



January 11-14, 2021  
ppai.org/Expo-D2U

PPAI ID: \_\_\_\_\_ Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Tradeshow Contact Name: \_\_\_\_\_ Tradeshow Contact Email: \_\_\_\_\_

### Exhibit Opportunities:

#### BASE BOOTH

- 2 booth materials
- 5 featured products
- 2 staff

PPAI Member: \$995 \$ \_\_\_\_\_

PPAI Associate: \$1,995 \$ \_\_\_\_\_

Add Pre-show Email: \$250 \$ \_\_\_\_\_

Add Post-show Email Blast: \$250 \$ \_\_\_\_\_

Base Booth TOTAL \$ \_\_\_\_\_

#### STANDARD BOOTH

- 5 booth materials
- 10 featured products
- 4 staff
- 1 pre-show e-mail blast

PPAI Member: \$1,695 \$ \_\_\_\_\_

PPAI Associate: \$2,695 \$ \_\_\_\_\_

Add Post-show Email Blast: \$250 \$ \_\_\_\_\_

Standard Booth TOTAL \$ \_\_\_\_\_

#### ENGAGED BOOTH

- 10 booth materials
- 25 featured products
- 6 staff
- 1 pre-show e-mail blast

PPAI Member: \$2,195 \$ \_\_\_\_\_

PPAI Associate: \$3,195 \$ \_\_\_\_\_

Add Post-show Email Blast: \$250 \$ \_\_\_\_\_

Engaged Booth TOTAL \$ \_\_\_\_\_

#### OPTIMIZED BOOTH

- 15 booth materials
- 50 featured products
- Unlimited staff
- 1 pre-show e-mail blast

PPAI Member: \$2,695 \$ \_\_\_\_\_

PPAI Associate: \$3,695 \$ \_\_\_\_\_

Add Post-show Email Blast: \$250 \$ \_\_\_\_\_

Optimized Booth TOTAL \$ \_\_\_\_\_

EXHIBIT OPPORTUNITIES - TOTAL (A) \$ \_\_\_\_\_

### Promotional Opportunities:

- Registration Sponsor** Exclusive Opportunity: \$6,000 \$ \_\_\_\_\_
- Product Pavilion Sponsorship** Exclusive Opportunity: \$6,000 \$ \_\_\_\_\_
- Product Pavilion**
- New \$250/product (x quantity \_\_\_\_\_) = \$ \_\_\_\_\_
  - Made In USA \$250/product (x quantity \_\_\_\_\_) = \$ \_\_\_\_\_
  - Green \$250/product (x quantity \_\_\_\_\_) = \$ \_\_\_\_\_
  - PPE \$250/product (x quantity \_\_\_\_\_) = \$ \_\_\_\_\_

Enter product name and/or product ID below for each entry.  
For TBD entries, list a date for follow up.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- Product in Product Spotlight Video\*** Limited Availability: \$250/product \$ \_\_\_\_\_  
*\*Must have an entry in the product pavilion*
- Email Sponsorship** Limited Availability: \$500/email \$ \_\_\_\_\_
- Product Category Feature** Limited Availability: \$250/spot \$ \_\_\_\_\_
- Featured Exhibitor** Limited Availability: \$750 \$ \_\_\_\_\_

- Education Sponsor** Exclusive Opportunity: \$6,000 \$ \_\_\_\_\_
- Education Track Sponsor** Limited Availability: \$6,000 \$ \_\_\_\_\_
- Education Session** Limited Availability: \$1,500 \$ \_\_\_\_\_
- Message Alert** Limited Availability: \$1,500 \$ \_\_\_\_\_
- Networking Event Sponsors** Limited Availability: \$2,500 \$ \_\_\_\_\_  
Limited to 3 non-competing sponsors per event
- Virtual Pop-Up Sponsor** Exclusive per day: \$2,500 \$ \_\_\_\_\_
- Crossy Booth Game Sponsorship** Exclusive Opportunity: \$3,000 \$ \_\_\_\_\_
- Product for Standard Product Mailer** Limited Availability: \$1,000/product \$ \_\_\_\_\_
- Product for Premium Product Mailer** Limited Availability: \$1,000/product \$ \_\_\_\_\_
- PPAI Expo Direct-2-You Website Ad** Limited Availability: \$1,000 \$ \_\_\_\_\_
- Custom Option 1** \_\_\_\_\_ \$ \_\_\_\_\_
- Custom Option 2** \_\_\_\_\_ \$ \_\_\_\_\_

PROMOTIONAL OPPORTUNITIES - TOTAL (B) \$ \_\_\_\_\_

Total (A) \$ \_\_\_\_\_

Total (B) \$ \_\_\_\_\_

A+B = TOTAL AMOUNT DUE \$ \_\_\_\_\_

As of 10.21.2020

### Payment Information

Please return contract with full payment to:

Promotional Products Association International, 3125 Skyway Circle N., Irving, TX 75038

To remit payment by check please make payable to:  
Promotional Products Association International

To remit payment by credit card (Visa, American Express, Mastercard) please call:  
Sandy Mendoza at 972-258-3019

Note: Signing this contract authorizes PPAI to charge Exhibitor for Exhibit Space and Promotional Opportunities. I/we understand this application becomes a binding contract when accepted by PPAI. I affirm Exhibitor has read and accepts and agrees to abide by the rules and regulations published on this form, the Exhibitor Service Kit and any subsequent additions, and I affirm that I am authorized by Exhibitor to bind Exhibitor to the PPAI Expo Direct-2-You 2021 rules and regulations.

Exhibitor Signature

Date

Printed Date

**The following PPAI EXPO Direct-2-You 2021 Virtual Booth Contract Terms and Conditions, Rules and Regulations (collectively, the “agreement” or “contract”) are accepted and binding upon the Exhibitor for the PPAI EXPO Direct-2-You 2021 Events in order to exhibit at the Events as hereinafter described.**

In consideration of being permitted to exhibit at the PPAI EXPO Direct-2-You 2021 Events, Exhibitor hereby accepts and agrees to the following terms and conditions of agreement:

### 1. DEFINED TERMS

The term “PPAI” means and refers to Promotional Products Association International.

The term “Exhibitor” or “you” means and refers to the company or person that applied for virtual exhibit space rental and agreed to enter into this contract upon acceptance by PPAI in the manner stated below.

The term “Events” means the PPAI-branded, owned, managed and produced tradeshow event called PPAI Expo Direct-2-You and its ancillary and connected event activities, scheduled to be held on January 11-14, 2021 (the “Event Dates”) via a virtual platform (the “Virtual Platform”).

The term “SAGE” refers to Quick Technologies, Inc. d/b/a SAGE, which is PPAI’s third-party software and Virtual Platform services provider, engaged to facilitate PPAI’s production of the Events.

“PPAI Marks” means the various trademarks and service marks used by PPAI, including without limitation “PPAI,” “PPAI EXPO” and “PPAI Expo Direct-2-You.”

“Exhibitor Content” means (i) Exhibitor’s company name, line name, logos, and other identifying and contact information; and (ii) all text, images, products, booth materials, videos, and other assets that are uploaded by Exhibitor to the Virtual Platform.

“Visitor Data” means any contact information made available to Exhibitor by PPAI that is collected from the Virtual Show registrants, exhibitors or attendees.

“Proprietary Information” means (i) SAGE’s virtual tradeshow platform; (ii) the Visitor Data; (iii) ideas, comments, feedback, and suggestions related to the Virtual Platform, any other products or services of PPAI or SAGE, or PPAI or SAGE’s business; and (iv) any derivative works of the foregoing.

### 2. PURPOSE

Exhibit privilege for PPAI Expo Direct-2-You is open to North American Supplier and Business Services members who are in good standing with PPAI and current in payment of dues and all other charges invoiced by PPAI and have executed the exhibitor’s contract. North American firms that are qualified PPAI Associate (formerly UPIC subscribers) companies may exhibit if they are in good standing with PPAI, have executed the exhibitor’s contract and paid all related non-member fees.

The primary purpose of PPAI Expo Direct-2-You and PPAI-sponsored shows is to provide distributors and qualified resellers exposure to suppliers’ promotional products, premiums and business gifts and to provide appropriate educational forums and opportunities.

The secondary purpose of PPAI Expo Direct-2-You and PPAI-sponsored shows is to provide distributors (and their qualified designees), other members and resellers exposure to business services, products and equipment that facilitate and enhance the supply chain of suppliers’ products through distributors to end buyers.

Equipment, machinery, parts or materials used in the production or decoration of promotional products, and exhibited for the purposes of distribution, sale or resale, may also be exhibited at PPAI Expo Direct-2-You. Such equipment, machinery, parts or materials are those typically used in the awards and recognition, decorated apparel and digital printing industries.

PPAI reserves the right to decline any request for exhibitor privileges if it is not in the best interest of PPAI Expo Direct-2-You or other applicable PPAI-sponsored shows, as determined by PPAI in its sole discretion.

### 3. CONTRACT ACCEPTANCE

This contract shall become binding and effective only when it has been accepted in writing electronically or otherwise by Exhibitor, and accepted as valid by a duly authorized representative of PPAI. Evidence of contract acceptance will be a formal confirmation and the related financial specifics. The final exhibit space and/or location may be different from the Exhibitor’s requests.

### 4. ELIGIBILITY OF EXHIBITOR

PPAI, in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the PPAI Expo Direct-2-You, as defined in Clause 2: Purpose. PPAI reserves the right to restrict or remove any exhibit or promotional opportunity which PPAI, in its sole discretion, believes it is objectionable or inappropriate at PPAI Expo Direct-2-You events.

The PPAI Expo Direct-2-You Events are open to verified promotional products distributors and exhibitors ONLY. By applying for exhibition access and by exhibiting in the Events, Exhibitor represents and agrees that:

- Booth staff are a bona fide employees or independent contractors of the exhibiting company.
- The company contact information that you provided is completely accurate and truthful.
- You will not give your company login credentials or unique entrance

URL to any party not affiliated with exhibiting company.

D. You will not allow any third party who is not a bona fide employee or independent contractor of your company to access the Events displayed through the Virtual Platform.

E. You will not record or attempt to record any of the live or pre-recorded sessions within the show.

Effective for all PPAI events and publications, any company that wants to gain access to the PPAI marketplace (through trade-show exhibit space, sponsorships and advertising) is required to obtain Product Safety Aware status. Each company must designate a roster employee to serve as a Product Safety Ambassador.

The roster employee must complete four hours of the specified product safety education or qualify under alternate criteria including, but not limited to, PRAG membership, PPAI Product Safety Summit attendance, primary active QCA compliance contact status (distributors and suppliers) or ICPHSO attendance, in order for the company to receive the Product Safety Aware status. (<http://www.ppai.org/inside-ppai/product-safety>) includes FAQ’s and list of specified product safety education. Product Safety Ambassadors must complete two hours of product safety education every two years to maintain their status.

For PPAI Expo Direct-2-You, Product Safety Aware status must be obtained by 5pm Friday, January 8, 2021. Any company not obtaining the Product Safety Aware status by the established deadline date and time will have their exhibit space cancelled and exhibit removed at the exhibiting company expense in accordance with Section 10, Cancellation by PPAI. No refunds will be granted.

### 5. SPECIAL NOTICES FOR PPAI Expo Direct-2-You 2021 EVENTS

#### A. Priority Points

PPAI member firms, excluding Multi-Line Reps, earn one priority point for each year of membership, one point for each PPAI tradeshow at which they exhibit, and one point if they exhibit at all PPAI tradeshow within the calendar year. The point for membership is awarded annually upon renewal; the point for exhibiting is awarded at the end of the tradeshow; the point for exhibiting at all tradeshow is awarded after the last PPAI tradeshow for that calendar year.

#### B. Payments

Exhibitors have two options for payment of their booth fees for PPAI Expo Direct-2-You. The Pay in Full Option and Deposit Pay Option. Only members as defined in Section 2 may participate in the Deposit Pay Option. Companies choosing the Deposit Pay Option are liable for 100% of the total booth cost in the event of cancellation by the exhibitor. An Exhibitor that cancels, downsizes, or fails to exhibit at PPAI Expo Direct-2-You 2021 is still 100% liable for all outstanding balances of contracted booth space, including upcharges, and will not be allowed to exhibit at future PPAI events until the outstanding balances are paid in full.

#### C. Accommodations

PPAI wants to ensure that Exhibitors or their approved and qualified attendees with a hearing impairment or other disability are able to enjoy and, as applicable, participate in the Events. PPAI has a number of ways to accommodate attendees in this regard. However, if you need, or will request an accommodation, such as closed captioning, in order to effectively enjoy or participate in the Events or portions thereof, you must contact PPAI in advance so that PPAI may work with you to determine what type of auxiliary aid may be needed and available to ensure effective communication during the Event programming. Please contact [expositions@ppai.org](mailto:expositions@ppai.org) for this purpose.

### 6. ASSIGNMENT OF SPACE

Only companies returning the signed contract by the designated deadline dates as determined and published by PPAI are eligible to participate in PPAI Expo Direct-2-You. Exhibit space shall be assigned for the Event Dates only. Any such assignment does not imply that similar space will be assigned for future Events.

Exhibitor’s booth location will be assigned by or for PPAI in its sole discretion and is subject to change by PPAI at any time for any reason. Exhibitor may use its booth space for the sole purpose of marketing and promoting its own products and services, or, in the case of multi-line reps only, for the sole purpose of marketing and promoting the products of suppliers whom the multi-line rep represents. Exhibitors may not discuss or hand out materials or products on behalf of third parties. Booths may not be re-sold, transferred, leased, subleased, or otherwise provided to any third party. Exhibitor shall not solicit, conduct business or distribute any promotional or marketing materials outside of Exhibitor’s own booth.

PPAI reserves the right to prohibit Exhibitor from exhibiting, in whole or in part, for any reason. In the event that PPAI chooses to prohibit Exhibitor from exhibiting without cause PPAI shall reimburse Exhibitor for the unused fees associated with such show on a pro-rated basis; provided that Exhibitor has not breached or threatened to breach this Agreement. PPAI may decide in its sole discretion which exhibitors and attendees may enter the Virtual Platform for exhibiting or otherwise. Exhibitor shall only register to obtain badges for personnel who are either (a) its own employees or (b) bona fide independent contractors who are legitimately working for Exhibitor in connection with the show. Badges are non-transferrable and are subject to revocation by PPAI in its discretion at any time.

Exhibitor shall be solely responsible for any licenses, approvals, or permits that it requires in order to exhibit at the Show, as well as any

taxes, levies, charges, penalties, or other charges related to its exhibition at the Show.

In the event PPAI affords opportunities for exhibitors to participate in a product pavilion at the Events, the following rules shall apply: Each entry may contain only the number of products assigned by PPAI for the pavilion. Certain product pavilions may have specific eligibility requirements, all of which must be met in PPAI’s sole discretion for the product to be included. Products may be displayed at the sole discretion of PPAI. No refunds will be made for products that are not submitted in a timely manner.

### 7. EXHIBITION RULES

Exhibitor and all Exhibitor personnel shall at all times abide by all rules published by PPAI for the PPAI Expo Direct-2-You Events and any applicable local, state, and federal laws, regulations, and ordinances. Without limiting the foregoing, Exhibitor and all Exhibitor personnel shall abide by the following rules:

- Booths must be presentable and in good taste.
- Exhibits must be open and staffed on every official exhibit day for the full duration of the listed exhibit hours and must be closed at all other times.
- All communication (whether via text chat, video calls, etc.) within the Virtual Platform must be professional and courteous. Foul language or any disparaging or otherwise inappropriate comments, images or other materials are strictly prohibited.
- Without PPAI’s prior written approval, Exhibitors may not, either prior to or during the Events, solicit or attempt to solicit attendees or other exhibitors at the Events to attend any other physical or online show or large-scale meeting or conference during the hours of the Show. Exhibitor may, however, provide links to use third-party video conferencing tools to talk solely to Exhibitor if desired.
- Exhibitor shall not perform, or attempt to perform, any automated functions or scripts within the Virtual Platform or take any action that is intended to disrupt the normal operation of the Virtual Platform in any way.

In addition to the foregoing, Exhibitor and its attendees and staff are expected to abide by the PPAI Virtual Live Code of Conduct, which include the following:

- PPAI prohibits any form of discrimination or harassment, including but not limited to gender, sexual orientation, disability, race, ethnicity, religion, national origin or other protected class.
- No person may interfere with the activities of a participant, exhibitor, speaker, or moderator during the streaming event, and/or chat room.
- Behavior of an insulting, intimidating, rude, distracting, or disruptive nature is forbidden.
- Derogatory posts against a participant, exhibitor, speaker, or moderator or within chat rooms and virtual booths will be cause for action by the moderator.
- All participants must comply with the instructions of the designated moderator.

PPAI Expo Direct-2-You relies on the professionalism and ethics of its attendees to maintain a positive and productive event environment. PPAI reserves the right to take appropriate action, including removal from the live streaming and or virtual platform without warning or refund, in response to behavior that is deemed disruptive, and reserves the right to prohibit either the noncompliant individual or company from exhibiting or attending future events, virtually and/or in person.

### 8. EVENT CONTENT LICENSE, LISTINGS AND PROMOTIONAL MATERIALS

Exhibitor grants to PPAI and SAGE a fully paid up, royalty-free, non-exclusive, perpetual, worldwide license to use, display, disclose, reproduce, and distribute the Exhibitor Content in connection with the marketing, promotion, and provision of the Events. Exhibitor shall be fully and solely liable for all Exhibitor Content, and neither PPAI nor SAGE will be responsible for any error or omissions related to any Exhibitor Content.

By exhibiting at PPAI Expo Direct-2-You, Exhibitor further grants to PPAI 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 PPAI Expo Direct-2-You and to use such names in PPAI promotional materials. PPAI 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. PPAI may also take photographs and videos with sound of Exhibitor’s virtual booth space, exhibit and personnel during, before or after the open hours of PPAI Expo Direct-2-You and use such photographs and videos with sound for any PPAI promotional purpose. Exhibitor consents to such photos/videos and PPAI’s use of same.

Exhibitor shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Events unless Exhibitor has obtained all necessary rights and, where applicable, paid all required royalties, fees or other payments associated with such materials.

### 9. VISITOR DATA LICENSE

Lead retrieval services may be built directly into the Virtual Platform. Exhibitor may use the Visitor Data obtained through the lead retrieval functions in accordance with the following provisions.

Subject to the terms and conditions of this Agreement, PPAI grants to Exhibitor a personal, non-exclusive, non-transferable, non-assignable license to use Visitor Data provided by PPAI or through SAGE or acquired by Exhibitor through the legitimate lead retrieval functions within the

PPAI Expo Direct-2-You Virtual Platform solely for the purpose of sending marketing mailings, samples or other business communication related to Exhibitor's own products and services to the contacts contained within the Visitor Data. Except for the express license granted to Exhibitor in this Agreement, PPAI does not grant to Exhibitor, and Exhibitor shall not have any other licenses, whether express or implied, to the Visitor Data or any other intellectual property owned by or licensed to PPAI or SAGE.

Exhibitor shall not (a) allow access to, disclose, transfer, reproduce, or distribute the Visitor Data except as required to exercise the express right granted herein; (b) make derivative works of the Visitor Data or combine such data with any other database; or (c) use the Visitor Data in connection with any illegal, distasteful, immoral, dishonest, or fraudulent activity; (d) use the Visitor Data in a manner that may damage or injure a third party in any way, infringe the intellectual property or privacy rights of any person or entity, or be detrimental to PPAI or SAGE; or (e) send unsolicited email or forge header information.

Use of the Visitor Data is at Exhibitor's sole risk and liability.

#### 10. CONFIDENTIALITY

Exhibitor acknowledges that the Proprietary Information constitutes valid, proprietary trade secrets of PPAI and/or SAGE, and is protected by intellectual property laws. Exhibitor shall use the Proprietary Information solely in connection with Exhibitor's bona fide exhibition at the Events. Exhibitor shall not provide any statistical information regarding the Proprietary Information to any third party, including without limitation any competitor of PPAI or SAGE. Exhibitor shall promptly report a breach of this section to PPAI and Exhibitor acknowledges that any breach will result in irreparable harm to PPAI or SAGE.

#### 11. EXHIBITOR WARRANTIES

Exhibitor represents and warrants that (i) it has the authority to enter into this Agreement; (ii) all information provided by Exhibitor to PPAI or to or through the Virtual Platform for the Events has been and will be accurate, truthful, and not misleading; (iii) the Exhibitor Content and the use thereof, Exhibitor's participation in the Events, display or use of any materials or products at the show, and use of the Visitor Data do not and will not infringe or violate the intellectual property or privacy rights of any party; and (iv) Exhibitor's participation in the Events will not be immoral, deceptive, obscene, illegal, or otherwise objectionable.

#### 12. EXHIBITOR INDEMNIFICATION

EXHIBITOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND, AT PPAI'S OR SAGE'S OPTION, DEFEND PPAI AND SAGE FOR ALL DAMAGES, LIABILITY, EXPENSES, CHARGES, AND COSTS (INCLUDING ATTORNEYS' FEES AND COSTS) INCURRED BY PPAI OR SAGE RESULTING FROM OR ARISING IN CONNECTION WITH (I) EXHIBITOR'S BREACH OF THIS AGREEMENT; (II) DAMAGE OR INJURY TO PERSONS OR PROPERTY CAUSED BY EITHER EXHIBITOR OR MATERIALS OWNED OR CONTROLLED BY EXHIBITOR; OR (III) A CLAIM THAT EITHER THE EXHIBITOR CONTENT OR USE THEREOF, EXHIBITOR'S PARTICIPATION IN THE SHOW, DISPLAY OR USE OF ANY MATERIALS OR PRODUCTS AT THE SHOW, OR EXHIBITOR'S USE OF THE VISITOR DATA INFRINGES OR VIOLATES THE INTELLECTUAL PROPERTY OR PRIVACY RIGHTS OF ANOTHER PARTY.

#### 13. OWNERSHIP

Exhibitor disclaims any ownership, right, title or interest in or to the Proprietary Information and the PPAI Marks and SAGE Marks, as well as the intellectual property embodied within the Proprietary Information or related thereto. Exhibitor shall not challenge the validity or enforceability of any of the PPAI Marks or SAGE Marks.

#### 14. ASSUMPTION OF RISK

EXHIBITOR EXPRESSLY ASSUMES ALL RISK ASSOCIATED WITH, RESULTING FROM, OR OTHERWISE IN CONNECTION WITH EXHIBITOR'S PARTICIPATION AT THE EVENTS, INCLUDING WITHOUT LIMITATION ALL RISKS OF THEFT, LOSS, HARM, DAMAGE, OR INJURY TO PERSONS (INCLUDING DEATH), PROPERTY, OR BUSINESS OF EXHIBITOR, WHETHER CAUSED BY NEGLIGENCE, ACCIDENT, INTENTIONAL ACT, FORCE MAJEURE, OR OTHERWISE BY PPAI OR SAGE. EXHIBITOR HEREBY RELEASES PPAI AND SAGE AND COVENANTS NOT TO SUE EITHER WITH RESPECT TO ANY AND ALL RISKS, LOSSES, DAMAGES, AND LIABILITIES DESCRIBED IN THIS SECTION.

#### 15. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

THE EVENTS, THE VISITOR DATA, AND ANY OTHER SERVICES RELATED THERETO ARE PROVIDED "AS IS." NEITHER PPAI, NOR ITS SERVICE PROVIDER, SAGE, MAKES ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE FOREGOING AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF DATA, NON-INFRINGEMENT, PERFORMANCE, AND NON-INTERFERENCE. NEITHER PPAI NOR SAGE WARRANT THAT THE SHOW PLATFORM WILL BE ERROR-FREE. NEITHER PPAI NOR SAGE SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, EVEN IF PPAI OR SAGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL PPAI OR SAGE'S LIABILITY UNDER OR RELATED TO THIS AGREEMENT EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY EXHIBITOR HEREUNDER FOR EXHIBIT SPACE AT THE EVENTS. PPAI does not warrant that any particular number of exhibitors or attendees will participate in the Events, and PPAI shall not be responsible for lower than expected attendance at the Events. The parties acknowledge that the disclaimer of warranty and limitations of liability set forth in this Agreement are reasonable allocations of risk among the parties based on the fees associated with this Agreement.

#### 16. CANCELLATION BY EXHIBITOR

If Exhibitor desires to cancel this agreement, Exhibitor may only do so by giving notice in writing sent to PPAI with evidence of receipt. EXCEPT AS PROVIDED TO THE CONTRARY IN THIS AGREEMENT, ALL MONIES PAID BY EXHIBITOR, INCLUDING PAYMENTS AUTHORIZED AND MADE WITH CREDIT, SHALL BE DEEMED FULLY EARNED AND NONREFUNDABLE AT THE TIME OF PAYMENT.

For PPAI Expo Direct-2-You, if written notice of cancellation is received after December 1, 2020, all paid exhibit fees and promotional opportunity fees will be forfeited by the exhibitor. If written notice of cancellation is received prior to December 1, 2020, Exhibitor will be liable for 50% of the total exhibit fees and 100% of promotional opportunity fees. A refund is only available to companies choosing the Pay In Full payment option. Companies choosing the Deposit Plan payment option are liable for 100% of total exhibit fees upon reception of this contract by PPAI.

Please note that the marketing of the promotional opportunities ceases on the date of the cancellation. This amount is considered to be liquidated and agreed upon damages, for the injuries PPAI will suffer as a result of Exhibitor's cancellation. This provision for liquidated and agreed upon damages is a bona fide provision and not a penalty. The parties understand that the withdrawal of the space reserved from availability at a time when other parties would be interested in applying for it, will cause PPAI to sustain damages. In this situation, PPAI's damages will be substantial, but they will not be capable to determine with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this Agreement as a valid pre-estimate of these damages.

PPAI reserves the right to treat an Exhibitor's downsizing of virtual booth space as cancellation of the space in question. The canceled space is subject to the same cancellation provisions noted above. A company that cancels, downsizes, or fails to exhibit at PPAI Expo Direct-2-You 2021 is still 100% liable for all outstanding balances of contracted booth space, including upcharges and promotional opportunities, and will not be allowed to exhibit at future PPAI events until the outstanding balances are paid in full.

#### 17. CANCELLATION BY PPAI

For PPAI Expo Direct-2-You, if Exhibitor fails to make a payment required by this contract in a timely manner, and/or fails to obtain Product Safety Aware status in accordance with the Eligibility of Exhibitor, PPAI may terminate this contract (and Exhibitor's participation in PPAI Expo Direct-2-You) without further notice and without obligation to refund monies previously paid. PPAI reserves the right to refuse Exhibitor permission to set up an exhibit if Exhibitor is in arrears of any payment due to PPAI. PPAI is expressly authorized (but has no obligation) to occupy or dispose of any space 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. PPAI may also terminate this contract effective immediately upon written notice of termination if Exhibitor breaches any of its obligations under this contract, without any obligation on PPAI'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.

#### 18. CANCELLATION OF THE EVENTS

If PPAI cancels any of the PPAI Expo Direct-2-You Events due to circumstances beyond the reasonable control of PPAI (such as, but not limited to, acts of God, acts of war, governmental emergency, labor strike or unavailability or inoperability of the Virtual Platform or other similar or dissimilar force majeure event), PPAI shall refund to each Exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred, in full satisfaction of all liabilities of PPAI to Exhibitor. PPAI reserves the right to cancel, re-name or re-locate PPAI Expo Direct-2-You or change the dates on which it is held. If PPAI changes the name of PPAI Expo Direct-2-You, re-locates PPAI Expo Direct-2-You to another virtual platform, or changes the dates for PPAI Expo Direct-2-You to dates that are not more than 30 days earlier or 30 days later than the dates on which PPAI Expo Direct-2-You originally was scheduled to be held, no refund will be due to Exhibitor, but PPAI shall assign to Exhibitor, in lieu of the original space, such other space as PPAI deems appropriate and Exhibitor agrees to use such space under the terms of this contract. If PPAI elects to cancel PPAI Expo Direct-2-You other than for a reason previously described in this paragraph, PPAI shall refund to each Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of all liabilities of PPAI to Exhibitor.

#### 19. EXHIBIT SPACE OCCUPANCY

For PPAI Expo Direct-2-You, the hours and dates for installing, occupying and dismantling exhibits shall be those specified by PPAI. If Exhibitor fails to install its display in its assigned space by 5:00 p.m. on Sunday, January 10, 2021 for PPAI Expo Direct-2-You or leaves its space unattended during Exhibit hours, PPAI shall have the right to take possession of the space and no refund will be due to Exhibitor. All exhibits must be open for business during the Event(s) hours. Exhibitor may not dismantle the display until PPAI Expo Direct-2-You is officially closed by PPAI.

#### 20. 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 Events. 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 Events.

#### 21. INSURANCE

Exhibitor shall, at its own expense, secure and maintain through the term of this contract, Comprehensive General Liability insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate, combined single limit for bodily injury and property damage, including coverage for personal injury, contractual, products liability and intellectual property claims coverage.

Copies of certificates of insurance, insured endorsements, primary coverage endorsements shall be promptly furnished to PPAI upon request to ensure compliance with this contract and Event virtual platform requirements. Certified copies of the Certificate of Insurance or policies shall provide that they may not be cancelled without 30 days advance notice to PPAI.

#### 22. 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 Virtual Platform.

#### 23. ADDITIONAL TERMS AND CONDITIONS

For the Events, PPAI has sole control over attendance policies. Exhibitor shall conduct itself at all times in accordance with this agreement, normal standards of decorum and good taste. In addition to its right to close a virtual exhibit and withdraw acceptance of the agreement, PPAI in its 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 PPAI. Exhibitor may not assign this contract or any right hereunder nor may Exhibitor sublet or license all or any portion of its virtual exhibit space.

#### 24. MISCELLANEOUS

This contract for PPAI Expo Direct-2-You (including any additional rules and regulations adopted by PPAI from time to time as provided for herein) states the entire agreement of the parties with respect to the subject matter hereof.

This contract shall be governed by the laws of the state of Texas, without regard to conflict of law principles. If any provision in this contract is determined by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way.

No part of this contract shall be assignable by Exhibitor without the prior written consent of PPAI, and any such assignment without consent shall be void.

This contract may be executed electronically or manually in any number of counterpart copies, each of which shall be deemed an original, but which taken together shall constitute a single instrument. The parties expressly authorize the use of facsimile or email counterparts, as a valid method of execution and delivery. If either party brings an action to enforce any of the terms or provisions of this contract, the prevailing party shall be awarded its reasonable attorney fees, expenses and collections costs incurred in bringing, prosecuting and/or defending such action.

The headings of the sections of this contract have been inserted for convenience and reference only and shall not be construed to restrict or modify any of the terms hereof

#### 25. PRIVACY POLICY

PPAI Privacy Policy, located at <https://www.ppai.org/privacy-policy>, explains how PPAI collects, processes and handles information and personal data provided to us on or through websites, mobile sites, mobile applications, and other digital services and products or services provided by PPAI with link to this Privacy Policy. PPAI is the data controller for the processing of personal data collected by PPAI. This Privacy Policy does not apply to other sites that do not link to this Privacy Policy or to third-party websites to which the PPAI sites may link, including any Privacy Policy published or used by SAGE.

#### 26. ELECTRONIC SIGNATURE POLICY

Exhibitor consents and agrees that Exhibitor's use of a key pad, mouse or other device to select an item, button, icon or similar act/action in accessing or making any transactions regarding this agreement or any document, agreement, acknowledgement, consent, term, disclosure, or condition constitutes Exhibitor's signature, acceptance and agreement as if actually signed by Exhibitor in writing. Additionally, Exhibitor agrees that no certification authority or other third party verification is necessary to validate Exhibitor's electronic signature, and that the lack of such certification or third party verification will not in any way affect the enforceability of Exhibitor's signature or resulting contract and/or agreement between Exhibitor and PPAI. Exhibitor understands and agrees that Exhibitor's e-signature executed in conjunction with the electronic submission of registration to the Events will be legally binding and such transaction will be considered authorized by Exhibitor in the capacity so executed.

**I/We have read and agree to abide by the PPAI Expo Direct-2-You rules and regulations published on this form, Exhibitor Service Manual and subsequent additions.**

Signature

Date