



## ALM Events Exhibit Space and Sponsorships Terms and Conditions

These terms and condition (“Terms and Conditions”) supplement the terms and conditions set forth in the applicable exhibit space contract and/or sponsorship contract executed by Client, identified therein (“Event Contract” and together with these Terms and Conditions, the “Agreement”). If an agency executes any Event Contract on behalf of Client, then such agency and such client shall be jointly and severally liable for the payment and performance of the obligations of Client hereunder and for any breach of any provision hereof. Terms used herein have the meanings ascribed to them in the Event Contract unless otherwise defined herein.

### Part A: General Terms and Conditions

1. **Application.** The terms and conditions set forth in this Part A shall apply to all Event Contracts.
2. **General Event Information.** The Event is being organized by ALM. This Agreement shall be binding on the parties hereto upon acceptance by both parties, whereby ALM’s acceptance may be evidenced by ALM’s execution of this Agreement or issuance of an invoice. ALM reserves the right to change the name, location and/or dates of the Event upon reasonable notice to Client. Event hours will be established by ALM. ALM makes no representations or warranties regarding the number of persons or other exhibitors/sponsors who will attend the Event.
3. **Prohibited Activities.** Client and Client Representatives (as defined below) shall not:
  - a. hold any meeting or event that competes with the Event;
  - b. promote its participation in a competing event without the prior written consent of ALM;
  - c. apply for registration of any part of the ALM Marks or anything confusingly similar to the ALM Marks as a trade mark for any goods or services. As used herein, “ALM Marks” means trademarks, brands and logos associated with the ALM and the Event;
  - d. use ALM Marks or any part of them or anything confusingly similar to them in its trading or corporate name or otherwise, except as authorized under this Agreement;
  - e. do or permit anything to be done which might adversely affect or diminish any of the rights granted to Client herein;
  - f. make sales involving the exchange of product or money within the Event premises;
  - g. bring or distribute alcoholic beverages into the Event, unless otherwise expressly permitted in writing by ALM;
  - h. operate games of chance or lottery devices or actual or simulated pursuit of any recreation pastime without prior written consent from ALM;
- i. display anything not specified in this Agreement;
4. **Observance of Laws and Regulations.** Client shall abide by and observe (and shall ensure that all Client Representatives abide by and observe) any laws, rules, regulations, and ordinances, and all rules and regulations of ALM and the location where the Event is being held (“Venue”). In addition, Client must observe all union regulations (if applicable) and electrical codes to which the Venue is subject. Special electrical, gas or water service, as well as other special services needed by individual clients, are provided only when the Client orders and agrees to pay for them from the supplier authorized to supply such services in conformity with city, insurance and other requirements.
5. **Attendee Lists.** ALM reserves the right to limit access to lists of attendees, sponsors and exhibitors and any other list or information gathered by ALM or its contractors. Should any such list be provided by ALM, it is subject to additional terms and conditions and shall be limited to a one-time use only. Any use of email lists must be facilitated through a third party bonded mail house. Client agrees that it shall not make the list available to any third party and shall use any list in a manner or for a purpose which, in ALM’s sole discretion, competes with any business of ALM or its affiliates or impacts ALM’s ability to realize revenue in connection with any future events.
6. **Intellectual Property Rights.** Client grants to ALM the right to use and reproduce Client’s name, trademark and logo (collectively, “Client Marks”) solely in connection with the promotion and production of the Event and to perform its obligations under this Agreement. All rights in the either party’s Marks, including any goodwill associated with them, shall be the sole and exclusive property of the owner of such Marks and the other party shall not acquire any rights in

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such Marks, nor in any developments or variations of them.

- 7. Photography/Video/Recording; Release.** No photographs, video or recording of the Event shall be made by Client without the prior written consent of ALM, which consent shall be granted in ALM's sole discretion. Client grants ALM the right to photograph and/or film the Client's exhibit and Space (if applicable) and use the Client Marks as well as the Client and Client personnel's likeness, as depicted in such images and/or video recordings, in any and all media for promotional and marketing purposes regarding the Event and other ALM events. Client agrees to procure the foregoing rights from all Client Representatives prior to their participation in the Event and shall provide a written release upon request by ALM.
- 8. Badges.** Client will furnish ALM, in advance, the names of all Client Representatives attending the Event. Client Representatives shall wear proper badge identification furnished by ALM ("Personnel Badges") while attending the Event. Supplying Personnel Badges to any other third party is expressly prohibited. If Client is in violation of this provision, all unauthorized individuals wearing Personnel Badges will be removed from the premises and the Personnel Badges will be confiscated.
- 9. Payment Obligation.** Upon execution of this Agreement, Client agrees to pay ALM a non-refundable deposit in the amount of 50% of the Event Fee. The balance of the Event Fee is payable on or before 90 days prior the first day of the Event. ALM may impose a surcharge of four percent (4%) per month on any outstanding balance (or, if less, the maximum rate permitted by applicable law).
- 10. Cancellation Policy.** Client understands and agrees that if Client cancels this Agreement, the following cancellation fees shall apply:

<b>Time Cancelled Prior to Event:</b>	<b>Payment Obligation of Client:</b>
> 9 months	50% of Event Fee
9 months – 6 months	80% of Event Fee
< 6 months	100% of Event Fee

These provisions are for liquidated damages, not a penalty, and have been incorporated into these Terms and Conditions as a valid pre-estimate of damages. The date of cancellation shall be the date that ALM receives Client's notice.

**11. Impossibility of Performance; Rescheduling of Event.** ALM shall not be in default of the Agreement by reason of its delay in the performance of or failure to perform, in whole or in part, any of its obligations hereunder, if such delay or failure results from occurrences beyond its reasonable control, including without limitation any delays or other interference caused by labor disputes. For clarification and without limitation of the foregoing, a change in the Event name or rescheduling the Event, date or location shall not be deemed a cancellation and in the event of such rescheduling, the Event Fee paid by Client shall be applied to the rescheduled Event.

**12. Representations and Warranties.** Client represents and warrants to ALM as follows: (i) Client has the right, power, and authority necessary to enter into this Agreement and fully perform its obligations hereunder; (ii) Client shall comply with all applicable laws, rules and regulations; (iii) Client's performance of its obligations hereunder and its participation in the Event will not infringe on any third party rights and (iv) any materials provided by Client will not infringe on any third party rights.

**13. Indemnification.** Client agrees to defend, indemnify, and hold harmless ALM and the Venue and their respective parents, subsidiaries, affiliates, employees, officers, directors and agents harmless against any and all claims, losses or damages to persons or property, governmental charges or fines and attorney's fees arising out of (i) any action or failure to act on the part of the Client or Client Representatives and (ii) a breach by Client or Client Representatives of this Agreement.

**14. Limitation of Liability.** Neither ALM, the Venue, nor their respective officers, directors, agents, employees, contractors or other representatives (collectively "Representatives") shall be responsible for the safety or any loss, theft, destruction or damage to property of, or for any injury to, Client or its Representatives for any reason, including without limitation, due to theft, strikes, fire, water, storm, vandalism or other causes (and Client waives all claims against ALM, the Venue and their respective Representatives, and releases all of them from all liabilities, with respect to same). Although ALM will take reasonable precautions to provide a measure of security in protecting exhibits from loss, it is Client's responsibility to insure its property against loss and theft. EXCEPT AS EXPRESSLY



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SET FORTH IN THIS AGREEMENT, ALM EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. UNDER NO CIRCUMSTANCES SHALL ALM BE LIABLE TO CLIENT FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES ARISING FROM THIS AGREEMENT, THE EVENT OR ANY ACTS OR OMISSIONS OF ALM, EVEN IF ALM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ALM'S MAXIMUM AGGREGATE LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, HOWEVER ARISING, OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF ALM'S OBLIGATIONS UNDER THIS AGREEMENT, IN RESPECT OF ANY ONE OR MORE INCIDENTS OR OCCURRENCES DURING THE TERM, SHALL BE LIMITED TO A SUM EQUAL TO THE AMOUNT OF THE EVENT FEE RECEIVED BY ALM FROM CLIENT UNDER THIS AGREEMENT AS OF THE DATE OF SUCH LIABILITY.

- 15. Insurance.** Client understands that neither ALM nor the Venue maintains insurance coverage for Client's property and it Client's responsibility to obtain any such insurance. Client shall, at its expense, obtain from a reputable insurance provider (i) liability and property damage insurance in an amount no less than \$1 million per occurrence, and (ii) workers' compensation insurance covering its employees in at least the statutory amount. Upon request by ALM or the Venue, Client shall provide evidence of such insurance to ALM.
- 16. Governing Law.** If the event city specified in the Agreement ("Event Location") is located in the United States, this Agreement is to be governed by and construed in accordance with the laws of the State of New York and the parties consent to the exclusive jurisdiction of the federal and state courts located New York, New York. If the Event Location is in Canada, this Agreement is to be governed by and construed in accordance with the laws of Ontario and the parties consent to the exclusive jurisdiction of the courts located in Ontario. If the Event Location is in Asia, this Agreement is to be governed by and construed in accordance with the laws of Hong Kong and the parties consent to the exclusive jurisdiction of the courts located in Hong Kong. If the Event Location is outside of the United States, Canada

or Asia, this Agreement is to be governed by and construed in accordance with the laws of the United Kingdom and the parties consent to the exclusive jurisdiction of the courts located in London, England.

- 17. Waiver and Amendment:** No waiver or modification may be made to any term or condition contained in this Agreement, nor may additional terms or conditions be imposed on ALM (including via any invoice delivered to Client or any other license agreements or purchase orders delivered by Client to ALM), unless in writing and signed by ALM. Waiver of any one provision of the Agreement shall not be deemed to be a waiver of any other provision of the Agreement.
- 18. Entire Agreement; Assignment.** This Agreement contains the entire agreement of the parties with respect to the subject matter hereof. Except as otherwise expressly set forth herein, this Agreement may only be modified in a writing signed by both parties. Neither this Agreement nor any part or portion hereof shall be assigned, sublicensed or otherwise transferred by the Client without the prior written consent of ALM, which consent shall not be unreasonably withheld or delayed. ALM may assign this Agreement without the written consent of Client in connection with the transfer or sale of all or substantially all of its business related to this Agreement or in the event of its merger, consolidation, change in control or similar transaction.
- 19. Notices.** Any notices to either party under this Agreement shall be in writing and delivered by email (effective upon confirmation of receipt), hand or sent by nationally recognized messenger service, for example, UPS or FedEx or by registered or certified mail, return receipt requested, to the following address (i) if to ALM, to ALM Media, LLC, 120 Broadway, 5th Floor, New York, New York 10271, Attn: General Counsel; and (ii) if to Client, at the address listed on the Order Form.
- 20. No Partnership.** Each party agrees to perform its obligations hereunder as an independent contractor to the other party, and this Agreement does not create any actual or apparent agency, partnership, joint venture, or relationship of employer and employee between them for any purpose, including taxes or employee benefits. Neither party is authorized to enter into or commit the other party to any agreements, and neither



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party will represent itself as the agent or legal representative of the other party.

**21. Headings.** The headings contained in this Agreement are for convenience only and shall not be interpreted to limit or otherwise affect the provisions of this Agreement.

**22. Confidentiality.** It is agreed and understood that the terms of this Agreement are confidential and therefore not to be made available to any third party without the written consent of the non-disclosing party except for confidential disclosure to a party's affiliates, agents or consultants or as required by law.

**Part B: Exhibit Space**

- 1. Application.** The terms and conditions set forth in this Part B shall only apply to Event Contracts for exhibit space.
- 2. Exhibit Space Assignment.** ALM shall make certain exhibit space (the "Space") available to Client for the duration of the Event, for use in accordance with the terms herein. For clarification, ALM makes no guarantee that the same or similar Space will be held or offered for future events. ALM will make commercially reasonable efforts to honor Client's Space choices, but ALM reserves the right to move or re-allocate such Space after initial assignment, upon reasonable notice to Client but wholly in ALM's sole discretion. ALM will use commercially reasonable efforts to ensure that any such re-assigned Space will be the same or similar size as the original Space. Client agrees that the terms and conditions set forth in this Agreement shall apply to any re-allocated or re-assigned Space.
- 3. Exhibitor Rules; Approved Vendors.** ALM will provide Client with additional information and rules and regulations applicable to the Event ("Exhibitor Rules") which are incorporated by reference herein. Exhibitor Rules shall include, without limitation a list of approved vendors for Event services such as, without limitation, shipment, labor, electrical service, and rental items. Client may only contract for Event services through an approved vendor, unless otherwise agreed in writing by ALM. Client shall communicate to any such vendor that it is bound by the terms of this Agreement, and the Exhibitor Rules and Client shall be liable for any act or omission by such vendor which would, if taken by Client, would constitute a breach thereof.
- 4. Exhibits; Stand Fittings.** Unless otherwise expressly stated, the contract total amount ("Event Fee") set forth in the Event Terms excludes costs associated with exhibition stand fittings. Client is solely responsible for all

exhibition stand fittings which must conform to any stand fitting regulations as set forth in the Exhibitor Rules. Client must obtain ALM's prior written permission to construct any double-decker or multi-story exhibition stands. Drawings of all exhibition stands must be submitted to ALM at least 30 days in advance of the Event. A premium charge shall apply for the inclusion of any additional area that was not previously agreed by the parties in the Event Terms (e.g. vertical booth space), calculated at fifty percent (50%) of the Event Fee, plus all applicable taxes. In addition to approval by ALM, approval of relevant authorities may be required.

**5. Exhibit Contents and Materials.** All Client exhibits, demonstrations and/or other promotional activities in connection with the Event are subject to the prior approval of ALM, which approval shall be granted in ALM's sole discretion. ALM reserves the right to decline, revoke permission or prohibit any Client exhibition or part of any Client exhibition which is not suitable or in accordance with Exhibitor Rules and/or any other rules or regulations promulgated by the Venue. In such cases, ALM shall not be obligated to refund any portion of the Event Fee or and shall not be responsible for any other damages the Client may suffer. All approved exhibition use be confined to the limits of Client's Space and must adhere to and be in accordance with this Agreement. Interference with the light or space of other exhibitions is not permitted. Noise, music, live or recorded announcements, and lighting that are deemed objectionable or excessively loud by ALM, in its sole discretion, may be prohibited, restricted or relocated. Client must procure, at its sole expense, all necessary rights, permissions and consents to use and or display or project any third party intellectual property in the Space. Client agrees to promote only those Client goods and/or services manufactured or distributed by it in the regular course of business. Third parties are expressly prohibited from soliciting business



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in the Space or at the Event, regardless of any affiliation with the Client.

6. **Client Conduct.** Client and each of its officers, agents, employees, or other representatives (collectively, "Client Representatives") shall, at its sole expense, provide adequate staff for maintenance and operation of the Client exhibition during all Event hours and keep its assigned Space clean and in good order. ALM shall have final approval for all arrangements and items displayed in Client's Space and may, at its discretion, require Client to rearrange the placement of exhibition stand materials. Client agrees to abide by (and shall ensure that Client Representatives abide by) standards of decency and civility and not interfere with the use and enjoyment of other exhibitors' exhibits.
7. **Prohibited Activities.** Client and Client Representatives shall not:
  - a. expose an unfinished surface. For clarification, in the event an unfinished surface is not covered by Client, as requested by ALM, ALM reserves the right to have such finishing done and bill the Client for the charges incurred;
  - b. utilize "live" microphones or loudspeaker equipment in any Space, unless specifically authorized in writing by ALM. Notwithstanding the foregoing, laptop computers, portable film, slide and videotape projectors may be utilized in accordance with the terms herein; or
  - c. utilize paper decorations, branches or other flammable material, unless fireproofed.
8. **Decorations, Signs, Etc.** The Event Fee in this Agreement includes standard background, side railings and signage furnished by ALM. Front railings are expressly excluded from the Event Fee. Plans for special exhibition stand work must be submitted in writing at least 90 days before the first day of the Event. All special exhibition stand work must conform with standard backwall and side rail dimensions fixed by ALM. All bunting, draperies, and other fabrics must be fireproof. If union labor is required to be used, all exhibition stand and installation work must be performed by the applicable union labor having jurisdiction.
9. **Installation Set Up and Removal.** Client agrees to use due care and diligence and comply with the Exhibitor Rules and all other applicable laws and regulations when installing, constructing, operating and dismantling its exhibits. All displays must be fully set up prior to the opening

of the Event, and all exhibits must be open for business during all Event hours. In addition, Client may not dismantle its exhibit until the Event closes according to the time and date specified by ALM. When vacated, Client shall ensure that the Space shall be left in substantially the same condition it was prior to the Event. Client shall not injure or deface floors or walls and shall clear and/or remove all belongings.

10. **Exhibit Space and Rates.** Client agrees that all Event Fees, or any other agreed amounts payable to ALM, must be paid to ALM prior to installation of Client's exhibit in the Space at the Event. If Client fails to pay any or all such fees in a timely manner, then ALM, in its sole discretion, may reassign or cancel the Client's Space. In the event that Client pays the Event Fee after such reassignment, ALM, in its sole discretion, will assign such other exhibit Space, if then available, which ALM in its sole discretion, deems appropriate. Client remains liable for payment of the Event Fee set forth in this Agreement, subject only to the applicable cancellation schedule set forth herein. Client shall be responsible for all collection costs and legal fees incurred by ALM in connection with collecting fees due under this Agreement. ALM shall have the right to offset the amount of any obligation owed to ALM against any amount owed by ALM to Client or to apply any payments to any other amount owed by Client to ALM.
11. **Sponsorship Permissions, Promotional Materials and Give-Aways.** Sample articles, premiums, novelties, souvenirs and printed educational and promotional materials must be pre-approved by ALM before distribution at the Event and may only be distributed from the confines of the Client's Space. Any such Client material must be made available to all Event attendees as long as supplies last. Without limitation of the foregoing, all promotional materials, including without limitation sales pitches, opening remarks and all other content is subject to prior written approval of ALM, which may be withheld or withdrawn in ALM's sole discretion. All items distributed at the Event outside of the Client Space, such as hotel room drops, seat distributions, and give-aways, must be pre-approved in writing by ALM and may be subject to additional fees (unless the Event Fee expressly includes such distributions).
12. **Payment Obligation.** In addition to the terms set forth in the Payment Obligation provision in Part



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A, Space and exhibit set-up and/or installation is contingent on payment in full of the Event Fee and compliance with the terms of this Agreement.

- 13. Cancellation Policy.** In addition to the terms set forth in the Cancellation Policy provision in Part A, Client understands and agrees that upon any such default, ALM may, in its sole discretion, promptly resell the Space to another exhibitor without any rebate or allowance whatsoever to the Client and without in any way releasing the Client from any liability hereunder.
- 14. Indemnification.** In addition to its indemnification obligations set forth in Part A of this Agreement,

Client agrees to protect, defend, indemnify, save and hold harmless ALM and the Venue and their respective parents, subsidiaries, affiliates, employees, officers, directors and agents harmless against any and all claims, losses or damages to persons or property, governmental charges or fines and attorney's fees arising out of the installation, removal, maintenance, occupancy or use of the exhibit and/or Space or a part thereof.

**Part C: Sponsorships**

- 1. Application.** The terms and conditions set forth in this Part C shall only apply to Event Contracts for sponsorships.
- 2. Client Materials.** Client shall provide at its cost (i) all artwork relating to its name, logos and other Client Marks and all other required creative materials ("Creative Materials") within the deadlines set by ALM, and (ii) such other information as may be requested by ALM, including samples of any advertising material or any products that are to be promoted in association with the Event, in each case for prior approval by ALM. Client grants ALM the non-exclusive, non-transferable, royalty-free right and license, during the Term, to use the Client Marks and Creative Materials in the form and manner approved by Client solely to enable ALM to perform its obligations hereunder. Client shall not (i) distribute any promotional materials referencing the Event and/or using the ALM Marks ("Promotional Materials") until it has

received written confirmation from ALM approving the materials; (ii) engage in any joint promotion with any third party in relation to the Event without the consent of ALM, or (iii) use or permit the use of the Rights in a manner that will disparage the Event or be otherwise prejudicial or defamatory to the image or reputation of the Event, ALM or the Venue. Client shall promptly comply with all instructions and directions issued by or on behalf of ALM in connection with the Event and its promotion (including without limitation any instructions or directions given in relation to use of the Event facility at which the Event is being held). ALM shall not be responsible for any failure or delay in providing any of the rights under this Agreement if such failure or delay occurs directly or indirectly as a result of Client's failure or delay in complying with any of ALM's instructions or directions.

**Last Updated:** January 9, 2017

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