

## SPONSOR AND EXHIBITOR TERMS AND CONDITIONS

1. **API:** As used herein, "API 2020" or "Exhibition" shall refer to the API Cybersecurity Conference. Also as used herein "exhibitor," "applicant" and "company" shall refer to the party submitting the Application and Agreement. API will handle all pre-show and on-site decisions and its decisions will be final.
2. **Cost of Exhibit Space and/or Sponsorship:** See prospectus.
3. **Payments:** A .Pdf invoice will be sent upon receipt of your application. All checks are to be made payable to: American Petroleum Institute, P.O. Box 1425, Merrifield, VA 22116-1425, USA. **Reference your invoice number.** The check must be in U.S. currency only, drawn on a U.S. bank. A \$25.00 transaction fee will be due on each Wire Transfer received as payment, if not sent as U.S. currency. Please add this amount to your original payment. Credit cards are also accepted for payment.  
  
No exhibitor admission credentials will be distributed to any company who has not paid in full by November 10, 2020; and if any company still has not paid in full by the time of the first date of installation, November 13, 2020, they will not be allowed to set up their booth or receive any orders from contractors until the account is paid in full by Cashiers or Certified Check. **No personal checks or credit cards are accepted as payment for exhibit space on-site.**
4. **Cancellation:** An exhibitor may cancel or withdraw from the show subject to the following conditions and restrictions:
  - The exhibitor shall give API notice in writing of its intention to cancel or withdraw from the show.
  - In the event the said notice is received on or before September 1, 2020, the exhibitor shall be obligated and agrees to pay a cancellation penalty of 50% of the contract value.
  - In the event the said notice is received after September 1, 2020, the exhibitor shall be obligated and agrees to pay 70% of the contract value.
  - All refunds due will be paid to exhibitor no later than sixty (60) days after the close of the Exhibition.
  - In the event of cancellation, API shall have the right to use said space to suit its own convenience, including selling the space to another exhibitor, without any rebate or allowance to the cancelled exhibitor.
  - API assumes no responsibility and exhibitor waives any claims against API for having included the name of the cancelled exhibitor or description of their products in the show catalog, brochures, news releases or other materials concerning the show.
5. **Assignment of Space:** Whenever possible, space assignments will be made based on the location preferences requested by the exhibitor. API reserves the right to make the final determination of all space assignments in the best interests of the overall Exhibition.  
  
This Agreement will not be valid unless and until signed by an officer or representative of the Exhibiting Company on this official Space Application/Contract and returned to API.
6. **Right of Refusal:** API reserves the right to refuse rental of display space to any company whose display of goods, service or machinery is not, in the opinion of API, compatible with the general character and objectives of the Exhibition.
7. **Subletting of Space: In-person or virtual:** The exhibitor agrees not to assign, sublet or apportion space or any part thereof contracted for, nor to exhibit, advertise or offer for sale merchandise or services other than those manufactured or sold by exhibitor company in the regular course of business. As an example: when articles are required for the proper demonstration or operation of exhibit displays, in which case identification of such articles  
  
shall be limited to the regular name plate, imprint or other identification, which in standard practice appears normally on the article. Exhibitors may not permit non-exhibiting company representatives to work in their booths except their own dealers and representatives.
8. **Sharing of Booths: In-person or virtual:** Exhibit booth signage and listing in program will include only one company name. Co-sponsoring or co-exhibiting is not permitted.
9. **Competitors:** API will attempt to keep direct competitors no nearer than 8 feet from the other exhibitor if requested in the original application to exhibit, however, there is no guarantee if competitor is assigned long after original exhibitor's contract has been filed and reviewed.
10. **Default of Occupancy: In-person or virtual:** Any exhibitor failing to occupy their exhibit booth (contracted for but not cancelled) by 6:00 p.m., Monday, November 9, 2020 is obligated to pay the full cost of such space. API has the right to take possession of said space and lease.
11. **Failure to Hold Exposition: In-person or virtual:** Should any contingency prevent the holding of in-person API 2020, API shall retain only 80% of total participation fee. The virtual event will continue to take place. 20% refund will be issued within 30 days of event. The exhibitor waives all claims for damages. If, for any reason, the Exhibition shall be cancelled or deferred, the exhibitor waives all claims for damages or recovery of payments made.
12. **Exhibit Hours: In-person or virtual:** Exhibitors are required to keep at least one attendant in their booth during all show hours, subject to removal of their exhibit from the show at the company's expense.
13. **Exhibit Booth Displays:** Please refer to the specific rules and regulations that will be included in the Exhibitors Service Manual for all related rules and regulations regarding heights, sightlines, demonstration areas and signage.
14. **Liability, Insurance:** Exhibitors shall assume, and shall indemnify, hold harmless and defend API and their respective members, officers, directors, employees, contractors and agents (collectively "API Parties") from and against, any and all claims, damages, liabilities, costs (including reasonable attorneys' fees) and expenses (collectively, "Claims") arising out of or in any way relating to exhibitor's acts or omissions while a participant of API 2020, including but not limited to any Claims arising out of or in any way related to any bodily injury or property damage caused by exhibitor's acts or omissions. Additionally, exhibitors hereby waive, and release API Parties from, any claim against API Parties for damages or to liabilities of any kind, type or nature (including but not limited to any damage to property or business or injury to persons) arising out of or in any way relating to the Exhibition, except to the extent caused by an API Party's gross negligence or willful misconduct. In no event shall exhibitor be entitled to claim, and exhibitor hereby waives the right to claim, any special, consequential, indirect or punitive damages arising out of or relating to this Application and Contract of API 2020.
15. **Personal Property:** Exhibitor acknowledges that any/all property of exhibitor, including any personal properties of individuals, are the sole responsibility of such Exhibitor/Participant and API will not assume any liability for such properties in the event of fire, theft, mysterious disappearance or any loss of physical damage or any indirect damage as a result thereof. Participation attendance of the Exhibition will acknowledge the acceptance of all terms and conditions stated herein.
16. **Additional Insurance:** Additional insurance requirements, minimum coverage and liability clauses will be contained in the complete Exhibitor Regulations information posted on the conference website and are incorporated herein and are a part of this Application and Contract.
17. **Assignment:** Neither API nor the sponsor/exhibitor may assign their rights under this Agreement without the express written consent of the other party. API is unable to sign counter-agreements or 3<sup>rd</sup> party agreements.
18. **General Requirements:** All matters and questions covered in the "Exhibitor Regulations" may be amended at any time by API. Such amendments or additions shall be equally binding on all parties affected by this original "Exhibitor Regulations."