

9IN9OUT VENDOR AGREEMENT

This Vendor Agreement (“Agreement”), applies to all vendors (“Vendors”) participating in the events catering to expecting parents and new partent (“Events”) put on by 9in9out LLC (“9in9out”). By purchasing a ticket to participate as a Vendor at an Event (“Ticket”), each Vendor consents to this Agreement and its terms. No Vendor may participate in an Event without first consenting to this Agreement and its Terms. 9in9out may make changes from time to time to this Agreement, and when changes are made, 9in9out shall provide applicable Vendors notice of such changes. A Vendor’s continued participation in the Event after such notification shall serve as a Vendor’s explicit consent to such modifications.

DEFINITIONS

As used herein and throughout this Agreement:

1.1 “*Agreement*” means the entire content of this document, Exhibits, or additional Schedules as may be attached hereto and incorporated herein by reference.

1.2 “*Vendor Content*” means all materials, information, photography, writings, social media posts, and other creative content provided by Vendor for use in the preparation of and/or incorporation in the Marketing Materials.

1.3 “*Copyrights*” means the property rights in original works of authorship, expressed in a tangible medium of expression, as defined and enforceable under U.S. Copyright Law.

1.4 “*Marketing Materials*” means the work product created by 9in9out for the purposes of promoting the Event.

1.5 “*Trademarks*” means trade names, words, symbols, designs, logos or other devices or designs used to designate the origin or source of goods or services.

1.6 “*Event Date*” means the date specified on 9in9out’s purchase page when a Vendor purchases a Ticket.

1.7 “*Venue*” means the location specified by 9in9out to hold the Event.

1.8 “*Effective Date*” means the date in which a Vendor purchases a Ticket.

ACCEPTANCE

By completing registration as an Event Vendor, Vendor agrees to the terms of this Agreement.

INTELLECTUAL PROPERTY

3.1 *Vendor Content.* Vendor Content, including all pre-existing Trademarks and Copyrights owned by Vendor, shall remain the sole property of Vendor, and Vendor shall be the sole owner of all rights in connection therewith. Vendor hereby grants to 9in9out a nonexclusive, nontransferable license to use the Vendor Content in connection with 9in9out’s production of the Marketing Materials.

3.2 *Copyrights.* 9in9out shall retain all Copyrights in its originally created Marketing Materials subject to the pre-existing rights of Vendor and third parties in their proprietary branding content.

FEES

As consideration for the purchase of a Pass, Vendor shall pay to 9in9out fees in the amounts 9in9out specifies to Vendor in writing upon purchase of the Pass (“Fees”).

REFUNDS

5.1 *Generally.* Unless a specific provision of this Section 5 applies, Vendor shall not be entitled to a refund of any fees paid according to Section 4.

5.2 *Timely Refund Request.* If Vendor provides 9in9out with written notice of its intention to withdraw as an Event Vendor at least 60 days prior to the Event Date, then 9in9out shall refund Vendor for 90% of the Fees Vendor paid to 9in9out, subject to the terms in this Section 5.

5.3 *Sponsorships.* 9in9out shall not provide any refund for Fees Vendor pays to serve as a sponsor of the Event.

5.4 *Discretionary Refunds.* For all other refunds of Fees, 9in9out may, in its sole discretion, grant a refund to Vendor.

VENDOR RESPONSIBILITIES

Vendor acknowledges that it shall be responsible for performing the following in a reasonable and timely manner:

6.1 Compliance with all policies of the Venue.

6.2 Provision of Vendor Content in a form suitable for reproduction or incorporation into the Marketing Materials without further preparation

6.3 Timely payment of all Fees.

6.4 Professional conduct at the Event with the other Vendors, Event attendees, and 9in9out.

6.5 Set-up and removal of all Vendor materials and personal property from assigned table space.

6.6 Refraining from any direct sales of Vendor products to Event attendees at the Event. This Section 6.6 does not prevent Vendor from providing samples of Vendor products or directing Vendors to webpages for purchase of Vendors products or services.

RECOGNITION

9in9out retains the right to reproduce, publish and display the Marketing Materials in 9in9out's social media, app and websites, and in its business portfolio of example work. Either Party, subject to the other's written approval, may include a link to the other Party's website on its own website.

RELATIONSHIP OF THE PARTIES

8.1 *Independent Contractor.* 9in9out and Vendor are independent entities of one another. This Agreement does not create a partnership or joint venture, and neither Party is authorized to act as agent or bind the other Party, except as expressly stated in this Agreement.

8.2 *No Exclusivity.* The Parties expressly acknowledge that this Agreement does not create an exclusive relationship between the Parties. Vendor is free to serve as vendors for similar events, and 9in9out shall be entitled to contract with other Event Vendors for the Event.

INDEMNIFICATION

Vendor agrees to indemnify, save and hold harmless 9in9out from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party arising out of any breach of Vendor's responsibilities or obligations, representations or warranties under this Agreement. Under such circumstances, Vendor shall promptly notify 9in9out in writing of any claim or suit. Vendor has sole control of the defense and all related settlement negotiations. 9in9out shall provide Vendor with commercially reasonable

assistance, information and authority necessary to perform Vendor's obligations under this section.

TERM AND TERMINATION

10.1 This Agreement shall commence upon the Effective Date and shall remain effective upon the earlier of: i) completion of the Event; ii) Vendor's completed request for refund under Section 4; iii) either Party's breach of the Agreement; or iv) mutual written consent of the Parties.

10.2 Upon expiration or termination of this Agreement, 9in9out shall have no obligation to return Vendor's property, except that any Trademarks or Vendor Content shall be returned and copies of such content destroyed within thirty (30) days of termination of this Agreement..

GENERAL

11.1 *Modification/Waiver.* This Agreement may be modified by the Parties, but any modification of this Agreement must be in writing and executed by both Parties. Failure by either Party to enforce any right or seek to remedy any breach under this Agreement shall not be construed as a waiver of such rights, nor shall a waiver by either Party of default in one or more instances be construed as constituting a continuing waiver or as a waiver of any other breach.

11.2 *Notices.* All notices to be given hereunder shall be transmitted in writing either by electronic mail with return confirmation of receipt or by certified or registered mail, return receipt requested, and if the notice is to be served on 9in9out, shall be sent to the addresses listed below, unless the 9in9out otherwise specifies in writing:

(a) By email to 9in9out: 9in9outteam@gmail.com

(b) Notice to Vendor: at the email address as the Vendor specifies in writing.

Notice shall be effective upon receipt or in the case of email, upon confirmation of receipt.

11.3 *Governing Law.* The formation, construction, performance and enforcement of this Agreement shall be in accordance with the laws of the State of Wisconsin without regard to its conflict of law provisions or the conflict of law provisions of any other jurisdiction. Any dispute arising from this Agreement shall be litigated in a court of competent jurisdiction located within Dane County, Wisconsin.

11.4 *Severability.* Whenever possible, each term of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any term of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect and the invalid or unenforceable term shall be replaced by a valid or enforceable term.

11.5 *Headings.* The numbering and captions of the various sections are solely for convenience and reference only and shall not affect the scope, meaning, intent or interpretation of the terms of this Agreement, nor shall such headings otherwise be given any legal effect.

11.6 *Integration.* This Agreement comprises the entire understanding of the Parties hereto on the subject matter herein contained, and supersedes and merges all prior and contemporaneous agreements, understandings and discussions between the Parties relating to the subject matter of this Agreement.