



# ABA 13th International Conference Contract

October 31- November 1, 2026, Prague, Czechia

## Organization Information

This information will appear as entered below in the printed program and on the ABAI website.

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Organization Name

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Contact Name

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Street Address

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City

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State/Province

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Postal/Zip Code

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Country

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Email (will be public)

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Website

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Work Telephone

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Work Fax

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Number of employees in organization

## Organization Description

Please provide a maximum 65-word description of your organization and its products or services, to be posted on the ABAI website and printed in the program book. Descriptions exceeding 65 words will be shortened. Only contracts that are received by 08/01/2026, are guaranteed to be included in the printed program.

**Past exhibitors only:** Please check if you would like to use the description on file with ABAI.

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## Contact Person

This person will receive exhibitor-related correspondence from ABAI and is ABAI's primary contact for exhibit matters.

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Contact First Name

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Contact last name

---

Street Address

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City

---

State/Province

---

Postal/Zip Code

---

Country

---

Email (non-public)

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Work Telephone

## Exhibitor Registrations

If you purchase an exhibit table, the names of the representatives who you would like registered will be collected via survey from [exhibits@abainternational.org](mailto:exhibits@abainternational.org). Please ensure this email address is white-listed in your system.

## Opportunities Available

**Exhibit Table:** **\$1,500**

A single exhibit table includes the following:

- One (1) draped 6' table
- Two (2) chairs
- Face-to-face exhibit time with attendees
- One (1) full Conference registration—allowing attendance at Conference sessions
- One (2) exhibit-only passes
- Company listed on conference landing page
- Listing in program book\*\*
- Discount on additional Conference registrations
- Logo on some conference emails (limited to time nearing event.)

\*\*Must submit final payment and information by print deadline.

### Advertising and Sponsorship:

**Joint Marketing Table: You Print | We Print**

**250 | \$750**

Have one of your marketing materials available on a table placed near registration for attendees to pick up. Marketing materials will be placed alongside other organizations.

You are responsible for printing and shipment of the materials. | ABAI will print provided ad: 750 copies sized A4 (210 x 297 mm), color, one-sided.

**Mobile App – Rotating Banner Ad**

**\$500**

Have your ad rotating on the top of the mobile app used by attendees for both the digital program and CE scanning. Will rotate with other organizations and advertisements. (6 Max)

**Event Webpage Ad**

**\$500**

Have your advertisement placed on the sidebar of the event landing page and the program on the web pages. Will rotate with up to 2 additional ads. (3 Max)

**Direction Sign Sponsor**

**\$3,000**

Have your logo featured on the CE signs used by attendees to scan in and out of the sessions.

**Lanyard Sponsor**

**\$3,500**

Have your logo featured in conjunction with ABAI on the Lanyards used by attendees.

**CE Sign Sponsor**

**\$4,000**

Have your logo featured on the CE signs used by attendees to scan in and out of the sessions.

**Mobile App Sponsor**

**\$5,500**

Have your logo featured in prime locations through the mobile app used by attendees for both the online schedule and CE scanning.

**Personal Marketing Table:** **\$900**

A single marketing table includes the following:

- One draped 6' table
- Company listed on Conference landing page
- Logo on some conference emails (month of event)
- No staffing for the table is allowed
- You are responsible for getting your marketing materials to the event space, though ABAI can help in the set-up process if you will not be on-site.

**Please select your top two table choices from the floor plan. We will strive to accommodate your preference. \***

\_\_\_\_\_ First choice \_\_\_\_\_ Second choice

\*Please Note: The floorplan is not available at this time. Registrations will be taken on a first-come first-choice basis. You will be contacted for your booth choice upon floorplan release.



## ABA 13th International Conference Contract

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|  |                |
|--|----------------|
| <input type="checkbox"/> <b>Coffee Break</b>   | <b>\$5,500</b> |
| Have your logo featured at the coffee break for attendees in the morning. (2 available)                                |                |
| <input type="checkbox"/> <b>Attendee Lunch Sponsor</b>   | <b>10,000</b>  |
| Have your logo featured in conjunction with the attendee lunch. Includes a promotional email and 2 full-registrations. |                |

### Agreement

In making this application, we agree to conform to all terms and conditions set forth by the Association for Behavior Analysis International (ABA) and its agents. It is mutually agreed that all said regulations shall be interpreted by the Executive Council of ABA, and the parties hereto shall be bound by such interpretations.

**I have read the terms and conditions and agree to comply with regulations as stated in this document.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

| <b>Total Payments Enclosed</b> |   |                 |
|--------------------------------|---|-----------------|
| Exhibit or Personal Table      | Number: _____   | \$ _____        |
| Joint Marketing Table          | <input type="checkbox"/> I'll Print <input type="checkbox"/> ABAI Print | \$ _____        |
| Digital Advertisement          | <input type="checkbox"/> Banner <input type="checkbox"/> Webpage        | \$ _____        |
| Lanyard Sponsorship            |   | \$ _____        |
| Sign Sponsorship               | <input type="checkbox"/> CE <input type="checkbox"/> Direction          | \$ _____        |
| <b>Total Payments</b>          |   | <b>\$ _____</b> |
| <b>Invoice</b>                 |   |                 |
| Payment is due upon receipt.   |   |                 |

If payments are not made by your organization by the deadline, we retain the right to run the payment information submitted here for the year on outstanding invoices.

## TERMS AND CONDITIONS FOR EXHIBITS

### Exhibit Approval Process

ABAI reserves the right to determine the suitability of all exhibits and advertisements submitted and to reject those inconsistent with its mission. All exhibits will be reviewed and approved by the ABAI Practice Board. You will receive confirmation from the ABAI office when your application is approved. The exhibiting or promotion of services, products, or equipment at the ABAI exhibit does not constitute endorsement by ABAI. An exhibitor is not permitted to represent in any manner that its goods or services have been endorsed by ABAI.

### Space Assignment

All applications for exhibit space at the ABAI Annual Convention must be made on the official contract form included here. Space is assigned on a first-come, first-served basis. You must reserve exhibit space by August 1, 2026 for your information to be printed in the convention program book.

### Set-Up/Tear-Down

There are no exhibitor services available at this event. Any and all crates/boxes/items are the responsibility of the exhibitor. ABAI will not be responsible for packing up or returning any unclaimed merchandise. Any exhibit space not occupied by the end of move-in hours is subject to reassignment or resale by the association without refund, unless prior approval is obtained in writing from ABAI.

### Deposit

A **50% deposit is due by April 10, 2026** and is required to hold your booth. The **balance is due by 05/01/2026**. Failure to remit the balance by the dates specified constitutes cancellation of the contract, and the reserved space will be subject to resale without refund of deposit. **Payment in full is required before set-up on site unless confirmed prior.**

### Cancellation

Should an exhibitor wish to cancel a reservation before 08/01/2026, a \$250 administrative fee will be held. Cancellation after this date obligates the exhibitor to full payment. No refunds will be made after this date. All cancellations must be in writing.

### Booth Representatives

Email: [exhibits@abainternational.org](mailto:exhibits@abainternational.org)

Fax: (269) 492-9316

Each exhibiting company will receive two exhibit-hall-only badges and one complimentary full convention registration with the booth fee. Additional booth representatives will be required to register for the convention.

### Subletting

Exhibitors may not assign, sublet, or apportion the whole or any part of the space allocated to them, or the exhibit therein, or permit any other person or firm to exhibit therein any goods other than those manufactured or distributed by the exhibitor in the regular course of business, without written consent from ABAI.

### Booth Decorating

Exhibitors are responsible for any items necessary for their displays, including furniture, material handling, draping, accessories, signs and so on, beyond those provided by ABAI. Electrical access cannot be guaranteed for this event.

### Care of Exhibit Space

Exhibitors must surrender space occupied by them in the same condition it was in at the commencement of occupation. Exhibitors or their representatives shall not injure or deface the walls, columns, floors, or furniture of the exhibit facilities. All property destroyed or damaged by the exhibitor must be replaced in its original condition by the exhibitor at his or her own expense. **The exhibitor shall be liable for all property damaged.**

### Direct Sales

Exhibitors may only promote products from their booths and take orders. No direct selling by exhibitors is permitted.

### Canvassing

Canvassing or distributing advertising materials outside the exhibitor's own space is not permitted. It is strictly prohibited to publicize and/or maintain any extracurricular activities, inducements, or demonstrations away from the exhibition area during the exhibit hours.

### Security

ABAI will provide limited roaming security in the hall throughout the event. Do not leave items of value

Mail: ABAI, 550 W. Centre Ave., Suite 1, Portage, MI 49024-5364

unattended. Exhibitors will be responsible for the security of booth materials and personal items at all times. Valuable items inside the booth space may require additional security at the exhibitor's own expense.

### **Noise and Equipment**

Electrical or other mechanical apparatus must be muffled for noise and positioned so as not to interfere with the event. X-ray equipment may not be operated. Volatile or flammable oils, gases, unprotected picture film, other explosive flammable material, or any substance prohibited by city laws or insurance carriers are not permitted on the premises.

### **Outside Exhibit Contractor**

If an exhibitor chooses to use its own contractor for material handling; labor; rental of mechanized equipment, standard and specialty furniture, carpet, or flooring; staging; exhibit rental; installation and dismantling labor; or transportation, the exhibitor must provide the following to the official decorator at least 30 days prior to the convention move-in date (i) a written statement setting forth the identity and intended use of the contractor and (ii) evidence from the contractor of the following minimum insurance coverage: (a) workers' compensation insurance in the minimum amount as required by state law; (b) automobile liability insurance in a minimum amount of \$2 million covering all owned, hired, and non-owned vehicles; and (c) commercial general liability insurance in a minimum of \$2 million. Additionally, the contractor must list the official decorator and ABAI as additional insured on the policies.

### **ADA Compliance**

The exhibitor agrees to ensure that its exhibit booth space is in compliance with the Americans With Disabilities Act (ADA). To comply with the ADA, exhibitors should make every effort to accommodate attendees who are disabled.

### **Liability**

Insurance and liability are the full and sole responsibility of the exhibitor. Neither ABAI; nor any of its officers, employees, or representatives; nor the owners, employees, or representatives of the official decorator or the convention center shall be responsible for injury, loss, or damage that may occur to the exhibitor's property prior to, during, or subsequent to the exhibition period, provided such injury, loss, or damage is not caused by

the negligence or willful act of one or more of the aforementioned parties. Exhibitors, by accepting space and making application for space, acknowledge the above terms and expressly release the above-named association, individuals, and firms from any, and all claims for such loss, damage, or injury.

### **Communication**

The communications policy applies to all forms of written and verbal communication, including correspondence and online communications, as well as presentations and in-person communications. The policy is designed to preserve the mission of ABAI as a scientific organization and the safety of members, non-members, and staff.

Communication is meant to stimulate respectful conversation, share information, and invite dialog, not to create unnecessary conflict. ABAI values diverse opinions but expects members to express those opinions in an appropriate manner that is not offensive, demeaning, or derogatory. ABAI strictly prohibits defamatory, abusive, profane, threatening, offensive, and illegal content and actions. All communications should be professional in nature. When in doubt, if the language would not be used or allowed in a work setting, it is likely not appropriate. Remain cognizant of how communications could potentially be perceived as offensive and/or bullying.

*Please observe the following guidelines:*

**Stay on topic.** When engaging in online or in-person communication, please keep comments on topic. Communication should be relevant to the scientific community and rely on accurate, verifiable information as much as possible. Communications should not be used for commercial solicitations including solicitations for money, goods, or services for charitable purposes or private gain, unless you have obtained proper permission.

**Do not bully or harass others.** We welcome professional and thoughtful dialogue on issues relevant to our mission. If you disagree with another person's opinion, please keep your communication respectful and intended to promote scientific dialogue. Do not threaten, bully, or harass other users.

**Refrain from using hateful speech.** Be respectful of others. Communications that may be perceived as an attack on other users based on their race, ethnicity, national origin, religion, sex, gender, sexual orientation, disability, or medical condition will not be tolerated. All presenters at ABAI events are expected to abide by this policy. Discriminatory and derogatory language with

respect to individuals or groups based on their personal characteristics (e.g., race, gender) will not be tolerated at ABAI.

**Do not use vulgar language or profanity.** Although some terms might be informally accepted between friends, it is best to avoid using these types of language at all times.

**Observe confidentiality laws at all times.** Do not share confidential information inside or outside of the organization. This includes but is not limited to individual names, addresses, telephone numbers, and email addresses, if the individual has not given consent. Online communication platforms are open to anyone and intended for behavior analytic practitioners, scientists, researchers, and students; they are not an appropriate place for patients to seek information. ABAI requires all member communications to omit all identifying information from historical data and images, and to comply with Health Insurance Portability and Accountability Act (HIPAA) restrictions regarding protected medical information.

**Observe fair use, copyright and disclosure laws.** Always list the source of copyrighted materials and ensure you have permission to use them. This includes pictures, charts, graphs, tables, and excerpts of text. Materials that have not been authorized by the source for release should not be shared.

**Be truthful.** Never represent yourself in a false or misleading way. All statements must be true; all claims must be substantiated.

#### *Violation of Communication Policy*

ABAI reserves the right to take any action deemed appropriate for violations of this policy including but not limited to issuing a warning, removing content, and restricting access to group communications.

#### *ABAI Rights*

We reserve the right to update or modify this communication policy at any time and without prior notice, by posting the revised version on this site.

## **TERMS AND CONDITIONS FOR ADVERTISEMENTS**

ABAI Advertisement, Marketing, and Sponsorship Terms and Conditions

Effective Date: 10/01/2024

“Advertiser” (as defined below) has executed a contract with “Publisher” (as defined below) for Publisher to

publish advertisements, sponsorships or a marketing campaign for Advertiser. These Terms and Conditions supplement and are made a part of the contract between Advertiser and Publisher. These Terms and Conditions, together with the terms in the contract between the Advertiser and the Publisher constitute the entire agreement between the Advertiser and the Publisher. These Terms and Conditions govern all purchases of sponsorship, marketing, advertising, and print and digital advertising placements fulfilled by the Association for Behavior Analysis International (ABAI). These Terms and Conditions apply to all orders entered after the effective date above.

### **Defined Terms**

“Advertiser”

“Advertiser” is the organization contracting with Publisher to publish an advertisement and/or provide marketing services.

“Publication”

“Publication” or “Publishing” may refer to book/journal publication, print and distribution on-site, setup of signage on-site, a digital advertisement going live online, social media posts, or an email campaign being sent.

“Publisher”

“Publisher” or “ABA” refers to the Association for Behavior Analysis International, as the organization that will be responsible for publishing all advertisements, marketing campaigns, and sponsorships.

“Sponsor”

“Sponsored by” or “Sponsor” means content which supports an organization’s desired brand message or views, but does not constitute endorsement by ABAI.

### **Approval Process**

ABAI reserves the right to determine the suitability of all advertisements and other materials submitted by Advertiser and to reject those inconsistent with its mission or seek additional information from Advertiser to make a final decision. All submissions will be reviewed and approved by ABAI. You will receive confirmation of your submission from the ABAI office within 10 business days. If you do not receive a confirmation of your proposed submission, it has been rejected.

**Term**

The term of this agreement will be until the completion of the associated event, or a specific timeframe outlined as the length of a specific advertising campaign, as agreed in writing between the parties.

**Compliance with Laws**

Advertiser represents, warrants, and covenants that:

- (a) They have full power and authority to enter into this Agreement and perform its obligations hereunder.
- (b) Their performance of this agreement will not violate any contracts with third parties.
- (c) All materials and digital files submitted to ABAi do not contain any computer viruses or other damaging code.
- (d) All advertisement material and campaigns do not violate any rights of any third parties, including but not limited to copyright, trademark, patents, trade secrets, right to privacy, right of publicity, "Intellectual Property Rights," and civil rights.
- (e) They are familiar with, and all ad materials and campaigns comply with, all applicable laws, regulations, and FTC and industry guidelines, including but not limited to local, state, federal, and international laws.
- (f) Ads and ad campaigns will comply with ABAi's privacy policy, the California Online Privacy Protection Act, and the Self-Regulatory Principles for Online Behavioral Advertising at [https://digitaladvertisingalliance.org/sites/aboutads/files/DA\\_A\\_files/seven-principles-07-01-09.pdf](https://digitaladvertisingalliance.org/sites/aboutads/files/DA_A_files/seven-principles-07-01-09.pdf).
- (g) Email campaigns will comply with the 2003 CAN-SPAM Act available at <https://www.ftc.gov/business-guidance/resources/can-spam-act-compliance-guide-business>.

Advertiser confirms they have obtained all necessary consents and releases before submitting materials, and all statements and direct and indirect claims made in each ad are accurate, true, and supported by competent and reliable substantiation. Advertiser accepts that all ad preparation is Advertiser's responsibility.

**File Requirements**

Upon the purchase of any advertising, marketing, or sponsorships, Advertiser must be able to provide Publisher with a logo that is a high-quality transparent

image, suitable for large-scale print, in both full color and single-color formats.

Any print proof sent by Publisher must be approved by Advertiser within five business days. In the absence of communication, the product may not be printed. In the event of a lack of response from Advertiser, no refunds will be issued.

**Acceptance**

Submission of an advertisement does not constitute a commitment by Publisher to publish or distribute the advertisement as-is. Publisher accepts an advertisement only by confirming in writing or publishing such ad.

**Legal Review**

Publisher does not assume any obligation to perform legal review of advertisements.

**Advertisement Material Delivery**

Failure of Advertiser to meet any deadlines may result in additional charges or denial of publication with no refund.

Advertiser shall be responsible for timely delivery to Publisher of all advertisement material necessary for publication and distribution of the ads, including all necessary artwork and/or digital files, the timing and formats of which may be more specifically set forth in the order. If all necessary materials are not received in time for the scheduled run date, and unless otherwise specifically instructed by Advertiser, the Publisher may, at its sole discretion, use artwork or other materials from previous ads placed by Advertiser, if applicable.

Publisher will not be responsible for advertisement material that is not properly formatted or displayed or that cannot be accessed or viewed because it was not received by Publisher in the proper form, in a timely manner, or in an acceptable technical quality for mobile or online publication.

Publisher accepts no responsibility for material formatting that varies based on device type or age.

Publisher is not responsible for reminders of any deadlines initially submitted and agreed to by Advertiser as a part of the contract.

Advertisement materials that do not conform to the order specifications may result in a higher price, delay in publication, or lack of publication with no refund.

Publisher prohibits and may postpone, cancel, or otherwise return, any advertisement material that violates its advertising or communication standards, including but not limited to advertising that violates applicable laws, promotes illegal goods, or promotes messages that are inconsistent with the mission of the Publisher. See the ABAI Communication Policy.

### **Rejection and Alteration of Advertisements**

To ensure the integrity of Publisher's publications and for the benefit of our readers and all Advertisers, Publisher reserves the right to revise, reclassify, edit, or reject any ad material or any portion thereof at any time.

Publisher reserves the right to refuse to publish any advertisement text or other content for any reason and regardless of whether any such advertisement material was previously accepted by Publisher.

Publisher reserves the right to alter any advertisement material for the material to conform to Publisher's current mechanical or technical specifications.

### **Position Requests**

For print advertisements, placement or location of advertising is not guaranteed. Any specific advertisement placement condition shall not be legally binding upon Publisher but will be treated as a request only. Publisher shall not be deemed in breach of this agreement if it does not publish or distribute an advertisement in a requested position.

### **Preparation and Delivery**

#### **Delivery of Advertisement material**

For digital advertisements, Publisher will make final technical specifications electronically viewable to Advertiser. If advertisement materials are delivered late, Publisher is not required to guarantee full delivery of the advertisement on the previously agreed timeline.

### **Rejection of Advertisements**

Publisher shall notify Advertiser when it rejects advertisement materials due to unsatisfactory technical quality, inappropriate content, or any other reason.

Advertiser shall notify Publisher when it rejects any proof due to unsatisfactory technical quality, errors, or any other reason.

### **Replacement or Removal of Digital Advertising**

Email: [exhibits@abainternational.org](mailto:exhibits@abainternational.org)

Fax: (269) 492-9316

Once submitted, Advertiser may replace or cancel creative copy for advertisements only with written notice to Publisher. Publisher must confirm this change in writing and will communicate confirmation with Advertiser for it to go into effect.

### **Digital Ownership**

As between the parties, Publisher owns all right, title, and interest in and to all content on the Publisher websites (except for advertisement materials) and all other content, html, and code. Nothing in this agreement or otherwise precludes Publisher from using any code, design, idea, concept, or material used in connection with this agreement on behalf of itself or any third party. Publisher owns all rights, title, and

interest in and to any data about users of its websites. Advertiser authorizes Publisher to bring any claims Publisher may in its reasonable discretion choose to pursue to prevent third party use of the content or data contained in any advertising, without Advertiser's consent.

### **Copyright**

The Publisher owns all rights to their logo, designs, themes, and content. Advertisers are prohibited from copying, reproducing, or repurposing the publisher's assets without consent. For the publication of related content, a written request for permission as well as prior submission of content for review and approval is required.

### **Liability for Errors/Omissions/Cancellations**

#### **For All Placements**

It is Advertiser's responsibility to check for errors in its advertisements before and after publication. Advertiser shall check the first appearance of advertisements for correction. Publisher shall not be liable for any publication in which the proof was authorized by Advertiser prior.

Publisher is not responsible for errors on copy received after deadline and assumes no financial responsibility for typographical errors.

Publisher is not responsible for errors involving orders, cancellations, or corrections given orally. Written or facsimile confirmation of orders, cancellations, or

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corrections must be received prior to Publisher's print/cancellation deadline.

Publisher will publish and distribute advertisements and bill Advertiser for all orders that are not canceled prior to the deadline. Advertiser may be subject to a cancellation charge when such cancellation results in production delays.

### **Digital Only**

If Publisher is unable to display any digital advertisement for any reason, it shall at its discretion either:

- (a) provide substitute advertising of comparable value ("makegood"), or
- (b) refund to Advertiser a portion of the fee Advertiser has paid to Publisher.

Publisher's total liability for breach or violation of this contract or for failure to publish or display any digital advertisement or for errors and omissions in a digital advertisement shall be limited to a refund of any amount paid for such digital advertisement.

### **Print Only**

Publisher's total liability for breach or violation of this contract or for failure to publish or display any advertisement or distribute any advertisement insert shall be limited to a refund of any amount paid for such placement.

Publisher's liability for errors or omissions in print display advertisements shall be limited to the cost of advertising space in an amount equal to the erroneous portion of the advertisement.

Publisher shall have no liability for, and no credit shall be issued to Advertiser for, errors that do not materially affect the value of the advertisement or advertising insert or where Advertiser is responsible for the error or omission. In the event Advertiser has paid a premium for a particular position, damages for failure to publish in a particular position shall be limited to the refund of the premium paid. With respect to advertising, such reimbursement shall be limited to a refund of that portion of the premium associated with the portion of the advertising inserts that were not distributed in accordance with the specific position request.

### **Financial Terms**

### **Rates**

Unless otherwise specified in the order, Advertiser agrees to pay Publisher's published rates in effect for applicable advertising at the time of placement.

### **Payment**

Advertiser shall pay all Invoices within 15 days of the invoice date or as otherwise stated on the invoice.

"Invoice" refers to any electronic or paper request for payment regardless of the title of the document. Invoices may be titled "statement" or "bill."

### **Deposit**

*A 50% deposit is due within one week of approval. The balance is due before the print /submission deadline.* Failure to remit the balance by the dates specified constitutes cancellation of the contract, and the reserved product will be subject to resale without refund of deposit.

### **Invoice Disputes**

Advertiser waives any dispute regarding any item included in an invoice unless notice and amount of such dispute is provided to Publisher within thirty (30) days of the invoice date. Send such notices to [exhibits@abainternational.org](mailto:exhibits@abainternational.org) or call the number on the invoice.

### **Late Payment and Collections**

Except for invoiced payments that Advertiser has successfully disputed, Advertiser shall be responsible for all amounts invoiced by Publisher and all costs incurred by Publisher in connection with the collection of any amounts owing hereunder, including without limitation, collection fees, court costs, and reasonable attorney fees.

### **Rate Changes**

Publisher shall have the right to revise the advertising rates set forth in this agreement at any time upon notice to Advertiser of such rates. Advertiser may terminate this agreement on the date the new rates become effective by giving written notice within 30 days of such termination.

If Publisher is printing the advertisement and there is an increase in the cost of paper at any time during the term of this agreement, Advertiser understands and agrees that the advertising rates in the order may be adjusted to reflect that increase automatically upon the effective date of the cost of paper increase.

## Termination

Should a digital Advertiser wish to cancel a reservation before the deadline, a 30% (USA currency) administrative fee will be retained. Should any non-digital advertiser or sponsor wish to cancel a reservation before the print deadline a \$250 (USA Currency) administrative fee will be retained. Cancellation after this date obligates Advertiser to full payment. No refunds will be made after this date. No refunds will be made if cancellation is made after proof is approved and the product has been printed or published. All cancellations must be in writing.

Publisher shall have the right to terminate this agreement at any time, with or without notice to Advertiser, for Advertiser's failure to remit payment for invoices by the due date of such bills.

Publisher shall have the right to terminate this agreement for any reason and at any time by written notice to Advertiser. Any non-rendered services or publications will be refunded.

Advertiser shall have the right to terminate this agreement at any time by written notice to Publisher. Refunds shall apply to the cancellation date and publication status of the product.

## Other Terms

### Force Majeure

Except for payment obligations, neither party will be liable for failure to perform any obligation required under this agreement when such failure is due to fire, flood, unavoidable accident, government action, legal restrictions, electronic or electrical interference, system failure, technical failure, equipment breakdown, failure of any third-party system or product, or any other cause beyond the control of that party.

### Endorsement

The execution of services, products, or equipment through Publisher does not constitute endorsement by ABAi. Advertiser is not permitted to represent in any manner that its goods or services have been endorsed by ABAi.

### Relationship of Parties

Nothing in this agreement creates any agency, joint venture, partnership or other form of joint enterprise, employment or fiduciary relationship between the parties.

Publisher is an independent contractor pursuant to this agreement. Neither party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement or undertaking with any third party.

### Indemnification

Advertiser shall defend, indemnify and hold harmless Publisher and its affiliates, subsidiaries, and their respective directors, officers, principals, managers, members, partners, shareholders, employees, and controlling persons and their affiliates (Publisher and each such person being an "Indemnified Party"), against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, demands, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, fees and the costs of enforcing any right to indemnification (collectively, "Losses"), arising out of or resulting from its breach of this agreement; negligence or willful act or omission of Advertiser or its personnel or affiliates in connection with its performance of its obligations under this agreement; the content of, or representations made in any advertisement or any website linked to from an advertisement; and any other claims of any nature arising from or attributable to the publication or distribution of any advertisement.

### Limitation of Liability

Except with respect to Advertiser's indemnification and confidentiality obligations, in no event will either party be liable to the other for any consequential, incidental, indirect, exemplary, special or punitive damages whatsoever (including damages for loss of use, revenue or profit, business interruption and loss of information), whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages. In no event shall Publisher be liable to Advertiser for any amount greater than the amount paid by Advertiser to Publisher under this agreement. In addition, any liability of Publisher is limited as stated above under *Liability for Errors/Omissions/Cancellations*.

### Advertiser Represented by Employee

Advertiser's representative represents and warrants they possess all necessary authority to enter into this agreement on behalf of Advertiser. The employee represents and guarantees they have all necessary authority to enter into this agreement on behalf of Advertiser.

### **License to Ad Materials**

Advertiser grants Publisher a non-exclusive, perpetual, irrevocable, and worldwide license to copy, store, display, print, and distribute any and all advertisement materials provided by Advertiser or its agents, including but not limited to photographs, artwork, text, and graphics, in any media, presently known or unknown, including but not limited to Publisher's electronic publications on the internet and in any archival retrieval system whether that information is digitally stored or stored on any other media.

Publisher has no obligation to return any material (including advertisement material) submitted to Publisher by or on behalf of Advertiser to Advertiser or any other party, and Publisher shall have no liability for its loss or destruction.

### **Confidentiality**

Publisher may disclose or make available to Advertiser information about its business affairs and services, confidential information and materials comprising or relating to intellectual property rights, third-party confidential information and other sensitive or proprietary information, as well as the terms of this agreement including but not limited to the pricing and rates, whether orally or in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential." Following receipt/disclosure of such confidential information, Advertiser shall:

(a) Protect and safeguard the confidentiality of Publisher's confidential information with at least the same degree of care as Advertiser would protect its own confidential information, but in no event with less than a commercially reasonable degree of care.

(b) Not use Publisher's confidential information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this agreement.

(c) Not disclose any such Confidential information to any person, except to Advertiser's representatives who need to know the confidential information to assist Advertiser, or act on its behalf, to exercise its rights or perform its obligations under this agreement.

Advertiser shall be responsible for any breach of this section caused by any of its representatives or agents. At any time during or after the term, at Publisher's written request, Advertiser and its representatives shall promptly return or destroy all confidential information and copies thereof that it has received under this agreement.

### **Governing Law and Venue**

This agreement, including all order documents, and all matters arising out of or relating to this agreement, shall be governed by, construed, and enforced in accordance with the substantive law (excluding choice of law provisions) of the State of Michigan. Any and all actions concerning any dispute arising hereunder shall be filed and maintained only in the State Courts residing in Kalamazoo County, Michigan or the United States District Court for the Western District of Michigan. Both parties hereby consent to and submit to the exclusive jurisdiction and venue of the preceding courts and agree that such State and Federal courts shall be the exclusive forum for such disputes.

### **Complete Agreement, Modification, and Waiver**

This agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties with respect to all advertising and supersedes all prior and contemporaneous understandings or agreements of the parties, unless otherwise noted in this agreement. This agreement may be modified only by a written document signed by an authorized representative of both parties. Waiver of any of the terms of this agreement by Publisher in any instance shall not prevent Publisher from subsequently enforcing any provision of this agreement in accordance with its terms.