

SPARK DIRECT-2-YOU

2021 SPONSORSHIP CONTRACT

May 20, 2021



Contact Name	Company Name	PPAI #		
Address ()	City ()	State/Province	Country	ZIP/Postal Code
Phone	Fax	Email		

SPONSOR LEVEL

PLEASE NOTE: Sponsorship deadline is April 30, 2021. Product Sponsor deadline is April 22, 2021.

Platinum Sponsorship	\$1,500.....	\$	_____
Gold Sponsorship	\$1,000.....	\$	_____
Silver Sponsorship	\$500.....	\$	_____
Product Sponsor	\$250	\$	_____
Total: \$			_____

SPONSORSHIP INFORMATION

PLATINUM SPONSOR (\$1,500)

EXCLUSIVE OPPORTUNITY

- Recognized as event sponsor in conference materials, event webpage, throughout event and in *PPB*
- Exclusive sponsor recognition at two sessions or events
- Full page ad in *PPB*

GOLD SPONSOR (\$1,000)

3 AVAILABLE

- Recognized as event sponsor in conference materials, event webpage, throughout event and in *PPB*
- Exclusive sponsor recognition at one session or event
- Two vertical banners in *PPB Newslink*

SILVER SPONSOR (\$2,000)

4 AVAILABLE

- Recognized as event sponsor in conference materials, event webpage, throughout event and in *PPB*
- Exclusive sponsor recognition at one session or event
- One vertical banner in *PPB Newslink*

PRODUCT SPONSOR (\$250)

EXCLUSIVE OPPORTUNITY

- Distributed to first 50 registered attendees
 - Sponsor responsible for drop shipping product(s) along with provided card from PPAI
 - Recognized as product sponsor in conference materials, event webpage, throughout event and in *PPB*
- * *Product must be approved by PPAI*

Please return contract with full payment to:
Promotional Products Association International
3125 Skyway Circle N., Irving, TX 75038

To remit payment by check please make payable to:
Promotional Products Association International

To remit payment by credit card (Visa, American Express, Mastercard) please call:
Vicki Sypien at 972-258-3066.

1. DEFINED TERMS

The term "Event" means SPARK Direct-2-You, scheduled to be held on May 20, 2021 (the "Event Dates") as a DIRECT-2-YOU Virtual Event on a virtual platform (the "Platform"). The Event is owned, produced and managed by Promotional Products Association International ("PPAI"). As used hereinafter, the term "PPAI" means, collectively, PPAI, and each of its officers, directors, agents, affiliates, representatives, employees and assigns, unless the context requires otherwise. The term "Exhibitor" means, collectively, (I) the company or person that applied for exhibit space rental or sponsorship and agreed to enter into this contract upon acceptance by PPAI in the manner stated below and (II) each of its officers, directors, employees, contract ors, agents, representatives and/or invitees, as applicable.

2. ATTENDEES

The primary purpose of the Event and PPAI sponsored shows is to gain access to appropriate educational forums and opportunities. PPAI reserves the right to decline any request if it is not in the best interest of the show and the surrounding exhibitors.

3. CONTRACT ACCEPTANCE

This contract shall become binding and effective only when it has been signed by Exhibitor and accepted as valid by a duly authorized representative of PPAI. Evidence of contract acceptance will be a formal confirmation of exhibit or sponsorship and the related financial specifics. The final exhibit space and/or benefits may be different from the Exhibitor's requests.

4. ASSUMPTION OF RISKS; RELEASES

Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation at the Event, 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 (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither PPAI nor the Platform accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither PPAI nor the Platform shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities described in this paragraph.

5. INDEMNIFICATION

Exhibitor shall indemnify, defend (with legal counsel satisfactory to PPAI), and hold PPAI, Platform and harmless from any claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees and expenses which result from or arise out of or in connection with: (a) Exhibitors' participation or presence at the Event, (b) a breach by Exhibitor of any agreements, covenants, promises or other obligations under this contract (c) any matter for which Exhibitor is otherwise responsible under the terms of this contract; (d) 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; (e) any libel, slander, defamation or similar claims resulting from the actions of Exhibitor; (f) harm or injury (including death) to Exhibitor; and (g) 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.

6. LIMITATION OF LIABILITY

Under no circumstances shall PPAI, or the Platform 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. In no event shall PPAI's maximum liability under any circumstance exceed the amount actually paid to PPAI by Exhibitor for exhibit space rental pursuant to this contract. PPAI makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or regarding any other matters.

7. QUALIFICATIONS OF EXHIBITOR

PPAI, in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the Event. Eligibility is generally limited to supplier and Business Services Exhibitors, who are in good standing with the Association. PPAI reserves the right to restrict or remove any exhibit which PPAI, in its sole discretion, believes is objectionable or inappropriate.

8. ASSIGNMENT OF SPACE

Initial assignments of space will be determined by space allocation. Space will be assigned on a first-come, first-serve basis. Exhibit space shall be assigned by PPAI in its sole discretion for the Event and for the Event Dates only. Any such assignment does not imply that similar space will be assigned for future Events. PPAI reserves the right to change the floor plan or to move an Exhibitor to another exhibit space location prior to, or during the Event, if PPAI, in its sole discretion, determines that to do so is in the best interest of the Event.

9. CANCELLATION BY EXHIBITOR

If Exhibitor desires to cancel this agreement, Exhibitor may only do so by giving notice in writing sent to the PPAI with evidence of receipt. If

written notice of cancellation is received after May 21, 2021, all paid exhibit fees and sponsorship fees will be forfeited by the exhibitor. If written notice of cancellation is received prior to April 22, 2021, Exhibitor will be liable for 50% of the total exhibit and sponsorship fees. Please note that the marketing of the promotional opportunities ceases on the date of the cancellation. This amount is considered to be liquidated and agreed upon damages, for the injuries the PPAI will suffer as a result of Exhibitor's cancellation. This provision for liquidated and agreed upon damages is a bona fide provision and not a penalty. The parties understand that the withdrawal of the space reserved from availability at a time when other parties would be interested in applying for it, will cause the PPAI to sustain damages. In this situation, the PPAI's damages will be substantial, but they will not be capable to determine with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this Agreement as a valid pre-estimate of these damages. PPAI reserves the right to treat an Exhibitor's downsizing of exhibit space as cancellation of the space in question. The canceled space is subject to the same cancellation provisions noted above. An Exhibitor may be required to move to a new location if it requests a downsizing of space.

10. CANCELLATION BY PPAI

If Exhibitor fails to make a payment required by this contract in a timely manner, PPAI may terminate this contract (and Exhibitor's participation in the Event) without further notice and without obligation to refund monies previously paid. PPAI reserves the right to refuse Exhibitor permission to move in and set up an exhibit if Exhibitor is in arrears of any payment due to PPAI. PPAI is expressly authorized (but has no obligation) to occupy or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best, and without releasing Exhibitor from any liability hereunder. PPAI may also terminate this contract effective upon written notice of termination if Exhibitor breaches any of its obligations under this contract, without any obligation on PPAI's part to refund any payments previously made and without releasing Exhibitor from any liability arising as result of or in connection with such breach.

11. CANCELLATION OF THE EVENT

If PPAI cancels the Event or due to circumstances beyond the reasonable control of PPAI (such as acts of God, acts of war, governmental emergency, labor strike, actions by Platform that may be deemed detrimental to the Event, or unavailability of the Platform), PPAI shall refund to each Exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred, in full satisfaction of all liabilities of PPAI to Exhibitor. PPAI reserves the right to cancel, re-name or re-locate the Event or change the dates on which it is held. If PPAI changes the name of the Event, re-locates the Event to another platform, or changes the dates for the Event to dates that are not more than 30 days earlier or 30 days later than the dates on which the Event originally was scheduled to be held, no refund will be due to Exhibitor, but PPAI shall assign to Exhibitor, in lieu of the original space, such other space as PPAI deems appropriate and Exhibitor agrees to use such space under the terms of this contract. If PPAI elects to cancel the Event other than for a reason previously described in this paragraph, PPAI shall refund to each Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of all liabilities of PPAI to Exhibitor.

12. EXHIBIT SPACE OCCUPANCY

Hours and dates for installing, occupying and dismantling exhibits shall be those specified by PPAI. If Exhibitor fails to install its information in the platform by 6:00 p.m. on Wednesday, May 19, or leaves its space unattended during Exhibit hours, PPAI shall have the right to take possession of the space and no refund will be due to Exhibitor. All exhibits must be open for business during the Event hours.

13. LISTINGS AND PROMOTIONAL MATERIALS

By exhibiting at the Event, Exhibitor grants to PPAI a fully paid, perpetual non-exclusive license to use, display and reproduce the name, trade names and product name, of Exhibitor in any directory (print, electronic or other media) listing the exhibiting companies at the Event and to use such names in PPAI promotional materials. PPAI shall not be liable for any errors in any listings or descriptions or for omitting any Exhibitor from the directory or other lists or materials. PPAI may also take photographs of Exhibitor's exhibit space, exhibit and personnel during, before or after the open hours of the Event and use such photographs for any PPAI promotional purpose.

14. CARE OF PLATFORM

Exhibitor shall promptly pay for any and all damages to the Platform or associated platforms, exhibit space equipment or the property of others caused by Exhibitor.

15. TAXES AND LICENSES

Exhibitor shall be solely responsible for obtaining any licenses, permits or approvals under federal, state or local law applicable to its activities at the Event. Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, or other fees, charges, levies, or penalties

that become due to any governmental authority in connection with its activities at the Event.

16. COPYRIGHTED MATERIALS

Exhibitor shall not 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.

17. OBSERVANCE OF LAWS

Exhibitor shall abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Platform (including any union labor work rules). Without limiting the foregoing.

18. ADDITIONAL TERMS AND CONDITIONS

PPAI has sole control over attendance policies. Except as provided to the contrary in this contract, all monies paid by Exhibitor shall be deemed fully earned and non-refundable at the time of payment. Exhibitor shall conduct itself at all times in accordance with normal standards of decorum and good taste. In addition to its right to close an exhibit and withdraw acceptance of the contract, PPAI in its sole judgment may refuse to consider for participation in future Events an Exhibitor 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 PPAI. Exhibitor may not assign this contract or any right hereunder nor may Exhibitor sublet or license all or any portion of its exhibit space.

19. 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 PPAI in its sole discretion. PPAI may adopt rules and regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to Exhibitor. Exhibitor shall observe and abide by additional regulations made by PPAI as soon as these additional rules or regulations are communicated to Exhibitor. Exhibitor agrees to comply with all applicable provisions of the Event and will not do anything that constitutes a violation of any part or condition of the Event.

21. ELIGIBILITY OF EXHIBITOR/SPONSOR

Effective for all PPAI events and publications, any company that wants to gain access to the PPAI marketplace (through trade-show exhibit space, sponsorships, and advertising) is required to obtain Product Safety Aware status. Each company must designate a roster employee to serve as a Product Safety Ambassador. The roster employee must complete four hours of the specified product safety education or qualify under alternate criteria inking but not limited to, PRAG membership, PPAI Product Safety Summit attendance, primary active QCA compliance contact status (distributors and suppliers) or ICPHSO attendance, in order for the company to receive the Product Safety Aware status. (www.ppai.org/members/product-safety-aware/product-safety-awareness-program/) includes FAQs and list of specified product safety education. For SPARK Direct-2-You 2021, Product Safety Aware status must be obtained by 5pm Monday, May 17, 20 21 for recognition as a sponsor throughout the conference. Any company not obtaining the Product Safety Aware status by the established deadline date and time will have their sponsorship canceled Section 10, Cancellation by PPAI. No refunds will be granted.

Signature on Contract

Please sign your contract on the Authorized Signature line.

Signature

Date