

Cunningham, Jamie

From: Hinson, Lilian
Sent: Wednesday, November 18, 2020 12:45 PM
To: Burns, Sara
Cc: burns.sara22@gmail.com
Subject: [EXTERNAL] 2021 Impressions Connect - Sponsorship Confirmation

*** EXTERNAL EMAIL: Do not click links or attachments unless you recognize the sender. ***



As verification that the booth space contract terms for Impressions Connect 2021 were accepted and signed by:

shoes

By: sara burns, manager

Id: 11/18/2020 11:45:15 AM

): 174.65.17.235

es:

Deliverables for Gold Booth Package (2021 live event discount)
responsible for completing their online profile and uploading any required deliverables. Follow the link for a full list of
deliverables: <https://bit.ly/3nelKXO>

Order Details	Price	Qty	Total Amount	Amount Due
Gold Booth Package (2021 live event discount)	\$3,299.00	1.00	\$3,299.00	\$3,299.00

Total cost: \$3,299.00

Minimum Payment Due: \$3,299.00

By the balance by check or wire transfer, we must receive the full installment booth balance prior to the due date. If not received, your credit card will automatically be charged for subsequent payments based on the below payment schedule. Note: 2.5% fee applied to payments made with credit card. See Virtual Agreement for additional terms:

With contract - this is a non-refundable deposit.

14 days prior to the event - exhibitor is liable for 100% of total contract for cancellations or reductions after this date.

and the "Rollover" option as payment, please ensure that you have funds available to transfer to this transaction. If "Rollover" account does not have available funds to transfer, additional payment will be required and the contract will not be valid. If "Rollover" funds are available you will see the payment applied to the invoice at a later date.

email for your records. If you have any questions, please email your Account Executive, whose contact information can be found in the contract.

You may be contacted by third party companies purportedly offering services related to the event. Please be aware that the language in their solicitations to you, many of these companies are not affiliated in any way with the event, are not providing services that are either subpar, misleading, or fraudulent. We do not in any way endorse or condone these companies or their behavior. Any business arrangements regarding the event that you may make through unaffiliated third party providers are at your expense. To view our list of official authorized event service providers, please click [here](#).

ject Team

[2021 Impressions Connect Terms & Conditions](#)

"Agreement" means, collectively, (i) the Virtual Exhibitor Contract for the Event and any ancillary documents associated with the Virtual Exhibitor Service Manual and notice of virtual exhibit space assignment provided by Emerald to Exhibitor, and (ii) these Terms and Conditions. In the event of any conflict among the terms of such documents, the terms of these Terms and Conditions shall prevail. "Event" means the event or events referred to above, on the previous or facing page, or in materials attached hereto, as organized by Emerald. "Exhibitor" means the company, organization, entity or person entering into this Agreement, as listed on the Virtual Exhibitor Contract. **Acceptance, Eligibility, and Payment:** This Agreement becomes binding and effective when it has been manually signed (or electronically signed on a form), submitted electronically by Exhibitor after checking the "I agree" box on the electronic application form, or otherwise accepted in any event, acknowledged and agreed by Emerald in writing by delivering Exhibitor a virtual exhibit space assignment. Emerald may refuse acceptance of any Event application for which the Exhibitor is not qualified to exhibit at the Event is generally limited to persons or entities that supply products and/or services relevant to the Event. Exhibitor must submit a description of the nature of their business and the items to be exhibited. Emerald, and its respective successors and affiliates, shall not be liable for any damages, including consequential, special, or punitive damages, arising out of or from the use of the Virtual Exhibitor Contract or the Event.

authorized to rely upon (i) the signature of Exhibitor hereto on this Agreement (if manually signed) which is delivered electronically or (ii) an electronic signature submitted by clicking the "I agree" box on the electronic application form or otherwise, as constituting the actual, current delivery of this Agreement with original ink signatures of each person and entity. Upon this Agreement, Exhibitor agrees to pay Emerald the fees, when due, according to the payment schedule stated in the Virtual Exhibitor Contract or on the application form. If this Agreement becomes binding after the last payment date stated on the payment schedule, Exhibitor must pay the fee immediately upon assignment of virtual exhibit space. Emerald reserves the right to reassign virtual exhibit space not later than the last payment date stated on the payment schedule. If Exhibitor submits its application electronically, payment will be required according to the payment schedule stated therein. Emerald has the right to charge Exhibitor a late fee of up to 1.5% per month, not to exceed the amount allowable by applicable law, on all outstanding amounts owed by Exhibitor. Emerald reserves the right, in its sole discretion, to apply payments made for the Event to any or all outstanding invoices owed to Emerald, including for ad insertions, sponsorships, or other products or services offered by Emerald for which Exhibitor has a balance due. All fees paid by Exhibitor to Emerald shall be as specifically set forth herein. Exhibitor's payment obligations shall survive any termination of this Agreement. This Agreement commences effective the date it becomes binding and effective per Section 2 and shall terminate upon the completion of the Event or terminated as stated herein.

Emerald: Notwithstanding anything herein to the contrary, Emerald may terminate this Agreement at any time, including without limitation, if Exhibitor fails to make any payment required by this Agreement. Emerald may evict Exhibitor from the Event, without a refund or liability to Exhibitor of any sort, and without a reduction of space, and without limiting any other remedy Emerald may have: (i) if Exhibitor fails to make any payment required by this Agreement; (ii) upon any breach or threatened breach of this Agreement by Exhibitor; (iii) if Emerald, in its sole discretion, believes it is in the best interests of Emerald for any reason, including, but not limited to, (a) if Exhibitor exhibits products different from what it stated in the application form, an undisclosed company or brand name, (b) if Exhibitor exhibits products or displays promotional materials that Emerald reasonably believes infringe, misappropriate or otherwise violate the proprietary rights of a third party or if Emerald becomes aware of infringement, misappropriation or other violation of a third party's proprietary rights by Exhibitor in connection with Exhibit; (iv) if Exhibitor exhibits products that Emerald reasonably believes Exhibitor is not authorized to exhibit; (v) if Exhibitor, in connection with the Event, fails to comply with the rules and regulations set forth by Emerald with respect to the Event, disrupts the Event or otherwise interferes with the Event or interferes in any way with another Event exhibitor or participant; or (vi) if Exhibitor becomes insolvent, seeks the protection of, or has a proceeding instituted against it, under the bankruptcy code, or any similar state or federal law.

Reduction of Space by Exhibitor: Exhibitor may terminate this Agreement at any time by giving written notice thereof to Emerald, which shall be effective upon Emerald's acknowledgment of receipt of such written notice. Upon Exhibitor's termination of this Agreement, Emerald may only be due a refund of any fees paid if Exhibitor paid fees upfront and Exhibitor terminates the Agreement before the Event. All fees are non-refundable and non-refundable according to the payment schedule associated with the Event, as detailed in the Virtual Exhibitor Contract or on the application form. If Exhibitor submits payment by credit card, such credit card will not be charged for payments due after the Event. Emerald shall not refund any fees paid to Exhibitor under this Agreement unless Exhibitor has an outstanding balance due Emerald. Upon a termination by Exhibitor, all payments made by Exhibitor to Emerald shall be non-refundable, except for any payment amount that has not yet converted into a non-refundable payment (as defined in the payment schedule associated with the Event, as detailed in the Virtual Exhibitor Contract or on the electronic application form). If Exhibitor requests to change, features, or functionalities of its virtual exhibit space after entering into this Agreement, Emerald may choose to reassign space to Exhibitor in its sole discretion, and Emerald may choose not to refund any non-refundable fees paid or reduce the fee payment obligation.

Event: If Emerald cancels the Event due to circumstances beyond its reasonable control (including acts of God, natural disasters, war and terrorism, government action, or labor strike), Emerald shall refund to Exhibitor its virtual exhibit space rental fee (less Exhibitor's pro rata share of all costs and expenses incurred and committed by Emerald) in full satisfaction of all liabilities of Exhibitor. Under all circumstances, Emerald reserves the right to postpone, rename the Event or change the Event dates. In the event of a postponement of the Event, no refund will be due to Exhibitor. If Emerald elects to cancel the Event other than for a reason previously stated, Emerald shall refund to each Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of all liabilities of Exhibitor. Exhibitor agrees that, except as expressly provided in this paragraph, it shall and hereby does waive any and all claims for compensation resulting from or relating to the cancellation, renaming, relocation or rescheduling of the Event.

Risks; Release: Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibit, including, without limitation, all risks of theft, loss, harm, damage or injury to or of any person (including Exhibitor) or profits. Without limiting the generality of the foregoing, Exhibitor acknowledges and agrees that Emerald does not warrant the security of the virtual space in which the Event takes place or the behavior of Event participants, and Exhibitor expressly releases Emerald from and agrees to indemnify Emerald from and hold Emerald harmless from and defend Emerald against all claims, damages, and expenses resulting from or relating to the use by Event participants of Exhibitor's content used or displayed in connection with the Event, (iii) other unauthorized

or intellectual property rights, or (iv) exposure to viruses, time bombs, or other harmful or disabling code. Exhibitor has its property and any theft, damage or other loss to that property, including any subrogation claims by its insurer. Exhibitor agrees to indemnify Emerald (and its affiliates) against unauthorized use, damage, loss and theft and agrees to not make any claims against Emerald (or its affiliates) for the gross negligence or willful misconduct of Emerald. Neither Emerald nor its affiliates, nor their respective officers, directors, agents, representatives, employees, contractors and assigns, shall be liable for, and Exhibitor hereby releases all of them from and holds them harmless for, any and all risks, losses, damages and liabilities, whether described in this Agreement or not, arising from the negligence or willful misconduct of Emerald. Emerald makes no representations or warranties, express or implied, regarding the availability of the Event, including but not limited to the number, nature or quality of persons or organizations who will exhibit at or attend the Event, or access to Exhibitor's virtual exhibit space; or any other matter, except as explicitly set forth herein. Exhibitor hereby accepts the Agreement AS IS, with all faults, and without any implied warranties of merchantability or fitness for a particular purpose. This section shall survive the termination of this Agreement.

Indemnification: Exhibitor shall indemnify, defend (with legal counsel selected by Emerald) and hold Emerald and its affiliates, and the Emerald Company, its shareholders, agents, representatives, employees, contractors and assigns, harmless from and against any and all claims, damages, losses, costs, fees (including reasonable attorneys' fees and collection costs) and expenses which result from or in connection with: (a) Exhibitor's participation or presence in or at the Event, including the display and sale of goods and services both on and off-site with the Event and the display of Exhibitor content at or in connection with the Event; (b) any actual or alleged infringement or other violation by Exhibitor of the intellectual property or other proprietary rights (including rights of publicity or privacy) of any third party; (c) any breach by Exhibitor of any representations, agreements, covenants, promises or other obligations under this Agreement or any other agreement or agreement related to the Event; (d) any matter for which Exhibitor is otherwise responsible under the terms of any contract, arrangement or agreement; (d) any violation by Exhibitor of any law or ordinance (whether alleged or actual); (e) any actual or alleged claim arising out of or relating to Exhibitor's actions; and (f) Exhibitor's acts that result in damage, harm or injury to any person or property at the Event. This section shall survive any termination of this Agreement.

Limitation of Liability: Under no circumstances shall Emerald or its affiliates, or their respective officers, directors, shareholders, agents, employees, contractors and assigns, be liable to Exhibitor for any lost profits or any indirect or consequential damages, including but not limited to mental, special, or punitive damages whatsoever, whether or not such damages were reasonably foreseeable or whether the occurrence of the possibility thereof. In no event shall Emerald's maximum liability to Exhibitor, under any circumstance, and regardless of the amount actually paid to Emerald by Exhibitor for virtual exhibit space at the Event. This section shall survive any termination of this Agreement.

Compliance with Laws; Taxes and Licenses: Exhibitor agrees to abide by and observe all applicable federal, state and local laws, ordinances, rules, regulations, and all terms of service associated with the virtual Event space. Without limiting the foregoing, Exhibitor shall ensure that the content displayed therein complies with the Americans with Disabilities Act, including an option if required for closed captioning. Exhibitor shall be solely responsible for obtaining all licenses, permits or approvals under federal, state or local laws applicable to Exhibitor's participation in the Event. Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying any applicable sales taxes, license fees, use fees, royalties or other fees, charges, levies or penalties that become due or payable to any authority by virtue of its activities in connection with the Event.

Event Requirements: Virtual exhibit space for the Event shall be assigned by Emerald in its sole discretion. Exhibitor may not assign or sublease any portion of its exhibit space with any third party, except with the prior written consent of Emerald and only if such third party agrees to the terms and conditions of the Event. Emerald shall specify the hours and dates for preparing (including the upload of exhibit content) for the Event. If Exhibitor fails to begin preparing its display in at least twenty-four (24) hours prior to the Event opening or leaves its virtual exhibit space unattended during published Event hours, Emerald shall have the right to take possession of the space and terminate this Agreement. All exhibits must be open for business at all times during the Event. If Exhibitor violates any of the requirements of this Agreement, Emerald reserves the right to deny Exhibitor virtual exhibit space access at future events. Unless approved in advance by Emerald in writing, the following sales are prohibited in the virtual exhibit space: (a) any retail sales including, but not limited to, any retail sales in violation of the retail sales tax regulations of the applicable jurisdiction; (b) any sale where display merchandise changes hands during the Event; and (c) any direct sale from Exhibitor to another business to business.

Intellectual Property; Licenses; Communications: Exhibitor grants to Emerald a fully paid, non-exclusive license to use, display and reproduce the name, logo, product names, and other proprietary property of Exhibitor in any directory (print, electronic or other media) listing or promotional materials those items in Emerald's promotional materials and in the virtual Event space to identify Exhibitor and direct participation in the Event. Emerald shall not be liable for any errors in any listings or descriptions or for omitting Exhibitor from any directory listing. Exhibitor provides Emerald any text, graphics, photos, videos, or other material subject to copyright or other intellectual property rights.

vely, "Content"), Exhibitor grants Emerald a worldwide, non-exclusive, permanent, irrevocable, royalty-free license (w
reproduce, adapt, modify, distribute, publicly perform, publicly display, broadcast, make available, store and archive
utilizing any and all media now known or hereinafter devised. Exhibitor represents and warrants that: (i) the Content is
Exhibitor holds the copyright) or Exhibitor has the legal right and license to use the Content and to grant Emerald th
Content as provided herein, (ii) Emerald will not need to obtain licenses or permissions from any third party or pay co
d party with respect to the Content; (iii) the Content does not infringe any third party rights (including, but not limited
privacy, or any other intellectual property right), and (iv) the Content complies, and Exhibitor complies, with all applic
er herein. Emerald may also record or capture still images of Exhibitor's virtual exhibit space, products, guests and p
Event, and use those recordings or images for any promotional purpose. Exhibitor understands and agrees that rep
y visit the Event and record or otherwise capture portions of the Event and include any part or all of the same in any
of, or liability to, Exhibitor. Emerald hereby grants to Exhibitor a limited, non-exclusive, non-transferable license to
e and logo of the Event (the "Marks") on Exhibitor's marketing materials solely and directly in connection with exhibi
e expires at the conclusion of the Event. Emerald may terminate this license immediately at any time upon Exhibitor's
s license. Under no circumstances may Exhibitor ever modify in any way the Marks or other trademarks of the Event
greement and providing contact information, including a telephone number, Exhibitor and its affiliates explicitly cons
behalf of Emerald for any purposes, including but not limited to, sales, marketing, promotional offers, and customer
utodialed calls, regardless whether the phone number appears on the National Do-Not-Call Registry (or state equiva
quired to purchase any goods or services from Emerald.

Outside Use of Event Content: Exhibitor is prohibited, without Emerald's prior written approval, from recording or othe
r making any use of Event content (other than Exhibitor's pre-existing intellectual property) after or otherwise indepe

and all disputes or claims arising out of or relating in any way to this Agreement, any Event, and/or any services pro
ade by Emerald will be resolved in binding arbitration by a single neutral arbitrator, rather than in court. This includes
any prior event or agreement between the same parties or affiliated parties. There is no judge or jury in arbitration, a
d is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court and m
ment and these Terms and Conditions as a court would. Arbitrations will be conducted by the American Arbitration A
nmercial Arbitration Rules, which are available at www.adr.org. If Exhibitor commences an arbitration, Exhibitor will b
rators' fees as set forth in the AAA rules. To commence an arbitration, Exhibitor must send written notice to Emerald
Broadway, NY NY 10005, and to the AAA, fully describing any and all claims. If Emerald commences arbitration again
responsible for filing fees and may provide written notice to Exhibitor at any physical or email address Exhibitor provide
nt. If an in-person hearing is required by the AAA rules or the arbitrator, the hearing will take place in New York Cour
by the parties or ordered by the arbitrator. An arbitration award may be enforced by any court with competent jurisdic
olve claims or disputes will be conducted only on an individual basis and not in a class, consolidated or representati
n proceeds in court rather than in arbitration the parties waive any right to a jury trial. This section shall survive any te

y: This Agreement is governed by and shall be construed in accordance with the Federal Arbitration Act, federal arbi
te of New York, without regard to principles of conflicts of laws. To the extent that any claim or dispute proceeds in c
or hereby submits to the jurisdiction of the federal and state courts located in New York County, NY, and waives all c
ient forum, and any right to assert lack of personal jurisdiction. This section shall survive any termination of this Agree
This Agreement does not create any joint venture, partnership, agency, or employment relationship between the pa
ndependent contractors with respect to one another under the terms of this Agreement. Neither party shall have the
y to any contract, proposal, or commitment or to incur any debt or create any liability on behalf of the other. Exhibitor
er this Agreement or any right or obligation hereunder to any other party without the prior written consent of Emerald
ation of this provision is null and void. No provision or part of this Agreement or remedy hereunder may be waived ex
uthorized representative of the applicable party and a signed waiver shall not be construed as a waiver of any subse
ame or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise
y that it has or may have hereunder operate as a waiver of any right or remedy. Failure or delay by either party to en
greement will not be deemed a waiver of future enforcement of that or any other provision. This Agreement represen
n Emerald and Exhibitor relating to the subject matter contained herein and supersedes any prior written or oral und
representations by or between Emerald and Exhibitor relating to the subject matter contained herein. Any amendment t
and signed by an authorized representative of each party. In the event that any provision of this Agreement is found

ch provision will be reformed only to the extent necessary to make it enforceable, and such provision as so reformed with the intent of the parties as of the Effective Date. Exhibitor represents and warrants that the party executing this A is duly authorized to act on behalf of Exhibitor and to execute this Agreement and legally bind Exhibitor to the terms may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed nt. A signed copy of this Agreement delivered by facsimile, email or scanned copies, pdf, or other means of electrono have the same legal effect as delivery of an original signed copy of this Agreement. The parties intend this stateme titute the final, complete, exclusive and fully integrated statement of the parties' agreement. This section shall surviv



Impressions Expo
1145 Sanctuary Pkwy, Suite 355
Alpharetta, GA 30009

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