

Biotech Vendor Services, Inc. Participating Vendor Agreement

Biotech Vendor Services, Inc. (BVS) is a private company, established to assist direct sales manufacturers, service company representatives and distributors, (herein referred to as vendors), to access and present their products/services to life science companies and research institutions. BVS acts as a conduit by setting up events such as product shows and technology seminars on behalf of vendors.

For participation in Biotech Vendor Services the following terms and conditions apply:

BVS Commitments:

Event Responsibilities

- BVS will schedule shows and seminars, (herein referred to as 'events') at life science companies and research institutions on behalf of the participating vendors.
- BVS will provide a Show Information Sheet, which will contain detailed logistics about each event. These details will be emailed after registering to an event.
- BVS will confirm vendor participation via a confirmation email at the time they are scheduled for an event.
- BVS will provide a Show Reminder email notification 7 - 10 days prior to the event.
- BVS will arrange for the food, raffles and any rentals, such as tables or umbrellas for each BVS event.
- BVS will promote each event, which may include electronic flyers, posters, physical flyers or a combination, thereof.
- BVS will provide participating vendors with sales lead information generated at our events in a timely manner.
- BVS cannot guarantee that competitors will not be present at the same event(s). BVS will separate the locations of the competing vendor(s) at the event(s) to the best of our ability, per vendor's direct instructions.
- BVS cannot guarantee that every attendee will visit with each vendor at a particular show. At certain life science companies and research institutions, they make the final decision as to which vendors are allowed to attend our events. Our goal is to develop and maintain strong relationships with the host companies/institutes so they recognize the value of allowing a diverse group of vendors to visit their facility, but this is not possible in all cases.
- BVS cannot guarantee that any show or seminar attended will produce a lead or a sale. BVS is only responsible for arranging the show or seminar to provide the vendor with the access to contacts, which could potentially lead to sales of each vendor's own products and services. It is the vendor's responsibility to participate and initiate conversation with the attendee(s) during the event(s), and to perform the proper follow-up to attempt to sell their products and services.
- BVS reserves the right, at its sole discretion, to deny participation for any reason, but not limited to issues such as conflict of interests, product quality and delivery or failing to adhere to any of the terms of this agreement.
- The host-company descriptions BVS provides are directly from the website of the company hosting the event. Vendors should research the host account to determine accuracy of the

information and whether or not the host is a potential sales client. BVS is not responsible for vendors registering for events that are not potential sales clients for the vendor.

Vendor Commitments:

Event Responsibilities

- Vendors are responsible for ensuring they obtain any and all event information, including event times and directions in advance of each event, which are available on the BVS web site and Show Reminder emails.
- Vendors should arrive at the event 30-60 minutes prior to the event. Vendors should not arrive more than 60 minutes prior to the show. If a Vendor arrives early, please wait to enter the room where the show is being held until the room has been set up by our BVS staff.
- Vendors are responsible for bringing their own extension cords/power strips, tablecloth, and any other supplies that they may need for their table.
- Vendors are responsible for setting up their products for display on the vendor tables provided, and being completely finished with set up by the start of the show.
- Each vendor is expected to stay for the duration of the scheduled event, unless prior notification has been given to BVS.
- Clean up and display take down should be performed in an expeditious manner as rooms are only booked for a specific block of time, and meetings may be occurring soon after.
- Vendors are responsible for maintaining current contact information on the BVS web site at www.bvsconnection.com via the "Vendor Profile Screen," or by informing BVS of any contact information changes via email. Contact changes would include such things as new representatives, representatives who have left the company, change of email address or phone number.
- If a vendor has been added to an event, the vendor is confirmed for the event. If a vendor is unable to attend an event once confirmed, it is the vendor's responsibility to decline the event via our web site within the cancellation period for that particular show. If you decline an event via the BVS web site there is no need to follow up with an Email to BVS, unless you have declined after the cancellation policy period.
- Vendors are not permitted to visit labs at biotech/pharma companies before, during or after an event unless escorted by company personnel, or if a meeting has been prescheduled. All company/institution security and check-in policies must be adhered to.
- Vendors are to contact BVS when an issue or conflict arises to provide BVS with the opportunity to resolve it. BVS can then address this issue immediately. We want to provide excellent customer satisfaction to you and your input will help us to achieve this goal.

Event Waitlist Policy:

- If an event is full, Vendors have the ability to waitlist themselves via the Calendar Page of our website.
- BVS will contact the vendor via email from the BVS website confirming attendance at the time space is available, or when BVS receives approval from the Host Company/Institute that the vendor can attend.

- BVS cannot guarantee that a waitlisted vendor will be confirmed to attend an event. Confirmation of attendance will depend upon the availability of spaces for the event and the Host Company/Institute. In some cases, the Host Company/Institute must pre-approve the attending suppliers, which will limit who we are able to add to our events.

Payment Policy:

- Payment is due in advance of event via credit card when registering for an event on our website unless special arrangements are made with BVS in advance to be invoiced.
- For those vendors pre-approved to be invoiced, BVS will generate invoices at the end of every month. The invoice will contain an itemized list and a summary of all related show charges.
- Vendors that are late with invoice payments for two consecutive months will be suspended from attending any BVS events until their total invoice is paid in full. Vendors that are late more than three different occurrences, or are more than 75 days late on any invoice will not be allowed to participate in any future shows until their account balance has been settled.
- A late payment fee of 10% of the invoice total will be assessed if payment is not received before the next invoice cycle.
- If payment to BVS is late 45 days or more, BVS will require a credit card to be on file for future payment.
- BVS will provide historical data for all shows participated with BVS. This information will be available online via the Vendor Screen – View My Orders on our website.
- BVS reserves the right to raise membership and event fees. BVS will notify participating vendors, in advance, of any increases to membership and event fees. Special Events are subject to a different pricing rate based upon each event and exact pricing will be published in our event announcements.

Vendor Commitments:

- Vendors are responsible for payment of the show fee for each event.
- Vendors participating in our San Diego or Los Angeles Memberships will pay their membership dues based on the activation date and their membership cycle; semi-annually.

Cancellation Policy:

- BVS Vendors may cancel out of any event with at least 14 day's notice, without penalty. Please note that Special Events such as Biotech Community Events, Symposiums or Biotech Days will have, at minimum a 30 day cancellation policy.
- Three late cancellations or no shows for events within a year may result in the removal of a vendor from BVS.
- BVS reserves the right to cancel an event due to unforeseen circumstances that may arise. BVS will notify all confirmed vendors of the cancellation via an email notification from the website. Vendors previously confirmed will have priority to attend the next rescheduled event.

Southern CA Membership agreements are between BVS and the Vendor Company where the vendor representatives are employed or are consultants. If a sales representative switches companies and wishes to continue as a Southern CA member of BVS, a new membership agreement must be established with the new Vendor Company.

Liability:

- Vendors are required to maintain a minimum insurance policy of \$1,000,000.

Each participating vendor is solely responsible for his or her own actions while on the premise of the participating company(s) or institution(s), and agrees to provide BVS with a Certificate of Liability Insurance with Minimum Limits of \$1,000,000 naming Biotech Vendor Services as an additional insured. Biotech Vendor Services will not be responsible for any losses, injuries or damages arising from the action of the vendor(s) at any time. All vendor members agree to Indemnify and hold harmless Biotech Vendor Services and to provide a copy of Certificate of Liability Insurance which will cover them at any BVS Events.