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NOTICE: IT IS IMPORTANT THAT EACH EXHIBITOR FIRST REVIEW THE "EXHIBITOR ELIGIBILITY" SECTION TO UNDERSTAND EXHIBIT REQUIREMENTS AND CATEGORIES THAT ARE PERMISSIBLE.

Americans with Disabilities Act

Exhibitor understands that the Americans with Disabilities Act (ADA) requires that its display must be accessible to persons with disabilities, and the Exhibitor agrees that it is solely responsible for assuring that its booth and display complies with the ADA.

Attorneys' Fees

Should AAFP find it necessary to retain an attorney or attorneys to enforce any of the provisions of the online Exhibitor Agreement and these Terms and Conditions (collectively, this "Agreement") or to protect its interests under this Agreement, AAFP shall be entitled to recover from the other party all reasonable costs, charges, and expenses including attorneys' fees.

Booth Space

Acceptance of Exhibitor Agreement

AAFP acceptance of the Exhibitor Agreement is within AAFP's sole discretion and is subject to subsequent verification of applicant's eligibility criteria. The AAFP may upon written notice reject any Exhibitor Agreement and decline to provide booth space at the event to any Exhibitor for any reason in its sole discretion. If an Exhibitor Agreement is rejected, the AAFP will refund Exhibitor's payment in full.

Agencies Requesting Space on Behalf of Clients

If an agency is requesting Exhibitor booth space on behalf of a client, such agency represents and warrants that it is duly authorized to act as agent of such client and to enter into this Agreement on the client's behalf. Agency and client shall be held jointly and severally liable for the fulfillment of Exhibitor's responsibilities under this Agreement, including, but not limited to, the payment of any and all fees.

Assignment of Booth Space

Assignment of booth space does not constitute an endorsement, sanctioning, or approval of any Exhibitor's product/service by AAFP. Exhibitors shall not convey or imply any such endorsement, sanctioning, or approval in any promotional materials either before, during, or after FMX.

The prospective Exhibitor must inform the AAFP within one week after receipt of booth space assignment if the assigned space is NOT acceptable. If it is not acceptable, the AAFP will retain a \$100 processing fee for each 10'x10' booth or equivalent and will refund the remainder of the payment made. After one week of Exhibitor's receipt of booth space assignment, cancellation schedule penalties apply. See "Cancellation of Booth Space."

Booth Activities/Celebrity Endorsements

- Interviews, demonstrations, detailing, or distribution of literature or samples may take place only inside the assigned booth space. Literature or other materials may not be left or distributed in AAFP common areas at the Anaheim Convention Center (e.g., main aisles, concession tables, Expo Hall elements, lounges, registration, parking lots, etc.) or in hotels within AAFP's housing block or within meeting rooms or attendee sleeping rooms.
- "Button-holing" of attendees is not allowed.

- Advertising, canvassing, or soliciting business is permitted only by Exhibitors, and then only within the space assigned to them.
- Walking actors, robots, characters or other such people or devices may not operate outside the
 assigned booth space. This includes travel to and from a company's multiple booths during show
 hours unless accompanied by company badged booth personnel.
- Demonstration areas may not extend into the aisle line of the exhibit -- space must be left within the exhibit area to accommodate visitors. Presentations are only allowed within a 20' x 20' or larger exhibit space.
- Should visitors interfere with normal traffic or overflow into neighboring exhibits, the presentation must be limited or eliminated.
- Exhibitors using celebrities for in-booth promotions must request permission, in advance, in writing, from Aaron Verhei, the AAFP Exhibit Manager, at averhei@aafp.org prior to August 29, 2025. Include the celebrity's name and the dates/times he or she will appear in Exhibitor's booth. If necessary, the Exhibitor is responsible for hiring security to assist with crowd control.
- Demonstrations, lectures, or presentations by anyone other than a full-time employee of the Exhibitor are prohibited.
- Exhibitor must submit all requests for booth activities by **August 29, 2025**. Send written requests to Aaron Verhei at averhei@aafp.org.

Booth Carpet/Cleaning

Booth carpet/floor covering is **mandatory** and is the responsibility of the Exhibitor. Carpeting must cover the entire booth space and may be ordered along with nightly vacuuming through AAFP's official contractor online in the Official Vendor Guide (available **May 5, 2025**). Exhibitors are required to keep their booths clean and free of combustible rubbish. Nightly aisle carpet cleaning will be provided by the AAFP. NOTE: Carpet/floor covering must not pose a tripping hazard; therefore, throw rugs are prohibited.

Booth Construction - General

Exposed unfinished sides or exhibit backgrounds must be draped. Exhibits will be inspected during set-up and the decorator, with Exhibit Floor Manager approval, will provide draping when deemed necessary. Charges for draping are the Exhibitor's responsibility. Exhibit components and signs may not be pasted, taped, nailed, tacked, or otherwise affixed to walls, doors, or any part of the Anaheim Convention Center.

Booth Decorations

- Pipe and drape will be provided by AAFP's official contractor.
- Booths at the Anaheim Convention Center are 10' x 10', or in increments of 10'.
- Standard booth construction includes 8' high white & grey back drape and 3' high side drape in white. Standard booth drape colors may not be changed by exhibiting companies.
- Aisle carpet color is Tuxedo (black & white).
- A standard 7" x 44" booth ID sign displaying the Exhibitor's company name and booth number is furnished free of charge for standard in-line/linear booths.
- NOTE: The purchase of exhibit space does not include tables, chairs, booth carpet, booth furnishings, electrical, internet, lead retrieval, etc. To view a complete list of booth equipment and prices and to order these services from AAFP's official vendors, visit the Official Vendor Guide (available May 5, 2025).
- No helium- or air-filled balloons may be used as part of booth decorations or inflated to distribute to attendees.

Booth Description/Promotion

- Exhibitors will have an opportunity to describe their booth's promotion in a 650 character (including spaces) online booth description, product categories, and new to show listings (if applicable).
- The online booth description will appear under the Exhibitor's company name as is listed in the Exhibitor Agreement in the live floorplan, on the FMX webpage, and in the FMX mobile app.
- Descriptions need to be factual and not promotional in nature. Copy will be reviewed and edited at the discretion of the AAFP for all promotional materials.
- Indicate registered trademarks or other proprietary markings using ® for product names registered with the U.S. Patent and Trademark Office, ™ for all trademarks, and ™ for all service marks. Please use quotation marks for designating publication names.
- NOTE: The printed, onsite FMX Official Program & Exhibit Guide will include only an alphabetized Exhibitor list with booth number(s), product category listings, and new to show listing (if applicable) if submitted through the Exhibitor Login by the Exhibitor before September 18, 2025.

Booth Relocation

In the event of conflicts regarding space requests, or conditions beyond its control, the AAFP reserves the right to revise the floor plan prior to FMX. The AAFP will not relocate booths, unless an unforeseen circumstance makes relocation unavoidable. In such unlikely event, Exhibitor will be given the option to cancel and receive a full refund of its payment if the reassigned space is deemed not acceptable to the Exhibitor within seven business days of receipt of the new assignment.

If an Exhibitor does not want to be located next to or near another exhibiting company, it may notify Aaron Verhei at averhei@aafp.org, in writing and request to be relocated to an available (open) booth of their choice. If an exhibiting company relocates to a different space, it is responsible for any cancellation fees and additional fees for the relocation. Relocation/move requests must be received prior to **August 29, 2025**. Keep in mind if you request to be moved after the Official Program & Exhibit Guide is printed, your print information will be incorrect.

NOTE: Exhibitor is responsible for notifying all official AAFP contractors and vendors (carpet, electrical, internet, audio-visual, lead management, floral, etc.) of its move request and new booth assignment so freight, booth furnishings, electrical, internet, etc. will be placed in the correct booth onsite. If this is not done, all expenses will be the responsibility of the exhibiting company. AAFP will not ask another assigned company to relocate or move.

On-site booth relocations by Exhibitors and/or move requests by Exhibitors are strictly prohibited due to the logistical burdens and increased costs AAFP would incur in accommodating such relocations/move requests. For questions onsite – see Aaron Verhei or Jill Vetter, Senior Sales Manager, Strategic Programs and Events, in the AAFP Expo Hall Management Office.

Booth Types

Corner Booths

Corner booths may not exceed 8' back wall height including signage, even if they are against a hard wall due to Anaheim Convention Center emergency light notifications and/or ventilation ports that could be blocked. Banner stands must be placed on the floor. No solid exhibit construction may exceed 48" in height, except in the rear one-half of the booth. For example, in a standard 10' x 10' booth, any construction or product above 48" must begin 5' back from the aisle line.

Island Exhibit Booths

Island exhibit booths are open on all four sides and may extend to a height of 20' with full use of the floor space permitted. However, demonstration areas may not extend to the aisle line of the exhibit; space needs to be left in the exhibit to accommodate spectators. Some groups of booths that abut each other but are not shown on the floor plan as island booths may be converted to islands. These floor plan changes must be approved by the fire marshal and the appropriate island surcharge fee must be paid to the AAFP. Some aisles may be blocked to create islands not shown on the floor plan, except for those providing free access to emergency exits or those designated as fire lanes. Contact Jill Vetter at jvetter@aafp.org for island booth pricing.

Peninsula/Endcap Booths

Peninsula/endcap booths are not offered.

Standard/Linear In-line Booths

Standard in-line booths may not exceed 8' back wall height including signage, even if they are against a hard wall due to Anaheim Convention Center emergency light notifications and/or ventilation ports that could be blocked. Banner stands must be placed on the floor. No solid exhibit construction may exceed 48" in height, except in the rear one-half of the booth. For example, in a standard 10' x 10' booth, any construction or product above 48" must begin 5' back from the aisle line.

Cancellation of Booth Space

Exhibit space that has been assigned and confirmed may be canceled by written notice to Jill Vetter at jvetter@aafp.org. If cancellation notice is received:

Before June 1, 2025 Exhibitor forfeits 50% of total cost for exhibit space assigned.
On or after June 1, 2025 Exhibitor forfeits 100% of total cost for exhibit space assigned.

NOTE: It is the Exhibitor's responsibility to cancel all other arrangements made in connection with exhibiting, including hotel reservations, requests for the services of official vendors, or any other contracted services associated with FMX. Exhibitor is liable for any and all fees or penalties associated with cancellation of said services, including without limitation, attrition charges imposed by FMX hotels to the extent such are applicable to Exhibitor's cancellation. See "Cancellation of FMX" for additional information.

Dismantling

Dismantling will be allowed during the following:

Wednesday, October 8, 2025
 Thursday, October 9, 2025
 3:30 p.m. – 8:00 p.m.*
 8:00 a.m. – 5:00 p.m.

Out of respect to the attendees still conducting business with Exhibitors on the final day, ALL EXHIBITS ARE TO BE OCCUPIED AND IN OPERATION UNTIL THE OFFICIAL CLOSING HOUR OF THE EXPO HALL. The packing of equipment, boxes, literature or dismantling of the exhibit is not permitted until closing time. Any Exhibitor who chooses to tear down early (any time prior to the designated dismantling hours)

^{*}Equipment (ladders, job boxes, carts, forklifts, etc.) may not be brought into the Expo Hall until 30 minutes after the close of the show on Wednesday, October 8, 2025, to allow attendees time to exit the Expo Hall.

will be in breach of this Agreement and penalties will be enforced and could jeopardize exhibit eligibility for future AAFP events.

For safety reasons, children under 18 are not allowed in the Expo Hall during installation or dismantling.

Electrical

- All electrical equipment (i.e., lighting, sound, special effect exhibit equipment) must meet National Electrical Code and local electrical codes.
- Electrical fixtures and fittings must be UL listed and marked as such.
- The use of latex cord wire and duplex or triple plugs in displays is not permitted.
- Electrical service is provided by Freeman Expositions, LLC. View the order form online in the Official Vendor Guide on **May 5, 2025**.

Floor Load

The Expo Hall floor load capacity at the Anaheim Convention Center is 350 pounds per square foot.

Floor Plan Revisions

Every effort will be made to maintain the general configuration of the floor plan for FMX. However, the AAFP reserves the right to revise the Expo Hall floor plan at its sole discretion.

Installation

Exhibit Installation will be held during the following dates and times:

•	Saturday, October 4, 2025	8:00 a.m. – 5:00 p.m.
•	Sunday, October 5, 2025	8:00 a.m. – 5:00 p.m.
•	Monday, October 6, 2025	8:00 a.m 4:00 p.m.*

^{*}Aisles must be clear of all boxes, skids, crates, trash, and materials by 1:00 p.m. on Monday, October 6, to allow the official contractor to clean/vacuum for the Expo Hall Grand Opening.

For safety reasons, children under the age of 18 are not allowed in the Expo Hall during installation or dismantling.

All exhibits should be set and ready by 4:00 p.m. on Monday, October 6, 2025.

Lighting: Par Lighting/Gobo Lighting

- Requests for Par/Gobo Lighting in a 20' x 20' or larger size booth must be submitted to Aaron Verhei at averhei@aafp.org by August 29, 2025.
- Requests for Par Lighting will be denied if the lighting imposes on the aisles or neighboring Exhibitors.
- The Exhibitor is responsible for any costs related to installing par lighting which may later be denied approval due to infringing on AAFP or neighboring Exhibitor's space.

Multi-level Exhibits

Multi-level exhibits in 20' x 20' or larger size booths require AAFP pre-approval from Jill Vetter at jvetter@aafp.org and the Anaheim Convention Center. The Exhibitor Agreement must reflect that the space requested is for a multi-level exhibit. Multi-level exhibits shall not exceed the 20' island height limit.

Music/Audio-Visual/Drones/Odor Producing Devices

- Exhibitor must obtain its own license for using copyrighted music.
- All ASCAP, BMI, SESAC or other copyright fees applicable to music or entertainment used as part of an exhibit are the full responsibility of the Exhibitor.
- All sound and audio-visual equipment must conform to fire regulations of the City of Anaheim and the Anaheim Convention Center.
- All audio speakers must face inside the booth and not toward the aisle.
- Video monitors or projection screens must be placed inside the booth, so viewers do not block aisles.
- Due to safety concerns, drones are not allowed at FMX. However, if an Exhibitor wants overhead booth photos of its own display by overhead drone photography, the Exhibitor must submit a written request to Aaron Verhei at averhei@aafp.org, and the Anaheim Convention Center by August 29, 2025. Pilot credentials may be required for further review.
- Exhibitors may not use electronic or electrical devices that result in noise, odor, or other kinds of annoyance to attendees. AAFP's on-site exhibit staff reserves the right to determine when noise or odor must be halted.

Reduction of Exhibit Space

In the event an Exhibitor reduces its exhibit space, the AAFP reserves the right to maintain the continuity of the Expo Hall. Every attempt will be made to accommodate the request.

- If, at the discretion of the AAFP, the exhibit space can be re-sized and remain in the current location, the Exhibitor will pay the applicable cancellation penalty plus the fee for the new space. See "Cancellation of Booth Space."
- If, at the discretion of the AAFP, the exhibit space cannot be resized and remain in the current location
 without jeopardizing the continuity of the Expo Hall, the Exhibitor will be re-located to a space of its
 choice based on best available locations. Applicable cancellation penalty plus the new space fee will
 apply.

Signage/Rigging

- Hanging signs are allowed in 20' x 20' or larger space and within the 20' height restriction and must be approved by Aaron Verhei at averhei@aafp.org and the Anaheim Convention Center.
- Freeman Expositions, LLC handles advance orders for ground supported signs and graphic production; view the Official Vendor Guide (available **May 5, 2025**) for more information.
- Please contact Aaron Verhei at averhei@aafp.org regarding hanging signs, safety cabling, and truss lighting regulations.

Spanning Aisles

Exhibits are not permitted to span an aisle by ceiling or floor covering.

Subletting Space

Subletting booth space is not allowed. Two or more companies <u>may not</u> exhibit in the same single space, unless they have applied as, and have been approved to exhibit as, Co-Marketers. See "Co-Marketing" for more information. Please contact Jill Vetter at <u>jvetter@aafp.org</u> with questions.

Traffic and Attendance

The AAFP works to make the FMX Expo Hall an engaging and educational environment for its attendees. Appropriate marketing and promotion of the FMX Expo Hall will be provided by AAFP. However, AAFP

makes no guarantees of traffic flow, demographic nature, quantity, or presumed quality of leads. AAFP strongly encourages Exhibitors to market their presence at FMX, which has been shown to favorably impact both traffic and return on investment. See "Use of the AAFP or AAFP FMX Symbol, Brand, Logo, Social Media Promotion" for more information.

Cancellation of FMX

In the unlikely event of cancellation of FMX due to any force majeure event (e.g., fire, strikes, governmental regulation or order, transportation interruption, terrorism, national emergency, natural disaster, outbreak or continuance of an epidemic or contagion or declaration of pandemic by the U.S. government or the World Health Organization, or other cause beyond the reasonable control of AAFP that prevents or makes it commercially unreasonable or inadvisable for FMX's scheduled commencement or continuance), then and thereupon Exhibitors and the AAFP have no further obligation to one another, and payment for any promotions that have not been delivered before cancellation of the event will be fully refunded.

Compliance with Laws and Codes

Both parties shall observe and comply with and give all notices required by applicable "Laws", defined as all local, state and federal laws, ordinances, rules, regulations (including, without limitation, labor union rules and requirements that are applicable to the venue location), and lawful orders of any public authority, whether existing at present or later enacted, bearing on the performance of this Agreement. Each party shall notify the other if it becomes aware of any noncompliance with the Laws in connection with this Agreement and shall take all appropriate action necessary to ensure compliance with the Laws. Additionally, Exhibitor shall comply with the Council of Medical Specialty Code for Interactions with Companies, American Medical Association Code of Medical Ethics, AdvaMed Code of Ethics on Interactions with U.S. Health Care Professionals, and PhRMA Code on Interactions with Health Care Professionals, as applicable.

Exhibits and Exhibitors

Animals

The use of live animals in an exhibit for any purpose is not allowed, with the exception of guide and service animals.

Badge Allotment/Fees

Exhibitors may register up to four booth staff free of charge for each $10' \times 10'$ booth or equivalent. Requests for more than four per $10' \times 10'$ booth require AAFP approval. Requests may be sent to Aaron Verhei at averhei@aafp.org.

Exhibiting companies requesting more than their allotted number of free Exhibitor badges will be charged \$895 per additional badge/person. This assessment is made following FMX, based on a final badge count. The return of unused badges to registration must be made before 4:30 p.m. on **Wednesday, October 8, 2025**, to not count against the Exhibitor's allotment.

Only staff of Exhibitors may access the Expo Hall. Therefore, badges will not be issued to non-staff nor to family members or guests of staff of Exhibitors. If badges are mis-used per these terms, the Exhibitor will be in violation of this Agreement, which could forfeit its exhibit eligibility for future AAFP events and result in the immediate removal of its booth from the Expo Hall.

Buttons/Pins/Stickers

Exhibitors may not distribute stick-on emblems, buttons, pins, or unofficial badges.

Clinical Testing/Hazardous Waste Disposal

Exhibitors wishing to conduct clinical tests in their booths must request permission from Aaron Verhei at averhei@aafp.org, in writing, prior to **August 29, 2025**.

- Blood samples, taken either by fingertip or intravenous drawing of blood, must be disposed of in accordance with local ordinances, and all applicable state and/or federal health Laws.
- Fluids, chemicals, petroleum-based products, food items (if applicable), or contaminated materials must be identified and disposed of in the manner prescribed by applicable Laws.
- Hazardous waste and/or medical waste is any material being stored, recycled, or thrown away that
 could cause injury or death, or pollute air, land, or water regulated by any applicable environmental
 or public health Laws.
- Exhibitors who possess materials that fit the above description must inform Aaron Verhei at averhei@aafp.org and the Anaheim Convention Center staff of its existence and plan for proper disposal.
- Exhibitors are responsible for payment of all expenses associated with booth activities that generate any type of hazardous or biomedical waste.

Co-Marketing

AAFP defines co-marketing as two or more technical and/or non-profit companies developing, manufacturing, producing, or distributing the same product. Space assignments will be based upon averaging the priority points of each exhibiting company. Companies submitting an Exhibitor Agreement for co-marketing of products earn the standard priority points under the Exhibitor's name that appears on the Exhibitor Agreement. All included entities must be identified on the Exhibitor Agreement.

Conduct Policies

View the AAFP's Anti-Harassment Policy and Antitrust Policy.

Drawings, Contests, Raffles, Lotteries, Games

Exhibitors are discouraged from conducting drawings, contests, raffles, lotteries, or other games of chance. However, an Exhibitor may conduct drawings that do not involve the requirement of payment or other consideration with the AAFP's prior written approval, with such request made no later than 90 days prior to FMX. Requests should be sent to <a href="mayer-average-ave

AAFP requires that any prize or award must be considered modest in value and that the opportunity be open to all FMX attendees. The drawing and notification of winner is the responsibility of the Exhibitor and must be drawn after the conclusion of FMX.

Entering Another Exhibitor's Booth

Exhibitors shall not enter the booth of other Exhibitors without invitation.

Exhibitor-Appointed Contractor (EAC)

All exhibiting companies using an Exhibitor-appointed contractor ("EAC") must input contact information for the EAC in the Exhibitor Portal by **August 29, 2025**. The EAC is required to provide the AAFP with an appropriate certificate of insurance by **August 29, 2025**. See "Insurance Requirements" for more information.

Exhibitor Eligibility

The AAFP retains sole authority to determine the eligibility of any company to be an Exhibitor at FMX and of any product or service to be exhibited at FMX.

The three categories of exhibits permitted at FMX, with additional specific requirements applicable to each category, are as follows:

- A. U.S. Food and Drug Administration (FDA)-approved products. Products that require approval of the FDA for marketing must receive FDA approval before they are exhibited at FMX. Exhibitors may be required to show evidence of FDA approval. This requirement applies to medical devices, drugs, and all other FDA-regulated products. If non-FDA approved products that require but have not obtained FDA approval are exhibited, the AAFP may deny installation privileges, or require removal, of the exhibit or may require discontinuance of any exhibit or promotion wholly or in part.
- B. Healthy food products. Exhibits promoting food products must not promote harmful or unhealthy products. If claims are made regarding the health benefits of a particular food product, the AAFP at its sole discretion may require that the potential Exhibitor provide appropriate documentation to substantiate claims made. If the health benefit claims made for such food product have not been demonstrated to the AAFP's satisfaction, the Exhibitor Agreement to exhibit will not be accepted.
- C. Other products and services not covered by A or B above which: (1) meet the standards of generally accepted medical practice or (2) are of interest to FMX attendees because of their relevance to the clinical or socioeconomic aspects of the practice of medicine. At the AAFP's sole discretion it may require potential Exhibitors of a product or service in this category to provide technical data and scientific documentation to substantiate the safety and effectiveness of the product or service, as well as the accuracy of the claims made regarding it. If the safety, effectiveness, and accuracy of claims made for such product or service have not been demonstrated to the AAFP's satisfaction, the Exhibitor Agreement to exhibit will not be accepted.

Companies whose focus is TENS units, LED skincare (facial and body), cosmetic products, and massagers are not allowed to exhibit under any circumstance.

IMPORTANT NOTES:

- Exhibits for nutritional or dietary supplements and vitamin preparations are not eligible unless the product is approved for marketing by the FDA or its efficacy and safety is substantiated by clinical studies acceptable to the AAFP generally, meaning studies that have independent support in authoritative, evidence-based medical literature. More specific guidelines are available from the AAFP. Studies must be received by July 20, 2025 to allow sufficient time for review by the eligibility panel. Contact Jill Vetter at jvetter@aafp.org for any questions.
- Skin Care/Dermatological Products and Devices must submit full list and detailed description of
 all products, devices, and services that will be promoted to attendees at FMX to Jill Vetter at
 jvetter@aafp.org for further review before space will be assigned. AAFP acceptance of the

- Exhibitor Agreement is subject to receipt of such details. If an Exhibitor Agreement is rejected at AAFP's sole discretion, AAFP will refund Exhibitor's payment in full.
- New Exhibitors to FMX or those that have not exhibited at FMX within the past 5 years must complete and submit the Exhibitor Eligibility Form and a full list and detailed description of products, devices, and services that will be promoted to attendees at FMX to Jill Vetter at ivetter@aafp.org for further review before space will be assigned. AAFP acceptance of the Exhibitor Agreement is subject to submission of the Exhibitor Eligibility Form and such details. If an Exhibitor Agreement is rejected at AAFP's sole discretion, AAFP will refund Exhibitor's payment in full.
- If Exhibitor falsely misrepresents its products and/or services or is otherwise in breach of this Agreement, AAFP reserves the right to immediately evict Exhibitor and/or terminate this Agreement pursuant to the "Violation of Terms and Conditions" section contained herein.

The acceptance of a product or service for exhibit does not constitute an AAFP endorsement, nor a guarantee that the product or procedure is appropriate for the medical situation indicated.

Exhibits will not be accepted if the AAFP deems them to include false or misleading statements.

Displays for tobacco products or alcoholic beverages will not be permitted.

No exhibit will be accepted if the AAFP determines in its sole discretion that the exhibit is in poor taste, offensive to persons in attendance, promotes an activity that is unethical or illegal, is not in keeping with the character and purpose of FMX, or is otherwise not appropriate or desirable for FMX for any reason.

The AAFP may deny installation privileges or require removal of any exhibit or promotion (wholly or in part) that the AAFP finds objectionable for any of the reasons stated above.

The AAFP concurs with the American Medical Association ("AMA") Code of Medical Ethics Opinion 9.6.4, "Sale of Health-Related Products" (the "Opinion"). Consequently, no exhibit will be accepted that promotes the sale of health-related products from physicians' offices or websites unless documentation submitted with an Exhibitor Agreement clearly meets the guidelines set forth in the Opinion. Similarly, the AMA Code of Medical Ethics Opinion 11.2.2 prohibits physicians from placing their own financial interests above the welfare of their patients. In most instances the AAFP will not accept exhibits that offer referral or other fees to physicians in exchange for recommending products or services to patients.

Exhibitors with Products Regulated by the FDA

FDA regulations apply to any mention of product names that is accompanied by information on usage and indications viewed as product advertisement and must comply with full disclosure requirements.

Food & Beverage

- All food and beverage samples must meet the conditions of and be approved by the Anaheim Convention Center Catering Manager and Aaron Verhei at averhei@aafp.org. Menus and pricing will be listed in the Official Vendor Guide (available May 5, 2025).
- If refrigerated storage is required, please contact Freeman Expositions, LLC to make arrangements information will be available in the Official Vendor Guide on **May 5, 2025**.
- Exhibitors with related food and beverage products must order porter service to remove empty cartons and/or containers.

Giveaways

Exhibiting companies are permitted to distribute giveaways in accordance with the AMA Code of Medical Ethics Opinion 9.6.2, "Gifts to Physicians from Industry," which states:

"Gifts to physicians from industry create conditions that carry the risk of subtly biasing – or being perceived to bias – professional judgement in the care of patients.

To preserve the trust that is fundamental to the patient-physician relationship and public confidence in the profession, physicians should:

- (a) Decline cash gifts in any amount from an entity that has a direct interest in physicians' treatment recommendations.
- (b) Decline any gifts for which reciprocity is expected or implied.
- (c) Accept an in-kind gift for the physician's practice only when the gift:
 - (i) will directly benefit patients, including patient education; and
 - (ii) is of minimal value."

Exhibiting companies must secure the AAFP's prior approval for giveaways. Any item an Exhibitor intends to distribute must be submitted in writing to Aaron Verhei at averhei@aafp.org for pre-approval.

Giveaways must be associated with products or services of the Exhibitor.

Hours of Exposition/Booth Staffing

The FMX Expo Hall will be open during the following dates and times:

Monday, October 6, 2025
 5:00 p.m. – 7:30 p.m. Expo Hall Grand Opening

Tuesday, October 7, 2025
 Wednesday, October 8, 2025
 9:00 a.m. – 3:15 p.m.
 9:00 a.m. – 3:15 p.m.

All exhibits are to remain intact and staffed during the above hours. Exhibitors who are the sole staffers for booths may, of course, take brief breaks. Out of respect to the attendees still conducting business with Exhibitors on the final day, ALL EXHIBITS ARE TO BE OCCUPIED AND IN OPERATION UNTIL THE OFFICIAL CLOSING HOUR OF THE EXPO HALL. The packing of equipment, boxes, literature or dismantling of the exhibit is not permitted until closing time. Any Exhibitor who chooses to tear down early (any time prior to the designated dismantling hours) will be in breach of this Agreement and penalties will be enforced and could jeopardize exhibit eligibility for future AAFP events.

In-Booth Education

- Companies with Island Booths (20' x 20' or larger) may provide formal in-booth education within their exhibit space.
- Exhibitors with in-line space may not conduct formal presentations.
- Live in-booth education shall not be eligible for CME credit.
- Exhibitors providing live in-booth education must display a sign stating, "This Educational Session Does Not Qualify for CME Credit."
- Companies choosing to provide in-booth education must inform Aaron Verhei at averhei@aafp.org, in writing, no later than **August 29**, **2025**.
- Exhibitors cannot distribute CME materials unless they are the CME provider (in accordance with Accreditation Council for Continuing Medication Education standards).

Market Research/Surveys

The following terms and conditions are required of any Exhibitor who intends to conduct a survey from its booth space:

- Survey must be pre-approved by the AAFP before **August 29, 2025**. Send survey to Aaron Verhei at averhei@aafp.org for approval.
- Exhibitor must share survey results with the AAFP.
- AAFP must approve all survey-related results in publications and print pieces prior to publication.
- Exhibitor is prohibited from using the AAFP name, the FMX name, related logos, or brands in survey-related results publications.

No Shows

Any Exhibitor which reserves booth space and does not inform AAFP of its plans for non-attendance in writing, in advance, will not be permitted to exhibit in future AAFP events. In addition, the Exhibitor will forfeit 100% of the total cost of the assigned exhibit space.

AAFP reserves the right to re-assign exhibit space on-site to a wait-listed Exhibitor from an assigned company that is a no show by the close of the Expo Hall on the first day and has not submitted a late set request.

Non-contracted Exhibit Space

Individuals, companies, and organizations that have not contracted with the AAFP for exhibit space are not permitted to display or demonstrate products, processes, or services; solicit orders; or distribute advertising materials in convention facilities, parking lots or hotels contracted by the AAFP. Noncompliance will result in the prompt removal from FMX.

Onsite Selling of Products or Services

While the primary purpose of FMX is to further the medical professional education of attendees through displays and demonstrations, sales of products and services, and order taking of same are permitted only when conducted in a professional manner.

- Products for sale must be the Exhibitor's own unaltered, marketed products, and the products or services must be pertinent to the attendees' professional interests.
- All selling of Exhibitor's products and/or services is restricted to the space assigned to each Exhibitor.
- The AAFP reserves the right to restrict or halt sales activities that it, in its sole discretion, deems inappropriate or unprofessional.
- Exhibitors are solely responsible for complying fully with business license and sales and use tax Laws.
- Exhibitors are solely responsible for complying fully with all applicable Laws.
- Exhibitors shall not ask for or expect gratuity to be given by attendees. If an attendee voluntarily
 offers gratuity, it can be accepted, but an Exhibitor shall never ask for gratuity on the sale of a
 product.
- Aggressive sales tactics are absolutely prohibited.

Outstanding Invoices

Outstanding balances due to AAFP because of previous transactions must be paid in full before exhibit space will be assigned.

Payment/Method of Payment

Prior to **June 1, 2025**, a 50% deposit is required upon submission of the online Exhibitor Agreement. Remaining 50% is due within 30 days of receipt of the booth confirmation email. All Exhibitor Agreements received on or after June 1, 2025 require full payment upon their submission.

If full payment is not received, Exhibitor's space may be cancelled and AAFP will retain any deposit. In addition, the prospective Exhibitor is responsible for paying any remaining balance and will not be eligible to exhibit at future AAFP events until such balance has been paid in full.

Pay your balance online with the secured Exhibitor Login link and company password. See your booth confirmation email.

The AAFP accepts payments made by MasterCard, Visa, American Express, and Discover.

Checks should be made payable to the American Academy of Family Physicians and sent to:

American Academy of Family Physicians
Attn: Accounting
11400 Tomahawk Creek Parkway
Leawood, KS 66211-2672

Priority Point System

The AAFP point system is used to make Exhibit booth assignments and is calculated as follows:

- 1 point for every year exhibited
- 1 point for every 100 square feet (10' x 10') of exhibit space
- 1 point for every \$10,000 invested in FMX sponsorships

\$1 - \$10,000 = 1 point \$10,001 - \$20,000 = 2 points \$20,001 - \$30,000 = 3 points \$30,001 - \$40,000 = 4 points \$40,001 - \$50,000 = 5 points

The Exhibitor Agreement date of receipt is used to determine assignments only when there is a need to break a tie in points during initial assignments or determine priority for Exhibitor Agreements that are received after priority point assignments.

In the event of company merger or acquisition, two options exist under the AAFP's point system:

- The controlling company may file only one Exhibitor Agreement for all of the newly acquired companies under its "umbrella." The controlling company would receive the points of the highest ranked company within the new structure. All other companies' or division's points return to zero. All booths must be listed under the company's booth listing in the printed, onsite FMX Official Program & Exhibit Guide.
- The company may continue as though the merger or acquisition had not occurred, with each company or division submitting its own Exhibitor Agreement and maintaining its original priority points. In this instance, each individual company/division may have its own booth listing in the printed FMX Official Program & Exhibit Guide.

Social/Unofficial Activities

AAFP maintains control over the function space in the hotels within AAFP's housing block and the Anaheim Convention Center in order to preserve and protect an equitable exposition for attendees and Exhibitors of FMX. Any social function or special event planned by an Exhibitor to take place during FMX, **October 5** – **9, 2025**, must be pre-approved by the AAFP. Exhibitor agrees to withhold sponsoring hospitality suites/rooms or other functions during official conference and Expo Hall activities, including exhibit hours, social functions, educational seminars and any other related activity scheduled by AAFP.

Send company name, booth number, desired hotel/location, date, time, anticipated attendance, attendee overview (type of attendees), and a brief description of the proposed function to Jill Vetter at jvetter@aafp.org for pre-approval.

Solicitation

Exhibitors are prohibited from soliciting other Exhibitors. Any Exhibitor or company representative who solicits Exhibitors will be in violation of this Agreement and may be removed from the Expo Hall. Additionally, such solicitation may jeopardize Exhibitor's exhibit eligibility for future AAFP events.

Any Exhibitor not participating in the AAFP official door drop or official advertising opportunities that participates in an unofficial hotel door drop or distributes exhibit materials outside of its assigned booth space by leaving company materials (i.e. brochures, pamphlets, pens, business cards, etc.) in common areas at the Anaheim Convention Center or in hotel(s) within AAFP's room block will be subject to immediate eviction and removal from FMX, forfeiture of all fees paid, and penalties, and such Exhibitor will be prohibited from exhibiting in future AAFP events.

Fire and Safety Regulations

Exhibitors will fully comply with the policies, rules, regulations and guidelines of the City of Anaheim and the Anaheim Convention Center, https://visitanaheim.mediavalet.com/portals/ACC-Rates-Policies-Guidelines.

Health and Safety Protocols

Exhibitor acknowledges and understands that the AAFP is continually assessing its health and safety measures in connection with its in-person meetings and events and will evolve its safety protocols as appropriate or advisable based on local or national conditions. Exhibitor may visit the <u>AAFP's Health and Safety Protocols webpage</u> to stay abreast of the latest updates. Exhibitor understands and agrees that all personnel who attend FMX shall comply with all requirements reasonably required by AAFP in connection thereto.

Housing

Maritz Global Events is the official housing provider for FMX.

For Exhibitor's convenience, the AAFP has blocked hotel rooms at special discounted group rates and convenient locations near the Anaheim Convention Center. Booking hotel accommodations through the AAFP is encouraged to avoid the possibility of limiting booth space for Exhibitors because of low room block pick-up.

Look Before You Book! As the date for FMX approaches, Exhibitors are sometimes targeted by hotel/housing providers who may claim to be "partners" or providing services on behalf of AAFP. **PLEASE**

BE AWARE THAT THESE COMPANIES ARE NOT AUTHORIZED TO PROVIDE SERVICES ON AAFP'S BEHALF.

AAFP works to prevent such unauthorized contact of the AAFP community as well as its conference attendee and exhibitors. Please be assured that AAFP is firmly committed to providing quality services to make your exhibiting experience a positive one, and AAFP will continue its efforts to prevent these hotel/housing providers from making unauthorized contact. Report these unauthorized hotel/housing providers to Aaron Verhei at averhei@aafp.org.

Insurance Requirements - Submission Deadline August 29, 2025

Exhibitor shall, at its sole cost and expense, procure and maintain in full force and effect, throughout the term of this Agreement, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of California, and with an A.M. Best rating of no less than A- (VII) in the following coverage types and amounts not less than as listed below:

TYPE OF COVERAGE	COVERAGE AMOUNTS
Workers' Compensation and Employee's Liability Coverage	Workers compensation per statutory limits and Employee's Liability Coverage of not less than \$1,000,000
Commercial General Liability Insurance to include coverage for: Personal Injury or Death Injury to or Destruction of Property Independent Contractor*	\$1,000,000 per occurrence and \$2,000,000 aggregate; Certificate holders (as listed below) to be named as additional insureds with waiver of subrogation in their favor. Pyrotechnics – Not Allowed by AAFP.
Business Automobile Liability a. Owned/leased vehicle b. Non-owned vehicle c. Hired Vehicles	\$1,000,000 per occurrence, combined single limit of liability for any auto or hired & nonowned. Certificate holders to be named as additional insureds with waiver of subrogation in their favor.

All certificates of insurance must list the American Academy of Family Physicians, City of Anaheim, the Community Center Authority, the Anaheim Union High School District, and Freeman Expositions, LLC as additional insureds and must be submitted to the AAFP prior to August 29, 2025. Due to security requirements and access to the Expo Hall, this deadline will not be extended. Send to:

American Academy of Family Physicians Aaron Verhei, Exhibit Manager 11400 Tomahawk Creek Pkwy. Leawood, KS 66211 averhei@aafp.org

If you are hiring an EAC to work on your booth during installation and dismantling, the insurance requirements described above also apply to these EACs, i.e., EACs must submit their own certificates of insurance to the AAFP by **August 29, 2025**.

^{*} Exhibitor Appointed Contractor (EAC)

If certificates of insurance are not received from EACs by **August 29, 2025**, Exhibitors are required to use Freeman Expositions, LLC, the AAFP official contractor, or Exhibitors' own full-time employees for booth installation and dismantling.

Within 10 calendar days of a suspension, cancellation or non-renewal of coverage, Exhibitor shall provide a replacement certificate of insurance to AAFP. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

It is agreed that Exhibitor's insurance shall be deemed primary and non-contributory with respect to any insurance carried by AAFP, Freeman Expositions, LLC, or the Anaheim Convention Center for liability arising in the performance of this Agreement.

Official Vendor Guide (Online)

The Official Vendor Guide, which will be available online **May 5, 2025**, is incorporated herein by reference and made a part of this Agreement and includes additional requirements for Exhibitors participating in FMX.

Press/Film Crews

All press/media questions may be sent to the AAFP Public Relations Department at (800) 274-2237, ext. 6051 for further assistance.

Secure Area

The AAFP will provide perimeter security at the Anaheim Convention Center during installation, exhibition, and dismantle hours. Additional information will be available in the Official Vendor Guide (available **May 5, 2025**).

Each Exhibitor must make provisions for safeguarding goods, materials, equipment, and displays at all times. The AAFP encourages each Exhibitor to exercise normal precautions to prevent loss or damage as a result of theft or other causes. AAFP assumes no liability for any act or omission in connection with any loss or damage suffered by Exhibitor as a result of any act or omission of any vendor, contractor, another Exhibitor or third party. Exhibitor and its representatives release AAFP from any and all liabilities for loss or damage arising from any cause whatsoever, except for actual damages resulting from AAFP's willful or negligent failure to fulfill its obligations hereunder. AAFP disclaims any and all liability for injury or other damages based on products or services displayed at FMX and for all claims that may arise out of the use of the displayed products or services.

Service Desk

The onsite Exhibit Service Desk will be located in the back of the Expo Hall. AAFP's official contractors and vendors will be available to answer Exhibitors' questions, take on-site orders, and make order changes starting **Saturday**, **October 4**, **2025**. The Service Desk will be open during all Exhibitor move-in times, and during all open show hours.

Show Management

Exposition management is provided by the AAFP. AAFP's official contractor for FMX is Freeman Expositions, LLC.

Smoking

Smoking is prohibited in the Anaheim Convention Center. This includes the use of e-cigarettes and vaping devices.

Use of the AAFP or AAFP FMX Symbol, Brand, Logo, Social Media Promotion

The AAFP and FMX brands, logos, and tradename are proprietary marks of the AAFP, and except as set forth below, may not be used by Exhibitor in any promotional and informational materials or websites, including but not limited to signs, advertising, and media promotions, without the prior written consent of the AAFP.

All Exhibitors are encouraged to promote their 2025 FMX attendance and booth information in advance of and throughout FMX. All posts using the hashtag #AAFPFMX will be displayed in social media posts for attendees to view.

Additional promotional tools available to showcase Exhibitor engagement are outlined below:

- Exhibitors may use a customized "We're Exhibiting" image on Facebook, Twitter, LinkedIn, Instagram, and in email signatures. Exhibitors may also place the image on their websites.
- Contact the <u>AAFP</u> and provide booth number to request the customized image.
- Make sure all posts use the approved hashtag.
- Publish the post and repeat as desired.

To facilitate Exhibitor engagement, AAFP has provided a suggested example:

"Meet us in Anaheim, at Booth ______. We are showcasing (enter description here)."

Exhibitors are encouraged to leverage social media throughout FMX as desired, provided posts comply with the guidelines below:

- Do not amend or alter the customized "We're Exhibiting" image.
- Do not use the image in a way that suggests or implies partnership, sponsorship, or endorsement by the AAFP or FMX.

Keep these guidelines in mind when posting about FMX:

- Non-flash photography is allowed for personal, social, or non-commercial use.
- Please respect attendees, presenters, and Exhibitors who state they do not want their slides and/or content shared on social media.
- Exhibitors taking photos must do so in a manner that does not disturb the presenters, attendees
 or other Exhibitors.
- Many booth designs contain copyrighted or trademarked materials, therefore permission for photographing another Exhibitor's booth must be given by the authorized occupants of that booth.
- Sharing slides that feature patient faces or other identifiable information is prohibited.
- Video recording, live audio, and/or video streaming is strictly prohibited. Failure to comply with this policy may result in being removed from FMX.

Video/Photo Release

By participating in FMX, Exhibitor grants AAFP and its designees the right to videotape or take photographs of Exhibitor (including incidental use of its marks) and its personnel during FMX and to use and reproduce

them in AAFP educational, news, or promotional materials or for any other legal purpose, whether in print, electronic, or other media, including AAFP websites. All postings are the sole property of the AAFP, and such postings may be displayed, distributed, or used by AAFP for any legal purpose.

Violation of Terms and Conditions

By applying for exhibit space, an Exhibitor, on behalf of its employees, contractors, and agents, agrees to abide by all of these Terms and Conditions. Violation may subject the Exhibitor to corrective action, up to and including restrictions, eviction, forfeiture of all fees paid, plus penalties, and/or denial of applications to exhibit in future AAFP events. In the event of restriction or eviction, the AAFP is not liable for any refunds, rentals, vendor charges, other exhibit expenses, or any other expenses incurred by Exhibitor. Exhibitors are expected to contribute to an overall professional environment and the AAFP reserves the right to restrict and/or dismiss any exhibit that it determines to be inappropriate or offensive to attendees and other Exhibitors or otherwise in violation of these Terms and Conditions.

When appropriate and feasible, an on-the-spot warning will be issued outlining the issues that are in violation of these Terms and Conditions, and the Exhibitor will be allowed an opportunity to bring its conduct into compliance. However, the AAFP, in its sole discretion, reserves the right to levy a more severe penalty without providing such a warning, including but not limited to immediate termination of the exhibit and the other corrective actions described above. Prior years' warnings and penalties may be considered in assessing penalties for current year's violations.

The AAFP has full authority to interpret or amend these Terms and Conditions, and its decisions are final. All matters pertaining to FMX not specifically covered by this Agreement shall be subject to determination by AAFP in its sole discretion. AAFP may adopt rules or regulations from time to time governing such matters and may amend or revoke them at any time. Any such rules and regulations (whether included in the Official Vendor Guide or similar document) are an integral part of this Agreement and are incorporated herein by reference. Exhibitor shall observe and abide by additional regulations made by AAFP. This Agreement (including the Official Vendor Guide and any additional terms and conditions adopted by AAFP from time to time) states the entire agreement of the parties with respect to the subject matter hereof and supersedes any previous understandings or agreements, written or oral, which the parties may have reached with respect to the subject matter hereof and any different or additional terms of any purchase order or other business form submitted by Exhibitor or its agent. Any terms and conditions in such purchase order or other business form shall be for administrative purposes only, are void, and shall have no legal effect.

Waiver

AAFP shall not be deemed to waive any of its rights hereunder unless such waiver is explicitly stated as a waiver in writing and signed by AAFP. No delay or omission by AAFP in exercising any of its rights shall operate as a waiver of such rights and a waiver of rights in writing on one occasion shall not be construed as consent to or a waiver of any right or remedy on any future occasion.