



1. Please complete the entire Exhibit Space Application and Contract.
2. Make a copy of all pages of the Exhibit Space Application and Contract for your records.

BIO INTERNATIONAL CONVENTION EXHIBIT SPACE APPLICATION AND CONTRACT

Any Exhibit Space Application and Contract received after June 6, 2019 will be handled on a first-come, first-served, space-available basis. This Application and Contract for exhibit space at the BIO International Convention ("Exhibition") between the Biotechnology Innovation Organization (BIO) and Your Company (Exhibitor), will become effective upon written acceptance by BIO. It includes the terms on both this page and the attached BIO Exhibit Rules and Regulations. Exhibit space will be released if any of the payment deadlines outlined below are not met.

BIO reserves the right at any time prior to or during the Exhibition, and at its sole discretion, decline to provide space to an Exhibitor whose exhibition material(s) and/or content are objectionable to BIO and/or are not consistent with BIO's by-laws, rules and regulations. A deposit of 50% of the exhibit space is due by August 16, 2019. An additional 25% is due October 16, 2019. If you are submitting your contract after October 16, 2019 then 75% is due upon contract submission. The remaining balance (25%) is due on or before January 16, 2020. All contracts submitted after January 16, 2020 will be required to pay the full 100% upon receipt of the invoice.

Send contract to: BIO attn: Exhibits Team, 1201 Maryland Avenue, SW, Suite 900, Washington DC 20024.

Application: Fax: +1.202.488.0993 Tel: +1.202.312.9264 E-mail: exhibit@bio.org

EXHIBIT FEES

BIO Member: \$44/per square foot
(min. 100 sq. ft.)
Non-Member: \$48/per square foot
(min. 100 sq. ft.)
Corner Fee: \$500/per Open Corner*
All fees payable in U.S. dollars.

SECTION C: SPACE REQUESTED

* Minimum booth size: 100 square feet

1. BOOTH SPACE:

_____ Total sq. ft. x \$ _____ per sq. ft.
= \$ _____

_____ Total # of Open Corners* x \$500
= \$ _____

TOTAL DUE:

50% Deposit Due 8/16/2019 = \$ _____

25% Due 10/16/2019 = \$ _____

Final Balance Due:

1/16/2020 = \$ _____

Total = \$ _____

2. EXHIBIT SPACE CHOICES:

Refer to the 2020 floor plan and list four choices. We will make every attempt to accommodate your preferences, however space requested is not guaranteed. Contracts are processed on a first-come, first-served basis.

Booth Choice:

#1 _____

#2 _____

#3 _____

#4 _____

Product Focus Zone requested:
(if applicable):

SECTION A: COMPANY/ORGANIZATION

OFFICIAL COMPANY NAME: _____

This is the company name used to verify BIO Membership.

PROMOTIONAL COMPANY NAME: _____

This is the name you would like to appear in BIO promotional materials.

HEADQUARTERS ADDRESS: _____

CITY/STATE/COUNTRY/POSTAL CODE: _____

WEBSITE: _____

SECTION B: CONTACT

Logistics Contact will receive booth space invoice, exhibitor kit, link to Exhibitor Dashboard and link to exhibitor registration account, as well as all official communications addressed to booth organizers. This person will receive all correspondence regarding setup/takedown, rules and regulations compliance and payment.

LOGISTICS CONTACT: _____

TITLE: _____

MAILING ADDRESS: _____

CITY/STATE/COUNTRY/POSTAL CODE: _____

PHONE: _____ FAX: _____

E-MAIL: _____

MARKETING CONTACT: _____

Marketing Contact will be listed as company contact that manages branding, lead generation, events and other functions to deliver ROI.

TITLE: _____

MAILING ADDRESS: _____

CITY/STATE/COUNTRY/POSTAL CODE: _____

PHONE: _____ FAX: _____

E-MAIL: _____

The 2020 Online Exhibitor Service Kit will be available to all exhibitors in January 2020 and accessible via convention.bio.org. In an effort to continue our green initiatives, service kits will only be available online.

BIO INTERNATIONAL CONVENTION EXHIBIT SPACE APPLICATION AND CONTRACT

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____

DATE: _____

This document, when signed by Exhibitor and accepted by BIO, constitutes a binding legal agreement. By signing this agreement, the Exhibitor agrees that they have received, read and agree to the attached BIO Exhibit Rules and Regulations, incorporated in their entirety herein and expressly made a part of this contract. This Exhibit Space Application and Contract and the included BIO Exhibit Rules and Regulations constitute the entire agreement between the parties and cannot be modified except by express written agreement signed by BIO.

ORDER #: _____ ASSIGNED BY: _____

BOOTH #: _____ DIMENSIONS: _____ x _____

FOCUS ZONE: _____ ORDER AMOUNT: \$ _____

APPROVAL: _____

Conditions and Rules It is understood that the following terms, conditions and rules (hereinafter, "BIO Exhibit Rules and Regulations" or "BIO EXH R&R") are agreed to as part of the contract between the Biotechnology Innovation Organization, hereinafter referred to as "Show Management" or "BIO", and those who purchase exhibit space ("Exhibitor") in the BIO International Convention ("Exhibition"). Show Management shall have the authority to interpret and enforce the BIO EXH R&R. All matters not covered by the BIO EXH R&R are subject to the discretion of Show Management. All decisions so made shall be as binding on all parties as the original BIO EXH R&R. The Exhibitor or its representative is responsible for familiarizing herself or himself with all the BIO EXH R&R. The Exhibitor or its representative who fails to observe the conditions, terms, or rules of the contract may be excluded from the Exhibition without refund.

General Terms and Conditions BIO reserves the right to take the following actions at any time prior to or during the Exhibition and at its sole discretion: (1) terminate this agreement or decline to provide space to an Exhibitor for any reason based on adverse conduct of the Exhibitor (including but not limited to Exhibitor conduct, or Exhibitor use, promotion and/or distribution of material(s) and/or content, that is objectionable to BIO or is not consistent with BIO's bylaws, the BIO EXH R&R, or mission); (2) prohibit any exhibit, or part thereof, that violates this agreement or is, in any other way, not suitable for, or not in keeping with the character and spirit of, the Exhibition; (3) close any exhibit that is determined by Show Management to be too loud or disruptive and/or to disturb other exhibits because of, among other things point of purchase sales, material content, or method of operation; and/or (4) refuse to permit an Exhibitor who violates this agreement to participate in one or more future BIO Exhibitions.

Terms of Payment Upon BIO's receipt of the BIO International Convention Exhibit Space Application and Contract ("ESA&C"), the main contact will receive an email confirmation notice with an invoice and payment instructions.

Fees Cost per square foot = \$44 BIO Member/\$48 Non-Member, Corner fee = \$500/per open corner*

*Minimum booth size: 100 square feet

In order to receive the BIO member rate on exhibit space, the company must be a BIO member in good standing by January 1, 2020. If a company is delinquent on their BIO membership prior to the 2020 BIO International Convention, their exhibit space fees will be assessed at the Non-Member rate.

A corner booth consists of 1 open corner. The corner fee is applicable to each open corner or an Island Booth (4 corners, 20x20 or larger only).

Five (5) Exhibitor Booth Personnel (EBP) Badges (per 100 square feet of exhibit space) are included with your exhibit space. EBP badges have no monetary value, nor do they provide a discount to any type of upgrade to any Convention registration. One (1) Exhibitor Booth Partnering Account is provided per 100 square feet of exhibit space. The Exhibitor Partnering Account is not an additional badge, rather an option that can be added to any valid Exhibitor Booth Personnel registered badge. The Exhibitor Partnering Account has no monetary value. Those exhibitors utilizing Exhibitor Partnering may only have (1) meeting point per 100 sq. ft. with a maximum of ten (10) meeting points. Exhibitors are permitted to purchase up to two (2) additional Exhibitor partnering accounts at a rate of \$500/each. Exhibitor partnering accounts may not be transferred or assigned to a third party. Pricing is subject to review/ change at BIO's sole discretion. Please note: BIO members receive (1) Convention access registration (per 100 sq. ft.). **Limit up to four (4).**

Payment Schedule A deposit of 50% of the exhibit space is due by August 16, 2019 or within 30 days of application submission. An additional 25% is due October 16, 2019. If

you are submitting your application after October 16, 2019 then 75% is due within 30 days of receiving an invoice from BIO. The remaining balance (25%) is due on or before January 16, 2020. All applications submitted after January 16, 2020 will be required to pay the full 100% upon receipt of the invoice. Exhibit space will be released if any of the payment deadlines are missed. Payments submitted in accordance with this ESA&C will be applied, first, to any outstanding balances from previous BIO events, including a prior BIO International Convention. Any BIO ESA&C will not be processed until all prior financial obligations have been met.

Cancellation Policy Cancellations must be received in writing from the primary contact on file. An Exhibitor submitting an ESA&C during the on-site space selection (June 3-6, 2019) for an exhibit space 400 net sq. ft. and above will be immediately financially liable for a 10% cancellation fee for the entire space. This 10% fee will apply until July 5, 2019 at which time the cancellation fee structure found below will apply. Should Exhibitor cancel all, or part, of the space contracted for herein after the date BIO accepts this ESA&C and issues an invoice, Exhibitor is liable for: a) 50% of the total space cost if cancellation is made after July 5, 2019 and before October 16, 2019; b) 75% of the total space cost if cancellation is made after October 16, 2019 and before January 16, 2020; and c) 100% of the total space cost if cancellation is made after January 16, 2020. All of these fees that may become due hereunder are acknowledged by Exhibitor as liquidated damages and are not applicable toward any future BIO sponsored events. After July 5, 2019 the 50% deposit on an ESA&C is non-refundable. After October 16, 2019 the 75% deposit is non-refundable. After January 16, 2020 there will be no refunds issued for exhibit space cancellation. The Exhibitor will be obligated to pay the total rental cost of the exhibit space as outlined in the ESA&C. For the space returned, the space will be reorganized at BIO's discretion.

BIO reserves the right to resell any returned exhibit space. If an Exhibitor does not make its 50% deposit when due under these rules and regulations, then when 30 days past due, BIO may remove Exhibitor's reservation from Show Management's plan and irrevocably change Exhibitor's site selection, while Exhibitor remains fully financially liable for the space. Both Exhibitor and BIO acknowledge that BIO will sustain substantial losses if Exhibitor cancels its ESA&C. BIO will exercise its best efforts to mitigate the damages associated with the Exhibitor's cancellation, but the parties agree that BIO will nevertheless incur substantial losses. Due to the difficulty of determining such losses, the Exhibitor agrees to pay the cancellation fee as liquidated damages if Exhibitor cancels or downgrades its exhibit space on or within the specified time periods.

Space Reduction All space reduction requests must be in writing and shall become effective when received by BIO. A fee of 50% of the difference between the cost of the originally assigned exhibit space and the cost of the reduced exhibit space, requested in writing by the Exhibitor, will be charged on any reductions requested after the date BIO accepts this contract, through October 16, 2019. Between October 17, 2019 and January 16, 2020 the penalty increases to 75% of the difference between the cost of the originally assigned exhibit space and the cost of the reduced exhibit space. The Exhibitor will be responsible for the entire 100% cost of the originally contracted exhibit space on or after January 16, 2020.

Occupancy by Exhibitor It is further agreed that actual occupancy of the space reserved by the Exhibitor is important. If the Exhibitor does not occupy the space by 3:00 pm on June 3, 2020 or does not immediately remedy the situation, all rights of the Exhibitor will be revoked. All exhibits/displays must remain staffed and fully intact through the exhibit hall hours.

Premature dismantling of and/or failure to fully staff said space during the entire show could result in the loss of future exhibit participation.

Amendments Show Management may amend the BIO EXH R&R at any time upon prior written notice to Exhibitor, and all such amendments so made shall be binding on Exhibitors as if they were the original BIO EXH R&R.

Disputes Any and all disputes with respect to the BIO EXH R&R must be taken up with Show Management. This agreement shall be governed and construed in accordance with the laws of the District of Columbia, exclusive of any conflict-of-law provisions, and Exhibitor hereby submits to the jurisdiction of the courts within the District of Columbia, for proceedings related to this agreement.

Force Majeure It is further agreed that in the case that said premises shall be destroyed by fire or the elements, or by any other cause, or in the case of government intervention or regulation, military activity, strikes, or any other circumstances that make it impossible or inadvisable for BIO to hold the Exhibition or portion thereof at the time and place herein provided, this agreement shall terminate and the said Exhibitor shall and does hereby waive any claim for property or other damages or compensation, and there shall be no further liability on the part of either party.

Liability and Insurance Show Management, the Convention Center and their officers, directors, agents, employees or representatives (hereafter referred to as the indemnitees) shall not be responsible for any injury, loss or damage that may occur to the Exhibitor, or to the Exhibitor's employees or property, prior, during or subsequent to the period covered by this agreement unless directly attributable to indemnitees' gross negligence or willful misconduct. To the extent permitted by law the Exhibitor, on signing this contract, expressly agrees to indemnify same against, any and all claims for such loss, damage or injury provided in every instance that Exhibitor is promptly notified in writing of such liability or claim and given full and complete authority, information and assistance, at Exhibitor's expense, for the defense thereof, including any settlements or appeals related thereto. The Exhibitor also agrees to indemnify the indemnitees from any and all liability, costs or damages arising out of or relating to acts or omissions of the Exhibitor, its agents or employees including any security personnel hired directly by the Exhibitor pursuant to the procedures enumerated below. Exhibitors shall obtain, at their own expense, for the duration of the term of the installation and use of the exhibit premise, Comprehensive General Liability Insurance (CGL) in an amount, not less than one million dollars (\$1,000,000.00), specifically naming BIO and the Convention Center as additional insureds as their interests appear. Evidence of insurance shall be made to BIO upon written request. Exhibitors also are recommended to obtain insurance policies covering the transporting of their booth materials, equipment, or both from their home base to the Exhibition and return. As a courtesy, Watchman service will be contracted on a 24-hour basis for the duration of the Exhibition. Exhibitors desiring special security precautions should arrange for private guard service, if desired, or should make arrangements to have locked facilities available in their booth for the storage of display materials or products. In no event shall Show Management or any of its officers, directors, agents or employees be liable to Exhibitors for any amount beyond the booth rental fee actually paid by the Exhibitor to Show Management with respect to which or in connection with which liability is asserted for any indirect, incidental, consequential or other damages (including but not limited to claims for lost profits) arising out of or relating to an Exhibition event, the rental of booth space, the conduct of Show Management, any

Damage of Property Exhibitors are liable for any damage caused to Exhibition building, floors, walls, columns standard booth equipment or other Exhibitors' property. Exhibitors may not apply paint, lacquer, adhesive or any other coating to building columns, walls, floors or other parts of the building, or to standard booth equipment.

Compliance with the Law Exhibitors, exhibits, and exhibit materials and displays shall be at all times in compliance with all applicable federal, state and local laws, codes and regulations.

Use of BIO Name The use or display in any manner or medium of Biotechnology Innovation Organization's or conference name, logo, acronym (BIO), marks or copyrighted materials is not permitted, and no reference, implication or use of such BIO name, logo, acronym, marks or copyrighted materials may be made to claim or imply BIO endorsement, affiliation or approval of any product, service or program without the express, prior written consent of BIO.

Official Contractors In the best interest of the Exhibitors, Show Management has appointed various Official Service Contractors for such services as material handling, furniture rental, booth and floral decorations, signs, photographs, drinking water, skilled labor or any other service deemed necessary ("Official Service Contractors").

Exhibitor Appointed Contractors Exhibitors utilizing the services of any contractor other than those appointed by Show Management must obtain permission from Show Management. These companies include, but are not limited to, any installation and dismantling company, sound and lighting firms, production or promotion firms, or any person or firm providing direct services to the exhibitors. Permission to use an Exhibitor Appointed Contractor cannot be given for utilities or material handling services. In addition, Exhibitor Appointed Contractors are required to provide a Certificate of Liability Insurance with minimum liability coverage of one million dollars (\$1,000,000.00). Notice of intent to use an Exhibitor Appointed Contractor must be submitted to Show Management by way of the Exhibitor Appointed Contractor Form accompanied by the insurance certificate no less than 45 days before the first official day of exhibiting. In addition, the contractor must: (1) submit a list of the names of all company representatives working in the exhibit area; (2) adhere to all Exhibitor move-in and move-out hours and regulations; (3) check in at the Exhibitor Appointed Contractor Desk upon arrival each day to redeem the proper credentials to access the exhibit hall; (4) abstain from soliciting business from Exhibitors on-site or during the Exhibition, including but not limited to the posting of signs and setting-up service desk; (5) agree to abide by all BIO EXH R&R and instructions provided to the Exhibitor; and (6) cooperate with the Official Service Contractor and not interfere with the timely construction of the Exhibition.

Registration and Admission Exhibitors receive five (5) Exhibitor Booth Personnel (EBP) registrations per 100 sq. ft. purchased. Instructions to be used for online registration will be sent to Primary Contact once exhibitor registration has opened. Admission to the Exhibition will be by official badge obtained upon registration, entitling the wearer to attendance in accordance with admission policies. The badge is not transferable. Show Management shall have sole authority over admission policies at all times. After opening day, if for any reason a properly badged Exhibitor or representative desires to enter the exhibit area in advance of the prescribed time, or after closing hours, a request specifying the reason and giving all names of persons who will enter the exhibit area in accordance with such request shall be presented to Show Management for approval. Exhibitors receiving approval will be required to have an official security representative escort the group to the designated booth. All costs associated with admission during non-official hours, including but not limited to security,

will be the responsibility of the Exhibitor. Show Management reserves the right to refuse admission or eject from the Exhibition any person whose conduct is disorderly or unbecoming. The license granted by admission to the Exhibition may be terminated by tendering to the attendee the purchase price of admission to the Exhibition.

Age Requirements In the interest of safety and injury prevention, anyone under 18 years of age (infants included) will not be permitted in the exhibit hall during move-in and move-out (and the Convention Center may have more stringent age requirements, which Show Management will honor); and, anyone under 21 years of age will not be permitted in the exhibit hall during the Exhibition (exceptions must be in writing by Show Management). Show Management reserves the right to require proof of age prior to admission to the Exhibition.

Unoccupied Space Show Management reserves the right to rent an exhibit space to any other Exhibitor or use said space for such purposes as it may see fit without any liability on its part should the Exhibitor's space remain unoccupied at 3:00 pm the day prior to the official Exhibition opening or should the Exhibitor fail to make payment in full by the specified date in the contract or space rental invoice. This clause shall not be construed as affecting the obligation of the Exhibitor to pay the full amount specified in the space rental invoice.

Point of Purchase Sales Exhibitors are limited to taking only orders for products and services. Transactions that involve any exchange of money, product or service on-site are not permitted by Exhibitors. Failure to comply with this regulation will result in dismissal from the exhibit hall without any refund.

Early Dismantling Dismantling or removing an exhibit or materials before the official closing of the show is prohibited. Show Management and the Official Show Contractor are responsible for maintaining all in-and-out traffic schedules at the exhibit site and handling the move-in and move-out of all Exhibitors' materials and equipment. Show Management and the Official Show Contractor will also maintain control and have priority at the loading areas at all times. All shipments must be prepaid. Failure to comply will result in the Exhibitor at fault being barred from future BIO exhibitions.

Relocation of Exhibits Show Management reserves the right to alter locations of exhibits as shown on the official floor plan, if advisable and in the best interests of the Exhibition as determined by Show Management in its sole discretion.

Space Restrictions Aisles and other spaces in the Convention Center not leased to Exhibitors shall be under the control of Show Management. All displays, interviews, conferences, distribution of literature, lectures, audience seating/standing and the appropriate transaction of business shall be made WITHIN the space contracted. Temporary booth personnel shall be restricted to the same aforementioned rules as authorized Exhibitor personnel.

Soliciting/Demonstrating Exhibits must be confined to the exact space allocated. Circulars, publications, advertising matter and all kinds of promotional giveaways must be distributed only within booth spaces. Nothing can be posted on, tacked, nailed, screwed or otherwise attached to columns, walls, floors or other parts of the building or furniture. Signs, rails, etc., will not be permitted to intrude into or over aisles. Canvassing, exhibiting or distributing advertising material outside the designated exhibit area is prohibited. Soliciting or demonstrating by an Exhibitor must be confined to the Exhibitor's own booth. Distribution of the Exhibitor's printed advertisements must be done within the Exhibitor's own space.

Persons who are not Exhibitors are prohibited from any detailing, exhibiting or soliciting within the Convention Center. No exhibits, displays or advertising material of any kind will be allowed in the Convention Center rooms or hallways unless pre-approved by Show Management. Failure to comply with this regulation can result in dismissal from the exhibit hall.

Access for Persons with Disabilities Show Management works to provide an accessible Exhibition for all attendees with disabilities and believes that persons with disabilities should be given the opportunity to participate and interact to the fullest extent possible. Show Management encourages all Exhibitors to make their booth accessible to people with disabilities.

Noise and Offensive Odors Exhibitors will take every reasonable precaution to minimize the noise of operating exhibits. Each exhibit will be operated in a dignified manner so as not to constitute an annoyance to adjoining Exhibitors. Exhibitors wishing to distribute food and/or beverages must obtain prior written permission from Show Management. All approvals are subject to the use of exclusive in-house catering vendors when required. Show Management shall have the sole authority in determining the application of this regulation. Any speakers and other sound devices should be positioned as to direct sound into the booth rather than into the aisle. Rule of thumb: sound and noise should not exceed 85 decibels when measured from the aisle immediately in front of a booth.

Photography Photographing booths is limited to candid shots only of your own booth. Photographing other exhibits and booths is by permission only. Exhibitors and photographers shall not disrupt visitor traffic by clearing booths or aisles for photography during the regular Exhibition hours.

Booth Units, Identification, Carpeting, Draperies An eight (8) foot high draped back wall and 36-inch high draped side walls are provided for all booths. Aisle carpet will be placed in all aisles throughout the exhibit. Distance from edge of booth to edge of aisle carpet may vary according to the width of the aisle. Color of aisle carpet and drape will be specified in the Exhibitor Service Manual. Booth carpeting is the responsibility of the Exhibitor.

Fire, Safety and Health The Exhibitor agrees to accept full responsibility for compliance with local, city and state fire, safety and health ordinances regarding the installation and operation of equipment or otherwise relating to the Exhibitor or his/her booth. Furthermore, all exhibit materials and equipment must be located within the booth and protected by safety guards and devices, where necessary, to prevent personal accident or injury to spectators or to other exhibitors. Only fireproof materials will be used in displays, and the necessary fire precautions will be a responsibility of the Exhibitor. Hazards and Firearms Equipment with sharp or protruding edges posing a potential danger to attendees and/or exhibit personnel, at whatever level, must have protective covering and/or be flagged. No firearms of any nature may be brought into the Convention Center.

Fumes and Gasoline Motorized vehicles may not be operated within the exhibit halls without prior written approval of Show Management. Vehicles with gasoline engines may be displayed only if the following conditions are met: All battery cables must be disconnected and taped to avoid potential sparks. A locking gas cap must be installed, or the tank must be adequately sealed by tape. Gas tanks must contain no more than 1/4 tank of gas while in the exhibit hall.