

The following terms and conditions, together with the documents referenced herein, the Exhibitor Space Application and Contract form the contract between, on the one hand, The American Academy of Anti-Aging Medicine (A4M), Metabolic Medical Institute (MMI), MCI OPCO, LLC, and any of their respective authorized persons and designees (collectively, "THE CONFERENCE GROUP") and, on the other hand, the Exhibitor. THE CONFERENCE GROUP reserves the right to render all interpretations and decisions, should questions arise, and to establish further regulations as may be deemed necessary to the general success and well-being of the exhibition and or any person(s) affiliated therewith. THE CONFERENCE GROUP's decisions and interpretations shall be final in all cases.

- 1. CONTRACT FOR PAYMENT AND SPACE.** All applications must be accompanied by payment in full for each booth, payable to MCI OPCO, LLC.
- 2. CONFIRMATION OF APPLICATION ACCEPTANCE.** The American Academy of Anti-Aging Medicine, Inc. ("A4M") is a 501(c)(3) non-profit organization whose mission is the advancement of tools, technology, and transformations in healthcare that can detect, treat, and prevent diseases associated with aging. A4M further promotes the research of practices and protocols that have the potential to optimize the human aging process. The conference is one of the primary means by which A4M seeks to fulfill its mission. In organizing the conference, THE CONFERENCE GROUP seeks a variety of exhibitors to provide conference attendees the opportunity to see and investigate a broad range of products or services which may impact the human aging process. With this in mind, THE CONFERENCE GROUP is not always able to confirm exhibit space immediately and may in its sole discretion accept or reject any application due to: the number of other applications from exhibitors who seek to promote similar products or services; to provide space to other exhibitors whose products or services are more in accord with THE CONFERENCE GROUP's mission or; to give priority to exhibitors who support THE CONFERENCE GROUP in other ways. Exhibitor understands that the confirmation process is not, therefore, determined on a first come, first serve basis. MCI OPCO, LLC or its designee will deposit all reservation payments upon receipt. In so doing, this shall not in any way constitute THE CONFERENCE GROUP's acceptance of any application. Rather, acceptance of an exhibitor application shall only be by written acceptance letter issued by MCI OPCO, LLC or its designee.
- 3. SPACE LOCATION.** THE CONFERENCE GROUP reserves the right in its sole discretion to determine the location of exhibit space. THE CONFERENCE GROUP's staff is not authorized to determine space locations. No oral representation of any A4M, MCI OPCO, LLC, THE CONFERENCE GROUP, or their respective designees (including staff members) as to the location of any exhibit space, shall be binding on THE CONFERENCE GROUP. THE CONFERENCE GROUP also reserves the right, at any time prior to the start of the conference, to change an exhibitor's location even if a prior location was confirmed. THE CONFERENCE GROUP shall not be liable for any such change.
- 4. REFUND OF BOOTH DEPOSIT IF APPLICATION IS NOT ACCEPTED.** If THE CONFERENCE GROUP does not accept an exhibitor application, it shall issue a refund check to said exhibitor by the beginning of the conference. No interest or other sums will be due. THE CONFERENCE GROUP's sole liability to any exhibitor whose application is not accepted is to refund to the exhibitor the fee submitted by that exhibitor with his/her/ its application.
- 5. CANCELLATION POLICY.** All cancellations must be made in writing. Exhibitors canceling 90 days or less prior to the start of the event will be charged a cancellation fee equal to 100% of the total contract charge. This amount includes any unpaid balance. Exhibitors canceling more than 90 days prior to the start of the event will be charged a cancellation fee equal to 50% of the total contract charge. This amount also includes any unpaid balance.
- 6. ATTENDANCE.** THE CONFERENCE GROUP shall not be liable for any verbal agreement or condition made by the representatives of A4M or its affiliates. Any language verbal or written relating to the number of participants is merely an estimate of anticipated attendance and does not in any way intend to guarantee the number of attendees to the conference..

- 7. RESTRICTIONS and LIMITATIONS ON USE OF SPACE.** Exhibitor agrees to abide by the rules and regulations of THE CONFERENCE GROUP, the exhibit hall and any other applicable rules, regulations, codes or standards. All exhibits shall be professional in appearance and staffed with the appropriate knowledgeable personnel. Exhibitor must keep space open and properly staffed at all times during exhibition hours. All active exhibition personnel must remain within the boundaries of assigned exhibit space and may not extend exhibition or information distribution activities into the aisle area or any other area. The assigned booth space may not be used for purposes other than distribution of information about and/or sale of, products and/or services to be rendered by the exhibitor assigned to the space at a later date. No exhibitor may distribute information pertaining to products and services of another. Under no circumstances shall services be rendered within the exhibition space. THE CONFERENCE GROUP reserves the right to restrict exhibit to minimum noise level and to suitable methods of operation. Exhibits, signs, displays, and exhibition activity by exhibition personnel or their affiliates are also prohibited in any public space or elsewhere on the premises of the meeting facilities, or in the guest rooms or hallways of the hotel; these activities include, but are not limited to, distribution of flyers, leaflets, coupons, brochures, or other printed materials. THE CONFERENCE GROUP has the right to any time and from time to time to formulate and publish any other rules, regulations, guidelines or other pronouncement relating to any conference which shall be made available to the Exhibitor upon request.
- 8 EXHIBITORS.** Exhibitors will receive registrations for four people to work the exhibit booth. Should exhibitors require additional registrations, they must be purchased from THE CONFERENCE GROUP at rates established by THE CONFERENCE GROUP. Registrations are not transferable.
- 9. SERVICE CONTRACTORS.** The Official Service Contractor may furnish all participating exhibitors with a Service Manual that will contain exhibit instructions and order forms for all booth accessories and services required. Orders not processed in advance for furniture, carpeting, labor, and other requirements must be procured at the Official Exhibit Contractor's Service Desk and are subject to on-site rates. Exhibitors requiring the services of independent contractors must have prior approval of THE CONFERENCE GROUP and the hotel, and no exceptions will be made that will interfere with the orderly function or security of the exposition, or with obligations or commitments of THE CONFERENCE GROUP. Exhibitors using ground or air freight carriers are requested to ship directly to the designated THE CONFERENCE GROUP freight contractor in ample time prior to the exhibition to allow effective and timely handling of materials.
- 10. ORDER-TAKING AND DISTRIBUTION OF MATERIALS.** Exhibitors will be allowed to accept credit card, check, cash, or purchase order payment for their product and may distribute said products on-site. Distribution of all products sold must be made by the end of tear-down. Exceptions must be approved in writing by THE CONFERENCE GROUP and the show facility. Long-term storage of exhibitor goods at the show facility is prohibited. Exhibitors will be responsible for all state and/or local taxes required by law.
- 11. FLOOR PLANS.** All dimensions and locations cited in literature and/or shown on floor plans are believed, but are not warranted, to be accurate. THE CONFERENCE GROUP reserves the right to make such modifications as may be necessary to meet the needs of the conference, the exhibitors, and exhibit program. Exhibits shall be arranged as to not obstruct the general view or hide the exhibits of others. Demonstration areas on the aisle line of the display that will result in traffic congestion in the aisle must be avoided. Any part of the exhibit which does not lend itself to an attractive appearance, such as unfinished side or end panels must be draped at the exhibitor's expense. THECONFERENCE GROUP reserves the right to have such finishing done and the exhibitor will be billed for all charges incurred. The exhibitor expressly agrees to do all installation and dismantling of exhibits during the time specified. No Exhibit may be dismantled before the official closing time. It is the responsibility of the exhibitor to arrange for materials to be delivered to the exhibit hall by the specified deadlines. Should the exhibitor fail to remove the exhibit, removal will be arranged by THE CONFERENCE GROUP at the expense of the exhibitors. The exhibitor must surrender rental space in the same condition as it was in at commencement of occupation. The exhibitor or his/her agents shall not injure or deface the walls, columns, or floors of the exhibit facilities, the booths, or the equipment or furniture of the booths. When such damage appears, the exhibitor shall be liable to the owners of the property damaged. of the exhibit which does not lend itself to an attractive appearance, such as unfinished side or end panels must be

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- 12. FIRE, SAFETY, AND HEALTH REGULATIONS.** The exhibitor agrees to comply with local, city and state laws, ordinances, and regulations and the regulations of the owner covering fire, safety, health, and all other matters. Affidavits attesting to compliance with the Fire Department regulations must be submitted when requested. No combustible materials shall be stored in or around the exhibit booths. No human or animal fluids, tissues, and/or hair or other biological materials may be collected or distributed on conference premises.
- 13. ACCEPTABILITY OF EXHIBITS.** All exhibits shall be to serve the interests of the members of THE CONFERENCE GROUP and shall be operated in a way that will not detract from other exhibits, the exhibition, or the conference as a whole. Acceptability includes persons, dress, things, conduct, printed materials, or anything of a character which THE CONFERENCE GROUP determines to be objectionable to the exhibition as a whole. THE CONFERENCE GROUP (including without limitation the Scientific Board of the conference) reserves the right to require the immediate withdrawal of any exhibit or person(s) believed to be injurious to the purpose and well-being of THE CONFERENCE GROUP. In the event of such restriction or eviction, THE CONFERENCE GROUP is not liable for any refund or rental fees or any other expense or damage incurred by the exhibitor. **Note that some products are prohibited or restricted according to section 5, above.**
- 14. PROMOTION.** To attract attendees and increase floor traffic during the conference and exhibition, exhibitors agree to distribute and promote the conference by mentioning THE CONFERENCE GROUP, the date, content and location of the conference in print and media advertisements procured or distributed by the exhibitor after such time as this contract is entered into.
- 15. SECURITY.** THE CONFERENCE GROUP will provide security personnel during the hours the exhibition is not operating, but the furnishing of such services shall not imply or construe any assumption of the obligation and/or duty with respect to the protection of the property of the exhibitors, which shall at all times remain in the sole possession and custody of each exhibitor. Neither THE CONFERENCE GROUP nor the property owner shall be liable in any way for any property of exhibitor or its employees or agents which is damaged or stolen even if security is not provided.
- 16. SERVICES.** It is mutually understood and agreed that THE CONFERENCE GROUP will provide each exhibitor with the following services free of additional charge: erection of necessary flame-retardant backgrounds of uniform style, an identification sign, aisle carpeting, program listing, general hall cleaning, and hall guard services. In addition to all other payments provided for this contract, exhibitor agrees to pay for the following services at rates approved by THE CONFERENCE GROUP: handling of incoming and outgoing freight; labor and material to assist exhibit erection, dismantling, and maintenance of the exhibit; electrical service, including outlets; cleaning service; telephone service; furniture/accessories. THE CONFERENCE GROUP may, but shall not be required, to supply these services.
- 17. NON-LIABILITY.** It is understood and agreed to by each and every exhibitor, its agents, and guests that neither THE CONFERENCE GROUP nor its employees or contractors shall be liable for loss or damage to the goods or property of exhibitor, its agents and guests. At all times such goods and properties remain in the sole custody and possession of the exhibitor. On signing the Application-Contract, exhibitor releases THE CONFERENCE GROUP, its respective managers, officers, members, sponsors, employees, and agents, and saves them harmless from any claim for breach of contract, property damage or personal injury sustained by exhibitor and its agents, employees or guests. This releases and indemnity shall extend to and expressly include all claims, injury or damage resulting from the sole negligence of one or more of the aforementioned indemnities.

IF the above release and indemnity is determined by any court to be unenforceable, THE CONFERENCE GROUP shall not be liable for any special or consequential damages. Rather, THE CONFERENCE GROUP's sole liability shall be to refund amounts paid by exhibitor to THE CONFERENCE GROUP for the booth.

- 18. INSURANCE.** The exhibitor agrees to obtain and maintain, throughout the duration of the conference including setup and tear down, comprehensive general liability insurance coverage naming A4M and MCI as an additional insured bearing limits of liability for property damage and bodily injury of at least \$1,000,000.00 per occurrence. Exhibitor must provide THE CONFERENCE GROUP with a certificate evidencing such insurance prior to set-up.
- 19. NON-ENDORSEMENT.** Exhibitor will not represent orally or in writing that exhibitor's products are in any way approved by THE CONFERENCE GROUP or that it is affiliated in any way with THE CONFERENCE GROUP.
- 20. ENTIRE AGREEMENT.** This Agreement together with the documents referenced herein and the Exhibitor Space Application and Contract represents the sole agreement between the parties relating to this subject matter and may only be amended in writing by an agreement signed by A4M and/or MCI OPCO, LLC or their respective designees, except that neither A4M, MCI OPCO, LLC, nor any of their respective designees shall have the right to alter the economic terms of this Agreement with the Exhibitor without the Exhibitor's consent. This provision does not, however, preclude THE CONFERENCE GROUP from solely establishing additional rules and regulations. Exhibitor understands that this Agreement may not be amended orally and THE CONFERENCE GROUP staff members do not have the power to amend or add to this Agreement in any way.
- 21. NON-ASSIGNMENT.** No exhibitor shall, without the written prior consent of the A4M or MCI OPCO, LLC, assign, sublet, or apportion the space assigned to it to any other exhibitor, entities or person(s).
- 22. REMEDIES; INTERPRETATION.** In addition to any remedies which may be available at law or in equity, THE CONFERENCE GROUP reserves the right to expel the Exhibitor from the exhibit hall and conference in the event THE CONFERENCE GROUP or their duly appointed designee determines that EXHIBITOR has breached the terms of this Agreement or if in the discretion of THE CONFERENCE GROUP, Exhibitor or any of its agents or designees has acted in a manner not befitting the professionalism of the conference. The decision is that of THE CONFERENCE GROUP only, as consistently applied to all exhibitors in the applicable conference.
- 23. SEVERABILITY.** In the event that any provision of this Agreement shall be held invalid, the remaining provisions of this Agreement shall continue to apply to the maximum extent allowed by law.
- 24. HEADINGS.** Headings in this Agreement shall be for organizational purposes only and are not intended for use as an aid to interpretation of any provision.