

## EUROPEAN ACADEMY OF DERMATOLOGY AND VENEREOLOGY GENERAL TERMS AND CONDITIONS INDUSTRY ACTIVITIES

### 1. APPLICATION AND ACCEPTANCE

#### 1.1 Application

The application for Industry activities (exhibitions, satellite symposia, expert meetings, advertising, sponsored items, etc.) at any of the EADV Events is valid only if the application is done through the online platform or filed to EADV in writing in case of special agreement. The online order form must be filled in truthfully and diligently and is legally binding.

#### 1.2 Binding Character

The online order form is an offer legally binding the Applicant. The signature and/or submission of the Applicant of the Order form certifies among other the knowledge and acceptance by the Applicant of the present General Terms and Conditions. The Applicant ensures that all persons in its employ or somehow under its control at the venue are thoroughly instructed on and abide all relevant portions of the present General Terms and Conditions.

#### 1.3 Acceptance

EADV is not obliged to accept any order forms of any Applicants. EADV accepts order forms only through EADV's written confirmations under the specific terms stated therein in writing. The contract between EADV and the Applicant is effective after the Applicant has been silent for the ten days following the date of EADV's written confirmation. Exceptional or additional contractual provisions bind the parties only if specifically agreed upon in writing.

#### 1.4 Contract Components

Mandatory contract components are :

- a) the written confirmation from EADV ,
- b) the exceptional or additional contractual provisions in writing, if any, and
- c) the present General Terms and Conditions.

In case of discrepancies, above a) has priority over above b) and c), while above b) has priority over above c).

Said components contain all of the covenants by and between the Parties with regard to their object. They shall replace any prior oral or written agreement between the Parties with regard to their object. The contract between the parties may be validly amended only in writing.

### 2. RIGHT OF REFUSAL

EADV reserves the right to refuse at any time any Industry activities to single Applicants among other for reasons of practicality or compliance with the relevant laws and regulations. EADV may limit participation to certain representative groups deemed imperative to the achievement of the intended purpose of the event. EADV reserves the right to refuse single exhibits or activities, in particular if not adequately related to the objective and purpose of the event. In particular EADV reserves the right to refuse presentation material and / or methods found to be unsuitable or undesirable to the event or to be harmful, disturbing or intolerable to the visitors of the event, even after admittance, at the responsibility and cost of the Applicant or presenting agency, and may, if warranted, order the removal or temporary storage of unauthorized exhibits or materials. In the aforementioned eventualities, the affected parties forgo all rights to any claims against EADV.

### 3. PAYMENTS

#### 3.1 Sole Debtor

The Applicant is the sole debtor of all payments and as such the sole responsible for timely payment to EADV of all agreed amounts for all agreed Industry activities. This also pertains to services provided by third parties which have been advanced by EADV within the contractual framework to the benefit of the Applicant or of the presenting agency. All prices are net and require the addition of the legal VAT, if applicable.

#### 3.2 Due Date and Case of Default

All amounts are due at the date indicated in the invoice of EADV. If no due date is indicated, then any amounts are immediately due. Any and all supplementary services, among other if granted on-site before or at the event, will be invoiced immediately after termination of the event and become immediately due. If the invoice does not indicate any specific due date, then the debtor is in default once the date indicated in the invoice has passed without performance of full payment. EADV may remind the debtor, but the reminder is of no relevance for the default. In case of default, a penalty interest p.a. of Euribor rate 3 months plus 5 % is due and payable.

#### 3.3 Set-off

The Applicant may not set-off of claims of the Applicant against claims of EADV.

### 4. ALLOCATION

EADV allocates any Industry activities primarily considering the effective availability and the date of receipt by EADV of the order form of the Applicant. Special requests of the Applicant will be paid due attention in the context of the above criteria, but may not bind EADV.

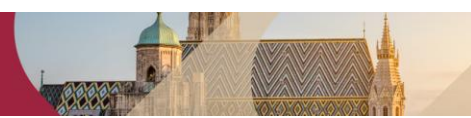
### 5. CHANGES

#### 5.1 Right to Change of EADV

EADV reserves the right to change at any time any Industry activities, including the physical space, on short notice even after initial confirmation, if such physical space or Industry activity contravenes laws and regulations, which are considered to be in full force and effect in the country where the EADV Event takes place, or if necessary or somehow adequate to the benefit of the event. Neither restitutions nor claims of any kind shall apply.

#### 5.2 Right to Request for Changes of the Applicant

Changes, in particular last-minute requests not explicitly accepted by EADV through its written confirmation or through exception or additional contractual provisions in writing always require the previous written consent of EADV. It is the responsibility of the Applicant to notify EADV well in advance of any such changes. The notification shall include a description of the extent of possible additional work required. The necessary permits to effect such changes must be secured in any case.



### 5.3 Exchange, Subletting and Sharing

Exchange, subletting and sharing of any Industry activities are not allowed. In particular, all responsible personnel representing an Applicant at one booth must be employed or engaged by the same, single Applicant. Booth sharing can only take place after approval by EADV. Without approval, EADV reserve the right to refuse the activity or exhibition. Neither restitutions nor claims of any kind shall apply.

## 6. LIMITS

### 6.1 General Principle

Any Industry activities are allowed only within the framework of the relevant laws and regulations which are to be considered to be in full force and effect in the country where the EADV Event takes place. Any Industry Activities are allowed only within the relevant legal framework. It is the Applicant's duty to determine without any involvement of EADV such legal framework and to fully comply. EADV has no obligation to monitor the compliance of any Industry activities with the applicable legal framework, but reserves the right to intervene or let intervene in case of non-compliance or even of suspected non-compliance.

### 6.2 House Rights

The exclusive House Rights are held by the Owner of the facility. The Owner is authorized to exercise control over the display areas and presentation methods as well as the enforcement of security measures and the adherence to rules and regulations, in the best interest of a successful event. Submission of a signed application commits the Applicant and/or presenting agencies to adherence of any referenced rules and regulations governing the event, as well as to the strict adherence to all security measures and government regulations and technical safety standards in force at the event.

### 6.3 Specific Instructions

Pets or animals are not permitted at the venue. The Applicant is responsible of the staffing and must insure the cleanliness of the rented display area during opening hours. The Applicant is further responsible to assure adequate staffing of the presentation locations during the set-up and dismantling phases and to vacate these timely and in clean conditions. Only 100% soluble adhesives may be used to secure temporary flooring / carpeting to pillars, walls and ledges. The attachment of advertising materials, posters and any kind of directional signs, as well as gluing, painting, and wallpapering of building parts, ceilings, walls, pillars, floors or other integral parts of the display area are strictly forbidden. Built-ins and/or changes to existing conditions, furnishings or inventory require the previous consent in writing of EADV. Any costs arising from such changes and the reversing of same after the event are the responsibility of the Applicant. Reconstruction and renovation works of any kind may only be initiated on order of EADV and its subagents. Fire alarms, sprinkler systems, hydrants, electrical distributors, telephone jacks and hook-ups, emergency lightings, entrances and emergency exits must be left unobstructed and accessible at any time. They may neither be removed nor be obstructed, covered up or taken down. The use of open fire and light, i.e. kerosene, heating oil, natural gas etc. for cooking, heating and fueling purposes, the use of heating rods, as well as the hook up of portable heaters and cooking units which are not equipped with thermal overheating protection is strictly forbidden. The use of bottled gas usually warrants a special permit. It is the Applicant's own responsibility to gather all respective approvals. Any procedures deemed

potentially dangerous require scrutiny and permission by the applicable agency and must be applied for in advance through the responsible rental agency for the exhibit location. The usage of laser equipment requires previous permission and following coordination of EADV. Additionally, a permit of the responsible authority and a site inspection by a licensed inspector must be secured at the Applicant's own costs. Demonstrations on and treatments of patients are forbidden. Technical inventory and supplies at the venue may only be operated by authorized and qualified personnel.

### 6.4 Booths in Particular

The respective minimum and maximum standards for booth construction are known to and accepted by the Applicant. Among others, booth construction must always be self-supporting and may not be attached to walls, pillars or floors. The Applicant has to file plans and layouts which need to comply to said standards and require approval. Booths must be realized within the accepted plans and layouts. Only minimal deviations from the originally submitted and accepted plans and layouts are permissible, whereby prior consultation with and prior written consent by EADV are mandatory.

### 6.5 Industry Sessions in Particular

EADV refuses to be involved in elaborating any program or content or in choosing any speakers, and the Applicant remains solely responsible for the Industry Session in each and every respect, including program, detailed content and speakers. In particular, the Applicant is solely responsible for keeping any of its industry sessions activities compliant with all relevant laws and regulations. Nevertheless, program, detailed content and speakers are reviewed by EADV, and EADV reserves the right to refuse programs contravening any laws or if somehow inadequate to the event.

### 6.6 Advertising in Particular

The Applicant is solely responsible for keeping any of its advertising activities compliant with all relevant laws and regulations. It is strictly forbidden to advertise at any of the EADV Events pharmaceutical products not officially admitted into the market where such EADV Events are held. It is also forbidden to advertise any product requiring a prescription to the participants Non-Healthcare Professionals. When the Applicant is providing informational materials to be sent by EADV to registered attendees (for example e-mail blasts and social media) for an event, the Applicants are also required to clearly indicate in their communication to EADV as to whether materials provided are intended for Healthcare Professionals or Non-Healthcare Professionals. Applicants are allowed to advertise only within the boundaries of the space allocated to them. Unsuitable solicitation or advertisement not conform to the framework of the event must be avoided. Company brands or logos in neon lights or flashing lights are only acceptable with the prior written consent by EADV. Optical, moveable and sound advertising materials are only tolerated if they do not constitute any aggravation to visitors, exhibitors and/or presenting agencies alike. Movie (celluloid film) presentations according to regulation are forbidden. EADV is authorized to confiscate, prevent or remove any advertising means or materials which are in violation to the aforementioned stipulations, without the aid of legal instruments, prior warning and no responsibility for eventual damages. Any resulting cost becomes the responsibility of the exhibitor and/or presenting agency.

### 6.7 Photo and Video disclaimer

The Applicant acknowledges and accepts that any EADV Meetings are usually documented in their entirety



or even only in part by EADV appointed official photographer(s) so that photos and/or videos where the Applicant or the Applicants exhibition stand appears may be published (also for promoting the EADV and any of its activities) in traditional and/or digital media.

### 6.8 Recordings in Particular

Video and/or sound recordings of the display area, portions thereof or presentations are only permitted during regular operating hours of the event with prior approval from EADV. Anyone recording the event or portions thereof must ensure under own, direct and full responsibility and liability that none of the recordings will represent a hazard to visitors and that notice is provided to the subjects being filmed or photographed. Furthermore, the express consent of any Applicants involved is necessary. Finally, any recordings may not refer to the EADV, its name, its logo or its trademarks, if any.

### 6.9 Streaming of live events or recordings

When the Applicant's session/s (live or recorded) is to be streamed by EADV, the Applicant is required to clearly indicate in their communication to EADV as to whether each session is intended for Healthcare Professionals or Non-Healthcare Professionals and for which markets/countries each of the sessions is intended/suited/approved for.

The Applicant is also required to include a disclaimer in any video and/or audio material they produce (which EADV is to broadcast and/or stream) mentioning for which markets/countries is the content approved/intended for, and in that way warning the viewers to that effect.

### 6.10 Sales in Particular

Sales activities on the EADV Event site of any kind are possible only if the Applicant assures full compliance with any relevant laws and regulations and in addition assumes full responsibility discharging and holding harmless EADV from any damages, costs, expenses and more in general consequences of any violation of any relevant laws and regulations. In case any laws or regulations are violated, EADV reserves the right to take all necessary or adequate countermeasures at the EADV's own discretion, including shutting down any Industry activities.

### 6.11 Alcohol policy

The EADV policy is that during the congress hours and at all times whilst on the congress premises, participants must be free from the influence of alcohol. Therefore no participant, exhibitor, sponsor or any other shall:

- be in possession of alcohol on the EADV Event premises,
- supply others with alcohol.

Alcohol may only be served and consumed during the below listed events:

- Fostering Networking Event,
- Networking Symposium.

### 6.12 Lotteries in Particular

Lotteries can be organized only upon approval of the EADV. Money, prescription drugs and alcohol cannot be a lottery prize.

## 7. SECURITY

Failing a specific commitment in writing of EADV towards the Applicant, EADV does not grant the security of the venue or of portions thereof, including the

exhibition and conference rooms. The undertaking and efficacy of any security measures, among other concerning the surveillance of individual booths and/or exponents, depend therefore solely on the Applicant. A specific fire protection watch will be furnished only if requested by local provisions.

## 8. SERVICES OTHER THAN INDUSTRY ACTIVITIES

EADV shall provide the Applicant with any services other than Industry activities agreed upon through the written confirmation or through the exceptional or additional contractual provisions in writing.

EADV selects specific, usually on site providers for such services. It is the Applicant's duty to instruct and control such providers. EADV refuses liability for any of such services effectively provided or somehow expected by the Applicant.

## 9. DISMANTLING PHASE

After the official closing of the scheduled event, the Applicant and/or presenting agency is responsible for the timely dismantling of the display area within the contractually designated time frame. Ongoing presentations or events are to be terminated and any presentation materials and props must be removed from the rooms within the designated period. Rentals are to be returned before the deadline to the respective rental agency. If the dismantling of the display booth or the presentation materials as well as the imported objects by the Applicant and/or presenting agency are not effected on schedule, EADV is then authorized, after giving due notice, to order removal of any such objects at the cost and responsibility of the Applicant and/or presenting agency. Should a presentation run overtime, EADV has the right to close or halt the presentation in order to re-use the facilities and/or bill the presenting agency for the overtime. Exponents and/or presentation materials which remain unclaimed after the event will be removed or stored, which ever pertains to the particular nature of the goods, at the cost of the responsible Applicant. Transportation or storage costs for unclaimed or left behind materials are the responsibility of the Applicant or presenting agency.

## 10. LIABILITY AND INSURANCE COVERAGE OF EADV

EADV and the Applicant shall be answerable to the other party for their faithful and diligent fulfilment of all of their obligations accruing from the Agreement.

**EADV is only liable for direct damages resulting from EADV's own unlawful intent or gross negligence.**

EADV refuses liability for any indirect damages and loss of profits. EADV refuses liability for any damages resulting from reasons beyond its control. EADV refuses liability for loss, theft or damage to exponents or presentation objects and personal belongings imported during the event or damaged during transportation. EADV has an insurance coverage for personal and object damage. Any claims for any damages that are not submitted to EADV immediately after occurring of the damage(s) are not considered, in which case neither EADV nor its insurer will cover or somehow refund.

## 11. DUE CARE AND INSURANCE COVERAGE OF THE APPLICANT

The Applicant shall attend the event with all due care. It shall in particular employ personnel resp. engage



people which are adequately skilled in attending and serving at events like an international EADV Event.

The Applicant shall select, instruct and control all employees and / or engaged people at the event.

Any spaces, infrastructure, tools, devices, materials and similar are to be treated with care by the Applicant (and / or its presenting agency) before, during and after the event. Applicants (and/or presenting agencies) are held liable for all damages to persons or objects, caused by them, their employees and any third parties under temporary engagement, their vehicles or any visitors at the venue.

Display booths and presentation rooms shall be adequately staffed and guarded by the Applicant during the entire event. Any additional or personal objects are to be safeguarded by the Applicant, as they are not covered by the effective EADV insurance policy.

The Applicant is obliged to request, obtain and, if required by EADV, give evidence of full insurance coverage, in particular to safeguard for any eventualities like damage to persons, objects or theft. It is advisable to make use of the specialized services provided at the event for extra night watches for individual booths or exponents.

## 12. CANCELLATION, ANTICIPATION, POSTPONMENT

### 12.1 Cancellation by the applicant

Applicants whose order form has been accepted by EADV cannot be released from the contract and all agreed amounts remain due and payable. Under exceptional circumstances represented in writing by the Applicant to EADV, EADV may at EADV's sole discretion, without being obliged, release the Applicant. In such case, the following cancellation fees apply:

- **25% of the total amount agreed for cancellations received by EADV the latest 26 May 2026 (90 working days before the first day of the event);**
- **50% of the total amount agreed for cancellations received by EADV the latest 9 July 2026 (60 working days before the first day of the event);**
- **100% of the total amount agreed for cancellations received by EADV later than 9 July 2026**

The above scheme applies also in case of cancellation of single Industry activities agreed upon.

### 12.2 Cancellation by EADV

EADV reserves the right to cancel all or even specific Industry activities

- a) if the Applicant is in default according to the contractual terms and conditions;
- b) if the Applicant does not show up or disregards the assembly specifications, if the assembly of the booth or stand does not occur within the contractually agreed timeframe, or if the display booth/stand is not occupied in time, i.e. at least two hours before the official opening of the event;
- c) if infractions against the house rules are noticed and are not remedied in due course after one warning;
- d) if the Applicant and / or its presenting agent is insolvent or bankrupt. The Applicant or presenting agency is obliged to notify EADV without hesitation of any occurrences of such nature. In such cases the admission to the event can be revoked and the Industry activities may be disposed of in a different manner at the EADV's sole discretion.

In such cases, no restitution or reimbursements are due and the Applicant and/or presenting agency are held liable for any damages or losses incurred by EADV or any third parties. As security for eventual claims, EADV can make use of its right to demand a security deposit. EADV

cannot be held liable for damages to retained goods or objects.

### 12.3 Reasons beyond Control

The event may be anticipated or postponed to a different date or cancelled or its time frame changed by EADV as a result of a) any negative circumstances beyond anyone's control or b) extenuating circumstances beyond the control of EADV. In case of anticipation, postponement or change of the time frame of the event, the Applicant remains bound and obliged and has no claim against EADV.

In case of cancellation of the event, 25% of the total agreed amount remain due to EADV and the Applicant has no claim against EADV.

## 13. MISCELLANEOUS

### 13.1 Consequences of Partial Nullity

The nullity of any of the clauses hereof shall not affect the validity of the other clauses. If need be, the Parties shall arrange to replace the offending clause by an equivalent legal provision or, failing that, by a new contractual clause meeting the original intent of the Parties.

### 13.2 Official Languages

The official language of the EADV Event is English.

### 13.3 Right of Change

EADV reserves the right to effect any changes deemed necessary to ensure the overall success of the event.

### 13.4 Fees for Performing Rights, Salary and Social Security for Artists

The Application is solely responsible for payment of any artist salaries, social security and performance fees for all services or presentations hired or ordered and releases EADV from any responsibility against possible claims of third parties.

### 13.5 Non-transferability

Any obligations, debits and/or credits of an Applicant somehow originating from this contract are non-transferable to any third parties.



### 13.6 Applicable law, Venue of competent Jurisdiction

**Any legal relationship between EADV and the Applicant shall be governed solely by Swiss Law.** In the event of any controversies arising from any legal relationship between EADV and the Applicant, inclusive of such issues as validity, nullity, violation or termination of such legal relationship, the parties shall first attempt to reach a settlement. Failing this within one month from the time when the controversy arose, **EADV and the Applicant irrevocably submit for the determination of such disputes to the exclusive jurisdiction of the regular Courts at the seat of EADV (at present: Lugano, Switzerland).**

