



TERMS & CONDITIONS

1. DEFINITIONS “(a) “Exhibitor” means the applicant identified on the front hereof; (b) “Show” means the specific expositions or conferences identified on the front hereof; (c) “Questex” means Questex, LLC, its respective agents, employees, affiliates, officers, directors, shareholders, subsidiaries, affiliates and assigns; (d) “Hall Management” means the owner or manager of the facility in which the Show is conducted, and its employees and agents; (e) “Hall” means the facility in which the Show is conducted; and (f) “Contract” means this agreement, all amendments/modifications, and the rules and regulations of the Show that are incorporated herein by reference.

2. AGREEMENT This application, when properly executed by Exhibitor and upon written acceptance by Questex, shall constitute a valid and binding license agreement. Questex reserves the right to accept or refuse any application for participation in the Show in its sole discretion. Questex reserves the right to interpret this Agreement and to adopt further regulations as may be deemed necessary by it for the general success of the Show, including the conditions, rules and regulations stated herein, in the Exhibitor Service Manual, Sponsorship Materials and in the Hall Management contract, to which Questex is or will be a party, all of which are made a part hereof as though fully incorporated herein, and the Exhibitor agrees to be bound thereby. Exhibit space assignments or sponsorship offerings in the Show covered by this Contract does not imply similar exhibit space or sponsorship offerings will be available in future Shows. All payments are due in US funds unless expressly indicated otherwise.

3. USE OF SPACE Questex reserves the right to decline, prohibit or expel any exhibit, or item or feature thereof which, in its sole judgment, is inappropriate or out of keeping with the character of the Show, this reservation being all inclusive as to persons, things, printed matter, product, conduct, sound level, etc. Exhibitor agrees to change the wording of any sign determined by Questex not to be in the best interest of the Show. Balloons are prohibited. Neon or other gas-based signs are prohibited. Noisy or obstructive exhibits or activities producing objectionable noise or odors are prohibited. Sound amplifying devices may be operated only at levels not objectionable to other Exhibitors. Distribution of advertising material and solicitations of any sort shall be restricted to the Exhibitor’s booth. The exhibitor’s exhibit or products may not extend beyond the limits of the Exhibitor’s booth and no part of any exhibit or product may extend into any aisle. No Exhibitor shall arrange its exhibit so as to obscure or prejudice adjacent Exhibitors, as determined by Questex. All demonstrations by Exhibitor must be located so that assembled crowds are within the Exhibitor’s space and not blocking any aisle or neighboring exhibits. No Exhibitor shall assign or sublet or share any part of its assigned space without the consent of Questex in writing. Any space not occupied by Exhibitor at the time set for completion of installation of displays will be reassigned at the discretion of Questex, in which case all amounts paid or payable by Exhibitor will be forfeited unless special arrangements have been approved in writing by Questex. The exhibitor agrees to keep its exhibit open and staffed at all times during the Show hours. **BOOTH CONSTRUCTION AND ARRANGEMENT** – All booths must be carpeted by the Exhibitor. Standard booth equipment (back and side wall draping, and identification sign) is provided by Questex without cost to the Exhibitor. If an Exhibitor plans to install a completely constructed display of such a character that the Exhibitor will not require or desire the use of standard booth equipment, no part thereof shall so project as to obstruct the view of adjacent booths. Sidewall construction, if used, may taper diagonally from eight (8) feet at the back wall to floor level at the aisle, or extend as a high panel four (4) feet from back wall, the remaining side rail may not exceed four (4) feet in height. Exceptions to the above specifications are authorized for all self-contained island configurations where a sixteen (16) foot height restriction will apply. The eight (8) foot back wall restriction is removed for all peripheral booths where a twelve (12) foot height restriction will be in effect. Further restrictions may apply as necessitated by ceiling height. Raw wood, cardboard or similar material for wings to booths must be covered or painted if they are visible from adjacent booths. Failure to comply with the rules and regulations of this contract and as stated



in the Exhibitor Service Manual will result in the alteration or removal of the booth at the Exhibitor's expense. Rental fees for services and exhibit space are not refundable. Exhibitors shall be bound by all pertinent laws, codes and regulations of municipal or other authorities, having jurisdiction over the Hall or the conducting of said exhibit, together with the rules and regulations adopted by Hall Management.

4. CHANGE OF SPACE Questex shall have the right, in its sole discretion, to change Exhibitor's space assignment after the acceptance of this Agreement if it is deemed to be in the best interest of the Show. In the event Questex elects to exercise its right to change Exhibitor's exhibit space, Exhibitor will be notified of its newly assigned space. Questex will make reasonable efforts to ensure that any reassignment will be to an exhibit space, which is of the same general style and size as Exhibitor's original space. If a reduction in space to Exhibitor's exhibit space is, in Questex's opinion, necessary, Exhibitor will be reimbursed on a pro-rata basis. Exhibitor acknowledges and agrees that Questex may change the dates and/or venue of the Show without the consent of Exhibitor, and that this Agreement shall remain in full force and effect as to such changed dates and/or venue.

5. CANCELLATION OR DEFAULT BY EXHIBITOR In the event Exhibitor seeks to cancel this license for exhibition space, withdraw from the Show, or reduce its space requirements for the Show, Exhibitor acknowledges that Questex would be harmed and suffer loss and that it would be difficult to determine the precise value for or amount of that harm. All cancellations, withdrawals, or requests for reduction in space by Exhibitor must be in writing, by certified mail, return receipt requested. The date of cancellation, withdrawal or reduction in space, as applicable, shall be the postmark date on the notice. If the Exhibitor cancels, withdraws or reduces its space requirements for the Show, Exhibitor agrees to pay to Questex the amounts set forth below if not previously paid by Exhibitor. Such payment shall be liquidated damages and not a penalty, and the parties agree that such amounts constitute a reasonable provision for liquidated damages. Date Written Notice of Cancellation or Reduction In Space Postmarked On or before 120 days of the first day of the Show (50% of Total Booth Space Fee); Within 120 days of the first day of the Show (100% of the Total Booth Space Fee). In the event Exhibitor, at any time, seeks to cancel this license for exhibition space, withdraws from the Show or requests a reduction in space, an administrative and processing fee of \$500 per 10x10 booth will be assessed if the change occurs prior to 120 days before the first day of the show. A \$1000 administrative and processing fee will be assessed on or within 120 days. If a reduction in space is requested, Exhibitor's booth space on the Show floor may be moved in the sole discretion of Questex. Any cancellation or failure of Exhibitor to occupy the exhibition space assigned to Exhibitor may, in Questex's sole discretion, result in partial or complete forfeiture of Exhibitor's rights under any applicable sponsorship agreements or opportunities including, but not limited to, the right to present speakers at, or participate in, any conference component of the Show. Cancellation fees cannot be applied toward exhibit space at other shows or advertisements. In the event Exhibitor fails to make any payments as contemplated herein, Exhibitor shall be deemed in default, and Questex shall have the right to retain Exhibitor's deposit and all monies paid as Questex's non-exclusive remedy, thereby reserving all rights under law including, without limitation, Questex's right to collect the full amount set forth on the front hereof. In the event of default by Exhibitor, Questex shall have the right, but not the obligation, to license the subject Show space to another exhibitor prior to the Show without any rebate or allowance whatsoever to the Exhibitor and without in any way releasing said Exhibitor from any liability hereunder, and said Exhibitor expressly agrees to pay Questex the full sum set forth on the front hereof. Exhibitor shall remain liable for the full balance under the terms of the Agreement together with all costs of collection including, but not limited to, all reasonable attorneys' fees, court costs and interest.

6. CANCELLATION OR POSTPONEMENT OF THE SHOW Questex reserves the right to cancel, rename or relocate the Show or change the dates on which it is held. If Questex changes the name of the Show, relocates the Show to another event facility and/or city, or changes the dates for the Show to dates that are not more than 90 days prior or 180 days later than the dates on which the Show originally was



scheduled to be held, no refund will be due to Exhibitor, but instead Questex shall assign to Exhibitor, in lieu of the original space, such other space as Questex deems appropriate and Exhibitor agrees to use such space under the terms of this Contract. For the avoidance of doubt, in the event of such a postponement or venue change, Questex is permitted to relocate or reassign Exhibitor's booth location as Questex deems appropriate in its sole discretion, and Exhibitor expressly agrees to accept such new location. If Questex cancels the Show due to a Force Majeure Event (as defined below) then Questex may retain a portion of Exhibitor's exhibit space fee as shall be required to compensate it for expenses incurred in relation to the Show up to the time such contingency and resulting cancellation shall have occurred, and return of the balance of moneys paid herein by Exhibitor ("Net Balance"), which will satisfy all liability of Questex to Exhibitor whatsoever. Upon refund of the Net Balance, Exhibitor waives any claim against Questex for damages by reason of termination caused by such force majeure event. For the avoidance of doubt, Questex shall have the option but not the obligation to refund to Exhibitor an amount greater than the Net Balance, based upon individual facts and circumstances that Questex shall determine and evaluate in its sole and absolute discretion. For the purpose of this Section "Force Majeure Event" means any event or circumstance arising that is beyond the reasonable control of Questex (including but not limited to governmental laws, ordinances, regulations, requisitions, restrictions, guidelines, recommendations or action, imposition of sanctions, embargo, military action, acts or threats of terrorism or war, mob, civil commotion or riot, health scares (including without limitation, epidemic and pandemic (e.g., COVID-19), whether or not new, ongoing or recurring), fire, acts of God, flood, drought, earthquake, severe weather, disaster, disruption to transportation, third party contractor/supplier failure, venue damage or cancellation, industrial dispute, strikes, labor disputes, interruption/failure of utility service, lack of commodities or supplies, accidents, nuclear, chemical or biological contamination, speaker or participant cancellation or withdrawal, or any other comparable calamity or casualty). If Questex elects to cancel the Show other than for a reason previously described in this paragraph, Questex shall refund to each Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of all liabilities of Questex to Exhibitor. The exhibitor agrees that, except as expressly provided in this paragraph, it shall and hereby does waive all claims for damages or compensation resulting from or relating to the cancellation, postponement, renaming, relocation or rescheduling of the Show.

7. INSURANCE. Exhibitor agrees to maintain adequate insurance to fully protect Questex and its affiliates, co-sponsors, service contractors and the Hall and Hall Management from all claims, arising from Exhibitor's activities including, but not limited to, the installation, operation and dismantling of Exhibitor's display. The foregoing insurance requirement includes claims under the Worker's Compensation Act or for personal injury, death, or for damage to property. Exhibitor understands that neither Questex nor the Hall maintains insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance. Exhibitors in the Show must carry: (i) Statutory limits for workers' compensation coverage; (ii) Commercial general liability including products and completed operations, independent contractors personal injury and blanket contractual liability insurance limits of at least \$1,000,000 per occurrence, \$2,000,000 aggregate, and (iii) if automobiles will be brought into the Show venue, automobile liability insurance with limits not less than \$500,000 each occurrence combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operators. This coverage must be evidenced by a Certificate of Insurance with a 30-day notice of cancellation provision to the holder. The certificate must name the Show, Questex, the Hall and Hall Management as additional insured and be provided to Questex at least 30 days before the proposed exhibit date. The Exhibitor shall obtain a waiver of subrogation from the carrier of each policy described above and the carrier of each other policy that provides fire, explosion or any other risk coverage insuring the Exhibitor's property, in each case releasing in full such carrier's subrogation rights.



- 8. ASSUMPTION OF RISKS; RELEASES** Exhibitor expressly assumes all risks associated with, resulting from, or arising in connection with Exhibitor's participation or presence at the Show, including, without limitation, all risks of theft, loss, harm, damage or injury to the person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. The exhibitor has sole responsibility for its property or any theft, damage, or other loss to such property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither Questex nor Hall Management accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither Questex nor Hall Management shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, all risks, losses, damages, and liabilities described in this paragraph.
- 9. INDEMNIFICATION** Exhibitor shall on a current basis indemnify, defend (with legal counsel satisfactory to Questex), and hold Questex and Hall Management harmless from any and all claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees and expenses which result from or arise out of or in connection with: (a) Exhibitor's participation or presence at the Show, (b) any breach by Exhibitor of any agreements, covenants, promises or other obligations under this Contract; (c) any matter for which Exhibitor is otherwise responsible under the terms of this Contract; (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from the actions of Exhibitor; (f) harm or injury (including death) to Exhibitor; (g) loss of or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise and (h) any injury to any person (including an attendee) or property while in the Exhibitor's space or relating to Exhibitor's use of any exhibition space or services.
- 10. LIMITATION OF LIABILITY** Under no circumstances shall Questex or Hall Management be liable for any lost profits or any incidental, special, indirect, punitive, or consequential damages whatsoever for any of their acts or omissions, whether or not apprised of the possibility of any such lost profits or damages. In no event shall Questex's maximum liability under any circumstance exceed one-half of the total amount actually paid to Questex by the Exhibitor for exhibit space or sponsorship pursuant to this contract. Questex makes no representations or warranties, express or implied, regarding the number and nature of exhibitors and/or attendees who will attend the Show or regarding any other matters.
- 11. AVAILABLE SERVICES** On behalf of the Exhibitors, Questex has designated official Show contractors to provide the following: drayage, cartage, furniture, booth and floor decorations, signs, photographs, telephone services, etc. Services of electricians, plumbers, carpenters, and other labor will be available and charged for at the then prevailing rates. Contractors and rates will be listed in the Exhibitor Service Manual to be issued separately. Questex assumes no responsibility or liability for any of the services performed or materials delivered by the foregoing persons, parties and organizations. Arrangement for these services and payments are to be made between Exhibitors and official Show contractors. Rules and regulations for union labor are made by the local unions and these regulations may be changed at any time. Where union labor is required because of building or contractor requirements, exhibitor agrees to comply with the regulations.
- 12. PROTECTION OF FACILITIES** Nothing shall be posted on, or tacked, nailed, screwed, or otherwise attached to the columns, walls, floors, or other parts of the convention hall exhibit area without permission from the proper building authority. Fluids, caustic, or staining, must not be used where they may damage floor coverings. Packing, unpacking and assembly of exhibits shall be done only in designated areas and in conformity with directions of Questex, the convention hall manager or their assistants.
- 13. INSTALLATION AND DISMANTLING** Complete information, instructions, and schedule of prices regarding drayage, labor for erecting and dismantling, electrical work, furniture, cleaning etc., will be included in the Exhibitor Service Manual. Such requirements shall be binding upon the Exhibitor as fully



set forth herein.

- 14. EXHIBITS MOVE IN, MOVE OUT** Movement of exhibits in and out of the Hall must be handled by official Show contractors. No exhibit will be allowed into or out of the Hall without an official clearance from Questex. The Exhibitor must make its own arrangements for transportation of exhibits and packing material. Questex cannot accept or sign for exhibits on behalf of the Exhibitor. Move in and move out times and access outside of Show hours are limited to those described in the Exhibitor Service Manual. All exhibits must be open and manned for business during published Show hours. If Exhibitor fails to install its display in its assigned space by the official commencement time of the Show or leaves its space unattended during Show hours, Questex shall have the right to take possession of the space, without releasing Exhibitor from any liability or obligation hereunder, and no refund will be due to Exhibitor. At such time after the close of the Show as Questex may specify or upon sooner termination of this Agreement, all exhibits shall be removed and cleared from the Show space and vacant possession of the exhibit space shall be delivered to Questex in as good and clean order and condition as it was when delivered to Exhibitor. Exhibitors will pay the cost of repairing any damage caused to the Hall facility by the Exhibitor and/or its contractors. Any property remaining after the last day designated by Questex for it to be removed may be held or otherwise disposed of by Questex or Hall Management at the Exhibitor's expense. No property may be removed from the Show before the Show ends.
- 15. SAFETY** All displays materials used for decoration must be flameproof. All electrical equipment or devices used in or about an exhibit must be in good operating condition and able to pass fire and/or electrical inspections. Extra materials stored in Exhibitor's exhibit space must not block access to the exhibit or cover electrical wires or outlets. Exhibitor shall cooperate responsibly with local ordinances and Hall Management rules regarding health, fire prevention and public safety. If inspection of an Exhibitor's booth discloses a failure to comply with any applicable law, code or regulation, or if Questex determines that all or any part of an exhibit presents a fire hazard or other danger, Questex may cause the removal of all or a portion of such exhibit at the Exhibitor's expense. Under no circumstances may the weight of any equipment or exhibit material exceed the Hall's maximum floor load. Exhibitor accepts full and sole responsibility for any injury or damage to property or persons resulting from failure, knowingly or otherwise, to distribute the load of its exhibit material in conformity with the maximum floor load specifications.
- 16. SECURITY** Questex will provide perimeter guard service during the Show and while the Exhibit Hall is closed. The exhibitor agrees that Questex is not liable for anything its guard service, or facility security does or fails to do. This includes, but is not limited to, damage, theft, or loss sustained by Exhibitor's exhibit or its representatives. Exhibitors will not be allowed into the Exhibit Area after Show Hours. Exhibitors may want to consider arranging security for its specific booth space for either during or after Show hours.
- 17. VIOLATION OF RULES AND REGULATIONS** Violation of this Contract or any rules and regulations governing the Show, including those published in the Exhibitor Service Manual, may result in one or more of the following actions taken against the Exhibitor: 1) the Exhibitor may be prohibited from exhibiting at the current year's Show and will forfeit all booth payments; 2) the Exhibitor's history for the following year's space selection may be taken away; and 3) the Exhibitor may be prohibited from exhibiting at future events. This list of actions is not exhaustive and does not in any way limit available remedies provided in other provisions of Contract or by law or equity. No delay by Questex in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by Questex of any other right, power or privilege hereunder preclude any other or further exercise of any other right, power or privilege hereunder.
- 18. ATTENDANCE** All attendees must be 21 of years to enter the show. Questex shall have sole control over admission policies at all times.
- 19. INTELLECTUAL PROPERTY MATTERS: ELECTRONIC MESSAGES** From time to time, photographs, motion pictures and/or video recordings may be made in the Show facility, which recordings may include



images of Exhibitor, its employees, agents and related merchandise and displays. Exhibitors may not hinder, obstruct or interfere in any way with such photography or recordings whether by Questex, its agents, attendees or other exhibitors, and hereby consent to Questex's use of such recordings for commercial purposes. To the extent necessary to fulfill Questex's express obligations hereunder, Exhibitor hereby grants Questex a non-exclusive, royalty-free, revocable, non-transferable worldwide license (without the right to sublicense) to use Exhibitor's trademarks, service marks, logos, trade names, copyrighted content, hypertext links, domain names, icons, buttons, banners, graphic files and images. Exhibitor shall not play or permit the playing, performance or distribution of any copyrighted material at the Show unless it has obtained all necessary rights and paid all required royalties, fees or other payments. By providing Questex the e-mail addresses set forth on the first page of this Agreement, Exhibitor hereby consents to receiving unsolicited commercial e-mail messages from Questex as well as third parties licensed to send such messages to Exhibitor by any of the foregoing.

20. EXHIBITION ACTIVITIES Exhibitor agrees not to schedule or conduct any outside commercial activity including, but not limited to, receptions, seminars, symposiums and hospitality suites during the Show, whether such activities are held at or away from the Hall facility, except with the written approval of Questex. If Exhibitor cancels or fails to occupy the exhibit space during official Show hours, Questex reserves the right to notify the activity venue to cancel any hospitality space and/or hotel guest rooms under Exhibitor's name. Exhibitor shall remain liable for the payments made to the venue. No direct/retail selling is permitted on the Show floor. Attendees may place orders with exhibitors for products/services at the Show, but the product or service ordered/ purchased must be delivered to the attendee after the close of the Show. No soliciting of attendees shall be permitted in the aisles or in other exhibitors' booths. Signs showing the prices of items must not be displayed.

21. LEAD RETRIEVAL Exhibitor acknowledges that the exclusive service provider for lead retrieval services will be identified in the Exhibitor Service Kit. Exhibitor may use such service provider to collect contact information from persons who visit such Exhibitor's space ("Attendee Data"). Exhibitor acknowledges that any Attendee Data so collected shall be used solely by Exhibitor for its legitimate internal business purposes. Without limiting the foregoing, Exhibitor understands and agrees that (i) it will not sell, transfer or otherwise distribute to any third party all or any part of any Attendee Data, (ii) it will not make or attempt to make any compilation of the attendees and/or other participants of the Show or any other derivative work of any Attendee Data, (iii) it will not otherwise use any Attendee Data in connection with any illegal, distasteful, immoral, dishonest or fraudulent activity and (iv) the compilation of the attendees and/or other participants of the Show is the sole property of Questex. it will comply with all domestic and international regulations related to the storage, use and maintenance of Attendee Data, including but not limited to the General Data Protection Regulation (EU).

22. ERRORS AND OMISSIONS Exhibitor agrees that Questex will not be liable in the event of any errors or omissions in the Show's directory listing or in any related materials. Exhibitor acknowledges and agrees that Questex makes no representation or warranties with respect to the number of exhibition attendees or the demographic nature of such attendance.

23. ASSIGNMENT This Agreement cannot be assigned by Exhibitor, in whole or in part, without the written approval of Questex. Questex may assign this Agreement without the prior written consent of Exhibitor, and any such assignee shall acquire all of rights and obligations of Questex hereunder.

24. SEVERABILITY If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, that provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

25. COSTS, EXPENSES AND ATTORNEYS' FEES If either party commences any action or proceeding against



the other party to enforce or interpret this Agreement, the prevailing party in such action or proceeding shall be entitled to recover from the other party the actual costs, expenses, and attorneys' fees (including all related costs and expenses) incurred by such prevailing party in connection with such action or proceeding and in connection with obtaining and enforcing any judgment or order thereby obtained.

26. APPLICABLE LAW AND VENUE This Agreement shall be governed by New York law without application of its conflict of laws principles. Any suit relating to this Agreement shall be instituted in a state or federal court in New York, and the parties submit to the jurisdiction of any such court.

27. AMERICAN DISABILITIES ACT Exhibitor acknowledges and agrees that, in connection with the Show, it will be a public accommodation as defined under Title III of the Americans with Disabilities Act ("ADA"). As a public accommodation, Exhibitor agrees that in connection with the Show, Exhibitor will: (i) provide, at its expense, any auxiliary aids and services as may be necessary to ensure effective communication with Exhibitor by attendees of the Show; (ii) assure, at its expense, that displays posted at or on Exhibitor's booth(s) are accessible to individuals with disabilities; and (iii) not discriminate or retaliate against any individual in violation of the ADA.

28. PERMISSIONS Exhibitor consents and agrees to receive (i) facsimile advertisements sent by or on behalf of Questex to the facsimile number provided above (ii) telephone solicitations initiated by or on behalf of Questex and directed to the telephone number provided above and (iii) commercial electronic mail messages sent by or on behalf of Questex, its affiliates, lines of business and divisions. Subsequent to the Show's conclusion Exhibitor may be rescind these consents by sending a written request to privacy@questex.com.

29. ADDITIONS & CORRECTIONS Questex may amend these terms from time to time in the best interest of the Show upon written notice to Exhibitor. Exhibitor agrees to accept notice of additions or amendments and to consider them as part of this Agreement.

30. NOTICES. Any notice required under this Contract must be in writing and sent to the appropriate address listed on the first page, or to such other address as may be provided by either party from time to time. Notices will be sent by certified mail, registered mail or reputable overnight courier, return receipt requested, and will be effective when received.