

Payments 2023 Application and Contract for Exhibit Space

Exhibitor Information and Primary Contact
This person will receive all Payments 2023 correspondence.

Company Name: _____

Listing: _____
(As Company Name should appear in all materials associated with Payments 2023)

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)

Accounting/Billing Department Contact (*Exhibitor Accounting Department Contact*)

Contact Name _____ **Contact Title** _____

Phone _____ **Email** _____

PO# (if required for payment) _____ **AP portal for submitting invoices:** _____

The undersigned hereby expressly represents and warrants that they are duly authorized to execute this binding contract on behalf of the Exhibitor named above and acknowledges that they have 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 2023 Application and Contract for Exhibit Space and deposit/payment, Nacha will generate a confirmation letter. The confirmation letter 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 March 1, 2023 to receive member rates or change to nonmember rate will occur.

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' Member: \$4,325
 Nonmember: \$5,520

Per 10'x20' Member: \$8,650
 Nonmember: \$11,040

Per 10'x30' Member: \$12,975
 Nonmember: \$16,560

Per 20'x20' Member: \$17,300
 Nonmember: \$22,080

Per 20'x30' Member: \$25,950
 Nonmember: \$33,120

Per 20'x40' Member: \$34,600
 Nonmember: \$44,160

Per 30'x30' Member: \$38,925
 Nonmember: \$49,680

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"/> Fintech Flash Demo \$3,000 | <input type="checkbox"/> Fintech Solution Showcase \$6,000 | <input type="checkbox"/> Meeting Pod \$2,500 |
| <input type="checkbox"/> Pre-Con Customized Attendee Email \$3,500 | <input type="checkbox"/> Post-Con \$2,500 | <input type="checkbox"/> 10'x10' Meeting Room \$4,000 |
| <input type="checkbox"/> Advertisement in Payments Email \$1,250 | | <input type="checkbox"/> 10'x10' Meeting Room Branded \$6,000 |
| <input type="checkbox"/> Exhibitor Passport Program \$2,000 includes floor graphic | | <input type="checkbox"/> 10'x20' Meeting Room \$8,000 |
| <input type="checkbox"/> Aisle Floor Graphic \$500 | | <input type="checkbox"/> 10'x20' Meeting Room Branded \$10,000 |
| <input type="checkbox"/> Keynote Promo Slides \$1,000 | | <input type="checkbox"/> Digital Retargeting - 3 Months \$5,000 |

Exhibit Space

Prior to November 15, 2022 a non-refundable 50% deposit is required to confirm your exhibit booth space, after November 15, 2022 full payment is required with contract.

1) PAYMENT TERMS For contracts received prior to November 15, 2022, 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, 2022. For contracts received from November 15, 2022 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.

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

EXHIBITOR CONTRACT

The Exhibitor hereby submits this Exhibitor Contract for exhibit space at Payments 2023 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 2023 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 cancels this Contract, for reasons other than Exhibitor’s breach of this Agreement, Nacha will refund any exhibiting fees paid to Nacha or funds may be applied to Payments 2024.

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 ACHNetwork.
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: _____

Payments 2023

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 2023 Application and Contract for Exhibit Space (the "Exhibitor") to rent exhibit space at Payments 2023. The Payments 2023 Application and Contract for Exhibit Space (the "Exhibitor Contract") is attached here to 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 this contract with or without cause, and without prior notice. Nacha has complete discretion in the interpretation and enforcement of all terms and conditions governing exhibitors and this contract. Nacha agrees to work in good faith to resolve any unclear terms.
- 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, 2022. **Any contract signed after November 15, 2022 must be paid in full upon submission of the Exhibitor Contract.** Exhibitor 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, 2022. 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 by an exhibitor, 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 2023 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, 2022. b) No refund of the downsized contracted amount if written notice is received after November 15, 2022. 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.

Initial: _____	Date: _____
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- 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, or Exhibitor not being permitted to exhibit at the conference the following year.
- 8. FORCE MAJEURE** - Neither party shall be held responsible for delays or non-performance caused by activities or factors beyond its reasonable control, including without limitation, war, weather, pandemics, strikes, lockouts, fires, acts of God, or terrorism or similar occurrence ("force majeure event"). If the conference is canceled on account of a force majeure event, Exhibitor may (i) request a refund of any fees paid hereunder; or (ii) request that the funds be applied to another Nacha event, including the following year's conference. Transition to an online or virtual platform shall not be deemed to be cancellation of the conference. Nacha in its sole discretion may transition the conference to a virtual event for health or safety considerations, in which case (i) this Agreement shall continue in full force; and (ii) Exhibitor may either (a) proceed with the lower cost virtual exhibit hall, in which case Exhibitor will work with Nacha to determine how the adjusted refund should be applied; or (b) request a full refund of any fees paid hereunder; or (c) request that the funds paid be applied to another Nacha event, including the following year's conference. Any refund will be netted against any Nacha outstanding invoices. This shall be Nacha's sole liability. While it's often necessary to partner with vendors when exhibiting at Nacha, these partners are often not affiliated with Nacha and therefore any costs and fees incurred are completely separate from Nacha exhibiting fees. Any charges from furniture rental, shipping, material handling, etc. are the sole responsibility of the exhibitor. Please be sure to review your individual agreements with these outside vendors.
- 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.

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.

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 18.

16. TRADEMARK STATEMENT- Nacha grants Exhibitor a limited, revocable, non-transferable license to use its name and logo (the "Marks") in connection with the Payments 2023 event, subject to the review of Nacha. 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.

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17. BOOTH & MEMBERSHIP PROGRAM PROMOTION - This special rate entitles organizations to one to three 10'x10' booth(s) and a one-year membership in one of Nacha's membership programs. This special rate is only available to organizations that are not currently Affiliate or Alliance members. Current Affiliate or Alliance members are not eligible for this promotion. Affiliate and Alliance membership 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 Exhibit 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/exhibit-rules-regulations> incorporated in reference herein and made part of this agreement. Any exception to these rules will be listed in the Payments Exhibitor Manual.