

TERMS OF AGREEMENT It is understood that the following terms are accepted as a contract between Disability Management Employer Coalition (“DMEC”) and the applicant completing the application and order process (“Participant”) to rent booth space and/or confirm sponsorship at the **2024 DMEC FMLA/ADA Employer Compliance Conference** (the “Event”) at the **Dallas Sheraton Hotel** (the “Facility”). The online order and application to participate, inclusive of these policies, rules, and regulations (the “Application”), has been completed and confirmed by email and its terms are incorporated herein. It is agreed that Participant will abide by the rules and regulations set forth in the terms of the Application, contained within the Exhibitor Manual (as defined below), and contained within these Policies, Rules and Regulations (together, the Application, Exhibitor Manual, and these Policies, Rules, and Regulations shall be referred to as the “Agreement”) before, during, and after the Event, and shall also comply with any other reasonable rules considered necessary by DMEC and the **Dallas Sheraton Hotel** (“Facility”).

CONTRACT FOR SPACE/SPONSORSHIP Companies desiring to participate in the Event as an exhibitor and/or sponsor must complete the Application and return the completed Application to DMEC. A floor plan showing booth space layout in the exhibit hall of the Facility and assignment of booth and/or sponsored space by DMEC Staff (“Exhibit Management”) will be provided by January 31, 2024 and will be based on past participation with DMEC and information provided within the Application. DMEC will make an effort to accommodate each applicant’s preferred booth location; however, DMEC cannot guarantee location requests. If Participant’s choices are not available, DMEC will do its best in placing Participant nearest to Participant’s choices. DMEC retains the right to modify the floor plan at any time to the extent necessary for the best interest of DMEC and the Event.

PAYMENTS AND CANCELLATION BY PARTICIPANT

Conference sponsorship, exhibit booth, and add-on payments are due in full within 30 days of signed contract and issue of invoice. Booth space will not be assigned, and sponsorship benefits will not be rendered until all balances due are paid in full. Checks must be payable in U.S. dollars to DMEC. Participants failing to make the full payment as required will forfeit their right to participate in the event and lose any paid fees. In the event Participant cancels its reservation of booth space and/or sponsorship, a written notification to DMEC by email (info@dmecc.org) must be provided by the Participant.

If space and/or sponsorship is cancelled by Participant for any reason before **December 15, 2023**, then DMEC shall retain or collect 50% of the participant fee as detailed in completed application and provided invoice and any additional amounts shall be refunded to the Participant. Refunds will not be issued for any reason for any cancellation made on or after **December 15, 2023**. Subsequent reassignment of cancelled space and/or sponsorship by DMEC does not relieve the cancelling Participant of the obligation to pay the cancellation fees described herein. It is mutually agreed that by cancelling participation in the event, Participant relinquishes all benefits included with the booth space and/or sponsorship.

CANCELLATION OR CHANGE OF EVENT

In the event that the Event is canceled, terminated, or relocated to another appropriate location, at the sole discretion of DMEC, by reason of any cause or causes not reasonably within the control of DMEC or its agents, DMEC shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising directly or indirectly by virtue of a cause or causes not reasonably within the control of DMEC. Causes for such action beyond the control of DMEC shall include, but are not limited to: fire, casualty, flood, epidemic, pandemic, communicable disease, earthquake, explosion, accident, blockage, embargo, inclement weather, governmental restraints, orders or regulation, act of a public enemy, riot or civil disturbance, impairment or lack of adequate transportation, inability to secure sufficient labor, technical or other personnel labor union disputes, an unfit facility, loss of lease or other

termination by the Facility, municipal, state, or federal declarations or laws, or acts of God. Should DMEC terminate this Agreement pursuant to the provisions of this section, Participant waives any and all claims for damage arising thereof. In the event of termination, DMEC will provide documentation of the amount of the original invoiced fees less prorated adjustments based on costs incurred and benefits rendered prior to the date of termination. DMEC will provide options for transferring remaining funds related to booth spaces and/or conference sponsorships (not to be confused with a National Sponsorship) to a future event or refund opportunities as appropriate (at the sole discretion of DMEC). Approved refunds will be made to Participant in the amount of the original invoiced fees less prorated adjustments based on DMEC costs incurred and benefits rendered prior to the date of termination.

SUBLETTING AND ASSIGNMENT OF SPACE Subletting of booth and/or sponsored space or occupation of booth and/or sponsored space by more than one participating company is not allowed. Only actual employees of Participant (including approved subsidiaries) may occupy and operate within Participant’s contracted booth and/or sponsorship space. Only products, services, and materials from contracted Participant may be displayed or distributed within such booth and/or sponsored space.

EXHIBITOR SERVICE MANUAL An exhibitor service manual (the “Exhibitor Manual”) containing general and technical information regarding rates and instructions for shipping, drayage, labor, power, and other decorating needs will be sent via email to Participants with a reserved booth space approximately two (2) months prior to the Event.

BOOTH DISPLAYS & STAFF

- Participants with a booth space shall be solely responsible for its own materials and should insure its booth space and materials against loss or damage. All property of Participant is understood to remain in its care, custody, and control in transit to or from or within the confines of the Facility. Materials lost in shipment to and from the Event are not the responsibility of DMEC.
- Participants and approved guests must wear badges at all times for identification and admittance into the Event and related DMEC events.
- Participant may provide its own booth furnishings and may specify its own independent service contractor for the erection and dismantling of the booth, subject to the approval of DMEC. Participant agrees to follow all service contractor guidelines and requirements as provided. Participant must follow all local regulations, licensing, and labor agreements as applicable. The Exhibitor Manual will contain material and service order forms and additional information.
- Following set up, Participant will not be permitted to remove its materials from the Facility at any time after installation until published dismantle times, unless special permission is obtained in writing from the Exhibit Management.

All booth display construction designs must conform to the regulations set forth in the Exhibitor Manual supplied to Participant by DMEC. Additional construction and/or design of sponsored areas are not permitted. The character of the booth and any sponsored areas are subject to the approval of DMEC. Participant shall be required to obtain approval from DMEC before preparing any special displays, activities, and/or activities with a noise level or that may interfere with a DMEC-sponsored event. No walls, wings, partitions, decorations, or other obstructions may be erected which will in any way interfere with the view or activity of any booth. The exterior of any display cabinet or structure visible from an adjacent Participant’s space must be finished or suitably decorated at the expense of Participant. If Participant fails to conform to the regulations set forth in the Exhibitor Manual, Participant understands that it will be required to dismantle or modify the design at its sole expense. DMEC reserves the right to terminate Participant’s participation in the Event for failure to comply with any requests pursuant to this section.

EVENT FACILITY Participants shall follow all Facility guidelines and requirements as provided by both DMEC and Facility.

INSTALLATION DMEC shall designate an official service contractor to provide all services to Participants. The official contractor will have complete control of all dock and loading facilities and will receive all direct and advance shipments, handle all freight, and provide all rigging labor and equipment. The official service contractor will provide all shipping policies and show guidelines and requirements in advance. By participating in the Event, the Participant agrees to follow all service contractor guidelines and requirements as provided. Participant also agrees to permit DMEC to provide Participant’s contact information to the official service contractor. DMEC is not responsible for lost or mishandled shipments. All services not ordered in advance must be procured through the service desk staffed by the official contractor onsite at the Event.

Hours and dates for installing, exhibiting, and dismantling shall be those specified by DMEC in the Exhibitor Manual. Participant is required to adhere to Event hours. If setup of any booth and/or sponsorship area has not been started and appears as if it will not be concluded by the designated time, DMEC may order the space to be set up, and Participant shall be billed for all charges incurred. DMEC will not be responsible for any damage incurred. All booth and sponsorship areas must be substantially completed, and all aisles cleared of participant trash, materials, and crates by the designated time provided.

Nothing shall be posted on, tacked, nailed, screwed, or otherwise attached to columns, walls, floors, furniture, or other parts of the Event Facility. Damage resulting from such actions shall be repaired at the expense of Participant. Participant is liable for any damage caused to building floors, walls, or columns, or to standard booth equipment, or to other Participants’ property by Participants, its materials, or its employees or agents. Participants may not apply paint, lacquer, adhesive, or other coatings to building columns, floors, or walls, or to standard booth equipment. Any property destroyed or damaged by Participant must be restored to original condition by Participant at Participant’s expense.

DISMANTLING/MATERIAL REMOVAL Participant expressly agrees not to begin packing or dismantling booths and/or sponsored areas until the official closing of the exhibit hall. Materials left in booth and/or sponsored areas without instructions will be packed and stored at the discretion of DMEC, and all charges will be billed to Participant. DMEC is not responsible for damages or losses related to this clause.

DMEC shall designate an official service contractor to provide all services to Participant. The official contractor will have complete control of all dock and loading facilities and will coordinate the outbound shipping of all freight through their own shipping vendor. The official service contractor will provide all outbound shipping policies in advance. By participating in the Event, the Participant agrees to follow all shipping guidelines and to complete all outbound shipping forms as required. Outbound shipping through third-party vendors is permitted within the guidelines provided. DMEC is not responsible for lost or mishandled shipments.

DMEC reserves the right to remove from the Event premises any or all of the property of Participant should the Event be canceled or relocated, or should Participant violate any of the conditions of this Agreement. This right may be exercised without prior notice or hearing. Any costs of such removal shall be at Participant’s sole expense.

REGISTRATION OF PARTICIPANT STAFF/PERSONNEL

Exhibit hall attendance is restricted to qualified Participants and those certified by them. Participant shall be entitled to registrations as defined in the Application details. Participant shall have the option to purchase additional registrations at full registration price. Exhibit only badges do not include participation in educational sessions but do include

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participation in meals and evening events. Exhibit badges are not transferable and may not be shared amongst Participant's representatives.

CONDUCT OF PARTICIPANTS Participant and its representatives shall confine their activities to within Participant's assigned booth and/or sponsored space, which shall not interfere with the use of other booths or impede access to them or impede the free use of the aisle. Distribution by Participant of any printed matter, such as promotional materials, is strictly limited to the confines of Participant's booth. Non-participating companies or organizations will not be permitted to solicit business within the exhibit hall area nor in any public spaces controlled by DMEC. Participant and its representatives shall maintain a businesslike climate conducive with the Event. Participant must, at its expense, maintain and keep its booth and/or sponsored space clean and in good order in accordance with the Event. Distribution of food and beverages must be approved by DMEC and the Facility. Distribution of alcoholic beverages is strictly prohibited unless otherwise approved by DMEC. Participant shall not deface or otherwise obstruct the logo or branding materials or events sponsored by other companies throughout the Event, including but not limited to signs, badge holders, and conference bags.

DMEC reserves the right to determine in its sole judgment when a Participant and/or its representative has violated this Section and to take whatever action DMEC deems necessary to protect the safety of Event attendees and the public, up to and including immediate termination of Participant's participation privileges, expulsion from the Facility, and barring of Participation from future participation with DMEC.

HOSPITALITY ROOMS & EVENTS Participant may schedule private or public rooms for entertainment purposes, provided that DMEC provides written consent prior to scheduling any such event. Participant shall confine these activities to hours which do not conflict with official DMEC Event activities. Participant shall not distribute promotional material for hospitality events in any public areas of either the host hotel or the Facility.

DMEC LOGO Use of the DMEC logo and/or Event marketing/branding by Participant in conjunction with advertisements, signs, promotional materials, endorsements, statements, contests, and/or awards of any kind must be approved in advance in writing by DMEC.

Participant hereby grants to DMEC a limited, non-exclusive license to specified pieces of Participant's intellectual property, including Participant's name, acronym, and logo ("Participant Marks") as provided by the Participant and solely to identify Participant as a Participant of the Event. It is understood that Participant retains the right to review and approve in advance all uses of such intellectual property, which approval shall not be unreasonably withheld. DMEC acknowledges and agrees that Participant is the sole owner of all right, title, and interest to the Participant Marks. Participant represents and warrants that it has not previously disposed of any of the rights herein granted to DMEC, nor previously granted any rights adverse thereto or inconsistent therewith; that there are no rights outstanding which would diminish, encumber or impair the full enjoyment or exercise of the rights herein granted to DMEC; and that the Participant Marks do not and will not violate or infringe upon any patent, copyright, literary, privacy, publicity, trademark, service mark, or any other personal or property right of any third party.

FIRE REGULATIONS Fire regulations require that all display materials be flameproof. Electrical signs and equipment must be wired to meet the specification of the local Fire Marshall's Office. No flammable fluids or materials of any nature, including decorative materials, use of which is prohibited by national, state, or city fire regulations, may be used in any booth. Participant shall comply with all laws, ordinances, and regulations pertaining to health, fire prevention, and public safety while participating in the Event. Compliance with such

laws shall be the sole responsibility of Participant.

LIABILITY NEITHER DMEC, ITS AGENTS, EMPLOYEES, OFFICERS, OR DIRECTORS, NOR FACILITY, ITS REPRESENTATIVES, OR EMPLOYEES SHALL BE LIABLE FOR ANY DAMAGE TO THE PROPERTY OR LOSS OF BUSINESS TO PARTICIPANT BY THEFT, DAMAGE BY FIRE, OR OTHER MEANS OR FOR ANY INJURIES TO PARTICIPANT, ITS EMPLOYEES, AGENTS, CUSTOMERS, OR GUESTS; FOR ANY DAMAGE OF ANY NATURE, INCLUDING DAMAGE TO ITS BUSINESS FOR FAILURE TO PROVIDE BOOTH AND/OR SPONSORED SPACE; FOR FAILURE TO HOLD THE EVENT AS SCHEDULED; NOR FOR ANY ACTION OR OMISSION OF DMEC. PARTICIPANT IS SOLELY RESPONSIBLE FOR ITS OWN MATERIALS AND PRODUCTS, AND SHOULD INSURE BOOTH AND/OR SPONSORED SPACE AND PARTICIPANT'S PRODUCTS FROM LOSS OR DAMAGE FROM ANY CAUSE WHATSOEVER. IT IS UNDERSTOOD THAT ALL PROPERTY OF PARTICIPANT IS IN PARTICIPANT'S CARE, CUSTODY, AND CONTROL IN TRANSIT TO, OR FROM, OR WITHIN THE CONFINES OF THE FACILITY. DMEC SHALL BEAR NO RESPONSIBILITY FOR THE SAFETY OF PARTICIPANT, ITS PERSONNEL, EMPLOYEES, AGENTS, OR REPRESENTATIVES OF PERSONAL PROPERTY. DMEC WILL HAVE NO LIABILITY WHATSOEVER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, REGARDLESS OF HOW THOSE DAMAGES ARE INCURRED. Participant, on behalf of itself, its employees and agents, shall protect, indemnify, save and defend, and hold harmless DMEC, its agents and employees and the Facility, its agents, and employees from all costs, losses, damages and expenses arising out of or from any accident or other occurrence connected with the use or occupation by Participant of its booth and/or sponsored space.

PRIVACY AND DATA SECURITY Pursuant to this Agreement, Participant will be provided with certain contact information for the Event registrants. All such registrants will be notified by DMEC at the time of registration that their contact information will be shared with the Event Participants following the Event, and that they have the option of opting out of such sharing of information. The contact information for any registrant who opts out of such sharing of information will not be provided to Participant. There shall be no limitation on the length of time during which Participant may use such contact information, however, Participant agrees that it will not at any time sell or otherwise provide the contact information to any third party. Participant also agrees to undertake commercially reasonable and appropriate measures to safeguard the contact information. Should a data breach occur with respect to the contact information, Participant represents and warrants that it is and will be able to fully comply with the Data Breach Notification requirements of the General Data protection regulation of the European Union ("GDPR"), and that it will otherwise remain in full compliance with all applicable data protection and privacy laws, including but not limited to the GDPR and the federal, state and local laws of the United States.

INDEMNIFICATION Participant agrees to defend, indemnify, and hold harmless DMEC, the Facility, and their respective employees, agents, or representatives from and against any and all liabilities, losses, expenses (including, but not limited to, attorneys' fees), damages, claims (including, but not limited to, claims for injury to Participant, its employees, agents, representatives, or Event attendees), suits, demands, judgments, and causes of action of any nature arising from or as a result of (i) the negligent performance of Participant's obligations under this Agreement by Participant, Participant's agents, employees or representatives; (ii) the failure of Participant, Participant's agents, employees or representatives to comply with any term or condition of this Agreement; and/or (iii) the breach of any representation or warranty given or made by Participant.

CONSENT By participating as a Participant in the Event, Participant agrees to allow DMEC to provide Participant's contact information to third-party vendors contracted to participate in the Event by DMEC.

CERTIFICATE OF INSURANCE Participant shall, at its own expense, secure and maintain throughout the period of the Event, inclusive of move-in and move-out days, commercial liability insurance with a combined single limit of at least [\$1,000,000] each occurrence for bodily injury and property damage. Such insurance shall name DMEC and its directors, officers, agents, and employees as additional insureds. On or before **February 8, 2024**, Participant agrees to provide DMEC with a Certificate of Liability Insurance by an insurance carrier, evidencing the foregoing insurance coverage, as well as sufficient insurance coverage to support Participant's obligations of indemnification set forth in this Agreement, which shall include the following language in the description section of the certificate:

Disability Management Employer Coalition ("DMEC"), its employees, volunteers, and officers as additional insured over conference dates of March 25-28, 2024 in conjunction with your participation as an exhibitor and/or sponsor at the 2024 DMEC FMLA/ADA Employer Compliance Conference, Dallas Sheraton Hotel, Dallas, TX.

INTELLECTUAL PROPERTY Participant is responsible for obtaining all necessary licenses and permits to use music, photographs, or other copyrighted material in booths, displays, and/or sponsored areas. No Participant will be permitted to play, broadcast, or perform music or display any other copyrighted material, such as photographs or other artistic works, without first presenting to DMEC satisfactory proof that Participant has, or does not need, a license to use such music or copyrighted material.

DMEC condemns intellectual property infringement and counterfeiting; however, as a neutral organizer of the Event, DMEC does not involve itself in Participant disputes or provide legal advice. Participant agrees not to sue or threaten to sue DMEC for contributory infringement or any other theory that DMEC is indirectly or secondarily liable for a violation of intellectual property rights (e.g., trademark, copyright, or patent) by a third party.

Participant warrants that it is the owner or licensee of all intellectual property used by Participant at the Event or in promotion thereof. Participant agrees to defend, indemnify, and hold harmless DMEC, their officers, directors, employees, and agents, harmless from all loss, cost claims, causes of action, obligations, suits, damages, liability expenses, and costs including attorneys' fees arising from or out of any dispute involving intellectual property owned or used by Participant at the Event or in promotion thereof.

WAIVER OF RIGHTS Any rights of DMEC under this Agreement shall not be deemed waived in any manner except as specifically waived in writing and signed by an authorized officer of DMEC.

AMENDMENTS DMEC reserves the right to make changes, amendments, and additions to this Agreement as considered advisable for the proper conduct of the Event. Participant shall be advised of any such changes. DMEC reserves the right to reject any application or cancel any agreement for participation for any reason.

AGREEMENT TO RULES AND REGULATIONS Participant, for itself, its personnel, employees, agents or representatives, agrees to abide by the foregoing terms and conditions and those provided in the Application and Exhibitor Manual, and by any amendments and additional rules that may be put into effect by DMEC.