
Exhibitor Agreement

THIS AGREEMENT is between the Exhibitor signing below ("Exhibitor") and [LEGAL CORPORATE ENTITY SERVING AS FISCAL AGENT] ("MEGA") as of the date set forth below. The Agreement sets forth the terms for exhibit space at the MEGA Conference on January 20-22, 2018 ("Mega Conference").

1. PAYMENT OF SPACE. Applications must be accompanied by **payment-in-full** of the amount due for exhibiting. Applications received without such payment will not be processed nor will space assignment be made. Exhibiting is on a first come, first served basis.

2. CANCELLATION AND REFUNDS. All cancellations of space must be received in writing.

Exhibitors: If MEGA receives a written request for cancellation of space on or before **December 31, 2017**, the Exhibitor will be eligible for a full refund minus a \$100 administrative processing fee. No refunds will be given after **December 31, 2017**. In case the Mega Conference shall not be held for any reason whatsoever, then and thereupon the rental and lease of space to the Exhibitor shall be terminated. In such case, the Exhibitor will consider the amount paid as a donation to the Mega Conference.

3. SPACE RENTAL AND ASSIGNMENT OF LOCATION. MEGA reserves the sole discretion to make all space assignments. MEGA may take into account the date of Exhibitor submission of this Agreement, Exhibitor preferences, and other interests of MEGA when making space assignments. **MEGA, HOWEVER, RESERVES THE RIGHT TO MAKE THE FINAL DETERMINATION OF ALL SPACE ASSIGNMENTS IN THE BEST INTERESTS OF THE MEGA CONFERENCE.**

4. USE OF SPACE, SUBLETTING OF SPACE. No Exhibitor shall assign, sublet or share the space allotted with another business or firm unless MEGA's approval has been obtained in writing. Exhibitors are not permitted to feature names or advertisements of non-exhibiting manufacturers, distributors, or agents in the exhibitor's display, parent or subsidiary companies excepted. Exhibitors must show only goods manufactured or dealt in by them in the regular course of business. Should an article of non-exhibiting firm be required for operation or demonstration in an Exhibitor's display, identification of such article shall be limited to the usual and regular nameplate, imprint or trademark under which same is sold in the general course of business. No firm or organization not assigned exhibit space or attendee of the Mega Conference will be permitted to solicit business within the exhibit areas.

5. PURCHASING OF ONE-TIME POSTAL USE MAILING LIST. For \$150, Exhibitors can purchase a one-time use pre and post-conference attendee list to include attendee name, company name, title, and business address (onetime postal use only). Those attendees who have indicated 'no outside distribution' will be excluded from the list. The list of names and addresses is, and remains the sole exclusive property of MEGA, and may not be used for any purpose, or incorporated into any other list or database. Exhibitor acknowledges that licensed data will not be used by Exhibitor to compile, verify, edit, enhance, update, distribute, or publish any other database, directory, or information medium.

6. EXHIBITOR'S AUTHORIZED REPRESENTATIVE. Each Exhibitor must name one person to be a representative in connection with installation, operation and removal of the Exhibitor's exhibit. Such representative shall be authorized to enter into this Agreement for which the Exhibitor shall be responsible. The Exhibitor shall assume responsibility for such representative being in attendance throughout all Mega Conference periods; and this representative shall be responsible for keeping the exhibit neat, manned and orderly at all times. For their own safety and protection, persons under the age of eighteen (18) may not staff the booth or assist in the move-in and/or move-out of any exhibit. Each booth may not be staffed with more than five (5) exhibiting personnel at one time per 100 square feet rented.

7. EXHIBITOR CONDUCT. Exhibitors should not have the expectation for approval of themselves, their co-workers, employer or related company to be approved as a Mega Conference speaker or presenter. The Mega Conference Planning Committee and its presenting organizations have the expectation of objectivity of Planning Committee members in seeking out and approving speakers or presenters. Speakers and presenters are chosen based on their level of expertise and the quality and relevance of their topic to MEGA Conference attendees. Should an Exhibitor apply additionally as a speaker or presenter, the situation will be referred to the Mega Planning Committee for consideration. Exhibitors, and the company he or she is a representative of, may be removed from the Mega Conference and banned from future Mega conferences for behavior that MEGA determines, in its sole discretion, to be contrary to the general spirit and best interest of MEGA. MEGA reserves the right to decline, prohibit, deny access or remove any exhibit or Exhibitor which in MEGA's sole judgment is contrary to the character, objectives, and best interests of the Mega Conference or suitable for its attendee audience. This includes, but is not limited to, any violation of any public policy or this Agreement and extends to persons, things, printed matter, products, and conduct. MEGA reserves the right to refuse exhibits not meeting standards required or expected by MEGA, as well as the right to curtail exhibits or parts of exhibits that reflect against the character of the meeting. Any agreement by MEGA to provide exhibit space is subject to Exhibitor's agreement to abide by this Agreement and by MEGA Policies and Exhibition Guidelines, if any. MEGA reserves the right to deny exhibit space, and to revoke at any time, any agreement to provide exhibit space, if, in MEGA's sole discretion and judgment, the exhibit would (a) promote a product or service that may not lawfully be marketed in the United States, (b) involve a violation of law, regulation, or collective bargaining agreement, (c) include false or misleading promotional claims, (d) pose a risk to the health or safety of viewers or other exhibitors, (e) not be in keeping with the overall tone or theme of MEGA meetings, or (f) otherwise be contrary to the best interests of MEGA. MEGA also reserves such right if Exhibitor fails to make timely

payment of any amounts due or acts in a way toward MEGA personnel that, in MEGA's sole discretion, warrants removal from the MEGA Conference and banishment from future MEGA conferences. MEGA and/or MEGA's decision and interpretation shall be accepted as final in all cases.

8. INSTALLATION AND REMOVAL. MEGA reserves the right to fix the time for the installation of a booth prior to the Mega Conference opening and for its removal after the conclusion of the Mega Conference. Any space not claimed and occupied by three hours prior to the published Mega Conference opening time may be resold or reassigned without refund. Installation of all exhibits must be fully completed by the opening time of the Mega Conference. Exhibits must be staffed during designated Show hours and may not, to any extent, be dismantled before the Mega Conference closing. Any early dismantling or packing shall be considered a breach of this agreement and may affect future applications.

9. ARRANGEMENT OF EXHIBITS. Each Exhibitor is provided an Official Exhibitor Kit. The Exhibitor Kit describes the type and arrangement of exhibit space and the standard equipment provided by MEGA for booth construction. All booth space must be arranged and constructed in accordance with the guidelines, provisions and limitations contained in the Exhibitor Kit. If, in the sole opinion of MEGA, any exhibit fails to conform to the Exhibitor Kit guidelines or the provisions set forth herein, such exhibit will be prohibited from functioning at any time during the Mega Conference. Exhibits not conforming may be dismantled or modified, at cost to the exhibitor, at the sole judgment and discretion of MEGA.

10. EXHIBITS AND PUBLIC POLICY. Each Exhibitor is charged with knowledge of all State, County, and City laws, ordinances and regulations pertaining to health, fire prevention and public safety, while participating in this Mega Conference. Compliance with such laws is mandatory for Exhibitor and the sole responsibility is that of the Exhibitor. No part of the building shall be defaced in any manner, nor shall signs or other articles be posted, nailed, taped or otherwise affixed to any pillars, doors, walls or other parts of the building. Any and all damages, losses, expenses, and/or costs resulting from failure to observe this notice shall be payable by the exhibitor. MEGA and service contractors have no responsibility pertaining to the compliance with laws as to public policy as far as individual exhibitor's space, materials and operation is concerned. Should an exhibitor have any questions as to the application of such laws, ordinances and regulations to his exhibit or display, MEGA will endeavor to answer them. Exhibitors must comply with City and State fire regulations. All booth decorations including carpeting must be flame-proofed and all hangings must clear the floor. All exits, hallways, aisles and fire control apparatus must remain clear and unobstructed at all times. Electrical equipment and wiring must conform to National Electrical Code Safety Rules. Use of butane or bottled gas is not permitted. Use of propane and helium balloons is prohibited. Independent contractors must conform to IAEE, ESCA and ED&PA guidelines and must be signatory to a current local collective bargaining agreement.

11. STORAGE OF PACKING CRATES AND BOXES. Unattended freight in any display space as of one hour prior to Mega Conference opening will be removed and stored at the Exhibitor's sole risk and expense. Exhibitors will not be permitted to store packing crates and boxes in their booths during the exhibit period; but these, when properly marked, will be stored and returned to the booth by service contractors. It is the Exhibitor's responsibility to mark and identify his crates. Crates not properly marked or identified may be destroyed. MEGA assumes no responsibility for the contents of crates or boxes improperly labeled as "empty." The removal and return of large crates that cannot be handled by hand trucks will be charged for at prevailing rates. Crates, boxes or other exhibit materials unclaimed by the Exhibitor after the Mega Conference will be removed at the Exhibitor's expense. Exhibitors will be billed by the service contractor for removal time and materials at prevailing rates. Neither MEGA, the service contractor nor the exhibit facility shall assume any liability whatsoever for loss or damage.

12. SOCIAL ACTIVITIES. Any social function or special event planned by an Exhibitor, to take place during the MEGA Conference, must be pre-approved by MEGA. Exhibitor agrees to withhold sponsoring hospitality suites/rooms or other functions during official conference and Mega Conference activities, including exhibit hours, social functions, educational seminars and any other related activity scheduled by MEGA. Distribution of Exhibitor materials unless otherwise agreed to by contract is not permitted to attendee sleeping room doors, MEGA meeting rooms or anywhere else in the hotel and/or exhibit facility except in the specified booth space.

13. OPERATION OF EXHIBITS. MEGA reserves the right to restrict the operation of, or evict completely, any exhibit which, in its sole opinion, detracts from the general character of the Mega Conference as a whole. This includes, but is not limited to, an exhibit which, because of noise, flashing lights, method of operation, display of unsuitable material, is determined by MEGA to be objectionable to the successful conduct of the Mega Conference as a whole. Use of so called "barkers" or "pitchmen" is strictly prohibited. All demonstrations or other promotional activities must be confined to the limits of the purchased exhibit booth space. Sufficient space must be provided within the exhibit space for the comfort and safety of persons watching demonstrations and other promotional activities. Exhibitor is responsible for keeping the aisles near its exhibit space free of congestion caused by demonstrations or other promotions.

Alcoholic Beverages. Exhibitor may not serve alcoholic beverages in the exhibit hall.

Food and Non-alcoholic Beverages. Exhibitor must purchase all food and non-alcoholic beverages to be consumed in their booth through the hotel or convention center.

Direct Sales. No retail sales are permitted within the exhibit area at any time, but orders may be taken for future delivery.

Contests, Drawings, Raffles, Lotteries and the Like. All promotional activities with prizes or awards exceeding \$100 value must be approved in writing by MEGA. Requests must be submitted 75 days prior to the opening of the exhibition and notice of approval or rejection will be given no later than 60 days prior to the opening of the exhibition.

Literature Distribution. All demonstrations or other activities must be confined to the limits of the Exhibitor's booth. Distribution of circulars may be made only within the space assigned to the Exhibitor distributing such materials. No advertising circulars, catalogs, folders, or devices shall be distributed by Exhibitor in the aisles, meeting rooms, registration areas, lounges, or grounds of the host facility.

Intellectual Property Licensing. Exhibitor is solely responsible for obtaining any required licenses to broadcast, perform, or display any copyrighted, patented, or trademarked materials including but not limited to music, video, and software. Exhibitor shall indemnify and hold harmless MEGA, and facility against cost, expense, or liability which may be incident to, arise out of or be caused by Exhibitor's failure to obtain requisite license.

Sound. Exhibits which include the operation of musical instruments, radios, sound projection equipment, or any noisemaking machines must be conducted or arranged so that the noise resulting from the demonstration will not annoy or disturb adjacent exhibitors and their patrons, nor cause the aisles to be blocked. Operators of noisemaking exhibits must secure approval of operating methods before the exhibit opens. MEGA shall be the sole judge of what constitutes appropriate sound levels.

Live Animals. Live animals are prohibited.

Booth Representatives. Booth representatives, including models or demonstrators, must be properly registered and wear badges, and be properly and modestly clothed. Excessively revealing attire, as determined by MEGA, is prohibited. Spouses and families are invited to visit the exhibit hall only with appropriate credentials.

Booth Giveaways. All giveaway items (with the exception of plastic bags, pens, pencils, luggage tags, pocket calendars, and the Exhibitor's product) must be submitted for approval to MEGA no later than three (3) weeks prior to the opening of the Mega Conference. All Exhibitors distributing approved "stick-ons" may not place the "stick-ons" on the attendees' badges.

14. LIABILITY AND INSURANCE. All property of the Exhibitor remains under his or her custody and control in transit to and from the exhibit hall and while it is in the confines of the exhibit hall. Neither MEGA, its service contractors, the management of the exhibit hall nor any of the officers, staff members or directors of any of the same are responsible for the safety of the property of exhibitors from theft, damage by fire, accident, vandalism or other causes, and the exhibitor expressly waives and releases any claim or demand he may have against any of them by reason of any damage to or loss of any property of the exhibitor. It is recommended that exhibitors obtain adequate insurance coverage, at their own expense, for property loss or damage and liability for personal injury.

15. INDEMNIFICATION. Exhibitor agrees that it will indemnify and hold and save MEGA whole and harmless of, from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgments recovered from or asserted against MEGA on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of Exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or of any other person entering upon the Premises leased hereunder with the express or implied invitation or permission of Exhibitor, or when any such injury or damage is the result, proximate or remote, of the violation by Exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the occupancy or use by Exhibitor, its agents, servants, employees, contractors, patrons, guests, licensees or invitees of the Premises leased hereunder. Such indemnification of MEGA by Exhibitor shall be effective unless such damage or injury may result from the sole negligence, gross negligence or willful misconduct of MEGA. Exhibitor covenants and agrees that in case MEGA shall be made a party to any litigation commenced by or against Exhibitor or relating to this lease or the Premises leased hereunder, then Exhibitor shall and will pay all costs and expenses, including reasonable attorneys' fees and court costs, incurred by or imposed upon MEGA by virtue of any such litigation.

Property Damage. Neither MEGA nor Exhibitor shall be responsible for any loss of or damage to property of the other party hereto, including, but not limited to, loss or damage occasioned by theft, fire, smoke, acts of God, public enemy, riot, civil commotion or other insurable casualty, and MEGA and Exhibitor expressly waive any claim for liability against the other party hereto with respect to any such loss or damage. In the event that such occurrence results in cancellation of the Mega Conference, each party hereby releases the other from obligations under this contract. Accordingly, it shall be the responsibility of MEGA and Exhibitor, respectively, to secure its own insurance or otherwise protect itself and its property against such loss or damage.

Use of Certain Property. Exhibitor will assume all costs arising from the use of patented, trademarked, or franchised materials, devices, processes or dramatic rights used on or incorporated in the exhibitor's space. Exhibitor shall indemnify, defend and hold harmless MEGA, the City and their officers, directors, members, agents and employees from and against all claims, demands, suits, liability, damages, losses, costs, attorneys' fees and expenses of whatever kind or nature, which might result from or arise out of use of any such material(s) described above.

16. WAIVER. MEGA shall not be deemed to waive any of its rights hereunder unless such waiver is explicitly stated as a waiver in writing and signed by MEGA. No delay or omission by MEGA in exercising any of its rights shall operate as a waiver of such rights and a waiver of rights in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

17. ATTORNEYS' FEES. Should MEGA find it necessary to employ an attorney or attorneys to enforce any of the provisions of this Agreement or to protect in any manner its interest or interests under this Agreement, MEGA, if it is the prevailing party, shall be entitled to recover from the other party all reasonable costs, charges, and expenses including attorneys' fees.

18. AMERICANS WITH DISABILITIES ACT. Exhibitors acknowledge their responsibilities under the Americans with Disabilities Act (hereinafter "Act") to make their booths accessible to handicapped persons. Exhibitor shall also indemnify and hold harmless MEGA, and facility against cost, expense, liability or damage which may be incident to, arise out of or be caused by Exhibitor's failure to comply with the Act.

19. OTHER REGULATIONS. Any and all matters not specifically covered by the preceding rules and regulations shall be subject solely to the decision of MEGA.

MEGA SHALL HAVE FULL POWER TO INTERPRET, AMEND, AND ENFORCE THIS AGREEMENT, PROVIDED EXHIBITORS RECEIVE NOTICE OF ANY AMENDMENTS WHEN MADE. EACH EXHIBITOR AND ITS EMPLOYEES AGREES TO ABIDE BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND BY ANY AMENDMENTS OR ADDITIONS THERETO IN CONFORMANCE WITH THE PRECEDING SENTENCE. EXHIBITORS OR THEIR REPRESENTATIVES WHO FAIL TO OBSERVE THESE CONDITIONS OF CONTRACT OR WHO, IN THE OPINION OF MEGA, CONDUCT THEMSELVES UNETHICALLY MAY IMMEDIATELY BE DISMISSED FROM THE EXHIBIT AREA WITHOUT REFUND OR OTHER APPEAL.