

EXHIBITOR AGREEMENT

This Exhibitor Agreement (the "Agreement") is entered into on this _____ day of _____, _____ (the "Effective Date"), by and between _____, a _____ corporation with its principal offices at _____ ("Corporation"), and the National Organization of Social Security Claimants' Representatives, a 501(c)(6) nonprofit corporation with its principal offices at 1300 I Street NW, Washington, D.C., 20005 ("NOSSCR") (Corporation and NOSSCR are hereinafter referred to each as a "Party" and collectively as the "Parties").

1. Definitions

"Exhibitor" means a Corporation that shows their work or products at a NOSSCR Program.

"Exhibit Space" means the space designated to an Exhibitor to show their work or products.

"Exhibit(s)" means the display of Corporation's work or products in the Exhibit Space.

"NOSSCR Program" means NOSSCR's annual conference or other conferences or events where an Exhibitor may Exhibit.

"Term" has the meaning given in Section 2 below.

2. Term

The term of this Agreement shall be from the Effective date until twelve weeks after the NOSSCR Program (the "Term") unless it is earlier terminated by the Parties in accordance with the terms of Section 11 below.

3. Character of Exhibit

3.1 The purpose of Exhibits at NOSSCR conferences, consistent with NOSSCR objectives, is to promote the advancement of NOSSCR's mission to ensure that individuals with disabilities applying for Social Security Disability and SSI benefits have access to highly qualified representation and receive fair decisions.

3.2 All exhibits must both complement and enhance the NOSSCR Program to which it is tied. Each Exhibitor agrees to exhibit only those of its products used in the field of

Social Security disability representation, products related to professional or business development in Social Security disability representation, or products of interest to attorneys, representatives, and legal professionals.

- 3.3** Exhibitors must comply with and sign NOSSCR's Exhibitor and Exhibitor Rules and NOSSCR's Code of Conduct, attached as Exhibit A, and all applicable venue rules.

4. Exhibitor Recognition

Exhibitor will be identified as an exhibitor for the event specified in Exhibit B. NOSSCR will acknowledge Exhibitor in accordance with its customary recognition practices and as specified in Exhibit B.

5. Payments

The cost for exhibit space is shown on Exhibit B. Payment for exhibit spaces is due upon confirmation of acceptance as an exhibitor. Failure to make payment within ten (10) business days of acceptance and exhibitor will result in cancellation of space.

6. Cancellation

Exhibit space is non-refundable and non-transferable.

7. Set Up and Dismantling

Exhibitors are solely responsible for delivering to the Exhibit Space all equipment, apparatus, goods, materials, etc., and completely install the display in the space contracted by such Exhibitor no later than thirty (30) minutes before the published opening time of the NOSSCR Program.

8. Sound Restrictions

Exhibitor agrees that sound-producing or amplifying devices must not exceed 85 decibels. NOSSCR reserves the right to determine at what point sound constitutes interference with other Exhibitors. Public address announcements are prohibited.

Exhibitor agrees to pay all royalties, license fees, or other charges for any music, live or recorded, or other entertainment of any kind played by Exhibitor or his agents or employees within the premises. Exhibitor agrees to hold NOSSCR harmless against any and all such claims or charges.

9. Use of Space

Exhibitors may only distribute promotional materials within the confines of its own contracted space. Materials bearing any name or form of advertisement may not be displayed anywhere other than the contracted space. No exhibitor shall sublet space.

10. Marketing

Exhibitors are prohibited from scheduling hospitalities or programs outside of their exhibit contracted space(s) during times of the NOSSCR official program.

11. Independence

NOSSCR and Exhibitor are and will remain independent contracting parties. Nothing in this Agreement creates an employment, partnership, joint venture, fiduciary, or similar relationship between NOSSCR and Exhibitor for any purpose. Neither NOSSCR nor Exhibitor has the power or authority to bind or obligate the other to a third party or commitment in any manner. Any use of the term “partner” or comparable term in any communication is solely for convenience.

12. Confidentiality

Exhibitor will use Confidential Information (as defined below) only in connection with Exhibitor’s activities under this Agreement and keep it confidential. “Confidential Information” means all information, in any form, furnished to or obtained by Exhibitor from NOSSCR including, without limitation, employee, donor, and NOSSCR data, budget and other financial data, program plans and strategies, technical data and research, and know-how. It does not include information which: (a) is or becomes generally available to the public other than as a result of a disclosure by Exhibitor; (b) was known by Exhibitor prior to its being furnished by NOSSCR; (c) is or becomes available to Exhibitor on a non-confidential basis from a source other than NOSSCR; or (d) is independently developed by Exhibitor.

13. Indemnification

13.1 Indemnification by NOSSCR

NOSSCR will indemnify, defend, and hold Exhibitor and its directors, officers, employees, agents, and assigns (collectively, the “Exhibitor Parties”) harmless against any and all claims, liabilities, losses, damages, and expenses any Exhibitor Party may suffer and which arise directly or indirectly from: (a) NOSSCR’s performance under or breach of this Agreement; or (b) claims by third parties of infringement, misappropriation, or other violations of intellectual property rights arising out of Exhibitor’s use of NOSSCR Marks in accordance with the terms of this Agreement. NOSSCR will have no obligation to indemnify any Exhibitor Party to the extent the liability is solely caused by such Exhibitor Party’s gross negligence or willful misconduct.

13.2 Indemnification by Exhibitor

Exhibitor will indemnify, defend, and hold NOSSCR and its directors, officers, employees, agents, and assigns (collectively, the “NOSSCR”) harmless against any and all claims, liabilities, losses, damages, and expenses any NOSSCR Party may suffer and which arise directly or indirectly from: (a) Exhibitor’s performance under or breach of this Agreement; or (b) claims by third parties of infringement,

misappropriation, or other violations of intellectual property rights arising out of NOSSCR's use of Exhibitor Marks in accordance with the terms of this Agreement. Exhibitor will have no obligation to indemnify any NOSSCR Party to the extent the liability is solely caused by such NOSSCR Party's gross negligence or willful misconduct.

14. Termination

14.1 Termination on Notice

Either Exhibitor or NOSSCR may, on its own, terminate this Agreement by providing written notice of that decision to the other. Such a termination will be effective 30 days after delivery of the notice by the terminating party.

14.2 Termination for Breach

If either party breaches any of its obligations under this Agreement, the non-breaching party may provide the breaching party with written notice of the breach. If the breaching party fails to cure the breach within 30 days after receipt of such notice, the non-breaching party may terminate this Agreement upon delivery to the breaching party of a written notice to that effect, with the termination effective upon delivery of such notice to the breaching party. The non-breaching party may, in its reasonable discretion, determine whether the breach has been cured.

14.3 Termination for Conduct

Either NOSSCR or Exhibitor may immediately terminate this Agreement by giving written notice to the other if, based on information about Exhibitor not known to NOSSCR at the time this Agreement is signed, it reasonably believes that the other party has engaged or is engaging in conduct, or has been alleged to have engaged in conduct, including, without limitation, conduct involving harassment or discrimination, of a nature which reflects or could reflect materially and unfavorably upon the reputation of the terminating party. Exhibitor shall agree to NOSSCR's Exhibitor or Exhibitor Guidelines, attached as Exhibit D. Such termination will be effective upon delivery of the notice by the terminating party.

14.4 Consequences of Termination

Upon termination of this Agreement, NOSSCR and Exhibitor will cooperate in transition activities to minimize adverse impacts of the termination. NOSSCR and Exhibitor will promptly cease use of any Exhibitor Marks and NOSSCR Marks, respectively. Exhibitor will not be entitled to receive any refund of any payments made to NOSSCR prior to termination. If Exhibitor terminates this Agreement under Section 11.1, Exhibitor will be responsible for all remaining payments due as set out in Section 5. If Exhibitor terminates this Agreement under Section 11.2 or 11.3, Exhibitor will have no remaining payment obligations to NOSSCR. If NOSSCR terminates this Agreement under Section 11.2 or 11.3, Exhibitor will be responsible for all remaining payments as set out in the Exhibitor Plan. The provisions of Sections 3, 4, 5, 7, 8, and 9 will remain effective after termination.

15. General Provisions

15.1 Entire Agreement

This Agreement, together with the exhibits, expresses the final, complete, and exclusive agreement between Exhibitor and NOSSCR, and supersedes any and all prior or contemporaneous written and oral agreements, arrangements, negotiations, communications, course of dealings, or understandings between Exhibitor and NOSSCR relating to its subject matter. If there are any inconsistencies between any exhibit and this Agreement, this Agreement will control.

15.2 Amendment

This Agreement may be amended only as stated in and by a writing signed by both Exhibitor and NOSSCR, which recites that it is an amendment to this Agreement.

15.3 Severability

If any provision in this Agreement is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law.

15.4 Waiver

Any waiver under this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

15.5 Assignment

Exhibitor may not assign its rights or delegate its duties under this Agreement to anyone else without the prior written consent of NOSSCR.

15.6 Third-Party Beneficiaries

This Agreement is for the exclusive benefit of Exhibitor and NOSSCR and not for the benefit of any third party, including, without limitation, any employee, affiliate, subcontractor, or vendor.

15.7 Notices

Notices and consents under this Agreement must be in writing and delivered by mail, courier, or email to the address listed on this Agreement. These addresses may be changed by written notice to the other party.

15.8 Governing Law

This Agreement will be governed by District of Columbia law.

15.9 Injunctive Relief

Both parties acknowledge and agree that: (a) any breach by one party of its obligations under Section 5 will result in irreparable harm to the other party which cannot be reasonably or adequately compensated in damages; (b) the injured party will be entitled to injunctive or other equitable relief in respect of such breach or imminent breach; and (c) the injured party will have all other rights and remedies to which it is entitled, at law or in equity, with respect to breach of Section 5, and otherwise with respect to the enforcement of all rights relating to the establishment, maintenance, or protection of their intellectual property.

15.10 Counterparts

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. Transmission by PDF of executed counterparts constitutes effective delivery.

NOSSCR

By: _____

Name: _____

Title: _____

Date: _____

Exhibitor

By: _____

Name: _____

Title: _____

Date: _____

16. Exhibit A Exhibitor and Sponsor Rules and NOSSCR Code of Conduct

What is NOSSCR?

The National Organization of Social Security Claimants' Representatives (NOSSCR) is a specialized bar association for attorneys and advocates who represent Social Security Disability Insurance and Supplemental Security Income claimants throughout the adjudicative process. Since 1979, NOSSCR has been providing continuing legal education to its 3,000 members and public policy advocacy on behalf of its members and the people with disabilities they represent. NOSSCR seeks pragmatic, constructive solutions to modernize and improve the Social Security program.

Exhibitor and Sponsor Priorities

- **NOSSCR positions itself as the nation's top provider of continuing legal education ("CLE") in Social Security law and related areas. NOSSCR's educational programs, CLE, conferences, and other events all present unique and valuable exhibiting and sponsorship opportunities. We partner with those who offer products or services that are valuable, interesting, educational, or entertaining for our attendees.**
- **NOSSCR reserves the right to select exhibitors or sponsors according to NOSSCR's operating and financial decisions, the experience of our attendees, NOSSCR's image and mission.**
- **To satisfy these priorities, NOSSCR may choose an exhibitor or sponsor that has offered any amount for the exhibiting or sponsorship—not necessarily the highest dollar figure. NOSSCR may choose exhibitors or sponsors according to diversity of offerings, changes from prior events, or the opposite—all according to what NOSSCR determines to be in the best interest of NOSSCR and NOSSCR's members.**
- **NOSSCR's mission considers NOSSCR members, claimants before the Social Security Administration, and the wider community of disability advocacy.**

Exhibitor and Sponsor Rules

To serve NOSSCR's priorities, we insist on the following rules being honored by exhibitors and sponsors before, during, and following events. These rules are implemented by NOSSCR's CEO, who is tasked with establishing our events program.

- **Provide NOSSCR with an accurate description of products or services offered by the individual or entity seeking to exhibit or sponsor, including specifics as to what will be offered at a booth or following a click-through on a digital logo to be promoted by NOSSCR.**
- **Upon request, allow NOSSCR to review a sample of the product or service to be offered, if appropriate.**

- **Staff all booths with only those individuals who are adult, professional, responsible for the individual or entity exhibiting, aware of and committed to following NOSSCR's events code of conduct.**
- **Staff all booths with only those individuals, and use only materials, signage, and other devices that are satisfactory to the host/hotel/venue where NOSSCR's event is held.**
- **By exhibiting or sponsoring with NOSSCR, all exhibitors and sponsors grant NOSSCR and NOSSCR's contractors permission to record, duplicate, and distribute photographs and videos that may include the exhibitor's booth, individuals exhibiting, or individuals representing a sponsor, including for NOSSCR's sale.**
- **Exhibitors and sponsors must satisfy all of NOSSCR's deadlines for submission of booth details, materials, digital logos, or other items as requested by NOSSCR.**
- **Exhibitors must arrive at the appointed date and time fully prepared to exhibit.**
- **Exhibitors may not denigrate NOSSCR, its programs, staff, or representatives in any manner.**
- **Exhibitors may not defame, slander, or libel any person, firm or corporation, nor disparage any organization, product or service. Exhibitors are invited to NOSSCR's events to display their product or service in a positive and professional manner only.**
- **Exhibitors and sponsors must dress professionally, avoid crude or offensive language or behavior, adhering to a generally professional approach. All exhibitors and sponsors (and their staff or others attending NOSSCR's events) must be sensitive to the diversity within NOSSCR and the disability advocacy community regarding gender, race, religion, age, ancestry, sexual orientation, national origin, and issues of ableism. Exhibitors may not smoke at the event or the event social functions.**
- **Exhibitors are reminded that nondiscrimination and disability laws ensure equal access to all participants at NOSSCR events. It is the responsibility of the exhibitor to make its booth space fully accessible to persons of all races, colors, national origins, genders, disabilities and other protected classifications and to comply with all applicable laws and regulations, including without limitation the American with Disabilities Act.**
- **In response to any concern expressed by a NOSSCR attendee or NOSSCR's staff, NOSSCR reserves the right to demand changes without notice to an exhibitor's booth or the communications used by those staffing a booth.**
- **The appearance of NOSSCR's exhibitors must be consistent with the high standards of NOSSCR itself, and therefore NOSSCR or a hosting venue may bar exhibitor's staff from eating in a certain location (such as at a booth), attending the event with an animal unless a clear exception has been granted, or otherwise distracting or offending NOSSCR's attendees.**
- **Exhibitors must agree to limit the service and or materials/products displayed in the exhibit area to those purveyed by the exhibitor, with the exception of proprietary**

equipment used for the purpose of demonstrating the materials or services. Such proprietary equipment may not be promoted in any manner.

- An exhibitor may not assign, sublet or share any part of the exhibit space contracted to it. Only division companies with a common parent company may lease booth space jointly, and a minimum of one standard booth per division is required. For program/directory listings, only one company name listing is allowed per each standard booth space.
- During event hours, each exhibit must be staffed by an exhibitor representative.
- All material used by an exhibitor in a booth must be fireproofed and an exhibitor must obtain advance approval from the fire marshal to use open flames, any kind of compressed gas or explosive fuels, heat or other potentially dangerous medium. Exhibitors must furnish copies of all correspondence with the fire marshal to NOSSCR.
- Exhibitors accept full responsibility for compliance with national, state, local, and venue fire safety, disease/illness, and other regulations.
- Exhibitors must display and arrange materials in such a manner so as not to obstruct sight lines of neighboring exhibitors. All booth heights are subject to change based on height restrictions in the exhibit hall.
- Exhibitors agree that NOSSCR does not assume any responsibility for the protection and safety of exhibitors, their representatives, agents, employees, exhibits or property. Any guard service, security room, or other protective measures that NOSSCR may take shall be deemed to be purely gratuitous on its part, and NOSSCR shall have no responsibility for effectiveness or failure of such measures, or for conduct of personnel involved therein. Exhibitors agree to indemnify and hold harmless NOSSCR, including its officers, directors, agents, employees, contractors, assignees, and insurers, and the other exhibitors at the conference from and against any and all claims, losses, damages, liabilities and expenses, including attorney's fees, consultant fees, and court costs, incurred by NOSSCR, the event venue, or other exhibitors in defending against or satisfying or compromising any such claim arising out of any injury to persons or property caused by any act or omission of an exhibitor or its representatives, agents, employees or contractors.
- Exhibitors shall have general liability insurance of not less than \$1,000,000, covering any and all claims for injuries to persons in or upon the assigned booth space, including all injuries or damages from booths, signs, or other apparatus or equipment now or hereafter erected on such space, and the insurance policies required hereunder shall name NOSSCR as an additional insured. Exhibitors shall furnish NOSSCR with evidence of such insurance coverage upon NOSSCR's request.
- Full payment must be received with the application to secure one of the selections made by an applicant to be an exhibitor or sponsor. Without full payment, NOSSCR

will not guarantee nor hold any of the applicant's selections. Sponsorships are nonrefundable and are nontransferable.

- Should for any reason a sponsorship not be available, or should other contingencies prevail, which, in the opinion of NOSSCR, would prohibit or greatly limit attendance at the conference, NOSSCR has the right to cancel the event or sponsorship and shall not be liable for any expenses incurred. If this occurs, sponsorship payment made to NOSSCR will be refundable.
- NOSSCR, including its officers, directors, agents, employees, contractors, assignees, other sponsors, and the event venue shall not be held responsible for the effectiveness of "product awareness" through the sponsor's use of sponsorship.
- Each sponsoring company agrees to abide by these rules and regulations when its company representative signs below. These rules and regulations become part of the contract between the sponsor and NOSSCR. NOSSCR has full power of interpretation and enforcement of these rules and may amend them at any time. All matters in question not covered here are subject to the decision of NOSSCR and all decisions shall be binding on all parties affected by them. Sponsors or their representatives who fail to observe these conditions of contract or who, in the opinion of NOSSCR, conduct themselves unethically, unprofessionally, or otherwise inconsistent with these rules may be immediately dismissed from sponsorship without refund or other appeal.
- An approved sponsor logo should be submitted to NOSSCR promptly. If the sponsor's logo changes after approval, it is the sole responsibility of the sponsor to notify NOSSCR and to provide an approved replacement file.
- Sponsorships must be professional and tasteful, enhance the experience for NOSSCR's members, offer the opportunity for potential sponsors to reach a specialized audience, and compliment NOSSCR advertising and exhibit opportunities.
- Should for any reason the selected meeting place not be available for exhibiting or should other contingencies prevail which, in the opinion of NOSSCR, would prohibit or greatly limit attendance at an event, NOSSCR has the right to cancel the event or move the location to another facility or city at the discretion of NOSSCR, and shall not be liable for any expenses incurred by reason thereof. In the event of cancellation of the event, NOSSCR will credit all space charges paid by an exhibitor to the rescheduled event or another NOSSCR product, event, or service.
- Exhibitors and sponsors agree to abide by these terms and conditions when signed below, and these terms and conditions become part of the contract between the exhibitor or sponsor and NOSSCR. This agreement shall be construed in accordance with the laws of the District of Columbia and venue for any lawsuit arising out of this agreement shall be in the District of Columbia. This agreement constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all previous written or oral agreements between the parties with respect

to such subject matter. Violation of these provisions could result in an exhibitor or sponsor immediately being dismissed or otherwise barred from an event without refund or appeal.

Should an exhibitor or sponsor violate these rules, NOSSCR, at the CEO's discretion, may decline future exhibiting or sponsorship proposals.

Code of Conduct

NOSSCR is committed to ensuring a safe and welcoming atmosphere for NOSSCR members and participants at all NOSSCR events.

We expect all NOSSCR members and participants at NOSSCR events, including attendees, sponsors, exhibitors, contractors, volunteer leaders, vendors, and staff, to abide by this Code of Conduct in all communications with each other and NOSSCR staff and at in-person events, including ancillary events and social gatherings.

- Be considerate and respectful in your speech and actions.
- Refrain from demeaning, discriminatory, or harassing behavior and speech.
- Be mindful of your surroundings and of your fellow participants.

Unacceptable behaviors include, but are not limited to:

- Intimidating, harassing, abusive, discriminatory, derogatory or demeaning speech or actions by any NOSSCR member in written or verbal communications with NOSSCR members or staff or participants at NOSSCR events;
- Harmful or prejudicial verbal or written comments or visual images related to gender, sexual orientation, race, religion, disability, or other personal characteristic;
- Inappropriate use of nudity and/or sexual images in public spaces (including presentation slides);
- Deliberate intimidation, stalking, or following;
- Harassing photography or recording;
- Sustained disruption of talks or other events;
- Unwelcome and uninvited attention or contact;
- Physical assault (including unwelcome touch or groping);
- Real or implied threat of physical harm;
- Real or implied threat of professional or financial damage or harm.

Anyone asked to stop unacceptable behavior is expected to comply immediately.

If you have been subjected to unacceptable behaviors or have any other concerns, please contact NOSSCR staff on site or email us at nosscr@nosscr.org to report this conduct. All reports are confidential.

Repeated or serious violations of this policy at NOSSCR events will result in an order to leave the event immediately without a refund. Egregious violations will result in more severe sanctions, including, but not limited to, reporting to local or state authorities, including professional licensing bodies.

Unacceptable behavior from any participant at a NOSSCR event, including anyone with decision-making authority, will not be tolerated and may result in

If you have been falsely or unfairly accused of violating this Code of Conduct, you should notify NOSSCR's staff or the NOSSCR Membership Standards Committee with a concise description of your grievance.

17. Exhibit B

Exhibit industry type:

Exhibit size:

Exhibit cost:

Exhibitor benefits: