

BISA 2023 Annual Convention

Exhibits & Sponsorship Contract Rules and Regulations

Your signature on BISA's 2023 Annual Convention Exhibits & Sponsorship Contract Form indicates that you have read, understand, and agree to the BISA 2023 Annual Convention Exhibits and Sponsorship Contract Rules and Regulations stated below.

This Application and Contract to participate in the BISA 2023 Annual Convention ("Event") at the Fontainebleau Miami over February 26 – March 1, 2023 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 Bank Insurance and Securities Association (BISA). 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 BISA, 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 BISA and exhibiting company ("Exhibitor").

APPLICATION FORMS: All applications to exhibit must be via forms obtained from, and approved by, the Bank Insurance & Securities Association (hereafter known as BISA).

FLOOR PLAN: The floor plan will be adhered to as closely as possible. However, BISA reserves the right to modify said plan to the extent necessary for the best interests of the exhibit, the exhibitors and the show. If BISA makes any modifications to your booth space, BISA will notify you.

PAYMENT AND CANCELLATIONS: The undersigned hereby makes application for exhibit space at BISA's Annual Convention, which, when accepted by BISA, becomes a contract. The applicant agrees to accept exhibit space assigned by BISA and to make full payment upon application for all applicable membership dues, exhibit and sponsorship fees outlined. It is understood that exhibit reservations can only be guaranteed once payment is received and space will not be confirmed until fees are paid in full. In the event of cancellation of booth or tabletop space by the exhibitor, the exhibitor shall have the right to a 25% refund of booth/tabletop fees if written notice is received on or prior to Monday, December 5, 2022. Any exhibit space cancellation after Monday, December 5, 2022 will not be entitled to any refund. If exhibit space is part of a membership package, there is no refund for the exhibit space portion of your membership dues regardless of when your cancellation takes place.

EXHIBIT SPACE EQUIPMENT AND CONSTRUCTION:

10'x10' Booths –include 8' draped backdrop, 3' draped side rails, one skirted 30"x6' table, two side chairs, one wastebasket and a booth ID sign. All booth displays must stay within the space assigned and must not be taller than the 8' backdrop nor shall any booth display be taller than the 3' side rails in the front 50% of the booth.

Tabletops – include one skirted 30" x 6' table, two side chairs, one wastebasket and a booth ID sign. All tabletop display materials must fit on the table (not behind or beside it). If tabletop booth material is not contained to the top of the table, then exhibitor understands they are financially responsible for the difference between the rate paid for the tabletop and the rate for a 10'x10' Booth.

Kiosks – include one branded turnkey 1M x 42" kiosk, two side chairs, and one wastebasket. All materials must fit on the kiosk. If kiosk booth material is not contained to the top of the table, then exhibitor understands they are financially responsible for the difference between the rate paid for the kiosk and the rate for a 10'x10' Booth.

INSTALLATION AND DISMANTLING OF EXHIBITS: Hours and dates for installing, showing and dismantling exhibits shall be those specified by BISA in the exhibitor kit. Under no circumstances may dismantling occur before the scheduled move-out time. Exhibits are to be kept intact until the closing of the Exhibit Hall on Tuesday, February 28. No part of an exhibit shall be removed during the Show Hours without special permission from BISA Show Management. Should Exhibitor begin dismantling its booth before the close of the Exhibit Hall may lose the privilege of selection space with its membership tier priority and may entirely lose the privilege of exhibiting at future BISA events.

All freight must be removed from Facility by 12:00 Noon on Wednesday, March 1. If exhibits are not removed by this time, BISA reserves the right to remove exhibits and charge the expense to Exhibitor and BISA shall have no liability for any loss or damage to Exhibitor's exhibit property caused by such removal.

FOOD AND BEVERAGE POLICY: Please contact BISA Exhibit and Sponsorship Sales Team for Food and Beverage Sponsorship Opportunities.

Food and Beverages are not permitted in the exhibit hall area unless approved by BISA. Food and Beverage may not be ordered directly through the hotel without prior approval from BISA. BISA reserves the right to request modification of any exhibit or activity that BISA, in its sole discretion, determines to be objectionable.

CHILDREN IN EXHIBIT HALL: In order to maintain safety and also the professional and business atmosphere of the exhibit hall, children under the age of 18 are not permitted in the exhibit hall at any time.

SOLICITATION: No soliciting of attendees shall be permitted other than at exhibitor's booth/table. Samples, brochures, etc., may be distributed only within the exhibitor's booth/table.

DECORATING, HANDLING AND SHIPPING AND ELECTRICAL: BISA's official exhibit service provider is Alliance Exposition Services. The hotel will not accept any exhibit material. Exhibitors must ship to and from the convention and store all exhibitor materials for the convention in accordance with instructions included in the exhibitor's service kit. It is the exhibitor's responsibility to accurately identify all material and to comply with fire regulations. Additional order forms for electrical, internet, etc. will be included in the exhibitor's service kit. Service Kits will be sent 45 days prior to the start of the show.

LIABILITIES: Neither BISA, its members, officers, representatives, or employees, agents, licensees, general service contractor, or hotel shall, in any manner or for any cause, be liable or responsible to an exhibitor for any injury or damage to the exhibitor or exhibitor's directors, officers, employees, agents, licensees or guests, or for any loss of or injury or damage to the goods or other property of the exhibitor, or of exhibitor's directors, officers, employees, agents, licensees, or guests arising in connection with any aspect of the convention. Any and all claims for such injuries or damages are hereby waived.

Exhibitor hereby assumes entire responsibility and hereby agrees to protect, defend, indemnify and save the hotel, its owners, operator, Turnberry Plant Ventures, and each of their respective parents, subsidiaries, affiliates, employees, officers, directors and agents harmless against all claims, losses or damages to persons or property, governmental charges or fines and attorney's fees arising out of or caused by its installation, removal, maintenance, occupancy or use of the exhibition premises or a part thereof, excluding any such liability caused by the sole gross negligence of hotel and its employees and agents.

Exhibitor will defend, release, indemnify, and hold BISA, its members, directors, officers, employees, agents, licensees, general service contractor or guests harmless from any and all claims, injuries, damages and liability, including

reasonable attorney's fees, arising out of the acts or omissions of the exhibitor and/or exhibitor's directors, officers, employees, agents, licensees or guests arising in connection with any aspects of the convention.

CANCELLATION OF CONVENTION: If for any reason beyond BISA's control BISA determines that the BISA 2023 Annual Convention must be cancelled, shortened, delayed, dates changed, or otherwise altered or changed (collectively "Show Adjustment"), Exhibitor understands and agrees that BISA shall either refund or shall apply the fees paid to it by Exhibitor to the same event occurring in the following calendar year less (a) reasonable expenses, if any, incurred by BISA for fulfillment of this Agreement prior to a determination of the Show Adjustment; and less (b) the monetary value of benefits, if any, received by Exhibitor as it relates to the BISA 2023 Annual Convention prior to a determination of the Show Adjustment. Exhibitor understands that all losses and damages that it may suffer as a consequence of a Show Adjustment or cancellation are its responsibility and not that of BISA or its directors, officers, employees, agents or subcontractors. Except for the foregoing refund, Exhibitor understands that it may lose all monies it has otherwise incurred for the Show, including travel to the Show, setup, lodging, decorator freight, employee wages, etc.

ADMISSIONS: BISA will have sole control over all admissions of persons to the convention and its exhibit area. Admission is open only to individuals who are registered with BISA. Any attendance number used in marketing materials is based on history and may not reflect the actual number of attendees at that year's show.

TERMINATION OF DISPLAY PRIVILEGES: BISA reserves the right to terminate the exhibitor's display privileges at any time, without prior notice or liability, if BISA, in its sole discretion, determines that exhibitor has materially breached any of the terms, rules and regulations. If termination becomes effective during the convention, the exhibitor agrees to close their exhibit immediately upon receipt of notice of termination, and thereafter remove their exhibit from the exhibit hall as soon as possible and without disruption of the convention. Expulsion of an exhibitor under this rule shall not give rise to a claim for a refund of the fee(s) paid by such exhibitor.

GUARD SERVICE: BISA will furnish guard protection, but neither the management of the hotel, convention center, general service contractor, BISA, nor their agents, will be responsible for either any personal injury to the exhibitor or its agent or for the safety of exhibits against robbery, or damage by fire, accidents or other causes. The exhibitor is urged to take all such measures, and precautions as necessary to protect itself, its agents, employees and guests, as well as its exhibits, displays and property, against all possible injury, damage, loss and destruction at the convention and during move-in and move-out.

ANCILLARY EVENTS: Ancillary events and meetings must be scheduled through BISA to avoid any conflict with any scheduled event, education or social, in the meeting program. Exhibitors and sponsors must submit a completed request form through the [request form link](#). BISA will review the request to ensure it meets the criteria. Once approved, BISA will put the exhibitor in contact with the hotel to plan the ancillary event. To submit a form please click [here](#). Functions found to be in violation of BISA ancillary event guidelines shall be immediately discontinued and may result in the forfeiture of the exhibitor's access to the attendee list. The organization hosting the event waives any rights to claims of damages arising out of the enforcement of these guidelines.

EXHIBITOR INSURANCE: Exhibitor shall obtain and keep in force during the term of the installation and use of the exhibit premises, policies of Comprehensive General Liability insurance, insuring and specifically referring to the Contractual liability set forth in this exhibit, in an amount not less than \$5,000,000 combined single limit for personal injury and property damage. Hotel, its owners, its operator, Turnberry Plant Ventures and BISA shall be included in such policies as additional names insured. In addition, the exhibitor acknowledges that neither the hotel, its owners, its operator, Alliance Exposition Services nor BISA maintain insurance covering exhibitor's property and that it is the sole responsibility of the exhibitor to obtain business interruption and property damage insurance insuring any losses by exhibitor. Exhibitor shall deliver to BISA, upon request, certificates of insurance

evidencing such coverage and providing that each policy of insurance required to be maintained contains a clause requiring a 30-day pre-cancellation notice to the insured and the co-insured (or additional insured).

CONVENTION HOURS AND DATES: Hours and dates for installing, showing and dismantling exhibits shall be those specified by BISA in the exhibitor kit. Principal (s) and/or employee(s) of the exhibitor must be present in the exhibit space at all times during the open hours of the exhibition. No dismantling or packing may start before the official close of the exhibit hall. Exhibitors will be notified of any changes with the dates/times of the exhibit hall.

DISPLAYS AND DECORATIONS: Merchandise, signs, decorations or display fixtures shall not be pasted, taped, nailed or tacked to walls. No exhibit, merchandise, equipment, trunks, cases or packing materials shall be left in any aisle, but shall be confined to the exhibit space. No trunks, cases or packing materials shall be brought into or out of the exhibit space during exhibit hours. No signs, advertising devices or merchandise shall be displayed outside the exhibit space or project above or beyond limits of exhibit space.

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 connect with the Event without prior notice to and approval by BISA. 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 BISA.

UNION LABOR: Exhibitor must comply with all union regulations applicable to set-up, display and dismantling of its exhibit.

OBSERVANCE OF LAWS: Exhibitor shall abide by and observe all laws, rules, regulations and ordinances of any applicable governmental authority and all rules of the facility, city or state.

EXHIBITOR CONDUCT: Exhibitor and its representatives shall not congregate or solicit trade in the aisles, in the hotel, center lobbies or other common areas of the facilities. The prior written consent of BISA is required for the employment or use of any live model, demonstrator, solicitor or device for the mechanical reproduction of sound. Such employment or use shall be confined to the exhibit space. BISA, in its sole and absolute discretion, may withdraw its consent at any time, in which even exhibitor shall terminate such activity forthwith. All promotional plans must be submitted to BISA for approval in advance of the convention. Distribution of pamphlets, brochures or any advertising matter must be confined to the exhibit space. Exhibitor shall refrain from any action that will distract buyers from attendance at any official meeting or function at the convention. Exhibitor shall not enter into another exhibitor's space without invitation or when unattended. Neither exhibitor nor any of its representatives shall conduct themselves in a manner offensive to standards of decency or good taste.

Exhibitor agrees to conform to all federal, city, state and BISA rules and regulations. All exhibit decorations must be fire-retardant. Any exhibitor using live or recorded music at his/her tabletop is responsible for obtaining all music copyright licenses and/or agreements. All exhibitors are responsible for collection and payment of any applicable state and/or local sales taxes.

PHOTOGRAPHS: No photographs of exhibits or merchandise shall be taken without the prior consent of BISA or the exhibitor involved. BISA is permitted to photograph in the exhibit hall and use photos for promotional purposes.

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.

EXHIBIT PERSONNEL: All exhibitors affiliated with exhibits must register for the conference. Each person will be issued an exhibitor's badge and must be employed by the exhibitor or have a direct business affiliation. Complimentary registrations are outlined in the Prospectus.

ACCESSIBILITY FOR PERSONS WITH DISABILITIES: Each exhibiting company will be responsible for making their exhibit accessible to persons with disabilities as required by the Americans with Disabilities Act. It is understood that BISA will be held harmless by the exhibitor for the failure of its representatives to comply with the requirement as stated in the Americans with Disabilities Act.

SUBLETTING OF EXHIBIT SPACE: Exhibitors are prohibited from assigning or subletting a tabletop or any part of the space allotted to them. Exhibitors cannot exhibit or permit merchandise or advertising materials to be exhibited in their space that are not part of their own regular products. It is not permitted for money to change hands (including credit card payments) for products, merchandise, membership or services of any kind in the exhibit hall. Orders may be taken for payment at a later date.

INTELLECTUAL PROPERTY MATTERS: The Exhibitor represents and warrants to BISA 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. The Exhibitor agrees to immediately notify BISA 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 BISA, 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, BISA, 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.

ATTENDEE LISTS: Attendee lists from the Event are distributed only to exhibiting companies, other official partners and attendees. Please note that Exhibitor and no other individual or organization are authorized to market or to sell attendee lists of BISA. 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 BISA, 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.

USE OF BISA NAME AND LOGO: BISA reserves the right to approve use of its name and logo in all material disseminated to the media, public and professionals. BISA's name and logo may not be used without permission.