

VIRTUAL EVENTS TERMS AND CONDITIONS OF ATTENDANCE AND PARTICIPATION

These are the terms and conditions (the “Agreement”) governing your participation in any Employvision, Inc. owned and operated virtual event, meeting, show, seminar or conference (the “Virtual Event”). By registering for the upcoming Virtual Event under SynergyXPO name, you agree to these terms, which form a binding legal contract between the Virtual Event owner and host, Employvision, Inc., (“EV” or “Owner and Organizer”) and the registered participant (“you” or “Participant”). If you are registering on behalf of another individual, it is your responsibility to ensure the person participating is aware of these terms and accepts them. By completing the registration on behalf of another individual you are warranting that you have made the Participant aware of these terms and that they have accepted these terms.

1 Participant Requirements

1.1 Access. Your registration entitles you to access to the Virtual Event for which you have registered. Any and all other costs associated with your attendance shall be borne solely by you, and Virtual Event shall have no liability for such costs.

1.2 Use of Likeness. By participating in the Virtual Event you acknowledge and agree to grant Virtual Event the right at the Virtual Event to record, film, live stream, photograph, or capture your likeness in any media now available or hereafter developed and to distribute, broadcast, use, or otherwise globally to disseminate, in perpetuity, such media without any further approval from you or any payment to you. This grant to Virtual Event includes, but is not limited to, the right to edit such media, the right to use the media alone or together with other information, and the right to allow others to use or disseminate the media.

1.3 Virtual Event Content. You acknowledge and agree that Virtual Event, in its sole discretion, reserves the right to change any and all aspects of the Virtual Event, including but not limited to, the Virtual Event name, themes, content, program, speakers, performers, hosts, moderators, venue, and time. Virtual Event content shall be recorded by EV and will be accessible to paid Participants.

2 Prohibited Conduct

2.1 Limitations on Use. By registering for a EV Virtual Events pass you agree not to sell, trade, transfer, or share your complimentary access link and/or code, unless such transfer is granted by the Organizer. By registering for a paid Virtual Event Pass, you agree not to share, sell or trade your access. If EV determines that you have violated this policy, EV may cancel your access, retain any payments made by you, report you to law enforcement authorities, and ban you from future Virtual Events.

2.2 Disruptive Conduct. You acknowledge and agree that Virtual Event reserves the right to remove you from the Virtual Event if EV, in its sole discretion, determines that your participation or behavior create a disruption or hinder the Virtual Event or the enjoyment of the Virtual Event content by other attendees.

2.3 Recording, Live Streaming, and Videotaping. Participants may not record or broadcast audio or video of sessions at EV Virtual Events.

2.4 Unethical/Non-Compliant Business Practices. EV reserves the right to deny participation to anyone who engages in or is reputed to engage in unethical or non-compliant business practices.

2.5 In addition to the requirements and prohibitions set forth in this Section 2, EV may also exclude any prospective participant from registering for or participating in any Virtual Event, in EV's sole discretion.

3 Fees and Registration

3.1 Payment. The payment of the applicable fee for the Virtual Event is due upon registration. If such payment is insufficient or declined for any reason EV may refuse to allow you to access the Virtual Event and shall have no liability in that regard.

3.2 Taxes. The fees may be subject to sales tax, value added tax, or other taxes and duties which, if applicable, will be charged to you in addition to the fees.

4 Cancellation and Quality Assurance

4.1 EV strives to provide you with the most productive and effective event experience possible. If after completing the event you feel there is some way we can improve, please provide us in writing with your comments on the evaluation provided upon arrival. Should you feel dissatisfied with your experience and wish to request share feedback or ask questions, please submit it in writing no later than 10 business days after the end of the Virtual Event to: Program Leader, 285 Davidson Avenue, Suite 403, Somerset, NJ 08873.

We will evaluate individual complaints in a context of collective comments from the Virtual Event. As speakers are confirmed months before the Virtual Event, some speaker changes or topic changes may occur in the program. EV is not responsible for speaker changes, but will work to ensure a comparable speaker is located to participate in the program.

4.2 Cancellations are subject to the entire Virtual Event registration fee. All sales are final. No payments will be refunded or refundable. Please note that if you do not cancel and do not access the Virtual Event, you are still responsible for payment. In no event shall EV be obligated to refund all or a portion of the registration, sponsorships or exhibitor fee.

4.3 If EV is prevented from carrying out its obligations as it pertains to the Virtual Event you registered for as a result of any cause beyond its control, or such Virtual Event cannot be Virtually conducted because of a software or issue with the hosting platform or due to acts of God, strikes, labor disputes, government requisitions, restrictions or war or apparent act of war, terrorism, disaster, civil disorder, epidemic or pandemic, curtailment or restriction on transportation facilities, or any other comparable calamity, casualty or condition (collectively a “Force Majeure”) EV shall have the right to immediately terminate the affected Virtual Event without liability and shall be relieved of its obligations to Registrant. If the affected Virtual Event is terminated due to a Force Majeure occurrence before the first day of the Virtual Event, then EV will reschedule the affected Virtual Event and your registration fee will be applied to the rescheduled Conference.

5 Virtual Event Registration Confirmation

5.1 Once you have completed your registration, you will receive your registration confirmation by email. Please ensure that your valid email is entered correctly on the registration form. Be sure to check your junk email box too in case any of your Virtual Event email(s) are caught by spam filters.

5.2 You will receive essential information for registered attendees electronically at the email address and mailing address that are provided on your registration form.

5.3 In addition, you will also be added to the Virtual Event participant list for notifications of future Virtual Events.

5.4 If you would like to opt-out of any of these benefits, a link is provided in each email to provide the ability to opt-out.

6 Your Privacy Is Important to Us

Introduction

This Notice explains how Employvision, Inc. (“EV”) collects and processes your Personal Data. Each time you use our Site, the current version of this Notice will apply. Accordingly, whenever you use our Site, you should check the date of this Notice (which appears at the top) and review any changes since the last version. This Notice is applicable to all Site visitors, registered users, and all other users of our Site.

“Personal Data” is any information that enables us to identify you, directly or indirectly, by reference to an identifier such as your name, identification number, location data, online identifier or one or more factors specific to your physical, physiological, genetic, mental, economic, cultural or social identity.

By visiting www.employvision.com/webinar or related properties, including, but not limited to www.synergyxpo.com and <https://synergyxpo.vfairs.com/en> (the “Site”), you acknowledge that you have read and understood the processes and policies referred to in this Notice.

Who we are

For the purposes of the General Data Protection Regulation 2016/679 (the “GDPR”), the Data Controller is Employvision, Inc. registered in Somerset, NJ, with a business address of 285 Davidson Avenue, Suite 403, Somerset, NJ 08873.

How to contact us

If you have any questions or concerns about this Notice, please contact us using the [Contact Us](#) section on our Site.

Alternatively, you can contact us by phone at 732-422-7100 x109, by sending an email to info@employevision.com or by mail to 285 Davidson Avenue, Suite 403, Somerset, NJ 08873.

How we collect personal data

Personal Data that you give us

We may collect and process the following Personal Data:

- **Contact information**, which you provide when corresponding with us by phone, email or otherwise. This includes information you provide when you participate in discussion boards or other social media functions on our Site and when you report a problem with our Site. The information you give us may include your name, address, email address, phone number, financial information and/or credit card information.
- **Due payment information**, including financial information such as credit/debit card and account numbers used to process your Virtual Event ticket registration and/or sponsorship payment.
- **Purchase information**, relating to purchases of delegate passes and Virtual Event participation, either in-person or via our Site. Purchase information will include financial information as well as information concerning the content and time of the purchase.

Personal data we collect from you

With regard to each of your visits to the Site we will automatically collect the following information:

- **Technical information**, including the Internet protocol (IP) address used to connect your computer or device to the Internet, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform;
- **Information about your visit**, including pages you viewed or searched for, page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs),

methods used to browse away from the page, and any phone number used to call our customer service number; and

- **Location information**

Personal Data we collect from others

We may receive information about you from publicly available and third-party databases or services that provide information about business people that we believe will help us identify provide products and services that may be of interest to you. We will obtain your consent before contacting you if required by the law of the country in which you are located.

Non-Personal Data

We collect information that is sent to us automatically by your web browser and we may use this information to generate aggregate statistics about visitors to our Site, including, without limitation:

- IP addresses
- Browser type and plug-in details
- Device type (e.g., desktop, laptop, tablet, phone, etc.)
- Operating system
- Local time zone

We may use non-Personal Data for various business purposes such as providing customer service, fraud prevention, market research, and improving our Site. Please check your web browser if you want to learn what information your browser sends or how to change your settings.

How we use your Personal Data

We will only process your Personal Data, including sharing it with third parties, where (1) you have provided your consent which can be withdrawn at any time, (2) the processing is necessary for the performance of a contract to which you

are a party, (3) we are required by law, (4) processing is required to protect your vital interests or those of another person, or (5) processing is necessary for the purposes of our legitimate commercial interests, except where such interests are overridden by your rights and interests.

Personal Data that you give us

We may use Personal Data that you provide directly to us for the following purposes:

- to carry out our obligations arising from your Virtual Event registration, or any other contract entered into between you and us and to provide you with the information, products and Virtual Event registration services that you request from us;
- to organize Virtual Events that you have purchased or registered for, and to provide you with information, and other materials, relating to the content of the Virtual Event, the speakers, sponsors and other attendees;
- to provide our newsletter and other publications, provided you have given your consent;
- to respond to your questions and provide related Virtual Event registration services;
- to provide you with information about other Virtual Events, products and services we offer that are similar to those that you have already purchased, provided you have not opted-out of receiving that information;
- to provide you, or permit selected third parties to provide you, with information about Virtual Events, products or services we feel may interest you, provided you have given your consent;
- to transfer your information as part of a merger or sale of the business;
- to notify you about changes to our Virtual Events; and
- to ensure that content from our Site is presented most effectively for you and your computer.

Information we collect about you

We will use Personal Data that we have collected about your use of our Site:

- to administer our Site and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
- to improve our Site to ensure that content is presented most effectively for you and your computer; as part of our efforts to keep our Site safe and secure;
- to measure or understand the effectiveness of advertising we serve to you and others, and to deliver relevant advertising to you; and
- to make suggestions and recommendations to you and other users of our Site about goods or services that may interest you or them.

Personal Data we receive from other sources

We will combine this information with information you give to us and information we collect about you. We will use this information and the combined Personal Data for the purposes set out above (depending on the types of information we receive).

When we share and who can access your Personal Data

We may share your Personal Data for the purposes described in this Notice with:

- a member of our group
- partners, suppliers and sub-contractors, for the performance of obligations arising from your Virtual Event registration, or any other contract we enter into with them or you or to provide you with the information, products and Virtual Event registration services that you request from us
- analytics and search engine providers that assist us in the improvement and optimization of our Site
- trusted third-party companies and individuals to help us provide, analyze, and improve the Site and our Virtual Event registration services (including but not limited to data storage, maintenance services, database management, web analytics and payment processing)

- in the Virtual Event that we sell or buy any business or assets, in which case we will disclose your Personal Data to the prospective seller or buyer of such business or assets
- if EV or substantially all of its assets are acquired by a third party, in which case Personal Data held by it about its customers will be one of the transferred assets.

We will only transfer your Personal Data to trusted third-parties who provide sufficient guarantees in respect of the technical and organizational security measures governing the processing to be carried out and who can demonstrate a commitment to compliance with those measures.

Selling or renting your Personal Data

We will never sell or rent your Personal Data to third parties without your opt-in consent.

Security

Although we use security measures to help protect your Personal Data against loss, misuse or unauthorized disclosure, we cannot guarantee the security of information transmitted to us over the internet.

All information you provide to us is stored on secure servers.

Any payment transactions will be encrypted using SSL technology.

Transfer of Personal Data outside of the European Economic Area (“EEA”) and international users

We are headquartered in the United States. Your Personal Data may be accessed by us or transferred to us in the United States or to our affiliates, partners, merchants, or service providers who are located worldwide. If you are visiting our

Site from outside the United States, be aware that your information may be transferred to, stored, and processed in the United States where our servers are located, and our central database is operated. By using our Service, you consent to any transfer of this information.

How long we store your Personal Data

We will store your Personal Data, in a form which permits us to identify you, for no longer than is necessary for the purpose for which the Personal Data is processed. We may retain and use your Personal Data as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements and rights, or if it is not technically reasonably feasible to remove it. Consistent with these requirements, we will try to delete your Personal Data quickly upon request.

Retention

We will retain your information for as long as your account is active or as needed to provide you with our Site. If you wish to cancel your account or request that we no longer use your information to provide you service, contact us at info@employvision.com. We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. We maintain one or more databases to store your Personal Data and may keep such information indefinitely.

Where we store your personal data

The Personal Data that you provide to us is generally stored on servers located in the United States. If you are located in another jurisdiction, you should be aware that once your Personal Data is submitted through our Site, it will be transferred to our servers in the United States and that the United States currently does not have uniform data protection laws in place

Cookies and Do Not Track policy

We use cookies for anonymous tracking data.

Links to third party sites and services

Our Sites may contain links to third party websites, applications and services not operated by us. These links are provided as a service and do not imply any endorsement by us of the activities or content of these sites, applications or services nor any association with their operators. Company is not responsible for the privacy policies or practices of any third party including websites or services directly linked to our Service. We encourage you to review the privacy policies of any third party site that you link from our Service.

Your rights

Correction and removal

If any of the information that we have about you is incorrect, or you wish to have information (including Personal Data) removed from our records, you may do so by contacting us at info@employvision.com.

Opting out

Additionally, if you prefer not to receive marketing messages from us, please let us know by clicking on the unsubscribe link within any marketing message that you receive, by sending a message to us at info@employvision.com

Your European rights

FOR EUROPEAN RESIDENTS ONLY. You have the right to ask us not to process your Personal Data for marketing purposes. We will usually inform you (before collecting your Personal Data) if we intend to use your Personal Data for such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right to Virtual Event such processing by checking certain boxes on the forms we use to collect your Personal Data. You can also exercise the right by contacting us using the [Contact us](#) section on our Site.

Under European data protection law, in certain circumstances, you have the right to:

Request access to your Personal Data. You may have the right to request access to any Personal Data we hold about you as well as related information, including the purposes for processing the Personal Data, the recipients or categories of recipients with whom the Personal Data has been shared, where possible, the period for which the Personal Data will be stored, the source of the Personal Data, and the existence of any automated decision making.

Request correction of your Personal Data. You may have the right to obtain without undue delay the rectification of any inaccurate Personal Data we hold about you.

Request erasure of your Personal Data. You may have the right to request that Personal Data held about you is deleted.

Object to processing of your Personal Data. You may have the right to prevent or restrict processing of your Personal Data.

Request restriction of processing your Personal Data Request transfer of your Personal Data. You may have the right to request transfer of Personal Data directly to a third party where this is technically feasible.

Withdraw your consent

In addition, where you believe that EV has not complied with its obligations under this Notice or European law, you have the right to make a complaint to an EU Data Protection Authority, such as the UK Information Commissioner's Office.

You can exercise any of these rights by contacting us using the [Contact us](#) section on our Site.

Your Californian rights

FOR RESIDENTS OF CALIFORNIA ONLY. Section 1798.83 of the California Civil Code requires select businesses to disclose policies relating to the sharing of certain categories of your Personal Data with third parties. If you reside in California and have provided your Personal Data to EV, you may request information about our disclosures of certain categories of Personal data to third parties for direct marketing purposes. Such requests must be submitted to us at one of the following addresses: info@employvision.com.

Employvision

Attn: Human Resources
285 Davidson Avenue, Suite 403,

Somerset, NJ 08873

Changes to this Notice

If we make any material changes to this Notice or the way we use, share or collect personal Data, we will notify you by revising the "Effective Date" at the top of this Notice, prominently posting an announcement of the changes on our Site, or sending an email to the email address you most recently provided us (unless we do not have such an email address) prior to the new policy taking effect.

Any changes we make to this Notice in the future will be posted on this page and, where appropriate, notification sent to you by email. Please check back frequently to see any updates or changes to this Notice.

7 Intellectual Property

7.1 All intellectual property rights in and to the Virtual Event, the Virtual Event content, and all materials distributed at or in connection with the Virtual Event are owned by EV, or the Virtual Event sponsors or speakers presenting at the Virtual Event. You may not use or reproduce or allow anyone to use or reproduce any trademarks or other trade names appearing at the Virtual Event, in any Virtual Event content or in any materials distributed at or in connection with the Virtual Event for any reason without the prior written permission of EV.

7.2 For the avoidance of doubt, nothing in this Agreement shall be deemed to vest in you any legal or beneficial right in or to any trademarks or other intellectual property rights owned or used under license by EV or any of its affiliates; nor does this Agreement grant to you any right or license to any other intellectual property rights of EV or its affiliates, all of which shall at all times remain the exclusive property of EV and its affiliates.

8 Disclaimer of Warranties, Limitation of Liability

8.1 EV gives no warranties in respect of any aspect of the Virtual Event or any materials related thereto or offered at the Virtual Event and, to the fullest extent possible under the laws governing this Agreement, disclaims all implied warranties, including but not limited to warranties of fitness for a particular purpose, accuracy, timeliness, and merchantability. The Virtual Event is provided on an “as-is” basis. The views, opinions, and positions expressed by the speakers, attendees, or sponsors at the Virtual Event are theirs alone and do not necessarily reflect the views, opinions, or positions of EV or any employee thereof. Virtual Event makes no representations as to accuracy, completeness,

timeliness, suitability, or validity of any information presented by speakers, attendees, or sponsors at a EV Virtual Event and will not be liable for any errors, omissions, or delays in this information or any losses, injuries, or damages arising from its display or use. EV does not endorse, and expressly disclaims all liability relating to, any of the products or services provided by speakers, attendees, or sponsors.

8.2 Except as required by law, neither EV nor its affiliates shall be liable for any direct, indirect, special, incidental, or consequential costs, damages or losses arising directly or indirectly from the Virtual Event or other aspect related thereto or in connection with this Agreement.

8.3 The maximum aggregate liability of Virtual Event for any claim in any way connected with, or arising from, the Virtual Event or this Agreement, whether in contract, tort, or otherwise (including any negligent act or omission), shall be limited to the amount paid by you to EV under this Agreement.

9 Miscellaneous

Virtual Event's failure to exercise any right provided for herein shall not be deemed a waiver of any further rights hereunder. EV shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond EV's reasonable control. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub-licensable by you except with EV's prior written consent. This Agreement shall be governed by the laws of the New Jersey and the parties shall submit to the exclusive jurisdiction of the New Jersey courts. A party that substantially prevails in an action brought under this Agreement is entitled to recover from the other party its reasonable attorneys' fees and costs. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating

to the subject matter of this Agreement, and that all modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you acknowledge that you do not have any authority of any kind to bind EV in any respect whatsoever.

In addition to this Agreement, if you are an Exhibitor or Sponsor for an Virtual Event, the following Exhibitor/Sponsor Terms and Conditions apply to you:

Employvision, Inc. ("EV") is referred to herein as "the Organizer". "Exhibitor" refers to the applicant indicated on the first page of the Sponsorship Agreement ("Cover Page") which forms part of this Agreement.

1. Payment and Terms - The Virtual Event Participation Fee is the total fee payable by the Exhibitor to the Organizer in respect of the licensing of the Virtual Exhibition Space, sponsorship, advertisement and related services. The amount and payment terms are stated on the Cover Page of the Exhibitor/Sponsorship Confirmation. All payments are non-refundable except as otherwise expressly provided herein. The entire Virtual Event Participation Fee must be paid in full prior to the Virtual Event dates. In the Virtual Event of total or partial cancellation (space size reduction) by the Exhibitor, the participation fee will not be reduced or refunded, and the total amount will be due.

If the Exhibitor fails to pay the entire Virtual Event Participation Fee at the time specified, or fails to comply with any of the terms and conditions or rules and regulations, the Organizer may reassign the exhibition booth location reserved for the Exhibitor and/or may resell the exhibition booth location to another party. The Organizer reserves the right to charge interest on all overdue amounts under this Agreement.

2. Cancellation/Termination - If the Exhibitor cancels or breaches this Agreement for any reason whatsoever, in addition to whatever rights the Organizer may have under applicable law, any payments made by the Exhibitor prior to the date of termination shall be retained by the Organizer

as liquidated damages and not as penalty. The Organizer and the Exhibitor agree that such amounts constitute a reasonable provision for liquidated damages. The Exhibitor shall also be liable for any payments required to be paid but not paid as of date of cancellation or breach of this Agreement.

If the exhibition premises which are used for the purpose of the Exhibition ("Exhibition Premises"), shall become in the sole discretion of the Organizer, unfit for occupancy, or if the holding of the Exhibition or the performance of any of the provisions of this Agreement are interfered with by virtue of any cause, this Agreement and/or the Exhibition (or any part thereof), may forthwith be terminated or cancelled by the Organizer without the Organizer being liable in damages or otherwise to the Exhibitor. The Organizer shall also not be responsible for delays, claims, demands, damages, losses, increased costs, liabilities, changes, actions, expenses or any other unfavorable direct or indirect, consequential or otherwise conditions arising by virtue of any cause not within the control of the Organizer. Upon termination or cancellation as aforesaid, the Organizer shall not be liable to the Exhibitor other than for a refund of the contract price paid by the Exhibitor prorated on the basis of the number of exhibition days remaining. For purposes hereof, the phrase "cause not within the control of the Organizer" shall include fire, casualty, flood, epidemic, earthquake, explosion or accident, blockage, embargo, inclement weather, governmental restraints, restraints or orders of civil defense or military authorities, act of public enemy, riot or civil disturbance or commotion, malicious damage, sabotage, vandalism, acts of terrorism, or other similar activities, strike, lockout, boycott or other labor dispute or disturbance, inability to secure sufficient labor, technical or other personnel, absence of premises required for the Exhibition, failure, impairment or lack of adequate transportation facilities, inability to obtain or requisition or commandeering of necessary supplies or equipment, change in local, state or other law, ordinance, rule, order, decree or regulation, whether legislative, executive or judicial, and whether constitutional, or act of God and the words "act(s) of" shall include "threat of or perceived threat of".

This Agreement may be terminated by the Organizer forthwith if in the Organizer's opinion, the Exhibitor does not or may be unable to perform or comply with any of its obligations.

3. Booth Assignment - The Organizer shall use reasonable efforts to make booth assignments in accordance with the Exhibitor's requests. However, the Organizer reserves the right to make final determination of all booth assignments. The Organizer shall have no liability for its failure or inability to comply with the Exhibitor's requests, and the Exhibitor shall have no right to cancel this Agreement because of the Organizer's failure to comply with the Exhibitor's requests.

Exhibition booths will be allocated at the Organizer's full discretion. The Organizer may change the floor plan and/or the configuration of the exhibition booths.

4. No Assignment or "Subletting" of Space - The assigned booth space is for use by the Exhibitor only. The Exhibitor may not assign this Agreement and may not permit or "sublet" all or any part of its assigned booth space to any other business or firm, unless the Organizer has given prior written approval. Any such assignment, permission or "sublease" without the Organizer's prior written approval shall be null and void.

The Exhibitors are not permitted to give their assigned booth space either fully or in part to a third party, whether for payment or free of charge.

5. Warranty - The Exhibitor represents, warrants and undertakes that it is entering into this Agreement as principal and not as agent or nominee of any third party, and the exhibits to be displayed by the Exhibitor at the Exhibition ("Exhibit") do not infringe or are not likely to infringe any patent, trademark, copyright and other intellectual property right of any party and it agrees that in the Virtual Event of any breach of the representations, warranties and undertakings herein contained in this Agreement, the license herein granted may be terminated by the Organizer (without the Organizer being liable for any damages or claim whatsoever and without prejudice to the Organizer's other rights and remedies) and the Exhibitor shall indemnify the Organizer against all claims, demands, losses, liabilities, charges, actions and expenses incurred by the Organizer as a result of such breach.
6. Right to Reject or Eject - The Organizer may reject, eject or prohibit the Exhibit in whole or part, or the Exhibitor or its representatives, with or without giving cause. If cause is not given, the maximum liability of the Organizer (if any) shall not exceed the prorated amount of the contract price paid by the Exhibitor based on the number of days of the Exhibition

remaining at the time of ejection. If any exhibit or the Exhibitor or its representatives is ejected for violation of any provisions of this Agreement or for any other stated reason, no refund of any portion of the contract price shall be made.

7. Right of Possession - The Exhibitor hereby grants to the Organizer, the right for the purpose of ensuring the due performance by the Exhibitor of its obligations under this Agreement to take possession of all property of the Exhibitor including the Exhibit on the Exhibition Premises. Such right to possession shall be superior to that of any person. All property shall be deemed to be pledged to the Organizer as security for the performance by the Exhibitor of its obligations under this Agreement and the Organizer may remove, sell or otherwise dispose of all the same upon such terms and conditions as it deems fit. If such property is not removed from the Exhibition Premises by the end of the removal period, then the Organizer shall be at liberty to remove, sell or otherwise dispose of such property, and the net proceeds applied by the Organizer for such purpose as it deems appropriate. The Exhibitor shall indemnify the Organizer against all costs and expenses incurred in connection with such removal, sale or disposal and any claim by a third party to any such property so sold or disposed of.
8. Fire, Safety and Health – The Exhibitor assumes all responsibility for compliance with local ordinances and regulations covering fire, safety and health.
9. Licenses/Permits – The Exhibitor shall be responsible for obtaining any licenses, permits or approvals required under local or state law applicable to the Exhibit and activity at the Exhibition. The Exhibitor shall be responsible for paying all taxes, license fees or other charges that shall become due to any government authority in connection with the Exhibit and their activities at the Exhibition.
10. Property Loss or Damage - The Organizer shall not be responsible for any loss of or damage to any property of the Exhibitor or of its booth personnel, representatives, agents, servants, employees, contractors, patrons, guests, licensees or invitees. All of the Exhibitor's property remains under its custody and control in transit to and from the Exhibition Premises and while it is in the confines of the Exhibition Premises. The Exhibitor shall be solely responsible for the loss of or damage to any

property of the Exhibitor's personnel, including but not limited to the Exhibitor's booth personnel and representatives, models, demonstrators and actors. Accordingly, it is the Exhibitor's responsibility to obtain adequate insurance or otherwise protect itself and its property and the property of its booth personnel, representatives, agents, servants, employees, contractors, patrons, guests, licensees or invitees.

11. Liability and Insurance - In addition to property insurance described above, the Exhibitor shall obtain and keep in force during the term of the installation and use of the exhibit premises, All Risks & Public Liability Insurance policies in an amount not less than \$1,000,000. The Exhibitor must provide the Organizer with a certificate of insurance upon request. The Organizer reserves the right to prohibit the Exhibitor from setting up or operating its assigned booth space without having provided a certificate of insurance.
12. Indemnification – The Exhibitor shall be liable for and shall insure, indemnify fully and effectively and hold the Organizer, their respective shareholders and all government, statutory and regulatory bodies and agencies of the country where the Exhibition is held and their respective directors, officers, agents and servants harmless against any and all costs, claims, demands, losses, liabilities, charges, actions and expenses which any of them may be subject to or may incur or which may be made, claimed or instituted against them or any of them as a result of any act, breach of any of the terms of this Agreement, omission, conduct or failure of the Exhibitor or its directors, officers, agents, servants, invitees or independent contractors. The Exhibitor's aforesaid indemnity shall extend to cover all losses or injuries caused to any persons or property howsoever caused by the Exhibitor or the Exhibit or its personnel, or otherwise arising while the said persons are upon or examining, observing or passing the Exhibit or booth occupied by the Exhibitor, or by the demonstration of or otherwise in connection with the Exhibit.
13. Liability Limitation - The liability of the Organizer (if any) shall under no circumstances (whether arising from breach of contract, tort or otherwise) exceed the amount of the Virtual Event Participation Fee paid by the Exhibitor.
14. Venue Exhibit Rules and Regulations - Further rules and regulations pertaining to the Exhibition can be found in the Exhibitor Manual and other

documents supplied by the Organizer from time to time. The Organizer may at any time and from time to time make further rules and regulations (having immediate effect) in relation to any aspect of the Exhibition. Such rules and regulations shall be deemed to form part of this Agreement, and shall be binding on the Exhibitor.

The Organizer reserves the right to require the Exhibitor to alter the Exhibit before or during the Exhibition, as the Organizer deems to be in the best interests of the Exhibition. Such changes shall be made at the Exhibitor's expense and are subject to the approval of the Organizer.

15. Partial Invalidity - The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision herein.
16. Revocation - Upon termination of this Agreement the license granted is revoked and thereupon the Exhibitor shall immediately leave the Exhibition Premises and remove the Exhibit.
17. Set-Off Clause - The Organizer may in its sole discretion, deduct from or set-off against any money due by the Organizer to the Exhibitor or any sum which the Exhibitor is liable to pay to the Organizer.
18. Assignment Clause - The Organizer may without the consent or approval of the Exhibitor, assign or transfer its rights and/or obligations under this Agreement. The Exhibitor may not assign or transfer any of its rights or obligations under this Agreement.
19. Integration - This Agreement contains the entire agreement between the Organizer and the Exhibitor. It may not be orally modified. Only an agreement in writing signed by a duly authorized representative of the party against whom enforcement or waiver or modification is sought will be enforceable.
20. Governing Law & Jurisdiction - This Agreement shall be governed by, and construed in accordance with the laws of the State of New Jersey. Any action commenced by the Exhibitor arising out of or relating to this Agreement, or arising out of or relating to the Exhibition shall be brought solely in the courts of the County of Somerset, New Jersey. The Exhibitor consents to the jurisdiction of the courts Somerset County, New Jersey for the resolution of any action arising out of or relating to this Agreement, or arising out of or relating to the Exhibition.