

EXHIBITOR CONTRACT TERMS & CONDITIONS

The **2021 PRINTING United Exposition** (“**Show**”) is owned, produced and managed by the **PRINTING United Alliance (PrUA)** (formerly Specialty Graphic Imaging Association) and **NAPCO Media, LLC (NAPCO)** (individually and collectively, the “**Show Management**”). The Show is scheduled to be held at the Orange County Convention Center (“**Facility**”) on Oct. 6-8, 2021. The exhibit halls (“**Exhibit Halls**”), parking lots, air space and grounds of the Facility and designated areas of partner hotels are hereinafter referred to as the “**Exhibit Areas**.” “**Exhibitor**” means, collectively, the entity that is applying to exhibit and/or is exhibiting at the Show, the authorized representative of that entity who is executing the online application to exhibit at the Show (the “**Exhibit Space Rental Application**”) on its behalf (“**Representative**”) and, where applicable, that entity’s officers, employees, contractors and agents. Show Management and the Exhibitor may be referenced herein individually as a “**Party**” and collectively as the “**Parties**.”

By executing the online Exhibit Space Rental Application, Exhibitor is agreeing to be legally bound by the terms of the Exhibit Space Rental Application, and these Exhibitor Contract Terms and Conditions (“**Exhibitor Contract Terms and Conditions**”), (collectively the “**Exhibitor Contract**”) and Exhibitor is additionally agreeing to comply with all posted rules and regulations governing the participation of all Exhibitors at the Show including, but not limited to, those listed in Section 2 (“**Rules and Regulations**”) below. The Exhibitor Contract shall become binding automatically when Exhibitor’s Exhibit Space Rental Application is accepted by Show Management. Show Management reserves the right to reject applications with or without cause if in the best interest of the Show in Show Management’s sole discretion. The individual signing the Exhibit Space Rental Application represents and warrants that he/she is duly authorized to execute the Exhibit Space Rental Application and this binding Exhibitor Contract on behalf of the named Exhibitor. Show Management is not responsible for vetting or otherwise confirming the authorization (or lack of authorization) of the individual executing the Exhibit Space Rental Application on behalf of a named Exhibitor.

1. Show Objective

Focusing on the opportunities presented by the convergence of printing technologies and markets, the PRINTING United Exposition will cover print and finishing technologies in industry segments from garment to graphic, packaging to commercial, and industrial. Its objective is to convey all components of integrated solutions. The PRINTING United Exposition is open only to members of the printing trade, with all Exhibitors required to be qualified pursuant to Section 6 (“**Exhibit Space Assignment**”) below.

2. Rules and Regulations

By executing the Exhibit Space Rental Application, Exhibitor also agrees to be bound by the following Rules and Regulations governing the Show, as the same may be modified from time to time at the discretion of Show Management and the Facility:

- a) Printing United Exposition General Rules & Regulations,
- b) Printing United Exposition Exhibit Rules & Specifications,
- c) the Exhibitor Service Manual, and
- d) any other rules, regulations & guidelines enacted by Show Management (collectively, the “**Rules**”), all of which are posted and may be accessed on www.printingunited.com

The Exhibitor Contract and the Rules are hereinafter collectively referenced as the “**Agreement**” and together they constitute the complete agreement between Show Management and the Exhibitor. The Agreement shall be applicable to all activities conducted in an Exhibitor’s leased space, as well as all other activities an Exhibitor conducts or sponsors relating to the Show, both onsite and pre-or-post show, including without limitation, sponsorships, driving activities, feature vehicle displays, and training programs (collectively, the “**Activities**”).

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Show Management or the Facility may adopt or amend the Rules governing the Show at any time in their sole discretion if they determine it is in the best interests of the Show or the Facility. Such rules and regulations, including those found on Show Management's website and in the Exhibitor Service Manual, are an integral part of this Agreement and are incorporated herein by reference. "Written" and "in writing" shall include the contents of email communications. Failure to comply with the Rules may result in an Exhibitor's removal from the Show at Show Management's discretion.

3. Americans with Disabilities Act (ADA)

All exhibiting companies are required to abide by the Americans with Disabilities Act (ADA). Information concerning ADA compliance is accessible from the U.S. Department of Justice ADA Information Line (800) 514-0301 and from the ADA website. If you are in need of a motorized scooter, interpreter or other assistance, please email register@printingunited.com.

4. Animals/ Service Animals

Under the ADA's guidelines, the meaning of "service animal" is restricted to a dog that is individually trained to do work or perform duties for an individual with a disability. The task(s) performed by the dog must be directly associated with the person's disability. Under the ADA, "comfort," "therapy," or "emotional support" animals do not meet the definition of a service animal. Service animals are always welcome. Refer to the American Disabilities Act (ADA) for the definition of a service animal. It is the animal owner's obligation to clean up after the animal while on Facility property.

5. Eligibility

Show Management reserves the right to determine eligibility of Exhibitor for inclusion in the Show prior to, or after, submission of the Exhibit Space Rental Application. Show Management will determine the appropriateness of products to be exhibited by their distinctive characteristics or performance capability. Show Management also reserves the right to prohibit display or advertisement of products at any time if display or advertisement of such products would not meet Show objectives or would cause Exhibitor to be in violation of this Exhibitor Contract or the Rules.

6. Exhibit Space Assignment

Upon acceptance by Show Management, Exhibitor will be assigned specific exhibit space (the "Assigned Exhibit Space") in accordance with the procedures established by Show Management. Exhibitor will not be assigned space until the Exhibitor has been qualified and the Exhibitor Contract has been signed and received. The Assigned Exhibit Space is for the period of this Show only and does not imply that same or similar space will be held or offered for future shows. Show Management reserves the right to modify or relocate Exhibitor's Assigned Exhibit Space at any time if in the best interests of the Show. Exhibitor acknowledges that this Exhibitor Contract, including its cancellation provisions, will remain effective even if Show Management exercises its right to modify or relocate Exhibitor's Assigned Exhibit Space. Only current Exhibitors are eligible for the following year's priority exhibit space selection in advance of the next year's event.

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Show Management will make every effort to ensure all products and services are directly related to the printing industry. Show Management reserves the right to deny exhibit contracts for products/services that do not relate to the industry.

Multiple exhibit space reservations will be up to the discretion of Show Management to allow.

7. Exclusive Services

Show Management and each Facility have designated official contractors to perform certain services for Exhibitor (those services, as listed in the Exhibitor Service Manual, “Exclusive Services / Official Service Providers”). Exhibitor shall not use any other contractors to perform Exclusive Services. Show Management will not be held responsible for any lost monies for failure to comply with Exclusive Services.

8. Exhibitor Liability and Other Insurance Requirements

Exhibitors are required to carry general liability insurance, in the amounts indicated in the Exhibitor Service Manual on the Sample Insurance Certificate, which must be obtained at the Exhibitor’s expense. All Exhibitors must submit a copy of your insurance to Rainprotection Insurance before the first day of move-in. Additionally, please make sure you bring a copy of your general liability insurance to keep in your Assigned Exhibit Space. Please note that Exhibitor liability insurance is separate from **Exhibitor Appointed Contractor (EAC)** insurance which also needs to be submitted pre-Show. Coverage requirements are outlined below.

Be sure all of your merchandise, display equipment and materials are fully covered against fire, theft and all hazards while in transit to and from your space and for the duration of the Show. After materials are released by the freight line, the line is not responsible for condition, count or contents, until such time when the materials are again picked up for removal after the close of the Show. All orders received by **Shepard Exposition Services (the Show General Contractor)** prior to removal of materials are subject to final count and correction made at time of actual removal. The handling of loose exhibit materials or those inadequately packed will be done at Exhibitor’s risk. Neither the Show General Contractor, Show Management, nor the Facility is responsible for damages to such materials, nor will any of the above be responsible for concealed damages of material arriving and departing in cases, crates, cartons, packages, etc. All materials arriving at the warehouse must arrive prepaid, and actual weights must appear on Bills of Lading. Exhibitors are responsible for their individual exhibits during hours when the Exhibit Halls are open. Show Management will have security guards on duty and will make reasonable efforts to safeguard the property of all Exhibitors; however, neither Show Management, the Show General Contractor, nor the Facility assumes any liability for loss, and Exhibitors are requested to take normal precautions at all times. Exhibitors can hire security guards for their Assigned Exhibit Space through the Exhibitor Service Manual. The Show Security vendor is considered an exclusive service. Exhibitors should check the Exhibitor Service Manual for ordering details.

Exhibitor’s insurance must be maintained throughout the term of the Exhibitor Contract and must cover against claims for bodily injury, death and property damage occurring in or upon or resulting from the use of the Facility or the Exhibit Areas. Such insurance shall include contractual liability and product liability coverage, with combined single limits of liability. Such insurance shall name PRINTING United, the PRINTING United Exposition, PRINTING United Alliance, NAPCO Media, Orange County Convention Center (OCCC) and Shepard Exposition Services as additional insureds. Workers Compensation and Occupational Disease Insurance shall be in full compliance with all federal and state laws, covering all the Exhibitor’s employees engaged in the performance of any work for and/or by the Exhibitor. All property of the Exhibitor is understood to remain under its custody and control in transit to and from the confines of the Exhibit Halls and during the Show. Exhibitors should be able to add the required insurance coverage to an existing insurance policy. The coverage should also include move-in and move-out dates. Please

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contact your insurance company directly. A sample policy outlining coverage amounts is available in the Exhibitor Service Manual, or in advance upon request.

Neither PRINTING United, PRINTING United Exposition, PRINTING United Alliance, NAPCO Media, Orange County Convention Center (OCCC), Shepard Exposition Services, or any other contracted vendors of the Show or their agents or employees shall be responsible for any loss, theft, or damage to the property of the Exhibitor or its employees or representatives, nor shall they be liable for damage or injury to persons or property during the term of this Agreement from any cause whatsoever by reason of the use or occupancy of the Assigned Exhibit Space or the Exhibit Areas by the Exhibitor, and the Exhibitor shall indemnify and hold harmless the aforementioned parties from all liability which might arise from any cause whatsoever. If the Exhibitor's materials fail to arrive, the Exhibitor is nevertheless responsible for all amounts due. The Exhibitor understands that none of the organizers or sponsors of the Show (including, but not limited to, Show Management and Show General Contractor), maintain insurance covering the Exhibitor's property, and it is the sole responsibility of the Exhibitor to obtain such insurance.

The Exhibitor Service Manual may contain additional insurance requirements. Evidence of insurance meeting the requirements of this section must be furnished to Show Management upon request and must be available at the Facility during the Event. Exhibitor acknowledges that the requirements of this section in no way limit the liability of Exhibitor.

9. Assigned Exhibit Space Operation

Exhibitors can purchase exhibit space in 10-foot increments. Exhibitors may have the opportunity to purchase additional space such as aisle space if needed. Main Aisles will always remain in control of Show Management and will not be sold. The aisles and other exhibit spaces in the Show not leased to Exhibitors shall be under the control of Show Management. Show Management controls the hours during which the Show is open and when Exhibitors can access the Exhibit Halls. Exhibitors must comply with the hours set by Show Management during which the Show is open.

Exhibitor shall install and occupy its Assigned Exhibit Space in accordance with the Rules and timeline specified in the Exhibitor Service Manual. Items within the Assigned Exhibit Space that will be a part of conducting business and visible to attendees (the **Exhibit Space Display Materials**) must be designed and operated in a professional manner that respects the rights of other Exhibitors and attendees, complies with the applicable provisions of the Americans with Disabilities Act and similar regulations and does not conflict with reasonable standards of decorum. All Exhibit Space Display Materials and demonstrations must be confined within Exhibitor's Assigned Exhibit Space and must not interfere with aisle traffic at any time. Direct selling at the Facility is strictly prohibited. Exhibitor shall obtain the written permission of Show Management and Facility before performing any activity that may conflict with Facility's insurance policy. Exhibitor shall not distribute any advertising or promotional materials at the Show, except from Exhibitor's Assigned Exhibit Space or with the written consent of Show Management or paid sponsorship. Exhibitor shall obtain any necessary rights prior to playing, performing, or displaying any work protected by copyright, trademark or any other intellectual property right.

10. Badge Registration

Show Management will define the "Official Hours," during which all individuals attending the Show must be registered and in possession of a valid Show badge. Upon full payment of all fees due under this Exhibitor Contract, Exhibitor will receive an allotment of complimentary registrations as specified by Show Management. Complimentary registrations may be used to register Exhibitor's officers, employees, contractors, agents or guests.

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Additional registrations may be purchased at a fee determined by Show Management. Exhibitor badges, exposition advertising, listings in the Online Directory, etc., must carry only the name of the Exhibitor as shown on the Exhibitor Contract.

11. Cancellation or Reduction of Assigned Exhibit Space

Requests from Exhibitor to cancel or reduce Exhibitor’s Assigned Exhibit Space must be submitted in writing. The parties acknowledge that the actual damages likely to result from Exhibitor’s cancellation or space reduction are difficult to estimate on the date of this Exhibitor Contract and would be difficult for Show Management to prove. Therefore, the parties intend that Exhibitor will remain liable for the cancellation and space reduction fees as outlined below, depending on date of cancellation or reduction, as liquidated and agreed upon damages, and not as a penalty.

Cancellation fees are set forth in the table below. Assigned Exhibit Space reduction fees will be calculated based on the amount of square footage being released using the following formula:

X square feet reduction in space times the per square foot price tier of the space being released = \$Y

\$Y times the % cancellation fee (based upon date from table below) = \$Z would be the reduction fee

Prior to December 15, 2020	No Fee
December 16, 2020 – April 2, 2021	25% of total space price
April 3, 2021 – July 2, 2021	50% of total space price
After July 2, 2021	100% of total space price

12. Cancellation of Show

If Show Management cancels the Show due to circumstances beyond its reasonable control, then it shall refund to Exhibitor the amounts paid under this Exhibitor Contract, minus a share of the costs incurred by Show Management, in full satisfaction of liabilities to Exhibitor. If Show Management cancels the Show for any other reason, then Show Management shall refund to Exhibitor the amounts paid under this Exhibitor Contract, in full satisfaction of liabilities to Exhibitor. No cancellation will be deemed to have occurred, and no refund will be due to Exhibitor, if Show Management reschedules the Show for dates within one week of the originally scheduled dates or selects a different exhibit facility within the same metropolitan area.

13. Compliance with Laws; Facility Regulations

Exhibitor shall comply with all federal, state, and local laws and all rules and regulations governing each Facility and the Exhibit Areas, including any union labor work rules and fire and safety regulations. Exhibitor shall obtain all permits and approvals required to exhibit at the Show and is responsible for all taxes related to its activities at the Show. The Exhibitor will not do or permit to be done in, upon or about the Assigned Exhibit Space, the Facility or the Exhibit Areas, or bring or keep anything therein, which will in any way conflict with the regulations of the fire, police, or health department or with the rules, regulations, by-laws or ordinances of any governmental authority having jurisdiction over the premises or the business conducted therein.

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14. Copyrights, Trademarks and all other Intellectual Property (Music, Photographs, Performances, Literary and Artistic Works, Names, Logos, Software, etc.) - WARRANTY AND INDEMNIFICATION

Exhibitor warrants that in the performance of this Agreement it will not infringe any intellectual property rights, including, but not limited to, trademarks, copyrights, patents, trade secrets, right to privacy and right to publicity rights, nor any other right of any person. Exhibitor warrants and represents that no music, literary or artistic work or other property protected by copyright, nor the name of any performing artist or group or any other property protected by trademark, nor any other intellectual property not owned by Exhibitor will be performed (live or recorded), reproduced or used incident to the Exhibitor's participation in the Show, unless the Exhibitor has obtained written permission from the copyright or trademark or intellectual property owner or applicable performing rights organization (BMI, ASCAP or SESAC, etc.) and that Exhibitor will not infringe upon any statutory, common law or other rights of the owners of such material. Exhibitor acknowledges that it acts under this Agreement as an independent contractor, charged with the responsibility, in its sole discretion, for selection, performance, reproduction and use of any musical, literary and artistic works in its Assigned Exhibit Space as it deems appropriate, and that it will maintain strict compliance with all laws respecting copyrights, trademarks and all other intellectual property. Exhibitor agrees to indemnify, save and hold harmless Printing United, the PRINTING United Exposition, the Show General Contractor, Show Management and the Facility and their parent and subsidiary companies, shareholders, directors, officers, agents, employees, contractors and servants from and against all claims, costs and expenses, including legal fees, demands, actions and liabilities of every kind and character whatsoever with respect to copyright and trademark rights, royalties and any other fees due or incurred by reason of Exhibitor's performance, reproduction or use (live or recorded) of any musical, literary or artistic works or any other property protected by copyright or the name of any performing artist or group or any other property protected by trademark, or the use of any other intellectual property not owned by Exhibitor in Exhibitor's Assigned Exhibit Space.

Show Management respects the ownership rights of all creators of intellectual property. We encourage you to protect your rights by using every tool available through the U.S. legal system for the protection of your IP rights, including the registration of your trademarks and copyrights. Show Management cannot be the arbiter of IP disputes between Exhibitors. If you believe that an Exhibitor is infringing upon your IP rights, we encourage you to retain counsel and use the U.S. legal system to prove your case and achieve the termination of any and all infringement of your IP ownership rights through the courts.

15. Indemnification; Assumption of Risk

Exhibitor shall indemnify, save and hold harmless PRINTING United, the PRINTING United Exposition, the Show General Contractor, Show Management and the Facility, and their parent and subsidiary companies, shareholders, officers, employees, agents and contractors, against all losses, damages, claims, demands, actions, penalties, judgments and liabilities (including court costs and reasonable attorneys' fees) that arise from any acts or omissions of Exhibitor or any of Exhibitor's EACs related to the Show, including, without limitation, any activities they may be conducting at the Show, or from any breach by Exhibitor of any term of this Agreement. Exhibitor assumes full responsibility for any risk of bodily injury, death or property damage or loss arising out of or related to Exhibitor's participation at the Show, whether caused by negligence, intentional act or otherwise. The Parties intend that this indemnification and assumption of risk be construed as broadly as permitted by law.

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16. Membership; Eligibility

Exhibitor shall maintain membership with PrUA (formerly Specialty Graphic Imaging Association) during the entire period from application through the Show. Membership is pro-rated based on the month the company joins and is based on gross annual revenue. Membership fees range from \$475 - \$1,000 USD depending upon revenue. Alternatively, if the Exhibitor does not wish to be a member, they may choose to pay a non-member fee of \$800 but would not receive exclusive member benefits. Exhibitor shall only exhibit or promote products or services that pertain to the business printing industry. If an exhibitor fails to join PrUA and has been contacted by the membership team with failed attempts, the \$800 non-member fee will be automatically added to the Assigned Exhibit Space invoice. Likewise, the Exhibitor's PrUA membership must be in the same name as shown on the Exhibitor Contract, or payment of the supplemental nonmember fee is required.

17. Payment Policy

The first 10% of the Assigned Exhibit Space price will be due at signing. The next 40% (total amount paid should equal 50% including the 10% deposit) will be due on or before January 15, 2021. The final 50% payment will be due on or before June 15, 2021. The total Assigned Exhibit Space fee must be enclosed with any contract executed on or after June 15, 2021. (Non-members must pay a \$800 additional nonmember fee for space leased. The full \$800 must be included with the minimum deposit).

Due to PCI Compliance, Show Management does not store credit card or bank information, thus, we do not auto charge your account on the dates outlined above. While Show Management does not automatically charge or process payments on a payment plan, exhibitors are able to make payments in smaller amounts provided they hit the target deadlines outlined above on their Exhibitor dashboard through our vendor Map Your Show. Please note that we cannot refund the 3% (or any other) convenience fee for any payments made via credit card.

Show management reserves the right to cancel any Assigned Exhibit Space of any Exhibitor that is delinquent on payments.

18. Publicity

Show Management may list Exhibitor's name, trade names, product names and Representative's name and contact details in promotional materials. Show Management may photograph or otherwise record Exhibitor's space, exhibit display and personnel and use such photographs or recordings for any purpose. Exhibitor acknowledges that Show Management and its partners may photograph or otherwise record any person who attends the Show and, without any further notification, may use such photographs or recordings for any purpose.

19. Sharing; Assignment

Exhibitor shall not assign, share, or sublet its Assigned Exhibit Space without the written consent of Show Management. Show Management may allow Exhibitor to share its space with another entity (a "Co-Exhibitor") if: (1) Co-Exhibitor meets any requirements of Show Management, including those regarding membership and minimum space requirements; (2) Exhibitor and Co-Exhibitor each complete any required forms and pay the applicable fee; and (3) Exhibitor and Co-Exhibitor have an established business relationship. Interested parties should request further information from Show Management. Co-exhibitors are not eligible to participate in the early priority exhibit

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sales event for the following year in advance of the Show. To be eligible for participation in the priority exhibit sales event in advance of the next show, an Exhibitor would need to have their own exhibit space.

20. Solicitors

Exhibits in any location other than an Exhibitor's Assigned Exhibit Space, such as hotel room exhibits, etc. are not permitted. Soliciting of business will be permitted by Exhibitors only. Distribution of advertising matter, soliciting of orders or any conference in the interest of business by representatives of firms not a part of the Show is strictly forbidden. Advertising and sales promotion materials may be distributed only from your Assigned Exhibit Space at the Facility. No material may be placed on session seats, attached to walls, ceilings, woodwork, etc. of the Facility, or left at the convention registration desk or in public places within the Facility or in the Exhibit Areas. Advertising materials, banners, blimps, hot-air balloons, vehicles carrying corporate identity or convention-related messages, etc. will not be permitted on or near the exterior of the Facility without the prior written permission of Show Management. Robots, clowns, and similar are permitted but their use is confined to the Exhibitor's Assigned Exhibit Space. Helium balloons/blimps are not permitted in any Assigned Exhibit Space.

21. Suitcasing / Outboarding Policy

Suitcasing/Outboarding ("Suitcase" or "Suitcasing") is a parasitic business practice in which unethical companies will gain access to the Show by obtaining some type of event credential (attendee badge, expo-only badge, etc.) and then solicit business in the aisles or other public spaces used for the Show. Exhibitors aiding or assisting Suitcasing by permitting unauthorized companies or individuals to use their Assigned Exhibit Space, will also be deemed to be Suitcasing, and will expose themselves to the possibility of losing their Assigned Exhibit Space and the closure of their exhibit.

Companies who Suitcase cause inconvenience to attendees and hurt the overall industry. Suitcasing also violates Show policy and the [International Association of Exhibitions and Events \(IAEE\) guidelines](#).

Show Management's objective is to do everything legally possible to protect Exhibitors from Suitcasing. This Suitcasing policy must be observed at all times. Violation may result in any or all of the following actions at the discretion of Show Management.

If an Exhibitor permits a company or individual to Suitcase in their Assigned Exhibit Space:

Closure of your exhibit space, Loss of participation in the priority exhibit selection event, and/or Exclusion from future shows.

If a company or person is Suitcasing in any other manner:

Removal from the Exhibit Halls and Facility and Exhibit Areas and/or being banned from future shows.

Suitcasing rules and regulations pertain to the Exhibit Halls, Show public areas, the Facility and official Show hotels.

To reduce your chances of being accused of Suitcasing:

Do not enter or loiter around the exhibit space of the other party.

Do not harass or antagonize the other party.

Do not remove anything from any Exhibitor's Assigned Exhibit Space.

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Do not register or give a badge to anyone not qualified to be in the Show.

Do not take pictures or hire outside photographers. Due to intellectual property laws, photography of any kind other than by Show Management is strictly forbidden in the Exhibit Halls.

Show Management has created a Suitcasing Prevention Policy Team (the “**Team**”) that will be available from the start of the Show to the conclusion of the Show and which will respond to all complaints regarding Suitcasing. The Team will be trained on what to look for and the appropriate factors to determine if there is an issue. The Team will review each complaint off the Exhibit Hall floor and take appropriate action, including removal from the Exhibit Hall.

The Team may also levy penalties for violations, up to and including suspension from participation in future shows. If you have a pending dispute regarding Suitcasing at the Show:

Prior to the Show: If you feel there is a reasonable risk of a problem involving Suitcasing, notify Rachel Thomas prior to arrival (exhibit@printingunited.com or 703.359.1379).

Onsite: If you suspect another company of Suitcasing, report it to Rachel Thomas by text message (724.866.9990) or email (exhibit@printingunited.com). Alternatively, you may report it to her or Jana McWilliams in person at the Show Management/ Exhibit Sales Office. Someone from Show Management will come to your exhibit immediately.

Show Management will take one of the following actions:

Upon receipt of a Suitcasing complaint from an Exhibitor, Show Management will review the complaint with the Exhibitor. Show Management will confer with other members of the Team to investigate the complaint and determine what action may be taken, including meeting with the company that is accused of Suitcasing. Possible actions will include:

Remove anyone found violating the Suitcasing policy; or if deemed advisable, Show Management will attempt to bring the accuser and alleged violating party together in a meeting in the Show Management Office in an attempt to resolve the matter; or issue a warning if appropriate; or take no action if it is determined there is no action necessary. If the Team determines that a complaint is valid, but the violator refuses to attend such a meeting or leave the Exhibit Hall, then that party/company will be prohibited from exhibiting in or attending the next two Shows.

22. Exhibitor Appointed Contractors

Exhibitor may use a contractor not listed in the Exhibitor Service Manual (an Exhibitor Appointed Contractor or “EAC”) if: (1) the service to be performed by the EAC is not an Exclusive Service; (2) Exhibitor submits to Show Management a completed Intent to Use EAC form naming the EAC; (3) the EAC submits to Show Management a completed EAC application, agreeing to all the terms thereof, including insurance and indemnification requirements; and (4) the EAC has been approved by the Facility, where applicable. Exhibitor is responsible for ensuring these requirements have been met. Show Management may deny an EAC access to the Show when these requirements have not been met or when in the best interests of the Show. Show Management will not be responsible for any lost profits or any damages of Exhibitor that result. Each EAC may be required to provide evidence of compliance with insurance requirements.

23. Waiver of Liability

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Under no circumstances will Show Management be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages of Exhibitor, regardless of whether such losses or damages were foreseeable, or Show Management was informed of the possibility of such losses or damages. The maximum liability of Show Management under any circumstances will not exceed the exhibit space lease fee actually paid by Exhibitor to Show Management. Pricing information varies per square footage booked. Pricing tiers can be found on www.printingunited.com.

24. Waiver; Entire Agreement

No waiver of satisfaction of a condition or failure to comply with an obligation under this Exhibitor Contract and Agreement will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or failure to comply with any other obligation. This Exhibitor Contract and Agreement, including any additional Rules or changes to existing Rules adopted by Show Management in accordance with section 2, constitute the entire understanding between the parties with respect to the subject matter of this Exhibitor Contract and Agreement and supersedes all other agreements, whether written or oral, between the parties.

25. GDPR

By contracting to exhibit at the Show, you have opted in to receive emails from Show Management (and our official vendors) about our events, products, services and Show related logistics. We do not share, sell, or rent email addresses. Each communication from Show Management will come with a link to unsubscribe or modify your preferences. The European Union General Data Protection Regulation (GDPR) provides protection of natural persons with regard to the processing of personal data and on the free movement of such data, effective May 25, 2018. GDPR sets standards and compliance requirements for every company that holds or processes personal data. Show Management is committed to high standards of information security, data privacy, and transparency, and to managing data in accordance with legislation and regulation, including but not limited to GDPR. Show Management attests that it will comply with applicable GDPR regulations, and we encourage our Exhibitors to become familiar with GDPR and to adapt their business processes, data management practices, and integrations to meet their GDPR obligations. Questions can be directed to privacydata@printing.org.

26. Governing Law

The laws of the state of Virginia, without giving effect to its principles of conflicts of law, govern all matters arising out of this Exhibitor Contract and Agreement and Exhibitor's participation at the Show.

27. Violations

Upon the violation by Exhibitor of any of the terms of this Exhibitor Contract or the Agreement, Show Management may take such disciplinary action as it deems necessary in its sole discretion, including, but not limited to: (1) require modifications to the Assigned Exhibit Space at Exhibitor's expense; (2) cancel Exhibitor's Assigned Exhibit Space; (3) declare Exhibitor ineligible for priority exhibit space selection events for future events produced by Show

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Management; or (4) disqualify Exhibitor entirely from exhibiting at future events produced by Show Management. These remedies are illustrative only and do not limit any remedies described elsewhere in this Exhibitor Contract and Agreement or otherwise available at law.

28. Severability

The parties intend that, if any provision of this contract is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable and the rest of the contract will remain in effect as written.

29. Representative; Communications

Show Management shall direct communications related to the Show, including notices under this Exhibitor Contract and Agreement and the additional Rules, to the Representative by email, mail or hand delivery. Notices from Exhibitor to Show Management, including the designation of a new individual as Representative, must be sent by email to exhibit@printingunited.com, by mail or overnight courier to PRINTING United Alliance, Attn. Exhibit Services, 10015 Main Street, Fairfax VA 22031, USA or by hand delivery.

30. Weapons

Fireworks, weapons, explosives, and firearms including replicas and/or toy weapons of all kinds are prohibited from every location associated with the Show, including without limitation, the Facility and the Exhibit Areas. This prohibition applies to the interior and the exterior of the Facility, including parking areas, and also applies to all vehicles and displays, whether the weapons are permanently or temporarily affixed. Any exceptions to this policy must be granted in writing by Show Management.

31. Hazardous and Combustible Materials

Harmful or noxious odors or fumes must be negligible and contained within Exhibitor's Assigned Exhibit Space. Hazardous and combustible materials and toxic waste are prohibited unless approved in writing by Show Management. Exhibitor is responsible for the proper care, handling, security, removal, and disposal of all hazardous and/or combustible materials or toxic waste entered or created upon Facility or Exhibit Areas by Exhibitor, as required by current Environmental Protection Agency or other applicable federal, state or local standards in effect at the time of occupancy. Disposal of hazardous and/or combustible materials or toxic waste must comply with all local, state, and federal laws. Exhibitor agrees to indemnify Show Management against all consequences of any violation by Exhibitor of the combustible and hazardous materials and toxic waste restrictions of this section.

Show Management hires an ink waste disposal company each year as an Exhibitor benefit and there is no additional charge to the Exhibitor to participate. Details regarding the company and disposal procedures will be outlined in the Exhibitor Service Manual.

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32. Damages

Exhibitor shall yield the Assigned Exhibit Space back to the Facility at the conclusion of the Show in good condition and repair, ordinary wear and tear excepted. Any costs incurred by Show Management or the Facility to restore the Assigned Exhibit Space to its condition prior to the Show, including but not limited to removal of signs, balloons, tape, ink spills and other things not removed by Exhibitor, shall be the responsibility of Exhibitor. Exhibitor is responsible for all damage to any property caused by Exhibitor's personnel.

33. Destruction of Premises

In the event that the Facility or any part thereof shall be destroyed or damaged by fire or other causes so as to prevent the use of the Facility reserved for the Show, or if the Facility cannot be used or cannot be reasonably or safely accessed by Show Management, Exhibitors and/or attendees because of strikes, riots, labor controversies, civil disturbances, accidents, fuel shortages, acts of God, force majeure, terrorism, war, epidemics or outbreaks of disease, curtailment of transportation, government intervention, or other causes beyond Show Management's reasonable care and control, then Show Management shall have the right to obtain new facilities for the purposes hereof, or terminate the Show and/or the Exhibitor Contract. In such event, Show Management shall have no liability toward the Exhibitor by reason of its failure to deliver the Assigned Exhibit Space or for its termination of the Show, other than to return any payments made under this Exhibitor Contract. If this Exhibitor Contract is so terminated during the show dates, then the fees to the time of such termination shall be prorated.

34. Time Limit for Submitting Claims

By participating in the Show, Exhibitors, their Representatives, officers, directors, employees, contractors and agents hereby confirm and **agree that they will report all claims regarding an alleged liability connected with the Show to Show Management for consideration and review within 60-days of the date the claim accrued.** To qualify for consideration, a claim must be received by Show Management, by email to exhibit@printingunited.com or by certified letter delivered to PrUA at 10015 Main St., Fairfax VA 22031 within 60 days from the date the claim accrued, which is the day on which the event that caused the alleged liability is deemed to have occurred. The claimant is responsible for proving that the claim was filed within the 60-day window and must provide supporting documents, photographs, witness statements and any other pertinent information with the detailed claim. **Exhibitors, their Representatives, officers, directors, employees, contractors and agents, by filing a Exhibit Space Rental Application, hereby waive their right to file any claims beyond this 60-day claim window.**

35. 2021 COVID-19 LIVE EVENTS POLICY

In the event PRINTING United Alliance/NAPCO Media cancels this 2021 live event due to Federal, state or local government restrictions which, in our opinion, make it difficult, impractical or illegal to hold the event, or because, in our opinion, it would be inadvisable to hold the event, due to the health risks associated with the global COVID-19 pandemic caused by the SARS-CoV-2 virus, or caused by any other virus with a similar global impact, and we hold funds for the cancelled event which you have pre-paid us (collectively, the "Payments") in connection with, exhibiting at or sponsoring the event, we offer the following three options which you may combine as desired. At your discretion, you may choose to:

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1. Roll all or a percentage of your Payments into a future event,
2. Reallocate all or a percentage of your Payments to any of our other products or events, or
3. Receive a full or partial refund of your Payments.

Refunds must be requested in writing within 30 days of the date that we publicly announce the cancellation of the event. Email requests are considered written requests. All refund requests will be issued within 90 days of the last scheduled day of the cancelled event. In the absence of any written instructions regarding your preferences within 90 days of the last scheduled day of the cancelled event, all Payments will be applied to a future event. If you do not subsequently register for the follow-up event and we are unable to reach you at the email address provided during registration, the Payments will be forfeited.

**PLEASE REFERENCE THE EXHIBITOR SERVICE MANUAL FOR FURTHER DETAILS.
TERMS AND CONDITIONS AS WELL AS RULES AND REGULATIONS ARE SUBJECT TO CHANGE.**

Any person who attends a PrUA organized convention, conference, seminar or other program grants permission to PrUA, its employees and agents (collectively "PrUA") to record his or her visual/audio images, including, but not limited to, photographs, digital images, voices, sound or video recordings, audio clips, or accompanying written descriptions, and, without notifying such person, to use his or her name and such images for any purpose of PrUA, including advertisements for PrUA, and PRINTING United Exposition and its programs.