APPLICATION/CONTRACT FOR EXHIBIT SPACE

Please fill out the application completing all sections. Retain a copy for your files. Fax to 866-334-4219; email to ADCES@conventusmedia.com; mail to Conventus Media, 55 Ferncroft Rd. Ste. 200, Danvers, MA 01923.

1. COMPANY INFORMATION

Company: ____________________________________________________________
Street: ______________________________________________________________
City: __________________________ State: __________________________
Country: __________________________ Zip Code: __________________________
Website: ____________________________________________________________

2. CONTACT (PERSON HANDLING LOGISTICS)

Name: __________________________________________________________________
Title: __________________________
Work Phone: __________________________
Cell Phone: __________________________________________________________
Email: __________________________

3. CONTACT (PERSON AT COMPANY IF DIFFERENT FROM ABOVE)

Name: __________________________________________________________________
Title: __________________________
Work Phone: __________________________
Cell Phone: __________________________________________________________
Email: __________________________

4. BOOTH RATE PER SQUARE FOOT

<table>
<thead>
<tr>
<th></th>
<th>Early Bird</th>
<th>Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>In-Line</td>
<td>$31</td>
<td>$32</td>
</tr>
<tr>
<td>Corner</td>
<td>$34</td>
<td>$35</td>
</tr>
<tr>
<td>Island</td>
<td>$39</td>
<td>$40</td>
</tr>
<tr>
<td>Non-Profit*</td>
<td>$19</td>
<td>$20</td>
</tr>
</tbody>
</table>

*Non-Profit rates restricted to inline booths only

CANCELLATION OF SPACE

Should Exhibitor cancel its space for any reason, Exhibitor shall notify ADCES in writing and pay ADCES the applicable cancellation fee listed below. Note: In addition to full booth payment, if cancellation occurs within 90 days of the event, a $500.00 penalty will be assessed for each 10 x 10 booth.

Date Notice of Cancellation is Postmarked | Cancellation Fee
On or before October 11, 2019 | No Cancellation Fee
October 12, 2019 – January 18, 2020 | 50% of Booth Fee
On or after January 19, 2020 | 100% of Booth Fee

REDUCTION OF SPACE

Should Exhibitor decide to reduce its booth size after booth assignment, Exhibitor shall notify ADCES in writing and pay ADCES the applicable space reduction fee listed below:

Date Notice of Cancellation is Postmarked | Space Reduction Fee
On or before October 11, 2019 | No Space Reduction Fee
October 12, 2019 – January 19, 2020 | 50% of Original Booth Fee
On or after January 19, 2020 | 100% of Original Booth Fee

5. BOOTH SELECTION

Booth Choices: 1. ___________ 2. ___________
3. ___________ 4. ___________

Preferred Configuration: [ ] Inline [ ] Island [ ] Corner [ ] Non-Profit

Does your company plan to offer food samples? [ ] Yes [ ] No

We do not want to be near the following companies:
__________________________________________________________
__________________________________________________________

Show Management will make every effort to avoid conflicting space assignments where known conflicts exist. However, due to the nature of the exhibits, conflicts may be unavoidable.

6. EXHIBIT FEE & DEPOSIT SCHEDULE (U.S. FUNDS ONLY)

Size of Booth: ___________ X ___________ Total Sq. Ft

Booth Rate: $ ___________ X ___________ / Sq. Ft.

= Total Booth Cost: $

1st deposit: 50% of the total booth fee is due Oct. 11, 2019 $ ______

Final Payment: Remaining 50% of the booth fee due Feb. 15, 2020 $ ______

Note that Onsite and Early Bird discounted rates are only applicable if fee payments are made by the Exhibitor according to the above deposit schedule; otherwise, Standard rates shall apply.

Applications received after Feb. 15, 2020 will be invoiced and have 30 days for payment processing.

7. PAYMENT

[ ] Check: (Payable to ADCES) Check # __________________________
Mail to: ADCES—Exhibits, Dept. 4384, Carol Stream, IL 60122-4384

[ ] Credit Card: A statement will be sent containing the link to the credit card processing portal.

8. CONTRACT EXECUTION

The undersigned Company is hereinafter called “Exhibitor,” and the American Association of Diabetes Educators is hereinafter called “The Association” or “ADCES.” Exhibitor agrees to the Exhibit Terms and Conditions as printed on the reverse hereof, and agrees that they are a part of this contract and hereby further agrees to abide by them and any additional rules deemed necessary by ADCES. The undersigned hereby makes application for space which when accepted by ADCES becomes a contract. Application must be dated and include exhibitor signature:

Signature of authorized exhibitor agent ___________ Date ___________

Printed Name __________________________
The above organization is hereinafter referred to as Exhibits Manager or Management. Provisions noted herein are considered Terms and Conditions of this contract. Exhibitor agrees to be responsible for complying with any applicable federal, state and local laws, regarding but not limited to sales and use taxes and rules and regulations promulgated by the Management. Promotions and other promotional opportunities to any exhibiting sponsor, which in the opinion of Management is unlikely to contribute to the overall objectives of the Annual Meeting. Refer also to Amendments clause.

EXHIBITOR ELIGIBILITY: Participation in ADCES20 is limited to manufacturers and suppliers of products and services having an interest in diabetes. ADCES reserves the right to accept, reject or condition acceptance based on ADCES's sole discretion, for any reason, which need not be disclosed to the applicant.

BOOTH RENTAL: Rental price (In-line booth) includes 8 high x 10 wide back drapes with 3 high x 10 wide side rail drapes; standard (11” x 17”) two-line sign with booth number and name of exhibitor. Furniture, carpeting price is not included in the booth rental. For ADCES20, exhibit booth heights are restricted to a maximum of 25 feet.

SPACE ASSIGNMENTS: Management shall assign Exhibit Space and reserves the right to change the location of the exhibitor's assigned Exhibit Space as Management deems necessary in the best interests of the exhibitor, Exhibitor, and/or the Exhibits Manager. The Exhibitor is not permitted to alter the location of the Exhibit Space unless the changes are approved by the Exhibits Manager.

REGISTRATION OF EXHIBITOR PERSONNEL FOR THE EXHIBIT AREA: Advance registration will be provided to exhibitors. All exhibitors will be required to register. All exhibiting companies will be entitled to four free exhibit personnel badges per 100 sq. ft. of space. Additional registrations, substitutions or replacement badges for exhibit personnel will be charged accordingly. Admission to the Exhibit Area will be by badge only.

CANCELLATION: If exhibitor cancels their booth space for any reason, or if Management cancels the use of such space, the show week for which the exhibitor has contracted shall be retained as follows: The initial 50% for the booth originally contracted is non-refundable after October 11. Companies canceling after space has been assigned will receive a refund of the amount paid in excess of the 50% initial deposit providing written notice is postmarked prior to January 19, 2020. When canceling after January 19, 2020, the exhibitor's full paid amount for the space retained shall be liquidated as direct and indirect costs incurred by Management for organizing, setting up and providing space for Exhibitor, and losses and additional expenses caused by Exhibitor's withdrawal. Costs resulting from an exhibitor's cancellation must be determined in consultation with Management and will be based on the above schedule according to the date on the written request return note. In addition to full booth payment, if cancellation occurs within 90 days of the event, a $500.00 penalty will be assessed for each 10 x 10 booth.

 SPACE REDUCTION: If exhibitor reduces their booth space, monies paid to Management shall be retained as follows: The initial 50% for the booth originally contracted is non-refundable and must be paid before the downsized booth can be assigned. An amount paid in excess of the 50% initial deposit for the booth originally contracted will be refunded to companies that provide written notice prior to January 15, 2020. When reducing booth size after January 15, 2020, the full cost of the booth originally contracted must be paid in full. In all cases, monies retained will be applied to the cost of the downsized booth.

FAILURE TO SET-UP: ADCES reserves the right to dismantle, take possession of, and resell the exhibit space if the exhibitor does not set up their booth or move it within two hours after the hours of the exhibit floor. In all cases, exhibitors shall be responsible for any and all legal and/or financial expenses incurred by ADCES in the event the Exhibit is delayed, interrupted or not held as scheduled; and, if for any reason beyond the control of Management, the Exhibit is not held, Management may retain so much of the amount paid by exhibitors as necessary to defray expenses already incurred by Management.

NO-EXHIBITORS: No firm or organization other than assigned exhibitors will be permitted to solicit business within the exhibit area. Exhibitors are requested to inform the Management of their knowledge of any such occurrence.

CIRCULATION AND SOLICITATION: Distribution of promotional material can only be made within the booth area assigned to the Exhibitor presenting such material. Likewise, all sales solicitation and/or promotion of exhibits shall be restricted to the booth area assigned to the Exhibitor. Substitutions or replacement badges for exhibit personnel will be charged accordingly. Admission to the Exhibit Area will be by badge only.

PERIMETER MARKETING RADIUS RULE, ADCES20

AMENDMENTS: Exhibitor shall be bound by and comply with all terms and conditions set forth herein and any amendments thereto or additional rules or regulations (e.g., Exhibitor Service Manual, Exhibitor Updates and other informational mailings). ADCES reserves the right to interpret, amend and enforce the conditions, rules and regulations of the Agreement. Written notice of any amendments to rules and regulations shall be given to each exhibitor. Exhibiting companies who do not abide by ADCES’s perimeter marketing guidelines will be penalized for any and all copyright use, including but not limited to, all obligations to report data and pay royalty fees. Any live musical presentations must be preapproved by ADCES in writing. ADCES reserves the right to determine an acceptable volume for the playing of any live or recorded music.

MUSIC LICENSING & USE OF COPYRIGHTED WORKS: The exhibitor or agent signing this agreement shall be responsible for obtaining all necessary licenses for any and all recorded music and/or audiovisual materials, including but not limited to, all emergency recordings, special performances, displays or other uses of copyrighted works, trademarks or patented inventions or designs and (b) any use of any name, likeness, signature, voice or other impression, or other intellectual property owned by others at the event. Among other things, the exhibitor or agent agrees that no musical work or performance for which a license is required shall be staged, performed, broadcasted, retransmitted, reviewed, performed, via either ‘live’ or mechanical means, or by or on behalf of the exhibitor or agent at the event unless the exhibitor or agent has previously obtained written permission from the copyright owner, or the copyright owner's designee (e.g., ASCAP, BMI, or SESAC) for such use. Furthermore, the exhibitor or agent agrees to be fully responsible for the performance of all obligations under any agreement permitting the use of such music, including, but not limited to, all obligations to report data and pay royalty fees. Any live musical presentations must be preapproved by ADCES in writing. ADCES reserves the right to determine an acceptable volume for the playing of any live or recorded music.

Exhibitors who wish to advertise outside of the convention center proper or at the host city airport(s) are required to obtain approval from the exhibitor services department at the ADCES20 Exhibition Services Manager. ADCES reserves the right to interpret, amend and enforce the conditions, rules and regulations of the Agreement. Written notice of any amendments to rules and regulations shall be given to each exhibitor. Exhibiting companies who do not abide by ADCES’s perimeter marketing guidelines will be penalized in accordance with the “Enforcement of Rules and Regulations Policy” as stated on the exhibitor application for booth space at the ADCES.