



TERMS AND CONDITIONS:

Each participating Company ("Vendor") shall be bound by the terms and conditions set forth herein (this "Agreement") and by such amendments as may be agreed in writing by Vendor and Endeavor in connection with certain events organized by ENDEAVOR.

1. Execution and submission of an Insertion Order or Statement of Work by Vendor and acceptance by ENDEAVOR, Vendor shall be entitled to participate in the Summits at the Event Site consistent with the terms and conditions of the private and confidential, preset appointment package all of which is set forth in Schedule 1 attached hereto and made a part hereof this Agreement (the "Package").
 - a. All packages include the specified number of badges, plus (i) the specified number of Private Boardroom Appointments or (ii) the theatre-style presentation.
 - b. ENDEAVOR has the sole right to determine the eligibility of any company or product for inclusion in the Summits. ENDEAVOR reserves the right to refuse registrants from outside of the Vendor's organization.
 - c. ENDEAVOR reserves the right to make adjustments in the scheduling of appointment times, as necessary.
2. Fees and Payment Policies
 - a. Vendor agrees to pay the fees set forth in Schedule 1 attached hereto and made part of this agreement (the "Package and Sponsorship Fees", also collectively referred to herein as, the "Fees").
 - b. Delivery of Payment. Payment must be remitted in accordance with the schedule and delivery instructions set forth in Schedule 1.
3. **Cancellation by Vendor.** ENDEAVOR must receive written notification from the Vendor of any cancellation. If the cancellation fee due to ENDEAVOR, as set forth below, exceeds the amount previously paid by Vendor to ENDEAVOR, Vendor must pay the balance to ENDEAVOR within thirty (30) days of cancellation. Subsequent reassignment of canceled boardroom appointments does not relieve the cancelling Vendor of the obligation to pay the cancellation fee.
 - a. If written notice of partial or full cancellation of the Package is received by ENDEAVOR after execution of this agreement, but sixty (60) days prior to the applicable Summit, the Vendor shall pay a cancellation fee equal to 50% of the Package Fees. This cancellation policy includes a reduction in the number of boardroom appointments set forth in Schedule 1.
 - b. If written notice of partial or full cancellation of the Package is received by ENDEAVOR on a date that is less than sixty (60) days prior to the applicable Summit, the Vendor shall pay a cancellation fee equal to 100% of the Package Fees. This cancellation policy includes reduction in number of boardroom appointments set forth in Schedule 1.
 - c. If Vendor fails to set up by 5 p.m. on the first day of the Summit, ENDEAVOR will consider the space abandoned. ENDEAVOR may use the allocated space in any way it deems appropriate. Vendor will be responsible for all Package Fees according to the cancellation policy set forth above. Further, Vendor will be responsible for any additional decorator charges required to convert the unused exhibit space into useful floor space.
 - d. If Vendor has not paid the Fees in full prior to setup, Vendor's participation badges and freight will be held until the Fees are paid in full and may result in abandonment as set forth in subsection c above.

4. **Cancellation of Event or Change of Event Date or Site.** In the event that ENDEAVOR, in its sole discretion, changes the Event Date or the Event Site, or cancels the Event, ENDEAVOR's sole liability to Vendor shall be to notify Vendor as far in advance as possible of such changes or cancellation. In the event that the Event is canceled, or the Vendor cannot attend the Event during the rescheduled time period, ENDEAVOR's sole responsibility shall be to refund all Fees previously paid by Vendor for the Event. Should ENDEAVOR terminate this Agreement pursuant to the provisions of this section, the Vendor waives claims for damage arising therefrom.
5. **Force Majeure.** ENDEAVOR will not be responsible for situations or events beyond its reasonable control impacting the Summit, including but not limited to, cancellation of the Summit. Such situation or events may include, but are not limited to: acts of God, (e.g. rainstorm, flood, wind, damage by the elements, earthquake, etc.), fire, strikes, acts or orders of governmental authorities, pandemic, disruptions in infrastructure or transportation systems, failure of individual responsibility and/or third-party responsibility.
6. **Anti-Trust and Other Laws.** Vendor assumes the sole responsibility to abide by all applicable Anti-Trust laws and Fair Competition trade practices, as well as all other applicable laws and regulations.
7. **Vendor Presentations, Materials and Giveaways.** The Vendor agrees that any presentation materials, products and materials shown, distributed, and/or given away will not be infringing or offensive in nature or content. Vendor acknowledges that some organizations have corporate policies that do not permit for the acceptance of gifts, no matter how small. The Vendor and its representatives agree to respect these policies and refrain from the distribution of gifts of any kind to these organizations or their representatives.
8. **Liability for Vendor Property.** Vendor is solely responsible for its own demonstration materials, products, and other property, and should insure products from loss or damage from any cause whatsoever. All property of Vendor in transit to or from or within the confines of the Event Site is in the care, custody, and control of the Vendor itself. ENDEAVOR or its suppliers or service providers shall bear no responsibility for lost, stolen, damaged, or abandoned materials. All property remaining in the Event Site after the end of the Event shall be subject to storage or disposal at the Vendor's expense, at the sole option of ENDEAVOR.
9. **Vendor's Liability and Hold Harmless.** Vendor assumes direct liability for all claims for personal injury and damages caused to the Event Site, its personnel or personal property that results from the act or negligence of the Vendor and its representatives and releases ENDEAVOR from any/all liability associated therewith. Vendor indemnifies and holds ENDEAVOR, and its affiliates, as well as their respective agents, employees, officers, and directors, harmless from and against any claims, loss, damage or expense, including reasonable attorney's fees, incurred by ENDEAVOR or any of the foregoing in connection with or as a result of any breach of this Agreement by Vendor or any claim for personal injury or property damage or otherwise brought by or on behalf of any third party person, firm, or corporation as a result of or in connection with the Event to the extent claims result from the direct or indirect act or negligence of the Vendor, its agents, or employees.
10. **Limitation of Liability.** ENDEAVOR'S ENTIRE LIABILITY TO VENDOR ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE FEES PAID HEREUNDER. IN NO EVENT SHALL ENDEAVOR BE LIABLE TO VENDOR FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, RELIANCE OR INDIRECT DAMAGES ARISING OUT OF OR RELATING TO THE EVENT, ITS CANCELLATION OR ANY CHANGES IN EVENT SITE, EVENT DATE OR OTHERWISE, WHETHER SUCH CLAIM IS BASED IN CONTRACT OR TORT, AND WHETHER OR NOT ENDEAVOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
11. **No Joint Venture.** No Party shall have any right, power or authority to enter into any agreement for or on behalf of, or to incur any obligation or liability for, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, joint venture, co-ownership, or partnership between the Parties or to impose any partnership obligation or liability upon either Party. It is the express intent of the Parties hereto that neither a partnership nor joint venture is created between the Parties under this Agreement.
12. **Entire Agreement.** This Agreement supersedes any and all other agreements, whether oral or in writing, between the

Parties with respect to the Fees, the Package and any other subject matter contained herein, and this Agreement contains all of the covenants and agreements between the Parties with respect to the Fees, the Package and any other subject matter contained herein, in any manner whatsoever. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, that are not embodied in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the Party to be charged.

13. **Notices.**

a.

- i. **Form of Notices.** All notices permitted or required to be given under this Agreement shall be in writing and shall be deemed duly given: (i) upon receipt of confirmation sheet, when sent by facsimile transmission, with confirmation sheet received; (ii) upon delivery as confirmed by the courier, when delivered by overnight courier; (iii) upon delivery as confirmed by the courier, if delivered by personal delivery; or (iv) upon the sender's receipt of the "return receipt" for any notice that is deposited in the mail, postage prepaid, certified, return receipt requested. Except as otherwise provided herein, email shall not constitute "writing" for purposes of this Agreement.
- ii. **Destination of Notices.** All notices shall be delivered or sent to the Parties at their respective address(es) or number(s) shown below or to such other address(es) or number(s) as a Party may designate by prior written notice given in accordance with this provision to the other Party:

14. **If to ENDEAVOR:**

Endeavor Business Media
dvalle@endeavorb2b.com
Attn: David Valle
Phone: 1-470-294-2595

With a copy to:

Legal@Endeavorb2b.com

15. **Assignment.** The Event is owned and managed by Endeavor Business Media, LLC. Sponsor understands and agrees that it may not assign this Agreement, in whole or in part, or any rights thereunder to any third party without the prior written permission of Endeavor.
16. **Severability.** If any provision hereof is held invalid or unenforceable by any governmental authority of competent jurisdiction, or as a result of future legislative action, this will be strictly construed and will not affect the validity or effect of any other provision hereof, and the Parties shall endeavor in good faith to replace such invalid or unenforceable provision with a valid and enforceable provision which achieves the purposes intended by the Parties to the greatest extent permitted by law.
17. **No Third Party Beneficiaries.** This Agreement is intended solely for the benefit of the Parties and is not intended for the benefit of any third parties.
18. **Compliance with Laws.** Sponsor agrees to comply with and be bound by all laws of the United States and the local jurisdiction where the venue is located and rules and regulations of the local Police and Fire Department and those policies and criteria which have been established by Endeavor or the venue for use of the areas designated.
19. **Disputes.** Endeavor and Sponsor agree that any dispute arising out of this Agreement shall be governed by the laws of the State of Tennessee, without regard for choice of laws rules, and in any suit arising therefrom the Sponsor hereby agrees to consent to the jurisdiction of the courts of the State of Tennessee, and that venue for any such suit shall lie in the state or federal courts located in Davidson County, Tennessee. If any part of this agreement is deemed to be invalid, the remainder

of the agreement shall remain in force to the greatest extent permitted by law. Sponsor further agrees that, with or without notice or demand, Sponsor shall reimburse Endeavor for all expenses (including reasonable attorney's fees, collection fees and court costs) incurred by Endeavor in connection with any indebtedness of Sponsor or the collection thereof.

20. **OTHER MATTERS.** This Agreement is deemed an offer by Endeavor to Sponsor and Sponsor's acceptance indicated acceptance in full of the terms and conditions of this Agreement and will bind both parties thereto. This Agreement contains the entire agreement of the parties hereto with respect to the matters contained herein and may not be modified, discharged or terminated except by a written instrument, signed by the party to be charged. All matters not expressly covered in the Agreement are subject to the reasonable decision of Endeavor, which decision shall be final. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.