

MO100 Ranking Official Rules

Those submitting an application (“Application”) for the 2023 MO100 (the “2023 MO100”) by or on behalf of a company (“Company”) constitutes Company's full and unconditional agreement to accept and be bound by the following Official Rules:

1. CONDITIONS OF PARTICIPATION:

A. By submitting the Application, Company represents and warrants that the person identified as Primary Contact or as CEO in the on-line application form has the authority to submit the Application and all supplemental information submitted.

B. Company acknowledges that its right to withdraw the Application is limited to the period prior to its submission of revenue validation which occurs after the honorees are notified of their selection but prior to publication of the ranking. **After providing the revenue verification information, Company shall have no right to withdraw the Application.**

C. Company acknowledges that if it is included in the 2023 MO100 Ranking, Big Path Capital, LLC. (“Big Path”), the publisher of MO100 Ranking, shall have the right to publish in any and all media the following information about Company in the 2023 MO100 Ranking in online versions including but not limited to: Name, City & State, Rank on the 2023 MO100 Ranking, Website, Industry, Name of CEO.

2. INTERNET: Big Path shall not be responsible for malfunctions of electronic equipment, computer hardware, software, malfunctions of Company's email provider, lost, late, incomplete Applications or Applications not completed along with payment made prior to 11:59pm Eastern Daylight Time on December 31, 2022 (the “Application Deadline”). Applications not containing the required information and Applications not completed during the Application Deadline will be not be eligible. Any attempted form of entry other than described herein is void. If for any reason the online portion of the ranking publication is not capable of running as planned, including infection by virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the 2023 MO100 Ranking, Big Path reserves the right in its sole discretion to cancel, terminate, modify or suspend the 2023 MO100 Ranking and/or the application procedures.

3. E-MAIL ADDRESS CHANGE POLICY: It is the sole responsibility of the CEO or the designated Primary Contact to notify Real Leaders in writing of any changes in his/her e-mail address by sending it to ceoranking@bigpathcapital.com.

4. PAYMENT: The \$150 Application Fee is not refundable under any circumstances.

5. RESOLUTION OF DISPUTES: By submitting the Application and supplemental Revenue Validation information, Company agrees that:

- in the event of any dispute or claim arising out of or connected with the Application or the 2023 MO100 Ranking, the parties shall make a good faith effort to resolve that dispute or claim through mediation facilitated by a neutral third party located in Atlanta, GA, the cost of which shall be mutually borne by Big Path and Company;
- any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the MO100 Ranking but in no event attorneys' fees; and
- under no circumstances will Company be permitted to obtain any compensation for, and Company hereby waives all rights to claim, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, as well as any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Company and Real Leaders in connection with the Application and the 2023 MO100 Ranking, shall be governed by, and construed in accordance with, the laws of the State of Georgia applicable to agreements made and performed in Georgia.