

REVISED: 07/29/23

PEW PEEPS EXPO License Terms & Conditions

Knowledge Base Rules / Policies / Guidelines License Terms & Conditions

Company identified in the Vendor Application (Page 1), including its directors, officers, employees, guests, contractors, agents and other authorized and approved representatives, is hereinafter referred to as "Vendor," and Tiger Tora Consulting LLC, Pew Peeps Expo, together with their affiliates and each of their respective directors, officers, employees, and authorized agents, are hereinafter collectively referred to as "Expo Management."

Expo Management grants Vendor the limited, non-transferable revocable License (defined in Section 4) to participate in the Pew Peeps Expo (the "Expo") and prepare an exhibit of its products and/or services as described in its Vendor Application subject to the terms stated herein. Expo Management shall have the exclusive right in establishing, interpreting, and enforcing the terms of this License, including determining whether there have been any violations, and its decisions are final and binding.

1. **Pew Peeps Expo Owner & Manager Information.** The Pew Peeps Expo is owned and managed by Tiger Tora Consulting LLC, 15338 NE 96th PLC, Redmond, WA, 98052.
2. **Admissions.** Admission to the Expo is open only to qualified commercial buyers and sellers doing business in the industry served by the Expo and who are registered with Expo Management. No persons under 6 years of age (including infants) will be admitted to the Expo. It is a violation for any Expo attendee (Vendor or general attendee) to falsely certify third parties for admission to the Expo, including, without limitation, permitting a third party to register using the attendee's company name unless the third party is a member of attendee's personnel or has a contractual business relationship with the attendee (other than as a consumer of attendee's products and/or services for personal use) or using any other method to assist ineligible parties to gain admission to the Expo. All attendees must meet Expo eligibility requirements and admissions to the Expo are subject to verification by Expo Management. Expo badges constitute a limited, revocable license to attend the current Pew Peeps Expo. Badges cannot be reproduced, transferred or resold. Expo badges are the property of Expo Management and may be revoked at any time for any reason. Expo Management shall have sole control over admission policies at all times and may establish new policies or revise existing policies at any time. Expo Management reserves the right to take appropriate action in enforcing admissions policies, up to and including evicting Vendors and attendees from the Expo found in violation of admission policies.
3. **License.** This License includes all rules, regulations and other provisions set forth herein, and incorporates by reference the Vendor Application (Page 1) all the regulations and rules set forth in the online Vendor Resource Center, including the Vendor Rules & Regulations, and the rules

of the Expo facility, together with any other terms incorporated by reference herein or therein (as any of such may be amended, supplemented or terminated from time to time by Expo Management) (collectively, the "License") and Vendor agrees to be bound by such. This License is issued solely and exclusively to the named Vendor identified in the Vendor Application. Subject to Expo Management approval, only the name of the Vendor identified in the Vendor Application may be placed on its booth or in the printed list of Vendors of the Expo. Exhibiting manufacturer's representatives and/or distributors must list their participating principals as the Vendors of record. This License is a limited, non-transferable, revocable license permitting Vendor to occupy and utilize the booth area or other space assigned to it by Expo Management at the Expo and to exhibit permitted products/services and utilize such services as are provided by Expo Management, subject to all License terms. Expo Management reserves all other rights not expressly granted to Vendor. Neither Expo Management nor the Expo endorse, certify or assume responsibility for Vendors or their products or services. Mere participation in the Expo or issuance of this License does not imply such endorsement, certification or Expo Management responsibility. This License can be revoked at any time at the sole discretion of Expo Management, including, without limitation, for any Vendor violation of this License. Vendor agrees that this agreement is a license and that it does not constitute a lease or other rental agreement.

4. Acceptance of Booth Application. Expo Management's receipt of an executed Vendor Application and/or a payment does not constitute acceptance by Expo Management. Expo Management reserves the right to accept or reject a Vendor Application up until 45 business days after its receipt regardless of whether any payment has been made. Any payments made in connection with a rejected Vendor Application will be returned.

5. Payment. In order to reserve Expo booth space, a non-refundable deposit in the amount identified in the "Payment Schedule" on the Vendor Application is required upon the return of the Vendor Application to Expo Management. Vendor shall pay all remaining booth registration fees in accordance with the Payment Schedule. All fees and related charges due, including additional fees, if any, for advertising insertions or payments by credit card, together with any late fees thereon, must be paid in full before Vendor shall be permitted to install its display at the Expo. The Vendor Application shall serve as Vendor's invoice for all amounts owed to Expo Management should a separate invoice be delayed or not be issued. Failure by Vendor to pay all booth and other fees in full in a timely manner may be considered a withdrawal or cancellation by Expo Management and may result in the Vendor being prohibited from participation in the Expo and forfeiture of payment already rendered.

6. Offset. Expo Management shall have the right to set off against any amount which may be due from Expo Management to Vendor, pursuant to the License or otherwise, any amounts owed to Expo Management by Vendor or its affiliates for any reason. In addition, Expo Management shall have the right to apply and deduct any amounts received from Vendor under this License to any other amounts due to Expo Management from Vendor or its affiliates.

7. Rules & Regulations. Expo Management may issue and enforce such rules, regulations and policies it deems necessary for the safe, orderly and commercially sound operation of the Expo. Vendor agrees to comply with all such rules, regulations and policies, including, without limitation, the Vendor Rules & Regulations, the Exhibit Display Regulations, the Rules of the Expo Facility, and all other rules, regulations and policies (collectively "PR&Rs" in existence or as amended from time to time) governing the Expo and Facility, and acknowledges, if requested, receipt of a copy of the same. Expo Management will use its best reasonable efforts to notify Vendor of any changes to Expo rules, regulations and policies, but Vendor acknowledges and agrees that it retains the responsibility to keep itself apprised of the current PR&Rs.

8. Default in Occupancy. The actual occupancy by Vendor of its Expo booth is of the essence. If Vendor does not occupy its booth, Expo Management, in its sole discretion, is entitled to occupy the booth or cause it to be otherwise occupied as Expo Management deems in the best interest of the Expo without in any way releasing Vendor from any liability hereunder. If Vendor's booth is not occupied by the time set for completion of installation of displays, Vendor shall be in breach of this License and such space may be repossessed and used by Expo Management for any purpose it may see fit. If Vendor's exhibit fails to arrive, Vendor is nevertheless responsible for exhibit space cost.

9. Vendor Violations. If Vendor breaches any of the terms under this License, and Vendor fails to correct such violation after notification at its expense, in addition to any other actions Expo Management may take as identified elsewhere in this License, Expo Management may (i) revoke this License, (ii) evict Vendor from the Expo and prohibit Vendor from attending and/or exhibiting at any future exhibitions run by Expo Management, (iii) retain all amounts paid in connection with the Expo and issue no refunds, (iv) take back any or all accumulated priority points for the Expo or for any previous exhibitions, (v) collect from Vendor upon demand any outstanding fees as of the date of Vendor's default (including attorney's fees, costs and interest), and (vi) pursue any other legal or equitable remedies to which Expo Management is entitled.

10. Cancellation, Withdrawal, and Downsizing. In reliance on Vendor's acceptance of this License, Expo Management shall incur expenses, allocate resources, and take other actions in connection with Vendor's anticipated attendance at the Expo. Accordingly, any cancellation of the License or withdrawal from the Expo by Vendor: (a) must be effected by written notice to Expo Management via certified mail, return receipt requested; and (b) entitles Expo Management to the full amount of all fees paid to date by Vendor plus any amounts due per the Cancellation in the Vendor Rules and Regulations as reasonable liquidated damages for Expo Management's costs and detrimental reliance on Vendor's original acceptance and not as a penalty. If Vendor desires to downsize the booth requirements to which it originally agreed under the License, then it: (a) must do so by written notice to Expo Management via certified mail, return receipt requested, to be effective; and (b) shall pay to Expo Management an amount equal to its revised financial obligation due to the change in its booth requirements, in addition to any assessed liquidated damages. Expo Management retains the right to relocate the

Vendor's booth anywhere within the Expo facilities as Expo Management may determine in its sole discretion to be in the best interest of the Expo. Cancellations or withdrawals may result in the forfeiture of all accumulated Expo payments.

11. Eligible Exhibits. Vendor agrees to prepare an exhibit of its qualified products and services in accordance with this License. Exhibits will be limited to those companies or other entities offering materials, products, or services of specific interest to Expo attendees that directly pertain to the function and industry to which the Expo relates. Expo Management reserves the right to determine the appropriateness and/or eligibility of any product or services displayed or promoted. Additional information relating to eligible products categories for exhibiting at the Pew Peeps Expo can be found in the Vendor Rules & Regulations.

12. Assignment, Subletting or Sharing of Booth Space; Booth Usage. This License is non-assignable and nontransferable by Vendor. Vendor shall not transfer, assign, sublet, share or otherwise permit any other person or company to use, occupy or conduct business from Vendor's booth, or any part thereof, unless pre-authorized in writing by Expo Management. Any attempted assignment or transfer of this License, or any interest herein, shall be null and void and shall constitute a breach, resulting in termination and cancellation of Vendor's right to participate at the Expo. Expo Management may assign and/or delegate its duties under this License at any time to any third party or affiliate, by operation of law, or otherwise. Vendor shall not exhibit, offer, distribute or otherwise advertise products or services not produced, distributed or offered by Vendor in the normal course of its business, unless such products or services are required for the proper demonstration or operation of Vendor's display, in which case identification of such products or services shall be limited to the regular brand, nameplate, imprint, or other identification which in standard practice normally appears on them or as which they are commonly known.

13. Business Licenses, Permits, and Authorizations. Prior to exhibiting at the Expo, Vendor shall obtain all necessary licenses, permits and authorizations and shall comply with all applicable federal, state and local laws and regulations for the business that Vendor will conduct at the Expo. Vendor represents and warrants to Expo Management that it will take full responsibility for obtaining such licenses, permits and authorizations and agrees to permit inspection by Expo Management and appropriate government officials at any time.

14. Damage to Property. Vendor shall pay the actual cost to replace, repair and/or restore, in Expo Management's discretion, any part of the Expo Facility (e.g., floors, walls or columns) or booth equipment provided (ordinary wear and tear excepted), or other Vendors' property, that is damaged, destroyed or suffers other casualty by Vendor. Vendor may not apply paint, lacquer, adhesives, or other coating to building columns and floors or to standard booth equipment.

15. Exclusive Services; Approved Service Contractors. Expo Management has retained independent, official Expo contractors to provide the following exclusive services: material

handling, drayage, cartage, electrical, rigging, utilities, lead retrieval, and other related services. All such services are provided only upon request. Payment for services provided is the sole responsibility of the Vendor. Official Expo contractors and their prevailing rates will be listed in the Vendor Resource Center. All rates are subject to change at any time. Expo Management assumes no responsibility or liability for any services performed or materials delivered by any Expo contractor. Agreements for these services and payment shall be made directly between Vendor and Expo contractors. Vendors may use contractors other than official Expo contractors in limited circumstances. Use of unofficial, Vendor-appointed contractors shall require the advance written consent of Expo Management and they shall be required to comply with all PR&Rs and federal, state and local laws. Additionally, all unofficial Vendor-appointed contractors must meet the minimum insurance requirements established by Expo Management and provide proof of such insurance naming Tiger Tora Consulting LLC, Pew Peeps Expo, The Henry B. Gonzalez Convention Center, as well as each of their affiliates and respective directors, officers, employees, agents, contractors, authorized representatives, successors and assigns, as additional insureds thereunder. Where union labor is required because of Expo Facility or contractor requirements, Vendor agrees to comply with such rules and regulations. Rules and regulations for union labor are made by the local unions and these regulations may change at any time without notice.

16. Termination of Expo. In the event that the Facilities in which the Expo is to be or is being conducted shall become, in the sole discretion of Expo Management, unavailable, or in the event the holding or continuation of the Expo or the performance by Expo Management of its obligations under the License are interfered with by virtue of any cause or causes not reasonably within the control of Expo Management, this License and/or the Expo (or any part thereof) may be terminated by Expo Management. Expo Management shall not be responsible for delays, damage, loss, increased costs or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of Expo Management. If Expo Management terminates this License and/or the Expo (or any part thereof), then Expo Management may retain such part of Vendor's Expo fee and/or other payments 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. In the event of such termination, Vendor expressly waives any and all recourse or claims for loss or damages against Expo Management. For purposes hereof, the phrase "cause or causes not reasonably with the control of Expo Management" shall include, but not be limited to: acts of God; fire; casualty; flood; epidemic; earthquake; explosion or accident; blockade; embargo; inclement weather; war (declared or not); terrorism (domestic or foreign) governmental restraints; restraints or orders of civil defense or military authorities; act of public enemy; riot or civil disturbance; strike, lockout, boycott or other labor disturbance; venue cancellation or operations of the venue; failure of Expo Management contract negotiations; inability to secure sufficient labor; technical or other personnel failure; impairment or lack of adequate transportation facilities; inability to obtain, or condemnation, requisition or commandeering of necessary supplies or equipment; federal, state or local laws, ordinances, rules, orders, decrees or regulations whether legislative, executive or judicial, and whether constitutional or unconstitutional

17. Interest and Collection Fees. Any Vendor failing to meet its financial obligations to Expo Management when due will continue to be responsible for all outstanding payments and may be required to pay interest on such amounts at a rate of 1% per month (12% per annum), or the maximum rate allowable by law, as well as, any fees, including court costs, collection fees, and attorney's fees, Expo Management may incur to collect any amounts past due.

18. Indemnity; Limitation of Liability. Vendor agrees to defend, indemnify and hold harmless Expo Management, the Expo Facility, the owner of the Expo Facility, and each of their affiliates and respective directors, officers, employees, agents, contractors, authorized representatives, successors and assigns, from and against all claims, losses, suits, damages, judgments, expenses, costs and charges of every kind (including, without limitation, reasonable attorney's fees and costs) which may be made or instituted against them arising out of or resulting from, in whole or in part, Vendor's execution of this License, its occupancy of the space herein licensed or its presence at the Expo by reason of bodily or personal injuries, death, property damage or any other cause sustained by any persons or others. Vendor's defense, indemnity and hold harmless obligations shall extend to any and all claims, losses, suits, damages, judgments, expenses, costs and charges of every kind (including, without limitation, reasonable attorney's fees and costs) including, without limitation, those associated with, in whole or in part (i) Vendor's alleged or actual intentional or negligent acts or omissions, and (ii) Vendor's actual or alleged violation of third party rights (including, but not limited to, infringement of intellectual property rights or other proprietary or business rights). Expo Management shall not be responsible for, and Vendor releases Expo Management from liability for, any damage, loss, harm or injury to Vendor or Vendor's display or property, whether resulting from fire, storms, acts of God, heating, ventilation or air conditioning failure, theft, pilferage, mysterious disappearance, lost, delayed or rejected shipments either coming in or going out of the Expo, or other causes of any kind. All persons allowed in Vendor's booth and property brought to the Expo by Vendor is done so at Vendor's own risk. Vendor is strongly advised to maintain its' own insurance to insure against such risks.

19. Security. Expo Management will provide the services of a reputable and licensed protective agency to patrol the general Expo during the period of installation, show, and dismantling, but Expo Management has no obligation and is not agreeing to protect, secure or monitor any specific Vendor booth space or property found therein. Vendor agrees that the provision of such services constitutes adequate discharge of all obligations of Expo Management to supervise and protect Vendor's property within the Expo. Vendors may contract additional guards at their own expense and risk to protect persons and property, only with prior approval by Expo Management. Contracted guards must be locally licensed, shall be restricted to designated areas, and no weapons of any type are permitted without Expo Management's prior written authorization.

20. Insurance. Vendor understands and agrees that Expo Management, the Expo, the Expo Facility owner, or the jurisdiction in which the Expo occurs do not and will not maintain insurance covering Vendor, and it is the sole responsibility of Vendor to obtain at its cost sufficient insurance coverage for its Expo activities, including coverage for its property and its employees,

guests, agents, contractors and other authorized. Vendor is strongly advised to verify that its insurance includes extraterritorial coverage, and that it has its own theft, public liability, and property damage insurance. The following is the minimum suggested insurance coverage Vendor should obtain and have in effect for the Expo: (i) Commercial General Liability insurance against claims for bodily injury (including death), personal injury, property damage, as well as contractual, advertising and products/completed operations liability occurring in or upon or resulting from the Expo, with combined single limits of liability of at least \$1,000,000 per occurrence, with Tiger Tora Consulting LLC, Pew Peeps Expo, Expo Facility, and the Expo Facility owner added as additional insured on a primary non-contributory basis; and (ii) Workers Compensation and Employers Liability insurance as required by the law of the state in which the Expo is held. Insurers writing such policies should be licensed in the state where the Expo takes place. The recommended insurance coverage and limits stated herein are minimum requirements and in no way limit the liability of the Vendor in the event of a claim. Vendors that obtain approval from Expo Management to dispense food and beverage samples or other perishable products, including alcohol, must have appropriate food and beverage/liquor liability insurance covering such activities. Vendors with approval from Expo Management to exhibit automobiles or other motorized vehicles must have appropriate insurance covering theft, damage or loss to such property or claims related to the exhibition of such property. Tiger Tora Consulting LLC, Pew Peeps Expo, and the Expo Facility and the Expo Facility owner must be named as additional insured under all such insurance policies.

21. Resolution of Disputes. In the event any dispute or disagreement arises during the Expo between Vendor and an official Expo contractor, between Vendor and a labor union or labor union representative, between two or more Vendors, or between Vendor and other third party, all interpretations of the rules governing the Expo, actions, or decisions concerning the dispute or disagreement that may be made by Expo Management intended to resolve the dispute or disagreement shall be binding on Vendor.

22. Applicable Law; Forum Selection Clause. This License is deemed to be entered into in the State of Connecticut and governed by the laws of the State of Connecticut without regard to any conflicts or choice of law principles thereof. Vendor consents to the exclusive jurisdiction of the courts of the State of Connecticut for the resolution of any and all disputes and claims arising out of this License. Expo Management, however, shall not be obligated to enforce its rights in the State of Connecticut, and instead, may enforce its rights in any other proper jurisdiction. Vendor 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 Connecticut or any other jurisdiction chosen by Expo Management to enforce its rights hereunder.

23. Attorney's Fees and Costs. If any action or proceeding is brought to enforce or interpret this License, the prevailing party in such action or proceeding shall be entitled to recover from the other party the actual costs, expenses, and attorneys' fees (including all related costs and expenses) incurred by such prevailing party in connection with such action or proceeding and in connection with obtaining and enforcing any judgment.

24. Changes to Dates, Venue and Booth Space. Expo Management shall, at its sole discretion, be entitled to change the dates and/or the venue for the Expo upon written notice to the Vendor. Expo Management shall not be liable for any costs, damages, fees or expenses of Vendor as a result of such changes in the Expo schedule or location. Additionally, Expo Management reserves the right to relocate Vendor to any space within the Expo facility at any time. Expo Management shall be entitled to retain any portion of Vendor's Expo fee paid to date and said amount shall be applied to the Expo as though no change in dates or venue had occurred. Any remaining payments from Vendor shall be due in accordance with the agreed upon Payment Schedule terms for the Expo. In the event that Vendor should cancel participation, due to a change in date, venue, or space assignment by Expo Management, Vendor would be subject to liquidated damages as set forth herein.

25. Interpretation; Amendment to Rules. Expo Management shall have the exclusive right in establishing, interpreting, and enforcing this License, including determining whether there has been a violation of this License, and its decisions are final and binding. Any matters not specifically covered by this License shall be subject solely to the decision of Expo Management. Expo Management reserves the right to adopt further rules and regulations, amend existing rules and regulations or terminate such rules and regulations, as may be deemed necessary by it for the general success of the Expo. Any such revisions or amendments when made and brought to the attention of Vendor shall be and become part hereof as though originally incorporated herein and Vendor shall be subject to the provisions of the License as so amended or supplemented.

26. Expo Mailing List; Privacy. Mailing lists containing Vendor's company contact information may be used by Expo Management for its own communications and made available by Expo Management to other registered Vendors of the Expo and third parties pursuant to a separate license. By providing Expo Management with the information on the Vendor Application, Vendor consents to Expo Management's use of Vendor's company contact information and any compilation and dissemination of such information by Expo Management to registered Vendors of the Expo and other parties for their respective use. Vendors should refer to the opt-out instructions in the communications they may receive if they do not want to receive further communications.

27. Americans with Disabilities Act. It is the responsibility of Vendor to make its booth space fully accessible to those with physical or other impairments and to comply with all applicable federal, state and local laws and regulations, including the American with Disabilities Act ("ADA").