

## GENERAL PROVISIONS

All provisions, as listed below in this section, are applicable to both sections “Exhibition” and “Sponsor”.

### 1. Definitions

1.1. **ESHRE®**: an international non-profit organization named the European Society of Human Reproduction and Embryology with its registered office at 1852 Grimbergen, Meerstraat 60, Belgium, VAT BE-0430.069.888, RLE Brussels;

1.2. **Best of ASRM & ESHRE Meeting**: The biannual congress that ESHRE® organizes with the aim of providing a forum for the exchange and discussion of new clinical and scientific ideas.

1.3. **Credit(s)**: The credits that an Exhibitor and/or Sponsor obtains for each exhibition space and/or sponsor item booked and paid during the three previously held Annual Meetings. The total number of credits, accumulated during the past three years of the Annual Meeting, shall determine the place of the Exhibitor/Sponsor in the ranking order for the year in question;

1.4. **Exhibitor**: Each legal entity, as well as any person who books – in the name of or on behalf of that legal entity – an exhibition virtual booth at Best Of ASRM & ESHRE Meeting;

1.5. **Sponsor**: Each legal entity, as well as any person who books – in the name of or on behalf of that legal entity – a sponsor item relating to the Best Of ASRM & ESHRE Meeting;

1.6. **Venue**: The place where the Best Of ASRM & ESHRE Meeting is held, which may differ from year to year.

As the Congress is virtual in 2021, it will fall under Belgian jurisdiction. The exact location of the server is located in Grimbergen in Belgium.

### 2. Applicability of the terms and conditions

2.1. All transactions concluded between ESHRE® and the Exhibitor/Sponsor shall be governed by (in hierarchical descending order):

- i. the written order confirmation issued by ESHRE® (if applicable);
- ii. the written (sponsorship) agreement between ESHRE® and the exhibitor/sponsor (if applicable);
- iii. the completed booking/order form;
- iv. these terms and conditions;
- v. the official ESHRE® website of the Best Of ASRM & ESHRE Meeting;
- vi. Belgian law and the international and local ethical laws and industry codes applicable to ESHRE® and the Exhibitor/Sponsor, which shall be applicable with regard to all ethical matters.

2.2. By booking a virtual booth and/or a sponsorship item, the Exhibitor/Sponsor acknowledges to have taken notice of these terms and conditions, and to accept these. These terms and conditions shall always take precedence over those of the Exhibitor/Sponsor, even if the latter state to be the only valid terms.

2.3. The invalidity of one or more provisions of these terms and conditions or any part thereof shall not affect the validity and enforceability of the other clauses and/or the remainder of the provision in question. In case of invalidity, ESHRE® and the Exhibitor/Sponsor shall negotiate to replace the invalid provision by an equivalent provision in accordance with the spirit of these terms and conditions. If ESHRE® and the Exhibitor/Sponsor do not reach an agreement, then the competent court may mitigate the invalid provision to what is (legally) permitted.

### 3. Eligibility

3.1. ESHRE® reserves the right to determine the eligibility of every Exhibitor/Sponsor. On this basis, ESHRE® can:

- i. Refuse to accept a booking from a(n) Exhibitor/Sponsor; and/or

- ii. Deny a(n) Exhibitor/Sponsor access to the Best Of ASRM & ESHRE Meeting (temporarily or permanently);

in case his activities, services, image or goods (non-exhaustive list) are not – in the sole opinion of ESHRE® – compatible with the professional, clinical and scientific objectives of the Best Of ASRM & ESHRE Meeting.

3.2. ESHRE® carries no responsibility concerning the content of any promotional material, information, publication or related press material of the Exhibitor/Sponsor, in whatsoever manner.

The acceptance of the Exhibitor/Sponsor for the Best Of ASRM & ESHRE Meeting, does not in any manner constitute an endorsement/support by ESHRE® of (i) the used promotional material and information, (ii) the products and/or services which shall be promoted, (iii) the opinions or ideas stated by the Exhibitor/Sponsor (non-limitative).

### 4. Responsibility of the Exhibitor/Sponsor

4.1. The Exhibitor/Sponsor must inform his subsidiaries, affiliates, subcontractors and other third parties – acting on his behalf – of all rules and regulations, which are part of the legal framework that govern the relationship between ESHRE® and the Exhibitor/Sponsor and which are referred to in these terms and conditions.

Moreover, it is the Exhibitor's/Sponsor's sole responsibility to ensure that the aforementioned parties – acting on his behalf – adhere to such rules and regulations.

4.2. The Exhibitor/Sponsor acknowledges and agrees to adhere to all compliance regulations which may be applicable based upon (i) the legislation of the host server of the Virtual Best Of ASRM & ESHRE Meeting which is located in Grimbergen, Belgium; (ii) the legislation of the home country of the Exhibitor/Sponsor; (iii) EFPIA - European Federation of Pharmaceuticals Industries & Associations ([www.efpia.org](http://www.efpia.org)), in particular (but not solely) the “EFPIA Code on the Promotion of Prescription-only Medicines to, and interactions with, Healthcare Professionals; (iv) IFPMA - International Federation of Pharmaceutical Manufacturers & Associations ([www.ifpma.org](http://www.ifpma.org)), in particular (but not solely) the “IFPMA Code of Practice upholding ethical standards and sustaining trust”; (v) MedTech Europe in particular (but not solely) the “Code of Ethical Business Practice” (if applicable to the Exhibitor/Sponsor).

In case of alleged non-compliance with art. 4.2. by an Exhibitor/ Sponsor, ESHRE® shall have no obligation to verify the non-compliance nor to address the Exhibitor/ Sponsor involved concerning its alleged non-compliance.

All information and documentation provided by ESHRE® regarding - amongst others - (local) applicable laws and regulations shall only be of informative nature and non-binding. ESHRE® is not liable for any direct or indirect damage in this framework.

4.3. Following this, the Exhibitor/Sponsor acknowledges that ESHRE® cannot in any case be held liable for any damages (of whatever nature), following from the non-compliance by the Exhibitor/Sponsor of the aforementioned compliance regulations.

4.4. In case a dispute should arise between Exhibitors/ Sponsors concerning the compliance with art. 4.2., the Exhibitors/ Sponsors shall be obliged to solve this dispute amongst themselves without expecting any intervention from ESHRE®. ESHRE® will, however, always remain entitled to interfere in such dispute when judged fit and at its own discretion (e.g. art. 9.3§2).

4.5. ESHRE® will communicate only with clearly identified third parties or subcontractors, which are officially mandated by the Exhibitor/Sponsor. Questions and requests received from third parties or subcontractors –

which do not clearly indicate which Exhibitor/Sponsor they are representing – will be ignored.

### 5. Booking procedure and assignment process

5.1. A booking, regarding a virtual booth and/or a sponsor item, is only considered valid when:

- i. Booked via the official booking forms of ESHRE®, which are available on the official ESHRE® website of the Best Of ASRM & ESHRE Meeting;
- ii. The forms are fully completed and contain correct information;
- iii. Signed by a person who is authorized to act on behalf of the Exhibitor/Sponsor (if applicable);
- iv. Received by ESHRE® at least 2 weeks before the start of the Best Of ASRM & ESHRE Meeting.

A valid booking does not entail automatically a confirmed booking (cf. article 5.5).

5.2. Whenever ESHRE® receives a valid booking, a confirmation of receipt will be sent to the Exhibitor/Sponsor within due time. Such confirmation of receipt does not in any case entail a definitive allocation of the requested virtual booth and/or sponsor item to the Exhibitor/Sponsor.

5.3. The booking request is completed/confirmed once (i) the Exhibitor/Sponsor receives an (electronic) order confirmation of ESHRE® and (ii) the Exhibitor/Sponsor has paid the fee, as indicated in the invoice.

5.4. Whatever is not confirmed in the order confirmation shall be deemed to be an additional request by the Exhibitor/Sponsor, and – consequently – will be charged to the Exhibitor/Sponsor as an additional cost.

### 6. Cancellation

6.1. Up until not having received the order confirmation, the Exhibitor/Sponsor is permitted to cancel his booking in writing without any cost, without prejudice to ESHRE®'s right to claim payment of a handling fee (100 Euro, excl. VAT).

6.2. After having received such order confirmation, a written cancellation of the booking by the Exhibitor/Sponsor – even partly – may lead to the following cost:

- i. 15% of the total sum, if cancellation is received by ESHRE® as of the date on which the Exhibitor/Sponsor can start booking, in any case prior to 9 March 2021;
- ii. 50% of the total sum, if cancellation is received by ESHRE® between 9 March and 23 March 2021;
- iii. 100% of the total sum, if cancellation is after 23 March 2021.

### 7. Price

7.1. All prices mentioned are in euro but exclusive applicable VAT, other levies or duties, insurance and handling costs, unless otherwise agreed.

7.2. All prices shall only be valid for the specific Best Of ASRM & ESHRE Meeting to which they refer.

### 8. Registration

See information on <https://www.eshre.eu/Annual-Meeting/The-Best-of-ASRM-and-ESHRE-2021/Registration>

### 9. Promotional activities

9.1. The Exhibitor/Sponsor is not allowed to publicize, distribute promotional materials - including gifts - or to maintain any promotional activities outside the virtual booth assigned to him, unless explicitly authorized by ESHRE® (e.g. for Industry Sponsored Sessions).

9.2. Each Exhibitor/Sponsor is responsible for the material and information they make available at the Best Of ASRM & ESHRE Meeting. Exhibitors/Sponsors can only present material and information which has been approved by their legal departments.

Upon request of ESHRE®, the Exhibitor/Sponsor must provide a copy/example of each type of promotional

material and information he shall use, irrespective of its form (electronic or paper) or carrier.

9.3. All promotional materials and information must be in line with the compliance regulations (cf. article 4.2) and the rules and regulations – which are part of the legal framework that govern the relationship between ESHRE® and the Exhibitor/Sponsor and to which is referred in these terms and conditions. Further it must be used in such a way that the safety and objective of the Best Of ASRM & ESHRE Meeting is not adversely affected and that no other parties are impaired.

In case of non-compliance with this article, ESHRE® reserves the right at its sole discretion, to reject and ban all promotional material and information subject to this non-compliance. In case of continuous non-compliance, ESHRE® reserves the right to deny further access to the Best Of ASRM & ESHRE Meeting.

9.4. The Exhibitor/Sponsor may offer gifts, preferably of educational or scientific value, to the attendees of the Best Of ASRM & ESHRE Meeting, if the market value of such gifts does not exceed 120,00 euro per piece.

9.5. Without prejudice to the foregoing, no promotional activities – including advertising – on behalf of companies which are not registered as an Exhibitor/Sponsor shall be permitted by ESHRE® in whatsoever form.

## 10. Contractual relationship

It is understood and agreed that this contractual relationship between ESHRE® and the Exhibitor/Sponsor constitutes a non-assignable privilege to use the granted virtual booth resp. organize the sponsor item and is not – under any circumstances – intended to constitute a partnership, employment agreement or joint venture between the parties.

## 11. Intellectual Property

11.1. All materials, presented during the scientific programme, shall retain the intellectual property of the authors and all rights reside with them.

11.2. ESHRE® authorizes the Exhibitor/Sponsor to use ESHRE's® trademarks and/or trade names for the sole purpose of announcing his presence at the exhibition and/or his Industry Sponsored Session.

The Exhibitor/Sponsor shall ensure that each reference to and use of any of the trademarks and/or trade names of ESHRE® by the Exhibitor/Sponsor is in a manner approved by ESHRE® and accompanied by an acknowledgement – in a form approved by ESHRE® – that the used trademark is a trademark (or registered trade mark) of ESHRE®.

11.3. The Exhibitor/Sponsor shall not alter, remove or tamper with any trademarks of ESHRE®.

11.4. The Exhibitor/Sponsor shall have no rights in respect to any trade names or trademarks, used by ESHRE®, in relation to his presence at the Best Of ASRM & ESHRE Meeting and the Exhibitor/Sponsor hereby acknowledges that – except as expressly provided in the rules and regulations, which are part of the legal framework that govern the relationship between ESHRE® and the Exhibitor/Sponsor, and to which is referred in these terms and conditions – it shall not acquire any rights in respect of any trade names or trademarks and that all such rights and goodwill are, and shall remain, vested with ESHRE®.

17.5 The Exhibitor/Sponsor shall provide ESHRE with a free, non-exclusive right to use the Exhibitor's/Sponsor's trademarks, logos and/or trade names for the purpose of announcing the Exhibitor's/Sponsor's presence at the Best Of ASRM & ESHRE Meeting.

## 12. Data privacy

### Data processing by ESHRE®

12.1. The Exhibitor/Sponsor accepts and acknowledges that ESHRE® may store the personal data, relative to the Exhibitor/Sponsor and its personnel, for the purposes of automatic processing within the scope of the contractual relationship.

### Data processing by the Exhibitor/Sponsor

12.2. When the exhibitor collects personal data of the participant, it cannot be shared with 3rd parties without prior consent of the participant.

12.3. In that respect, the Exhibitor/Sponsor undertakes to act in accordance with the General Data Protection Regulation of 27 April 2016 ('the Regulation of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC') and/or all (future) Belgian laws regarding the implementation of this regulation or modification thereof, in particular (but not exclusively) the Belgian Privacy Act of 30 July 2018.

12.4. The Exhibitor/Sponsor shall not be entitled to transmit any personal data of the Participants to a third party without prior written consent of ESHRE®. In case of prior written approval of ESHRE®, the Exhibitor/Sponsor shall ensure that this third party acts as privacy compliant as ESHRE®.

12.5. In any case, the Exhibitor/Sponsor undertakes to indemnify ESHRE® and its personnel completely for any damage caused due to non-compliance by the Exhibitor/Sponsor and/or the aforementioned third-party of the aforementioned privacy legislation.

## 13. Force majeure/hardship

13.1. When ESHRE® is being confronted with a situation of force majeure or hardship, ESHRE® may decide to:

- i. Temporarily suspend the performance of its obligations;
- ii. Revise the rules and regulations, which are part of the legal framework that govern the relationship between ESHRE® and the Exhibitor/Sponsor, and to which is referred in these terms and conditions; or
- iii. Terminate the agreement by simple written notification to the Exhibitor/Sponsor, without ESHRE® being liable for any damages.

In any event, a situation of force majeure in respect of ESHRE® cannot give rise to the cancellation of the booking by the Exhibitor/Sponsor.

13.2. When the Exhibitor/Sponsor is confronted with a situation of force majeure or hardship, the Exhibitor/Sponsor may decide to cancel the booking in writing, following which article 6 will become applicable.

13.3. Force majeure or hardship is considered to be: all circumstances (i) that are reasonably unforeseeable at the time the booking was confirmed, (ii) which are unavoidable (iii) that create the inability for the parties to carry out its obligations, or (iv) that would make the execution of the booking significantly more difficult than normally anticipated, financially or otherwise, such as, for example, war, strikes, lock-out, diseases, shortage of personnel, organizational conditions, confiscation, political or social boycott, any restrictions imposed by governmental authorities, act of terrorism, natural disasters, fire, bankruptcy or delays on the part of suppliers/service providers, failure by the Exhibitor/Sponsor to provide ESHRE® with the correct and complete information necessary for carrying out the booking in good time, etc.

13.4. In the event that force majeure/hardship makes it impossible or impractical to hold the Best Of ASRM & ESHRE Meeting at the scheduled time, ESHRE® reserves the right to retain the full amount of the Sponsor's support, as shall be, amongst others, required to compensate for the expenses incurred up to the moment that the situation of force majeure/hardship shall have occurred..

## 14. Taking place and termination of the booking

14.1. The confirmed booking by ESHRE® (cf. article 5.5) shall only relate to the Best Of ASRM & ESHRE Meeting, as indicated in the order confirmation, and shall thus not apply to any future ESHRE Meetings.

14.2. ESHRE® is entitled to terminate the booking at any time and without legal intervention in the event:

- i. That the Exhibitor/Sponsor fails to duly perform or comply with any of its obligations – as set out in the rules and regulations, which are part of the legal

framework that govern the relationship between ESHRE® and the Exhibitor/Sponsor, and to which is referred in these terms and conditions – and fails to remedy within thirty (30) days after written notice thereof has been given by ESHRE®;

- ii. Of exceptional circumstances which make it impossible to continue any professional cooperation between ESHRE® and the Exhibitor/Sponsor.

Parties agree that the following circumstances should be considered as exceptional circumstances (non-limitative): bankruptcy of the Exhibitor/Sponsor, every circumstance which affects the ability of one of the Parties to comply with its contractual obligations in a thorough manner or where it cannot reasonably be expected that the Party fulfils its contractual obligations, the dissolution and/or liquidation of the Exhibitor/Sponsor, fraud committed by the Exhibitor/Sponsor, negative publicity concerning ESHRE® spread by the Exhibitor/Sponsor, non-compliance with ethical regulations and non-ethical behavior in general.

14.3. In the event of such termination, notified by registered letter, the booking will immediately and automatically be terminated without limit or compensation, notwithstanding the right of ESHRE® to compensation of the damages it incurred following this termination. The registered mail is deemed to be received five working days following its sending.

## 15. Payment

15.1. Unless expressly agreed otherwise, all invoices from ESHRE® are fully payable by bank transfer or credit card before the expiry of the due date, as specified on the invoice and without any deduction on invoice date.

15.2. Any protest regarding an invoice shall only be valid in case of being submitted in writing within 5 working days after the invoice date, with specification of the invoice date and number and a detailed substantiation of the protest.

15.3. The unconditional payment of a part of the amount of the invoice implies the explicit acceptance of the entire invoice.

15.4. Partial payments shall be accepted with all reservations and without prejudice and shall be allocated in the following order to: the collection expenses, the indemnity, the accrued interest and the outstanding invoice amount, whereby priority is allocated to the oldest outstanding invoice amount.

## 16. Consequences of non- or late payment

16.1. Any amount that remains fully or partially unpaid on the due date will automatically and without prior notice be increased by a default interest of 1 % per month overdue, whereby each started month will be considered as a whole month. Furthermore, the amount due will also be automatically increased with a fixed compensation equal to 10 % of the invoice amount, with a minimum of 250 euro (excl. VAT), and without prejudice to ESHRE's® right to claim the full costs for collection and any proven damage.

16.2. In case any amount remains unpaid once a period of 30 days has passed since the due date of the invoice, ESHRE® shall in any case be entitled to consider the booking as cancelled by the Exhibitor/Sponsor according to which Article 6.2 shall apply.

16.3. Furthermore, the non- or late payment shall automatically imply that all invoices – even those that have not yet become due – become immediately payable and all payment conditions granted shall become void.

The same applies in the event of an imminent bankruptcy, judicial or amicable dissolution of the Exhibitor/Sponsor, suspension of payments, and any other fact pointing to the insolvency of the Exhibitor/Sponsor.

## 17. Electronic invoicing

By placing an order, the Exhibitor/Sponsor explicitly agrees to the use of electronic invoicing by ESHRE®, unless otherwise agreed on between parties in writing.

## 18. Netting

In accordance with the stipulations of the Belgian Act on Financial Securities of 15 December 2004, ESHRE® and the Exhibitor/Sponsor will automatically and legally set off and settle all mutually currently existing and future debts. In the ongoing relationship between ESHRE® and the Exhibitor/Sponsor, this means that only the balance of the largest debt will remain after the above-mentioned automatic offsetting. This offsetting of debt will in any case be opposable to the receiver and the other concurrent creditors, who will therefore not be able to oppose the offsetting implemented by the parties.

## 19. Liability

19.1. Exhibitors/Sponsors agree that ESHRE®, its agents or any of its personnel shall not be liable, in any way, for:

- i. Any (in)direct or consequential damage that might occur following this contractual relationship (such as but not limited to loss of income or damage to third parties);
- ii. Damage, loss or destruction of any property of the Exhibitor/Sponsor;
- iii. Any injury to the Exhibitor/Sponsor, his agents, vendors, any of his personnel, licensees and/or invitees.

19.2. The Exhibitor/Sponsor shall hold harmless and/or indemnify ESHRE®, its personnel and any other third party present at the Best Of ASRM & ESHRE Meeting against all claims of whatever nature that might arise from the existence, implementation and/or termination of the booking and which have been caused by his own

negligence, fault or carelessness or by any of his personnel.

19.3. The Exhibitor/Sponsor shall be liable for any damage – including direct or indirect, consequential damage, special or additional, physical and/or moral damage to property and/or immaterial damages – suffered by ESHRE®, its personnel and/or third parties present at the Best Of ASRM & ESHRE Meeting, which is caused by the Exhibitor/Sponsor, his personnel, collaborators and/or representatives, without prejudice to any other rights and remedies of ESHRE®.

This liability is, in any case, unlimited for personal injuries.

## 20. Enforcement of the rules and regulations & penalties

20.1. All ESHRE® rules, regulations and policies, as well as any matter not specifically covered in the legal framework, are subject to final interpretive review by ESHRE®. The decision of ESHRE® in all matters shall be final and binding for all Exhibitors/Sponsors.

20.2. All Exhibitors/Sponsors must comply with the rules and regulations – which are part of the legal framework that govern the relationship between ESHRE® and the Exhibitor/Sponsor and to which is referred in these terms and conditions – and penalties will be applied when violations occur.

The procedure for policing and enforcing the violation system is as follows:

- i. Alleged violations will be reported to ESHRE®;
- ii. Once the alleged violation has been duly considered by ESHRE®, a representative of the relevant Exhibitor/Sponsor will be invited to

present the Exhibitor's/Sponsor's point of view. The final decision on the applicable penalty will be taken by ESHRE®.

20.3. The following penalties can occur:

- i. First violation: Cancellation of acquired Credits for the year of violation;
- ii. Second violation: Cancellation of 50% of all accumulated Credits at date of violation;
- iii. Third violation: Loss of all accumulated Credits;
- iv. Severe violation: To the sole opinion of ESHRE®, ESHRE® can decide to deny the Exhibitor/Sponsor – as well as all parties involved – access to the current Best Of ASRM & ESHRE Meeting (temporarily or permanently) or to any future Best Of ASRM & ESHRE Meeting.

## 21. Jurisdiction & Governing law

21.1. Disputes shall fall under the exclusive competence of the courts of the district where ESHRE® has its registered office, unless ESHRE® expressly states otherwise.

21.2. Belgian law shall govern the contractual relationship between ESHRE® and the Exhibitor/Sponsor, without prejudice to the applicability of international and local ethical laws and industry codes applicable to ESHRE® and the Exhibitor/Sponsor, which shall be applicable regarding all ethical matters.

## 22. Language

The original language of these terms and conditions is English. Unless expressly agreed otherwise, the Exhibitor/Sponsor recognizes that the language of these terms and conditions shall also be the working language in all contractual relations with ESHRE®.

## EXHIBITION

### 23. Virtual booth fee

23.1. When booking a virtual booth, the following is included in the fee (exhaustive list):

- i. Prime networking possibilities and exposure to a large group of international experts in the field, including all major opinion leaders;
- ii. A number of complimentary free codes to access the virtual scientific programme based on the virtual booth type.

### 24. Commitment by the Exhibitor

24.1. The Exhibitor acknowledges that the general rule of the Best Of ASRM & ESHRE Meeting, regarding the

Exhibitors, implies that each Exhibitor must act as “good” exhibitor.

24.2. Furthermore, the Exhibitor acknowledges that the exhibition area is regarded as a forum for pharmaceutical, medical and laboratory equipment companies to promote their products and services.

24.3. The Exhibitor guarantees:

- i. The Exhibitor's name, logos, signs and trademark displays will be limited to the official virtual booth within the online platform only;
- ii. Not to sell any products or services during the Best Of ASRM & ESHRE Meeting, without ESHRE®'s prior written approval.

### 25. Subletting of the virtual booth

Exhibitors may not assign, sublet, or share their virtual booth with another company, without ESHRE®'s prior written approval. Consent by ESHRE® may be conditioned upon the Exhibitor's payment of an additional fee to be determined by ESHRE®.

Any approved company by ESHRE®, must accept the rules and regulations – which are part of the legal framework that govern the relationship between ESHRE® and the Exhibitor/Sponsor and to which is referred in these terms and conditions – in writing.

## SPONSOR

### 26. Industry Sponsored Sessions

26.1. ESHRE® foresees different slots of Industry Sponsored Sessions per day. There are three types of Industry Sponsored Sessions:

- i. Livestream with live intro by the chair, live presentations and live Q&A
- ii. Livestream with live intro by the chair, playing of pre-recorded presentations and live Q&A
- iii. Pre-recorded intro by the chair, playing of pre-recorded presentations and without live Q&A

26.2. When booking an Industry Sponsored Session as a sponsorship item, the Sponsor has the right to organize this Industry Sponsored Session during the time slot booked.

26.3. Assignment of the virtual Industry Sponsored Sessions shall be done according to the place that Exhibitor/Sponsor holds in the ranking list until a certain ranking deadline (e.g. the Exhibitor/Sponsor that is ranked number one in the ranking list shall have the first choice).

After the ranking deadline the slots will be available on a first-come, first-served basis.

After the ranking deadline the Exhibitor/Sponsor will be entitled to book a second Industry Sponsored Session

slot in addition to their first Industry Sponsored Session (in the event that slots are still available).

26.4. The Sponsor will carry sole responsibility for the scientific content of that session (i.e. companies are free to choose the title, lectures, speakers and chairmen of their Industry Sponsored Session). Companies will take on the eventual costs for their speakers (and chairmen).

26.5. The programme of all Industry Sponsored Sessions will be announced on the official ESHRE® website of the Best Of ASRM & ESHRE Meeting on a separate dedicated webpage, and not in the official scientific programme.

The aforementioned is compliant with the regulations imposed by the European Union of Medical Specialists (UEMS) and the European Accreditation Council for CME (EACCME) stating that the programmes of the Industry Sponsored Session have to be listed separately from the official scientific programme. This strict separation will also be maintained for announcements in other publications (should there be any).

26.6. All Industry Sponsored Sessions must be held during the official time slots offered by ESHRE®. Sponsors holding an Industry Sponsored Session outside

the official Industry Sponsored Session slots and/or during the official Best Of ASRM & ESHRE Meeting scientific programme will be penalised (cf. article 26).

### 27. Other forms of sponsorship

27.1. Next to the Industry Sponsored Sessions, ESHRE® foresees other forms of sponsorships which can be consulted at the official ESHRE® website of the Best Of ASRM & ESHRE Meeting.

27.2. Without prejudice to the foregoing, ESHRE® is at all time open to suggestions from Exhibitors/Sponsors regarding sponsoring opportunities which are not listed on the official ESHRE® website of the Best Of ASRM & ESHRE Meeting. In such case, ESHRE® might opt for a customized agreement with the Exhibitor/Sponsor.

### 28. Privacy declaration ESHRE

ESHRE's privacy declaration is part of ESHRE's General terms and conditions Best Of ASRM & ESHRE Meeting.