



CannMed Sponsor and Exhibitor Terms and Conditions

1. The Agreement

1.1 These Terms and Conditions ("Terms") govern every sponsorship, exhibit space and related package (each a "Package") purchased for any CannMed-branded event, including the CannMed Innovation and Collaboration Summit, CannMed seminars and symposia (each an "Event"). Events are organized by Medicinal Genomics Corporation ("MGC").

1.2 The "Agreement" is the signed Sponsor/Exhibitor Order Form ("Order Form"), these Terms, the Event's exhibitor guide and any Special Terms addendum signed by MGC. If they conflict, the Order Form controls on price, payment schedule and Package contents; any Special Terms addendum signed by MGC controls on the sections of these Terms it expressly modifies; and these Terms control on everything else.

1.3 "Sponsor" means the company named on the Order Form, whether it buys a sponsorship, exhibit space or both. Terms in any purchase order or other Sponsor document have no effect, even if MGC accepts or signs it.

2. Acceptance and Eligibility

2.1 The Agreement is binding when Sponsor signs the Order Form (including electronically or by clicking "I agree") and MGC confirms acceptance in writing or by email.

2.2 MGC may decline any application, and may limit participation to companies whose products or services relate to the Event's scientific, testing, regulatory or business program.

2.3 The person signing confirms they are authorized to bind Sponsor.

3. Fees

3.1 Sponsor will pay the fees on the Order Form ("Fees"). Fees exclude taxes, which Sponsor will pay where applicable, and exclude venue services (electricity, AV, furniture, shipping, labor), which Sponsor orders and pays for separately.

3.2 All Fees are non-refundable except as stated in Sections 6 and 7.

4. Payment Schedule

4.1 Unless the Order Form states otherwise, 50% of the Fees is due within 15 days of signing, and the balance is due 60 days before the first day of the Event.

4.2 If the Agreement is signed within 60 days of the Event, 100% of the Fees is due at signing.



4.3 Unless the Order Form or a Special Terms addendum states otherwise, Sponsor must pay all amounts due, including accrued interest and collection costs, before MGC delivers any benefits, including logo placement, booth setup, passes, speaking slots or attendee lists.

4.4 Payment is by ACH, wire, check or credit card. MGC may add a card processing fee of up to 3%.

5. Late Payment and Collection

5.1 Any amount not paid when due bears interest from the due date until paid, at 1.5% per month (18% per year) or, if lower, the highest rate permitted by law. Interest runs before and after any judgment.

5.2 Sponsor will reimburse MGC's reasonable costs of collecting overdue amounts, including collection agency fees, court costs and reasonable attorney's fees.

5.3 If any amount remains unpaid ten (10) business days after MGC gives Sponsor written notice of non-payment, MGC may, without refund: (a) suspend or withhold any benefit; (b) release or resell Sponsor's booth or sponsorship; (c) refuse admission to Sponsor's staff; (d) apply any payment to the oldest balance Sponsor owes MGC, including balances for products or other Events; and (e) declare the entire unpaid balance of the Fees immediately due and payable.

5.4 Exercising these remedies does not reduce what Sponsor owes. Sponsor's payment obligations survive termination of the Agreement.

6. Cancellation or Reduction by Sponsor

6.1 Sponsor may cancel or reduce its Package only by written notice by email to sam.hindmarsh@medicinalgenomics.com. Cancellation takes effect when MGC receives the notice.

6.2 On cancellation, Sponsor owes the following share of total Fees, as liquidated damages and not as a penalty: (a) more than 120 days before the Event, 25%; (b) 61 to 120 days before, 50%; (c) 60 days or less, or failure to attend, 100%. MGC refunds any amount paid above that share within 30 days. Any unpaid portion of the share is due immediately.

6.3 A reduction in Package is treated as a cancellation of the difference in Fees.

6.4 The parties agree these amounts reasonably estimate MGC's losses, which are hard to calculate, including committed venue costs, printed materials and lost resale opportunity.

7. Event Changes, Postponement and Cancellation by MGC

7.1 MGC may change the Event's program, speakers, format, venue or dates. Changes do not entitle Sponsor to a refund, provided the Package's core benefits are substantially delivered.

7.2 If MGC postpones an Event, or moves it to another location or format, the Agreement continues and all Fees paid become a credit toward the rescheduled Event. If Sponsor does not want to attend the rescheduled Event, Sponsor may apply the credit to any other CannMed Event held within 18 months of the original date.



7.3 If no CannMed Event is held within 18 months of the original date, MGC will refund the Fees paid, less any third-party costs already incurred on Sponsor's behalf (such as booth furnishings or printed materials).

7.4 MGC is not liable for delay or failure caused by events beyond its reasonable control, including natural disasters, epidemics, government action or orders, changes in cannabis law or enforcement, venue unavailability, labor disputes, travel restrictions, war or terrorism ("Force Majeure"). In that case, Sections 7.2 and 7.3 are Sponsor's sole remedy.

7.5 Sponsor waives any other claim for costs it incurs because of a change, postponement or cancellation, such as travel, hotel or marketing costs.

8. Termination by MGC

8.1 MGC may terminate the Agreement, and remove Sponsor and its staff from the Event, without refund, if Sponsor: (a) fails to pay any amount within the cure period in Section 5.3; (b) breaches these Terms or the exhibitor guide; (c) displays products or makes claims MGC reasonably considers unlawful, misleading, unsafe or inconsistent with the Event; (d) disrupts the Event or harasses anyone; or (e) becomes insolvent.

8.2 MGC may also terminate for convenience on written notice. In that case MGC's only obligation is to refund Fees paid.

9. Sponsorship Benefits and Materials

9.1 MGC will deliver the benefits listed on the Order Form. Sponsor must provide logos, copy, ads and other materials ("Materials") by the deadlines MGC sets. If Sponsor misses a deadline, MGC may omit those Materials, and all Fees remain due.

9.2 Sponsor warrants that its Materials are accurate, lawful, do not infringe anyone's rights, and comply with applicable advertising rules. MGC may reject or edit Materials for format, length or compliance.

9.3 MGC does not guarantee attendance numbers, attendee mix, leads or business results.

9.4 Speaking slots and program content remain under MGC's editorial control. Sponsored presentations must be scientifically supportable and must disclose the sponsor relationship.

10. Exhibit Space and Conduct

10.1 MGC assigns booth locations and may change the floor plan or Sponsor's location for good reason.

10.2 Sponsor may not share, sublet or assign its space or Package without MGC's written consent.

10.3 Sponsor must staff its booth during exhibit hours, keep all displays within its space, follow move-in and move-out times, and comply with venue rules. Early teardown is not permitted.

10.4 Sponsor may substitute named staff before the Event at no charge. Badges are not transferable at the door.



10.5 Sponsor and its staff must follow the Event code of conduct. MGC may remove anyone who violates it, without refund.

11. Limitation of Liability

11.1 MGC is not liable for any indirect, incidental, consequential, special or punitive damages, or for lost profits, revenue, business or goodwill.

11.2 MGC's total liability arising from the Agreement or any Event is limited to the Fees Sponsor actually paid for that Event.

11.3 Sponsor is responsible for its own property. MGC and the venue are not liable for loss, theft or damage to Sponsor's property except to the extent caused by their gross negligence or willful misconduct.

12. Indemnity

Sponsor will defend, indemnify and hold harmless MGC, the venue and their officers, employees and agents from all claims, losses and costs (including reasonable attorney's fees) arising from: Sponsor's participation in the Event; its Materials, products, demonstrations or statements; its breach of the Agreement; its violation of any law; or injury or damage caused by Sponsor, its staff or contractors.

13. Insurance

Exhibitors must carry commercial general liability insurance of at least \$1,000,000 per occurrence and \$2,000,000 aggregate, naming MGC and the venue as additional insureds, and provide a certificate at least 30 days before the Event. MGC may refuse setup until it receives the certificate. Sponsors without exhibit space need insurance only where the venue requires it.

14. Names, Logos and Publicity

14.1 Sponsor grants MGC a non-exclusive, royalty-free license to use Sponsor's name and logo to promote the Event and identify Sponsor, before, during and after the Event.

14.2 MGC grants Sponsor a limited license to use the CannMed name and logo, in the form MGC supplies, only to promote its participation in that Event. The license ends after the Event and may be revoked on breach. Sponsor may not imply that MGC or CannMed endorses its products.

14.3 MGC may photograph, record and stream the Event, including Sponsor's booth and staff, and use the recordings for any purpose without payment.

15. Cannabis Products and Legal Compliance

15.1 No cannabis or THC-containing product may be displayed, sampled, sold, given away or consumed at any Event, regardless of state law. Hemp-derived products may be displayed or sampled only with MGC's prior written approval and in compliance with venue rules.



15.2 Sponsor will comply with all applicable federal, state and local laws, including advertising, health-claim and consumer protection laws, and holds any licenses its activities require.

15.3 Sponsor may take orders at the Event but may not make retail sales on site unless MGC approves in writing.

16. Attendee Data

Any attendee list or lead-scan data MGC provides may be used only for Sponsor's own follow-up related to the Event subject matter, in compliance with privacy and anti-spam laws, and may not be sold or shared. Attendees who opt out must be removed.

17. Governing Law and Disputes

17.1 Massachusetts law governs the Agreement, without regard to conflict-of-law rules.

17.2 Any dispute will be brought only in the state or federal courts located in Essex County or Suffolk County, Massachusetts. Each party consents to those courts' jurisdiction and waives any jury trial.

17.3 The prevailing party in any action to enforce the Agreement may recover its reasonable attorney's fees and costs.

18. General

18.1 The Agreement is the entire agreement on its subject and replaces prior discussions. Changes must be in writing signed by MGC.

18.2 MGC's delay in enforcing a right is not a waiver. MGC's acceptance of a late or partial payment, or agreement to change a payment schedule, does not waive any other or later default. If any provision is unenforceable, it will be enforced to the maximum extent allowed and the rest remains in effect.

18.3 Notices to MGC go to [CannMed contracts email] with a copy to [MGC finance email]. Notices to Sponsor go to the contact on the Order Form.

18.4 Sponsor may not assign the Agreement without MGC's consent. MGC may assign it to an affiliate or a successor running the Event.

18.5 Sections 5, 6, 7.5, 11, 12, 14, 16 and 17 survive termination or completion of the Event.

18.6 The parties are independent contractors. The Agreement may be signed electronically and in counterparts.