

#### 1. DEFINED TERMS

The term "Event" means The Four Corners Virtual Expo, scheduled to be held on September 30, 2020 (the "Event Dates") on the Hopin.to website (the "Platform"). The Event is owned, produced and managed by Arizona Promotional Products Association ("AzPPA") and the Rocky Mountain Promotional Products Association ("RMRPPA"). As used hereinafter, the term "Organizer" means, collectively, AzPPA and RMRPPA, and each of their officers, directors, agents, affiliates, representatives, employees and assigns, unless the context requires otherwise. The term "Exhibitor" means, collectively, (i) the company or person that applied for exhibit space rental and agreed to enter into this contract upon acceptance by AzPPA and RMRPPA in the manner stated below and (ii) each of its officers, directors, employees, contractors, agents, representatives and/or invitees, as applicable.

#### 2. PURPOSE

The primary purpose of the Event and AzPPA and RMRPPA sponsored shows is to provide distributors exposure to suppliers' promotional products, premiums and business gifts and to provide appropriate educational forums and opportunities. The secondary purpose of sponsored shows is to provide distributor principals and their qualified designees and other members exposure to members' business services and products that facilitate and enhance the supply chain of suppliers' products through distributors to end users.

#### 3. CONTRACT ACCEPTANCE

This contract shall become binding and effective when it has been entered in the on-line registration system by Exhibitor and accepted as valid by a duly authorized by a representative of Organizer. Evidence of contract acceptance will be a formal confirmation of assigned space and the related financial specifics. The final exhibit space specifics and/or location may be different from the Exhibitor's original requests.

#### 4. ASSUMPTION OF RISKS; RELEASES

Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to the person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. Exhibitor has sole responsibility for its property or any theft, damage, or other loss to such property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither Organizer nor the Platform accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither the Organizer nor the Platform shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities described in this paragraph.

#### 5. INDEMNIFICATION

Exhibitor shall indemnify, defend (with legal counsel satisfactory to Organizer), and hold Organizer and the Platform harmless from any claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees and expenses which result from or arise out of or in connection with: (a) Exhibitors' participation or presence at the Event, (b) a breach by Exhibitor of any agreements, covenants, promises or other obligations under this contract (c) any matter for which Exhibitor is otherwise responsible under the terms of this contract; (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from the actions of Exhibitor; (f) harm or injury (including death) to Exhibitor; and (g) loss of or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise.

#### 6. LIMITATION OF LIABILITY

Under no circumstances shall Organizer or the Platform be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions, whether or not apprised of the possibility of any such lost profits or damages. In no event shall Organizer's maximum liability under any circumstance exceed the amount actually paid to RMRPPA by Exhibitor for exhibit space rental pursuant to this contract. Organizer makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or regarding any other matters.

#### 7. QUALIFICATIONS OF EXHIBITOR

Organizer, in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the Event. Eligibility is generally limited to Supplier, Multi-Line Representatives, and Business Services Exhibitors, who are in good standing with AzPPA and RMRPPA and current in payment of dues and all other charges invoiced by AzPPA and/or RMRPPA. Organizer reserves the right to restrict or remove any exhibit, which Organizer, in their sole discretion, believe, is objectionable or inappropriate.

#### 8. VIRTUAL SPACE AND ASSIGNMENT

Initial assignments of space will be determined by type of registration. Following the space allocation, space will be assigned on a first-come, first-serve basis. Exhibit space shall be assigned by Organizer in their sole discretion for the Event and for the Event Dates only. Any such assignment does not imply that similar space will be assigned for future Events.

#### 9. CANCELLATION BY EXHIBITOR

If Exhibitor desires to cancel this agreement, Exhibitor may only do so by giving notice in writing sent to the Organizer with evidence of receipt. If written notice of cancellation is received after September 7, 2020, all paid exhibit fees will be forfeited by the exhibitor. If written notice of cancellation is received prior to September 7, 2020, Exhibitor will be liable for 50% of the total exhibit fees. No refunds or credits will be extended after September 7, 2020.

#### 10. CANCELLATION BY ORGANIZER

If Exhibitor fails to make a payment required by this contract in a timely manner, Organizer may terminate this contract (and Exhibitor's participation in the Event) without further notice and without obligation to refund monies previously paid. Organizer reserve the right to refuse Exhibitor access to Platform if Exhibitor is in arrears of any payment due. Organizer is expressly authorized (but have no obligation) to terminate virtual spaces vacated or made available by reason of action taken under this paragraph in such manner, as it may deem best, and without releasing Exhibitor from any liability hereunder. Organizer may also terminate this contract effective upon written notice of termination if Exhibitor breaches any of its obligations under this contract, without any obligation on Organizer's part to refund any payments previously made and without releasing Exhibitor from any liability arising as result of or in connection with such breach.

#### 11. CANCELLATION OF THE EVENT

If Organizer cancels the Event due to circumstances beyond the reasonable control of Organizer (such as acts of God, acts of war, governmental emergency, severe weather, a labor strike or unavailability of the Platform), Organizer shall refund to each Exhibitor its exhibit space rental payment previously paid in full satisfaction of all liabilities of Organizer to Exhibitor. Organizer reserves the right to cancel, re-name the Event or change the dates or Platform on which it is held. If Organizer changes the name of the Event, changes the Platform or dates for the Event to dates that are not more than 30 days earlier or 30 days later than the dates on which the Event originally was scheduled to be held, no refund will be due to Exhibitor, but Organizer shall assign to Exhibitor, in lieu of the original virtual access, such other access as Organizer deems appropriate and Exhibitor agrees to use such access under the terms of this contract. If Organizer elects to cancel the Event other than for a reason previously described in this paragraph, Organizer shall refund to each Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of all liabilities of Organizer to Exhibitor.

#### 12. LISTINGS AND PROMOTIONAL MATERIALS

By exhibiting at the Event, Exhibitor grants to Organizer, a fully paid, perpetual non-exclusive license to use, display and reproduce the name, trade names and product name, of Exhibitor in any directory (print, electronic or other media) listing the exhibiting companies at the Event and to use such names in Organizer's promotional materials. Organizer shall not be liable for any errors in any listings or descriptions or for omitting any Exhibitor from the directory or other lists or materials. Organizer may also capture screenshots and video of Exhibitor's virtual space during, before or after the open hours of the Event and use such photographs for any AzPPA and RMRPPA promotional purpose.

#### 14. TAXES AND LICENSES

Exhibitor shall be solely responsible for obtaining any licenses, permits or approvals under federal, state or local law applicable to its activities at the Event. Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, or other fees, charges, levies, or penalties that become due to any governmental authority in connection with its activities at the Event.

#### 15. OBSERVANCE OF LAWS

Exhibitor shall abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Platform.

#### 16. ADDITIONAL TERMS AND CONDITIONS

Organizer has sole control over attendance policies. Except as provided to the contrary in this contract, all monies paid by Exhibitor shall be deemed fully earned and non-refundable at the time of payment. Exhibitor shall conduct itself at all times in accordance with normal standards of decorum and good taste. In addition to its right to close an exhibit and withdraw acceptance of the contract, Organizer in their sole judgment may refuse to consider for participation in future Events an Exhibitor who violates or fails to abide by the contract and any of the accompanying rules and regulations. Any amendment to this contract must be in writing and signed by an authorized representative of Organizer. Exhibitor may not assign this contract, or any right hereunder, nor may Exhibitor sublet or license all or any portion of its virtual access.

#### 17. INCORPORATION OF RULES AND REGULATIONS

Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this contract shall be subject to determination by Organizer in their sole discretion. Organizer may adopt rules and regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to the Exhibitor. Any such rules and regulations (whether or not included in an Exhibitor Service Kit or similar document) are an integral part of this contract and are incorporated herein by reference. Exhibitor shall observe and abide by additional regulations made by Organizer as soon as these additional rules or regulations are communicated to Exhibitor. This contract (including the Exhibitor Service Kit and any additional rules or regulations adopted by Organizer from time to time states the entire agreement of the parties with respect to the subject matter hereof. These regulations are considered terms and conditions of the contract agreed to by the exhibitor at the time the exhibitor contract is signed.