

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. Annual Meeting: The annual congress that ESHRE® organizes as part of its mission to facilitate and to promote the study and the analysis of all aspects of human reproduction and embryology. This congress shall normally take place in June or July of each year;

1.3. Credit(s): The credits that an Exhibitor and/or Sponsor obtains for each exhibition space and/or sponsor item booked during the three previously held Annual Meetings. The total number of Credits accumulated during the past three years shall determine the place of the Exhibitor/Sponsor in the ranking order for the year following the last Annual Meeting (e.g. ranking list for 2019 is determined by the accumulated credits for 2018, 2017, 2016). Companies that have not exhibited for the past three consecutive years will automatically lose all credits;

1.4. Exhibitor: Each legal entity, as well any person who books – in the name of or on behalf of that legal entity – an exhibition space at the Annual Meeting;

1.5. Sponsor: Each legal entity, as well any person who books – in the name of or on behalf of that legal entity – a sponsorship item related to the Annual Meeting;

1.6. Technical Exhibitor Guide: A manual, which contains (i) information regarding the official contractors and their services relevant to the exhibit that is arranged at the Annual Meeting, as well as (ii) all specific conditions on the use of the Venue. ESHRE® shall provide this Technical Exhibitor Guide by the latest three months prior to the start of the Annual Meeting;

1.7. Venue: The place where the Annual Meeting is held, which may differ year by year.

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):

- a written order confirmation issued by ESHRE® (if applicable);
- these terms and conditions;
- the official ESHRE® website of the Annual Meeting;
- the Technical Exhibitor Guide;
- Belgian law.

2.2. By booking an exhibition space and/or a sponsorship item, the Exhibitor/Sponsor acknowledges to have taken notice of and to accept these terms and conditions. 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, 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:

- Refuse to accept a booking from a(n) Exhibitor/Sponsor; and/or
- Deny a(n) Exhibitor/Sponsor access to the Annual 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 Annual 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 Annual 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 to which reference is made 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 country of the Annual Meeting; (ii) EFPIA - European Federation of Pharmaceuticals Industries & Associations (www.efpia.org); (iii) IFMPA - International Federation of Pharmaceutical Manufacturers & Associations (www.ifpma.org); (iv) Code of Practice on the Promotion of (Prescription-Only) Medicines (EFPIA-IFMPA); (v) MedTech Europe.

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.

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, at all times remain entitled to interfere in such dispute if seen 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, with regard to an exhibition space and/or a sponsor item, is only considered valid when:

- Booked via the official booking system of ESHRE®, which is available on the official ESHRE® website of the Annual Meeting;
- The exhibit application contains correct and complete information;
- Signed by a person who is authorized to act on behalf of the Exhibitor/Sponsor (if applicable);
- Received by ESHRE® at least one month before the start of the Annual Meeting.

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

5.2. Unless expressly stated otherwise, all booking requests timely received shall be processed by ESHRE® in accordance with the place of the exhibitor in the ranking list.

Stand assignment is determined by a credit system whereby each exhibiting company/sponsor will obtain credits for each item that is sponsored at the past 3 previously held meetings.

The total number of credits that are accumulated for the past 3 years by each exhibitor/sponsor will determine the place of the exhibitor/sponsor in the ranking order. Stands will be assigned according to the place in the ranking order. The top 15 exhibitors are contacted one by one according to their aforementioned predetermined deadlines. The other exhibitors are subdivided in groups determined by the place in the ranking order. Within each group a first-come, first-served policy will be applied. Exhibit space bookings which are sent before the applicable deadline won't be treated.

5.3. 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 exhibition space and/or sponsor item to the Exhibitor/Sponsor.

5.4. When assigning exhibition spaces, ESHRE® shall undertake every effort to assign the preferred choice(s) as indicated by the Exhibitor/Sponsor on the booking form, without this being guaranteed by ESHRE®.

5.5. 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.

5.6. 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. As long as the order confirmation has not been issued, 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, the Exhibitor/Sponsor may cancel the lease of exhibit space at any time with written notice to ESHRE® via postal mail or email. Cancellations received up until 3 months prior to the starting date of the congress will receive a refund of all fees paid less 100 euro processing charge. As of 3 months prior to the starting date of the meeting, the Exhibitor/Sponsor will be responsible for the full cost of the contracted exhibit space.

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 Annual Meeting to which they refer.

8. Admission badges

8.1. All personnel of the Exhibitor/Sponsor – present at the Annual Meeting – shall be required to register and wear their personalized admission badge while attending the Annual Meeting (i.e. during the official opening hours).

Such exhibitor badge allows admission to:

- The exhibition area, during the official exhibit hours;
- The company symposia and other company related sessions;
- All other areas, with the exception of the official scientific sessions.

8.2. Four exhibitor badges will be offered for free by ESHRE® per exhibition space rented of 9 m².

If the amount of exhibitor badges – included in the price for the exhibition space – is insufficient, extra exhibitor badges can be ordered at a price as determined for the specific Annual Meeting to which it refers.

Cancellation of extra ordered exhibitor badges should be done in writing and implies no right for the Exhibitor/Sponsor to claim a refund.

8.3. In addition to article 8.2, ESHRE® shall grant free badges, which allow admission to the official scientific programme; excluding, however, participation in the pre-congress courses organized on the first day of the Annual Meeting.

Such badges will be offered as follows:

- i. Two badges for an exhibition space rented with a minimum size of 9 m² and up to maximum 36 m²;
- ii. Four badges for an exhibition space rented of more than 36 m².

If the amount of such badges (based upon the size of the exhibition space) would be insufficient, the additional name badges offering access to the official scientific programme must be ordered through the normal registration procedure for the Annual Meeting.

8.4. Finally, the Exhibitor/Sponsor acknowledges that:

- i. Each admission badge is non-transferable due to its personalized character;
- ii. False certification of individuals, misuse of the personalized admission badges, any method of assisting unauthorized persons to gain access to the Annual Meeting or any other inappropriate or unauthorized conduct shall lead to the repossession by ESHRE® of these admission badges of all individuals involved. All parties involved shall be refused admission to the Annual Meeting without ESHRE's® obligation to refund any fees.

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 exhibition space assigned to him, unless explicitly authorized by ESHRE® (e.g. for company symposia).

Each Exhibitor/Sponsor is responsible for the material and information they make available at the Annual Meeting. Exhibitors/Sponsors can only present material and information, which has been approved by their legal departments. Upon ESHRE's® request, 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.

9.2. All promotional materials and information must be in line with 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 reference is made in these terms and conditions. Such material and information must be used in such a way that the safety and objective of the Annual 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 Annual Meeting.

9.3. The Exhibitor/Sponsor may offer gifts, preferably of educational or scientific value, to the attendees of the Annual Meeting, as long as the market value of such gifts is of negligible value and directly related to the profession of the participant (i.e. physician or pharmacist). Promotional gifts are considered to be of negligible value if their value does not exceed 25 euro per item, including applicable VAT.

9.4. 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. Recording

10.1. Photographing and film recording in the exhibition area is allowed one hour before the Annual Meeting opens, and during the Annual Meeting's opening hours. Photographing or film recording at other times and/or other places – such as but not limited to the official scientific sessions – will only be allowed upon prior written approval by ESHRE®, following a

written request of the Exhibitor/Sponsor at least two weeks before the start of the Annual Meeting.

10.2. All on site camera crews should be able to provide proof of ESHRE's® approval upon request by anyone authorised to act on behalf of ESHRE®.

11. Additional services

11.1. The Exhibitor/Sponsor agrees as part of his booking to utilize the services of some mandatory ESHRE® appointed official service contractors.

Information regarding the official service contractors and specification of the services for which the Exhibitor/Sponsor is required to make use of, will be contained in the Technical Exhibitor Guide.

11.2. Without prejudice to the foregoing, the Exhibitor/Sponsor shall be free to utilize the services of any service contractor, other than those appointed by ESHRE®, for all services where the Exhibitor/Sponsor is not required to appeal on the ESHRE® appointed official contractors.

11.3. All costs – related to additional services ordered by the Exhibitor/Sponsor – shall be born exclusively by the Exhibitor/Sponsor.

12. Other activities during the Annual Meeting

12.1. 'Meet the expert'-sessions, press briefings, third party media events or other scientific activities at the exhibition space or anywhere else within the Venue are not allowed during the official scientific programme hours, nor during an ESHRE® press conference, without prior written approval from ESHRE®.

Other exhibition stand activities, such as quizzes and contests, can take place throughout the Annual Meeting's opening hours following prior written approval by ESHRE®.

12.2. In addition, Exhibitors/Sponsors are not allowed to arrange networking and social events during the official scientific programme hours, nor transportation to such events.

12.3. Exhibitors/Sponsors should not organize networking or social activities during the official opening ceremony, nor during any other official networking or social event of ESHRE®. If Exhibitors/Sponsors should decide, nonetheless, to organize such activities, they must in any case act in line with all regulations, as mentioned in article 4.2.

13. Abstracts and embargoes

13.1. All Annual Meeting abstracts, with the exception of embargoed abstracts, will be available prior to the start of the Annual Meeting on the official ESHRE® website of the Annual Meeting.

13.2. Embargoed abstracts are to be considered "under embargo" until the time they are presented.

14. Security

14.1. ESHRE® shall provide crowd control, admittance security and guard service during the closing hours of the Annual Meeting.

14.2. The Exhibitor/Sponsor is responsible for the security of its own goods, hardware, and promotional material (non-limitative) and in general for his exhibition space.

14.3. The Exhibitor/Sponsor is encouraged to budget and make security arrangements for sensitive or valuable items. If insurance to cover the above is desired, it must be acquired and paid for by the Exhibitor/Sponsor.

15. Insurance

15.1. It is the responsibility of each Exhibitor/Sponsor to maintain insurance against injury, property damage, theft, fire, or any form of property loss or injury. ESHRE® requires that all Exhibitors/Sponsors maintain insurance for the amount of 1.000.000 euro or for the amount specified by local and national governments for general liability insurance.

15.2. Certificates of insurance by the Exhibitor/Sponsor must be provided to ESHRE® upon request.

16. 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 exhibition space

resp. organize the sponsor item and is not – under any circumstances – intended to constitute a partnership, employment agreement or joint venture between the parties.

17. Intellectual Property

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

17.2. ESHRE® authorizes the Exhibitor/Sponsor to use ESHRE's® trade names for the sole purpose of announcing his presence at the exhibition and/or his company symposium or product theatre. ESHRE's® trademarked logo cannot be used in any kind of communication.

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®.

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

17.4. 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 Annual 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 reference is made 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®.

18. Data privacy

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.

19. Force majeure/hardship

19.1. 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 reference is made 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.

19.2. 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.

19.3. 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 their 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, acts of terrorism, natural disasters, fire, bankruptcy or delays on the part of suppliers or 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.

19.4. In the event that force majeure/hardship makes it impossible or impractical to hold the Annual Meeting at the scheduled time in the Venue, ESHRE® may retain such part of the Exhibitor's/Sponsor's fee, as shall be required to compensate for the expenses incurred up to the moment

that the situation of force majeure/hardship shall have occurred. All remaining fees shall be refunded by ESHRE®.

20. Taking place and termination of the booking

20.1. The confirmed booking by ESHRE® (cf. article 5.5) shall only relate to the Annual Meeting, as indicated in the order confirmation, and shall thus not apply to any future Annual Meeting.

20.2. 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 reference is made in these terms and conditions – and fails to remedy within thirty (30) days after written notice thereof has been given by ESHRE®;
- ii. or 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 behaviour in general.

20.3. 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.

21. Payment

21.1. Unless expressly agreed otherwise, all invoices from ESHRE® are fully payable by bank transfer or credit card upon receipt.

21.2. Any protest with regard to 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.

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

21.4. 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.

22. Consequences of non- or late payment

22.1. 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.

22.2. 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.

22.3. 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.

23. Electronic invoicing

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

24. 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.

25. Liability

25.1. 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.

25.2. The Exhibitor/Sponsor shall hold harmless and/or indemnify ESHRE®, its personnel and any other third party present at the Annual 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.

25.3. 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 Annual 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.

26. Enforcement of the rules and regulations & penalties

26.1. 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.

26.2. 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 reference is made 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®.

26.3. 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: At ESHRE's® sole discretion, ESHRE® can decide to deny the Exhibitor/Sponsor – as well as all parties involved – access to the current Annual Meeting (temporarily or permanently) or to any future Annual Meeting.

27. Jurisdiction & Governing law

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

27.2. Belgian law shall govern the contractual relationship between ESHRE® and the Exhibitor/Sponsor.

28. 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

29. Exhibition space rental fee

29.1. When booking an exhibition space, the following is included in the exhibition space rental fee (exhaustive list):

- i. Prime networking possibilities and exposure to a large group of international experts in the field, including major opinion leaders;
- ii. Complimentary registrations and admission badges for the Exhibitor's representatives (cf. article. 8);
- iii. Access to the opening ceremony and welcome reception on the first evening of the Annual Meeting;
- iv. Complimentary coffee and lunch breaks;
- v. A 100-word company description – as provided by the Exhibitor himself – shall be published in the Exhibitor's guide and congress app.

29.2. In any event, the following is not included:

- i. A shell scheme (i.e. a standard booth construction including separation walls, fascia board(s) on open

side(s), carpet on the stand surface, Spotlights, electricity socket(s)

- ii. Furniture.

Nevertheless, the Exhibitor can order, among other things: custom or standard booth constructions, furniture, cleaning services and floral decorations via the order forms, as foreseen in the Technical Exhibitor Guide (cf. article 11) and on the official ESHRE® website of the Annual Meeting.

30. Commitment by the Exhibitor

30.1. The Exhibitor acknowledges that as a general rule of the Annual Meeting Exhibitors must act as "good" exhibitors and be a good neighbour to the other Exhibitors.

Consequently, the Exhibitor will not be permitted to interfere with the exhibition space of other Exhibitors, nor impede access to them or hinder the free use of the exhibition area.

30.2. 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.

30.3. The Exhibitor guarantees:

- i. That his personnel, as well as crew members and any other party working for the Exhibitor are required to confine their activities within the Exhibitor's exhibition space;
- ii. That the exhibition space is permanently staffed during the opening hours of the Annual Meeting;
- iii. Displays of the Exhibitor's name, logos, signs and trademark displays will be limited to the official exhibition space within the Venue only;
- iv. That his exhibition space will not exceed the rented surface and that display equipment shall not be placed or displayed outside his exhibition space;

- v. To comply with all building restrictions, including height limitations, as mentioned in the Technical Exhibitor Guide;
- vi. Not to sell any products or services during the Annual Meeting, without ESHRE's prior written approval.

31. Exhibition space exteriors

- 31.1. The exterior of any exhibition space, facing a side aisle must be suitably decorated at the Exhibitor's expense.
- 31.2. All designs must be officially approved by ESHRE® in writing and ESHRE® must receive all plans by the latest 45 days before the first day of the build-up (date of build-up shall be mentioned in the Technical Exhibitor Guide).

32. Build-up and dismantling of the exhibition space

- 32.1. Build-up and dismantling of the exhibition space can only take place at the date and times, as foreseen in the Technical Exhibitor Guide.
- 32.2. It is the sole responsibility of the Exhibitor to have his exhibition space completely installed before the opening of the Annual Meeting.
- 32.3. Dismantling of the exhibition space is prohibited during the course of the Annual Meeting official programme. Dismantling can only start upon notification by ESHRE® that the exhibit hall has been cleared of all visitors.
- 32.4. Non-compliance with the official set-up and dismantling days and times will be penalised (cf. article 26).

33. Video and audio productions

- 33.1. Video and audio productions relating to the activities, products and/or services of the Exhibitor will be permitted, provided that the equipment and screens are located set

back from all aisles and all viewers/listeners stand or sit within the exhibition space. Such productions should not be audible in the aisles or in neighbouring exhibition spaces and should not interfere with ongoing sessions.

33.2. Sound systems will be permitted if tuned to a conversational level and if not objectionable to neighbouring Exhibitors nor to the attendees of the Annual Meeting. Sound levels within an Exhibitor's exhibition space must comply with the regulations as defined in the Technical Exhibitor Guide.

33.3. ESHRE® reserves the right to require Exhibitors to take appropriate measures to stop sounds or noises that exceed the volume limits, as indicated in the Technical Exhibitor Guide.

34. Lighting

34.1. In the best interest of the Annual Meeting, ESHRE® reserves the right to restrict the use of glaring lights or objectionable light effects. The use of flashing electric signs, lights or lasers is not permitted, without prior written approval of ESHRE®.

34.2. In any case, ESHRE® reserves the right to prohibit the use of lighting effects that disturb or interfere with other Exhibitors.

35. Subletting of the exhibition space

Exhibitors may not assign, sublet, or share their exhibition space with another company, without ESHRE's® prior written approval.

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 reference is made in these terms and conditions – in writing.

36. Relocation of exhibition spaces

36.1. ESHRE® reserves the right to amend the floor plan – as published on the official ESHRE® website of the Annual Meeting – should it decide that such amendment would be necessary for the benefit of the exhibition spaces and the Annual Meeting as a whole.

36.2. If following such amendment, relocation of (some) exhibition spaces seems required, ESHRE® is entitled to take the required measures, without any right of the Exhibitor to a compensation.

37. Safety

37.1. Regular safety inspection rounds shall be held by ESHRE® or its official contractors before and during the opening hours of the Annual Meeting. All evacuation routes and fire doors, fire equipment, alarm buttons and signs must never be obstructed, blocked or concealed.

37.2. ESHRE® preserves the right to take down or change constructions, as well as remove goods that are blocking evacuation and transport routes.

38. Fire regulations

38.1. No flammable materials, as defined in the Technical Exhibitor Guide, shall be permitted within the Venue. All fabrics used for the exhibition space must be flame proofed or treated with a flame-retardant solution to meet the requirements of the standard flame test.

38.2. Electrical signs and equipment must be wired.

SPONSORSHIP

39. Company symposia

39.1. ESHRE® foresees different time slots that can be used for the organisation of Company symposia. Allocation of the time slots will be determined by the place of the exhibitor/sponsor in the ranking order (i.e. the first sponsor on the ranking list will have first choice, the second sponsor on the ranking list will have second choice etc.). The slots that have not been allocated by a aforementioned predetermined deadline, will be available on a first- come, first-served basis. After the predetermined deadline it's possible to book a Product Theatre slot in addition to the Company Symposium on a first- come, first-served basis (in the event that slots are still available).

39.2. Only one Company Symposium time slot per Sponsor is allowed.

39.3. When booking a company symposium as a sponsorship item, the Sponsor has the right to organize this company symposium during the time slot booked.

39.4. By default, company symposia are assigned to the largest session hall within the Venue. This hall will be set up with standard audio-visual equipment as is also provided for the official ESHRE® sessions. The Sponsor at his own cost can order additional audio-visual equipment, decoration etc.

At the explicit written request by the Sponsor another (smaller) session hall can be assigned, which will nevertheless not imply any discount in fees.

39.5. Recordings of the presentations – including production of webcasts – are not included in the booking fee, but can be arranged at an additional cost and at the explicit written request by the Sponsor.

39.6. The Sponsor will carry sole responsibility for the scientific content of his symposium (i.e. companies are free to choose the title, lectures, speakers and chairs of their symposium). Companies will take on the costs (travel and accommodation) for their speakers (and chairs).

39.7. The Sponsor has the exclusive right to organize photos, filming and audio recording of his own (sponsored) company symposium.

39.8. The Sponsor is allowed to advertise or announce his company symposium by putting up sign board(s) near the entrance(s) of the session hall just before the start of the company symposium. Once the company symposium is

finished, the signboards need to be removed immediately. The size of the signboard should not exceed 800mm width / 2000mm height (roll up banner). Where applicable, electronic signboards (screens) that are part of the session hall could be used. Other means of advertising company symposia can be offered by ESHRE® at an additional cost.

39.9. The programme of all company symposia will be announced on the official ESHRE® website of the Annual Meeting on a separate dedicated webpage, and not as part of the official scientific programme.

The aforementioned is in compliance 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 Company Symposia 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).

39.10. The abstracts of the Company Symposia will not be included in the abstract book.

39.11. All company symposia must be held at the Venue during the official time slots offered by ESHRE®. Sponsors holding a company symposium outside the Venue and/or outside the official company symposia slots and/or during the official Annual Meeting scientific programme will be penalised (cf. article 26).

40. Product theatres

40.1. ESHRE® foresees different time slots that can be used for the organisation of Product Theatres. Allocation of the time slots will be determined by the place of the exhibitor/sponsor in the ranking order (i.e. the first sponsor on the ranking list will have first choice, the second sponsor on the ranking list will have second choice etc.). The slots that have not been allocated by a aforementioned predetermined deadline, will be available on a first- come, first-served basis. After the predetermined deadline it's possible to book a second Product Theatre slot on a first- come, first-served basis (in the event that slots are still available).

40.2. There will be two session halls in which the product theatres take place. One session hall will hold no more than 400 participants (approximately) and shall have standard audio-visual equipment. The second session hall will hold no

more than 200 participants (approximately) and shall have standard audio-visual equipment.

40.3. Recordings of the presentations – including production of webcasts – are not included in the booking fee, but can be arranged at an additional cost and at the explicit written request by the Sponsor.

40.4. The Sponsor acknowledges that articles 39.5 – 39.11 are also applicable in case of booking a product theatre.

41. Other forms of sponsorship

41.1. Next to the company symposia and product theatres, ESHRE® foresees other forms of sponsorships which can be consulted on the official ESHRE® website of the Annual Meeting.

41.2. 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 Annual Meeting. In such case, ESHRE® might opt for a customized agreement with the Exhibitor/Sponsor.