

By submitting this form, you agree to the following terms:

### **1. Registration Process**

1.1 To register for sponsorship, the Sponsor must complete the online registration form and submit any required documentation.

### **2. Sponsorship Benefits**

2.1 Upon acceptance, the Sponsor will receive the benefits outlined in the sponsorship package selected during registration for all of calendar year 2025.

2.2 Benefits may include brand exposure, promotional opportunities, and other perks as specified.

### **3. Payment Terms**

3.1 The Sponsor agrees to pay the sponsorship fee as outlined in the registration form.

3.2 The sponsorship fee shall be invoiced to Sponsor on the date outlined in the registration form.

3.3 Payment is due upon registration completion.

3.4 Accepted forms of payment are credit card, check, or ACH payment. ACH or check is the preferred payment method.

3.5 If payment is not received within 30 days of receipt of the invoice, VRNation reserves the right to cancel the registration and resell the sponsorship.

3.6 Sponsor must preapprove all fees and expenses that are not expressly set forth in the Agreement in a writing that is signed by a duly authorized representative of Sponsor; otherwise, Sponsor shall have no obligation to pay or reimburse VRNation for such unapproved amounts.

### **4. Cancellation and Refund Policy**

4.1 The Sponsor may cancel their sponsorship by providing written notice to VRNation. 4.2 Refunds will not be provided, except as specified in Section 5.2 of this Agreement.

### **5. Termination**

5.1 Sponsor may terminate the Agreement for cause (i) if VRNation breaches the Agreement, or (ii) in the event of VRNation's, or any of its officers', employees', agents' or affiliates' willful misconduct, violation of any law, rule or regulation, action or inaction which may damage Sponsor's reputation, or material modification to any benefits without Sponsor's prior written consent.

5.2 If the Agreement is terminated for cause, Sponsor shall be entitled to receive a prorated refund of the sponsorship fee based on the sponsorship period remaining as of the effective date of termination.

## **6. Use of Intellectual Property**

6.1 Any use of Sponsor's names, marks, logos, content, photography and other intellectual property ("Sponsor IP") requires Sponsor's prior written approval. VRNation agrees that all such uses shall inure solely to Sponsor's benefit.

6.2 VRNation shall include any proprietary notices specified by Sponsor and must use Sponsor IP in accordance with Sponsor's written guidelines and quality standards. 6.3 VRNation shall not (i) make any changes to the approved form and manner of any Sponsor IP without the prior written consent of Sponsor, (ii) challenge or assist any third party to challenge Sponsor's ownership of such rights or the validity or enforceability of such rights, or (iii) apply for, obtain, incorporate or use any names, logos or marks that are the same as or confusingly similar to Sponsor IP.

6.4 VRNation shall immediately cease all uses of Sponsor IP upon termination of the Agreement. Sponsor reserves all rights not expressly set forth in the Agreement. 6.5 The Sponsor must not use VRNation's name, logo, or trademarks without prior written consent.

6.6 The sponsor understands that they may be captured in photographs or recordings and such media may be used by VRNation for future marketing purposes.

## **7. Liability and Indemnification**

7.1 To the maximum extent permitted by applicable law, in no event shall either party be liable under any legal theory for (i) any indirect, special, exemplary, consequential, lost profits or punitive damages arising out of or related to the Agreement or the sponsorship, including, without limitation, damages for interruption of business, even if such party has been advised of the possibility of

such damages, or (ii) any damages arising out of or related to the Agreement or the sponsorship except to the extent of actual, direct damages incurred by the other party, not to exceed \$25,000.00. The existence of multiple claims shall not increase this limit.

## **8. Vendor Code of Ethics**

8.1 The Sponsor agrees to adhere to VRNation's Vendor Code of Ethics, which includes but is not limited to:

- a) Conducting business with integrity and in compliance with all applicable laws and regulations.
- b) Maintaining fair labor practices and respecting human rights.
- c) Promoting environmental sustainability in business operations.
- d) Protecting confidential information and intellectual property rights.
- e) Avoiding conflicts of interest and engaging in fair competition.
- f) Ensuring product safety and quality.

8.2 VRNation reserves the right to terminate this Agreement immediately if the Sponsor is found to be in violation of the Vendor Code of Ethics.

8.3 The Sponsor agrees to promptly report any violations or suspected violations of the Vendor Code of Ethics to VRNation.

## **9. Acceptance**

By completing the sponsorship registration, the Sponsor acknowledges that they have read, understood, and agree to these Terms and Conditions.

## **10. Execution**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.