

EXHIBITION AGREEMENT

This Exhibition Agreement (the "Agreement") is between The International Trademark Association ("INTA"), a New York not-for-profit corporation, located at 655 Third Avenue, 10th Floor, New York, NY 10017-5617, and ("Exhibitor"), in connection with the 138th Annual Meeting ("Annual Meeting", "AM" or "Event"), scheduled to take place at The Orange County Convention Center (OCCC), Orlando, Florida, May 21 – 25, 2016.

WHEREAS, INTA is the global association of trademark owners and professionals dedicated to supporting trademarks and related intellectual property in order to protect consumers and to promote fair and effective commerce, and in order to promote such advancement, organizes and operates a number of programs and events for which Exhibition opportunities are available; and

WHEREAS, the Exhibitor desires to exhibit at the Event for the promotional opportunity afforded to the Exhibitor by such Event in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in light of the foregoing and for good and valuable consideration, including the promotional opportunities to be afforded to the Exhibitor as provided herein, INTA and the Exhibitor agree as follows:

- **Alcoholic Beverages.** Exhibitor may not serve alcohol in their contracted booth space.
- **Agreement to Rules.** The Exhibitor, for itself and its employees, agrees to abide by the INTA Exhibitor Rules set forth in this Agreement or posted on INTA's web site, and any other rules, policies or regulations of the owner of the Exhibition Facility (collectively, the "Rules") and by amendments that may be put into effect by INTA, Event venue and its contracted decorating company.
- **Amendment to Rules.** Any matters not specifically covered by the Rules shall be subject solely to the decision of INTA. The Rules may be amended at any time by INTA, and all amendments made shall be binding.
- **Attendance.** INTA shall have sole control over Exhibition Hall admission policies at all times. Admittance to the Exhibition is limited to representatives of exhibiting organizations and registered attendees. No guests or children will be allowed on the Exhibition floor at any time!
- **Automatic Space Release.** If Exhibitor fails to arrive for setup by 9:00 am on the opening day of the Exhibition; INTA will automatically release the space, whether INTA fills the Exhibitor's booth space or not. No refunds will be given.
- **Booth Representatives.** The Exhibitor's booth representatives shall be restricted to employees of the exhibiting organization who are registered to attend the Annual Meeting. Booth representatives shall wear "Exhibitor" badge identification, furnished by INTA, at all times.
- **Booth Representatives Admittance during Non-Show Hours.** Exhibitor booth representatives will be permitted to enter the Exhibition one hour before each day of the Exhibition and will be able to remain in the Exhibition one half hour after closing, with the exception of the last day of the Exhibition. Exhibitor that require additional time must check with INTA's Exhibition Management.
- **Care of Building.** The Exhibitor will be held responsible for any damage done by its employees or representatives to the Event venue. The Exhibitor is liable for any damage caused to building

floors, walls or columns, or to standard booth equipment, or to other Exhibitors' property. The Exhibitor may not apply paint, lacquer, adhesive or other coating to building columns and floors or to standard booth equipment.

- **Contractor Services and Information.** INTA, in the best interest of the Exhibitor, has selected Freeman Decorating Company as the Official Service Contractor for the Event, to provide various services to Exhibitor. Such Contractor will provide all services for the exhibit area including tradesmen carrying bona fide credentials available to set-up and dismantle exhibit booths. Complete information, instructions, and schedules of prices regarding shipping and drayage, labor for installing and dismantling, electrical work, furniture, telephone, and cleaning, will be in the Exhibitor Kit.
- **Decoration.** INTA shall have full discretion and authority in the placement, arrangement and appearance of all items displayed by the Exhibitor, and may require the replacement, rearrangement or redecorating of any item or of any booth that INTA deems inconsistent with the principal purpose of the Exhibition or inappropriate for any other reason, and no liability shall be attached to INTA for costs that may devolve upon the Exhibitor thereby. Exhibitor building special background or side dividers must make certain that the surfaces of such dividers are finished in such a manner so that they are not unsightly to Exhibitor in adjoining booths. If such surfaces remain unfinished by 9:00 am on the opening day of the Exhibition, INTA shall authorize the official decorator to effect the necessary finishing, and the Exhibitor must pay all charges involved thereby.
 - **Balloons (air or helium) are prohibited.**
- **Demonstration Equipment Placement.** All demonstration equipment, including the operator's position, must be located at least two feet removed from the aisle line of the exhibit area.
- **Distribution of Printed Materials, Samples, Souvenirs.** The Exhibitor may distribute marketing materials, samples, souvenirs, publications, etc. only from within their contracted booth space. The distribution of any article that interferes with the activities in, or obstructs access to, neighboring booths, or that impedes aisles, is prohibited. Neither Exhibitor nor non-exhibitor shall distribute to meeting attendees printed materials, samples, souvenirs and the like, except from within the contracted booth space.
- **Early Tear Down.** Exhibitor shall not initiate tear-down, packing, or abandon exhibit prior to close of the Exhibition. In the event Exhibitor begins teardown prior to the close of the Exhibition, the Exhibitor will be in non-compliance and will result in the loss of priority point for future Exhibitions and may be refused the right to exhibit at future INTA events.
- **Eligible Exhibits.** INTA has the sole right at any time including during the Event to determine the eligibility of any organization or product for inclusion or continued participation in the Exhibition.
- **Exhibitor Appointed Contractors.** Any company using Exhibitor Appointed Contractor companies must provide INTA with a certificate of insurance, clearly stating who the exhibiting company is. Certificate of insurance is required. Every Exhibitor and Exhibitor Appointed Contractors must comply with applicable labor agreements and practices and must not commit or allow to be committed by persons in its employment any acts that could lead to work stoppage, strikes, or labor problems. In addition, any Exhibitor Appointed Contractors shall be responsible to INTA's Official Service Contractor as pertains to move-in and move-out scheduling.
- **Exhibition Opportunity.** For the Fee specified in the Exhibitor Application, the Exhibitor will be designated as an Exhibitor of the Event, and shall receive from INTA the Exhibition benefits specified in the Exhibitor Application.

- **Exhibition Fee.** Exhibitor shall pay the exhibition fee set forth on the Exhibition application (the “Exhibition Fee”) to INTA within 14 days following execution of the Agreement and, in any case, no later than February 29, 2016. Any failure to pay the Exhibition Fee shall entitle INTA to terminate this Agreement, as explained below.
- **Exhibition Restrictions.** INTA reserves the right at any time to prohibit or remove any exhibit, display, device, or part thereof, or prohibit the exhibit, display, device or promotional material that in its opinion is not suitable to or in keeping with the mission of INTA. Furthermore, INTA reserves the right at any time to prohibit or remove any exhibit, display, device or promotional material if the activity of the Exhibitor regardless of location of activities is in INTA’s sole opinion not suitable to or in keeping with the mission of INTA. Exhibitor may not engage in any activity that will interfere with or in INTA’s opinion be reasonably objectionable to other exhibits or that may present INTA or the Event in a false or negative light, whether at the Exhibition Hall or elsewhere during the Event. The Exhibitor agrees not to use hotel or hospitality rooms to exhibit or for demonstrations or entertaining at hours that conflict with scheduled INTA meetings, INTA events and Exhibition hours.
- **Exhibitors’ Discussions, Costumes, Promotion.** The Exhibitor shall not engage in any activities in the aisle or in booths other than its own. The Exhibitor’s representatives wearing appropriate costumes or carrying banners or signs separately, or as part of their apparel, must remain in their own contracted booth space.
- **Fire Prevention Requirements.** Exhibitor shall conform to all regulations of the local fire department. In addition, all main and cross aisles, corridors, exhibit areas, exit stairways, and other areas will be maintained at their required width at all times the Exhibition is open; no obstructions such as chairs, tables, or displays will be allowed to protrude into aisles. No combustible decoration, such as crepe paper, tissue paper, cardboard, or corrugated paper, shall be used at any time. All packing containers, boxes, excelsior, and wrapping paper are to be removed from the floor and must not be stored under tables or behind displays.
- **Floor Plan.** INTA reserves the right to modify the Exhibition floor plan without notice or obligation for any refund.
- **Food & Beverage.** Exhibitor may not bring food or beverage from the outside. All food and beverage must be ordered from the exclusive catering company of the convention center.
 - All food/beverage samples distributed by the Exhibitor are subject to the approval of the exclusive catering company of the convention center. All food/beverage portions or samples distributed must not exceed two (2) ounces by weight. Exhibitor shall be solely responsible for ensuring that any approved food/beverage samples are in safe condition for consumption and in compliance with all applicable laws and regulations.
- **Genuiness of Goods.**
 - **Provision for non-infringement.** Exhibitor warrants that disclosure and delivery of any information, goods, documents, software and other materials, and use thereof, as contemplated by this Agreement, will not knowingly infringe or violate any proprietary right of any third party, including, without limitation, any copyright, trademark, known patent or trade secret right.
 - **Warranty of genuineness of goods.** If a situation arises which constitutes an infringement, Exhibitor will have the obligation to, at its option: (i) modify the Infringing goods, equipment or software at its own expense, without impairing in any respect the functionality, level of quality of goods or performance, so that it is non-infringing; (ii) replace the goods, system, equipment or software with equally suitable, non-infringing goods, system, equipment or software.

- **Counterfeit Goods.** Exhibitor shall not use any goods in relation to the activities governed by this Agreement that are “Counterfeit Goods”, defined as Goods or separately- identifiable items or components of Goods that:
 - Are an unauthorized copy or substitute of an Original Equipment Manufacturer or Original Component Manufacturer (collectively, “OEM”) item;
 - Are not traceable to an OEM sufficient to ensure authenticity in OEM design and manufacture:
 - Do not contain proper external or internal materials or components required by the OEM or are not constructed in accordance with OEM design:
 - Have been re-worked, re-marked, re-labeled, repaired, refurbished, or otherwise modified from OEM design but not disclosed as such or are represented as OEM authentic or new
 - Have not passed successfully all OEM required testing, verification, screening, and quality control processes.

Exhibitor shall implement an appropriate strategy to ensure that Goods used in relation to activities governed by this Agreement are not Counterfeit Goods. Seller’s strategy shall include, but is not limited to, the direct procurement of items from OEMs or authorized suppliers, conducting approved testing or inspection to ensure the authenticity of items, and/or, when items are to be procured from non-authorized suppliers, obtaining from such non-authorized suppliers appropriate certificates of conformance.

If Exhibitor becomes aware or suspects that it has used or is using Counterfeit Goods in relation to activities governed by this Agreement, Exhibitor promptly shall notify INTA and replace, at Exhibitor’s expense, such Counterfeit Goods with OEM or INTA-approved Goods that conform to the requirements of this Agreement,. In addition, Exhibitor shall be liable for all costs incurred by INTA related to the Exhibitor’s use of Counterfeit Goods. The remedies contained in this article are in addition to any remedies INTA may have at law, equity, or under other provisions of this contract. Exhibitor bears responsibility for procuring authentic Goods or items from its subcontractors and shall ensure that all such subcontractors comply with the requirements of this article.

- **Installation – Showing – Dismantling.** Hours and dates for installation, showing, and dismantling shall be those specified by INTA. The Exhibitor shall be liable for all storage and handling charges resulting from failure to remove exhibit material from the Exhibition before conclusion of the dismantling period specified by INTA.
- **Insurance and Liability.**
 - Each Exhibitor is responsible for securing insurance coverage for participation in connection with the Event. Exhibitor must have insurance policies covering booth materials and/or equipment transporting from their home base to the show, vice versa, and also during the Event. Exhibitor must also have public liability and property damage insurance. Exhibitor should check with their corporate insurance policy as most policies will provide riders for such coverage at trade shows/Exhibitions.
 - The Exhibitor acknowledges and agrees that its participation in the Exhibition is solely at the Exhibitor’s own risk. Exhibitor who hires a third party contractor for the installation of their booth must make sure they have insurance coverage before appointing them.
 - Exhibitor shall obtain general liability, property damage and fire insurance of not less than \$1,000,000 combined single limits at the Exhibitor’s own cost and expense. **International Trademark Association (INTA), Freeman Decorating Services and The Orange County Convention Center (OCCC)** must be named as coinsured with limits of liability of at least \$1,000,000 combined single limits including bodily injury, property damage, fire and theft.

- **Lotteries, Contests.** The operation of games of chance or lottery devices, or the actual or simulated pursuit of any recreational pastime, is permitted only as allowed by the laws of the jurisdiction in which the Event is being held and upon written approval from INTA. In the event INTA approves any such lotteries, contests, Exhibitor understands and acknowledges that Exhibitor will remain solely responsible for compliance with any or all rules and regulations governing such lotteries, contests.
- **Noise and Odors.** No noisy or obstructive work will be permitted during open hours of the Exhibition, nor will noisily operating displays, nor exhibits producing objectionable odors, be allowed.
- **Non-Endorsement.** The exhibiting of services, products or equipment at any INTA event or program does not constitute an endorsement or approval by INTA of such services, products or equipment. The Exhibitor is not permitted to represent in any manner or at any time that such services, products or equipment have been endorsed or approved of by INTA.
- **Obstruction of Aisles or Booths.** Any demonstration or activity that results in excessive obstruction of aisles or prevents ready access to nearby Exhibitors' booths shall be suspended for any periods specified by INTA.
- **Photographs.** Exhibitor shall take no photographs of other Exhibitors' booths without prior consent of the Exhibitor involved.
- **Presentations Sound Amplifying, Reproducing Equipment.** The use of sound systems is permissible, provided that they are not audible more than three feet into the aisle or into neighboring booths, and that the sound is directed exclusively into the Exhibitor's booth. INTA shall have absolute control over this regulation, the intent of which is to ensure that sound systems shall not be audibly objectionable to neighboring Exhibitor. Sound amplification may be used by an Exhibitor only for the dissemination of information to the meeting's audience that directly relates to products and/or services of the particular company displaying such products and/or services at the Event. Any presentation that interferes with the activities in, or obstructs access to, neighboring booths, or that impedes aisles, is prohibited.
- **Regulations Governing Displays.**
 - All exhibits are subject to an on-site inspection; if Exhibitor's exhibit, product, or any part of the exhibit display has to be repositioned, or if masking drape or carpet has to be ordered, any and all costs incurred will be at the Exhibitor's expense.
 - Any portion of an exhibit that obstructs the view, interferes with the privileges of other Exhibitor, extends beyond the designated booth space or for any reason becomes objectionable at the discretion of INTA, must be immediately modified or removed by the Exhibitor and/or INTA. Unsightly back walls visible from the side on corner booths must be covered or draped, or such will be draped by INTA and billed to the Exhibitor.
 - Exhibitor will be responsible for providing floor covering (e.g. carpet, wood) for their contracted booth space.
 - Hanging signs or banners used as company identification are prohibited for inline booths. Exhibitor may only hang a sign or banner in an island booth space.
 - Exhibitor are not allowed to set up their own wireless internet equipment.

- **Regulations relating to maximum allowable heights of back wall.**
- **Standard In-Line Booth:** No exhibits may exceed the 8' back wall height from the back wall to 5' forward. No solid exhibit construction will be permitted to exceed 3' in height in the front 5' of the booth. Booth construction must not impede the line of site to neighboring booths.

The back of exhibit side walls (the side which will face the Exhibitor's neighbor) must be finished; the back of exhibit back wall must also be finished if exposed from behind or from the side. Exposed and unfinished exhibit displays will be masked at the Exhibitor's expense.

Set-Back: All display fixtures over 4'0" (1.22m) in height and placed within 10 linear feet (3.05m) of an adjoining exhibit must be confined to the **rear five feet** of the exhibit space to avoid blocking the neighbor's visibility.

- **Island Booth:** All island booths must submit a rendering of their booth design to be approved by INTA prior to the Exhibition. Island exhibit structures will be permitted to a maximum height of 16' (including signs and/or company name and logo).
- **Rejected Displays.** The Exhibitor agrees that its exhibit shall be admitted and shall remain from day to day solely in strict compliance with the rules herein stated. INTA reserves the right to reject, eject or prohibit any exhibit in whole or in part, with or without giving good cause. If cause is not given, liability shall not exceed the return to the Exhibitor of the amount of rental unearned at the time of ejection. If an exhibit of the Exhibitor is ejected for violation of these rules or for other stated reasons, no return shall be made.
- **Safety Devices.** The Exhibitor agrees to accept full responsibility for compliance with national, state and city regulations in the provision and maintenance of adequate safety devices and conditions for the operation of machinery and equipment.
- **Security.** The Exhibitor must take all steps it deems advisable to protect and insure its employees, exhibit, equipment and property from injury, loss or damage during the entire term covered by this contract. The Exhibitor expressly releases INTA, the event venue and their officers, directors, members, employees and agents from any and all claims for such injury, loss or damage. INTA will engage a security service during the inclusive move-in period, operational hours and move-out period of the Exhibition. However, the furnishing of such service will not increase the liability of INTA, the event venue, their officers, directors, members, employees or agents. Exhibitor may elect to hire additional security services for its property, at its own expense, through the official General Services Contractor for the Exhibition.
- **Selling.** Selling is allowed on the Exhibition floor; however, Exhibitor are required by the laws of the jurisdiction in which the Event is being held to be solely responsible for the collection and remittance of any sales or other taxes imposed on them.
- **Signs, Illumination.** Education, communication and resource information signs only will be allowed in exhibit booths. Electric flashers or signs involving the use of neon or similar gases are prohibited. Should the wording on any sign or area in an Exhibitor's booth be deemed by INTA to be contrary in any way to the best interest of the Exhibition, the Exhibitor shall make such changes or remove signs as requested by INTA. INTA's decision will be final in such matters.
- **Staffing of Exhibits.** All exhibits must be continuously staffed each day of the Exhibition during those hours when the Exhibition is open to attendees. There will be no exceptions.
- **Sub-Leasing.** The Exhibitor may not sublet its space, nor any part thereof, nor exhibit, offer for sale, give as a premium, or advertise articles not manufactured or sold in its own name, except if such articles are required for the proper demonstration or operation of the Exhibitor's display, in

which case identification of such articles shall be limited to the regular nameplate or other identification that in standard practice appears normally on them. Rulings of INTA shall in all instances be final with regard to use of any exhibit space.

- **Trademark Usage.** Exhibitor agrees and acknowledges that the use of INTA trademarks by Exhibitor, in connection with the Event, in associated marketing materials and activities, or in any other way, is strictly prohibited, unless permission for use is provided to Exhibitor in writing by INTA.

General Terms

INTA shall have sole authority to interpret and enforce all rules and regulations contained herein; to make any amendments thereto as shall be necessary for the orderly conduct of the Exhibition. The Agreement when executed properly, shall be considered a binding agreement between the two parties. Exhibitor shall abide by the Rules and by all applicable federal, state, and city laws, ordinances, and regulations. All matters and questions not specifically covered by these rules and regulations are subject to the decision of INTA whose decisions will be final. The Exhibitor agrees to accept and abide by such decisions.

Any Exhibitor who fails to observe the conditions of this Agreement, or who, in the opinion of the officials of INTA, conduct themselves unethically or in a manner not in keeping with or appropriate for the Event, will be dismissed from the Exhibition without refund. Any Exhibitor violating the rules and regulations shall be subject to ejection and forfeit the opportunity to exhibit in subsequent years.

- **Force Majeure.** Neither INTA nor the Exhibitor shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, act of government, terrorist act or threat or any other cause beyond its control. It is understood and agreed that in the event of the cancellation of the Event, or in the event the Exhibition is rendered unusable for any reason stated above, then and thereupon this Agreement shall terminate and the Exhibitor shall pay for said space only up to the time of said termination, pro rata, and the Exhibitor hereby waives any claims for damages or compensation should this agreement be so terminated.
- **Limitation of Liability.** Except as expressly provided for in this agreement, all warranties expressed or implied, including implied warranties of merchantability, fitness for a particular purpose and non-infringement are disclaimed by INTA. Neither party hereto will be liable for lost profits, lost opportunities, or indirect reliance, incidental or consequential damages under any circumstances. In no event shall INTA's liability under or in connection with this agreement, regardless of the form of action giving rise to such liability whether in contract, tort or otherwise, exceed the amount of fees paid to INTA by Exhibitor.

The Exhibitor agrees to indemnify and hold harmless INTA, its officers, members and employees from loss or expense (including legal expense) to any person or persons for or by reason of: any breach by the Exhibitor of this Agreement; any condition, defective or otherwise, of any apparatus, equipment or fixtures furnished by the Exhibitor in connection with its exhibit; and any act or omission of the said Exhibitor, its employees or agents. The Exhibitor's indemnity includes, but is not limited to, claims of copyright, trademark or patent infringement, unfair competition, and product liability. The Exhibitor expressly releases INTA and all aforementioned individuals from any and all claims for such loss, damage or injury. The Exhibitor assumes the entire responsibility for and hereby agrees to protect, indemnify, defend and hold harmless INTA, the Event's venue, their employees and agents against all claims, losses and damages to persons or property, governmental charges or fines and attorney's fees arising out of or caused by the Exhibitor, or their employees' or agents' installation, removal, maintenance, occupancy or use of exhibit premises or a part thereof, excluding any such liability caused by the sole negligence of Event's venue, or contracted third-party service provider, its employees and agents. The Exhibitor also assumes responsibility for any and all obligations,

including music license royalty fees, resulting from its use of live or recorded music and indemnifies INTA for the same.

- **No Partnership.** Nothing in this Agreement shall be construed as constituting a partnership between the Exhibitor and INTA. Both the Exhibitor and INTA will retain all rights to any logos, trademarks and service marks of their respective organizations although the Exhibitor expressly consents to the use and display of such marks, individually and in connection and juxtaposition with each other and the marks of other participating Exhibitor, in connection with the promotion of the post-event publicity or follow-up activities and, of course, with respect to the Event itself. Neither party shall represent that it has any right or authority to bind the other, or create any obligations, express or implied, except as expressly provided in this Agreement.

- **Termination.**
 - INTA shall be entitled to terminate this Agreement in the event that the Exhibitor fails to pay the Exhibition Fee.
 - INTA shall be entitled to terminate this Agreement in the event that the Exhibitor fails to adhere to the Rules or to any other rules and regulations governing the Exhibition.
 - If Exhibitor cancels its exhibit space **after February 29, 2016**, the Exhibitor will forfeit the Exhibition Fee. If INTA is able to resell the Exhibitor's exhibit space, INTA may, in its sole discretion, refund or credit some or all of the Exhibition Fee.

Entire Agreement; Governing Law: This Agreement, may be modified only in writing signed by the authorized representatives of both parties, and contains the parties' entire understanding with respect to the subject matter hereof and supersedes any and all prior agreements, understandings or discussions with respect to the subject matter hereof. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

AGREED TO AND ACCEPTED

INTA

EXHIBITOR

The International Trademark Association

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____