











of, this Agreement, in respect of any transfer of Personal Data from Sponsor (as "data exporter") to IAAPA (as "data importer") where such transfer would be prohibited by applicable Privacy Legislation (or by the terms of data transfer agreements put in place to address the data transfer restrictions of applicable Privacy Legislation) in the absence of SCCs. With respect to Article II (h) of the SCCs, IAAPA will process Personal Data in accordance with the data processing principles set forth in Annex A to the SCCs. The SCCs shall come into effect on the commencement of a relevant transfer as described in this item d.

e. Exhibitor agrees and acknowledges that any data other than Personal Data, which IAAPA has obtained from Exhibitor, may be freely shared with and transferred to IAAPA and IAAPA's affiliates and any third party for commercial purposes unless Exhibitor has specified to the contrary in writing stating what data may not be so shared or transferred.

f. Exhibitor acknowledges and agrees that its use of the Internet access and Wifi service provided by the Event Facility shall be in compliance with the applicable terms and conditions of use and that it will abstain from sending or receiving any message, data, file, content or signal which is in breach of law and order, common morality, legislation on press infringements, applicable

Privacy Legislation, Internet copyright protection law, laws on the protection of minors, trade secrets, private correspondence or private information on the Internet.

g. Exhibitor understands and expressly acknowledges it has been informed that its rights, and those of any third party users who log on and use the Internet access and Wifi service provided by the Event Facility, to access, modify, delete or object to the processing of Personal Data and to the transmission thereof to any third parties, shall be exercised in accordance with the applicable Privacy Legislation and the legislation applicable in the United States of America.

**12. Liability, Hold Harmless and Indemnification:** Exhibitor agrees that neither the Event Facility nor the Association shall be liable for any claims, losses, damages, death, injuries or liability which may be sustained by any person who may be on the premises leased by or assigned to the exhibitor, (including but not limited to) any agent, employee, representative or guest of the exhibitor, or any other person or entity.

The exhibitor agrees that it will hold harmless and indemnify the Event Facility and the Association from any and all claims, including third party infringement claims, losses, damages, death, injuries or liability whatever (including without limitation, reasonable attorney's fees and costs) whether to property, person or otherwise, that arise in whole or in part from the omissions or willful misconduct or breach of this Contract by exhibitor, or its agents, employees, representatives, guests or invitees related to or arising in connection with exhibitor's performance under this Contract.

In no event will IAAPA be liable to the exhibitor, whether in contract or tort, for any amount in excess of the exhibit space rental fee in relation to any damages, including lost profits, arising out of or relating to the IAAPA Event, the rental of exhibit space, the conduct of IAAPA, any breach of this Contract, or any other act, omission, or occurrence. In no event shall Association be liable, whether in contract or tort, for any indirect, consequential, exemplary, punitive or special damages or awards.

**13. Insurance:** At the time of making the final payment for space under this Contract, and before beginning any work or efforts in connection with the Event, every exhibitor shall carry general liability insurance and name "IAAPA, Freeman, Orange County Convention Center, its entities, subsidiaries, agents, representatives, officers, staff, volunteers and employees" as additionally insured. The exhibitor's policy must include special events, and must be primary as to any other valid and collectible insurance, but only as to the acts of the named insureds. The exact show dates including move-in and move-out must be included on this certificate, as well as policy numbers, effective dates, and limits. All policies shall evidence insurance written by a carrier licensed to do business in the country in which the Event is held. Minimum limits required to be carried by exhibitors displaying amusement rides and/or mechanical, electrical or other devices or displays involving audience participation, and any exhibitors using flammable materials or cooking equipment must carry a minimum US\$2 million per occurrence and have a total combined aggregate policy of US\$3 million. Certificate must read "Coverage for participants is not excluded." All other exhibitors are required to carry a minimum US\$1 million per occurrence and US\$2 million general aggregate. In addition, all exhibitors are recommended to obtain a minimum of US\$300,000 fire damage, US\$10,000 medical expenses, US\$1 million personal and advertised injury and US\$2 million products and completed operations policy. The coverages and limits set forth are considered minimum requirements and in no way limit the liability of the exhibitor. Notwithstanding the above minimums,

IAAPA reserves the right to require an insurance policy in excess of the amounts stated. The compulsory insurance fee to be paid with the contract is a supplemental policy IAAPA is taking out on behalf of the exhibitor.

**14. Obligations At End of License:** Before the termination of the license period, license period being from 8:00 a.m., November 11-21, 2021, exhibitor shall vacate the Event Facility and the facilities and return the equipment in the same condition and repair as originally furnished to the exhibitor, normal wear and tear excepted. In the event the Event Facility or the facilities are not so vacated, then the Association and/or the Orange County Convention Center is authorized, at the expense of the exhibitor, to remove and store or return to exhibitor, or unless the exhibitor's failure is due to an event beyond the control of the exhibitor such as strikes or Acts of God, to treat as abandoned and discarded property and dispose of all goods, wares, merchandise and property of the exhibitor. The Association and/or the Orange County Convention Center shall not be liable for any damages or loss to such goods, wares, merchandise or other property which may be sustained either in the course of such removal, or in the course of transit, or by virtue of the Association's and/or the Orange County Convention Center's disposal of the property. The exhibitor hereby expressly releases Association and/or the Event Facility from any such claims for damages of whatsoever kind or nature.

**15. Security:** Neither the Association nor the Event Facility shall be in any way liable or responsible for any loss or disappearance of any object, item, good or materials of any kind, from exhibitor's booth space or from the Event Facility, except for such loss or disappearance as is due to intentional and tortuous theft committed by the employees of the Association or the Orange County Convention Center. The Association and the Orange County Convention Center provide certain security services, including providing advice on security measures, as a convenience to exhibitors, but the responsibility for the security and safety of an exhibitor's area, product, and property rests solely with the exhibitor.

**16. Miscellaneous:** The above rules and regulations are all deemed to be of the essence of this Contract. A material breach of any of them shall be deemed a breach of Contract entitling IAAPA to immediately cancel the exhibitor's Contract. Upon cancellation, IAAPA may take possession of the exhibitor's space, remove all person and properties of the exhibitor and hold the exhibitor accountable for all risk expense incurred in such removal. The Association reserves the right to make any changes necessary for the best interest of the trade show.

**17. IP Enforcement Policy:** In an effort to ensure any claims or disputes by exhibitors at the Event (or in the time period prior to the Event) are handled in a nondisruptive manner, the Association hereby agrees to provide all exhibitors at the Event with the services of an intellectual property mediator ("IP Mediator"). At the Event and in the time period leading up to the Event, IP Mediator will provide assistance to exhibitors by evaluating potential intellectual property infringement claims and will work closely with the Association to issue any Sanctions (as defined below), if necessary.

The Exhibitor understands and agrees that the IP Mediator is a neutral party enlisted to mediate and settle disputes between exhibitors related to intellectual property or proprietary rights, as well as any violation of the Rules. Exhibitor understands and agrees that all decisions made by the IP Mediator are final, and shall not be subject to appeal or challenge.

The Exhibitor understands and agrees that, at the Event and in the time period leading up to the Event, any exhibitor ("Complaining Exhibitor") may lodge with IP Mediator a complaint against any other exhibitor ("Defending Exhibitor"), which after investigation may result in the Sanctions by the IP Mediator or the Association at the Event. IP Mediator's evaluation of such a complaint will be free of charge to the Complaining Exhibitor. Exhibitor understands and agrees that the enforcement action or sanctions ("Sanctions") shall be issued by IP Mediator and/or the Association in their sole discretion and may include but shall not be limited to: (i) the removal of any item, product, catalog, photograph or image (whether in digital or print) material, URL, product or device ("Exhibitor Content"); (ii) the shutdown of an exhibitor's booth at the Event; (iii) restrictions on access or services provided by the Association; (iv) a loss of membership to the Association; or (v) a ban from any future show or event.

The Exhibitor understands and agrees that any determination by IP Mediator and/or the Association to issue any Sanctions is not a legal determination that any intellectual property infringement or violation has occurred; instead, Sanctions shall be issued (i) to enforce the rules and guidelines at the Event, including the Rules; (ii) when IP Mediator believes that the display of any Exhibitor Content is potentially infringing on another exhibitor's intellectual property or proprietary rights; or (iii) when IP Mediator and/or Association believes the display of any Exhibitor Content is disruptive to the Event.

In exchange for being permitted to exhibit at the Event and also for the services described above, Exhibitor agrees as follows:

a. That Association is not responsible or liable for any claimed or recognized violations of the Exhibitor's intellectual property or proprietary rights, including any claims for trademark, copyright or patent infringement or any claims of counterfeiting or other violations of proprietary rights.

b. That the Exhibitor will abide by any and all intellectual property laws, rules or guidelines, including the Rules, whether imposed by national or local laws or by the Association as part of its ownership and/or management of the Event.

c. That the IP Mediator and the Association have no obligation to enforce or act on the behalf of the Exhibitor and that both IP Mediator and Association may, in their sole discretion, determine whether to issue Sanctions or take any action in any case, depending on the facts presented by the Complaining Exhibitor. Nothing herein obligates IP Mediator or Association to take any action or issue any Sanctions.

d. Not to display Exhibitor Content that violates or potentially violates the intellectual property or proprietary rights of another exhibitor at the Event or that is otherwise disruptive to another exhibitor. Exhibitor hereby further agrees that the Association and/or its IP Mediator may determine – in their sole and complete discretion – whether to issue the Sanctions described herein.

e. To comply with any Sanctions issued by IP Mediator and/or the Association. Exhibitor further understands that its refusal to comply with any issued Sanctions may result in further action by Association, which may include the issuance of additional Sanctions or another action as determined by Association in its sole discretion.

f. That a failure by Exhibitor to abide by any Sanctions imposed by IP Mediator and/or the Association may lead to additional Sanctions imposed by Association.

g. That any claim of infringement made to IP Mediator or the Association shall be made with the good faith intent to enforce owned or licensed intellectual property or proprietary rights, and not solely in an effort to disrupt or impact another party's ability to operate.

h. EXHIBITOR AGREES TO RELEASE AND HOLD HARMLESS THE ASSOCIATION, IP MEDIATOR, AND THEIR AGENTS, CONTRACTORS, AND SERVICE PROVIDERS, (COLLECTIVELY, THE "RELEASED PARTIES") FOR ANY CLAIMS, DEMANDS, OR LIABILITIES RELATED TO: (i) A CLAIM OR DETERMINATION THAT A VIOLATION OF THE RULES HAS OCCURRED; (ii) A CLAIM OR DETERMINATION THAT ANY EXHIBITOR CONTENT IS INFRINGING, POTENTIALLY INFRINGING, OR OTHERWISE DISRUPTIVE TO THE EVENT; OR (iii) ANY OTHER CLAIM OR DETERMINATION ISSUED BY THE IP MEDIATOR, ITS AGENT OR CONTRACTOR, OR THE ASSOCIATION RELATED TO ACTIVITY AT THE EVENT. TO BE CLEAR, SUCH RELEASE OF LIABILITY WILL INCLUDE ANY CLAIMS OF TRADE LIBEL, DEFAMATION, UNFAIR COMPETITION, OR NEGLIGENCE RELATED TO ANY DETERMINATION MADE AT THE EVENT BY THE RELEASED PARTIES.

i. To indemnify, hold harmless and defend the Released Parties from any claims, losses, damages or liability that may result from the Association or IP Mediator's enforcement of this IP Enforcement Policy.

j. That it will accept and not seek to challenge, modify or overturn any resolution made by IP Mediator or the Association, including the issue of any Sanctions.

**18. Severability.** If any provision of the Rules is held to be illegal, invalid, or unenforceable under the present or future laws, then such provision shall be fully severable, and the Rules shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of the Rules and the remaining provisions of the Rules shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from the Rules.

**19. Disputes.** Exhibitor hereby agrees that the exclusive jurisdiction for any dispute, claim, or demand related in any way to the enforcement or construction of the Rules will be decided by binding arbitration. Specifically, all disputes between Exhibitor and Association shall be submitted to Judicial Arbitration and Mediation Services, Inc. ("JAMS") for binding arbitration under its rules then in effect in the Orlando, Florida, USA area, before one arbitrator, to be mutually agreed upon by both parties. The parties agree to share equally in the arbitration costs incurred. It is the intention of the parties that all questions with respect to the construction and enforcement of the Rules and the rights and liabilities of the parties hereto shall be determined in accordance with the laws of the State of Florida, USA.

**20. Health and Safety Guidelines:** All attendees and exhibitors must comply with the IAAPA Health and Safety Guidelines which will be distributed at least 30 days prior to the event. The Health and Safety Guidelines will include items such as crowd and booth density, physical distancing, temperature and/or COVID-19 screening, face covering requirements, etc.