

AUDIOVISUAL EQUIPMENT AND SERVICES AGREEMENT

This Audiovisual Equipment and Services Agreement (this "Agreement") is made effective this 1stth day of July 2025 ("Effective Date"), between Encore Group (USA) LLC, with corporate offices located at 5100 N. River Road, #300, Schiller Park, IL 60176 ("Encore"), and National Association of Benefits and Insurance Professionals with offices located at 999 E St. NW, Ste.604, Washington, DC 20004 ("CUSTOMER"). Each of Encore and CUSTOMER will be considered a "Party" and together as "Parties." All terms not defined in this Agreement will be defined as set out in the Terms and Conditions referenced below.

Encore and CUSTOMER agree as follows:

1. **TERM.** This Agreement will commence on the Effective Date and will end February 25, 2028 ("Initial Term") and may be renewed for additional periods by written agreement of the Parties (each, a "Renewal Term"). The Initial Term and any Renewal Term(s), if applicable, will be collectively referred to as the "Term".

2. **EQUIPMENT AND SERVICES.** By entering into this Agreement, Encore agrees to provide CUSTOMER with audiovisual Equipment and Services during the Term. All terms provided herein assume that Encore will be the exclusive provider of all audiovisual and event technology services for the Events described. If Encore is not the exclusive provider, all terms are subject to change. CUSTOMER can order Equipment and Services by following the instructions below.

3. **KEY TERMS.** In consideration of the following conditions, CUSTOMER designates Encore as the exclusive event technology provider for the following events (each an "Event" and collectively the "Events"):

Event details:

- NABIP Capitol Conference February 20-25, 2026, Hyatt Regency Washington on Capitol Hill
- NABIP Capitol Conference February 19-26, 2027, Hyatt Regency Washington on Capitol Hill
- NABIP Capitol Conference February 18-25, 2028, Hyatt Regency Washington on Capitol Hill

Sales terms:

- Forty-five percent (45%) discount on rental of Encore-owned audiovisual equipment when Encore is the sole provider of audiovisual services.
- Five percent (5%) increase ceiling on year-to-year pricing for Encore-owned Equipment. This percentage will be based on the prior year's billing and will only apply to like-for-like Equipment.
- Complimentary daily dedicated bandwidth up to 35 mbps when Encore is the sole provider of audiovisual services.
- Complimentary superior wired internet connection, (10 mbps) one in registration and (5 mbps) one in general session when Encore is the sole provider of audiovisual services.
- Discounting is not available for: (a) labor, (b) standard annual price increases, and (c) standard SOP Day rate.

4. **PRICING.** All pricing terms above are subject to CUSTOMER holding the Events within the continental U.S. only. Encore and CUSTOMER will mutually-agree on pricing for events outside the continental U.S. on a case-by-case basis.

5. **REQUIREMENTS FOR INCENTIVES.** CUSTOMER must submit orders at least three (3) weeks prior to the first day of the Event. At least two (2) weeks before the Event, CUSTOMER must share the number of attendees, meeting type, and meeting agenda. Customer must include the Encore representative in most pre-conference calls with the planning committee. Encore reserves the right to charge additional fees for labor, delivery, high-speed internet, copiers, printers, consumable items, and special-order equipment outside of the Encore inventory. Consumable items refer to merchandise purchased by Encore and provided to CUSTOMER for a particular meeting such as tape, markers, and other non-reusable items. Encore will highlight special order equipment on this Agreement where appropriate. Encore will not honor requests for additional incentives of any kind following the

conclusion of a meeting or Event and, even then, only due to a failure of Encore to comply with the terms of this Agreement during the provision of the Encore Services. Encore will have the ability to raise its prices for Equipment and Labor annually, with effect each January 1 during the Term.

6. TERMS AND CONDITIONS. This Agreement expressly incorporates and is governed by the Terms and Conditions set forth in Exhibit A, attached hereto.

IN WITNESS WHEREOF, the Parties have caused their duly authorized signatories to execute and deliver this Agreement as of the date and year first written above.

ACCEPTED AND AGREED:

CUSTOMER

ENCORE GROUP (USA) LLC

[signature]

[signature]

[print name]

[print name]

[print title]

[print title]

Date: _____

Date: _____

ACCEPTED AND AGREED:

CUSTOMER

[signature]

[print name]

[print title]

Date: _____

Exhibit A

TERMS AND CONDITIONS

CUSTOMER and Encore further agree that these terms and conditions ("Terms and Conditions") are incorporated into, and are a material part of, the Audiovisual Equipment and Services Agreement ("Agreement") between them, which references these Terms and Conditions. Each of Encore and CUSTOMER will be considered a "Party" and together as "Parties." All quotes, estimates, proposals, or other agreed ordering documents (each, a "Quote") executed by the parties pursuant to the Agreement shall be governed by the Agreement, including these Terms and Conditions.

1. **TERMINATION.** The Agreement may be terminated by CUSTOMER or Encore without cause upon ninety (90) days written notice, however, any previously executed Quotes will remain in full force and effect as set forth herein. Notwithstanding such termination, the Parties will comply with these Terms and Conditions up through the effective date of termination. Either Party may terminate the Agreement for cause as follows: i) upon written notice to the defaulting Party, if the defaulting Party fails to perform any material term of the Agreement, including these Terms and Conditions, and does not cure such failure within thirty (30) days after the non-defaulting Party provides notice reasonably detailing such failure; or ii) upon written notice if the other Party becomes the subject of a voluntary petition in bankruptcy or any similar proceeding relating to insolvency, receivership, or reorganization and if such petition or proceeding is not dismissed within sixty (60) days of filing.

2. **SERVICES.** CUSTOMER hereby names Encore as its exclusive provider for Equipment and Services as defined in this Agreement for the Term. Encore is in the business of providing its clients with event technology, audiovisual, staging lighting, and related equipment for rent (the "Equipment"), as well as providing related audiovisual, event technology, live entertainment, and full-scale event production and exhibitor services (the "Services"). The Agreement refers to the Equipment and the Services as the "Encore Services." The term "Event" will mean a single-day or multi-day gathering for which CUSTOMER hires Encore to provide Equipment and Services pursuant to a Quote. In addition to providing audiovisual Equipment, Encore provides related audiovisual labor services to clients and their employees, guests, and/or customers, which includes, the set-up and tear-down of the Equipment. The Equipment and Services may also include rigging, internet, power distribution and creative services and such other services as may be reasonably requested by CUSTOMER, and as documented in an Agreement. All pricing for Encore Services will be as set forth in the Agreement or as subsequently modified by a Quote.

3. **CHANGES TO CUSTOMER PROPOSAL.** If CUSTOMER decreases the Equipment or Services in a Quote less than five (5) days prior to the start of the Event, then the cancellation charges set forth below will not apply so long as the overall charges in the revised proposal are at least ninety percent (90%) of the original agreed proposal or Statement of Work. If CUSTOMER orders more Equipment or Services less than five (5) days prior to start of the Event, then Encore reserves the right to charge CUSTOMER an extra "rush" request fee on CUSTOMER's final invoice together with the charges for such additional Equipment and Services. Encore will use commercially reasonable efforts to accommodate all such CUSTOMER requests but will not be liable to CUSTOMER for any failure to provide the request.

4. **MASTER BILLED EVENTS.** If an Event occurs in a venue where Encore has been designated as the venue's in-house audiovisual equipment and services provider, CUSTOMER may opt, at the venue's discretion, to have Encore invoice through the venue's master account, provided that CUSTOMER establishes a master account with the venue under the terms as set forth by the venue and prior to the commencement of the Event. CUSTOMER must notify Encore at least thirty (30) days before the start of the Event if a Master Account has not been secured with the venue so that pre-payment or other payment arrangement can be made with Encore for Equipment and Services in connection with the Event. If using a venue Master Account, upon conclusion of the Event, CUSTOMER shall be required to make full and final payment via CUSTOMER's Master Account with the venue. CUSTOMER understands and agrees that there may be other fees charged by the venue that are unrelated to Encore's fees as part of the other services provided to CUSTOMER by either the venue or the venue's authorized agents and contractors which may include, but shall not be limited to, fees for power distribution, union labor, service charges, and other applicable fees.

5. **DIRECT BILLED EVENTS.** (a) If the Customer will not be invoiced by the venue through a master account with the venue, Customer will be direct billed for all equipment rental, labor, or services provided by Encore, and must establish credit with Encore by completing a credit application at least 30 days prior to the first day of the Event or at signing of the Quote if that date is within 30 days of the Event start date. Based on the results of the credit application, Encore may require Customer to make a deposit payment of up to the full amount at least 30 days prior to the first day of the Event, or at signing of the Quote if such date is within 30 days of the first day of the Event. Encore will credit the deposit received to the final invoice for the Event. Encore requires Customer to make full and final payment to Encore within the terms determined by Encore from Customer's credit application. (b) If Customer fails to make payment by the specified payment date outstanding balances will be subject to late payment charges in an amount equal to one percent (1%) per month or a lesser amount as required by law. (c) Encore accepts credit cards (Visa, Master Card, American Express, or Discover) as payment for invoices in certain situations, such as COD orders and orders under \$50,000. For non-COD orders and orders over \$50,000, Customer will pay by ACH or by check as directed by Encore. There may be circumstances in which Customer may pay orders over \$50,000 via a credit card, but Encore must approve such payment arrangements in writing in advance. (d) Encore reserves the right to run a credit check on Customer before this Agreement is signed and at any time after the Agreement is signed, so long as this Agreement is in effect or Customer has outstanding funds due to Encore. Should Encore determine that Customer's credit history is such that Encore must modify the payment terms included above, Customer agrees to work with Encore reasonably and in good faith to update the payment terms. Customer specifically authorizes Encore to prepare and file without Customer's signature any Uniform Commercial Code ("UCC") financing statement amendments to Customer's existing UCC financing statements and any other filings or recordings in all jurisdictions where Encore determines necessary or desirable and authorizes Encore to describe the collateral in such filings in any manner as Encore determines appropriate.

6. **EVENT CANCELLATION.** If CUSTOMER cancels an Event or the provision of audiovisual equipment and services by Encore more than 90 days prior to the first day of an Event, no cancellation charges will apply except for actual costs incurred and actual services rendered by Encore prior to the cancellation. If CUSTOMER cancels 89 days to 45 days in advance, CUSTOMER shall pay a cancellation charge equal to 50% of the entire estimate of charges contained in the most recent version of the Quote. Cancellations by CUSTOMER received between 44 days and 6 days prior to the first day of the Event, shall be subject to a cancellation charge equal to 75% of the entire estimate of charges contained in the most recent version of the Quote. Cancellations received 5 days or less before the first day of the Event, or after Equipment has departed from its storage facility, shall be subject to a cancellation charge equal to 100% of the total estimate of charges described on the most recent version of the Quote. CUSTOMER agrees and acknowledges that the cancellation charges described in this paragraph are reasonable and appropriate under the circumstances if CUSTOMER cancels the Event or cancels the provision of audiovisual equipment and services by Encore. Cancellation fees, including fees to cover any incurred costs or services, shall be due immediately upon any such cancellation by CUSTOMER. **ALL CANCELLATION NOTICES MUST BE IN WRITING AND RECEIVED BY ENCORE'S ASSIGNED OR ONSITE REPRESENTATIVES BEFORE BECOMING EFFECTIVE. IF APPLICABLE, IF ANY CUSTOM SETS, GOBOS OR OTHER CUSTOM MATERIALS ARE REQUIRED FOR AN EVENT, AN ADDITIONAL CANCELLATION FEE SHALL BE APPLICABLE AND DUE TO ENCORE REGARDLESS OF THE DATE OF CANCELLATION IN AN AMOUNT EQUAL TO THE DIRECT AND INDIRECT COSTS INCURRED BY ENCORE OR ITS AFFILIATES IN SECURING AND/OR CONSTRUCTING SUCH CUSTOM MATERIALS PLUS A FIFTEEN PERCENT (15%) RESTOCKING FEE.**

7. **ACCEPTANCE.** Any proposed Event-specific pricing will be valid until the earlier of (i) thirty (30) days from the date of the proposal or (ii) December 31 of the calendar year in which the proposal or quote was issued, or (iii) any expiration date otherwise noted on the proposal ("Acceptance Period"). In the event that the proposal signed and returned to Encore within the Acceptance Period, it will be void. All prices are subject to change without notice if the proposal is not executed during the Acceptance Period.

8. **ESTIMATE.** Encore will develop each proposal based upon information provided by CUSTOMER. The proposal is only an estimate of Equipment and Services that Encore will provide in connection with the applicable Event. In the case where the actual amount of Equipment, Services, and labor provided in connection with the Event is greater than the amount specified in the Quote, Encore will charge CUSTOMER for such additional

Equipment, Services, and labor (including rental fees and freight) at prevailing standard rates. Unless otherwise itemized on the Quote, all pricing excludes sales tax, freight, shipping/handling, and electrical charges. If any such charges apply, they will be charged and due upon Encore's final invoice. Sales tax exempt entities must submit sales tax exemption certificates prior to the commencement of the Event. If CUSTOMER does not give Encore tax exemption certificates prior to Event billing, CUSTOMER must pay sales tax at the time of final invoice.

9. **CONVERSION TO VIRTUAL EVENT.** If an Event is cancelled for any reason and, in lieu of or as an alternative to that Event, CUSTOMER proceeds with an online virtual event or a hybrid in-person and online virtual event (collectively, "Virtual Event"), the Parties agree to work together and negotiate in good faith for an agreement for Encore to provide the audio-visual, production, network and related technology equipment and services for the Virtual Event, including granting Encore the right of first refusal to match any bona fide offer by a third-party to provide the same or similar equipment and services for the Virtual Event.

10. **DECISION AUTHORITY.** Encore will reasonably assume that all CUSTOMER staff or such persons acting as CUSTOMER'S agent have authority to make changes to CUSTOMER's Event(s). Encore will not be responsible to get any one person's sign-off on authorized changes to the Event unless expressly designated by CUSTOMER in the relevant Quote.

11. **PRE-PLANNING VISITS.** Unless otherwise described in a Quote, should CUSTOMER request that Encore attend an on-site planning session, Encore will require complimentary hotel accommodations for all staff, but will not charge CUSTOMER for any other travel-related expenses like airfare or food. However, if CUSTOMER schedules pre-planning visits with less than three (3) weeks' notice, CUSTOMER will be responsible for fifty percent (50%) of airfare expenses. If Encore or CUSTOMER requires more than one on-site planning meeting, CUSTOMER will be responsible for all costs and expenses for all planning meetings after the first such meeting.

12. **DURATION OF EVENT.** Unless otherwise described in a Quote, Encore will require complimentary hotel room(s) and per diems for the duration of the Event to house required staff. However, in the event that Encore is required to pay for hotel room(s) in connection with the Event, then Encore requests that CUSTOMER provide Encore the best rate possible through existing room blocks booked as part of CUSTOMER's Event.

13. **SHOW SITE OFFICE AND EQUIPMENT STORAGE.** Unless otherwise described in a Quote, Encore will establish a central office and storage room at the show site for the purpose of show site organization and team communication between Encore and CUSTOMER. This area will house telephones, computers, all equipment staging, supplies, etc. CUSTOMER will arrange to provide a suitable space for this central office and storage area with complimentary high-speed Internet access to accommodate on-site equipment requirements and support. This area must be lockable in order to provide secure access as needed. Encore will provide an appropriate amount of spare equipment based on historical knowledge of the Event, similar events, equipment type, quantities requested, local available resources, and requirements submitted. Encore will not charge for this spare Equipment unless actually used in CUSTOMER's Event.

14. **EQUIPMENT RATES.** Unless otherwise noted, Encore bases all rates upon per-room, per-day calculations with the minimum rental period being one (1) calendar day. A calendar day rental consists of all or any portion of each 24-hour period starting at 12:00 AM to 11:59 PM. CUSTOMER agrees to pay the rental fees described in the proposal for the stipulated period. Any Equipment that is used or retained by CUSTOMER for a longer period will be subject to Encore's prevailing rates until CUSTOMER returns the Equipment.

15. **LABOR RATES.** Hourly labor rates, minimum calls, overtime labor rates, daily labor rates, and per diems apply and Encore bases these upon prevailing rates and practices at the venue where CUSTOMER is holding the Event and the Encore business division providing the Equipment and Services. Encore developed labor estimates based on information provided by the CUSTOMER. All labor calls are subject to a minimum charge period based on local venue rules, servicing division policies, and union rules, as they may apply. In the event that the employee works more hours than estimated in the Quote, the CUSTOMER will be billed the appropriate prevailing or premium rate for the additional hours worked.

16. **ADDITIONAL FEES.** If any of the following fees are listed on the Quote, then this Section 16 shall apply. (a) **EVENT TECHNOLOGY SUPPORT (ETS).** ETS covers additional support elements for the Event including, but not limited to, daily gear preparation, equipment testing, and related consumable items necessary for the Event. ETS charges are not gratuities and are NOT paid in whole or in part to Encore (or other) employees in connection with the Event, and amounts comprising ETS are not otherwise shared with Encore (or other) employees. (b) **SERVICE CHARGES.** The Venue or Encore may bill service charges in association with an Event. Service charges are NOT gratuities that are paid in whole or in part to Encore or other employees in connection with the Event. (c) **ADMINISTRATION FEES.** Administration Fees are billed in association with all Events and cover general, administrative and overhead expenses incurred in connection with the equipment and services provided by Encore and its operations. These fees are not gratuities and are not received by Encore employees.

17. **EQUIPMENT HANDLING.** Encore personnel must handle all Equipment. CUSTOMER may not move, store, or service Encore Equipment either itself or through any other party. CUSTOMER will incur additional charges if CUSTOMER violates this requirement. CUSTOMER permits Encore free access to the Equipment at any reasonable time before, during, or after the Event for purposes of set/strike, maintenance, and routine checks. Encore retains all title and rights in and to the Equipment and all related accessories.

18. **DAMAGE AND SECURITY.** CUSTOMER will be responsible for all Equipment that is damaged, lost or stolen (whether by use, misuse, accident or neglect), unless caused by Encore's negligence. In addition to amounts due to Encore in connection with the Quote, CUSTOMER agrees to pay Encore upon demand for all amounts incurred by Encore on account of lost, damaged, and stolen Equipment, based upon repair costs for repairable Equipment or full replacement cost for lost or irreparable Equipment. In addition, CUSTOMER will be responsible for rental fees while a Encore-authorized company repairs or replaces Equipment as required. If CUSTOMER requires security or Encore deems security necessary during an Event, CUSTOMER will be responsible for all costs in connection with the provision of security.

19. **EQUIPMENT FAILURE.** Encore maintains and services its Equipment in accordance with the manufacturer's specifications and standard industry practice. However, Encore does not warrant or guarantee that the Equipment or Services Encore provides will be free of defect, malfunction, or operator error. If the Equipment malfunctions or does not operate properly during the Event for any reason, CUSTOMER agrees to immediately notify an Encore representative. Encore will attempt to remedy the problem as soon as possible so that no problems interrupt the Event. CUSTOMER agrees and acknowledges that Encore assumes no other responsibility or liability for any loss, cost, damage, or injury to persons or property in connection with the Event because of inoperable Equipment or other service issues.

20. **LOSS DAMAGE WAIVER (LDW).** If Encore quotes LDW in the Quote, and CUSTOMER accepts such Quote, Encore will waive charges for loss or damage to Encore-owned Equipment. CUSTOMER further acknowledges and understands that if any loss or damage occurs, Encore will request that CUSTOMER participate in any investigation by Encore, the venue security, or law enforcement. If Encore determines that CUSTOMER or its representatives intentionally caused the loss or damage, the LDW will not apply, and Encore will charge CUSTOMER for all such loss or damage.

21. **INTERNET/NETWORK EQUIPMENT AND SERVICES.** If the Quote includes internet/network equipment and/or services, Customer understands and agrees as follows: (a) Every device connected to the internet/network must have a purchased IP address from Encore, whether or not the IP address is used; (b) No servers or routers are allowed including, but not limited to, NAT, DHCP and proxy servers; (c) Encore reserves the right to disconnect any equipment that, in Encore's sole discretion, is found to be causing overall network problems without any refunds for services that have been disconnected; (d) Customer agrees not to share, resell, extend, bridge or otherwise misuse Encore's connections and/or services. Encore, in its sole discretion, reserves the right to disconnect any Customer found to have violated this Agreement or usage equipment without any refunds for services that have been disconnected; (e) Specific service location is defined as the area in the booth/room or other area designated by the Customer. Service extended beyond rooms, air walls, doorways, walkways or 50' distance from the drop point will require an additional location and incur an additional fee; (f) Encore is not responsible for any cable and/or equipment provided by Customer or any third party; (g) The network may only be

used for lawful purposes and in accordance with these terms and conditions. Transmission of any materials in violation of any local, state, federal or international laws or regulations is strictly prohibited. This includes, but is not limited to, copyrighted materials, materials judged to be threatening or obscene, or materials protected by trade secret or confidentiality obligations; (h) WIRELESS (802.11) DECLARATION. Wireless internet service is inherently vulnerable to interference from other devices that transmit similar radio frequency signals or that operate within the same frequency spectrum. Encore cannot guarantee that interference will not occur. Wireless service is not recommended for mission critical services such as product presentations or demonstrations. ALL WIRELESS ACCESS POINTS NOT AUTHORIZED BY ENCORE ARE PROHIBITED. Customer-provided access points are prohibited for use within the Event facility without Encore's prior approval. Wireless access points without adjustable power outputs are prohibited under all circumstances.

22. **VIRTUAL/HYBRID MEETINGS AND SERVICES.** If the Quote includes virtual and/or hybrid meetings and related services, the Customer understands and agrees as follows: (a) Network appliances have the potential to adversely affect more than the subnet to which they are connected. Accordingly, Encore reserves the right to disconnect any Customer-, attendee-, presenter-, or third-party-provided equipment that, in Encore's sole discretion, is found to be causing overall network problems without any refunds for services that have been disconnected; (b) Customer agrees not to share, resell, extend, bridge or otherwise misuse Encore's equipment, platforms, applications, connections and/or services. Encore, in its sole discretion, reserves the right to disconnect any Customer or attendee found to have violated this Agreement or and usage restrictions without any refunds for services that have been disconnected; (c) Encore is not responsible for any Event interruptions or transmission failures due to (i) the operation or failure of any cable, equipment, or software/conferencing platform provided by Customer, a presenter, an attendee or any third party, or (ii) a power surge, interruption, or failure at the location of any attendee or presenter; (d) The virtual and/or hybrid meeting platforms, applications, and services may only be used for lawful purposes and in accordance with these terms and conditions. Transmission of any materials in violation of any local, state, federal or international laws or regulations is strictly prohibited. This may include, but is not limited to, copyrighted materials, materials judged to be threatening or obscene, trade secrets, or materials protected by trade secret or confidentiality obligations; (e) Internet speed and functionality at the Customer's, presenter's or attendee's location can greatly impact the quality of the Event, and accordingly, Encore is not responsible for any Event interruptions or transmission failures due to internet speeds, latency, connections, or failures at the Customer's remote location, or at the remote location of any presenter or attendee, or at any location where Encore does not manage the internet services.

23. **REQUIRED VENUE TERMS AND CONDITIONS.** From time to time, a venue may also include additional required Event-specific terms. CUSTOMER understands and agrees to any additional terms. If such terms include Encore terms and conditions, any terms that directly conflict with the Agreement or these Terms and Conditions will not apply.

24. **LICENSES.** Encore will apply for and obtain all permits and licenses required by applicable law for the operation of the Equipment and Services. This commitment does not include licenses required for the performance of music or the public display of any images or videos used within CUSTOMER's Events, and such licenses will be the sole responsibility of CUSTOMER unless otherwise specified on the relevant Quote.

25. **CONFIDENTIALITY.** (a) Confidential Information" means any non-public, confidential, proprietary or privileged information or material used, supplied, made accessible or disclosed by or on behalf of a party or its affiliates or their respective employees, contractors or subcontractors to the other party, whether in written, visual, electronic or oral format, under and during the term of the Agreement including, without limitation, information of a technical, financial, legal, operational or business nature. Notwithstanding the foregoing, information shall not be considered Confidential Information if (i) public disclosure of the information has been expressly authorized in writing by the disclosing party, (ii) the information is or comes to be generally available within the public domain other than as a result of a breach of this Agreement, (iii) the information was, on or before the date of disclosure by the disclosing party, in the receiving party's possession as shown by its business records, (iv) the information was independently developed by the receiving party without the benefit of having received said Confidential Information, or (v) the information is received on a non-confidential basis from a third party who is not, to the knowledge of the receiving party, bound to or in breach of any confidentiality obligations with the disclosing party.

(b) Each party shall (i) keep confidential all Confidential Information and use the same degree of care as the party uses to protect its own Confidential Information of a similar nature, but no less than reasonable care, to prevent the unauthorized use, dissemination or publication of the Confidential Information of the other party, (ii) not disclose such Confidential Information to any third party, except as expressly authorized herein, without the prior written consent of the other party, (iii) restrict disclosure only to those persons who are on a need-to-know basis and only in relation to this Agreement, and (iv) not use the Confidential Information except for the purposes related to the Services and fulfilling its obligations or exercising its rights under this Agreement. Notwithstanding the foregoing, each party may produce the Confidential Information if required by law, or if requested by any judicial, administrative, governmental or regulatory process. In the event that any personal information is disclosed to either party under this Agreement, each party warrants, represents and covenants that it shall at all times comply with all applicable privacy legislation. Upon the disclosing party's request or promptly following expiration or termination of this Agreement, the receiving party shall cease use of, and immediately return to the disclosing party, or destroy, the disclosing party's Confidential Information and all copies, reproductions or any parts thereof in any form whatsoever in the receiving party's possession or control, and certify that all such Confidential Information and all copies, reproductions or any parts thereof have been returned or destroyed. Notwithstanding the foregoing, the receiving party shall not be required to return or destroy the disclosing party's Confidential Information to the extent (v) required pursuant to legal, compliance, accounting, audit, or regulatory requirements, or document retention policies, or (vi) saved pursuant to disaster recovery or automated computer backup procedures where it would be impractical to delete or destroy such information; provided, however, that any such retained Confidential Information shall continue to be subject to the terms of this Section 16, which shall survive the termination or expiration of this Agreement for a period of two (2) years from the date of this Agreement.

26. COOPERATION IN INVESTIGATIONS. Each Party agrees to promptly notify the other of any incidents, physical injuries, property damage, claims, demands, losses, causes of action, general damages, and expenses that may arise during Encore's performance of the Services for CUSTOMER. Encore and CUSTOMER further agree to work together on the investigation of any such matters unless its own legal counsel, any law enforcement, or any other authority otherwise instructs either Party.

27. INSURANCE. Encore and CUSTOMER agree to keep the following coverages in place at each of their sole cost and expense: i) Commercial General Liability insurance in an amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and including the following coverages: contractual liability, premises operations, personal injury, broad form property damage and independent contractors; and ii) Workers' Compensation insurance in accordance local law in the state where the Event is located. Each required policy shall name the other party and its parents, subsidiaries as additional insured and shall be issued by an insurance company having an A.M. Best rating of A-VII or better. Each party shall deliver to the other valid insurance certificates evidencing the insurance policies set forth herein.

28. INTELLECTUAL PROPERTY. Customer allows Encore to use the trademarks, trade names, service marks, and other intellectual property provided by Customer to Encore for the purposes of carrying out Encore's duties under the Agreement or any Quote and as otherwise requested by Customer. Customer is solely responsible for obtaining any necessary licenses or permission to perform, broadcast, transmit, or display any copyrighted or trademarked works (including without limitation, music, audio, or video recordings, art, etc.) that Customer may use or request to be used at the Event. By signing this Agreement, Customer agrees that it has full authority to use the trademarks, trade names, service marks, and other intellectual property given to Encore for use in connection with the Encore Services under this Agreement. Further, Customer permits Encore to include photos, renderings of set designs and other elements of Customer's event(s) as Encore may reasonably require in showing current or prospective customers examples of Encore's work.

29. INDEMNIFICATION.

(a) Encore will indemnify, defend, and hold harmless CUSTOMER and its parents, affiliates, subsidiaries, agents, directors, and employees (collectively, the "CUSTOMER Indemnitees") from and against any and all liabilities, suits, claims, causes of action, liens, losses, demands, investigations, damages, costs and expenses (collectively "Claims") brought or asserted against the CUSTOMER Indemnitees by a third party or suffered or incurred by

CUSTOMER Indemnitees as a result of such third-party Claims to the extent arising out of or related to the negligent acts, errors, or omissions of Encore, including its agents and employees and others under Encore's direction and control, in connection with the provision of Equipment or Services, or a breach of this Agreement by Encore.

(b) CUSTOMER will indemnify, defend, and hold harmless Encore and its parents, affiliates, subsidiaries, agents, directors, and employees (collectively, the "Encore Indemnitees") from and against all Claims brought or asserted against the Encore Indemnitees by a third party or suffered or incurred by Encore Indemnitees as a result of such third-party Claims to the extent arising out of or related to the negligence of CUSTOMER or its agents and employees and others under CUSTOMER's direction in control, a breach of this Agreement by CUSTOMER, or an intellectual property claim from a third party related to intellectual property given by CUSTOMER to Encore for use in connection with the Encore Services.

(c) Neither Party waives or will be deemed to have waived any defense because of the terms in this section.

30. **LIMITATION OF LIABILITY.** Under no circumstances will Encore be responsible for any indirect, incidental, special, punitive, or consequential damages (including, but not limited to, loss of revenues or profits, interest, earnings or use or other consequential economic loss) in connection with its obligations under this Agreement, whether arising in contract, tort, or otherwise in connection with the Event, even if such damages are foreseeable or Encore has been advised of the possibility of such damages. **ENCORE'S TOTAL LIABILITY IN THE AGGREGATE FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR ANY QUOTE, AND THE EVENT WITH RESPECT TO ANY EXPENSE, DAMAGE, LOSS, INJURY, OR LIABILITY OF ANY KIND (INCLUDING INDEMNIFICATION OBLIGATIONS) WILL BE LIMITED TO AND WILL NOT EXCEED AN AMOUNT THAT IS EQUIVALENT TO THE CHARGES TO BE PAID BY CUSTOMER IN RESPECT OF THE APPLICABLE EVENT.**

31. **FORCE MAJEURE.** The Parties' performance under this Agreement is subject to war, threat of war, terrorism, disasters, acts of God, infectious disease pandemic (including, but not limited to, COVID-19), government regulations, strikes, labor disputes, civil disorder, curtailment of transportation facilities, or any other emergency of comparable nature beyond the Parties' reasonable control, preventing or unreasonably delaying at least 50% of Event attendees from appearing at an Event or making it impossible, illegal or materially impracticable for a Party to perform its obligation under this Agreement ("Force Majeure Incident"). This provision shall become effective only if the Party failing to perform provides written notice to the other Party within a reasonable time of the extent and nature of the Force Majeure Incident, limits delay in performance to that required by the Force Majeure Incident, and takes all reasonable steps to minimize damages and resumes performance. Both Parties agree that, if possible, an Event affected by a Force Majeure Incident will be rescheduled to the first available opportunity after the Force Majeure Incident is no longer in effect such that the Event may proceed. In the event the Parties are unable to reschedule an affected Event so that it proceeds prior to the next scheduled Event set forth in this Agreement (or if there is no next-scheduled Event), the Parties agree: (a) the affected Event may be cancelled without a cancellation charge as set forth herein, except that Customer shall reimburse Encore for all work performed and all expenses committed or incurred prior to cancellation, with such reimbursement due and payable within fourteen days of invoice from Encore; and (b) the Term of this Agreement shall be extended by twelve (12) months such that Encore is the exclusive provider of Equipment and Services for an additional comparable Event held by Customer. Notwithstanding anything in this Section 31, in the event that a Force Majeure Incident occurs after a load-in for the relevant Event has started, then the cancellation fees in Section 6 shall apply.

32. **GRAPHICS & SIGNAGE SCHEDULES AND PRICE CHANGES.** If the Quote includes signage or graphics, Customer agrees to provide Encore with all signage and graphic copy and artwork in vector-based file according to Encore's Graphic Guidelines at least thirty (30) days from the first install date of the Event or as agreed upon and identified in the Quote. Any signage and graphic copy and artwork received after this deadline may be subject to additional charges amounting to a 20%-50% price increase; actual surcharge determined by the lateness and complexity.

33. **NOTICES.** Each Party will send notices to the other Party at the address set forth in the Agreement or to such other place as a Party may designate by written notice to the other Party. Notice will be sufficient and

effective the same day when delivered by hand or courier and three days when sent by certified mail return receipt requested and postage prepaid. Unless otherwise notified in writing, each Party will direct all sums payable to the other Party at its address in the Agreement for notice purposes.

34. GOVERNING LAW. Illinois law will govern and interpret the Agreement without regard to its conflict of laws principles.

35. SUCCESSORS AND ASSIGNS. This Agreement will be binding on any permitted successors and assigns. Encore may, without notice to CUSTOMER, engage third parties in connection with the Services provided that Encore will be fully responsible for the supervision of all such third parties.

36. SURVIVAL. Sections 25 (Confidential Information), 26 (Cooperation in Investigations), 28 (Intellectual Property), 29 (Indemnification), 30 (Limitation of Liability), 33 (Notices), 34 (Governing Law), 37 (Entire Agreement; Interpretation; Miscellaneous), and any other provision necessary for interpretation or which by its terms is to continue beyond the expiration or termination of this Agreement, will survive the expiration or termination of this Agreement.

37. ENTIRE AGREEMENT; INTERPRETATION; MISCELLANEOUS. The Agreement and these Terms and Conditions (as may be subsequently amended or supplemented as mutually-agreed) constitute the entire agreement between the Parties and supersedes any prior agreements, amendments, purchase orders, written communications of any kind, or other terms previously entered into by the Parties for the same services and may only be modified by written agreement signed between the Parties. This Agreement includes all attached exhibits, all of which are now incorporated by reference. The terms of any purchase order or other document issued by CUSTOMER will not bind Encore unless otherwise expressly agreed to by Encore in a signed writing. If any portion of this Agreement is found to be invalid or in violation of any law, that portion will be considered severed from the Agreement and will not affect the remainder of this Agreement. In the event of a conflict between the provisions of the Agreement and the provisions of these Terms and Conditions, the provisions of the Agreement will control. The individuals signing the Agreement each represent and warrant to the other that they have the proper authority to bind their respective parties. CUSTOMER agrees that this Agreement (and any subsequent Quotes or related documents) may be digitally scanned and electronically transmitted and that on acceptance by Encore of such signed document in digital, facsimile or other form, such signed document in Encore's possession will be deemed for all purposes to be an executed original. The Parties are acting herein as independent contractors and independent employers. Nothing here will create or be construed as creating a partnership, joint venture, or agency relationship between the Parties and no Party will have the authority to bind the other in any respect.