

AGREEMENT

Between

VYO USA, INC. & EXHIBITOR

1. **SHOW HOSTS.** The word “Show Host” as used herein shall mean VYO USA or its officers, agents, volunteers, or employees acting for it, in the management of the Convention, including but not limited to and all successors to and assignees of VYO USA.

2. **ELIGIBLE EXHIBITS.** The Show Host reserves the right to determine, in its sole and absolute discretion without assigning any reason whatsoever, whether any company or product is eligible for inclusion in the Convention. This determination may be made at any time before or after the start of the Convention.

3. **LIMITATION OF LIABILITY.** The Exhibitor agrees to make no claim for any reason whatsoever, including negligence, against the Show Host, its shareholders, members or agents, or employees or the lessors or owners or the Convention premises for loss, theft, damage or destruction of property; nor for any injury to Exhibitor or its employees while in the Convention quarters. NOTWITHSTANDING ANYTHING STATED HEREIN TO THE CONTRARY: (1) VYO USA AND ITS OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, PUNITIVE, INCIDENTAL OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, ALL LOST PROFITS, LOST BUSINESS

OPPORTUNITIES, OR LOSS OF DATA, HOWEVER ARISING, WHETHER FROM THIS AGREEMENT OR OTHERWISE, WHETHER OR NOT SAID PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (2) VYO USA AND ITS OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS' AGGREGATE LIABILITY FOR ANY DAMAGES ARISING UNDER OR PURSUANT TO THIS AGREEMENT SHALL NOT EXCEED, IN THE AGGREGATE, ANY AMOUNTS PAID TO SHOW HOST FOR THE CONVENTION.

4. **DEFACING OF BUILDING.** Exhibitors are liable for any damage caused by fastening displays or fixtures to the building floors, walls or to the standard booth equipment, or for damage caused in any other manner. Exhibitors may not apply paint, lacquer, adhesive or any other coating to building walls and floors or to standard booth equipment.
5. **DISPLAY DIMENSIONS.** Booths and perimeter wall maximum exhibit height is 10 feet. Where an unfinished portion of an exhibit is exposed, the offending surface must be made presentable at the expense of the Exhibitor, and a display may not extend above the side rail more than 10 feet from the back wall.
6. **SOUND DEVICES.** The use of devices for mechanical reproduction of sound or music is permitted (up to 20 decibels), but must be controlled. Sound of any kind must not be projected outside the confines of the exhibit booth.
7. **REJECTED EXHIBITS.** The Exhibitor acknowledges and agrees that his exhibit shall be admitted and shall be permitted to remain in the Convention only upon continued strict compliance by the Exhibitor with the terms and conditions of this agreement and such standards as prescribed from time to time by Show Host, the owner of the Convention

Center, and/or an insurance policy (“Standards”). Notwithstanding such compliance, the Show Host reserves the right to reject or remove Exhibitor’s exhibit, in whole or in part, from the Convention for any reason whatsoever. If Exhibitor’s exhibit is rejected or removed without cause given, Show Host shall return to Exhibitor the unearned portion of the rental fee. No portion of the rental fee shall be returned if rejection or removal occurs upon violation of this agreement or the Standards.

8. INSURANCE. The Exhibitor shall at all times during the time Exhibitor has access to the Expo grounds maintain the following insurance from an insurance company rated B+ or above:

- a.** Workers’ compensation insurance in compliance with the laws of the State of New Jersey where the Expo is held, with a liability limit to comply with statutory requirements.
- b.** General commercial liability insurance, including contractual liability and advertising injury coverage, with a minimum liability limit of not less than \$1,000,000 combined single limit. If requested by the Show Host, the Exhibitor shall provide a certificate evidencing the foregoing coverage.

9. EXHIBITOR REPRESENTATIVE’S RESPONSIBILITY. Each Exhibitor must name at least one person to be his representative in connection with installation, operation and removal of exhibit. Such representative shall be authorized to enter into such service contracts as may be necessary, and for which the Exhibitor shall be responsible. Show Host reserves the right to resell the exhibit space if the Exhibitor booth is not set by 9am on June 29th, 2018.

10. CHARACTER OF DISPLAY. Distribution of samples and printed matter of any kind, or any promotional material, or staff associated with your company is restricted to the confines of the exhibit booth. No noise makers or anything not in keeping with the character and high standards of Show Host may be distributed or utilized by an Exhibitor in the exhibit area. Orders only may be taken at the show; no individual sales with exchange of money.

11. LABOR. Exhibitors must comply with union work rules applicable at the Convention Center.

12. NON-DISPARAGING CONTENT. Exhibitor covenants and agrees that he will not directly or indirectly, at any time after execution of this contract, and through any medium, including the Convention, disparage or in any manner, communicate to a third party, or publish, any negative information or comment regarding the Convention or the Show Host, its officers, employees, volunteers, and agents. Further, Exhibitor shall not display, distribute, publish, or in any manner convey, at the Convention, any message promoting non-vegetarian food, alcohol, tobacco, cigarettes or any other hallucinatory or addictive substance, or any religious or cultural organization, association, concept, or discipline other than the Show Host. Any breach of this section by the Exhibitor may result, in Show Host's sole discretion, immediate cancellation of Exhibitor's exhibit and disbarment of Exhibitor from the Convention without any refund whatsoever.

13. ATTENDANCE. The Show Host shall have sole control over attendance policies at all times.

14. SUB-LEASING. Exhibitors may not sub-let their space, nor any part thereof.

- 15. SECURITY.** Neither the Show Host, Show Management, nor the owners or lessors of the exhibit premises will assume any responsibility for any Exhibitor's property or personal property of its employees. It is suggested that the Exhibitor insure and safeguard his property against loss and theft.
- 16. FIRE AND SAFETY LAWS.** Federal, State and City Laws, and Convention center rules, must be strictly observed. Cloth decorations must be flameproof. Wiring must comply with fire department and underwriter rules. Smoking in exhibits is forbidden. Crowding will be restricted. Aisles and fire exits cannot be blocked by exhibits. No decorations of paper, pine boughs, leafy decorations or tree branches are allowed.
- 17. BOOTH RELOCATION.** Show management reserves the right to relocate Exhibitors in comparable spaces other than those specified, if any, on the executed Exhibitor Booth Contract if it is deemed advisable and necessary and in the best interests of the show.
- 18. FORCE MAJEURE.** VYO USA shall not be liable for delay or failure of performance with respect to this Subscription caused by an Act of God, action by any governmental or quasi-governmental entity, fire, flood, insurrection., riot, explosion, embargo, terrorist attacks, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown, or any condition beyond the control of VYO USA ("Force Majeure Events"). In such event, VYO USA shall not be required to refund any amounts paid by Exhibitor.
- 19. COMPLIANCE WITH LAWS/STANDARDS:** The Exhibitor shall comply with all laws, standards, regulations, and ordinances, including but not limited to copyright laws ("applicable laws"). If the Show Host becomes aware of or learns of an exhibitor's

failure to comply with any such applicable law, that failure to comply shall be cause for rejection or removal of Exhibitor and his exhibit from the Expo without any compensation or refund. Copyrights: VYO USA requires exhibitors to obtain music licenses through ASCAP and BMI, along with any other performing rights organizations if necessary, if exhibitions intend to use copyrighted music in their booths. VYO USA is not responsible for music used by Exhibitors, and Exhibitor hereby agrees to indemnify, defend, and hold harmless VYO USA for any and all costs or damages, including attorneys fees, related to any copyright violations that result from Exhibitor's failure to obtain the appropriate license(s).

- a. LICENSE.** Exhibitor agrees that Show Host and its affiliates shall have the perpetual, irrevocable, worldwide, royalty-free license and right to collect and maintain, and to reproduce, publish, display, transmit, distribute, adapt, create derivative works from, syndicate and otherwise exploit or use, commercially or otherwise, in any medium, any and all information related to Exhibitor's products which were made available to Show Host in connection with the Convention or any other events owned, organized, managed, or operated by Show Host in which Exhibitor participates, in each case whether prior to, concurrently with, or following Exhibitor's submission of this booth application.

20. CREDIT. Each Exhibitor or their agent/agency must have no outstanding past due invoices with VYO USA. Past due invoices billed to the exhibitor or their agent/agency must be paid before exhibitors will be allowed access to the Convention.

21. AMENDMENTS TO RULES. Show host reserves the right to modify the Standards

and to adopt additional rules from time to time in its sole discretion. Any such modifications or additional rules shall be effective immediately upon adoption, and the Exhibitor agrees to comply with all such modifications and additional rules.

22. JURISDICTION AND GOVERNING LAW. This Agreement shall be governed under and construed in accordance with the laws of the State of New Jersey, without regard to its conflicts of law provisions. The State and Federal Courts located in New Jersey shall have exclusive jurisdiction over all suits and proceedings arising out of or in conjunction with this Agreement. Both parties hereby submit to the jurisdiction of said courts for the purpose of any such suits or proceedings.

23. INDEMNIFICATION. Exhibitor agrees to indemnify, defend, and hold harmless VYO USA, its officers, employees, volunteers, and agents from and against any and all third party claims and other liabilities (including reasonable attorney's fees) that are caused by, arise from, or grow out of the negligent acts or omissions of the Exhibitor, its affiliates, and all of their respective officers, directors, employees, representatives, servants, invitees, patrons, or guests.

24. ASSIGNMENT. Without limiting the definition of "Show Host" above, neither party may assign any of its rights or delegate any of its duties under this Agreement without prior written consent of the other party. All of the terms and provisions of this Agreement shall be binding on, and shall inure to the benefit of, the respective successors and permitted assigns of the parties.

25. CANCELLATION. Subject to Section 18, once this contract is signed and the exhibit space is allocated, Exhibitor is contracted to exhibit space. An exhibitor who cancels its

booth space reservation must pay a cancellation fee, as seen below, which allows Show Host to recover administration expenses incurred in preparing for the participation of the cancelling Exhibitor and which it will incur in attempting to resell the booth.

Cancellations must be made in writing and are subject to the following provisions:

- a. Cancellations and booth downsizes received before May 15, 2018 are subject to a cancellation fee equal to 40% of booth price.
- b. Cancellations and booth downsizes received on or after May 16, 2018 are subject to a cancellation fee equal to 100% of the booth space being cancelled.
- c. Cancellations will result in forfeit of all exhibitor badges.

26. SIGNATURES

EXHIBITOR

Company Name:

Contact Name:

Address:

Phone:

Email:

Website:

SIGN HERE: _____ DATE: _____

ON BEHALF OF VYO USA, INC.

Name of Officer:

Title:

SIGN HERE: _____ DATE: _____

END OF AGREEMENT