

2024 Premier Annual Breakthroughs Conference and Exhibition
Conference and Exhibition dates- July 23 - 25, 2024
Exhibition dates – July 24 – 25, 2024
Gaylord National Resort & Convention Center, National Harbor, MD
Rules and Regulations

Sponsorship-Only companies will be held responsible for compliance with these rules and regulations. To avoid liabilities, the Company (“Company”) is advised to carefully read these rules and regulations as they are attached to, incorporated into, made part of and constitute an integral part of that certain agreement (the “Agreement”) between Company and Premier Healthcare Alliance, L.P. (“Premier”) when you register for a Sponsorship-Only package at the 2024 Premier Annual Breakthroughs Conference and Exhibition (the “Conference and Exhibition”). By completing the Sponsorship-Only registration, you acknowledge you have read, understand, and will abide by these rules and regulations and represent that your company meets the Eligibility requirements below.

1. Eligibility

Each Company MUST have a current group purchasing agreement (“Contract”) and be in good standing with Premier to participate in the Conference and Exhibition. Only products and services under a current Premier Contract at the time of the Conference and Exhibition are permitted to be displayed or marketed during the Conference and Exhibition. Monies submitted to Premier will be returned if a Contract is not current or if Premier deems it necessary to cancel participation. Failure to adhere to the restrictions herein may subject you to possible additional liability.

2. Giveaway Policy

As part of Premier’s Conflict of interest policy, any single giveaway must not exceed \$75 in value. This policy does not dictate the number of giveaways offered, if each are below the \$75 limit. Promotional items such as pens, pads, bags, etc. do not count toward the \$75 limit. Cash and gift cards of any amount are not allowed.

3. Sponsorship-Only rates and payment schedule

Sponsorship-Only fees are based on packages selected. Except as described in the immediately succeeding paragraph, all sponsorship and advertising fees must be paid in full by close of business June 3, 2024.

Please note: supplier companies with any unpaid sponsorship/advertising fees on June 3, 2024, are not guaranteed to be included in Premier’s marketing materials distributed to all attendees on site, on the Breakthroughs website, including but not limited to mobile application information, Sponsorship Look- up, Breakthroughs Conference and Exhibition Guide and promotional materials.

All sponsorship/advertising reservations received after June 3, 2024, must be accompanied with payment in full.

4. Sponsorship-Only registration fees

Each sponsorship tier includes one supplier attendee badge. Additional supplier attendee registration badges are transferable (until supplier attendee badges are issued at in-person registration at the Conference and Exhibition) but non-refundable. Supplier attendee badge fees (per person) are based on registrations received and registrations fees paid during the following dates:

- **Standard Registration: Through July 19, 2024**
 - \$695 - full supplier attendance fee
- **Onsite Registration: Beginning July 20, 2024**

- \$795 - full supplier attendance fee

Children under the age of 18 are not permitted to attend Breakthroughs conference events at any time.

5. Sponsorship-Only Tier Fee refund policy

If written cancellation is received a refund will be granted based upon the schedule outlined below:

- On or before April 14, 2024: 80% refund of sponsorship/advertising fees (to the extent such fees were received by Premier)
- April 15 – April 30, 2024: 50% refund of booth registration fees (to the extent such fees were received by Premier)
- After April 30, 2024: no refund will be available.
- Supplier attendee badges are non-refundable but are transferable.

Sponsorship-Only Company who cancels (i) after April 30, 2024, is liable for the full payment of the original cost of the total sponsorship/advertising package and any supplier attendance fees and (ii) after April 15, 2024, and prior to or on April 30, 2024, is liable for 50% payment of the original cost of the total sponsorship/advertising package and any supplier attendance fees. Premier shall have the right to use cancelled sponsorship/advertising opportunities for its own convenience, including the selling of sponsorship/advertising opportunities to another supplier company without any rebate to the original Company.

In the event the sponsor/advertiser provides Premier with written notice requesting to downsize its sponsorship/advertising spend, and such request is accepted by Premier, the supplier company's rate shall be adjusted to the new rate for the downsized package. The Company shall not be entitled to refund for any amounts paid prior to the downsizing request being accepted by Premier.

6. Conduct of Exhibitors

Supplier Attendee badges, which are issued at in-person registration at the Conference and Exhibition, are not transferable. Each representative of an exhibiting company must always wear the official badge during the Conference and Exhibition. Supplementing this identification with business cards, ribbons, or company logotypes is not permitted. Demonstrations or distribution of literature, etc. is not permitted in the aisles or outside the confines of the purchased sponsorship package.

7. Conflicting meeting and social events.

In the interest of the success of the entire Conference and Exhibition, the Company agrees not to extend invitations, call meetings, or otherwise encourage absence of attendees, companies, or exhibitors from the Conference and Exhibition or exhibit hall during the official hours of the Conference and Exhibition. Regulations pertaining to the operation of hospitality suite functions during the Conference and Exhibition are as follows:

- a. No hospitality function may take place while planned activities of the Conference and Exhibition are occurring.
- b. Any function not approved by Premier which would compete for attendees' time or interfere with Premier's events, either during the hours of the Conference and Exhibition or hours of the educational sessions and programs, is strictly prohibited.

8. Sponsorship Assets

Displaying any specific member signage in your sponsorship assets is not permitted. The Company is prohibited from listing current Premier customer's name or displaying a member's logo. The Company is also prohibited from listing names of Premier's competitors or customer's names of such competitors. Premier is the sole judge as to what is objectionable.

9. General

Attendance at this event is deemed to convey sufficient understanding and acknowledgement that Premier will photograph and film certain portions of the event for use in connection with the event and for other future uses by Premier. Attendance is further deemed to consent and grant to Premier the right to take and publish such photographs and film in advertisements, publications, and promotions in connection with the event, as well as other future Premier uses.

All matters and questions not covered by these rules and regulations are subject to the decision of Premier. Premier may amend these rules and regulations at any time and all amendments that may be so made shall be equally binding on all parties affected by them, as are the original rules and regulations. In the event of any amendments or additions to these rules and regulations, Premier will provide written notice to such Companies as may be affected.

10. Liability

The Company agrees that it will indemnify and hold harmless Premier, its directors, officers, employees, and agents from and against all claims on account of injury or damage to any person or property to the extent that any such injury or damage was caused wholly or in part by an act or omission of Exhibitor or any of its agents, employees, contractors, guests, licensees, or invitees. The Company agrees that if Premier is made a party to any litigation commenced by or against the Company, or relating to these rules and regulations or the Exhibitors exhibit at the Conference and Exhibition, then the Company will pay all costs and expenses, including reasonable attorney's fees, incurred by or imposed upon Premier by reason of such litigation.

The Company shall have its own insurance at its expense in commercially reasonable amounts to cover loss or damage to property or injury to persons, and to cover its obligations under this section. To the maximum extent permitted by applicable law, in no event will Premier be liable under any theory of liability whether in an equitable, legal, or common law action arising hereunder for contract, strict liability, indemnity, tort (including negligence), attorney's fee and costs, or otherwise, for damages which, in the aggregate, exceed the fees paid by the Company for the sponsorship.

11. Inability to hold Exhibition

If because of war, fire, strike, labor dispute, lockout, civil disorder, terrorist acts or perceived terrorist threat, exhibit facility construction or renovation projects, government regulations, public catastrophe, pandemic, epidemic, public health emergency, quarantine restriction, interruption of transportation facilities, acts of God or the public enemy, extreme weather, or other act, cause, contingency, or circumstance beyond the control of Premier, the Conference and Exhibition or any part thereof is prevented from being held, is made inadvisable, unsafe, or is otherwise cancelled by Premier or the exhibit space becomes unavailable, Premier, in its sole discretion shall determine and refund to the Company its proportionate share of the balance of the aggregate exhibit fees received which remains after deducting expenses incurred by Premier, and reasonable compensation to Premier, but in no case shall the amount of the refund to the Company exceed the amount of the fee paid by the Company.

12. No Third-Party Beneficiaries

Nothing in these rules and regulations shall be construed as creating or giving rise to any rights in any third parties or any persons or entities other than the Company and Premier. It is the explicit intention of the Company and Premier that no person or entity other than the Company and Premier is, or shall, be entitled to bring any action to enforce any provision of these rules and regulations against either of the Company or Premier, and that the covenants, undertakings, and agreements set forth in these rules and regulations shall be solely for the benefit of, and shall be enforceable only by, the Company and Premier or their respective successors and assignees as permitted hereunder. These rules and regulations shall not in any respect increase the rights of beneficiary(s) or any other third party with respect to either party or the duties of either the Company or Premier to beneficiary(s) or create any rights or remedies on behalf of beneficiary(s) against either the Company or Premier.

13. Good Standing and Authorization

The Company represents and warrants to the other that it is duly organized, validly existing, and in good standing under the laws of its state of incorporation or formation; that it has full power and authority to agree to these rules and regulations and to perform in accordance with their terms; that the execution, delivery and performance of these rules and regulations by the Company has been fully authorized by all requisite action of the Company; and that these rules and regulations are a valid and binding obligation of such Company enforceable in accordance with their terms. The Company acknowledging these rules and regulations hereby represent that they are authorized to bind their principals.

14. Contract Construction; Severability

Captions in these rules and regulations are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of these rules and regulations, or any provision hereof. If any provision of these rules and regulations, or the applicability of such provision to any person or circumstance, shall be determined to be unenforceable or invalid by any court of competent jurisdiction, such determination shall not affect any other provision of these rules and regulations, all of which provisions shall remain in effect.

15. Jurisdiction and Venue

These rules and regulations and the performance called for hereunder, and all suits and special proceedings brought hereunder, shall be construed in accordance with and pursuant to the laws of the State of North Carolina, and shall be subject to jurisdiction of the Courts of the State of North Carolina in Mecklenburg County.

16. Entire Agreement; Execution

These rules and regulations constitute the entire rules and regulations governing the Conference and Exhibition as between the Company and Premier, and supersedes all previous negotiations, commitments, and writings. These rules and regulations may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer or representative of Premier. In the case of any inconsistency between the terms or conditions contained in these rules and regulations herein and the Agreement, the terms of these rules and regulations will control. These rules and regulations may be executed by electronic acknowledgement of the Company which shall constitute a binding agreement on the Company and Premier. The Company acknowledges that electronic signatures, whether digital or encrypted, of the Company including in a website, online portal or other medium is intended to authenticate these rules and regulations and to have the same force and effect as a manual signature.

Electronic signature means any electronic signature, symbol, or process attached to or logically associated with a record and executed and adopted by the Company with the intent to sign such record.

