

APPLICATION & LICENSE AGREEMENT

National Hardware Show 2022
Las Vegas Convention Center
Las Vegas, NV USA April 5-7, 2022



Please email completed application to:
Cindi DeNatale 203 840-5547
Cindi.DeNatale@rxglobal.com

1. Company Information:

COMPANY NAME _____

CONTACT NAME _____ TITLE _____

ADDRESS _____

CITY _____ STATE / PROVINCE _____

ZIP / POSTAL CODE _____ COUNTRY _____

PHONE _____ FAX _____

E-MAIL _____

WEBSITE/ SOCIAL MEDIA INFORMATION (LINKEDIN, FACEBOOK, TWITTER) _____

2. Booth Preferences:

Please choose up to 5 booth locations

1. _____

2. _____

3. _____

4. _____

5. _____

Dimensions:

_____ ft x _____ ft = _____ sq ft total

3. Configuration: \$700 Per Corner

- ☐ Corner
- ☐ Peninsula (2 Corners)
- ☐ Island (4 Corners)

MANAGEMENT USE ONLY

Priority Number _____

Customer Number _____

2021 Booth Number _____

2021 Dimensions _____

2022 Booth Number _____

2022 Dimensions _____

Products to be Exhibited: ☐ Building Products ☐ Electrical ☐ Homewares ☐ Lawn, Garden Products ☐ Paint & Accessories
☐ Hardware & Tools ☐ NHS Backyard ☐ Plumbing ☐ Pet Products ☐ Outdoor Living Products

4. Booth Package Options: Please check one

- ☐ **NHS Plus Package**
• Bronze Showroom Listing on NHS Website
• Konduko Lead Retrieval Badge Reader
• NHS Connects Basic Package
- ☐ **NHS Premium Package (Upgraded Exposure)**
• Silver Showroom Listing on NHS Website
• Digital Show Bag
• Konduko Lead Retrieval Badge Reader
• NHS Connects Basic Package
- ☐ **Custom Package (includes NHS Plus Pkg)**

MANAGEMENT USE ONLY

\$ _____
Package/ Booth Cost

\$ _____
Configuration Change

\$ _____
Total Cost

\$ _____
Deposit

\$ _____
Balance Due

5. Additional Exposure Options:

- ☐ **Habitat New Product Promo \$1500**
• Habitat New Table Top Display
• NHS Connects New Product Promo Page
• NHS Sneak Peak Preview Email

6. Booth Furnishing Packages: (10x10, 10x20, 10x30 ONLY)

• Includes Carpet, 6' Draped Table, 2 Chairs, Wastebasket - ONLY AVAILABLE IN 10x10, 10x20 and 10x30 BOOTH SIZES and ONLY IF CHECKED

- ☐ \$586 for a 10x10
- ☐ \$805 for a 10x20
- ☐ \$1024 for a 10x30

7. Payment & Schedule:

Please make checks payable in
U.S. funds to:

NHS 2022
RELX Inc. dba Reed Exhibitions
P.O. Box 9599
New York NY 10087-4599
Tax ID: 52-1471842

Due Date % of Total

With Application: 30%

November 21, 2021 70%

January 10, 2022 100%

If this Application is returned after any of the above dates,
the amount corresponding to the most recently passed date is
due with the Application to secure participation.

Cancel/Withdraw:

- On or before November 21, 2021: 70% of the Total Cost.
- After January 10, 2022: 100% of the Total Cost.
- Downsize:
- Before November 21, 2021: 70% of the difference between the Total Cost and the downsized total cost.
- After January 10, 2022: 100% of the difference between the Total Cost and the downsized total cost.

8. Authorization:

The individual signing below represents and warrants to Reed Exhibitions, a division of RELX Inc. ("Management") that such individual is duly authorized to execute this Agreement on behalf of the company named above ("Exhibitor") and that such individual has read, understands and agrees that Exhibitor shall be bound by and subject to this order form and (i) the General Terms & Conditions set forth on Schedule A, and, to the extent this order includes a purchase other than the License of Space, (ii) the Reed Exhibitions Terms and Conditions of Purchase available at <https://links.reedexpo.com/TCS-Purchase>, incorporated herein by reference (the "Terms and Conditions", and, collectively with this order the "Agreement"). Management reserves the right to reject ANY Agreement for ANY reason prior to acceptance. The issuance of an invoice with a booth assignment, in response to a submitted Agreement, shall constitute acceptance by Management.

SIGNATURE

DATE

PRINT NAME

TITLE

SCHEDULE A
LICENSE: GENERAL TERMS & CONDITIONS

The License: General Terms and Conditions in this Schedule are incorporated by reference into your Agreement, together with the agreement order and any Terms and Conditions referenced therein.

1. **Definitions.** Terms used but not defined in this Schedule have the meanings set forth on the agreement order. In the event of a conflict between the definitions in these License Terms and the agreement order, this Schedule shall control.

“**Management**” shall be defined as Reed Exhibitions, a division of RELX Inc. and, to the extent applicable, any partner organizations which work with Reed Exhibitions to produce or manage the Exhibition. The “**Exhibitor**” shall be defined as the individual or company designated on the agreement order and receiving the License under this Agreement. Each of Management and Exhibitor shall be referred to herein as a “**Party**” and, collectively, the “**Parties**”.

The “**Exhibition**” shall be used to collectively refer to any live and/or virtual exhibition(s) named on the agreement order, each of which shall be managed by Management, and taking place at the venue(s) indicated in this Agreement (the “**Venue**”) and/or distributed via digital distribution platform(s) (collectively, the “**Platform**”). The Venue and the Platform are each determined by Management in its sole discretion.

Each of the following are incorporated by reference in this Schedule and, therefore, the Agreement: (i) the “**Exhibitor Manual**” (as provided by Management or made available to exhibitors on the Exhibition website and as may be amended from time to time); (ii) the rules and regulations of the Venue and/or the Platform as included in the Exhibitor Manual or as otherwise provided to Exhibitor by Management or made available to exhibitors on the Exhibition website or Platform; (iii) the Exhibition attendee terms of service, any Exhibition codes of conduct, and the Exhibition’s “*IP Issues and Procedures*” (each as may be made available to exhibitors on the Exhibition website and as may be amended from time to time); and (iv) any other terms incorporated herein by reference.

2. **License Grant.** Pursuant to the Agreement, Exhibitor hereby receives a limited license (the “**License**”) to participate in the Exhibition(s) as an exhibitor. The License permits Exhibitor to occupy and utilize the booth area or other space assigned to it by Management within the Venue (the “**Exhibit Space**”) and/or to utilize the specified virtual exhibitor showroom(s) or other virtual space(s) provided to Exhibitor by Management within the Platform (the “**Virtual Space**”) (each as set forth on the agreement order) in order to exhibit permitted products in connection with the applicable Exhibition, and to utilize, where applicable, Management provided services. The Exhibit Space and the Virtual Space shall collectively be referred to as the “**Space**”. Exhibitor shall be solely responsible for any and all expenses associated with Exhibitor’s use of the Space.

3. **Ownership and Management of the Exhibition(s).**

Ownership. Exhibitor acknowledges that Management is the sole and exclusive owner of (or the co-owner of, or the exclusive licensee to, as the case may be) the Exhibition, and all tangible and intangible assets related to same, including, without limitation, Exhibition names, trademarks, service marks, trade dress, and logos, as well as all interests related thereto and the goodwill associated therewith. Management retains all right, title, and interest in and to any such assets which Management may provide to Exhibitor in connection with this Agreement.

Authority. Management shall have sole authority over all aspects of the planning, promotion, production and operation of the Exhibition, including without limitation, determining the Venue or the Platform, when and how long the Exhibition will occur, scheduling, rescheduling, sponsors, endorsements, Space rental fees, attendance fees, and other general directions regarding the Exhibition, each as applicable. In Management’s sole discretion, Management may utilize third parties for or subcontract certain components or elements of the Exhibition to third parties in order to operate the Exhibition or to provide certain Management services. Such third parties shall be “**Third Party Vendors**”. To the extent that the provision of services by a Third Party Vendor to the Exhibition or the Exhibitor requires the acceptance of Third Party Vendor contractual provisions or terms and conditions (the “**Ancillary Requirements**”), Exhibitor, by utilizing the services, agrees to accept, be bound by and comply with the Ancillary Requirements, including, but not limited to, the creation and use of an account with such Third Party Vendor that differs from or is addition to Exhibitor’s account with Management.

Interpretation. Management shall, in its sole discretion, determine any dispute or conflict with respect to any matters not specifically covered by the Agreement. Management shall have full power in the matter of interpretation, amendment and enforcement of the Agreement.

Amendments. Amendments to the Agreement by a duly authorized representative of Management shall be incorporated herein, and Exhibitor shall be subject to the provisions of the Agreement as so amended when written notification is sent to Exhibitor (which may be communicated by e-mail). In the event of a conflict between the terms of the Agreement and the terms of an amendment as described in this section, the amendment shall control unless explicitly stated otherwise in the applicable amendment.

4. **Payment Terms.** Exhibitor shall pay to Management all amounts due (the “**Fee**”) in accordance with Agreement and the payment terms included herein. All Fees due must be paid in full before Exhibitor shall be permitted to either occupy/access the applicable Space.

Late Fees; Collection Fees. Payments made after the date such payment is due shall accrue interest from the date due until fully paid at a rate equal to the highest rate permitted under New York law. Exhibitor shall pay any collection costs incurred by Management in collecting such balances owed, including, but not limited to, court costs, collection fees and attorney’s fees.

Cancellation, Withdrawal and Downsizing. The Parties agree that quantifying losses arising from

Exhibitor’s cancellation, withdrawal or downsizing of any Space is inherently difficult, as Management shall incur expenses, allocate resources and take other actions in connection with the tasks necessary to facilitate and manage the Exhibition. The Parties further agree that the agreed Cancellation Damages are not a penalty, but rather a reasonable measure of damages based upon the Parties’ experience in the exhibition industry and the nature of the losses that may result from such cancellation, withdrawal or downsizing of the Space. Exhibitor must provide written notice to Management for any cancellation, withdrawal, or downsizing. The date Management receives such notice shall be the effective date of such cancellation, withdrawal, or downsizing (the “**Notification Date**”). Any cancellation or withdrawal by Exhibitor entitles Management to the full amounts shown for Cancel/Withdraw in this Agreement (the “**Cancellation Damages**”). If, at the Notification Date, Exhibitor has already paid to Management an amount greater than the Cancellation Damages, Management shall refund to Exhibitor the difference between the amount already paid and the Cancellation Damages, if any. If Exhibitor downsizes its originally agreed upon Space requirements, Management shall be entitled to (1) an amount equal to the revised financial obligation due for Exhibitor’s decreased Space requirements and (2) the amount shown for Downsize in the Agreement.

Set Off. Management shall have the right to set-off against any amount which may be due from Management to Exhibitor, pursuant to the Agreement or otherwise, any amounts owed to Management or its affiliates by Exhibitor or its affiliates for any reason. Management shall also have the right to apply any amounts received from Exhibitor under the Agreement to any other amounts due to Management or its affiliates from Exhibitor or its affiliates.

5. **Advertisements.** All advertisements or other services, including those in any media that are incorporated into the Space package, are non-cancelable and non-refundable. All advertisements are subject to Management approval. Management may, at its sole discretion, reallocate any advertisement space. Management may offer new advertisement products or positions throughout the Exhibition cycle that may not be offered at the time of execution of this Agreement.

6. **Booth Service Package.** The booth service package, if any, is being provided as a service to Exhibitor in connection with the Exhibit Space. Any property that is purchased or leased in order to provide such service is merely incidental to the rendering of such service. Thus, the provider of such service shall remit all applicable sales and use taxes, which are invoiced by such provider and collected by Management from Exhibitors and remitted to the provider, on such property when purchased or leased.

7. **Eligible Activities.** Exhibitor shall exhibit only Exhibitor Materials (as defined herein) directly related to the Exhibition’s industries and of specific interest to Exhibition attendees. Management reserves the right to determine the eligibility of any Exhibitor Materials for display or use within the Space. Only Exhibitor’s name or logo may appear on signage/banners/headers for the Exhibitor’s Space and in the Exhibition exhibitor list.

In connection with any Exhibit Space, no exhibit-specific security measures/queuing lines, exhibits or advertising shall be allowed to extend beyond or above the back and side rails of the Exhibit Space, without Management’s prior written consent. Promptly upon Management request (and no later than 20 days prior to the Exhibition), Exhibitor shall provide Management with a written summary of their intentions for the Exhibit Space, which may include, but not be limited to, intentions with the Exhibit Space and a documented security plan (the “**Exhibit Space Plan**”). Management reserves the right to require changes to such Exhibit Space Plan in its sole discretion, including, but not limited to, private security or accessibility provisions, provided, however, that any Management review of the Exhibit Space Plan or requirements related to the Exhibit Space Plan shall in no way shift the liability with respect to the Exhibit Space from Exhibitor to Management.

In connection with any Virtual Space, Exhibitor shall provide Management with a written summary of their intentions for the Virtual Space (the “**Virtual Space Plan**”) promptly upon Management’s request. Management reserves the right to require changes to the Virtual Space Plan in its sole discretion, provided, however, that any Management review of the Virtual Space Plan or requirements related to the Virtual Space Plan shall in no way shift the liability with respect to the Virtual Space from Exhibitor to Management.

Only Exhibitor’s products may be displayed in the Space. The Space must be used solely for the purpose of promoting Exhibitor’s products and/or services and shall not be used for other business purposes. Exhibitor shall not use the Space to promote any other exhibition or conference without Management’s prior written consent. Use of the Space for the purpose of soliciting prospective employees, and employee-recruiting activity of any kind, are prohibited, without Management’s prior written consent. Management rulings with regard to any Space use are final.

Exhibitor’s participation in, and continued access to and presence at, the Exhibition are each subject to Exhibitor’s strict compliance with this Agreement, as determined by Management in Management’s sole discretion. Management reserves the right to reject, eject or prohibit any exhibit (in whole or in part), Exhibitor, or any Exhibitor Representatives (as defined herein) upon Management’s good faith determination that the same is not in compliance with the Agreement. Management shall provide no refunds in the event of such rejection, ejection or prohibition.

Only a brand’s owner or legal U.S. distributor may exhibit such brand at the Exhibition. Exhibitor must list its participating principals as the exhibitors-of-record. Management reserves the right to verify the identity and status of the brand’s owner and the legal U.S. distributor. In the event of a conflict between a brand’s owner and U.S. distributor, the brand’s owner shall have the sole right to exhibit such brand at the Exhibition.

To the extent Exhibitor (and/or any third parties hired by or acting on behalf of Exhibitor) manages, operates, administers, runs, or is otherwise responsible for one or more sweepstakes, contests, giveaways, or any other chance- or skill-based promotions which are promoted or

taking place in the Space (each, a **Promotion**), Exhibitor represents and warrants that Management shall not be a sponsor, endorser, or administrator of such Promotion and that Management is not affiliated with or responsible for any aspect of any such Promotion in any way. Exhibitor further represents and warrants that the official rules for each such Promotion will explicitly release and hold harmless Management; each of its parents, subsidiaries, affiliates, and divisions; each of their respective directors, officers, employees, agents, shareholders and successors; and any other party that may be indicated to Exhibitor by Management, from any and all liability associated with such Promotion.

8. Permitted Publications. Management reserves the right to determine the eligibility of any publication for display or distribution at the Exhibition. Publications which contain advertisements purchased by exhibitors and which (a) are published only during the Exhibition or (b) otherwise target the Exhibition and its customers are not eligible products for display or distribution from any Space or from anywhere in the Venue or its grounds. For the avoidance of doubt, non-official show dailies are not eligible products for display or distribution. Exhibitor shall not exhibit, offer for sale, give as a premium, hand out, distribute or advertise articles or publications not manufactured or sold in Exhibitor's own name.

9. Exhibitor Materials; Publicity and Promotion; Intellectual Property.

"Exhibitor Materials" shall mean any materials, products, or services presented or displayed by Exhibitor, or provided to Management by Exhibitor, in connection with the Exhibition, including, without limitation, any images, videos, logos, trademarks, service marks, advertisements and/or promotional copy, plans, data, lists, content, course materials, presentations, and the name, voice, and likeness of any Exhibitor Representatives in connection with the Exhibition. Notwithstanding the foregoing, the Exhibitor Materials and the goodwill associated therewith at all times shall remain the sole and exclusive property of Exhibitor.

Exhibitor hereby grants to Management a limited, irrevocable, non-exclusive worldwide royalty-free right and license to use, publish, reproduce, and distribute the Exhibitor Materials, in all media formats (whether now known or hereafter existing), worldwide, solely in connection with Management's performance hereunder and the distribution, promotion, and publicity of (i) the Exhibition(s) (including live, virtual and future editions thereof) and (ii) Management's business, services or products (collectively, the **"Management Use"**).

Exhibitor represents and warrants that: (i) Exhibitor is the sole and exclusive owner of (or co-owner or licensee to, as the case may be) the Exhibitor Materials; (ii) the Exhibitor Materials, and the Management Use thereof, does not and will not infringe any copyright, patent, trade secret, trademark or other proprietary rights of any third party and shall not violate, or cause the violation of the privacy rights of any third party; (iii) Management may use the Exhibitor Materials for the Management Use without restrictions of any kind and without the need for any payments to any third parties; (iv) any Exhibitor Materials displayed within any Virtual Space do not contain any viruses, adware, spyware, worms, bombs, or other harmful or malicious code; and (v) Exhibitor has the right to provide Management with, or to present or display, the Exhibitor Materials in connection with the Exhibition. Management assumes no liability for any Exhibitor Materials or for any loss or damage resulting therefrom.

Management and their agents and assigns shall have the right to photograph, record, use the likeness of, and otherwise capture images, audio and video at and of the Exhibition, including, without limitation, the Space, the Exhibitor Materials, and any Exhibitor Representatives attending or participating in the Exhibition (the **"Recordings"**) for Management Use. Management shall own all right, title and interest to the Recordings, and the results and proceeds therefrom, worldwide, in all media formats (whether now known or hereafter existing). Exhibitor waives both the right to inspect or approve and the right to any royalties or other compensations arising out of the Recordings or any other finished product created by Management for Management Use. Exhibitor also waives all claims (including, without limitation, claims based upon invasion of privacy, defamation, or right of publicity) arising out of or in connection with Management Use of the Exhibitor Materials.

Management expects Exhibitor to respect the intellectual property rights of other parties. Exhibitor shall not market, sell or display any materials, products or services in connection with the Exhibition that are counterfeit or which in any way infringes trademarks, copyrights, patents or other intellectual property of a third party. Exhibitor warrants that the Exhibitor Materials which Exhibitor or its Exhibitor Representatives submit for use in any media (including, but not limited to, ads, the Exhibition website or any Exhibition publication) shall not infringe the intellectual property rights of any third party and shall not contain anything which is libelous, obscene, indecent, blasphemous or in any way unlawful. Any exhibitor determined to be involved in unauthorized, counterfeit or infringing activity, will be subject to having all such unauthorized, infringing, counterfeit or misleading materials, products or services removed from the Exhibition and Exhibitor being removed from current and future Exhibitions. However, this stipulation does not create an obligation for Management to take such action. Management does not accept liability for intellectual property infringements that may be committed by the Exhibitor.

Intellectual Property Disputes Between Exhibitors; Service of Process & Orders. In connection with any intellectual property issues between exhibitors, the **"IP Issues and Procedures"** in the Exhibitor Manual and/or on the Exhibition's website shall apply. In addition, neither Exhibitor nor its agents (including, but not limited to, legal counsel or process servers) shall serve process on any other exhibitor during the hours the Exhibition is open to attendees. If Exhibitor has obtained a judicial/administrative relief order against another exhibitor, and Exhibitor has no reasonable alternative to serving such order on the other exhibitor during the Exhibition, then Exhibitor or its agent shall use their best efforts to serve such order during the hours the Exhibition is closed to attendees. Notwithstanding the foregoing, Exhibitor shall provide Management advance written notice of the order obtained (including a copy of such order) so that a Management representative may escort Exhibitor or its agent to the exhibit space of the exhibitor to be served and minimize any disruption to the Exhibition caused by such service.

Exhibitor agrees to use its best efforts to resolve any intellectual property disputes with other exhibitors by no later than one week prior to the Exhibition's first move-in day for Exhibitors and in a location other than the Venue.

10. No Assignment; No Sub-Licensing. This Agreement (and the License granted hereunder) is non-assignable by Exhibitor. Exhibitor shall not sub-license or assign the Space or any part thereof, shall not permit any third party to occupy, utilize, or in any way conduct business in the Space or any part thereof, and shall not transfer any rights granted in this Agreement to any third party without Management's prior written consent. Any violation of the foregoing, including without limitation an attempted assignment of the Agreement or License by Exhibitor, shall be null and void and shall constitute a breach, resulting in termination of the Agreement and cancellation of the License. Management may assign the Agreement, in whole or in part, at any time to its affiliate or any owner/purchaser of the Exhibition, by operation of law or otherwise.

11. Custom Booths. In addition to the Exhibit Space Plan, if Exhibitor shall use a custom booth in the Exhibit Space, by no later than thirty (30) days prior to the Exhibition it shall provide Management with detailed construction drawings showing all dimensions and orientation of such custom booth (**"Custom Booth Renderings"**) and all necessary completed "Exhibitor Appointed Contractor" forms (as detailed in the Exhibitor Manual). Management reserves the right to require changes to such Custom Booth Renderings in its sole discretion and any Management review of Custom Booth Renderings or requirements related to the Custom Booth Renderings shall in no way shift the liability with respect to the Exhibit Space from Exhibitor to Management.

12. Exhibitor Conduct. Unless the Exhibition is open to ticket-buying public (a **"Consumer Event"**), retail sales are prohibited during the Exhibition and entitle Management to shut down the Space and remove Exhibitor from the Venue or Platform. Subject to the foregoing, Exhibitor may distribute samples, souvenirs, permitted publications and similar items, or conduct other sales or sales promotion activities only from within the Space. Management retains sole discretion to approve, control or prohibit which samples and other items may be distributed and where such samples may be distributed. Any Exhibitor demonstration, distribution or activity (including, but not limited to, queuing) that results in obstruction of aisles, redirects web traffic or prevents ready access to other exhibitors' space is prohibited and shall be suspended permanently or for any periods specified by Management. The licensed Exhibit Space must include appropriate space to allow for such demonstration, distribution or activity (including, but not limited to, queuing). Please refer to the Exhibitor Manual for the guidelines regarding retail sales at Consumer Events.

13. Compliance Requirements. Exhibitor shall comply with all applicable laws, codes, ordinances, rules and regulations, standards, and judicial or administrative orders with regard to its participation in and activity in connection with the Exhibition and shall give all required notices and obtain all required authorizations, licenses, consents, approvals and permissions under such laws and any rules and regulations from the Venue or Platform (as applicable). In the event there are material changes to applicable laws, codes, ordinances, rules or regulations (including those of the Venue or the Platform) which may have the effect of changing whether or not Exhibitor's contemplated activities in connection with the Exhibition are legal and/or permissible, as determined by Management in its sole discretion, Exhibitor acknowledges and agrees that Management shall have a right to terminate this Agreement and Management shall not be liable for any costs, damages, fees or other expenses of Exhibitor as a result of any such termination.

14. Union Work Rules. Exhibitor shall abide by union work rules and jurisdictions of the city and Venue, if applicable, including the Venue's exclusive services.

15. Good Neighbor Policy. Exhibitor shall operate the Space so as not to annoy, endanger or interfere with the rights of other exhibitors or attendees. Management may, in its sole discretion, prohibit any action resulting in complaints from other exhibitors or attendees and which interferes with the rights of others or exposes them to annoyance or danger. Exhibitor's unreasonable interference with or inconvenience to the Exhibition, exhibitors or attendees shall be deemed a breach of the Agreement. Management may terminate the Agreement immediately without notice to Exhibitor upon Management's reasonable, good faith determination of Exhibitor's violation of this Good Neighbor Policy. If such determination is made during the Exhibition, Exhibitor will immediately leave the Venue and/or lose access to the Platform and any dispute regarding the existence or lack of existence of a reasonable cause to terminate the Agreement will be determined after the Exhibition.

16. Exhibitor Representatives. All Exhibitor employees, as well as authorized representatives, guests, speakers, and agents, who access the Exhibition via credentials provided by Management to Exhibitor or are onsite at the Exhibition (each an **"Exhibitor Representative"** and collectively the **"Exhibitor Representatives"**) must be 18 years of age or older and, by participating in the Exhibition, all Exhibitor Representatives acknowledge and agree that they shall be bound by the Exhibition attendee terms and conditions, terms of service, and/or codes of conduct, each as made available on the official Exhibition website and as may be updated from time to time. Management will have no responsibility for supervision or control over any Exhibitor Representatives in connection with the Exhibition. Management will have no obligation or responsibility for workers compensation, taxes or withholding, benefits or insurance for Exhibitor Representatives. Management may, in its sole discretion, limit the number of Exhibitor Representatives in the Exhibit Space or accessing the Platform at any time. Exhibitor Representatives shall at all times wear appropriate identification furnished by Management. Exhibitor acknowledges that it shall require Exhibitor Representatives to dress and conduct themselves in an appropriate and professional manner. Management reserves the right to determine, in its sole discretion, whether the behavior, character, or attire of any Exhibitor Representative is acceptable. Exhibitor Representatives must staff the Exhibit Space during all hours the Exhibition is open. Management may use tents and/or temporary exhibition facilities, as it deems necessary in its sole discretion. For live Exhibitions, no one under the age of 18 shall be allowed on the Exhibition floor during set-up or move out.

17. **Material Obligations.** Exhibitor acknowledges and agrees that the following are material obligations of Exhibitor, and, thus, any violations of the following by Exhibitor may be deemed an Exhibitor Breach.

Default in Occupancy. The actual occupancy by Exhibitor of the Space is a material obligation of Exhibitor and is of the essence of the Agreement. The Space must be occupied or utilized by Exhibitor by the time set for completion of installation of displays.

Outboarding. Exhibitor's use of hotel suites, private rooms, restaurants, recreational vehicles or other places for exhibits, displays, sales or other official Exhibitor functions or entertainment purposes during the business hours of the Exhibition is prohibited, without Management's prior written consent.

Regulated Industries. In the event that Exhibitor will make available or otherwise promote or present certain regulated industries/products in the Space, including, but not limited to, alcoholic beverages, cannabis products or live animals (each, a "**Regulated Industry**"), the Exhibitor's License shall be subject to the additional Regulated Industry Requirements available at <https://links.reedexpo.com/Regulated-Industry-Requirements> as amended from time to time and incorporated herein by reference.

Safety and Fire Laws; Electrical Safety; No Smoking. Within the Exhibit Space, Exhibitor must strictly observe all applicable fire and safety laws and regulations. Drapes and all other cloth decorations must be flameproof. Wiring must comply with local fire department, governmental agency fire inspection ordinances and underwriters' rules. Smoking (including electronic cigarettes) in the Venue is forbidden. Crowding shall be restricted, and aisles and fire exits must not be blocked at any time. Products for display, signage, banners and decorations must not violate applicable fire codes. No storage behind exhibits is provided or permitted. Display wiring must exhibit all applicable seals of official approving agencies as may be required by the Venue. All displays must meet the building codes of the city in which the Exhibition takes place.

18. **Exhibitor Breach.** If Exhibitor breaches any of its obligations under the Agreement, (1) Management may immediately, without notice, terminate the License hereunder and prohibit Exhibitor from exhibiting at the Exhibition or accessing the Platform and may deactivate the Virtual Space or repossess the Exhibit Space and utilize such Space for any purpose Management may see fit without in any way releasing Exhibitor from any liability hereunder; (2) may prohibit Exhibitor from all future events and exhibitions run by Management; (3) Management shall retain all amounts paid hereunder and Exhibitor shall pay Management any remaining balance outstanding according to the agreement order; and (4) Management may pursue any other legal or equitable remedies to which it is entitled. Further, Management may thereupon direct Exhibitor to immediately, or at a time to be determined by Management, remove its Exhibitor Representatives, its merchandise, or other property from the Venue and Management may remove any or all Exhibitor Materials from the Exhibition website or from the Platform. If the License is terminated as described in this section, Management shall not be liable for any costs, damages, fees or expenses of Exhibitor as a result of such termination.

19. **Resolution of Certain Disputes.** If there is a dispute or disagreement between (1) Exhibitor and an official contractor, (2) Exhibitor and a labor union or labor union representative, (3) Exhibitor and the Venue or Platform, or (4) Exhibitor and one or more exhibitors, Management's interpretations of this Agreement and the rules governing the Exhibition and its actions or decisions concerning the dispute or disagreement and its resolution shall be binding on Exhibitor.

20. **Exhibitor Directory, Exhibition Website & Exhibition Publications.** Exhibitor authorizes Management to publish Exhibitor's directory entry on Exhibition website(s), on the Platform, in the official catalog for the Exhibition and in any other directory relating to the Exhibition or relevant industry. Exhibitor is required to complete its own directory entry on the Exhibition website and/or the Platform; provided that Exhibitor acknowledges and agrees that Management may prepopulate the Exhibition website and/or the Platform on Exhibitor's behalf with information which Exhibitor previously provided to Management (if available). Exhibitor may update, change, or remove any such prepopulated information at any time by contacting Management. If Exhibitor fails to complete its directory entry on the Exhibition website, Management shall be entitled to enter Exhibitor's details from the agreement order and an exhibit description from a previous Exhibition year (if available) on its behalf. Management shall not be liable for any omissions, misquotations or other errors, including, without limitation, any which appear in the Exhibition directory, on the Exhibition website, in the official catalogue of the Exhibition or any other media.

21. **Privacy.** The personal data provided by Exhibitor to Management is necessary for the fulfillment, administration, management and execution of the Agreement and may be provided to Management's affiliate(s), the Venue, the Platform, and third parties, including, but not limited to, sub-contractors ("**Permitted Contacts**"), for that purpose. Data provided to Management shall be used in accordance with the Management privacy policy located at <https://privacy.reedexpo.com>, as amended from time to time. Exhibitor and the Exhibitor Representatives may be contacted by the Permitted Contacts for the purposes of facilitating the participation of the Exhibitor in connection with the Exhibition, which may also include entry of the Exhibitor on the Exhibition website and/or Platform, and in any associated directory, arranging introductions to or appointments with certain Exhibition contacts, and appropriate marketing of related services and products, subject to the Management privacy policy.

22. **Photography.** The photographic rights for the Exhibition are reserved to Management, but Exhibitor may request photography services from the official photographers, if desired. All other photography (including, but not limited to, screenshots or screen grabs) is strictly prohibited without Management's prior written consent in advance of the Exhibition. Photographing other exhibitors' booths or products is strictly prohibited, and such violations may result in ejection from the Exhibition and/or confiscation of camera equipment.

23. **Damage to Property.** Exhibitor is liable for any damage it or its Exhibitor Representatives

cause to the Venue's floors, ceilings, walls or columns, or to standard booth equipment, or to other exhibitors' property. For the avoidance of doubt, Exhibitor shall be liable for any damage which it or its Exhibitor Representatives cause to the prefabricated booths used by Exhibitor or other exhibitors, including the prefabricated booth's hard walls.

24. **Indemnity.** Exhibitor shall indemnify and hold harmless Management, the Exhibition's owner(s) and sponsors, the Venue owner (and the city in which the Exhibition is being held if the city owns the Venue), the Platform's provider, and each of their respective officers, directors, employees, representatives, shareholders, successors, and other agents, from and against any and all actual or alleged claims, liabilities, losses, suits, damages, judgments, proceedings, fees, expenses, costs (including, without limitation, reasonable legal fees) and charges of every kind arising out of or resulting from:

- Exhibitor's execution of the Agreement, Exhibitor's breach of this Agreement, Exhibitor's use of the Virtual Space, Exhibitor's use or occupancy of the Exhibit Space, and Exhibitor's presence in connection with the Exhibition;
- the actions, inactions or negligence of Exhibitor or any Exhibitor Representative (including, but not limited to, Exhibitor appointed contractors);
- any contract or commitment entered into or made by Exhibitor with any third party that provides goods, materials or services to Exhibitor in connection with the Exhibition (including, but not limited to, Exhibitor appointed contractors);
- the breach by Exhibitor of the intellectual property rights of any third party, whether knowingly or unknowingly, and whether intentionally or unintentionally (including, but not limited to, the Exhibitor Materials, the sale or distribution of pirated goods and counterfeits/"knock-offs" of existing products and services, or Exhibitor's use of music in connection with the Exhibition);
- Management Use of any Exhibitor Materials (and any materials contained within the Exhibitor Materials), including, but not limited to, the Exhibition directory, the Exhibition website, and any Exhibition publications;
- Exhibitor's allegations of infringement against another exhibitor, including, but not limited to, Exhibitor's service of process on another exhibitor; or Exhibitor's service of a judicial/administrative order on another exhibitor,
- Exhibitor's violations of any legal and/or regulatory requirements; and/or
- actions taken by Management at the request of Exhibitor regarding the asserted intellectual property rights of Exhibitor; or actions taken by Management, in Management's discretion, in regard to the asserted intellectual property rights of Exhibitor.

25. **Limitation of Liability.** Management is not responsible for the actions of any Exhibition participants in connection with the Exhibition, including, but not limited to, any participant's attempt to circumvent or otherwise interfere with the security, integrity, or proper conduct of the Exhibition. Exhibitor's interactions with third parties, including, but not limited to, Exhibition participants, in connection with the Exhibition, are solely between Exhibitor and such third party. Additionally, Management is not responsible for any problems or technical malfunction of any network or lines, servers or providers, equipment or software which are beyond Management's control, including, but not limited to, any injury or damage to Exhibitor or Exhibitor's property resulting from participation in the Exhibition. Management shall not be responsible for and shall have no liability resulting from loss or damage to any Exhibitor Materials or other displays or goods belonging to Exhibitor, whether resulting from, without limitation, fire, storms, acts of God, air conditioning or heating failure, theft, pilferage, disappearance, bomb threats, roof leaks, visitors and guests in the Space, shipments coming in or out of the Venue or Exhibit Space, inadequately packed property or other causes. All such items are brought to the Exhibition and displayed at Exhibitor's own risk and should be safeguarded at all times. If any Exhibitor Materials to be exhibited and/or displayed fail to arrive, Exhibitor is nevertheless responsible for the Fees. Management shall engage security personnel to monitor the exhibit floor during the period of Exhibition installation, operating and dismantling, and Exhibitor agrees that the provision of such services constitutes adequate discharge of all obligations of Management to supervise and protect Exhibitor's property within the Exhibition. Exhibitor may furnish additional guards at its own cost and expense only with the prior written consent of Management. Management makes no representations or warranties with respect to the number of attendees or the demographic nature of such attendees. In no event shall Management be liable for any special, consequential, or indirect damages, loss of profits, loss of business, loss of revenue, loss of goodwill or loss of anticipated savings.

26. **Transmissible Disease Warning.** Exhibitor acknowledges that there is an inherent risk of exposure to communicable disease, including COVID-19, in any public place where people are present, and, by participating in the Exhibition, Exhibitor and each Exhibitor Representative voluntarily assume all risks related to such exposure. Further, Exhibitor agrees to follow all health and safety instructions in connection with the Exhibition, whether included in the Exhibitor Manual, posted on-site at the Venue, or otherwise provided by Management.

27. **Due Execution.** If the individual holding herself/himself out as duly authorized to execute the Agreement is not so authorized, he or she hereby covenants to indemnify Management (and its affiliates and their respective officers, directors, employees and other agents) from and against all claims, losses, suits, damages, judgments, expenses, costs (including, without limitation, reasonable legal fees) and charges of every kind caused by her/his execution of the Agreement and (without limitation) shall be personally liable to Management for all payments that would have been payable to Management by Exhibitor had the Agreement been duly executed on behalf of Exhibitor.

28. **Insurance.** Throughout the duration of the Exhibition and for six months thereafter, Exhibitor shall maintain, at its sole cost and expense, insurance which addresses any and all indemnification obligations and liabilities of Exhibitor hereunder as follows: (i) Workers Compensation insurance in an amount compliant with the statutory minimum for Exhibitor Representatives participating in the Exhibition, as required by law; (ii) Professional liability insurance including, in the case of a virtual component to an Exhibition, Media Liability, Intellectual Property (if applicable), Cyber Liability/Tech Errors & Omissions, Network Security

and Privacy Liability Insurance in a minimum amount of US\$2,000,000 aggregate coverage per policy year; and (iii) Commercial General Liability insurance coverage with a minimum combined single limit of US\$2,000,000, covering bodily injury (including death), personal injury, and tangible and intangible property damage liability (including, but not limited to, products liability), with extraterritorial coverage. Such insurance shall name as additional insureds RELX Inc. and their affiliates, the Venue owner, the city in which the Exhibition is being held if the city owns the Venue, the Platform owner, and any additional party Management may reasonably request. **Exhibitor understands that neither Management nor the Venue nor the Platform maintain insurance covering Exhibitor's property, and it is the sole responsibility of Exhibitor to obtain such insurance.** Exhibitor must maintain property insurance covering Exhibitor's property on an "all risk" basis at all times, including, without limitation, when (as applicable) property is stored in vaults on the Exhibition floor.

Proof of Insurance. At Management's request, Exhibitor shall provide certificates or other acceptable evidence of insurance evidencing the foregoing coverage and shall provide Management with prompt written notice of any material change to the same. Such certificates must list the aforementioned policies and clearly list the required additional insureds. If Exhibitor is licensed Exhibit Space, then such certificates of insurance must be available onsite during the Exhibition and must be furnished by Exhibitor if requested by Management.

Failure to Comply. Exhibitor's failure to comply with the insurance requirements in this section shall not relieve Exhibitor of its indemnification obligations under this Agreement.

29. Cancellation or Postponement.

Force Majeure. If, in the sole discretion of Management, the holding of the Exhibition or the performance of Management under the Agreement are interfered with by virtue of a Force Majeure (as defined below), the Agreement and/or the Exhibition (or any part thereof) may be terminated by Management or the Exhibition (or any part thereof) may be postponed by Management. A "**Force Majeure**" shall be any causes or circumstances beyond Management's reasonable control, including, without limitation, fire; storm; casualty; flood; epidemic; pandemic; World Health Organization travel advisory or travel alert; earthquake; hurricane; explosion or accident; blockade embargo; inclement weather; governmental restraints; restraints or orders of civil defense or military authorities; war; act of public enemy; riot or civil disturbance; act or threatened act of terrorism, strike, lockout, boycott or other labor disturbance; Venue cancellation; Platform cancellation, inability to secure sufficient labor; power failure; equipment failure; Technical Impossibility (as defined below); local, state or federal laws, ordinances, rules, orders, decrees or regulations whether legislative, executive or judicial, and whether constitutional or unconstitutional; or other Act of God. Management shall not be responsible for delay, damage, loss, costs or other unfavorable conditions arising by Force Majeure.

If, while this Agreement remains in effect Management determines that it is impossible or commercially unreasonable by reason of a Force Majeure to conduct an Exhibition:

- i. the Exhibition (including any conference/education component) shall be postponed until a period in which Management determines that it is feasible and commercially reasonable to hold such Exhibition, the term of this Agreement shall, if necessary, be extended accordingly for a period of time sufficient to hold such postponed Exhibition, such postponement shall not be deemed to be a breach or violation of the terms of this Agreement; and Management shall not be liable for any costs, damages, fees or expenses of Exhibitor as a result of such postponement. Management may retain the portion of the Fee paid to date and said amount shall be applied to the Exhibition as though no postponement had occurred. Any remaining payments from Exhibitor shall be due in accordance with this Agreement. If Exhibitor cancels participation because Management postpones the Exhibition, Exhibitor shall be subject to liquidated damages as shown for Cancel/Withdraw in this Agreement; or
- ii. the Exhibition and/or this Agreement shall be cancelled, and such cancellation shall not be deemed to be a breach or violation of the terms of this Agreement. Management shall not be liable for any costs, damages, fees or expenses of Exhibitor as a result of such cancellation. Management may retain such part of the Fee as shall be required to recompense it for expenses incurred up to the time such contingency shall have occurred, which, if such cancellation occurs within 120 days of the Exhibition, the Parties agree will be no less than 20% of the contracted amount, and there shall be no further liability on the part of either Party.
- iii. As used herein, "**Technical Impossibility**" means that the Exhibition, any part thereof or obligation hereunder of Management is delayed, disrupted, technically impaired, or corrupted by infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical problems, failures, malfunctions or other causes beyond Management's control which may have destroyed, corrupted or undermined the security, integrity or feasibility of the Exhibition or any portion thereof.

Non-Force Majeure Cancellation. All obligations hereunder with respect to an Exhibition shall automatically terminate if, for any reason whatsoever, Management cancels such Exhibition. Such termination shall not constitute a material breach hereunder and each Party shall be held harmless from any penalties, financial obligations and legal actions.

Non-Force Majeure Changes to Dates, Venue, Platform, or Space by Management. Management reserves the right to relocate Exhibitor to any exhibit space within the Venue at any time. Management may, in its sole discretion, change the dates, Venue, and/or Platform for the Exhibition upon written notice to Exhibitor (which may be communicated by e-mail). Management shall not be liable for any costs, damages, fees or other expenses of Exhibitor as a result of any such changes. Management may retain any portion of Exhibitor's Fee paid pursuant to this Agreement and such amount shall be applied as though no change in date, Venue, Platform or Space relocation had occurred. Any remaining payments due from Exhibitor shall be due in accordance with this Agreement. Any cancellation of the License or withdrawal from the Exhibition by Exhibitor pursuant to this section shall be subject to liquidated damages as shown for Cancel/Withdraw in this Agreement.

Transfer of License. Notwithstanding anything to the contrary in this Schedule, if an Exhibition is cancelled for any reason, Management may, in its sole discretion, transfer the License provided under this Agreement, and credit payments related thereto, to a Space License at a subsequent Management Exhibition (a "**License Transfer**"). The License Transfer shall be complete upon written notice (which may be communicated by e-mail) by Management to Exhibitor and without further action on the part of the Parties, and this Schedule shall be applicable to such License Transfer and deemed included therein. In the event the Exhibitor declines the License Transfer or elects not to participate in a subsequent Management Exhibition, the terms of this section 29 shall apply as if no License Transfer was proposed.

30. Confidential Information. Exhibitor may be exposed to or provided with non-public information which would be deemed confidential by a reasonable person receiving such information ("**Confidential Information**"), including, but not limited to, the terms of this Agreement; Management's business, financial, technical, sales, pricing, or customer information; Management's development plans; any source code, technology, or processes; any personal data or personally identifiable information; and the Exhibitor Manual, Management's exhibition policies, and any security measures relating to the Exhibition. Exhibitor shall hold Confidential Information in confidence using the same degree of care as it normally exercises to protect its own confidential or proprietary information, but in no event shall it use less than reasonable care. Exhibitor agrees not to disclose any Confidential Information unless the Confidential Information: (i) is or becomes public knowledge through no fault of Exhibitor; (ii) was in Exhibitor's possession before receipt from Management and was not subject to a duty of confidentiality; (iii) is rightfully received by Exhibitor without any duty of confidentiality; or (iv) is independently developed by Exhibitor without use of the Confidential Information. If Exhibitor becomes legally compelled to disclose any of the Confidential Information, Exhibitor will: (i) provide Management with prior written notice thereof so that Management may seek a protective order or other appropriate remedy if Management so chooses, and (ii) if required, disclose only as much of the Confidential Information as is required.

31. Non-Disparagement. At all times this Agreement is in effect, including, but not limited to, Exhibitor's marketing and promotional activities for the Exhibition (if any), Exhibitor shall conduct itself in accordance with generally accepted decorum which will reflect favorably on the image, reputation and good will of the Exhibition and shall not disparage, through speech or conduct, Management, the Exhibition, the Exhibition's sponsors, other exhibitors, or the products/services of the Exhibition's sponsors and/or other exhibitors.

32. Admission of Attendees. Management shall have sole control over the admission and registration policies for the Exhibition at all times. See Exhibition website for the attendee admission policy.

33. Lead Retrieval. All data collected by Exhibitor through Management supplied lead retrieval systems is in all respects the exclusive property of Management and hereby licensed to Exhibitor.

34. Notices. Any notices to Management shall be given in writing by e-mail (with confirmation of receipt) to ContractNotices@reedexpo.com.

35. Governing Law; Forum Selection Clause. This Agreement is deemed to be entered into in the State of New York and governed by the laws of the State of New York, without regard to its conflicts of laws principles. Exhibitor consents to the jurisdiction of the state and federal courts of the State of New York for the resolution of any and all disputes and claims arising in connection with the Agreement. Exhibitor waives any claims as to lack of personal or subject matter jurisdiction and agrees that it is subject to the jurisdiction of the State of New York.

36. Reservation of Rights; No Waiver. Management reserves the right to take any action that is reasonably necessary in the sole judgment of Management for the protection of the Exhibition and/or the participants, including, but not limited to, exhibitors and attendees. Neither the failure of Management to require strict compliance with any provision of this Agreement nor the failure, delay or omission by Management in exercising any right with respect to any provision of this Agreement will be construed as a waiver or relinquishment to any extent of Management's right to assert or rely upon any such provision or right in that or any other instance.

37. Severability. If any provision of this Agreement is judged to be invalid or unenforceable, the defective provision shall first be revised, limited or amended, consistent with the general intent of the provision, such that it is valid and enforceable, and the remaining provisions of this Agreement shall be unaffected and shall remain enforceable.

38. Survival. Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

39. Headings. The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretations of this Agreement.

40. Integration of Agreement; Non-Reliance; Remedies Cumulative. This Schedule, including the terms incorporated by reference herein, and the entire Agreement constitutes a legal, valid, and binding obligation, enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or affecting generally the enforcement of creditors' rights. Exhibitor acknowledges that in entering into the Agreement it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in the Agreement. The rights and remedies provided by this Agreement are cumulative and use of any one right or remedy by either Party shall not preclude or waive the right to use any or all other rights or remedies. Such rights and remedies are given in addition to any other rights or remedies the Parties may have by law, statute, ordinance, or otherwise.