



2024 TMAP EXHIBITION TERMS & AGREEMENT

This Exhibition Agreement (the “Agreement”) is between The International Trademark Association (“INTA”), a New York not-for-profit corporation, located at 675 Third Avenue, 3rd Floor, New York, NY 10017-5617, and (“Exhibitor”), in connection with the 2024 Trademark Administrators and Practitioners Meeting (“TMAP”, or “Event”), scheduled to take place at the LOEWS PHILADELPHIA HOTEL, 1200 Market Street, Philadelphia, Pennsylvania 19107 on September 22, 2024 - September 24, 2024.

WHEREAS, The International Trademark Association (INTA) is a global association of brand owners and professionals dedicated to supporting trademarks and complementary intellectual property (IP) to foster consumer trust, economic growth, and innovation, and committed to building a better society through brands. Our membership comprises nearly 6,500 organizations from 185 countries. The organizations represent more than 34,350 professionals, including brand owners from major corporations, small- and medium-sized enterprises, law firms, and nonprofits. Our community also includes government agency members, professors, and law. Founded in 1878, INTA, a not-for-profit organization, is headquartered in New York City, with offices in Beijing, Brussels, Santiago, Singapore, and the Washington, D.C. Metro Area, and a representative in New Delhi. For more information, visit inta.org.

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:

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. 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 space in 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. 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,

4. Exhibition Fee. Exhibitors shall pay the Exhibition Fee set forth on the Exhibition application (the "Exhibition Fee"). Any failure to pay the Exhibition Fee shall entitle INTA to terminate this Agreement, as set forth below. If the 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.

5. Termination. INTA shall be entitled to terminate this Agreement if 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.

6. 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.

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 Exhibitor of this Agreement; any condition, defective or otherwise, of any apparatus, equipment, or fixtures furnished by Exhibitor in connection with its exhibit; and any act or omission of Exhibitor, its employees or agents. Exhibitor's indemnity includes, but is not limited to, claims of copyright, trademark or patent

infringement; unfair competition; and product liability. Exhibitor expressly releases INTA and all aforementioned individuals from any and all claims for such loss, damage, or injury. 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 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 a contracted third-party service provider, its employees and agents. 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.

7. License.

a. 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.

b. Exhibitor acknowledges and agrees that INTA does not endorse or advertise products or services.

c. The Exhibitor Marks must be legible and may not be altered in any manner. INTA acknowledges that the Exhibitor is the sole owner of all rights, 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.

8. 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 party. 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 7, will not violate or infringe any third party's rights.

9. Insurance. Exhibitor is responsible for securing insurance coverage for participation in connection with the Event. Exhibitors must have insurance policies covering booth materials and/or equipment transportation to and from the Event as well as the Event itself. Exhibitors must also have public liability and property damage insurance. Exhibitors should check with its corporate insurance policy as most policies

will provide riders with such coverage at tradeshow or exhibitions. Exhibitor acknowledges and agrees that its participation in the Exhibition is solely at the Exhibitor's own risk. Exhibitors who hire 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. The International Trademark Association (INTA) and the LOEWS PHILADELPHIA HOTEL 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.

10. 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 a force majeure event the parties shall consult for the purpose of taking whatever remedial action is mutually deemed appropriate.

11. No Partnership. Nothing in this Agreement shall be construed as constituting a partnership between Exhibitor and INTA. Both Exhibitor and INTA will retain all rights to any logos, trademarks, and service marks of their respective organizations although 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 Exhibitors, in connection with the pre-Event or 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.

12. Authorized Signatures/Effectiveness. The persons signing this Agreement on behalf of each party have all legal authority and power in their respective capacities to bind that party to the Agreement. The Agreement shall not be effective until fully executed (either on one document or in counterpart documents) and delivered to both parties.

13. 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.