

Payments 2020 Application and Contract for Exhibit Space

Exhibitor Information and Primary Contact

Company Name: _____

Listing: _____
(As Company Name should appear in all materials associated with Payments 2020)

Address: _____

City: _____ **State:** _____ **Zip/Postal:** _____ **Country (if not US):** _____

Contact Name: _____

Contact Title: _____

Phone: _____ **Fax:** _____ **Email:** _____
(If a non-US based company, please include applicable postal code, country code, and city code)

The undersigned hereby expressly represents and warrants that he/she is duly authorized to execute this binding contact on behalf of the Exhibitor named above and acknowledges that he/she has read and accepts all the Terms & Conditions herein set forth and in the Exhibit Rules & Regulations.

Signed: _____ **Date:** _____

Name: _____ **Title:** _____

Once Nacha has received and accepted the Payments 2020 Application and Contract for Exhibit Space and deposit/payment, Nacha will generate an Exhibitor Letter of Agreement (ELOA) and forward to the above listed Contact. The ELOA will confirm booth number/location, Exhibitor benefits/requirements, number of registrations based on space contracted, deposit and payment in-full deadlines. **Membership must be in effect on through April 22, 2020 to receive member rates or change to nonmember rate will occur.**

Exhibit Space

Exhibitors are entitled to a specific number of complimentary full conference and exhibit hall only registrations. Registrations are assigned as follows: 1 full conference registration and 2 exhibit hall only registrations per 10' x 10'.

Per 10'x10' <input type="checkbox"/> Member: \$4,220 <input type="checkbox"/> Nonmember: \$5,385	Per 10'x20' <input type="checkbox"/> Member: \$8,440 <input type="checkbox"/> Nonmember: \$10,770
Per 10'x15' <input type="checkbox"/> Member: \$6,320 <input type="checkbox"/> Nonmember: \$8,075	Per 10'x30' <input type="checkbox"/> Member: \$12,660 <input type="checkbox"/> Nonmember: \$16,155
Per 20'x20' <input type="checkbox"/> Member: \$18,595 <input type="checkbox"/> Nonmember: \$24,035	Per 20'x30' <input type="checkbox"/> Member: \$25,320 <input type="checkbox"/> Nonmember: \$32,310

For larger booth sizes, please contact Holly Price at hprice@nacha.org or (703) 561-3960

**Please refer to Terms and Conditions, #17, for promotion details and eligibility. Prices subject to change.*

Booth Choices: 1st _____ 2nd _____ 3rd _____

Although Nacha will consider requests for specific booths, no assurances can be given that the Exhibitor will be assigned the specific booth requested. Exhibit space will be assigned on a first-come, first-served basis.

Marketing & Branding Tools:

<input type="checkbox"/> Product Demo \$3,000	<input type="checkbox"/> Meeting Pod \$1,600
<input type="checkbox"/> Customized Attendee Email \$3,000	<input type="checkbox"/> 10'x10' Meeting Room \$2,800
<input type="checkbox"/> Sponsored Nacha Attendee Email \$1,000	<input type="checkbox"/> 10'x10' Meeting Room Branded \$4,000
<input type="checkbox"/> Exhibitor Passport Program \$2,000 includes floor graphic	<input type="checkbox"/> 10'x20' Meeting Room \$5,600
<input type="checkbox"/> Aisle Floor Graphic \$500	<input type="checkbox"/> 10'x20' Meeting Room Branded \$7,000

Prior to November 15, 2019 a non-refundable 50% deposit is required to confirm your exhibit booth space, after November 15, 2019 full payment is required with contract.

1) PAYMENT TERMS For contracts received prior to November 15, 2019, a 50% non-refundable deposit is due within 30 days of signing this Exhibitor Contract to reserve an exhibit booth. 100% of the remaining balance is due November 15, 2019. For contracts received from November 15, 2019 and forward, full payment is due upon submission of signed Exhibit Contract. Exhibit benefits will not be conveyed until Nacha receives full payment. Nacha has the right to charge a late fee of up to 1.5% per month, or the maximum amount allowable by applicable law, on all outstanding amounts owed.

(initials) _____ (date) _____

2) PAYMENT REMITTANCE

ACH/EFT *Preferred* (non-wire, Domestic)	Online/Phone	Check	Wire (International)
M&T Bank UPIC Rtn: 021052053 UPIC Acct: 59058945	Login: nacha.org -or- Call: 703-561-1100 All major credit cards accepted	Nacha Attn: Accounting 2550 Wasser Terrace Ste. 400 Herndon, VA 20171	Call: 703-561-3954 for instructions

ACCEPTANCE & AUTHORIZATION

The undersigned hereby expressly represents and warrants that he/she is duly authorized to execute this binding contract on behalf of the Sponsor named above and acknowledges that he or she has read and accepts all the terms herein set forth.

Signed _____ Name _____
Title _____ Date _____

EXHIBITOR CONTRACT

The Exhibitor hereby submits this Exhibitor Contract for exhibit space at Payments 2020 to Nacha and hereby acknowledges and agrees to the Exhibit Space Application Terms and Conditions set forth herein, as the same may exist today or as they may hereafter be updated or amended, all of which are incorporated herein by reference. The Exhibitor further agrees that, upon acceptance of this Payments 2020 Application and Contract for Exhibit Space by Nacha, it shall become a legally binding contract, enforceable against the Exhibitor in accordance with its terms. Nacha reserves the absolute right to reject or cancel this Contract for any reason and without prior notice. If Nacha rejects or cancels this Contract, Nacha may return any money paid by the Exhibitor for exhibit space.

The Nacha Code of Conduct – Please Read and Initial this Code of Conduct

Through integrity, professionalism and fairness, Nacha’s Code of Conduct identifies the standards of behavior expected of our members, our various programs, and any non-member organizations engaged in Nacha activities or providing services to Nacha.

We do business according to the highest standards, both ethically and legally. In order to be in good standing under our Code of Conduct, your organization and representatives must:

1. Adhere to the spirit and letter of all applicable regulations and laws including: antitrust, banking, privacy, and other relevant laws.
2. Avoid participation, or appearance of participation, in any criminal offense or professional misconduct.
3. Conduct all activities and business in a professional manner that does not adversely affect the ACH Network.
4. Remain current with all Nacha financial obligations.
5. Comply with all applicable Nacha policies and procedures.
6. Work together to promote the efficiency, reliability, and security of the ACH Network.

Nacha reserves the right to disassociate itself from any organization that fails to abide by these principles or otherwise brings discredit to Nacha and/or the payments profession. By signing this Application, you agree you have read and understand Nacha’s Code of Conduct.

Initial: _____ Date: _____

For additional information please contact Nacha Sales, Phone: (703) 561-3960 | Fax: (703) 713-1641

| Email: sales@nacha.org

Payments 2020

EXHIBITION SPACE APPLICATION TERMS AND CONDITIONS

- 1. APPLICATIONS AND ELIGIBILITY** - It is understood that the following terms are accepted as part of the contract between Nacha and the Exhibitor listed in the Payments 2020 Application and Contract for Exhibit Space (the "Exhibitor") to rent exhibit space at Payments 2020. The Payments 2020 Application and Contract for Exhibit Space (the "Exhibitor Contract") is attached hereto and its terms are incorporated herein. Any entity whose proposed exhibit will enhance the business of banking and the purposes of Nacha's meeting or convention, and facilitate those purposes, may apply for booth space. Nacha reserves the right to reject any application. Nacha may cancel for cause, including violation of Nacha's Code of Conduct, and without prior notice, the Exhibitor contract. Nacha has complete discretion in the interpretation and enforcement of all terms and conditions governing exhibitors. All matters and questions not covered by this document shall be subject to the final judgment and decision of Nacha.
- 2. ASSIGNMENT OF SPACE** - Classification of exhibits and assignment of booth space will be determined by Nacha. Nacha will assign space based on several factors including: receipt of an exhibitor contract and minimum deposit, individual vendor location preferences, and first-come, first-served space available basis.
- 3. PAYMENT AND CANCELLATION TERMS** - A 50% non-refundable deposit is due within 30 days of signing of this Exhibitor Contract to hold exhibit space reservation. Payment of remaining 50% is due by November 15, 2019. **Any contract signed after November 15, 2019 must be paid in full upon submission of the Exhibitor Contract.** Cancellation requests must be received in writing. Refund of fees, less the non-refundable deposit, will only be paid for cancellations received by November 15, 2019. The fees are non-transferable. No Exhibitor benefits convey if booth space is cancelled. Payment in full is required before Exhibitor or his employees or agents may begin set-up. In the event of cancellation, Nacha shall have the right to use any exhibit space assigned to Exhibitor to suit its convenience, including making such space available to another exhibitor. Nacha assumes no responsibility for having included the name of Exhibitor or descriptions of its products and/or services in the event marketing materials. If downsizing 2020 contracted exhibit booth, refund of fees will be paid as follows: a) 50% of the downsized contracted amount if written notice is received by November 15, 2019. b) No refund of the downsized contracted amount if written notice is received after November 15, 2019.

If cancellation of exhibit space is received after the pre-conference attendee lists have been distributed Nacha reserves the right to, among other things, (1) deny exhibiting organization's application to exhibit at the next year's Payments conference or (2) require the exhibiting organization to pay the full non-refundable contract fee to reserve the space at the next year's Payments conference.
- 4. INSURANCE** - Exhibitors wishing to insure their goods must do so at their own expense. All Exhibitors, their contractors and suppliers working in the exhibit hall are required to carry liability and property insurance. Exhibitors must operate and maintain their exhibits so that no injury will result to any person or property. Hazardous giveaways are prohibited.
- 5. DEFAULT OCCUPANCY** - Any exhibitor failing to occupy space contracted for is not relieved of the obligation to pay for such space at the full rental price, and Nacha shall have the right to use such space as it sees fit to eliminate blank space in the exhibit hall, provided such booth space is not occupied by the time of the inspection of booths by Nacha.
- 6. ACCESS TO DISPLAYS** - Nacha may from time to time promulgate rules governing hours of access to displays and eligibilities for admission thereto.
- 7. CONFLICTING MEETING & SOCIAL EVENTS** - In the interest of the success of the entire convention and exhibition, Exhibitor agrees not to extend invitations, call meetings, or otherwise encourage absence of attendees from the convention's official planned activities or exhibit hall during the official hours of the convention and exhibition. Official hours include any event scheduled by Nacha, including those when the exhibit hall is closed or for which only limited invitations are extended. All events hosted by exhibitors, must be approved by Nacha in writing. Failure to do so may result in Nacha fining Exhibitor up to \$5,000.
- 8. CANCELLATION OR RELOCATION OF CONFERENCE OR CONVENTION** In the event of cancellation or relocation of any conference or convention, due to circumstances within Nacha's direct control, Nacha's liability shall be limited to a refund of deposit fees paid to Nacha by Exhibitor. In the event Nacha has no control over the cancellation or relocation of any conference or convention, Nacha shall have no liability of any kind but may in its discretion refund any deposit fees paid by Exhibitor.
- 9. MERGER/MANAGEMENT CHANGE** - If an exhibiting organization changes management or merges into another organization, the contracted exhibit space becomes the responsibility of the new management/owner, subject to Nacha's right of refusal. This includes the responsibility for all contracted exhibit fees.
- 10. NACHA'S RIGHT TO REMOVE THE EXHIBITOR'S PROPERTY** - Nacha reserves the right to remove from the hotel or convention hall any or all of the property of Exhibitor should the conference or convention be cancelled or relocated or should Exhibitor violate any of the conditions of the Exhibitor's Agreement. This right may be exercised without prior notice and without hearing.
- 11. VIOLATIONS OF THE CONDITIONS** - Any of the following actions by Exhibitor shall constitute a violation of the conditions of the Exhibitor's Agreement: (a.) Use or display of equipment, products, or services that varies in any significant way from the description on the Exhibitor Contract. (b.) Violation of any laws, rules or regulation, including safety codes. (c.) Failure to follow the procedures prescribed in Exhibitor Terms and Conditions and Rules and Regulations. (d.) Failure to remove property from the hotel or convention hall upon cancellation or relocation of the conference or convention.

Initial: _____ Date: _____

- 12. LIABILITY** - Nacha shall not be liable for loss or damage of any property of Exhibitor or his representatives used in connection with the exhibit, nor does Nacha assume any responsibility, for the protection and safety of Exhibitor, his officials, agents or employees. Small and easily portable articles shall be properly secured or removed after exhibition hours and placed in safekeeping by Exhibitor. Any protection exercised by Nacha shall be deemed purely gratuitous on its part and in no way be construed to make it liable for any loss or inconvenience suffered by Exhibitor.
- Exhibitor agrees to indemnify and hold Nacha and its agents harmless from all such claims and from all claims or liability of any nature whatsoever arising from the activities of Exhibitor or any of his representatives, including but not limited to his EACs or from the display or use of property of Exhibitor.
- Nacha shall not be liable for any failure to deliver space to an exhibitor or for the loss of allotted space of an exhibitor, who has contracted for exhibit space under the terms of this agreement, if non delivery is due to any one of the following causes: destruction of or damage to the building or the exhibit area by fire or act of God; acts of a public enemy; acts of terrorism; strikes; the authority of the law, or any cause beyond its control. Nacha will, however, in the event it is not able to hold an exhibit for any of the above-named causes, reimburse exhibitors pro-rata on any rental fee paid, less any and all legitimate expenses incurred by Nacha for advertising, administration, and similar and related costs.
- 13. LIMITATION OF LIABILITY** - Notwithstanding anything set forth herein to the contrary, in no event shall either party be liable for any lost profits or special, incidental, or consequential damages (however arising, including negligence) arising out of or in connection with this agreement. Furthermore, in no event shall Nacha's liability to Exhibitor arising out of or related to this agreement whether based in contract, negligence, strict liability, tort or other legal or equitable theory, including any indemnification obligation, exceed the total Exhibitor fee paid to Nacha hereunder.
- 14. ARBITRATION** - In the event a dispute arises between the parties with respect to this contract, it is hereby agreed that the dispute shall be resolved through binding arbitration in Herndon, VA, in accordance with the applicable rules of the American Arbitration Association. Each party shall be responsible for its share of the arbitration fees. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including reasonable attorneys' fees for having to compel arbitration or defend or enforce the award.
- 15. REMEDIES** - In the event Exhibitor violates any of the conditions of these Terms and Conditions, Nacha reserves an absolute right to invoke either or both of the following remedies, which shall be in addition to, and not in lieu of, any other right or remedies granted under this agreement or available under general contract law: In these circumstances, no part of Exhibitor's fees will be returned. Nacha may refuse thereafter to enter into any agreement with the same or related signatory/exhibitor to lease booth space at the future conferences or conventions sponsored by Nacha.
- Nacha, in addition to all other remedies is entitled to invoke under the terms of this Agreement, may require Exhibitor to pay to Nacha, as liquidated damages, and not as penalty, an amount equal to 100% of Exhibitor's fee where the signatory/exhibitor violates the restriction on selling set forth in Exhibitor Rules and Regulations, Section 19.
- 16. TRADEMARK STATEMENT** - The following trademark statement will be noted where necessary.
- These logos are registered trademarks or are considered other intellectual property of their respective companies in the United States and other countries and are used under license and/or permission.*
- 17. BOOTH & AFFILIATE PROGRAM PROMOTION** - This special rate entitles organizations to one to three 10'x10' booth(s) and a one-year membership in Nacha's Affiliate Program. This special rate is only available to organizations that are not current Affiliate Program members. Current Affiliate Program members are not eligible for this promotion. Affiliate Program renewals after the first year will be at the current pricing. Nacha staff reserves the right in its sole and absolute discretion to determine whether an applying organization receives the promotion.
- 18. EXHIBITOR RULES & REGULATIONS** - By submitting this Application, Exhibitor agrees to abide by these Terms and Conditions as well as the rules and regulations set forth by Nacha as provided in the General Conference Rules & Regulations, Exhibitor Manual, and the IAEE Guidelines for Display Rules & regulations for booth displays, each of which incorporated by reference herein and made a part hereof. Nacha Rules & Regulations are posted at <https://payments.nacha.org/rules-and-regs> incorporated in reference herein and made part of this agreement. Any exception to these rules will be listed in the Payments Exhibitor Manual.