

EXHIBIT SPACE TERMS & CONDITIONS AND RULES & REGULATIONS

RULES AND REGULATIONS

The following rules and regulations are designed to promote a successful and safe show and may be amended at any time by M-PACT to accomplish these goals. M-PACT reserves the right (at exhibitor's expense) in its sole and absolute discretion to erect any exhibit, to prohibit the erection of any exhibit, or to require the removal (at exhibitor's expense) of any exhibit upon or from the floor of the show area, and also reserves the right to have any exhibitor, or exhibitor's employee, guest or representative removed from the floor of the show area if any exhibit, exhibitor, or exhibitor's employee, guest or representative is found by M-PACT to be in violation of any one or more of this agreement's provisions, including the provisions of these Terms and Conditions. If M-PACT takes any action against a party according to the provisions of this section, the exhibitor may not recover any exhibit fees paid to M-PACT. Furthermore, M-PACT will have the sole and absolute discretion to determine what an exhibitor may use in a booth product demonstration or in any exhibit in general. M-PACT will not permit any exhibits or booth product demonstrations that it feels may be offensive to its members. By way of example and not in limitation of the generality of the foregoing, M-PACT will prohibit any exhibits or booth product demonstration it feels contain pornography, weapons, or animals.

M-PACT reserves the right to waive, modify, amend or otherwise alter any provision of these Rules and Regulations. Such waiver, modification, amendment or alteration shall apply only to the provision waived, modified, amended or altered. All other provisions contained herein shall remain in full force and effect as written.

Please visit www.m-pact.org for the most up-to-date version of these Rules and Regulations.

a. Installation and Dismantling of Exhibits

1. Exhibitors may not erect or dismantle exhibits at any time except as provided by M-PACT. Installation hours are as follows:
Exhibitor Move In
Indiana Convention Center | Contracted Exhibit Halls
Mon., April 18, 2022 | Decorator Move In
Mon., April 18, 2022, 11:00 am | Trucks Move In
Tues., April 19, 2022, 9:00 am - 5:00 pm | Exhibitor Move In
Wed., April 20, 8:00 am - 10:00 am | Exhibitors Move In Continued
Thurs., April 21, 3:01 pm - 8:00 pm | Exhibitor Dismantle and Move Out
Exhibitor's displays may not be dismantled or packed in preparation for removal prior to the official closing time on Thursday, April 21, 2022. Every exhibit must be fully staffed and operational during the entire show.
2. It is the responsibility of the exhibitor to see that all its materials are delivered to the Exhibit Hall and removed from the Exhibit Hall by the deadlines specified by M-PACT. Should the exhibitor fail to remove the exhibit, the removal will be arranged by M-PACT, without any liability of any kind to M-PACT, at the exhibitor's expense. Furthermore, if an exhibitor commences to erect its exhibit, but fails to complete that erection in a timely fashion, M-PACT may, in its sole discretion, choose, at the exhibitor's expense and without any liability of any kind to M-PACT, either to remove the exhibit from the Indiana Convention Center or to have the erection of the exhibit completed.
3. At the close of the Show, the exhibitor must surrender the exhibit booth area in the same condition the booth was in at the time the exhibitor first occupied it. If an exhibitor fails to surrender a booth in the same condition it was in at the time the exhibitor first occupied it, such exhibitor shall be liable for the expenses of repairing the booth to the condition it was in when the exhibit or first occupied it.

b. Tradeshow Hours

Wed., April 20, 2022, 10:30 am - 3:30 pm; and
Thurs., April 21, 2022, 11:00 am - 3:00 pm

c. Security

1. M-PACT will provide security guards for general purposes on the exhibit floor on a 24-hour basis during the period of the show, including installation and dismantling. Every reasonable effort will be made to secure the premises. Exhibitors are encouraged to remove valuable items when tradeshow hours finish each day. M-PACT shall not be responsible for lost, stolen or damaged goods or products in an exhibitor's booth space. The final responsibility; however, lies with the exhibitor.

d. Floor Plan

1. All dimensions and locations shown on the official floor plan are believed, but not warranted, to be accurate. Furthermore, M-PACT reserves the right to make such modifications to the official floor plans as may be necessary to meet the needs of the exhibitors and the exhibit program.

e. Booth Uniformity

1. To maintain uniformity and to prevent the obstruction of view of adjoining booths, displays cannot be an end cap, and must not be higher than 8 feet in back of booth and 4 feet along dividers and aisles. No walls, partitions, decorations or other obstruction may be erected which in any way interfere with the view of any other exhibitor, without prior permission from M-PACT. M-PACT will inform the exhibitor of any infractions; all corrections must be made before the Exhibit Hall opens.

f. Display Arrangement

1. All exhibitors must rent adequate space to accommodate their planned product display and shall arrange the displays so as to utilize only the booth area contracted for, to recognize the rights of other exhibitors and show visitors, and to conform to the overall pattern developed by M-PACT. M-PACT reserves the right, at exhibitor's expense and without any liability of any kind to M-PACT, to rearrange or remove displays not conforming to these requirements, without itself incurring any liability, and to bill the exhibitor for any and all charges incurred.
2. Any part of the exhibit which does not lend itself to an attractive appearance, including, but not limited to, unfinished side or end panels, must be draped or redesigned at the exhibitor's expense. M-PACT reserves the right to make such corrections, without incurring any liability, and to bill the exhibitor for charges incurred.

g. Use of Exhibit Space and Exhibit Activities

1. Exhibitor may not display drug paraphernalia; sexual devices; weapons; nudity in any form; "x-rated" program materials or any literature pertaining to such materials. Exhibitors wishing to display any goods or services prohibited by this provision may submit a written request to M-PACT to seeking permission to display such items. The request shall be submitted to M-PACT no later than thirty (30) calendar days before the first day of the show. Requests should be mailed to the address found in Subsection (f) of the Construction provisions, located within this document. M-PACT's decision shall be final. Waiver of this provision shall not imply or create a waiver of any other provision contained herein.
2. Helium balloons are prohibited at the ICC.
3. No exhibit may interfere with the use of other exhibits, impede access to other exhibits, or impede the free use of the aisles between exhibits. Sound presentations, slides or movies will be permitted if tuned to conversational levels, and if not objectionable to other exhibitors. Sound from any and all audio presentations must not carry beyond the immediate area of display or exceed 85 decibels. No use of music shall be made in conjunction with exhibitor's display other than that which exhibitor is licensed and for which all royalties or other fees due have been paid. Exhibitor agrees to hold M-PACT harmless from any and all claims resulting from use of any music used. An exhibit may not use lighting effects which interfere with other exhibits.

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1. All music and entertainment should be in good taste and not include content that is sexually explicit or verbally offensive. In addition, dancing and modeling shall not include any provocative or suggestive poses or actions. M-PACT, in its sole discretion, shall make final decisions on the acceptability of questionable entertainment booth activities.
 2. Exhibit booths must be attended and maintained by at least one exhibitor or exhibitor representative at all times during show hours.
 3. No exhibitor shall sublet, assign, sell, or allow to be used, all or any part of the exhibit space allotted to it, without express, prior, written approval from M-PACT.
 4. Sampling of products is permitted only where the exhibitor is the legal manufacturer and/or distributor of such products and may only be distributed within its booth. Exhibitors are permitted to use additional products for which the exhibitor is not the legal manufacturer and/or distributor only when such use of the additional products is integral and/or necessary to sampling. Sampling of other products for comparison purposes is prohibited.
 5. Exhibitors who offer hot foods for on-premises consumption as giveaways, where cooking is done at the booth, must provide a fire extinguisher and a hand washing area in their booth. M-PACT will purchase a permit for those companies. Exhibitors requiring a permit for hot foods shall inform M-PACT of that need and shall request a permit in writing, no later than thirty (30) calendar days prior to the show. Fire-extinguishing equipment shall not be obstructed by exhibits and must be readily available at all times. Exhibit Hall fire exits must be kept clear at all times.
 6. All business activities, circulars, and advertising materials of the exhibitor may be conducted and/or distributed only within the booth space. Exhibitors shall not conduct retail or consumer sales during exhibition hours. Exhibitors may not receive payment or make delivery of equipment or products of the trade, but exhibitors may accept orders for future delivery. No material may be placed on seats or attached to walls, ceilings or woodwork in the Exhibit Hall or left in public places. Publishing companies shall not solicit other exhibitors to advertise in their publication.
 7. All vehicles and motorized transport or non-motorized transport items (including by way of example and not in limitation: cars, scooters, bicycles, Segways, etc.) displayed must conform to the rules and restrictions designated by M-PACT. Additionally, all such items must remain turned off and stationary during the exhibition.
- h. Exhibitors and Exhibitor's Representatives**
1. Children under the age of 16 years will not be permitted in the Exhibit Hall during move-in or move-out hours.
 2. Exhibitor's representatives wearing distinctive costumes, or carrying banners or signs separately or as part of their apparel, must remain in their own booths while exhibiting. Booth representatives and exhibitor's officers, agents, and employees may not wear clothing that M-PACT deems excessively scanty or revealing, or otherwise inappropriate or not in keeping with the character of the show. Prohibited apparel includes, but is not limited to, bathing suits, lingerie, excessively short skirts or shorts, and/or other attire M-PACT deems, in its sole discretion, scanty or revealing.
 3. After show hours, only those exhibitors properly identified and with the permission of M-PACT may enter the hall. Exhibitors will not be permitted to remove any of their show equipment or display materials from the facility between the opening and closing of the exposition without special permission in writing from M-PACT. Additionally, exhibitor personnel wishing to remove general merchandise from an exhibit area shall notify M-PACT in advance of any removal.
4. Exhibitors may have access to the Exhibit Hall two hours prior to and one hour following official show hours. When this rule would create a hardship, special permission must be secured from M-PACT to gain access at other times.
 5. Notwithstanding the above, no one will be permitted in any exhibitor's booth during non-show hours unless he or she is accompanied by a person able to positively identify himself or herself as an employee or authorized representative of the exhibitor to whose booth he or she wishes to gain access.
 6. Admittance to Exhibit Hall is by badge only. All individuals must be registered to receive a badge. This includes employees, models, entertainers and other exhibitor representatives.
 7. Exhibitors and their agents are permitted to photograph and/or videotape their own company's property. However, the photographing and/or videotaping of another exhibitor's property without prior permission from that exhibiting company is prohibited.
- i. Non-Exhibiting Vendors**
1. At its sole discretion, M-PACT may admit a non-exhibiting vendor and provide said vendor access to the Exhibit Hall. A non-exhibiting vendor who obtains M-PACT's approval, shall pay a fee of \$4,000 per person (limit 1) for one standard booth package. A non-exhibiting vendor shall comply with all provisions contained within M-PACT's Terms and Conditions and Rules and Regulations documents, including but not limited to Subsection (g)(9), which requires all business activities and promotion to be conducted within the exhibitor's booth space. Any violation of these Rules and Regulations shall result in the non-exhibiting vendor's immediate expulsion from the Exhibit Hall. Any expelled non-exhibiting vendor shall be refused re-entry to the Exhibit Hall for the remainder of that year's show and may, at M-PACT's sole discretion, be precluded from exhibiting at future shows.
 2. Non-exhibiting vendors who do not remit the required fee will not be allowed on the trade show floor.
- j. Common Areas**
1. Aisle space shall not be used for exhibit purposes, display signs, solicitation, or distribution of promotional material. Exhibits, signs and displays are also prohibited in any of the common public spaces on the premises of the meeting facilities or in the guest rooms, lobbies or hallways of the hotels. M-PACT in its sole discretion also prohibits non-approved publications and/or advertising in any of the common public spaces on the premises of the meeting facilities or in the guest rooms, lobbies or hallways of the hotels.
- k. Exhibitor Responsibilities**
1. Exhibitor shall for itself and any of its agents, subcontractors, employees, guests, invitees, or independent contractors be solely and exclusively responsible for installation and dismantling of exhibits and shall be solely and exclusively liable for any damage or injury to person or property resulting from or during installation and dismantling.
- l. Approval**
1. In all instances throughout the Term and Conditions, the Rules and Regulations, and the application, wherever a decision is to be made by M-PACT with respect to approval, eligibility or any other type of decision required hereunder, such decision shall be made in M-PACT's sole and absolute discretion.

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For the purposes of these Terms and Conditions and Rules and Regulations, the definitions below shall apply:

- a. "Exhibit Hall" shall mean halls contracted for at the Indiana Convention Center.
- b. "Exhibitor" shall mean the business or company purchasing booth space to be used for the purposes of promoting the business or company's goods or services relating to the petroleum and convenience industry.
- c. "ICC" shall mean the Indiana Convention Center.
- d. "M-PACT" shall mean the Midwest Petroleum and Convenience Tradeshow, a partnership composed of the Illinois Fuel and Retail Association, the Indiana Food and Fuel Association, the Kentucky Petroleum Marketers Association and the Ohio Petroleum Marketers & Convenience Store Association.

TERMS AND CONDITIONS

Hold Harmless and Indemnification

a. Each exhibitor shall be liable for and agrees to defend, indemnify, and hold harmless M-PACT, its directors, officers, agents, and employees (the "Indemnities") from and against any and all claims, damages, causes of action, liability and judgments arising out of or relating to this agreement. Exhibitor further agrees to indemnify the Indemnities from any violations of the representations and warranties contained herein or any other violation of these terms and conditions. This indemnity shall include, but shall not be limited to, the costs of investigating or defending against any claims, demands, or causes of action (including attorneys' fees and costs of litigation); the amounts of any findings of liability against M-PACT; and the amounts of any judgments against M-PACT. Notwithstanding anything in the foregoing, nothing in this agreement shall be construed to deprive M-PACT of the right, in its sole discretion, to select counsel to defend M-PACT against any and all such claims, demands, causes of action, liability and judgments. In addition to the above, and with the exception of injury or damage caused by M-PACT's sole gross negligence, exhibitors shall be strictly liable for any and all damage or injury (including, but not limited to, injury or damage caused to individuals or property) arising from or in any way related to this agreement or the show. In addition, any exhibitor serving alcoholic beverages shall (1) obtain liquor liability insurance to cover any claims which might or could arise from the service or consumption of alcoholic beverages at the show, and (2) be solely responsible for any injury resulting either remotely or proximately from the service or consumption of alcoholic beverages at the show. Exhibitors shall indemnify and hold harmless M-PACT against all loss, expense or damage on account of any injury or illness caused by the distribution and/or sampling of food products.

b. The limitations on M-PACT's liability specifically include, but are not limited to, the following:

1. M-PACT shall not be liable for the acts or omissions of the facility, the service contractor, all other contractors and subcontractors, other exhibitors, the show attendees, and/or any other persons or parties, and M-PACT shall not be liable for the acts or omissions of any of the directors, officers, agents and/or employees of the facility, the service contractor, all other contractors and subcontractors, other exhibitors, the show attendees and/or any other persons or parties.

2. M-PACT WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOSS OF REVENUE OR PROFITS ARISING IN CONNECTION WITH THE AGREEMENT, THE TERMS AND CONDITIONS, THE APPLICATION, AND/OR THE SHOW, EVEN IF THE EXHIBITOR HAS BEEN ADVISED OR THE POSSIBILITY OF SUCH DAMAGES.

Insurance

a. Exhibitors agree to maintain such insurance as will fully protect M-PACT and the facility from any and all claims of any nature whatsoever, including damage to property, claims under the applicable Worker's Compensation

Act, and claims for personal injury, including death, any or all of which may arise in connection with the installation, operation, or dismantlement of the exhibitor's display, or in connection with the display itself or with the exhibitor's participation in the show. Such coverage shall in no event be less than one million dollars (\$1,000,000). In addition to this, exhibitors must add to their existing insurance a portal-to-portal rider at a nominal cost, protecting them against loss/damage to their materials by fire, theft, accident, etc.

Booth Space Assignments

a. Space assignments will be made by M-PACT in its sole and absolute discretion and will be made on a first-come, first-served basis, and exhibitors will be assigned one of their location preferences, whenever possible. However, M-PACT reserves the right to make the final space assignment determination according to what it deems to be in the best interests of the show.

b. Space not occupied by Wednesday, April 20, 2022, at 10:00 a.m. will be forfeited by the exhibitor (unless special arrangements have been made in advance in writing), and such space may be resold, reassigned or otherwise used by M-PACT, without any refund of any payments to exhibitor at any time by M-PACT and without any liability on the part of M-PACT to the exhibitor.

c. Full payment is required with a completed contract. Any exhibitor, which has not settled its previous account, will not be assigned booth space.

Exhibitor Eligibility, Staffing & Conduct

a. M-PACT reserves the right to determine the eligibility of any company or product for inclusion in the M-PACT Show. Exhibitor personnel are prohibited from sitting, standing, or working the aisles or other public areas. Exhibitors shall not enter another exhibitor's space without an invitation or when unattended. The fastening of materials to the building walls, ceiling, floors, or columns is prohibited without prior permission. Exhibitor personnel shall be dressed in business or business casual attire.

Exhibitor Occupancy

a. Only the firm contracting for space may occupy space contracted for. Exhibitors are not permitted to sublet, transfer or assign space in whole or part, contracted for; permit the use of the space for any purpose other than the use contracted for and specified herein; or exhibit demonstrate or distribute anything not made, packed or sold, under or over the name of the exhibitor or dealt with in the normal course of their business without the consent of M-PACT.

b. Any person, firm or corporation obtaining booth space for the purpose of exhibiting merchandise of his principals or products thereof, as a manufacturer's representative or agent, is permitted to exhibit the merchandise of only one principal in each booth space. For each additional principal whose merchandise is exhibited or publicized in any manner in the same space, there shall be an additional charge of \$300.00 unless said principal is also an exhibitor at the show for the purpose of displaying and demonstrating such products and merchandise.

Standard Booth Package

a. Booths on display: Carpet, 6' skirted table, 2 side chairs, wastebasket, booth identification sign, Show Attendee Registration List, 8' high background drapery & 3' high division curtains, Registration Badges (quantity based on booth size), 24 hour security, aisle carpeting, and Company listing in on-site guide and online directory. Trucks on display: 6' skirted table, 2 side chairs, booth identification sign, Show Attendee Registration, Registration Badges (4 per truck), 24 hour security, aisle carpeting, and Company listing in on-site guide and online directory.

Exhibitor Data

a. As part of the application process, exhibitors are required to provide certain corporate or personal information, including, but not limited to, name, address, telephone, fax numbers, e-mail addresses and the identity of and information pertaining to contact persons. By submitting an Exhibit Space Application and

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Contract, the exhibitor acknowledges and agrees that all data provided by the exhibitor in its application may be assigned or otherwise transferred in the sole and exclusive discretion of M-PACT.

Exhibitor Service Kit

a. M-PACT Service Kits will be available online and notification will be sent to the Official Show Representative for each exhibiting company. The Service Kit will have all necessary information forms for installation, schedules and prices regarding shipping drayage, labor, electrical use, furniture, carpet, A/V equipment etc.

Material Handling

a. Exhibitor must make arrangements for delivery, removal, storage, and return of crates/boxes. Rates for material handling will be available in the Exhibitor Service Kit. Excel Decorators, Inc. is the official service contractor. Exhibitors must make arrangements with the official exhibitor contractor for removal, storage, and return of empty crates.

Loading & Unloading

a. Exhibitors will only be allowed to leave their vehicles at the Docks for no more than 10 minutes, in order to alleviate congestion on the tarmac. Exhibitors may hand carry small packages, pop-up displays and desktop computer equipment.

Shipping Information

a. All shipments must be fully prepaid. Materials shipped in advance of the exposition will be received at an appointed warehouse (up to 30 days in advance of the show), stored, and delivered to the booth location. If you send your shipment directly to the show site, it must arrive at the scheduled move-in days in order for Excel Decorators Inc. to receive it. If the shipment arrives on-site prior to the dates listed, it will be refused. The advance and onsite shipping addresses will be provided in the Exhibitor Service Kit.

Cancellation or Termination of Agreement

a. By the Exhibitor

1. An exhibitor may reduce the space or size of its exhibition, cancel and/or withdraw from the show so long as the exhibitor provides M-PACT prior WRITTEN notice of its intent to reduce the space or size of its exhibition, cancel and/or withdraw from the show.

2. An exhibitor who reduces the space or size of its exhibition, cancels and/or withdraws from the show will not be entitled to a refund of any of its fees paid for the space.

b. By M-PACT

M-PACT may without cause and for any reason whatsoever cancel this agreement at any time and issue a credit for all monies previously paid by the exhibitor in conjunction with the rental of booth space. No refunds will be given. M-PACT reserves the right to terminate the exhibitor's display privileges at any time, without prior notice or liability, if M-PACT, in its sole and absolute discretion, determines the exhibitor has materially breached any of the terms, conditions, rules or regulations of this Agreement. Exhibitor expressly waives any recourse for damages against M-PACT in the event that M-PACT terminates this agreement for any reason.

Notice of Disability Act

a. In compliance with the Americans with Disabilities Act of 1990, we will make all reasonable efforts to accommodate individuals with disabilities. Please contact Jill Tavine at 217/241-0507.

Dispute Resolution

a. Any controversy or claim relating to the show shall be settled in the courts of the State of Indiana according to the laws and procedures of that jurisdiction. By applying for qualification for the show, applicants agree to submit to the courts of the State of Indiana.

b. If any term of this agreement is held by a court to be invalid, void, or unenforceable, the remaining terms and provisions of this agreement shall retain their full force and effect and shall in no way be affected, invalidated, or impaired.

Construction

a. Successors and Assigns

Except as expressly provided or prohibited herein, this agreement is binding upon the parties hereto and is also binding upon their successors or assigns; and the parties hereto agree for themselves and for their successors or assigns, to execute any instrument and to perform any act, that may be necessary or proper to effectuate the purpose of this agreement.

b. Assignment

Exhibitor may not assign this agreement or any of its rights hereunder without the prior written consent of M-PACT.

c. Waiver

The waiver or failure of either party to exercise in any respect any right provided for in this agreement shall not be deemed a waiver of any further or future rights hereunder.

d. Captions and Headings

The section captions and headings used in this agreement are provided for convenience only and shall not be construed as limitations on the scope of this agreement taken as a whole or on the particular sections to which the captions or headings refer.

e. Words

Words of any gender used in this agreement shall be held to include any other gender, and words in the singular number shall be held to include the plural where the sense requires.

f. Notice

All notices and other communications relating to this agreement shall be in writing and shall be deemed to have been given, made and received only upon actual receipt of registered or certified mail, postage prepaid, return receipt requested, to:

M-PACT

Attn: Jill Tavine

Exhibit Coordinator

112 W. Cook Street

Springfield, Illinois 62704

M-PACT may, however, alter the address to which exhibitor must send communications by giving notice of such change of address to exhibitor in conformity with the provisions of this section for giving notice.

g. Entire Agreement

The application, this agreement, and these terms and conditions constitute the entire agreement between us relating to the subject matter hereof, and supersedes any prior understandings or agreements (whether oral or written) regarding the subject matter, and may not be amended or modified except in writing.