

APPLICATION AND CONTRACT TERMS AND CONDITIONS - 2026 NAFE EXHIBIT AND SPONSORSHIP CONTRACT

This Application and Contract to participate in the 2026 NIPA Annual Forum and Expo (NAFE) (“Event”) at Caesars Palace (“Facility”) over May 3-6, 2026 including but not limited to move-in and move out dates (“Event Dates”) shall become effective when it has been submitted by the exhibiting company and accepted by the National Institute of Pension Administrators, Inc. (NIPA). The individual signing this Application and Contract represents and warrants that he/she is duly authorized to execute this binding Application and Contract on behalf of the exhibiting company. By signing below, the exhibiting company agrees to be bound by the terms and conditions below. The exhibiting company agrees that upon acceptance of this Application and Contract by National Institute of Pension Administrators, Inc. (NIPA), with or without appropriate payment of the exhibition fee and further action by the exhibiting company, this Application and Contract, together with the terms and conditions below, (collectively “this Contract”) shall become a legally binding contract between National Institute of Pension Administrators, Inc. (NIPA) and exhibiting company (“Exhibitor”).

1. EVENT MANAGEMENT

National Institute of Pension Administrators, Inc. (NIPA) Event Management will serve as manager of the Event’s Exhibit Hall (“Exhibits”). National Institute of Pension Administrators, Inc. (NIPA) Event Management is responsible for assignment of exhibit booth space, exhibit logistics and collection of exhibitor payment. National Institute of Pension Administrators, Inc. (NIPA) Event Management acts as a liaison between exhibitors and all official show contractors. If you have any questions about your exhibit booth, contact:

National Institute of Pension Administrators, Inc. (NIPA) Event Management

330 N. Wabash Ave.

Ste. 2000

Chicago, IL 60611 USA

Phone: 800.999.NIPA (6472)

Email: sponsorships@nipa.org

2. ELIGIBILITY CRITERIA FOR EXHIBITORS (Including Products Eligible for Exhibit Space)

National Institute of Pension Administrators, Inc. (NIPA) Event Management reserves the right to determine the eligibility of any exhibitor for inclusion in the Event and to prohibit an exhibitor from conducting and maintaining an exhibit if, in the sole judgment of NIPA, the exhibitor or exhibit or proposed exhibit shall in any respect be deemed unsuitable. An Exhibitor’s eligibility to exhibit in the Event must remain in effect from the time of submission of the Application and Contract to the time of the Event and should NIPA determine that an Exhibitor which it had previously determined was eligible to exhibit at the Event is no longer eligible to do so, NIPA may notify the Exhibitor and may terminate the Application and Contract without liability upon written notice to Exhibitor. Exhibitors are prohibited from assigning or subletting a booth or any part of the space allotted to them, nor shall they exhibit or permit to be exhibited in their space any products or advertising materials for other companies.

3. BOOTH RENTAL FEE

For purposes of this Application and Contract, the amount of the rental cost associated with the booth selected by Exhibitor is referred to as the “Exhibit Booth Fee.” Exhibit booth fee does include (1) 6” skirted table, (2) chairs, (1) wastebasket, (1) identification sign.

Diamond Sponsorship Package (10x20): \$25,000

Platinum Sponsorship Package (10x10): \$15,000

Gold Sponsorship Package (10x10): \$10,000

Booth Only Package (10x10): \$5,000

4. ASSIGNMENT OF SPACE

For all Applications and Contracts received on or before Friday, January 16, space is assigned Thursday, January 29 via online space selection based on contract date and sponsorship level. Space selection instructions along with assigned date and time slot will be emailed to the logistics contact for the listed on the Application and Contract. An Application and Contract is required to select space.

For all Contracts received on or after Monday, January 19, space will be assigned on a first-come, first-served basis starting the week of Monday, February 2 after the online space selection is complete.

If an Exhibitor is acquired by another exhibitor after their initial space selection, the acquired exhibitor can move to the acquiring exhibitor's booth without any financial liability. Alternatively, the acquired exhibitor may retain its contracted space to exhibit its own products and also may display the company name of the acquiring exhibitor but not the acquiring exhibitor's products.

Exhibitor should frequently review its space location and changes to neighboring booths/areas for updates to the floor plan. It is the Exhibitor's responsibility to keep up with changes to their assigned area. NIPA anticipates alterations to the initial plan and cannot be held responsible for changes that may affect a participating Exhibitor's selection of space.

NIPA will maintain a waitlist for any Exhibitor who wishes to be placed in a different booth location after their initial selection. To be added to the waitlist, Exhibitor shall submit a written request, including the requested size of space to sponsorships@nipa.org. Exhibitors are added to the waitlist on a first-come, first-served basis based on date and time of email receipt by NIPA.

NIPA reserves the right to change Event Hours or dates, to rearrange the floor plan, and/or to relocate any Exhibit Booth/Exhibitor as it deems necessary at any time.

5. PAYMENTS, CANCELLATIONS & REFUNDS

Exhibitor must remit a 100% percent of their total fees within 30 days of receipt of their invoice from NIPA Event Management. Contracts received after March 19, 2026, must remit payment on invoice receipt. Full payment must be received on or before April 3, 2026, regardless of Applications & Contract submission date unless payment arrangements were made with the NIPA Sales Team. NIPA reserves the right to reassign an exhibit booth space if the Exhibitor fails to remit 100% payment within 90 days of invoice. NIPA reserves the right to hold or revoke Exhibitor badges for any Exhibitor with an unpaid balance and to instruct all official contractors to deny goods and services.

Exhibitor may remit via overnight courier (e.g., FedEx) to the following address:

NIPA
8341 Solutions Center Drive
Chicago, IL 60677-8003

Exhibitors who wish to pay by ACH/wire will require the following information:

Receiving Bank Name: CIBC Bank USA
Address: 120 S. LaSalle, Chicago, IL 60603 USA
Receiving Bank ABA#: 071006486
Beneficiary Name: NIPA
Beneficiary Account: 2264723
Account Type: Checking

6. CANCELLATION OF FULL OR PARTIAL SPACE BY EXHIBITOR

Exhibitors desiring to cancel or reduce their requested space, after having submitted a signed contract and fee, must do so in writing on company letterhead via certified mail, return receipt requested. If the exhibitor cancels on or before January 5, 2026, for 2025NAFE, the exhibitor will incur a fee of 50 percent of the total booth cost. Should an Exhibitor cancel partial space on or before January 5, 2026, the exhibitor will incur a fee of 50 percent of the canceled space. Additionally, no refund will be issued if NIPA is unable to fill any canceled or reduced booth space. No refunds whatsoever will be made on cancellations or reductions of space after January 5, 2025. NIPA is entitled to all monies paid and owed as liquidated damages.

Notwithstanding the foregoing, the Exhibitor will have no right to cancel all or any portion of assigned exhibit space or this Contract subsequent to NIPA's cancellation of the Event pursuant to Section 7.

7. CANCELLATION OR CHANGES TO 2026 NIPA ANNUAL FORUM AND EXPO (2026NAFE) BY NIPA

If for any reason NIPA determines that 2026 NIPA Annual Forum and Expo (2026NAFE) must be cancelled, shortened, delayed, dates changed, or otherwise altered or changed, Exhibitor understands and agrees that NIPA shall not refund any amounts Exhibitor paid towards the Exhibit Booth Fee and that all losses and damages that it may suffer as a consequence thereof are its responsibility and not that of NIPA or its directors, officers, employees, agents or subcontractors. Exhibitor understands that it may lose all monies it has paid to NIPA for space at the Event, as well as other costs and expenses it has incurred, including travel to the Event, setup, lodging, decorator freight, employee wages, etc.

8. ELIGIBILITY TO EXHIBIT

NIPA reserves the right to determine the eligibility of any exhibitor for inclusion in the Event and to prohibit an exhibitor from conducting and maintaining an exhibit if, in the sole judgment of NIPA, the exhibitor or exhibit or proposed exhibit shall in any respect be deemed unsuitable. Exhibitor's eligibility to exhibit in the Event must remain in effect from the time of submission of the Contract to the time of the Event and should NIPA determine that Exhibitors no longer eligible to exhibit at the Event (though previously deemed eligible), NIPA may notify the Exhibitor and may terminate this Contract without liability upon written notice to Exhibitor.

9. SUBLETTING OF EXHIBIT SPACE PROHIBITED

Exhibitor is prohibited from assigning or subletting a booth or any part of the space allotted to it nor shall it exhibit or permit to be exhibited in its space any products or advertising materials which are not a part of its own regular products, or which are not compatible with the purpose and/or character of 2026 NIPA Annual Forum and Expo (2026NAFE) as determined by NIPA in its sole discretion.

10. PROMOTIONAL ACTIVITIES

Further, Exhibitor shall not engage in any promotional activities which NIPA determines to be outside the purpose and/or character of the 2026 NIPA Annual Forum and Expo (2026NAFE) as determined by NIPA in its sole discretion.

11. RETAIL SALES

No retail sales, where payment is received and product delivered, are permitted in the exhibit hall of the Event ("Exhibit Hall") at any time. Payment and/or orders may be taken for future delivery.

12. HOUSING

All housing reservations for the Event should be made by the Exhibitor by going to the booking link found on the Event website. Event Management will send emails to Exhibitor from sponsorships@nipa.org. Other companies may not provide the prices, service and reliability available by reserving rooms directly using the instructions provided by the NIPA. If you are contacted by ANY company except NIPA about hotel reservations for 2026 NIPA Annual Forum and

Expo (NAFE), please inform Event Management at sponsorships@nipa.org. NIPA shall not be responsible for any damages or costs related to Exhibitor making hotel reservations via an unauthorized solicitation of hotel reservations.

13. INTELLECTUAL PROPERTY MATTERS

The Exhibitor represents and warrants to NIPA that no materials used in or in connection with its exhibit infringe the trademarks, copyrights (including, without limitation, copyrights in music and other materials used or broadcast by Exhibitor) or other intellectual property rights of any third party including, but not limited to, any use of artificial intelligence. The Exhibitor agrees to immediately notify NIPA of any information of which Exhibitor becomes aware regarding actual or alleged infringement of any third party's trademarks, copyrights or other intellectual property rights. The Exhibitor agrees to indemnify, defend and hold NIPA, officers, directors, employees, agents, successors and assigns harmless from and against all losses, damages and costs (including attorneys' fees) arising out of or related to claims of infringement by Exhibitor, its employees, agents, or contractors of the trademarks, copyrights and other intellectual property rights of any third party.

Notwithstanding the foregoing, NIPA, its officers, directors, employees, agents, and each of them, shall not be liable for and expressly disclaims all liability for infringement or alleged infringement of the trademarks, copyrights or other intellectual property of any third party arising out of the actions of any Exhibitors. The terms of this provision shall survive the termination or expiration of this Contract.

14. USE OF NIPA NAME

NIPA, 2026 NIPA Annual Forum and Expo (2026NAFE), and Event logo are registered trademarks owned by the NIPA. Participation by Exhibitor in the Event does not entitle Exhibitor to use such names or logos, except that Exhibitor may reference the Event and use the Event logo with reference to Exhibitor's participation as an exhibitor at the 2026 NIPA Annual Forum and Expo (2026NAFE). Participation in the Event does not imply endorsement or approval by NIPA of any product, service or participant and none shall be claimed by any participant.

15. SET-UP TIME

Set-up dates and times of exhibits will be available in September 2025. If an exhibit is not set-up by the time move-in ends, NIPA reserves the right to cancel such space, to re-assign such space to another Exhibitor, or to make such other use of the space as deemed necessary or appropriate. NIPA reserves the right to set-up the exhibit or remove the freight from the booth at the Exhibitor's expense. NIPA reserves the right to modify move-in/Show Hours/move-out, in which case all Exhibitors will be notified prior to the effective date of such changes. No refund will be made to the original contracting Exhibitor with respect to NIPA's election of any rights under this Section 14.

16. EVENT HOURS

The Official Event Schedule will be available in September 2025.

17. DISMANTLING OF EXHIBITS

Exhibits are to be kept intact until the closing of the Exhibit Hall. No part of an exhibit shall be removed during the Show Hours without special permission from NIPA. Should Exhibitor begin dismantling its booth before the close of the Exhibit Hall may lose part or all of its priority points and may entirely lose the privilege of exhibiting at future NIPA events.

All freight must be removed from Facility by the time move-out concludes. If exhibits are not removed by this time, NIPA reserves the right to remove exhibits and charge the expense to Exhibitor and NIPA shall have no liability for any loss or damage to Exhibitor's exhibit property caused by such removal.

18. BADGES

Exhibitor will be provided with the following badge allotment based on their sponsorship level:

Sponsorship Level	Complimentary Badge Allotment
Diamond Sponsor	(4) Full Conference
Platinum Sponsor	(3) Full Conference
Gold Sponsor	(2) Full Conference
Booth Only	(2) Full Conference

Exhibitor badges are for Exhibitor’s full and part time employees or contractors. Any misuse of Event badges is prohibited. Forms of misuse include (without limitation): allowing someone else to use your badge, counterfeit badges, copying or tampering with a badge, using a badge from a previous event, etc. NIPA may confiscate any badges that NIPA suspects is violating this policy. Exhibitor Full Conference badges allow access to the Exhibit Hall during move-in, Show Hours and move-out.

Event attendees do not have access to the Exhibit Hall until opening day. Should Exhibitor give its badges to an Event attendee in order for the attendee to gain access to the Exhibit Hall prior to this time may, at the sole discretion of NIPA, lose part or all of its company’s priority points, and may entirely lose the privilege of exhibiting in future NIPA events. NIPA reserves the right to give an Exhibit Hall Pass to any Exhibitor or Event attendee in order to grant them access to the Exhibit Hall at any time.

19. MINIMUM AGE FOR ADMISSION

Children under the age of 16 are not permitted in the Exhibit Hall at any time. Any attendees or exhibitors arriving with children under the age of 16 will be denied access to the Exhibit Hall with such children without any exceptions or refunds.

20. EXHIBITOR LIABILITY

Exhibitor remains solely responsible for the safety of its property at all times during transit to and from the Facility and in the Exhibit Hall. Neither NIPA, its directors, officers, employees, agents, subcontractors, nor Smithbucklin, (collectively “Show Management”) are responsible for Exhibitor’s property or any loss thereto from any cause.

EXHIBITOR HEREBY WAIVES AND RELEASES ANY CLAIM OR DEMAND IT MAY HAVE AGAINST ANY OF SHOW MANAGEMENT BY REASON OF ANY DAMAGE TO OR LOSS OF ANY OF ITS PROPERTY.

21. INDEMNIFICATION

Exhibitor agrees that it will indemnify, defend and hold Show Management, NIPA, their respective officers, directors, employees, agents and each of them, harmless from and against a) the performance or breach of this Contract by Exhibitor, its employees, agents or contractors; b) the failure by Exhibitor, its employees, agents or contractors to comply with applicable laws, regulations and ordinances; and c) the act, omission, negligence, gross negligence, or willful misconduct of Exhibitor, its employees, agents, contractors, licensees, guests, or invitees. This indemnification of Show Management by Exhibitor is effective unless such injury was caused by the sole gross negligence or willful misconduct of Show Management. Exhibitor agrees that if Show Management or NIPA is made a party to any litigation commenced by or against Exhibitor, or relating to this Contract or the premises leased hereunder, then EXHIBITOR WILL PAY ALL COSTS AND EXPENSES, including attorneys’ fees, INCURRED BY OR IMPOSED UPON SHOW MANAGEMENT OR NIPA BY REASON OF SUCH LITIGATION. THE TERMS OF THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

22. INSURANCE

Exhibitor is required to maintain and to provide a certificate of insurance to Show Management evidencing the following:

- (a) General liability with limits not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate
- (b) Owned (if applicable), hired and non-owned auto liability with limits not less than \$1,000,000 per occurrence
- (c) Workers' compensation with state statutory limits
- (d) Employer's liability with limits not less than \$500,000
- (e) Commercial umbrella liability with limits not less than \$2,000,000
- (f) Personal property and equipment on a special form replacement cost basis

NIPA, Smithbucklin Corporation and the Caesars Palace, are to be listed as additional insureds on a primary and non-contributory basis with respect to general/auto/umbrella liability.

A waiver of subrogation must apply to all policies. All carriers are to maintain an A.M. Best rating of not less than A-VII.

Exhibitor will not be permitted to set up its booth prior to submitting the proper certificates. Certificates should be sent to:

sponsorships@nipa.org

23. USE OF SPACE — GENERAL

- (a) Exhibitor is not permitted to display or distribute literature or any promotion outside the confines of its assigned exhibit space in the Exhibit Hall. Distribution or display of promotional material in public areas of the Facility or meeting rooms is strictly prohibited. NIPA also reserves the right to remove, at Exhibitor's cost, any promotional material or product deemed by Show Management as not suitable for display at the 2026 NIPA Annual Forum and Expo (2026NAFE).
- (b) Exhibitor is prohibited from possessing, displaying or depicting any products or components or company names in their booth that could be interpreted as being a promotion or comparison (features, benefits, price etc.) of another company.
- (c) No exhibit will be permitted that interferes with the use of other exhibits or impedes access to them or impedes the free use of the aisles.
- (d) Distribution by Exhibitor, or its agents, of any printed materials, souvenirs or other articles shall be restricted to the Exhibitor's exhibit space. No noisemakers, helium balloons, lighter-than-air objects, gummed stickers or labels will be permitted as handouts.
- (e) Any special promotions, music or stunts planned by Exhibitor at any time during the Event must be approved with NIPA. Details should be submitted to Show Management via email to sponsorships@nipa.org at least 10 business days prior to the start of the Event. NIPA reserves the right to designate specific days and hours during which special promotions and stunts may be conducted, if they are permitted at all.
- (f) NIPA allows drawings, games of chance and raffles in the Exhibit Hall, subject to the prior written approval of NIPA. Exhibitor must abide by all Las Vegas, Nevada statutes and regulations regarding drawings, games of chance and raffles.
- (g) No animals are permitted in the Facility other than service animals.

- (h) Exhibitor must abide by all of the General Policies, Rules, and Regulations of the Facility, a copy of which is included in the Exhibitor Services Manual, made available to Exhibitor in February 2026. The Facility has reserved the right to update, change or amend its rules and regulations after publication in the Exhibitor Services Manual. To obtain a copy of the General Policies, Rules, and Regulations of the Facility prior to publication in the Exhibitor Services Manual Exhibitor may email sponsorships@nipa.org.
- (i) Exhibitor shall be responsible for compliance with the Americans with Disabilities Act. Exhibitor shall indemnify, defend and hold Show Management harmless from any and all claims, costs, expenses or other damages, arising out of Exhibitor's breach of this provision consequences of Exhibitor's failure in this regard. The terms of this provision shall survive the termination or expiration of this Contract. For more information on the Americans with Disabilities Act and how to make exhibit space accessible to persons with disabilities, please contact:

U.S. Department of Justice ADA, Civil Rights Division Disability Rights Section
NYAV 950 Pennsylvania Avenue, NW
Washington, D.C. 20530 USA
phone: +1.800.514.0301 (voice) +1.800.514.0383 (TTY)
website: www.ada.gov

- (j) Helium or other compressed gas tanks must be properly secured to prevent toppling. Facility reserves the right to require compressed gas tanks to be removed from the Exhibit Hall during Show Hours. Helium-filled balloons are allowed in the Facility only as a display, and must be fastened to the booth. Balloons may not be given out within the Facility. All lighter-than-air objects must be removed from the Facility at the close of the Event. Facility reserves the right to assess a fee for retrieving any escaped lighter-than-air objects to the Exhibitor.
- (k) All booth personnel must be properly and modestly clothed.
- (l) No food or beverage may be served or sampled in any booth or on the show floor by anyone during a sponsored event. Food and beverage sampling in conjunction with specific exhibits must be approved in writing by NIPA. If approved, all food and beverage must be ordered through the Facility.
- (m) All booth floors must be finished. Exposed concrete is not acceptable. Booth carpet order forms are included in the Exhibitor Services Manual.
- (n) Exhibitor, at NIPA's sole discretion, is prohibited from taking videos and photographs of any booths in the Exhibit Hall, other than their own. Aerial photography, videography or stunts of any kind by an Exhibitor, i.e. drones, are strictly prohibited. The Exhibitor acknowledges and agrees that the NIPA, its employees and contractors may take photographs/videos, which could include images of Exhibitor, its name and logo, its representatives and its exhibits while attending the Exhibition. Exhibitor hereby consents to and grants to the NIPA and its affiliates, the unrestricted, perpetual, worldwide, royalty-free and transferable right and license to use (and grant others the right to use) the images worldwide in any manner without any compensation. Exhibitor acknowledges that NIPA is the sole and exclusive owner of all rights in the images and hereby waives (a) any and all rights in and to such images, and (b) any and all claims Exhibitor and its representatives may have relating to or arising from the images or their use.
- (o) Music in the booth or at any of Exhibitor's function held in conjunction with the Event is subject to applicable copyright and licensing fees. It is the sole responsibility of the Exhibitor to pay applicable fees.

- (p) All exhibit fixtures and booth structures are permitted to a maximum height of (8') (2.44 m) in inline and corner booths. Exhibitor agrees to abide by these maximum height limits and all other Booth Construction/Display Rules & Regulations, see Appendix A.
- (q) Umbrellas and canopies are considered part of the overall booth components and may not protrude into the aisle.

24. USE OF SPACE — LIGHTS/ AUDIO / VEHICLES ETC.

- (a) No spotlight may be directed toward the aisles or so directed that it proves to be irritating or distracting to neighboring Exhibitors or guests.
- (b) Droplights or special lighting devices must be hung at a level or positioned so as not to prove to be an irritant or distraction to neighboring Exhibitors or guests.
- (c) No strobe light effects are permitted.
- (d) Projectors, computer screens or TV screens must not cause people to block the aisle. Computer screens and TV screens are considered part of the overall booth components and may not protrude into the aisle.
- (e) Loud speakers or operation of equipment, which is of excessive sound volume to be annoying to neighboring Exhibitors or guests is not permitted based on the 80/80 Rule: Any sound that consistently exceeds 80 decibels measured at the edge of an Exhibitor's booth or is clearly identifiable more than 80 feet from that booth is considered objectionable.
- (f) No lighting, fixtures, lighting trusses, or overhead lighting are allowed outside the boundaries of the exhibit space. All lighting should be directed to the inner confines of the booth space. Lighting should not project onto other exhibits or aisles.

25. MEETINGS & DISPLAYS OUTSIDE EXHIBIT AREA

In order to ensure the success of the Event and avoid dilution of benefits extended to all partners, Exhibitor may not extend invitations, call meetings or otherwise encourage absence of other exhibitors/sponsors attendees from any program or other component of the Event during Show Hours or any function sponsored in connection with the Event without prior notice to and approval by NIPA.

Absolutely no exhibits are permitted outside the Facility. There are to be no displays in hotel rooms, hotel public areas or other facilities or areas contracted or used by NIPA.

26. HOTEL ROOMS, SUITES & MEETING ROOMS

NIPA reserves the right to control all suites and meeting rooms in the Facility and in those hotels participating in the NIPA housing block. These controls have already been set up with each property. The Meeting/ Function Space Application is included In the Exhibitor Console to submit requests for function space, including meeting and hospitality rooms. You also may submit your application for meeting space online in the "For Exhibitors" section of the website. No meetings, private functions, including lunch meetings, or entertainment can be scheduled during Show Hours. No product displays or demonstrations are permitted in meeting rooms. Activities that conflict with the

nature of NIPA are not permitted. Suites and meeting rooms are assigned on a first-come, first-served basis and only to Exhibitors and organizations allied with NIPA.

27. ATTENDEE LISTS

Attendee lists from the Event are distributed only to Diamond, Platinum, and Gold sponsors. Lists do not include email address or phone numbers of those attendees who have opted in to receive emails from exhibitors when registering for the Event. Such lists shall only be used for mailings of promotional material relating to Exhibitor's booth at the Event and shall not be reproduced, transferred or used in any other manner. In using such lists for mailings, Exhibitor must ensure compliance with all country, state and local laws and regulations including, but not limited to, the European Union's General Data Protection Regulations (GDPR) and the California Consumer Privacy Act (CCPA). The Exhibitor shall indemnify, hold NIPA, its directors, officers, employees, agents or subcontractors harmless from the performance or breach of this provision by Exhibitor, its employees, agents or contractors. The terms of this provision shall survive the termination or expiration of this Contract.

Please note that Exhibitor and no other individual or organization are authorized to market or to sell attendee lists of NIPA or the Event. NIPA shall not be responsible for any damages or costs related to Exhibitor for purchasing an attendee list via an unauthorized solicitation.

28. FIRE REGULATIONS

- (a) All materials used in exhibit booth(s) must be of a non-flammable nature. Electric signs and equipment must be wired to meet the specifications of the Facility and the Las Vegas Fire Prevention Division.
- (b) If Exhibitor has equipment that produces heat, smoke or open flames as an integral part of product demonstration, Exhibitor must provide ventilation, safety equipment and proper insulation and utility connections meeting all local fire regulations. Under such circumstances, Exhibitor must also receive written approval of plans from the Facility, the Las Vegas Fire Prevention Division and from Las Vegas. A heat producing device form to request approval from the Las Vegas Fire Prevention Division is included in the Exhibitor Services Manual.
- (c) A complete list of all fire regulations is included in the Exhibitor Services Manual. The Las Vegas Fire Prevention Division has reserved the right to update, change or amend its rules and regulations after publication in the Exhibitor Services Manual.

29. LABOR RELATIONS

- (a) Full-time employees of Exhibitor may set up Exhibitor's own exhibits without assistance from the local union. Any labor services that may be required beyond what Exhibitor's regular full-time employees can provide must be rendered by union personnel and can be ordered in advance through GES. Proof of full-time employment status may be requested by the Union Steward of any personnel working in Exhibitor's booth.
- (b) If Exhibitor intends to use an Exhibitor Appointed Contractor (EAC) to install and/or dismantle their booth, Exhibitor must register their EAC no later than the deadline date listed in the Exhibitor Services Manual. An EAC registration form is provided in the Exhibitor Services Manual. An original Certificate of Insurance must be filed with NIPA in order for any EACs to gain access to the Exhibit Hall. The Facility follows the ESCA (Exhibition Service Contractors Association) Badging System. All EACs are required to wear both a Facility Access Credential and individual Event credential at all times.

(c) Exhibitor may hand carry its own materials into the exhibit facility. The use or rental of dollies, flat trucks and other mechanical equipment, however, is not permitted. GES controls access to the loading docks in order to provide for a safe and orderly move-in/out. Only full-time employees of the exhibiting company are allowed to hand carry items. Unloading and reloading at the dock of any and all contracted carriers are handled by the General Services Contractor. A dock is provided for use by privately operated vehicles.

30. EXHIBITOR SERVICES MANUAL

In February, GES will distribute an Exhibitor Services Manual to Exhibitor that provides complete shipping instructions, production information, and other forms for all services needed during installation, Event Hours and dismantle.

31. WARRANTIES

NIPA makes no warranties, either express or implied, as to the availability or suitability of the contractors, services and/or equipment of the Facility, NIPA, or their respective employees, agents or contractors.

32. DO NO HARM

Exhibitor agrees to not engage in any conduct or take any action that is illegal or intended to reflect negatively on or harm the reputation or business interests of NIPA or its members. Exhibitor further agrees not to harm, disturb, disrupt, or otherwise interfere with NIPA's operations, including Event. Exhibitor shall immediately notify NIPA of any knowledge of or reasonable suspicion of violation of this provision by any exhibitor, attendee, or other entity.

33. RELEASE

In consideration of the opportunity to participate in Event, you and the company you represent agree to FOREVER RELEASE, WAIVE, AND HOLD HARMLESS NIPA and/or its members, officers, employees, and agents from any and all liability, injury, damage, loss, or expense that may arise, directly or indirectly, now or in the future, regardless of whether caused by fault on the part of NIPA, in connection with your attendance at a NIPA-hosted in-person event. You understand this release and waiver is intended to be as broad and inclusive as is permitted by law, and that if any portion of this release and waiver is held invalid, the remainder will continue in full legal force and effect. This release and waiver shall extend to and be binding upon you and your estate, heirs, executors, administrators, and personal representatives.

34. AMENDMENTS/ INTERPRETATION

NIPA reserves the right to amend and enforce this Contract. Written notice of any amendments shall be given to Exhibitor. Exhibitor, for itself, its agents and employees, agrees to abide by this Contract set forth therein, or by any subsequent amendments. NIPA reserves the sole right to interpret this Contract. All interpretations are final and are not subject to review or to appeal. Exhibitor, its employees, agents, contractors, and/or booth personnel in the sole interpretation of NIPA shall be subject to disciplinary action up to and including ejection from the Event and refusal to participate in any future events of NIPA.

35. ENFORCEMENT/ MISCELLANEOUS

This Contract is governed by Illinois law and the Exhibitor consents to the exclusive jurisdiction of the State and Federal courts seated in Cook County, Illinois, with respect to any action arising out of this Contract or NIPA. The parties explicitly acknowledge and agree that the provisions of this Contract are both reasonable and enforceable. However, the provisions of this Contract are severable and, as such, the invalidity of any one or more provisions shall not affect or limit the enforceability of the remaining provisions. Should any provision be held unenforceable for any reason, then such provision shall be enforced to the maximum extent permitted by law.

This Contract will be binding on the Exhibitor's heirs, successors and assigns.

36. LIMITATION OF LIABILITY

IN NO EVENT SHALL THE FACILITY, 2026 NIPA ANNUAL FORUM AND EXPO (2026NAFE), NIPA, THEIR OWNERS, MANAGERS, OFFICERS OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBSIDIARIES AND AFFILIATES (COLLECTIVELY " NIPA (PARTIES)") BE LIABLE TO THE EXHIBITOR OR ANY THIRD PARTY HIRED BY OR OTHERWISE ENGAGED BY THE EXHIBITOR FOR ANY LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEY'S FEES AND COSTS, ARISING OUT OF THIS APPLICATION AND CONTRACT OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THIS APPLICATION AND CONTRACT OR FOR ANY CLAIM BY EXHIBITOR, EVEN IF ANY OF THE NIPA PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EXHIBITOR AGREES THAT NIPA PARTIES' SOLE AND MAXIMUM LIABILITY TO EXHIBITOR, REGARDLESS OF THE CIRCUMSTANCES, SHALL BE THE REFUND OF THE EXHIBIT BOOTH FEE. EXHIBITOR AGREES TO INDEMNIFY AND DEFEND THE NIPA PARTIES FROM ANY CLAIMS BROUGHT BY A THIRD PARTY HIRED BY, OR ENGAGED BY THE EXHIBITOR FOR ANY AMOUNT BEYOND THE EXHIBIT BOOTH FEE. FURTHER, EXHIBITOR AGREES TO PAY ALL ATTORNEYS' FEES AND COSTS INCURRED BY NIPA PARTIES ARISING OUT OF, OR IN ANY WAY RELATED TO, THIS CONTRACT. EXHIBITOR SHALL BE SOLELY RESPONSIBLE FOR ITS ATTORNEYS' FEES AND COSTS.

37. PERSONAL INFORMATION CONSENT

EXHIBITOR ACKNOWLEDGES THAT PERSONAL INFORMATION OF ITS COMPANY CONTACTS MAY BE USED BY NIPA: (A) TO FULFILL THE PURPOSE AND OBLIGATIONS OF THIS CONTRACT; (B) TO COMMUNICATE OTHER INFORMATION ABOUT NIPA; (C) TO ENGAGE IN OUTREACH TO SOLICIT CORPORATE SUPPORT OF NIPA IN THE FUTURE; AND (D) IN FURTHERANCE OF ANY OTHER PURPOSE OUTLINED IN NIPA'S PRIVACY POLICY.