Terms and Conditions

The below terms and conditions (this "Agreement") governs your ("Exhibitor") participation in, and use of exhibit space ("Exhibit Space") at, the franchise exposition, trade show, or similar event operated by Sign*A*Rama, Inc. ("Organizer") as identified in Organizer's registration or confirmation documentation (the "Expo"). By completing registration for the Expo (whether by online registration, signed hard copy, or other registration method accepted by Organizer) and by attending or exhibiting at the Expo, Exhibitor acknowledges and agrees with the following:

1. **Exhibitor Manual**. Exhibitor shall comply with all instructions, rules, regulations, and schedules set forth in the exhibitor manual ("Exhibitor Manual") and general updates and correspondence provided by Organizer or its designated general services or venue management contractor (including, by way of example and not limitation, Shepard Show Management or any successor or replacement contractor, including any rules regarding: (a) booth construction, design, and safety standards; (b) move-in, installation, and dismantling procedures; and (c) on-site vehicle displays, vehicle movement, and parking.

2. **Prohibition on Subletting**. Exhibitor shall not assign, sublet, license, share, or otherwise transfer any portion of its exhibit space to any third party, including affiliates, without Organizer's prior written consent, at Organizer's sole discretion. Any attempted assignment or transfer without such consent shall be null and void and shall constitute a material breach of this Agreement.

3. **Exhibit Fees**. Unless otherwise specified in a writing signed by Organizer, Exhibitor shall pay the exhibit space fees ("Exhibit Fees") attributable to the Exhibit Space as follows:
    a. Twenty-five percent (25%) of the Exhibit Fee is due within thirty (30) days after Exhibitor's receipt of Organizer's invoice;
    b. Fifty percent (50%) of the Exhibit Fee to be paid no later than January 1, 2027; and
    c. The remaining balance of the Exhibit Fee to be paid no later than March 1, 2027.

4. **Union and Labor Relations**. Exhibitor acknowledges that certain work may be required to be performed by union labor or specific contractors designated by Organizer or the Expo venue ("Venue"). Exhibitor agrees to comply with all union contracts, labor relations agreements, and service arrangements in force between Organizer and its designated contractors, and between the Venue and any companies operating in or on the Venue grounds.

5. **Installation, Operation, and Dismantling**. Exhibitor shall adhere strictly to the move-in schedule, installation times, and logistical procedures set forth in the Exhibitor Manual and any subsequent instructions from Organizer. The Exhibitor agrees that no display will be dismantled or goods removed during the Expo and the display will remain intact until the event closes on the last day of the Expo. Exhibitor agrees to always maintain qualified and adequately trained personnel in the Exhibit Space during official Expo hours

6. **Prohibited Items and Unapproved Equipment**. Without limitation, Exhibitor shall not display, offer, or sell any replicas, counterfeit items, unauthorized goods, or any items that

infringe or may infringe upon the intellectual property of Organizer or any third party. Any equipment, display, or material that has not been approved by Organizer, or that does not conform to applicable rules or safety standards, may be required by Organizer to be removed from the Expo at Exhibitor's sole cost and expense. Organizer shall have no liability to Exhibitor for any loss of use, business interruption, or other damages arising out of or relating to such removal.

7. **Insurance**. At its sole cost and expense, Exhibitor shall procure and maintain, in full force and effect during the entirety of the Expo, including all move-in and move-out periods an insurance reasonably necessary (consistent with good commercial practices) and required by Organizer or the Venue.

8. **Postponement; Relocation**. Organizer reserves the right, in its sole discretion, to postpone, relocate, or reschedule the Expo. If the Expo is cancelled and not rescheduled or relocated. Exhibitor shall be obligated to pay only for the period, if any, during which the Exhibit Space was or could reasonably have been occupied by Exhibitor prior to such cancellation. Organizer shall refund to Exhibitor all Exhibit Fees actually received from Exhibitor and unearned by Organizer as of the date of cancellation or, at Organizer's option, provide Exhibitor with a credit toward a re-scheduled or alternate event. Such refund or credit shall constitute full and final satisfaction of Organizer's obligations to Exhibitor, and Exhibitor hereby releases Organizer from any and all other claims, damages, or liabilities arising out of such cancellation.

9. **Relocate Exhibit Space**. Organizer reserves the right, in its sole discretion, to relocate Exhibitor to a different space of reasonably comparable size; or alter the general configuration of the exhibit floor or the location of entrances, exits, and aisles whenever Organizer believes such actions are necessary to maintain the character, safety, operational efficiency, or good order of the Expo. Organizer shall not be liable for any damages or costs incurred by Exhibitor arising out of such relocation.

10. **Organizer's Right to Cancel Exhibitor's Participation**. Organizer reserves the right, in its sole discretion, to cancel Exhibitor's participation in the Expo at any time prior to the official opening of the Expo and return or credit any Exhibit Fees received from Exhibitor. In such event, no further obligations shall exist between the parties.

11. **Organizer's On-Site Rejection or Prohibition of Exhibits**. Organizer reserves the right, at any time before or during the Expo, and in its sole discretion, to require modification, reject, or prohibit any exhibit, display, product, service, promotional material, or activity that it deems, in its judgment, unsafe, non-compliant, offensive, or otherwise inconsistent with the character or good order of the Expo. Further, Organizer may prohibit any Exhibitor personnel from continuing to participate in the Expo if such person engages in conduct deemed inappropriate or disruptive. No refunds or credits of Exhibit Fees shall be due to Exhibitor under this Section.

12. **Indemnification**. To the fullest extent permitted by law, Exhibitor shall defend, indemnify, and hold harmless Organizer, the Venue, and each of their respective affiliates, officers,

directors, managers, members, partners, employees, agents, and contractors (collectively, the "Organizer Indemnitees") from and against any and all claims, demands, suits, actions, causes of action, liabilities, judgments, damages, losses, costs, and expenses (including reasonable attorneys fees and court costs) (collectively, "Claims") arising out of, relating to, or in connection with: (a) the acts or omissions of Exhibitor or any of its officers, employees, agents, contractors, or invitees; (b) Exhibitor's use or occupancy of the Exhibit Space or any portion of the Venue; (c) Exhibitor's products, services, promotional materials, or business practices, including any alleged or actual infringement, misappropriation, or violation of any intellectual property, privacy, publicity, or other proprietary or personal right of any third party; (d) any bodily injury (including death) or damage to or loss of property occurring in or about the Exhibit Space or the Venue to the extent caused by Exhibitor or those for whom Exhibitor is responsible; or (e) any breach or alleged breach of this Agreement by Exhibitor.

13. **LIMITATION OF LIABILITY**. TO THE MAXIMUM EXTENT PERMMISSIBLE BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE) INCURRED BY THAT PARTY AS A RESULT OF ANY BREACH OF THIS AGREEMENT. THESE LIMITATIONS SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER UNDER STATUTE, UNDER EQUITY, OR IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, OR ANY OTHER FORM OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

    THIS SECTION SHALL HAVE NO EFFECT UPON, AND SHALL NOT LIMIT LIABILITY FOR ANY CLAIMS, LOSSES OR DAMAGES FOR BREACH OF SECTION 12 (INDEMNIFICATION).

14. **Liquidated Damages Upon Exhibitor Breach or Non-Compliance.** In the event Exhibitor fails to comply in any respect with this Agreement, all rights of Exhibitor hereunder shall cease and terminate. Any amounts paid by Exhibitor to Organizer on account of Exhibit Fees shall be retained by Organizer as liquidated damages and not as a penalty; and Organizer may thereafter relet or reassign the Exhibit Space without any obligation to refund or credit Exhibitor

15. **Force Majeure**. Neither Organizer nor Exhibitor shall be liable for any failure or delay in performing its obligations under this Agreement to the extent such failure or delay is caused by or results from events or circumstances beyond its reasonable control, including but not limited to acts of God, fire, flood, earthquake, severe weather, explosion, war, terrorism, civil disturbance, strike or labor dispute (excluding such party's own workforce), governmental order or regulation, epidemic, pandemic, public health emergency, or other similar events (each, a Force Majeure Event).

16. **Exclusivity; Independent Contractor**. The parties agree that nothing contained in this Agreement shall be construed as creating an exclusive relationship between the parties. The relationship between Organizer and Exhibitor is that of independent contracting

parties. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, employment, or fiduciary relationship between the parties. Exhibitor has no authority to bind Organizer in any respect.

17. **Entire Agreement**. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations if any made by and between the parties.

18. **Notice**. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, sent by email with confirmation of receipt, or three (3) days after being mailed by certified mail, return receipt requested, to the addresses set forth above or to such other address as either party may designate by written notice to the other party

19. **Choice of Law; Arbitration**. This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Florida without regard to principles of conflicts of laws. Any controversy or claim arising out of or related to this Agreement, the relationship of the parties hereto, including any claim that this Agreement, or any part hereof, is invalid, illegal or void, shall be submitted to arbitration before the American Arbitration Association in accordance with its commercial arbitration rules. Arbitration shall take place in Palm Beach County, Florida. In any arbitration, the reasonable attorney fees of the prevailing party shall be paid by the non-prevailing party.