



OES Sponsorship Contract—Terms and Conditions

1. APPLICATION AND ELIGIBILITY. Application for booth space or other sponsorship must be made online as provided by Oncology Education Specialists, LLC (hereinafter “OES”), contain the information as requested, and be executed by an individual who has authority to act for the applicant. Exhibition space is designed for the display and demonstration of products and services relating to hematology/oncology pharmacy practice by supporting hematology/oncology pharmacy practitioners in optimizing cancer patient care. OES shall determine the eligibility of any company, product, or service. OES may reject the application of any company whose display of goods or services is not compatible, in the sole opinion of OES, with the educational character and objectives of the exhibition. In the event that an application is not accepted, any paid space-rental fees or deposits will be returned. This contract is binding upon receipt and acknowledgment by OES. Acknowledgement is constituted by one or more of the following: OES confirmation letter or e-mail message, or conference information sent to the exhibitor.

2. PAYMENT DATES. No booths will be guaranteed until OES receives full payment of the total fee. If full payment is not received by September 3, 2021, OES will have the right to resell the assigned exhibit space. The exhibitor expressly understands and agrees that all amounts paid hereunder will be applied first to any outstanding obligations due OES by the exhibitor, and then to the amounts due in accordance with this paragraph hereof, that any resulting arrearages must be paid within the time limits specified herein, and that OES will have the right to cancel this agreement if the exhibitor is or becomes in arrears with respect to any outstanding obligation due OES

3. CANCELLATION OF BOOTH SPACE. If the exhibitor notifies OES in writing of the exhibitor’s intent to cancel the contract after acceptance but prior to August 20, 2021 a full refund of monies, minus a \$250 administrative fee, will be made. If OES receives a written request for cancellation of space between August 20, 2021 and September 3, 2021, the exhibitor will be liable for fifty percent (50%) of the full price of said exhibitor’s booth space. No refunds will be made after September 3, 2021. In the event of cancellation by an exhibitor, at no time can the cancellation fee be considered a donation or be recognized as support of OES. If for any cause beyond the control of OES—such as, but not limited to, the destruction of the exhibit facilities by an act of God, the public enemy, authority of the law, fire, or other force majeure—OES is unable to comply with the terms of this contract and deliver the space allotted hereunder, this contract shall be considered terminated and any payments made hereunder by the exhibitor shall be refunded to the exhibitor, less expenses incurred by OES to the date of the termination allocable to the exhibitor after proration thereof among all exhibitors.

4. EXHIBIT STAFF REGISTRATION. Registration of allotted representatives per paid sponsorship will be complimentary, provided that registrations are received by the Association before September 10, 2021. There will be a \$500 charge for the registration of each additional representative who exceeds the per-sponsorship allotment. After September 10, 2021, an onsite \$100 service fee will be incurred for the following:

- Registration of each representative
- Each name change
- Each lost badge or name substitution.

Each exhibitor who registered in advance will have a printed exhibitor badge available at the registration area at the meeting. Exhibitors must wear badges at all times—including during setup times, exhibit hours, and dismantling.

5. FAILURE TO OCCUPY SPACE. Any space not occupied by 8 am, Saturday, September 25, 2021 shall be forfeited by the exhibitor, and space may be resold, reassigned, or used by OES without refund, unless a request for delayed occupancy has received prior approval by OES in writing.

6. FDA REGULATIONS. Exhibitors shall comply with all applicable U.S. Food and Drug Administration (FDA) regulations, including, without limitation, FDA restrictions on the promotion of investigational and pre-approved drugs and devices and the FDA prohibition on promoting approved drugs and devices for unapproved uses. Any product not FDA-approved for a particular use or not commercially available in the U.S. may be exhibited only if accompanied by easily visible signs indicating the status of the product. Exhibitors shall have available at their exhibit space a letter from the FDA that describes the allowable use of any drug or device exhibited.

7. MISCELLANEOUS. OES shall have the sole authority to interpret and enforce all terms and conditions governing exhibitors and this exhibition. Any and all matters not specifically covered herein are subject to decision by OES. These terms and conditions may be amended at any time by OES upon written notice to all exhibitors. The exhibitor expressly agrees to be bound by the terms and conditions set forth herein and by any amendments thereto adopted by OES from time to time. This contract shall be interpreted under the laws of the United States and of the State of North Carolina.