

# THE VIRTUAL MEDTECH CONFERENCE 2020

APPLICATION & CONTRACT  
FOR SPONSORSHIP &  
EXHIBITOR MARKETPLACE

ON DEMAND SEPT. 8 - OCT. 23 | LIVESTREAM AND PARTNERING OCT. 5 - 9

QUESTIONS? Email: [sales@advamed.org](mailto:sales@advamed.org)

Call: +1.571.839.4652

## COMPANY AND MAIN CONTACT INFO

Please provide contact information for the person who will be handling your sponsorship and/or company listing logistics.

Company Name:

Marketing Name (if different):

*This is how your company's name will appear in our promotional materials.*

Website URL:

Company type:

Company size (reportable domestic [U.S.] sales)

Sales less than \$100M

Sales over \$100M

Company category:

Manufacturer

Non-manufacturer

Investor

Venture

Hospital

Academic/Nonprofit/Government

Media

Are you an AdvaMed member?  Yes  No

Contact Name:

Title:

Mailing Address:

City/State/Country/  
Postal Code:

Phone:

Fax:

Email:

## BILLING INFO

Billing Contact:

Title:

Mailing Address:

City/State/Country/  
Postal Code:

Phone:

Email:

## SPONSORSHIP PACKAGE INCLUDES:

Total Fee:

# THE VIRTUAL MEDTECH CONFERENCE 2020

## SPONSOR & EXHIBITOR CONTRACT TERMS & CONDITIONS

Company hereby acknowledges to abide by all policies, rules, conditions and terms listed in this contract, published online, or published in printed materials. Company also agrees to abide by any and all additional policies, rules, conditions or regulations that are reasonably necessary to the success of the event, or the safety, well-being and interest of the Advanced Medical Technology Association (AdvaMed), and/or other attendees. AdvaMed shall retain the authority to interpret and enforce these rules. All matters not covered by these rules are subject to the discretion of AdvaMed. The sponsoring and/or exhibiting organization or its representative who fails to observe these conditions or the terms of the contract may be excluded from this and future events without refund. This agreement shall be governed by and construed in accordance with the laws of the District of Columbia. AdvaMed reserves the right to approve or deny any application to sponsor and/or exhibit that does not align with the mission and purpose of the event.

## CONTRACT TERMS

(Apply to all Sponsors & Exhibitors, hereinafter "Company") Application and Contract Information: To reserve a sponsorship or company listing complete the Sponsor/Exhibitor Contract and return it along with full payment. All reservations must be made on the official application. See First Right of Refusal and Space Assignment in the rules and regulations for additional deadlines.

**Fees and Payment:** Sponsorship and exhibit fees are set per the prospectus and/or through the sales process. A final invoice will be issued with the correct payment amount.

**Payment Schedule:** Full payment is due within thirty (30) days of submission of the contract or within thirty (30) days of invoicing unless otherwise outlined on the invoice.

**Late Payment:** Conference Management reserves the right to cancel a sponsorship and/or exhibit space for failure to remit payment per the payment schedule. Any payment not received thirty (30) days of the designated due date or thirty (30) days prior to the event will be subject to interest penalties and could result in termination of benefits.

**Cancellation of Contract:** All sponsorship and exhibit fees are non-refundable.

**Registration and Badges:** One full access registration is provided complimentary with each company listing. All companies wishing to register their personnel in advance must register online prior to the close of online registration.

**Use of The MedTech Conference Names, Logos and Floor Plan:** The names and logos of The MedTech Conference are the property of AdvaMed. References to these including place and dates may be made on corporate advertisements per the event branding guidelines.

**Data Protection:** For the purposes of this section, the terms "processing", "Personal Data", "controller", "data subject", "processor", "personal data breach" and "supervisory authority" shall bear the same meanings as set out in Regulation (EU) 2016/679, any legislation of the United Kingdom implementing the GDPR, and other EU legislative instruments and UK laws and regulations relating to ePrivacy (the "Data Protection Laws"). The parties acknowledge and agree that Sponsor/Exhibitor will retain and use certain of AdvaMed Personal Data for its own purposes and as such will be a controller in its own right of such Personal Data. For the avoidance of doubt, the parties are not joint controllers, as such Article 26 of the Regulation (EU) 2016/679 does not apply. Sponsor/Exhibitor shall comply with all Data Protection Laws applicable to controllers, shall process such Personal Data in accordance with its privacy policy, and shall not process such Personal Data for any other purpose or in any other manner except to the extent set forth in this clause and as otherwise may be required by the Data Protection Laws. Sponsor/Exhibitor agrees that it will process certain Personal Data only for the following "Stated Purpose":

*[insert description of purpose and types of personal data]*

Sponsor/Exhibitor warrants and represents, on behalf of itself, its employees, subcontractors and/or agents, the following: (i) it shall comply with all Data Protection Laws, including in relation to transfers of data to third countries; (ii) it shall not, without AdvaMed's prior specific written authorization, retain or otherwise process any other AdvaMed Personal Data in its capacity as a controller beyond that described in the Stated Purpose; (iii) it shall limit its processing as a controller to only that Personal Data that is necessary for the Stated Purpose; (iv) it shall retain such Personal Data only as necessary to fulfill the Stated Purpose and shall thereafter permanently destroy or put beyond use all such Personal Data or return such Personal Data to AdvaMed, at AdvaMed's discretion; (v) it shall promptly notify AdvaMed of a personal data breach affecting such Personal Data and shall provide reasonable assistance to and cooperate with AdvaMed in relation to such personal data breach.

Sponsor/Exhibitor shall and shall ensure that its employees, sub-contractors and/or agents comply with the following obligations:

- process the Personal Data securely at all times, including, as appropriate through the use of pseudonymizing and/or encryption technologies;
- ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; and
- regularly test, assess and evaluate the effectiveness of physical, technical and organizational measures and disaster recovery processes.

Sponsor/Exhibitor shall notify AdvaMed immediately if it becomes aware of, or reasonably suspects the occurrence of, any potential or actual personal data breach affecting the Personal Data and, in any event, within forty-eight (48) hours of identification to enable AdvaMed to comply with its obligation to notify the supervisory authority. Sponsor/Exhibitor shall provide reasonable assistance to AdvaMed to facilitate the handling of any personal data breach in an expeditious and compliant manner and for the Parties to consider what action may be required to respond to the personal data breach, including in relation to notification to any applicable supervisory authority guidance. Such notice shall, at a minimum:

- describe the nature of the personal data breach including, where possible, the categories and approximate number of (a) affected data subjects, and (b) data records, and (c) whether Personal Data was de-identified, pseudonymized, anonymized or encrypted;
- communicate the name and contact details of the Sponsor/Exhibitor data protection officer or other contact point in relation to the personal data breach;
- described the likely consequences of the personal data breach; and
- describe the measures taken or proposed to be taken by the Sponsor/Exhibitor to address the personal data breach including where appropriate, to mitigate its adverse effects.

In the event of a personal data breach affecting AdvaMed's Personal Data, Sponsor/Exhibitor shall:

- not make any public announcements relating to the personal data breach that may adversely affect AdvaMed;
- take all reasonable and appropriate corrective action, including without limitation and at its expense, provide notice to data subjects whose personal data may have been affected by such personal data breach, whether or not such notice is required by applicable data protection laws or guidance;
- permit AdvaMed to participate in any investigation, corrective action, and remediation process relating to the personal data breach;
- promptly provide, at no charge, such assistance and additional information to AdvaMed to enable it to assess whether it has any obligations to communicate the personal data breach to affected data subjects.

If AdvaMed is required to notify data subjects, Sponsor/Exhibitor will reimburse AdvaMed for all direct and indirect expenses and costs related to the personal data breach and any such payment to AdvaMed will not limit AdvaMed's right to recover damages it incurs as a result of Sponsor/Exhibitor personal data breach, but the amount of damages will be reduced by the amount paid under this paragraph.

Sponsor/Exhibitor shall grant to AdvaMed, or its appointed representatives, such access as is reasonably necessary to enable AdvaMed to inspect and audit to such premises, facilities, equipment, documents and electronic data owned or controlled by the Sponsor/Exhibitor and used by Sponsor/Exhibitor to process the Personal Data for the Stated Purpose under this Agreement. Sponsor/Exhibitor agrees and undertakes to indemnify on demand and keep indemnified AdvaMed and defend at its own expense, and hold AdvaMed harmless from and against any and all demands, claims, actions, proceedings, liabilities, costs, expenses (including legal expenses calculated on a full indemnity basis, and all other professional expenses and costs), losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, regulatory penalty, fine or penalties), injury or damages whatsoever incurred or suffered by AdvaMed or for which AdvaMed may become liable due to any failure by Sponsor/Exhibitor arising out of it or its employees, agents and/or subcontractors, of any of its data protection obligations under this Section.

## AUTHORIZED SIGNATURE

Print Name:

Date:

Signature: