

## 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. 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.

### Contracted payment terms:

50% deposit due on or before 12 July 2023 after this date, the 50% deposit is non-refundable.
100% balance due on or before 11 January 2024 after this date, the 100% deposit is non-refundable.

**Cancellation requests** **MUST BE IN WRITING (receipt must be confirmed by an OTC Sales or Exhibits representative) and will not be assumed** prior to the deadlines outlined. **Cancellations assumed or not in writing will incur the cancellation fee without exception. If the cancellation fee remains unpaid, the exhibitor will be unable to participate in future OTC events until the balance is fully paid.**

**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. In addition, OTC may move Exhibitor to an alternate 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 total requested booth space cost) must be submitted to OTC on or before 12 July 2023. Exhibitors who have not paid their 50% deposit by 12 July 2023 and have not notified OTC of their cancellation **in writing.** (and received confirmation of receipt of said cancellation), will still incur the 50% amount due to OTC as outlined in this contract. 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 for** the assigned booth space must be paid by 11 January 2024. Agreements received 11 January 2024 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 11 January 2024 and have not notified OTC of their cancellation **in writing.** (and received confirmation of receipt of said cancellation), will still incur the 100% amount due to OTC as outlined in this contract. OTC reserves the right to cancel and reassign any Exhibit Space for which an invoice remains unpaid after the invoice's due date. Exhibitor will not be allowed to begin move-in operations or be listed as an Exhibitor in the Online 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 the Exhibitor cancels prior to 12 July 2023, the Exhibitor will receive a full refund.

If Exhibitor cancels after 12 July 2023 but prior to 11 January 2024, the exhibitor will still be responsible for 50% payment of the total booth cost.

If Exhibitor cancels/reduces exhibit space in writing and is acknowledged by OTC, after 11 January 2024, 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.

**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 REQUIREMENTS**

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, **\$2,000,000 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). Automobile Liability insurance (required if bringing automobiles into the show venue) with limits not less than **\$1,000,000** 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 Exhibitors comprehensive General Liability and Auto 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 (with no limitations). **Exhibitor's Workers Compensation and Occupational Disease insurance will be in full compliance with all federal and state laws, covering all Exhibitor's employees engaged in the performance of any work for the Exhibitor. All property of the Exhibitor is understood to remain under its custody and control in transit to, during the Event, and from the confines of the hall.** 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. **While Exhibitors are required to have insurance coverage, proof of said coverage is not required. While Exhibitors are required to have insurance coverage, proof of said coverage is not required.**

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

- Standard booth draping (8-ft. high back wall and 3-ft. side rails – in linear space ONLY) and an identification sign (11 x 17 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.
- Outdoor Exhibit Space fees include contracted space only.
- Five Complimentary Exhibitor Registrations per 100 square feet of Exhibit Space will be allotted to each contracted Exhibitor for purpose of registering booth personnel and/or third-party contractors. *Complimentary registrations are not to be used for guests.*
- Discounted Exhibitor Registration rates for additional booth personnel.
- Daily Trash Removal and Carpet Vacuuming is included with your indoor and outdoor space rental. Mopping of hard surfaces is not included and must be ordered through the Exhibitor Services Manual.
- Exhibitor listing in official online Conference Program, show APP and show website.
- Shipping and Drayage is not included with the cost of your booth space and is the responsibility of the exhibitor. Freeman is the official contractor for OTC – all billing and inquiries should be directed to Freeman.
- Twenty (20) free Guest Invitations will be included with each exhibiting booth, regardless of size.
  - Guest invitations are not to be used for your employees/staff or for any other company's employees/staff exhibiting at this show. This policy will be heavily enforced.
  - Violating the guest invitation terms can result in a reimbursement penalty and loss of priority points. Multiple violations can result in an inability to exhibit at future SPE shows.

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, Freeman has been selected as the Official Contractor of OTC. If desired, Exhibitors may employ Exhibitor Appointed Contractors, (EACs), to install and dismantle their booth. Said contractors may gain access to exhibition areas assuming required forms and payment (if applicable) have been provided and/or submitted. Exhibitors are urged 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 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.