

# SHOPPE OBJECT

## *LICENSE AGREEMENT TERMS AND CONDITIONS*

- 1. Shoppe Object.** Shoppe Object Owner LLC (“Shoppe Object”) shall manage the applicable event (the “Show”) at the venue or venues (the “Venue”), both identified in the above sections/pages (“Page 1”).
- 2. Application Acceptance.** If Shoppe Object accepts the Application, Exhibitor shall receive a license (the “License”) to participate in the Show as an exhibitor. The License permits Exhibitor to occupy and utilize the booth area or other space assigned to it by Shoppe Object (the “Exhibit Space”) to exhibit permitted products at the Show and to utilize, where applicable, Shoppe Object provided services. Exhibitor acknowledges that its deposit shall be processed by Shoppe Object upon receipt, but that such processing does not constitute an acceptance of the Application and does not grant Exhibitor a License. Shoppe Object reserves the right, in its sole and absolute discretion, to select exhibitors permitted to exhibit at the show, and the exhibit hall, area and number of booths in which an exhibitor will be allowed to exhibit. Exhibitor hereby acknowledges and represents to Shoppe Object that Exhibitor has received and thoroughly read, understood and agrees with these License Agreement, Terms and Conditions and Page 1.
- 3. License Agreement.** The “License Agreement” includes: these License Agreement, Terms and Conditions, Page 1, Exhibitor Manual, any Shoppe Object attachment hereto or thereto and any other terms incorporated by reference herein or therein (as each may be amended solely by a duly authorized representative of Shoppe Object), and the rules and regulations of the Venue.
- 4. Interpretation.** Shoppe Object shall, in its sole discretion, determine any dispute or conflict with respect to any matters not specifically covered by the License Agreement. Shoppe Object shall have full power in the matter of interpretation, amendment and enforcement of the License Agreement.
- 5. Payment; Late Fees; Collection Fees.** Exhibitor shall pay to Shoppe Object all amounts due in accordance with Page 1. All fees due must be paid in full before Exhibitor shall be permitted to occupy the Exhibit Space. Failure to make payments pursuant to Page 1 shall subject Exhibitor to the late fee specified on Page 1 on all past-due balances owed to Shoppe Object. Checks returned for insufficient funds will be charged a \$100 processing fee. Exhibitor shall pay any collection costs incurred by Shoppe Object in collecting such balances owed, including, but not limited to, court costs, collection fees and attorney’s fees.
- 6. Cancellation, Withdrawal & Downsizing; Liquidated Damages.** The parties agree that quantifying losses arising from Exhibitor’s cancellation, withdrawal or downsizing of the Exhibit Space is inherently difficult, as Shoppe Object shall incur expenses, allocate resources and take other actions in connection with the tasks necessary to facilitate and manage the Show. The parties further agree that the agreed upon sum is not a penalty, but rather a reasonable measure of damages based upon the parties’ experience in the exhibition industry and the nature of the losses

that may result from such cancellation, withdrawal or downsizing of Exhibit Space. Exhibitor must provide written notice to Shoppe Object for any cancellation, withdrawal or downsizing. The date Shoppe Object receives such notice shall be the effective date of such cancellation, withdrawal or downsizing (the "Effective Date"). Any cancellation, withdrawal or downsizing by Exhibitor entitles Shoppe Object to (1) a US\$1,000 processing fee and (2) if such notice is not received within 60 days of the Show, 100% of the original booth fee. If, at the Effective Date, Exhibitor has already paid fees in an amount greater than the liquidated damages amount owed, Shoppe Object shall refund the difference between the amount already paid and the liquidated damages amount to Exhibitor. Any cancellation by Shoppe Object due to any Force Majeure as defined in Section 33 entitles the Exhibitor to receive the entire deposit, less \$2500 which will be applied towards Shoppe Online.

7. **Advertisements.** All advertisements in any media with signed insertion orders are non-cancelable and non-refundable. All requests for advertisements are subject to Shoppe Object approval. Shoppe Object may, at its sole discretion, reallocate any advertisement space. Shoppe Object may offer new advertisement products or positions throughout the Show cycle that may not be listed on the License Agreement.

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

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

10. **Eligible Exhibits.** Exhibitor shall exhibit materials, products or services directly related to the Show's industries and of specific interest to attendees. Shoppe Object reserves the right to determine the eligibility of any product for display. Only Exhibitor's name or logo may appear on signage placed on the Exhibit Space and in the Show exhibitor list. No exhibits or advertising shall be allowed to extend beyond or above the back and side rails of the Exhibit Space, without Shoppe Object's prior written consent. Exhibits for the purpose of soliciting prospective employees, and employee-recruiting activity of any kind, are prohibited, without Shoppe Object's prior written consent.

Only Exhibitor's products may be displayed in the Exhibit Space. Exhibits must be used solely for the purpose of promoting Exhibitor's products and/or services and shall not be used for other business purposes. Exhibitor shall not use the Exhibit Space to promote any other exhibition or conference without Shoppe Object's prior written consent. Shoppe Object rulings with regard to any Exhibit Space use are final.

Exhibitor's exhibit shall be admitted and permitted to remain solely by strict compliance by Exhibitor with the License Agreement. Shoppe Object reserves the right to reject, eject or prohibit any exhibit, in whole or in part, Exhibitor or any of its representatives, upon Shoppe Object's good faith determination that the same is not in accordance with the License Agreement. Shoppe Object shall provide no refunds in the event of such rejection, ejection or prohibition.

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

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

**12. Intellectual Property.** Shoppe Object expects Exhibitor to respect the intellectual property rights of other parties. Exhibitor shall not display any product that is counterfeit or in any way infringes trademarks, copyrights, patents or other intellectual property of a third party. Exhibitor warrants that the names, logos, art work and other content Exhibitor or its agents submitted for use in any media (including, but not limited to, ads, the Show website or any Show publication) shall not infringe the intellectual property rights of any third party and shall not contain anything which is libelous, obscene, indecent, blasphemous or in any way unlawful. In cases of documented intellectual property infringements, Shoppe Object reserves the right to exclude the infringer from current and future Shows. However, this stipulation does not create an obligation for Shoppe Object to take such action. Shoppe Object does not accept liability for intellectual property infringements that may be committed by an exhibitor.

**13. Intellectual Property Disputes Between Exhibitors; Service of Process & Orders.** Neither Exhibitor nor its agents (including, but not limited to, legal counsel or process servers) shall serve process on any other exhibitor during the hours the Show is open to attendees. If Exhibitor has obtained a judicial/administrative relief order against another exhibitor, and Exhibitor has no reasonable alternative to serving such order on the other exhibitor during the Show, then Exhibitor or its agent shall use their best efforts to serve such order during the hours the Show is closed to attendees. Notwithstanding the foregoing, Exhibitor shall provide Shoppe Object written notice of the order obtained (including a copy of such order) so that a Shoppe Object representative may escort Exhibitor or its agent to the booth of the exhibitor to be served and minimize any disruption to the Show caused by such service. Exhibitor agrees to use its best efforts to resolve any intellectual property disputes with other exhibitors by no later than one week prior to the Show's first move-in day for Exhibitors and in a location other than the Venue.

14. **No Sub-Licensing.** Exhibitor shall not sub-license, assign or transfer the Exhibit Space. Exhibitor shall not permit any person other than Exhibitor to occupy or conduct business in Exhibit Space, or any part thereof, without Shoppe Object's prior written consent.

15. **No Assignment.** This License Agreement (and License granted hereunder) is non-assignable by Exhibitor. Any attempted assignment of the License Agreement or License by Exhibitor shall be null and void and shall constitute a breach, resulting in termination of the License Agreement and cancellation of the License. Shoppe Object may assign the License Agreement at any time to its affiliate or any owner/purchaser of the Show, by operation of law or otherwise.

16. **Exhibitor Conduct.** Retail sales are prohibited during the Show and entitle Shoppe Object to shut down the Exhibit Space and remove Exhibitor from the Venue. Subject to the foregoing, Exhibitor may distribute samples, souvenirs, permitted publications and similar items, or conduct other sales or sales promotion activities only from within the Exhibit Space. Shoppe Object retains sole discretion to approve, control or prohibit which samples and other items may be distributed and where such samples may be distributed. Any Exhibitor demonstration, distribution or activity that results in obstruction of aisles or prevents ready access to other exhibitors' booths is prohibited and shall be suspended permanently or for any periods specified by Shoppe Object.

17. **Exhibitor Representatives; Exhibit Space.** Exhibitor representatives shall be restricted to Exhibitor's employees and authorized representatives and must be 18 years of age or older. Shoppe Object may, in its sole discretion, limit the number of Exhibitor's representatives in the Exhibit Space. Exhibitor's representatives shall at all times wear badge identification furnished by Shoppe Object. Exhibitor acknowledges that it shall require its representatives to dress and conduct themselves in an appropriate and professional manner. Shoppe Object reserves the right to determine, in its sole discretion, whether the character and attire of Exhibitor's representatives is acceptable. Exhibitor representatives must staff the Exhibit Space during all hours the Show is open. Shoppe Object may use tents and/or temporary exhibition facilities, as it deems necessary in its sole discretion.

18. **Default in Occupancy.** The actual occupancy by Exhibitor of the Exhibit Space is a material obligation of Exhibitor and is of the essence of the License Agreement. If the Exhibit Space is not occupied by the time set for completion of installation of displays, the Exhibit Space may be re-possessed by Shoppe Object for any purpose it may see fit without in any way releasing Exhibitor from any liability hereunder.

19. **Outboarding.** Exhibitor's use of hotel suites, private rooms, restaurants, recreational vehicles or other places for exhibits, displays, sales or other official Exhibitor functions during the business hours of the Show is prohibited, without Shoppe Object's prior written consent. Upon discovery of an outboarding violation, Exhibitor shall be deemed to be in material breach of its obligations hereunder.

20. **Safety and Fire Laws; Electrical Safety; No Smoking.** Exhibitor must strictly observe all applicable fire and safety laws and regulations. Drapes and all other cloth decorations must be flameproof. Wiring must comply with local fire department, governmental agency fire inspection ordinances and underwriters' rules. Smoking (including electronic cigarettes) in the Venue is forbidden. Crowding shall be restricted, and aisles and fire exits must not be blocked at any time.

Products for display, signage, banners and decorations must not violate applicable fire codes. No storage behind exhibits is provided or permitted. Display wiring must exhibit all applicable seals of official approving agencies as may be required by the Venue. All displays must meet the building codes of the city in which the Show takes place.

**21. Exhibitor Breach.** If Exhibitor breaches any of its obligations under the License Agreement, (1) Shoppe Object may immediately, without notice, prohibit Exhibitor from exhibiting at the Show and all future shows and exhibitions run by Shoppe Object and terminate the License hereunder, (2) Shoppe Object shall retain all amounts paid hereunder and Exhibitor shall pay Shoppe Object any remaining balance outstanding according to Page 1 and (3) Shoppe Object may pursue any other legal or equitable remedies to which it is entitled. Further, Shoppe Object may thereupon direct Exhibitor to immediately remove its employees, any of its representatives and agents, its merchandise and other property from the Venue.

**22. Resolution of Certain Disputes.** If there is a dispute or disagreement between (1) Exhibitor and an official contractor, (2) Exhibitor and a labor union or labor union representative or (3) Exhibitor and one or more exhibitors, Shoppe Object's interpretations of the rules governing the Show and its actions or decisions concerning the dispute or disagreement and its resolution shall be binding on Exhibitor.

**23. Exhibitor Directory, Show Website & Show Publications.** Exhibitor authorizes Shoppe Object to publish Exhibitor's directory entry on the Show website, in the official catalogue for the Show and in any other directory relating to the Show or relevant industry. Exhibitor is required to complete its own directory entry on the Show website. If Exhibitor fails to complete its directory entry on the Show website, Shoppe Object shall be entitled to enter Exhibitor's details from Page 1 and an exhibit description from a previous Show year (if available) on its behalf. Shoppe Object shall not be liable for any omissions, misquotations or other errors, including, without limitation, any which appear in the Show directory, on the Show website, in the official catalogue of the Show or any other media.

**24. Publicity & Promotion; Permissions.** Exhibitor gives Shoppe Object the permission to use Exhibitor's name, logo and products and the likeness of any person or products exhibited in all media formats (whether now known or hereafter existing) in connection with the promotion and publicity of the Show. Exhibitor waives the right to inspect or approve the finished product. Exhibitor also waives all rights to royalties or other compensation arising out of or related to use of Exhibitor's name, logo and products and the likeness of any Exhibitor personnel in such advertising media.

**25. Photography.** Photographing other exhibitors' booths or products is strictly prohibited, and such violations may result in ejection from the Show and/or confiscation of camera equipment.

**26. Damage to Property.** Exhibitor is liable for any damage it or its agents cause to the Venue's floors, ceilings, walls or columns, or to standard booth equipment, or to other exhibitors' property.

**27. Indemnity.** Exhibitor shall indemnify and hold harmless Shoppe Object, sponsors, the Venue owner, and the city in which the Show is being held if the city owns the Venue, and each of their respective officers, directors, employees and other agents, from and against all claims, losses, suits,

damages, judgments, expenses, costs (including, without limitation, reasonable legal fees) and charges of every kind arising out of or resulting from (1) its execution of the License Agreement or its occupancy of the Exhibit Space or presence at the Show, (2) the actions, inactions or negligence of Exhibitor, its agents, representatives or employees (including Exhibitor appointed contractors), (3) the breach by Exhibitor of the intellectual property rights of any third party, whether knowingly or unknowingly, and whether intentionally or unintentionally (including, but not limited to, the sale or distribution of pirated goods and counterfeits/"knock-offs" of existing products and services), (4) Exhibitor's submissions to Shoppe Object related but not limited to ads, Exhibitor director, the Show website and Show publications (5) Exhibitor's allegations of infringement against another exhibitor, including Exhibitor's service of process on another exhibitor, (6) Exhibitor's service of a judicial/administrative order on another exhibitor, (7) Exhibitor's use of music or (8) Exhibitor's violations of any legal and/or regulatory requirements.

**28. Limitation of Liability.** Shoppe Object shall not be responsible for and shall have no liability resulting from loss or damage to displays or goods belonging to Exhibitor, whether resulting from, without limitation, fire, storms, acts of God, air conditioning or heating failure, theft, pilferage, disappearance, bomb threats, roof leaks, Exhibitor booth visitors and guests, shipments coming in or out of the Venue or Exhibit Space, inadequately packed property or other causes. All such items are brought to the Show and displayed at Exhibitor's own risk, and should be safeguarded at all times. If Exhibitor's products to be exhibited and/or display materials fail to arrive, Exhibitor is nevertheless responsible for License fees. Shoppe Object shall provide the services of a protective agency during the period of installation, show and dismantling, and Exhibitor agrees that the provision of such services constitutes adequate discharge of all obligations of Shoppe Object to supervise and protect Exhibitor's property within the Show. Exhibitor may furnish additional guards at its own cost and expense only with the prior written consent of Shoppe Object. Shoppe Object makes no representations or warranties with respect to the number of attendees or the demographic nature of such attendees.

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

**30. Insurance.** Exhibitor shall maintain at its sole cost and expense and throughout the duration of the Show Commercial General Liability (the "CGL") insurance coverage with a minimum combined single limit of US\$1,000,000, covering bodily injury (including death), personal injury, and property damage liability, with extraterritorial coverage. Such CGL insurance shall name as additional insureds Shoppe Object, the Venue owner, the city in which the Show is being held if the city owns the Venue and any additional party Shoppe Object may reasonably request. Exhibitor shall also maintain at its sole cost and expense Workers Compensation insurance in an amount compliant with at least the statutory minimum, for employees participating in the Show, as required by law. Exhibitor's failure to comply with the insurance requirements in this Section shall not relieve Exhibitor of its indemnification obligations pursuant to the Indemnity section above. Exhibitor understands that neither Shoppe Object nor the Venue maintains insurance covering Exhibitor's property, and it is the sole responsibility of Exhibitor to obtain such insurance. Exhibitor must



maintain property insurance covering Exhibitor's property on an "all risk" basis at all times, including, without limitation, when (as applicable) property is stored in vaults on the Show floor. Certificates of Insurance must be provided to Shoppe Object at least 30 days before the relevant Show, or a \$100 fee will be automatically assessed against Exhibitor's deposit.

**31. Venue Utilities.** Exhibitor understands and acknowledges that all utilities including, but not limited to, electrical, water, heating, ventilation, and air conditioning are provided by the show facility and not by Shoppe Object and as such, Shoppe Object assumes no responsibility for any disruption in service.

**32. Non-Force Majeure Changes to Dates, Times, Venue, Names or Exhibit Space by Shoppe Object.** Shoppe Object retains the absolute right to cancel, change or modify the Venue and Exhibit Space assignment of any exhibitor, in its sole and absolute discretion, for any or no reason, with or without cause. Exhibitor also recognizes and understands that circumstances may arise immediately prior to or during the Show that may also make it necessary for Shoppe Object to change or cancel Exhibit Space, or make the Exhibit Space available to the Exhibitor for fewer days and/or fewer hours than had previously been confirmed. Shoppe Object reserves the right to change naming of the Show and/or related events and may do so at any time. If such change occurs, Shoppe Object may change, amend or modify signage and all other show related materials to reflect the new name. Shoppe Object shall not be liable for any costs, damages, fees or other expenses of Exhibitor as a result of any such changes. Additionally, Shoppe Object reserves the right to relocate Exhibitor to any exhibit space within the Venue at any time, for any reason or no reason, with or without cause. Shoppe Object may retain any portion of Exhibitor's License fee paid pursuant to Page 1 and such amount shall be applied as though no change in dates, times, names, Venue or Exhibit Space relocation had occurred. Any remaining payments due from Exhibitor shall be due in accordance with Page 1. Any cancellation of the License or withdrawal from the Show by Exhibitor due to any change in dates, times, Venue, names or exhibit space assignment shall be subject to liquidated damages as shown in Section 6 above.

**33. Force Majeure.** If the Venue shall become, in the sole discretion of Shoppe Object, unfit for occupancy, or the holding of the Show or the performance of Shoppe Object under the License Agreement are interfered with by virtue of a Force Majeure (as defined below), the License Agreement and/or the Show (or any part thereof) may be terminated by Shoppe Object or the Show (or any part thereof) maybe postponed and/or re-located by Shoppe Object. Shoppe Object shall not be responsible for delays, damage, loss, increased costs or other unfavorable conditions arising by virtue of Force Majeure. A "Force Majeure" shall include, but not be limited to: fire; casualty; flood; epidemic; pandemic; World Health Organization travel advisory or travel alert; earthquake; explosion or accident; blockade embargo; inclement weather; governmental restraints; restraints or orders of civil defense or military authorities; act of public enemy; riot or civil disturbance; act or threatened act of terrorism, strike, lockout, boycott or other labor disturbance; Venue cancellation, inability to secure sufficient labor; technical or other personnel failure; impairment or lack of adequate transportation facilities; inability to obtain condemnation, requisition

or commandeering of necessary supplies or equipment; local, state or federal laws, ordinances, rules, orders, decrees or regulations whether legislative, executive or judicial, and whether constitutional or unconstitutional; or acts of God or any other cause or causes not reasonably within the control of Shoppe Object.

**34. Termination of License Agreement and/or Show.** If Shoppe Object terminates the License Agreement and/or the Show (or any part thereof) as a result of a Force Majeure, then Shoppe Object may retain such part of the License fee as shall be required to recompense it for expenses incurred up to the time such contingency shall have occurred, and there shall be no further liability on the part of either party. Shoppe Object shall not be liable for any costs, damages, fees or expenses of Exhibitor as a result of such termination.

**35. Postponement; Relocation.** If Shoppe Object postpones and/or relocates the Show (or any part thereof) as a result of a Force Majeure, then Shoppe Object shall be entitled to retain the portion of the License fee paid to date and said amount shall be applied to the Show as though no postponement and/or re-location of Venue had occurred. Any remaining payments from Exhibitor shall be due in accordance with Page 1. If Exhibitor cancels participation because Shoppe Object postpones and/or re-locates the Show, Exhibitor shall be subject to liquidated damages in Section 6 above. Further, Shoppe Object shall not be liable for any costs, damages, fees or expenses of Exhibitor as a result of such postponement and/or re-location. Governing Law; Forum Selection Clause. This License Agreement is deemed to be entered into in the State of New York and governed by the laws of the State of New York, without regard to its conflicts of laws principles. Exhibitor consents to the jurisdiction of the state and federal courts of the State of New York for the resolution of any and all disputes and claims arising in connection with the License Agreement. Shoppe Object, however, shall not be obligated to enforce its rights in the State of New York, and instead, may enforce its rights in any other proper jurisdiction. Exhibitor waives any claims as to lack of personal or subject matter jurisdiction and agrees that it is subject to the jurisdiction of the State of New York.

**36. Reservation of Rights.** Shoppe Object reserves the right to take any action that is reasonably necessary in the sole judgment of Shoppe Object for the protection of the Show and/or the participants, including, but not limited to, exhibitors and attendees.

**37. Entire Agreement; Integration of License Agreement; Non-Reliance.** This License Agreement contains the entire agreement between Shoppe Object and Exhibitor. Exhibitor acknowledges that in entering into the License Agreement it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in the License Agreement.



# SHOPPE ONLINE

## *LICENSE AGREEMENT TERMS AND CONDITIONS*

This License Agreement (“**Agreement**”) is made as of the date set forth below, between the Exhibitor (the “**Exhibitor**”) as defined in the above sections (“**document**”), and Shoppe Object Owner LLC d/b/a Shoppe Online (“**Shoppe Object**”). By this Agreement, the Exhibitor shall receive a license to participate in Shoppe Online, a virtual b2b ecommerce platform that will run August 1, 2022 - February 1, 2023 (the “**Virtual Marketplace**”), on the following terms and conditions:

- 1. SHOPPE ONLINE.** Shoppe Object shall manage the Virtual Marketplace from August 1, 2022 - February 1, 2023 (the “**Online Event Period**”), on [www.shoppeobject.com](http://www.shoppeobject.com) (the “**Venue**”).
- 2. Application Acceptance.** If Shoppe Object accepts the Exhibitor’s Application to participate in the Virtual Marketplace, the Exhibitor shall receive a license (the “**License**”) to participate in the Virtual Marketplace as an exhibitor. The License permits the Exhibitor to create a brand company profile and product showcases subject to the review and ultimate discretion of Shoppe Object (the “**Virtual Exhibit Space**”) to exhibit permitted products at the Virtual Marketplace and to utilize, where applicable, Shoppe Object provided services. Exhibitor agrees that a deposit of 50% of the fee (the “**Deposit**”) must be paid to Shoppe Object upon signing of this agreement in order for the application of Exhibitor to be considered complete. The remaining 50% must be paid to Shoppe Object by July 1, 2022 in order to participate in the Virtual Marketplace. Shoppe Object reserves the right, in its sole and absolute discretion, to select Exhibitors permitted to exhibit at the Virtual Marketplace. Exhibitor hereby acknowledges and represents to Shoppe Object that Exhibitor has received and thoroughly read, understands and agrees with the terms and conditions set forth in this Agreement and in the above document.
- 3. License Agreement.** Exhibitor understands and agrees that this Agreement and any reference thereto collectively includes the above document hereto, the Exhibitor Manual and any other Shoppe Object attachment hereto or thereto, any other terms incorporated by reference herein or therein (as each may be amended solely by a duly authorized representative of Shoppe Object), and the rules and regulations of the Venue.
- 4. Interpretation.** Shoppe Object shall, in its sole discretion, determine any dispute or conflict with respect to any matters not specifically covered by the License Agreement. Shoppe Object shall have full power in the matter of interpretation, amendment and enforcement of the License Agreement.

**5. Amendments.** This Agreement may be amended at any time without prior notice by Shoppe Object. The Exhibitor shall receive notice within 3 days of any amendments to this Agreement by a duly authorized representative of Shoppe Object and the Exhibitor shall be subject to the provisions of the Agreement as so amended when written notification is sent to Exhibitor (which may be communicated by e-mail).

**6. Payment; Collection Fees.** Exhibitor shall pay to Shoppe Object all amounts due in accordance with the above document. All fees due must be paid in full before Exhibitor shall be permitted to participate in the Virtual Marketplace. Exhibitor understands and agrees that Checks returned for insufficient funds will be charged a \$100 processing fee. The Exhibitor hereby agrees that it shall pay any and all collection costs incurred by Shoppe Object in collecting such outstanding balances owed, including, but not limited to, court costs, collection fees and attorney's fees. Under no circumstances will the Exhibitor be permitted to participate in the Virtual Marketplace and/or occupy its virtual exhibit space if full payment has not been received prior to the Online Event Period launch.

**7. Cancellation, Withdrawal & Downsizing; Liquidated Damages.** The parties agree that quantifying losses arising from Exhibitor's cancellation or withdrawal is inherently difficult, as Shoppe Object shall incur expenses, allocate resources and take other actions in connection with the tasks necessary to facilitate and manage the Virtual Marketplace. Any cancellation, withdrawal or downsizing by Exhibitor shall entitle Shoppe Object to (1) a US\$1,000 processing fee and (2) if such notice is within 45 days of the Virtual Marketplace launch, 100% of the original fee. If, at the Effective Date, Exhibitor has already paid fees in an amount greater than the liquidated damages amount owed, Shoppe Object shall refund the difference between the amount already paid and the liquidated damages amount to Exhibitor. The parties further agree that the agreed upon sum described in this Section 7 is not a penalty, but rather a reasonable measure of damages based upon the parties' experience in the industry and the nature of the losses that may result from such cancellation or withdrawal from the Virtual Marketplace.

**8. Advertisements.** Exhibitor understands and agrees that all advertisements in the media, including but not limited to all trade papers and social media mediums are subject to Shoppe Object approval and such approval may be given in the sole discretion of Shoppe Object. Exhibitor understands that all advertisements in any media with signed insertion orders are non-cancelable and non-refundable. Shoppe Object may, at its sole discretion, reallocate any advertisement space as it sees fit. Shoppe Object may offer new advertisement products or positions throughout the Virtual Marketplace cycle from time to time.

**9. Set-off.** Shoppe Object hereby reserves the right to set-off against any amount which may be due from Shoppe Object to the Exhibitor, any amounts owed to Shoppe Object or its affiliates by Exhibitor or its affiliates for any reason.

**10. Eligible Exhibits.** Exhibitor shall exhibit materials, products or services directly related to the Virtual Marketplace's industries and of specific interest to the intended audience of the Virtual Marketplace as described in discussions between the Exhibitor and Shoppe Object. Shoppe Object reserves the right to determine the eligibility of any product the Exhibitor would like to display. Only Exhibitor's name or logo may appear in the Virtual Marketplace Exhibitor list. Any exhibits for the purpose of soliciting prospective employees, and employee-recruiting activity of any kind, are strictly prohibited, without Shoppe Object's prior written consent.

Exhibitor understands and agrees that only Exhibitor's products may be displayed in the Virtual Marketplace. Exhibits must be used solely for the purpose of promoting Exhibitor's products and/or services and shall not be used for other business purposes. Exhibitor shall not use the Virtual Marketplace to promote any other exhibition or conference without Shoppe Object's prior written consent. Shoppe Object's decision with regard to whether or not to approve any product to be displayed on the Virtual Marketplace is final.

Exhibitor's exhibit of products shall be admitted and permitted to remain solely by strict compliance by the Exhibitor with this Agreement. Shoppe Object reserves the right to reject, eject or prohibit any exhibit, in whole or in part, Exhibitor or any of its representatives, upon Shoppe Object's good faith determination that the same is not in accordance with this Agreement. Shoppe Object shall provide no refunds in the event of such rejection, ejection or prohibition. Exhibitor understands that only the owner or legal U.S. distributor may exhibit such brand at the Virtual Marketplace. Exhibitor hereby represents that it has the authority to execute this Agreement and participate in the Virtual Marketplace. Exhibitor agrees to list its participating principals as the exhibitors-of-record. Shoppe Object reserves the right to verify the identity and status of the brand's owner and the legal U.S. distributor. In the event of a conflict between a brand's owner and U.S. distributor, Exhibitor understands and agrees that the brand's owner shall have the sole right to exhibit such brand at the Virtual Marketplace.

**11. Intellectual Property.** Shoppe Object expects Exhibitor to respect the intellectual property rights of other parties. Exhibitor agrees that it shall not display any product that is counterfeit or in any way infringes trademarks, copyrights, patents or other intellectual property of a third party. Exhibitor warrants that the names, logos, art work and other content Exhibitor or its agents submitted for use in any media (including, but not limited to, ads, the Virtual Marketplace website or any Virtual Marketplace publication) shall not infringe the intellectual property rights of any third party and shall not contain anything which is libelous, obscene, indecent, blasphemous or in any way unlawful. In cases of documented intellectual property infringements, Shoppe Object reserves the right to exclude the infringer from current and future Virtual Marketplace. However, this stipulation does not create an obligation for Shoppe Object to take such action. Exhibitor understands that Shoppe Object shall not be held liable for any intellectual property infringements that may be committed by an exhibitor at the Virtual Marketplace.

**12. Limitation of Liability.** Exhibitor shall indemnify and hold harmless Shoppe Object, the Virtual Marketplace's owner(s) and sponsors, our tech partners and each of their respective officers, directors, employees and other agents, from and against all claims, losses, suits, damages, judgments, expenses, costs (including, without limitation, reasonable legal fees) and charges of every kind arising out of or resulting from (1) its execution of the Agreement or its occupancy of the virtual exhibit space or presence at the Virtual Marketplace, (2) the actions, inactions or negligence of Exhibitor, its agents, representatives or employees (including Exhibitor appointed contractors), (3) the breach by Exhibitor of the intellectual property rights of any third party, whether knowingly or unknowingly, and whether intentionally or unintentionally (including, but not limited to, the sale or distribution of pirated goods and counterfeits/"knock-offs" of existing products and services), (4) Exhibitor's submissions to Shoppe Object related but not limited to ads, Exhibitor director, the Venue website and Virtual Marketplace publications

(5) Exhibitor's allegations of infringement against another exhibitor, including Exhibitor's service of process on another exhibitor, (6) Exhibitor's service of a judicial/administrative order on another exhibitor, (7) Exhibitor's use of music or (8) Exhibitor's violations of any legal and/or regulatory requirements.

Shoppe Object makes no representations or warranties with respect to the number of attendees or the demographic nature of such attendees.

Although Shoppe Object shall attempt to ensure the integrity of the Virtual Marketplace, Shoppe Object reserves the right to modify, suspend, extend or terminate the Virtual Marketplace or any part thereof if Shoppe Object determines, in its sole discretion, that the Virtual Marketplace or any part thereof are delayed, disrupted, technically impaired, or corrupted by infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical problems, failures, malfunctions or other causes beyond Shoppe Object's control which may have destroyed, corrupted or undermined the security, integrity or feasibility of the Virtual Marketplace or any portion thereof as contemplated herein. In the event the Virtual Marketplace is terminated for any reason beyond Shoppe Object's control, Shoppe Object shall not be liable to Exhibitor in any way and Shoppe Object shall have no further financial obligations to the Exhibitor. Shoppe Object is not responsible for the actions of any other exhibitors at the Virtual Marketplace, including any Exhibitor's attempt to circumvent or otherwise interfere with the security, integrity, or proper conduct of the Virtual Marketplace. Exhibitor's interactions with third parties, including guest/s and other Virtual Marketplace exhibitors, in connection with the Virtual Marketplace, are solely between Exhibitor and such third party. Exhibitor acknowledges and agrees that Shoppe Object will not be responsible for any damages, losses, costs, expenses, or liabilities incurred as the result of such interactions. Exhibitor hereby releases Shoppe Object from any and all claims, costs, injuries, losses or damages of any kind, relating to any of the following:

- (i) human or technical problems, failures, or malfunctions of any kind, whether originating with Shoppe Object, Virtual Marketplace exhibitors, or otherwise, that may prevent or limit Exhibitor's participating in the Virtual Marketplace hereunder;
- (ii) any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, hacks, unauthorized access, delayed computer transmissions or network connections in connection with the Virtual Marketplace or any part thereof;
- (iii) any problems or technical malfunction of any network or lines, servers or providers, equipment or software, including any injury or damage to Exhibitor or Exhibitor's property resulting from participation in the Virtual Marketplace or any part thereof; or
- (iv) the actions or inactions of any Virtual Marketplace exhibitors, including, but not limited to violations of and noncompliance with any terms and conditions related to the Virtual Marketplace; fraud or deception in participating in the Virtual Marketplace; or failure to conduct themselves in accordance with generally accepted decorum.

THE VIRTUAL MARKETPLACE AND THE SECURITY MEASURES USED BY SHOPPE OBJECT TO PROTECT THE VIRTUAL MARKETPLACE AND THE INTELLECTUAL PROPERTY THERETO ARE PROVIDED "AS-IS" AND WITH NO WARRANTIES, GUARANTEES, CONDITIONS, ASSURANCES OR OTHER TERMS THAT SUCH VIRTUAL MARKETPLACE OR SECURITY MEASURES WILL BE FREE FROM DEFECTS; OPERATE OR BE FULFILLED WITHOUT ISSUE OR DELAYS; WITHSTAND ATTEMPTS TO EVADE SECURITY MECHANISMS; OR THAT THERE WILL BE NO CRACKS, DISABLEMENTS OR OTHER CIRCUMVENTION OF THE VIRTUAL

## MARKETPLACE OR ITS SECURITY MEASURES.

**13. License to the Virtual Marketplace.** The Virtual Marketplace is owned and/or operated by Shoppe Object. Unless otherwise indicated, any materials provided hereunder in connection with the Virtual Marketplace excluding any content provided by the exhibitor to their portal, including, but not limited to, any images, logos, information, content, and other materials displayed or distributed in connection with the Virtual Marketplace or any videos created by Shoppe Object of the Virtual Marketplace and distributed to Exhibitor (collectively, the “**Materials**”) are the property of Shoppe Object or its affiliated companies or third-party licensors. Each Exhibitor is granted a limited, non-sublicensable license (i.e. a personal and limited right) to access and use the Virtual Marketplace and the Materials for Exhibitor’s personal use. Shoppe Object may terminate this license at any time, without notice. Each Exhibitor agrees that nothing herein shall be deemed a grant of any intellectual property rights or other rights to use the Materials for any products or processes for profit-making or commercial purposes. Shoppe Object reserves all rights not expressly granted in these Terms of Service. Any use of the Virtual Marketplace or the Materials except as specifically authorized in these Terms of Service, without the prior written permission of Shoppe Object, is strictly prohibited. Exhibitor agrees that they have no expectation of privacy with respect to the Virtual Marketplace (including, without limitation, any “private” interactions with other Virtual Marketplace Exhibitors and/or guests) and that Exhibitor’s activity and Exhibitor Content distributed in connection with the Virtual Marketplace may be monitored at any time by Shoppe Object without notice and shall at all times be subject to these terms of service. Shoppe Object expressly reserves its rights to remove, ban, or eject an Exhibitor or terminate any Exhibitor’s access to the Virtual Marketplace or any part thereof early as a result of behavior or threatened behavior which Shoppe Object could reasonably consider to be disruptive, in Shoppe Object’s sole discretion.

**14. No Sub-Licensing.** Exhibitor shall not sub-license, assign or transfer the virtual exhibit space. Exhibitor shall not permit any person other than Exhibitor to occupy or conduct business in virtual exhibit space, or any part thereof, without Shoppe Object’s prior written consent.

**15. No Assignment.** This Agreement (and License granted hereunder) is non-assignable by Exhibitor. Any attempted assignment of the License Agreement or License by Exhibitor shall be null and void and shall constitute a breach, resulting in termination of the Agreement and cancellation of the License. Shoppe Object may assign the Agreement at any time to its affiliate or any owner/purchaser of the Virtual Marketplace, by operation of law or otherwise.

**16. Exhibitor’s Assumption of Risk:** Each Exhibitor to the Virtual Marketplace assumes all risk incidental to participation in all activities, loss or damage to property in connection with the Virtual Marketplace. Access to the Virtual Marketplace may require access to the Internet and the use of Exhibitor’s personal devices. Exhibitor acknowledges that Exhibitor is solely responsible for obtaining their own devices, any Internet connection or mobile fees, or any other incidentals or expenses needed to access the Virtual Marketplace, and Exhibitor is responsible for Exhibitor’s own use of such Internet connection and/or personal devices and for ensuring that such Internet connection and/or personal devices are compatible with any requirements that Shoppe Object specifies to Exhibitor or makes available on the Virtual Marketplace website. Shoppe Object will not be responsible or liable for any costs associated with Exhibitor’s access to the Virtual Marketplace.



**17. Exhibitor Representatives; Virtual Exhibit Space.** Exhibitor representatives shall be restricted to Exhibitor's employees and authorized representatives and must be 18 years of age or older. Exhibitor acknowledges that it shall require its representatives to dress and conduct themselves in an appropriate and professional manner. Shoppe Object reserves the right to determine, in its sole discretion, whether the character and attire of Exhibitor's representatives is acceptable. The Virtual Marketplace and Shoppe Object reserve the right to deny entry, ban, or remove from the Virtual Marketplace or any part of the Virtual Marketplace any person who Shoppe Object determines, in its sole and absolute discretion, is behaving or threatening to behave in a manner which Shoppe Object considers to be disruptive of the Virtual Marketplace.

**18. Exhibitor Breach.** If Exhibitor breaches any of its obligations under the License Agreement, (1) Shoppe Object may immediately, without notice, prohibit Exhibitor from exhibiting at the Virtual Marketplace and all future shows and exhibitions run by Shoppe Object and terminate the License hereunder, (2) Shoppe Object shall retain all amounts paid hereunder and Exhibitor shall pay Shoppe Object any remaining balance outstanding according to the above document and (3) Shoppe Object may pursue any other legal or equitable remedies to which it is entitled. Further, Shoppe Object may thereupon direct Exhibitor to immediately remove its employees, any of its representatives and agents, its merchandise and other property from the Virtual Marketplace.

**19. Exhibitor Directory, Marketplace Website & Marketplace Publications.** Exhibitor authorizes Shoppe Object to publish Exhibitor's directory entry on the Virtual Marketplace website, in the official catalogue for the Virtual Marketplace and in any other directory relating to the Virtual Marketplace or relevant industry. Exhibitor is required to complete its own directory entry on the Virtual Marketplace website. If Exhibitor fails to complete its directory entry on the Virtual Marketplace website, Shoppe Object shall be entitled to enter Exhibitor's details from the above document and an exhibit description from a previous show year (if available) on its behalf. Shoppe Object shall not be liable for any omissions, misquotations or other errors, including, without limitation, any which appear in the Virtual Marketplace directory, on the Virtual Marketplace website, in the official catalogue of the Virtual Marketplace or any other media.

**20. Publicity & Promotion; Permissions.** Exhibitor gives Shoppe Object the permission to use Exhibitor's name, logo and products and the likeness of any person or products exhibited in all media formats (whether now known or hereafter existing) in connection with the promotion and publicity of the Virtual Marketplace. Exhibitor waives the right to inspect or approve the finished product. Exhibitor also waives all rights to royalties or other compensation arising out of or related to use of Exhibitor's name, logo and products and the likeness of any Exhibitor personnel in such advertising media.

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



**22. Non-Force Majeure Changes to Dates, Times, Venue, Names or Virtual Exhibit Space by Shoppe Object.** Shoppe Object retains the absolute right to cancel, change or modify the Virtual Marketplace and virtual exhibit space assignment of any exhibitor, in its sole and absolute discretion, for any or no reason, with or without cause. Exhibitor also recognizes and understands that circumstances may arise immediately prior to or during the Virtual Marketplace that may also make it necessary for Shoppe Object to change or cancel virtual exhibit space or make the virtual exhibit space available to the Exhibitor for fewer days and/or fewer hours than had previously been confirmed. Shoppe Object reserves the right to change naming of the Virtual Marketplace and/or related events and may do so at any time. If such change occurs, Shoppe Object may change, amend or modify signage and all other show related materials to reflect the new name. Shoppe Object shall not be liable for any costs, damages, fees or other expenses of Exhibitor as a result of any such changes. Shoppe Object may retain any portion of Exhibitor's License fee paid pursuant to the above document and such amount shall be applied as though no change in dates, times, names, Venue or virtual exhibit space relocation had occurred. Any remaining payments due from Exhibitor shall be due in accordance with the above document. Any cancellation of the License or withdrawal from the Virtual Marketplace by Exhibitor due to any change in dates, times, website, names or virtual exhibit space assignment shall be subject to liquidated damages as shown in Section 7 above.

**23. Force Majeure.** Shoppe Object shall not be responsible for delays, damage, loss, increased costs or other unfavorable conditions arising by virtue of Force Majeure. A "Force Majeure" shall include, but not be limited to: fire; casualty; flood; epidemic; pandemic; World Health Organization travel advisory or travel alert; earthquake; explosion or accident; blockade embargo; inclement weather; governmental restraints; restraints or orders of civil defense or military authorities; act of public enemy; riot or civil disturbance; act or threatened act of terrorism, strike, lockout, boycott or other labor disturbance; Venue cancellation, inability to secure sufficient labor; technical or other personnel failure; impairment or lack of adequate transportation facilities; inability to obtain condemnation, requisition or commandeering of necessary supplies or equipment; local, state or federal laws, ordinances, rules, orders, decrees or regulations whether legislative, executive or judicial, and whether constitutional or unconstitutional; or acts of God or any other cause or causes not reasonably within the control of Shoppe Object.

**24. Termination of License Agreement and/or Virtual Marketplace.** If Shoppe Object terminates the Agreement and/or the Virtual Marketplace (or any part thereof) as a result of a Force Majeure, then Shoppe Object may retain such part of the License fee as shall be required to recompense it for expenses incurred up to the time such contingency shall have occurred, and there shall be no further liability on the part of either party. Shoppe Object shall not be liable for any costs, damages, fees or expenses of Exhibitor as a result of such termination.

**24. Postponement; Relocation.** If Shoppe Object postpones and/or relocates the Virtual Marketplace (or any part thereof) as a result of a Force Majeure, then Shoppe Object shall be entitled to retain the portion of the License fee paid to date and said amount shall be applied to the Virtual Marketplace as though no postponement and/or re-location of Venue had occurred. Any remaining payments from Exhibitor shall be due in accordance with the above document. If Exhibitor cancels participation because Shoppe Object postpones and/or re-locates the Virtual Marketplace, Exhibitor shall be subject to liquidated damages in Section 7 above. Further, Shoppe Object shall not be liable for any costs, damages, fees or expenses of Exhibitor as a result of such postponement and/or re-location.

26. **Reservation of Rights.** Shoppe Object reserves the right to take any action that is reasonably necessary in the sole judgment of Shoppe Object for the protection of the Virtual Marketplace and/or the participants, including, but not limited to, exhibitors and attendees.

27. **Governing Law/ Forum.** This contract shall be governed by the laws of the State of New York, without regard to conflicts of law rules. Exhibitor expressly and irrevocably consents to the exclusive jurisdiction and venue of the state and federal courts of New York County, New York with respect to any dispute arising out of or relating to this Agreement or its subject matter.

28. **Entire Agreement; Integration of License Agreement; Non-Reliance.** This Agreement contains the entire agreement between Shoppe Object and Exhibitor. Exhibitor acknowledges that in entering into the Agreement it has not relied on and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in the Agreement. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and the invalid term, clause or provision shall be deemed to be severed from the Agreement.