

## PROVISIONS:

A. Authority and Qualification. The individual signing this Agreement agrees and warrants that (i) he/she has the authority to bind contractually the Exhibitor applying for Exhibit Space and (ii) the product and services brought to be exhibited qualifies for the Event. If OTC, at any time, determines, in its sole discretion, that the product does not qualify for the Event, OTC can cancel the Exhibit Space and Agreement without any refunds and liability to Exhibitor.

B. Agreement. These provisions, the additional provisions attached hereto, any Exhibit Regulations and the Exhibitor Services Manual guidelines, including any additions and amendments thereto that may hereafter be established by OTC, are part of this Agreement and become binding upon Exhibitor, its employees and agents, upon acceptance of this Agreement by OTC. Any and all matters and questions not specifically covered by the provisions in this Agreement or in the official Exhibit Regulations shall be subject to the sole discretion of OTC and may be amended at any time by OTC in the overall best interest of the Event and, upon notice thereof, shall be binding on Exhibitor equally with the other provisions in this Agreement.

## CHARACTER; RESERVATION OF RIGHTS

Character. The Event is undertaken by the sponsoring organizations primarily for the technical education of their members. To provide the best possible atmosphere to discuss the technical application of the equipment and services displayed, each Exhibitor agrees to (i) exhibit only products which it manufactures, represents, or distributes, which comprise materials, equipment, apparatus, systems, services, and other component products applicable to advancing the engineering and scientific knowledge and development of energy resources and environment and (ii) display such products or services in a tasteful manner so as to describe and depict the advantages of using such products or services.

OTC Rights. OTC reserves the right, in its sole and unfettered discretion, to: (i) determine the eligibility of Exhibitors, exhibits, and products displayed for the Event; (ii) reject, prohibit, or remove exhibits or Exhibitors which OTC considers objectionable, inappropriate, disruptive, or offensive to OTC, other Exhibitors, or Event attendees; (iii) change or modify the layout of the Event and/or relocate exhibits or Exhibitors; (iv) cancel, in whole or in part, the Event due to an event beyond the reasonable control of OTC; (v) change, in OTC's sole discretion, the date, location, duration, and the nature of the physical or virtual of Event; without any liability to OTC, OTC Sponsoring Organizations, their respective officers, directors, employees, agents, and each of them; (vi) from time to time to establish and amend or modify any regulations governing use of the facility and the Event; and (vii) determine whether an Exhibitor has violated any Exhibit Regulations or other Exhibit rules.

Force Majeure. The performance of this Agreement by either party is subject to any act, event or occurrence beyond the reasonable control of the parties, including but not limited to, acts of God, terrorism, war (whether declared or otherwise), riots, forces of nature, action or inaction by a government agency, government regulations or advisories, disaster, threatened or actual strikes (other than strikes of venue's employees), civil disorders, curtailment of transportation or transportation facilities, political or social disturbance, or a Public Health Emergency of International Concern, outbreaks of disease, epidemics, or pandemics, including but not limited to those declared by the World Health Organization that would make the event impossible, illegal, commercially impractical, or ill-advised ("Force Majeure Event"). This Agreement may be terminated without penalty for any Force Majeure Event by written notice from one party to the other.

## EXHIBIT FLOOR PLAN OR SPACE ASSIGNMENT

Exhibit Space Assignment. Exhibit Space is assigned based on the OTC Priority Point System, then a first-come, first-served basis. OTC shall assign the Exhibit Space for the period of the Event only and does not imply that the same or similar Exhibit Space will be held or offered for future Events. Upon official Exhibit Space assignment, Exhibitor will receive a Booth Confirmation Notice. Exhibit Space assigned shall be deemed accepted by Exhibitor unless reflected in writing to OTC. Exhibit space will not be assigned without payment (50% of requested booth space cost by 26 October 2021, or 100% of requested booth space after 8 February 2022.)

Changes to Exhibit Floor Plan or Exhibit Space Assignment. OTC reserves the right to change the floor plan design at any time and without notice. OTC may also move Exhibitor to another location prior to or during the Event, if such change is deemed to be in the overall best interest of the Event by OTC in its sole discretion.

## ASSIGNMENT; SUBLETTING SPACE

Exhibitor shall not assign, sublet, or appoint the whole or any part of the Exhibit Space allotted to them, nor permit any other person or party to exhibit therein, any other goods, apparatus, etc., not manufactured or distributed by the Exhibitor in the regular course of its business except upon prior written consent of OTC.

## PAYMENT/CANCELLATIONS/SPACE REDUCTION

Right Not to Assign Exhibit Space – Unpaid Invoices. No Deposit. OTC reserves the right not to assign Exhibit Space for which an invoice for any OTC event remains unpaid past the outlined deadline.

50% deposit. 50% deposit (50% of the requested booth space cost) must be submitted to OTC on or before 26 October 2021. Exhibitors who have not paid their 50% deposit by 26 October 2021 and have not notified OTC of their cancellation in writing will have their space cancelled and reassigned to another exhibitor at the close of business. After exhibit space has been confirmed on the floor, if Exhibitor cancels participation with money due, the outstanding funds will be due upon cancellation.]

Full Payment Full payment of the assigned booth space must be paid by 8 February 2022. Agreements received 8 February 2022 or after must include 100% payment for the size booth requested. Agreements received without required payment will not be processed nor Exhibit Space confirmed. Exhibitors who are not paid in full by 8 February 2022 are subject to removal from the floor plan without refund. OTC reserves the right to cancel and reassign any Exhibit Space for which an invoice remains unpaid after invoice due date. Exhibitor will not be allowed to begin move-in operations or be listed as an Exhibitor in the Conference Program until full payment and a duly executed Agreement has been received by OTC.

Reduction in Space. After Exhibit Space has been confirmed and accepted, a reduction in Exhibit Space is considered a cancellation and will be governed by the same policies as outlined below. Reduction in Exhibit Space can result in relocation of Exhibit Space at the discretion of OTC.

Cancellation/Space Reduction Should an Exhibitor cancel from or reduce space at the Event, the following shall apply:

Exhibitor representative signature binds the Exhibitor to the payment and cancellation schedule, even if that representative is no longer employed by Exhibitor. If Exhibitor cancels participation with money due, the outstanding funds will be due upon cancellation.

If Exhibitor cancels prior to 26 October 2021, the Exhibitor will receive a full refund; however, if Exhibitor deferred a 2021 OTC payment to 2022 OTC, Exhibitor will forfeit all monies to OTC per the agreement

**Commented [LAR1]:** Why do we say that we will reassign space if they haven't paid their 50% when above in paragraph about Exhibit Space Assignment, we say that we won't assign space without a 50% deposit? Seems like we are contradicting ourselves.

**Commented [AF2R1]:**

**Commented [LAR3]:** Bolded

that was signed by Exhibitor in order to defer. All exhibitors who did not respond to numerous attempts to be reached regarding 2021 space were automatically deferred by OTC, therefore, the above terms apply.

An Exhibitor that is unable to participate in 2022 OTC and deferred money is ineligible for deferment or refund per the agreement signed by Exhibitor. If Exhibitor deferred payments to 2022 OTC and subsequently cancels 2022 participation, no refunds will be provided by OTC. All payments deferred from 2021 to 2022 are final and will be forfeited at 100% should Exhibitor cancel. No deferrals and no refunds from prior year deferrals will be allowed. No cancellations shall be acknowledged unless received **in writing** and acknowledged by OTC. The date upon which the notice of cancellation is received shall apply as the official date of cancellation. Upon Exhibitor notification of cancellation, OTC has the right to resell the space vacated.

If Exhibitor cancels/reduces exhibit space in writing and is acknowledged by OTC, after 26 October 2021, Exhibitor will be assessed a cancellation penalty equal to 100% of the total cost of cancelled/returned Exhibit Space. If Exhibitor cancels/reduces space with an outstanding balance due, Exhibitor will not be permitted to participate in future OTC events until all outstanding balances are collected by OTC.

**\*\*\*NON-DEFERRAL OR NEW COMPANIES\*\*\***

If you are a new company or did not defer a payment from 2021 OTC to 2022 OTC, your payment schedule is as follows:

50% payment is due on or before 26 October 2021. Space will not be assigned and confirmed until payment is received.

100% payment is due on or before 8 February 2022. If payment is not received by 8 February 2022, OTC will remove exhibit space and online listings from the floor plan.

If Exhibitor cancels prior to 26 October 2021, the Exhibitor will receive a full refund. If Exhibitor cancels between 26 October 2021 and 8 February 2022, the Exhibitor will receive 50% refund of the total cost of the Exhibit Space.

No refunds will be processed after 8 February 2022. No cancellations shall be acknowledged unless received **in writing** and acknowledged by OTC. The date upon which the notice of cancellation is received shall apply as the official date of cancellation. Upon Exhibitor notification of cancellation, OTC has the right to resell the space vacated.

**Event Ruling:** If Exhibitor fails to utilize the Exhibit Space and/or the Exhibit Space is vacant at the time of the published deadline for completion of installation, OTC reserves the right to consider the Exhibit Space to be cancelled and vacated. All requests for installations beyond the published installation completion deadline must be submitted to and acknowledged by OTC in writing. Approval of late installation requests are at the sole discretion of OTC. Should OTC not be notified in writing, OTC reserves the right to resell the cancelled Exhibit Space and the Agreement will be cancelled with all outstanding balances still due and owed to OTC and the Exhibitor will not be permitted to participate in future OTC events.

**INSURANCE.**

(A) Exhibitor shall, at its own expense, secure and maintain insurance for the entire duration of the Event (move-in through move-out), the insurance listed below. All such insurance shall be primary of any other valid and collectible insurance of Exhibitor and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Exhibitor's obligations under this paragraph. • Comprehensive General Liability insurance with limits not less than \$1,000,000 each occurrence, \$1,000,000 aggregate, combined single limit for bodily injury and property damage, including

coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable); and• Automobile Liability insurance (required if bringing automobiles into the show venue) with limits not less than \$500,000 each occurrence combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operators. The Exhibitor's Comprehensive General Liability and Automobile Liability insurance policies shall name as additional insureds (i) Offshore Technology Conference, and each of its direct and indirect subsidiaries and other affiliates and (ii) the Event Facility. If requested, copies of additional insured endorsements, primary coverage endorsements and complete copies of policies, satisfactory to OTC, shall be promptly furnished to OTC. Certified copies of the Certificates of Insurance or policies shall provide that they may not be cancelled without 30 days' advance written notice to OTC. The Exhibitor shall obtain a waiver of subrogation from the carrier of each policy described above and the carrier of each other policy that provides fire, explosion or any other risk coverage insuring the Exhibitor's property, in each case releasing in full such carrier's subrogation rights.

#### ITEMS INCLUDED IN THE COST OF EXHIBIT SPACE

- Standard booth draping (8-ft. high back wall and 3-ft. side rails) and an identification sign (7x44 inch) listing Exhibitor name and booth number will be provided to all indoor linear Exhibit Space. Any additional draping used must comply with Event color scheme and the published fire safety regulations.
- Drayage is included in the Exhibit Space rates for indoor and outdoor space: Crated shipments, machinery or equipment delivered to NRG Park by trucks (other than vans) will be handled as outlined below and further detailed in the Exhibitor Services Manual. (does not include shipment to Freeman Warehouse)
- Before Exhibition — truck unloading, delivery to booth, and crate storage
- After Exhibition — crate return to booth, crate removal and reloading.
- Outdoor Exhibit Space fees include rental and freight handling as described above. No other equipment or service is provided.
- Nightly vacuuming of the exhibit floor is included in Exhibit Space rates for indoor space only. (Exception: If Exhibitor's Exhibit Space remains covered or cordoned off on Sunday morning, any vacuuming necessary on Monday morning will be at the expense of the Exhibitor). Additional cleaning services are available as outlined in the Special Cleaning form included in the Exhibitor Services Manual.
- Five Complimentary Exhibitor Registrations per 100 square feet of Exhibit Space will be allotted to each contracted Exhibitor for purpose of registering booth personnel.
- Discounted Exhibitor Registration rates for additional booth personnel.
- Exhibitor listing in official online Conference Program, show APP and show website.
- OTC will carpet all major aisles of indoor exhibit halls.

**Commented [LAR4]:** I thought we provided vacuuming only on the first night. I don't think we should continue to pay for booth vacuuming every night for every exhibitor.

By signing this Agreement, Exhibitor agrees that these terms apply. If OTC decides in its sole discretion to (i) change any element of, or cancel in whole or part, the physical Event, or (ii) not to hold the physical Event in Houston TX, USA, Exhibitor agrees this Agreement remains in full force and effect.

#### LIMITATION OF LIABILITY

OTC, its affiliates, officers, employees and agents ("Indemnitees") may be held liable for loss, injury, or damages sustained by Exhibitor or Exhibitor's personnel (i.e., Exhibitor's agents, servants, invitees, guests, or employees) only to the extent such loss, injury, or damages are solely caused by the gross negligence or willful misconduct of Indemnitees, and not otherwise. Indemnitees shall not be responsible for any loss of business, loss of profits, injury, damage, or expense, of whatever nature that the Exhibitor may suffer due to Event cancellation. Under no circumstances will Indemnitees be liable to Exhibitor for indirect, incidental, consequential, special, or exemplary damages (even if OTC has been advised of the possibility of such damages) arising from any provision of this Agreement, including but not limited to, the exercise by OTC of any of its rights under this Agreement.

## INDEMNIFICATION

Exhibitor shall defend, indemnify, and hold harmless Indemnitees with respect to any claims, suits, damages, liabilities, losses, expenses, and costs (including attorneys' fees) ("Claims") which Indemnitees may suffer or be subject to, and which are in any way connected with the Agreement or the presence of the Exhibitor, Exhibitor's personnel, or any Exhibitor-appointed contractor ("EAC") at the Event; provided, however, that the Exhibitor's duty to indemnify, defend, and hold harmless shall not extend to Claims, as are solely caused by the gross negligence or willful misconduct of Indemnitees. The terms of this provision shall survive the termination or expiration of this Agreement.

## EXHIBITOR SERVICES

To ensure the configuration of a smooth installation, dismantling and operation during the Exhibition, OTC Official Contractors will be appointed. Full-time employees of EACs may be employed to install and dismantle booths, even if they are not categorized as OTC Official Contractors and may gain access to exhibition areas. Exhibitors are urged however to obtain required labor and services from OTC Official Contractors. No EACs may be used for services noted as exclusive on the Event Official Contractor List.

## REGISTRATION LISTS AND LEAD/DATA RETRIEVAL SYSTEMS

Exhibitor understands and agrees that in exchange for its payment, it will receive solely the right to use the Exhibit Space. Exhibitor may use the Official Contractor for Lead/Data Retrieval System to collect information regarding persons who visit its Exhibit Space. The information collected with the Lead/Data Retrieval System or purchased/rented Registration Lists however, is for the sole use of the Exhibitor (or its' agent) that collects/rents it. Exhibitor understands and agrees that (i) under the terms of this agreement, it may not attempt to develop a compilation of attendees and/or other participants of the Event by exchanging any lead information collected at the Event with other attendees, Exhibitors and/or other participants at the Event or with third parties not associated with OTC and (ii) the compilation of the attendees and/or other participants of the Event is sole property of OTC and that OTC offers that compilation for sale. Exhibitor agrees that it will not use any lead data collected at the Event to attempt to develop a compilation of attendees and/or participants that would be competitive to, or could be used in lieu of, the compilation that OTC offers for sale.

## PHOTOGRAPHY/VIDEOGRAPHY

Exhibiting personnel found in violation of the Photography/Video/Audio Recording Regulations specified in the Exhibitor Services Manual are subject to removal from OTC and to have their photography equipment or devices confiscated in order to remove all photos or video images. Multiple offenses by Exhibitor will subject the Exhibitor to having its staff being removed from OTC. This will also subject Exhibitor to losing priority points, including and up to losing the ability to exhibit at future OTC events.

## GENERAL

a. Survival. All provisions of this Agreement which by their nature should survive termination will survive, including without limitation, accrued rights to payment, indemnity, limitation of liability and Exhibitor's obligations as provided in the Agreement.

b. Governing Law and Jurisdiction. This Agreement will be construed and enforced in accordance with the laws of the State of Texas. The parties submit to exclusive jurisdiction to the federal and state courts of Collin County, Texas.

c. Severability. If any portion of this Agreement is held to be invalid or unenforceable, all other terms and conditions shall remain in full force and effect.

d. Representations and Warranties. Each party warrants and represents to the other that it (i) has the power and authority to enter into this Agreement, and (ii) will comply with all applicable laws, statutes, codes, and regulations in its performance of its responsibilities under this Agreement.