



EXP EVENT SPONSORSHIP TERMS AND CONDITIONS

SECTION 1. GENERAL TERMS

THESE EXP EVENT SPONSORSHIP TERMS AND CONDITIONS (hereinafter, these “**Sponsorship T&Cs**”) are entered into by and between eXp (as defined in the Form), and Sponsor (as defined in the Form, and hereinafter “**You**”, “**Your**”, and “**Sponsor**”), and effective as of the date that certain Event Sponsorship Form (“**Form**”) between the Parties is fully executed (“**Effective Date**”). You and eXp may be collectively referred to herein as the “**Parties**” and singularly as a “**Party**.” These Sponsorship T&Cs shall apply to Your sponsorship of the Event (as defined in the Form) as further described in the Form duly executed by the Parties and shall be incorporated into such Form in its entirety and made a part thereof. These Sponsorship T&Cs (including its Schedules), together with the Form, and any other documents incorporated into the Form by reference, including but not limited to eXp Brand Guidelines, and the applicable sections of the eXp Corporate Event Terms and Conditions (“**Event T&Cs**”) shall be referred to as the “**Agreement**.” Defined terms used but not otherwise defined in these Sponsorship T&Cs shall have that meaning as ascribed in the Form. The Event, as defined in the Form, may be conducted in-person or virtually. If the Event is conducted virtually, all defined terms within these Sponsorship T&Cs that refer to physical concepts (such as, for example only, and without limitation, the term “Exhibit Booth Space”) shall be automatically modified to apply to their non-physical, virtual counterpart.

SECTION 2. DEFINITIONS

(a) “**Action**” means any claim, action, cause of action or suit (whether in contract or tort or otherwise), litigation (whether at law or in equity and whether civil or criminal), controversy, assessment, arbitration, investigation, hearing, charge, complaint, demand, notice or proceeding to, from, by or before any Governmental Authority.

(b) “**Affiliate**” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term “**control**” (including the terms “**controlled by**” and “**under common control with**”) means the direct or indirect power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise/ownership of more than ten percent (10%) of the voting securities of a Person.

(c) “**Applicable Law**” means any and all laws, ordinances, constitutions, regulations, statutes, treaties, rules, codes, licenses, certificates, franchises, permits, principles of common law, requirements and orders adopted, enacted, implemented, promulgated, issued, entered or deemed applicable by a Governmental Authority having jurisdiction over a specified Person or any of such Person’s properties or assets.

(d) “**Brochures**” means the digital and/or print written materials of eXp promoting the Event that have been or will be sent by eXp to prospective Event attendees.

(e) “**Confidential Information**” shall have the meaning described in Section 11.

(f) “**Exhibitor Information Package**” means the Agreement, and other information



sent to You from eXp concerning the Event including any Event guidelines.

(g) **"Force Majeure"** shall have the meaning described in Section 17.

(h) **"Governmental Authority"** means (i) any federal, state, province or local or any foreign government, or political subdivision thereof, (ii) any authority, agency or commission entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power, (iii) any court or tribunal (or any department, bureau or division thereof), or (iv) any arbitrator or arbitral body.

(i) **"Intellectual Property"** for purposes of the Agreement means (i) trade names, registered and unregistered trademarks, service marks, logos and any applications therefor (collectively, **"Trademarks"**); (ii) all patents, patent applications and invention disclosures, including the inventions and improvements described and claimed therein; (iii) all registered and unregistered copyrights in both published and unpublished works; (iv) such Party's know-how, trade secrets, ideas, confidential or proprietary information, software (both object and source code), technical information, data, process technology, plans, drawings, inventions and discoveries, whether or not patentable, and (v) internet web sites, internet domain names, keywords, keyword values and attributes, keyword clusters and clustering techniques, advertisement creative and account organization on search engines.

(j) **"Marketing Materials"** shall have the meaning described in Section 8(c).

(k) **"eXp Content"** shall have the meaning described in Section 8(b).

(l) **"eXp Trademarks"** shall have the meaning described in Section 8(b).

(m) **"Person"** means an individual, corporation, partnership, joint venture, limited liability entity, Governmental Authority, unincorporated organization, trust, association, or other entity.

(n) **"Sponsorship Activities"** shall have the meaning described in Section 8(b).

(o) **"Sponsorship Benefits"** shall have the meaning described in Section 4.

(p) **"Sponsorship Period"** means the period from Your first day of the sponsorship of the Event through the completion of the Event, or earlier cancellation of the Event or termination as provided by this Agreement prior to completion of the Event.

(q) **"Sponsor Content"** shall have the meaning described in Section 8(a).

(r) **"Sponsor Materials"** shall have the meaning described in Section 9(c).

(s) **"Sponsor Trademarks"** shall have the meaning described in Section 8(a).

(t) **"Term"** shall have the meaning set forth in Section 13.

(u) **"Event"** means the event as defined in the Form that may be conducted in-person or virtually, as defined in the Form.

(v) **"Exhibit Area"** means the physical or virtual area, as applicable, comprising all spaces consisting of Exhibit Booth Space of sponsors of the Event.

(w) **"Exhibit Booth Space"** means the specific physical or virtual space, as applicable, in the Exhibit Area assigned to You for the duration of the Event. The Exhibit Booth Space is part of the Exhibit Area.

(x) **"Event Materials"** means the written materials of eXp distributed electronically and/or in print form by eXp to registered Event attendees.



(y) **“Exhibit”** means Sponsor’s promotional display, which shall occupy the Exhibit Booth Space.

**SECTION 3.
SPONSOR OF THE EVENT**

You agree to sponsor the Event scheduled to be held on the Event Dates (as defined in the Form) and at that Event Venue (as defined in the Form) at the Sponsorship Level (as defined in the Form) pursuant to the terms set forth in the Agreement. eXp in no way guarantees the level of attendance at the Event.

**SECTION 4.
SPONSOR BENEFITS**

In consideration for payment of the Sponsorship Fee (as defined in the Form) and performance by You of the Agreement, eXp shall provide You with the benefits set forth in the Form, which may include the Exhibit Booth Space within the assigned Exhibit Area designated therein for Your Exhibit (**“Sponsorship Benefits”**). In addition, as part of the Sponsorship Benefits, You may use or distribute Marketing Materials concerning only those of Your products and/or services as defined in the Form (**“Sponsor Products/Services”**) at the Exhibit Booth Space (subject to prior approval by eXp pursuant to [Section 8\(c\)](#)), or otherwise advertise or promote only those Sponsor Products/Services at the Exhibit Booth Space. Notwithstanding anything contained in the Agreement to the contrary, eXp reserves the right to remove any Sponsor Materials pursuant to [Section 9](#).

**SECTION 5.
SPONSORSHIP FEE**

You shall pay eXp the Sponsorship Fee set forth in the Form via the Payment Type, as defined in the Form, no later than (i) thirty

(30) days following the Effective Date, or (ii) one (1) day prior to the start date of Event, whichever is earlier. If the Sponsorship Fee is not paid in accordance with this Section 4, eXp reserves the right to terminate the Agreement with immediate effect upon delivery of notice to You, whereupon eXp shall be relieved of any and all obligations under the Agreement owing to You. eXp reserves all rights to charge a Sponsorship Fee of a different amount than is being charged to You, to other sponsors of the Event; eXp further reserves all rights to agree to different Sponsorship Fee payment terms than agreed upon with You, with other sponsors of the Event.

**SECTION 6.
ENDORSEMENT**

Acceptance of the Agreement or the approval of any Marketing Materials pursuant to [Section 4](#) and [Section 8\(c\)](#) does not constitute or imply endorsement on the part of eXp of Sponsor Products/Services.

In the event You host or organize any independent events or marketing activities (**“Sponsor Events”**) during the Sponsorship Period, You shall explicitly disclose to all attendees that such Sponsor Events are in no way associated with the Event or eXp, and You shall advertise and promote such Sponsor Events distinctly from the Event. Under no circumstances will eXp be liable for any loss, damage, or liability arising out of or in connection with the Sponsor Events.

**SECTION 7.
EXHIBITOR INFORMATION PACKAGE AND
EVENT POLICIES**

You agree to adhere to all terms and conditions contained in the Agreement, all guidelines, specifications, requirements, bulletins, and manuals provided by eXp to



You any time prior to and throughout the Sponsorship Period as part of the Exhibitor Information Package, including but not limited to, the Event Policies set forth on **Schedule A** of these Sponsorship T&Cs. Additionally, by entering into the Agreement, You hereby agree to be bound by any applicable sections of the Event T&Cs found at <https://expworldholdings.com/corporate-event-terms-and-conditions/>, and You will be held to the same obligations and duties as an “Attendee” under such Event T&Cs .

SECTION 8.
INTELLECTUAL PROPERTY

(a) Sponsor Trademark and Content License. eXp acknowledges Your exclusive right, title and interest in Your copyrights, trade names, Trademarks, trade dress, and other indicia of existence and Intellectual Property owned by You and any and all goodwill therein (collectively the “**Sponsor Trademarks**”). Subject to the terms and conditions of the Agreement, You hereby grant to eXp a worldwide, non-exclusive, non-sublicensable, non-transferable, non-assignable, royalty-free right and license to use Sponsor Trademarks, as well as reproduce, distribute, perform, display and create derivative works from any materials, slides, or other items created by You (“**Sponsor Content**”) in any media now known or hereinafter developed, solely for the purpose of providing the Sponsorship Benefits specified in the Form. All rights and licenses of any kind in Sponsor Trademarks and Sponsor Content that are not expressly granted in the Agreement are exclusively reserved to You.

(b) eXp Trademark and Content License. As between You and eXp, You acknowledge eXp’s exclusive right, title and interest in its copyrights, trade names, Trademarks, trade dress, and other indicia of existence and Intellectual Property owned by eXp (whether

directly or through any of eXp’s Affiliates), and any and all goodwill therein (collectively the “**eXp Trademarks**”). Subject to the terms and conditions of this Agreement, eXp hereby grants to You a limited, revocable, worldwide, non-exclusive, non-transferrable, non-assignable, non-sublicensable right and license to use and display the eXp Trademarks in connection with the Event directly provided by eXp to You, as well as any content directly provided by eXp to You for use in exercising the Sponsorship Benefits or Sponsorship Activities (“**eXp Content**”), for the sole purpose of the sponsorship performance specified in the Form (“**Sponsorship Activities**”) during the Sponsorship Period. All use of the eXp Trademarks shall be subject to the eXp Brand Guidelines found at <https://exprealty.com/brand/>. All rights and licenses of any kind in eXp Trademarks and eXp Content that are not expressly granted in the Agreement are exclusively reserved to eXp. All use of any eXp Trademarks shall inure solely to the benefit of eXp and shall not create any right title or interest therein in Your favor. You shall take such action as eXp, in eXp’s reasonable discretion, deems necessary to enforce eXp’s rights in the eXp Trademarks and eXp Content, including without limitation executing and delivering such instruments and documents and providing such information as eXp might request.

(c) Approval. eXp shall have a right of approval over Your use of the eXp Trademarks, including but not limited to Your use in any advertising, promotional, marketing or related materials, in all media now known or hereafter devised as permitted by this Agreement at the Event, as well as the right of approval over Your brochures, documents and videos that You may display and/or distribute at the Exhibit Booth Space (collectively the “**Marketing Materials**”). You will give eXp an opportunity to review Marketing Materials that You



prepare prior to their dissemination at the Event. Unless otherwise agreed in writing, eXp shall have seven (7) business days from the date and time of receipt to review in order to approve, reject or limit and submit written approval or rejection of Marketing Materials, which shall not be unreasonably withheld. If eXp fails to submit written approval or rejection of Marketing Materials within seven (7) business days, such Marketing Materials shall be deemed rejected. An email from eXp Contract Manager (as defined in the Form) shall be deemed a "writing" for the purposes of any written approval required hereunder and shall be deemed "submitted" as of the time it is delivered by eXp.

**SECTION 9.
EXP RESERVATION OF RIGHTS**

eXp reserves the right and You agree not to take Action, if at any time, in eXp's sole and absolute discretion, eXp determines to:

- (a) Change the timeframe and venue of the Event;
- (b) Reschedule or cancel the Event, subject to eXp's refund obligations set forth in [Section 14](#);
- (c) Reject or limit You, Marketing Materials, or any items or materials distributed or displayed at the Exhibit Booth Space, including any Exhibit (jointly and severally, the "**Sponsor Materials**"), regardless of whether such Sponsor Materials have been previously approved by eXp, if, in eXp's sole discretion and judgment, Sponsor Materials (i) do not meet the standards expected for the Event, (ii) are objectionable for any reason, (iii) detract from or are not in keeping with the character of the Event as a whole; (iv) contain any products or services other than the Sponsor Products/Services; or (v) are otherwise deemed inappropriate for display or

distribution by eXp in its sole and absolute discretion;

- (d) Request removal of any Sponsor Materials which have not been approved by eXp;
- (e) Eject from the Event any Person or Persons (including You and/or Your personnel) who are conducting themselves in an objectionable manner, including without limitation, displaying or distributing any Sponsor Materials concerning, or otherwise advertising or promoting, any products or services other than the Sponsor Products/Services; or
- (f) Enforce any other term or condition expressed in the Agreement.

Without limiting the generality of the foregoing, in addition to the rights specified above, eXp reserves the right to terminate the Agreement if it should avail itself of any of the remedies set forth in [Section 9\(a\)](#) through [Section 9\(f\)](#).

**SECTION 10.
INDEMNIFICATION**

You shall indemnify, defend and hold harmless eXp and eXp's Affiliates, and each of eXp's and eXp's Affiliates' joint and/or several officers, directors, managers, members, employees, independent contractors, agents, and successors and assigns (each, an "**eXp Indemnified Party**"), against any loss or damage from any and all losses, damages, liabilities, deficiencies, claims, Actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees and costs of suit), the cost of enforcing any right to indemnification hereunder in the course of pursuing any insurance providers, suffered or incurred by the eXp Indemnified Party as a result of any claim, suit, Action, or



proceeding that: (a) the Sponsor Trademarks, Sponsor Content or Marketing Materials defames, libels, or causes damage to any third party Person or contravenes any Applicable Law or infringes the Intellectual Property or publicity rights, or other rights, of any third party Person, except to the extent that such claims arose from any material modification of the Sponsor Trademarks or Sponsor Content by eXp; or (b) arises out of or is related to (i) Your use, presentation or display of the Exhibit Booth Space; (ii) property damage and/or bodily injury resulting from Your willful, reckless, or negligent acts; (iii) Your breach of any representation, warranty, covenant or obligation of You under the Agreement; (iv) Your collection, use, or disclosure of Personal Data of Event attendees; (v) Your breach of any Applicable Law, including without limitation the Privacy Legislation, as defined in Section 16; or (vi) the Sponsor Events.

SECTION 11.
CONFIDENTIAL INFORMATION

“Confidential Information” means information that one Party discloses to the other Party under this Agreement, all non-public, business-related information, written or oral, whether or not it is marked as such, that is disclosed or made available to the receiving Party, directly or indirectly, through any means of communication or observation, or marked as confidential, or that would normally be considered confidential information under the circumstances. Confidential Information does not include information that the receiving Party lawfully receives without restriction, that becomes public through no fault of the receiving Party, or that was independently developed by the recipient. The receiving Party will not disclose the Confidential Information, except to Affiliates, employees, agents or professional advisors

who need to know the Confidential Information and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The receiving Party will ensure that those Persons use the Confidential Information only to exercise rights and fulfill obligations under this Agreement, while using reasonable care to keep it confidential. The receiving Party may also disclose Confidential Information when required by law after giving prompt reasonable notice to the discloser Party to enable discloser to take protective measures against disclosure, or to condition or limit disclosure of Confidential Information under Applicable Law. Upon termination or expiration of this Agreement, receiving Party will, upon written direction of the discloser, return or destroy such Party’s Confidential Information, and in the case of destruction, thereafter promptly provide a signed certification to the discloser of such destruction of such Party’s Confidential Information. The Parties’ duty to protect Confidential Information hereunder shall survive any expiration or termination of the Agreement, and shall extend for a period of five (5) years from the date of disclosure of the Confidential Information. You shall not disclose the terms of the Agreement to any third party unless specifically authorized by eXp in writing.

SECTION 12.
NON-DISPARAGEMENT

The Parties agree to refrain from making or publishing any statements, claims, allegations or assertions which they believe have or may reasonably be expected to have the effect of demeaning the name or reputation of the other Party and each Party shall cause its employees, officers, directors, and managers to be similarly bound when serving in such capacity, provided that nothing herein shall preclude either Party



from fulfilling any duty or obligation that it may have under Applicable Law, from responding to any subpoena or official inquiry from any court, tribunal or Governmental Authority, including providing truthful testimony, documents subpoenaed or requested or otherwise cooperating in good faith with any proceeding or investigation, or from taking any reasonable actions or Action to enforce such Party's rights under this Agreement. In the case of a subpoena, official inquiry or other legal process seeking Confidential Information, the Party upon whom such subpoena, official inquiry or other legal process has been served shall, prior to disclosing Confidential Information, provide prompt written notice to the other Party to enable such Party to take action to protect or limit the disclosure of such Party's Confidential Information.

**SECTION 13.
TERM**

The term of the Agreement commences as of the Effective Date, and unless terminated earlier pursuant to any express provisions of the Agreement, will continue in effect until one (1) day after completion of the Event (the "Term"). Nothing contained in this Section 13 shall be deemed to limit or negate any remedies available to a Party arising from a breach of the Agreement.

**SECTION 14.
TERMINATION**

(a) Termination for Cause. Either Party may terminate this Agreement immediately by notice to the other Party: (i) if the other Party commits a non-remediable breach; or (ii) if the other Party fails to cure any remediable breach within three (3) calendar days of being notified in writing of such breach. Notwithstanding anything contained in this Section 14 to the contrary, a breach of the Agreement that is not curable at least

one (1) day prior to commencement of the Event or occurs during the Event shall be a non-remediable breach.

(b) Termination for Convenience. eXp may terminate this Agreement for convenience at any time with five (5) days notice to You and shall refund the Sponsorship Fee paid within thirty (30) days following termination for convenience.

(c) Cancellation of Event. eXp may cancel the Event pursuant to Section 9(b), in which case eXp shall provide notice to You and shall refund the Sponsorship Fee paid within thirty (30) days following cancellation, unless cancellation of the Event was a result of, or related to, action by You, in which case the Sponsorship Fee shall not be refunded.

(d) Rescheduling of Event. eXp may reschedule the Event pursuant to Section 9(b), in which case eXp shall provide notice to You, and if the Event is rescheduled at a time at which You are unable to attend, You shall receive a full refund from eXp of the Sponsorship Fee paid within thirty (30) days following the date You provide notice to eXp of Your inability to attend the rescheduled Event. In the event that You fail to provide notice to eXp of Your inability to attend the rescheduled Event no later than five (5) business days prior to the rescheduled date, the Sponsorship Fee shall not be refunded.

(e) Termination Due to Export Regulations. eXp may terminate this Agreement where You are reasonably believed to reside in an embargoed country or is subject to a trade restriction issued by the United States Government or any other applicable Governmental Authority, in which case notice will be provided to You and eXp shall refund the Sponsorship Fee paid within thirty (30) days following termination.

(f) Effect of Termination. In the event of termination of Agreement, cancellation of the Event and the Event is not rescheduled or



rescheduled at a time that You are unable to or fails attend, then, except as otherwise be provided in this Agreement, each Party shall immediately cease all use of the other Party's Intellectual Property, Trademarks and content as identified under the provisions of Section 8 and shall immediately discontinue references in any manner to its relationship with the other Party.

(g) Refunds. No refund will be made in full or in part of the Sponsorship Fee except as provided in this Section 14. If the performance of the Agreement by either Party, in part or in full, is subject to events or occurrences of Force Majeure pursuant to Section 17, such Party shall provide reasonably prompt notice to the other Party, in which case eXp shall refund the Sponsorship Fee paid within thirty (30) days thereafter, or if the event of Force Majeure precludes eXp from refunding the Sponsorship Fee within that timeframe, then as soon as reasonably practical thereafter.

**SECTION 15.
SPONSOR INSURANCE**

You shall provide the insurance as required by **Schedule B** of these Sponsorship T&Cs. On eXp's request, You shall provide eXp with a certificate from the insurer confirming the existence of the aforesaid insurance, which certificate will provide that the insurer will not terminate, cancel or materially modify such insurance coverage without thirty (30) days prior written notice to eXp. eXp shall be named as an additional insured under such policy or policies.

Each and all of the insurance coverages obtained by You pursuant to this Agreement, whether individually or collectively, shall (a) be primary and non-contributing; and (b) contain tail coverage endorsements for no less than two (2) years following the

Sponsorship Period. You hereby agree to waive Your rights of recovery from eXp and all eXp Indemnified Parties with regard to all causes of property, bodily injury, data security, and/or liability loss, and You hereby waive subrogation and shall cause a waiver of subrogation endorsement to be provided in favor of eXp on all insurance coverage carried by You in connection with this Agreement.

**SECTION 16.
DATA PROTECTION**

For purposes of this Section 16, the following terms shall have the following meanings: (i) **"Privacy Legislation"** means all United States federal and state Applicable Laws and the laws and regulations of the European Union, the European Economic Area and their member states, and the United Kingdom (UK), pertaining to the processing of Personal Data under this Agreement, including (without limitation) as it pertains to the application of European Union laws and regulations, the EU General Data Protection Regulation (2016/679) ("**GDPR**"), and the UK GDPR; (ii) **"Data Controller," "Data Subject(s)," "Personal Data",** and **"Processing"** each have the meanings given to them in the GDPR or UK GDPR, as applicable.

You shall implement and maintain data security measures pursuant to Applicable Law and The Federal Trade Commission Act, 15 U.S.C. § 41, *et seq.*, for the protection of data, including Personal Data, in connection with the Agreement and Your participation in the Event, and shall comply with all legal data breach notice requirements in the event Personal Data of Event attendees in Your possession is disclosed or accessed without authorization.

eXp and You acknowledge and agree that, with respect to the Personal Data each Party receives from Data Subjects in relation to the



Event, each Party: (a) shall be a separate Data Controller; (b) shall be responsible for its own Processing of the Personal Data; and (c) shall be responsible for its compliance with the Privacy Legislation.

Except as may otherwise be expressly provided in the Form, You acknowledge and agree that eXp will not disclose or transfer the Personal Data of any Event attendees to You. You shall be solely responsible for the collection of any Personal Data You require from Event attendees and compliance with Privacy Legislation related to such Processing.

You represent, warrant and guarantee that: (a) Personal Data shall be collected in strict compliance with the Privacy Legislation, including without limitation providing proper disclosures; (b) You have or will obtain all necessary rights to collect, use, and transfer the Personal Data, as applicable, and such collection, use, and transfer of the Personal Data is and shall be in compliance with the applicable Privacy Legislation, including any notice requirements contained therein.

You acknowledge and agree that You will abstain from sending or receiving any message, data, file, content or signal, arising from or in connection with the Event, which is in breach of Applicable Laws, including applicable Privacy Legislation, internet copyright protection law, laws on the protection of minors, trade secrets, private correspondence or private information on the Internet. If the Event is virtual, You further represent and warrant that Your use of the virtual Event platform shall be in compliance with applicable terms and conditions of use.

You understand and expressly acknowledge You have been informed that Your rights, and those of any third party users who log on and use internet service to access, modify, delete or object to the processing of Personal Data and to the transmission thereof to any third

parties, shall be exercised in accordance with the applicable Privacy Legislation.

**SECTION 17.
FORCE MAJEURE**

Neither Party will be liable or responsible to the other Party, or be deemed to have defaulted under or breached the Agreement, for any failure or delay in fulfilling or performing any term of the Agreement, when and to the extent such failure or delay is caused by any: (i) acts of God; (ii) flood, fire, epidemic, pandemic, or explosion; (iii) war, terrorism, invasion, riot, or other civil unrest; (iv) embargoes or blockades in effect on or after the date of this Agreement; (v) national or regional emergency; (vi) strikes, labor stoppages or slowdowns, or other industrial disturbances; (vii) passage of law or governmental order, rule, regulation, or direction, or any action taken by a Governmental Authority, including but not limited to imposing an embargo, export or import restriction, quota, or other restriction or prohibition; (viii) national or regional shortage of adequate power, telecommunications, or transportation facilities; (ix) failures or fluctuations in electric power, heat, light, air conditioning or telecommunication equipment; (each of the foregoing, a "**Force Majeure**"), in each case, provided that (A) such event is outside the reasonable control of the affected Party; and (B) the affected Party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure.

**SECTION 18.
DISCLAIMER**

EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXP DISCLAIMS ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED



WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OF NON-INFRINGEMENT.

**SECTION 19.
LIMITATION OF LIABILITY**

IN NO EVENT SHALL EXP, ANY OF EXP'S AFFILIATES, OR ANY OF ITS OR THEIR MANAGERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SUBCONTRACTORS, OR ANY THIRD-PARTY LICENSORS BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL THEORY, FOR ANY LOST PROFITS, LOSS OF DATA, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT UNDER NO CIRCUMSTANCES SHALL EXP BE LIABLE TO ANYONE ON ACCOUNT OF USE OR MISUSE OF OR RELIANCE ON ANY MATERIALS PROVIDED BY EXP. EXP'S MAXIMUM AGGREGATE LIABILITY FOR ALL ACTIONS RELATING TO THE AGREEMENT, WHETHER FOR BREACH OF CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, OR BREACH OF APPLICABLE LAW, WILL BE LIMITED TO THE AMOUNT OF SPONSORSHIP FEE PAID OR PAYABLE BY YOU TO EXP UNDER THE AGREEMENT.

**SECTION 20.
WAIVER OF CLAIMS**

You irrevocably and unconditionally fully and forever waive, release, and discharge eXp Indemnified Parties, jointly and severally, from any and all claims, demands, actions, causes of actions, obligations, judgments, rights, fees, damages, debts, liabilities and expenses (inclusive of reasonable attorneys'

fees and costs) of any kind whatsoever, whether known or unknown, including, without limitation, interference with contract relations, interference with business expectancy, and any claims under any Applicable Law that You now have, or may in the future have, arising out of or in connection with (i) eXp's exercise of its rights under Section 9, including without limitation, ejection or removal of You, Your personnel, and/or Sponsor Materials by any of eXp Indemnified Parties; or (ii) Sponsor Events.

**SECTION 21.
SPONSOR REPRESENTATIONS AND
WARRANTIES**

You represent, warrant, and covenant that:

- (a) You have the full power and authority to enter into the Agreement and to perform your obligations hereunder.
- (b) Your execution, delivery, and performance of the Agreement have been duly authorized by all necessary corporate, limited liability company or other action (as applicable), and, to Your knowledge, does not and will not materially conflict with, violate, result in a breach or default of, or otherwise materially adversely affect, any rights of any third Person or entity, whether now existing or hereafter arising or occurring.
- (c) You shall comply with all Applicable Laws and guidelines in performing any obligations under this Agreement and otherwise in any actions You make in connection with this Agreement.
- (d) The Agreement is a legal, valid and binding obligation, enforceable against You in accordance with its terms.
- (e) No litigation is pending and, to Your knowledge, no threatened claims or litigation



exist which would reasonably be expected to materially adversely affect Your ability to fully perform your obligations hereunder.

(f) Sponsor Trademarks and Sponsor Content do not and shall not infringe or misappropriate any third party Intellectual Property or publicity rights, and shall not be defamatory or libelous to any third party.

(g) You have paid all license fees and other fees required to be paid to third parties in relation to Sponsor Trademarks and Sponsor Content.

(h) You provide the Sponsor Products/Services as described in the Form and You will not advertise or promote any products or services other than the Sponsor Products/Services (including but not limited to displaying or distributing any Sponsor Materials contains products or services other than the Sponsor Products/Services) at the Exhibit Area during the Sponsorship Period. A violation of this Section 21(h) shall constitute a non-remediable breach of the Agreement, and eXp reserves the right to immediately terminate the Agreement pursuant to Section 14.

SECTION 22. ADDITIONAL TERMS

(a) Notices. All notices required under or regarding the Agreement will be in writing and delivered exclusively *via* email to the other Party's email address as set forth in the Form. Notice shall be deemed delivered and received on the day of its release (provided that no transmission error message is received by the sending Party). Notwithstanding the foregoing, any notice by You to eXp must also be emailed to legal@exprealty.net, or such notice will not be deemed as having been delivered to and received by eXp. Any Party may change the email address to which notices are to be

delivered by giving the other Party notice in the manner herein set forth.

(b) Governing Law. The Agreement is made under and will be construed in accordance with the laws of the jurisdiction of eXp's formation (without giving effect to that jurisdiction's choice of law rules), and if the jurisdiction is a state or territory of the United States, then to the extent controlling, to the federal laws of the United States of America. The forum for any dispute or litigation arising out of the Agreement shall be in the jurisdictional courts situated the jurisdiction of eXp's formation. The Parties hereby (i) consent to the personal jurisdiction in the jurisdiction of eXp's formation for the purpose of legal proceedings; (ii) waive to the extent not prohibited by Applicable Law, and agree not to assert, by way of motion, as a defense or otherwise, in any dispute or Action arising out of this Agreement, any claim that it is not subject personally to the jurisdiction of the courts situated in the jurisdiction of eXp's formation for the purpose of legal proceeding, that any such dispute or litigation should be dismissed on grounds of *forum non conveniens*, should be transferred or removed to any court other than the one of the above-named courts, or that the Agreement or the subject matter hereof may not be enforced in or by such court; (iii) agree not to commence any litigation other than before one of the above-named courts; and (iv) agree that for any litigation between the Parties arising out of this Agreement, such Party shall bring such litigation only in the jurisdictional courts situated the jurisdiction of eXp's formation and waives any claim and will not assert that venue should properly lie in any other location within the selected jurisdiction. Notwithstanding the previous sentence, a Party may commence any Action, litigation or proceeding in a court other than the above-named courts solely for the purpose of enforcing an order or



judgment issued by one of the above-named courts.

(c) Severability. If any provision of the Agreement is held invalid and unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof.

(d) Counterparts. The Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

(e) No Agency. The Parties shall be deemed to be independent parties acting in their own best interest. The Agreement does not constitute and shall not be construed as constituting a partnership, employer and employee relationship, principal and agent relationship or joint venture, or create a fiduciary relationship between the Parties. Neither Party may represent that it has the authority to assume or create an obligation on behalf of the other. Neither Party will represent that it is a joint venture with or the partner of the other Party. All Persons furnished, used, retained or hired by or on behalf of You shall be considered to be solely the employees or agents of You, and You shall be responsible for the payment of any and all unemployment, social security, and other payroll taxes for such Persons, including any related assessments or contributions required by Applicable Law.

(f) Press Releases. No Party hereunder may issue any press release concerning the Agreement or the terms hereunder without the prior consent of the other Party. eXp's Brochures and Event Materials shall not constitute or be deemed to be a press release.

(g) Assignment. The Parties may not assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily, by change of control or by operation of law, any rights or obligations under this Agreement, without

the prior written consent of the other Party, except if a Party sells all or substantially all of its assets or ownership interests to a third party. No assignment or delegation shall relieve a Party of any of its obligations hereunder. Any purported assignment or delegation in violation of this Section 22(g) shall be null and void.

(h) No Presumption Against Drafter. The Parties hereto agree that each Party and its counsel have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

(i) Waiver. No Party hereto shall be deemed to have waived a right, power, or privilege provided for hereunder, unless such waiver is made in writing and signed by the Party against whom such waiver is sought. The waiver or failure of either Party to exercise any right provided herein shall not be deemed a waiver or exercise any right for the same or similar subsequent event giving rise to such right and shall not be deemed a waiver of any further right under this Agreement.

(j) Survival. Any provision of the Agreement that expressly or by implication should come into existence, or continue in force, on or after termination or expiration of the Agreement, including without limitation, the Sections of this Agreement titled "Intellectual Property," "eXp Reservation of Rights," "Indemnification," "Non-Disparagement," "Sponsor Insurance," "Data Protection," "Disclaimer," "Limitation of Liability," "Waiver of Claims", and "Miscellaneous", shall remain in full force and effect.

(k) Entire Agreement. These Sponsorship T&Cs (including its Schedules), the Form, and any other document



incorporated into the Form (including but not limited to the eXp Brand Guidelines and the applicable sections of the Event T&Cs), and/or amendments, and addendums, constitute the entire agreement between the Parties and supersede any prior or contemporaneous communications, representations or agreements between the Parties, whether oral or written, regarding the subject matter of the Agreement. Except in the exclusive circumstances the context requires otherwise, all references to the term "Agreement" shall mean these Sponsorship T&Cs (including its Schedules) together with the Form, and any other document incorporated into the Form (including the eXp Brand Guidelines and the applicable sections of the Event T&Cs) and/or amendment or addendum; however, all references to the term "Form" or "Sponsorship T&Cs" shall exclusively refer to that document (including its Schedules, if any), and to no other document. To the extent there is any conflict or inconsistency as between only the Form, these Sponsorship T&Cs, and the applicable sections of the Event T&Cs, the order of precedence shall be as follows: (1) the Form, (2) these Sponsorship T&Cs; and (3) the applicable sections of the Event T&Cs; nothing in any of the foregoing documents shall modify, amend, supplement, govern or control the terms in the eXp Brand Guidelines.

(l) Amendments. eXp may update these Sponsorship T&Cs (including its Schedules), and any other document incorporated into the Form (including but not limited to eXp Brand Guidelines and the applicable sections of the Event T&Cs) from time to time during the Term, and in such event those updates will govern and control. Notwithstanding the foregoing, the Form may only be amended, modified or supplemented by mutual agreement of the Parties in writing. Any additions or amendments to the terms of these Sponsorship T&Cs set forth in the

Form will not constitute an addition or amendment to any provision of these Sponsorship T&Cs with respect to any other Form.

(m) Construction. The headings of Sections herein are included solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of these Sponsorship T&Cs. The definitions given for any defined terms in these Sponsorship T&Cs shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "herein," "hereof" and "hereunder" and other words of similar import refer to these Sponsorship T&Cs as a whole and not to any particular section or other subdivision. The words "including" and "include" and other words of similar import are deemed to be followed by the phrase "without limitation." The word "shall" means "has a duty to." The word "or" is not solely exclusive. These Sponsorship T&Cs has been prepared and is to be interpreted and applied in the English (American) language. References to any particular statute, regulation or law means such statute, regulation or law applicable to these Sponsorship T&Cs and as amended from time to time, including any successor legislation thereto. Any Schedules referred to herein shall be construed with, and as an integral part of, these Sponsorship T&Cs to the same extent as if they were set forth verbatim herein. A provision of these Sponsorship T&Cs designating a "business day" means any day except any Saturday, any Sunday, or any public holidays. A provision that does not designate a "business day" is a calendar day and means any day of the seven (7) day week. If any date for performance falls on a Saturday or Sunday, then it shall be automatically extended to the immediately following



Monday. If any date for performance falls on a public holiday, then it shall be automatically extended to the next regular business day. Unless context clearly dictates otherwise, references in these Sponsorship T&Cs to a Section or Sections and Schedule or Schedules are to the applicable Sections or Schedules of these Sponsorship T&Cs.

(n) Attorneys' Fees; Costs; and Expenses. Except as otherwise provided in Section 10 pertaining to indemnification, You and eXp shall each bear its own costs and expenses (including legal and accounting fees and expenses) incurred in connection with the Agreement. The foregoing notwithstanding, in the event that litigation or other Action is necessary to enforce or interpret the terms of the Agreement, then the prevailing Party in such proceeding shall be entitled to recovery and reimbursement from the non-prevailing Party of the fees, costs and expenses (including, reasonable attorneys' fees and costs) incurred in connection with such litigation or other Action.

(o) Electronic Signatures. The Agreement may be executed by original signature, scanned or copied signature, or electronic signature (such as through DocuSign®, Adobe Acrobat Sign, Dropbox Sign or such analogous software). Further, any original signature, scanned or copied signature, or electronic signature shall be legally equivalent (with any associated legal consequences) under Applicable Laws. An original signature, scanned or copied signature, or electronic signature, will not be denied legal effect solely because of the form in which it was made.

(p) Execution. You represent that You have read all terms and conditions contained in the Agreement and all documents made available in the Exhibitor Information Package. You are fully aware that the Agreement, if accepted by eXp, becomes a

binding agreement between You and eXp and You agree to adhere to all terms and conditions of the Agreement.

(q) Non-Exclusivity. Nothing in the Agreement shall preclude eXp from engaging any of Your competitors for the purpose of soliciting and securing their sponsorship of the Event, and correspondingly conferring upon any of them benefits similar to and/or distinct from the Sponsorship Benefits being conferred upon You.



SCHEDULES:

Schedule A - Event Policies

Schedule B - Insurance Requirements

SCHEDULE A

EVENT POLICIES

- You must adhere to all rules and regulations pertaining to displays and products.
- “Suitcasing.” Please note that while all Event attendees are invited, any non-exhibiting, advertising, or Your attendees who are observed to be soliciting business in public spaces or in another sponsor’s Exhibit Booth Space may be ejected from (or denied continued access to, if Event is virtual) the Event, in which event no refunds of the Sponsorship Fee will be made. eXp asks that both attendees and You report any violations they may observe to the eXp’s management. For avoidance of doubt, “suitcasing” refers to the practice of companies or persons who attend shows as attendees or sponsors, but “work the aisles” (or chat rooms in a virtual setting) from their suitcase (briefcase) or allow attendees to use the Your Exhibit Booth Space for soliciting business from other attendees, exhibitors or sponsors.
- Your literature and printed materials, including trade publications, may only be distributed from within Your Exhibit Booth Space. Certain sponsoring opportunities may be exempt from this rule. Demonstrations, sales activities, and giveaways must take place within the Your Event Booth Space. Sponsors found breaking these rules may have their Event Booth Space at the Event shut down, and may themselves be ejected from the Event, in which



event no refunds of the Sponsorship Fee will be made. In addition, You could be suspended from future sponsorship and exhibiting.

- Sponsors with products, the sale of which may be illegal in certain jurisdictions, must conspicuously provide notice to that effect in their Event Booth Space.
- As the organizer of the Event, eXp reserves the right to prohibit and prevent the attendance, participation, registration, or exhibition of any individual or firm for any reason within the exclusive discretion of eXp. eXp need not disclose or describe the reasons for its decision to do so.
- Subletting/resale or subcontracting of Exhibit Booth Space Exhibit Space to another company, entity, person, or sponsor are strictly prohibited. Staff from non-authorized sponsor present in an Exhibit Booth Space for “selling” is strictly prohibited.
- For virtual events, You agree that certain chat options in a virtual Exhibit Booth Space (“**Chat**”) are public forums and that participation in a Chat creates no expectation of privacy. Further, You acknowledge that any personal information communicated in a Chat may be seen and used by others. Neither eXp nor the platform host is responsible for information that You choose to communicate in a Chat, or for Your actions or the actions of the users. eXp, platform host, or their designated agents may remove or alter any information or content posted or otherwise disclosed in any Chat at any time for any reason. If

You or other users choose to make any personally identifiable or other information publicly available in a Chat or otherwise on or through the platform, they do so at their own risk.

- For virtual events, any information, statements, opinions, other digital content, or links to third party websites of You or virtual event attendee on the platform are those of the respective author(s) and not eXp or platform host. eXp does not guarantee the validity, accuracy, truthfulness, completeness, reliability, or usefulness of any information, statement, opinion, other digital content, or links to third party websites on the platform other than from an authorized eXp representative acting in his or her official capacity. Under no circumstance will eXp be liable for any loss or damage caused, directly or indirectly, by reliance on any such third-party content.



SCHEDULE B

INSURANCE REQUIREMENTS

A. Required Insurance for In-Person Event

- Commercial General Liability Insurance. You shall, at Your own expense, maintain and carry commercial general liability insurance (“**CGLI**”) in full force and effect with financially sound and reputable insurers rated no less than A-VII in the most current edition of *A.M. Best’s Key Rating Guide*, with limits no less than One Million U.S. Dollars (\$1,000,000.00 USD) or the equivalent amount in another legal currency per occurrence and Two Million U.S. Dollars (\$2,000,000.00 USD) or the equivalent amount in another legal currency in the aggregate, including bodily injury and property damage and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of You under the Agreement.
- Workers Compensation Insurance. If You have any employees, then You, as applicable, shall also provide workers’ compensation insurance covering those employees for at least the minimum required by applicable law, or if none, with at least minimum limits of Two Hundred Thousand U.S. Dollars (\$200,000.00 USD) or the equivalent amount in another legal currency, each for bodily injury by accident (per accident); bodily injury by disease (policy limit); and bodily injury by disease (per employee).

B. Required Insurance for Virtual Event

- Network Security and Privacy Liability insurance. You shall, at Your own expense, maintain and carry Network Security and Privacy Liability insurance in full force and effect with a minimum of One Million and 00/100 U.S. Dollars (\$1,000,000.00 USD) or the equivalent amount in another legal currency per occurrence and in the aggregate. This insurance shall cover liability for financial loss arising from: (a) breaches of security; (b) breach of applicable federal, state, province or foreign data security or privacy laws or regulations; (c) data theft, damage, destruction, or corruption; (d) identity theft or other unauthorized access or use, or theft of personally identifiable information or Confidential Information; (e) transmission of a computer virus or other type of harmful code; or (f) participation in a denial of service attack on a third party. Such insurance must address loss caused by any of Your personnel, whether or not in the scope of employment or agency. eXp shall be named as an additional insured under such policy or policies. You shall also maintain first party costs, specifically for “Notification” and “Credit/ID” monitoring.
- Cyber Insurance. You shall, at Your own expense, maintain and carry cyber liability insurance (“**CLI**”) in full force and effect with financially sound and reputable insurers and rated no less than A- VII in the most current edition of *A.M. Best’s Key Rating Guide*, for which CLI coverage is available, with limits no less than One Million U.S. Dollars



(\$1,000,000.00 USD) or the equivalent amount in another legal currency per occurrence and Two Million U.S. Dollars (\$2,000,000.00 USD) or the equivalent amount in another legal currency in the aggregate, which policy shall include, at a minimum, coverage for all of the following: cyber extortion/ ransomware, data loss and recovery, cyber terrorism/acts of war coverage, civil suit coverage, fines and breach notification coverage, and financial loss and remediation and investigation coverage.