

Inspection Fuel Vendor Online Agreement

Please note: this vendor agreement only applies to Fuel exhibitors, not attendees.

Greetings! You are reading these Inspection Fuel 2020 Conference (the "Conference") participating Exhibitor Terms (the "Terms") because you in your individual capacity and also as an authorized agent for any business entity on whose behalf you are attending the Conference (collectively, the "Exhibitor") have chosen to purchase an Exhibitor Booth at the Conference. By completing the participating Exhibitor registration process, and checking the box agreeing to these Terms, as the participating Exhibitor you are agreeing with Inspection Support Network, LLC ("ISN") to the following rights and obligations:

ISN WILL:

1. Reasonably promote Exhibitor's services as part of ISN's 2020 Conference program through existing and future developed ISN marketing channels, which consist of trade-shows, website, e-blasts.
2. Plan, promote, provide general staffing (but not your booth), provide Conference proceedings, select hotel, handle payment and accounting tasks for the Conference.
3. Provide all the exhibit hall pipe/drapes (if any), standard tables, chairs, waste baskets.
4. Provide any and all entertainment, speakers and events during the Conference.
5. Be available for questions, direction, act as Master of Ceremonies for the Conference.
6. Provide Exhibitors names and emails of all attendees.
7. Provide Exhibitor instructions regarding shipping, etc. 30-days prior to the event

EXHIBITOR AGREES:

1. These Terms establish for the mutual benefit and protections of Exhibitors, Visitors, Attendees and Conference Organizers and may not be modified unless by writing signed by both parties. The Exhibitor agrees to these Terms. Please read carefully to avoid any misunderstandings.
2. **Exhibitor will vigorously promote ISN's 2020 Inspection Fuel** to the fullest of their abilities promptly upon entering into these Terms. **Exhibitor may contact ISN for use of the Conference Logo on their web site, which will link to ISN's Conference website.** Exhibitor agrees to promote the Conference in their written materials wherever possible. All payments for attendance at the ISN Conference shall occur through the InspectionFuel.com website or to its mailing address.
3. **Exhibitor or any of Exhibitor's employees, sub-contractors or affiliates are prohibited from selling, offering, referring and giving to any other exhibitor or any third party, ISN customer names, addresses or any other customer information that Exhibitor obtains from ISN by virtue of the relationship established herein.** Any violation of the terms of this paragraph will constitute immediate breach of the Exhibitor Terms, as well as a cross default-breach of any other agreement between ISN

and Exhibitor. Should the Exhibitor breach its obligation in this paragraph, the Exhibitor agrees to indemnify, hold ISN harmless and defend ISN from and against any and all harm, liability or losses, whether directly or resulting from lawsuits, claims or causes of action against ISN by any of its customers or other exhibitors or attendees of the Conference. Exhibitor will be liable for any fees due ISN as a result of the violation of this paragraph.

4. Exhibitor carries appropriate insurance including Workers Compensation and General Liability and also has valid permits or licenses that Exhibitor is required to have in effect at the time of the attendance of the Conference. Exhibitor agrees to and authorizes ISN to obtain verification with any governmental agency regarding the license or permits at any time.
5. Exhibitor will hold ISN harmless for any damages the Exhibitor may incur as a result of attendance at this Conference, including from any business referrals by ISN.
6. Exhibitor has obtained all of the necessary and required licenses in regard to any information or content provided by the Exhibitor for Conference use and that may be used or appear on the ISN web site or at the Conference. Exhibitor further agrees to indemnify and hold ISN harmless, including payment of its attorney fees, for any claims arising out of the use of the content provided by the Exhibitor, and appearing on the ISN web-site and/or InspectionFuel.com.
7. Exhibitor will contract with the host hotel separately for any services and any additional items regarding their booth, shipping, setup, copies, faxes, etc.
8. **Exhibitor WILL NOT under any circumstances arrange functions/meetings/meals at the hotel other than the ISN Conference official scheduled events without first obtaining written approval of ISN through info@inspectionfuel.com**
9. ISN does not guarantee or warrant any particular results of the Conference, nor does ISN or any of its officers, employees, agents, contractors, or members of ISN or its affiliates guarantee a particular number of attendees or exhibitors or profitability of the Conference. Exhibitor further agrees that Exhibitor displays and exhibits property at Exhibitor's sole risk. ISN does not assume any responsibility for loss or theft of Exhibitor's property. ISN will not be held accountable for the death or injury of any person attending the event, or for any damages suffered by Exhibitor or its officers, agents, employees or invitees as a result of any cause whatsoever. Exhibitor shall indemnify and hold ISN, any of its affiliated companies, subsidiaries, sponsors and respective officers, directors, members, agents and employees harmless from any suit or claim arising out of any action or failure to act by the Exhibitor. Exhibitor shall be liable for any and all damages caused by Exhibitor to the event building's grounds, landscaping, floors, walls, columns, or any other part of the building, or to the chattels and fixtures of the building or any other Exhibitor or person or entity having property at the events building's premises. Exhibitors are advised to obtain insurance coverage for these risks.
10. Distribution of Exhibitor space will be assigned, and priority given upon receipt of payment and agreement. All booth space assignments are at the sole discretion of ISN, however, ISN will consider all reasonable requests of fully paid Exhibitors and will

consider seniority of requester regarding participation in past ISN Conferences. ISN staff has final discretion on booth location. **Sharing of exhibit space or use of display by unauthorized or third parties is strictly prohibited.** All exhibits must remain assembled throughout exhibit hours until the official closing time. If an Exhibitor fails to occupy space contracted for or should Exhibitor's display or materials fail to arrive, Exhibitor shall not be relieved of the obligation of paying full rental charge for space. If not occupied by the time set for completion of the installation of the displays, such space may be reallocated or reassigned.

11. To reserve a space at the ISN Inspection Fuel 2020 Conference, a valid agreement to these Terms and payment are required. Once Exhibitor has registered, agreed to the Terms, and full payment has been processed, ISN will hold your space.
12. ISN reserves the right to cancel this event at any time prior to the date of the event with refund of all amounts paid by participants to ISN in connection with these Terms. Otherwise all payments are final and non-refundable except as otherwise noted in these Terms.
13. Product/service exclusivity is not guaranteed through this reservation, this also includes brand exclusivity.
14. Exhibitor may not pin or tape anything to back drape of their Booth; loud or offensive exhibits, subject to ISN's discretion, are not permitted. Exhibitor further agrees that it will not block aisles, solicit customers in the aisles 5-feet beyond your booth or handle materials out in the aisles. Absolutely no helium balloons will be allowed in the Conference facility. Exhibitors must also comply with all requirements of the host hotel.
15. ISN reserves the right, upon reasonable notice to the Exhibitor, to substitute alternate dates and/or facilities other than those originally planned for the Conference. Exhibitor also hereby grants ISN permission to use Exhibitors' name and/or logos for promotional purposes in connection with the Conference and/or other events produced by ISN. This permission shall extend to photographs of the Exhibitor's Booths and all participants.
16. These Terms are confidential, and Exhibitor will not share this information with other Exhibitors or any other parties. Exhibitor is not to discuss the fees paid to ISN with any ISN customer, Conference Attendee, speaker, sponsor, or other person/party.
17. **Exhibitor shall not allow any other company/person to be in their booth or speak at Exhibitor events other than employees or representatives of Exhibitor without permission from ISN.**

The duration of these Terms shall be for the period from acceptance by Exhibitor of these Terms up to and through the Conference ending date in 2020 unless suspended or terminated for the cause(s) set out above. Exhibitor may cancel 90-days prior to the Conference with written notice to ISN for 100% refund, such notice sent to: info@inspectionfuel.com.

If Exhibitor cancels within 90-days of the Conference 75% of their payment shall be refunded, less any expenses already paid by ISN specific to the exhibitor. Cancellations within 30-days of the Conference will receive no refund.

Entire Contract

This Agreement herein represents the sole and entire agreement between the parties and supersedes any and all other agreements, written or oral, between them.

Waiver or Modification

No waiver or modification of any term of this agreement shall be effective unless in writing and duly executed by the both parties

Governing Law

The laws of the State of Nevada shall in all respects govern this Agreement, without regard to its conflicts of law rules.

Binding Effect

This agreement shall be binding upon and inure to the benefit of the successors, assign, legal representatives and heirs of the parties.

Proprietary Information

Any ISN or Inspection Fuel trademarks shall remain the sole and exclusive property of ISN. Exhibitor shall not, at any time register, apply to register, or claim any rights in any ISN or Inspection Fuel trademarks. All use of ISN trademarks by Exhibitor shall inure solely to the benefit of ISN. Upon expiration or termination of this agreement, Exhibitor shall immediately cease use of all, and shall not thereafter use, the ISN or Inspection Fuel trademarks. All use of ISN and/or Inspection Fuel logos by the Exhibitor shall have prior approval of the ISN Principals.

Assignment

Neither Party assigns the benefits and obligations of this agreement without the written consent of the other party. The Parties have signed hereto make this Agreement effective on the date set forth next to their respective signatures.

ISN INSPECTION CONFERENCE EXHIBITOR CODE OF CONDUCT:

1. Any controversies, which may arise among the Exhibitors, Conference officials, host facility management or their agents, shall be referred to ISN representatives for resolution whose decision will be final and binding.
Unprofessional Conduct: Tampering with another Exhibitor's booth or equipment will not be tolerated. Negative comments regarding other Exhibitors or service will not be tolerated. The offender will be immediately removed from the exhibit floor at the Exhibitor's own expense and will be restricted from future participation.
2. Booth Appearance: All booths, regardless of size, must have display material, signs, etc. professionally produced. Any display deemed unprofessional in appearance at the

discretion of Conference management will not be permitted. All booths must conform to size and height regulations, contract conditions, and meet local fire codes.

3. Demonstrations and Booth Activities: Exhibitors wishing to include demonstrations, presentations, drawings, or crowd gathering activities of any type must confine such activities within and around their specific booth space. Booth sound volume shall not exceed 80 decibels and lighting will be set at a level that does not interfere with the operation of neighboring booths. Booth activities, costumes, or presentations that are undignified, tasteless, racist, discriminatory or sexist are prohibited. ISN Conference management has the sole and complete authority in the interpretation of this policy.
4. Handouts Literature/Promotional Material/Personnel Recruiting materials may only be distributed within the confines of the contracted booth space. Conference management will discard material placed elsewhere. Canvassing in the exhibit halls, distributing any material by non-exhibiting companies is strictly prohibited. Recruiting in any form is not permitted unless pre-approved by Conference management.
5. Any and all demonstrations and presentations that occur in the public areas of a booth will be open to any show attendee. If an attendee is from a competing company, Exhibitor is expected to abide by the following code of conduct:
 1. Do not interfere with any public demonstrations or presentations.
 2. Limit questions to one or two or ask questions afterwards.
 3. Do not ask questions that are embarrassing, disruptive, or of a sensitive nature.
 4. Do not engage in inappropriate, disruptive, or unprofessional behavior.
 5. Do not stand in the front of a demonstration or presentation in order to block the view or interaction of others.
6. Exhibitors shall conduct themselves in a respectful manner towards each other. No court action, legal matters or other business outside of Conference business shall be handled during Inspection Fuel 2020.