

2021 BPS VIRTUAL EXHIBIT RULES & REGULATIONS

General: All matters and acquisitions not covered by the regulations are subject to the decision of Biophysical Society. In the event of any such decision being of general interest, notice will be given by Biophysical Society to exhibitors as may be affected. "BPS" used herein or in subsequent regulations shall mean the Biophysical Society, its committees, agents, or employees acting for the management of the Annual Meeting & Exhibition.

Nature of Virtual Exhibition: The Biophysical Society 65th Virtual Annual Meeting is designed to provide a program to further the education of scientists working in the field of biophysics. The exhibits must be of an educational character. They must emphasize instruments, products or services for use in teaching and research, books, or other publications in scientific fields of relevance to the interests of the members, or directly convey scientific research findings in those areas of science represented by the Biophysical Society. The Biophysical Society reserves the right at its sole discretion to accept or deny applications for virtual exhibit space. The Biophysical Society also reserves the right to refuse giveaways that do not meet professional, acceptable standards.

Enforcement of Rules: By applying for virtual exhibit space, an exhibitor agrees to adhere to all conditions and regulations outlined herein. Show Management (SM) will monitor conformity with these Rules and Regulations for this meeting. Each exhibitor is granted a terminable license to exhibit, subject to all the rules herein. If it is decided that an exhibitor has failed to comply with any rule, the license may be terminated, and the virtual exhibit closed without notice. In all interpretations of the Rules and Regulations, SM's decision is final.

Space Assignment: Virtual booths will be assigned at the discretion of the Biophysical Society. Priority of booth selection is given to companies that secured exhibit space during Pre-Sales at the 2020 Annual Meeting. Exhibit Management reserves the right to alter exhibitor's virtual booth at any time if deemed in the best interests of the Exhibition. Exhibit Management will consult with exhibitor before exercising its discretion.

Virtual Booth Specifications: All virtual booths are situated on Cadmium CD's eventScribe platform. Exhibitors are highly encouraged to design and complete their virtual booth setup by the deadline. Virtual booths that are not complete by the deadline are subject to being removed from the platform.

Virtual Standard Booths: This virtual booth package comes with recognition on the Exhibit and Event websites, acknowledgement in the online Program Book, a company details description, contact information, product categories, favorite/tweet/social media buttons, website button, lead retrieval, a scientific registration pass, exhibit booth passes, product showcase, and a resources tab.

Virtual Gold Booths: This virtual booth package includes all benefits listed on the Standard Booths and additionally a company logo, booth banner, request information button, and a like button.

Booth Upgrades & Sponsorship: Companies can choose to upgrade the virtual booth ranging from \$100 - \$540. Companies can sponsor the BPS 2021 Virtual Annual Meeting with opportunities ranging from \$1,000 - \$8,000.

Registration of Exhibitors: Each exhibiting company will receive 2 or 4 exhibit booth passes based on the booth package purchased. Companies may purchase additional exhibit booth passes at a designated rate which can be found on the BPS Exhibits Website. It is the responsibility of the authorized individual signing the Contract for Exhibit Space to inform all company personnel of the rules and regulations contained here. Exhibitor badges will not permit attendance at any virtual scientific sessions. Exhibiting companies will be given the opportunity to register their representatives in advance through the Exhibitor Portal. If a Company needs a guest badge, these must be purchased through Annual Meeting Registration at the designated rates which can be found on the BPS Annual Meeting Registration webpage.

Obligations: The Company agrees to adhere to all BPS Events deadlines (listed on the BPS Exhibits Website) and in the Exhibitor Portal. If submission deadlines are missed, it could result in the loss of benefits or opportunities associated with the BPS Virtual Annual Meeting. If the Company misses deadlines, the Company is still liable for all payment contributions.

Cancellations & Refunds: Cancellation of virtual exhibit space, booth upgrades, and/or sponsorship must be directed in writing to BPS. The date of receipt will be used as the official cancellation date. Virtual booth space, booth upgrades, and/or sponsorship sales are final. Refunds will not be given for any cancellations at any time.

Exhibitor Conduct: Exhibitor shall refrain from any action that will distract attendees from attendance at the exhibit during open hours. Exhibitor or any of its representatives shall not conduct itself in a manner offensive to standards of decency or good taste. The following practices are prohibited: • Sub-leasing of exhibit space. • Soliciting participation in surveys or otherwise harassing registrants. The use of open audio systems. • The use of live animals. • Photographs or other

forms of visual display of surgery and experimentation being performed. Exhibitors are requested to staff their exhibits with personnel attired in a manner consistent with the decorum of the meeting and knowledgeable in the products and policies of the company. Non-exhibitors may not solicit business from scientific registrants or companies exhibiting.

Photography & Video Recording: Photography, audio recording, and video recordings by any Company without permission are prohibited. This includes, but not limited to, taking of photographs or video recordings of any material in connection with the BPS 2021 Virtual Annual Meeting. Exhibitor acknowledges and agrees that BPS, its employees and contractors may take photographs/videos which could include images of Exhibitor, its representatives and its material in connection with the Events. Exhibitor hereby consents to and grants to BPS and its affiliates, the unrestricted, perpetual, worldwide, royalty-free and transferable right and license to use (and grant others the right to use) the images worldwide without any compensation. Exhibitor acknowledges that BPS is the sole and exclusive owner of all rights in the images and hereby waives (a) any and all rights in and to such images, and (b) any and all claims Exhibitor and its representatives may have relating to or arising from the images or their use.

Distribution of Giveaways & Handouts: Exhibitors will be permitted to distribute appropriate promotional material and related items from the virtual exhibit booth only. In keeping with the educational purpose of the exhibit program, all such giveaways and literature must conform to acceptable, professional standards, and are limited to information about the company's products and services. Companies may not distribute materials of any kind announcing events occurring at times other than the dates of the BPS 2021 Virtual Annual Meeting unless granted approval prior to event. BPS has the sole discretion and right to prohibit the distribution of any materials that violates this policy, deems objectionable, or is inappropriate.

Liability: Exhibitor is solely responsible for any damages, claims, losses, liabilities or expenses that arise out of or are in any manner connected with the exhibitor's participation at the BPS 2021 Virtual Annual Meeting. Neither BPS, Cadmium CD, BAV, or their members, owners, officers, representatives, or employees, will be responsible for any injury, loss or damage that may occur to any person or property from any cause whatsoever, prior, during or subsequent to the period covered by the exhibit contract. BPS is not responsible for any injury, loss or damage to the exhibitor's property or its employees, agents or contractors. Each exhibitor must make provision for the safeguarding of its goods, materials, equipment and display at all times. The exhibitor agrees by signing the Booth Application to insure itself, at its own expense, against property loss or damage, and against liability for personal injury. Exhibitors agree to indemnify and hold harmless BPS, Cadmium CD, BAV, or their members, owners, officers, representatives, or employees, against all claims, losses, suits, damages, judgments, expenses, costs and charges of every kind, including attorneys' fees, resulting from, or related to the exhibitor's occupancy of the exhibit space contracted for, including without limitation by reason of personal injuries, death or property damages sustained by any person.

IN NO EVENT WILL THE LIABILITY OF BPS EXCEED THE AMOUNT PAID BY EXHIBITOR TO BPS FOR VIRTUAL BOOTH SPACE AT THE ANNUAL MEETING. UNDER NO CIRCUMSTANCES WILL BPS BE LIABLE TO EXHIBITOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES (EVEN IF BPS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM ANY PROVISION OF THIS CONTRACT FOR VIRTUAL EXHIBIT SPACE.

Force Majeure: In the event that said premises shall be destroyed by fire or the elements, or by any cause, or in the event of government intervention or intervention or regulation, military activity, terrorist acts, strikes, disease, epidemics, or any other circumstances that make it impossible or inadvisable for BPS to hold the show at the time and place provided in the Booth Application, then and thereupon the contract shall terminate and the exhibitor shall waive any claim for damages or compensation, except the pro rata return of the amount paid for space, after deduction of actual expenses incurred in connection with the show, and there shall be no further liability on the part of either party. Any delay or failure by BPS will not be considered a breach of this Agreement if such is due to a labor dispute, earthquake, flood or any other event beyond reasonable control of BPS. BPS will promptly notify the Company thereof and use reasonable effects to resume performance as soon as possible. In the event that BPS is unable to reschedule the Event due to any Force Majeure event, BPS will provide the Company with written notice indicating such with option to receive a full refund of all unused booth and sponsorship fees prepaid as of the notice of termination, or allocate such monies to an alternative event as mutually agreed. BPS shall exercise its rights hereunder in its sole, but good faith discretion.

Use of the Biophysical Society: The use of the Biophysical Society name or logo is not permitted on virtual signage within the Cadmium CD platform Event site or on descriptive product literature, EXCEPT reference may be made to the Annual Meeting as the "Biophysical Society 65th Virtual Annual Meeting" or "BPS 2021 Virtual Annual Meeting" (with place and dates) on the exhibitor's advertising.

Termination: This Agreement shall terminate: (i) upon the occurrence of a material breach of a material provision by Exhibitor if such breach is not cured within thirty (30) days after written notice of such breach is received by Exhibitor identifying the matter constituting the material breach; or (ii) at any time upon the mutual written consent of both parties. BPS may determine for any reason to cancel, suspend, reschedule or otherwise modify the dates, schedule, plans, or methods of delivery (including, but not limited to, virtual) for the Events. In such event, Exhibitor agrees that all damages,

costs, and lost profits that it may suffer as a consequence thereof are its responsibility and not that of BPS or its representatives, vendors, volunteers, agents, or employees.

Selling Products: BPS will permit sales during the 2021 Exhibit Hall. In order to conduct sales, Companies must strictly adhere to all applicable rules, policies and procedures prior to, during and following the Annual Meeting. Exhibitors choosing to participate in direct sales must clearly indicate such intent on their application and contract for exhibit space. Exhibitors are solely responsible for (i) paying all applicable state and/or city sales taxes; (ii) complying with all tax laws, regulations and policies of the Company's city and state; and (iii) complying with any other associated tax laws, policies, regulations, or requirements. BPS is not responsible or accountable in any way for sales conducted during the virtual event, nor after if via sale by leads from the event, collection or payment of sales tax, compliance with applicable tax laws, or for any violations made by an exhibiting company concerning sales tax, or any other applicable tax laws, policies, regulations or requirements. BPS is not liable for providing the Company's relevant information. BPS may decline the sale of any product and/or service during the event, in its sole and absolute discretion. BPS reserves the right to remove any Company who does not comply with the BPS Rules and Regulations, and the Cadmium CD Privacy Statement.

Rejection of Application: BPS reserves the right to reject a booth and/or sponsorship application. The enforcement of this right is at the sole and absolute discretion of BPS Management and is not subject to appeal.

Americans with Disabilities Act: Each exhibitor shall be responsible for compliance with the Americans with Disabilities Act within their assigned exhibit space.

Amendments: BPS reserves the right to interpret, amend, and enforce these Contract Rules and Regulations. Written notice of any amendments or interpretations shall be given to each exhibitor. Each exhibitor, for himself, his agents and employees agrees to abide by all Contract Rules and Regulations set forth herein, or by any subsequent amendments or interpretations.

Conflicting Meeting and Social Events: In the interest of the success of the entire meeting and exposition, attendees and exhibitors agree not to extend invitations, call meetings, or otherwise encourage absence of attendees or exhibitors from the Virtual Annual Meeting or Virtual Exhibit Hall during the show's official hours.

This Contract for Virtual Booth Space and all rights and obligations of the parties relating hereto will be governed by and construed in accordance with the internal laws of the State of Maryland without giving effect to any conflicts of law rules that would cause the application of the laws of any other jurisdiction. Any controversy or claim arising out of or relating to this Contract for Virtual Booth Space or the breach thereof (except for an action for injunctive relief) will be resolved by arbitration held in Rockville, Maryland, in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect at the time the arbitration is initiated, and judgment upon the award rendered by the arbitrators may be entered in any court jurisdiction thereof. The prevailing party will be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.