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Invitation to Corporate Sponsors and Exhibitors

TERMS AND CONDITIONS

1 GENERAL

1.1 Definitions in these Terms and Conditions

- a. "Application Form(s)": the IUGA/EUGA Sponsor Application Form, the IUGA/EUGA Additional Support Application Form, which when provided to IUGA office constitutes an irrevocable offer from the Sponsor to enter into a binding agreement for the item(s) indicated on the Application Form(s);
- b. "Agreement": the Sponsor Agreement and/or the Additional Support Agreement;
- c. "Booth": the construction, built on the Stand Space in which the Exhibitor displays his/its products or exhibits;
- d. "Confirmation": the written confirmation (including by fax or e-mail) from IUGA of its allocation of one or more Sponsor Item(s), which is sent to the Sponsor by IUGA upon receipt by IUGA of (i) the Application Form(s) or (ii) the written approval (including by fax or by e-mail) from the Sponsor of a reasonable alternative as set out in article
- e. "Meeting": the Joint IUGA / EUGA Annual Meeting held at the Palau de Congressos de Catalunya in Barcelona, Spain;
- f. "Venue": Palau de Congressos de Catalunya, Av. Diagonal, 661, Les Corts, 08028 Barcelona, Spain;
- g. "IUGA": "International Urogynecological Association. a 501(c)3 non-profit organization incorporated and registered in the United States with a physical office at 14305 Southcross Dr, Suite 100, Burnsville, MN 55306, USA, phone: +1 (952) 683 9037, email office@iuga.org; and for these purposes represented by "Status Plus Spain SL";
- h. "Sponsor Agreement": the agreement between IUGA/EUGA and the Sponsor with respect to the IUGA/EUGA Sponsor Program, as further defined by the Confirmation and article 3 of these Terms and Conditions, executed by Status Plus Spain SL on behalf of IUGA;
- i. "Additional Support Agreement": the agreement between IUGA/EUGA and Sponsor with respect to one or more Sponsor Item(s) other than participation in the IUGA/EUGA Sponsor Program, as further defined by the Confirmation and article 3 of these Terms and Conditions;
- j. "IUGA Office": IUGA's Business Office represented by/through STATUS PLUS BV, Zaanweg 119A, 1521 DS Wormerveer, The Netherlands, phone +31756476365.
- k. "Exhibition": the presentation of for profit and not for profit biomedical companies and/or companies interested in the field of Urogynecology during the Meeting;
- I. "Exhibitor": the natural or legal person, including his/ its employees, servants and agents, to whom a Stand Space at the Exhibition has been allocated by IUGA;
- m. "Prospectus": this document, a brochure provided by IUGA/EUGA which contains information about the meeting and which includes these Terms and Conditions and the Application Form(s);
- n. "Sponsor" the natural or legal person on behalf of which an Application Form has been submitted to the International Urogynecological Association;
- o. "Sponsor Item(s): the exhibition stand space, the sponsored symposium slot, the additional support opportunity, participation in the IUGA/EUGA Sponsor Program, all as set out in the applicable Application Form(s), and/or any other sponsor items as offered by IUGA/EUGA;

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- p. "Stand Space": the area of space at the Venue where the Exhibitor is allowed, under the Sponsorship Agreement, to display his/its products or exhibits;
- q. "Standard Booth": the construction, built on the Stand Space in which the Exhibitor displays his/its products or exhibits, provided by IUGA/EUGA, upon application and (pre) payment by the Exhibitor;
- r. "Terms and Conditions": the regulations set out in this document, which govern the Application Form(s), The Sponsorship Agreement, the Additional Support Agreement and any further agreements between IUGA/EUGA and the Sponsor in connection with these documents.
- s. The IUGA/EUGA Joint Meeting is the combined Annual Meetings of IUGA and EUGA. As such, both societies are equally responsible for the meeting and neither society will hold a separate meeting in 2025.

1.2 Application Procedure and Formation of Binding Agreement

- a. With observance of the submission date of the Application Form, IUGA will decide whether an agreement will be entered into with the Sponsor with respect to the IUGA/EUGA Meeting Sponsor Program and/or one or more Sponsor Item(s) as set out in the Application Form(s) submitted by the Sponsor. IUGA is free to refuse an Application Form without giving reasons.
- b. IUGA/EUGA and the Sponsor shall have entered into a binding Sponsorship Agreement with respect to one or more Sponsor Item(s) as soon as IUGA/EUGA has sent a Confirmation to the Sponsor. The details of the Sponsorship Agreement are laid down in the Confirmation and article 3 of these Terms and Conditions.
- c. IUGA will only send a Confirmation to the Sponsor for a Sponsor Item for which the Sponsor submitted an Application Form or which has been accepted by the Sponsor as a reasonable alternative as set out in article 1.2-(d).
- d. IUGA/EUGA will consider the Sponsor's wishes as far as possible. If a Sponsor Item for which the Sponsor submitted an Application Form is not available for the Sponsor, IUGA may propose one or more reasonable alternative(s) to the Sponsor, which can be accepted by the Sponsor in writing within 5 business days as from the date of the proposal. In the absence of a timely acceptance, the proposal of IUGA will lapse and IUGA has the right to offer and/or allocate the same reasonable alternative(s) to a third party. The Sponsor is not entitled to a reasonable alternative.
- e. Unavailability of one or more Sponsor Item(s) for which the Sponsor submitted an Application Form does not affect the fact that upon Confirmation IUGA/EUGA and the Sponsor shall have entered into a binding agreement with respect to one or more available Sponsor Item(s) for which the Sponsor submitted an Application Form.
- f. The Sponsor acknowledges that as from the date of the Confirmation of the Sponsorship Agreement it is bound by cancellation conditions as set out in article 3.2 in the event of cancellation of one or more Sponsor Item(s).

1.3 Payment

- a. An invoice for the full amount concerned, will be sent to the Sponsor by the IUGA Office as soon as parties have entered into a binding agreement as set out in articles 1.2- (b) or 1.2-(c). Unless provided otherwise by IUGA, payment of the invoice is due within 30 days of the invoice date.
- b. The Sponsor will pay the invoices for the IUGA/EUGA Meeting, including taxes if/when applicable, by check or wire transfer in EUR (Euro's). Payment instructions will be included on the invoice.

2 EXHIBITORS

2.1 Application, Alteration and Cancellation

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- a. All applications for Stand Space must be made pursuant to the Exhibition Contract. These Terms and Conditions are hereby incorporated by reference into the Application Form. IUGA/EUGA alone has the authority to accept or refuse applications for admission and to allocate the Stand Space but will consider the Exhibitor's wishes as far as possible.
- b. The submission of the Application Form, accompanied by an advance payment equal to full payment of the total rent of the Stand Space, followed by acceptance by the IUGA/EUGA through allocation of Stand Space at the Venue shall form a Contract between the IUGA/EUGA and the Exhibitor. Upon receipt of the Application Form and the advance payment, the IUGA/EUGA shall confirm the Contract in writing within 4 weeks.
- c. The IUGA/EUGA reserves the right to advance, postpone, vary and/or change the location of the Exhibition and/or vary and/or change the location and/or size of the Stand Space and/or Booth, and/or the layout of the Exhibition, without the Exhibitor having any claim on the IUGA/EUGA.
- d. The Contract or part thereof, may only be cancelled by the Exhibitor with prior written approval by IUGA/EUGA. Unless the Application Form specifies otherwise, any advance payment made for the Stand Space shall be forfeited by the Exhibitor in case of cancellation.
- e. In case of cancellation of the Exhibition and/or the Contract by the IUGA/EUGA due to circumstances or events beyond IUGA/EUGA's control (force majeure), the IUGA shall refund the sums paid by the Exhibitor, after deduction of fees and costs incurred for and in connection with the Exhibition. Such expenses may be apportioned, in full or in part, among the participants proportionately on the basis of the Stand Space and/ or Booth applied for or allocated to them.
- f. Whenever the Exhibitor fails to meet his/its obligations under the Contract, the IUGA/EUGA has the right, without prior notice or prior proof of default, to immediately terminate the Contract without liability for any damages, direct or indirect, incurred by the Exhibitor as a result of such termination. With the exception of the events described in Article 2.1g shall, in the event of such termination, all sums paid by the Exhibitor under the Contract be forfeited. Without limitation to the aforementioned, the Exhibitor shall be deemed to fail to meet his/its obligations under the Contract whenever the Exhibitor is declared bankrupt, a Receiver is appointed or the Exhibitor otherwise ceases his/its activities.
- g. In case the Exhibitor, due to circumstances or events beyond the Exhibitor's control (force majeure), fails to meet his/its obligations under the Contract, the IUGA shall refund the sums paid by the Exhibitor, after deduction of fees and costs incurred for and in connection with the Exhibition. The Exhibitor has to submit proof of evidence to the IUGA/EUGA of such event.

2.2 Rent and Payment

- a. The rent of the Stand Space and, where applicable, the Standard Booth, as specified by the IUGA, is to be increased with applicable (State) Taxes. The IUGA is entitled to demand an advance payment from the Exhibitor. The Exhibitor shall pay these advance payments in a timely manner, as instructed by the IUGA.
- b. The Exhibitor shall pay the total cost of the rent of the Stand Space allocated as per the IUGA's instructions.
- c. Whenever the Exhibitor fails to meet his/its obligation to pay in a timely manner, the amount due will increase on the basis of an interest rate of 1% per month.

2.3 Stand Space and Booth

- a. The Exhibitor shall keep his/its Exhibition Space open, clean and in good order throughout the Exhibition.
- b. Subletting or sub-using (part of) the Stand Space and/or Booth by the Exhibitor without prior written approval from IUGA/EUGA is not permitted.
- c. Exhibit booths must be staffed at all times while the exhibit hall is open.

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- d. Demonstrations on the Stand Space and/or in the Booth will be permitted only after prior written approval by IUGA/EUGA.
- e. The Exhibitor shall arrange for and procure all necessary licenses, approvals and other documents required for the construction of and in connection with the Exhibitor's.
- f. Demonstrations on the Stand Space and/or in the Booth will be permitted only after prior written approval by the IUGA.
- g. The Exhibitor shall arrange for and procure all necessary licenses, approvals and other documents required for the construction of and in connection with the Exhibitor's occupation and use of Stand Space and/or the Booth during the Exhibition, to the satisfaction of, and in a timely manner as indicated by the IUGA/EUGA.
- h. The Stand Space's and/or Booth's technical installations must be approved by the IUGA/EUGA or persons duly authorized by the IUGA. The technical installations, provided by or through the IUGA/EUGA, or by or through the Technical Organizer, shall be operated only by personnel, appointed or approved by the IUGA/EUGA or the Technical Organizer.
- i. No exhibit, display of products or working demonstrations which involve substances of a dangerous, explosive or any kind of objectionable nature may be brought or held in the Venue without prior written approval from the IUGA/EUGA.
- j. Fundraisers, auctions, or activities that involve donations other than to IUGA/EUGA are not permitted.
- k. Interviews, demonstrations, and the distribution of literature or samples must be made within the Exhibitor's Booth.
- l. Any scientific and/or educational presentations are prohibited within the exhibit hall. However, presentations that promote a company's products and services are allowed within the company's Stand Space.
- m. No one under the age of 18 is allowed admission to the exhibit hall at any time unless approved by the IUGA/EUGA.
- n. Exhibiting companies are solely responsible for collecting any information about actions within their exhibit space that constitutes a payment or transfer of value to a Covered Recipient that is required to be reported under the Sunshine Act.

2.4 Distribution of Giveaways, Contests and Food

- a. The IUGA/EUGA follows the council of Medical Specialty Societies "Code for Interactions with companies" regarding exhibitor giveaways. For full text and document can be viewed at www.cmss.org "Revised Code for Interaction with Companies". All items distributed must be useful at the meeting and/or relate to the professional activities of the Booth visitors. Items must be small in size and made available to all participants regardless of registration type or demographics as long as the supplies last. The items should be of minimal value.
- b. Exhibiting companies distributing giveaways are required to submit a request for approval of giveaway to IUGA/EUGA.
- c. Unapproved items may not be distributed. Any exhibiting company found distributing materials that have not been officially approved will be asked to cease distribution immediately and will be penalized.
- d. Information cards to be filled out by participants in order to obtain a giveaway item are allowed if the participants are willing to provide their personal information; however, participants who do not wish to fill out the card must still be allowed to receive the give-away item.
- e. The serving of food and/or beverages in exhibit booths must be notified to IUGA/EUGA in writing and is subject to approval by IUGA/EUGA (additional fees may apply).

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- f. It is not allowed to serve alcoholic beverages on the exhibition floor unless prior approval has been provided by IUGA/EUGA.
- g. After the Agreement has been entered into, a manual containing further information concerning the Exhibition, together with order forms for booth services and additional fittings regarding the construction, installation and decoration of the Stand Space and/or Booth (e.g. connections, electrical installation and electrics, water, furniture, AV, food and beverage, etc.) and activities to be held at the Stand Space and/or Booth shall be provided by the Office to the Exhibitor. These services and additional fittings will be invoiced by or on behalf of the Venue. The Exhibitor must order the services and additional fittings and pay the related invoices in a timely manner, as instructed by the IUGA Office.
- h. All materials used in the exhibit hall must be flameproof and fire resistant in order to conform to the local fire ordinances.
- i. The Exhibitor showcasing pharmaceutical (or pharma dependent) products is advised to consult the advice of the Codes of Practice for the Promotion of Medicines presented by The Pharmaceutical Research and Manufacturers of America (PhRMA) body. In all cases, the Exhibitor is responsible for ensuring that their promotion during the Meeting is legally and ethically acceptable.

2.5 Sponsors in Exhibition Area

- a. All sponsors are clearly identified with their company product name and/or logo.
- b. Representatives of sponsors are clearly identified on their name badge, with their company name. The Exhibitors badge is different from the participants' badge.
- c. Exhibitors will be allowed badges based on their exhibit level. There will be an additional charge for each additional badge over and above those included in their exhibit level.
- d. No trading of badges with other representatives or attendees is allowed. Each representative must wear the official Exhibitor Badge at all times while attending the meeting functions.
- e. Commercial advertising during the meeting is restricted to the Exhibition area. All distributed promotional material must be approved by IUGA/EUGA.

2.6 Noise

a. Electrical or other mechanical apparatus must be muffled so that the noise generated does not interfere with other Exhibitors. In addition, speaker and microphone volume must be kept at a reasonable level at all times so as not to disrupt neighboring exhibits.

2.7 Construction, Decoration and Dismantling

- a. Unless the Application Form specifies otherwise (and provides for ordering a Standard Booth and additional service, fitting and installation) the IUGA /EUGA supplies Stand Spaces with a table with a chair and a trash can. Any additional service, fitting installation and/or Booth shall be provided by the Venue to the Exhibitor, after application as specified hereunder.
- b. The installation, operation and dismantling of the Stand Spaces and/or Booths and the display of products or exhibits is to take place in consultation with IUGA/EUGA. IUGA/EUGA or persons duly authorized by the IUGA/EUGA are authorized to give instructions and directives and to make regulations.
- c. After the Contract has been established, a manual containing further technical information concerning the Exhibition, together with order forms for Booths, services and additional fittings regarding the construction, installation and decoration of the Stand Space and/ or Booth (e.g. electrical installation and electrics, water, drainage, space

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heating, gas etc.) and activities to be held at the Stand Space and/or Booth shall be provided by the Venue to the Exhibitor. These services and additional fittings will be invoiced by or on behalf of the Venue. The Exhibitor must order the services and additional fittings and pay the related invoices in a timely manner, as instructed by the Venue.

- d. IUGA/EUGA and/or the Venue shall inform the Exhibitor in writing of the date and time on which the Stand Space shall be available for installation and decoration, the date and time the Stand Space must be completed as well as the date and time the dismantling of the Stand Space may commence and is to be completed. Except for the date and times indicated by the IUGA, no construction and installation work and the carrying in of goods is allowed. These dates and times may be changed by IUGA/EUGA.
- e. Should the Exhibitor for any reason fail to remove all his/ its property or otherwise fail to vacate the Stand Space by the date and time specified by the IUGA/EUGA, the Exhibitor shall be fully responsible for any penalties imposed on the IUGA/EUGA or any other losses or costs incurred by the IUGA/EUGA as a result there of. Without prejudice to any other right or remedy of IUGA/EUGA, the IUGA/EUGA may remove any property of the Exhibitor from the Stand Space after said time at the Exhibitor's expense, without any liability for loss or damage to such property.
- f. Plans with respect to any construction, decoration and further fittings, which are not to be provided by or via the Venue, and an outline of the Exhibitor's projected activities are to be submitted for approval to IUGA/EUGA, in a timely manner as indicated by the IUGA/EUGA. IUGA/EUGA may make all necessary amendments to the Exhibitor's planned construction, decoration and activities. No construction can take place, decorations be made or activities undertaken without the prior written approval by IUGA/EUGA. The Exhibitor shall not change the construction, decoration, and activities from the approved plan without prior written approval by the IUGA. The Exhibitor is responsible and liable for all extra costs associated with the Exhibitor's proposed plans.

3 SPONSORSHIP

3.1 General

The Joint IUGA / EUGA Annual Meeting will be organized in conformity with (E)ACCME standards and policies.

- a. The Sponsor will respect the scientific program of the IUGA/EUGA Joint Meeting completely and the Sponsor will fully endorse all Terms and Conditions, which form an integral part of the Sponsorship Agreement between IUGA/EUGA and the Sponsor.
- b. The Sponsor agrees to support the meeting by making a financial contribution for the Sponsor Item(s) as set out in the Confirmation.
- c. The rights and obligations of IUGA/EUGA and/or the Sponsor under the Sponsorship Agreement may not be assigned, transferred or delegated by the Sponsor to third parties. However, the Sponsor may assign its rights and obligations under the Sponsorship Agreement to (i) any of its affiliates, (ii) its successor (including the survivor company of any consolidation or merger) or (iii) its assignee of all or substantially all of its business (jointly "the New Sponsor"), under the condition that IUGA/EUGA has provided its written consent prior to such an assignment. Permission of IUGA/EUGA for such an assignment must be requested by the Sponsor in writing. In case IUGA/EUGA has agreed to such an assignment and the New Sponsor does not fulfill its obligations under the Sponsorship Agreement, the Confirmation and/or these Terms and Conditions, the Sponsor and the New Sponsor shall be jointly and severally liable for the damage resulting there from.
- d. Any notice required under the Sponsorship Agreement shall be given in writing by means of a letter or fax directed in respect of IUGA to its Office and in respect of the Sponsor to the contact details provided by the Sponsor on the Application Form. Failure to exercise any right of IUGA shall in no event be deemed to constitute a waiver of such right. No amendment, modification, or supplement of any provision of the Sponsorship Agreement shall be valid or effective unless made in writing and signed by duly authorized representatives of each party.
- e. Registration to the Joint IUGA / EUGA Annual Meeting as a delegate, exhibitor, or sponsored organizer is a requirement for admission to the meeting area.

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3.2 Cancellation Conditions

- a. The cancellation conditions set out in this article apply to all Sponsor Items.
- b. Notification of the Sponsor to cancel one or more Sponsor Item(s) must be submitted to the IUGA Office in the form of a signed letter emailed to meeting@iuga.org. Please note that such cancellation is only valid if a confirmation receipt of the cancellation email has been sent by IUGA and has been received by the Sponsor.
- c. The effective date of cancellation of a Sponsor Item will be the date on which the Office receives the written notice from the Sponsor.
- d. In case of cancellation of one or more Sponsor Item(s): by February 28, 2025, a 50% refund, less a EUR 500 administrative fee will be granted. No refunds will be granted as from March 1, 2025.
- e. IUGA/EUGA may at its own discretion decide to release the Sponsor from its obligation to pay the cancellation fee as referred to in article 3.2-(d) if after the cancellation by the Sponsor, IUGA/EUGA has entered into a Sponsorship Agreement with a third party for all of the Sponsor Items which have been cancelled by the Sponsor. Under no circumstances is IUGA/EUGA obliged to find such a third party.
- f. Should the Meeting not be held or cancelled due to reasons within the sphere of IUGA/EUGA, IUGA/EUGA will either at its own discretion offer participation in a new event within one year from the date cancelled at no extra costs or refund the Sponsor Fee.
- g. Should the Meeting not be held or cancelled due to reasons of force majeure, IUGA will repay any unspent portion of the amount paid by the Sponsor for the Sponsor Item(s) or, in case such unspent amount cannot be defined, an amount proportionated to the amount paid by the Sponsor for the Sponsor Item(s) in accordance with the calculations of IUGA.

3.3 Promotion and Publicity

- a. Advertisements are published in the final program book provided their content is approved by IUGA/EUGA.
- b. IUGA/EUGA's approval is necessary prior to inclusion of printed commercial advertisements in printed material.
- c. Advertisements may only be used to promote a company in general, product(s) or services. A booth number or sponsored symposium timeslot may be mentioned.
- d. IUGA/EUGA must review and approve all promotional materials produced in conjunction with the sponsored symposium, including invitations, announcements, inserts and signs.
- e. No marketing pieces, invitations, communications of any kind may use IUGA, EUGA or meeting logo. The name of the Joint IUGA / EUGA Annual Meeting may be mentioned one time in each communication for identification purposes, in a reasonably- sized, neutral font. Neither IUGA, EUGA nor the Joint IUGA / EUGA Annual Meeting may be part of the title or heading, be prominently featured or listed first in printed materials.
- f. Allow at least five business days for IUGA/EUGA to review the requests. The deadline to submit promotional materials for IUGA/EUGA to approve is Monday, May 13, 2025.
- g. No free or paid publicity of any kind or in any form is allowed for non-exhibiting companies.
- h. The Exhibitor is not allowed to place exhibited goods and/ or advertising material outside the Stand Space, to hold inquiries among the visitors and participants in and around the meeting venue, to distribute advertising material outside the Stand Space and around the meeting venue, to make any announcements regarding the Exhibition on radio and/or television nor make recordings for commercial purposes without prior written approval from IUGA/EUGA.

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- i. The Exhibitor shall allow IUGA/EUGA or persons or legal entities duly authorized by IUGA/EUGA, to publish a catalogue, compiled on the basis of information to be furnished by the Exhibitor. Exhibitor shall duly submit the required information to IUGA/EUGA as specified by IUGA/EUGA. IUGA/EUGA accepts no responsibility or liability for any errors and/or omissions in the catalogue.
- j. Advertising must be related to the field of Urogynecology as is approved by IUGA/EUGA on the basis of its scientific objectivity and accuracy of information presented.
- k. The Exhibitor showcasing pharmaceutical (or pharma- dependent) products is advised to consult the advice of the Codes of Practice for the Promotion of Medicines presented by the Pharmaceutical Research and Manufacturers of America (PhRMA) bodies. In all cases, the Exhibitor is responsible for ensuring that their promotion during the Meeting is legally and ethically acceptable.

3.4 Education and Scientific Sessions

- a. No commercial advertising is permitted during any of the education or scientific sessions in or near the meeting rooms.
- b. Speakers must use the generic drug names only.
- c. All speakers and chairs must disclose their relevant financial relationships with commercial interests. In addition, one is obliged to show any disclosure to participants on the first slide of each presentation for the duration of at least 10 (ten) seconds.
- d. IUGA/EUGA does not permit commercial advertisers or other third- party sponsors to make changes to content, or to introduce biased content in any of its educational or scientific sessions.
- e. Commercial Exhibitors have no influence on the content or presentation of scientific and education programs of the IUGA/EUGA.'
- f. The organization of education or scientific events outside the sponsored program of the Joint IUGA / EUGA Annual Meeting is not accepted.

3.5 Other Events Sponsored by the Industry

- a. Requests may be made to IUGA/EUGA for the purpose of organizing other events for meeting guests/participants during the meeting other than those described in the Prospectus, including but not limited to social events or side Meetings ("Event").
- b. The IUGA Office must receive a full outline of the Event before Monday, May 13, 2025. Allow at least five working days for IUGA/EUGA to review the Event.
- c. The Event cannot take place during the official program of the IUGA/EUGA.
- d. Unapproved Events are not allowed to take place. If it does take place, the sponsoring company (companies) will be penalized, notwithstanding all other rights of IUGA/EUGA.

4 SPONSORED SYMPOSIA

4.1 General

a. Sponsored symposium Organizers have to submit their preliminary program to the IUGA Office who will present it to the Scientific Program Committee for approval. The latter reserves the right to adjust the program and/ or speakers if necessary (The deadline for submission of the program (titles + speakers) is Monday, April 1, 2025).

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- b. Applications for an IUGA/EUGA Meeting Symposia will be accepted on a first come, first served basis; however, first priority assignments will be given to companies who sponsored a symposium at the previous IUGA and/or EUGA Meetings.
- c. Sponsored symposia are clearly indicated as such and are held before the start of the scientific program. Organizers can ONLY advertise in and near their sponsored symposium with posters, leaflets and marketing items such as pens and notepads.
- d. The schedule of sponsored symposia must not conflict with the scientific or education program of the Meeting.
- e. Registration to the IUGA/EUGA Joint Meeting as a delegate or exhibitor is required for admission to sponsored symposia.
- f. IUGA/EUGA does not provide credit for sponsored activities.

4.2 Room Set-up and Assignments

- a. All sponsored symposium rooms will be set banquet style no exceptions. This will ensure the maximum potential attendance for the event.
- b. Sponsored symposium lectures must be kept contained within the assigned symposium room.
- c. Videotaping the sponsored activities within the assigned meeting room is permitted; however, videotaping outside of the designated area is strictly prohibited.
- d. All food functions must occur within the assigned symposium time frame.

4.3 Printed Matter

- a. IUGA/EUGA must review and approve all promotional materials produced in conjunction with the sponsored symposium, including invitations, announcements, inserts and signs.
- b. Promotion of other activities is not allowed.
- c. No marketing pieces, invitations, communications of any kind may use the IUGA or IUGA logo. The name of the Joint IUGA / EUGA Annual Meeting may be mentioned one time in each communication for identification purposes, in a reasonably sized, neutral font. The Joint IUGA / EUGA Annual Meeting be part of the title or heading, be prominently featured or listed first in printed materials.
- d. All symposia material must contain the following statement: "This event is neither sponsored by nor endorsed by IUGA and/or EUGA."
- e. Allow at least five business days for IUGA/EUGA to review the requests.
- f. Signs, invitations and other communication must clearly mention "Sponsored Symposium" and the name of the company (companies) supporting the Sponsored Symposium or organizing organization.
- g. Advertisements can include brief information about your sponsored symposium or booth but may only be used to promote your company in general, product(s) or services. IUGA office is responsible for the approval of all advertisements. The Office will send technical details after receipt of the Application Form.
- h. Sponsored activities are allowed one (1) promotional sign (produced by the sponsor of the event) outside the room in which the event will take place. The sign should be put in place immediately prior to the event and must be removed immediately following the event

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i. Exhibit booth representatives may distribute invitations and other promotional material for the event at their booth. Canvassing outside of a sponsor's exhibit booth is strictly prohibited.

5 LIABILITY, INDEMNITY AND INSURANCE

5.1 General

- a. Neither IUGA, EUGA nor any of its members, officers, agents or employees shall be held liable for, and are released from liability for, any damage, loss, harm or injury to the person or property of the Exhibitor or any of its officers, agents, employees or other representatives or injury to any person(s) connected thereto, irrespective of how these expenses, losses, damages, harm or injury may have occurred, except such as may arise from the IUGA's willful misconduct or gross negligence.
- b. IUGA and/or EUGA is not responsible or liable for the correct operation of any or part of the technical installations at the exhibition, and cannot be held liable for damages of any kind incurred by the Exhibitor, caused by insufficient or incorrect operation of these technical installations or parts thereof, except such as may arise from the IUGA's willful misconduct or gross negligence.
- c. The Exhibitor accepts full responsibility and liability for the repair of any damages directly or indirectly caused by the Exhibitor to the property of the Venue or third parties.
- d. The Exhibitor and their agents agree to protect, indemnify, defend and hold harmless and undertakes to indemnify the IUGA in respect of, but not limited to, all claims, actions, proceedings, costs, expenses, damages or liabilities, including bodily injury, harm or death, arising from or in connection with the construction, decoration, operation, activity or dismantling by the Exhibitor of the Stand Space and/or Booth during the Exhibition.
- e. The Exhibitor accepts full responsibility and liability for all costs for legal procedures, legal and other expert aid, incurred by the IUGA as a result of the Exhibitor not complying with the Contract.
- f. The Exhibitor and their contractors shall adequately insure all his/its property, personnel and contractors. All exhibitors and their contractors must have insurance to protect themselves against bodily injury and property damage claims arising from the Exhibitors participation in this Meeting.
- g. Exhibitors and their agents agree to protect, indemnify, defend and hold harmless the Venue and the IUGA, their employees and agents against all claims, liability, injuries and damages to persons or property, governmental charges or fines and attorney's fees arising out of fines and attorney's fees arising out of or caused by negligence or wrongful acts of the exhibitor or his agents, servants or employees. Exhibitor acknowledges responsibility for obtaining adequate insurance coverage against property loss or damage and against liability for personal injury.
- h. In case of cancellation of the Exhibition and/or the Contract by the IUGA/EUGA due to circumstances or events beyond IUGA/EUGA's control (force majeure), the IUGA shall refund the sums paid by the Exhibitor, after deduction of fees and costs incurred for and in connection with the Exhibition.

Such expenses may be apportioned, in full or in part, among the participants proportionately on the basis of the Stand Space and/ or Booth applied for or allocated to them.

6 PUBLICITY

6.1 General

a. No free or paid publicity of any kind or in any form is allowed for non-exhibiting firms. The Exhibitor is not allowed to place exhibited goods and/or advertising material outside the Stand Space, to hold inquiries among the visitors and participants in and around the Venue, to distribute advertising material outside the Stand Space and around the Venue, to make any announcements regarding the Exhibition on radio and/or television nor make recordings for commercial purposes without prior written approval from the IUGA.

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b. The Exhibitor shall allow IUGA or persons or legal entities duly authorized by IUGA, to publish a catalogue, compiled on the basis of information to be furnished by the Exhibitor. Exhibitor shall submit the required information to the IUGA in a duly manner, as specified by the IUGA. The IUGA accepts no responsibility or liability for any errors and/or omissions in the catalogue.

7 MISCELLANEOUS

7.1 General

- a. Catering activities and catering related activities on the Stand Space are only permitted after prior written approval by the IUGA/EUGA. No prior approval is required for keeping drinks and foodstuffs on the Stand Space that have been obtained from the catering department of the Venue.
- b. The Exhibitor is not allowed to have goods at the Stand Space or Booth which cause a nuisance owing to their offensive smell or in any other way cause a nuisance, to set in action any device producing objectionable noise or light effects, and/or keep them available.
- c. In case of a disturbance of the peace at the Exhibition, caused directly or indirectly by the Exhibitor, the IUGA/EUGA is authorized to close down the Stand Space and remove all persons and/or products the IUGA deems necessary in order to restore the order. In the event of such an occurrence, the IUGA/EUGA is authorized to terminate the Agreement forth- with, without the Exhibitor having any right of restitution of the paid sums. The Exhibitor shall be fully responsible and liable for all costs resulting from the disturbance and the measures taken in connection therewith. The terms and conditions of the Venue are supplementary to these Terms and Conditions. In case of conflict these Terms and Conditions prevail, unless the IUGA/EUGA specifies otherwise.
- d. If an Exhibitor has failed to meet his obligations towards the IUGA/EUGA under the Agreement, the IUGA may: keep possession of the goods of the Exhibitor, present in the Venue, or have them stored at the expense and risk of the Exhibitor in order to promote that obligations under the Agreement will be met, without any previous intervention of a Court; place the collection of the amounts due by the Exhibitor in the hands of a third party and charge to the Exhibitor all costs both in and out of court attendant upon the collection of the amounts due, whether or not increased with the legal rate of interest applicable, as from the date the amounts are due.

8 FINAL CLAUSES

8.1 General

- a. IUGA/EUGA is entitled to rule upon all matters not provided for in these Terms and Conditions and to make any necessary amendments or additions hereto, which shall thereupon become binding to the Exhibitor.
- b. The rules of organizing an exhibition in the World Forum stated in General regulations of the World Forum are inextricably linked in these Terms and Conditions. In case of conflict these Terms and Conditions prevail, unless the IUGA/EUGA specifies otherwise.
- c. In the event of a dispute between the parties in connection with this Agreement, the parties agree that the matter shall be subject to the exclusive jurisdiction of the courts of Illinois, USA.
- d. The prevailing party shall be entitled to reasonable attorney's fees, costs and disbursements in addition to other relief to which it may be entitled, provided that, if the prevailing party fails to recover the entire amount claimed, recovery of costs and fees shall be limited to the amount which bears the same relationship to the total costs and fees incurred by the prevailing party as the amount recovered bears to the amount claimed.

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- e. These Terms and Conditions apply to, and are inextricably linked by reference therein, all agreements pursuant to and in connection with the Agreement between the IUGA/EUGA and the Exhibitor.
- f. No other terms and conditions shall apply, unless such terms and conditions have been accepted by the IUGA/EUGA. Such acceptance shall be made in writing only.
- g. FDA Regulations, any medical device or pharmaceutical or other type of medical product exhibited must comply with all applicable FDA regulations for presentation to U.S. attendees. Any medical device, pharmaceutical or other type of medical product still under clinical investigation that is graphically depicted on a commercial exhibit must:
 - Be prominently labeled as still being under clinical investigation.
 - Contain only objective statements about the product. Contain no claims on safety, effectiveness or reliability.
 - Contain no comparative claims to other marketed products.
 - Exist solely for the purpose of obtaining investigators.
 - Be accompanied by directions for becoming an investigator and a list of investigator responsibilities.
 - Contain the statement: "Caution Investigational Products- limited to investigators' investigational use" or a similar statement of prominent size and placement.
- h. Furthermore, if the product is not licensed or approved by the FDA for use in urological procedures, that fact must be properly disclosed following FDA guidelines.
- i. Additional information regarding FDA regulations may be obtained directly from the FDA (www.fda.gov). Additional constraints may apply. It is important that exhibitors comply with and remain updated on FDA guidelines for exhibit and promotions to U.S. physicians and health care professionals.
- j. Each exhibiting company is responsible for compliance with the Americans with Disabilities Act (ADA) Compliance in their exhibit. The International Association of exhibitions and Events (IAEE) publish a guide with instructions for ADA compliant booths. Contact the IAEE for more information at 972-458-8002 or www.iaee.com/pdf/ada