



2019 LakePharma Symposium on Next-Generation Therapeutics

Thursday, October 10, 2019 | South San Francisco Conference Center

Vendor Registration

Full Name _____ Organization _____

Mailing Address _____

City _____ State/Province _____ Zip/Postal Code _____

Telephone _____ Fax _____ Email _____

Name on Badge 1 _____ Name on Badge 2 _____

Booth Selection (Booths are rented on a first come, first served basis)

Vendor Level Early Bird \$1,500 Regular \$1,800 (After June 30th)

- Includes
- Breakfast, lunch and two breaks for two
 - One vendor booth space rental (6 ft table)
 - Your company's logo on the symposium agenda and website
 - Three symposium passes (exhibitors)

Payment Method

Enclosed is a check or money order payable to LakePharma drawn on a U.S. Bank in U.S. Currency.

Charge to credit card (check one): Visa MasterCard American Express

Card Holder Name _____ Card Security Code _____

Card Number _____ Exp. Date _____

Please remit payment to:

LakePharma, Inc.
530 Harbor Blvd.
Belmont, CA 94002

CC. Billing Address

Full payment of registration fees must accompany this Registration application. Registration applications will not be considered if not accompanied by full payment. Cancellations received within 30 days of the event are subject to a 100% cancellation fee, a 50% cancellation fee will apply to cancellations received 45 days prior to the symposium.

Signature Required

By signing below I acknowledge that I (a) have all necessary authority to sign this Registration application and Contract on behalf of the organization identified above, and (b) have read, understand, and agree to be bound by this Registration application and Contract, including the terms and conditions set forth on the reverse side ("Agreement"). I further acknowledge that failure to abide by this Agreement may result in the loss of our exhibit privileges without recourse or refund.

Authorized Signature _____ Date _____

Exhibit Space Contract

ACCEPTANCE AND AGREEMENT. Registration applicants who have not participated in a prior LakePharma Symposium may be required to submit a description of the nature of their business and the items intended to be exhibited. LakePharma reserves the right to accept or refuse, in its sole discretion, any application for participation in the Symposium. In the absence of LakePharma acceptance, LakePharma incurs no obligations hereunder.

CANCELLATION. If notification of withdrawal and reason for withdrawal are submitted in writing and received by LakePharma no later than forty-five (45) days prior to the Symposium, Exhibitor will, as liquidated damages, forfeit 50% of the registration fees. If notification of withdrawal and reason for withdrawal are submitted in writing and received by LakePharma within the time frame of thirty (30) days prior to the Symposium, Exhibit will, as liquidated damages, forfeit 100% of the registration fees. In other words, no refunds of any kind will be made for any withdrawal or cancellation within thirty (30) days of the Symposium, even if LakePharma succeeds in reselling the exhibit space to another exhibitor. If Exhibitor is not set up by the designated set-up time prior to the start of the Symposium, Exhibitor shall be deemed to have cancelled and LakePharma reserves the right to re-assign the allocated space to another exhibitor or to make other use of the space in its sole discretion, and no refunds shall be due to the Exhibitor. Any refunds due to the Exhibitor as a result of a withdrawal or cancellation will be made immediately after the Symposium.

QUALITY, CHARACTER, AND CONSTRUCTION OF EXHIBIT. Exhibitor shall construct and maintain its exhibit in conformity with all applicable law, rules and regulations. Exhibitor shall cause its exhibit to display its products or services in a tasteful manner and so as not to disturb other exhibitors, as determined by LakePharma in its sole discretion. Exhibitor shall limit its promotional activities, including demonstrations, advertising, marketing, and distribution of samples and printed materials of any kind, to its own exhibit space. The aisles, passageways and overhead spaces remain strictly under LakePharma's control and no exhibit materials or equipment, are permitted in any of these spaces without LakePharma's express, written permission. LakePharma reserves the right to determine the suitability and appropriateness of all exhibits and the attire and conduct of all Exhibitor personnel and to reject, request changes to or remove any exhibit that LakePharma, in its sole discretion, believes is objectionable or inappropriate or promotes services or products that are inconsistent with the purpose of the Symposium or to request the removal of any Exhibitor personnel. Except for parent corporations, their wholly-owned subsidiaries or affiliates subject to LakePharma's approval, Exhibitor may not assign this Agreement or assign, sell or share any portion of its exhibit space. Following the use of the exhibit space, Exhibitor shall leave the premises in the same condition and state of repair, allowing for reasonable wear and tear. Exhibitor is responsible for removing all materials it brought onto the site. All exhibits must be dismantled and removed by 6:00 p.m.

RULES AND REGULATIONS. Exhibitor will abide by all rules and regulations regarding the construction, maintenance and tear-down of the exhibit space, including those of the Conference Center available at <https://www.ssfconf.com/rules-regulations> such as the following: No food items or beverages may be given away from the exhibit booths. Exhibitor will not use any copyrighted music or dramatic materials or any other property owned by a third party without first obtaining licenses for the use of the same. Signs, banners, and decorations may not be taped, nailed, tacked or otherwise permanently affixed to interior ceilings, painted surfaces, columns, fabric and decorative walls, or fire sprinklers of the building interior, exterior, grounds, parking lot, or other site areas. Exhibitors shall not ship any materials directly to the Conference Center as the Conference Center will not accept delivery. Exhibitors may not use fireworks or pyrotechnics, blasting agents, explosives, compressed flammable gases including LPG, aerosol cans with flammable propellants, toxic materials including any substance regulated under California's Proposition 65, gas-operated cooking equipment or wood matches with all-surface strikes. No animals or pets are permitted in the Conference Center with the exception of service animals.

EVENT MANAGEMENT. Should circumstances make it necessary, in LakePharma's sole discretion, it may move an assigned exhibit space from one place to another, move the location of the Symposium, reschedule the date of the Symposium or make any other changes it deems appropriate. In the event of a new date for the Symposium, this Agreement shall be deemed valid for the new date and confers no right on the Exhibitor to withdraw from the Agreement.

EVENT SECURITY. While the Conference Center may provide perimeter security for the site during the Symposium, it is under no obligation to do so, and any security provided by the Conference Center may be discontinued at any time. Whether or not such security is provided, Exhibitor shall be solely responsible for the protection of its property and its confidential and proprietary information, and for obtaining insurance with respect thereto. LakePharma shall, in any event, have no obligation to provide security services and makes no representation or warranty whatsoever and disclaims all liability with respect to security of the premises or Exhibitor's goods or equipment. Exhibitor hereby releases and shall hold LakePharma harmless with respect to the same.

LISTINGS AND PROMOTIONAL MATERIALS. Exhibitor grants LakePharma a fully-paid, perpetual non-exclusive license to use, display, and reproduce Exhibitor's name, trade names, and product names in any directory (print, electronic, or other media) that list the exhibitors participating at the Symposium and to use such names in LakePharma's promotional materials. LakePharma is not liable for any errors or omissions in any show guide listings or descriptions. LakePharma shall also have the right to take photographs of Exhibitor's booth space, exhibit and personnel during, before or after the open hours of the Symposium and use such photographs for any legal purpose.

RECORDING OF SYMPOSIUM. Exhibitor acknowledges that the Symposium may be recorded and reproduced in any form (including but not limited to digital formats) and hereby authorizes LakePharma and its designees to record, transcribe, modify, reproduce, publicly perform, display, distribute, redistribute, and transmit in any form and for any purpose any such recording of the Symposium. Exhibitor hereby releases LakePharma and its designees from, and waives all claims it may have, now or in the future, in connection with such activities, and specifically waives any statutory restriction on waivers of future claims or moral rights.

LIMITATION OF LIABILITY AND TIMING OF CLAIMS. IN NO EVENT SHALL LAKEPHARMA OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, REPRESENTATIVES, AFFILIATES AND ASSIGNEES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH THEIR ACTS OR OMISSIONS OR ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT LAKEPHARMA WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL LAKEPHARMA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO LAKEPHARMA PURSUANT TO THIS AGREEMENT. CLAIMS ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT MUST BE MADE IN WRITING WITHIN THIRTY DAYS AFTER THE SYMPOSIUM, AND FAILURE TO GIVE SUCH NOTICE SHALL CONSTITUTE A WAIVER OF ANY CLAIMS.

INDEMNIFICATION. Exhibitor shall indemnify, hold harmless, and defend the LakePharma and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, that are incurred by Indemnified Party (collectively, "Losses"), arising out of or resulting from (a) any act, omission, negligence, fault, violation of law or ordinance, or misconduct of Exhibitor, its employees, subcontractors, invitees or agents; (b) any injury to the person, property, or business of any person in connection with Exhibitor's participation or presence at the Symposium and/or use of any of the Conference Center facilities; (c) Exhibitor's construction or maintenance of an unsafe exhibit; or (d) any breach by Exhibitor of any warranty, representation, covenant or agreement made by Exhibitor in this Agreement.

CANCELLATION OF SYMPOSIUM; FORCE MAJEURE. If LakePharma cancels the Symposium or is delayed or prevented from performing its obligations under this agreement by reason of (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) shortage of adequate power or transportation facilities, (j) failure of subcontractors to perform in timely fashion or (k) any other cause beyond LakePharma's control, the performance of such obligation shall be excused and LakePharma shall not be liable for any expenditure, liability or loss incurred by Exhibitor.

INSURANCE. Exhibitor shall ensure that insurance coverage is carried and maintained with a financially sound and reputable insurer against loss from such risks and in such amounts as is sufficient to support its obligations under this this Agreement. Exhibitor shall provide a copy of the applicable insurance policy if requested by LakePharma.

NO REPRESENTATIONS OR WARRANTIES; RULES AND REGULATIONS; ENTIRE AGREEMENT. LakePharma makes no representations or warranties, express or implied, regarding the number, quality or character of persons who will attend the Symposium or regarding any other matters. This Agreement constitutes the final, complete and exclusive agreement of the parties with respect to the subject matter hereof.

MISCELLANEOUS. This Agreement shall be governed by the laws of the State of California, USA, excluding its conflict of laws principles. Any legal suit, action, or proceeding based upon or relating to this Contract shall be instituted in the federal courts of the United States of America or the courts of the State of California in each case located in the City and County of San Francisco, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.