

## 2019 Summer NAPE Exhibitor Contract

1. Parties. This Contract is between NAPE Expo LP and the registered Exhibitor. The terms "you," "your," or "Exhibitor" as used in this Contract refer to the company or individual named above as Exhibitor, including Exhibitor's representatives, agents and any individual / entity attending with your permission or authorization.

2. Event. Summer NAPE ("NAPE") is comprised of its Exhibits which are open on August 21 & 22, 2019, and its Conference to be held August 21, 2019, and related activities such as the Icebreaker Event, NAPE Business Luncheon, NAPE Hot Play Happy Hours, and Complimentary Luncheons. Admission to the NAPE Expo will be available to all registered attendees. NAPE Expo LP will make reasonable attempts to attract qualified attendees to the NAPE Expo, but does not guarantee specific volumes or levels of attendees.

3. Purpose. This Contract defines the terms of your participation in the 2019 Summer NAPE ("NAPE®") Exhibits to be held on August 21 & 22, 2019, at the George R. Brown Convention Center in Houston, Texas. NAPE® is held for the purpose of providing an opportunity for interested exhibitors of

(a) oil and gas exploration and development prospects,

(b) oil and gas producing properties or (c) oil and gas lease or land positions ("Prospect/Property"); providers of energy capital services to the energy industry ("Capital"); providers of services related to the energy industry ("Vendor"); other non-profit organizations related to the energy industry ("Endorser"); and other organizations making additional contributions to the event ("Sponsor") to make initial contact with show attendees ("Attendee") and with each other. This agreement outlines specific rights and obligations of each type of exhibitor.

4. Endorsers. NAPE Expo LP is conducting NAPE®. The American Association of Professional Landmen (AAPL), the Independent Petroleum Association of America (IPAA), the Society of Exploration Geophysicists (SEG), the American Association of Petroleum Geologists (AAPG), which are all limited partners of NAPE Expo LP, and other industry related associations and entities, endorse and attend NAPE®. These entities are referred to jointly and severally in this Contract as "Endorsers."

5. Date and Location. NAPE® will be held on Wednesday, August 21, 2019 from 7:00 AM to 6:30 PM, and Thursday, August 22, 2019 from 7:00 AM to 6:00 PM. Exhibits will be located in the George R. Brown Convention Center located at 1001 Avenida De Las Americas, Houston, Texas 77010.

6. Cost of Booth Space. (a) The Prospect/Property exhibit space rate is \$475 per 10'X10' booth space provided that Exhibitor's Registration and payment is received by September 28, 2018. The Prospect/Property exhibit space rate for any Exhibitor's Registration submitted after September 28, 2018, is \$650 per 10'X10' booth space. The Prospect/Property exhibit space rate for any Exhibitor's Registration after July 19, 2019, is \$800 per 10'x10' booth space.

(b) The Capital Providers exhibit space rate is \$475 per 10'X10' booth space provided that Exhibitor's Registration and payment is received by September 28, 2018. The Capital Providers exhibit space rate for any Exhibitor's Registration submitted after September 28, 2018, is \$650 per 10'X10' booth space. The Capital Providers exhibit space rate for any Exhibitor's Registration after July 19, 2019, is \$800 per 10'x10' booth space.

(c) The Vendor/Service Providers exhibit space rate is \$6,250 per 10'X10' booth space provided that Exhibitor's Registration and payment is received by September 28, 2017. The Vendor/Service Providers exhibit space rate for any Exhibitor's Registration submitted after September 28, 2017, is \$7,750 per 10'X10' booth space. The Vendor/Service Providers exhibit space rate for any Exhibitor's Registration after July 19, 2018, is \$8,500 per 10'x10' booth space.

#### 7. Booth Space.

(a) Starting booth size is 10'x10'. Additional space can be purchased in 10'x10' increments. Booth locations will be assigned by NAPE Expo LP. Exhibitor booth space(s) will not be reserved until after Exhibitor has paid the full amount due. All decisions by NAPE Expo LP regarding the location of booth space are final and NAPE Expo LP reserves the right to change your booth location at any time. The entirety of the exhibit and the exhibitors working the booth must remain within the boundaries of the rented booth space. All booth designs must be within the Exhibitor Booth Display Guidelines listed on [www.napeexpo.com](http://www.napeexpo.com).

(b) The following items are included in the Exhibitor registration fee: one 8' background drape and 3' side drapes. All other materials or services, including all furniture, the sole responsibility of Exhibitor, and any additional costs for extra materials or services will be borne by Exhibitor. Additional materials and services are available through Freeman Exhibitor Services (see #13).

(c) In addition, Exhibitor will be provided a single one-line 7" X 44" identification sign which displays Exhibitor's name as registered with NAPE Expo LP.

(d) There is no guarantee that Exhibitor will be assigned the exhibit according to priority points then space location(s) it requests on the Exhibitor Registration. Exhibitor Registrations will be assigned space on a first-come, first-served basis. NAPE Expo LP reserves the right to change the floor plan and/or change Exhibitor's exhibit space location at any time, including prior to or during the NAPE Expo, if NAPE Expo LP, in its sole discretion, determines that such change is in the best interest of the NAPE Expo.

(e) The height of booths, display equipment, and signs shall be restricted to the rules outlined in the Exhibitor Booth Display Guidelines. No exceptions to the rules outlined in the Exhibitor Booth Display Guidelines will be granted.

(f) The design of multi-level or covered booths must comply with all of the Facility's Fire Safety Regulations. Floor plans for all multi-level or covered exhibits must be submitted for approval to the Facility's Fire/Safety Department at least sixty (60) days in advance of the NAPE Expo.

(g) Dispensing or serving of beverages or food from the booth must be approved by NAPE Expo LP and the Facility prior to the commencement of the NAPE Expo.

(h) Smoke and/or fog-producing machines may not be used at any time.

(i) No luggage carts or wheeled carts of any kind will be allowed on the exhibit floor.

(j) All helium balloons must be approved in advance by NAPE Expo LP and the Facility. Small individual balloons are not permitted.

(k) Exhibitors will be responsible for providing, at their own expense, any security necessary for their exhibit.

(l) Exhibitor promptly shall pay the cost of any and all damage it causes to the Facility, booth equipment or property of another party.

(m) Exhibitor shall pay the costs of the services of any structural engineer required by NAPE Expo LP in connection with the Exhibitor's 2019 Summer NAPE® Exhibitor Contract

#### 8. Compliance.

(a) Each Exhibitor must comply at all times with the Rules and Regulations of the George R. Brown Convention Center (including all Fire Regulations and Damage Prevention Rules) included in the Exhibitor Packet. The Exhibitor shall be solely responsible for compliance with such Rules and Regulations and will hold NAPE harmless for Exhibitor's failure to comply.

(b) NAPE Expo LP reserves the right to (1) prohibit any exhibit or part thereof which, in its sole opinion, violates this Contract or in any other way, is not suitable to, or in keeping with, the character and spirit of the NAPE Expo; (2) close an exhibit which, in its sole opinion, violates this Contract during the course of the NAPE Expo.; (3) refuse to permit an Exhibitor which, in its sole opinion, violates this Contract to participate in one or more future NAPE Expos by reason thereof; (4) change the floor plan (including, but not limited to aisle spaces), without notice, in order to comply with fire, safety and accessibility regulations or to provide, in its exclusive judgment, a safer, more satisfactory, attractive and successful NAPE Expo; and (5) terminate or interrupt Exhibitor's use of or access to the space as a result of or arising from information possessed or threat(s) received by NAPE Expo LP or the Facility concerning an imminent danger to any part of the Facility or any occupant or guest therein or in any property immediately adjacent thereto, and NAPE Expo LP shall not be responsible for, nor have any liability arising from any such termination or interruption of Exhibitor's use of or access to the space.

(c) NAPE Expo LP has the absolute discretion to exercise the rights set forth above; provided, however, that the imposition by NAPE Expo LP of any one or more of the above actions shall not limit in any way other remedies available to NAPE Expo LP provided elsewhere in this Contract or provided by law.

#### 9. Exhibit Fee.

(a) For each booth space reserved, Exhibitor will have paid NAPE Expo LP as provided on the booth registration website at time of order.

(b) If Exhibitor or its representative has an outstanding balance of any type payable to NAPE Expo LP, it will not be permitted to install or set up its exhibit. No exhibits may leave the NAPE Expo at any time after installation until the final closing of the NAPE Expo unless special written permission is obtained in advance from NAPE Expo LP. No exhibit may be removed from the Facility until all bills accruing against the Exhibitor are fully paid or credit is approved by the creditor. In case of attachments or other legal proceedings affecting the Exhibit, the Exhibit shall forthwith become the property of NAPE Expo LP.

#### 10. Prohibited Acts.

(a) The following conduct and activities are prohibited, and at the sole discretion of Exhibition Management, may result in termination of the Exhibitor's Contract, and the refusal of Registrations to participate in any or all future NAPE Expos:

(1) The failure to timely pay any amount due to NAPE Expo;

(2) The demonstration of financial insolvency, either personally or by one's business entity; failure to pay creditors; declaration of bankruptcy;

(3) Criminal activity, including convictions of or guilty plea regarding fraud, crimes of violence, crimes of moral turpitude, any felony, or a sexual offense that results in registered sexual offender status in any jurisdiction;

(4) The failure to maintain acceptable decorum at the NAPE Expo including but not limited to intoxication, substance abuse, possession of illegal substances, theft, vandalism, sexual harassment, threats or violent acts toward others.

(b) An entity not exhibiting at the NAPE Expo, but holding an exhibit demonstration or display in a Houston, TX hotel, suite, meeting room or other non-NAPE Expo venue during the NAPE Expo ("suitcasing"), will lose priority points, which will affect space selection at future NAPE Expos. If an Exhibitor cancels its official NAPE Expo space and "suitcases" in any non-official venue during NAPE Expo dates, then the Exhibitor will lose all of its priority points for future NAPE Expos.

#### 11. Additional Services.

(a) Affiliated Organizations, Endorsers, Sponsors and Vendors may be listed, at the sole discretion of NAPE Expo LP, on event signage, in publications, and in advertising.

#### 12. Contractor Services.

(a) NAPE Expo LP has contracted with various contractors on an exclusive basis ("Official Contractors") to provide certain services for Exhibitors. Service companies other than the Official Contractors will not be allowed to perform any of these exclusive services that are defined in the online Exhibitor Service Manual. Nonexclusive services may be performed by approved Exhibitor-appointed contractors ("EAC") within certain guidelines that are defined in the online Exhibitor Service Manual. Approval of an EAC will be considered only in cases where NAPE Expo LP receives a written request from the Exhibitor no later than July 26, 2019. To be eligible for consideration as an approved EAC, Exhibitor must attach all of the following to its request: (1) an original, valid certificate of insurance for itself and/or its EAC in limits satisfactory to NAPE Expo LP; (2) a description of the work to be done and the personnel to be used; and (3) evidence of any and all business permits, licenses, insurance, and/or fees that may be required by the applicable state, county or local authorities with respect to the work performed.

(b) EAC approval will be considered only if it will not interfere with or prejudice the orderly set up, interim services, or dismantling of the Exhibition. An exception will not be granted if it is inconsistent with the commitments made by NAPE Expo LP in any contract with Official Contractors, or in its agreement with the Facility. For services such as electrical, plumbing, telephone, custom cleaning, and drayage (including all movement of material and equipment), no exception will be made, and the Official Contractor must be used. To make it possible to set up the NAPE Expo in the limited time available and to avoid confusion and congestion, the official drayage contractor must control all inbound and outbound traffic in loading and unloading areas, in the aisles, or in any other freight traffic patterns.

13. Additional Items. Upon NAPE Expo LP's receipt of your paid registration, NAPE Expo LP will ask Freeman Exhibitor Services (Freeman) in Houston, Texas, to provide you with an Exhibitor's Service Kit, which will detail the additional cost for other furniture, cork poster boards, electrical, and other NAPE®

South Exhibitor Contract booth equipment and service requirements. These services are being offered and furnished by Freeman; NAPE Expo LP and the Endorsers make no warranty whatsoever regarding such services by Freeman. All arrangements for the additional items mentioned in this paragraph are strictly between you and Freeman, or the vendor of your choice.

#### 14. Setup and Teardown.

(a) The NAPE Expo area will be available for exhibit setup on Monday, August 19, 2019, from 8:00 am to 5:00 pm, Tuesday, August 20, 2019, from 8:00 am to 5:00 pm and Wednesday, August 21, 2019, from 8:00 am to 11:30 am.

Actual occupancy of the Exhibitor's exhibit space by the Exhibitor is required. If the Exhibitor does not occupy its exhibit space by Wednesday, August 21, 2019 at 11:30 a.m., NAPE Expo LP may occupy or cause said space to be occupied as it may deem best for the interest of the NAPE Expo, without in any way releasing the Exhibitor from any liability hereunder. Furthermore, if the Exhibitor does not occupy/staff the space, all rights of an Exhibitor (Press Room distribution, etc.) may be revoked. All exhibits/displays must remain staffed and fully intact until 4:00 p.m., Thursday, August 22, 2019.

(b) Exhibit teardown will be on Thursday, August 22, 2019, from 4:00 PM to 9:30 PM and Friday, August 23, 2019, from 8:00 AM to 4:30 PM. Premature dismantling of and/or failure to fully staff said space during the entire NAPE Expo will result in the loss of priority points and a fine of \$250. Setup and teardown will not be permitted during exhibition hours.

#### 15. Cancellation, Withdrawal, Reduction, Refunds.

(a) Any withdrawal of a Registration for exhibit space, cancellation of exhibit space or reduction in size of exhibit space must be made in writing to NAPE Expo LP. Notice shall be the effective on the date that NAPE Expo LP receives such written notice. NAPE Expo LP reserves the right to treat any request for reduction in size of exhibit space as a cancellation of the original exhibit space and purchase of new exhibit space, and NAPE Expo LP may require Exhibitor to move to a new location if it requests a reduction in exhibit space size. Exhibitor specifically recognizes and acknowledges that NAPE Expo LP will be harmed if Exhibitor withdraws its Registration, or reduces the size of/cancels its exhibit space.

(b) If Exhibitor withdraws its Registration for exhibit space prior to NAPE Expo LP's issuance of confirmation and invoice, or reduces /cancels its exhibit space prior to the expiration of February 22, 2019, then 50 percent of amount of deposit paid by Exhibitor shall be returned.

(c) If Exhibitor fails to make payment as required by this Contract, withdraws its Registration, or reduces/cancels exhibit space after February 22, 2019, Exhibitor shall forfeit all monies paid and all rights in and to the use of any contracted exhibit space. In such case, Exhibitor shall have no right to a listing in the Official Exhibit Guide, exhibitor badges, or exhibitor hotel rooms. NAPE Expo LP shall have the right to dispose of the released space in such way as it may consider in its interests (including re-sale of such exhibit space) without any liability on the part of NAPE Expo LP.

16. Subletting Space. Exhibitor shall not assign, sublet, or apportion the whole or any part of the space allotted to it. Nor shall Exhibitor exhibit therein any other goods, apparatus, material or service that is not manufactured or distributed by the Exhibitor in the regular course of its business or allow any other

person or party to do so. If it is necessary to use the equipment of another manufacturer, that equipment should be displayed separately, and no advertising of that equipment may be displayed.

#### 17. Entrance to Exhibit Halls.

(a) Anyone wishing to enter the exhibit hall on Wednesday, August 21, 2019 and Thursday, August 22, 2019, must purchase an attendee badge at the prevailing price.

(b) All attendees must be at least 18 years of age. Attendee registrations and badges may be purchased for \$260 each if purchased by April 12, 2019, and \$340 each after April 12, 2019, and before July 20, 2019. After July 20, 2019, all registrations and badges must be purchased for \$380. Badges purchased the week of show on August 10, 2019 through August 18, 2019 must be purchased for \$480. Registrations are transferable through July 12th, 2019, for a \$75 transfer fee and transferable during onsite registration for a \$100 transfer fee. No registration will be transferred after the badge has been picked up. All attendee registration cancellations will incur a \$100 fee prior to May 10th, 2019. All cancellations after May 10th, 2019 are non-refundable.

18. Exhibitor Use. Exhibitor may not assign or transfer this agreement to any other party without the express written approval of NAPE Expo LP.

#### 19. Marketing within Exhibit Space.

(a) Prospect/Property Exhibitor may use the booth space only to show or discuss Prospects/Producing Properties and not to market other products or services or for other business purposes.

Prospect/Property Exhibitors who market services or other products will be charged, and hereby agree to pay, \$7,750 per booth space. NAPE Expo LP reserves the right to remove, at any time, any Prospect/Property Exhibitor found to be in violation of this agreement by using Exhibitor booth space for any reason other than to show or discuss Prospects/Producing Properties; and no refund shall be due Exhibitor. Only general information regarding Prospects/Producing Properties is to be provided by you at NAPE®. Specifics concerning a particular Prospect/Producing Property may be discussed only at a location other than NAPE®. You agree to show only Prospects/Producing Properties that you own or have a contractual right to sell. You agree that you are solely responsible for preserving the confidentiality of any information that you deem proprietary, including, but not limited to the use of appropriate copyright or restrictive legends on your Prospect/Producing Properties information.

(b) Capital Exhibitor may use the booth space only to provide information about your company and the energy capital transactions available through your company and not to market other products or services or for other business purposes. Capital Exhibitors who market services or other products will be charged, and hereby agree to pay, \$7,750 per booth space. NAPE Expo LP reserves the right to remove, at any time, any Capital Exhibitor found to be in violation of this agreement by using Exhibitor booth space for any reason other than to show or discuss energy capital transactions; and no refund shall be due Exhibitor. Only general information regarding the capital transactions available through your company is to be provided by you at NAPE®. Specifics concerning a particular energy capital transaction may be discussed only at a location other than NAPE®. You agree that you are solely responsible for preserving the confidentiality of any information that you deem proprietary, including, but not limited to the use of appropriate copyright or restrictive legends on your information.

(c) Vendor, Sponsor and Endorser Exhibitor may use the booth space only to provide information about your organization and the products and services available through your company and not to market other products or services or for other business purposes. Only general information regarding the product and services available through your company is to be provided by you at NAPE®. Specifics concerning a product or service may be discussed only at a location other than NAPE®. You agree that you are solely responsible for preserving the confidentiality of any information that you deem proprietary, including, but not limited to the use of appropriate copyright or restrictive legends on your information.

#### 20. Booth Occupancy.

(a) Only the above named "Exhibitor" and its subsidiaries may exhibit in the booth. Booth sharing by multiple parties is prohibited. Show guide listing, signage, and other promotional materials will be listed in Exhibitor's name only.

(b) The use of all speaker systems, including but not limited to amplified speaker systems, is strictly prohibited. Any sound projection shall be at normal conversation levels.

#### 21. NAPE® Website.

(a) The NAPE® Website ([www.napeexpo.com](http://www.napeexpo.com)) is intended to provide for the registration of NAPE® attendees and to display a list of registered exhibitors.

(b) Exhibitor agrees to be listed on the NAPE® website and agrees to allow a link to the Exhibitor's website, if provided by the Exhibitor to NAPE Expo LP, at the sole discretion of NAPE Expo LP.

#### 22. Printed Show Guide.

(a) Registered Exhibitors and corresponding booth numbers may be included in the NAPE printed Show Guide and mobile app pursuant to the following terms and conditions:

(1) Timely registration is required and NAPE Expo assumes no liability for omissions or errors. Exhibitor registration must be received by July 29th, 2019, to be included in the printed Show Guide. NAPE Expo LP, at its sole discretion, may include Exhibitors registered after those dates.

(b) The Prospect/Property Exhibitor in NAPE® may list up to ten Prospects for inclusion in the NAPE® show guide pursuant to the following terms and conditions:

(1) Timely submission of data is required and NAPE Expo LP assumes no liability for omissions or errors. Listings must be received by July 28th, 2019, in order to ensure listing in the printed Show Guide. NAPE Expo LP, at its sole discretion, may include listings received after those dates.

(c) The Vendor/ Service Provider Exhibitor in NAPE may list a company description of a maximum of 50 words for inclusion in the printed Show Guide only pursuant to the following terms and conditions:

(1) Timely submission of data is required and NAPE Expo LP assumes no liability for omissions or errors. Listings must be received by July 28th, 2019, in order to ensure listing in the printed Show Guide. NAPE Expo LP, at its sole discretion may include listings received after that date.

23. Standards. Each booth display must be done in a professional and businesslike manner and in compliance with all IAEE Guidelines for Display Rules and Regulations, a copy of which is included in the

Exhibitor Packet. Exhibitor shall be solely responsible for insuring that its booth complies with the IAEE guidelines and Exhibitor shall hold NAPE harmless for the failure of Exhibitor (or its vendor) to comply. Exhibitor and other participants (including representatives and associated third parties) must dress and conduct themselves in a professional and businesslike manner. NAPE Expo LP retains the right to cancel this Contract and to remove or require the removal of any exhibit or material that is unprofessional or otherwise contrary to the requirements of this Contract or to remove any participant's representative (including associated third parties) whose conduct or dress is unprofessional in NAPE Expo LP's sole discretion. If such action is necessary, there will be no refund of fees paid nor will NAPE Expo LP or any of the Endorsers be liable for any consequential damages.

24. Knowledge, Representations and Warranties. You and each of your representatives expressly understand, acknowledge and agree as follows:

(a) NAPE Expo LP's function in hosting NAPE® is solely for the purpose of affording an opportunity for all interested attendees (whether exhibitors of any kind or otherwise) to make initial contact with each other. The showing of any Prospect at NAPE® shall not constitute any offer to sell or to purchase any Prospect, and any communication between any parties regarding same shall be pursued separate and apart from NAPE® and, if any, shall be undertaken in full compliance with any and all applicable laws and regulations.

(b) Oil and gas exploration, development and production activities inherently involve highly speculative activities in which results cannot be exactly predicted and which necessarily involve a high risk of loss. All information furnished in connection with a Prospect/Producing Property is derived through the use of scientific or other techniques associated with the oil and gas business, and as such may not be relied upon as statements of fact. Any reserve estimates, production or price forecasts, exploration potential, predictions or similar information contained in the material furnished in connection with a Prospect/Producing Property are, or may be, estimates only and may not be relied upon as indicative of actual results.

(c) Neither NAPE Expo LP, nor any Endorser, nor any of their directors, officers, representatives or employees, or their members acting on behalf of NAPE® represent or warrant that they have in any manner investigated any Prospect/ Producing Property, Exhibitor or Capital Provider. None of such parties make any representation or warranty, express or implied, and hereby disclaim all implied warranties, as to

(1) the accuracy or completeness of any and all Prospects/ Producing Properties and capital transaction information;

(2) the presence of oil and gas in, on or under any Prospect/ Producing Property or any portion of a Prospect/Producing Property or any quantities in connection with any Prospect/ Producing Property;

(3) any results which may be expected from exploration, development or operation of any Prospect/ Producing Property;

(4) oil and gas marketing and prices to be received for the sale of oil and gas;



(5) the merit of the geology, economics or land situation of any Prospect/Producing Property;

(6) the environmental condition of any Prospect/ Producing Property;

(7) the availability for purchase of a particular Prospect/ Producing Property or of a particular interest in a Prospect/Producing Property;

(8) the financial or sophistication level of any Attendee or other participant; or

(9) the availability of a particular capital transaction or terms offered by a Capital Provider.

(d) You acknowledge and represent to NAPE Expo LP that

(1) you are able to bear the economic risk of any oil and gas investment you make;

(2) you are capable of evaluating the merits and risks of investments in oil and gas activities;

(3) any interest that you may acquire in any Prospect/ Producing Property will be for your own account and not with a view to the distribution or sale thereof;

(4) you are acting solely for your own account in making any evaluation; and

(5) this Contract, the event and any information provided to or obtained from NAPE® is not, and shall not be construed in any Exhibitor Contract way, directly or indirectly, as a prospectus or other such offer to sell a security or an interest in oil and gas properties.

(e) You shall and do hereby release NAPE Expo LP and the Endorsers, and their directors, officers, representatives, and employees and their members acting on behalf of NAPE® from any and all liability that may be incurred as a consequence of your showing any Prospect/Producing Property at NAPE®, or of any claims by any person alleging violation of copyright or proprietary rights of any person, or that such showing contains any matter constituting libel, slander or defamation, or of your review and/or purchase of any Prospect/ Producing Property or participation in any capital transaction as a result of any information provided to or obtained from

NAPE®.

(f) As both an Exhibitor and Attendee, you are solely responsible for any actions that you or your representatives take, or advise others to take, in reliance on any information furnished at NAPE® or on any Prospect/Producing Property which is made available for purchase at NAPE®, on any capital transaction that is offered at NAPE®, or any representations or use of Prospect/Producing Property information in violation of this Contract. You hereby indemnify and hold harmless and agree to defend NAPE Expo LP and the Endorsers, their directors, officers, representatives and employees and their members acting on behalf of NAPE® from and against any and all claims, lawsuits, liabilities, losses, damages, costs and expenses (including attorneys' fees and costs) incurred or resulting in any manner whatsoever by NAPE Expo LP and the Endorsers as a result of any matter set forth in sub-section (e) immediately preceding, or of any reliance or breach by you or your representatives under this

Contract.

(g) NAPE® will provide security personnel for the event, as it deems necessary, in addition to normal facility security; however, NAPE® assumes no liability for loss of property of any kind by, or physical injury to, Exhibitor or attendees, and you hereby release and indemnify NAPE® Endorsers from any such loss.

#### 25. Compliance with Laws and Regulations/Fire Inspection.

(a) Exhibitor is responsible for being knowledgeable of and in compliance with all applicable federal, state and local laws and regulations and all rules and regulations of the Facility while participating in the NAPE Expo and any activities in connection therewith, including, but not limited to, privacy and confidentiality requirements. NAPE Expo LP has no responsibility for Exhibitor's compliance with applicable laws, rules and regulations; compliance is mandatory and is the sole responsibility of the Exhibitor.

(b) Exhibitor and all of its service contractors and any other parties exhibiting or working in the Facility must comply with all applicable federal, state and municipal building and fire codes, and all exhibits must pass Fire Department inspection before opening date. Any questions regarding specific situations should be referred to the Facility's Event Services Department sufficiently in advance of the opening of the NAPE Expo to enable that Department to address any problems prior to the opening.

26. Assumption of Risks and Release. Exhibitor expressly assumes all risks associated with, resulting from, or arising in connection with Exhibitor's participation or presence at the NAPE Expo, including, without limitation, all risks of theft, loss, harm, damage, or injury to the person (including death), property, business, or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, or otherwise.

Exhibitor has sole responsibility for its property or any theft, damage, or other loss to such property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither NAPE Expo LP nor the Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither NAPE Expo LP nor the Facility shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages, and liabilities described in this paragraph.

#### 27. INDEMNIFICATION.

**EXHIBITOR SHALL ON A CURRENT BASIS INDEMNIFY, DEFEND (WITH LEGAL COUNSEL SATISFACTORY TO NAPE EXPO LP), AND HOLD HARMLESS NAPE EXPO LP, THE FACILITY, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES, FROM ANY AND ALL CLAIMS, DEMANDS, SUITS, LIABILITIES, DAMAGES, LOSSES, COSTS, REASONABLE ATTORNEYS' FEES, AND EXPENSES WHICH RESULT FROM OR ARISE OUT OF OR IN CONNECTION WITH: (1) EXHIBITOR'S PARTICIPATION OR PRESENCE AT THE NAPE EXPO; (2) ANY BREACH BY EXHIBITOR OF ANY AGREEMENTS, COVENANTS, PROMISES, OR OTHER OBLIGATIONS UNDER THIS CONTRACT; (3) ANY MATTER FOR WHICH EXHIBITOR IS OTHERWISE RESPONSIBLE UNDER THIS CONTRACT; (4) ANY VIOLATION OR INFRINGEMENT (OR CLAIM OF VIOLATION OR INFRINGEMENT) OF ANY LAW OR ORDINANCE OR THE RIGHTS OF ANY PARTY UNDER ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET, OR OTHER PROPRIETARY RIGHT; (5) ANY LIBEL, SLANDER, DEFAMATION, OR SIMILAR CLAIMS RESULTING FROM THE ACTIONS OF EXHIBITOR; (6) HARM OR INJURY (INCLUDING DEATH) TO**

**EXHIBITOR, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, OR GUESTS; (7) LOSS OF OR DAMAGE TO PROPERTY OR THE BUSINESS OR PROFITS OF EXHIBITOR, WHETHER CAUSED BY NEGLIGENCE, INTENTIONAL ACT, ACCIDENT, ACT OF GOD, THEFT, MYSTERIOUS DISAPPEARANCE, OR OTHERWISE; (8) ANY CONTEST, SWEEPSTAKES, DRAWING, GIVEAWAY OR SIMILAR ACTIVITY BY EXHIBITOR; AND (9) EXHIBITOR'S NONCOMPLIANCE OR ALLEGED NONCOMPLIANCE WITH THE ADA.**

**28.LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES SHALL NAPE EXPO LP OR THE FACILITY BE LIABLE FOR ANY LOST PROFITS OR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER FOR ANY OF THEIR ACTS OR OMISSIONS, WHETHER OR NOT APPRISED OF THE POSSIBILITY OF ANY SUCH LOST PROFITS OR DAMAGES.**

**IN NO EVENT SHALL NAPE EXPO LP'S MAXIMUM LIABILITY UNDER ANY CIRCUMSTANCES EXCEED THE AMOUNT ACTUALLY PAID TO NAPE EXPO LP BY EXHIBITOR FOR EXHIBIT SPACE PURSUANT TO THIS CONTRACT. NAPE EXPO MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE NUMBER OF ATTENDEES TO THE NAPE EXPO, OR REGARDING ANY OTHER MATTER.**

29.Force Majeure. If an event, including but not limited to, acts of God, acts, regulations, or orders of governmental authorities; fire, flood or explosion; war, disaster, civil disorder (including labor disputes or demonstrations of any kind), acts of terrorism or other violence, curtailment of transportation facilities, or other emergency, makes it impossible, illegal or otherwise inadvisable for NAPE Expo LP or the Facility to provide the facilities or services contracted herein, this Contract shall terminate without further obligation on the part of any party hereto. In the event of cancellation, postponement or disruption of the NAPE Expo for any cause beyond the control of NAPE Expo LP, NAPE Expo LP shall have no obligation whatsoever to Exhibitor. Exhibitor hereby waives any and all claims against NAPE Expo LP for damages or compensation due to cancellation or postponement of the NAPE Expo pursuant to this paragraph.

30.Amendments/Additional Rules and Regulations. Any and all matters pertaining to the NAPE Expo that are not specifically addressed in this Contract shall be subject to determination by NAPE Expo LP in its sole discretion. NAPE Expo LP shall have full power in the interpretation and enforcement of all matters contained herein, and the power to make, from time to time, such reasonable amendments thereto and such further rules and regulations as it shall consider necessary or desirable for the proper conduct of the NAPE Expo. Any such additional rules and regulations are an integral part of this Contract and hereby are incorporated into this Contract by reference. Exhibitor shall adhere to additional rules and regulations once they are communicated to Exhibitor. This Contract, including any additional rules and regulations made by NAPE Expo LP, states the entire agreement of the parties with respect to its subject matter.

31.Americans with Disabilities Act Requirements. Exhibitor agrees to comply with all applicable requirements of the Americans with Disabilities Act, its regulations and guidelines (collectively, the "ADA") and without limiting the foregoing, agrees to construct and operate its exhibit in compliance with the ADA.

32.Right of Entry and Inspection. NAPE Expo LP and/or its designees shall retain the right and unfettered discretion at any time to enter the exhibit space occupied by Exhibitor and to inspect any material distributed or made available in the space.

33. Governing Law and Forum. This Contract shall be governed by, construed and enforced according to the laws of Texas.

The parties hereby agree to submit themselves to the personal jurisdiction of the courts of Tarrant County, Texas, which shall be the exclusive venue for any disputes relating to this Contract.

34. Exhibitor Listings/Photographs.

(a) By participating in the NAPE Expo, Exhibitor grants to NAPE Expo LP a perpetual, fully-paid, non-exclusive license to use, reproduce, and display its name, trade name(s), and the name(s) of its product(s) and service(s) in any directory or other listing of NAPE Expo exhibitors in any and all media, including, without limitation, print and electronic media. In no event shall NAPE Expo LP be liable for any errors or for the omission of Exhibitor from any directory or other listing. Exhibitor agrees that NAPE Expo LP may photograph or video record Exhibitor's exhibit and workers, before and during the NAPE Expo and may use the same for promotional purposes. Exhibitor warrants that it owns all intellectual property that it will use at the NAPE Expo or that it otherwise has the legal right to use the intellectual property, pursuant to a valid license agreement.

(b) Due to the sensitive nature of prospect properties and unique booth displays at the NAPE Expo, photography and/or video recording of any booths by any attendee/ Exhibitor personnel other than the Official Photographic Contractor is prohibited. Exceptions shall be made only when advance written permission is obtained from Exhibition Management, from the Exhibitor whose booth/product is to be photographed or videotaped, and from all individuals to appear in the photograph or video.

35. Licenses, Permits and Taxes. Exhibitor is responsible for procuring any and all applicable licenses, permits and/or approvals required under federal, state or local law in connection with Exhibitor's activities at the NAPE Expo, and for paying all fees in connection therewith. Exhibitor is responsible for procuring any applicable tax identification number(s) and/ or permit(s) and for collecting and remitting all taxes, fees, charges, levies or penalties owed to any governmental authority in connection with Exhibitor's activities at the NAPE Expo. Exhibitor may not deliver merchandise at the Facility without the prior express permission of NAPE Expo LP.

36. Intellectual Property Rights. Exhibitors shall be liable for the violation or infringement of the rights of any party under any patent, copyright, trademark, trade secret, or other proprietary rights.

37. Soliciting/Catalogs. All marketing or soliciting must be done in the booth(s) proper. Attendees (exhibitors and viewers) are strictly prohibited from marketing or soliciting in the aisles or in the booths of others and from handing or laying out flyers or any other items at any time. Please report violators to the Show Management office. Violators will be removed from the Show and will forfeit their badge and future rights to attend NAPE. Circulars, catalogs, magazines, folders, and any other matter may be distributed only from within the Exhibitor's booth and must be related strictly to the products and/or services on display or directly available from the individual Exhibitor. Distribution from booth to booth or in the aisles is forbidden, and Exhibitors must confine their exhibit activities to their contracted space. Strolling entertainment or moving advertisements outside of an Exhibitor's assigned space is not permitted.

38. Contests/Giveaways. Exhibition Management reserves the right to review and approve Exhibitor's rules for any contest, sweepstakes, drawing or giveaway activity it will conduct at or in connection with

the NAPE Expo. In connection with all such activities, Exhibitor represents that it shall comply with all applicable federal, state and local laws and regulations and any and all applicable rules of NAPE Expo LP.

#### 39. Waiver/Severability/Terms of Facility Contract.

(a) Waiver by either party of any term or condition or breach shall not constitute a waiver of any other term or condition or breach of this Contract. The rights of NAPE Expo LP shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of NAPE Expo LP.

(b) In the event any provision of this Contract is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision(s), and such invalid provision shall be deemed to be severed from the Contract.

(c) Notwithstanding anything to the contrary stated herein, Exhibitor agrees that this Contract is subject to the terms of an agreement between and the Facility, and to the terms of any and all agreements between NAPE Expo LP and any other party relating to the NAPE Expo. Exhibitor shall not undertake any act or fail to fulfill any obligation which shall be in violation of said agreement

#### EXHIBITOR INFO

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