

EXHIBITING/SPONSORING TERMS, CONDITIONS AND RULES

1. **General Event Information:** The event detailed on the front of this Contract (The "Event") is being organized by Incisive Interactive Marketing, LLC ("IIM,LLC"). IIM,LLC's obligation to hold the Event is conditioned upon the facility in which the event is scheduled to be held (the "Facility") making available the space applied for by IIM,LLC during the time period set forth above. IIM,LLC makes no representations or warranties regarding the number of persons who will attend the Event, such numbers being impossible to predict accurately ahead of time. You, the Exhibitor/Sponsor (hereafter the "Exhibitor") agree to abide by the terms and conditions herein and those set forth on the front/first page of this Agreement. No Exhibitor will be permitted to display products or services other than as specified and approved in its space application.

2. **Exhibit Space Assignment:** IIM,LLC shall assign the exhibit space to the Exhibitor for the period of the Event. This assignment is made for the period of the Event only and does not imply that the same or similar space will be held or offered for future events. Every effort will be made to respect Exhibitor's space choices whenever possible, but IIM,LLC's decision will be final. IIM,LLC reserves the right to move exhibit space after initial assignment. If IIM,LLC shall assign to Exhibitor, in lieu of the original exhibition space, such other space as IIM,LLC deems appropriate, and Exhibitor agrees to use such other space under the terms of this Agreement. Such re-assigned space will be the same size. IIM,LLC reserves the right to withdraw its acceptance of this application if it determines that the Exhibitor is not eligible to participate or Exhibitor's product or services are not eligible to be displayed in the Event. IIM,LLC reserves the right to change the location and/or dates of the Event.

3. **Exhibit Space Usage:** Exhibitor shall provide adequate staff for maintenance and operation of the Exhibit during all exhibit hours. Products or services displayed must be those normally manufactured by or provided by the Exhibitor. Exhibitor shall not assign to a third party any or all portion of its rights hereunder to the exhibition space or any portion thereof (including for example, "booth sharing") without the prior written consent of IIM,LLC, which IIM,LLC may withhold at its discretion. If Exhibitor utilizes music or any third party's intellectual property, the Exhibitor shall first obtain written permission from the owner for such use as required by applicable laws. Exhibitor may not share its exhibit space with any other person or entity.

4. **Installation And Dismantling:** Exhibitor explicitly agrees that, in the event Exhibitor fails to install products in assigned space or fails to remit payment for required space rental prior to move in date, IIM,LLC shall have the right to take possession of said space and lease same to such parties and upon such terms that it may deem proper. All displays must be fully set up prior to the opening of the Event, and all exhibits must be open for business during all Event hours. In addition, Exhibitor may not dismantle the display until the Event closes according to the time and date specified by IIM,LLC. When vacated, all exhibit space shall be left in good order.

5. **Indemnity And Limitation Of Liability:** Neither IIM,LLC nor the Facility, nor either of their officers, agents, employees, or other representatives shall be held liable for, and they are hereby released from any damage, loss, harm, or injury to the person or property of the Exhibitor or any of its visitors, officers, agents, employees or other representatives, resulting from Exhibitor's participation in the Event or licensing and/or use of exhibition space hereunder, whether from earthquake, fire, theft, water or accident of any other cause, or from IIM,LLC's or the Facility's, or either of their officers', agents', employees' or other representatives' negligence. The Exhibitor shall indemnify, defend, and hold harmless IIM,LLC and the Facility and their respective owners, directors, officers, employees, agents and representatives, from, any and all claims, demands, suits, liability damages, loss, costs, attorney's fees, and expenses of any kind which might result or arise from any action or failure to act on the part of the Exhibitor or its officers, agents, employees, or other representatives. Neither IIM,LLC nor the Facility shall be responsible for the security of Exhibitor's products, proprietary software or hardware information. It is the responsibility of the Exhibitor to maintain proper insurance coverage for its property and liability and to provide evidence thereof to IIM,LLC and/or the Facility. Exhibitor understands that neither IIM,LLC or the Facility maintains insurance covering the Exhibitor's property, and it is the sole responsibility of the Exhibitor to obtain such insurance and to provide evidence thereof to IIM,LLC and/or the Facility. Exhibitor shall, at its expense, obtain from reputable insurance companies (i) liability and property damage insurance in an amount no less than \$1 million per occurrence, and (ii) workers' compensation insurance covering its employees in at least the statutory amount, and shall provide evidence of such insurance to IIM,LLC.

6. **Exhibit Space, Equipment, Services And Rates:** Exhibitor agrees that all exhibit fees, all costs related to sponsoring the Event or any other amounts owed to IIM,LLC, must be paid to IIM,LLC prior to move in of Exhibitor's display into the Event or any sponsorship benefits are provided. In the event that the Exhibitor fails to pay any or all such fees in a timely manner, IIM,LLC at its sole and exclusive discretion, may reassign or cancel the exhibit space or sponsorship benefits. In the event that the Exhibitor pays the exhibit/sponsor fees after such reassignment, IIM,LLC, in its sole and exclusive discretion, will assign such other exhibit/sponsor space, if then available, which IIM,LLC in its sole and exclusive discretion deems appropriate. Exhibitor remains liable for payment of all fees set forth in this agreement, subject only to the applicable cancellation schedule herein. Exhibitor shall be responsible for all collection costs and legal fees for any balance that is placed for collections.

7. **Cleaning Of Exhibits:** IIM,LLC will maintain Event aisles. Exhibitors are responsible, at their own expense, for keeping their assigned exhibit space clean and in good order.

8. **Display Regulations:** Exhibits may not block, obstruct the general view of, or otherwise interfere with other exhibits.

Standard Booth Exhibits: Maximum backwall height permitted is 8 feet, unless otherwise specified. Sidewalls may not extend from the backwall more than 4 feet if over 3 feet in height. 8-foot high back drapes and 3 foot high side rails will be provided by IIM,LLC.

Island and Peninsula Booth Exhibits: Exhibit materials may not exceed 10 feet in height. For a peninsula booth backed by a row of standard booths, the back walls may be no higher than 4 feet for a distance of 5 feet from either aisle and for a depth of 10 feet from the back wall. Other points in the back wall may be up to 10 feet in height. Any Exhibitor who wishes an exception to this rule must submit a detailed plan to IIM,LLC for approval.

Floor plans may be revised at the discretion of IIM,LLC. IIM,LLC has final approval for all arrangements and items displayed in exhibit booth and may at its discretion require rearrangements or alternate placement of booth materials. All display materials must be flameproof.

Booth Signs. Booth signs are permissible, but must not exceed the booth height maximum of 10 feet. There must be a clearance of 7 feet from the floor to the bottom of the sign.

All height restrictions mentioned above are subject to change and will be based on the Facility in which the Event is located.

9. **Contractor Services And Information:** IIM,LLC shall, in the best interest of the Event, select certain firms to serve as contractors to provide necessary support and facilities services. IIM,LLC must approve, in advance, the use of non-IIM,LLC appointed Event contractor(s), which approval (if given) shall contain the terms and conditions under which such approval is given, including insurance requirements, etc.

10. **Observance Of Laws And Regulations:** Exhibitor shall abide by and observe all laws, rules, regulations, and ordinances of any applicable government authority and all rules of Connecticut and

the Facility. In addition, Exhibitor must observe all union regulations and electrical codes to which the Facility is subject. Exhibitor shall observe and abide by any additional regulations now or hereafter set forth by IIM,LLC for the safe, efficient and successful operation of the Event.

11. **Cancellation Or Termination Of Event:** If, because of fire, strike, earthquake, war, construction or renovation projects affecting the Facility, government regulation, public catastrophe, terrorism, interruption of transportation or communications, Act of God, or the public enemy, the Event, or any part thereof, is prevented from being held or is canceled by IIM,LLC, or any portion of the Facility space becomes unavailable, IIM,LLC shall refund to the Exhibitor the display fees received. In no case shall the amount of refund to Exhibitor exceed the amount of the exhibit fees paid.

12. **Exhibitor Cancellation:** If Exhibitor desires to cancel this Contract, Exhibitor may only do so by giving notice thereof in writing sent to: IIM,LLC Corporation, Attn: Sales Manager, Events Group, 23 Old Kings Highway South, Darien, CT 06820, by certified mail, return receipt requested, postage prepaid. In such event, the Exhibitor shall continue to be liable for the following cancellation fees: (i) if the Exhibitor cancels this Contract before 120 days prior to the scheduled date of the Event, a cancellation fee equal to 50% of the total Contract shall apply or (ii) if the exhibitor cancels this Contract any time between 0 and 120 days prior to the Event, a cancellation fee equal to 100% of total contract shall apply. Because these dates are related to the Event date and not to the date of this Contract, these dates shall apply regardless of the date on which this Contract is executed. This amount is considered to be liquidated and agreed upon damages for the injuries IIM,LLC will suffer as a result of Exhibitor's cancellation. The provision for liquidated 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 would be interested in applying for it, will cause IIM,LLC to sustain damages which will be substantial, but are not capable of determination with absolute precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this Contract as a valid pre-estimate of these damages. Exhibitor shall be responsible for all collection costs and legal fees for any balance that is placed for collections. The date of the cancellation shall be the date IIM,LLC receives the notice sent by the Exhibitor by certified mail, return receipt requested. IIM,LLC shall be entitled to cancel an Exhibitor at any time for failure by an Exhibitor or its assignee to perform, meet or observe any term or condition set forth herein, and such Exhibitor shall not be entitled to any refund of any part of any fee or any other payment. In the event that the Exhibitor decides to cancel this Contract according to the terms and conditions contained herein, and should the cancellation be accepted by IIM,LLC, any additional decorating expenses or other costs IIM,LLC may incur in decorating the exhibit space which the Exhibitor canceled shall be due and payable to IIM,LLC from Exhibitor upon presentation of an invoice by IIM,LLC to Exhibitor.

13. **Exhibitor Conduct:** Exhibitor, and each of its representatives, shall conduct itself in a manner in accordance to standards of decency and good taste. Noise, music, live or recorded announcements, and lighting that are deemed objectionable or excessively loud by IIM,LLC may be prohibited or restricted. No demonstrations, solicitations, or distribution of materials shall be permitted outside of the Exhibitors assigned booth space, and no signs or placards may be displayed on persons or otherwise outside of assigned booth space without the prior written consent of IIM,LLC. Exhibitor shall not hold any meeting or event that conflicts with Event or conference program hours without prior written consent of IIM,LLC. Exhibitors are prohibited from bringing or distributing alcoholic beverages into the exhibit hall. Exhibitors may not make sales which result in the exchange of product or money within the exhibit hall. The operation of games of chance or lottery devices or actual or simulated pursuit of any recreation pastime is only permitted upon written consent from IIM,LLC.

14. **Event Hours:** Event hours will be established by IIM,LLC and IIM,LLC reserves the right to make changes to this schedule.

15. **Photography:** No photographs or video shall be taken without the prior written consent of IIM,LLC. Exhibitor agrees that IIM,LLC may take photographs or video of Exhibitor's booth space, exhibit, and exhibit personnel for any promotional use by IIM,LLC.

16. **Agreement To Conditions, Terms And Rules:** Exhibitor agrees to observe and abide by the foregoing terms, conditions, and rules and by such additional terms, conditions, and rules set forth by IIM,LLC from time to time for the efficient and safe operation of the Event, including but not limited to those contained in this contract. In addition to IIM,LLC's right to close an exhibit and withdraw its acceptance of the Application, IIM,LLC, in its sole judgment, may refuse to consider for participation in future events an Exhibitor who violates or fails to abide by all such terms, conditions, and rules. THERE IS NO OTHER AGREEMENT OR WARRANTY BETWEEN EXHIBITOR AND IIM,LLC EXCEPT AS SET FORTH IN THIS DOCUMENT. The rights of IIM,LLC under this agreement shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of IIM,LLC. IIM,LLC shall have full power in the enforcement and interpretation of all contract terms, conditions and rules and the power to make amendments and set further terms, conditions, and rules as shall be deemed necessary in the best interest of the Event.

17. **Taxes And Licenses:** Exhibitor shall be responsible for obtaining all licenses, permits and approvals under local, state or Federal law applicable to its activity at, and obtaining all tax identification numbers and paying all taxes, license fees and other charges that become due to any governmental authority in connection with, the Event.

18. **Registration Badge:** Exhibitor and each of its employees and representatives must apply for an official registration badge from IIM,LLC and wear such badge at all times when in the exhibit building. Badges are non-transferable, and if transferred to or used by any party other than the individual, to whom it was issued, may be canceled by IIM,LLC in its discretion.

19. **Disputes:** Any dispute arising out of this Contract shall be governed and construed by the laws of the State of Connecticut, and in any suit arising therefrom, the Exhibitor submits itself to the exclusive jurisdiction of the Federal and State courts of the State of Connecticut, USA, and that venue for any such suit exclusively shall lie in Fairfield County, Connecticut, USA.

20. **Assignment and Entire Agreement:** Exhibitor may not assign this Contract without the prior, written approval of IIM,LLC. IIM,LLC may assign this Contract freely. This Contract contains the entire agreement of the parties with respect to the subject matter hereof, and subject to IIM,LLC's continuing right to additional or different rules and regulations concerning the Event as contemplated and described by Section 16 above, may not be modified or terminated except in a writing signed by the party to be charged. The interpretation of the terms and provisions of this Contract is reserved solely to IIM,LLC, whose determinations are final and binding in all respects.

PLEASE INITIAL HERE: _____

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