

C3 Event Sponsorship Agreement

1. **Sponsorship Agreement.** Authorized personnel from the Sponsor agree to the following terms set forth for all 2024 C3 hosted Events.
2. **Payment Terms.** In consideration of the Sponsor's participation in C3 Events, the Sponsor shall pay the Organizer the Specified Fees according to the sponsorship level specified. All fees are deemed fully earned by C3 and non-refundable when due unless otherwise provided for in this Agreement. The sponsor will NOT be permitted to participate in the Event(s) (and this Agreement may be terminated by C3 in its sole discretion) unless the Specified Fee is received by the organizer no later than 30 days from the date of the event. The following standard payment terms will be set forth: Net 30. NOTICE: Failure of the Sponsor to comply with the payment term will, among other things, result in loss of sponsorship status. The full payment will be required to participate in any C3 event. All payments must be made in U.S. Dollars, Electronic payments (EFT) are the preferred form of payment. Credit Card payments will receive a 3% processing fee. If the Sponsor fails to pay the Specified Fees within the set standard payment terms, the Sponsor will incur 1.5% interest fee every thirty (30) days past the invoice due date. Remit all payments to: C3 Technology Advisors, 2295 Byron Shores Dr. SW., Byron Center, MI 49315.
3. **Cancellation.** This Agreement is cancelable by the Organizer only in accordance with Section 8 and 9 of this Agreement. If applicable, the Organizer agrees to pay the cancellation fees set forth in Section 8 and 9.
4. **Features of Specific Event Participation.** The exhibit(s) attached hereto set forth the entitlements of the specific participation in the Events set forth.
5. **Cancellation of the Event or Change of Event Venue or Date.** If C3 changes Event Date or Event Venue, or cancels any Event in its entirety, all of which C3 may do in its sole discretion, C3's sole responsibility and liability to the Sponsor shall be to (i) notify in writing the Sponsor of such changes or cancellation, and of any rescheduled date or venue, if applicable; (ii) refund the Specified Fees as received from the Sponsor with respect to that the Event if the Event is canceled by C3; (iii) offer to transfer the Specified Fees as received from the Sponsor with respect to that Event to another Event where a similar sponsorship opportunity is available or (iv) refund the Specified Fees as received from the Sponsor with respect to that Event if C3 changes the Event Date indicated in the Section 3 of this Agreement and fails to provide written notification of that change within 6 months of the new date. No refund of Specified Fees will be made due to a change in Event Venue. Force Majeure: If any Event is unable to be held due to acts of God, government authority, disaster, strikes, civil disorders, or other emergencies or due to any action beyond the control of the Organizer, C3 shall have no liability to the Sponsor, except that C3, in its sole discretion, shall determine whether to refund to the Sponsor its proportionate share of the balance of the Specified Fees as received from the Sponsor with respect to that the Event which remains after deducting expenses incurred by C3 and reasonable compensation to C3, but in no case shall the amount refunded exceed the amount of Specified Fees as received from the Sponsor with respect to that Event.
6. **Cancellation by the Sponsor.** Cancellation notice must be in writing. (a) Cancellation of any Event by the Sponsor is subject to the following cancellation charges per C3, which shall be deemed to be liquidated damages and not a penalty: (i) 25% of the Specified Fee if the cancellation notice is received by C3 at least six (6) months prior to the scheduled Event Date; (ii) 50% of the Specified Fee if the cancellation notice is received by C3 between five (5) months and three (3) months prior to the scheduled Event Date; (iii) 75% of the Specified Fee if the cancellation notice is received by C3 between two (2) months and one (1) month, one (1) day prior to the scheduled Event Date and (iv) 100% of the Specified Fee if the cancellation notice is received by C3 is one (1) month or less prior to the scheduled Event Date. Subsequent reassignment of canceled participation does not relieve the Sponsor of the obligation to pay the cancellation charges. (b) If the cancellation charges due to C3 exceed the amount previously paid by the Sponsor, the Sponsor must pay the balance to C3 within 30 days of sending the written cancellation notice. If the cancellation charges due to C3 are less than the amount previously paid by the Sponsor, C3 will refund the excess to the Sponsor within 30 days of receipt of the written cancellation notice. (c) If the Sponsor does not notify C3 in writing of cancellation and fails to participate in the Event, the Sponsor will be responsible for the full Specified Fees for the Event. (d) The Sponsor shall also be responsible for any additional charges required due to the cancellation by the Sponsor. (e) C3 may use the allocated space and/or sponsorship opportunities in any way it deems appropriate, and such does not relieve the Sponsor to pay the full Specified Fees for the Event. (f) Cancellation charges may not be applied toward participation at other C3 events or towards other C3 products or services, without C3's express, written consent. (g) A cancellation of a single Event does not change the obligation of the Sponsor for any remaining Events as expressed in this Agreement or other C3 agreements.
7. **Liability of the Sponsor.** (a) The Sponsor is solely responsible for its own demonstration materials and products, and for insuring its property from all loss or damage. The Sponsor acknowledges that all of its property is in its care, custody, and control in transit to and from, or within the confines of, the Event Venue. In no event shall C3 or Management (defined below) be responsible for injury, loss or damage that may occur to the Sponsor, its property or its employees, representatives, personnel or guests from any cause whatsoever, and the Sponsor agrees not to make any claims against C3 or Management for any such injury, loss or damage. (b) The Sponsor is solely liable for any damage, injury or death caused by the conduct of its employees, agents, representatives, attendees or equipment in connection with any Event (including any damages to the property, floors, walls or columns of the Event Venue). (c) The Sponsor shall indemnify and hold harmless C3 and its directors, officers, employees, and agents from and against all claims, losses, expenses, liabilities and damages (including reasonable attorney fees) arising out of our relating to the actions or omission of the Sponsor of its employees, representatives, personnel or guest.
8. **No Warranties.** C3 makes no representations or warranties to the Sponsor concerning any Events, including, without limitation, the number of participants who will attend any of the Events, or whether the Events are an effective method of marketing for the Sponsor
9. **Limitation of Liability.** Without limiting anything herein to the contrary, (i) C3's entire liability to the Sponsor arising out of or relating to this Agreement shall not exceed the Specified Fees actually paid to C3 hereunder, and (ii) in no event shall C3 be liable for any consequential, incidental, special, reliance or indirect damages arising out of or relating to this Agreement whether such claim is based in contract or tort, and whether or not C3 has been advised of the possibility of such damages.

10. **Coordination.** The Sponsor agrees to coordinate all aspects of participating at the Event through C3 or its designated Event Management Company (“Management”) including but not limited to, equipment shipments, power and electrical requirements and signage.
11. **Rules & Regulations.** (a) Additional Requirements. In addition to the rules specifically set forth in this Agreement, the Sponsor agrees to abide by all rules and regulations governing the Event, which are promulgated by C3 or Management from time to time (and may be subject to addition or amendment by C3 or Management from time to time upon notice to the Sponsor). (b) Subleasing. The Sponsor may not sublease all or any part of its exhibit space or sponsorship entitlements, or demonstrate, offer for sale, or advertise articles not manufactured, sold or provided by the Sponsor, except where such articles are necessary for the proper operation of its display. In such case, the identification of the other party shall be limited to the manufacturer’s normal name-plate. The Sponsor may not permit non-sponsor representatives to operate from the area. (c) Obstruction of Aisles or Noise. The Sponsor shall not conduct any demonstration or activity that results in any obstruction of aisles or prevents easy access to other areas. The Sponsor shall maintain sound and noise levels to those requested by Management. (d) Personnel. The Sponsor representatives shall wear badge identification furnished by Management at all times while they are in the Event Venue. All representatives of the Sponsor must pre-register for the Event. Management reserves the right to restrict or limit the number of representatives and to determine minimum standards regarding the representative’s title, company position, role, etc. (e) Filming or Recording. The Sponsor agrees that C3 may take photographs of, videotape or otherwise record the Sponsor’s exhibit space, personnel and representatives for any promotional use. (f) Display. All exhibit materials must be contained within the contracted exhibit space. C3 and or Management reserve the right to remove any display or materials that, in their sole judgement, are inappropriate. (g) Floor Plan, Revisions and Relocations. Management retains the exclusive right to organize and revise the floor plan and/or move the Sponsor to another locations, as Management deems necessary. (h) Signage / Collateral. The Sponsor is allowed to display and distribute pre-approved, printed collateral from its designated area.
12. **Waiver of Rights.** Any rights of C3 under this Agreement shall not be deemed to be waived unless specifically waived in writing by an authorized representative of C3 and no such waiver shall be deemed a waiver of any succeeding breach of the same or any other provision of this Agreement.
13. **Miscellaneous.** The parties agree to abide by all applicable laws in performing their obligations in connection with this Agreement. This Agreement represents a one-time only commitment between C3 and the Sponsor with respect to the Events indicated in Section 3. This Agreement (together with all Exhibits or Addenda hereto, each of which are incorporated herein and made a part hereof) constitutes the entire Agreement with respect to the subject matter hereof and may not be modified except by writing signed by both parties.
14. **Code of Conduct at C3 Events.** The Sponsor agrees to adhere to all C3 Events Code of Conduct, which can be found [here](#). Non-compliance to this code of conduct may result in being removed from participating in the event and future C3 hosted events.
15. **Trademarks.** The Sponsor grants to C3 the limited use of the Sponsor’s name, logo and trademarks (“Marks”) solely for C3’s use in promoting and administering the Events pursuant to this Agreement, in accordance with the Sponsor’s then current trademark usage guidelines. Except as expressly stated above, this Agreement does not grant C3 any rights in any Marks owned by the Sponsor.
16. **Contact Information.** The Sponsor recognizes that any contact lists and the names and addresses contained therein are a valuable asset and trade secrets of C3 and constitute proprietary and confidential information of C3. It is at C3’s sole discretion to determine what contact information is shared with the Sponsor. It is the Sponsor’s responsibility to collect contact information from event attendees. The Sponsor agrees that the contact lists shall be maintained in the strictest confidence. In the event of a breach, or threatened breach of this Agreement, C3 shall have the right, in addition to any other remedies, to seek injunctive relief without proof of actual damages.
17. **Term of Channel Partner.** The Sponsor hereby appoints C3 as the Sponsor’s exclusive Channel Partner on opportunities acquired from the Event stated in Section 3. The Sponsor agrees to work exclusively with the Organizer and its Associated Salespersons during the term of this Agreement by exclusively appointing C3 as the Agents of Records on opportunities acquired from the entirety of the Event, which includes, but not limited to: networking, contact information, workshops, presentations, panel discussion(s), and seminar(s). If the Sponsor closes business due to the entirety of the Event, and fails to provide written notice to C3 of the opportunity, the Sponsor hereby shall appoint C3 as the Agents of Records, Channel Partner, for the closed business.
18. **Governing Law.** This Agreement is governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Michigan. Any legal suit, action or proceeding arising out of or related to this Agreement shall be instituted exclusively in the federal courts of the United States or the courts of the State of Michigan in each case located in the City of Grand Rapids and County of Kent and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.