

2021 TERMS AND CONDITIONS

These Terms and Conditions/Rules and Regulations ("Terms and Conditions"), as well as in any additional MINExpo INTERNATIONAL event materials and or amendments thereto that may hereafter be established by the National Mining Association ("NMA"), are integral to and fully incorporated by reference into and form essential terms and conditions of the *Application and Contract for Exhibit Space*. Upon acceptance of the *Application and Contract for Exhibit Space* ("Application and Contract for Exhibit Space" or "Agreement"), the Exhibitor, its employees and agents, agree to abide by and shall be bound by the *Terms and Conditions* set forth herein, the *Overview Floor Plan and Exhibit Construction Guidelines*, the *Building Users Manual*, the *Exhibitor Guide & Services Manual* and by such amendments or additional rules that may be established by NMA. The term "NMA" as used in this document refers to the National Mining Association and MINExpo INTERNATIONAL® 2021 ("MINExpo®", "MINExpo® 2021", "Event"). The terms "Show Management" and "Management," refer to NMA and Hall-Erickson, Inc. The terms "Official Contractors" refer to all official service contractors. The term "General Contractor" refers to the official general contractor. The term "LVCC" refers to the Las Vegas Convention Center. "Exposition" or "Exhibition Area/s" means that portion of the LVCC, including all exhibition halls and or meeting rooms, parking lots or other function space within the LVCC facilities used for the tradeshow/exhibition portions of MINExpo INTERNATIONAL® 2021. "Exhibitor", "you," or "your" means the applicant identified in the Application and Contract for Exhibit Space and its officers, directors, employees, contractors or subcontractors, agents, representatives, successors and assigns. "Exhibit Space" means that portion of the Exhibition Areas within the LVCC facilities that Exhibitor uses for its display/exhibit/booth/stand for Event related activities hosted by Exhibitor and /or for other similar purposes. "Exhibit" collectively means any and all of Exhibitor's materials, goods, products, wares, supplies or equipment contained, displayed, showcased or otherwise used within Exhibitor's Exhibit Space. All Exhibitors are subject to these Terms and Conditions and should review them thoroughly before signing and sending their *Application and Contract for Exhibit Space*.

EXHIBITOR ELIGIBILITY

- a. **General Eligibility** — Participation as an Exhibitor in MINExpo 2021 is limited to manufacturers of mining machinery, equipment and supplies, and to other firms and organizations that provide essential services to the mining industry. Show Management has the sole right to determine the eligibility of any company or product for inclusion in the Event. Show Management reserves the right to reject, eject or prohibit any Exhibit in whole or in part, or Exhibitor or his/ her representatives from the Event, with or without giving cause. If cause is not given, liability shall not exceed the return to Exhibitor, of the amount of rental unearned at the time of ejection. If an Exhibit or Exhibitor is ejected for violation of these rules or for other stated reasons, no refund shall be made and Exhibitor will forfeit any monies paid to participate or exhibit in the Event.
 - b. **Remanufactured Equipment** — Remanufactured equipment and components may be exhibited by the Original Equipment Manufacturer (OEM) of that product or products for the purpose of showing the role of re-manufacturing in the OEM's business. Any company other than the OEM who offers re-manufacturing services may exhibit with a promotional display highlighting said services.
 - c. **Distributor/Dealer Participation** — Display or advertising material may carry the distributor's or dealer's name different from the manufacturer's trade name. Only one manufacturer's product may be shown for each 100 square feet (9.29 square meters) of Exhibit Space occupied. Only the manufacturer's name will be listed in the Exhibition Directory. A distributor or dealer who handles a manufacturer's products on an exclusive basis in the United States will be permitted to exhibit under their own name. All directory listing names will appear as shown on the *Application and Contract for Exhibit Space*. Dealers or distributors wanting to exhibit must provide a letter from the original equipment manufacturer (OEM) granting permission for the dealer/distributor to exhibit under their own name regardless if the OEM is exhibiting or not.
1. **ACCESS TO EXHIBIT SPACE** — During the Event, Exhibitor personnel will have access to their Exhibit Space two (2) hours before the official Exhibition hours each morning and one (1) hour after Exposition closing. In the event that special cleaning or maintenance requires Exhibitor personnel to enter the Exhibition area prior to these times, a special early entry pass must be secured from Show Management 24 hours in advance.
 2. **ADA PROVISIONS** — Exhibitor represents and warrants that its Exhibit Space will be accessible to the full extent required by law; that its Exhibit will comply with the Americans with Disabilities Act (ADA) and with any regulations implemented by that Act; and, that it shall indemnify, defend and hold NMA, Show Management, the LVCC, the General Contractor and all Official Contractors harmless from and against any and all claims and expenses, including reasonable attorney's fees and litigation expenses, that may be incurred by or asserted against NMA, Show Management, the LVCC, the General Contractor and all Official Contractors and their respective officers, directors, agents or employees, on the basis of the Exhibitor's breach of this paragraph or noncompliance with any of the provisions of the ADA. Information regarding ADA compliance is available from the U.S. Department of Justice ADA Information Line at 800.514.0301, and from the ADA web site at: www.ada.gov.
 3. **ANCILLARY ACTIVITY** — Exhibitors are prohibited from conducting any off-site sales or promotional activities that would take visitors away from the LVCC during published Event hours. Exhibitors may use meeting rooms at the LVCC for sales meetings, food functions, closed Press Conferences or promotional activities or other events (collectively "functions") upon Show Management's prior written approval. Meeting rooms cannot be used as hospitality suites for attendees during posted Exhibition hours. Written approval for the functions and reservations for meeting rooms must be obtained through NMA. MINExpo 2021 has an anti-suitcasing and outboarding policy prohibiting Exhibitors and non-exhibiting companies from soliciting attendees in the aisles or other public spaces of the LVCC and/or supporting any event or function within the LVCC and at MINExpo host hotels that is hosted by a non-exhibiting company. (Please report this activity to the MINExpo Show Management Office immediately). Exhibitors in violation of the abovementioned policies will be subject to penalties that include closure of their Exhibit space at MINExpo 2021 without refund and/or loss of Exhibit Space selection priority points for MINExpo 2024. Non-exhibiting companies in violation of suitcasing and outboarding policies will have their badges confiscated for the balance of MINExpo 2021, without refund of any monies paid, and will not be allowed to attend the Event for two (2) future MINExpo INTERNATIONALS from the year of the infraction unless their company becomes an Exhibitor.
 4. **APPLICATION FOR EXHIBIT SPACE** — Exhibitor's *Application and Contract for Exhibit Space* should be submitted promptly and must be signed by an authorized representation of Exhibitor and accompanied by the required deposit for such Exhibit Space, as outlined in Section VII of the *Application and Contract for Exhibit Space*. The deposit must be for the net price of the total square footage of Exhibit Space which you are applying for, payable in US dollars to "National Mining Association." Applications will be assigned on an "exhibit space available" basis. Applications received after April 30, 2021, must be accompanied by a check for the full price of the Exhibit Space or be paid in full by credit card. Any applications received after July 19, 2021, must be accompanied by a certified check for the full price of the Exhibit Space or be paid in full by credit card. The company name that appears on the Application and Contract for Exhibit Space will be the name used in any printed or online promotions including but not limited to the printed directory, online directory, floor plans, badges, etc. Brand names may not be included in the company name. Show Management makes no representations or warranties, express or implied, to Exhibitor regarding the condition of the LVCC or the success of Exhibitor's efforts in participating in the Event, or for which the Exhibit Space will be used, or to the number of Event attendees, or the demographic nature of such attendees.
 5. **AUTHORITY** — NMA shall have the right, and authority to adopt and enforce all Event attendance rules and regulations with respect to the kind, nature and eligibility of Exhibitors adopted by it or set forth herein. NMA has appointed Show Management to act as its duly authorized agent and to enforce all Terms and Conditions stated herein or and any terms and conditions set forth in the Agreement. NMA's decisions on such matters as may be referred to it shall be final.
 6. **BADGES AND EXHIBIT PERSONNEL** — Admission will be by badge only. Identification badges are not transferable. Exhibitor shall have an authorized representative present at the Exhibition area throughout all Exhibition periods and during the installation and dismantling of your Exhibit.
 7. **BOOTH PACKAGES INCLUDE** — 1) Exhibit crate removal, storage and return to the exhibition areas; 2) general cleaning of all Exhibits including the vacuuming of carpet, emptying of wastebaskets before the opening of each Exhibition day; 3) a link and description in the online exhibitor directory and mobile app; 4) listings by company, product(s), booth number and a product listing in the printed official conference and exhibits directory; 5) complimentary pre-show list; 6) complimentary post-show list; 7) four (4) complimentary Exhibitor staff registrations per 100 square feet of Exhibit Space; 8) access to complimentary email templates; and 9) complimentary multi-language informational pieces.
 8. **CANCELLATION POLICY** — All cancellations must be submitted to Show Management in writing by giving notice via email to Show Management at minexpo@heixpo.com. The initial deposit (equal to not less than twenty-five percent (25%) of the Exhibitor's Exhibit Space fee) is nonrefundable under any circumstances. Companies canceling after their Exhibit Space has been assigned will receive a refund of the amount paid in excess of the initial deposit (25%) of the Exhibit Space fee, provided written notice is postmarked on or before April 30, 2021. No refunds will be made on cancellations submitted after April 30, 2021.
 9. **CARE OF THE BUILDING** — Exhibitor is liable for any damage caused by Exhibitor to the LVCC and surrounding grounds caused during the Event, including without limitation during the pre-assembly, staging of equipment, moving in, operation of, moving out of their Exhibit, Exhibition hours, and the dismantling and movement off of the LVCC property. The Exhibitor shall be responsible for any claims, losses, liabilities, damages and expenses relating thereto, and the Exhibitor agrees to protect, indemnify, hold harmless and defend MINExpo INTERNATIONAL® 2021 and NMA, Hall-Erickson, Inc., LVCC, and the General and Official Contractors and their respective directors, officers, employees, agents, representatives and successors against all such claims, losses, liabilities, damages and costs and expenses, including reasonable attorney's fees and costs of litigation. Painting of the floor in Exhibition areas is not permitted. No coverings, banners, signage or other materials shall be attached or fastened to the floor or walls of the Exhibition Areas in any manner whatsoever without the prior written consent of Show Management. Drilling holes in the floor or walls of the exhibition areas to anchor machinery is not permitted. Any damages to the Exhibition Areas and other facilities within the LVCC and or surrounding grounds of the LVCC will be billed to the Exhibitor responsible.
 10. **CHILDREN** — No child, 17 years or younger, will be permitted on the Exhibition Areas regardless of affiliation or circumstances. School-sponsored groups that have the prior written consent of NMA are excluded.
 11. **CONTESTS, PROMOTIONS, RAFFLES, MODELS, SOUVENIRS, ETC.** — Prize contests, drawings, the giving of souvenirs and other promotional items are subject to the control and approval of Show Management. Exhibitors should submit full details on any intended activity of this kind to Show Management by June 17, 2021. Uniformed attendants, models and other employees must be dressed in good taste and remain in Exhibit Space occupied by their employers. For additional information please refer to the *Exhibitor Guide & Services Manual*. For raffle/gaming inquiries, please contact the Nevada State Gaming Control Board at 702.486.2020.
 12. **DEFAULT IN PAYMENT OF RENTAL** — Any Exhibitor failing to pay the Exhibit Space rental fee called for by this Agreement on or before the due date for such Exhibit Space rental fee shall be deemed to be in default. In such event, and without further notice to Exhibitor, Exhibitor shall lose all rights to its assigned Exhibit Space and to participant in the Event and Show Management shall have the right to use the Exhibit Space assigned to the Exhibitor to suit its own convenience, including reassigning and or selling all or a portion of such Exhibit Space to other exhibitor(s).
 13. **DISPLAY REGULATIONS** — Regulations relating to display materials, height limitations, copy, logos, etc. are included in the *Application and Contract for Exhibit Space*. Exhibitor and its employees and agents shall be bound by the *Terms and Conditions* set forth herein, the *Overview Floor Plan and Exhibit Construction Guidelines*, the *Building Users Manual*, the *Exhibitor Guide & Services Manual* and by such amendments or additional rules that may be established by NMA, all of which are incorporated by reference as part of the MINExpo *Application and Contract for Exhibit Space*.
 14. **EQUIPMENT SAFETY** — Exhibitor agrees to accept full responsibility for compliance with national, state, city, LVCC and Occupational Safety and Health Administration regulations in the provision and maintenance of adequate safety devices and conditions for the operation of machinery and equipment, and shall remain solely liable for its failure to comply with such regulations or any violations thereof. Equipment displayed in a raised position must be securely locked in position to prevent accidental lowering.
 15. **EXHIBITOR APPOINTED CONTRACTORS (EAC)** — Exhibitor is required to comply with the General Contractor's union requirements in effect in the LVCC. In the interest of the exhibitors, NMA has selected certain firms as official contractors for such services as drayage and rigging, painting, assembly of machinery, electrical, plumbing, custom cleaning, internet and telephone services, catering, rental of furniture and booth equipment, decorations and signs. All service contractors selected by NMA must employ appropriate union personnel. Exhibitor is required to use the officially appointed contractors for drayage and rigging, overhead sign hanging, labor and rental of mechanical equipment, painting, electrical, plumbing, internet and telephone services, custom cleaning and food catering. Exhibitor may use contractors other than those appointed by NMA for services other than those listed above, provided that such Exhibitor Appointed Contractors (EACs) comply with the work rules and guidelines in effect in the LVCC and provide a certificate of insurance to Show Management. Coverage amounts and sample certificates will be provided in the *Exhibitor Guide & Services Manual*. EAC's must be authorized through the Exhibit Service Contractors Association (ESCA) to work in the LVCC and pay applicable LVCC EAC fees. For more details, visit the following web site: www.esca.org. Exhibitor must advise Show Management by June 24, 2021, of their intent to use an EAC. Exhibitors who do not provide a certificate of insurance from their EAC to Show Management by July 22, 2021, are bound to use the services of the General Contractor. Any contractor not approved in writing by Show Management will not be allowed to enter or operate within the LVCC. Approval forms, insurance coverage amounts, and sample certificates will be provided in the *Exhibitor Guide & Services Manual*.
 16. **EXHIBITOR DATA** — As part of the application process, Exhibitor is required to provide certain corporate and personal information, including name, address, telephone and fax numbers, and work email address of points of contact. By submitting the Exhibit Space Application & Contract, the Exhibitor acknowledges and agrees that NMA requires this data to set up and perform our contract with exhibitors, which includes providing exhibitors with show updates and logistical details, as well as providing this data to vendors providing services for the show (e.g. badges, directory listings), a schedule of which is available on our website, <https://www.minexpo.com/vendors>.

17. SHOW RELATED COMMERCIAL MESSAGES: To the extent Exhibitor provides any information to Show Management, including contact information and other personal information of its officers, directors, employees, agents, and representatives participating in the Event, the Exhibitor grants to Show Management the right to use or release such information for all lawful Show Management and Event related business purposes, including confirming Exhibitor's Event related information to third parties retained or contracted by Show Management to provide services required or requested for the Event. Furthermore, Exhibitor's officers, directors, employees, agents, and representatives participating in the Event agree to receive email and/or print communications related to the Event, unless each individual specifically selects to opt out of such communications. Please be advised that the information provided to Show Management by Exhibitor, such as the Exhibitor's information regarding name, address, phone numbers, e-mail and web site addresses, number and location of Exhibit Space and names and number of Exhibitor personnel will be treated as public domain information and may be available without limitation on the Event/Exposition's website and/or in materials provided to Event attendees, guests, participants or as otherwise deemed appropriate by Show Management.

18. EXHIBITOR REGISTRATION — Exhibitor personnel staffing a booth at MINEpo are required to register. Each contracted exhibitor will receive four (4) complimentary badges per every 100 square feet (9.29 square meters) of booth space (200 badge maximum). All personnel, in excess of the complimentary allotment, will pay an exhibitor registration fee of US\$25 per person (US\$50 on site). Exhibitor pre-registration will be available on the MINEpo website only. Exhibitor badges will be issued in the name of the contracted exhibitor name only.

19. FABRICATED DISPLAYS — Exhibitor shall be responsible for the safety/engineering issues related to their Exhibit construction and should carefully check to make sure your Exhibit is in full compliance with the Fire & Safety Regulations as published in the *Exhibitor Guide & Services Manual*. Covered exhibits, displays, canopies or multi-level booths must be structurally sound and cannot be installed without Show Management's prior written approval. All island booth exhibitors, multi-level exhibits, exhibitors with covered ceilings exceeding 300 square feet, and single-story exhibits exceeding 1,000 square feet, must submit scale renderings (including all dimensions including height, length, width of back walls, towers, display fixtures, hanging signs, truss and lighting) of their Exhibit Space to Show Management by June 1, 2021. Plans required are:

- Elevation View
- Plan View

MANDATORY SECONDARY APPROVAL — The following Exhibits require secondary approval from the Las Vegas Convention & Visitors' Authority Fire Prevention Office:

- Multi-level exhibits (also require engineer stamp of approval)
- Covered ceilings exceeding 300 square feet
- Single-story exhibits exceeding 1,000 square feet.

Submit plans via email: boothplans@lvcvva.com. Fire extinguishers, fire alarms or fire guards, etc. may be required. If Exhibitor is planning to construct two-level displays or utilize roof-top lounge/viewing areas, Exhibitor must meet LVCC Fire Safety Regulations and provide certification of structural safety of their displays. For additional information about multi-level displays and platform displays, please refer to the "Multi-Level and/or Covered Exhibits" section in the *LVCC Building Users Manual*.

20. FAILURE TO HOLD SHOW — Should any contingency prevent holding MINEpo 2021, NMA may retain such part of the Exhibitor's Exhibit Space rental fees as shall be required to compensate it for expenses incurred up to the time such contingency shall have occurred. All remaining Exhibit Space rental fees shall be refunded. However, Exhibitor will not be reimbursed if MINEpo is canceled, postponed, curtailed or abandoned due to an act of God, war, terrorism, insurrection, strike or radioactive contamination. Furthermore, in acknowledgement and understanding this *Application and Contract for Exhibit Space* at MINEpo INTERNATIONAL® 2021 is being entered into by the parties during the ongoing COVID-19 pandemic, and the Parties agree it may be necessary to take measures to avoid and otherwise limit any potential exposure to infectious or communicable disease pandemics or epidemic such as but not limited to COVID-19 or its variant strains. Therefore, the parties agree that National Mining Association may invoke a Force Majeure declaration as stated in this **Failure to Hold Show** paragraph, above, at any time prior to or during the actual MINEpo INTERNATIONAL® 2021 Dates, and terminate the Agreement without liability to National Mining Association if the COVID-19 pandemic or other epidemic or pandemic is or could reasonably be active or spreading prior to or during the MINEpo INTERNATIONAL® 2021 Dates and National Mining Association reasonably determines, in good faith, that such pandemic or epidemic could adversely affect National Mining Association and/or MINEpo INTERNATIONAL® 2021 participants or either Parties' employees, staff or others, or increase the risk of harm to individuals with underlying health or medical conditions, or contaminate the Las Vegas Convention Center, or otherwise cause material impairment or substantial economic harm to National Mining Association or MINEpo INTERNATIONAL® 2021 participants.

21. FIRE PROTECTION — Exhibitor agrees to abide by all federal, state and local ordinances as published in the Fire & Safety Regulations, found in the *Exhibitor Guide & Services Manual*.

22. FLOOR LOAD — Under no circumstances may the weight of any equipment or Exhibit material exceeds the Exhibition Areas' maximum floor loads. Exhibitor accepts full and sole responsibility or liability for any injury or damage to property or person resulting from failure, knowingly or otherwise, to distribute the load of its Exhibit material in conformity with the maximum floor load specifications. Reference the *Overview Floor Plan and Exhibit Construction Guidelines* for further information.

23. FOOD AND BEVERAGE — Alcoholic beverages, in any form, may not be served in Exhibit Spaces. Exhibitor must arrange all food and beverage service through the official caterer.

24. GOVERNING LAWS — This Agreement shall be governed by and construed in accordance with the laws of the state of Nevada, without regard to its conflict of laws provisions. Any disputes relating to, or arising out of the Agreement or the assignment, use, denial, change, or cancellation of Exhibit Space shall take place in Washington, D.C., USA to the exclusion of all other venues. Exhibitor hereby consents to the jurisdiction of courts and waive any objections to venue therein.

25. HELIUM BALLOONS — Helium balloons larger than 36 inches (91.44 centimeters) in diameter are allowed only when they are anchored to Exhibits or within the Exhibit Space and do not exceed the maximum allowable height permitted for Exhibit Space occupied. Absolutely no helium balloons shall be permitted for giveaway or sale.

26. INSURANCE REQUIREMENTS — NMA requires that each Exhibitor maintain Commercial General Liability Insurance to cover claims including but not limited to bodily injury, death, property damage and the indemnification obligations of the Exhibitor under these *terms and conditions*, arising out of or in any way connected with the exhibitors participation in the Show. The limits shall be no less than one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be endorsed to include MINEpo INTERNATIONAL® 2021, National Mining Association, Hall-Erickson, Inc. and Las Vegas Convention Center as additional insured on a primary and non-contributory basis. Each Exhibitor is also required to carry Workers Compensation Insurance protecting their employees in accordance with the laws of the State of Nevada. Both the General Liability and Workers Compensation policies shall be endorsed to waive subrogation against the above listed additional insureds. Exhibitors are required to carry Auto Liability Insurance with a limit of no less than one million dollars (\$1,000,000) combined single limit. Each Exhibitor acknowledges that it is responsible for obtaining, for its protection and entirely at its own expense, property insurance for its exhibit and display materials as the Exhibitor deems appropriate. Any policy providing such property insurance must contain a waiver of subrogation in favor of MINEpo INTERNATIONAL® 2021, National Mining Association, Hall-Erickson, Inc. and Las Vegas Convention Center. All required insurance must be issued by an insurance company with an AM Best rating of A- or higher and is an "admitted carrier" in the State of Nevada. The required coverage or the limits of insurance no way limit the liability of the Exhibitor. Certificates of Insurance are to

be submitted to Show Management no later than May 17, 2021. For additional information please refer to the *Exhibitor Guide & Services Manual*.

27. INSTALLATION & DISMANTLING — Move-In Procedures: Exhibitor will be assigned a specific target date between September 6, 2021 and September 12, 2021 on which equipment and materials must arrive at LVCC. Compliance with this date is mandatory. Installation must be completed by 3 p.m., Sunday, September 12, 2021 to allow for installation of aisle carpet. Packing materials, empties and any booth related equipment are prohibited in the aisle space after 3 p.m. Exhibitor set-up after 3 p.m. must be confined to the Exhibit Space (i.e. sales training, tweaking equipment). All work involved in the erection and dismantling of Exhibits or the movement of freight in the LVCC is under the jurisdiction of the general contractor. Last-In/First-Out (LIFO): Exhibits near freight doors may be required to delay installation. Exhibitor should consult the floor plan for those Exhibit Spaces designated as "late set-up". Empty Container: Containers must be stored empty. Products or property left inside crates or containers and stored off-site are not the responsibility of National Mining Association, Hall-Erickson, Inc., GES (the general contractor), or the LVCC. **Move-Out Procedures:** Dismantling of any display or packing of materials may not begin until 5 p.m. on Wednesday, September 15, 2021. Exhibitor is obligated to remain in its assigned Exhibit Space, with the Exhibit in full operation until the official closing time. Violations of this rule will be considered unprofessional and detrimental to the Exhibition and may affect Exhibitor's future participation in NMA-sponsored trade shows. All move-out operations for MINEpo must be completed by 5:00 p.m. on Saturday, September 18, 2021. Exhibitor agrees MINEpo and Show Management shall, without incurring any liability for damage or loss, have the right to dismantle and pack any property of Exhibitor if it has failed to do so in the time allotted, or to order such work done at the sole expense of Exhibitor. Exhibitor further agrees that Show Management, at its sole discretion, shall have the right and authority to clear from the LVCC any Exhibit material or other property of Exhibitor for which sufficient shipping arrangements have not been made at the sole expense of Exhibitor.

28. INTELLECTUAL PROPERTY RIGHTS (IPR) — Exhibitor represents and warrants to Show Management that the Exhibitor owns or validly possesses the right to make, use, perform, sell and display any patented products, copyrighted works, trademarks, service marks and trade names (collectively, "Intellectual Property"), as the case may be, used by Exhibitor at or to promote its activities at the Event and all affiliated events. MINEpo 2021 is aware there could be Intellectual Property Rights (IPR) issues among its exhibitors. If Exhibitor experiences IPR issues, MINEpo has developed guidelines for situations that may arise at Event site. These guidelines apply to the protection of trademarks, servicemarks, copyrights and patents. For more information, refer to the Intellectual Property Rights information page in the *MINEpo Exhibitor Guide & Services Manual*. Violations of Clark County, Nevada court orders may result in one or all of the following actions: closure of your Exhibit Space and removal of your Exhibit; loss of priority points accumulated to date; exclusion from future MINEpo events. For additional information please refer to the *Exhibitor Guide & Services Manual*.

29. LIABILITY & INDEMNIFICATION — NMA, Show Management, the LVCC, the General Contractor, official service contractors, and their respective directors, officers, employees, agents, representatives and successors shall not be liable for, and the Exhibitor hereby releases them from, any claims, liabilities, losses, damages, costs or expenses relating to or arising out of any injury to any personnel of Exhibitor or to any other person or any theft, loss of or damage to any property of Exhibitor or any other property where such injury, theft, loss or damage is incident to, arises out of or is an any way connected with Exhibitor's participation in MINEpo 2021. The Exhibitor shall be responsible for any such injury, theft, loss or damage, any expenses relating thereto. Exhibitor hereby agrees to protect, indemnify, hold harmless and defend MINEpo INTERNATIONAL® 2021, NMA, Show Management, the LVCC, the General Contractor, official service contractors, and their respective directors, officers, employees, agents, representatives and successors against all such claims, liabilities, theft, losses, damages, costs and expenses, including reasonable attorney's fees and costs of litigation which are caused by, arise from or related to Exhibitor's presence at the Event, or use or occupancy of the LVCC or any Event related services, or from any breach by the Exhibitor of any condition of the Agreement, provided that the foregoing shall not apply to injury, loss or damage caused by or resulting from the sole negligence of MINEpo INTERNATIONAL® 2021, NMA, Show Management, the LVCC, the General Contractor, official service contractors, and their respective directors, officers, employees, agents, representatives and successors. In addition to the foregoing, the Exhibitor agrees that it will make no claim of any kind against MINEpo, NMA, Show Management, the LVCC, the General Contractor, official service contractors, and their respective directors, officers, employees, agents, representatives and successors for any injury, loss, cost or damage of any nature or character whatsoever, including, without limiting the foregoing, any claim for damage to the Exhibitor's business by reason of the failure to hold the MINEpo INTERNATIONAL® 2021 or to provide Exhibit Space for any Exhibit or the removal of the Exhibit, or for any action of MINEpo, NMA, Show Management, the LVCC, the General Contractor, official service contractors, and their respective directors, officers, employees, agents, representatives and successors in relation to the Exhibit, the Exhibitor or the Event.

30. LIMITATION OF LIABILITY — Exhibitor acknowledges and understands this Agreement is being entered into by the parties during the ongoing COVID-19 pandemic, and that NMA strongly recommends that each person participating in MINEpo INTERNATIONAL® 2021 carefully evaluate his or her own personal health needs and concerns before registering for and/or attending or participating in MINEpo INTERNATIONAL® 2021 in-person. Exhibitor acknowledges and agrees that as an Exhibitor, you and your staffs' in-person attendance or participation at MINEpo INTERNATIONAL® 2021 in Las Vegas, NV, is completely voluntary and at you and your staffs' sole discretion, and Exhibitor and your staff voluntarily assume any and all risks and hazards associated with attendance or participation at MINEpo INTERNATIONAL® 2021, including without limitation, personal injury, illness, death or otherwise. Further, by attending or participating at MINEpo INTERNATIONAL® 2021 in Las Vegas, NV, Exhibitor, hereby agrees, to the maximum extent permitted by law, to release NMA, show management, the LVCC, the general contractor, official service contractors, and their respective directors, officers, employees, agents, representatives and successors (collectively the "released parties") of any liability, including without limitation any claim or suits for damages, loss or personal injury, including death, related to COVID-19 or its variant strains arising from Exhibitor or your staffs' attendance or participation at MINEpo INTERNATIONAL® 2021, and Exhibitor hereby forever releases and discharges the released parties from any obligations, damages or liabilities of every nature and kind, known or unknown, suspected or unsuspected, past, present, or future, arising from, related or attributable to, or in connection with COVID-19 or its variant strains, which may hereafter arise from Exhibitor or your staffs' attendance or participation at MINEpo INTERNATIONAL® 2021. Further, Exhibitor expressly acknowledges and agrees that the liability and indemnifications terms and conditions set forth herein shall remain in full force and effect in the event any claims or suits for damages, loss or personal injury, including death, related to COVID-19 or its variant strains arising from Exhibitor or your staffs' attendance or participation at MINEpo INTERNATIONAL® 2021. In no event will NMA, show management, the LVCC, the general contractor, official service contractors, and their respective directors, officers, employees, agents, representatives and successors be liable for any consequential, indirect, special, punitive or incidental damages of any nature or for any reason whatsoever whether or not apprised of the possibility of any such lost profits or damages.

31. LITERATURE DISTRIBUTION — Exhibitors must confine exhibit sales and marketing activities to their assigned Exhibit Space. Show Management reserves the right of final approval as to which publications Exhibitors are allowed to exhibit or display within their Exhibit Space.

32. MACHINERY EQUIPMENT — Machinery and equipment may be displayed in a manner comparable to actual industrial utilization but should be positioned so as to minimize interference with the sight line into neighboring exhibits. To ensure the safety of all MINEpo participants, it is recommended that machinery and equipment be positioned 12 inches (30.48 centimeters) from the aisle when displayed in in-line Exhibit Space booths.

33. MOVEMENT OF EXHIBIT MATERIAL — No Exhibit material may be moved into or removed from the Exhibition Areas during the official Exhibition hours except by written permission of Show Management.

- 34. MUSIC LICENSING** — NMA has secured a public performance license with ASCAP, BMI and SESAC.
- 35. NOISE LEVELS (machinery, live music, performances)** — Exhibitors operating mining equipment, sound amplification equipment or other equipment generating noise shall do so only at a level that does not interfere with other Exhibitors. The maximum decibel level for equipment or sound amplification will be 80db measured from the perimeter line of the Exhibit Space. Refer to OSHA at <http://www.osha.gov> for more information. Show Management reserves the right to prohibit Exhibits that detract or are out of keeping with the character of the Exhibition. Live music is prohibited. Live performances to recorded music are prohibited without the prior express written consent of Show Management. A good neighbor rule requires exhibitors with presentations to have Exhibit Spaces large enough to accommodate their attendees within their Exhibit Space lines. Presentations that impede the flow of traffic in an aisle or cause aisles to be blocked by attendees are prohibited. Written warnings will be issued in the event the noise level restrictions are not adhered to and the performance/display will be terminated after the issuance of three (3) warnings (written or verbal), and Exhibitor will be liable for all damages or costs incurred by Show Management, including but not limited to forfeiture of any Exhibit Space rental fee paid.
- 36. NON-EXHIBITING COMPONENT USE** — Exhibitors may not feature the names of non-exhibiting manufacturers in their displays. Should an article of a non-exhibiting manufacturer be required for the proper operation or demonstration of an Exhibitor's Exhibit or display, identification of such article shall be limited to the regular nameplate imprint or other identification of such article that in standard practice appears normally on the article as sold in the industry.
- 37. LIGHT, SOUND, VIDEOS & TV** — USE AND TAPING — Audiovisual presentations and closed-circuit exhibitor-generated materials are permitted within a given exhibit as long as they are not operating to the detriment of a neighboring exhibitor. The use of sound devices such as: bells, alarms, etc. or light devices such as strobe lights, lasers or other devices that project images outside of the booth to attract attention is prohibited. Receiving outside broadcasts from exhibitor sites or content originated by an exhibitor are permitted. All other outside broadcasts are prohibited. Exhibitors may videotape within their contracted booth space but must comply with the MINExpo videotaping policy for exhibitors. For purposes of this policy, "taping" shall include but is not limited to, any and all forms of videotaping, audio or video recording and broadcasting, regardless of the medium. Satellite media tours and "pay for play" agreements between production companies or videography crews and exhibitors are strictly forbidden. Exhibitors agree to videotape for company use only. An Exhibitor Request to Videotape Form must be completed and returned to Show Management.
- 38. PROPERTY LEFT ON PREMISES** — The Exhibitor shall remove from the premises of the LVCC by 5:00 p.m. on Saturday, September 18, 2021, all property, goods and effects belonging to the Exhibitor or co-exhibitor, or caused by the Exhibitor to be brought on said premises. If any such property is not removed at the above-stated time, NMA shall have the right to store or cause to be stored any such property, and the Exhibitor shall be charged for all fees and expenses incurred.
- 39. REDUCTION IN SPACE SIZE** — All requests for reductions in Exhibit Space must be made in writing by giving notice via email to Show Management at minexpo@helexpo.com

REFUND POLICY FOR SPACE REDUCTION:

- Exhibitors who wish to reduce Exhibit Space after signing this Application and after it has been assigned, must provide written notice to Show Management, by April 30, 2021, to receive a refund. Exhibitor will receive a refund for the amount paid, minus 25 percent of the amount paid at the time of contracting under the Original Agreement, for the contracted Exhibit Space which they are reducing.
 - No refunds will be made for Exhibit Space reduction requests submitted to Show Management after April 30, 2021. Any previous contracted Exhibit Cost paid to National Mining Association for the reduced Exhibit Space will be forfeited and retained by National Mining Association as liquidated damages. The reduced (i.e. released) Exhibit Space will be reassigned by Show Management, in its sole discretion, as it deems appropriate.
 - Exhibitors who reduce the size of their display may lose their Exhibit Space assignment under the Original Agreement and be moved at the discretion of Show Management
- 40. SALES AND ORDER-TAKING** — While the taking of orders at the Exhibition is permitted, all order taking activity must be conducted in a manner in keeping with the professional character of the Exhibition. Over the counter retail sales are prohibited. It is prohibited for exhibitors to conduct auctions of their equipment or products during MINExpo.
- 41. SPACE ASSIGNMENT POLICY** — Applications will be assigned on a "space available" basis.
- 42. STANDARD BOOTH EQUIPMENT** — Inline booths include 8 feet (2.43 meters) high back drapes, 8 feet (2.43 meters) high side drapes and a standard ID sign measuring 11 inches x 17 inches (27.94 centimeters x 43.18 centimeters). All other booths are rented "as is."
- 43. SUBLETTING OF SPACE** — Exhibitors shall not assign, sublet or apportion the whole or any part of their assigned space. Any attempted assignment or subletting shall be void and any assigned space will be withheld from the unauthorized assignee or subtenant.
- 44. SUBSIDIARY PARTICIPATION** — Any exhibitor seeking to apportion a part of their exhibit space to a parent and/or one of their subsidiary companies, must contact Show Management. Each subsidiary must have a minimum of 100 square feet (9.29 square meters). If the subsidiary company is an NMA member, the member rate applies for the exhibit space. If the subsidiary is not an NMA member, the non-member rate applies. In either case, a separate contract, booth number and invoice will be issued to the subsidiary company and the company will be included in the official directory of exhibitors.
- 45. UNION LABOR AND WORK AGREEMENTS** — The Exhibitor hereby agrees to abide by all agreements made between the unions, MINExpo, its agents, its Official Contractors, and the LVCC, the General Contractor, pertaining to the use of union labor while in the LVCC.
- 46. VIOLATION OF RULES AND REGULATIONS** — Violation, by the Exhibitor, its employees and/or agents, of this Contract or any rules and regulations, governing the Event, including the *Terms and Conditions* set forth herein, the *Overview Floor Plan and Exhibit Construction Guidelines*, the *Building Users Manual*, the *Exhibitor Guide & Services Manual* and by such amendments or additional rules that may be established by NMA, may result in one or more of the following actions taken against the Exhibitor: 1) the Exhibitor may be prohibited from exhibiting at the current year's Event and will forfeit all Exhibit Space rental fee payments; 2) the Exhibitor's "points" for the following year's space draw may be taken away; and 3) the Exhibitor may be prohibited from exhibiting at future NMA events. This list of actions is not exhaustive and does not in any way limit available remedies provided in other provisions of this Agreement or by law or equity.
- 47. MISCELLANEOUS/ENTIRE AGREEMENT** — The headings to the various sections of these Terms and Conditions are inserted only for convenience of reference and are not intended nor will they be construed to modify, define, limit or expand the intent of the parties as expressed herein. Termination of the Agreement will not affect or modify those obligations of the parties under the Agreement that by their terms are to survive the termination of this Agreement. The Agreement, including these Terms and Conditions, and any amendments and schedules referred to herein constitute the complete and exclusive statement of the terms of the Agreement between Show Management and Exhibitor pertaining to the Event, and supersede any and all prior oral and written understandings, quotations, communications, and agreements. No person is authorized to make any changes, amendments or modifications to these terms and conditions except in a writing specifically referring to the Agreement and signed by a duly authorized representative of NMA.