



## THE SAGE SHOW™ EXHIBITOR POLICIES

This agreement (“Agreement”) is entered into as of the registration date (“Effective Date”) by and between Quick Technologies Inc. d/b/a SAGE (“SAGE”), having a mailing address of 16301 Quorum Drive, Suite 200A, Addison, Texas, 75001, and the exhibitor (“Exhibitor”), having an office at the address on the registration form.

- 1. Definitions.** “The SAGE Show” means the annual trade show by the same name for the promotional products industry produced by SAGE. “SAGE Marks” means the various trademarks and service marks used by SAGE, including without limitation “SAGE” and “SAGE Show.” “Exhibitor Marks” means (i) Exhibitor’s company name, line name, logos, and other identifying and contact information; and (ii) photographs of Exhibitor’s booth, personnel, marketing materials, and products. “Visitor Data” means any contact information made available to Exhibitor by SAGE that is collected from the SAGE Show registrants, exhibitors or attendees. “Proprietary Information” means (i) SAGE’s confidential business information; (ii) the Visitor Data; (iii) ideas, comments, feedback, and suggestions related to the SAGE Show, any other products or services of SAGE, or SAGE’s business; and (iv) any derivative works of the foregoing.
- 2. Exhibition Space.** SAGE will provide Exhibitor with booth space for the SAGE Show after Exhibitor has paid in full for such space pursuant to Section 3 below. Exhibitor’s booth space will be assigned by SAGE in its sole discretion, and is subject to change at any time. Exhibitor may use its booth space for the sole purpose of marketing and promoting its own products and services, or, in the case of multi-line reps only, for the sole purpose of marketing and promoting the products of suppliers whom the multi-line rep represents. Exhibitors may not hand out materials or products on behalf of third parties. Booths may not be re-sold, transferred, leased, subleased, or otherwise provided to any third party. Exhibitor shall not solicit, conduct business or distribute any promotional or marketing materials outside of Exhibitor’s booth space (including in other exhibits, other areas of the exhibit hall or in nearby hotels, parking lots, etc.). SAGE reserves the right to prohibit Exhibitor from exhibiting, in whole or in part, for any reason. In such an event, SAGE shall reimburse Exhibitor for the unused Fees associated with such show on a pro-rated basis; provided that Exhibitor has not breached or threatened to breach this Agreement. SAGE may decide in its sole discretion which exhibitors and attendees may enter the show facility. Only personnel with official show badges may enter the show floor. Exhibitor shall only register to obtain badges for personnel who are either (a) its own employees or (b) bona fide independent contractors who are legitimately working for Exhibitor in connection with the show. Badges are non-transferrable and are subject to revocation by SAGE in its discretion at any time. Exhibitor shall be solely responsible for any licenses, approvals, or permits that it requires in order to exhibit at the show, as well as any taxes, levies, charges, penalties, or other charges related to its exhibition at the show.
- 3. Exhibition Fees.** Exhibitor shall pay to SAGE the fees as set forth on the registration form and any related order forms or invoices (collectively the “Fees”). All Fees (including deposits) are non-refundable and are due ten (10) days from the invoice date unless otherwise stated on the respective registration form, order form, or invoice. If any Fees are not paid by the due date, Exhibitor shall, in addition to all other rights and remedies to which SAGE is entitled, pay to SAGE (a) a late fee equal to two percent (2%) or the highest legal rate, whichever is lower, of the overdue balance per month compounded monthly and rounded to the next highest whole month; and (b) any costs and expenses incurred by SAGE (including attorneys’ fees) in connection with collection efforts related to the unpaid amount.
- 4. Exhibition Rules.** Exhibitor and all Exhibitor personnel shall abide by all show rules, facility rules, and local, state, and federal laws, regulations, and ordinances at all times. Without limiting the foregoing, Exhibitor and all Exhibitor personnel shall abide by the following rules:
  - A. For in-line booths, display structures (including any signs, graphics or other attachments) must be no more than eight (8) feet tall and shall protrude out from the back wall of the booth no more than fifty percent (50%) of the booth depth. Other booth structures located anywhere in the booth (including extensions, tables, etc.) shall be no more than forty-two (42) inches tall. For island booths, display structure must be no more than twelve (12) feet tall. No hanging signs shall be permitted for in-line booths. For island booths, hanging signs are permitted with prior show management approval and payment of an additional fee. If approved, such hanging signs shall not positioned such that the top of the sign is more than sixteen (16) feet from the floor.
  - B. All booth displays must conform to booth construction standards set forth in the guidelines for display rules and regulations published by professional trade show industry organizations. Booths must be presentable and in good taste.
  - C. Light-based images, flashing lights, lasers and the like may not be projected outside of the booth space. Tangible objects (e.g., remote controlled air craft, paper airplanes, confetti) may not be used outside of the Exhibitor’s booth. Exhibitors may not use microphones, megaphones, radios, or other noise-making devices that may be disruptive to other exhibitors or visitors.
  - D. Exhibits must be open and staffed on every official exhibit day for the full duration of the listed exhibit hours and must be closed at all other times. Exhibitors may not dismantle their booth or pack booth materials prior to the official end of the show on the final day of exhibits.
  - E. Smoking in the exhibit hall is prohibited.
  - F. Exhibits may not block aisles or fire exits.
  - G. Without SAGE’s prior written approval, Exhibitors may not organize or hold or market any meetings, seminars, training sessions, educational sessions, hospitality suites, parties or other functions (“Function”) within a fifty (50) mile radius of the SAGE Show exhibit hall during the time period beginning five (5) days prior to first day of the SAGE Show scheduled events and ending five (5) days following the last day of the SAGE Show scheduled events if such Function would reasonably attract or is intended for the SAGE Show exhibitors, attendees or visitors other than Exhibitor’s own company personnel.

**5. Lead Retrieval** SAGE Show provides SAGE ShowLink Lite™ for exhibitor lead retrieval. One device with ShowLink Lite software will be provided per Exhibitor as part of the booth fees. Additional devices are available for rental. Subject to Exhibitor’s compliance with the terms and conditions of this Agreement, SAGE grants to Exhibitor a non-exclusive, personal, limited license to use the complimentary and any paid for devices and associated ShowLink Lite software (collectively, “ShowLink Devices”) solely for the intended purpose of capturing leads at the SAGE Show. Except for the foregoing license, all devices and SAGE ShowLink Lite

software shall remain the sole property of SAGE. Exhibitor may not share any ShowLink Devices with anyone outside of its company personnel, attempt to install or use other apps on the device on a ShowLink Device, or change or attempt to change the ShowLink Device's configuration options. ShowLink Devices must be returned to SAGE's lead retrieval kiosk within one (1) hour after the show floor is closed to attendees each day. Any ShowLink Devices not returned by such time will be deemed lost. If a ShowLink Device is lost, stolen, or damaged in any way, Exhibitor agrees to reimburse SAGE for the full replacement cost of the device. As SAGE's non-exclusive remedy, Exhibitor hereby authorizes SAGE to charge such amount to any credit card that SAGE has on file for Exhibitor. Exhibitor must immediately report any loss, theft or damage of the device to show management.

**6. Product Pavilions.** In the event that Exhibitor participates in a product pavilion at the SAGE Show, the following rules shall apply: Each entry may contain only one product. Exhibitor's products should display the SAGE Show logo as its decoration or imprint. Certain product pavilions have specific eligibility requirements, all of which must be met in SAGE's sole discretion for the product to be included. Products must not be larger than 2' wide x 3' high x 2' deep and weigh no more than 75 lbs. Products will be displayed at the sole discretion of SAGE. Products must be taken out of packaging to be displayed. Products will be displayed in non-operational state, without connections to any utilities or other power sources. Products will be accompanied by a card stating the Exhibitor's name, product name, and booth number. Products must be delivered to SAGE by the stated deadline in order to be included in the pavilion. No refunds will be made for products that are not delivered in a timely manner. Products must be picked up within two (2) hours after the show floor is closed to attendees on the last day of the show. Products not picked up by such time will be forfeited.

**7. Promotional Opportunities** Exhibitor may be offered a variety of promotional opportunities related to the SAGE Show. Promotional opportunities are not confirmed until Exhibitor's contract has been accepted by SAGE for such opportunities and any required deposit has been paid to SAGE. SAGE reserves the right to choose Exhibitors to participate in promotional opportunities in its sole discretion. In the event that fees for such promotional opportunity are not paid by the stated deadline, SAGE reserves the right to remove Exhibitor from such promotional opportunity without refund. SAGE shall have reasonable discretion with regard to implementation of promotional opportunities. If the promotional opportunity requires graphics, logos, or other materials to be provided, Exhibitor shall provide the same by the deadline provided by SAGE. In the event that such graphics, logos or other materials are not provided, or not provided in the proper format, SAGE may remove Exhibitor from such promotional opportunity without refund. Materials provided to SAGE in connection with a promotional opportunity will not be returned to Exhibitor unless special arrangements are made and approved by SAGE in advance.

**8. Cancellations and Refunds.** SAGE may cancel, move, or modify the SAGE Show for any reason in its sole discretion. In such an event, SAGE will provide Exhibitor with advance notice when reasonably feasible. In the event that the show is canceled by SAGE for any reason other than one which is outside of SAGE's reasonable control, SAGE will pay Exhibitor an amount equal to the amount paid by Exhibitor for the show. Reasons outside of SAGE's reasonable control include, without limitation, weather, force majeure, terrorism, and cancellation of exhibit space by the exhibit facility. NO REFUNDS OR CREDITS WILL BE ISSUED TO EXHIBITOR FOR ANY REASON. Exhibitor may cancel a registration by providing written notice to SAGE at any time prior to the start of show. In such case, Exhibitor shall not be obligated to pay any fees due but not yet paid. However, Exhibitor will not be entitled to a refund of any fees (including deposits) already paid prior to such notice of cancellation.

**6. Insurance.** Exhibitor is solely responsible for its booth, the material shipped to or from the show (whether shipped by SAGE, Exhibitor, or a third party), the materials in its booth, and any damage, theft, or injury (including death) caused by Exhibitor or occurring within Exhibitor's booth. Exhibitor shall carry appropriate insurance to cover such potential liability. Without limiting the foregoing, Exhibitor shall, at its own expense, secure and maintain through the term of this Agreement general liability insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate, combined single limit for bodily injury and property damage, including coverage for personal injury and contractual, products, and operation of mobile equipment liability. Exhibitor shall provide to SAGE a certificate of insurance as evidence of such insurance upon SAGE's request.

**7. Exhibitor Marks License.** Exhibitor grants to SAGE a fully paid up, royalty-free, non-exclusive, perpetual, worldwide license to use, display, disclose, reproduce, and distribute the Exhibitor Marks in connection with the marketing, promotion, or provision of the SAGE Show, including without limitation use in directories, websites, and promotional materials. SAGE will not be responsible for any error or omissions related to Exhibitor's information.

**8. Visitor Data License.** Subject to the terms and conditions of this Agreement, SAGE grants to Exhibitor a personal, non-exclusive, non-transferable, non-assignable license to use Visitor Data provided by SAGE or acquired by Exhibitor through a legitimate lead retrieval process solely for the purpose of sending marketing mailings related to Exhibitor's own products and services to the contacts contained within the Visitor Data. Except for the express license granted to Exhibitor in this Section 8, SAGE does not grant to Exhibitor any other licenses, whether express or implied, to the Visitor Data or any other intellectual property owned by or licensed to SAGE. Exhibitor shall not (a) allow access to, disclose, transfer, reproduce, or distribute the Visitor Data except as required to exercise the express right granted herein; (b) make derivative works of the Visitor Data or combine such data with any other database; or (c) use the Visitor Data in connection with any illegal, distasteful, immoral, dishonest, or fraudulent activity; (d) use the Visitor Data in a manner that may damage or injure a third party in any way, infringe the intellectual property or privacy rights of any person or entity, or be detrimental to SAGE, or (e) send unsolicited email or forge header information. Use of the Visitor Data is at Exhibitor's sole risk and liability.

**9. Confidentiality.** Exhibitor acknowledges that the Proprietary Information constitutes valid, proprietary trade secrets of SAGE, and is protected by intellectual property laws. Exhibitor shall hold the Proprietary Information in strict confidence. Exhibitor shall use the Proprietary Information solely in connection with Exhibitor's bona fide exhibition at the SAGE Show. Exhibitor shall not provide any statistical information regarding the Proprietary Information to any third party, including without limitation any competitor of SAGE. Exhibitor shall promptly report a breach of this section to SAGE, and acknowledges that any breach will result in irreparable harm to SAGE.

**10. Exhibitor Warranties and Indemnity.** Exhibitor represents and warrants that (i) it has the authority to enter into this Agreement; (ii) all information provided by Exhibitor to SAGE has been and will be accurate, truthful, and not misleading; (iii) the Exhibitor Marks and the use thereof, Exhibitor's participation in the SAGE Show, display or use of any materials or products at the show, and use of the Visitor Data do not and will not infringe or violate the intellectual property or privacy rights of any party; and (iv) Exhibitor's participation in the SAGE Show will not be immoral, deceptive, obscene, illegal, or otherwise objectionable in SAGE's reasonable discretion. Exhibitor agrees to indemnify, hold harmless, and, at SAGE's option, defend SAGE and the exhibit facility for all damages, liability, expenses, charges, and costs (including attorneys' fees and costs) incurred by SAGE resulting from or arising in connection with (i) a breach of this Agreement; (ii) Exhibitor's use of exhibit facilities or any activity related thereto; (iii) damage or injury to persons or property caused by either Exhibitor or materials owned or controlled by Exhibitor; or (iv) a claim that either the Exhibitor Marks or use thereof, Exhibitor's participation in the SAGE Show, display or use of any materials or products at the show, or Exhibitor's use of the Visitor Data infringes or violates the intellectual property or privacy rights of another party.

**11. Ownership.** As between SAGE and Exhibitor, SAGE owns and shall own all right, title, and interest in and to the Proprietary Information and the SAGE Marks, as well as the intellectual property embodied therein and related thereto. Exhibitor shall not challenge the validity or enforceability of any of the SAGE Marks.

**12. Assumption of Risk.** Exhibitor expressly assumes all risk associated with, resulting from, or otherwise in connection with Exhibitor's participation at the show, including without limitation all risks of theft, loss, harm, damage, or injury to persons (including death), property, or business of Exhibitor, whether caused

by negligence, accident, intentional act, force majeure, or otherwise. Exhibitor is solely responsible for its property (whether or not stored, shipped, or otherwise controlled by SAGE). Neither SAGE nor the exhibit facility accepts any responsibility, nor is a bailment created for property delivered by or to Exhibitor. Exhibitor hereby releases SAGE and the exhibit facility and covenants not to sue with respect to any and all risks, losses, damages, and liabilities described in this section.

**13. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY.** THE SAGE SHOW, THE VISITOR DATA, AND ANY OTHER SERVICES RELATED THERETO ARE PROVIDED "AS IS." SAGE MAKES NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE FOREGOING AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF DATA, NON-INFRINGEMENT, AND NON-INTERFERENCE. SAGE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, EVEN IF SAGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SAGE'S LIABILITY UNDER OR RELATED TO THIS AGREEMENT EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY EXHIBITOR HEREUNDER DURING THE ONE (1) YEAR PRECEDING THE DATE THAT THE CLAIM AROSE. SAGE does not warrant that any particular number of exhibitors or attendees will participate in the SAGE Show, and SAGE shall not be responsible for lower than expected attendance at the SAGE Show. The parties acknowledge that the disclaimer of warranty and limitations of liability set forth in this Agreement are reasonable allocations of risk among the parties based on the fees associated with this Agreement.

**14. Term.** This Agreement shall be effective as of the Effective Date, and shall remain in effect until the conclusion of the applicable show. This Agreement may be immediately terminated by SAGE upon Exhibitor's breach or threatened breach of any of the terms of this Agreement. Upon termination or expiration, all rights and obligations set forth in this Agreement shall cease except for Sections 1, 3 (to the extent Fees are owed prior to termination), 7, 9, 10, 11, 12, 13, and 16, which shall survive any such termination or expiration.

**15. Modification.** SAGE may revise this Agreement at any time as it deems appropriate or necessary by providing written notice to Exhibitor. If Exhibitor does not wish to accept the revised Agreement, Exhibitor may notify SAGE in writing within fifteen (15) days after receiving notice of such amended Agreement. In such event, Exhibitor will continue to be bound by the original Agreement, without amendment. Aside from the foregoing, this Agreement may not be modified except by a formal written amendment signed by both parties.

**16. Miscellaneous.** This is the entire Agreement between the parties as to the subject matter hereof and there are no other valid agreements or understandings, express or implied, written or oral. Exhibitor may not assign the Agreement without SAGE's written permission, and any such prohibited assignment shall be void. SAGE may assign this Agreement without providing notice to or obtaining consent from Exhibitor. If one or more provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected. Should litigation be required related to this Agreement, such action shall take place exclusively in Dallas County, Texas and the parties hereby agree to such venue and waive any objections to personal jurisdiction. This Agreement shall be governed by the laws of the State of Texas.