

EXHIBIT AGREEMENT

Title of CME Activity: 2024 EoE Network of Virginia Inaugural Meeting

Location of CE Activity: UVA Darden School of Business

Dates of Activity: Darden School of Business

Exhibit Fee (\$): 3,000.00

Exhibit Fee due date: November 1, 2024

CE Program Manager: Pamela Lace, MA

The Rector and Visitors of the University of Virginia School of Medicine and School of Nursing CE Program (UVACE) is the designated entity responsible for managing the conduct of all activities associated with independent Continuing Education activities accredited through the University of Virginia (UVA Health). UVACE is designs its programs to provide education based on the most current science and to serve the educational needs of physicians, nurses, pharmacists and healthcare professionals. In addition, UVACE programs comply with the ACCME Standards for Integrity and Independence and related policies, as well as other federal regulations and voluntary guidelines (PhRMA, AdvaMED, etc.).

In an effort to provide physicians and other healthcare professionals with access to information about currently available therapies, equipment and tools, the UVACE may elect to provide opportunities for exhibit tables to commercial entities (hereinafter the "Company").

By signing below, the Company agrees to the following terms and conditions for exhibits at the UVACE-accredited educational program entitled "[program name]" to be held at [host site name]" ("Host"):

- 1) The Company's exhibit is considered an "associated commercial promotion" and not part of the educational agenda/activity. As an associated commercial promotion, the exhibit is subject to the Standards of the ACCME Standards for Integrity and Independence and related policies.
- 2) Permission to set up an exhibit (live or virtual) and the fees charged therefore ("Exhibit Fee") are established/managed by the UVACE and are not contingent upon nor related to the receipt of grants for the educational program. The Exhibit Fee represents fair market value and is the same as the fees charged to other exhibitors for similar promotional activities.
- 3) The placement of exhibit booths/tables is at the sole discretion of the UVACE.
- 4) All promotional activities must be conducted within the Company's assigned location (table/booth/virtual) space and must not interfere with the educational activity.
- 5) No Company non-educational printed materials, souvenirs, or other promotional articles (including pens, paper, coffee cups, and any other items bearing Company trademarks or referencing Company products or services) may be distributed at the Company's assigned booth/table space, or in the registration area, common areas, or meeting rooms. Educational items (demonstration or scientific information) designed for patients or healthcare professionals are acceptable, but must be valued less

than \$100 and have no value to the professional outside of his or her professional responsibilities. Any items that could be considered product giveaways are not allowed.

- 6) The Company's personnel must arrange its exhibit such that aisle space is kept clear to permit the smooth flow of traffic.
- 7) UVACE reserves the right to prohibit the distribution of items it deems to be objectionable or otherwise inappropriate.
- 8) Exhibit reservations may be cancelled if written notification is received by UVACE at least 10 working days prior to the first day of the educational program/ event. In the event of a cancellation, the Exhibit Fee less a \$100 handling charge will be refunded.
- 9) There will be no refunds of Exhibit Fees for cancellations that are received less than 10 working days prior to the start of the educational program event.
- 10) Neither UVACE or Host, nor any of their officers, agents, employees, affiliates or other representatives shall be held liable for, and they are hereby released from liability for, any damage, loss, harm or injury to the person or property of the Company or any of its officers, agents, employees or other representatives, resulting from theft, fire, water, accident or any other cause. Except to the degree of negligence of UVACE, or Host, or any of their officers, agents, employees, affiliates or other representatives, [t]he Company shall also indemnify and hold harmless Host and UVACE from demands, suits, liability, damages, loss, costs, attorneys' fees and expenses of whatever kind of nature, including but not limited to, claims of damage or loss to the extent resulting from the breach of these terms, conditions and rules, claims of property or personal injury caused by or attributable in whole or in part to any action or failure to act whether by negligence or otherwise, on the part of the Company or any of its officers, agents, employees or other representatives.
- 11) Company represents and warrants that all of its promotional activities undertaken hereunder will comply with all applicable federal, state and local laws, rules and regulations.
- 12) The Company will not use the name of the University of Virginia, or its School of Medicine, Nursing or UVACE, or the names of any of their employees or agents without prior written permission.
- 13) This Agreement states the entire agreement and understanding of the parties with respect to the subject matter set forth herein, and supersedes all prior oral and written agreements relating thereto.
- 14) This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia.

Accepted and Agreed by the Company:

By (signature): _____ Date: _____

Name/Title: _____

Telephone: _____ Fax: _____

Email: _____

Company Name: _____

Representative to attend (if different from above) _____ Email: _____

Please make your payment through the UVa Secure E-payment: PLEASE EMAIL PAMELA LACE AT psl5g@virginia.edu for online payment information

Alternately, a check may be sent of the University of Virginia" (Tax ID# 54-6001796). Mail to the attention of the (insert payable to "UVA CME/Rector & Visitors Program Manager) UVA CE, 1415 Jefferson Park Avenue, McKim Hall G-150, Charlottesville, VA 22908 Please reference (name of conference)