

Exhibit Space Guidelines

Application and Contract Information: To reserve exhibit space complete the Exhibit Space Application and return it to along with full payment. All reservations must be made on the official application form and no space will be assigned until both the application and payment are received. Exhibit space will be assigned in priority point order, then by the date received. To be included in the first round of placement all applications must be received by April 30, 2019. Applications received after April 30, 2019 will be placed on a first-come basis. By submitting an application you agree to adhere to the exhibitor rules and regulations prior to applying for booth space.

Priority Points: The priority point system is designed to recognize companies that support AUGS/IUGA and its activities and to encourage new companies to participate. Priority points are assigned for each year of participation as an exhibitor and/or supporter.

Beginning with the 2007 Annual Meeting, exhibitors earned priority points. These points were awarded as follows:

- 1 point for every 100 square feet of space reserved
- 1 point for each year of exhibiting
- 1 point for corporate membership (starting with 2008)

Each year, exhibitors will add to their priority points based on the same requirements as outlined above.

Space Assignment: AUGS/IUGA assigns space based on the priority points system and then on a first-come basis. Eligibility to exhibit is at the discretion of AUGS/IUGA and is generally restricted to companies directly related to the urogynecology/medical field. AUGS/IUGA reserves the right to determine the eligibility of any company that submits an exhibit application.

AUGS/IUGA will make every effort to accommodate your preferences and requests. AUGS/IUGA reserves the right to make any modifications that may be necessary to best accommodate all requests for space. Companies requesting adjoining space or any special requests should submit them in writing along with the application to exhibit. Exhibit space will not be assigned without appropriate payment made first. ***Please note, exhibit booth assignment will not occur until full payment is received and processed.***

Booth Relocation: If it becomes necessary to relocate an exhibitor after a contract has been accepted, AUGS/IUGA will contact the company involved. Every effort will be made to reassign the exhibitor to a similar space.

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Mergers and Acquisitions: Priority points will be calculated for the company name stated on the exhibitor contract or corporate support letter of agreement. If companies have since merged or been acquired, the resulting company may choose to use the highest points of any of the previous companies. Points will not be combined. Companies belonging to a parent company with other divisions participating at AUGS/IUGA cannot reserve exhibit space under the parent company's points unless they are participating under the parent company's name.

Contract Acceptance: The character of all exhibits is subject to the approval of AUGS/IUGA. AUGS/IUGA reserves the right to refuse contracts that do not meet its standards and to curtail exhibits or parts thereof that do not appropriately reflect the character of the meeting. This reservation applies to persons, conduct, articles of merchandise, printed matter, souvenirs, catalogs, and any other items, without limitations, that affect the character of the exhibit or meeting. Exhibits are restricted to products and services related to the professional nature of the Society.

Assignment of Exhibit Space: The Exhibitor shall not assign or sub-license to a third party its rights hereunder to the Exhibit Space, or any portion thereof, without the written consent of AUGS/IUGA, which AUGS/IUGA may withhold in its sole discretion. If such consent is given, the Exhibitor shall assume full responsibility for the conduct of the assignee or sub-licensee and all its representatives.

Licensing of Exhibit Space: AUGS/IUGA shall license the Exhibit Space to Exhibitor for the period of the Meeting, provided the building is made available to AUGS/IUGA. Such a license is made for the period of this Meeting only and does not imply that the same or similar space will be held or offered for future meetings. AUGS/IUGA reserves the right to terminate this Agreement, close the Exhibit Space and remove the Exhibitor's property if AUGS/IUGA determines, at its sole discretion that the Exhibitor is not eligible to participate in the Meeting or is in violation of any AUGS/IUGA rules and regulations

Use of Space: The Meeting is held primarily for the education of urogynecologists and allied health professionals. In keeping with the educational purpose of the Meeting, only book publishers and non-profit organizations may sell items on the floor. All other groups are limited to only taking orders for products and services. All sales and order taking is limited to an Exhibitor's own Exhibit Space. Retail sales of exhibitor goods must be requested and approved in writing by AUGS/IUGA at the time of Contract. Exhibitors engaged in AUGS/IUGA-approved retail sales are responsible for all appropriate local and state licenses and permits and the submission of sales reports and sales taxes to Tennessee State. Failure to have retail sales activity pre-approved by AUGS/IUGA may result in the closing of the exhibit by Meeting Management and forfeiture of all exhibit fees.

Exhibit Space Guidelines

Installation of Exhibits: Service kits are sent to each exhibitor. Arrangements for exhibit contractor services or for the rental of tables, chairs, floor covering, draping, etc., must be made in advance with T3 Exposition Services. Installation of exhibits must be completed by Wednesday, September 25, by 2:30 pm CST. After this hour, no installation work is permitted without special permission from AUGS/IUGA.

Removal of Exhibits: All exhibits must remain intact until Friday, September 27 at 3:30 pm CST and may not be dismantled/removed until that hour. Saturday move out hours will be communicated within the service kit.

Non-profit Booth Assignment: Non-profit booth companies may purchase a 10'x10' booth for a reduced price of \$1,500. In order to obtain the \$1,500 rate, proof of non-profit status such as a 501(c)3 Form or similar IRS/International document must accompany the exhibit application/contract.

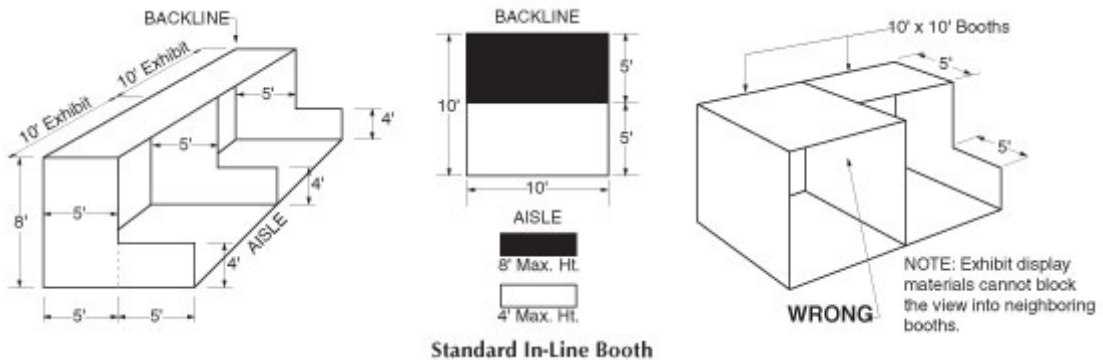
Care of Exhibit Space: The exhibitor shall maintain and keep booth space in good order. Special cleaning and dusting of booth and display equipment and material are the exhibitor's responsibility. Exhibitors may not place anything in the aisles while exhibits are open.

Exhibit Space Guidelines

Booth Design

Booth Construction and Arrangement:

Inline Booths: No part of the display, except equipment therein, in excess of 8' feet in height is permitted without prior permission granted by AUGS/IUGA. No perpendicular obstruction 8' or more in height may extend forward more than 50 percent of the distance from the back wall and no objects more than 4' in height shall extend forward for the remaining space to the front of the booth. (Exceptions are subject to approval.)



End-cap Booths: End-cap booths are generally 10' deep by 20' wide. The maximum back wall height of 8' is allowed only in the rear half of the booth space and within 2' of the two side aisles with a 8' height restriction imposed on all materials in the remaining space forward to the aisle. End-cap booths are not permitted to have hanging signs.

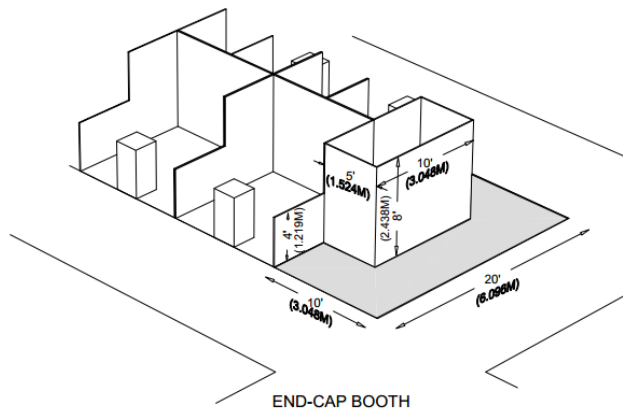


Exhibit Space Guidelines

Booth Design

Booth Construction and Arrangement:

Island Booths: An Island Booth is typically 20ft by 20ft or larger, although it may be configured differently. The entire cubic content of the space may be used up to the maximum allowable height, 20ft, including signage. Island booths are allowed to have hanging signs but rigging is at the exhibitors' expense; signs must be constructed of fabric or lightweight foam. *All island booths must submit booth renderings per the published exhibitor deadlines.*

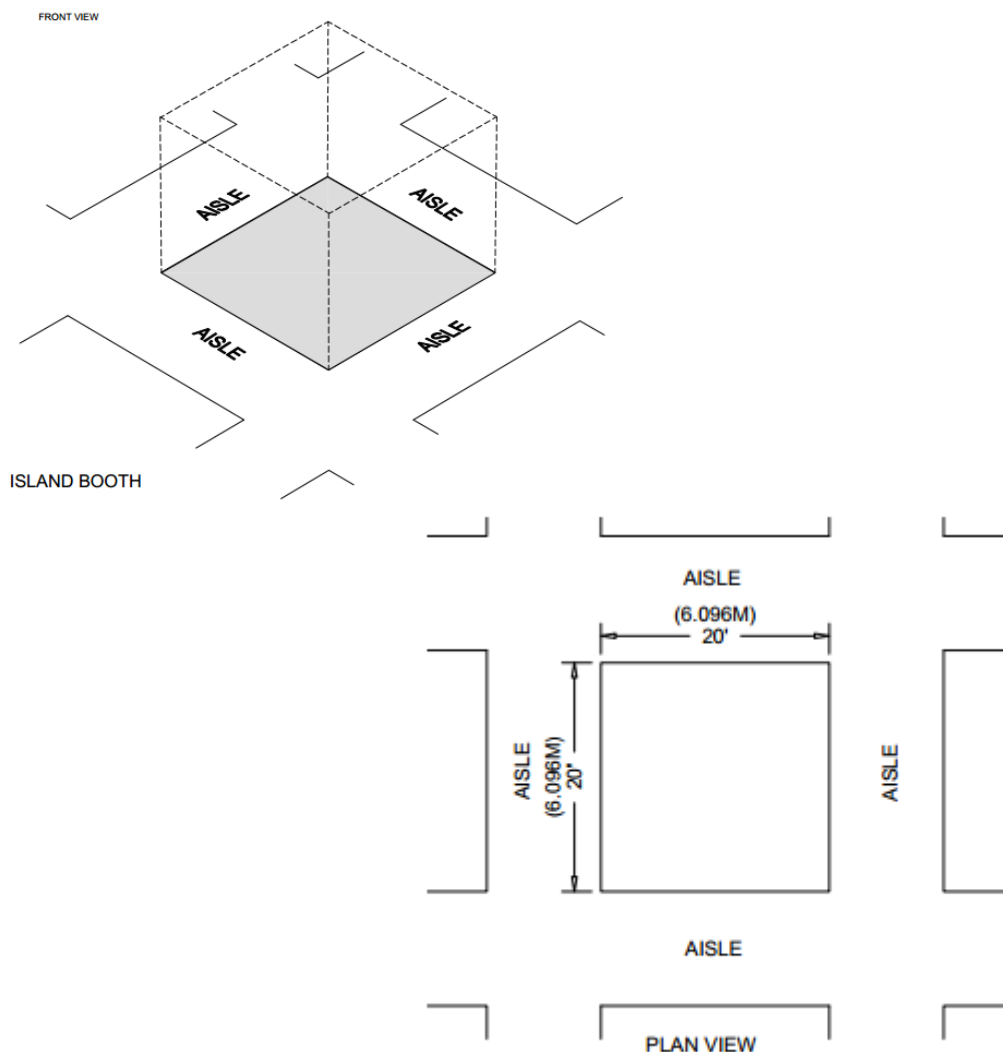


Exhibit Space Guidelines

Booth Design

Hanging Signs & Graphics: Hanging signs and graphics must be pre-approved by AUGS/IUGA and the Music City Center Nashville. Hanging signs and graphics should be submitted per the published exhibitor deadlines a minimum of sixty (60) days in advance.

Note: Only Island Booths are permitted to have hanging signs.

Line of Sight: Exhibitors are entitled to a reasonable sightline from the aisle regardless of the size of the booth. When designing booths, good judgment and consideration for neighboring exhibitors and attendees should be your primary objective. There must be 30% visibility on all sides of your booth. Display materials must not obstruct sight lines of neighboring exhibitors regardless of the number of linear booths used. *End Cap booths must adhere to this regulation as well.*

Displays and Decorations: Booths shall not present an objectionable side appearance when viewed from adjoining booth areas. Flammable materials are not allowed. Merchandise, signs, decorations or display fixtures shall not be pasted, taped, nailed or tacked to walls of the Building. No exhibit, merchandise, equipment, trunks, cases or packing materials shall be left in any aisle. No trunks, cases or packing materials shall be brought into or out of the Exhibit Space during exhibit hours. No signs, advertising devices or merchandise shall be displayed outside the Exhibit Space or project above or beyond limits of the Exhibit Space.

Exhibit Space Guidelines

General

Admittance: Admittance to technical exhibits is limited to the owners, officers, representatives and employees of exhibiting firms who have contracted for space. Representatives are defined as individuals who receive commission or salary from the exhibiting firm and must be certified by the exhibitor to AUGS/IUGA by advance date, which AUGS/IUGA specifies. Excluded from this category are representatives who maintain and own inventories of merchandise for resale. Such persons are considered to be dealers and are eligible to purchase exhibit space.

Trademarks: The exhibitor represents and warrants to AUGS/IUGA that no materials used in or in connection with their exhibit infringe on the trademarks, copyrights (including, without limitation, copyrights in music and other materials used or broadcast by exhibitor) or other intellectual property rights of any third party. The exhibitor agrees to immediately notify AUGS/IUGA of any information of which the exhibitor becomes aware regarding actual or alleged infringement of any third party trademarks, copyrights or other intellectual property right. The exhibitor agrees to indemnify, defend and hold AUGS/IUGA and its agents, their successors and assigns harmless from and against all losses, damages and costs (including attorneys' fees) arising out of or related to claims of infringement by exhibitor of the trademarks, copyrights or any other intellectual property rights of any third party.

Notwithstanding the foregoing, AUGS/IUGA shall not be liable for and expressly disclaim all liability for infringement of the trademarks, copyrights or other intellectual property of any third party arising out of the actions of any exhibitor.

Use of AUGS and IUGA Names, Logos and Floor Plan: The names and logos of AUGS/IUGA, as well as the T3 floor plan are the property of AUGS/IUGA. References to these including place and dates may be made on corporate advertisements with advanced approval.

Labor: Skilled labor to assist exhibitors in erecting/dismantling and/or packing/unpacking exhibits as well as drayage will be handled by the General Services Contractor. Forms for these services will be available in the Exhibitor Services Manual. AUGS/IUGA is not responsible for labor issues, shipping delays or materials shipped via other methods.

Exhibit Space Guidelines

Contract Terms and Conditions

Agreement to Terms, Condition and Rules: The Exhibitor agrees to observe and abide by the Terms, Conditions and Rules set forth hereafter and by such additional Terms, Conditions and Rules made by the AUGS/IUGA from time to time for the efficient or safe operation of the AUGS/IUGA Joint Scientific Meeting (Meeting), including, but not limited to, those contained in the Exhibitor Prospectus and the Exhibitor Service Kit.

Indemnification: The Exhibitor agrees to indemnify, defend and hold harmless AUGS/IUGA and the Music City Center Nashville, and their officials, officers, agents, representatives, and employees (also referred to as “INDEMNIFIED PARTIES”) from and against any and all claims, demands, suits, liability, damages, loss, costs, attorneys’ fees and expenses of whatever kind or nature, which result from, arise out of, or are connected with any acts, or failures to act, or negligence of the Exhibitor, or any of its officers, agents, employees, invitees or other representatives, including, but not limited to, claims of damage or loss resulting from the breach of these Terms, Conditions and Rules, or damage of any kind or nature arising out of or in connection with the Exhibitor’s use and /or occupancy of Exhibit Space, and claims of damage or loss to any third party resulting from any infringement of a copyright or patent or the unauthorized use of a registered trademark. The INDEMNIFIED PARTIES shall not be held liable for, and are hereby released from liability for, any damage, loss, harm or injury to the person or property of the Exhibitor or any of its officers, agents, employees or other representatives, resulting from theft, fire, water, accident or any other cause. The Exhibitor is responsible and accountable for the actions of its staff and any appointed contractor or vendor.

Insurance: Exhibitors who desire insurance on their exhibits must place the same at their own expense. AUGS/IUGA does not carry insurance of any sort on the exhibit or other property of Exhibitors, and as set forth in this contract; AUGS/IUGA assumes no liability for loss or damage thereto from any cause. All Exhibitors and their contractors must have insurance to protect themselves against bodily injury and property damage claims arising from Exhibitor’s participation in the Meeting, including but not limited to worker’s compensation and commercial general liability insurance in such amounts as are adequate, but in no event less than \$1 million (U.S.) combined single limit for both bodily injury and property damage, per occurrence.

Said insurance shall name AUGS/IUGA and Music City Center Nashville and their officials, officers, agents, representatives, and employees as additional insured. This insurance shall not be cancelled prior to the termination date of insured’s contract with AUGS/IUGA or until after thirty (30) days prior written notice has been given to AUGS/IUGA. It is agreed that any insurance maintained by AUGS/IUGA and the Music City Center Nashville shall apply in excess of, and not contribute with coverage provided by the Exhibitor or any of its agents, contractors or representatives.

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Certificates of insurance must be procured by the exhibiting company and their contractors no later than 60 days prior to the Show. Certificates of insurance for the Exhibitor must be provided on demand to AUGS/IUGA by the exhibiting company while the Exhibitor is at the Meeting. Certificates of insurance for Exhibitor's contractors must be delivered no later than June 16, 2019. Exhibitor's contractors failing to provide proof of insurance coverage to by June 16, 2019 will be excluded from participation at the Meeting.

Exhibitor Responsibilities and Listing in Final Program: The Exhibitor shall exhibit only its own products or services for which it is the duly authorized representative and shall cause all such products/services exhibited by it to be listed in the Final Program. In addition, principal(s) and/or employee(s) of the Exhibitor must be present in the Exhibit Space at all times during the open hours of the Meeting. AUGS/IUGA shall (a) supply Exhibitor with the Service Kit and (b) publish, or cause to be published in the Final Program. AUGS/IUGA shall not be responsible for errors or omissions in the Final Program.

Sale or Transfer of Exhibitor's Business: In the event of the sale or transfer of a substantial portion of the assets of Exhibitor's business, or of the controlling stock interest in Exhibitor's business, or in the event of a substantial change in management of the Exhibitor, AUGS/IUGA may terminate this contract.

Observance of Laws and Rules: The Exhibitor must comply with all laws, rules, regulations and ordinances of federal, state and local government authorities, and all rules of the Building.

Exhibitor Conduct: The Exhibitor and its representatives shall not congregate or solicit trade in the aisles of the exhibit halls, other exhibitor's Exhibit Space or in any other areas of the Building. Prior written consent of AUGS/IUGA is required for any giveaway or contest, for the employment or use of any live model, demonstrator or solicitor, and for any device for the mechanical reproduction or capture of sound or images. In all cases, all exhibitor activities must be confined to the Exhibit Space. AUGS/IUGA, at its sole discretion, may withdraw its consent for booth demonstrations and activities at any time, in which event the Exhibitor shall terminate such activity forthwith. Distribution of pamphlets, brochures or any advertising matter must be confined to the Exhibit Space. The Exhibitor shall not engage in any action or campaign that will distract attendees from attendance at the Show. The Exhibitor shall not enter into another exhibitor's Exhibit Space without invitation or when unattended. Neither the Exhibitor nor any of its representatives shall conduct itself in a manner offensive to standards of decency or good taste. Any dispute between Exhibitors, or any issue with respect to interpretation of these Terms, Conditions and Rules for Exhibitor conduct, shall be brought promptly to the attention of an AUGS/IUGA staff person whose decision shall be final and binding on all parties.

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Photographs: Only photography of the Exhibit Hall is permitted. No photographs of Exhibit Booths or merchandise shall be taken without the prior written consent of AUGS/IUGA.

Recording or Playing of Music: It is strictly prohibited for exhibitors to record exhibits other than their own. With this exception, no recording by any means (photography, audio tape, videotape, etc.) may take place in the Exhibit Hall or sessions. Violators will be removed and restricted from re-entering the Exhibit Hall or any other official part of the meeting.

In general, exhibitors may use sound equipment in their booths so long as the noise level does not disrupt the activities of neighboring exhibitors. Exhibitors should be aware that music played in their booths, whether live or recorded, may be subject to laws governing the use of copyrighted composition.

FDA Regulations and Restrictions: All medical devices or pharmaceutical products either exhibited or described in Exhibitor literature must satisfy U. S. Food and Drug Administration (FDA) requirements—full compliance with applicable FDA approvals as well as with its guidelines regarding display, promotion and marketing of medical products. If an exhibited product remains under clinical investigation or investigational new drug application (INDA) procedures, that fact must be prominently disclosed. Also, if not licensed or approved by the FDA specifically for urological procedures, that fact must be prominently noted. (Information regarding FDA regulations and approvals may be secured from the Agency.)

Closing of Exhibit: If the Exhibitor is the subject of a labor or similar dispute resulting in picketing or overt demonstration in or near the Show Building, AUGS/IUGA reserves the right to terminate this Agreement forthwith, close the exhibit and remove the Exhibitor's property from the Exhibit Space. AUGS/IUGA shall be entitled to terminate this Agreement forthwith, close the exhibit and remove the Exhibitor's property from the Exhibit Space at any time for failure by the Exhibitor or its duly authorized assignee or many of its officers, agents, employees or other representatives to perform, meet or observe any Term, Condition and Rules set forth herein or in the Prospectus, and such Exhibitor shall not be entitled to a refund of any payment.

Inability to Hold Show: If, because of war, fire, strike, terrorist acts, exhibit facility construction or renovation project, government regulation, public catastrophe, act of God or the public enemy or other cause beyond the control of AUGS/IUGA, the Meeting or any part thereof is prevented from being held, is canceled by AUGS/IUGA, or the Exhibit Space becomes unavailable, AUGS/IUGA in its sole discretion, shall determine and refund to the Exhibitor its proportionate share of the balance of the aggregate exhibit fees received which remains after deducting expenses incurred by AUGS/IUGA and reasonable compensation to AUGS/IUGA, but in no case shall the amount of the refund to Exhibitor exceed the amount of the exhibit fee paid.

Exhibit Space Guidelines Contract Terms and Conditions

Americans with Disabilities Act: The Meeting Building shall be responsible for all accessibility requirements and labor accommodation requirements under the federal Americans with Disabilities Act (ADA). AUGS/IUGA shall be responsible for those readily achievable, non-permanent accessibility requirements of the ADA, which are applicable to AUGS/IUGA if not otherwise provided by the Meeting Building. The Exhibitor agrees that it will comply with any provisions of the ADA, which are applicable to the Exhibitor.

Jurisdiction: Each party hereto consents to the jurisdiction of the courts of Nashville for enforcement or interpretation of this Agreement, and further consents to service of process in accordance with the Nashville Rules of Procedure.

Applicable Law: The terms of this Agreement shall be governed by the laws of Tennessee.