

FiO 2020 EXHIBIT SPACE CONTRACT

15 – 16 September 2020 · Washington Marriott Wardman Park · Washington, DC, USA



Return signed contract to: FiO Exhibits, c/o OSA, 2010 Massachusetts Ave., NW, Washington, DC 20036

Tel: +1.202.416.1988 Fax: +1.202.416.1408 Email: exhibitsales@osa.org

Primary Contact — to receive all information pertaining to exhibit

We are a first-time exhibitor.

If no Buyers' Guide information is submitted by the deadline (to be provided), only the company name and URL will be published.

Company Name: _____

Division of / Subsidiary of: _____

Contact Name: _____

Job Title: _____

Address: _____

City: _____ State/Province: _____ ZIP/Postal Code: _____ Country: _____

Tel: _____ Fax: _____ Skype ID: _____

Email: (main mode of communication—print clearly) _____

URL: _____

Billing Contact — (please complete only if different from above)

Contact Name: _____

Job Title: _____

Address: _____

City: _____ State/Province: _____ ZIP/Postal Code: _____ Country: _____

Tel: _____ Fax: _____ Skype ID: _____

Email: _____

Cost of Exhibit Space: Full payment is due with all contracts—no refunds will be given. A signed contract obligates the Exhibitor to pay the full amount. Defaults in payment may result in reassignment of space or cancellation (subject to cancellation fee schedule). See cancellation clause on the back of this form.

All Space Includes Company identification sign, One complimentary technical registration (up to \$1,000 value), Unlimited personnel registrations, One copy of technical program, Company profile listing in Buyers' Guide*, Company profile and link on web site*. Company profile listing in Mobile Application.*

10'x10' Booth OIDA Member** - US\$ 2,550 Non-member - US\$ 3,000

Cost includes: Raw 10' x 10' exhibit space (approximately 9 sqm), Back and side drape. Furnishings, electricity, and services will be available to order via the Exhibitor Service Manual. Any additional costs will be the Exhibitor's responsibility.

Tabletop OIDA Member** - US\$ 2,101 Non-member - US\$ 2,472

Cost includes: One display table, Two side chairs, and Standard carpet

* Benefits contingent upon date of signed contract. ** OSA Industry Development Associates (OIDA) Member rates apply only if membership is active at the start of the Conference and the member has chosen the Business Development benefit category as part of their OIDA member benefits.

Please list your top three space choices below:

1. _____

2. _____

3. _____

Contract Authorization: By signing below, with or without appropriate payment, this contract shall become a legally binding contract. The individual signing this document represents that he/she is duly authorized to execute this binding contract on behalf of the exhibitor. By signing this agreement, Exhibitor agrees to abide by and be bound to this Contract, Exhibit Management's rules and regulations as published on the reverse side of this document, and any additional rules and regulations published by Exhibit Management, and the following documents, (which are hereby incorporated by reference as part of this Contract) as they may be amended by Exhibit Management from time to time: Exhibit Service Manual (inclusive), Code of Conduct (available at www.osa.org/codeofconduct), and the Privacy Policy (available at www.osa.org/privacypolicy).

Authorized Representative Name (Please Print): _____

Authorized Signature: X _____ Date: _____

Full Payment is Due With Contract: Make checks payable (in US Dollars, drawn on a US bank) to OSA. ACH transactions are not accepted. Direct wire transfer to: Bank of America, 1501 Pennsylvania Ave, NW, Washington, DC 20013, USA. ABA #0260-0959-3, SWIFT BOFAUS3N. Beneficiary, The Optical Society (OSA). Acct. #20-867-84-287. Remitter is responsible for all wire transfer fees, including a \$25 processing fee for Bank of America. Please include remitter's name, invoice number, and the event name.

You may also pay by credit card: Visa M/C Diners AmEx

Amount: _____

Card No: _____ Exp. Date: _____

Print Name (as it appears on card): _____

Cardholder Signature: _____ Date: _____

FIO 2020 EXHIBITION RULES & REGULATIONS

Read Carefully — Avoid Misunderstandings

Frontiers in Optics (FIO) is managed by the Optical Society of America, Inc. (OSA). "Venue" refers to the Washington Marriott Wardman Park. Rules and Regulations may be amended at any time by FIO Management in its sole reasonable discretion. FIO Management reserves the rights to grant or deny its consent in its sole reasonable discretion and the right to apply, interpret, and enforce these rules in its sole reasonable discretion. Any point not specifically covered in these rules is subject to the decision of FIO Management, whose decision shall be final.

PURPOSE: To disseminate knowledge and promote the development and application of optics. The comprehensive technical exhibition serves to introduce new products and services to the market and to educate individuals in these areas with regard to these technologies. Only exhibitors whose materials are related to those purposes will be allowed to maintain displays. FIO Management reserves the right to determine whether Exhibitor's materials relate to the purpose of the exhibition.

ACCEPTANCE AND ASSIGNMENT OF SPACE: This Contract shall be deemed accepted by FIO Management upon space assignment. Space will be assigned on a first come, first served basis. Although FIO Management will attempt to fulfill Exhibitor's space request, exhibit space will be assigned by FIO Management in its discretion and its decision shall be final. However FIO Management reserves the right to revise the exhibition floor plan and/or reassign space assignments at any time without notice to Exhibitor.

PAYMENTS: Exhibitor must make payments as shown on the Cost of Exhibit Space section on the front of this contract. OSA Industry Development Associates Member rates apply only if the membership is active at the start of the Conference.

A non-refundable payment is due with Contract. The exhibitor is obligated to pay 100% of the contracted amount. Defaults in payment may result in reassignment of space or cancellation (subject to cancellation fee schedule). Discounted rebook prices listed on the front of the contract expire on 30 September 2019.

CANCELLATIONS: This Contract may be cancelled by Exhibitor by giving written notice to FIO Management, subject to the following fees:

- 100% of the full contracted space rental fee

These fees apply in the event of Exhibitor cancellation or failure to participate for any reason whatsoever. Cancellation fees will NOT be applied to any other past, current, or future charges incurred by Exhibitor and are non-transferable. In no event will Exhibitor receive a credit from any revenue later generated by reuse of the reserved space by FIO Management. Exhibitor shall also forfeit all exhibitor privileges, including but not limited to:

- Hotel rooms reserved via the Exhibitor Housing Block;
- Exhibitor Technical and Booth Personnel badges;
- Access to press room and press conference slots;
- Access to sponsorships and advertising opportunities, as well as removal of company listing from the Exhibit Buyers' Guide, website and mobile application.

UPSIZING: At any time after signing the original Contract, Exhibitor may enter into a new contract for a larger exhibit space, subject to availability.

MERGERS AND ACQUISITIONS: Exhibitor's obligations under this agreement, including payment obligation, may not be waived or assigned to any third party without the prior written permission of FIO Management. For the avoidance of doubt, in the event that Exhibitor acquires, is acquired by or merges with a third party, Exhibitor shall remain liable for full payment of fees under this agreement, regardless of whether the third party has entered into its own exhibit space agreement.

ARRANGEMENT OF EXHIBITS: FIO Management follows International Association of Exhibitions and Events (IAEE) Guidelines. Exhibitor agrees to arrange exhibits so that the general view of the floor will not be obstructed nor hide other objects.

All Space

- Company identification sign, One complimentary technical registration (up to \$1,000 value), One copy of technical program, Unlimited exhibit personnel registrations, Company profile listing in Buyers' Guide*, Company profile and link on web site*. Company profile listing in Mobile Application.*

Booth Exhibit Space

- Display space is raw 10' x 10' or 9 sqm space; maximum height of the booth and display is 8 feet. All materials must be displayed within the above mentioned space and cannot be adhered to walls.
- Carpet, unless otherwise noted in the Exhibitor Service Manual, will need to be ordered by the exhibitor.

Tabletop Exhibit Space

- Display space is 5' x 8' or 4 sqm space; maximum height of the display is 8 feet including the table, or 5 feet 6 inches from the table's surface. One display table, Two side chairs, Standard carpet, and Wastebasket.
- All materials must be displayed within the above mentioned space and cannot be adhered to walls.

LOGO USAGE: Exhibitor agrees to provide Exhibit Management with a limited, revocable, non-exclusive, non-transferable, worldwide, royalty-free license to use, distribute, display, make derivative works from and copy the trademarks and logos of Exhibitor for promotional and marketing purposes related to the 2020 exhibit for which the Exhibitor has submitted a contract.

SERVICES: FIO Management has designated official exhibition contractors as outlined in the Exhibitor Service Manual. Services for these and other contractors will be available and charged at the then-current rates by the contractor directly to Exhibitor. FIO Management and its Sponsors assume no responsibility or liability for such contractors. Exhibitors wishing to use Exhibitor Appointed Contractors (EACs) for non-exclusive services must follow proper application procedures, as outlined in the Exhibitor Service Manual. Exhibitor must use qualified union personnel for material handling, installing and dismantling exhibits, and other services as required by the Facility's rules and regulations. Applicable union regulations for the Facility will be provided in the Exhibitor Manual.

COMPLIANCE WITH LAWS, RULES, AND SAFETY PRECAUTIONS: Exhibitor is responsible for compliance with all federal, state, and local laws, regulations, orders, and requirements applicable to Exhibitor's participation in the Exhibit, as well as all Facility and FIO Management rules and regulations. Exhibitor is responsible for obtaining any licenses and permits necessary for its exhibition. Exhibitor shall take all necessary measures to safeguard persons and property in the Facility from any hazards associated with Exhibitor's exhibit equipment. Exhibitor shall comply with applicable industry safety standards, including but not limited to the following: Center for Devices and Radiological Health's Federal Laser Product Performance Standard (21CFR1040), the American National Standards Institute (ANSI) Standard Z-136.1-2007 on Safe Use of Lasers (or, alternatively, the American Conference on Governmental Industrial Hygienists (ACGIH) Guide for Control of Laser Hazards) in the operation of all coherent sources during the Exhibit Conference. A copy of OSA's "Guidelines for a Safe Exhibit" is available upon request. Exhibitor agrees that it will immediately remedy any condition of its exhibit space if notified by FIO Management that the space is unsatisfactory for any reason. Exhibitor's failure to do so may result in cancellation of Exhibitor's space.

INSTALLATION AND DISMANTLING: Exhibitor will not be allowed to set up, nor will freight or furnishings be delivered to Exhibitor's space until FIO Management receives the full space rental fee payment. Exhibitors must comply with all move-in and move-out requirements as set forth in the Exhibitor Service Manual. Exhibitor agrees that if FIO Management should receive, handle, or have in its care or custody Exhibitor's property of any kind, FIO Management is authorized to act solely for the accommodation of Exhibitor, and FIO Management shall not be liable for any loss, damage, or injury to such property.

RESTRICTIONS: Exhibitor's activities shall be restricted to Exhibitor's display space only. FIO Management reserves the right to restrict, reject, prohibit, or eject any exhibit, in whole or in part, which becomes objectionable due to noise, safety hazards, or other reasons. FIO Management reserves the right to deny access to or eject any person whose behavior becomes objectionable. In any such event, no refunds will be issued. Sanctions for noncompliance with FIO Management's rules and regulations may result in forfeiture of all fees paid and ineligibility to exhibit at or attend any future OSA managed Exhibit.

SUBLEASING SPACE: Exhibitor shall not, without advance written approval by FIO Management, assign or sublet this Contract, in whole or in part, nor exhibit any products or services other than those manufactured or handled in Exhibitor's normal course of business, nor permit any third party to solicit business in Exhibitor's space. Multiple-company sharing of exhibit space shall require advance written permission from FIO Management.

COMPETING EVENTS: Exhibitor shall not conduct any competing event of more than 25 people during official Exhibit and Conference hours.

ADVERTISING MATTER: FIO Management reserves the right to prohibit distribution of souvenirs, advertising matter, or any other materials. Distribution from anywhere other than within Exhibitor's exhibit space is forbidden.

MUSIC: Exhibitor must be prepared to provide proof of Broadcast Music Industry (BMI), American Society of Composers & Performers (ASCAP), Society of European Stage Authors and Composers (SESAC), or other appropriate licenses for Exhibitor's use of music, including in video presentations. Exhibitors using such music agree to indemnify and hold harmless the Sponsors against any claims, liability or damages resulting from their use of such music.

FOOD AND ALCOHOL: The exclusive provider of food, beverage, and catering services within the Facility will be listed in the Exhibitor Service Manual. Any Exhibitor offering alcoholic beverages at any event held in conjunction with the Exhibit and Conference must (i) carry a minimum of two million dollars (\$2,000,000.00) in liquor liability insurance during the event and (ii) comply with all Facility rules and requirements as well as the FIO Management alcohol policy, which may be obtained from FIO Management upon request.

AMERICANS WITH DISABILITIES ACT (ADA): Exhibitor is solely responsible for ensuring that its exhibit fully complies with the ADA.

EXHIBIT PERSONNEL: Exhibitor must have staff present at their exhibit space during all open exhibition hours. Exhibitor personnel shall conduct themselves in a professional manner at all times. All exhibit personnel must be dressed appropriately to conduct business. Inappropriate attire includes, but is not limited to, sexually suggestive or obscene outfits or costumes unrelated to the topic of the exhibit and conference.

PHOTOGRAPHY AND VIDEO RECORDING: Neither photography nor video recording are permitted in the Exhibit area without FIO Management's express, prior written consent. Sanctions for noncompliance may include the seizure and destruction of film or electronic storage devices.

SOUND LEVELS: Sound levels of presentations must be kept at or below 85 decibels and not interfere with surrounding exhibits.

CHILDREN: In the interest of safety, no person under 18 years of age will be allowed on the show floor during set-up and tear-down hours. During open exhibit hours, children 12 years old and under must be accompanied by a supervising adult at all times. Parents of younger children may request an exemption from FIO Management in the event of extraordinary circumstances. Parents or guardians must agree to abide by FIO Management's rules regarding children and to be responsible for the child and assume all responsibility for damage to exhibits and equipment. Strollers are not allowed on the exhibit floor at any time.

FORCE MAJEURE: FIO Management may suspend or terminate this Contract without penalty in the event the Facility becomes unavailable, is destroyed or damaged, or if it becomes inadvisable, impracticable, illegal, or impossible to hold the Exhibit and Conference as scheduled due to any event beyond the control of FIO Management, including but not limited to the following: strike; lockout; injunction; emergency; act of God; act of war or terror; curtailment of local, national, or international transportation facilities with a significant impact on domestic and/or international travel; and economic factors which make it impractical for FIO Management to hold the Exhibit and Conference as scheduled or otherwise perform its obligations hereunder (including the unavailability or inadequacy of any Facility, headquarters, hotel(s), or necessary expansion space). In such an event, Exhibitor hereby waives any and all damages and claims for damages and agrees that the sole liability of FIO Management and the Sponsors of the Exhibit and Conference shall be to refund to Exhibitor all payments made for exhibit space, less a proportionate share of all expenses incurred and committed by FIO Management, such as, but not limited to, advertising, Facility fees, etc., to the extent any monies remain after payment of such expenses.

INSURANCE: Exhibitor shall carry adequate insurance to protect itself against bodily injury (including death) and property damage claims arising from Exhibitor's participation in the Exhibit and Conference, including but not limited to (i) worker's compensation as required by law and (ii) commercial general liability insurance in such amounts as are adequate, but in no event less than one million U.S. dollars (\$1,000,000.00) combined single limit for both bodily injury and property damage. Said insurance shall name the The Optical Society and each of the Sponsors, including their respective members, officers, directors, agents and employees (collectively the "FIO Management") as additional insureds, shall contain an endorsement that such policy shall remain in full force and effect notwithstanding that the insured has waived its right of action against any party prior to the occurrence of a loss, and shall require the insurer to waive all rights of subrogation against the Parties. Further, said insurance shall include a provision for notification to FIO Management at least thirty (30) days prior to cancellation. Exhibitor shall furnish FIO Management with a Certificate of Insurance verifying such coverage 30 days prior to the exhibition.

DISCLAIMER OF WARRANTIES: The express terms of this Agreement are in lieu of all warranties, conditions, undertakings, terms and obligations implied by statute, common law, trade usage, course of dealing or otherwise, including but not limited to any implied warranties of merchantability or fitness for any particular purpose, all of which are hereby excluded to the fullest extent permitted by law.

DAMAGE TO FACILITY: Exhibitor shall be solely responsible for any and all damage to the Facility caused by Exhibitor, its contractors, or their respective officers, directors, employees, representatives, servants, agents, invitees, licensees, or subcontractors.

INDEMNIFICATION: Exhibitor agrees to defend, indemnify, and hold harmless the FIO Management, the Facility, the Operator, and their respective officers, directors, employees, and agents from and against any and all claims, demands, actions, causes of action, penalties, judgments and liabilities (including court costs and reasonable attorney's fees) based upon or arising out of any act, omission, negligence, misconduct or breach of any material condition of this Contract by Exhibitor, its contractors, or their respective officers, directors, employees, representatives, servants, agents, invitees, licensees, or subcontractors (collectively "Exhibitor Parties").

LIMITATION OF LIABILITY: Exhibitor agrees that the liability of the FIO Management under this agreement shall not exceed the amount of space rental fees paid by Exhibitor. In no event shall the FIO Management be liable for any indirect, consequential, punitive, or incidental damages, even if advised of the possibility of such damages. To the extent allowed by law, no claim may be brought against the FIO Management beyond one (1) year of the conclusion of the Exhibit and Conference.

WAIVER: Exhibitor acknowledges that the FIO Management, Facility, and Operator do not carry insurance coverage for Exhibitor's property. Exhibitor is solely responsible for the security of its property and the property of others under its control. Exhibitor agrees to bear all risk of any bodily injury (including death) or property damage or loss which the Exhibitor Parties might sustain as a result of Exhibitor's participation in the Exhibit and Conference. Exhibitor hereby waives any and all rights of recovery, refund, or compensation for bodily injury (including death) or property damage against the FIO Management, the Facility, the Operator, and their respective officers, directors, employees, and agents based upon or arising out of Exhibitor's participation in the Exhibit Conference, except such losses as may be the result of the sole gross negligence or willful misconduct of the aforementioned parties.

LAWS: This Contract shall be exclusively governed by, and construed and enforced in accordance with, the laws of the state of New York without reference to its choice of law doctrine. Exhibitor agrees that the sole jurisdiction and venue for any litigation arising from or relating to this Contract shall be an appropriate federal or state court located in the District of Columbia. Exhibitor hereby waives trial by jury in any action, proceeding, or counterclaim brought by or against the FIO Management with respect to this Contract. The FIO Management shall be entitled to recover from Exhibitor all costs (including attorney's fees) from any suit brought by the FIO Management to enforce their rights herein.

NOTICES: Exhibitor agrees to notify FIO Management immediately if it (i) becomes insolvent; (ii) files or anticipates filing a petition for voluntary bankruptcy, reorganization, insolvency or similar action; (iii) if Exhibitor has filed against it an involuntary petition in bankruptcy or a receiver or trustee is appointed to take possession of Exhibitor's property; or (iv) dissolution of Exhibitor voluntarily, involuntarily or by operation of law.

GENERAL: The parties are independent contractors with respect to each other, and nothing herein shall create any association, partnership, joint venture or agency relationship between the parties. Neither party has any right nor authority, to assume or to create any obligation or responsibility on behalf of the other party except as otherwise provided herein. The parties agree that all rights and obligations provided in this Agreement which do not expressly terminate pursuant to this Agreement shall survive beyond the term of this Contract and shall remain in full force and effect in perpetuity. This Contract represents the entire agreement of the parties and supersedes any other understanding of the parties concerning the subject matter herein. This Contract may be modified only with signed written consent of FIO Management. The waiver of a breach of any of the terms hereof or of any default hereunder shall not be deemed a waiver of any subsequent breach or default, whether of the same or similar nature, and shall not in any way affect the other terms hereof. No waiver or modification shall be valid or binding unless in writing and signed by the waiving party. All provisions of this Contract shall be severable and no provision shall be affected by the invalidity of any other provision to the extent that such invalidity does not also render such other provision invalid. All notices required under this Contract shall be considered given when deposited in the U.S. mail, certified, return receipt requested, addressed to the respective parties as listed on the first page of this Contract.