



Terms & Conditions – Virtual Events

1. Definitions. (a) “**Client**” means the applicant identified on the Event Application; (b) “**Content**” means any or all information and material requested by Management and/or submitted to Management by Client for use in connection with the Event, including Client’s logo and other materials and information required by Management for exhibition during and for promoting and marketing the Event; (c) “**Event**” means the virtual event identified on the Event Application; (d) “**Management**” means Northstar Travel Media LLC, its respective agents, employees, affiliates, successors and assigns; (e) “**Platform**” means the operating system environment on which the Event is held on the Website; (f) “**Website**” means the Event website made available by Management on which the Event will take place via the Platform; (g) “**Agreement**” means the Event Application to which these Terms & Conditions relate and all proper amendments, supplements and addenda hereto and thereto; and (h) an “**affiliate**” of, or a person “**affiliated**” with, a specified person, is a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the person specified.

2. Agreement; Qualifications of Client: The Event Application, when properly executed by Client and upon written acceptance by Management, shall constitute a valid and binding agreement for Client’s participation in the Event. Management reserves the right to interpret this Agreement and to adopt further regulations as may be deemed necessary by it for the general success of the Event, including (without limitation) the conditions, rules and regulations stated herein, and in any Event Service Manual or Sponsorship Materials associated with the Event, all of which are made a part hereof as though fully incorporated herein, and the Client agrees to be bound thereby. Please note that in the case of a conflict, the Event Application shall take precedence over any booking request submitted by Client and these Terms & Conditions. Management, in its sole discretion, determines whether a prospective supplier is eligible to participate in the Event and reserves the right to accept or refuse any Event Application for participation in the Event in its sole discretion. Eligibility is generally limited to persons or firms that supply products and/or services to the Event’s targeted attendee market.

3. Deposits; Rates. If Client uses an advertising agency to execute the Agreement or to make payment on behalf of Client, the advertising agency and Client shall be jointly and severally liable for all amounts due and payable to Management for the Event ordered. A 50% deposit must accompany Client’s application. Management will invoice Client for the balance due, such amount to be paid not later than 60 days prior to the scheduled opening of the Event. Except as provided herein, all monies paid by Client shall be deemed fully earned and non-refundable at the time of signature of contract.

Rates for partnerships, sponsorships and/or presentations are based on participation in the Event and related promotions, are set forth on the application and are guaranteed only for the contract period. Rates appearing on the application are net are not subject to advertising agency commissions. Rates are subject to change upon notice from Management; *provided*, Client may cancel the Agreement without penalty by notice to Management prior to the time the rate change becomes effective.

4. Client Conduct. Management respects the rights of all supplier and vendors to promote and market their products based upon facts and the strengths of their business, products and customer service. Management therefore will strictly enforce a Code of Conduct that says any complaints from attendees, where they have been unfairly treated by a supplier, will be investigated by Management and may result in ejection from the Event and forfeiture of payment of Agreement fees paid. Negative or non-factual statements by one supplier regarding other suppliers or their products will receive the same warnings and

treatment as previously stated. Management reserves the right to decline, prohibit or expel any Content, advertising material and solicitations of any sort and/or to terminate Client's access to the link to the Website if, in Management's judgment, such is objectionable, inappropriate or out of keeping with the character of the Event.

5. Event Production and Timeline.

- (a) Management is responsible for the development and setup of the Event, the Website and the Platform. Management warrants that it will provide the Platform in a professional and workmanlike manner. Positioning of Event partnership and sponsorship locations and online positioning of Client promotions is at the sole discretion of Management except when an arrangement for a specific preferred position is approved by Management in writing.
- (b) Client is responsible for the setup of its own virtual exhibition stand (if applicable) and for any technical requirements to enable Client to use the link to the Website provided by Management and to participate in the Event via the Platform.
- (c) Client is responsible for creating its Content and pre-clearing same with Management. A detailed development and production timeline for the Event, covering Client's Content and any other delivery obligations, will be agreed between Client and Management. If Client fails to respond in a timely manner to Management's requests for Content or otherwise fails to comply with the agreed timeline, Management shall be under no obligation to change the dates of the Event or any pre-Event marketing campaigns. Contributions from Client that did not appear during the live Event may not appear during the on-demand period.
- (d) Management shall have sole control over Event admission policies at all times.
- (e) Client hereby grants to Management a non-exclusive, royalty free, worldwide license solely in connection with the development, production, marketing, promotion and hosting of the Event and the archiving thereof to use, reproduce, digitize, publish, display, exhibit, distribute, transmit and otherwise broadcast (itself or on its behalf) Client's name and its Content in relation to (and before, during and after) the Event.
- (f) Client represents and warrants to Management that: (i) Client is the sole author and legal and beneficial owner of the Content; (ii) Client has obtained all necessary rights, consents and licenses required to use, amend edit, adapt, publish the Content for the purpose of the Event and Management shall be entitled to see evidence to this effect on request; (iii) the use, reproduction, distribution or transmission of the Content, including any exercise of the license under paragraph 5(e) by Management will not violate any applicable laws or any rights of any third parties, including infringement of any copyright, patent, trade mark, trade secret, or other proprietary right, false advertising, unfair competition, defamation, obscenity, piracy, invasion of privacy or rights of celebrity, infringement of any discrimination law, securities law or regulation, or of any other right of any person or entity; and (iv) Client will not undertake to create or introduce into the Event, the Website, the Platform or any part thereof any known spyware, virus, Trojan horse, logic bomb or other destructive or contaminating program.
- (g) Client must report promptly any error in or disruption to the Event and in any event within 48 hours of its occurrence. Client's sole remedy for a breach of the warranty in paragraph

5(a) shall be for Management to correct any errors as soon as reasonably practicable and if there has been any disruption to the Event for a period of 24 hours to rerun the Event for an equivalent period.

- (h) Client understands and acknowledges that other Internet sites, applications or other digital platforms may host or otherwise be linked from the Website and that such other Internet sites may contain privacy provisions that differ from Management's privacy policy. Client further acknowledges and agrees that it will review the privacy statements of these other linked sites, applications, or other digital platforms.

6. Electronic Messages. By providing Management the e-mail addresses set forth in the Event Application, Client hereby consents to receiving unsolicited commercial e-mail messages from Management, its affiliates, partners and assigns, as well as third parties licensed to send such messages to Client by any of the foregoing.

7. Representations and Warranties. Client represents and warrants that (a) it is fully authorized to represent all claims made at the Event and publish the entire contents and subject matter contained in its Event promotions, including (without limitation): (i) the names, portraits and/or pictures of any persons living or dead, (ii) any copyrighted material, trademarks and/or depictions of trademarked goods and services, and (iii) any testimonials or endorsements contained in any information or art submitted to Management as part of the promotion(s); and (b) the entirety of claims made at the Event and contents of the promotion(s) are accurate and complete and are not misleading.

8. Change of Event Schedule. Management shall use its best efforts to conduct and promote the Event on the indicated dates. Client acknowledges and agrees that Management may re-name the Event or change the dates on which it is held, without the consent of Client, in which event (i) Client will be notified of such change, (ii) no refund will be due to Client, (iii) Management will adjust Client's rights afforded hereunder as it reasonably determines, and (iv) Client agrees to accept such adjusted rights under the terms of this Agreement.

9. Cancellation of Event. Management may cancel all or part of the Event for any reason, in its sole discretion. If the Event is canceled by Management in its entirety, this Agreement shall terminate and Client waives all claims it might have against Management for damages or expenses, and if such cancellation is (i) for reasons described in paragraph 11, Management shall refund to Client the amount described in paragraph 11 in full satisfaction of all liabilities of Management to Client; and (ii) for any other reason, Client waives all claims it might have against Management for damages or expenses and Client agrees to accept in complete satisfaction and discharge of all claims against Management a refund of all amounts paid by the Client to Management in accordance with this Agreement. Refunds shall not be made for partial cancellations or reductions in the size or scope of the Event. If Client cancels this Agreement prior to any cancellation of the Event by Management, it shall not be entitled to any refund.

10. Cancellation; Termination of Agreement. Upon acceptance of Client's application by Management, Client shall have no right or entitlement to cancel this Agreement or reduce its commitments hereunder, and any attempt to do so shall be considered a material breach by Client of its obligations hereunder, for which Management shall have and retain all rights and remedies hereunder and at law or in equity. In the event Client attempts to cancel this Agreement or withdraw from the Event, Client acknowledges that Management would be harmed and suffer loss and that it would be difficult to determine the precise value for or amount of that harm and in that event, Client agrees to pay to Management the full amount of its contracted fee as reflected in Client's application. Such payment shall be liquidated damages and not a penalty, and the parties agree that such amounts constitute a reasonable provision for liquidated

damages. Any cancellation or withdrawal will result in forfeiture of Client's rights under this Agreement, including (without limitation) the right to present speakers at, or participate in the Event.

If Client breaches any of the representations, warranties, covenants, terms or conditions set forth herein, including (without limitation) failure to make any payments hereunder when due, Client shall be deemed in material default hereunder, and Management shall have the rights to terminate this Agreement upon notice and retain Client's deposit(s) paid as Management's non-exclusive remedy, thereby reserving any and all rights under law, including (without limitation) Management's right to collect the full amount set forth in Client's application. Client shall be liable for all costs of collection, all attorneys' fees, court costs incurred by Management, and interest on any unpaid amounts to accrue at the rate of 12% per annum (or, if less, the highest rate permitted by law) until paid.

11. Force Majeure. Management will not be liable for any failure or delay in fulfilling or performing any term of this Agreement if due to any cause beyond its control, including (without limitation) acts of God; flood, fire, earthquake, explosion or other casualty; war or insurrections, terrorist acts or threats of terrorism, acts of domestic or foreign enemies, riot or other civil unrest; labor dispute, work stoppages or slowdowns, strikes or specific threat of strikes, picketing, or other industrial disturbances; government law, regulation or order (including governmental advisories, quarantines and curfews) or travel advisory, or action by any governmental authority; an act, event or occurrence creating a significant risk to the anticipated attendees' health or safety; epidemics, pandemics, or any other threat or fear of any infectious or communicable disease in humans, including (without limitation) the current or any future outbreak of the novel coronavirus (COVID-19), whether actual or perceived, without requiring the issuance of any travel advisory or warning, or the imposition of quarantine or restriction in movement of people by any government authority or national or international body or agency of any government in connection with, or related to any infectious or communicable disease in humans; or postponement or cancellation of the Event. Management will, however, in the event of its not being able to hold the Event for any such reason, reimburse Client for no more than a prorated amount of the aggregate fees received after deducting expenses incurred and to be incurred by Management (e.g., rent, marketing and advertising, salaries, operating costs) but in no case shall the amount of the refund exceed the amount of the Client's fees paid.

12. Indemnification. If Client, or any of Client's agents, employees, invitees or guests (a) is alleged to have committed any act or omission, directly or through one or more of its officers, directors, employees, agents or representatives, constituting negligence or willful misconduct relating to its performance under this Agreement or participation in the Event, or (b) breaches any of its obligations, representations, warranties or covenants herein, (c) violates, or allegedly violates any rule, law or regulation applicable to it, or (d) infringes, violates or impermissibly uses or misappropriates any intellectual property of any third party, then Client shall indemnify, defend on a current basis, and hold harmless Management, the Platform Operator, and their respective officers, directors, employees, agents, affiliates and attorneys, and their respective service contractors, successors and assigns (each, an "*Indemnatee*"), from and against any judgment, loss, damage, cost, or expense, and other liabilities, together with all reasonable costs and expenses related thereto, including (without limitation) reasonable legal and accounting fees and expenses. The covenants contained in this paragraph 12 shall be continuing and shall survive the expiration or termination of this Agreement.

13. Taxes and Licenses. Client shall be responsible for obtaining any licenses, permits or approvals required under Federal, state or local law applicable to its participation in, and activity at the Event. Client shall be responsible for obtaining any tax identification numbers and paying all taxes, license fees or other charges that shall become due to any governmental authority in connection with its activities at the Event.

14. Disclaimers; Limitation of Liability.

- (a) Client acknowledges that the Platform is delivered over the Internet and, accordingly, is subject to limitations, delays and other problems inherent in the use of the internet and electronic communications. Management shall not be responsible for any delays, delivery failures, viruses, hacker intrusions or other damage resulting from such problems. Management makes no representation, warranty or guarantee as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the Platform. Management does not represent or warrant that: (i) the use of the Platform will be secure uninterrupted or error free; or (ii) the Platform or the servers that make the services available are free of viruses or other harmful components. All conditions, representations and warranties, whether express, implied, statutory or otherwise, including (without limitation) any implied warranty of merchantability, or fitness for a particular purpose, are hereby disclaimed by Management to the maximum extent permitted by law.
- (b) Client agrees that, to the fullest extent permitted by law, Management, its service contractors and the Platform host, and their respective representatives, employees, agents and attorneys, are not liable for any injury, loss or damage that may occur to Client, or to Client's employees, agents, guests, invitees or property from any cause whatsoever, prior to, during, or subsequent to the period covered by this Agreement arising out of, or related to its participation in, or sponsorship of the Event. Client assumes all responsibility and liability for losses, damages and claims arising out of injury or damage to, or caused by, Client's Content, employees or representatives. In no event shall Management or the Platform host, or any of their respective affiliates, be liable for any special, incidental, indirect, punitive or consequential damages arising out of or in connection with this Agreement. The liability of Management and its affiliates, representatives, employees, agents and attorneys, and Client's remedy for any claim of loss or damage arising from or related to this Agreement, regardless of the form of action, shall be limited to the fees paid to Management hereunder. Client agrees that Management will not be liable in the event of any errors or omissions in the Event's directory listing or any other materials provided by Management. Client acknowledges and agrees that Management makes no representation or warranties with respect to either the number of Event attendees or delegates, or the demographic nature of such attendance.

15. Compliance with Law. In connection with its participation in the Event, Client shall abide by and observe all Federal, state and local laws, codes, ordinances, rules and regulations, including (without limitation) all relevant data protection laws, legislation and regulations from time to time in force in respect of privacy and personal data protection.

16. Assignment. This Agreement cannot be assigned by Client, in whole or in part, without the prior written approval of Management. Management may assign this Agreement without Client's consent, and any such assignee shall become "Management" for all purposes hereunder and shall acquire all of rights and obligations of Management hereunder.

17. Severability; Waiver. If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, that provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. The failure of either party to enforce at any time or for any period of time any of the

provisions of this Agreement shall not constitute a waiver of such provisions or the right of such party to enforce each and every provision.

18. Costs, Expenses and Attorneys' Fees. If either party commences any action or proceeding against the other party to enforce or interpret this Agreement, the prevailing party in such action or proceeding shall be entitled to recover from the other party the actual costs, expenses, and attorneys' fees and 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 or order thereby obtained.

19. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its conflicts of laws provisions. Any action or proceeding arising out of or related to this Agreement shall be brought in the courts of record of the State of New York in New York County or the U.S. District Court for the Southern District of New York. Client consents to the jurisdiction of such courts and waives any objection to the laying of venue of any such civil action or proceeding in such courts.

20. American Disabilities Act. Client acknowledges and agrees that, in connection with each Event within the U.S., it may be a public accommodation as defined under Title III of the Americans with Disabilities Act ("**ADA**"). As a public accommodation, Client agrees that in connection with the Event, Client will: (i) provide, at its expense, any auxiliary aids and services as may be necessary to ensure effective communication with Client by attendees of the Event; (ii) where applicable, assure, at its expense, that displays posted at or on Client's booth(s) are accessible to individuals with disabilities; and (iii) not discriminate or retaliate against any individual in violation of the ADA.

21. Survival. Any expiration or earlier termination of this Agreement for any reason whatsoever notwithstanding, those provisions of this Agreement that, by their nature, are intended to survive such expiration or termination shall so survive, including (without limitation) paragraphs 1, 12, 14, 19, 21 and 22.

22. Entire Agreement. This Agreement (i) when executed by Client and upon written acceptance by Management, shall constitute the valid and binding agreement of the parties respecting the subject matter hereof, and (ii) contains the entire agreement of the parties concerning the subject matter hereof. This Agreement may not be modified, discharged or terminated, and the rights of any party shall not be waived except by a written instrument, signed by the party to be charged; *provided*, Management reserves the right to interpret this Agreement and to adopt further regulations as may be deemed necessary by it for the general success of the Event, and the Client agrees to be bound thereby. This Agreement shall be binding upon, and inure to the benefit of, each of the parties hereto and their respective legal representatives, successors and permitted assigns. This Agreement does not constitute a partnership or joint venture or principal-agent relationship between the parties. The interpretation of the provisions of this Agreement is reserved solely to Management, whose interpretations shall be final, binding and conclusive in all respects.