

The Company hereby agrees to be bound by and to comply with the Terms and Conditions stated below (“Terms and Conditions”), as well as the Exhibition Rules and Regulations and the Exhibitor Services Manual, which are integral to and fully incorporated by reference into this Agreement.

1. **Defined Terms:** The term “Exhibition” refers to the exhibition component of the ASME Turbo Expo 2021 Virtual currently scheduled June 7-11, 2021. The term "ASME" refers to The American Society of Mechanical Engineers.
2. **Contract Acceptance:** This Agreement shall become effective when it has been submitted by the Company in the manner described in the “Contract Acceptance and Authorization” section above and countersigned by a duly authorized representative of ASME.
3. **Qualification of Exhibitors:** ASME reserves the right to determine eligibility of the Company for inclusion in the Exhibition prior to, or after, execution of this Agreement. Eligible exhibits include products, components, systems, services, and publications in the additive manufacturing, digital transformation, medical, dental, robotics or manufacturing industry. Product and services exhibited should be intended for and generally used in a manner that conforms to state, federal, or other applicable laws or regulations. No other products can be displayed. The Company shall not display any product or display or distribute advertisements for a product which infringes upon the registered trademark, copyright or patent of another company. Product comparisons using product or written materials of companies other than the Company are prohibited. ASME, in its sole discretion, will determine the appropriateness of products exhibited, and reserves the right to prohibit display or advertisement of products which are in violation of these Terms and Conditions or do not meet the Exhibition’s objectives.
4. **Payment:** Payment by the Company is due as stated on invoice. Prompt payment will guarantee listing in event promotion and secure the Exhibition booth space reservation. Invoices for reserved booth space(s) not paid on schedule may, at the discretion of ASME, result in cancellation of the booth reservation. For reservations received within 120 days of the event, rental must be paid in full upon reservation of booth space. The Company agrees to indemnify and reimburse ASME for all costs and expenses incurred in connection with any collection effort should it be necessary for ASME to engage legal counsel or a collection agency to collect monies due ASME as a result of the Company’s failure to pay.
5. **Cancellation:** Cancellations by the Company must be made in writing (email accepted) to ASME and are effective on day of receipt.. Cancellation by the Company will result in the forfeiture of all prepaid rental charges. If the Exhibition is cancelled because of a reason beyond the reasonable control of ASME, the Company will receive a refund for any prepaid booth rental fee, after all related expenses incurred by ASME through the date of cancellation have been satisfied, including an administrative fee and overhead charges. The Company will be considered ‘no show’ if it does not occupy an exhibit in the designated space one hour before the scheduled opening of the Exhibition and has not given ASME the required written notice of cancellation. ASME has the right to use ‘no show’ exhibit space in such a manner as it may deem in the Exhibition’s best interest.
6. **Rules and Regulations:** The Company agrees to comply with all ASME Exhibition rules. The Company shall comply with all health and safety ordinances established by federal, state or local authorities. The Company agrees that its failure to conform to all such rules, regulations or ordinances may result in penalties imposed by ASME, including closure of its booth.
7. **Exhibit Setup:** Details regarding setup and booth requirements will be included in the Exhibitor Manual.
8. **No Assigning or Subletting Space:** The Company shall not assign, sublet, or apportion the whole or any part of the booth space allotted to it, or exhibit therein, any other goods, apparatus, etc. than those manufactured or sold by the Company in the regular course of its business.
9. **Copyrighted Materials:** The Company shall not play or permit the playing or performance of, or distribution of any copyrighted materials at the Exhibition unless it has obtained all necessary rights and paid all required royalties, fees or other payment.
10. **Conflicting Meetings and Social Activities:** In the interest of the entire Exhibition, the Company agrees not to extend invitations to meetings, receptions, outings, social events, or otherwise encourage attendee absence from the Exhibition hall during event hours.
11. **Consent to Use of Photographic Images:** The Company consents to ASME’s use and distribution (both now and in the future) of the images or voices of the Company’s employees in photographs, videotapes, electronic reproductions, or audiotapes of the Exhibition.
12. **Listing and Promotional Materials:** By exhibiting at the Exhibition, the Company grants ASME a fully-paid, perpetual non-exclusive license to use, display and reproduce the name, logo and contact

information of the Company in any Exhibition directory listing the exhibiting companies at the Exhibition and to use such names and logos in promotional materials. ASME shall not be liable for any errors in any listing or descriptions or for omitting any exhibitor from the Exhibition directory or other materials. The Company may not use the ASME corporate logo but, with ASME's prior written permission, may use the Exhibition logos only to indicate the Company's status as an exhibitor at the Exhibition and not to imply any endorsement by ASME.

13. The Company will comply with all applicable laws concerning performance of its obligations under this Agreement, including all guidelines, directives and regulations regarding data collected from attendees. In connection with the collection, generation, transmission, processing, storage, security and use of personal information, the Company will comply with all applicable Data Protection Laws. "Data Protection Laws" shall mean federal, state, provincial and foreign privacy and data security laws and regulations, including without limitation, the European Data Protection Directive (95/46/EC), any successor legislation including without limitation the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) and any implementing member state national law.
14. **Retail Sales Prohibited:** Retail sales are prohibited during the Exhibition. The Company must not complete sales by receiving payment or delivering its products in the Exhibition venue during the Exhibition. Violation of this rule may result in the Company's booth being repossessed by ASME. Selling, as opposed to order taking, may require payment of state sales tax and could subject the Company to civil or criminal liability for failure to register with State authorities or failure to pay sales tax. The Company agrees to indemnify and hold harmless ASME of and from any liability, cost, damages and expense arising from retail sales conducted by the Company during the Exhibition.
15. **Indemnification, Waiver and Release:** The Company agrees to indemnify, defend and hold harmless ASME, the Exhibition platform, and their respective members, officers, directors, agents, and employees (together, the "Indemnities") from and against any and all liabilities, damages, actions, costs, losses, claims, and expenses (inclusive of attorney fees) arising out of or resulting, in whole, or in part, from any act, omission, negligence, fault or violation of law or ordinance by the Company or its employees, agents, contractors, patrons, and invitees. The Company hereby waives each claim that arises or may arise in its favor against any one or more of the Indemnities for any and all losses or damage covered by insurance. The Company hereby releases each of ASME, the Exhibition venue and their respective officers, directors, members, employees and agents from any and all liabilities, damages, actions, costs, losses, claims and expenses (inclusive of attorneys' fees) arising out of or resulting, in whole, or in part, from any act, omission, negligence, fault or violation of law by ASME, the Exhibition platform or such other persons.
16. **Force Majeure:** Neither ASME nor the Company shall be liable for failure to perform its obligations pursuant to this Agreement, if prevented from doing so by any cause beyond its reasonable control, inclusive of contagious disease, internet outages, fire, flood, riot, earthquake, civil commotion, insurrection, labor disputes, strikes, war, shortage of or inability to obtain materials, supplies or utilities, or any law or government action that becomes effective after the date of this Agreement.
17. **Enforceability, Severability:** If any provision of this Agreement is held invalid or unenforceable under applicable law, such provision shall be ineffective, without invalidating the remaining provisions hereof. The headings of this Agreement are intended for convenience of reference and shall not affect their interpretation.
18. **Entire Agreement:** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof, and there are no representations, warranties, or undertakings with respect to such subject matter other than those expressly set forth herein.
19. **Amendments:** ASME reserves the right to make reasonable changes, amendments, or additions to these Terms and Conditions that it may deem necessary for the proper conduct of the Exhibition. Any such changes shall be binding on the Company equally with the other Terms and Conditions contained herein.
20. **Governing Law:** This Agreement and these terms and conditions shall be governed by, construed and enforced in accordance with their fair meaning and the laws of the State of New York without regard to the choice of law provisions thereof.