SPONSOR/EXHIBITOR TERMS AND CONDITIONS

1. Definitions: As used herein, "2027 API" or "Exhibition" shall refer to the API Pipeline Conference and Expo. Also as used herein, "exhibitor," "applicant" and "company" shall refer to the party submitting an Application and Agreement to sponsor and/or exhibit at the 2027 API Pipeline Conference and Expo. The American Petroleum Institute ("API") will handle all pre- show and on-site decisions, and its decisions will be final. These Terms & Conditions become valid upon exhibitors' electronic acceptance during the application submission process.

2. Cost: See the 2027 API Pipeline Conference and Expo Sponsor and Exhibitor Prospectus. Additional costs, including but not limited to booth build out, audiovisual needs, shipping and material handling are the responsibility of the exhibitor.

3. Payments: Sponsorship and/or exhibit fees are based on the level selected, as outlined on the event website and during the registration process. Full payment is due at the time of registration unless an invoice is requested. Credit card payments are accepted. For invoiced payments, payment is due within thirty (30) days of invoice issuance or by **Friday, March 5, 2027,** whichever occurs first. Regardless of the payment method selected, full payment must be received by API no later than **Friday, March 5, 2027. Sponsorship benefits and exhibit space are not guaranteed until payment has been received in full.** API reserves the right to release any unpaid sponsorship or exhibit space if payment is not received by the applicable deadline.

Checks, ACH, and Wire Transfers: Reference the invoice number so payment is applied appropriately. All checks are to be made payable to American Petroleum Institute, P.O. Box 1425, Merrifield, VA 22116-1425, USA. Checks must be in U.S. currency and drawn on a U.S. bank. A $25.00 transaction fee is due for each wire transfer received in a currency other than U.S. dollars; please add this amount to the original payment.

Payment Requirements: No sponsor or exhibitor admission credentials will be distributed until payment is received in full. Exhibitors with outstanding balances will not be permitted to access or set up exhibit space or receive contractor orders until paid in full.

4. Cancellation: A sponsor or exhibitor may cancel or withdraw from the event subject to the following terms and conditions:

- **Written Notice:** All cancellation requests must be submitted in writing to registrar@api.org. The effective date of cancellation shall be the date API receives written notice.
- **Cancellation On or Before Friday, March 5, 2027:** If written notice is received on or before Friday, March 5, 2027, API will retain 50% of the total contracted sponsorship and/or exhibit fee.
- **Cancellation After Friday, March 5, 2027:** If written notice is received after Friday, March 5, 2027, API will retain 100% of the total contracted sponsorship and/or exhibit fee.
- **Refunds:** Any refunds due will be issued within sixty (60) days following the conclusion of the event.
- **Additional Provisions Applicable to Exhibitions**: In the event of cancellation, API shall have the right to use said space to suit its own convenience, including selling the space to another exhibitor, without any rebate or allowance to the cancelled exhibitor. API assumes no responsibility and the exhibitor waives any claims against API for having included the name of the cancelled exhibitor or description of their products in the show catalog, brochures, news releases, or other materials concerning the show.
- **Release of Exhibit Space**: Upon cancellation, API reserves the right to reassign, resell, or otherwise utilize the exhibit space without any additional refund or credit beyond what is expressly provided in this agreement.
- **Promotional Materials:** API shall not be responsible for the continued inclusion of a cancelled exhibitor's name, logo, or product descriptions in event materials produced or distributed prior to receiving written notice of cancellation.

5. Assignment of Space: Whenever possible, space assignments will be made based on the location preferences requested by the exhibitor. API reserves the right to make the final determination of all space assignments in the best interests of the overall Exhibition.

6. Right of Refusal: API reserves the right to refuse rental of display space to any company whose display of goods, service or machinery is not, in the opinion of API, compatible with the general character and objectives of the Exhibition.

7. Floor Plan Layout Changes: All exhibitors should frequently review their space location and changes to neighboring booths/areas for updates, available through the official 2027 API Pipeline Conference and Expo website. While API may send out updates to the layout, it is the exhibitor's responsibility to inform itself of changes to the assigned area. Alterations to the initial printed plan may occur and API is not responsible for changes which may alter a participating exhibitor's selection of space. If a specific exhibitor is impacted by an adjacent major layout configuration, API will notify them directly.

8. Subletting of Space: The exhibitor agrees not to assign, sublet or apportion space or any part thereof contracted for, nor to exhibit, advertise or offer for sale merchandise or services other than those manufactured or sold by exhibitor company in the regular course of business. Example: when articles are required for the proper demonstration or operation of exhibit displays, identification of such articles shall be limited to the regular name plate, imprint or other identification, which in standard practice appears normally on the article. Exhibitors may not permit non-exhibiting company representatives to work in their booths except their own dealers and representatives.

9. Sharing of Booths: Co-sponsoring or co-exhibiting is not permitted. Conference signage, program, and website will include only one company name.

10. Ancillary Events: Attendees, sponsors/exhibitors, and other companies are prohibited from conducting ancillary activities or events during conference hours, including receptions.

11. Default of Occupancy: Any exhibit space not occupied by 6:00 p.m. on Sunday, May 2, 2027 shall be forfeited by the exhibitor, and the space may be resold, reassigned, or used by API without refund, unless a request for delayed occupancy has received prior approval by API.

12. Failure to Hold Exposition: Should any contingency prevent API's holding of the 2027 API Pipeline Conference and Expo, API shall refund all monies paid within 60 days of the notice of intent to cancel. The exhibitor waives all claims for damages. If, for any reason, the Exhibition is deferred, monies already paid will be automatically transferred to the new dates, and the exhibitor waives all claims for damages or recovery of payments made.

13. Exhibit Hours: Exhibitors are required to keep at least one attendant in their booth during all show hours, subject to removal of their exhibit from the show at the company's expense. Exhibitor will not tear down booth early and will keep their booth up for the duration of exhibit hours.

14. Exhibit Booth Displays: Please refer to the specific rules and regulations that will be included in the Exhibitor Service Manual for all related rules and regulations regarding heights, sightlines, demonstration areas and signage. Exhibitor agrees not to use any display that API determines, in its absolute discretion, will endanger person or property, is in bad taste, or will violate the booth regulations or any other provision of these Terms & Conditions. In the event API determines at any time that any exhibit violates these Terms & Conditions and the exhibitor is unable or unwilling to cure or correct such violation, API may terminate exhibitor's participation in the Exhibition immediately and forbid erection of the exhibit or may remove or cause the exhibit to be removed at the exhibitor's expense, and the exhibitor hereby waives any claim for refund of the exhibit booth or other damages arising out of such termination and/or exhibit removal. Any exhibitor who is uncertain as to whether an exhibit is in compliance with all applicable regulations and requirements should contact API immediately.

15. Exhibit Staff Registration: All exhibitors and booth personnel are required to register. Badges will be available upon arrival. Registrations are not transferable.

16. Liability, Insurance: Exhibitors shall assume, and shall indemnify, hold harmless and defend API and their respective members, officers, directors, employees, contractors and agents (collectively "API Parties") from and against, any and all claims, damages, liabilities, costs (including reasonable attorneys' fees) and expenses (collectively, "Claims") arising out of or in any way relating to exhibitor's acts or omissions while a participant of the 2027 API Pipeline Conference and Expo, including but not limited to any Claims arising out of or in any way related to any bodily injury or property damage caused by exhibitor's acts or omissions. Additionally, exhibitors hereby waive, and release API Parties from, any claim against API Parties for damages or to liabilities of any kind, type or nature (including but not limited to any damage to property or business or injury to persons) arising out of or in any way relating to the Exhibition, except to the extent caused by an API Party's gross negligence or willful misconduct. In no event shall exhibitor be entitled to claim, and exhibitor hereby waives the right to claim, any special, consequential, indirect or punitive damages arising out of or relating to these Terms & Conditions.

17. Personal Property: Exhibitor acknowledges that any/all property of exhibitor, including any personal properties of individuals, are the sole responsibility of such exhibitor and API will not assume any liability for such properties in the event of fire, theft, mysterious disappearance or any loss of physical damage or any indirect damage as a result thereof.

18. Additional Insurance: Additional insurance requirements, minimum coverage and liability are outlined in the API Exhibitor Service Manual, which is incorporated herein by reference.

19. Assignment: Neither API nor the sponsor/exhibitor may assign their rights under this Agreement without the express written consent of the other party. API is unable to sign counter-agreements or third-party agreements.

20. Children: No children under the age of 18 years may be brought onto the exposition floor prior to, during or after set-up/dismantle hours and all show hours.

21. General Requirements: API reserves the right to amend or supplement these Terms & Conditions as necessary. Any such amendments or additions shall be equally binding on all sponsors and exhibitors and shall become part of these Terms & Conditions.

22. API Code of Conduct: API values the participation of each person attending our events and is dedicated to providing a positive conference experience for everyone. Conference participants, including all attendees, guests, speakers, exhibitors, sponsors, volunteers, vendors and staff, are expected to conduct themselves with courtesy and respect. Inappropriate behavior of any kind will not be tolerated. Any participant who violates these principles may be asked to leave the conference at the sole discretion of API.