

# **NAPFA Exhibitor & Sponsor Terms and Conditions**

These Terms and Conditions ("Agreement") govern the participation of any company, organization, or individual ("Exhibitor/Sponsor") in any NAPFA-hosted conference or event. Payment of invoice constitutes acceptance of these binding terms. If you have any questions about these terms, please contact NAPFA prior to submitting payment.

For purposes of this Agreement, "Event" refers to any NAPFA-hosted conference, symposium, or gathering where sponsors or exhibitors may participate. "Sponsor" or "Exhibitor" refers to the individual or entity paying for promotional benefits or exhibit space. No rights or benefits will be conferred until full payment is received. Failure to submit payment in a timely manner may result in forfeiture of participation without refund or remedy.

## I. PARTICIPATION & ELIGIBILITY

## 1. Eligibility and Standards

Exhibitors and sponsors must uphold the professional standards and image of NAPFA. Participation is restricted to entities offering products or services relevant to financial advisory firms, such as investments, insurance, custodial platforms, or business services. On-site sales or transactional activity is prohibited. NAPFA reserves the right to decline or revoke participation at its sole discretion.

#### 2. Code of Conduct

All participants, including Exhibitor/Sponsor representatives, must comply with NAPFA's Code of Conduct. Harassment, discrimination, disruptive behavior, or disrespectful conduct toward attendees, staff, or fellow sponsors/exhibitors will result in removal without refund and may lead to exclusion from future events.

## 3. Accessibility

NAPFA is committed to providing an inclusive experience. Exhibitors and sponsors must ensure that their physical booth setup provides reasonable access to individuals with disabilities, consistent with the Americans with Disabilities Act (ADA). Requests for specific accommodations should be communicated to NAPFA in advance to allow for appropriate planning and support.

#### I. EVENT PARTICIPATION & REPRESENTATION

#### 4. Exhibitor and Sponsor Benefits

Benefits provided to exhibitors and sponsors are outlined in the corresponding event prospectus, invoice, or sponsorship package. These benefits may include booth space, registrations, listings, and promotional opportunities. NAPFA reserves the right to promote the exhibitor or sponsor using submitted company descriptions, logos, and links across platforms such as its website, mobile app, and event signage. Exhibitor/Sponsor grants NAPFA a non-exclusive, royalty-free license to use its name, logo, and submitted materials solely for purposes of event promotion and administration.

#### 5. Exhibit Regulations

Booth assignments are made on a first-come, first-served basis. Exhibits must be educational in nature, confined to the designated space, and staffed during all published exhibit hours. Giveaways and prize drawings are permitted within the booth area. Private functions during conference hours require prior written approval. Exhibitors must adhere to logistical deadlines and utilize the designated on-site service contractor for applicable services.

## 6. Additional Representatives

Exhibitor/Sponsor registration includes a specified number of representative badges, outlined in the event prospectus. Additional representatives may attend for an added fee, subject to space limitations and event capacity. All representatives must adhere to NAPFA's Code of Conduct and event policies.

## 7. Assignment and Subletting

Exhibitors and sponsors may not assign, share, or sublet any portion of their booth space without prior written approval from NAPFA. Violation of this provision may result in removal from the event without refund and exclusion from future events.

#### **II. COMPLIANCE & LEGAL RESPONSIBILITY**

#### 8. Compliance

Exhibitors and sponsors are responsible for complying with all applicable federal, state, and local laws and ordinances, including health and safety regulations. NAPFA assumes no responsibility for a participant's failure to meet legal obligations related to marketing claims, licensing, or other requirements.

#### 9. Liability and Insurance

Exhibitors and sponsors assume all responsibility for any damage to persons or property that may occur as a result of their participation. Exhibitors are encouraged to maintain general liability insurance. NAPFA, its agents, and the event venue will not be liable for any loss, injury, or damage incurred.

#### 10. Indemnification

The Exhibitor/Sponsor agrees to indemnify and hold harmless NAPFA, its officers, directors, employees, agents, and contractors from and against any claims, liabilities, losses, or expenses (including reasonable attorney's fees) arising out of or related to the Exhibitor/Sponsor's participation in the event.

#### **IV. EVENT POLICIES & RISK**

#### 11. Cancellations and Refunds

All cancellations must be submitted in writing. Refunds, if any, are subject to the terms outlined in the event prospectus or invoice. No refunds will be granted for no-shows or for cancellations made after the published cutoff date. NAPFA reserves the right to cancel or modify the event, in which case refunds or credits may be issued at its sole discretion.

#### 12. Termination

NAPFA reserves the right to terminate an Exhibitor/Sponsor's participation at any time for violation of these terms or for conduct deemed harmful to the event, attendees, or NAPFA's reputation. In such cases, no refund will be issued, and the Exhibitor/Sponsor may be barred from future participation.

#### 13. Force Majeure

NAPFA shall not be liable for any failure or delay in performing its obligations under this Agreement due to events beyond its reasonable control, including but not limited to natural disasters, pandemics, labor strikes, governmental orders, or acts of war. In such cases, NAPFA will make reasonable efforts to reschedule or adjust the event format.

## V. LEGAL FRAMEWORK

## 14. Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of the State of Illinois without regard to its conflict of law principles. Any disputes arising from or related to this Agreement shall be resolved through good faith negotiations. If unresolved, disputes shall be submitted to binding arbitration in Chicago, Illinois.

## 15. Severability

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

#### VI. INFORMATION, BRANDING & MEDIA

#### 16. Media Release

By participating in the event, Exhibitor/Sponsor consents to the use of photographs, video, and other media taken during the event that may include their booth, branding, or personnel. These may be used for NAPFA's promotional, educational, or archival purposes without additional approval or compensation.

#### 17. Use of NAPFA Name and Endorsement

Participation in a NAPFA event does not imply endorsement or recommendation of any product or service. Exhibitors and sponsors may not use the NAPFA name, logo, or event branding outside the context of the event or in marketing materials without prior written approval.

#### 18. Confidential Business Information

NAPFA and Exhibitor/Sponsor agree not to disclose any confidential or proprietary business information shared in connection with this Agreement, except as required by law or with prior written consent. This obligation survives the conclusion of the event.

#### 19. Data Handling and Privacy

Exhibitors and sponsors may receive limited attendee data in accordance with NAPFA's privacy policy and attendee optin preferences. Use of this data is restricted to a one-time follow-up related to the specific event. Sharing, selling, or repurposing attendee information for unrelated or ongoing marketing is prohibited.

#### VII. AGREEMENT

#### 20. Acknowledgment

Payment of the Exhibitor/Sponsor invoice confirms acknowledgment and acceptance of these Terms and Conditions. Exhibitors and sponsors are responsible for ensuring all attending representatives are aware of and comply with these terms.

## 21. Updates to Terms

NAPFA reserves the right to update these Terms and Conditions at any time. Updates will be communicated via the event website or by email and are effective upon posting.