

EXHIBITION TERMS & AGREEMENT

General Terms

1. Compliance with Exhibition Rules and Regulations. Exhibitor shall at all times during the Event observe and comply with INTA's Exhibition Rules and Regulations (the "Exhibition Rules"), as may be updated from time to time. INTA shall have sole authority to interpret and enforce the Exhibition Rules and to make any amendments thereto as shall be necessary, in the sole judgment of INTA, for the orderly conduct of the Exhibition. Exhibitor further agrees to comply with the Exhibition Rules and with all applicable 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.

2. Exhibitor Conduct. Exhibitor agrees not to display or distribute any promotional items or to engage in any marketing or advertising during the Event outside of its approved booth at the Exhibition Hall. Exhibitor further agrees to conduct itself in a manner that is courteous and respectful of INTA and its staff and of attendees at the Event from other cultures and parts of the world. Any Exhibitor who, in the sole opinion of INTA, engages in conduct that is unethical, offensive, or that is not in keeping with or appropriate for the Event, may be dismissed from the Exhibition without refund. Any Exhibitor violating the Exhibition Rules may further be subject to ejection and may forfeit the opportunity to exhibit in subsequent years.

3. Exhibit Booth Assignment. Exhibitors are assigned booth placement based on "Priority Points." Each organization is allocated one Priority Point for every year of exhibiting at the Annual Meeting. Exhibitors do not select their booth space. **INTA reserves the right to make the final determination of all space assignments in keeping with the best interests of the Exhibit.**

INTA Priority Points System Guidelines

Tier 1 Exhibitor: 15+ years' exhibiting at the Annual Meeting
Tier 2 Exhibitor: 6–14 years' exhibiting at the Annual Meeting
Tier 3 Exhibitor: 0–5 years' exhibiting at the Annual Meeting

4. Exhibitor Acknowledgment. Exhibitor agrees and acknowledges that INTA shall have the ongoing right to require changes to Exhibitor's booth or to any conduct or offerings in the Exhibition Hall or any other activities during the Event. In the event Exhibitor fails to promptly comply with any request from INTA relating to Exhibitor's booth or to Exhibitor's conduct, INTA shall have the right to require removal of or to remove Exhibitor's booth and to bar Exhibitor from further participation in the Event without refund.

5. Exhibition Fee. Exhibitor shall pay the exhibition fee set forth on the Exhibition application (the "Exhibition Fee").

6. Termination. INTA shall be entitled to terminate this Agreement in the event that the Exhibitor fails to pay the Exhibition Fee. INTA shall also be entitled to terminate this Agreement in the event that the Exhibitor fails to adhere to the Exhibition Rules or to any other rules and regulations governing the Exhibition or to promptly and courteously follow any instruction from INTA or its staff. If Exhibitor cancels its exhibit space, 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.

7. Limitation of Liability; Indemnification. Except as expressly provided 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 the Exhibition Fee 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.

8. License.

- Exhibitor hereby grants INTA a limited, nonexclusive, nontransferable license to use certain names and trademarks hereto (collectively, the "Exhibitor Marks") during the Term solely in connection with the Exhibition as described herein and in accordance with guidelines for use of the Exhibitor Marks as may be provided to INTA by Exhibitor from time to time. This is a limited license, and no rights that are not specifically enumerated will be implied.
- Exhibitor acknowledges and agrees that INTA does not endorse or advertise products or services.
- The Exhibitor Marks must be legible and may not be altered in any manner. INTA acknowledges that Exhibitor is the sole owner of all right, title, and interest in the Exhibitor Marks. INTA will not (i) register or attempt to register any trademark incorporating any part of the Exhibitor Marks; (ii) use, register or attempt to register any trademark deemed by Exhibitor to be confusingly similar to any of the Exhibitor Marks; or (iii) challenge the validity of any Exhibitor Mark.

9. Representations and Warranties. Each party represents and warrants that it has the full power and authority to enter into this Agreement, perform its obligations and grant the rights hereunder. Each party represents and warrants that the rights granted by each hereunder do not infringe upon the rights of any third parties. Exhibitor further represents and warrants that it has the right to grant permission to or the ability to cause permission to be granted to INTA to use its respective trademarks, trade names, logos, names, or likenesses, and that such use, as approved in accordance with Section 3, will not violate or infringe any third party's rights.

10. Insurance. 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 tradeshow or Exhibitions. 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), PICO and Marina Bay Sands Singapore 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.

11. Force Majeure. Neither party shall be liable for failure to perform hereunder due to acts of war, public enemy, government, or any person engaged in subversive activity, riot or sabotage; due to Acts of God, including but not limited to fire, flood, storm, accident, explosion or other catastrophe, casualties, epidemic, pandemic or quarantine restrictions; due to strikes or other labor stoppages, slowdowns or disputes; or due to delays by suppliers of material or services, inability to obtain transportation, or any other cause beyond a party's reasonable control whether similar or dissimilar to any cause listed herein ("force majeure event"). In the event of such delay, the parties shall consult for the purpose of taking whatever remedial action is mutually deemed appropriate.

12. 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.