



IA EVOLVE

## TERMS AND CONDITIONS

1. **EVENT.** The term “Event” means THE IA EVOLVE VIRTUAL CONFERENCE scheduled to be held on SEPTEMBER 21, 2021.

2. The Event is owned, produced and managed by SIAA, INC. As used herein, the term “SIAA” means, collectively, and each of its officers, directors, shareholders, agent, affiliates, divisions, representatives, employees and assigns, unless the context requires otherwise. The term “Participant” means, both, (i) the company or person that applied to exhibit or attend and agreed to enter into this contract upon acceptance by SIAA in the manner stated below; and (ii) each of its officers, directors, shareholders, employees, personnel, contractors, agents, representatives and/or invitees, as applicable.

3. **ACCEPTANCE.** This contract shall become binding and effective automatically as a condition of participation.

4. **LIMITATION OF LIABILITY.** Under no circumstances shall SIAA or the Event Host be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions, whether or not apprised of the possibility of any such lost profits or damages. SIAA makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or suitability of any services that are exhibited by vendors or Participants.

5. **COPYRIGHTED MATERIALS.** Participant shall not display, play or permit the playing or performance of, or distribution of any copyrighted material at the Event unless it has obtained all necessary rights and paid all required royalties, fees or other payments.

6. **OBSERVANCE OF LAWS.** Participant shall abide by and observe all federal, state and local laws, codes, ordinances, rule and regulations, and all rules and regulations of the Event Host.

7. **INCORPORATION OF RULES AND REGULATIONS.** Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this contract shall be subject to determination by SIAA in its sole discretion. SIAA may adopt rules or regulations from time to time governing such matters and may amend or revoke them at any time, upon notice to Participant. Any rules and regulations are an integral part of this contract and are incorporated herein by reference. Participant shall observe and abide by additional regulations made by SIAA as soon as these additional rules or regulations are communicated to Participant.

8. **PURPOSE/ EXISTING AGREEMENTS.** It is acknowledged by the Participants that the purpose of this Event is to promote the exchange of ideas, and services that facilitate the efficient transaction of insurance business. Participants expressly acknowledged that any existing agreement it may have with vendors or fellow Participants shall remain in full force and effect between the parties. This includes any





Confidentiality Agreements or provisions which SIAA expects all Participants to honor during their attendance.

9. **ADDITIONAL TERMS AND CONDITIONS.** SIAA has sole control over attendance policies. Except as provided to the contrary herein, all monies paid by Participant shall be deemed full earned and non-refundable at the time of payment. Participant shall conduct itself at all times in accordance with professionalism and normal standards of decorum and good taste. Participant acknowledges that any content shared during participation or engagement in general shall be reviewed for business purposes by SIAA. Participants have no expectation of privacy while attending this Event. In addition to its right to close an exhibit and withdraw acceptance of or terminate the contract, SIAA in its sole judgment and discretion may refuse to consider for participation in future Events and any Participant who violates or fails to abide by the contract and any of the accompanying rules and regulations. Any amendment to this contract must be in writing and signed by an authorized representative of SIAA. Participant shall not assign this contract or any right or obligation hereunder. Participant shall not sublet or license all or any portion of its exhibit space. By entering into this contract, the unenforceability or invalidity of any provision of this contract shall not render any other provision of this contract unenforceable or invalid.

10. **GOVERNING LAW.** This contract is governed by the laws of the State of New Hampshire as applied to contracts entered into and entirely performed within that State by residents of that State. The federal and state courts located in the State of New Hampshire shall constitute the exclusive forum for the resolution of any and all disputes arising out of, connected with or related to this contract or the breach of any provision of this contract. Participant waives any right to assert lack of personal or subject matter jurisdiction in any matter brought in accordance with the foregoing.

