

Rules and Regulations

1. Exhibitor acknowledges that Merchandise Mart Properties, Inc. (herein "Show Management") is an agent of MTS - MM LLC ("Landlord") has been retained to perform all management and leasing aspects of the Show, including but not limited to leasing space, marketing and producing the Show during the Term of this Lease. Exhibitor acknowledges that all such services will be performed by or on behalf of Show Management and not Landlord. These Rules and Regulations shall govern Exhibitor conduct for the entire length of the Exhibitor Contract which from move-in through the move-out period, including the Show dates.
2. Show Management reserves the right to alter or correct the current square footage and configuration of the booth and the floor prior to the Show. By entering and occupying the booth space, Exhibitor shall be deemed to have accepted the space "AS IS", in its then condition, and Exhibitor hereby releases the Trade Show Entities, as defined below, for any liability or loss caused by any latent or patent defect therein.
3. Exhibitor agrees to cooperate with any security programs adopted for the Mart ("Building") or the Show, including, without limitation, procedures and limitations established for the movement of personal property and persons into and out of the Building and the floor the booth is on. Show Management specifically reserves the right to control ingress to and egress from the Show area at all times.
4. Show Management reserves the right in its sole discretion without liability to change the Show dates, venue and/or name.
5. Show Management reserves the right to reject any and all exhibitor contracts for any reason or no reason at all; and to prohibit, close, correct, remove or eliminate any exhibit, part of an exhibit, product, sign, card, printed matter, souvenir, catalog, or other material, or any circumstance, conduct or action, or cause thereof, which is not suitable to or in keeping with the character of the Show or which violates these rules or law.
6. If Exhibitor or an employee or representative of Exhibitor is a current or former Exhibitor of a property managed by Show Management, as a precondition to participation in the Show all accounts must be current and Exhibitor or such employee or representative must be in good standing in such property.
7. Exhibitor participation will be limited to those companies whose products are of specific interest to those attending the Show in the sole discretion of Show Management.
8. Payment for the space must be received in full prior to the Show. If payments are not made by Exhibitor as required, Show Management may at its option terminate this application without notice, or consider Exhibitor last in priority when assigning available booths or, if a booth has been assigned, reassign Exhibitor to a different booth.
9. Show Management shall be entitled to close any booth or exhibit at any time for failure by Exhibitor or any of its officers, agents, employees, or other representatives to perform, meet or observe any term or condition set forth herein, and such Exhibitor shall not be entitled to a refund of any part of any rent or fee.
10. Exhibitor shall not be entitled to a refund of any part of any rent or fees should it for any reason be unable to exhibit at the Show. Show Management reserves the right at any time to cancel the Show and in such an event the Exhibitor's sole remedy if the Show is not rescheduled, shall be a refund of any fees paid to Show Management for a booth.
11. Exhibitor may begin moving in and setting up its displays at the scheduled time and date in accordance with the Exhibitor Manual. All exhibits MUST BE COMPLETED prior to the opening of the Show. No construction, arranging or setting up of exhibits will be permitted during official Show hours or after the opening.
12. Exhibitor's booth must be staffed during the specified hours of the Show with complete display intact. Exhibitor may not enter the exhibit area before one hour prior to the Show and must be out of the exhibit area at the close of the Show.
13. Exhibitor will NOT be permitted to dismantle displays before the official closing time. Exhibitor agrees not to disturb or begin packing exhibits or parts of their displays prior to the official closing time. Any Exhibitor who moves out of the exhibit area before the official close of market will forfeit exhibit space for future markets and agrees to pay an additional rental fee of \$1,000. Future participation is prohibited until this fee is paid in full.
14. No neon, flashing, or display lights will be permitted without prior written approval from Show Management. Exhibitor shall not open any windows or place anything against or near the windows.
15. No Exhibitor shall use any flammable decorations or covering for display fixtures and all fabrics or other material used for decoration or covering of tables shall be flameproof.
16. Exhibitor may, with prior written approval by Show Management, contract with outside union display houses or trimmers for set-up and installation. Exhibitor must supply the name and address of contractor/trimmer/display house, name of the supervisor to be in attendance, a certificate of insurance, and a statement that the service contractor/trimmer/display house will comply with all rules and regulations of the show or will forfeit his/her company's access to the Building. Exhibitor must employ members of the appropriate trade unions where required.
17. Tipping and cash payments for services are not allowed in the Building.
18. Exhibitor must confine its activities to its own booth during Show hours.
19. Show Management reserves the right to refuse admission to any person or persons including children of Exhibitors their employees or representatives, attendees or visitors, in the interest of welfare and safety.
20. Exhibitor may not display or distribute signs, brochures, flyers, samples, advertising devices etc. outside its booths. Exhibitor may not advertise in its booth for spaces at any other buildings in which it may occupy space.
21. No Exhibitor or group of tenants may sponsor any event that conflicts with Show Management's sponsored programs during the Show. No sales samples are allowed during the Show.
22. Photography, filming, or electronic recording or transmission or use of any such related equipment in the Building by Exhibitor, groups or individuals other than Show Management must be pre-approved by Show Management. Each Exhibitor grants Show Management and/or its promotional partners the exclusive right to include photographic, video and other visual portrayals of Exhibitor in any medium of any nature whatsoever for any purpose including without limitation trade, advertising, sales, publicity or otherwise, without compensation to Exhibitor, and all rights, title and interest therein (including all worldwide copyrights therein) shall be Show Management's sole property, free from any claims by Exhibitor or any person deriving any rights or interest from Exhibitor.
23. Exhibitor shall not make noises, cause disturbances or vibrations, or use or operate any wireless device, electrical or electronic devices or other devices that emit sound or other waves, or cause disturbances, or create odors or noxious fumes, any of which may be offensive to other Exhibitors and occupants of the Building or that would interfere with the operation of any device or equipment or radio or television broadcast or reception from or within the Building or elsewhere, and shall not place or install any projections, antennae, aerials or similar devices inside or outside of the booth.
24. Any product/service that is not listed on the application or which does not relate to the purpose of the Show may not be exhibited in the Show. Exhibitor is not permitted to share its booths with other individuals, licensees, manufacturers or representatives without Show Management's prior consent. No subletting is permitted.
25. Exhibitor shall timely provide to Show Management for listing in the Official Directory of the Show requested information for its booth. The Official Show Directory is a listing of merchandise being shown, and although strict precautions are taken in proofreading Show Management is not liable for any errors or omissions in Exhibitor listings, booth number(s), telephone numbers, company, and product listings. Exhibitors whose applications arrive after the deadline date will not be listed.
26. By signing an application for a booth, Exhibitor agrees that Show Management, Landlord, Merchandise Mart LLC, the Mart Manager LLC, Vornado Realty L.P., Vornado Realty Trust, GCJ Management LLC, the owners of the building, and their respective partners, directors, members, shareholders, trustees, officers, agents, employees, beneficiaries, insurers, lenders, successors, and assigns (collectively the "Trade Show Entities") shall not be held accountable or liable for, and the same are hereby released from accountability or liability for, any damage, loss, harm, or injury to the person or property of the applicant and any of its partners, directors, members, trustees, officers, agents, employees, beneficiaries, successors, and assigns resulting from theft, fire, water, accident or any other cause and the Trade Show Entities will not obtain insurance against any such damage, loss, harm or injury. Exhibitor and the Trade Show Entities agree that all property of the Exhibitor is to remain in the Exhibitor's custody and control in transit to, from, and within the Building.
27. By signing an application for a booth, Exhibitor agrees, except to the extent prohibited by law, to indemnify, defend and protect the Trade Show Entities, and each of them, against, and hold them harmless from, any and all claims, demands, suits, liability, damages, loss, costs, attorney fees, and expenses of every kind and nature, which may result from or arise out of any action or failure to act on the part of the Exhibitor or any of its partners, directors, members, officers, agents, employees, beneficiaries, successors, and assigns, including but not limited to claims for damage or loss to property and for harm, injury or death to persons, and claims of damage or loss to any third party resulting from any infringement of a copyright or patent or the unauthorized use of any trademark. Exhibitor will secure and furnish certificates of insurance, in a form reasonably satisfactory to MMPI, and naming the Trade Show Entities as additional insureds with respect to its general liability and worker's compensation policies.

Exhibitor shall maintain at its expense during the term of this Contract, the following insurance coverages: a) Workers' Compensation insurance with statutory limits for all applicable state regulations and Employers Liability insurance with policy limits of not less than five hundred thousand dollars (\$500,000); b) Commercial General Liability insurance for any and all claims for damages due to bodily injury (including death), personal injury, or

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- property damage. Such insurance coverage shall: i) be the broadest enhanced Commercial General Liability coverage currently in the market, but in no case less than or more restrictive than the ISO 2001 form or its equivalent, and shall have the XCU exclusion deleted; ii) provide coverage in an amount equal to the full amount maintained from time to time by the Exhibitor in the normal course of its business (including excess and umbrella liability coverage, but in no event, shall such coverage be in an amount of less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; iii) include at least those coverage's generally designated Premises/Operations, Products/Completed Operations, and Contractual Liability; and Commercial Automotive Liability Insurance for any and all claims for damages due to bodily injury (including death) or property damages arising from or in any way connected with the ownership, possession, operation, use, maintenance or repair of owned, non-owned or hired motor vehicles. Such insurance shall provide limits of liability in an amount not less than \$1,000,000 per accident; and d) If the potential for dram shop or host liquor liability shall arise due to Tenant's activities in the Premises, then Tenant shall procure and maintain a policy of host liquor liability insurance before undertaking such activities, such coverage shall be in an amount not less than \$1,000,000.
- All insurance coverage's maintained by Exhibitor shall be primary insurance as respects to Trade Show Entities, its officers, and employees. Any insurance or self-insurance maintained by Landlord shall be in excess and non-contributory to Exhibitor insurance. All insurance required under this Contract or purchase order shall be issued by insurance companies authorized to do business in the jurisdiction where the work is located. Such companies shall have a policyholder "Best's Key Rating Guide" of at least "B+" and a financial size of at least "Class XII". Exhibitor hereby waives all right of recovery, and agrees not to assign or transfer any right of subrogation to any of its insurance carriers or any other party. Notwithstanding the fact that any liability may be covered by insurance, liability shall in no way be limited by the amount of insurance recovery or the amount of insurance in force or required by any provisions of this contract or purchase order.
- In the event that Exhibitor fails to maintain in full force and effect any of the insurance coverage's described in the insurance section Show Management shall have the right (but not the obligation) to terminate this Contract immediately.
28. By signing an application for a booth, Exhibitor agrees to purchase and keep in effect during the period when its property is in the Building and in transit to and from said premises, insurance against loss, damage or destruction to such property, however caused, for the full value of such property, and to cause the insurer to waive subrogation against the Trade Show Entities.
 29. Show Management has the right to limit the booths assigned to any Exhibitor, and cannot guarantee booth assignment. There are no rights to sight lines or locations. All or any part of the booth designated is subject to reassignment and rearrangement by Show Management for the purpose of consolidation of display space, expansion of the exhibit area, or for any reason, prior to commencement of the licensed term. Exhibitor acknowledges that the particular booth and overall configuration of the designated booths may change from time to time prior to the Show. Any such reconfiguration may require the booth assigned to Exhibitor be reassigned and rearranged by Show Management. Show Management may also assign or reassign booths to Exhibitors as it deems to be required by virtue of the availability of special services. If Exhibitor is assigned to these booths but does not require these services, it may be reassigned other booth locations at the discretion of Show Management.
 30. If Exhibitor will be serving alcoholic beverages, as a condition to the granting of this Lease, Show Management must receive from Exhibitor or its caterer evidence of insurance satisfactory to Show Management showing that appropriate liability insurance or Dram Shop coverage indemnifying the Trade Show Entities and naming The Trade Show Entities as additional insured parties has been procured and is in force.
 31. If Exhibitor shall fail or refuse to remove its property upon the expiration or termination of its Term hereunder, Show Management may treat such failure or refusal as conclusive evidence that Exhibitor has abandoned the property and Show Management may retain or dispose of all or any part of such property in any manner that Show Management shall choose. In no event shall Show Management become a bailee or trustee, or accept or be charged with the duties thereof (either voluntary or involuntary) of the property. If Show Management employees are required to remove or handle the property, a charge for the same at customary rates on a time and material basis will be payable by Exhibitor.
 32. Exhibitor shall not, without the prior written consent of Show Management assign or otherwise transfer any right under this Lease to any third party or allow any third party to operate from the booth, and any attempt to do so shall result in automatic revocation of this Lease. Landlord or Show Management may assign this Lease at anytime without Exhibitor's consent.
 33. Exhibitor must comply with all local, state, and federal laws, codes, rules, regulations and ordinances/fire regulations (collectively "Legal Requirements") in force from time to time affecting the booth or Exhibitor's activities therein. Show Management shall have the full power to interpret and/or amend rules and to make any additional rules and regulations which in its discretion shall be in the best interest of the Show.
 34. Applications from outside the United States, no matter where they originate, will not be accepted unless accompanied by payment in U.S. dollars and paid by certified check, cashier's check, money order, Show Management approved credit card or wire transfer on a U.S. bank. Payments by wire transfer must include an additional amount of \$25.00 (subject to change and increases for international wires) to cover bank charges. If Show Management receives two (2) or more checks from Exhibitor which are returned by Exhibitor's bank for insufficient funds, Show Management may require that all checks thereafter be bank certified or cashier's checks. All bank service charges resulting from any returned checks shall be borne by Exhibitor.
 35. Exhibitor shall not, without the prior written consent of Show Management in each instance obtained, make any repairs, replacements, decorations, alterations, improvements or additions to the booth. Each booth must be left in its original condition. If Exhibitor shall fail or refuse to restore the booth to the above-described condition on or before the end of the exhibition period, Show Management may enter into and upon the booth and put the booth in such condition, and recover from Exhibitor Show Management's cost of so doing.
 36. Exhibitor agrees that the Trade Show Entities or any of them, shall not be liable to Exhibitor, or any of Exhibitor's employees, agents, representatives, customers or invitees or anyone claiming through, by or under Exhibitor, for any damages, including but not limited to all fees paid by Exhibitor, injuries, losses, expenses, claims or causes of action, because of any interruption, diminution, delay, discontinuance at any time in the furnishing of any services or operating, maintaining, repairing or supervising the Building or cancellation of the Show when such interruption, diminution, delay, discontinuance or cancellation is occasioned, in whole or in part, by repairs, fire, emergencies, pandemics, national or local casualties or calamities, improvements or additions, by any strike, lockout or other labor disputes, war, acts of God, by inability to secure gas, electricity, water or other fuel at the Building, by any accident or casualty whatsoever, by government action or order, by act or default of Exhibitor or other parties, labor or material shortages, transportation delays, or by any other cause beyond Show Management's reasonable control; nor shall any such interruption, diminution, delay, discontinuance, or cancellation be deemed an eviction or disturbance of Exhibitor's use or possession of the booths or any part thereof; nor shall any such interruption, diminution, delay, discontinuance or cancellation relieve Exhibitor from full performance of Exhibitor's obligations under this Lease.
 37. Exhibitor shall pay all attorneys' fees and expenses of Show Management or the Trade Show Entities incurred in enforcing any of the obligations of Exhibitor under this Lease.
 38. If the booth or the Building (including machinery and equipment used in its operation) shall be destroyed or damaged by fire or other casualty then Show Management shall have the option to repair and restore the same with reasonable promptness; or elect to terminate this Lease as of the date of such damage.
 39. As applicable solely to retail shows, Exhibitor may sell food and prepare food for consumer consumption in a limited fashion in the Building in accordance with Building rules. All food sales and service of complimentary foods by Exhibitor to its guests must be done in full compliance with all applicable Legal Requirements and Exhibitor must obtain all applicable permits and licenses in compliance therewith.
 40. Exhibitor agrees to pay for all costs incurred prior to the move out date. All amounts due and payable from Exhibitor under this License or under any work order or other agreement relating to the booth, if unpaid when due, shall bear interest from such date until paid at the maximum legal rate of interest allowable by law.
 41. All rights and remedies under this Lease shall be cumulative and none shall exclude any other rights and remedies allowed by law. Exhibitors in violation of the above conditions, rules, and regulations governing the Show are subject to prompt disqualification from participation in this and future Shows. Exhibitor shall comply with all conditions, rules and regulations regarding the Show and with the requirements set forth in the Exhibitor Manual.
 42. The laws of the state where the Building is located shall govern the validity, performance and enforcement of this agreement. The invalidity or unenforceability of any provision of this agreement shall not affect or impair any other provision.
 43. If there is more than one Exhibitor herein named, all shall be jointly and severally liable for the payment of rent and the full and complete performance of all of the terms, covenants and conditions of this Lease.
 44. All telegraph, telephone, wireless devices, and electric connections which Exhibitor may desire shall be first approved by Show Management in writing, before the same are installed, and the location of all wires and the work in connection therewith shall be subject to the direction of Show Management.
 45. Exhibitor must list all furniture and fixtures to be taken from the Building upon a form furnished by Show Management. Such list shall be presented at the Service Desk for approval before acceptance by the security officer or elevator operator. All charges and fees must be paid before product can leave the floor.

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46. No bicycle or other vehicle and no animal (other than assistive dogs) shall be allowed in the booths, offices, halls, corridors or any other parts of the Building. Show Management shall at all times keep a pass key and be allowed admittance to the booth to cover any emergency, fire or other casualty that may arise and in other appropriate instances. Exhibitor shall not peddle, canvass, solicit or distribute handbills or flyers on or about the Property except as specifically authorized by Show Management. Exhibitor's booth may constitute a portion of a larger area which includes the booth, other areas for the exclusive use of other occupants, and common areas. Exhibitor may use such common areas on a non-exclusive basis in common with other occupants of the area. Exhibitor expressly agrees that such non-exclusive use of the area shall be subject to all of the terms, covenants and restrictions set forth in this Lease. There will not be a demising wall between the booth and other booths for the exclusive use of other occupants and Exhibitor expressly assumes the entire risk of damage or loss to, or theft of, any of its property placed in or upon the booth.
47. In the event the Show involves the apparel industry, modeling of display merchandise will be permitted only in Exhibitor's assigned booth. Model enclosures must be provided and will be at the expense of Exhibitor.
48. Exhibitor accepts full and sole responsibility for any injury or damage to persons or property resulting from failure to distribute the placement of exhibit material to conform to the floor loading specification.
49. No modification, waiver or amendment to this Lease shall be binding unless such modification, waiver or amendment is in writing and signed by both parties. Submission of this instrument for examination shall not bind Show Management in any manner, and subject to all other rules and regulations, no obligation of Show Management shall arise unless and until Exhibitor has an assigned space in the Show.
50. This Exhibitor Contract shall be subject and subordinate at all time to (a) any underlying license, master leases, and all modifications, amendments or renewals, currently in place or subsequently executed, and (b) any mortgages or deeds of trust affecting the Building.
51. Exhibitor represents and warrants that it is not listed, nor is it owned or controlled by, or acting for or on behalf of any person or entity, on the list of Specially Designated Nationals and Blocked Persons maintained by the Office of Foreign Assets Control of the United States Department of the Treasury, or any other list of persons or entities with whom Show Management or Landlord is restricted from doing business with ("OFAC List"). Notwithstanding anything to the contrary herein contained, Exhibitor shall not permit the Premises or any portion thereof to be used, occupied or operated by or for the benefit of any person or entity that is on the OFAC List. Exhibitor shall provide documentary and other evidence of Exhibitor's identity and ownership as may be reasonably requested by Show Management at any time to enable Show Management to verify Exhibitor's identity or to comply with any Legal Requirement.
52. The failure of Show Management at any time or times to require the performance of any provision in the exhibitor contract or of these Rules and Regulations, shall in no manner affect its right at a later time to enforce the same provision.
53. Signatures of Exhibitor on copies of the exhibitor contract transmitted by electronic or telephonic means, or any contract submitted electronically, shall be deemed originals for all purposes hereunder, shall have the same legal effect as an originally drawn signature, and shall be binding upon Exhibitor.
54. Exhibitor hereby grants to Show Management an irrevocable, non-exclusive license, without further compensation, to use Exhibitor's Trade Name, product images and/or a description of the nature of Exhibitor's business, in any television, radio, print, electronic or other media advertising or marketing programs of Show Management, and Exhibitor shall cooperate with Show Management in carrying out such advertising and marketing.
55. Exhibitor acknowledges that none of the Trade Show Entities are the ultimate consignee or importer of records and it will not list any of the Trade Show Entities or list their FEIN on customs documentation as such. Exhibitor agrees to indemnify the Trade Show Entities in accordance with Paragraph 27 hereof for any violation of this provision.

