

EXHIBITOR TERMS AND CONDITIONS

Hanger LIVE

Background: The 2024 Hanger LIVE Meeting (the “Meeting”) is sponsored by Hanger, Inc. The contract terms and conditions set forth in this agreement (this “Agreement”) regarding terms and conditions of renting booth space at the Meeting (“Exhibit Space”) have been established for the mutual benefit and protection of exhibitors, attendees, and Hanger, Inc. Any additional terms and conditions contained in the Exhibitor Service Kit or other communications will be considered an integral part of this Agreement. All exhibitors that desire to participate in the 2024 Hanger LIVE Meeting (“Exhibitors,” and individually, an “Exhibitor”) shall agree to the terms and conditions in this Agreement and shall execute any documentation requested by Hanger, Inc. memorializing such agreement.

RULES AND REGULATIONS

1. **Payments.** Applications submitted by Exhibitors on or before November 4, 2019, must be accompanied by payment in full of the space rental charge to receive the early bird rate. After November 1, 2023, all booths must be paid in full, at the increased rate, by January 10, 2024.
2. **Cancellation of Contract.** In the event an Exhibitor must cancel its request for Exhibit Space, the rental fee paid will be refunded in full (less a 10% processing fee) if the notice of cancellation is received by Hanger, Inc. in writing prior to December 1, 2023. No refunds will be made after December 1, 2023, under any circumstances, and Exhibitor shall be responsible for the total balance due for the Exhibit Space as outlined in the Payment provision above. In the event that (a) Exhibitor fails to pay all space rental charges by January 17, 2024, or (b) Exhibitor fails to perform or abide by any terms or conditions of this Agreement, then Hanger, Inc. shall have the right to terminate this Agreement immediately, terminate any right of Exhibitor to occupy the Exhibit Space, and retain all space rental fees paid, if any.
3. **Failure to Hold Exposition.** In the event that the Meeting is cancelled because of reasons beyond the control of Hanger, Inc., any space rental fees or deposits previously paid to Hanger, Inc. will be returned to Exhibitors on a prorated basis after all related show expenses incurred by Hanger, Inc., through the date of cancellation, have been satisfied plus an administrative fee and overhead expenses. However, Exhibitors will not be reimbursed if the Meeting is canceled, postponed, curtailed or abandoned due to act of war, act of terrorism, an act of God, insurrection, radioactive contamination, pollution, contamination, and similar occurrences.
4. **Force Majeure.** In the event the Gaylord Opryland Resort & Convention Center & Convention Center or all or any portion of the exhibit area where the Meeting will be held is unavailable for any reason, including as a result of fire, flood, tempest, or any other such cause or as a result of governmental intervention, malicious damage, acts of war, acts of terrorism, strike, lockout, labor dispute, riot, or any other cause or agency over which Hanger, Inc. has no control (“Force Majeure”), or should Hanger, Inc. decide that because of any such Force Majeure it is necessary to cancel, postpone or re-site the Meeting, or reduce the installation time, exhibit time, or move-out time, Hanger, Inc. shall not be liable to any Exhibitor nor be required to indemnify or reimburse any Exhibitor in respect for any cost, loss or damage, direct or indirect, arising in connection therewith.
5. **Exhibit Space Assignment.** Previous year’s exhibitors are given a 30-day priority period to sign up for their preferred Exhibit Space, starting September 4, 2019. After such 30-day period, all sales of Exhibit Space 4831-6033-6459.2 are open to all prospective Exhibitors. If any Exhibitor requests the same space at the same time as another Exhibitor, then Hanger, Inc. reserves the right to make the final determination in its sole discretion and in the best interests of the Meeting.
6. **Relocation of Exhibit Space.** Hanger, Inc. may relocate the location of any Exhibit Space, in its sole discretion, in the best interests of the Meeting.
7. **Subletting of Exhibit Space.** Exhibitors may not assign, sublet, or share Exhibit Space with any other party. Only the name of the Exhibitor executing this Agreement will be listed in official Meeting publications and promotions. All Exhibitors are required to complete and submit the digital registration form to Hanger, Inc. and are required to abide by the terms and conditions of this Agreement.
8. **Liability.** Although security service will be furnished by Hanger, Inc., neither Hanger, Inc. nor Gaylord Opryland Resort & Convention Center & Convention Center can or will be responsible for damage to, loss, or theft of property belonging to or injury to any Exhibitor, its agents, employees, business invitees, visitors, or guests. Exhibitor is required to carry its own appropriate insurance. Exhibitor shall protect, save, and hold Hanger, Inc. and Gaylord Opryland Resort & Convention Center & Convention Center forever harmless for any direct or indirect claim, action, loss, cost, damages, and expense of every kind or nature, including reasonable attorney’s fees and court costs, regardless of

whether relating to a third party claim, arising out of, or related to this Agreement, whether or not occasioned by the negligence of Exhibitor or those holding under Exhibitor. Further, Exhibitor shall at all times protect, indemnify, save and hold harmless Hanger, Inc. and Gaylord Opryland Resort & Convention Center & Convention Center against and from any and all losses, costs (including attorney's fees), damage, liability, or expense arising from or out of or by reason of any accident or bodily injury or other occurrence to any person or persons, including the exhibitor, its agents, employees, and business invitees, which arises from or out of or by Exhibitor's occupancy and use of the Exhibit Space and presence on the hotel premises where the Meeting is held, except for those matters directly caused by the sole and gross negligence of the foregoing indemnified persons or entities.

- 9. Exhibitor Insurance.** All property of Exhibitor is understood to remain under its custody and control in transit to and from or within the confines of the Meeting area. Hanger, Inc., and Gaylord Opryland Resort & Convention Center do not maintain insurance covering Exhibitor's property. Exhibitor shall carry Comprehensive General Liability coverage including premises, operations, and contractual liability coverage of at least \$500,000 for Personal Injury Liability and \$500,000 for Property Damage Liability. Exhibitor shall also carry Worker's Compensation insurance in full compliance with all federal and state laws and covering all of exhibitor's employees engaged in performance of any work for exhibitor with at least the following coverage: \$100,000 for each accident for bodily injury; \$100,000 for each employee for the bodily injury by disease; with a \$500,000 policy limit for bodily injury by disease. Exhibitor shall deliver to Hanger, Inc., upon request, certificates evidencing such coverage, naming Hanger, Inc. as a co-insured (or additional insured) and providing that each policy of insurance required to be maintained contains a clause requiring a 30-day pre-cancellation notice to the insured and the co-insured (or additional insured).
- 10. Disability Provisions.** Exhibitor represents and warrants (i) that its exhibit will be accessible to all persons to the full extent required by law; (ii) that its exhibit will comply with the Americans with Disabilities Act (ADA) and with any regulations implemented by that Act; and (iii) that it shall indemnify and hold Hanger, Inc. harmless from and against any and all claims, costs, damages and expenses, including attorney fees and litigation expenses, that may be incurred by or asserted against Hanger, Inc., 4831-6033-6459.2 its officers, directors, agents, or employees on the basis of the Exhibitor's breach of this paragraph or noncompliance with any law, including the provisions of the ADA.
- 11. Damage to Property.** Exhibitor is liable for any damage caused to any building floors, carpeting, walls, columns, standard booth equipment located on the Gaylord Opryland Resort & Convention Center property, including any other exhibitor's property. Exhibitor may not mar, track, make holes, or apply paint, lacquer, adhesives, or other coating to, or otherwise deface any standard booth equipment while located on the Gaylord Opryland Resort & Convention Center property.
- 12. Union Labor.** Exhibitors shall be bound by all contracts in effect between service contractors, Gaylord Opryland Resort & Convention Center, and labor organizers.
- 13. Exhibits.** Minimum booth space is (1) 6' table. For 10'x10' booths, standard backgrounds are ten feet in height, except where noted on the floor plans, and divider rails are three feet in height. In any portion of the booth beyond five (5) feet from the rear background of the booth, all parts of the exhibit shall be placed not to exceed a height of 48 inches from the building floor. In the area five (5) feet forward from the rear background of each booth, display materials may be placed up to a height not exceeding the official height limitations. Any deviation from the foregoing requirements, including any amendment or modification of the physical configuration of exhibit booths, must be submitted in writing to Hanger, Inc. for prior written approval. All demonstrations and exhibits must be confined to the table(s) or exhibit booths located in the applicable Exhibit Space. All unfinished surfaces must be finished or masked to the satisfaction of Hanger, Inc.
- 14. Booths and Equipment.** One tabletop display price shall include (1) 6' gray skirted table and (2) plastic contour chairs. One 10'x10' booth price shall include (1) 6' gray skirted table, (2) plastic contour chairs, (2) wastebaskets, back wall drape, and booth divider. All other furnishings, carpeting, equipment, services, etc., required by Exhibitor shall be at its own expense and responsibility, and may be ordered through the official Exhibit Service Contractor.
- 15. Delivery and Removal during Show.** Under no circumstances will the delivery or removal of any portion of any exhibit be permitted during the Meeting without express written permission from Hanger, Inc. All arrangements for delivery, during non-show hours, of supplies, such as flexible materials, cartons, and products to be packaged must be made with Hanger, Inc. No deliveries may be made during Meeting hours. All portfolios, briefcases and packages will be subject to inspection by security.

- 16. Conflicting Events during Show Hours.** Exhibitor shall not extend invitations, call meetings, hold hospitality events, or otherwise encourage absence of visitors/attendees from the exhibit hall and meeting rooms during official Meeting hours, educational programs, or mandatory conference events.
- 17. Dismantling.** Exhibitor's displays shall not be dismantled or packed in preparation for removal prior to the official closing time of 12:30 pm, Thursday, Jan. 25, 2024. Every exhibit must be fully staffed and operational during the entire Meeting. The dismantling of exhibit displays begins at 12:30 pm, Thursday, Jan. 25, 2024. The deadline for removal of all exhibit displays is 4:00 pm, Thursday, Jan. 25, 2024. At that time, any Exhibitor's displays or materials left in the booths without instructions will be discarded. Any Exhibitor that dismantles any exhibit prior to the official closing time will be fined \$500.
- 18. Badges.** Badges will be always required for entry into the Meeting Hall. Badges are not transferable, and any badge will be confiscated if worn by other than the person to whom it was issued. 4831-6033-6459.2 The clear view of the official Hanger, Inc. Meeting badge shall not be obstructed. Business cards or any other materials are not to be used in badge holders.
- 19. Character of Exhibits.** The general rule of the Meeting exhibit floor is to be a good neighbor. No exhibits will be permitted which interfere with the use of other exhibits or impede access to them or impede the free use of the aisle. Exhibit booth personnel, including demonstrators, are required to confine their activities within the Exhibitor's booth space. Apart from the specific display space for which an Exhibitor has contracted with Hanger, Inc., no part of Gaylord Opryland Resort & Convention Center and its grounds may be used by any organization other than Hanger, Inc. for display purposes of any kind or nature. Within the hotel property, Exhibitor's brand or company logos, signs, and trademark displays will be limited to Exhibitor's Exhibit Space only.
- a. **Soliciting.** Exhibitor may not call or invite a visitor out of one exhibit and into its own. Exhibitors must remain within their own exhibit space in demonstrating products, distributing literature, product samples, or other materials; other areas of Gaylord Opryland Resort & Convention Center or the aisles may not be used for this purpose.
 - b. **Attire.** Exhibitor and any of its representative should be conservatively attired to maintain the professional and businesslike climate of the Meeting.
 - c. **Sound.** Video presentations relating to Exhibitor's equipment will be permitted, provided projection equipment and screen are located in the rear one-third of the exhibit booth, and all viewers must stand or sit within the exhibit booth. Sound movies will be permitted only if the sound is not audible in the aisle or neighboring booths. Sound systems will be permitted if tuned to a conversational level and if not objectionable to neighboring exhibitors.
 - d. **Lighting.** In the best interest of the exposition, Hanger, Inc. reserves the right to restrict the use of glaring lights or objectionable light effects.
 - e. **Booth Exteriors.** The exterior of any display cabinet or structure facing a side aisle, or adjacent exhibitor's booth must be suitably decorated at Exhibitor's expense.
 - f. **Noise and Odors.** No noisy or obstructive activity will be permitted during Meeting hours, nor will noisily operating displays, nor exhibits producing objectionable odors be allowed.
- 20. Display Heights.** Display materials including show case displays or storage cabinets, electrical fixtures, wire, conduits, etc. must adhere to the Exhibit Construction Guidelines outlined in the Exhibitor Service Kit.
- 21. Safety Regulations.** Fire regulations require that all display materials be fire resistant or treated with a flame-retardant solution to meet requirements of the standard flame test as provided by Gaylord Opryland Resort & Convention Center for fire prevention. Electrical signs and equipment must be wired to meet the specifications of Underwriters Laboratories. No storage of any kind is allowed behind the back drapes or in the exhibit space. All cartons, crates, containers, and packaging materials may not be stored within the Exhibit Space. All aisles, corridors, exit areas, and exit stairways must be always maintained when the Meeting is in progress. No obstruction such as chairs, tables, displays, or other materials will be allowed to protrude into the aisles. Each exhibitor is charged with knowledge of all laws, ordinances, and 4831-6033-6459.2 regulations pertaining to health, fire prevention, and public safety while participating in this Meeting. Compliance with such laws is mandatory and the sole responsibility is that of Exhibitor.
- 22. Photography and Sketching.** Cameras may be carried in the Meeting area, but under no circumstances may photographs or drawings be made without the expressed authority of any exhibitor concerned in each case.

- 23. Complaints.** Complaints of any violation of this Agreement or any other related guidelines are to be made promptly to Hanger, Inc., and Exhibitor and its personnel agree that Hanger, Inc. shall have sole discretion to determine any remediation of such complaints.
- 24. Amendment Rules.** Hanger, Inc. reserves the right to make changes, amendments, and additions to these rules at any time and all changes, amendments, and additions to be made shall be binding on Exhibitor, with the provision that Exhibitor will be advised of any such changes. Any matters not specifically covered herein are subject to decision by Hanger, Inc. in its sole discretion.
- 25. Laws Applicable.** Exhibitor agrees to abide by both the rules and regulations of Gaylord Opryland Resort & Convention Center, Nashville, and the laws of the State of Tennessee.
- 26. Children.** Exhibitor's use of children under the age of 16 as models or for any other business purpose must be approved in advance by Hanger, Inc. in its sole discretion. Appropriate supervision must be always provided and Exhibitor must certify compliance with the Child Labor Act.
- 27. General.** The Meeting exhibit floor is not a venue for pursuing commercial disagreements, litigation or hostilities of any type between competing companies. Exhibitor acknowledges and agrees that during the Meeting, it will refrain from initiating, instigating or precipitating any legal or regulatory intervention, including self-help, for any purpose other than the health, safety, and physical well-being of persons at the Meeting. Exhibitor acknowledges and agrees that if it prompts any intervention of legal/regulatory authorities/personnel relating to competitive disagreements, it is reasonable to expect that such action will cause embarrassment, emotional distress, and damages to the good name of Hanger, Inc., and of companies that exhibit at the Meeting. It may also constitute direct interference with the contractual relationship between Hanger, Inc. and its exhibitors, as well as between Hanger, Inc. and the Meeting exhibit facility. If Exhibitor violates the provisions outlined in this Agreement, then in the sole discretion of Hanger, Inc., Exhibitor may be assessed an immediate disruption fee by Hanger, Inc. equal to twenty (20) times the amount of the Exhibit Space rental fee Exhibitor has paid, payable to Hanger, Inc., and Exhibitor further acknowledges and agrees that it may also be subject to claims for damages, above and beyond this 'disruption fee' from Hanger, Inc. or other exhibitors for behavior that violates this Agreement. Exhibitors agree to indemnify and hold Hanger, Inc. harmless for and against any damages that might be assessed against Hanger, Inc. because of any such incident. Exhibitor may also be removed from the Meeting and barred from exhibiting or participating at any future Hanger, Inc. event for a period of years, or even permanently, at the sole discretion of Hanger, Inc.