

## **Emerald X – Sponsor and Exhibit Space Agreement Terms and Conditions**

1. **Defined Terms:** “Agreement” means, collectively, (i) the applicable Sponsor Contract and/or Exhibit Space Contract for the Event (the “Event Partner Contract”) and any ancillary documents associated therewith, including, but not limited to, any Exhibitor Service Manual and notice of booth space assignment provided by Emerald to Exhibitor, and (ii) these term and conditions (the “Terms and Conditions”). In the event of any conflict among the terms of such documents, these Terms and Conditions shall prevail. “Event” collectively means, the event or events referred to in the Event Partner Contract to which these Terms and Conditions are referenced and incorporated, or in any materials attached hereto, as organized by Emerald X, LLC (“Emerald”). “Facility” means the venue where the Event is held. “Event Partner” means the company, organization, entity or person entering into this Agreement, as listed on the Event Partner Contract.

### **2. Agreement Acceptance, Eligibility, and Payment:**

2.1 This Agreement becomes binding and effective on the date when it has been signed by Event Partner (if submitted in paper form), submitted electronically by Event Partner after checking the “I agree” box on the electronic application form, or otherwise accepted by Event Partner (the “Effective Date”). Emerald may refuse acceptance of any Event application for any or no reason. Eligibility to engage in sponsorship activities or exhibit at the Event is generally limited to persons or entities that supply products and/or services relevant to the Event. Applicants may be required to submit a description of the nature of their business and the items to be exhibited. Emerald, and its respective successors and assigns, shall be authorized to rely upon (i) the signature of Event Partner hereto on this Agreement (if manually signed) which is delivered by facsimile, email or PDF; or (ii) the electronic signature submitted by clicking the “I agree” box on the electronic application form or otherwise, as constituting a duly authorized, irrevocable, actual, current delivery of this Agreement with original ink signatures of each person and entity.

2.2 Upon this Agreement becoming binding, Event Partner agrees to pay Emerald the fees (the “Fees”), when due, according to the payment schedule stated in the Event Partner Contract or on the electronic application form. If this Agreement becomes binding after the last payment date stated on the payment schedule, Event Partner must pay the Fees in full immediately. Payment of the Fees into Emerald’s designated bank account only shall satisfy Event Partner’s payment obligations under this Agreement. Event Partner must have paid in full before it will be permitted to install any displays. Emerald reserves the right to reassign booth space or sponsorship rights not fully paid for by Event Partner after the last payment date stated on the payment schedule has passed without payment in full. If Event Partner submits its application electronically, Event Partner hereby consents to all payments being automatically charged in accordance with the payment schedule stated therein. Emerald has the right to charge Event Partner a late fee on any overdue sums from the due date of payment as set forth in the payment schedule in the Event Partner Contract or on the electronic application form at the rate of 1.5% per month or, if less, the maximum rate permitted by applicable law, accruing on a daily basis and being compounded quarterly until payment of the overdue sum is made, whether before or after judgment. Where Emerald takes any such action, Event Partner shall not be entitled to a refund of any portion of the Fees it has already paid and the Fees shall remain due and

payable in full. Emerald reserves the right, in its sole discretion, to apply any or all payments made for the Event to any or all outstanding invoices owed to Emerald, including for ad insertions, sponsorships, booth space, or any other product or services offered by Emerald for which Event Partner has a balance due. All Fees paid by Event Partner to Emerald are non-refundable except as specifically set forth herein. Event Partner's payment obligations shall survive any termination of this Agreement.

3. **Term:** This Agreement commences on the Effective Date defined in Section 2 herein and shall terminate upon the conclusion of the Event (except for those provisions that explicitly state they survive any termination), including any move out activities following the Event, unless earlier terminated as stated herein.

#### 4. **Termination of the Agreement by Emerald.**

4.1 Notwithstanding anything herein to the contrary, Emerald may terminate this Agreement at any time, including during the Event, without liability, effective upon notice to Event Partner: (i) if Event Partner fails to make any payment required by this Agreement when due; (ii) upon any breach or threatened breach of this Agreement by Event Partner; (iii) if Emerald, in its sole discretion, believes that any of Event Partner's materials, sponsorship materials or exhibit(s), in whole or in part, are inappropriate for any reason, including, but not limited to, (a) if Event Partner exhibits products different from what it stated in the application process, or under an undisclosed company or brand name, (b) if Event Partner exhibits products or displays promotional materials that Emerald, in its sole discretion, reasonably believes infringe the proprietary rights of a third party or if Emerald becomes aware of any actual or alleged infringement of a third party's proprietary rights by Event Partner in connection with Event Partner's activities at the Event, or (c) if Event Partner exhibits products that Emerald reasonably believes Event Partner is not authorized to exhibit; (iv) if Event Partner, in Emerald's opinion, fails to comply with the rules and regulations set forth by Emerald and Facility with respect to the Event, disrupts the Event or detracts from the general character of the Event or interferes in any way with another Event exhibitor, sponsor or participant; or (v) if Event Partner becomes insolvent, makes any assignment for the benefit of creditors, goes to liquidation or has a receiver or trustee appointed for the benefit of creditors, whether voluntary or otherwise, or seeks the protection of, or has a proceeding instituted against it, under the bankruptcy code, or any similar statute. In the event of termination in accordance with this Section 4, Emerald may evict Event Partner from the Event, without a refund of any Fees or liability to Event Partner of any sort, and without a reduction in fees owed by Event Partner to Emerald. Nothing in this Section 4 is intended to limit or preclude any other remedy Emerald may have pursuant to this Agreement or applicable law.

4.2 Additionally, Emerald may terminate this Agreement for convenience at any time for any reason by providing written notice to Event Partner. Upon such termination for convenience, Emerald shall be liable to Event Partner only for the amount actually paid to Emerald by Event Partner for sponsorship rights and/or renting exhibit space at the Event.

#### 5. **Termination of the Agreement and/or Reduction of Space by Event Partner.**

5.1 Except as expressly stated in the Exhibit Space Contract, or Sponsorship Agreement, all payments are non-refundable if an Event Partner cancels, withdraws or is not present for the Event and Event Partner will continue to be liable for all any

payments that are past due as of the date on which the Agreement is cancelled. In the event Event Partner seeks to cancel this Agreement or withdraw from the Event if permitted, Event Partner may only do so by giving written notice to Emerald, sent by both certified mail with return receipt requested and email. The date of cancellation or withdrawal, as applicable, shall be the postmark date on the notice. If Event Partner cancels or withdraws within three (3) months of the first date of the Event, then Event Partner agrees to pay on demand to Emerald, 100% of the Fees contemplated by the Agreement as liquidated and agreed upon damages and not as a penalty. The parties agree that such amounts constitute a reasonable provision for the injuries Emerald will suffer as a result of Event Partner's cancellation or withdrawal. In the event Event Partner defaults in any of its obligations under this Agreement, in addition to having the right to direct Event Partner to vacate the Event, Emerald shall have the right to collect from the Event Partner on demand the full amount of the Fees payable to Emerald as of the date of default, as well as the right to pursue any other remedy afforded it by law.

5.2 If Event Partner requests to reduce the size of its booth space after entering into this Agreement, Emerald may choose to reject or grant such request in its sole discretion, and Emerald may choose not to refund any non-refundable fees paid or reduce the fee payment obligation under the terms of the Agreement. Additionally, depending on remaining available space to be allocated for the Event, Emerald may require Event Partner to change booth space location, orientation or configuration and to pay an additional fee (in addition to what is owed under the Agreement) for such alternate booth space and/or for costs associated with the move.

## **6. Cancellation of Event.**

6.1 Emerald may cancel (in whole or in part), postpone and/or relocate any Event due to circumstances beyond its reasonable control, including, but not limited to, acts of God, natural disasters, fire, epidemic, World Health Organization travel advisory or travel alert, acts or threats of war and terrorism, government action, riots or civil disturbance, labor strike or unavailability of Facility (each, a "Force Majeure Event"), Emerald shall not be responsible for delays, damage, loss, increased costs or other unfavorable conditions arising by virtue of Force Majeure. Emerald shall notify the Event Partner of the circumstances constituting a Force Majeure Event as soon as practicable.

6.2 In the event that the date(s) of the Event are changed to new date(s) that are within twelve (12) months of the originally scheduled date of the Event and/or the Event is canceled but is reasonably expected by Emerald to be held at any time in the next calendar year (or, in the case of an Event that is held on a biennial basis, in the next two (2) calendar years), this Agreement shall continue in full force and effect and the obligations of the parties shall be deemed to apply to the Event on the new date(s) or when it is next staged (as applicable) in the same way that they would have applied to the originally scheduled Event. For the avoidance of doubt, nothing in this Section 6.2 shall excuse the Event Partner from the payment of the Fees in accordance with the payment terms stated in the Event Partner Contract.

6.3 Notwithstanding any other provision of this Agreement, Emerald reserves the right, in its sole discretion, without liability to postpone, rename or relocate the Event or change

the Event dates upon written notice to the Event Partner (which may be communicated by email). Emerald shall not be liable for any costs, damages, fees or other expenses of the Event Partner as a result of such changes and, this Agreement shall continue to be binding, no refund will be due to Event Partner, and Emerald shall assign to Event Partner, in lieu of the original space, other space as Emerald reasonably deems appropriate, and Event Partner agrees to accept such space under the terms of this Agreement.

6.4 Event Partner acknowledges and agrees that, except as expressly provided in this Section 6, it shall and hereby does waive any and all claims for damages or compensation resulting from or relating to the cancellation, renaming, relocation or rescheduling of the Event and that this Section 6 sets out Event Partner's sole remedy in the event of a cancellation.

7. **Confidentiality:** Event Partner understands that it may be exposed to information about Emerald or the Event that may not have been disclosed to the public, or otherwise should be considered confidential information of Emerald based on the nature of the information and circumstances of disclosure (collectively, "Confidential Information"). Event Partner acknowledges and agrees to maintain the confidentiality of all Confidential Information disclosed to Event Partner, and to not to use or disclose such Confidential Information for any purpose except as necessary to effectuate its rights to participate in the Event in accordance with the terms of the Agreement. For avoidance of doubt, Event Partner acknowledges and agrees that the terms of this Agreement constitute Confidential Information.

## 8. **Data Protection.**

8.1 In the event that Emerald receives all necessary consent and is able to provides Event Partner with access to any list containing personal information that identifies, relates to, describes, is capable of being associated with, or can reasonably be linked, directly or indirectly, with a particular individual or household (a "Data List") pursuant to this Agreement or its participation in the Event, Event Partner agrees (i) to keep the Data List Confidential and not disclose it to any third party, (ii) comply with all applicable national and international laws, regulations, ordinances and rules related to data protection and consumer privacy ("Data Protection Laws") with respect to the Data List, (iii) only use the Data List for such purpose(s) limited to the Event Partner's legitimate business interests and as have been agreed to with Emerald in writing, (iv) securely delete or put beyond use all or any party of the Data List upon Emerald's reasonable request or by such time as is required by Data Protection Laws, whichever is earlier,; (v) to at all times comply with the terms of the Data Protection Agreement which can be found at [Data Protection Addendum](#); and (vi) act reasonably in providing such information and assistance as Emerald may request to enable Emerald to comply with its obligations under Data Protection Law. Emerald collects, uses and protects personal data in accordance with its privacy policy which can be found here: [Emerald Privacy Policy](#)

8.2 Notwithstanding anything to the contrary in the Agreement, Emerald shall have full discretion to decline, and shall not be obligated, to share personal information or any Data List, in whole or in part, with Event Partner, including without limitation, in the event that Emerald has reason to believe disclosure of such personal information may violate Data Protection Laws or the requests of any individual data subject. Emerald shall not be liable if the volume of personal data provided to Event Partner is less than anticipated as a result

of Emerald's compliance with Data Protection Laws.

## 9. Assumption of Risks; Release.

9.1 Event Partner expressly assumes all risks associated with, resulting from or arising in connection with Event Partner's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage, illness or injury to or of any person (including death), property, business or profits. Event Partner has sole responsibility for its property and any theft, damage or other loss to that property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Event Partner shall insure its property against damage, loss and theft and agrees to not make any claims against Emerald or Facility for any loss unless due to the gross negligence or willful misconduct of Emerald or Facility. Neither Emerald nor Facility accepts any responsibility, nor is a bailment created, for property delivered by or to Event Partner. Neither Emerald nor Facility, nor their respective affiliates, officers, directors, shareholders, agents, representatives, employees and assigns, shall be liable for, and Event Partner hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities, whether described in this Agreement or not, unless due to the gross negligence or willful misconduct of Emerald or Facility. Event Partner understands and agrees that the Event stages "Rain or Shine" and Event Partner receives no allowance of any sort due to weather conditions.

9.2 Emerald makes no warranties regarding the quality or character of the Event or as to the Event in general, including, without limitation, in relation to: (i) the presence, absence or location of any exhibitor, sponsor or attendee of the Event, (ii) the number, nature or quality of exhibitors, sponsors or attendees participating in the Event, and/or (iii) the benefit or outcome (commercial or otherwise) that Event Partner may achieve as a result of participating in the Event. Emerald further does not make any warranty as to (a) the condition of the Facility or any utilities that may be provided for use at the Facility, (b) noise levels or other inconveniences or disruptions in or around the Facility, (c) any products and/or services marketed, displayed or sold by any other exhibitor, sponsor or attendee at the Event and/or (d) the benefit or outcome (commercial or otherwise) that Event Partner may achieve as a result of any match-making initiatives, transactions or other deals/arrangements with such other exhibitors, sponsors or attendees. Except as set out in these Terms and Conditions, to the fullest extent permitted by law, Emerald excludes all terms, conditions, warranties, representations, and undertakings relating to the Event that are not expressly stated herein, including without limitation any implied warranties of merchantability or fitness for a particular purpose.

9.3 This section shall survive any termination of this Agreement.

10. **Indemnification:** Event Partner shall indemnify, defend (with legal counsel selected by Emerald) and hold Emerald and Facility, and their respective affiliates, officers, directors, shareholders, agents, representatives, employees and assigns, harmless from and against any and all claims, demands, suits, liabilities, damages, losses, costs, fees (including reasonable attorneys' fees and collection costs) and expenses which result from or arise out of or in connection with: (a) Event Partner's participation or presence in or at the Event, including the display or distribution of materials and sale of goods and services by Event Partner; (b) any breach by Event Partner of any representations, agreements, covenants, promises, any terms in the Data Protection Addendum or other obligations under this Agreement or any other contract, arrangement or agreement related to the Event; (c) any matter for which Event Partner is otherwise responsible under the terms of

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this Agreement or any other contract, arrangement or agreement; (d) any violation by Event Partner of any law, regulation, rule or ordinance (whether alleged or actual), including violation of Data Protection Laws, (e) the infringement of any patent, copyright, trademark, trade secret or other proprietary right

of any third party (including, but not limited to, the sale or distribution of pirated goods and counterfeits/"knock-offs" of existing products and services); (f) any libel, slander, defamation or similar claim arising out of or relating to Event Partner's actions; (g) Event Partner's submission to Emerald for usage in ads, directories, the Event website and Event publications and (g) Event Partner's acts that result in damage, harm or injury (including death) to any person or property at the Event. This section shall survive any termination of this Agreement.

## **11. Insurance.**

11.1 Event Partner shall, at its own expense, secure and maintain throughout the term of this Agreement, including Event move-in and move-out days, the following insurance with responsible third-party insurance carriers (with an A.M. Best rating of at least A-/VII for Event Partners insured with a domestic insurance carrier, and with a carrier approved in advance by Emerald for Event Partners insured with an international insurance carrier):

(a) Workers' compensation insurance in an amount as required by applicable law (for domestic Event Partners); (b) Comprehensive general liability ("CGL") insurance with limits not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate, combined single limit for broad form bodily injury and property damage, including coverage for personal injury, contractual liability coverage with respect to this Agreement, and operation of mobile equipment, premises, products/completed operations liability coverage, liquor liability (if applicable), and personal/advertising injury liability coverage; (c) Automobile liability insurance with limits not less than \$1,000,000 per occurrence, combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operators (if applicable); (d) Umbrella Liability Insurance, with limits of at least \$1,000,000 per occurrence and in the aggregate; and (e) Employers Liability/Stop Gap Liability Insurance with limits of at least \$500,000 for each occurrence. The CGL and Automobile insurance policies shall (a) name as additional insureds Emerald, Facility, and each of their subsidiaries, affiliates, officers, directors, employees, agents and representatives and (b) be primary to any other valid and collectible insurance of Event Partner and/or Emerald or Facility and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Event Partner's obligations under this paragraph. The coverage provided to the additional insured shall not be limited to the negligence of Event Partner. The insurance carrier shall have no right of recovery or subrogation against any additional insured.

11.2 Copies of certificates of insurance, satisfactory to Emerald, shall be furnished to Emerald at least thirty (30) days before the Event. Event Partner may not be permitted to enter the Facility until these requirements have been met. Certified copies of the certificates of insurance shall provide that if any of the above-described policies are cancelled before the expiration date thereof, notice will be delivered to Emerald in accordance with policy provisions.

11.3 To the extent Event Partner is expressly permitted to engage its own contractors, Event Partner shall ensure that any contractors engaged in connection with the Event comply with the insurance requirements specified in this Section 11. Without limitation to the foregoing, Emerald shall be entitled, on request, to inspect such contractor's insurance policies evidencing compliance with the insurance requirements set forth herein.

## **12. Limitation of Liability.**

12.1 Emerald shall not be responsible for or liable for any loss, damage, cost, claim or expense suffered or incurred by Event Partner, any of its personnel and/or any materials, displays or product, arising out of, related to or in connection with the provision of any services supplied by third parties in relation to the Event, including, without limitation, the provision of utilities, AV, security rooms/cloakrooms, inspection/health and safety auditing of exhibition booth/shell scheme plans, booth-building, shell scheme, graphics, fire, storms, acts of God, freight shipment, logistics, transportation and delivery services supplied by third party contractors and/or the Facility . Without limitation to the foregoing, Event Partner acknowledges and agrees that services provided to Event Partner by the Facility's and/or Emerald's mandated, official or recommended contractors are the subject of a separate agreement between Event Partner and the relevant contractor(s).

12.2 Under no circumstances shall Emerald or its affiliates or personnel be liable for any: (a) indirect, consequential, special, incidental or punitive loss or damage, loss of actual or anticipated profits or income, loss of business, loss of opportunity, loss of goodwill, loss or corruption of data or any other type of economic loss or damage whatsoever, whether or not such damages were reasonably foreseeable or whether or not a party has been advised of the possibility thereof, or (b) as set forth in Section 9, loss (or theft) of, pilferage, injury to, illness of or damage to the person, property and effects of Event Partner and/or any of its personnel and/or any third party, whether (a) or (b) is caused by negligence, intentional act, accident, act of God or otherwise, and Emerald's and its affiliates and personnel's maximum aggregate liability to Event Partner and its personnel under this Agreement or otherwise in connection with the Event howsoever arising, shall be limited to the total amount of the Fees paid by Event Partner. This section shall survive any termination of the Agreement.

12.3 Emerald shall not be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from (i) a Force Majeure Event and/or (ii) any delay, failure or error on the part of Event Partner in providing cooperation, performance and/or approvals, consents, information and/or materials as contemplated by this Agreement. For the avoidance of doubt, in the case of (ii) above, nothing in this Section 12 shall excuse Event Partner from the payment of the Fees under this Agreement when due.

12.4 Nothing herein shall exclude or limit any liability which cannot be excluded or limited by law. Event Partner acknowledges and agrees that, in light of the Fees, the provisions of this Section 12 are no more than reasonable to protect Emerald as the organizer of the Event.

12.5 This Section 12 shall survive any termination of the Agreement.

### **13. Compliance with Laws; Taxes and Licenses.**

**13.1** Event Partner agrees to abide by, comply with and observe all applicable federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Facility (including any applicable union labor work rules). Without limiting the foregoing, Event Partner shall ensure that its exhibit space complies with the Americans with Disabilities Act and shall ensure the provision of auxiliary aids and services for its



staff or attendees to enable effective communication with disabled Event participants. Any exhibit space that does not pass inspection will be ordered closed until all identified hazards are corrected or removed.

13.2 Event Partner must strictly observe all applicable federal, state and local 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 Facility 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 Facility. All displays must meet the building codes of the city in which the Event takes place.

13.3 Event Partner shall be solely responsible for obtaining all licenses, permits, approvals, customs clearances or other necessary consents required for, and applicable to Event Partner's activities at the Event and shall give all required notices. Event Partner shall also comply with (a) all rules, regulations and instructions issued by Emerald and/or the Facility owners from time to time (including, without limitation, in relation to health, safety and security requirements), and (b) the provisions of the Exhibitor Service Manual, including, without limitation, all operational requirements stated therein.

13.4 Event Partner shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, including any applicable sales taxes, license fees, use fees, royalties or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event. If advised by Emerald to ship merchandise to a specific location, Event Partner will do so and will not permit the delivery of merchandise to the Facility.

#### **14. Assignment of Space; Exhibit Space Occupancy, Use and Departure.**

14.1 Exhibit space and sponsorship rights for the Event shall be assigned by Emerald in its sole discretion. Emerald reserves the right at any time to change any aspect of the floor plan (including, but not limited to, size, shape and orientation), to move Event Partner to another similar size booth location, or to change any of the sponsorship rights or approved locations, prior to or during the Event for any legitimate reason, in Emerald's reasonable discretion.

14.2 Event Partner may not assign, sublet, share or license all or any portion of its rights under the Agreement in whole or in part, including without limitation, any exhibit space, with any third party, except with the prior written consent of Emerald and only if such third party expressly agrees to these Terms and Conditions.

14.3 Emerald shall specify the hours and dates for installing, occupying and dismantling exhibits. If Event Partner fails to begin installing its display in its assigned space at least twenty-four (24) hours prior to the Event opening or leaves its space unattended at any time during published Event hours, Emerald shall have the right to take possession of the space and terminate this Agreement with no refund to Event Partner. All exhibits must be open for business at all times during the Event. If Event Partner, through circumstances beyond its reasonable control, is delayed in arrival or set-up, it must notify the appropriate

Emerald contact immediately.

14.4 Additionally, (a) all labor performed by contractors must be complete by two (2) hours prior to published "Event Open Times" and no attendees may visit the booth prior to the Event Open Time; (b) Event Partner must vacate its booth by the posted move-out time listed in the Exhibitor Service Manual; (c) no one under 18 years of age (or as required by the applicable Facility) shall be admitted on the show floor during move-in/out days of the Event; and (d) no breakdown, dismantling of exhibit, or sale and subsequent removal of exhibit merchandise is permitted before the Event officially ends.

If Event Partner violates subsection (d) hereof, it will be assessed an early breakdown fee of \$500 and may be denied booth space access at future events.

14.5 During the move-out time or on any earlier termination of this Agreement, all exhibits shall be removed from the Facility and the exhibit space shall be delivered to Emerald in good and clean order and in such condition as initially provided to Event Partner. Any Event Partner's property remaining after such time shall be considered abandoned and may be sold or otherwise disposed of by Emerald at Event Partner's risk and expense. Event Partners that leave excessive materials in their booth space at the end of the published move-out time will be invoiced for labor costs to remove such materials and for any disposal charges.

14.6 Unless approved in advance by Emerald in writing, the following sales are strictly prohibited during the Event: (a) any retail sales including, but not limited to, any retail sales in violation of the retail sales tax regulations where the Event is being held; (b) any sale where display merchandise changes hands during the Event; and (c) any direct sale from Event Partner to consumer. The Event is strictly business to business. The use of cameras and video cameras on the exhibit floor is strictly prohibited without the prior written consent of Emerald.

## **15. Reps, Warranties; Licenses; Communications.**

15.1 Event Partner grants to Emerald a fully paid, non-exclusive license to use, display and reproduce the name, trade names, product names, and other proprietary property of Event Partner in any directory (print, electronic or other media) or website listing exhibitors at the Event, and to use those items in Emerald's promotional materials. Emerald shall not be liable for any errors in any listings or descriptions or for omitting Event Partner from any directory or other lists or materials.

15.2 When Event Partner provides Emerald any text, graphics, photos, videos, or other material subject to copyright or other intellectual property protection (collectively, "Content"), Event Partner grants Emerald a worldwide, non-exclusive, permanent, irrevocable, royalty-free license (with the right to sublicense) to use, reproduce, adapt, modify, distribute, publicly perform, publicly display, broadcast, make available, store and archive such Content (in whole or in part), utilizing any and all media now known or hereinafter devised. Event Partner represents and warrants that: (i) the Content is accurate and complete, (ii) the Content is owned by Event Partner such that Event Partner holds the copyright, or Event Partner has the legal right and license to use the Content and to grant Emerald the right and license to use the Content as provided herein, (iii) Emerald will not need to obtain licenses or permissions from any third party or pay compensation or royalties to any third party with respect to the Content; (iv) the Content does not infringe or breach any third party rights (including, but not limited to, copyright, the right of

publicity or privacy, or any other intellectual property right), (v) the Content is not in any way defamatory, libelous, obscene, threatening, offensive, abusive or fraudulent; (vi) the Content complies, and Event Partner complies, with all applicable laws related to the subject matter herein and (vii) if provided in digital form, the Content is free from any viruses and any other malware or corrupting elements of any kind and that it shall not cause any adverse effect on the operation of any Emerald system, publication, website, platform, media or other property and/or on any users of any of the foregoing. Emerald reserves the right to remove any Content that it deems offensive, inappropriate, libelous or non-compliant with the conditions herein and all Content shall be considered non-confidential.

15.3 Without limitation, Event Partner shall indemnify Emerald against any loss, damage, cost, claim or expense suffered or incurred by Emerald or its affiliates arising out of or in connection with the Directory Content, including, without limitation, any third-party claim regarding: (i) the inaccuracy or incompleteness of the Content, and/or (ii) any infringement of third-party intellectual property rights relating to the Content. Event Partner acknowledges and agrees that use of a Directory shall be further subject to any website terms of use and/or fair or acceptable use policies indicated on the website on which such Directory is hosted.

15.4 Emerald does not endorse or accept any responsibility for the use of, or content on, any other website linked or referenced within any Directory and Emerald shall not be liable for any loss, damage, cost, claim or expense suffered or incurred by Event Partner and/or any of its Personnel arising out of or in connection with the use of, or reliance on, any content, products and/or services available on or through any other website

15.5 If and to the extent that the Directory contains information relating to Event Partner's products and/or services (images and details of which may be uploaded to a Directory), Event Partner further represents, warrants and undertakes that such information is limited to generic information only and is not advisory. Event Partner shall ensure that the Directory content relates exclusively to Event Partner's own commercial activities.

15.6 Event Partner acknowledges and agrees that Emerald shall also be permitted to videotape, sound record and photograph the Event and Event Partner's booth space, products, guests and personnel during, before, or after the Event, and use those photographs, recordings or videotapes for any promotional purpose, without further consent, payment or compensation and that Emerald is the sole and exclusive owner of all rights in such photographs, recordings or videotapes and hereby waives any and all rights and claims to such. Event Partner understands and agrees that representatives from various media may visit the Event and photograph, videotape or otherwise record portions of the Event and include any part or all of the same in any broadcast without the express consent of, or liability to, Event Partner.

15.7 Emerald hereby grants to Event Partner a limited, non-exclusive, non-transferable license to use, display and reproduce the name and logo of the Event (the "Event Marks") on Event Partner's marketing materials solely and directly in connection with exhibiting at the Event. This limited license expires at the conclusion of the Event. Emerald may terminate this license immediately at any time upon Event Partner's breach of the terms of use of this license. Under no circumstances may Event Partner ever modify in any way

the Event Marks or other trademarks of the Event or of Emerald. Nothing in this Agreement shall be construed as granting to Event Partner any right, permission or license to use or exploit the intellectual property rights of Emerald or its affiliates.

15.8 By entering into this Agreement and providing contact information, including a telephone number, Event Partner explicitly consents to being contacted by or on behalf of Emerald for any purposes, including but not limited to, sales, marketing, promotional offers, and customer care via automated technology. Event Partner consent is not required to purchase any goods or services from Emerald.

16. **Contractor Services:** Emerald has contracted, on an exclusive basis, with official contractors to provide certain services for the Event. 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 exhibitor-appointed contractors (“EACs”) within certain guidelines. EAC’s must comply with the insurance requirements set forth in Section 11. Please refer to the Event Partner Service Manual for a listing of exclusive services and EAC guidelines.

17. **Character of Displays; Use of Aisles and Common Areas; Sound:** Distribution of samples, printed matter of any kind, and any promotional material is restricted to the exhibit booth. Strolling entertainment or moving advertisements outside of Event Partner’s exhibit space are prohibited. All exhibits shall display products or services in a tasteful manner. The aisles, passageways and overhead spaces remain strictly under the control of Emerald and no signs, decorations, banners, advertising material or special exhibits will be permitted in such areas except by written permission of Emerald. All booth equipment (i.e., tables, chairs, displays, etc.) must not protrude into the aisles under any circumstance. Balloons and stickers (including handouts with gummed backing that adhere or cause adhesion) are prohibited in the exhibit area and Facility. Exhibits must be arranged so that show attendees do not stand in the aisle while viewing the exhibit or watching demonstrations. The use of devices for mechanical reproduction of sound or music may or may not be permitted in Emerald’s sole discretion. Sound of any kind must not be projected outside of Event Partner’s exhibit space. Event Partner is responsible for acquiring any necessary license to play copyrighted music or otherwise utilize third party materials subject to copyright or other protections. Event Partner is specifically prohibited from employing any carnival-type attraction or from operating noise-creating devices such as bells, horns or megaphones. Emerald reserves the right, without liability and at the Event Partner’s risk and expense, to remove any exhibit and/or stop any display or demonstration which Emerald considers in its reasonable opinion: (i) contravenes any law and/or any applicable industry regulations/standards, (ii) constitutes counterfeit goods and/or infringes the intellectual property rights of any third party, (iii) is likely to cause offense, and/or (iv) does not otherwise comply with the conditions set forth in this Agreement.

18. **Outside Exhibits/Hospitality Suites:** Event Partner is prohibited, without Emerald’s prior written approval, from displaying products or services, and/or other advertising material, in any areas outside its booth space such as, but not limited to, aisles, parking lots, hotel lobbies, lounges, corridors, sleeping rooms, or any other areas in or adjacent to the Facility. Event Partner is also prohibited from conducting unauthorized Facility tours. Event Partner shall not operate hospitality functions or conduct other activities that may interfere with Event attendance during hours in which the Event is open or when any

Emerald-sponsored activities are being held. All requests for a hospitality suite or public function space must be made through Emerald. Event Partner is forbidden to bring alcoholic beverages into the Facility without the prior written consent of Emerald. If Event Partner fails to occupy its exhibit space for any reason during official Event hours, Emerald reserves the right to re-possess the exhibit space for any purpose Emerald may see fit without in any way releasing Event Partner from any liability thereunder.

**19. Freight Shipment:** Event Partner should use the shipping labels provided by Emerald for the Event to ensure proper shipment and identification of freight to the Event.

Shipments made in advance to the authorized Event contractor, as per instructions in the Event Partner Service Manual, will be delivered to Event Partner's booth. At the close of Event, if Event Partner desires to arrange shipment of its exhibit materials by its own carrier, it should submit a bill of lading for pick-up and inform Event's authorized contractor of its arrangements. If the pick-up does not occur within a reasonable time, the authorized contractor may take the shipment to the contractor's warehouse at Event Partner's own risk and expense.

**20. Specific terms relating to Sponsorship (including, without limitation, Marketing Services)**

20.1 Event Partner shall: (i) provide Emerald with all content, materials and other information (the "Materials") within any deadlines specified by Emerald, and (ii) comply with Emerald's specifications and technical requirements in relation to all Materials. If Event Partner does not, Emerald reserves the right to refuse to print, publish or otherwise use any or all of the Materials (but all Fees in respect of the Sponsorship shall remain due and payable in full).

20.2 Event Partner warrants, represents and undertakes that the Materials are: (i) accurate and complete, (ii) Event Partner's own original work (of which Event Partner is the copyright owner) or that Event Partner has gained copyright and any other applicable clearance, consent, approval, license or permission from any relevant third party (including, without limitation, the copyright owner and any regulatory authorities), in each case such that Event Partner has the right to make the Materials available to Emerald in connection with the sponsorship without restriction and that they do not breach or infringe anyone else's rights (including, without limitation, the intellectual property rights of any third party), (iii) not in any way defamatory, libelous, obscene, menacing, threatening, offensive, abusive or fraudulent, (iv) not in any way illegal and that they do not contravene any law or incite or encourage the contravention of any law, (v) not and will not be the subject of any claims, demands, liens, encumbrances or rights of any kind that could or will impair or interfere with Emerald's use of the Materials in connection with the sponsorship and (vi) if provided in digital form, free from any viruses and any other malware or corrupting elements of any kind and that they shall not cause any adverse effect on the operation of any Emerald system, publication, website, platform, media or other property and/or on any users of any of the foregoing.

20.3 Although Emerald shall take reasonable care in the production of any deliverable incorporating the Materials, it shall not be liable for any errors, omissions or misquotations that may occur. Without limitation to the foregoing, Emerald cannot

guarantee any exact color matches in its incorporation of Materials and any colors used in Materials are for graphic and textual guidance only. All Materials are subject to the approval of Emerald (however, notwithstanding any such approval, Event Partner shall have sole responsibility and liability in respect of such Materials). Emerald reserves the right to reject any Materials at any time after receipt. Emerald shall use its commercially reasonable efforts to provide the sponsorship in the size, position and manner as specified in the Exhibit Space Contract but shall not be liable where reasonable modifications are made.

20.4 Event Partner hereby grants to Emerald a royalty-free, non-exclusive, worldwide license to use the Materials and Event Partner's details in connection with the creation of any materials relating to the Event.

20.5 Event Partner acknowledges and agrees that, in view of the time and cost required in preparing such materials, in circumstances where this Agreement is terminated Emerald may at its discretion continue to use the Materials and Event Partner's details after termination of this Contract where the time and cost required to remove the same from any materials relating to the Event cannot reasonably be justified by Emerald.

20.6 Without prejudice to any other right or remedy it may have, if Event Partner and/or any of its personnel is in breach of this Section 20, Emerald reserves the right without liability to: suspend and/or discontinue the use of any Materials, and/or (ii) refuse and/or withdraw the provision of any element of the Sponsorship.

## **21. Disputes.**

21.1 Any and all disputes or claims arising out of or relating in any way to this Agreement, any Event, and/or any services provided or representations made by Emerald will be resolved in binding arbitration by a single neutral arbitrator, rather than in court and such arbitration shall be the sole and exclusive remedy for resolving such disputes. This includes any disputes or claims concerning any prior event or agreement between the same parties or affiliated parties. Arbitrations will be conducted by the American Arbitration Association (AAA) pursuant to its Commercial Arbitration Rules, which are available at [www.adr.org](http://www.adr.org).

21.2 If Event Partner commences arbitration, Event Partner will be responsible for filing fees and arbitrators' fees as set forth in the AAA rules. To commence arbitration, Event Partner must send written notice to Emerald X, LLC, Attn.: Legal Department, 100 Broadway, 14<sup>th</sup> Floor, New York, NY 10005, and to the AAA, fully describing any and all claims.

21.3 If Emerald commences arbitration against Event Partner, Emerald will be responsible for filing fees and may provide written notice to Event Partner at any physical or email address Event Partner provided in connection with this Agreement. To commence an arbitration Emerald must send written notice to the address set forth in the Sponsor Contract or the Exhibit Space Contract, as applicable, and to the AAA, fully describing any and all claims.

21.4 If an in-person hearing is required by the AAA rules or the arbitrator, the hearing will take place in New York County, NY, except as otherwise agreed by the parties or

ordered by the arbitrator. The parties agree that the decision of the arbitrator shall be final and binding and that a judgement may be entered on such arbitration award by any court with competent jurisdiction. Any and all proceedings to resolve claims or disputes will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration the parties waive any right to a jury trial. This section shall survive any termination of this Agreement.

**22. Governing Law:** This Agreement is governed by and shall be construed in accordance with the Federal Arbitration Act, federal arbitration law, and the laws of the State of New York, without regard to principles of conflicts of laws. To the extent that any claim or dispute proceeds in court rather than in arbitration, Event Partner hereby submits to the jurisdiction of the federal and state courts located in New York County, NY, and waives all objections to venue or inconvenient forum, and any right to assert lack of personal jurisdiction. This section shall survive any termination of this Agreement.

**23. Miscellaneous.**

23.1 Event Partner agree that it shall not, and will cause its personnel to not: (i) act in any manner which causes offense, nuisance or inconvenience to Emerald, the Facility and/or any other attendee of the Event, (ii) do anything which might adversely affect the reputation of or disparage Emerald, the Facility and/or the Event, and/or (iii) cause or permit any damage to the Facility or any part thereof or to any fixtures or fittings which are not the property of Event Partner. Emerald shall have the right cause an Event Partner to leave an Event if he or she is involved in an altercation, is intoxicated or harasses, in any manner, any other individuals or Emerald staff present at the show. Further, Event Partner shall cooperate, in good faith, with Emerald in all matters relating to the Event. Without limitation, Event Partner shall provide Emerald with all information as Emerald may reasonably request in respect of the Event and shall ensure that such information is accurate.

23.2 This Agreement does not create any joint venture, partnership, agency, or employment relationship between the parties. Emerald and Event Partner are independent contractors with respect to one another under the terms of this Agreement. Neither party shall have the authority to legally bind the other party to any contract, proposal, or commitment or to incur any debt or create any liability on behalf of the other. Event Partner shall not assign, subcontract or otherwise transfer this Agreement or any right or obligation hereunder to any other party without the prior written consent of Emerald; any attempted assignment in violation of this provision is null and void.

23.3 No provision or part of this Agreement or remedy hereunder may be waived except by a writing signed by a duly authorized representative of Emerald and a signed waiver shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of Emerald to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy. Failure or delay by Emerald to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

23.4 This Agreement represents the entire agreement between Emerald and Event Partner relating to the subject matter contained herein and supersedes any prior written or oral

understandings, agreements or representations by or between Emerald and Event Partner relating to the subject matter contained herein. Except as otherwise expressly agreed, any amendment to this Agreement must be in writing and signed by an authorized representative of Emerald. Unless it is expressly stated otherwise, this Agreement does not give rise to any rights for a third party to enforce any term of this Agreement.

23.5 In the event that any provision of this Agreement is found to be unenforceable, such provision will be reformed only to the extent necessary to make it enforceable, and such provision as so reformed will continue in effect, consistent with the intent of the parties as of the Effective Date.

23.6 Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

23.7 Event Partner represents and warrants that the party executing this Agreement on behalf of Event Partner is duly authorized to act on behalf of Partner and to execute this Agreement and legally bind Event Partner to the terms contained herein.

23.8 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or scanned copies, pdf, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. The parties intend this statement of their agreement to constitute the final, complete, exclusive and fully integrated statement of the parties' agreement. This section shall survive any termination of this Agreement.