

The purpose of sponsorships and exhibits in conjunction with the NIRI Annual Conference is to offer NIRI members and other registrants the opportunity to meet with service providers and to examine in one convenient location state-of-the-art equipment, software, and other information tools valuable to the field of investor relations and corporate governance. Please initial on each page of this agreement and please sign and date on page 5 and return to niripd@niri.org.

- Eligibility - NIRI has the sole right to determine the eligibility of any company or product for inclusion in the Exposition and/or as a Sponsor.
- Agreement to Rules - Sponsor/Exhibitor, for his/herself or itself, its personnel, employees, agents or representatives, agrees to abide by the foregoing rules and those provided and contained in the Exhibitors Manual, and by any amendments and additional rules that may be put into effect by NIRI.
- Amendment and Addition Rules - As an Sponsor/Exhibitor at the NIRI Annual Conference, you and your company have agreed to abide by the established Exhibit Rules and Regulations. NIRI reserves the right to amend or change any of the rules and regulations, and communicate by posting these to the NIRI Annual Conference website. Sponsors/Exhibitors not complying with these Rules and Regulations will be asked to change or remove their booth and may be asked to leave the event. Any matters not specifically covered by the preceding rules shall be subject solely to the decision of NIRI. NIRI may, at any time, amend or add further rules to these rules, and all amendments made shall be binding on Sponsor/Exhibitor equally with the foregoing rules and regulations.

Alcoholic Beverages - The dispensing, distribution or use of alcoholic beverages in the Exposition hall is prohibited without the express prior approval of NIRI.

Americans with Disabilities Act (ADA) - All exhibiting companies are required to be in compliance with the Americans with Disabilities Act (ADA) and are encouraged to be sensitive, and as reasonably accommodating as possible, to attendees with disabilities. Information regarding ADA compliance is available from the U.S. Department of Justice ADA Information Line (800-514-0301).

Animals are NOT permitted in the facility unless they are service animals or part of a NIRI scheduled event.

Ancillary/Competing Event - Any conference Sponsor/Exhibitor event taking place during the Annual Conference (whether at the hotel or off-property) needs to be approved, at least 60 days prior to the conference, by the NIRI Professional Development staff (prodev@niri.org). Attendees, sponsors, Exhibitors, vendors and services providers may not sponsor private functions during published conference educational programs or evening receptions. Irrespective of Sponsor/Exhibitor status, NIRI reserves the right to restrict private functions to times that do not conflict with the official conference program or officially sponsored evening functions. See the Annual Conference program for the dates and times for sports functions, general sessions, concurrent breakout sessions, food and beverage functions and evening receptions. Further, selling and distributing literature or other items at another company's sales event is not permitted.

Balloons (Helium) are not permitted in the exhibit hall.

Booth Set-Up Guidelines - Only official contractors, Exhibitor Appointed Contractors (EAC's) and exhibiting company personnel are permitted on the show floor during move-in, move-out and **NO ONE** under the age of 16 is permitted on the show floor during that time. It is the responsibility of NIRI to ensure the overall appeal of the exhibit area. We need your cooperation in assuring an attractive Showcase. Guidelines addressing height, depth, structural integrity, storage and important detail for each type of booth construction are outlined under the Height and Non-Blocking Rules section. NIRI complies with any policy the Fire Marshal mandates, and adheres to the official and current IAEE Guidelines for Display Rules and Regulations. Should your exhibit not conform you will be asked to modify it on-site at your expense. NIRI will advise you if you are in violation and give you the opportunity to make adjustments prior to the Fire Marshal walk through.

Cancellation or Change of Exposition - In the event that the premises in which the Exposition is conducted should become unfit for occupancy or substantially interfered with by reason of any cause or causes not reasonably within the control of NIRI or its agents, the Exposition may be canceled or moved to another appropriate location, at the sole discretion of NIRI. NIRI shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of NIRI. Causes for such action beyond the control of NIRI shall include, but are not limited to: fire, casualty, flood, epidemic, earthquake, explosion, accident, blockage, embargo, inclement weather, governmental restraints, act of a public enemy, riot or civil disturbance, impairment or lack of adequate transportation, inability to secure sufficient labor, technical or other personnel, labor union disputes, loss of lease or other termination by the facility, municipal, state or federal laws, or act of God. Should NIRI terminate this agreement pursuant to the provisions of this section, the Exhibitor waives claims for damage arising therefrom. Refunds of "Paid Exhibit Space/Sponsorship Fees" in the event of event termination or cancellation shall be made to Sponsors/Exhibitors at the sole discretion of NIRI and in any case, will not exceed the amount of each Sponsor's/Exhibitor's paid exhibit space and/or sponsorship fee less any pro rata adjustments based on non-reimbursable direct and/or indirect event costs or financial obligations incurred by NIRI through the date of Sponsor's/Exhibitors' notification of event termination or cancellation or through the completion of event termination or cancellation processes, whichever is later.

Sponsor/Exhibitor Initial & Date: _____

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ANNUAL CONFERENCE
JUNE 4-7 • ORLANDO, FL

2017

Exhibit/Sponsorship Rules & Regulations

Cancellation by Sponsor/Exhibitor - In the event of cancellation by a Sponsor/Exhibitor, NIRI shall determine an assessment covering the reassignment of space, prior services performed, and other damages related to cancellation. All cancellations must be submitted in writing and the date the cancellation notice is received by NIRI will determine the applicable refund amount:

- **Before February 24, 2017:** 50% refund
- **After February 24, 2017:** no refund

In the event of either a full or partial cancellation by a Sponsor/Exhibitor, NIRI reserves the right to reassign canceled booth space and/or canceled Sponsorship. The subsequent reassignment does not relieve the canceling Sponsor/Exhibitor of the obligation to pay the cancellation assessment. Appropriate payment must be received within 15 days of cancellation.

Canopies and Ceilings - Canopies, including ceilings, umbrellas and canopy frames, can be either decorative or functional (such as to shade computer monitors from ambient light or for hanging products). Canopies for Linear or Perimeter Booths should comply with line of sight requirements. The base of the Canopy should not be lower than seven feet (7') from the floor within five feet (5') of any aisle. Canopy supports should be no wider than three inches (3"). This applies to any booth configuration that has a sightline restriction, such as a Linear Booth. Fire and safety regulations in many facilities strictly govern the use of canopies, ceilings and other similar coverings. Check specifics with GES.

Carpet/Flooring - Individual booth carpet is included in your booth space - multicolor ballroom carpet.

Children - under the age of 16 are not permitted in the exhibit areas. This is extremely important during move-in and move-out.

Cleaning - Booth and Aisle Areas - Aisles will be vacuumed daily and trash placed in the aisle after the show closes each day will be removed. Services for individual booth cleaning can be ordered through the official Decorator - GES.

Crate Removal, "Empty" Storage and Crate Return - GES is the EXCLUSIVE contractor for crates and carton removal and storage. Exhibitors will NOT be permitted to store empty crates or boxes behind or between booths during the show period. However, empty crates or boxes, when properly marked and identified by the Exhibitor will be removed, stored and returned to the booth at the close of the show. **Empty** stickers will be available at the GES Service Desk onsite.

Damage to Property - Sponsor/Exhibitor is liable for any damage caused by Sponsor/Exhibitor, Sponsor/Exhibitor's agents, employees or representatives to building floors, walls, or columns, or to standard booth equipment, or to other Exhibitor's property. Sponsor/Exhibitor may not apply paint, lacquer, adhesive or other coatings to building columns, floors or walls, or to standard booth equipment.

Demonstrations - As a matter of safety and courtesy to others, Exhibitors should conduct presentations and product demonstrations in a manner which assures all Exhibitor personnel and attendees are within the contracted exhibit space and not encroaching on the aisle or neighboring exhibits. It is the responsibility of each Exhibitor to arrange displays product presentation and demonstration areas to ensure compliance. Sound demonstrations should not exceed 85 decibels.

Direct Cash - Sales from the show floor are NOT permitted.

Electrical Service - Electricity is not part of your sponsor package, but can be purchased separately.

End-Cap-Draping - Any portion of your exhibit with **visible** unfinished sides or backs exposed **MUST BE DRAPED OFF**. (Example: metal grid behind pop-up displays) by 4:00PM on Sunday, June 4, 2017. After 4:00PM, NIRI reserves the right to drape of any unsightly areas at the Exhibitor's expense. You may arrange end-cap-draping through GES either pre show or at show site. The sides and the back of the outside of your booth may also not carry any signs or other copy that would detract from the adjoining exhibit.

Exhibit Staff Registration - There are no complimentary registrations associated with exhibit booths unless negotiated via Sponsor and Exhibit Contract. All exhibit staff must be registered and paid prior to the opening of the Showcase - **there are no complimentary conference registrations included with a booth**. The Exhibitor registration is offered at a reduced rate and applies only to Exhibitor personnel engaged in the display, demonstration, application or sales of the company's product or services. This conference registration entitles each registrant to full conference privileges including lunches, attending educational sessions and receptions. **Full payment is due at the time of registration**. Booth personnel shall wear "Exhibitor" badge identification furnished by NIRI at all times while they are in the exhibit area. NIRI reserves the right to restrict or limit the number of booth representatives. All exhibits must have personnel present during show hours.

Sponsor/Exhibitor Initial & Date: _____

Exhibitor Representative's Responsibility - Neither the conference/exhibition sponsor, nor its show management company or other agents or representatives, or their shareholders, officers, directors, employees or contractors shall be responsible for any injury, loss, or damage that may occur to Exhibitor or to Exhibitor's agents, employees, affiliated personnel, officers, directors, shareholders, contractors or representatives or any of their property, businesses, or other activities from any cause whatsoever, prior to, during or subsequent to the conference or exposition event. By signing this Agreement, Exhibitor expressly and voluntarily and knowingly assumes all such risk and expressly agrees, and hereby does, indemnify, defend and hold harmless the conference/ Exhibition sponsor, its show management company and other agents and representatives, and their shareholders, officers, directors, employees and contractors, from and against all claims and liabilities arising out of, or in any way related to, the acts or negligence of Exhibitor, Exhibitor's agents, employees or representatives.

Exhibitor Insurance - Sponsor/Exhibitor shall, at its sole cost and expense, procure and maintain through the term of this contract, comprehensive general liability insurance against claims for bodily injury or death and property damage occurring in or upon or resulting from the premises leased. Such insurance shall include contractual liability and product liability coverage, with combined single limits of liability of not less than minimum \$1,000,000 per occurrence/\$2,000,000 aggregate coverage. Such insurance shall name NIRI, the Facility, and the Official Decorator as an additional insured. During the term hereof, the Exhibitor shall maintain Workers' Compensation and Occupational Disease insurance in full compliance with all federal and state laws, covering all of Exhibitor's employees engaged in the performance of any work for Exhibitor. All property of the Exhibitor is understood to remain under its custody and control in transit to and from the confines of the hall. Proof of such insurance, including a Certificate of Insurance, shall be provided to NIRI as soon as practical but in no event more than three (3) calendar days after request, time being of the essence. Failure to remit such proof shall be a material breach of this agreement.

Fire Regulations

- All draperies, backdrops, bunting and other decorations must be flameproof; Exhibitors must have certificate of flame retardancy!
- All paper and other flimsy materials used for decorative purposes, including flameproof paper are prohibited.
- The use of liquid petroleum and gases is prohibited.
- Helium Balloons and tanks are prohibited.
- No liquid propane tanks – full or empty are allowed in the building.
- Flammable or combustible mixtures, waste, liquids and other hazardous materials are not permitted without approval of the JW Marriott Grande Lakes - Orlando.
- Combustible crates and packaging boxes MUST be removed after set-up period to the storage area.

Floor Load Capacity - Under no circumstances may the weight of any equipment or exhibit material exceed the specified floor load limit of the exhibit hall/ballroom. Sponsor/ Exhibitor accepts full and sole responsibility for injury or damage to property or persons resulting from failure, knowingly or otherwise, to distribute the exhibit material and products in conformity with the maximum floor load specifications.

Floor Plan Revisions and Relocation - NIRI retains the exclusive right to revise the exhibition hall floor plan and/or move assigned Exhibitors as necessary.

Food & Beverage - Any Food or Beverage dispensed or given away at booths must be supplied and prepared by the JW Marriott Orlando/Grand Lakes, who has exclusive food and beverage distribution rights. All catering orders must be approved by NIRI. Please contact Sharon Wall at swall@niri.org.

Giveaways and Sales Literature - Exhibitors/Sponsors who agree to sponsor an event or provide an official conference giveaway must be made available to all registrants and be distributed from within the confines of the exhibit space or space defined in a sponsorship agreement, and must be appropriate for distribution at a professional, educational conference. Unless defined in a sponsorship agreement, distribution of materials in session rooms, public areas and food and beverage tables is strictly prohibited. All materials distributed in unauthorized locations will be destroyed.

Glitter/Stickers/Confetti - is NOT permitted in the facility.

Hanging Signs and graphics are **ONLY** permitted in Island Booths (20x20 or larger). Whether suspended from above or supported from below, they should comply with all ordinary use-of-space requirements; for example, the highest point of any sign should not exceed the maximum allowable height for the booth type. Hanging signs & graphics should be set back ten feet (10') from adjacent booths and not exceed 10' in height to the top of the sign. Hanging signs may NOT extend outside of the exhibit's footprint. **Note: There are limited rigging-point in the exhibit hall. Please contact Scott Oser before making plans for hanging signs at soser@niri.org.**

Installing (set-up) - Dismantling (tear-down) - Hours and dates for installing, exhibiting, and dismantling shall be those specified by NIRI. Exhibitors must complete setup of their booth within the set up hours. If setup is not completed by the designated time and NIRI receives no communication from the Exhibitor, the booth may be resold or reassigned without refund. Tear down cannot occur during showcase hours or before the closing of the Showcase on Tuesday evening.

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Lighting - Exhibitors should adhere to the following suggested minimum guidelines when determining booth lighting: No lighting, fixtures, lighting trusses or overhead lighting are allowed outside the boundaries of the exhibit space. Exhibitors intending to use hanging light systems should submit drawings to NIRI for approval – please remember that there are limited rigging points in the exhibit hall. Lighting should be directed to the inner confines of the booth space. Lighting should not project onto other exhibits or aisles. Lighting, which is potentially harmful, such as lasers, or ultraviolet lighting should comply with facility rules and be approved in writing by NIRI. Lighting that spins, rotates, pulsates and other specialized lighting effects should be in good taste and not interfere with neighboring Exhibitors or otherwise detract from the general atmosphere of the event.

Local Laws - All exhibits must comply with local laws, fire ordinances and union regulations. This also includes local laws and hotel regulations related to appropriate behavior and the consumption of alcohol.

Nails, Staples, etc. – Do not nail, staple, tape, spray, hang or attach anything to walls ceilings, fixtures, and floors.

Occupancy Default - Any Sponsor/Exhibitor failing to occupy space contracted for shall not be relieved of the obligation of paying the full rental charge of such space. If not occupied by the time set for completion of the installation of the displays, such space shall be taken by NIRI, and re-allocated or reassigned for such purposes or use NIRI may see fit.

Parking is not allowed in any of the loading dock areas. Any vehicle parked in an unauthorized area will be towed at the owner's expense.

Payment Terms - All applications for exhibit space must be accompanied with payment according to the payment schedule. Exhibit space will not be assigned until required payment is received. NIRI accepts checks, American Express, VISA, MasterCard and Discover. Please make all checks payable to the National Investor Relations Institute (NIRI). Failure to provide payment may result in the following:

1. Exhibit space will not be assigned until payment is received
2. The booth may be reassigned, at NIRI's sole discretion
3. Pre- and post-event registration lists will be withheld until payment is received
4. Exhibitor will not be able to set up their booth and booth freight will not be delivered to the booth
5. Exhibit staff will not be provided badges to attend the exhibit area or the conference

Prizes/Raffles and Contests - The operation of games of chance or lottery devices, or the actual or simulated pursuit of any recreational past time, must be in conformance with US Federal Trade Commission regulations. Further, all contests must be cleared with NIRI staff at least 30 days prior to the conference.

Shipment of Exhibit Material – Be sure to ship all exhibit related materials to either the Advance Warehouse or the On-Site shipping address provided in the information to avoid misplaced or missing shipments. Detailed shipping information will be included in the Exhibitor Service Manual (February 2017).

Side Rails - on a corner booth may be taken down at the Exhibitor's request.

Smoking - is strictly prohibited in the exhibit hall.

Soliciting - outside of your exhibit space is prohibited.

Sound/Music - In general, Exhibitors may use sound equipment in their booths so long as the noise level does not disrupt the activities of neighboring Exhibitors. Speakers and other sound devices should be positioned so as to direct sound into the booth rather than into the aisle. Rule of thumb: Sound and noise should not exceed 85 decibels. Exhibitors should be aware that music played in their booths, whether live or recorded, might be subject to laws governing the use of copyrighted compositions. ASCAP, BMI and SESAC are three authorized licensing organizations that collect copyright fees on behalf of composers and publishers of music.

Structural Integrity - All exhibit displays should be designed and erected in a manner that will withstand normal contact or vibration caused by neighboring Exhibitors, hall laborers or installation/dismantling equipment such as forklifts. Displays should also be able to withstand moderate wind effects that may occur in the exhibit hall when freight doors are open. Refer to local building codes that regulate temporary structures. Exhibitors should ensure that any display fixtures such as tables, racks or shelves are designed and installed properly to support the product or marketing materials to be displayed upon them.

Subleasing - Exhibitor may not sublet assigned exhibit space, nor any part thereof, nor exhibit, offer for sale, or advertise articles not manufactured or sold by the exhibiting company, except where such articles are necessary for proper demonstration or operation of the Exhibitor's display, in which case identification shall be limited to the manufacturer's normal regular nameplate. Exhibitor may not permit non-exhibiting company representatives to operate from the assigned exhibit space. Rulings of NIRI shall, in all instances, be final with regard to use of exhibit space.

Tips & Gratuities to union employees are strictly prohibited.

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Towers - A Tower is a freestanding exhibit component separate from the main exhibit fixture. The height restriction is the same as that which applies to the appropriate exhibit configuration being used. Towers in excess of eight feet (8') should have drawings available for inspection. Fire and safety regulations in many facilities strictly govern the use of towers. A building permit may be required.

Use of Space - A booth is defined as an official space on the tradeshow floor that is purchased by a company and provides an avenue for an exhibiting company to display their wares for the allotted period of time. Exhibitor will receive an assigned booth space and be responsible for all related expenses such as registration fees, setup, AV, internet, decoration, shipping and/or receiving, transfer, storage, materials handling, catering and facility fees associated with installation of booth(s). Details and ordering information will be provided after confirmation of booth space. There is no restriction on the number of booths Exhibitors (parent companies and their subsidiaries) may purchase, provided there is capacity within the Showcase. Booths must be contiguous. Displays and demonstrations are limited to the confines of an Exhibitor's own booth, as is the distribution of literature or other items. Any sales literature found in concurrent breakout rooms or other places outside of the individual exhibiting companies booth without consent from NIRI will be confiscated and destroyed. Also, no live animals are permitted.

Waiver of Rights - Any rights of NIRI under this contract shall not be deemed waived in any manner except as specifically waived in writing and signed by an authorized officer of NIRI.

Oversight - An exhibition jury, composed of NIRI Professional Development staff and the Annual Conference Committee, will serve as the oversight body. They may be called upon to review exhibition and sponsorship applications to ensure they meet the educational goals of NIRI and exhibit/sponsorship guidelines. They may preview the exhibits before the Showcase opening or monitor during the Showcase to ensure compliance. On-site modification to exhibits, including display exhibit materials, may be requested (all related expenses will be the Exhibitor's responsibility). Failure to comply with the request may result in the immediate forfeiture and dismantling of booth space.

The above Rules and Regulations cover most of the common questions Exhibitors seek answers to. If you cannot find the information you are looking for or you believe that your display may not fall within the requirements, please contact Scott Oser at soser@niri.org.

Sponsor/Exhibitor Initial & Date: _____

Receipt and Acknowledgement of Exhibit/Sponsorship Rules & Regulations:

Company: _____ Company Representative: _____ Date: _____