

2020 PDMA Annual Conference Terms & Conditions

1. Agreement

Please complete the agreement, noting your company name, address, contact person, telephone and fax numbers. Upon receipt of the agreement, PDMA will contact you with an updated floor plan for you to select a table. Tables are available on a first-come, first-served basis. PDMA will forward a notice confirming the table numbers assigned and any remaining balance due to PDMA (if applicable).

2. Payment Terms

Partner/Exhibitor must include a 50% payment if received on or before June 30, 2020. If application is received after June 30, 2020, please include 100% of payment. If any Partner/Exhibitor fails to perform any other term or condition of the contract, or fails to observe and abide by these Contract Conditions/ rules & regulations, PDMA reserves the right to terminate the contract immediately without refund of any monies previously paid.

3. Cancellation

All exhibits and sponsorships are available on a first-come, first-served basis. Exhibits and sponsorships are not reserved until PDMA receives payment. Cancellations received by July 31, 2020 will receive a 50% refund. No refunds after that date. Sponsor, as a condition of being permitted by PDMA to be a Sponsor in the 2020 Annual Conference, agrees to indemnify and hold harmless PDMA, Ewald Consulting, and their respective directors, officers, employees or agents, from any and all loss, which Partner may suffer as a result of show cancellation, duration, delay or other alterations or changes caused in whole or in part by any reason outside PDMA's control.

4. Assignment of Space

Space will be assigned on a first-come, first-served basis. No reservations for table space will be accepted over the telephone or without a signed contract. Exhibit Management reserves the right to make revisions to the floor plan.

5. Set-up and dismantle

Set-up and dismantle hours specified in the Exhibitor Resourced Page are subject to change, in which case all exhibitors will be notified in writing. Exhibits are to be kept intact until the closing of the floor. No part of an exhibit shall be removed during the conference without special permission from PDMA. Any Partner/Exhibitor that begins dismantling its display before the close of the show will lose priority status in future PDMA Conferences and may altogether lose the privilege to exhibit.

6. Subletting of Exhibits and Prohibited Uses

Partner/Exhibitors are prohibited from assigning or subletting a table or any part of the space allotted to them. Nor shall they exhibit or permit to be exhibited in their space any merchandise or advertising materials which are not a part of their regular products, or which are not compatible with the character of PDMA, without a written request and approval from PDMA. PDMA reserves the right to terminate any portion of the exhibit that is not in accordance with these rules without prior approval.

7. Hotel Services

Table furnishings such as tables, chairs, wastebaskets, carpeting, signs, flowers, and table services may be obtained from the hotel. The contact information for the hotel along with detailed information on shipping, labor, special fees, and material handling is included in the Exhibitor Resourced Page. The Exhibitor Services Manual will be emailed

to each company approximately 90 days before the conference or shortly after the Partner/Exhibitor Contract has been received by PDMA HQ. Without prior agreement with the PDMA Show Management, the individual company is responsible for any costs incurred as a result of a failure to meet scheduled deadline dates, and will be invoiced accordingly. If you have any questions or special requirements, consult the PDMA website at www.pdma.org.

8. Alcoholic Beverages

The serving of alcoholic beverages by Exhibitors in any part of the exhibit area is strictly prohibited.

9. Use of Space - General

All marketing activities of each Partner must be confined to the Partner/Exhibitor's allotted table space. Demonstrations on tables must be designed to take place and keep the audience within the existing table space to allow the free flow of traffic in the aisles. Partners/Exhibitors expressly agree not to hold any activity that, in the sole opinion of PDMA, creates a material adverse effect on attendance during the conference. If clarification is needed on a specific activity, please submit it to PDMA for approval.

10. Special Effects

Audio-visual and other sound and attention-getting devices and effects will be permitted only in those locations and in such intensity as, in the opinion of PDMA, do not interfere with the activities of neighboring Exhibitors. Operational equipment demonstrated may not create noise levels objectionable to neighboring Exhibitors.

11. Hotel Rooms and Meeting Rooms

PDMA reserves the right to control all rooms and meeting rooms in those hotels which are providing housing for PDMA. No entertainment, meetings, tours, special events, hospitality suite functions, or other private functions will be permitted during the PDMA 2020 Annual Conference activities unless approved by PDMA. Companies who are not in accordance with the stated rules may lose their privilege of exhibiting at this and future conferences.

12. Exhibit Construction and Layout

PDMA reserves the right to control the layout of the floor. Detailed regulations governing the construction, height, and layout of exhibits will be included in your Exhibitor Services Manual. These rules and regulations are to be considered an addendum to this document, and are subject to the full power and enforcement as set forth herein. If you require immediate access to these rules and regulations, please contact PDMA HQ for a copy. Each Partner will be held accountable for abiding by these rules and regulations governing stand construction and height limitations. PDMA reserves the right to control the layout of the floor. Partner/Exhibitor will be bound by the booth construction rules included in the Exhibitor Services Manual.

13. Liability

The "Exhibitor" assumes all responsibility for any and all loss, theft, or damage to "Exhibitor's" display, equipment, and other property while on the hotel premises, and hereby waives any claim or demand it may have against the hotel or its affiliates arising from such loss, theft, or damage. In addition, the "Exhibitor" agrees to indemnify, defend, and hold harmless PDMA and the Hilton Orlando Bonnet Creek against any liabilities, obligations, claims, damages, suits, costs, and expenses, including, without limitation, attorneys' fees and costs, arising out of or in

connection with the "Partner's" occupancy and use of the exhibition premises or any part thereof or any negligent act, error, or omission of the "Partner" or its employees or agents.

14. Insurance

Each "Exhibitor" shall carry and maintain all liability insurance. Participating "Exhibitors" assume the entire responsibility and liability for losses, damages, and claims arising out of injury or damage to "Exhibitor's" displays, equipment, and other property brought upon the premises of the Hilton New Orleans Riverside and shall indemnify and hold harmless PDMA, the management firm, agents, servants, and employees from any and all damages, claims, and/or destruction including theft or mysterious disappearance to any and all equipment owned by, leased to, or utilized by "Exhibitors."

15. Promotions, Contests, Printed Material, Etc.

All giveaway items with the exception of pens, pencils, luggage tags, pocket calendars, and similar items must be submitted for approval to PDMA prior to the conference. Sideshow tactics, or other methods, including marketing material, considered by PDMA to be objectionable, are expressly prohibited at the PDMA conference. Prizes, awards, drawings, raffles, lotteries, or contests may be permitted in accordance with applicable state laws. Requests for approval of such activities must be submitted in writing to PDMA three weeks prior to the opening of the exhibition. PDMA is not responsible for contacting or providing the contact information for any contests, drawings, or raffles that exhibitors choose to do at their booths, separate from the giveaways organized by PDMA. Distribution of promotional material to PDMA 2020 Annual Conference attendees' hotel sleeping rooms, public areas, or in technical sessions is strictly prohibited without the prior approval from PDMA. Use of PDMA hotel and conference-related facility communication systems to promote vendors or their products is also prohibited.

16. Use of PDMA Name

Participation by a Partner in the PDMA conference does not entitle the Partner to use the PDMA name other than with reference to the Partner's participation as a Partner in the PDMA conference without permission from PDMA. Participation in PDMA does not imply endorsement or approval by PDMA of any product, service, or participant, and none shall be claimed by any participant.

17. Cleaning

PDMA will arrange daily cleaning of aisle carpets and common areas. "Exhibitors" are responsible for maintaining the cleanliness of their respective exhibit space.

18. Press

PDMA reserves the right to control all media access and press activity during the PDMA conference.

19. Name Badges

In an attempt to better secure your investments, all representatives from an exhibiting company must wear a Partner's name badge to gain entrance to, and while on the Exhibit Gallery. Name badges must be authorized in writing by the designated company contact person. All badges included in any sponsorship package or booth purchase may only be used by an employee of the sponsor or exhibiting company.

20. On-site Name Badges

If additional badges are required on site, an on-site registration form must be completed

at the registration desk by the exhibiting company's contact noted on the agreement. There will be a charge for each additional Partner's full conference badge.

21. Americans with Disabilities Act/Similar Non-U.S. Statutes

Exhibitors shall be responsible for making their exhibits accessible to persons with disabilities, as required by the Americans with Disabilities Act or similar statutes as may apply outside of the United States and shall hold PDMA harmless from any consequences of failing to do so.

22. Enforcement

The Partner acknowledges that its failure to comply with the rules & regulations set forth herein will cause harm to PDMA. The Partner agrees that, if PDMA determines that a material violation has occurred, the Partner will lose the privilege of exhibiting at this and future PDMA annual conferences. In addition, PDMA reserves the right to immediately remove all exhibit materials if a violation occurs during the conference without issuing a refund.

23. General

All matters and questions not covered by the regulations are subject to the decision of PDMA. These regulations may be amended at any time by PDMA and all amendments that may be so made shall be equally binding on all parties affected by them, as are the original regulations. In the event of any amendment or additions to these regulations, written notice will be given by PDMA to such Exhibitors as may be affected by them.

Canons of Conduct

In order that PDMA may better achieve its purposes, the following Canons of Conduct are adopted and shall govern the conduct of all PDMA members, member representatives, and attendees. All such members, member representatives, and attendees in connection with all PDMA matters and activities:

- A. Must conduct themselves and their activities in a professional manner marked by integrity and spirit of fair play.
- B. Must refrain from engaging in any activity which would violate proprietary rights of their employers, PDMA, or any other PDMA member organization (including their representatives).
- C. Must abide by the bylaws and policies of PDMA.
- D. Must properly register and display appropriate credentials at PDMA activities.
- E. Must not engage in sales activities, including direct or indirect solicitation, or conduct any other activity contrary to purpose or policies of PDMA at a PDMA-sponsored activity without the express consent of the PDMA Board of Directors.
- F. Must not distribute any materials or post displays of any kind at PDMA activities without prior approval of an officer of PDMA.
- G. Must not engage in any form of personnel recruitment or use of PDMA facilities or resources to do so.
- H. Must not use the PDMA name, other than in the conduct of PDMA business, as determined by the PDMA Board of Directors.
- I. Must not use the PDMA membership list or any part thereof, except in the conduct of PDMA business, as determined by the PDMA Board of Directors.
- J. Must restrict the use of PDMA documents and other data for the purpose defined by the PDMA Board of Directors or PDMA policies.