

# CONTRACT FOR VIRTUAL MARKETPLACE PROFILE

The undersigned, by the duly authorized officer, agent or employee (hereinafter called "Exhibitor") hereby enters into a contract with National Trade Productions (hereinafter called "NTP") for a virtual profile or sponsorship during NTP's SpaceCom 2020, to be held October 19 – 29, 2020 online at SpaceComExpo.com. This contract is subject only to the acceptance by counter signature of NTP and to such additional terms and conditions, which constitute a part of, or are included in, this contract. Reservation of a virtual profile by NTP on behalf of the Exhibitor is conclusively presumed to be adequate consideration to bind the Exhibitor. No alleged representations, understandings, agreements, modifications, alterations, or additions not contained within the body of this written Contract shall inure to the benefit of the Supplier or be binding upon NTP.

## TERMS FOR RENTAL AND CONTRACTUAL OBLIGATIONS:

**B. DEPOSIT AND PAYMENT TERMS ARE:** Virtual Profile contracts submitted to NTP prior to August 19, 2020 must be accompanied by 50% of the total cost. The final installment of 50% of the total cost must be paid by August 19, 2020. **Failure to make payment by said payment dates does not release the contractual or financial obligation on the part of the Exhibitor.** Virtual Profile contracts submitted to NTP on or after August 19, 2020, must be accompanied by 100% of the total cost. Exhibitors will be liable for any collection expense, including reasonable Attorney's fees, "reasonable" to be construed as not less than twenty-five percent (25%) of the amount of all other monies determined to be owed by the Exhibitor. **Please email completed and signed contracts to sales@spacecomexpo.com. Please make checks payable to National Trade Productions, Inc. (all monies must be in US Dollars). Send payment to: National Trade Productions, Inc., 313 S. Patrick St., Alexandria, VA 22314.**

**C. CANCELLATION:** In the event the Exhibitor cancels all or part of the products contracted herein, the Exhibitor must do so in writing and will be obligated to pay to NTP liquidated damages based on the schedule listed on reverse. Written notice of cancellation must be received no later than 30 days after initial purchase date to incur no penalty. Written notice of cancellation received on or before August 19, 2020 will be liable for 50% of fee due. Written cancellation received on or after August 19, 2020 obligates the Exhibitor to pay NTP 100% of the fees due.

|                                    |       |             |       |               |       |                      |       |                    |
|------------------------------------|-------|-------------|-------|---------------|-------|----------------------|-------|--------------------|
| <b>D. VIRTUAL PROFILE PACKAGE:</b> | _____ | <b>FREE</b> | _____ | <b>LAUNCH</b> | _____ | <b>CONSTELLATION</b> | _____ | <b>EXPLORATION</b> |
| <b>COST:</b>                       |       | <b>FREE</b> |       | <b>\$949</b>  |       | <b>\$2,999</b>       |       | <b>\$5,499</b>     |

**E. PRODUCTS TO BE EXHIBITED:** \_\_\_\_\_

**F. ACCEPTANCE AS BINDING CONTRACT:**

Company \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_  
 City/State/Zip \_\_\_\_\_  
 Country \_\_\_\_\_  
 Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Telephone \_\_\_\_\_  
 Fax \_\_\_\_\_  
 E-Mail \_\_\_\_\_  
 Website/URL \_\_\_\_\_

**G. ALL INVOICES SHOULD BE SENT TO:**

Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Mailing Address \_\_\_\_\_  
 City/State/Zip \_\_\_\_\_  
 Country \_\_\_\_\_  
 Telephone \_\_\_\_\_  
 E-Mail \_\_\_\_\_

**H. SEND ONLINE EXHIBITOR SERVICES MANUAL TO:**

Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Address \_\_\_\_\_  
 City/State/Zip \_\_\_\_\_  
 Country \_\_\_\_\_  
 Telephone \_\_\_\_\_  
 E-Mail \_\_\_\_\_

**Signature by Authorized Representative** \_\_\_\_\_ **Date** \_\_\_\_\_

*The individual signing this contract represents and warrants that he/she is duly authorized to execute this binding contract on behalf of named Exhibitor and, furthermore, agrees to all Terms and Conditions of this Contract.*

**For Use by National Trade Productions, Inc.**

Exposition Assigned SPC 2020 Package Assigned \_\_\_\_\_ Total Fee \$ \_\_\_\_\_

Accepted for National Trade Productions, Inc. \_\_\_\_\_ Date \_\_\_\_\_ A/E Code \_\_RH\_\_

# SpaceCom Exhibitor Terms and Conditions

**CANCELLATION** The Exhibitor specifically recognizes and agrees that NTP will sustain losses in the event the Exhibitor fails to provide timely written notice of cancellation. In keeping with industry practice, the existence of such practice being hereby acknowledged by the Exhibitor, and because such losses cannot be precisely measured but include the costs associated with the inability to replace those canceling, advertising, credibility, and the like, the Exhibitor agrees upon the following late cancellation assessment schedule as being in the nature of liquidated damages, which schedule is specifically designed to compensate NTP for NTP losses and not constitute a penalty, should the Exhibitor fail to provide timely written notice of cancellation of all or any part of purchase.

## CANCELLATION DURING THE PERIOD OF:

|                             |      |
|-----------------------------|------|
| Through August 19, 2020     | 50%  |
| On or after August 19, 2020 | 100% |

Cancellations will be accepted only in accordance with the above schedule. There will be no refunds for cancellations received after August 19, 2020. Failure to make full payment of deposit on purchases on or before August 19, 2020 on a Contract filed prior to, or on, that date will subject Exhibitor to Cancellation of Contract by NTP, forfeiture of deposit made and liability for balance due.

## VIRTUAL MARKETPLACE HOURS (Hours and dates subject to change):

|                                      |                                    |
|--------------------------------------|------------------------------------|
| Mon., Oct. 19 – Thur., Oct. 22, 2020 | 10:00am – 11:00am; 2:00pm – 3:00pm |
| Mon., Oct. 26 – Thur., Oct. 29, 2020 | 10:00am – 11:00am; 2:00pm – 3:00pm |

## ONLINE COMMUNITY STANDARDS

When people stand behind their opinions and actions, SpaceCom's community is safer and more accountable. For this reason, individuals must:

- Use the same name that one uses in everyday life.
- Provide accurate information about oneself.
- Not share their password, give access to their attendee portal to others, or transfer their registration to anyone else (without NTP's permission).

SpaceCom wants people to use this online community to express themselves and to share thoughts and content that is important to them, but not at the expense of the safety and well-being of others or the integrity of SpaceCom's community. Exhibitor therefore agrees not to engage in the conduct described below (or to facilitate or support others in doing so):

Exhibitors may not use SpaceCom's platform to do or share anything:

- That violates these Terms, our Community Standards, and other terms and policies that apply to Exhibitor's use of the platform.
- That is unlawful, misleading, discriminatory or fraudulent.
- That infringes or violates someone else's rights, including their intellectual property rights.

Exhibitor may not upload viruses or malicious code or do anything that could disable, overburden, or impair the proper working or appearance of our Products.

Exhibitor may not access or collect data from SpaceCom's platform using automated means (without our prior permission) or attempt to access data Exhibitor does not have permission to access.

## PRIVACY/DATA POLICY

NTP (producer of SpaceCom) takes the issue of privacy very seriously. This Privacy Policy is intended to help understand how NTP collects, uses and safeguards the information collected on our website. This Policy governs all forms of Personal Information collected by methods including, but not limited to, websites, emails, Apps, social media, public forums, and direct mail. By accessing SpaceCom's website or providing your information to NTP, you accept and agree to the practices described in this Policy. [Read NTP's full Privacy Policy HERE.](#)

## RECORDING POLICY

By participating during SpaceCom 2020, Exhibitor agrees to NTP's Recording Policy. NTP strictly prohibits the recording (photographic, screen capture, audio and/or video), copying or downloading of scientific results from the sessions, presentations and/or posters at SpaceCom 2020. Intent to communicate or disseminate results or discussion presented at the meeting is prohibited until the start of each individual presentation.

## VIOLATION OF TERMS

If NTP determines that Exhibitor has clearly, seriously, or repeatedly breached these Terms or Policies, including in particular the Online Community Standards, NTP may suspend or permanently disable access to the platform. NTP may also suspend or disable Exhibitor's access to the platform if Exhibitor repeatedly infringes upon other people's intellectual property rights or where NTP is required to do so for legal reasons. If Exhibitor is found to be in violation of these terms and therefore has their access suspended or disabled, Exhibitor would not be eligible for a refund and would forfeit any paid fees.

## LIABILITIES

NTP ("SpaceCom," "We" or "Us," as used in this Policy, may include SpaceCom subsidiaries and affiliated entities) has worked hard to provide the best online platforms we can and to specify clear guidelines for everyone who uses them. Our online platforms, however, are provided "as is," and we make no guarantees that they always will be safe, secure, or error-free, or that they will function without disruptions, delays, or imperfections. We do not control or direct what individuals, companies and others do or say, and we are not responsible for their actions or conduct (whether online or offline) or any content they share (including offensive, inappropriate, obscene, unlawful, and other objectionable content). In addition, you agree that NTP is not responsible for the actions, services, content, or data of third parties and you release us, our directors, officers, employees, and agents from any claims and damages, known or unknown, arising out of or in any way connected with any claim you have against any such third parties. Accordingly, our liability shall be limited to the fullest extent permitted by applicable law, and under no circumstance will we be liable to you for any lost profits,

revenues, information, or data, or consequential, special, indirect, exemplary, punitive, or incidental damages arising out of or related to these Terms.

In no event shall NTP, its agents, and employees be liable for any consequential, indirect or special damages, whether foreseeable or unforeseeable, whether based upon lost goodwill, lost profits, loss of use of the platforms, or otherwise, and whether arising out of breach of any express or implied warranty, breach of contract, negligence, misrepresentation, strict liability in tort or otherwise, and whether based on this Agreement, any transaction performed or undertaken under or in connection with this Agreement, or otherwise. Exhibitor or Sponsor agrees that the liability of NTP, its agents, and employees for damages, regardless of the form of action, shall in any event be limited to the aggregate exhibit or sponsor fees paid under this Agreement.

The Exhibitor or Sponsor shall indemnify, defend and protect NTP, its agents, and employees, and hold and save NTP, its agents, and employees, harmless from, any and all claims, demands, suits, liability, damages, loss, costs, attorneys' fees and expenses of whatever kind or nature, which result from, arise out of, or are connected with any acts or negligence of, or failures to act by Exhibitor or Sponsor, or any of their officers, agents, employees or other representatives, including, but not limited to, claims of damage or loss resulting from the breach of this Agreement, and claims of damage or loss to any third party resulting from any infringement of a copyright or patent or the unauthorized use of any trademark.

## LICENSING

Virtual Exhibitors or Sponsors using music during SpaceCom 2020, either live or mechanical, must provide NTP with a copy of exhibitor's or sponsor's licensing agreement with ASCAP, BMI, SESAC or other such licensing organization or must expressly warrant in writing to NTP that no such license is required due to exemption under 17 U.S.C. § 110 (5) or other specified exemption. Further, should Exhibitor or Sponsor play music, Exhibitor or Sponsor agrees to indemnify and hold NTP harmless from any action brought against NTP by ASCAP, BMI, SESAC or other licensing organization for the playing of such music.

## LIMITS ON USING INTELLECTUAL PROPERTY

If Exhibitor uses content covered by intellectual property rights that NTP has and makes available on our platform (for example, images, designs, videos, or sounds NTP provides that Exhibitor adds to content Exhibitor creates or shares online), NTP retains all rights to that content (but not Exhibitor's). Exhibitor can only use NTP's copyrights or trademarks (or any similar marks) as expressly permitted by NTP's Brand Usage Guidelines or with NTP's prior written permission. Exhibitor must obtain NTP's written permission (or permission under an open source license) to modify, create derivative works of, decompile, or otherwise attempt to extract source code from NTP.

## DISPUTES

For any claim, cause of action, or dispute Exhibitor has against us that arises out of or relates to these Terms ("claim"), Exhibitor agrees that it will be resolved exclusively in the U.S. District Court for the Eastern District of Virginia. Exhibitor also agree to submit to the personal jurisdiction of this court for the purpose of litigating any such claim, and that the laws of the State of Virginia will govern these Terms and any claim, without regard to conflict of law provisions.

## EXHIBITOR-ORGANIZED EVENTS

Events, demos, or meetings of more than 15 attendees (ancillary events), may not be scheduled in conflict with the official educational program of SpaceCom. Such events, regardless of size, must be approved by SpaceCom before scheduling. Supplier events, demos, or meetings are allowed, and encouraged, during Virtual Marketplace hours and before or after SpaceCom educational programming.

## FAILURE TO HOLD EVENT

The parties agree that if SpaceCom is cancelled or suspended by NTP as a result of a natural or public disaster, strikes, acts of terrorism, acts of God, epidemic, pandemic, government actions or orders, or any other cause outside of NTP's control that prevents SpaceCom from being held, this agreement shall terminate, effective as of the date that NTP cancels or suspends SpaceCom. If this agreement is terminated pursuant to this provision, (a) the exhibitor waives and releases any and all claims, rights, or causes of action that exhibitor has or may have against NTP or any of its agents relating to any loss, damage, or any other type of injury that exhibitor may incur as a result of the termination; and (b) NTP shall refund to exhibitor any exhibit fees paid under this agreement as of the effective date of the termination, less the pro-rata share of all costs and expenses incurred and committed by NTP relating to this agreement.

## RULES AND REGULATIONS

Exhibitors will abide by all other provisions of these rules and regulations and all other regulations of governmental agencies. It is expressly understood and agreed by applicant that the Rules and Regulations of the Virtual Profile as issued or amended by NTP are hereby made an integral part of the Contract and of the agreement between Applicant and NTP for this reference and to the same extent and effect as if said Rules and Regulations were set forth in full in the contract.