

THE 2021 VIRTUAL IBSx EXHIBITOR CONTRACT TERMS, CONDITIONS, RULES AND REGULATIONS

A. OBJECTIVE

The objective of the 2021 Virtual IBSx (the "Exposition") is to provide a virtual online educational framework for the dissemination of the newest ideas in the housing industry through the assembly of leaders from all areas of the building industry, with program activities and product displays, and with the primary purpose of exchanging information directed at solving complex building needs, both national and international. The Exposition helps provide a virtual forum for the introduction of new building products and services to NAHB members and non-members.

B. DEFINITIONS

As used herein:

1. "Exhibitor" collectively shall mean the entity or individual that applied for virtual exhibit space and each of its officers, directors, shareholders, employees, agents, contractors, representatives and/or invitees, as applicable.
2. "Exposition" shall mean the 2021 Virtual IBSx.
3. "NAHB" and/or "Exposition Management" shall mean the National Association of Home Builders, which owns, produces and manages the Exposition.
4. "Virtual Platform Provider" shall mean Convey Services, LLC, which will provide the portal hosting, custom technology configuration and portal management services necessary for Exposition Management to deliver the Exposition virtually online (the "Virtual Platform").

C. CONTRACT

By checking the "I Accept" button on the Application for Virtual Exhibit Space, Exhibitor agrees to abide by these Terms, Conditions, Rules and Regulations and all amendments thereto and decisions of Exposition Management. The Application for Virtual Exhibit Space becomes a binding contract between NAHB and Exhibitor upon NAHB's acceptance of Exhibitor's Application and issuance of a confirmation and invoice to Exhibitor. The individual who accepts the terms of this Contract on behalf of Exhibitor, by clicking the "I Accept" button, represents and warrants that he or she is authorized to enter into contracts that are binding on Exhibitor.

D. CHARACTER OF EXHIBIT

It is understood and agreed by Exhibitor that the Exposition is undertaken by NAHB primarily for the education of its members, who represent all aspects of the housing industry. To this end, Exhibitor agrees as follows:

1. To exhibit only products manufactured or distributed by Exhibitor in the regular course of its business, comprising materials, equipment, apparatus, systems, services, and other component products pertinent to the building industry.
2. To display such products or services in a tasteful manner which is intended to describe and depict the advantages of using such products or services.
3. That due to the great number of companies exhibiting similar or related product lines, Exposition Management cannot guarantee that a company exhibiting similar products (including a competitor of Exhibitor) will not be located in nearby or adjoining virtual exhibit space on the Virtual Platform.

Exposition Management reserves the right:

1. To prohibit any virtual exhibit or part thereof which, in its sole opinion, violates this Contract or in any other way, is not suitable to, or in keeping with, the character and spirit of the Exposition.
2. To close a virtual exhibit which, in its sole opinion, violates this Contract during the course of the Exposition.
3. To refuse to permit an Exhibitor which, in its sole opinion, violates this Contract to participate in one or more future NAHB Exposition(s) by reason thereof.
4. To terminate or interrupt Exhibitor's use of or access to the virtual exhibit space as a result of or arising from information possessed or threat(s) received by Exposition Management concerning an imminent danger to any occupant or guest therein, and Exposition Management shall not be responsible for, nor have any liability arising from any such termination or interruption of Exhibitor's use of or access to the virtual exhibit space.

Exposition Management has absolute discretion to exercise these rights; *provided*, however, that the taking by Exposition Management of any one or more of the above actions shall not limit in any way other remedies available to Exposition Management provided elsewhere in this Contract or provided by law.

E. EXHIBIT RULES AND REGULATIONS

In order to provide a well-balanced, well-regulated, attractive, and successful Exposition, no exceptions to the following rules will be permitted. Exposition Management reserves the right to enforce strict compliance with these Rules and Regulations.

1. Exhibitor shall develop and deliver to Exposition Management text, graphics, photographs, videos, and other material that shall

be displayed in Exhibitor's virtual exhibit space (the "Content"). Exhibitor hereby grants to Exposition Management a worldwide, non-exclusive, permanent, irrevocable, royalty-free license (with the right to sublicense) to use, reproduce, adapt, modify distribute, publicly perform, publicly display, broadcast, make available, store and archive such Content in whole or in part, utilizing any and all media now known or hereinafter devised. Exhibitor grants to Exposition Management the right and permission to record or capture still images of Exhibitor's virtual exhibit space, products, guests and personnel before, during, or after the Exposition, and use those recordings or images for any promotional purposes. Exhibitor represents and warrants that: (i) the Content is owned by Exhibitor such that Exhibitor holds the copyrights or has the legal right and license to use the Content and to grant to Exposition Management the right and license to use the Content as provided herein; (ii) Exposition Management will not need to obtain licenses and permissions from any third party or pay compensation or royalties to any third party with respect to the Content; (iii) the Content does not infringe any third party rights including but not limited to, copyrights, the right to publicity or privacy, or any other intellectual property right; and (iv) the Content complies, and Exhibitor complies, with all applicable laws related to the subject matter herein. Exhibitor is prohibited, without Exposition Management's prior written approval, from recording or otherwise capturing, re-broadcasting, or making any use of Exposition Content (other than Exhibitor's pre-existing intellectual property) after or otherwise independent of the Exposition.

2. Due to the sensitive nature of new products and unique booth displays at the Exposition, photography and/or video recording or other method of capturing images (e.g., screenshots) of any virtual booths other than Exhibitor's own virtual booth by any attendee/Exhibitor personnel is prohibited. Exceptions shall be made only when advance written permission is obtained from Exposition Management, from the exhibitor whose virtual booth/product is to be photographed/videotaped, and from all individuals to appear in the photograph, video, or other image capture.
3. Exhibitor shall upload all Content for its virtual exhibit space on the Virtual Platform on or before 10:00 a.m. E.S.T., on Monday, February 8, 2021, and shall ensure that all requirements for a fully functioning virtual booth shall have been satisfied. Exhibitor shall occupy its virtual exhibit space during the official dates and hours of the Show, which are Tuesday, February 9 – Friday, February 12, 2021, daily from 10:00 a.m. – 6:00 p.m. E.S.T. If Exhibitor has purchased virtual exhibit space at the Gold or Silver level, Exhibitor shall be permitted to display its Content solely and exclusively on the Virtual Platform and shall not be permitted to use embed code or link to any other website, platform or other booth or experience external to the Virtual Platform ("External Site"). Notwithstanding the foregoing, however, an Exhibitor at the Gold or Silver level may request consent from Exposition Management to embed or connect to an External Site, which consent may be granted or withheld by Exposition Management in its sole and absolute discretion. If an Exhibitor at the Gold or Silver level violates the foregoing prohibition, Exposition Management reserves the right to suspend or deny all attendee access to Exhibitor's virtual exhibit space.
4. If Exhibitor or any of its personnel is found to be engaged in Suitcasing or Outboarding during the Exposition, then Exhibitor will lose all of its priority points for future Expositions. "Suitcasing" is defined as the practice of a company attending the Exposition as an attendee but soliciting business from other attendees and exhibitors. "Outboarding" is defined as the practice of a company setting up exhibits or events separate from the Exposition's Virtual Portal and encouraging attendees to leave the Exposition and spend time with them. The only legitimate place for Exhibitor to conduct business during the Exposition is within Exhibitor's contracted virtual exhibit space. All exhibitors are encouraged to report any Suitcasing or Outboarding violations directly to Exposition Management.
5. The following conduct and activities are prohibited, and at the sole discretion of Exposition Management, may result in termination of Exhibitor's Contract, and the refusal of applications to participate in any or all future NAHB Expositions:
 - a. The issuance of a bad check to NAHB or to any NAHB affiliate or subsidiary.
 - b. The failure to timely pay any amount due to NAHB or to any NAHB affiliate or subsidiary.
 - c. The demonstration of financial insolvency, either personally or by one's business entity; failure to pay creditors; declaration of bankruptcy.
 - d. Criminal activity, including convictions of or guilty pleas regarding fraud, crimes of violence, crimes of moral turpitude, any felony, or a sexual offense that results in registered sexual offender status in any jurisdiction.
 - e. The failure to maintain acceptable decorum at the Exposition including but not limited to intoxication; substance abuse; discrimination or harassment based on gender, sexual orientation, disability, race, ethnicity, religion or national origin; or threats of violent acts toward others.
 - f. The employment or contracted use of illegal aliens at the Exposition.
 - g. The violation or infringement of the rights of any party under any patent, copyright, trademark, trade secret, or other proprietary right.
6. If Exhibitor or its representative has an outstanding balance of any type payable to Exposition Management, its virtual exhibit space will not be displayed on the Virtual Platform.

F. MUSICAL ENTERTAINMENT

All live musical performances and all uses of recorded music must be licensed by the American Society of Composers, Authors & Publishers (ASCAP), Broadcast Music, Inc. (BMI) and any other agency responsible for licensing such music. Recorded music includes, but is not limited to, records, tapes, compact disks, videotapes, MP3s or computer presentations with either featured or background music.

G. SUBLETTING SPACE

Exhibitor shall not assign, sublet, or apportion the whole or any part of the virtual exhibit space allotted to it. Nor shall Exhibitor exhibit therein any

other goods, apparatus, material or service that is not manufactured or distributed by Exhibitor in the regular course of its business or allow any other person or party to do so. If it is necessary to use the equipment of another manufacturer, that equipment should be displayed separately, and no advertising of that equipment may be displayed.

H. LICENSES, PERMITS AND TAXES

Exhibitor may take orders but may not make any retail sales from its virtual exhibit space. Exhibitor is solely responsible for procuring any and all applicable licenses, permits and/or approvals required under federal, state or local law in connection with Exhibitor's activities at the Exposition, and for paying all fees in connection therewith. Exhibitor is responsible for procuring any applicable tax identification number(s) and/or permit(s) and for collecting and remitting all taxes, fees, charges, levies or penalties owed to any governmental authority in connection with Exhibitor's activities at the Exposition.

I. COMPLIANCE WITH LAWS AND REGULATIONS

Exhibitor is responsible for being knowledgeable of and in compliance with all applicable federal, state and local laws and regulations and while participating in the Exposition and any activities in connection therewith, including, but not limited to, privacy and confidentiality requirements. Exposition Management has no responsibility for Exhibitor's compliance with applicable laws, rules and regulations; compliance is mandatory and is the sole responsibility of the Exhibitor.

J. CONTESTS/GIVEAWAYS

Exposition Management reserves the right to review and approve Exhibitor's rules for any contest, sweepstakes, drawing or giveaway activity it will conduct at or in connection with the Exposition. In connection with all such activities, Exhibitor represents that it shall comply with all applicable federal, state and local laws and regulations and any and all applicable rules of Exposition Management.

K. PAYMENT FOR VIRTUAL EXHIBIT SPACE

BALANCES ARE DUE IN FULL IMMEDIATELY UPON RECEIPT OF THE INVOICE. There will be a charge of U.S. \$50.00 on all checks returned to Exposition Management by its bank. Any payment sent to Exposition Management after December 4, 2020, must be in the form of a cashier's check or Money Order. Company checks will not be accepted after December 4, 2020; therefore, any payment sent to Exposition Management after November 25, 2020, should be in the form of a cashier's check or Money Order.

In addition to its virtual exhibit space, Exhibitor shall be able to purchase separately certain à la carte upgrades and sponsorship options, as set forth on the Application / Contract. If Exhibitor purchases those at the same time as its virtual exhibit space, the fees will be due along with the virtual exhibit space fees. If Exhibitor purchases any such upgrade or sponsorship option subsequently to its purchase of virtual exhibit space, Exhibitor shall make payment in accordance with the terms of the separate invoice from Exposition Management. Any such upgrade or sponsorship option shall be subject to these Terms, Conditions, Rules and Regulations and all amendments thereto and decisions of Exposition Management

If Exhibitor fails to pay virtual exhibit space fees called for in this Contract on or before the due date for such payment, Exhibitor shall be deemed to be in default. In such event, and without further notice to Exhibitor, Exposition Management shall have the right to use the virtual exhibit space assigned to Exhibitor to suit its own convenience, including assigning all or a portion of such virtual exhibit space to another exhibitor. Exposition Management assumes no responsibility for inclusion of the canceled exhibitor or descriptions of its products on www.BuildersShow.com, in the show directory, brochures, news releases, or other materials.

L. WITHDRAWAL, CANCELLATION, MODIFICATION, REFUNDS

Once the Application for Virtual Booth Space is accepted by Exposition Management and Exhibitor makes payment therefor, there will be no withdrawal of the Application or cancellation of virtual exhibit space. **THERE WILL BE NO REFUNDS WHATSOEVER AND EXPOSITION MANAGEMENT WILL BE ENTITLED TO RETAIN EXHIBITOR'S FULL PAYMENT.** If Exhibitor seeks a modification of its level of participation in the Exposition, a request must be made in writing to Exposition Management, which may accept or reject such request in its sole discretion. Exhibitor specifically recognizes and acknowledges that Exposition Management will be harmed if Exhibitor withdraws its Application or its virtual exhibit space.

M. ASSUMPTION OF RISKS AND RELEASE

Exhibitor expressly assumes all risks associated with, resulting from, or arising in connection with Exhibitor's participation or presence at the Exposition, including, without limitation, all risks of theft, loss, harm, damage, or injury to the person (including death), property, business, or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, or otherwise. Exhibitor has sole responsibility for its property or any theft, damage, or other loss to such property, including any subrogation claims by its insurer. Exposition Management accepts no responsibility for property delivered by or to Exhibitor. Exposition Management shall not be liable for, and Exhibitor hereby releases Exposition Management from, and covenants not to sue Exposition Management with respect to, any and all risks, losses, damages, and liabilities described in this paragraph. Without limiting the generality of the foregoing, Exhibitor acknowledges and agrees that Exposition Management does not control or guarantee the security of the virtual space in which the Exposition takes place, or the behavior of the Exposition participants, and Exhibitor expressly assumes all risks associated with transacting business in the virtual Exposition environment, including: (i) the unavailability or unreliability of the Internet to Exhibitor or Exposition participants; (ii) unauthorized use by Exposition participants of Exhibitor's Content used or displayed in connection with the Exposition, or other unauthorized access or use of information, data or intellectual property rights; or (iii) exposure to viruses, time bombs, or other harmful or disabling code.

N. INDEMNIFICATION

Exhibitor shall on a current basis indemnify, defend (with legal counsel satisfactory to Exposition Management), and hold harmless Exposition Management and its officers, directors, members, employees, agents, and representatives, from any and all claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees, and expenses which result from or arise out of or in connection with: (1) Exhibitor's participation or presence at the Exposition; (2) any breach by Exhibitor of any agreements, covenants, promises, or other obligations under this Contract; (3) any matter for which Exhibitor is otherwise responsible under this Contract; (4) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret, or other proprietary right; (5) any libel, slander, defamation, or similar claims resulting from the actions of Exhibitor; (6) harm or injury (including death) to Exhibitor, its officers, directors, employees, agents, contractors, or guests; (7) loss of or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance, or otherwise; (8) any contest, sweepstakes, drawing, giveaway or similar activity by Exhibitor; and (9) Exhibitor's noncompliance or alleged noncompliance with the ADA.

O. LIMITATION OF LIABILITY

Under no circumstances shall Exposition Management be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of its acts or omissions, whether or not apprised of the possibility of any such lost profits or damages. In no event shall Exposition Management's maximum liability under any circumstances exceed the amount actually paid to Exposition Management by Exhibitor for virtual exhibit space pursuant to this Contract. Exposition Management makes no representations or warranties, express or implied, regarding the number of attendees to the Exposition, or regarding any other matter. Without limiting the generality of the foregoing, neither Exposition Management nor its employees, representatives or agents, shall have any liability or obligation to Exhibitor for cancellation or postponement of the Exposition. If the Virtual Portal on which the Exposition is to be held cannot be virtually conducted because of a software issue or issue with the hosting Virtual Portal, so that the Exposition cannot be held, Exhibitor shall have no cause of action or claim for damages or compensation against Exposition Management for the return of any amount previously paid, and such event, this Contract shall be terminated automatically.

P. INSURANCE

Exhibitor shall, at its own expense, secure and maintain through the term of this Contract the insurance listed below. All such insurance shall be primary of any other valid and collectible insurance of Exhibitor and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Exhibitor's obligations under this paragraph. 1) Workers' Compensation and employer's liability insurance in compliance with the requirements of the state where the Exposition is held; 2) Comprehensive General Liability insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate, combined single limit for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable); 3) Umbrella Liability Insurance with limits of at least \$1,000,000 per occurrence and in the aggregate; and 4) Employers Liability/Stop Gap Liability Insurance with limits of at least \$500,000 per occurrence. Comprehensive General Liability and Umbrella insurance policies shall name as additional insureds NAHB, its directors, officers, members, employees and agents. If requested, copies of additional insured endorsements, primary coverage endorsements and complete copies of policies, satisfactory to Exposition Management, shall be furnished to Exposition Management sixty (60) days before the first day of the Exposition. Certified copies of the Certificates of Insurance or policies shall provide that they may not be cancelled without thirty (30) days' notice to Exposition Management.

Q. FORCE MAJEURE

If an event, occurrence or condition, including but not limited to, acts of God, acts, regulations, or orders of governmental authorities; fire, flood or explosion; war, disaster, pandemic, epidemic, or other serious threat to public health, civil disorder (including labor disputes or demonstrations of any kind), acts of terrorism or other violence, curtailment of transportation facilities, or other emergency, makes it impossible, illegal or otherwise inadvisable for Exposition Management to provide the facilities or services contracted herein, this Contract shall terminate without further obligation on the part of any party hereto. In the event of cancellation, postponement or disruption of the Exposition for any cause described in the previous sentence, Exposition Management shall have no obligation whatsoever to Exhibitor. Exhibitor hereby waives any and all claims against Exposition Management for damages or compensation due to cancellation or postponement of the Exposition pursuant to this paragraph.

R. ATTENDANCE

Admission to the Exposition will be available to all registered attendees. Exposition Management makes reasonable attempts to attract qualified attendees to the Exposition but does not guarantee specific numbers or levels of attendees.

S. AMENDMENTS/ADDITIONAL RULES AND REGULATIONS

Any and all matters pertaining to the Exposition that are not specifically addressed in this Contract shall be subject to determination by Exposition Management in its sole discretion. Exposition Management shall have full power in the interpretation and enforcement of all matters contained herein, and the power to make, from time to time, such reasonable amendments thereto and such further rules and regulations as it shall consider necessary or desirable for the proper conduct of the Exposition. Any such additional rules and regulations are an integral part of this Contract and hereby are incorporated into this Contract by reference. Exhibitor shall adhere to additional rules and regulations once they are communicated to Exhibitor. This Contract, including any additional rules and regulations made by Exposition Management, states the entire agreement of the parties with respect to its subject matter.

T. AMERICANS WITH DISABILITIES ACT REQUIREMENTS

Exhibitor agrees to comply with all applicable requirements of the Americans with Disabilities Act, its regulations and guidelines (collectively, the "ADA") and without limiting the foregoing, agrees to design and operate its virtual exhibit space in compliance with the ADA and ensure that its virtual exhibit space and the Content displayed therein complies with the ADA, including an option if required for closed captioning.

U. RIGHT OF ENTRY AND INSPECTION

Exposition Management and/or its designees shall retain the right and unfettered discretion at any time to enter the virtual exhibit space of Exhibitor and to inspect any material distributed or made available in the virtual exhibit space.

V. GOVERNING LAW AND FORUM

This Contract shall be governed by, construed and enforced according to the laws of the District of Columbia (excluding the District of Columbia's conflict of laws rules which would refer to and apply the substantive laws of another jurisdiction). The parties hereby agree to submit themselves to the personal jurisdiction of the courts of the City of Washington, District of Columbia, which shall be the exclusive venue for any disputes relating to this Contract.

W. EXHIBITOR LISTINGS/PHOTOGRAPHS

By participating in the Exposition, Exhibitor grants to Exposition Management a perpetual, fully-paid, non-exclusive license to use, reproduce, and display its name, trade name(s), and the name(s) of its product(s) and service(s) in any directory or other listing of Exposition exhibitors in any and all media, including, without limitation, print and electronic media. In no event shall Exposition Management be liable for any errors or for the omission of Exhibitor from any directory or other listing. Exhibitor agrees that Exposition Management may photograph or video record Exhibitor's virtual exhibit space and workers, before and during the Exposition and may use the same for promotional purposes. Exhibitor represents and warrants that it owns all intellectual property that it will use for promotion or exhibition at the Exposition or that it otherwise has the legal right to use the intellectual property, pursuant to a valid license agreement.

X. WAIVER/SEVERABILITY/TERMS OF FACILITY CONTRACT

1. Waiver by either party of any term or condition or breach shall not constitute a waiver of any other term or condition or breach of this Contract. The rights of Exposition Management shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of Exposition Management.
2. In the event any provision of this Contract is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision(s), and such invalid provision shall be deemed to be severed from the Contract.
3. Notwithstanding anything to the contrary stated herein, Exhibitor agrees that this Contract is subject to the terms of an agreement between NAHB and the Virtual Portal Provider, and to the terms of any and all agreements between Exposition Management and any other party relating to the Exposition. Exhibitor shall not undertake any act or fail to fulfill any obligation which shall be in violation of said agreement.