

NCPA strives to maintain a professional atmosphere for the attendees and the exhibitors at the NCPA 2020 Annual Convention (the “Virtual Event”). To demonstrate this, rules and regulations have been established to govern Exhibitors. Exhibitors understand that when applying for virtual space they are bound by the rules and regulations that appear in the exhibitor prospectus as well as all other NCPA material.

You, on your behalf and on behalf of any exhibitors, exhibit designers, communication and marketing firms acting on your behalf (collectively “you” or “Exhibitor”) hereby agree to these Rules and Regulations, which when signed by you, become a valid and binding agreement (the “Agreement”) with NCPA and its affiliates (collectively “NCPA”). You shall provide a copy of this Agreement to all Exhibitors related to or affiliated with you, and you are responsible for their compliance with and agreement to this Agreement.

#### **ELIGIBILITY TO EXHIBIT**

You must be in good financial standing with the NCPA. The National Community Pharmacists Association (NCPA) reserves the right to refuse space to any company who has failed to fulfill its financial obligations to the NCPA, and/or whose products or services, in the judgment of the NCPA do not meet the needs of our members and attendees (any an “Attendee”).

#### **VIRTUAL EXHIBIT DATES (virtual conference site remains up for 30 days)**

Sunday October 18, 2020

Monday October 19, 2020

#### **FULL PAYMENT**

Exhibitor agrees to pay NCPA in the amounts and by the deadlines set-forth. **Full payment is due with application NCPA does not invoice.** No company can participate unless full payment for virtual booth has been received. The payments under this Agreement shall constitute payment solely for the virtual exhibit program as described in the NCPA 2020 Virtual Exhibit Sell Sheet. Such payments shall in no manner be considered compensation or reimbursement for services rendered, activities undertaken by NCPA on behalf of Exhibitor, or income from a partnership or joint venture.

#### **CANCELLATION POLICY**

**Cancellation must be received by the NCPA in writing.** A refund, less a cancellation fee of 20% of the total virtual exhibit price is available until September 15, 2020. After September 15, 2020 there are no refunds. Funds cannot be applied to other opportunities.

#### **BOOTH ACTIVITIES**

NCPA expressly reserves the right to review and approve any activities, materials, content, information, presentations, or other information that Exhibitor intends to

present, display, or distribute at its Exhibit (any such materials collectively referred to as the “Exhibit Materials”). No accredited continuing education activity (i.e., for which CE certification is awarded) may be conducted in the exhibit booth. No promotion of a CE accredited NCPA educational session is allowed from the virtual booth. Virtual Industry Programs may be promoted from your virtual booth.

Developing CE Content at or from the NCPA 2020 Annual Convention program is in direct violation of NCPA rules.

Exhibitors are allowed to give give-aways from their booths, by capturing the Attendees information and are solely responsible for notifying any winners.

### **CONFIDENTIALITY**

NCPA and Exhibitor, on behalf of themselves and their respective agents and employees, agree not to use or disclose at any time any confidential information of the other party or any Attendee, unless expressly authorized in writing and/or required by law. Both parties acknowledge that the obligations undertaken in this Section will survive the termination or expiration of this Agreement.

### **VIRTUAL REGISTRATION**

Each Exhibitor must register to participate in NCPA 2020 Annual Convention. Please reference individual exhibit packages for the number of virtual registrations included. If additional registrations are needed, they can be purchased on an individual basis.

### **LICENSE**

NCPA is the sole owner of all right, title, and interest to certain NCPA information, including NCPA’s logo, trademarks, trade names, and copyrighted information unless otherwise provided. NCPA hereby grants to Exhibitor a limited, non-exclusive license to use certain of NCPA’s intellectual property, including NCPA’s name, acronym, and logo (collectively, the “NCPA Property”), solely in connection with the obligations set forth herein. NCPA shall review and approve in writing in advance all uses of such NCPA Property, which approval shall not be unreasonably withheld. Exhibitor shall provide NCPA with at least five (5) business days to review any use of NCPA Property.

Exhibitor hereby grants NCPA a limited, revocable, royalty-free non-exclusive license to use Exhibitor’s name and/or logo solely in connection with its obligations under this Agreement, subject to the terms and conditions of the Agreement. NCPA may not use the Exhibitor name and/or logo for any other purpose without the express written consent of Exhibitor.

Exhibitor shall not make any part of the Exhibit Materials public or issue any press releases related to the Virtual Event without express prior written approval from NCPA (“Public Statements”). Among any other remedies available to it, NCPA expressly reserves its right to terminate this Agreement immediately upon notification that any

Public Statements have been distributed in violation of this provision, and obtain an injunction to enjoin any further dissemination of Public Statements in violation of this provision, in addition to any other remedies available to NCPA.

By participating in the Virtual Event, Exhibitor further agrees that its name, photograph, voice, biographical information, and likeness (collectively the "Likeness") may be used in any and all media or forms by NCPA or third parties without compensation or notice, including for promotional or advertising purposes. Exhibitor further agrees to release and hold harmless NCPA and its affiliates, and the officers, directors, agents, and employees of such companies, from any and all damages, injuries, claims (specifically including but not limited to any claim that content used in any media using the Likeness infringes the intellectual property rights of a third party or violates the laws and regulations governing the use and exchange of protected health information), causes of action, or losses of any kind resulting from use of the Likeness. Exhibitor further grants NCPA and third parties a royalty-free, perpetual, irrevocable license to reproduce, distribute, publicly perform, and publicly display the Likeness, to prepare derivative works based upon the Likeness, and to grant sublicenses to third parties to exercise these licensed rights. Exhibitor understands and agrees this permission signifies that photographic or video recordings of the Exhibit and Exhibitor may be electronically displayed via the Internet or in other public settings without notice.

All terms of the provision entitled "License" shall survive the termination of this Agreement.

### **COMPLIANCE WITH LAWS**

In connection with the creation and production of the Exhibit Materials and the Exhibit and the collection of any information from any Attendee, Exhibitor shall be solely responsible for securing and maintaining compliance with any necessary permits, clearances, licenses, royalties, permissions, or other use restrictions associated with or required by the Exhibit Materials and the Exhibit, and for ensuring that no part of the Exhibit Materials and the Exhibit or any collection of Attendee information violates any federal, state, or local law, rule, or regulation, including but not limited to any licensing rules and regulations, or trademark or copyright rules and regulations. Exhibitor further represents and warrants that it shall only play, stage, use, produce, or otherwise present (each a "Use") music, content, images, likeness, or material, whether live or recorded, or other material or content of any kind or nature, that is licensed or owned by any other third party, or that otherwise has limited distribution rights (collectively "Licensed Material") that has been appropriately licensed or other permission obtained as needed, in the form and format required by all licensing entities. In the event that Exhibitor Uses any Licensed Music in connection with the Exhibit or the Exhibit Materials produced hereunder, and fails to obtain any applicable permissions, releases, licenses, allowances, consents, authorizations, or other approvals (collectively "Permissions"), Exhibitors warrants, represents, and covenants that it shall assume the risk of any and

all Claims, as defined herein, associated with any Use or failure to obtain the applicable Permissions. To the extent applicable, Exhibitor shall obtain written waivers or consents from any subjects depicted or shown in the Exhibit Materials or the Exhibit, or related to the use of any Attendee information. Upon request, Exhibitor shall provide to NCPA a copy of such forms or consents and a copy of any documents obtained or required in connection with the Licensed Materials or the Attendee information. In addition to and not in lieu of the indemnification obligations hereunder, Exhibitor agrees to pay all royalties, license or use fees, charges, fees, penalties, claims or damages accruing or becoming due to any entity as a result of the use of any Licensed Material. This Section shall survive termination of this Agreement.

### **INDEMNIFICATION**

Exhibitor, on behalf of itself, its officers, agents, employees, subcontractors, vendors, affiliates, and/or assigns (collectively the "Indemnifying Party") agrees, at its own expense, to indemnify, defend, and hold harmless NCPA, its affiliates, officers, agents, and employees (the "Indemnified Party") against any demands, actions, suits, damages, settlements, judgments, costs, liabilities, losses, claim, and expenses, including reasonable attorneys' fees and costs, of whatever kind or nature (collectively "Claims") incurred by the Indemnified Party, as a result of (a) the Indemnifying Party's willful misconduct or negligence in performing its obligations under this Agreement; (b) the inaccuracy or breach of any of the covenants, representations, and warranties made by the Indemnifying Party in this Agreement, including without limitation any breach or failure to comply with the "Compliance with Laws" Section set forth herein; or (c) any other violation of any federal or state law, rule or regulation, including, without limitation, laws, rules, and regulations associated with the use and distribution of personal information, labor or employment laws and regulations, patent law, copyright law, trade secrets, or licensing requirements. Exhibitor further agrees to indemnify and hold harmless NCPA, its agents, and employees against any and all Claims arising in any way from or related in any way to any Use of Licensed Materials by Exhibitor on behalf of NCPA, including without limitation any Claims associated with the failure to obtain any Permissions (collectively "Licensed Materials Claims"), and to defend, at its own expense any and all such Licensed Materials Claims. The Indemnifying Party shall promptly notify the Indemnified Party of any Claims, including Licensed Music Claims, of which Indemnifying Party is aware. In the event of any proceeding against the Indemnified Party by any regulatory agency, whether private or public, or in the event of any court action or demand questioning any materials prepared by the Indemnifying Party on the Indemnified Party's behalf, including without limitation the Exhibit Materials, if required by the Indemnified Party, the Indemnifying Party shall assist in the preparation of the defense of such action or proceeding and fully cooperate with the Indemnified Party in the event of any action. The obligations hereunder shall survive termination of this Agreement.

### **RELEASE**

EXHIBITOR HEREBY AGREES IT SHALL RELEASE, WAIVE, DISCHARGE AND FURTHER COVENANTS THAT IT SHALL NOT SUE NCPA, MEMBERS, ATTENDEES, OR NCPA'S AFFILIATES, OR ANY OTHER PARTICIPANT AT, HOST OR SPONSOR OF THE VIRTUAL EVENT, OR THE OFFICERS, DIRECTORS, AND EMPLOYEES OF NCPA OR ITS AFFILIATES (COLLECTIVELY, THE "RELEASEES"), FROM AND FOR ANY LIABILITY RESULTING FROM ANY PERSONAL INJURY, ACCIDENT OR ILLNESS (INCLUDING DEATH), AND/ OR PROPERTY DAMAGE OR LOSS, INCLUDING THE LOSS OR DESTRUCTION OF ANY PERSONAL PROPERTY OR EQUIPMENT, HOWEVER CAUSED, ARISING FROM, OR IN ANY WAY RELATED TO, THE EXHIBIT OR THE VIRTUAL EVENT, EXCEPT FOR SUCH LOSSES CAUSED BY THE WILLFUL MISCONDUCT OF THE ABOVE RELEASEES, AS APPLICABLE. This provision shall survive termination of this Agreement.

#### **ACKNOWLEDGEMENT AND ASSUMPTION OF THE RISK**

Exhibitor understands and agrees that it and/or other third parties acting on its behalf or related to Exhibitor (any a "Releasee") may be exposed to health and safety risks by participating in the Virtual Event or producing or hosting the Exhibit, including without limitation due to the public health pandemic related to COVID19 (the "Current Health Conditions"). Exhibitor understands that some diseases may not produce symptoms immediately. Exhibitor understands and voluntarily accepts and assumes the risks to it and any Releasee during the Current Health Conditions, and agrees that NCPA will not be liable for any injury or harm to Exhibitor or any Releasee, including, without limitation: personal, bodily, or mental/emotional injury, economic loss or any damage resulting from this Agreement. Exhibitor understands and agrees it is the sole responsibility of Exhibitor to ensure that it has adequate insurance coverage to cover any risks such as medical costs, personal accident risks, personal liability and legal expenses. Exhibitor, on its behalf and on behalf of the Releasees, understands and agrees that NCPA shall in no event provide any coverage or compensation for any injury or claim arising from or related to Exhibit or the Current Health Conditions, whether or not Exhibitor or the Releasees are covered or compensated by insurance. Knowing the material risks and appreciating, knowing, and reasonably anticipating that other injuries are a possibility, Exhibitor, on its behalf and on behalf of the Releasees, hereby forever expressly assumes all of the delineated risks of injury, all other possible risk of injury, which could occur by reason of its participation in the Virtual Event (collectively "Risks"). This provision shall survive termination of this Agreement.

#### **FORCE MAJEURE**

The performance of this Agreement by NCPA is subject to acts of God, war, government regulation, disaster, strikes, civil disorder, curtailment of transportation facilities, or other emergencies making it impossible, inadvisable, or illegal to complete the (a "Force Majeure Event"). Exhibitor understands and agrees that the Current Health Conditions shall not be a basis for Exhibitor to declare a Force Majeure Event, and Exhibitor shall not terminate, cancel, or otherwise fail to complete its obligations hereunder. If Exhibitor must cancel this Agreement due to a Force Majeure Event other than due to the Current Health Conditions, Exhibitor will, at the sole election of NCPA, either

promptly provide a full refund to NCPA of any portion of the fee paid or arrange for a makeup exhibit at no additional cost to NCPA.

#### **LIMITED LIABILITY DISCLAIMER**

NCPA'S FULL AND MAXIMUM LIABILITY HEREUNDER SHALL BE THE FEE PAID HEREUNDER. IN NO EVENT SHALL NCPA, OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR AFFILIATES, BE LIABLE FOR ANY CLAIM FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION: PUNITIVE, EXEMPLARY, OR AGGRAVATED DAMAGES; DAMAGES FOR LOSS OF PROFITS OR REVENUE; FAILURE TO REALIZE EXPECTED SAVINGS; EVEN IF NCPA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE OBLIGATIONS HEREUNDER SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

#### **RELATIONSHIP OF THE PARTIES**

NCPA and Exhibitor agree that this Agreement is not intended to create any partnership, agency, joint venture, or employer/employee relationship of any kind; both parties agree not to contract any obligations in the name of the other or to use each other's credit in conducting any activities under this Agreement. The parties agree that exhibiting as part of the Virtual Exhibits does not constitute NCPA's official endorsement, guarantee, acceptance, or approval of Exhibitor, its services, products, programs, or activities.

#### **TERM AND TERMINATION**

This Agreement is effective as of the date of last signature, and will terminate (i) upon conclusion of the post promotion of the Virtual Exhibits, or (ii) upon the occurrence of a material breach (including failure to make timely payments) by either party if such breach is not cured within thirty (30) days after written notice of such breach is received, or (iii) upon thirty (30) days' notice by NCPA to Exhibitor, with or without cause. In the event of termination for material breach by NCPA, or termination without cause by NCPA, NCPA will refund payments made by Exhibitor. Upon any termination of this Agreement, all rights, and privileges for use of the other party's Intellectual Property shall expire and each party shall discontinue the use of the other party's Intellectual Property.

#### **MISCELLANEOUS**

This Agreement supersedes all prior writings or oral agreements and constitutes the entire agreement between the parties on the subject hereof; it may be amended only by a writing clearly setting forth the amendments and signed by both parties. This Agreement is binding on the parties, their successors, and assigns, provided that no party may assign this Agreement without the prior written consent of the other party. Either party's waiver of or failure to exercise any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement. All notices required or permitted hereunder shall be in writing, sent to the parties at the

addresses provided by the parties. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Virginia.

**INTERPRETATION AND APPLICATION OF RULES AND REGULATIONS**

All matters and questions not specifically covered by these Rules and Regulations, are subject to the decision of Nina Dadgar Vice President of Business Development, National Community Pharmacists Association and Whitney Lynch, Manager, of Business Development. *NCPA is a member of the International Association for Expositions and Events (IAEE), the American Society for Association Executives (ASAE).*