

EXHIBITOR TERMS AND CONDITIONS

25th Annual IT Procurement Summit (CAUCUS)

1. This Agreement, upon acceptance by Caucus, a division of International Computer Negotiations, Inc. herein referred to as ("ICN") and receipt of exhibit registration fee, entitles representative(s) of the undersigned ("Exhibitor") to assemble and staff a booth ("Exhibit Booth") on the Conference Trade Show Floor and exhibit ("Exhibit") its products and services in its assigned Exhibit Floor Space at the "25th Annual IT Procurement Summit". All equipment associated with the Exhibit must remain set-up during the Conference hours and "exhibits open" times in the final schedule printed before the conference.
2. Exhibit fees are for Exhibit Floor Space and two "exhibits only" registrations as noted. All additional equipment or services such as audio visual, telephone, electrical service and drayage are the responsibility of the Exhibitor and must be arranged by the Exhibitor with the hotel or the hotel's designated convention services company.
3. Additional "exhibit only" registrations may be purchased at \$195.00 each. All staff personnel working in an Exhibit Booth must be employees of the Exhibitor. Exhibit Booth personnel must show the Exhibitor's business card for admittance. The exhibit registration fee does not include any other type of conference registration or access to any other area or event associated with the Conference, except for the "Keynote Speaker(s)" or food functions. The "exhibit only" registrations included have no value towards upgrading to full Conference registrations. Exhibit personnel wishing to participate in other Conference activities must register at the regular member or non-member price. Exhibit personnel found attending other Conference activities without having paid the appropriate Conference registration fees may be prohibited, at ICN's discretion, from further participation in Exhibit activities. Exhibitors agree to keep their Exhibits properly staffed and intact during the published Conference hours. Early Exhibit Booth dismantle is strictly prohibited.
4. ICN reserves the right to cancel any reservation not paid in full as specified in this Agreement, to lease such space to another exhibitor, and to retain as liquidated damages any amounts already paid by the applicant whose reservation is canceled. In the event that an Exhibitor cancels his contract for space on or after October 1, 2022, ICN shall retain as liquidated damages all amounts paid by the Exhibitor; this includes company "no-shows" that do not occupy contracted Exhibit Booth space on-site.
5. ICN, upon receipt of a cancellation, may accept cancellation fees. Deadlines: For any written cancellation received on or before August 1, 2022; the cancellation fee is \$300. Written cancellation received August 2, 2022 through August 31, 2022 will incur a cancellation fee of \$800. Written cancellation received September 1, 2022 through September 23, 2022 will incur a cancellation fee of \$1000. Written Cancellation after October 5, 2022 will incur a cancellation fee of 100% exhibitor fee (total space cost). ICN reserves the right to accept or reject any signed Agreement tendered to it. ICN and Exhibitor agree that any Exhibitor payments or deposits made by Exhibitor may be used toward satisfying any cancellation fees due to ICN under this Agreement. Upon receipt of cancellation notice from Exhibitor, ICN shall have no further obligations to Exhibitor under this Agreement.
6. No Exhibitor is allowed to assign, sublet or apportion, for money or otherwise, the whole or any part of space allotted for him, nor exhibit therein any goods other than those manufactured or sold in the regular course of business by the Exhibitor, unless permission is granted in writing in advance by ICN.
7. No Exhibit Booth will be permitted to interfere with the lights, space, comfort or view of another Exhibit Booth or Conference activity. All promotional activity is limited to the designated confines of the Exhibit Booth. Any marketing activity (sales solicitation, business card collection, literature distribution, etc.) outside the confines of the Exhibit Booth will be cause for immediate removal of Exhibitor's personnel and property from the Trade Show Floor without refund or compensation. Exhibit activity by any non-exhibiting firm or person on the Trade Show Floor and/or on any property under the direct supervision of ICN during the Exhibits Open Times is also strictly prohibited.
8. No hazardous materials or open flames of any kind will be allowed. ICN reserves the right to prohibit and to close any Exhibit Booth, display or activity because of excessive noise or other disturbing features is in ICN's sole judgment unreasonably offensive to other exhibitors or to attendees.
9. The Exhibitor hereby agrees to defend, indemnify and hold ICN harmless from any and all loss, damage, actions and suits whatsoever together with all costs, expenses and attorneys' fees in connection therewith, arising out of any injury to or death of persons, or damage to or destruction of property, caused by or resulting from activities of the Exhibitor, including those contributed to by the negligence of ICN; nothing herein shall restrict the rights of ICN provided by law or by this Agreement.
10. Exhibitor agrees to make no claim whatsoever against ICN including, but not limited to claims; for loss, theft, damage or destruction of property; for injury to or death of Exhibitor or employees or guests thereof while at the Conference, for any damage to Exhibitor's business of any nature including those contributed to by the negligence of

ICN or for failure to hold the Conference as scheduled.

11. Exhibitor hereby assumes entire responsibility and hereby agrees to protect, defend, indemnify and save the Hotel, its owners, its operator, and each of their respective parents, subsidiaries, affiliates, employees, officers, directors, and agents harmless against all claims, losses or damages to persons or property, governmental charges or fines and attorney's fees arising out of or caused by its installation, removal, maintenance, occupancy or use of the exhibition premises or a part thereof, excluding any such liability caused by the sole gross negligence of the Hotel and its employees and agents.

12. No Exhibitor or any other entity shall be permitted to conduct any marketing or promotional activities (hospitality suites, off-site activities, etc.) in conjunction with the Conference or its attendees without the express written consent of ICN, which may be granted or withheld in its discretion.

13. ICN shall not be in any way liable or responsible for the loss or disappearance, by theft or otherwise, of any object, item, goods or materials, whether personal or commercial property, from Exhibitor's Booth space or from the Trade Show Floor; except for such loss or disappearance as is due to intentional and tortious theft committed by employees of ICN. Responsibility for the security of an Exhibitor's area, product and property rests solely with the Exhibitor.

14. Exhibitor is responsible for knowledge of and compliance with all laws, regulations, and ordinances that may apply to its Exhibit. These include, but are not limited to, any United States, Orlando or Florida laws, regulations and ordinances. ICN will not interpret laws, regulations and ordinances for Exhibitor.

15. Should any controversy arise concerning the interpretation of the terms and conditions of this Agreement, or should a situation arise not adequately or specifically covered in these terms and conditions hereof, it is agreed that the interpretation of the decision of ICN with reference to such situations shall be binding on all parties concerned. If any provisions hereof are held invalid by a court all other provisions shall remain in full force and effect.

16. The Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any action at law, suit in equity, or other judicial proceeding arising out of or related to this Agreement shall be instituted and maintained in the courts of Orange County, Florida, and each party waives the right to change venue. In the event either party is required to commence a judicial action regarding a dispute between the parties concerning this Agreement, the prevailing party shall be entitled to recover from the other, and its reasonable attorneys' fees and court costs incurred in such action.

17. By attending the Conference, Exhibitor agrees to permit its image and name to be used in ICN's advertising.

18. ICN shall NOT provide exhibitor with conference attendee list. Pre- and post- conference mailings may be made available for special sponsorships other than the basic booth package. Exhibitor may utilize, at its own expense, a lead retrieval system as a means of gathering attendee contact information at the conference.

The undersigned confirms and agrees it has read, understands and will comply with the above Terms and Conditions.

Exhibitor Representative Signature: _____ Date: _____

Print Exhibitor Representative Name: _____

Print Exhibitor Representative Title: _____

ICN Representative: _____ Date: _____