

Sponsor and Exhibit Prospectus

The NIRI Annual Conference is the must attend event for the investor relations community. The world's largest IR education and networking conference keeps practitioners, counselors, and providers relevant with interactive sessions, industry breakouts and insight from today's thought leaders –and is your opportunity to connect with these key decision makers.

Conference attendees look to NIRI for world class education, networking, and product and service discovery

In this evolving business environment, you must stay on top of your game to connect with existing and prospective clients. NIRI's Annual Conference represents the largest IR gathering in the world...and your best chance to meet this unique, highly qualified audience.

NIRI ANNUAL CONFERENCE ATTENDEES

- ▶ Command total IR budgets between \$500,000 and \$1 million dollars
- ▶ Command print and online annual report budgets between \$1,000 and \$560,000 dollars
- ▶ 78% of IROs reported outsourcing at least one part of their annual report production to a service provider in 2015
- ▶ 73% are the senior IRO at their corporations. 34% work for Fortune 500 companies
- ▶ 50% have the title of Sr./Executive VP or VP of IR, another 32% hold the title of Sr. Director or Director of IR

The NIRI Annual Conference offers the ideal opportunity to successfully communicate your company's value to thought leaders. Supported by top-name speakers and capital market leaders, this community engages in the service discovery process in a respectful environment. The Annual Conference provides networking, education, and experience sharing by industry, experience level, and IR discipline, including:

- ▶ Business Insight & Financial Reporting and Analysis
- ▶ Capital Markets & Capital Structure
- ▶ Global IR
- ▶ Marketing and Outreach & Messaging
- ▶ Regulations and Governance
- ▶ IR Strategy and Implementation

SPONSOR AND EXHIBITION BENEFITS

All sponsors and exhibitors receive:

- ▶ Face-to-face contact with more than 1,300 IR professionals from around the globe – all in one place
- ▶ Listing of your company as an official sponsor/exhibitor in Annual Conference promotions
- ▶ A venue to introduce new products and scrutinize your competition; you can keep on top new developments in your space
- ▶ Enhanced marketing opportunities—sponsors and exhibitors receive one advance registration list and one post-conference attendee list
- ▶ Lowest registration pricing for exhibiting vendors

Average number of leads generated, based on 2015 Annual Conference survey

- ▶ 52% of exhibitors received 16+ leads
- ▶ 42% of exhibitors received 21+ leads

BOOTH SELECTION www.niri.org/conference

The booth selection order is based on an organization's total spend on NIRI National events and membership. For the 2016 NIRI Annual Conference booth selection process, the total spend is calculated based on calendar year 2015:

- ▶ Exhibit and table top display fees
- ▶ Sponsorship fees (Annual Conference, education, seminars, webinars, and roundtables)
- ▶ Conference attendance registration fees
- ▶ National membership dues
- ▶ In-kind services, and
- ▶ Publication and website advertising

Organizations will be ranked by their 2015 total spend and then will have the opportunity to select their booth in that order.

The standard booth fee (excludes island booths) includes the 8' high black draped back wall and 4' high side rails. Conference registrations for sponsor/exhibitor personal are required, at an additional fee. Sponsors and Exhibitors are responsible for all related expenses including registration fees, setup, AV, internet, decoration, shipping and/or receiving, transfer, storage, materials handling, catering and facility fees associated with installation of booth(s). Details and ordering information will be sent to each exhibitor after confirmation of booth space.

Annual Conference: Sponsorships

Be Visible – Get Involved – Win Business Your presence at Conference does more than support your brand – it offers the opportunity to guide prospective clients through the product and service discovery process. IR officers and counselors attend NIRI's Annual Conference to learn how they can be more effective. If branding, lead generation, and market visibility are important to your organization, the marketing and sponsorship opportunities available at Conference are exactly what you need.

Sponsorships are limited, so reserve yours today!

SPONSORSHIP OPPORTUNITIES

General Sessions: \$15,000/opportunity

As the sole sponsor, your company will be branded on the agenda and on the walk-in slides used for general session (Monday, Tuesday, or Wednesday mornings).

Thought Leadership Session (6): \$15,000/opportunity

Reinforce your thought leadership with a one-hour education session that will be open to all attendees.

NIRI will provide guidance for the topic in support of the overall Conference agenda. The topic must be non-sales focused and approved by NIRI in advance. Sponsor can provide printed literature in the assigned meeting room.

Service Demonstration Room (6): \$5,000/room

A private room off the exhibit floor will be assigned for use to demonstrate your service/product, or to use as a staff room.

Provided Sunday afternoon through Tuesday afternoon – all related expenses are the responsibility of the sponsor. Limit: one room per sponsor.

Global IR Summit Workshop and Reception: \$10,000

As the exclusive sponsor, demonstrate your hospitality by hosting this premier conference event for global IR programs.

First-Timers Reception: \$5,000

Available to one sponsor, your company will welcome first-time conference attendees who are networking with senior IROs on Sunday evening.

Receptions: \$10,000/opportunity

As the sole sponsor of the Opening or Closing Reception in the Showcase, your brand will appear on the agenda and applicable signage – providing you ultimate visibility to all attendees!

Meal Function Station (6): \$7,000/meal

Sponsor an attendee breakfast or lunch and your company will be branded on the agenda and at the food stations with signage. Your company can also provide branded napkins, cups, and plates for use (as permitted by the facility).

Breakfast – 3 days; Luncheon – 3 days

Afternoon Break (2): \$3,000/break

Choose the Monday or Tuesday afternoon break offered in the exhibit hall—sponsorship will include popular beverages and snacks.

Senior-Titled IRO Lunch: \$8,000

Join your colleagues for lunch and a group discussion for senior practitioners on Monday.

Volunteer Appreciation Dinner: \$5,000

This Saturday evening gala thanks high-profile volunteers, including chapter leaders, NIRI Fellows, and award winners. As the sole sponsor, your company's brand will be represented on the agenda and event signage.

Monday Night Reception (3): \$15,000/opportunity

A great way to spotlight your company – with food and FUN! Your company's branding will be on the agenda and applicable signage, plus there may also be an opportunity to provide branded napkins, cups, and plates (as permitted by the facility).

SPONSORSHIP RIGHT OF FIRST REFUSAL Right of first refusal of a sponsorship is available only if granted in conjunction with a fully executed Sponsor and Exhibit Space Agreement (additional purchase of exhibit booth space is required). Otherwise, sponsorships are awarded on a first-come, first-serve basis and are subject to availability.

SPONSORSHIP OPPORTUNITIES cont.

Website (6): \$5,000

Utilized by attendees to remain informed, the website is the most up-to-date reference for the Showcase, conference agenda, speakers, social media, and handouts. Put your company logo on the Conference website with a hyperlink to your company website. This exciting opportunity will get you in front attendees before, during, and after the Conference.

Program book advertising

Full-page, four-color ads—back cover, inside front or back cover, and general interior placements.

Back cover, full page	\$6,000
Inside Front OR inside back Cover, full page.....	\$5,000
General inside placement, full-page	\$3,500
General inside placement, half-page	\$2,000

Hotel Key Card: \$8,000

One sponsor will have prime placement on the room key card, with the company logo on one side.

**Wall/Column Clings/Banner/Registration Desk
Call to discuss opportunities**

Your brand in key meeting space lobby locations throughout the facility, including the registration and session areas. *Placement at the sole discretion of NIRI and the number of column, wall, window/glass coverage options vary. Production costs are not included in the sponsorship fee.*

Registration Badge Holder: \$10,000

As the sole sponsor, your company’s logo will be on every badge holder. *Badge Holder production is included.*

Registration Tote Bags: \$10,000

A useful bag is one of the most visually striking of all sponsorships! As the sole sponsor, the bag will display your brand for years to come, plus includes one insert placed in the tote bag. *Insert must be pre-approved and provided by sponsor. Tote bag production is included.*

Registration Bag Inserts: \$3,000

One promotion item will be inserted into every tote bag. *Item must be pre-approved and provided by sponsor. Production costs are not included in the sponsorship fee.*

Pen or Notepad : \$4,000/opportunity

Attendees will appreciate having a pad or pen to take notes with – the sponsor provided pen or notepad will be placed in meeting rooms and sessions. *Placement at the sole discretion of NIRI. Production costs are not included in the sponsorship fee – sponsor to provide items for distribution based upon NIRI’s quantity recommendation.*

Yoga: \$2,000

What better way to help attendees prepare for the day by sponsoring a yoga session!

Fun Run: \$4,000

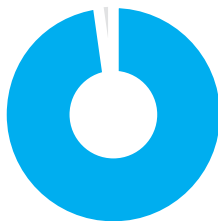
Another activity to help attendees prepare for the day with a fun run through the local streets of downtown! *Rain or shine!*

Golf – Call to discuss opportunities

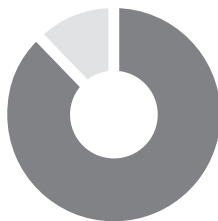
NIRI will again host its popular Golf Classic on Sunday morning at a local golf course. Sponsorship opportunities range from the title sponsor to door prizes, gift donations and specific items (golf hole, beverage cart, breakfast, etc.).

Please contact the Professional Development team at prodev@niri.org to discuss your sponsorship idea!

What attendees are saying about the NIRI Annual Conference:



98% would recommend the Annual Conference to a well-respected peer



88% are satisfied with the IR Services Showcase



52% of attendees have been in the IR professional longer than 6 years.

*“The Showcase was a **great opportunity** to learn about products/services and also to have fun and network.”*

*“Made great contacts to further **enhance** my work in IR. Great!”*

*“Good opportunity to meet with vendors [from a] **significant representation** across providers.”*

Sponsor and Exhibit Space Agreement

An Agreement between the National Investor Relations Institute (“NIRI”) and (“Sponsor/Exhibitor”) agree to the following terms for the 2016 NIRI Annual Conference (“Event”).

COMPANY NAME (Sponsor/Exhibitor)

MAIN CONTACT NAME

ADDRESS

PHONE

FAX

COMPANY WEBSITE

MAIN CONTACT E-MAIL ADDRESS

Main Contact will receive all related communication and will then distribute accordingly to all company representatives registered for the Annual Conference.

Pricing

- **Island Booths (20’x20’):** \$18,000
- **Peninsula Booth (10’x20’):** \$9,000
- **Standard Booths (per 10’x10’):**
 - End Cap: \$4,500
 - Inline: \$4,250
 - Perimeter (of the exhibit hall): \$4,000

Booth Selection

Booths are based upon 10x10 spaces and are combined upon request to create larger booths:

BOOTH SIZE AND TYPE REQUESTED: _____

BOOTH PREFERENCES:

#1 #2 #3

Sponsorship(s) preferred:

#1

#2

#3

TOTAL INVESTMENT: \$ _____
(amount to be completed by NIRI upon acceptance by Sponsor/Exhibitor)

Exhibitor will receive an assigned booth space and be responsible for all related expenses such as registration fees, setup, AV, decoration, shipping and/or receiving, transfer, storage, materials handling, catering and facility fees associated with installation of booth(s).

Payment Terms

All applications for exhibit space must be accompanied by full payment. Space will not be assigned until full payment is received.

- CHECK (Please make all checks payable to the National Investor Relations Institute)
- VISA MASTERCARD AMERICAN EXPRESS DISCOVER

NAME OF CARDHOLDER

CARD NUMBER

EXP DATE

CARDHOLDER SIGNATURE

Cancellation (See Rules & Regulations for full details)

All cancellations must be submitted in writing and the date the cancellation notice is received by NIRI will determine the applicable refund amount:

- **Before March 1, 2016:** contracted booth fees, less 20% of total cost
- **March 1 – 31, 2016:** contracted booth fees, less 50% of total cost
- **After March 31, 2016:** no refunds

ACCEPTANCE: This contract constitutes the entire Agreement and understanding between the parties relating to the subject matter of the Contract. The terms of this Agreement are set forth and may be changed only by a written agreement signed by all parties to this contract. NIRI reserves the right to amend or change any of the rules and regulations, and communicate by posting these to the NIRI Annual Conference website. Exhibitors not complying with these Rules and Regulations will be asked to change or remove their booth and may be asked to leave the event.

As an exhibitor at the NIRI Annual Conference, on behalf of my company, we agree to all provisions of this contract and to abide by the established Exhibit Rules and Regulations, which regulations are considered to be a part of this Agreement between the Sponsor/Exhibitor and NIRI.

SIGNATURE

COMPANY REPRESENTATIVE NAME (PRINT)

Read, accepted and approved by sponsor/exhibitor (authorized signature)

TITLE

DATE

NIRI REPRESENTATIVE NAME

TITLE

DATE

Complete and return this agreement:
prodev@niri.org or Fax (703) 562-7701

EXHIBIT RULES AND REGULATIONS

The purpose of sponsorships and exhibits in conjunction with the NIRI Annual Conference is to offer NIRI members and other registrants the opportunity to meet with service providers and to examine in one convenient location state-of-the-art equipment, software, and other information tools available to the field of investor relations and corporate governance.

Eligibility

NIRI has the sole right to determine the eligibility of any company or product for inclusion in the Exposition.

Agreement to Rules

Sponsor/Exhibitor, for his/herself or itself, its personnel, employees, agents or representatives, agrees to abide by the foregoing rules and those provided and contained in the Exhibitors Manual, and by any amendments and additional rules that may be put into effect by NIRI.

Use of Space

A booth is defined as an official space on the tradeshow floor that is purchased by a company and provides an avenue for an exhibiting company to display their wares for the allotted period of time. Sponsor/Exhibitor will receive an assigned booth space and be responsible for all related expenses such as registration fees, setup, AV, internet, decoration, shipping and/or receiving, transfer, storage, materials handling, catering and facility fees associated with installation of booth(s). Details and ordering information will be provided after confirmation of booth space. There is no restriction on the number of booths exhibitors (parent companies and their subsidiaries) may purchase, provided there is capacity within the Showcase. Booths must be contiguous. Displays and demonstrations are limited to the confines of an exhibitor's own booth, as is the distribution of literature or other items. Any sales literature found in concurrent breakout rooms or other places outside of the exhibit area without consent from NIRI will be confiscated and destroyed. Also, no live animals are permitted.

Relocation and Floor Plan Revisions

NIRI retains the exclusive right to revise the exhibition hall floor plan and/or move assigned exhibitors as necessary.

Display

NIRI follows the Guidelines for Display Rules and Regulations established by the International Association of Exhibits and Events which promote continuity and consistency among North American exhibitions. All exhibit display construction design must conform so as to enable use of the space without detriment to neighboring exhibitors or the Exposition. **THIS WILL BE STRICTLY ENFORCED AND EXHIBITOR WILL BE FORCED TO CHANGE BOOTH SETUP AND NIRI SHALL HAVE FULL AUTHORITY FOR APPROVAL OR ARRANGEMENT AND APPEARANCE OF ITEMS DISPLAYED.** NIRI, at its discretion, require replacement, rearrangement, or re-decoration of any item or any booth, and no liability shall attach to NIRI for the costs that may evolve upon exhibitor thereby. Exhibitors with special backgrounds or side dividers must make certain that such material is furnished in such a manner as to not be unsightly to exhibitors in adjoining booths. If such surfaces remain unfinished at twelve noon of the day of the scheduled opening of the show, NIRI shall authorize the official decorator to affect the necessary finish and the exhibitor must pay all charges involved thereby. To allow for proper site lines, no display can be greater than the allowed dimension areas of the booth, unless as part of a premium related to an Island booth, or in any other way obstruct the view of the other exhibit booths.

Canopies and Ceilings

Canopies, false ceilings, and umbrellas may be acceptable for appropriate exhibit configuration of which they are a part, and only if permitted by the facility and if submitted to NIRI for review/approval at least 60 days prior to the conference.

Hanging Signs

If adequate rigging points are available directly above the assigned booth space, hanging signs and graphics are permitted in all standard island booths, to a maximum height of sixteen feet. This distance is measured from the floor to the top of the sign. Whether suspended from above or supported from below, signs must comply with all ordinary use-of-space requirements and plans for hanging signs must be submitted to NIRI for review/approval at least 60 days prior to the conference.

Obstruction of Aisles or Booths

Any demonstration or activity that results in excessive obstruction of aisles or prevents ready access to nearby exhibitor's booth shall be suspended for any periods specified by NIRI.

Subleasing

Exhibitor may not sublet assigned exhibit space, nor any part thereof, nor exhibit, offer for sale, or advertise articles not manufactured or sold by the exhibiting company, except where such articles are necessary for proper demonstration or operation of the exhibitor's display, in which case identification shall be limited to the manufacturer's normal regular nameplate. Exhibitor may not permit non-exhibiting company representatives to operate from the assigned exhibit space. Rulings of NIRI shall, in all instances, be final with regard to use of exhibit space.

Electrical Safety

All wiring on booths or display fixtures must meet underwriters' rules and standard fire department inspection. This applies to booth construction only and not to pre-wired radio and electronic equipment.

Union Labor

Sponsor/Exhibitor shall employ only union labor, as made available by official contractors in the setting up and dismantling of the exhibits and in the operations when required by union agreements. Exhibitors planning to build special displays should employ union display companies in their fabrication, carpentry, and electrical work.

Installing, Exhibiting, Storage and Dismantling

Hours and dates for installing, exhibiting, and dismantling shall be those specified by NIRI. Exhibitors must complete setup of their booth within the set up hours. If setup is not completed by the designated time and NIRI receives no communication from the exhibitor, the booth may be resold or reassigned without refund. Tear down cannot occur during showcase hours or before 6:30 pm (PDT) on Tuesday evening. Fire regulations in most exhibit facilities prohibit storing product, literature, empty packing containers or packing materials behind back drapes or under tables. However, exhibitors may store a limited supply of literature or product appropriately within the booth area, so long as these items do not impede access to utility services, create a safety problem or look unsightly. Exhibitors shall be liable for all storage and handling charges resulting from failure to remove exhibit material from the Exposition before the specified conclusion of the dismantling period set by NIRI.

Damage to Property

Sponsor/Exhibitor is liable for any damage caused by Sponsor/Exhibitor, Sponsor/Exhibitor's agents, employees or representatives to building floors, walls, or columns, or to standard booth equipment, or to other exhibitor's property. Sponsor/Exhibitor may not apply paint, lacquer, adhesive or other coatings to building columns, floors or walls, or to standard booth equipment.

Floor Loading

Under no circumstances may the weight of any equipment or exhibit material exceed the specified floor load limit of the exhibit hall/ballroom. Sponsor/Exhibitor accepts full and sole responsibility for injury or damage to property or persons resulting from failure, knowingly or otherwise, to distribute the exhibit material and products in conformity with the maximum floor load specifications.

Local Laws

All exhibits must comply with local laws, fire ordinances and union regulations. This also includes local laws and hotel regulations related to appropriate behavior and the consumption of alcohol.

Alcoholic Beverages

The dispensing, distribution or use of alcoholic beverages in the Exposition hall is prohibited without the express prior approval of NIRI.

Flammable Materials

No flammable fluids or materials of any nature, including decorative materials, use of which is prohibited by national, state, or city fire regulations may be used in any booth.

Giveaways and Sales Literature

Exhibitors/Sponsors who agree to sponsor an event or provide an official conference giveaway must be made available to all registrants and be distributed from within the confines of the exhibit space or space defined in a sponsorship agreement, and must be appropriate for distribution at a professional, educational conference. Unless defined in a sponsorship agreement, distribution of materials in session rooms, public areas and food and beverage tables is strictly prohibited. All materials distributed in unauthorized locations will be destroyed.

Raffles and Contests

The operation of games of chance or lottery devices, or the actual or simulated pursuit of any recreational past time, must be in conformance with US Federal Trade Commission regulations. Further, all contests must be cleared with NIRI staff at least 30 days prior to the conference.

Noise and Odors

Noisy or obstructive work will not be permitted during open hours of the Exposition, nor will noisily operating displays, nor exhibits producing objectionable odors. NIRI shall have sole discretion in determining what is noisy, obstructive or objectionable.

Music

Any exhibitor using music must ensure that licensing fees have been paid to the appropriate agency, i.e., ASCAP or BMI. NIRI is not responsible for any licensing fees for music played in exhibitor's booth.

Attendance

Admission policies shall remain, at all times, the prerogative of NIRI and may be revised or amended to suit unforeseen conditions.

Exhibit Staff Registration

There are no complimentary registrations associated with exhibit booths unless negotiated via Sponsor and Exhibit Contract. All exhibit staff must be registered and paid prior to the opening of the Showcase – **there are no complimentary conference registrations included with a booth.** The exhibitor registration is offered at a reduced rate and applies only to exhibitor personnel engaged in the display, demonstration, application or sales of the company's product or services. This conference registration entitles each registrant to full conference privileges including lunches, attending educational sessions and receptions. Full payment is due at the time of registration. Booth personnel shall wear "exhibitor" badge identification furnished by NIRI at all times while they are in the exhibit area. NIRI reserves the right to restrict or limit the number of booth representatives. All exhibits must have personnel present during show hours.

Exhibitor Representative's Responsibility

Neither the conference/exhibition sponsor, nor its show management company or other agents or representatives, or their shareholders, officers, directors, employees or contractors shall be responsible for any injury, loss, or damage that may occur to exhibitor or to exhibitor's agents, employees, affiliated personnel, officers, directors, shareholders, contractors or representatives or any of their property, businesses, or other activities from any cause whatsoever, prior to, during or subsequent to the conference or exposition event. By signing this Agreement, exhibitor expressly and voluntarily and knowingly assumes all such risk and expressly agrees, and hereby does, indemnify, defend and hold harmless the conference/exhibition sponsor, its show management company and other agents and representatives, and their shareholders, officers, directors, employees and contractors, from and against all claims and liabilities arising out of, or in any way related to, the acts or negligence of exhibitor, exhibitor's agents, employees or representatives.

Limitation of Liability

Sponsor/Exhibitor agrees to make no claim for any reason whatsoever against NIRI, its employees, agents, or representatives for loss, theft, damage, or destruction of goods; nor for any injury, including death, to himself, employees, agents or representatives; nor for any damage of any nature, including damage to his business for failure to provide exhibit space; nor for failure to hold the Exposition as scheduled; nor for any action or omission of NIRI. The exhibitor is solely responsible for his own exhibition material and products, and should insure exhibit and products from loss or damage from any cause whatsoever. It is understood all property of an exhibitor is in his care, custody, and control in transit to, or from, or within the confines of the exhibit hall. NIRI shall bear no responsibility for the safety of the exhibitor, its personnel, employees, agents or representatives or personal property.

Exhibitor Insurance

Sponsor/Exhibitor shall, at its sole cost and expense, procure and maintain through the term of this contract, comprehensive general liability insurance against claims for bodily injury or death and property damage occurring in or upon or resulting from the premises leased. Such insurance shall include contractual liability and product liability coverage, with combined single limits of liability of not less than minimum \$1,000,000 per occurrence/\$2,000,000 aggregate coverage. Such insurance shall name NIRI, the Facility, and the Official Decorator as an additional insured. During the term hereof, the exhibitor shall maintain Workers' Compensation and Occupational Disease insurance in full compliance with all federal and state laws, covering all of exhibitor's employees engaged in the performance of any work for exhibitor. All property of the exhibitor is understood to remain under its custody and control in transit to and from the confines of the hall. Proof of such insurance, including a Certificate of Insurance, shall be provided to NIRI as soon as practical but in no event more than three (3) calendar days after request, time being of the essence. Failure to remit such proof shall be a material breach of this agreement.

Payment Terms

All applications for exhibit space must be accompanied by full payment. Exhibit space will not be assigned until full payment is received. NIRI accepts checks, American Express, VISA, MasterCard and Discover. Please make all checks payable to the National Investor Relations Institute (NIRI). Failure to provide payment may result in the following:

1. Exhibit space will not be assigned until full payment is received
2. The booth may be reassigned, at NIRI's sole discretion
3. Pre- and post-event registration lists will be withheld until payment is received
4. Exhibitor will not be able to set up their booth and booth freight will not be delivered to the booth
5. Exhibit staff will not be provided badges to attend the exhibit area or the conference

Competing Events (Ancillary Functions)

Any conference exhibitor or sponsor event taking place during the Annual Conference (whether at the hotel or off-property) needs to be approved, at least 60 days prior to the conference, by the NIRI Professional Development staff (prodev@niri.org). Attendees, sponsors, exhibitors, vendors and services providers may not sponsor private functions during published conference educational programs or evening receptions. Irrespective of sponsor or exhibitor status (whether the vendor or service provider is a sponsor or exhibitor), NIRI reserves the right to restrict private functions to times that do not conflict with the official conference program or officially sponsored evening functions. See the Annual Conference program for the dates and times for sports functions, general sessions, concurrent breakout sessions, food and beverage functions and evening receptions. Further, selling and distributing literature or other items at another company's sales event is not permitted.

Occupancy Default

Any Sponsor/Exhibitor failing to occupy space contracted for shall not be relieved of the obligation of paying the full rental charge of such space. If not occupied by the time set for completion of the installation of the displays, such space shall be taken by NIRI, and re-allocated or reassigned for such purposes or use NIRI may see fit.

Cancellation or Change of Exposition

In the event that the premises in which the Exposition is conducted should become unfit for occupancy or substantially interfered with by reason of any cause or causes not reasonably within the control of NIRI or its agents, the Exposition may be canceled or moved to another appropriate location, at the sole discretion of NIRI. NIRI shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of NIRI. Causes for such action beyond the control of NIRI shall include, but are not limited to: fire, casualty, flood, epidemic, earthquake, explosion, accident, blockage, embargo, inclement weather, governmental restraints, act of a public enemy, riot or civil disturbance, impairment or lack of adequate transportation, inability to secure sufficient labor, technical or other personnel, labor union disputes, loss of lease or other termination by the facility, municipal, state or federal laws, or act of God. Should NIRI terminate this agreement pursuant to the provisions of this section, the exhibitor waives claims for damage arising therefrom. Refunds of "Paid Exhibit Space Fees" in the event of event termination or cancellation shall be made to exhibitors at the sole discretion of NIRI and in any case, will not exceed the amount of each exhibitor's paid exhibit space fee less any pro rata adjustments based on non-reimbursable direct and/or indirect event costs or financial obligations incurred by NIRI through the date of exhibitors' notification of event termination or cancellation or through the completion of event termination or cancellation processes, whichever is later.

Cancellation by Exhibitor

In the event of cancellation by an exhibitor, NIRI shall determine an assessment covering the reassignment of space, prior services performed, and other damages related to cancellation. All cancellations must be submitted in writing and the date the cancellation notice is received by NIRI will determine the applicable refund amount:

- **Before March 1:** contracted booth fees, less 20% of total cost
- **March 1 – 31:** contracted booth fees, less 50% of total cost
- **After March 31:** no refund

In the event of either a full or partial cancellation of space by an exhibitor, NIRI reserves the right to reassign canceled booth space and the subsequent reassignment of canceled space does not relieve the canceling exhibitor of the obligation to pay the cancellation assessment. Appropriate payment must be received within 15 days of cancellation.

Waiver of Rights

Any rights of NIRI under this contract shall not be deemed waived in any manner except as specifically waived in writing and signed by an authorized officer of NIRI.

Amendment and Addition Rules

As an exhibitor at the NIRI Annual Conference, you and your company have agreed to abide by the established Exhibit Rules and Regulations. NIRI reserves the right to amend or change any of the rules and regulations, and communicate by posting these to the NIRI Annual Conference website. Exhibitors not complying with these Rules and Regulations will be asked to change or remove their booth and may be asked to leave the event. Any matters not specifically covered by the preceding rules shall be subject solely to the decision of NIRI. NIRI may, at any time, amend or add further rules to these rules, and all amendments made shall be binding on exhibitor equally with the foregoing rules and regulations.

Oversight

An exhibition jury, composed of NIRI Professional Development staff and the Annual Conference Committee, will serve as the oversight body. They may be called upon to review exhibition and sponsorship applications to ensure they meet the educational goals of NIRI and exhibit/sponsorship guidelines. They may preview the exhibits before the Showcase opening or monitor during the Showcase to ensure compliance. On-site modification to exhibits, including display exhibit materials, may be requested (all related expenses will be the exhibitor's responsibility). Failure to comply with the request may result in the immediate forfeiture and dismantling of booth space.