



# Exhibition, Rules, Regulations & Conditions

**1. OFFER AND ACCEPTANCE.** Exhibitor's execution and submission of this Exhibit Space Agreement (the "Agreement"), with or without a payment, shall constitute a contract between Exhibitor and Endeavor Business Media ("Endeavor") for Exhibit Space and Services at the Exhibition described above.

**2. ARRANGEMENTS OF EXHIBITS.** Exhibits shall be so arranged as not to obstruct the general view nor hide the exhibits of others. Plans for specially built displays not in accordance with the Exhibition Rules and Regulations set forth in the Exhibitor Manual must be submitted to Endeavor before construction is ordered and/or begun. The Exhibitor Manual will be supplied to Exhibitor approximately four (4) months before the Exhibition. With or without prior inspection, Exhibitor understands that by executing and submitting this Agreement, Exhibitor agrees to be bound by the Exhibitor Manual, which shall form a part of this Agreement. Endeavor shall have the right to change or modify Exhibitor's Exhibit Space location/number to a new location/number which Endeavor deems to be equal to or better than Exhibitor's previous Exhibit Space location/number.

**3. SOLICITING/PHOTOGRAPHS.** Exhibitor is prohibited from distributing (i) literature, souvenirs, or other items from outside the boundaries of Exhibitor's booth, and (ii) literature, souvenirs, or other items that are other than Exhibitor's own materials; unless Exhibitor has obtained Endeavor's prior written approval. Exhibitor (i) will not display or distribute libelous, obscene or offensive materials; and (ii) agrees not to play, broadcast, perform, or distribute any copyrighted material owned by others without first obtaining (at its own expense) all necessary rights and licenses and paying in full all required royalties or other fees. Exhibitor is prohibited from taking photographs, video or otherwise record other exhibits or other aspects of the Exhibition, without Endeavor's prior written approval. Exhibitors may photograph, video or record only their own booth(s). These prohibitions apply before, after, or during Exhibition hours. Exhibitor agrees to defend, indemnify, and hold Endeavor, the Exhibition Venue, and their respective privies, harmless from and against all claims, and damages, including but not limited to reasonable attorneys' fees, resulting directly or indirectly from claims that the Exhibitor's display, broadcast, performance or distribution of any materials violates the intellectual property or privacy rights of any third party.

**4. EXHIBITOR PERSONNEL AND OTHERS.** Technical specialists, qualified to discuss engineering details of Exhibitor's products, must man booths at all times during Exhibition hours. Endeavor reserves the right to prohibit an exhibit or part of an exhibit that, in Endeavor's sole discretion, may detract from the character or nature of the Exhibition. Exhibitor shall conduct itself, and shall require its agents, employees, independent contractors, and its representatives, to conduct themselves, at all times in accordance with customary standards of decorum and good taste in the industry.

**5. LATE PAYMENT.** In the event Exhibitor fails to timely pay any invoice, Exhibitor agrees to pay a late fee to Endeavor on such delinquent invoice until same is fully paid, at the rate of 2% per month or the maximum rate allowed by law. Exhibitor recognizes that it may from time to time be owed money by Endeavor (credits, unapplied payments or vendor services) due to contracts or transactions between Exhibitor and Endeavor which are separate and distinct. Endeavor shall have the right to withhold from Exhibitor any monies owed by Endeavor to Exhibitor in connection with any such other contracts or transactions and to offset the same against any sums owed by Exhibitor to Endeavor in such amounts as may be deemed by Endeavor to be reasonably necessary to cover such indebtedness of Exhibitor. So long as this right of withhold and offset is carried out in good faith, Exhibitor hereby waives any claims against Endeavor for any consequential damages coming from such withhold and offset even if it is later determined in a court of law that the withhold and offset was improper.

**6. REMEDIES.** If Exhibitor fails to make any payment or otherwise breaches any provision of the Agreement, and fails to cure within a reasonable time (as defined in the next sentence) after Exhibitor has received written notice from Endeavor specifying the breach, Endeavor shall have the right to exercise (without further notice) any one or more of the following remedies at any time after such reasonable time has passed: (i) cancel the Agreement in whole or in part; (ii) evict Exhibitor from any or all of the space being leased by Exhibitor; (iii) have any of the Agreement's violated provisions specifically enforced; and/or (iv) exercise any other remedy available by rule of law. "Reasonable time" means: (i) immediately in the case of any breach occurring during the Exhibition; (ii) 24 hours, in the case of any failed payment, and (iii) 5 days, in the case of any other breach. In addition, Endeavor may keep any and all monies received from Exhibitor as liquidated damages, it being understood that Endeavor's losses and damages from Exhibitor's breach of this Agreement as well as a precise value for services provided by Endeavor prior to the conclusion of the Exhibition are difficult to ascertain and that the agreed liquidated damages are not intended and may not be construed as a penalty. Upon cancellation of this Agreement, Endeavor may (without prejudice to any other available remedy) lease Exhibitor's space to any other exhibitor or use such space in any other manner as Endeavor deems necessary, in its sole discretion, without any obligation to Exhibitor.

**7. UNOCCUPIED SPACE.** If any of Exhibitor's space remains unoccupied on the start of the opening day of the Exhibition, Exhibitor shall be deemed to have abandoned such space. Thereafter, Endeavor shall have the right to lease such space to any other exhibitor or use such space in any other manner as Endeavor deems necessary, in its sole discretion, without any obligation or notice to Exhibitor. This Section shall not be construed as affecting the obligation of Exhibitor to pay the full amount specified in this Agreement for Exhibit Space and Services.

**8. LIABILITY.** Neither Endeavor nor its agents or representatives will be responsible for any injury, loss, or damage that may occur to Exhibitor or to Exhibitor's employees, invitees, licensees, or guests, or their property, from any cause whatsoever. Under no circumstances shall Endeavor or its agents or representatives be liable for (i) any special, indirect, incidental, or consequential loss or damage whatsoever, or (ii) any loss of profit, loss of use, loss of opportunity, or any cost or damage resulting from any such loss, even if Endeavor has been advised or is aware of the possibility of such damages and regardless of whether such liability sounds in contract, tort, negligence, strict liability, warranty or otherwise. Exhibitor acknowledges that the risk allocations of this Section are reasonable based on the understanding that Exhibitor shall obtain, at its own expense, adequate insurance against any such injury, loss, or damage. Endeavor shall not be liable for failure to perform its obligations under this Agreement as a result of strikes, riots, acts of God, or any other cause beyond its control. Anyone visiting, viewing, or otherwise participating in Exhibitor's booth or exhibit is deemed to be the invitee, licensee, or guest of Exhibitor, and not the invitee, licensee, or guest of Endeavor. Exhibitor assumes full responsibility and liability for the actions of its agents, employees, independent contractors, or representatives, whether acting within or without the scope of their authority, and agrees to defend, indemnify, and hold Endeavor, the Exhibition Venue, and their respective privies, harmless from and against claims resulting directly or indirectly from the actions or omissions of Exhibitor and/or Exhibitors agents, employees, independent contractors, or representatives, whether within or without the scope of authority.

**9. INSURANCE.** For the term of this Agreement, Exhibitor shall at all times maintain insurance sufficient to cover the liabilities of Exhibitor under this Agreement. The amount and scope of such insurance shall be reasonably satisfactory to Endeavor. Such insurance shall also provide coverage for Exhibitor's contractual obligations to defend, indemnify, and hold harmless, as stated in this Agreement. Exhibitor's insurer shall confirm to Endeavor that such insurance cannot be cancelled or changed without thirty (30) days prior written notice to Endeavor. Exhibitor agrees to provide Endeavor a suitable certificate verifying that the required insurance is and will remain in force for the duration of the Exhibition.

**10. FORCE MAJEURE.** In case the Exhibition Venue is damaged or destroyed by fire, the elements, or any other cause, or if circumstances make it unreasonably difficult for Endeavor to permit Exhibitor to occupy the assigned space during any part or the whole of the Exhibition, then during such circumstances Endeavor, the Exhibition Venue, and their respective privies will be released and discharged from the obligation to supply space, and Exhibitor may be reimbursed a proportionate share of the Exhibit Space and Services fees previously received by Endeavor from Exhibitor. Due to force majeure or otherwise, Endeavor reserves the right to cancel, re-name, or relocate the Exhibition or change the dates on which it is held. If Endeavor changes the name, relocates to another facility, or changes the dates for the Exhibition to dates that are not more than thirty (30) days earlier or later than the dates originally scheduled, no refund will be due Exhibitor and Endeavor shall assign to Exhibitor such other space as Endeavor deems appropriate. In such case, Exhibitor agrees to use such space under the terms of this Agreement.

**11. JURISDICTION AND ATTORNEY FEES.** Should any legal action be commenced to resolve any dispute under this Agreement: (i)

Exhibitor hereby consents to venue and jurisdiction in the federal or state courts located in Nashville, Tennessee (headquarters of the relevant business units of Endeavor that are the subject of this Agreement), and agrees that no such action may be brought in a forum not located in Nashville, Tennessee; (ii) any legal action will be subject to the laws of the state of Tennessee without regard for choice of laws rules; and (iii) the prevailing party shall be entitled to an award of litigation expenses, interest, and reasonable attorney fees, in addition to any other remedy obtained.

**12. TAXES AND LICENSES.** Exhibitor shall be responsible for obtaining any licenses, permits, or approvals required under local, city, state, or national law applicable to Exhibitor's activity at the Exhibition. Exhibitor shall be responsible for obtaining any tax identification numbers and paying all taxes, license fees, use fees, or other charges (including but not limited to value added tax and sales tax, if any) that may become due to any governmental authority concerning Exhibitor's activities related to the Exhibition.

**13. CANCELLATIONS.** In the event that Exhibitor wishes to cancel some or all of its allotted Exhibit Space and/or Services, Exhibitor may request and Endeavor may grant such cancellation, but only with the following understandings; (i) all cancellations must be requested in writing and addressed to Endeavor; and (ii) Endeavor is not required to refund any portion of moneys (the 50% first installment, full fee, or otherwise) previously paid by Exhibitor; (iii) if Exhibitor's cancellation request is received by Endeavor after the Agreement has become effective, Exhibitor nevertheless agrees to pay the full fee based on the original space requirements, before such cancellation will be become effective. If Endeavor grants such cancellation, Endeavor assumes no responsibility or liability for having included the name of Exhibitor in the Exhibition catalog, brochures, news releases, or other materials.

**14. CHANGES.** If Exhibitor requests an increase of its Exhibit Space or Services (other than Enhanced Exhibitor Listings), a new Exhibit Space Agreement is required.

**15. OTHER MATTERS.** The Exhibition is owned, managed, and produced by Endeavor Business Media. All matters not expressly covered in this Agreement are subject to the decision of Endeavor, which decision shall be final. Endeavor shall not waive any rights under this Agreement unless such waiver is in writing signed by an authorized officer of Endeavor. A waiver by Endeavor of a provision of this Agreement shall not prejudice or constitute a waiver of Endeavor's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement. This Agreement and the Exhibitor Manual represents all of the agreements, warranties, representations, and understandings between Endeavor and Exhibitor as to the Exhibition, Exhibit Space and Services.