

This Agreement is for exhibiting and/or sponsoring at ADISA events during the calendar year 2021. The term Exhibitor refers to the company (or representative) wishing to purchase exhibit space or other display opportunity offered by ADISA surrounding its events (thus, Exhibitor refers to exhibitors as well as other additional opportunity sponsorships).

Payment

Payment is required in full at the time of exhibit selection. If payment is by check, the check must be received in the ADISA office no later than 60 days prior to the event. Checks must be drawn on US banks and issued to ADISA. Wire transfers are not accepted but we will accept electronic payments via credit card or electronic check. Sponsorships not paid in full within 60 days of the event will forfeit exhibit space and incur a cancellation fee (see Cancellation Policy below).

Assignment of Exhibit Space

Booth selection priority is determined by sponsorship level and prior year exhibitors. Prior year exhibitors will have a specified pre-sale reservation period to secure space with preference consideration for location requests. Diamond and Platinum sponsors will choose first, followed by Gold, Silver, then Bronze. Tabletop (Bronze) selection is on a first-come, first-served basis.

Booth/table preference options are available during exhibitor registration and will be assigned automatically, unless otherwise agreed upon.

New exhibitors will be offered best available on a first-come, first served basis after prior year exhibitors have been set. Exhibitor space will remain open and "for sale" until show management deems the hall "sold out". Availability of certain booth types may be limited.

Cancellation Policy

Cancellation by Exhibitor: Exhibitor may cancel this Agreement at any time. However, Exhibitor understands that ADISA will incur damages as a result of the Exhibitor's cancellation. Due to difficulty of determining such damages, Exhibitor agrees to pay the following as liquidated damages in the event of Exhibitor cancellation:

ADISA Live! Conference

• If the Exhibitor cancels, a \$2,500 administrative fee will be assessed.

• If cancellation is within 30 days of the event, in addition to the \$2,500 administrative fee, fifty percent (50%) of the Exhibit fee will be charged. This fee may be credited toward a future exhibit fee to be used within one year of the date of the event.

Spring Conference

- Fifty percent (50%) of the Exhibit fee if cancelled on or before 31 days of the event.
- One hundred percent (100%) if cancelled within 30 days of the event.

Annual Conference

- Fifty percent (50%) of the Exhibit fee if cancelled on or before 31 days of the event.
- One hundred percent (100%) if cancelled within 30 days of the event.

All cancellation notices must be in writing and received at ADISA's office.

Cancellation by ADISA: ADISA may cancel this Contract without liability if, for reasons beyond the control of ADISA, ADISA is unable to comply with the terms of the Contract or hold the Meeting as scheduled. In the event ADISA cancels, Exhibitor shall be entitled to a refund of all exhibit fees paid.

Exhibit Restrictions

All display structures and materials must be placed within the confines of your rented exhibit space. Exhibitors must take caution not to impair the line-of-sight of adjacent booths and to comply with specific height, floor surface, or other posted boundary requirements. Exhibitor must ask and receive written permission for any display reaching over eight feet (8') in height. Any sound or music must be at a level that does not interfere with adjacent exhibit spaces. ADISA reserves the right to make the final determination about the reasonableness and appropriateness of any display and to require any necessary adjustment to correct infractions. The Exhibitor will be responsible for any costs incurred for these adjustments. The numbers of offerings/sponsors are limited based on exhibit size. Contact ADISA for more detail.

No alcohol may be served from exhibit booths without ADISA's written permission.

ADISA reserves the right to reject or terminate exhibit privileges of any exhibitor due to conduct of personnel, method of operation or materials deemed by ADISA to be objectionable or detrimental to the show.

ADISA uses an exhibition and trade show management company for our Spring and Annual Conferences for set up and dismantling of the exhibit hall. An outside company may be used by exhibitor, but must be approved in advance by ADISA. If ADISA is contractually bound by a hotel's in-house AV company to exclusively provide rigging, truss, electrical, or internet services, the exhibitor must adhere to this policy as well.

Sharing of Exhibit Space

Exhibitors may not sublet or lease exhibit space to another entity without written permission from ADISA.

MBD Exhibitor Limits (all Sponsors must be an ADISA member in good standing):

- Bronze and Silver-Max of one Sponsor represented at all events
- Gold Max of two Sponsors represented at all events
- Platinum Max of three Sponsors represented at all events
- Diamond Five Sponsors represented at all events (other Sponsors may be added by permission with additional fees).

Relocation of Exhibit Space

ADISA reserves the right to alter locations of booths or tables from that shown on the show floor plan in order to comply with space and safety. Exhibitors of affected booths or tables will be notified immediately.

Schedule

The Exhibitor agrees to adhere to the published Exhibit Hall schedule and to any variations in the schedule that may be required during the event at ADISA's sole discretion. Exhibits <u>MUST be left up, open and fully functional and in show condition until the posted closing</u> hours of the last official function. Any early tear downs cause both safety hazards and <u>detract from the show's appearance. A surcharge will be applied to any early closing</u> violators. ADISA can normally arrange for the show general service contractor to dismantle and pack any booths for those needing to depart early for a reasonable charge.

Neither exhibitors nor sponsors/affiliates not exhibiting may host company social functions or events which compete with ADISA's posted conference programming without express, written permission from ADISA.

In Conjunction With (ICW) Meetings

Exhibitor agrees not to conduct a publicized meeting/activity or social function during ADISA Conference hours for the conference duration. Requests for meeting space should be directed to ADISA who will put exhibitor in contact with appropriate hotel staff. ADISA may assist with negotiating hotel meeting space as availability exists.

Exhibitor and Additional Opportunity Attendee List Policy

To ensure exhibitors can still send out invitations and introductory emails, ADISA distributes contact information on attendees to exhibitors. For most levels, this includes names, companies, and addresses. To comply with the anti-spam legal concerns and to minimize member complaints about too many repeat emails, we arrange for emails to be sent from the exhibitor's email address via a third party delivery service. ADISA will assist paid exhibitors & additional opportunities purchasers with a blast(s) email to attendees with varying frequency:

- Additional opportunities receive one blast pre and post conference
- Bronze Table Exhibits receive one blasts pre and post conference
- Silver Table Exhibits receive two blasts pre-conference and one blast post conference
- Gold Table Exhibits receive three blasts pre-conference and one blast post conference

- Diamond and Platinum exhibitors receive enhanced attendee list allowing for more blasts. ADISA's Alternative Investments Research & Due Diligence Forum Silver exhibitors will also receive enhanced attendee list.
- The attendee list is for the use of the paid exhibitor only in preparation for the event only.
- If MBD exhibits, the list is for the use of paid members represented within the booth. No list sharing permitted.

Exhibitors will receive additional details how to submit and schedule blast information via an easy-to-use web template.

Attendee Registration

Exhibitors receive the following complimentary attendee event registrations as outlined below. Additional personnel must register and pay fees as regular attendees.

Spring Conference

- Diamond sponsors receive eight (8) complimentary attendee registrations.
- Platinum sponsors receive five (5) complimentary attendee registrations.
- Gold sponsors receive three (3) complimentary attendeeregistrations.
- Silver sponsors receive two (2) complimentaryattendee registrations.
- Bronze sponsors receive one (1) complimentary attendee registration.

AI Research & Due Diligence Forum

Gold sponsors receive three (3) complimentary attendee registrations

- Silver sponsors receive two (2) complimentaryattendee registrations.
- Bronze sponsors receive one (1) complimentary attendee registration.

Annual Conference

- Diamond sponsors receive eight (8) complimentary attendee registrations.
- Platinum sponsors receive five (5) complimentary attendee registrations.
- Gold sponsors receive three (3) complimentary attendeeregistrations.
- Silver sponsors receive two (2) complimentaryattendee registrations.
- Bronze sponsors receive one (1) complimentary attendee registration.

All additional opportunities will receive one (1) additional complimentary attendee registration.