

ALTA PURCHASER TERMS AND CONDITIONS

1. By purchasing any Sponsorships, Advertising, Exhibit products, or Space at ALTA Events ("ALTA Products") from the American Land Title Association ("ALTA"), you the Purchaser ("Purchaser") accept and AGREE TO ABIDE BY THESE TERMS AND CONDITIONS ("T&C" or "Agreement") as part of the purchase of ALTA Products., Purchaser and ALTA are jointly referred to as "Parties."
2. **Effective Date.**

The Effective Date of the Purchaser's acceptance of these terms and conditions is the batch date on the invoice or order arising from the purchase. These are Terms and Conditions are acknowledged by Purchaser or their authorized representative or the receipt of any payment with an associated invoice related to the Purchase("Effective Date").
3. **Good Standing of Purchasers**

Purchasers must maintain their membership in good standing with ALTA for the duration of the provision of ALTA Products. Failing to remain a member in good standing with ALTA will constitute a material breach of the Terms and Conditions by the Purchaser, and will permit ALTA to terminate the Purchaser's rights to and ALTA's provision of ALTA Products provided for by the purchase without reimbursement to the Purchaser.
4. **Changes to ALTA Products.**

In the rare event that ALTA Products or provision of ALTA Products must be changed by ALTA based on circumstances, Purchaser will be contacted with an opportunity to reallocate their contribution to another event or item. If mutually agreed to by the Parties, Purchaser may be allowed to reallocate their contribution to a future year or event.
5. **Purchaser Exclusivity, and Disclosure of Purchaser's Events.**
 - 5.1. Unless specifically designated in a written Agreement between the Parties, ALTA Products are not exclusive to a single Purchaser.
 - 5.1.1. As it applies to ALTA Events, ALTA Products are not exclusive to any entity, even within a single ALTA Event.
 - 5.1.2. Unless agreed to by the parties through a separate agreement, provision of Meeting Space may be used by other Purchasers or third-parties during the same ALTA Event.
 - 5.2. ALTA may, at its discretion, disclose to other sponsors or Purchasers the date, time and location of any events hosted by other sponsors at an ALTA Event to aid in planning.
6. **ALTA Events and Permission for Meeting Rooms, Spaces and Hospitality Hubs.**
 - 6.1. "ALTA Events" include any program, conference, or meeting hosted, promoted, or managed by ALTA for which participants may be present on location. Third party participation, backing, advertising, naming, or sponsorship does not change the characterization from being an ALTA Event, and the program, conference or meeting does not need to be identified specifically as an ALTA Event in the naming or other ALTA materials to be an ALTA Event.
 - 6.2. Purchaser acknowledges the Event Location must obtain written approval from ALTA before contracting meeting rooms, event spaces and suites sufficient for use as a meeting or hospitality space at a facility location of the ALTA Event during any part of the ALTA Event ("Meeting Space").. Meeting Space includes any and all space in or around all buildings connected or adjacent to the Event Location, and does not require that the Meeting Space is specifically listed in any marketing, Floor Plan, or similar material produced by ALTA.
7. **Exhibiting at ALTA Events.**
 - 7.1. **APPLICATION AND ELIGIBILITY:** The application for a for a vendor booth or vendor space at an ALTA Event (collectively, "Vendor Space") should be made by an individual who has the authority to act for the Purchaser and the application may be made:
 - 7.1.1. via ALTAs website at <https://portal.altas.org/exhibits/upcoming-exhibits>, or
 - 7.1.2. via a written request to an ALTA Staff member who will purchase the Booth on behalf of an Purchaser. Following a purchase under this subsection an invoice will be sent to the Purchaser for payment,
 - 7.1.3. Applicant understands that it is not guaranteed Vendor Space until the sale is confirmed by ALTA.
 - 7.1.4. ALTA reserves the absolute right to decline any application or revoke previously provided approval for Vendor Space at an ALTA Event for any reason, including without limitation if, in ALTA's judgment, the products or services to be shown or demonstrated are not applicable to the title, mortgage or real estate businesses, are inconsistent with the stated purposes of ALTA or the interests and welfare of its members, or are unreasonably duplicative of services or products offered by or available from ALTA or any of its affiliates, subsidiaries or exclusive sponsors.
 - 7.1.5. ALTA reserves the right, in its sole discretion, to limit the types of companies and products represented at any ALTA Event, to accept or reject applications, and to assign or reassign booth space as it deems appropriate. ALTA reserves the right in its sole discretion to restrict, prohibit, or evict any Purchaser or Purchaser representatives not complying with these terms and conditions.
 - 7.2. **CHARACTER OF THE EVENT:** An entity provided with Vendor Space by ALTA at an ALTA Event ("Purchaser") agrees to

- operate its Vendor Space in a manner that is in keeping with the character and spirit of the ALTA Event and to refrain from behavior that has the effect of disturbing or disrupting the operations of other Exhibits. This includes the use of excessive audio visual or audio amplification without permission from ALTA, or the use of materials that may be objectionable, offensive, inappropriate or illegal. Purchaser agrees to exhibit only products and services made available by the Purchaser in the regular course of its business to companies eligible for membership with ALTA. Purchaser agrees to not utilize its exhibit to denigrate ALTA, its members or another Purchaser. ALTA reserves the right to take any or all of the following actions in its sole discretion if ALTA determines that Purchaser has or will violate any provision of this paragraph:
- 7.2.1. To close any Vendor Space,
 - 7.2.2. Instruct security to remove any or all exhibit personnel, or
 - 7.2.3. Order the removal of any audio visual device if a Vendor Space is found to be too loud, disruptive, disturbs other exhibits, or violates this Contract.
- 7.3. **BOOTH SPACE:** All Booths and related equipment ("Booths") will generally be located in a large space at the Event Location, ("Exhibit Hall"), which may be referred to by a different name at the Event. Upon the Agreement of the Parties, Booths may be located in other spaces in the ALTA Event. Since the Exhibit Hall is dependent on the event's hosting facility, no specific representation is made as to the size of the Exhibit Hall, and any room assignment or anticipated size of the Exhibit Hall may be changed by ALTA without prior notice to the Purchaser.
- 7.4. **FLOOR PLAN, BOOTH SIZES AND OTHER SPACES:** Classification of booths and spaces and the Vendor Space assignments in the ALTA Event will be determined by ALTA in its sole discretion and will be identified in the Exhibit Hall floor plan ("Floor Plan"), and/or Media Kit ("Media Kit"). Due to the great number of companies exhibiting similar or related product lines, ALTA cannot guarantee that a company exhibiting similar products (including a Purchaser's or Purchaser's direct or indirect competitor) will not be located in a nearby or adjoining Booth or space. ALTA will make every effort to maintain the general configuration of the Floor Plan and booth size for the Exhibit Hall as outlined in the Floor Plan. However, ALTA reserves the right to modify the Floor Plan and/or Vendor Space if necessary, as determined solely by ALTA, at any point up until the vendor set up at the event. ALTA will inform any Purchaser whose Booth or space impacted by any change in Floor Plan.
- 7.5. **VENDOR SPACES, BOOTH DISPLAY, AND EQUIPMENT:**
- 7.5.1. **OFFICIAL DECORATOR:** The official decorator for an Event, the "Decorating Company" is appointed solely by ALTA, will be detailed in respective Floor Plan.
 - 7.5.2. **VENDOR SPACE ARRANGEMENT:** Booths, exhibit equipment, supplies and any Purchaser associated paraphernalia shall be arranged to not obstruct the general view nor hide other Booths or Purchasers displays. Purchaser agrees to maintain its Booth or Vendor Space in a tidy and well-kept manner and will not dispose of any trash or unwanted items anywhere other than a proper designated trash or disposal container and in the event of any spillage, will promptly take efforts to clean the area and enlist the assistance of Event Location staff as needed. Booths and Vendor Spaces will not be permitted to interfere with the use of other exhibits or impede access to them or the free use of aisles. Plans for specially built designs not in accordance with regulations should be submitted in writing to ALTA's Chief Operations Officer or other ALTA Designee before construction is ordered so ALTA may evaluate and respond in writing to the request, and such designs are only permitted if ALTA approves the designs in writing. All such construction may only be performed by the Decorating Company or the Event Location employees.
 - 7.5.3. **BACK WALLS:** Regular and specially built back walls, including signs, may not exceed an overall height of 8'. The 8' height restriction applies to all Booths and Vendor Spaces. Side rail dividers, between booths, should not exceed 38" in height unless explicitly permitted by ALTA in writing.
 - 7.5.4. **SIGHT LINES:** To provide each Purchaser with unobstructed sight lines from aisles, Booths and Vendor Spaces are restricted in the dimensions of their walls. Standard Booths are restricted in that their side wall "wings" can only be 8' high in the part of the Purchaser's space that is 5' from the aisle line. The remaining 5-foot side rails are restricted to a 4' height. Similarly, Booth furniture or fixtures more than 4' high must be located behind this 5' sight line. For a peninsula booth that is surrounded on three sides by aisles, these sight line restrictions also apply, i.e. when the Booths adjoin on the end of a row, an 8' back wall can be no more than 10' wide set in the center of the two Booths.
 - 7.5.5. Booth equipment and furniture that is not described in the Floor Plan may be rented from the Decorating Company directly and without the involvement of ALTA. all costs associated with such rental are to be borne by the Purchasers and paid directly to the Decorating Company.
- 7.6. **DISPLAY AND COMBUSTIBLES:**
- 7.6.1. Literature on display shall be limited to reasonable quantities. Reserve supplies shall be kept in closed containers and stored in a neat and compact manner.
 - 7.6.2. No flammable liquids are allowed in the building. Painting or spraying of toxic or flammable materials is prohibited. Smoking is prohibited in all areas except those designated by the Fire Department. These areas may be equipped with ashtrays and receptacles designed for discarded smoking materials.
 - 7.6.3. **PROTECTION OF THE EVENT LOCATION.** Nothing shall be posted on, or tacked, nailed, screwed or otherwise attached to columns, walls, floors or other parts of the Event Location without permission from the proper building authority. Packing, unpacking and assembly of Booths shall be done only in designated areas and in conformity with the direction of ALTA, or the Decorating Company. Purchasers assume all responsibility for compliance with all federal, state, and local regulations and ordinances, including those covering fire, safety, and health. All Booth and Purchaser equipment and materials must be located within the Booth and be protected by safety guards and devices where necessary. Only fireproof materials may be used in displays and

necessary fire precautions shall be taken by the Purchaser. Required exit doors, exit lights, fire alarm sending stations, wet standpipe hose cabinets and fire extinguisher locations shall not be concealed or obstructed by any decorative material. Electrical wiring must conform to all federal, state, and local government requirements, including the National Electric Code safety rules. If the premises are defaced or damaged by an act of negligence or intentional actions by any Purchaser, its agents, or guests, the Purchaser will pay the sum deemed necessary for complete restoration to previous conditions.

- 7.6.4. **FLAME RETARDANT MATERIALS:** All decorations, drapes, signs, banners, sails, acoustical materials, hay, straw, moss, split bamboo, plastic cloth, and similar decorative materials shall be flame-retardant to the satisfaction of the Fire Department by either a State Fire Marshall's certification of flame retardancy or the ability to pass a field flame test; however, nothing in this section shall be held to prohibit the display of saleable goods permitted and offered for sale.
 - 7.6.4.1. When used as interior wall or ceiling finish, carpeting and similar materials having a napped, tufted, looped or similar surface shall have a Class 1 flame-spread classification. Any material having a brushed or napped finish, such as but not limited to carpeting materials, shall have a flame spread rating of not more than 25 regardless of location or occupancy.
 - 7.6.4.2. Unframed rigid combustible decorative material and assemblies of materials not more than 1/4 inch in thickness used for folding doors, room dividers, decorative screens, and similar applications and which are installed with all edges protected shall conform to the following: All exposed edges shall be protected with frames of metal or other noncombustible material, or solid wood of minimum 1/4 inch dimension. The total square foot area of the material shall not exceed 10% of that of the floor area of the room/ booth in which material is installed.
- 7.7. **BOOTH OPERATIONS:**
 - 7.7.1. **HOURS OF OPERATION:** ALTA may from time to time promulgate such reasonable regulations governing the hours of access to the Exhibit Hall and eligibility for admission. All Booth must remain intact until the official closing hour of the exhibits. Dismantling of Booths begins at or after the official close of the Exhibit Facility as outlined in the conference program. ("Official Closing Hour"). If the Purchaser begins dismantling before Official Closing Hour Purchaser may be subject to a \$1,000.00 fine and at ALTA's discretion may receive last or later selection for exhibit Booth space for Purchaser's next exhibiting event. Purchaser shall not be liable for early dismantlement that is necessary as a result of causes beyond Purchaser's reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.
 - 7.7.2. **BOOTH CLEANLINESS AND HYGIENE:** Sponsors are responsible for maintaining their Booths and Vendor Spaces in a clean and hygienic state. All spillages of liquids or solids must be immediately cleaned up by either the Purchaser or by arrangement with the ALTA Event location staff. Purchasers shall be liable for any and all costs associated with such cleaning. If an Purchaser fails to clean its Booth or Vendor Space in a timely manner, ALTA may its sole discretion instruct ALTA Event location hotel to perform a cleaning of the Booth or space and the Purchaser will be liable for any and all charges associated with such cleaning.
 - 7.7.3. **SALES:** Direct over-the-counter cash sales will be permitted. The Purchaser is responsible for collecting and remitting taxes in accordance with federal, state, and local requirements.
 - 7.7.4. **PRIZE DRAWINGS:** Purchasers may hold prize drawings at their individual Booths as desired. All prizes must be of a tasteful nature and in the spirit of the event. Where prizes are large or expensive in nature (more than \$1,000) Purchasers must consult with ALTA first and obtain written permission to use the prize as part of their draw.
 - 7.7.5. **MUSIC:** In general, Purchasers may use sound equipment in their Booth and Vendor Spaces as long as the noise level does not disrupt the activities of neighboring Purchasers. Speakers and other devices must be positioned so as to direct sound into the Booth or space rather than into the aisle. SOUND and NOISE MAY NOT EXCEED 80 DECIBELS. In the event Purchaser plays recorded music in its assigned Booth or Vendor Space, Purchaser warrants that it will have obtained appropriate licenses and the authority to use such copyrighted music, and that it will comply with all terms and conditions of said licenses.
 - 7.7.6. **PROMOTIONAL MATERIALS:** Purchasers shall not distribute to the persons attending the ALTA Event and the related conference any printed matter, including without limitation, company specific promotional materials; and complimentary newspapers and other periodicals; samples; souvenirs and the like, except from within Booth space or with the specific permission of ALTA. Distribution from booth-to-booth, or in the aisles, is forbidden, and Purchasers must confine their exhibit activities to the leased Booth or Vendor Space unless permission from ALTA has been obtain prior. The Purchaser warrants further that it is the sole owner of all copyrighted materials appearing in its Vendor Space, or in the alternative, that it has obtained appropriate licenses to display such materials.
 - 7.7.7. **BALLOONS:** ALTA and the ALTA Event facility must approve all helium balloons. Purchaser agrees not to use any materials, including balloons, on Event Location that will injure, mar, or in any manner deface any surface or any equipment contained herein.
- 7.8. **BOOTH OR VENDOR SPACE RESERVATION, PAYMENT & CANCELLATION:**
 - 7.8.1. Reservations may be made with a 100% cash deposit for each Booth and Vendor Space requested. If Purchaser's Booth choices are not available, space may be assigned which is most similar to the Purchaser's first choice in location. In the event that a Booth space is reserved by ALTA on behalf of an Purchaser, ALTA will issue an invoice for the full amount and the reservation will not be confirmed until the payment is received.
 - 7.8.2. **Payment.** Purchasers are required to pay the invoice in the full amount by the due date on the invoice, but in

all instances full payment must be paid no later than sixteen (16) weeks before the start of the ALTA Event unless otherwise agreed to by both Parties in writing. If the balance is not paid in full by this date, ALTA may resell, reassign, or reuse the Vendor Space. No Purchaser will be permitted to erect a display until the Booth and Vendor Space fee is paid in full.

- 7.8.3. Cancellation. Any cancellation must be submitted in writing to the ALTA Chief Operations Officer or Designee. If notification is received on or before cancellation cut-off date, ALTA will refund 40% of the amount paid. Cancellations after this date obligate the Purchaser to pay the full rental amount and forfeiture of all monies paid. No Booth refunds will be issued after this date. All checks and payments should be made payable to the American Land Title Association or payment by credit card through ALTA's website, www.alta.org.

- 7.8.4. Cancellation cut-off dates:

7.8.4.1. ALTA Edge 2025 Cancellation Cutoff Date is: Dec 12th, of the year prior to the event

- 7.9. ALTA ONE 2025 Cancellation Cutoff Date is: 12:00 PM ET June 17th, of the year of the event PURCHASER'S REPRESENTATIVE: The Purchaser will name one individual as its duly authorized representative, to have charge of the exhibit, and hereby accepts and assumes responsibility for such representative or named alternates being in attendance at its Booth or Vendor Space at all times throughout Exhibit Hall open periods.
- 7.10. FAILURE TO OCCUPY SPACE: Any Booth or Vendor Space not occupied by one hour prior to the opening of the Exhibit Hall as outlined in the Event program as detailed in the respective Meeting Website Schedule found at <https://www.alta.org/events/> or Floor Plan, will be forfeited by Purchaser, and its Booth or Vendor Space may be resold, reassigned, or used by ALTA without refund of rental price, unless arrangements for delayed occupancy have received prior written approval by ALTA. If a crated, constructed display is not set up by the time outline above it is agreed ALTA reserves the right to authorize setup, using resources of its choice and the cost for such service will be charged to the Purchaser, which may or may not include additional overtime charges, at ALTA's sole discretion, and the Purchaser hereby agrees to pay such charges upon receipt of an invoice from ALTA.
- 7.11. CANCELLATION OF EVENT: In the event of cancellation or postponement of the ALTA Event due to fire, strikes, government relations, or other causes beyond the control of ALTA, ALTA may, at its sole discretion, refund as large a portion of the exhibit fee as it deems consistent with the expenditures and commitments already made.
- 7.12. LIABILITY INSURANCE: Neither the ALTA, the employees, contractors and or subcontractor thereof, the ALTA Event location nor their officers, agents, employees, assigns and contractors, Decorating Company and the employees thereof, nor any member of ALTA will be responsible for any injury, loss, or damage that may occur to the Purchaser or the Purchaser's employees or property, prior, during, or subsequent to the period of the ALTA Event, provided said injury, loss, or damage is not caused by the gross negligence or willful misconduct of one or more of the aforementioned parties. The Purchaser expressly releases the foregoing names, associations, individuals, committee, and firms from any agreement to indemnify same against any and all claims for such loss, damage, or injury. It is agreed expressly that neither ALTA nor ALTA Event location, nor Decorating Company shall be held liable or accountable for any losses, damages, or injuries which may be sustained or incurred by any person whomsoever, who may be on the premises leased by or assigned to the Purchaser, including (but not limited to) any agent, employee, or representative of any Purchaser, provided that such injury, loss or damage is not caused by the gross negligence or willful misconduct of one or more of ALTA, ALTA Event location or Decorating Company. The Purchaser expressly agrees that he will hold, keep, save harmless, and indemnify ALTA, ALTA Event location or, Decorating Company from any and all such claims. The Purchaser agrees to protect, save, and keep ALTA, Event Location forever harmless from any damage or charges imposed for violation of any law or ordinance, whether occasioned by the negligence of the Purchaser or those holding under the Purchaser. The Purchaser shall at all times protect, indemnify, save, and keep harmless ALTA, Event Location against and from any and all loss, cost, damage, liability, or expense arising from or out of or by reason of said Purchaser's occupancy and use of the exhibition premises or a part thereof if such injury loss or damage is due to Purchaser's gross negligence or willful misconduct.
- 7.13. SHIPPING & STORAGE: The Event Location does not accommodate the storage of Booth equipment or exhibit materials. All shipments for a Booth or space must be directed to the Decorating Company. Shipping instructions will be included in the respective Event Floor Plan available on ALTA's website <https://www.alta.org/business-operations/industry-partners/advertise-with-alta>. Advanced shipments to the Event Location will be directed to the Decorating Company warehouse for storage and delivery to the Purchaser's Booth at show time, at the Purchaser's expense.
- 7.14. NO WAIVER OF RIGHTS. All waivers must be made in writing, and failure at any time to require the other party's performance of any obligation under this Contract will not affect the right subsequently to require performance of that obligation. No waiver or any breach of any provision of this Contract will be construed as a waiver of any continuing or succeeding breach of such provision or a waiver or modification of the provision.
- 7.15. SEVERABILITY. In the event that any of the provisions of this Agreement are held to be unenforceable by a court or arbitrator, the remaining portions of this Contract will remain in full force and effect, but only to the extent that giving effect to the remaining provisions hereof is in accordance with the intent of the parties.

8. Relationship of Parties.

- 8.1. The Parties are independent contractors with respect to one another. Nothing in these T&C shall create any association, joint venture, partnership, or agency relationship of any kind between the Parties.

9. Indemnification.

- 9.1. In addition to any other provision of this T&Cs document providing indemnification or other assurances, each Party

shall indemnify and hold harmless the other Party, its related entities, partners, agents, officers, directors, employees, attorneys, heirs, successors, and assigns from and against any and all claims, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of every kind incurred as a result of: (i) any act or omission by a Party or its officers, directors, employees, or agents as necessary under this Agreement; (ii) any use of a Party's name, logo, Web site, or other information, products, or services provided by a Party; (iii) the inaccuracy or breach of any of the covenants, representations and warranties made by a Party in this Agreement, or (iv) the violation of any hotel policy or local ordinance. This indemnity shall require the payment of costs and expenses by the breaching Party as they occur. This section shall survive any termination or expiration of this Agreement.

10. Information Security.

- 10.1. Parties agree to use industry standards with respect to data security protective measures to guard against the unauthorized use or release of non-public personal information (as such term is defined in the National Institute of Standards and Technology), and to also comply with applicable state privacy laws governing the handling of personal information (whether non-public or public). Each Party will indemnify the other Party from any third-party claims arising from the indemnifying Party's breach of this section.

11. General Provisions.

- 11.1. Insurance. Parties agree that they will, to the extent applicable, carry and maintain insurance at its own cost and expense in an amount sufficient to meet its obligations under this Agreement including but not limited to Section 9.12.
- 11.2. Warranties. Each Party covenants, warrants and represents that it shall comply with all laws and regulations applicable to this Agreement and the performance of its obligations, and that it shall exercise due care and act in good faith at all times in the performance of its obligations hereunder. The provisions of this section shall survive termination of this Agreement.
- 11.3. Force Majeure. Neither Party shall be declared in default by reason of any failure to comply with the terms of this Agreement, if such failure is due to acts of God, acts of government, or any cause or condition beyond Party's control, whether foreseeable or not.
- 11.4. Binding Effect. The acceptance of these T&C shall bind the Parties, their respective heirs, personal representatives, successors and assigns.
- 11.5. Compliance with Laws. Both Parties will perform their respective obligations under this Agreement in compliance in all material respects with all applicable laws, rules and regulations.
- 11.6. Governing Law and Jurisdiction. These T&Cs shall be governed by and interpreted in accordance with the laws of the District of Columbia without regard to its conflict-of-laws or choice-of-law principles. Jurisdiction will solely be with the courts of the District of Columbia.
- 11.7. Assignment. These T&Cs, or the rights granted under it, may not be assigned, transferred or sub-licensed by either Party without the express prior written consent of the other Party.
- 11.8. Dispute Resolution. The Parties agree that any disputes in any way arising out of or related to this Agreement will be resolved by a good faith attempt to negotiate a solution to their differences. The Parties shall first attempt in good faith to negotiate a solution to their differences within a thirty (30) day period.
- 11.9. Entire Terms and Conditions. These T&C and all its attachments constitute the entire agreement between the Parties and supersede all prior agreements, oral or written, relating to the purchasing of ALTA Products. The T&C may only be amended in a writing signed by both Parties.

12. Hotel Policies and Local Ordinances.

- 12.1. Purchaser acknowledges they are aware of all hotel or venue policies, local ordinances or other requirements affecting the use of any event space, placement of signage or use of audio/visual technology in conjunction with events sponsored during any ALTA Program. For additional information, please contact the facility hosting the ALTA Event.