



MASTER RELATIONSHIP AGREEMENT

This Master Relationship Agreement ("Agreement") is entered into by and between the Company and The National Association of Mutual Insurance Companies ("NAMIC").

- 1. PURPOSE.** This Agreement sets forth the terms and the conditions that will govern the relationship and all transactions between the Company and NAMIC as it relates to the services and/or goods provided pursuant to any Statement of Work ("SOW") executed by the parties pursuant to this Agreement, the terms of which SOW(s) are incorporated in this Agreement by reference. This Agreement creates a contractual relationship and is not intended to create any agency, partnership, joint venture or any like relationship between the parties hereto. The Company acknowledges and agrees that entering this Agreement does not constitute NAMIC's endorsement of the Company's products or services and Company may not state, suggest or represent any such endorsement.
- 2. PAYMENT/FEES.** Each SOW will set forth the fees and payment schedule for the services or goods to be provided pursuant to that SOW. Invoices are due and payable upon receipt and considered past due if payment is not received within (30) calendar days of invoice date. Except as specifically provided in the applicable SOW, any and all payments made by the Company to NAMIC are non-refundable.
- 3. TERMINATION.** NAMIC may terminate this Agreement for any reason upon thirty (30) calendar days written notice to the other party. This Agreement may be mutually terminated by the parties in writing. Termination of this Agreement will also constitute termination of any SOW executed hereunder.
- 4. USE OF NAMIC MARKS.** The Company may not use any NAMIC trademark or service mark, directly or indirectly, without NAMIC's express written permission. NAMIC's logos may only be used by the Company pursuant to an executed logo licensing agreement.
- 5. FORCE MAJEURE.** NAMIC shall be relieved of its obligations under this Agreement in the event of war; strike/labor unrest; cyberattack or threat; the destruction, construction or renovation of an event facility; government order; curtailment of transportation; acts or threat of terrorism; pandemic or contagion; civil unrest/riots, act of God; or if other cause beyond the control of either party makes it illegal, impossible, unfeasible or unsafe for NAMIC to fulfill the its obligations under this Agreement or any SOW executed hereunder.
- 6. ENTIRE AGREEMENT; AMENDMENT.** This Agreement constitutes the entire agreement between the parties regarding the terms expressed herein, and all prior representations or agreements by or between the parties are hereby superseded and replaced by this Agreement. NAMIC may amend this Agreement in writing at any time.
- 7. GOVERNING LAW; VENUE.** EACH PARTY IRREVOCABLY SUBMITS AND CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF INDIANA AND THE INDIANA STATE COURTS, AND HEREBY AGREES THAT SUCH COURTS SHALL BE THE EXCLUSIVE PROPER FORUM FOR THE DETERMINATION OF ANY DISPUTE ARISING HEREUNDER. THE AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF INDIANA, EXCLUSIVE OF ANY PROVISIONS OF THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS AND WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. Prior to either party commencing litigation, with respect to disputes under the Agreement, the parties shall have authorized representative from both companies meet to determine resolution to the dispute.

- 8. AUTHORITY.** Each party represents to the other that this Agreement has been duly executed and delivered by an appropriately authorized representative of such party and that this Agreement is a valid and binding obligation of such party, enforceable against such party in accordance with the terms and conditions set forth herein.
- 9. NO ASSIGNMENT.** Company shall have no right to assign or transfer this Agreement or any right or obligation hereunder, in whole or in part, to any third party without NAMIC's express prior written consent. Any attempt by Company to assign or transfer Company's rights under this Agreement without such consent is null and void. This Agreement shall be binding on the parties and their respective permitted successors and assigns and shall inure to the benefit of the parties and their respective permitted successors and assigns.
- 10. NO WAIVER.** No waiver by NAMIC of any of the terms, provisions, or conditions hereof shall be effective unless the waiver is in a writing signed by an authorized officer of NAMIC. The failure of NAMIC to enforce any term, provision or condition of this Agreement shall in no manner affect NAMIC's right to enforce the same at a later time, and the waiver by NAMIC of any breach of any term, provision or condition in this Agreement shall not be construed to be a waiver by NAMIC of any subsequent or succeeding breach of such term, provision or condition or a waiver by NAMIC of any breach of any other term, provision or condition.
- 11. ATTORNEYS' FEES.** In the event NAMIC institutes suit to enforce any right or obligation against Company arising from or incidental to this Agreement, NAMIC shall be entitled to recover, in addition to any damages or other relief awarded to it, reasonable attorney's fees, court costs, fees of testifying experts or consultants, and other expenses related thereto.
- 12. SURVIVAL.** Upon any expiration or termination of this Agreement all rights and obligations of the Company and NAMIC thereunder shall cease, except that all obligations that accrued prior to the effective date of termination and any remedies for breach shall survive.

EXHIBITOR STATEMENT OF WORK

This Statement of Work ("SOW") is entered into by and between the Company and The National Association of Mutual Insurance Companies ("NAMIC"). This SOW is made a part of, and incorporated by this reference into, the NAMIC Master Relationship Agreement between the parties (the "MRA"). Capitalized terms used herein, but not defined, shall have the meanings ascribed to them in the MRA. In an event that a term in this SOW is inconsistent with the MRA, the term in this SOW shall govern and control.

- 1. AGREEMENT.** The Company hereby agrees to comply with (i) the terms and conditions provided herein; (ii) all applicable fire, utility and building codes and regulations; (iii) any rules or regulations of the facility where the Event is held; (iv) the terms of all agreements between NAMIC and the managers or owners of said facility; and (v) the terms of any and all agreements between NAMIC and any other party relating to the Event, including but not limited to, union contracts between NAMIC, the official contractors, the hotels and various labor organizations.
- 2. BOOTH ASSIGNMENTS.** NAMIC reserves the right to make changes at any time in the assignment, location, size and display limits of any booth if this is in the best interest of the Event. Exhibits may not project beyond the space allotted or interfere with traffic to exhibits of others. Safety laws require that exhibits be kept out of or from extending into aisles.
- 3. USE OF BOOTH SPACE.** The Company may not sublet, assign or apportion any part of the booth or space allotted, or represent, advertise or distribute literature for the product or services of any other firm or individual except as approved in writing by NAMIC. No part of an exhibit and no signs or other materials may be pasted, nailed or otherwise affixed to walls, doors, or other surfaces in a way that might mar or deface the premises or booth equipment and furnishings. The Company agrees to pay any damages from failure to observe this term.

- 4. ARRANGEMENT OF EXHIBITS.** NAMIC and Company agree to comply with the standard IAEE Guidelines for Display Rules and Regulations. Guidelines can be found at www.iaee.com. NAMIC reserves the right to change the specific expectations contained in the standards upon three (3) calendar days prior notice.
- 5. EQUIPMENT.** Any equipment provided by decorator shall be returned to decorator at the end of the Event, complete and in good condition, normal wear and tear excepted. The Company shall have only the right to use said equipment as part of a booth rental and shall provide all other equipment at its own expense.
- 6. RESTRICTIONS.** NAMIC may restrict exhibits which, because of noise, method of operation, or any other reason, become objectionable or otherwise detract from or are out of keeping with the character of the Event. NAMIC, in its sole judgment, may forbid installation, request removal or discontinuance of any exhibit or promotion, which, if continued, departs substantially from the design and description given advance approval. NAMIC reserves the right to reject any exhibit or exhibitor that, at its sole discretion, conflicts with NAMIC's mission, content, format, style, or appearance of the exhibit venue, or otherwise does not conform to reasonable standards of good taste.
- 7. CASH SALES.** No cash sales will be allowed by the Company without NAMIC's advanced written approval. In the event of any such restrictions or removals, NAMIC is not liable for any refunds or other expenses. Advertising displays, demonstrations and conferences in the interest of business are not permitted, except by firms that have rented space to exhibit and have cleared plans in advance.
- 8. CONDUCT.** The Company shall only operate audio/visual equipment or any other noise-creating devices at a level that will not interfere with other exhibitors, or NAMIC may require discontinuance of their use. All demonstrations, interviews and other exhibit activities must be conducted so as not to infringe on the rights of other exhibitors or offend visitors to the Event. No undignified manner of attracting attention will be permitted. The Company agrees not to sponsor group functions, such as tours, film showings, speeches or other activities in conflict with any officially programmed convention event except as approved in writing by NAMIC. All recorded presentations must comply with the strict licensing requirements of Broadcast Music, Inc., or the American Society of Composers, Authors and Publishers. If the Company plans to use such recorded presentations, the Company must provide a certified copy of such license to NAMIC.
- 9. EXHIBITOR BADGES.** All visitors must show an event badge for seamless entrance into the facility. Those without a badge will be denied entry. Booth personnel must wear NAMIC identification badges to gain access into the Event. NAMIC will print all exhibitor badges with company name the booth is registered under. If the Company staffs from an affiliated company, with a difference company name, those staff members will need to register as an attendee rather than booth staff.
- 10. SOUVENIRS AND MARKETING MATERIALS.** Souvenirs, samples, and marketing materials must be distributed from booth spaces only and are permitted, provided such distribution will not cause interference with other exhibits. NAMIC may withhold or withdraw permission to distribute souvenirs, samples, advertising or any other material NAMIC, in its sole judgment, considers objectionable.
- 11. STORAGE OF PACKING CRATES AND BOXES.** The Company will not be permitted to store packing crates and boxes in their booths during the Exhibit Period (as defined in Exhibit A), but these, when properly marked, will be stored and returned to the booth by service contractors. It is the Company's responsibility to mark and identify crates. Crates not properly marked or identified may be destroyed. Due to the lack of storage facilities, it may be necessary to store crates outside of the building. Every effort will be made to protect the crates from the elements, but neither the management nor the contractors will assume any responsibility for damage to the Company's stored items. The removal and return of large crates that cannot be handled by hand trucks will be charged to the Company at prevailing rates.

12. FIRE REGULATIONS. Booth decorations and construction must conform to local fire regulations. Combustible or explosive materials and substances may not be used. Any cloth and other flammable materials used for booth decoration or construction must be flameproof. Packing containers, wrappings and similar materials must be removed from the exhibit area and not stored under tables or behind displays.

13. LOSS OR DAMAGE. NAMIC assumes no liability for loss or damage, through any cause, of goods, exhibits or other materials owned, rented or leased by the Company. The Company may acquire its own insurance for any losses or damages that may result from the Event. The Company shall indemnify NAMIC against, and hold NAMIC harmless from any complaints, suits or liabilities resulting from negligence of the Company in connection with the Company's use of the booth and display space.

14. CANCELLATION BY COMPANY. The Company may cancel this SOW in writing provided to NAMIC at least 90 days prior to the Installation Date (as defined in Exhibit A). Upon such cancellation, the Company will be entitled to receive a refund of exhibit fees not including registration fees, less a \$500 processing fee.

15. POSTPONEMENT/RESCHEDULING: NAMIC reserves the right at any time to postpone or reschedule the Event and transfer the Company's participation to the new Event date(s). The Company must notify NAMIC in writing whether it will or will not participate in the rescheduled Event no less than five calendar days from the date of NAMICs provision of notification of postponement or rescheduling of the Event. Failure to provide such notification will be construed to be Company's consent to participate on the new Event date(s). If for any reason the Company notifies NAMIC that it will not participate on the newly scheduled date(s), NAMIC shall determine and refund to the Company its proportionate share of the balance of the aggregate exhibit fees received which remain after deducting expenses incurred by NAMIC and reasonable compensation to NAMIC, and a processing fee of \$500.

16. CONVERSION TO VIRTUAL EVENT. If NAMIC converts the Event to a virtual, online only format within 90 days prior to the Installation Date, any provision of this SOW which contemplates or applies to the Company's in-person use of or occupation of physical booth space or in-person participation at the Event shall be deleted and replaced with Company's inclusion in the Event's virtual sponsor showcase as set forth in Exhibit B.

In Witness Whereof, the parties have caused this Exhibitor Statement of Work to be executed by their duly authorized representative.

In Witness Whereof, the parties have caused this Master Relationship Agreement to be executed by their duly authorized representatives.

Exhibit A

Exhibit/Booth General Information

- 1. Exhibit Installation Date:** June 8, 2021
 - Exhibit Installation Time Period: 8:00 a.m. – 12:00 p.m.
- 2. Exhibit Removal Date:** June 10, 2021
 - Exhibit Removal Time Period: 11:30 a.m. – 2:30 p.m.
- 3. Exhibit Period:**
 - June 8, 2021 12:00 p.m. – 6:30 p.m.
 - June 9, 2021 8:00 a.m. – 3:45 p.m.
 - June 10, 2021 7:30 a.m. – 11:30 a.m.

If the Company dismantles their booth prior to the start of the Exhibit Removal Time Period, the Company may be subject to penalties and fines.

8x10 In-Person Booth

- 8'x10' space within ballroom
- Pipe and drape in the event color
- 6' draped table in the event color
- 2 chairs
- Wastebasket
- ID sign
- Standard exhibit regulations apply
- Includes one registration for booth staff

Virtual Event Showcase Booth

Virtual sponsor showcase opportunity (virtual exhibit) provided for the conference, which includes:

- Opportunity to provide a company logo and description for the booth
- Ability to upload brochures, video links, and URLs to showcase your company
- Uploaded videos displayed in a video gallery within your booth
- Uploaded PDF files and video links displayed in a resource gallery for attendees to view
- Attendees will have access to uploaded documents and company descriptions throughout the event
- Ability to video conference with booth visitors with screen sharing option within video chats for collaboration

Exhibit B

Virtual Claims Conference Leading Sponsor + Showcase Booth*

- Advance copy of the attendee list with contact information provided at 30 and 15 days prior to the event
- Logo included on a sponsorship recognition slide used within the event (deadlines apply)
- Sponsor recognition included in pre-conference email sent to all attendees (deadlines apply)
- Opportunity to submit a flyer/whitepaper to be included on the event materials page
- Gamification opportunity to boost attendee interaction with one trivia question which can be used to encourage attendees to visit your sponsor showcase, view materials, or interact with staff
- Virtual sponsor showcase opportunity (virtual exhibit) provided for the conference, which includes:
 - Opportunity to provide a company logo and description for the booth
 - Ability to upload brochures, video links, and URLs to showcase your company
 - Uploaded videos displayed in a video gallery within your booth
 - Uploaded PDF files and video links displayed in a resource gallery for attendees to view
 - Attendees will have access to uploaded documents and company descriptions throughout the event
 - Ability to video conference with booth visitors with screen sharing option within video chats for collaboration
- Includes one registration to the virtual event. Any additional staff will need to register at the sponsor/member rate

**Please note: All sponsors within this level will be placed in alphabetical order when in print or verbally recognized*