

26th World Meeting on Sexual Medicine

Invitation to Corporate Sponsors and Exhibitors

TERMS & CONDITIONS

1 GENERAL

1.1 Definitions in these Terms and Conditions

- a. "Application Form(s)": the ISSM Sponsor Application Form, the ISSM Additional Support Application Form, which when provided to ISSM office constitutes an irrevocable offer from the Sponsor to enter into a binding agreement for the item(s) indicated on the Application Form(s);
- b. "Agreement": the Sponsor Agreement and/or the Additional Support Agreement;
- c. "Booth": the construction, built on the Stand Space in which the Exhibitor displays his/its products or exhibits;
- d. "Confirmation": the written confirmation (including by fax or e-mail) from ISSM of its allocation of one or more Sponsor Item(s), which is sent to the Sponsor by ISSM upon receipt by ISSM of (i) the Application Form(s) or (ii) the written approval (including by fax or by e-mail) from the Sponsor of a reasonable alternative as set out in article
- e. "Meeting": the 26th World Meeting on Sexual Medicine;
- f. "Venue": J N Tata Auditorium, National Science Seminar Complex, CV Raman Rd, Kodandarampura, Malleshwaram, Bengaluru, Karnataka 560012, India
- g. "ISSM Office", executive office through Status Plus with locations in the US at 14305 Southcross Dr., Suite 100, Burnsville MN 55306, USA and in the Netherlands, Zaanweg 119A, 1521 DS Wormerveer, The Netherlands;
- h. "Sponsor Agreement": the agreement between ISSM and the Sponsor with respect to the ISSM Sponsor Program, as further defined by the Confirmation and article 3 of these Terms and Conditions;
- i. "Additional Support Agreement": the agreement between ISSM and Sponsor with respect to one or more Sponsor Item(s) other than participation in the ISSM Sponsor Program, as further defined by the Confirmation and article 3 of these Terms and Conditions;
- j. "ISSM": "International Society for Sexual Medicine", a tax exempted 501(c)3 US non-profit corporation incorporated in the state of California (represented by its management company "Status Plus");
- k. "Exhibition": the presentation of for profit and not for profit biomedical companies and/or companies interested in the field of Sexual Medicine during the Meeting;
- l. "Exhibitor": the natural or legal person, including his/ its employees, servants and agents, to whom a Stand Space at the Exhibition has been allocated by ISSM;
- m. "Prospectus": the document provided by ISSM which contains information about the meeting and which includes these Terms and Conditions and the Application Form(s);
- n. "Sponsor" the natural or legal person on behalf of which an Application Form has been submitted to the ISSM;
- o. "Sponsor Item(s): the exhibition stand space, the satellite symposium slot, the additional support opportunity, participation in the ISSM Sponsor Program, all as set out in the applicable Application Form(s), and/or any other sponsor items as offered by ISSM;
- p. "Stand Space": the area of space at the Venue where the Exhibitor is allowed, under the Sponsorship Agreement, to display his/its products or exhibits;
- q. "Standard Booth": the construction, built on the Stand Space in which the Exhibitor displays his/its products or exhibits, provided by ISSM, upon application and (pre) payment by the Exhibitor;
- r. "Terms and Conditions": the regulations set out in this document, which govern the Application Form(s), The Sponsorship Agreement, the Additional Support Agreement and any further agreements between ISSM and the Sponsor in connection with these documents.

1.2 Application Procedure and Formation of Binding Agreement

- a. With observance of the submission date of the Application Form, ISSM will decide whether an agreement will be entered into with the Sponsor with respect to the ISSM Meeting Sponsor Program and/or one or more Sponsor Item(s) as set out in the Application Form(s) submitted by the Sponsor. ISSM is free to refuse an Application Form without giving reasons.



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b. ISSM and the Sponsor shall have entered into a binding Sponsorship Agreement with respect to one or more Sponsor Item(s) as soon as ISSM has sent a Confirmation to the Sponsor. The details of the Sponsorship Agreement are laid down in the Confirmation and article 3 of these Terms and Conditions.

c. ISSM will only send a Confirmation to the Sponsor for a Sponsor Item for which the Sponsor submitted an Application Form or which has been accepted by the Sponsor as a reasonable alternative as set out in article 1.2-(d).

d. ISSM will consider the Sponsor's wishes as far as possible. If a Sponsor Item for which the Sponsor submitted an Application Form is not available for the Sponsor, ISSM may propose one or more reasonable alternative(s) to the Sponsor, which can be accepted by the Sponsor in writing within 5 business days as from the date of the proposal. In the absence of a timely acceptance, the proposal of ISSM will lapse and ISSM has the right to offer and/or allocate the same reasonable alternative(s) to a third party. The Sponsor is not entitled to a reasonable alternative.

e. Unavailability of one or more Sponsor Item(s) for which the Sponsor submitted an Application Form does not affect the fact that upon Confirmation ISSM and the Sponsor shall have entered into a binding agreement with respect to one or more available Sponsor Item(s) for which the Sponsor submitted an Application Form.

f. The Sponsor acknowledges that as from the date of the Confirmation of the Sponsorship Agreement it is bound by cancellation conditions as set out in article 3.2 in the event of cancellation of one or more Sponsor Item(s).

1.3 Payment

a. An invoice for the full amount concerned, will be sent to the Sponsor by the ISSM Office as soon as parties have entered into a binding agreement as set out in articles 1.2- (b) or 1.2-(c). Unless provided otherwise by ISSM, payment of the invoice is due within 30 days of the invoice date.

b. The Sponsor will pay the invoices of ISSM by wire transfer in USD.

2 EXHIBITORS

2.1 Application, Alteration and Cancellation

a. All applications for a Stand Space must be made pursuant to the Exhibition Contract. These Terms and Conditions are hereby incorporated by reference into the Application Form. The ISSM alone has the authority to accept or refuse applications for admission and to allocate the Stand Space but will consider the Exhibitor's wishes as far as possible.

b. The submission of the Application Form, accompanied by an advance payment equal to full payment of the total rent of the Stand Space, followed by acceptance by the ISSM through allocation of a Stand Space at the Venue shall form a Contract between the ISSM and the Exhibitor. Upon receipt of the Application Form and the advance payment, the ISSM shall confirm the Contract in writing within 4 weeks.

c. The ISSM reserves the right to advance, postpone, vary and/or change the location of the Exhibition and/or vary and/or change the location and/or size of the Stand Space and/or Booth, and/or the layout of the Exhibition, without the Exhibitor having any claim on the ISSM.

d. The Contract or part thereof, may only be cancelled by the Exhibitor with prior written approval by ISSM. Unless the Application Form specifies otherwise, any advance payment made for the Stand Space shall be forfeited by the Exhibitor in case of cancellation.

e. In case of cancellation of the Exhibition and/or the Contract by the ISSM due to circumstances or events beyond ISSM's control (force majeure), the ISSM shall refund the sums paid by the Exhibitor, after deduction of fees and costs incurred for and in connection with the Exhibition. Such expenses may be apportioned, in full or in part, among the participants proportionately on the basis of the Stand Space and/or Booth applied for or allocated to them.

f. Whenever the Exhibitor fails to meet his/its obligations under the Contract, the ISSM has the right, without prior notice or prior proof of default, to immediately terminate the Contract without liability for any damages, direct or indirect, incurred by the Exhibitor as a result of such termination. With the exception of the events described in Article 2.g shall, in the event of such termination, all sums paid by the Exhibitor under the Contract be forfeited. Without limitation to the aforementioned, the Exhibitor shall be deemed to fail to meet his/its obligations under the Contract whenever the Exhibitor is declared bankrupt, a Receiver is appointed or the Exhibitor otherwise ceases his/its activities.

g. In case the Exhibitor, due to circumstances or events beyond the Exhibitor's control (force majeure), fails to meet his/its obligations under the Contract, the ISSM shall refund the sums paid by the Exhibitor, after deduction of fees and costs incurred for and in connection with the Exhibition. The Exhibitor has to submit prove of evidence to the ISSM of such event.



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2.2 Rent and Payment

- a. The rent of the Stand Space and, where applicable, the Standard Booth, as specified by the ISSM, is to be increased with applicable (State) Taxes. The ISSM is entitled to demand an advance payment from the Exhibitor. The Exhibitor shall pay these advance payments in a timely manner, as instructed by the ISSM.
- b. The Exhibitor shall pay the total cost of the rent of the Stand Space allocated as per the ISSM's instructions.
- c. Whenever the Exhibitor fails to meet his/its obligation to pay in a timely manner, the amount due will increase on the basis of an interest rate of 1.5 % per month.

2.3 Stand Space and Booth

- a. The Exhibitor shall keep his/its Exhibition Space open, clean and in good order throughout the Exhibition.
- b. Subletting or sub-using (part of) the Stand Space and/or Booth by the Exhibitor without prior written approval from the ISSM is not permitted.
- c. Exhibit booths must be manned at all times while the exhibit hall is open.
- d. Demonstrations on the Stand Space and/or in the Booth will be permitted only after prior written approval by the ISSM.
- e. The Exhibitor shall arrange for and procure all necessary licenses, approvals and other documents required for the construction of and in connection with the Exhibitor's.
- f. Demonstrations on the Stand Space and/or in the Booth will be permitted only after prior written approval by the ISSM.
- g. The Exhibitor shall arrange for and procure all necessary licenses, approvals and other documents required for the construction of and in connection with the Exhibitor's occupation and use of Stand Space and/or the Booth during the Exhibition, to the satisfaction of, and in a timely manner as indicated by the ISSM.
- h. The Stand Space's and/or Booth's technical installations must be approved by the ISSM or persons duly authorized by the ISSM. The technical installations, provided by or through the ISSM, or by or through the Technical Organizer, shall be operated only by personnel, appointed or approved by the ISSM or the Technical Organizer.
- i. No exhibit, display of products or working demonstrations which involve substances of a dangerous, explosive or any kind of objectionable nature may be brought or held in the Venue without prior written approval from the ISSM.
- j. Fundraisers, auctions, or activities that involve donations other than to ISSM are not permitted.
- k. Interviews, demonstrations, and the distribution of literature or samples must be made within the Exhibitor's Booth.
- l. Any scientific and/or educational presentations are prohibited within the exhibit hall. However, presentations that promote a company's products and services are allowed within the company's Stand Space.
- m. No one under the age of 18 is allowed admission to the exhibit hall at any time.
- n. Exhibiting companies are solely responsible for collecting any information about actions within their exhibit space that constitutes a payment or transfer of value to a Covered Recipient that is required to be reported under the Sunshine Act.

2.4 Distribution of Giveaways, Contests and Food

- a. The ISSM follows the council of Medical Specialty Societies "Code for Interactions with companies" regarding exhibitor giveaways. For full text and document can be viewed at www.cmss.org "Revised Code for Interaction with Companies". All items distributed must be useful at the meeting and/or relate to the professional activities of the Booth visitors. Items must be small in size and made available to all participants regardless of registration type or demographics as long as the supplies last. The items should be of minimal value.
- b. Exhibiting companies distributing giveaways are required to submit a request for approval of giveaway to ISSM.
- c. Unapproved items may not be distributed. Any exhibiting company found distributing materials that have not been officially approved will be asked to cease distribution immediately and will be penalized.
- d. Information cards to be filled out by participants in order to obtain a giveaway item are allowed if the participants are willing to provide their personal information; however, participants who do not wish to fill out the card must still be allowed to receive the give-away item.
- e. The serving of food and/or beverages in exhibit booths must be notified to ISSM in writing.

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- f. It is not allowed to serve alcoholic beverages on the exhibition floor.
- g. After the Agreement has been entered into, a manual containing further information concerning the Exhibition, together with order forms for booth services and additional fittings regarding the construction, installation and decoration of the Stand Space and/or Booth (e.g. connections, electrical installation and electrics, water, furniture, AV, food and beverage, etc.) and activities to be held at the Stand Space and/or Booth shall be provided by the Office to the Exhibitor. These services and additional fittings will be invoiced by or on behalf of the Venue. The Exhibitor must order the services and additional fittings and pay the related invoices in a timely manner, as instructed by the ISSM Office.
- h. All materials used in the exhibit hall must be flameproof and fire resistant in order to conform to the local fire ordinances.
- i. The Exhibitor showcasing pharmaceutical (or pharma dependent) products is advised to consult the advice of the Codes of Practice for the Promotion of Medicines presented by The Pharmaceutical Research and Manufacturers of America (PhRMA) body. In all cases, the Exhibitor is responsible for ensuring that their promotion during the Meeting is legally and ethically acceptable.

2.5 Sponsors in Exhibition Area

- a. All sponsors are clearly identified with their company product name and/or logo.
- b. Representatives of sponsors are clearly identified on their name badge, with their company name. The Exhibitors badge is different from the participants' badge.
- c. Exhibitors will be allowed badges based on their exhibit level. There will be an additional charge for each additional badge over and above those included in their exhibit level.
- d. No trading of badges with other representatives or attendees is allowed. Each representative must wear the official Exhibitor Badge at all times while attending the meeting functions.
- e. Commercial advertising during the meeting is restricted to the Exhibition area. All distributed promotional material must be approved by ISSM.

2.6 Noise

- a. Electrical or other mechanical apparatus must be muffled so that the noise generated does not interfere with other Exhibitors. In addition, speaker and microphone volume must be kept at a reasonable level at all times so as not to disrupt neighboring exhibits.

2.7 Construction, Decoration and Dismantling

- a. Unless the Application Form specifies otherwise (and provides for ordering a Standard Booth and additional service, fitting and installation) the ISSM supplies Stand Spaces with a table with a chair and a trash can. Any additional service, fitting installation and/or Booth shall be provided by the Venue to the Exhibitor, after application as specified hereunder.
- b. The installation, operation and dismantling of the Stand Spaces and/or Booths and the display of products or exhibits is to take place in consultation with the ISSM. The ISSM or persons duly authorized by the ISSM are authorized to give instructions and directives and to make regulations.
- c. After the Contract has been established, a manual containing further technical information concerning the Exhibition, together with order forms for Booths, services and additional fittings regarding the construction, installation and decoration of the Stand Space and/or Booth (e.g. electrical installation and electrics, water, drainage, space heating, gas etc.) and activities to be held at the Stand Space and/or Booth shall be provided by the Venue to the Exhibitor. These services and additional fittings will be invoiced by or on behalf of the Venue. The Exhibitor must order the services and additional fittings and pay the related invoices in a timely manner, as instructed by the Venue.
- d. The ISSM and/or the Venue shall inform the Exhibitor in writing of the date and time on which the Stand Space shall be available for installation and decoration, the date and time the Stand Space must be completed as well as the date and time the dismantling of the Stand Space may commence and is to be completed. Except for the date and times indicated by the ISSM, no construction and installation work and the carrying in of goods is allowed. These dates and times may be changed by the ISSM.
- e. Should the Exhibitor for any reason fail to remove all his/ its property or otherwise fail to vacate the Stand Space by the date and time specified by the ISSM, the Exhibitor shall be fully responsible for any penalties imposed on the ISSM or any other losses or costs incurred by the ISSM as a result thereof. Without prejudice to any other right or remedy of the ISSM, the ISSM may remove any property of the Exhibitor from the Stand Space after said time at the Exhibitor's expense, without any liability for loss or damage to such property.
- f. Plans with respect to any construction, decoration and further fittings, which are not to be provided by or via the Venue, and an outline of the Exhibitor's projected activities are to be submitted for approval to the ISSM, in a timely manner as indicated by the ISSM. The ISSM may make all necessary amendments to the Exhibitor's planned construction, decoration and activities. No construction can take place, decorations be made or activities undertaken without the prior written approval by the ISSM. The Exhibitor shall not change the construction, decoration, and activities from the approved plan without prior written approval by the ISSM. The Exhibitor is responsible and liable for all extra costs associated with the Exhibitor's proposed plans.

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3 SPONSORSHIP

3.1 General

The WMSM will be organized in conformity with UE-ACCME standards and policies.

- a. The Sponsor will respect the scientific program of the ISSM Annual Meeting (WMSM) completely and the Sponsor will fully endorse all Terms and Conditions, which form an integral part of the Sponsorship Agreement between ISSM and the Sponsor.
- b. The Sponsor agrees to support the meeting by making a financial contribution for the Sponsor Item(s) as set out in the Confirmation.
- c. The rights and obligations of ISSM and/or the Sponsor under the Sponsorship Agreement may not be assigned, transferred or delegated by the Sponsor to third parties. However, the Sponsor may assign its rights and obligations under the Sponsorship Agreement to (i) any of its affiliates, (ii) its successor (including the survivor company of any consolidation or merger) or (iii) its assignee of all or substantially all of its business (jointly "the New Sponsor"), under the condition that ISSM has provided its written consent prior to such an assignment. Permission of ISSM for such an assignment must be requested by the Sponsor in writing. In case ISSM has agreed to such an assignment and the New Sponsor does not fulfill its obligations under the Sponsorship Agreement, the Confirmation and/or these Terms and Conditions, the Sponsor and the New Sponsor shall be jointly and severally liable for the damage resulting there from.
- d. Any notice required under the Sponsorship Agreement shall be given in writing by means of a letter or fax directed in respect of ISSM to its Office and in respect of the Sponsor to the contact details provided by the Sponsor in the Application Form. Failure to exercise any right of ISSM shall in no event be deemed to constitute a waiver of such right. No amendment, modification, or supplement of any provision of the Sponsorship Agreement shall be valid or effective unless made in writing and signed by duly authorized representatives of each party.
- e. Registration to the ISSM Annual Meeting (WMSM) as a delegate, exhibitor, or satellite organizer is a requirement for admission to the meeting area.

3.2 Cancellation Conditions

- a. The cancellation conditions set out in this article apply to all Sponsor Items.
- b. Notification of the Sponsor to cancel one or more Sponsor Item(s) must be submitted to the ISSM Office in writing (ISSM Executive Office, 14305 Southcross Dr., Suite 100, Burnsville MN 55306, USA).
- c. The effective date of cancellation of a Sponsor Item will be the date on which the Office receives the written notice from the Sponsor.
- d. In case of cancellation of one or more Sponsor Item(s): Platinum and Gold Sponsors: before April 1, 2025, a 50% refund, less a \$250 administrative fee will be granted. No refunds will be granted on/after April 1, 2025. Other Sponsors & Exhibitors: before June 1, 2025, a 50% refund, less a \$250 administrative fee will be granted. No refunds will be granted on/after June 1, 2025.
- e. ISSM may at its own discretion decide to release the Sponsor from its obligation to pay the cancellation fee as referred to in article 3.2-(d) if after the cancellation by the Sponsor, ISSM has entered into a Sponsorship Agreement with a third party for all of the Sponsor Items which have been cancelled by the Sponsor. Under no circumstances is ISSM obliged to find such a third party.
- f. Should the Meeting not be held or cancelled due to reasons within the sphere of ISSM, ISSM will either - at its own discretion - offer participation in a new event within one year from the date cancelled at no extra costs, or refund the Sponsor Fee.
- g. Should the Meeting not be held or cancelled due to reasons of force majeure, ISSM will repay any unspent portion of the amount paid by the Sponsor for the Sponsor Item(s) or, in case such unspent amount cannot be defined, an amount proportionate to the amount paid by the Sponsor for the Sponsor Item(s) in accordance with the calculations of ISSM.

3.3 Promotion and Publicity

- a. Advertisements are published in the final program book provided their content is approved by ISSM.
- b. ISSM's approval is necessary prior to inclusion of printed commercial advertisements in printed material.
- c. Advertisements may only be used to promote a company in general, product(s) or services. A booth number or satellite symposium timeslot may be mentioned.
- d. ISSM must review and approve all promotional materials produced in conjunction with the satellite symposium, including invitations, announcements, inserts and signs.
- e. No marketing pieces, invitations, communications of any kind may use ISSM or meeting logo. The name of the ISSM and the ISSM Annual Meeting may be mentioned one time in each communication for identification purposes, in a reasonably- sized, neutral font. Neither ISSM nor the ISSM Annual Meeting (WMSM) may be part of the title or heading, be prominently featured or listed first in printed materials.

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f. Allow at least five business days for ISSM to review the requests. The deadline to submit promotional materials for ISSM to approve is August 1, 2025.

g. No free or paid publicity of any kind or in any form is allowed for non-exhibiting companies.

h. The Exhibitor is not allowed to place exhibited goods and/ or advertising material outside the Stand Space, to hold inquiries among the visitors and participants in and around the meeting venue, to distribute advertising material outside the Stand Space and around the meeting venue, to make any announcements regarding the Exhibition on radio and/or television nor make recordings for commercial purposes without prior written approval from ISSM.

i. The Exhibitor shall allow ISSM or persons or legal entities duly authorized by ISSM, to publish a catalogue, compiled on the basis of information to be furnished by the Exhibitor. Exhibitor shall duly submit the required information to ISSM as specified by ISSM. ISSM accepts no responsibility or liability for any errors and/or omissions in the catalogue.

j. Advertising must be related to the field of Sexual Medicine as is approved by ISSM on the basis of its scientific objectivity and accuracy of information presented.

k. The Exhibitor showcasing pharmaceutical (or pharma- dependent) products is advised to consult the advice of the Codes of Practice for the Promotion of Medicines presented by the Pharmaceutical Research and Manufacturers of America (PhRMA) bodies. In all cases, the Exhibitor is responsible for ensuring that their promotion during the Meeting is legally and ethically acceptable.

3.4 Education and Scientific Sessions

a. No commercial advertising is permitted during any of the education or scientific sessions in or near the meeting rooms.

b. Speakers must use the generic drug names only.

c. All speakers and chairs must disclose their relevant financial relationships with commercial interests. In addition one is obliged to show any disclosure to participants on the first slide of each presentation for the duration of at least 10 (ten) seconds.

d. ISSM does not permit commercial advertisers or other third- party sponsors to make changes to content, or to introduce biased content in any of its educational or scientific sessions.

e. Commercial Exhibitors have no influence on the content or presentation of scientific and education programs of the ISSM.¹

f. The organization of education or scientific events outside the satellite program of the ISSM Annual Meeting (WMSM) is not accepted.

3.5 Other Events Sponsored by the Industry

a. Requests may be made to ISSM for the purpose of organizing other events for meeting guests/participants during the meeting other than those described in the Prospectus, including but not limited to social events or side Meetings ("Event").

b. The Office must receive a full outline of the Event before August 1, 2025. Allow at least five working days for ISSM to review the Event.

c. The Event cannot take place during the official program of the ISSM.

d. Unapproved Events are not allowed to take place. If it does take place, the sponsoring company (companies) will be penalized, notwithstanding all other rights of ISSM.

4 SATELLITE SYMPOSIA

4.1 General

a. Satellite symposium Organizers have to submit their preliminary program to the ISSM Office who will present it to the Scientific Program Committee for approval. The latter reserves the right to adjust the program and/ or speakers if necessary (The deadline for submission of the program (titles + speakers) is May 1, 2025).

b. Applications for an ISSM Meeting Symposia will be accepted on a first come, first served basis; however first priority assignments will be given to companies who sponsored a symposium at the previous ISSM Meeting

c. Satellite symposia are clearly indicated as such and are held before the start of the scientific program. Organizers can ONLY advertise in and near their satellite symposium with posters, leaflets and marketing items such as pens and notepads.

d. The schedule of satellite symposia must not conflict with the scientific or education program of the Meeting.

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- e. Registration to the ISSM as a delegate or exhibitor is required for admission to satellite symposia.
- f. ISSM does not provide credit for satellite activities.

4.2 Room Set-up and Assignments

- a. All satellite symposium rooms will be set theater style no exceptions. This will ensure the maximum potential attendance for the event.
- b. Satellite symposium lectures must be kept contained within the assigned symposium room.
- c. Videotaping the satellite activities within the assigned meeting room is permitted; however videotaping outside of the designated area is strictly prohibited.
- d. All food functions must occur within the assigned symposium time frame.

4.3 Printed Matter

- a. ISSM must review and approve all promotional materials produced in conjunction with the satellite symposium, including invitations, announcements, inserts and signs.
- b. Promotion of other activities is not allowed.
- c. No marketing pieces, invitations, communications of any kind may use the ISSM or ISSM logo. The name of the ISSM Annual Meeting (WMSM) may be mentioned one time in each communication for identification purposes, in a reasonably sized, neutral font. The ISSM Annual Meeting (WMSM) be part of the title or heading, be prominently featured or listed first in printed materials.
- d. All symposia material must contain the following statement: "This event is neither sponsored by nor endorsed by ISSM."
- e. Allow at least five business days for ISSM to review the requests.
- f. Signs, invitations and other communication must clearly mention "Satellite Symposium" and the name of the company (companies) supporting the Satellite Symposium or organizing organization.
- g. Advertisements can include brief information about your satellite symposium or booth but may only be used to promote your company in general, product(s) or services. ISSM is responsible for the approval of all advertisements. The Office will send technical details after receipt of the Application Form.
- h. Satellite activities are allowed one (1) promotional sign (produced by the sponsor of the event) outside the room in which the event will take place. The sign should be put in place immediately prior to the event and must be removed immediately following the event
- i. Exhibit booth representatives may distribute invitations and other promotional material for the event at their booth. Canvassing outside of a sponsor's exhibit booth is strictly prohibited.

5 LIABILITY, INDEMNITY AND INSURANCE

5.1 General

- a. Neither ISSM, SLAMS, nor any of its members, officers, agents or employees shall be held liable for, and are released from liability for, any damage, loss, harm or injury to the person or property of the Exhibitor or any of its officers, agents, employees or other representatives or injury to any person(s) connected thereto, irrespective of how these expenses, losses, damages, harm or injury may have occurred, except such as may arise from the ISSM's willful misconduct or gross negligence.
- b. The ISSM and/or any of the co-organizing entities are not responsible or liable for the correct operation of any or part of the technical installations at the exhibition, and cannot be held liable for damages of any kind incurred by the Exhibitor, caused by insufficient or incorrect operation of these technical installations or parts thereof, except such as may arise from the ISSM's willful misconduct or gross negligence.
- c. The Exhibitor accepts full responsibility and liability for the repair of any damages directly or indirectly caused by the Exhibitor to the property of the Venue or third parties.
- d. The Exhibitor and their agents agree to protect, indemnify, defend and hold harmless and undertakes to indemnify the ISSM in respect of, but not limited to, all claims, actions, proceedings, costs, expenses, damages or liabilities, including bodily injury, harm or death, arising from

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or in connection with the construction, decoration, operation, activity or dismantling by the Exhibitor of the Stand Space and/or Booth during the Exhibition.

e. The Exhibitor accepts full responsibility and liability for all costs for legal procedures, legal and other expert aid, incurred by the ISSM as a result of the Exhibitor not complying with the Contract.

f. The Exhibitor and their contractors shall adequately insure all his/its property, personnel and contractors. All exhibitors and their contractors must have insurance to protect themselves against bodily injury and property damage claims arising from the Exhibitors participation in this Meeting.

g. Exhibitors and their agents agree to protect, indemnify, defend and hold harmless the Venue and the ISSM, their employees and agents against all claims, liability, injuries and damages to persons or property, governmental charges or fines and attorney's fees arising out of fines and attorney's fees arising out of or caused by negligence or wrongful acts of the exhibitor or his agents, servants or employees. Exhibitor acknowledges responsibility for obtaining adequate insurance coverage against property loss or damage and against liability for personal injury.

h. In case of cancellation of the Exhibition and/or the Contract by the ISSM due to circumstances or events beyond ISSM's control (force majeure), the ISSM shall refund the sums paid by the Exhibitor, after deduction of fees and costs incurred for and in connection with the Exhibition.

Such expenses may be apportioned, in full or in part, among the participants proportionately on the basis of the Stand Space and/ or Booth applied for or allocated to them.

6 PUBLICITY

6.1 General

a. No free or paid publicity of any kind or in any form is allowed for non-exhibiting firms. The Exhibitor is not allowed to place exhibited goods and/or advertising material outside the Stand Space, to hold inquiries among the visitors and participants in and around the Venue, to distribute advertising material outside the Stand Space and around the Venue, to make any announcements regarding the Exhibition on radio and/or television nor make recordings for commercial purposes without prior written approval from the ISSM.

b. The Exhibitor shall allow ISSM or persons or legal entities duly authorized by ISSM, to publish a catalogue, compiled on the basis of information to be furnished by the Exhibitor. Exhibitor shall submit the required information to the ISSM in a duly manner, as specified by the ISSM. The ISSM accepts no responsibility or liability for any errors and/or omissions in the catalogue.

7 MISCELLANEOUS

7.1 General

a. Catering activities and catering related activities on the Stand Space are only permitted after prior written approval by the ISSM. No prior approval is required for keeping drinks and foodstuffs on the Stand Space that have been obtained from the catering department of the Venue.

b. The Exhibitor is not allowed to have goods at the Stand Space or Booth which cause a nuisance owing to their offensive smell or in any other way cause a nuisance, to set in action any device producing objectionable noise or light effects, and/or keep them available.

c. In case of a disturbance of the peace at the Exhibition, caused directly or indirectly by the Exhibitor, the ISSM is authorized to close down the Stand Space and remove all persons and/or products the ISSM deems necessary in order to restore the order. In the event of such an occurrence, the ISSM is authorized to terminate the Agreement forth- with, without the Exhibitor having any right of restitution of the paid sums. The Exhibitor shall be fully responsible and liable for all costs resulting from the disturbance and the measures taken in connection therewith. The terms and conditions of the Venue are supplementary to these Terms and Conditions. In case of conflict these Terms and Conditions prevail, unless the ISSM specifies otherwise.

d. If an Exhibitor has failed to meet his obligations towards the ISSM under the Agreement, the ISSM may: keep possession of the goods of the Exhibitor, present in the Venue, or have them stored at the expense and risk of the Exhibitor in order to promote that obligations under the Agreement will be met, without any previous intervention of a Court; place the collection of the amounts due by the Exhibitor in the hands of a third party and charge to the Exhibitor all costs both in and out of court attendant upon the collection of the amounts due, whether or not increased with the legal rate of interest applicable, as from the date the amounts are due.



26th World Meeting on Sexual Medicine

Invitation to Corporate Sponsors and Exhibitors

8 FINAL CLAUSES

8.1 General

- a. ISSM is entitled to rule upon all matters not provided for in these Terms and Conditions and to make any necessary amendments or additions hereto, which shall thereupon become binding to the Exhibitor.
- b. The rules of organizing an exhibition at the J N Tata Auditorium stated in General regulations of the J N Tata Auditorium are inextricably linked in these Terms and Conditions. In case of conflict these Terms and Conditions prevail, unless the ISSM specifies otherwise.
- c. In the event of a dispute between the parties in connection with this Agreement, the parties agree that the matter shall be subject to the exclusive jurisdiction of the courts of Illinois, USA.
- d. The prevailing party shall be entitled to reasonable attorney's fees, costs and disbursements in addition to other relief to which it may be entitled, provided that, if the prevailing party fails to recover the entire amount claimed, recovery of costs and fees shall be limited to the amount which bears the same relationship to the total costs and fees incurred by the prevailing party as the amount recovered bears to the amount claimed.
- e. These Terms and Conditions apply to, and are inextricably linked by reference therein, all agreements pursuant to and in connection with the Agreement between the ISSM and the Exhibitor.
- f. No other terms and conditions shall apply, unless such terms and conditions have been accepted by the ISSM. Such acceptance shall be made in writing only.
- g. FDA Regulations, Any medical device or pharmaceutical or other type of medical product exhibited must comply with all applicable FDA regulations for presentation to U.S. attendees. Any medical device, pharmaceutical or other type of medical product still under clinical investigation that is graphically depicted on a commercial exhibit must:
- Be prominently labeled as still being under clinical investigation.
 - Contain only objective statements about the product. Contain no claims on safety, effectiveness or reliability.
 - Contain no comparative claims to other marketed products.
 - Exist solely for the purpose of obtaining investigators.
 - Be accompanied by directions for becoming an investigator and a list of investigator responsibilities.
 - Contain the statement: "Caution – Investigational Products- limited to investigators' investigational use" or a similar statement of prominent size and placement.
- h. Furthermore, if the product is not licensed or approved by the FDA for use in urological procedures, that fact must be properly disclosed following FDA guidelines.
- i. Additional information regarding FDA regulations may be obtained directly from the FDA (www.fda.gov). Additional constraints may apply. It is important that exhibitors comply with and remain updated on FDA guidelines for exhibit and promotions to U.S. physicians and health care professionals.
- j. Each exhibiting company is responsible for compliance with the Americans with Disabilities Act (ADA) Compliance in their exhibit. The International Association of exhibitions and Events (IAEE) publish a guide with instructions for ADA compliant booths. Contact the IAEE for more information at +1 972-458-8002 or www.iaee.com/pdf/ada

September 11-14, 2025, Palm Jumeirah, Dubai

