

2024 ANNUAL MEETING

Presented by:



Exhibit & Sponsorship PROSPECTUS



May 17-19, 2024
Seattle, Washington

TABLE OF CONTENTS

04	<ul style="list-style-type: none">• About IARS• IARS Information• IARS Mission	<ul style="list-style-type: none">• About SOCCA• SOCCA Mission• SOCCA Vision
05	<ul style="list-style-type: none">• Sponsorship• Sponsor Levels	
06	<ul style="list-style-type: none">• Advertising Opportunities	
07	<ul style="list-style-type: none">• NEW Exhibitor Showcase Product Theater• NEW Exhibitor Meeting Suite	
08	<ul style="list-style-type: none">• Satellite Symposia	
09	<ul style="list-style-type: none">• DocMatter Digital Engagement Packages	
10	<ul style="list-style-type: none">• Exhibit Booth Pricing• Exhibitor Schedule*	<ul style="list-style-type: none">• Space Assignment• Exhibit Set-up
11	<ul style="list-style-type: none">• Exhibition Hall Includes• Exhibitors Receive• Booth Activity	<ul style="list-style-type: none">• Payment• Cancellation• Refund Schedule
12	<ul style="list-style-type: none">• Attendee Registration List• General Poster Sessions	<ul style="list-style-type: none">• Housing Information• Blackout Times
13	<ul style="list-style-type: none">• Exhibits/Sponsorship Application Form	
14	<ul style="list-style-type: none">• Exhibit Rules & Regulations	
16	<ul style="list-style-type: none">• Sponsor Terms & Conditions	

Conference & Live Exhibit Dates

May 17-19, 2024

Hyatt Regency Seattle Hotel

Application Deadline

Friday, January 26, 2024

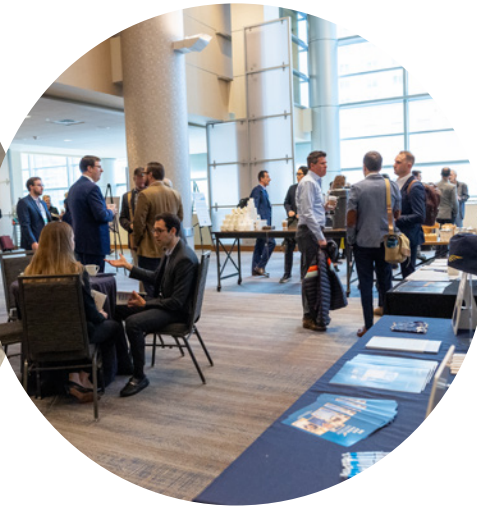
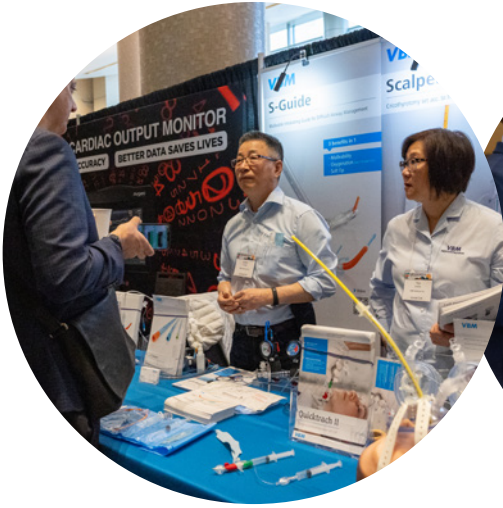
Information

meetings@iars.org

meetings.iars.org/sponsorship/sponsors/

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About the 2024 Annual Meeting presented by IARS and SOCCA

The 2024 Annual Meeting, presented by IARS and SOCCA, and related activities will be held as live events on May 17-19, 2024 to include live (in-person) sessions. The conference will be held at the Hyatt Regency Seattle Hotel in Seattle, Washington.

The 2024 Annual Meeting, presented by IARS and SOCCA, attracts more than 1,000 attendees from across the United States and the globe including research scientists, clinicians, critical care specialists (in both community and academic settings), fellows, and other health care professionals involved in anesthesiology research and critical care. The conference features three days of educational sessions where respected opinion leaders from the anesthesia research and critical care community present the latest discoveries in anesthesia research and critical care medicine.

About IARS

IARS INFORMATION

The International Anesthesia Research Society (IARS) is a nonpolitical, not-for-profit medical society founded in 1922 to advance and support scientific research and education related to anesthesia, and to improve patient care through research. The IARS contributes more than \$1 million annually to fund anesthesia research; provides a forum for anesthesiology leaders to share information and ideas; maintains a worldwide membership of physicians, health professionals in anesthesia-related practice, and physician residents and others with doctoral degrees; sponsors the SmartTots initiative; and publishes the monthly *Anesthesia & Analgesia* journal in print and online as well as the clinical companion journal *A&A Practice*, published semi-monthly.

IARS MISSION

Generate and disseminate transformative breakthroughs in anesthesiology and perioperative medicine while growing and supporting scientists worldwide.

IARS VISION

Lead the global anesthesiology community to advance the science and practice of medicine.

About SOCCA

SOCCA MISSION

SOCCA is dedicated to the support and development of anesthesiologists who care for critically ill patients of all types. SOCCA fosters the knowledge and practice of critical care medicine by anesthesiologists through education, research, advocacy, and community.

SOCCA VISION

To promote and advocate for current and future critical care anesthesiologists through collaboration and innovative patient care.

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Sponsorship

SPONSOR LEVELS

IARS and SOCCA are pleased to invite organizations to be commercial sponsors of the 2024 Annual Meeting, presented by IARS and SOCCA. Sponsor levels are Platinum, Gold, Silver, and Bronze. Reach your key audience by increasing visibility and supporting IARS and SOCCA through these opportunities.

SPONSOR LEVEL	EXHIBIT BOOTH ONLY \$3,000	BRONZE \$5,000	SILVER \$15,000	GOLD \$25,000	PLATINUM \$40,000
One 10' x 10' in the exhibit hall with back and side drape, one table and two chairs. <i>Booth package includes: one (1) six-foot table, two (2) chairs, one (1) waste basket, identification sign, back drape and side drape.</i>	✓	✓	✓	✓	✓
Recognition listing on the conference home page with link to sponsor-provided website	✓	✓	✓	✓	✓
Complimentary Registrations for the 2024 conference \$600 value	1	2	4	6	8
Complimentary Full-Page Ad in Exhibition Guide \$1,500 value	N/A	1 page	2 pages	3 pages	4 pages
Recognition listings included on IARS email Bulletin ads to run prior to the Conference	✓	✓	✓	✓	✓
Complimentary digital banner-sized ad in 2024 IARS email Bulletin issues \$2,500 value	N/A	N/A	1 ad	2 ads	3 ads
Exhibitor Showcase Product Theater \$5,000 value (per 20-min session)	N/A	N/A	1 session	2 sessions	3 sessions
Exhibitor Meeting Suite \$2,000 value (per day)	N/A	N/A	1 day	2 days	3 days
Satellite Symposium \$25,000 value	N/A	N/A	N/A	N/A	1 symposium

Advertising Opportunities



2024 IARS EMAIL BULLETIN AD – \$2,500

Include a 600 x 80-pixel advertisement in one issue of the IARS email Bulletin newsletter (11,000+ subscribers).



HOTEL KEY CARD – \$7,000

Display your logo or message on the key card. Additional Hotel Cost – \$6+ per room on peak night



HOTEL DOOR DROPS – \$7,000

Distribute flyers or other promotion materials right to attendees' hotel room doors. Additional Hotel Cost – \$1.25+ per room on peak night



REUSABLE WATER BOTTLE – \$4,000

Place your logo on a reusable water bottle. Water stations will be available throughout the hotel.



YOUR COMPANY LOGO ON MEMO PADS – \$4,000

Each attendee will receive a memo pad when picking up their badge at registration.



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NEW Exhibitor Showcase Product Theater

\$5,000 per 20-minute session, space holds up to 25 people

Product theaters are a unique marketing tool providing an additional opportunity for exhibitors to reach motivated conference attendees in sessions held within the exhibit hall. The 20-minute presentations provide a forum to discuss a product and educate a greater number of attendees at one time.

All product theater presentations will be listed on the conference website, on a product theater page. Listing on the conference website includes date/time, the title, company name, and a link to your website. IARS will promote the product theater (along with exhibitors) in an email to attendees in the weeks leading up to the conference. For more information click here. An easel and basic audio/visual equipment will be included in the theater: LCD projector and screen.

- Seating allowed for maximum of 25 people.
- Presentations must not exceed 20 minutes in length.
- Presenter must clearly state that they are not representing IARS and SOCCA views and/or opinions.
- Presentation stage and schedule set by IARS, time slots will be determined by preference based on when order is received.

Presentations will be 20-minute, non accredited educational presentations. The full list of presentations will be posted in the exhibitor guide and conference app.

Exhibitor Showcase presentations are not official presentations of the 2024 Annual Meeting, presented by IARS and SOCCA, and are not sponsored, endorsed, or accredited by IARS or SOCCA. These presentations are not CME-accredited.

You must have an exhibit space to hold a showcase presentation.

NEW Exhibitor Meeting Suite

\$2,000 per day

Rent an Exhibitor Meeting Room for your meeting needs, available during coffee and program breaks.

What makes these suites premium?

- Premium Location: Located in the conference hotel
- Enhanced Privacy
- Amenities: Electrical access, secured room
- Includes: 22"×28" sign and conference table for 12

All suites must be reviewed by the IARS for approval. You must have an exhibit space to purchase a meeting suite.

Conference & Live Exhibit Dates

May 17-19, 2024

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Satellite Symposia

Please note, Satellite Symposium Sessions are non-CME. Satellite Symposia are separate from the 2024 Annual Meeting, presented by IARS and SOCCA.

The following criteria must be met in order to conduct Satellite Symposium:

- 1 **In Person Satellite Symposia:** A fee of \$15,000 will be due to the IARS for the rental of the session function space.
- 2 The organization proposing a session will be required to submit their full program to IARS for review and approval at least 30 days prior to the session start date. If approved, no changes to content or faculty may be made without additional written approval.
- 3 The IARS does not provide CME accreditation for sessions held by outside organizations. Any accreditation for approved Satellite Symposia is the sole responsibility of the organization conducting the session. Any reference to the IARS Annual Meeting education program, use of IARS logos or IARS accreditation is not permitted.
- 4 The session date and time will be assigned by the IARS and agreed upon by both parties.
- 5 For in-person satellite symposia, function space for the session may only be assigned by IARS and assignment will be based on session requirements and availability.
 - a. Once the function space is assigned by IARS the organization conducting the session will work directly with the hotel and will be solely responsible for all expenses associated with the symposium including but not limited to audio/visual, food and beverage, internet, signage, etc.
- 6 For in-person satellite symposia, IARS will include two signs (graphics provided by the sponsor) to be placed in locations approved by the IARS.
- 7 Inclusion in one e-blast to conference attendees sent in early March 2024, or one week out from the meeting date.
- 8 One-time use of the conference attendee list for an approved mailer. Mailing addresses only.
- 9 Satellite Symposia may be upgraded to a Digital and In-Person Wrap Around Engagement Event by adding a digital engagement extender package to be conducted in the IARS and SOCCA DocMatter Communities (see page 9 for details on DocMatter Communities).

Full payment will be due within 45 days of receipt of invoice, unless otherwise specified in written agreement between IARS and Sponsor.

There is no refund for cancellations made within 30 days of the meeting.

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DocMatter Digital Engagement Packages

SPECIAL INTRODUCTORY PRICE: \$11,250 per digital engagement module

Each module reaches up to 500 IARS and/or SOCCA members with the sponsor determining the target audience.

Are you thinking about digital, omnichannel, durable physician engagement? IARS has partnered closely with DocMatter to enable our industry sponsors to engage our membership in all of these ways. DocMatter is a unique engagement platform currently used by large and small life science companies and over 250,000 specialist clinicians around the world.

ABOUT THE IARS AND SOCCA DOCMATTER COMMUNITIES

The IARS and SOCCA communities are powerful online forums of 12,000+ and 1,900+ anesthesiology specialists, delivering year-round HCP engagement, mentorship and networking opportunities. Fostering expert-led dialogue and very high (70%+) quarterly engagement levels, IARS and SOCCA community members are further subclassified in channels based on expressed interest in topic areas like perioperative anesthesiology, critical care medicine, cardiothoracic anesthesia, obstetric anesthesiology, trauma anesthesiology, transplant anesthesiology and patient safety, allowing for educational programming to be targeted to relevant anesthesiologists.

DocMatter by the numbers:

- The average KOL-led, peer-to-peer discussion is viewed over 11,200 times within the IARS DocMatter Community
- The DocMatter Clinical Engagement team works with designated KOLs to ensure more than 8 out of 10 discussions receive KOL input
- Clinical discussions sponsored by industry on average see 5% higher engagement rates

ENGAGEMENT EXTENDER PACKAGES

Extend reach and durability of in-person presence with a digital engagement package in the IARS and SOCCA DocMatter Communities.

Engagement packages are online learning modules between expert KOLs and target learners delivered in a modality the members are already engaging with. Detailed profile data allows audience selection to be highly targeted with prioritization to satellite symposia attendees and those known to be interested in chosen topics.

Highlights:

- Leverage the DocMatter system of facilitated engagement to ensure interaction between KOLs (e.g. satellite symposia speakers) and target learners
- Use pre-event modules targeted to likely attendees to generate interest and boost attendance
- Use post-event modules to reinforce concepts through multi-touchpoint education
- Reach IARS and SOCCA members who miss the satellite symposia with content from the satellite symposia

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Exhibit Booth \$3,000 (10' x10')

EXHIBITOR SCHEDULE*

	EXHIBIT INSTALLATION	EXHIBIT HOURS	EXHIBIT DISMANTLE
Thursday, May 16	2:00 PM – 6:00 PM		
Friday, May 17		<p>6:00 AM – 9:00 PM*</p> <ul style="list-style-type: none"> Attendee Breakfast Morning Coffee Break (1) Afternoon Coffee Break (1) Poster Session in the Exhibit Hall (2) Welcome Reception in the Exhibit Hall 	
Saturday, May 18		<p>6:00 AM – 4:00 PM*</p> <ul style="list-style-type: none"> Attendee Breakfast Morning Coffee Break (1) Afternoon Coffee Break (1) Poster Session in the Exhibit Hall (2) 	
Sunday, May 19		<p>6:00 AM – 11:00 AM*</p> <ul style="list-style-type: none"> Attendee Breakfast Morning Coffee Break (1) Poster Session in the Exhibit Hall (1) 	11:00 AM – 1:00 PM

*Times are tentative and subject to change.

SPACE ASSIGNMENT

Space is assigned as applications are received. Sponsors will be given premium exhibit placement. Deadline to reserve space is Friday, January 26, 2024 or until spaces are filled.

EXHIBIT SET-UP

Exhibition Hall set-up is limited to one day, Thursday, May 16, 2024 from 2:00 pm to 6:00 pm. Please plan accordingly and consider booth design and assembly needed so that all set-up is completed promptly by 6:00 pm on Thursday, May 16, 2024.

continued on next page

2024 ANNUAL MEETING

Presented by:



Exhibit Booth *continued*

EXHIBITION HALL INCLUDES

Exhibit Booths: 10' x 10' booth. Booth package includes: one (1) six-foot table, two (2) chairs, one (1) waste basket, identification sign, back drape and side drape.

Exhibitor Showcase: An open seating, theater-like area for product theaters and other promotional presentations

General Poster Sessions: Posters are displayed according to posted schedules

Food and Beverage: Breakfasts and break refreshments are held in the exhibit hall

EXHIBITORS RECEIVE

- (1) Complimentary Conference Registration
- \$75 for each additional registration (Full meeting access)
- Food and beverage for breakfasts and breaks
- One (1) identification sign, one (1) 6' draped table, two (2) chairs, and one (1) trash can
- A 75-word company description, placement on floor plan listing, and discounted advertising rates in the printed version of the Exhibition Guide
- Listing on [conference website](#) to include 75-word description, plus logo and link to website
- Recognition in one Annual Meeting e-blast before the meeting

BOOTH ACTIVITY

IARS must be informed of and approve any intent to conduct a drawing, provide a demonstration, distribute free samples or any other activity to take place during show hours. Submit requests to meetings@iars.org by Friday, February 9, 2024.

PAYMENT

Method of payment must be indicated on exhibit space applications. Full payment must be received with the application.

CANCELLATION

For a full refund, notification of space cancellation must be received in writing on or before March 1, 2024.

REFUND SCHEDULE

Through March 1, 2024	Full Refund
Through April 1, 2024	50% Refund
After April 1, 2024	No Refund

2024 ANNUAL MEETING

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Attendee Registration List

IARS does not rent or share the attendee registration list.

General Poster Sessions

IARS and SOCCA will host general poster sessions on Friday, May 17, Saturday, May 18 and Sunday, May 19.

Housing Information

IARS and SOCCA have a room block reserved at the Hyatt Regency Seattle. For information on reserving a room, please visit: <https://meetings.iars.org/registration-hotel/location/>.

Important announcement regarding hotel accommodations for the 2024 Annual Meeting, presented by IARS and SOCCA:

It has come to the attention of IARS and SOCCA that in the past, fraudulent reservation companies have approached our supporters, exhibitors, and conference attendees with offers of hotel rooms at discounted rates. These companies are in no way affiliated with IARS and SOCCA or the Hyatt Regency Seattle or are they often legitimate companies. Please do not share your personal or financial information with these companies, or proceed with booking any reservations for the 2024 Annual Meeting, presented by IARS and SOCCA, through these companies.

IARS and SOCCA are the only organization that can reserve your room at the Hyatt Regency Seattle for our conference within our discounted room block. Booking through IARS and SOCCA ensures a legitimate reservation and that your credit card and personal information is secure. If you are contacted by anyone asking if you need a room reservation for the 2024 Annual Meeting, presented by IARS and SOCCA, or if they represent themselves as the "IARS and SOCCA housing provider," please get their information and contact the IARS and SOCCA Meetings Department immediately at meetings@iars.org

IARS and SOCCA cannot be held responsible for guests choosing accommodations outside of our official room block. If you have been contacted by email, fax, or phone by someone other than an IARS staff member about making your hotel reservation, please let us know immediately.

Blackout Times

IARS and SOCCA request that all sponsors, exhibitors, or non sponsors respect the intent of this event. Therefore, any non-IARS and SOCCA events, whether on the event property or off-premises but within the city limits, that might potentially draw participants from registered attendees, faculty, or speakers of the 2024 Annual Meeting, presented by IARS and SOCCA, are prohibited.

IARS and SOCCA appreciate the understanding and cooperation of all entities involved, for any questions regarding this policy, please e-mail: meetings@iars.org

2024 ANNUAL MEETING

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Exhibits/Sponsorship Application Form

COMPANY NAME

CONTACT PERSON

ADDRESS

CITY

STATE

ZIP

COUNTRY

PHONE

EMAIL

INTENT

It is the intent of this agreement to ensure that the CME activity will be independent, objective, balanced and scientifically rigorous, so that it will not be viewed as promotional and the listed company will not be viewed as responsible for its content. IARS will take all necessary steps to ensure that this objective is reached. IARS and the listed company agree to abide by the requirements of this agreement and the ACCME Standards of Commercial Support of Continuing Medical Education.

EXHIBIT AND SPONSOR PACKAGES

- Exhibit Booth Only \$3,000
- Bronze \$5,000
- Silver \$15,000
- Gold \$25,000
- Platinum \$40,000

ADVERTISING OPPORTUNITIES

- 2024 IARS Email Bulletin Ad \$2,500
- Hotel Key **SOLD** \$7,000
- Hotel Door Drops \$7,000
- Reusable Water Bottle \$4,000
- Your Company Logo on Memo Pads \$4,000
- Welcome Reception **SOLD** Sponsorship \$10,000

- Exhibitor Showcase Product Theatre \$5,000
- Exhibitor Meeting Suite (per day) \$2,000
- Satellite Symposia (each) \$15,000
- DocMatter Digital Engagement Packages \$11,250

Total Due

\$ _____

By signing below, both parties agree to be bound by the terms of this agreement.

COMPANY AUTHORIZED SIGNATURE

DATE

PAYMENT METHOD

- Check (IARS Staff will Provide Instructions)
- Credit Card (We will invoice you via PayPal)

IARS Federal Tax ID # 34-0750348 501(c)3

Exhibit Rules and Regulations

The applicant agrees to abide by all rules, requirements, restrictions, and regulations as set forth in this Agreement or as may be designated by Management, the Hotel, or the City. Failure to abide by such rules and regulations will result in forfeiture of all monies paid or due IARS under terms of this agreement.

1. ASSIGNMENT OF SPACE

Exhibitors will be contacted in order of application received to choose their booth location.

2. FDA COMPLIANCE

All devices that are not FDA approved for a particular use or that are not commercially available in the U.S. will be permitted to be exhibited only when accompanied by the appropriate sign indicating the device's FDA clearance status. The following are signs that must be displayed:

This device has not been approved by the FDA for distribution in the United States.

This device is a Class III device which is limited by federal law for investigational use only.

This device is a Class III device which is cleared for marketing use only (specify clinical indication/use for which device has been approved).

The signs must be easily visible and placed near the devices themselves and on any graphics depicting the device. The exhibitors shall have available a letter from the FDA which describes the allowable status of the device. Exhibitors are cautioned about the FDA's prohibition on promoting cleared-for marketing devices for unapproved uses. Companies are prohibited from exhibiting pharmaceutical products that have not been approved by the FDA for use in the United States.

3. LIABILITY

Exhibitor assumes entire responsibility and hereby agrees to protect, indemnify, and defend and hold harmless the International Anesthesia Research Society (IARS), the Hotel, General Contractor, and their employees and agents against all claims, losses and damages to persons or property, governmental charges or fines and attorneys' fees arising out of or caused by exhibitor's installation, removal, maintenance, occupancy or use of the exhibition premises or a part thereof, excluding any such liability caused by the sole negligence of the Hotel, its employees and agents. In addition, exhibitor acknowledges that the International Anesthesia Research Society, the Hotel and/or General Contractor do not maintain insurance covering Exhibitor's property and that it is the sole responsibility of the exhibitor to obtain business interruption and property damage insurance covering such losses by exhibitor.

4. HOLD HARMLESS CLAUSE

The exhibitor assumes the entire responsibility and liability for losses, damages, and claims arising out of exhibitor's activities on the Hotel premises and will indemnify, defend, and hold harmless the Hotel, its owner, and its management company, as well as their respective agents, servants, and employees from any and all such losses, damages, and claims.

5. INSURANCE

Exhibitors wishing to insure their exhibit materials, goods and/or wares of exhibits against theft, damage by fire, accident or loss of any kind, must do so at their own expense. Exhibitors are urged to take a portal-to-portal rider available at a nominal cost on their own insurance policy protecting them against loss through theft, fire, damage, etc. As a courtesy to exhibitors, perimeter watchman service for the exhibit area will be furnished by Exhibit Management during the hours deemed necessary by Exhibit Management. The furnishing of such service is in no case to be understood or interpreted by exhibitors as a guarantee to them against loss or theft of any kind.

2024 ANNUAL MEETING

Presented by:



Exhibit Rules and Regulations *continued*

6. DISTRIBUTION OF GIVEAWAYS

Prizes, lotteries, and giveaways offered by exhibitors or associations are permitted with prior written approval. The IARS encourages creative marketing strategies; however, it asks that good judgment be used so as not to jeopardize the professional atmosphere of the meeting. Distribution of plastic or paper shopping bags, cardboard boxes and other types of containers for the collection of samples and/or literature is permitted. Product identification is also permitted.

7. EXHIBIT PERSONNEL

All participants affiliated with exhibits must be registered. Each exhibit booth is allowed one complimentary registration to the Annual Meeting (PBLD's and paid sessions are excluded and exhibitor personnel must register for these on their own). Each person will be issued an exhibitor's badge and must be employed by the Exhibitor or have direct business affiliation.

8. SERVICE KITS

An e-mail link to the online service kit will be sent to the contact person indicated on your Application for Exhibit Space. This kit will outline all rates and services and contain forms for securing necessary services at the meeting such as: labor, furniture and decoration rentals, electrical, cleaning, floral, photography, signs, telephone/internet, shipping and material handling instructions.

9. SHIPPING AND HANDLING INSTRUCTIONS

The General Contractor will be responsible for the unloading, delivery, reloading and processing of all exhibitors' freight shipments. They will receive and store all shipments 30 days prior to initial installation date. They will deliver exhibit material to exhibit area and place in table, then remove empty crates and place in storage. Storage tags will be available at the service desk. After returning crates at close of show, they will provide a bill of lading, shipping labels and clerical assistance in preparing the forms for outbound shipments. Hotel is unable to accept any exhibitor materials or equipment directly.

10. PAYMENT AND REFUND POLICY

ALL applications must be signed in order for booth space to be confirmed. Full payment for booth space must be completed within 45 days of receipt of application, or your reserved space is cancelled and put back for sale on the open market. Cancellations must be received in writing. If written notice of Exhibit space cancellation is received by April 1, 2024, a full refund will be issued. NO REFUNDS will be made after April 1, 2024. Exhibitor agrees to abide by all Terms and Conditions governing the exhibition as outlined by the IARS and show management. Applications are subject to IARS approval.

11. GENERAL

All matters and questions not covered by these Regulations are at the discretion of Management. These Regulations may be amended at any time by Management, and all amendments that may be so made, shall upon publication be equally binding upon all parties affected by them as the original Regulations.

12. CANCELLATION OF EXPOSITION

Postponement or Cancellation of Meeting: If the Meeting is postponed or rescheduled in whole or in part, for any reason, including but not limited to force majeure, the obligations of the parties to perform hereunder shall be delayed to take into account such postponement or rescheduling. In the event that the Meeting is cancelled in its entirety, for any reason, including but not limited to force majeure, as Exhibitor's exclusive remedy, the IARS will endeavor to refund all or a portion of exhibit fees paid by Exhibitor, after taking into consideration funds expended that are not recoverable by the IARS. Cancellation or substitution of a particular session or program at the Meeting will not be deemed a cancellation hereunder.

2024 ANNUAL MEETING

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Sponsor Terms & Conditions

The applicant (herein referred to as Sponsor) agrees to abide by all rules, requirements, restrictions, and regulations as set forth in this Agreement or as may be designated by the International Anesthesia Research Society (herein referred to as IARS) Management. Failure to abide by such terms and conditions will result in forfeiture of all monies paid or due IARS under terms of this agreement.

1. EVENT

IARS will be producing and hosting a live event on May 17-19, 2024. Sponsor wishes to participate in the event as a sponsor, and IARS and Sponsor agree that IARS shall provide Sponsor with the elements of the agreed to in the sponsor package indicated on this Agreement.

2. EVENT RESPONSIBILITIES

IARS: Except as otherwise described, IARS's event team will handle all event details, including creating or otherwise arranging for the presentation of content for the webinar sessions, recruiting attendees and speakers, hosting the Zoom webinar, and managing all aspects of the Event.

SPONSOR: Sponsor will be responsible for providing items such as logos, text, and other elements specified by IARS to use on the IARS website and in promotion of the event.

3. MARKETING AND PROMOTION

Marketing Program Implementation/CAN-SPAM Compliance. The parties agree that they shall each carry out any marketing activities hereunder in accordance with all applicable laws and regulations including, without limitation, all applicable laws and regulations concerning privacy, unsolicited e-mail and data protection of the U.S. (including the CAN-SPAM law) and any applicable foreign country. To the extent that Sponsor plans to conduct its own e-mail marketing concerning its participation in the Event, it shall so advise IARS in order to obtain event registration page links appropriate for the target audience.

4. REGISTRANT LIST

The ACCME does not permit disclosure of learner names and addresses to companies.

5. PAYMENT

Full payment will be due within 45 days of receipt of invoice, unless otherwise specified in written agreement between IARS and Sponsor.

6. CANCELLATION

After contract signing, if Sponsor cancels at any time before April 1, 2024, IARS shall retain 50% of the Fee, less a \$100 administrative fee. Should Sponsor cancel the event after April 1, 2024, Sponsor shall be responsible for 100% of the Fee as a liquidated damages fee. IARS will submit an invoice to Sponsor for any still unpaid amounts due as a liquidated damages fee after receiving in writing Sponsor's cancellation request and any payment will be due to IARS within thirty (10) days after Sponsor's receipt of such invoice. Sponsor acknowledges that the amounts set forth in this Section 6 represent an agreed measure of compensation for the costs to IARS (including IARS's time and labor costs), and are not to be construed as a forfeiture or penalty.

7. CHANGES TO EVENT; RESERVATION OF RIGHTS

IARS reserves the right to change the live date and/or title of the Event, and to change and/or substitute speakers or moderators, in IARS's sole discretion as to what is best for the Event. IARS reserves the right (but has no obligation) to review the content or material to be presented or marketed by Sponsor, and to reject or remove any content or other material presented or marketed by Sponsor if IARS reasonably views such content as potentially obscene, derogatory, unlawful, violative of any third party's rights, or otherwise objectionable.

2024 ANNUAL MEETING

Presented by:



Sponsor Terms & Conditions *continued*

8. LICENSE TO USE SPONSOR'S TRADEMARKS AND CONTENT

Sponsor hereby grants to IARS a non-exclusive, worldwide, royalty-free license, solely in connection with the development, production, marketing, promotion and hosting of the Event and the archiving thereof as contemplated by this Agreement: to use, reproduce, digitize, publish, display and distribute materials incorporating Sponsor's designated trademarks or service marks; or otherwise furnished by or for Sponsor to IARS for the Event.

9. TERM; TERMINATION

This Agreement shall commence on the Effective Date and will remain in effect until the last scheduled archive date (as specified in the Timeline or otherwise in writing), unless earlier terminated by either party as permitted herein. Either party may terminate this Agreement on written notice if: (i) the other party becomes subject to any bankruptcy law and/or if the business of such other party is placed in the hands of a receiver, or trustee in bankruptcy, whether by voluntary act of such party or otherwise; or (ii) the other party breaches this Agreement, which breach is either not cured within thirty (30) days after receipt of notice from the non-breaching party or is incapable of being cured.

10. INDEMNITY

Sponsor shall indemnify and hold harmless IARS, its directors, officer, employees and agents from and against all claims, losses, damages, liabilities, costs or expenses, including reasonable attorneys' fees with respect to any third party claim against IARS to the extent arising out of (i) Sponsor's breach of Section 3 or Section 4; or (ii) content or any other materials supplied by or on behalf of Sponsor in e-mail marketing sent by Sponsor related to the Event, if any, or otherwise provided to IARS for inclusion in the Event or Event-related Blasts.

11. DISCLAIMER

Except as expressly set forth in this Agreement, neither party makes any other warranty with respect to any subject matter of this Agreement, and each party hereby disclaims all implied warranties, including without limitation the warranties of non-infringement, merchantability for a particular purpose. Neither party shall be liable to the other party for any indirect, incidental, consequential, special, exemplary, or punitive damages arising out of this Agreement or its termination, or the breach of any of its provisions, whether for breach of warranty or any obligation arising there from or otherwise, whether liability is asserted in contract or tort (including negligence and strict product liability), and irrespective of whether the parties have been advised of the possibility of any such loss or damage or any remedy specified in this Agreement fails of its essential purpose. The parties agree that, for the purposes of this provision, direct damages under this Agreement shall include any damages resulting from breaches of Section 3 or violations of the restrictions on use of the Registrant List in Section 4.

12. NO JOINT VENTURE

It is understood and agreed that IARS is an independent contractor, and nothing contained in this Agreement is intended, or shall be construed or deemed, to create a partnership, joint venture or agency relationship between the parties. Except as expressly provided herein, neither party shall have any right or power to bind the other or to assume or create any obligation for, on behalf of, or in the name of the other party.

13. NOTICES

Any notice under this Agreement must be in writing and will be deemed given when delivered personally or sent by facsimile transmission accompanied by simultaneous first-class mail or by air mail, postage prepaid, or by overnight courier, to Sponsor at the address listed above and to IARS as follows (or such other address as either party shall have communicated to the other in accordance with the provisions of this paragraph): International Anesthesia Research Society, 1630 N Main Street Box 80, Walnut Creek, CA 94596-4609.

2024 ANNUAL MEETING

Presented by:



Sponsor Terms & Conditions *continued*

14. FORCE MAJEURE

Neither party shall be liable by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, fires, flood, storms, acts of God, war, government action, terrorism, power outages or any other cause beyond the reasonable control of such party.

15. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of California, without giving effect to its conflicts or choice of law rules.

16. ENTIRE AGREEMENT; MISCELLANEOUS

This Agreement sets forth the entire agreement between the parties and supersedes any and all prior written or oral statements, discussions, communications and agreements between them with respect to the subject matter hereof. This Agreement may not be modified except in writing signed by the party to be charged with such modification, except that the parties may modify the Timeline by mutual agreement in writing. This Agreement, and any rights or obligations hereunder, may not be assigned by either party without the prior written consent of the other party, provided however, that IARS may assign this Agreement to an affiliate on written notice. This Agreement is binding upon and will inure to the benefit of the parties and their respective successors and permitted assigns. This Agreement may be signed by facsimile, with such facsimile being deemed an original for all purposes.