

GENERAL TERMS AND CONDITIONS OF PARTICIPATION

- 1. Agreement.** This agreement ("Agreement") is Comexposium US (herein called «the Producer») and the exhibitor named above ("Exhibitor") with respect to a show to be produced by the Producer. The dates and location of the show (the "Show") have been provided by Producer and accepted by Exhibitor.
- 2. Exhibit Space.** Conditioned upon the Show Building's placing the exhibit space at the disposal of the Producer, the Producer shall assign to the Exhibitor for the period of the Show the exhibit space contracted for herein or such other exhibit space that the Producer in its discretion deems comparable. Such assignment is made for the period of this Show only. Nothing contained herein shall entitle Exhibitor to any particular location at the Show or any other show.
- 3. Payment.** Payment of 30% of the Total Fee is due with this Agreement. The balance of the Total Fee (including any amounts in addition to this original Agreement) shall be due on or before a date provided by Producer when this Agreement is accepted and is an obligation of the Exhibitor. Deposits are not refundable. An Agreement accepted by the Producer without a deposit shall be a binding obligation of the Exhibitor when the Agreement is accepted in writing, and the Total Fee shall be due on or before the date provided by Producer when the Agreement is accepted. All amounts payable shall be payable in US dollars. Remit payment to 208 Harristown Road, Suite 102, Glen Rock, NJ 07452 or contact our office to pay your balance via a wire transfer. Exhibitor agrees that no portion of the Total Fee is refundable or subject to credit except as set forth herein. Exhibitor agrees to pay interest at the rate of 1.5% per month (18% per annum) on all past due fees. Exhibitor also agrees to pay all collection costs of the Producer, including reasonable attorneys' fees of not less than 33.3% of the unpaid balance of fees, together with costs incurred by the Producer in enforcing its right hereunder.
- 4.** The Producer makes no representations or warranties regarding the number of persons who will attend the show, such number being impossible to predict accurately at this time. The Producer reserves the right to change the name of the Show, the venue of the Show, Show date and official Show Suppliers.
- 5. Cancellation.** Exhibitor may cancel its exhibit only by written notice to Producer sent by certified mail, return receipt requested. Exhibitor shall remain obligated to pay the Total Fee. The parties agree that the amount for which Exhibitor shall be liable is considered to be liquidated and agreed upon damages for the damages the Producer will suffer as a result of Exhibitor's cancellation. This provision for liquidated and agreed upon damages is a bona fide provision and not a penalty. The parties understand that the withdrawal of the space reserved from availability at a time when other parties may have been interested in applying for it will cause the Producer to sustain economic damages which will not be capable of determination with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this Agreement as a valid pre-estimate of these damages. The Producer shall be entitled to close an exhibit at any time for failure by any Exhibitor or his assignee to perform, meet or observe any term or condition set forth herein, and such Exhibitor shall not be entitled to any refund or any part of any fee. In the event that the Exhibitor decides to cancel this Agreement according to the terms and conditions contained herein, and should the cancellation be received by the Organizer 30 days or less prior to the commencement of Show set-up, the Exhibitor agrees to pay to the Producer any additional decorating expenses the Producer may incur in decorating the exhibit space which the Exhibitor canceled.
- 6. Compliance.** Exhibitor shall comply with all applicable law and regulation and will indemnify and defend Producer from all claims resulting from a breach of this warranty.
- 7. Production.** The Producer may supply Exhibitor with rules regarding conduct of the Show. Exhibitor agrees that any such rules are an integral part of this Agreement and Exhibitor shall observe and abide by any additional rules made by the Producer for the operation or success of the Show as if and when such additional rules are communicated to Exhibitor.
- 8. Exhibitor Conduct.** This Agreement may be cancelled by the Producer if the Producer becomes aware of any disreputable business practice or unethical dealing by the Exhibitor, as determined by Producer, or if the Exhibitor's presence at the Show would or may in any way damage the business or reputation of the Show, the Producer, the International Franchise Association, or any other exhibitor. Any deposit submitted by the Exhibitor will be returned and neither party shall be under any further obligation to each other.
- 9. Display.** Exhibitors shall display only merchandise listed as an exhibit to this Agreement. Exhibitor shall display a representative line of merchandise and must have adequate personnel during on site during Show hours. Space assigned is solely for the display of product lines represented to the Producer by Exhibitor. Any substantial change in the type or character of Exhibitor's exhibited product lines requires the Producer's prior written approval. No sales exclusivity on type of merchandise is extended to any Exhibitor unless specifically negotiated with the Producer and such exclusivity is agreed to in writing. All designs for Exhibitor display must be submitted to and approved by Producer prior to construction or installation.
- 10. Other Activities.** Exhibitor shall not undertake any promotional activities, or provide any transportation, or otherwise engage in any activities that have the effect of drawing attendees away from the Show to a local showroom, hospitality suite, or any other non-Show area during Show



hours. Exhibitor may not participate in any way in any other exhibition or trade show during any Show hours. Exhibitor may not promote in any way any other trade show without the written consent of Producer. No photographs shall be taken without written authorization of the Producer. The Exhibitor agrees that the Producer may take photographs of the Exhibitor's booth space, exhibit and exhibit personnel during, before or after the open hours of the Show, for promotional use by the Producer. Exhibitor shall not use music from any copyrighted source unless Exhibitor has in advance provided the Producer with a fully-executed license agreement for the use of such music or other property, and Exhibitor indemnifies and shall defend Producer for any claim resulting from the unauthorized use of copyrighted property.

11. **CANCELLATION BY MANAGEMENT AND FORCE MAJEURE** — If at the absolute discretion of Organizer, the Venue or portions of the Venue shall become unfit or unavailable for occupancy or it becomes impossible or impractical to hold the Event for reasons beyond the control of Organizer including (without limitation) fire, flood, storm, pandemic, government intervention, malicious damage, acts of war, acts of terrorism, acts of God, strikes, riots or any other cause, Organizer reserves the right (but shall not be obliged): (a) to change the location and/or date of the Event; (b) to curtail the Event; (c) to reduce the Installation Period, Open Period or Dismantling Period; or (d) to cancel the Event. In the circumstances specified in paragraphs a, b and c of this section the parties agree and acknowledge that Organizer shall not have any liability to the Sponsor for refunds, additional expenses or charges or to make payment for any other loss or damage suffered by the Exhibitor/Sponsor.
12. **Deliveries**. No delivery of merchandise by Exhibitors will be permitted on the premises of the Show. Neither the Producer nor the Show Building accepts

responsibility, nor is a bailment created, for merchandise or equipment delivered by or to exhibitors at any time. Deliveries to Exhibitor shall be made only under the conditions and at the times specified in the exhibitor service kit. The Producer and the Show Building are not responsible for any loss or theft of Exhibitor's merchandise or equipment during any period of the Show, or during set-up or dismantling. Exhibitor understands and agrees that the Producer's security service is a presence to inhibit theft. The Producer, its agent and official suppliers neither offer nor accept responsibility for Exhibitor's property of any kind. Exhibitors who desire private guard or bailment services must hire them from the Producer's official security contractor, who will be solely responsible for goods so entrusted. Exhibitor personnel licensed to carry firearms shall not be permitted to enter the Exhibit Areas with firearms. Exhibitor agrees to hold the Producer harmless from any claims resulting from the use of firearms owned or in the possession of Exhibitor or its personnel.

13. **Risk of Loss**. Exhibitor agrees that neither the Producer nor the management or owners of the Show Building, nor any of their officers, agents, employees or other representatives shall be held accountable or liable for, and the same are hereby released from accountability and liability for, any damage, loss, harm, or injury to the person or property of the Exhibitor or of Exhibitor's officers, agents, employees or other representatives resulting from theft, fire, water, accident or any other cause. Exhibitor also agrees that the Producer and the management and owners of the Show Building will not obtain any insurance against such damage, loss, harm, or injury to any person or property of the Exhibitor or any of Exhibitor's officers, agent, employees or other representatives and that the procuring of insurance against those risks is solely the responsibility of Exhibitor. Exhibitor agrees to indemnify,

defend, protect, hold and save harmless the Producer and the Show Building owners and management against and from any and all claims, demands, suits, liability, damages, loss, costs, attorney's fees and expenses of whatever kind or nature including, but not limited to subrogation claims by anyone having a contract of insurance with the Exhibitor, which might result from or arise out of any action or failure to act on Exhibitor's part or on the part of any of Exhibitor's officers, agents, employees or other representatives, including but not limited to, claims of damage or loss to the Show Building property, or from or out of any damage, loss, harm or injury to the person or any property of the Exhibitor or any of Exhibitor's officers, agents, employees or other representatives and further including, but not limited to, claims of damage or loss to any third party resulting from an infringement of any copyright, patent or trademark.

14. **Producer Discretion**. In the event Exhibitor violates any provision of to occupy or cause to be occupied or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best for the interest of the Show, with or without receiving any consideration thereof, without releasing the Exhibitor from any liability hereunder. This agreement, or any document presented to the Producer shall have been determined to be false or misleading, or in the event the Producer in its sole discretion deems Exhibitor's actions or displays to be not suitable to or in keeping with the character of the Show, the Producer shall have the right to cancel this agreement or to prohibit, close, correct, remove, or eliminate any exhibit, part of exhibit, sign, card, printed matter, souvenir, catalog, or other thing, circumstance, conduct or action. Any Exhibitor who violates any of the terms and conditions herein is subject to being refused further participation in this Show or any other show managed by the Producer or its affiliates. The Producer reserves the right to refuse Exhibitor permission to move in and set up an exhibit under this Agreement if the Exhibitor is in arrears of any payment due to the Producer, or in arrears of any payment due to any other show managed by the Producer or its affiliates. In the event that this agreement is canceled by the Producer under the provisions of this paragraph, the Exhibitor shall



remain liable for any deficiency, loss or damage suffered by the Producer by reason thereof which loss, deficiency or damage the Exhibitor agrees to pay the Producer, on demand, together with any reasonable expenses and cost, including attorney's fees, incurred by reason thereof. The Producer is expressly authorized (but has no obligation) to occupy or cause to be occupied or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best for the interest of the Show, with or without receiving any consideration thereof, without releasing the Exhibitor from any liability hereunder.

15. **Assignment.** Exhibitors shall not sell, transfer, assign or sublet to a third party their rights hereunder to their exhibit space or any portion thereof without the written consent of the Producer.
16. **Choice of Law and Jurisdiction.** This agreement is deemed to be entered into in and governed by the laws of the State of New Jersey. The exhibitor consents to the jurisdiction of the courts of the State of New Jersey for the resolution of any and all disputes and claims arising out of and/or relating to this agreement. However, nothing herein shall obligate the Producer to enforce its right in said state if jurisdiction is proper elsewhere.
17. **Entire Agreement.** This writing contains the entire agreement between the parties and may not be changed orally, but only by an agreement in writing signed by a duly authorized representative of the party against whom enforcement of any waiver, change, modification, or discharge is sought.
18. **Successors.** This agreement shall be binding upon the heirs, successors and assigns of the Exhibitor subject to the terms of this agreement regarding assignment.
19. **Health and safety disclaimer:** As with the transmission of any communicable disease like a cold or the flu, you may be exposed to COVID-19, also

known as "Coronavirus," at any time or in any place. Given that our event participants' health and well-being is our most important priority, the Organizer is working closely with the Venue and other event vendors on developing and implementing health and safety best practices for the Show. The Organizer will comply with local, state, and federal regulations required for personal protection and disinfection protocols to limit transmission of all diseases and variants at the event. However, the Organizer requests that each participant evaluate their personal health needs and concerns before registering for and/or attending the Show. As a voluntary participant of the Show, you recognize and accept that the Organizer and Venue is not responsible or liable for injury or illness, or other personal safety or health risks associated with your registration and presence at the Show.

20. **Force majeure-other cancellations:** if, at the absolute discretion of Organizer, the Facility or portions of the Facility shall become unfit or unavailable for occupancy or if it becomes impossible or impractical to hold the Show for reasons beyond the control of Organizer including (without limitation) fire, flood, storm, pandemic, government intervention, malicious damage, acts of war, acts of terrorism, acts of God, strikes, riots or any other cause, Organizer reserves the right (but shall not be obliged) to cancel the Show without rescheduling it. If the Show is cancelled in accordance the foregoing provisions, Exhibitor/ agrees to accept in complete settlement and discharge of all claims against Organizer a pro-rata share of the total amount paid by all Exhibitors at the Event, less all costs and expenses incurred by Organizer in connection with the Show, including a reserve established at the sole discretion of Organizer, for future claims and expenses in connection with Show. In the event that the Show is cancelled by Organizer for any other commercial reason including (without

limitation) the lack of support for the Show, Organizer will refund to Exhibitor all charges paid by Exhibitor to Organizer and Exhibitor agrees and acknowledges that Exhibitor will have no further claim whatsoever against Organizer in respect of such cancellation.

