

Terms & Conditions

1. Definitions. (a) **“Client”** means the applicant identified on the front hereof; (b) **“Event”** means the specific expositions or Events identified on the front hereof; (c) **“Management”** means Northstar Travel Media LLC, its respective agents, employees, affiliates, successors and assigns; (d) **“Venue management”** means the owner or manager of the facility in which the Event is conducted, and its employees and agents; (e) **“Venue”** means the facility in which the Event is conducted; (f) **“Agreement”** means the Application to which these Terms & Conditions relate and all proper amendments, supplements and addenda hereto and thereto; and (g) an **“affiliate”** of, or a person **“affiliated”** with, a specified person, is a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the person specified.

2. Agreement; Qualifications of Client: This application, when properly executed by Client and upon written acceptance by Management, shall constitute a valid and binding license agreement for Client’s participation in the Event. Management reserves the right to interpret this Agreement and to adopt further regulations as may be deemed necessary by it for the general success of the Event, including (without limitation) the conditions, rules and regulations stated herein, in any Event Service Manual or Sponsorship Materials associated with the Event, and in the Venue Management contract, to which Management is or will be a party, all of which are made a part hereof as though fully incorporated herein, and the Client agrees to be bound thereby. Management, in its sole discretion, determines whether a prospective supplier is eligible to participate in the Event and reserves the right to accept or refuse any application for participation in the Event in its sole discretion. Eligibility is generally limited to persons or firms that supply products and/or services to the Event’s targeted attendee market. Management reserves the right to restrict or remove any display that Management, in its sole discretion, believes is objectionable or inappropriate.

3. Deposits; Rates. If Client uses an advertising agency to execute the Agreement or to make payment on behalf of Client, the advertising agency and Client shall be jointly and severally liable for all amounts due and payable to Management for the Event ordered. A 50% deposit must accompany Client’s application. Management will invoice Client for the balance due, such amount to be paid not later than 60 days prior to the scheduled opening of the Event. Except as provided herein, all monies paid by Client shall be deemed fully earned and non-refundable at the time of payment.

Rates for partnerships, sponsorships and/or presentations are based on participation in the Event and related promotions, are set forth on the application and are guaranteed only for the contract period. Rates appearing on the application are net are not subject to advertising agency commissions. Rates are subject to change upon notice from Management; provided, Client may cancel the Agreement without penalty by notice to Management prior to the time the rate change becomes effective.

4. Client Conduct. Management respects the rights of all supplier and vendors to promote and market their products based upon facts and the strengths of their business, products and customer service. Management therefore will strictly enforce a Code of Conduct that says any complaints from attendees, where they have been unfairly treated by a supplier, will be investigated by Management and may result in ejection from the Event and forfeiture of payment of Agreement fees paid. Negative or non-factual statements by one supplier regarding other suppliers or their products will receive the same warnings and treatment as previously stated.

5. Promotional Materials. Client materials (e.g., photos, video, logos, images, text) not received by Management’s production department by stated deadlines cannot be quality checked and will not be entitled to approval or revision by Client and may result in Management publishing existing material to fulfill Promotion or Client’s forfeiture of the underlying promotion, in which case Client will receive no refund

for such forfeited promotion.. Extensions are granted only if done expressly in writing by Management. Other production requirements for Promotions are set forth in the Event's Production Requirements and Schedule.

6. Positioning; Use of Venue Space. Positioning of Event partnership and sponsorship locations and online positioning of Client promotions is at the sole discretion of Management except when an arrangement for a specific preferred position is approved by Management in writing. Management reserves the right to decline, prohibit or expel any Client advertising material and solicitations of any sort that, in its judgment, is inappropriate or out of keeping with the character of the Event. Client shall be bound by all pertinent laws, codes and regulations of municipal or other authorities, having jurisdiction over the Venue or the conducting of the Event, together with the rules and regulations adopted by Venue management.

7. Client Materials; Move-in, Move-out Times. Client must make its own arrangements for transportation of its Event materials; Management cannot accept or sign for Event materials on behalf of the Client. Move-in and move-out times and access outside of Event hours are designated by the Venue. At such time after the close of the Event as Management may specify or upon sooner termination of this Agreement, all Client materials shall be removed and cleared from the Event space and such space left in good and clean order and condition. Client will pay the cost of repairing any damage caused to the Venue facility by the Client and/or its employees, agents, representatives or invitees. Any property remaining after the last day designated by Management for it to be removed may be held or otherwise disposed of by Management or Venue management at the Client's expense.

8. Attendance. Management shall have sole control over Event admission policies at all times.

9. Filming and Video Recording Rights; Electronic Messages. From time to time, photographs, motion pictures and/or video recordings may be made in the Event facility, which recordings may include (without limitation) images of Client, its employees, agents and related merchandise and displays. Client may not hinder, obstruct or interfere in any way with such photography or recordings whether by Management, its agents, attendees or other suppliers, and hereby consents to Management's use of such recordings for commercial purposes. Client hereby grants Management a perpetual, nonexclusive, royalty-free, worldwide license (a) to use, display, publish, distribute, digitize, copy, perform, license, sublicense, transfer, make available or transmit any photographs or images provided by Client hereunder, insofar as such photographs or images shall have been provided without inclusion of advertising copy or similar non-photographic materials, in any media or format not known or hereafter devised, in connection with the Management's database of travel-related information; and (b) to use Client's trademarks, service marks, logos, trade names, copyrighted content, hypertext links, domain names, icons, buttons, banners, graphic files and images. No visual or audio recording or transmission will be made by Client of the Event without Management's prior written consent. Client shall not violate any copyrights with respect to writings, music or other materials used by it at the Event or at any function which is part of, affiliated with, or held in conjunction with the Event.

By providing Management the e-mail addresses set forth in the application, Client hereby consents to receiving unsolicited commercial e-mail messages from Management, its affiliates, partners and assigns, as well as third parties licensed to send such messages to Client by any of the foregoing.

10. Representations and Warranties. Client represents and warrants that (a) it is fully authorized to represent all claims made at the Event and publish the entire contents and subject matter contained in its Event promotions, including (without limitation): (i) the names, portraits and/or pictures of any persons living or dead, (ii) any copyrighted material, trademarks and/or depictions of trademarked goods and services, and (iii) any testimonials or endorsements contained in any information or art submitted to

Management as part of the promotion(s); and (b) the entirety of claims made at the Event and contents of the promotion(s) are accurate and complete and are not misleading.

11. Security. Client agrees that Management is not liable for anything Venue security does or fails to do; including (without limitation) damage, theft or loss sustained by Client's employees, agents, representatives or invitees.

12. Outside Activities. Client shall not schedule or conduct any outside commercial activity (e.g., receptions, seminars, symposia and hospitality suites) during the Event, whether such activities are held at or away from the Venue facility, except with the prior written approval of Management.

13. Errors and Omissions. Client agrees that Management will not be liable in the event of any errors or omissions in the Event's directory listing or in any related materials. Client acknowledges and agrees that Management makes no representation or warranties with respect to the number of exhibition attendees or the demographic nature of such attendance.

14. Change of Event Location or Schedule. Management shall use its best efforts to conduct and promote the Event on the indicated dates at the Venue. Client acknowledges and agrees that Management may re-name or re-locate the Event or change the dates on which, or the venue at which it is held, or may move all or some portion of the Event and its content (including exhibition opportunities, conference tracks, and networking or social functions) to an on-line (virtual) format (in which case, Management's Terms & Conditions – Virtual Events shall apply), all without the consent of Client, in which event (i) Client will be notified of such change, (ii) no refund will be due to Client, (iii) Management will adjust Client's rights afforded hereunder as it reasonably determines, and (iv) Client agrees to accept such adjusted rights under the terms of this Agreement.

15. Cancellation of Event. Management may cancel all or part of the Event for any reason, in its sole discretion. If the Event is canceled by Management in its entirety, this Agreement shall terminate and Client waives all claims it might have against Management for damages or expenses, and if such cancellation is (i) for reasons described in paragraph 17, Management shall refund to Client the amount described in paragraph 17 in full satisfaction of all liabilities of Management to Client; and (ii) for any other reason, Client waives all claims it might have against Management for damages or expenses and Client agrees to accept in complete satisfaction and discharge of all claims against Management a refund of all amounts paid by the Client to Management in accordance with this Agreement. Refunds shall not be made for partial cancellations or reductions in the size or scope of the Event. If Client cancels this Agreement prior to any cancellation of the Event by Management, it shall not be entitled to any refund.

16. Cancellation; Termination of Agreement. Upon acceptance of Client's application by Management, Client shall have no right or entitlement to cancel this Agreement or reduce its commitments hereunder, and any attempt to do so shall be considered a material breach by Client of its obligations hereunder, for which Management shall have and retain all rights and remedies hereunder and at law or in equity. In the event Client attempts to cancel this Agreement or withdraw from the Event, Client acknowledges that Management would be harmed and suffer loss and that it would be difficult to determine the precise value for or amount of that harm and in that event, Client agrees to pay to Management the full amount of its contracted fee as reflected in Client's application. Such payment shall be liquidated damages and not a penalty, and the parties agree that such amounts constitute a reasonable provision for liquidated damages. Any cancellation or withdrawal will result in forfeiture of Client's rights under this Agreement, including (without limitation) the right to present speakers at, or participate in the Event. In addition, in such circumstance Management reserves the right to notify the Venue to cancel any hospitality space and/or

hotel guest rooms under Client's name and Client shall remain liable for the associated payments to be made to the hotel or Venue.

If Client breaches any of the representations, warranties, covenants, terms or conditions set forth herein, including (without limitation) failure to make any payments hereunder when due, Client shall be deemed in material default hereunder, and Management shall have the rights to terminate this Agreement upon notice and retain Client's deposit(s) paid as Management's non-exclusive remedy, thereby reserving any and all rights under law, including (without limitation) Management's right to collect the full amount set forth in Client's application. Client shall be liable for all costs of collection, all attorneys' fees, court costs incurred by Management, and interest on any unpaid amounts to accrue at the rate of 12% per annum (or, if less, the highest rate permitted by law) until paid.

17. Force Majeure. Management will not be liable for the fulfillment of this Agreement if due to any cause beyond its control, including (without limitation) acts of God; flood, fire, earthquake, explosion or other casualty; damage to, or destruction of the Venue; hazardous weather conditions (actual or forecasted); war or insurrections, terrorist acts or threats of terrorism, acts of domestic or foreign enemies, riot or other civil unrest; labor dispute, work stoppages or slowdowns, strikes or specific threat of strikes, picketing, or other industrial disturbances; government law, regulation or order (including governmental advisories, quarantines and curfews) or travel advisory, or action by any governmental authority; an act, event or occurrence creating a significant risk to the anticipated attendees' health or safety; epidemics, pandemics, or any other threat or fear of any infectious or communicable disease in humans, including (without limitation) the current or any future outbreak of the novel coronavirus (COVID-19), whether actual or perceived, without requiring the issuance of any travel advisory or warning, or the imposition of quarantine or restriction in movement of people by any government authority or national or international body or agency of any government in connection with, or related to any infectious or communicable disease in humans; or postponement or cancellation of the Event. Management will, however, in the event of its not being able to hold the Event for any such reason, reimburse Client for no more than a prorated amount of the aggregate fees received after deducting expenses incurred and to be incurred by Management (e.g., rent, marketing and advertising, salaries, operating costs) but in no case shall the amount of the refund exceed the amount of the Client's fees paid.

18. Indemnification. If Client, or any of Client's agents, employees, invitees or guests (a) is alleged to have committed any act or omission, directly or through one or more of its officers, directors, employees, agents or representatives, constituting negligence or willful misconduct relating to its performance under this Agreement or participation in the Event, or (b) breaches any of its obligations, representations, warranties or covenants herein, or (c) violates, or allegedly violates any rule, law or regulation applicable to it, then Client shall indemnify, defend on a current basis, and hold harmless Management, the Venue and Venue management, and their respective officers, directors, employees, agents, affiliates and attorneys, and their respective service contractors, successors and assigns (each, an "**Indemnitee**"), from and against any judgment, loss, damage, cost, or expense, and other liabilities, together with all reasonable costs and expenses related thereto, including (without limitation) reasonable legal and accounting fees and expenses. The covenants contained in this Section 18 shall be continuing and shall survive the expiration or termination of this Agreement.

19. Insurance. Client shall, at its expense, maintain adequate insurance to fully protect the Indemnitees from any and all claims, arising from Client's activities, including statutory limits for workers' compensation coverage, and commercial general liability including products and completed operations, independent contractors personal injury and blanket contractual liability insurance limits of at least \$1,000,000 per occurrence, \$2,000,000 aggregate. This coverage must be primary of any other valid and collectible insurance of Client and shall be written on an occurrence basis. Claims-made policies are not acceptable and do not constitute compliance with Client's obligations hereunder. Such insurance coverage

shall be evidenced by a certificate of insurance, provided to Management not less than 30 days prior to the scheduled opening of the Event and naming Management, the Event, the Venue and Venue management as additional insureds, with a 30-day notice of cancellation provision to the holder(s). Client understands that none of Management, the Venue or Venue management maintains insurance covering the Client's property and it is the sole responsibility of the Client to obtain such insurance. Client is responsible for any and all damages caused by Client or Client's agents, employees, invitees or guests.

20. Taxes and Licenses. Client shall be responsible for obtaining any licenses, permits or approvals required under Federal, state or local law applicable to its participation in, and activity at the Event. Client shall be responsible for obtaining any tax identification numbers and paying all taxes, license fees or other charges that shall become due to any governmental authority in connection with its activities at the Event. Client will not permit the delivery of merchandise at the Event facility without express prior written permission from Management.

21. Limitation of Liability. In consideration of Client being allowed to participate in the Event, and in consideration for Management accepting Client to participate in the Event, Client acknowledges, appreciates and agrees that: (i) there is risk of injury or illness from traveling to, and participating in the Event, including (in particular, and without limitation) risks of exposure, directly or indirectly, arising out of, contributed to or by, or resulting from any infectious or communicable disease, including (without limitation) the current or any future outbreak of the novel coronavirus (COVID-19) and/or any mutation or variation thereof – and while particular mitigation efforts and personal discipline may reduce this risk, the risk of serious injury or illness does exist. Therefore, Client, for itself and on behalf of each member of its staff participating in the Event, knowingly and freely assumes all such risks, both known and unknown, even if arising from the negligence of the releasees or others, and assumes full responsibility for its/his/her participation in the Event; (ii) Client assumes all responsibility and liability for losses, damages and claims arising out of injury or damage to, or caused by, Client's displays, equipment, employees or representatives; and (iii) Client, for itself and on behalf of each member of its staff participating in, or present at the Event, and their respective heirs, assigns, personal representatives and next of kin, hereby releases, indemnifies, and holds harmless Management, its service contractors, the Venue and Venue management, and their respective representatives, directors, officers, employees, agents and attorneys, associate personnel, volunteers, other Event participants and attendees/delegates, and sponsors and advertisers (collectively, the "*releasees*"), with respect to any and all injury, illness, disability, death, loss or damage that may occur to Client, or to Client's employees, agents, guests, invitees or property from any cause whatsoever, prior to, during, or subsequent to the period covered by this Agreement arising out of, or related to its/his/her participation in, presence at, or sponsorship of the Event, including being transported to or from the conference, whether arising from the negligence of the releasees or otherwise, to the fullest extent permitted by law. In no event shall Management, Venue or Venue management, or any of their respective affiliates, be liable for any special, incidental, indirect, punitive or consequential damages arising out of or in connection with this Agreement. The liability of Management and its affiliates, representatives, employees, agents and attorneys, and Client's remedy for any claim of loss or damage arising from or related to this Agreement, regardless of the form of action, shall be limited to the fees paid to Management hereunder. Client agrees that Management will not be liable in the event of any errors or omissions in any materials provided by Management. Client acknowledges and agrees that Management makes no representation or

warranties with respect to either the number of Event attendees or delegates, or the demographic nature of such attendance.

22. Compliance with Law. In connection with its participation in the Event, Client shall abide by and observe all Federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Venue and Event facility (including any union labor work rules).

23. Terms Applicable to Exhibitor Showcase. The following terms apply where the Event includes an Exhibitor Showcase or comparable amenity, and Client is participating in, and exhibiting its goods and services through such Exhibitor Showcase:

- (a) Assignment of Space. Space within the Exhibitor Showcase shall be assigned by Management in its sole discretion for the Event and for the Event dates only. The assignment of space does not imply that similar space will be assigned for future Events. Management reserves the right to change the floor plan or to move Client to another location prior to or during the Event for any or no reason.

Use of Space. Management reserves the right to decline, prohibit or expel any exhibit, or item or feature thereof which, in its judgment, is inappropriate or out of keeping with the character of the Event, this reservation being all inclusive as to persons, things, printed matter, product, conduct, sound level, etc. Client agrees to change the wording of any sign determined by Management not to be in the best interest of the Event. Balloons are prohibited. Neon or other gas-based signs are prohibited. Noisy or obstructive exhibits or activities producing objectionable noise or odors are prohibited. Sound amplifying devices may be operated only at levels not objectionable to other Clients. Distribution of advertising material and solicitations of any sort shall be restricted to the Client's booth. Client's exhibit or products may not extend beyond the limits of the Client's booth and no part of any exhibit or product may extend into any aisle. Client shall not arrange its exhibit so as to obscure or prejudice adjacent exhibitors, as determined by Management. All demonstrations by Client must be located so that assembled crowds are within the Client's space and not blocking any aisle or neighboring exhibits. No sub-letting or sharing of booth space will be permitted without the prior written consent of Management. Any space not occupied by Client at the time set for completion of installation of displays will be reassigned at the discretion of Management, in which case all amounts paid or payable by Client will be forfeited unless special arrangements have been approved in writing by Management. Client agrees to keep its exhibit open and staffed at all times during the Event hours.

If the Event does not provide turn-key booth space through Management-directed decorator services – Standard booth equipment (back and side wall draping, and identification sign) is provided by Management without cost to Client. If Client plans to install a completely constructed display of such a character that Client will not require or desire the use of standard booth equipment, no part thereof shall so project as to obstruct the view of adjacent booths. Sidewall construction, if used, may taper diagonally from eight (8) feet at the back wall to floor level at the aisle, or extend as a high panel four (4) feet from back wall, the remaining side rail may not exceed four (4) feet in height. Exceptions to the above specifications are authorized for all self-contained island configurations where a sixteen (16) foot height restriction will apply. The eight (8) foot back wall restriction is removed for all peripheral booths where a twelve (12) foot height restriction will be in effect. Further restrictions may apply as necessitated by ceiling height. Raw wood, cardboard or similar material for wings to booths must be covered or painted if they are visible from

adjacent booths. Failure to comply with the rules and regulations of this contract and as stated in the Event Service Manual will result in the alteration or removal of the booth at Client's expense. Rental fees for services and exhibit space are not refundable. Client shall be bound by all pertinent laws, codes and regulations of municipal or other authorities, having jurisdiction over the Venue or the conducting of the Event, together with the rules and regulations adopted by Venue management.

Only the primary Client will be entitled to any additional complimentary items offered by Management to the "Client". The primary Client will be responsible for all booth fees, and will be the only company listed in the Event show guide.

- (b) Change of Space. Management shall have the right, in its sole discretion, to change Client's space assignment within the Exhibitor Showcase after the acceptance of this Agreement if it is deemed to be in the best interest of the Event. In the event Management elects to exercise its right to change Client's exhibit space, Client will be notified of its newly assigned space. Management will make reasonable efforts to ensure that any reassignment will be to an exhibit space, which is of the same general style and size as Client's original space. If a reduction in space to Client's exhibit space is, in Management's opinion, necessary, Client will be reimbursed on a pro-rata basis.
- (c) Client Cancellation. Any cancellation or attempted cancellation, or failure of Client to actually occupy the exhibition space assigned to Client may, in Management's sole discretion, and in addition to Management's rights under paragraph 16, result in partial or complete forfeiture of Client's rights under any applicable sponsorship agreements or opportunities, including (without limitation) the right to present speakers at, or participate in any conference component of the Event. In the event of default by Client, Management shall have the right, but not the obligation, to license the subject Exhibitor Showcase space to another supplier prior to the Event without any rebate or allowance whatsoever to Client and without in any way releasing Client from any liability hereunder, and Client expressly agrees to pay Management the full contracted amount hereunder.
- (d) Available Services. On behalf of the suppliers, Management has designated official Event contractors to provide Event services on an exclusive basis, including (without limitation): drayage, cartage, furniture, booth and floor decorations, signs, photographs, and telephone services. Service companies other than the official contractors will not be allowed to perform any of these exclusive services. Non-exclusive services may be performed by Event-appointed contractors (EAC) within certain guidelines. A complete listing of contractors and rates, exclusive services and EAC guidelines will be provided upon request. Management assumes no responsibility or liability for any of the services performed or materials delivered by the foregoing persons, parties and organizations. Arrangement for these services and payments are to be made between Client and official Event contractors. Rules and regulations for union labor are made by the local unions and these regulations may be changed at any time. Where union labor is required because of building or contractor requirements, Client agrees to comply with the regulations.
- (e) Character of Displays; Protection of Facilities. Client shall display its products or services in a tasteful manner. No signs, decorations, banners, advertising material or special exhibits will be permitted outside of the Client-contracted booth space except with prior written permission from Management. All advertising distribution must be made from Client's space. Balloons and stickers are prohibited in the area. Handouts with gummed backing that adhere or cause adhesion are considered stickers. Strolling entertainment or

moving advertisements outside of the Client's space are prohibited. Nothing shall be posted on, or tacked, nailed, screwed, or otherwise attached to the columns, walls, floors, or other parts of the convention Hotel exhibit area without permission from the proper building authority. Fluids, caustic or staining, must not be used where they may damage floor coverings. Packing, unpacking and assembly of exhibits shall be done only in designated areas and in conformity with directions of Management, the venue manager or their respective assistants.

- (f) Installation and Dismantling. Complete information, instructions and schedule of prices regarding drayage, labor for erecting and dismantling, electrical work, furniture, cleaning, etc., will be included in the Event Service Manual. Such requirements shall be binding upon the Client as though fully set forth herein.
- (g) Exhibits Move In, Move Out. Movement of exhibits in and out of the Venue must be handled by official Event contractors. No exhibit will be allowed into or out of the Venue without an official clearance from Management. Except in cases where Management is providing turn-key exhibit space to suppliers, Client must make its own arrangements for transportation of exhibits and packing material. Management cannot accept or sign for exhibits or other materials on behalf of the Client. Move-in and move-out times and access outside of Event hours are limited to those described in the Event Service Manual. At such time after the close of the Event as Management may specify or upon sooner termination of this Agreement, all exhibits shall be removed and cleared from the Event space and vacant possession of the exhibit space shall be delivered to Management in as good and clean order and condition as it was when delivered to Client. Clients will pay the cost of repairing any damage caused to the Venue facility by the Client and/ or its contractors. Any property remaining after the last day designated by Management for it to be removed may be held or otherwise disposed of by Management or Venue Management at the Client's expense. No exhibits may be removed from the Event facility before the Event ends.
- (h) Safety. All display materials used for decoration must be flameproof. Displays that do not pass fire safety inspection will be ordered closed until such fire hazards are corrected against further danger of fire. All electrical equipment or devices used in or about an exhibit must be in good operating condition and able to pass fire and/or electrical inspections. Extra materials stored in Client's exhibit space must not block access to the exhibit or cover electrical wires or outlets. Client shall cooperate responsibly with local ordinances and Venue management rules regarding health, fire prevention and public safety. If inspection of Client's booth discloses a failure to comply with any applicable law, code or regulation, or if Management determines that all or any part of an exhibit presents a fire hazard or other danger, Management may cause the removal of all or a portion of such exhibit at Client's expense. Under no circumstances may the weight of any equipment or exhibit material exceed the Venue's maximum floor load. Client accepts full and sole responsibility for any injury or damage to property or persons resulting from failure, knowingly or otherwise, to distribute the load of its exhibit material in conformity with the maximum floor load specifications.
- (i) Security. Management will provide perimeter guard service during the Event and while the Venue is closed. Client agrees that Management is not liable for anything its guard service, or facility security does or fails to do. This includes (without limitation) damage, theft or loss sustained by Client's exhibit or its representatives. Client will not be allowed

into the Exhibitor Showcase after published hours. Client may want to consider arranging security for its specific booth space for either during or after published hours.

24. Assignment. This Agreement cannot be assigned by Client, in whole or in part, without the prior written approval of Management. Management may assign this Agreement without Client's consent, and any such assignee shall become "Management" for all purposes hereunder and shall acquire all of rights and obligations of Management hereunder.

25. Severability; Waiver. If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, that provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. The failure of either party to enforce at any time or for any period of time any of the provisions of this Agreement shall not constitute a waiver of such provisions or the right of such party to enforce each and every provision.

26. Costs, Expenses and Attorneys' Fees. If either party commences any action or proceeding against the other party to enforce or interpret this Agreement, the prevailing party in such action or proceeding shall be entitled to recover from the other party the actual costs, expenses, and attorneys' fees and all related costs and expenses incurred by such prevailing party in connection with such action or proceeding and in connection with obtaining and enforcing any judgment or order thereby obtained.

27. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its conflicts of laws provisions. Any action or proceeding arising out of or related to this Agreement shall be brought in the courts of record of the State of New York in New York County or the U.S. District Court for the Southern District of New York. Client consents to the jurisdiction of such courts and waives any objection to the laying of venue of any such civil action or proceeding in such courts.

28. American Disabilities Act. Client acknowledges and agrees that, in connection with each Event within the U.S., it will be a public accommodation as defined under Title III of the Americans with Disabilities Act ("**ADA**"). As a public accommodation, Client agrees that in connection with the Event, Client will: (i) provide, at its expense, any auxiliary aids and services as may be necessary to ensure effective communication with Client by attendees of the Event; (ii) where applicable, assure, at its expense, that displays posted at or on Client's booth(s) are accessible to individuals with disabilities; and (iii) not discriminate or retaliate against any individual in violation of the ADA.

29. Survival. Any expiration or earlier termination of this Agreement for any reason whatsoever notwithstanding, those provisions of this Agreement that, by their nature, are intended to survive such expiration or termination shall so survive, including (without limitation) paragraphs 1, 18, 21, 27, 29 and 30.

30. Entire Agreement. This Agreement (i) when executed by Client and upon written acceptance by Management, shall constitute the valid and binding agreement of the parties respecting the subject matter hereof, and (ii) contains the entire agreement of the parties concerning the subject matter hereof. This Agreement may not be modified, discharged or terminated, and the rights of any party shall not be waived except by a written instrument, signed by the party to be charged; provided, Management reserves the right to interpret this Agreement and to adopt further regulations as may be deemed necessary by it for the general success of the Event, and the Client agrees to be bound thereby. This Agreement shall be binding upon, and inure to the benefit of, each of the parties hereto and their respective legal representatives, successors and permitted assigns. This Agreement does not constitute a partnership or joint venture or principal-agent

relationship between the parties. The interpretation of the provisions of this Agreement is reserved solely to Management, whose interpretations shall be final, binding and conclusive in all respects.