

**SPE/ICoTA Well Intervention Conference and Exhibition - The Woodlands Waterway Marriott
The Woodlands Texas, USA * 21–23 March 2023**

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 SPE, at any time, determines, in its sole discretion, that the product does not qualify for the Event, SPE 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 SPE, are part of this Agreement and become binding upon Exhibitor, its employees and agents, upon acceptance of this Agreement by SPE. 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 SPE and may be amended at any time by SPE 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.

SPE Rights. SPE 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 SPE considers objectionable, inappropriate, disruptive, or offensive to SPE, 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 SPE; (v) change, in SPE's sole discretion, the date, location, duration, and the nature of the physical or virtual of Event; without any liability to SPE, SPE 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), forces of nature, action or inaction by a government agency, government regulations or advisories, disaster, threatened or actual strikes, civil disorders, curtailment of transportation facilities, political or social disturbance or outbreaks of Public Health Emergency of International Concern (PHEI), disease, epidemics, or pandemics, including but not limited to those declared by the World Health Organization or CDC where the Event is located ("Force Majeure Event") that would make the Event impossible, illegal, commercially impractical or ill-advised.

EXHIBIT FLOOR PLAN OR SPACE ASSIGNMENT (if applicable)

Exhibit Space Assignment. Exhibit Space is assigned based on the SPE Priority Point System, then a first-come, first-served basis. SPE 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 SPE. Exhibit space will not be assigned without payment (50% of requested booth space with contract, or 100% of requested booth space after 19 December 2022).

Changes to Exhibit Floor Plan or Exhibit Space Assignment. SPE reserves the right to change the floor plan design at any time and without notice. SPE 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 SPE in its sole discretion.

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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 SPE.

PAYMENT/CANCELLATIONS/SPACE REDUCTION

**50% payment is due with the contract.
50% balance is due 19 December 2022.**

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

50% Deposit. (50% of the requested booth space cost) must be submitted to SPE when the contract is submitted. If payment has not been received within 30 days of space assignment, SPE reserves the right to cancel your participation.

Full Payment

Full payment of the assigned booth space must be paid by **19 December 2022**. Agreements received **19 December 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 **19 December 2022** are subject to removal from the floor plan without refund. SPE reserves the right to cancel and reassign any Exhibit Space for which an invoice remains unpaid after invoice due date.

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 an Exhibitor who has submitted an Agreement and has been assigned exhibit booth space, requests a cancellation prior to **19 December 2022**, 50% of booth space cost will be withheld by SPE (and 50% will be returned to Exhibitor if paid full). If Exhibitor has an outstanding balance due, Exhibitor will not be permitted to participate in future SPE events until all outstanding balances are collected by SPE.

If Exhibitor cancels/reduces exhibit space in writing and is acknowledged by SPE, after **19 December 2022**, Exhibitor will be assessed a cancellation penalty equal to 100% of the total cost of cancelled/returned Exhibit Space. If Exhibitor cancels/reduces **19 December 2022** or after with an outstanding balance due, Exhibitor will not be permitted to participate in future SPE events until all outstanding balances are collected by SPE.

No refunds will be processed after **19 December 2022**. No cancellations shall be acknowledged unless received **in writing** and acknowledged by SPE. The date upon which the notice of cancellation is received shall apply as the official date of cancellation. Upon Exhibitor notification of cancellation, SPE 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, SPE 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 SPE in writing. Approval of late installation requests are at the sole discretion of SPE. Should SPE not be notified in writing, SPE reserves the right to resell the cancelled Exhibit Space and the Agreement will be cancelled with all outstanding balances still due and owed to SPE and the Exhibitor will not be permitted to participate in future SPE events.

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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) Society of Petroleum Engineers, 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 SPE, shall be promptly furnished to SPE. Certified copies of the Certificates of Insurance or policies shall provide that they may not be cancelled without 30 days' advance written notice to SPE. 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.

Well Intervention 2023 is scheduled for an in person event, however, should the need arise, we would go to a virtual event and the terms and conditions below would apply.

By signing this Agreement, Exhibitor agrees that these terms apply to both the physical Event and the virtual Event. If SPE 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 The Woodlands, TX, USA, on 21-23 March 2023, Exhibitor agrees this Agreement remains in full force and effect with respect to the virtual Event.

Should the physical Event be cancelled in whole or part, Exhibitors agree to participate in the virtual Event at the basic virtual sponsor profile level on the SPE virtual event platform (valued at a cost of US \$3,000). Exhibitors may also elect to enhance their basic virtual sponsor profile. If there is a difference in rate between the basic sponsor profile and Exhibitor's physical booth space cost, Exhibitors can also request a refund of that difference, or apply the difference to virtual profile enhancements, advertising, or sponsorship opportunities.

VIRTUAL COMPANY PROFILE

- (A) It is the responsibility of the Exhibitor to adhere to the exhibiting company branding, advertisement and/or exhibit digital materials specification information and submission deadlines provided.
- (B) Exhibiting company should have a company representative available while SPE is officially live on the virtual event platform.
- (C) SPE reserves the right to prohibit any profile, whole or part thereof that in its opinion violates this Agreement or that is in other ways not suitable to and in keeping with the technical educational character, spirit of the Virtual Event as defined in the SPE Exhibit Regulations.
- (D) SPE shall be responsible for the control of the virtual event platform. Exhibitors are responsible for the supervision of and the information provided within their Virtual Company Profile. The decision of SPE is final and decisive on any questions not covered in the foregoing terms and conditions.
- (E) The basic virtual profile for the Exhibitor will include the ability to provide the company logo, branding of the company within its virtual profile, upload documents or collateral materials, provide company URL of choice, links to company website and/or social media outlets, complimentary virtual registrations, appointment setting, and lead retrieval for those attendees interacting with virtual company profile.

LIMITATION OF LIABILITY

SPE, 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 SPE has been advised of the possibility of such damages) arising from any provision of this Agreement, including but not limited to, the exercise by SPE of any of its rights under this Agreement.

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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, SPE Official Contractors will be appointed. Although full-time employees of EACs, other than the SPE Official Contractors, may be authorized to gain access to exhibition areas, Exhibitors are urged to obtain required labor and services from SPE 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 SPE and (ii) the compilation of the attendees and/or other participants of the Event is sole property of SPE and that SPE 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 SPE 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 SPE 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 SPE. This will also subject Exhibitor to losing priority points, including and up to losing the ability to exhibit at future SPE 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.

ITEMS INCLUDED IN THE COST OF INDOOR EXHIBIT SPACE

- Exhibit Space is equally priced at USD **32** per square foot for indoor space (minimum reservation 80 Square feet).
- Standard booth draping (8-ft. high back wall and 3-ft. side rails) and identification sign (7x44 inch) listing Exhibitor name and booth number will be provided to all linear booths. Any additional draping used must comply with show color scheme and the published fire safety regulations.
- Three (3) Complimentary Full Conference Registrations per 100 sq. ft. of Exhibit Space.
- Five (5) Complimentary Exhibits Only One-Day Guest Cards per 100 sq. ft. of Exhibit Space to distribute to your clients. **Not to be used for staff registrations.**
- Exhibitor listing in official Digital Conference Program.
- Access to Proceedings to be emailed to primary contact prior to event.