

## NEXTGEN SUPPLY CHAIN CONFERENCE EXHIBIT/SPONSOR RULES & REGULATIONS

### OWNERSHIP AND MANAGEMENT

The NextGen Supply Chain Conference is owned, managed, and produced by Peerless Media, LLC. ("Organizer")

### TERMS OF CONTRACT

This document, when signed by the Sponsor or Exhibitor, constitutes a binding legal agreement. Peerless Media, LLC agrees to review the contract and assign your company sponsorship and/or exhibit space, if available, consistent with event eligibility requirements and policies. By signature on the contract, the individual signing this document represents and warrants that he/she is authorized to execute this binding contract on behalf of the exhibitor or sponsor. The Exhibit/Sponsor agrees to be bound by the information and terms herein and the rules and regulations included in the manual, addendum and/or any other regulations issued prior to the conference.

### OFFER AND ACCEPTANCE

By submission of the Exhibit and/or Sponsorship Contract the Exhibit/Sponsor requests one or more of the following:

- Exhibit space
- Sponsorship package
- Advertising
- Passes to attend the event

Confirmation by the Organizer causes the Agreement as a whole to become effective.

### PAYMENT & CANCELLATION

A 25% deposit is due upon submittal of this Sponsor and/or Exhibitor Contract to confirm your sponsorship/exhibit booth. This deposit is non-refundable. The remaining balance will be due on or before August 15, 2022. If a Sponsor and/or Exhibitor reduces or cancels after August 15, 2022, a cancellation penalty of 50% of total commitment will be assessed. If a Sponsor and/or Exhibitor reduces or cancels 30 days prior to conference, the total amount of commitment is due.

### ALLOCATION AND OCCUPANCY

Space is based on first come, first serve basis. The organizers reserve the right to determine the allocation of space. If it is in the general interest of the exhibition, the organizers shall be allowed to change or amend the layout. The organizers have the right to refuse an applicant without statement of reason. It is further agreed that actual occupancy of the space reserved by the Exhibitor/Sponsor is of the essence. If the Exhibitor/Sponsor does not occupy the space by 9 AM on Day One of the Conference, Peerless Media, LLC may occupy or cause said space to be occupied as it may deem best for the interest of Conference without in any way releasing the Exhibitor/Sponsor from liability hereunder. Furthermore, if the Exhibitor/Sponsor does not occupy/staff the space, all rights of Exhibitor/Sponsor will be revoked. Premature dismantling of and/or failure to staff space during the entire show is not allowed.

### LIABILITY & INSURANCE

The Exhibitor/Sponsor and its authorized contractors agree to carry adequate personal and property damage liability and workers compensation insurance and to indemnify and hold harmless Peerless Media, LLC., the venue and their contractors, officers, agents and employees against all claims, losses, suits, damages, judgments, expenses, costs and charges of every kind, including attorneys' fees resulting from its occupancy of the table top space or sponsorship function, including by reason of personal injuries, death or property damages sustained by any person. Certificates of insurance must be furnished by Exhibit/Sponsor if requested by Peerless Media, LLC, and must be available on-site during the show. Failure by Peerless Media, LLC to request proof of insurance shall not relieve Exhibitor/Sponsor from carrying proper coverage.

## SECURITY

Although the hotel will lock the exhibit room in the evening, Exhibitors/Sponsors are entirely responsible for the security of any goods or personal belongings brought to the Exhibition/Conference.

## PAYMENT OF CONTRACTORS

The Contractors appointed by the Organizer will charge the Exhibitor/Sponsor directly. This applies to any additional services ordered by the Exhibitor/Sponsor for their tabletop or sponsorship. Any contract or agreement between the Exhibitor/Sponsor and the Contractor does not affect the contract between the Exhibitor/Sponsor and the Organizer. Exhibitor/Sponsors shall be responsible for all payments due to the Contractor.

## REGULATIONS

It is further agreed that all current and subsequent Peerless Media, LLC conditions and regulations and the conditions and regulations of the venue are made a part hereof as though fully incorporated herein. Peerless Media, LLC shall have full and exclusive power in the matter of interpretation, amendment and enforcement of all said conditions and regulations, and any such amendments when made and brought to the notice of said Exhibitor/Sponsor shall be as though duly incorporated herein and subject to the terms and conditions herein set forth. If a dispute or disagreement shall arise between the parties concerning the allotment of or permitted use of table top space or concerning interpretation of any of the regulations which are a part hereof, the decision and interpretation of Peerless Media, LLC shall be final and the Exhibitor/Sponsor hereby agrees to abide by said interpretation which, if requested, shall be in writing. It is further agreed that in case said premises shall be destroyed by fire or the elements, or by any other cause, or in case of government intervention or regulation, military activity, strikes, or any other circumstances that make it impossible or inadvisable for Peerless Media to hold the event or portion thereof at the time and place herein provided, then and thereupon this agreement shall terminate and the said Exhibitor/Sponsor shall and does hereby waive any claim for property or other damages or compensation except the pro rata return on the amount paid after deduction of actual expenses incurred in connection with the event and there shall be no further liability on the part of either party. In the event that the Company is unable to produce the NextGen Supply Chain event due to restrictions imposed related to COVID-19, all deposits/payments made by exhibitors/sponsors will be applied to a future event provided by the Company.

This agreement is subject and subordinate to the agreements between the venue, covering Exhibitor/Sponsor areas at this property for the period of Event, move-in through move-out.

## LAWS

Although the Show Management and Exhibitors/Sponsors do business in various state jurisdictions, this contract shall be governed, constructed and enforced in accordance with the laws of the State of Massachusetts and its courts. In the event that it shall be necessary for Show Management to bring suit to enforce any of its rights here under, Show Management shall be entitled to recover all costs of such suits including reasonable attorney's fees and collection fees.