EXHIBITOR TERMS AND CONDITIONS

PLEASE READ THE FOLLOWING CAREFULLY. THIS IS A BINDING CONTRACT WHICH LIMITS YOUR POSSIBLE RECOVERY IN THE CASE OF LOSS OR DAMAGE.

1. GENERAL PROVISIONS.

(a) Definitions. As used throughout this Exhibitor Terms and Conditions (this "Agreement"), the following terms have the following meanings: (i) "Hargrove" means, collectively, Hargrove, LLC, a Maryland limited liability company, and its officers, directors, managers, employees, agents, representatives, affiliated companies, related entities, successors and assigns, including but not limited to any subcontractors which Hargrove may retain; (ii) "Exhibitor" means, collectively, you, the exhibitor at the subject Show, and your officers, directors, managers, employees, agents, labor which you elect to secure from Hargrove, representatives, affiliated companies, related entities, successors and assigns, including but not limited to any subcontractors which you may retain; (iii) "Show" means each and every event or show in which Hargrove serves as the general service contractor or for which Hargrove otherwise delivers or makes available a Service Kit to the Exhibitor; and (iv) "Service Kit" means, collectively, the service manual, kit package, and/or rate card, and all corresponding checklists, schedules, forms, rules, regulations, procedures, policies, guidelines, tool kits, information, order forms, and other documentation which Hargrove provides or otherwise makes available to the Exhibitor in connection with a particular Show, as the case may be.

(b) Acceptance. All of the terms and conditions set forth in this Agreement and each Service Kit (collectively, "Terms and Conditions") constitute a part of the contractual relationship between Hargrove and the Exhibitor. The Exhibitor shall automatically be deemed to have accepted all of the Terms and Conditions, regardless of whether they are set forth in this Agreement or the Service Kit, upon the occurrence of any of the following: (i) the Exhibitor's execution of Hargrove's Payment Form; (ii) the Exhibitor's placement of any order with Hargrove, including but not limited to material handling, labor, rental equipment or any services rendered; or (iii) the Exhibitor's participation in a Show. By participating in a Show in which Hargrove serves as a general services contractor, the Exhibitor acknowledges that it shall derive economic benefit from the services Hargrove provides and, as consideration for such economic benefit, the Exhibitor hereby accepts and agrees to comply with all Terms and Conditions.

2. PAYMENT TERMS.

(a) Payment. Full payment for all services, including any applicable tax, is due at the time the order is placed or services will not be rendered. All payments must be tendered in immediately-available U.S. funds and all checks must be drawn on a U.S. bank. Hargrove will issue a final invoice ("Final Invoice") for any unpaid charges after the completion of the Show. Any outstanding balance shall accrue interest at the rate of one and one half percent (1.5%) per thirty (30) days until paid in full. Interest will begin to accrue beginning on the thirtieth (30th) day following the final day of the Show. If the Exhibitor provides a credit card for payment and charges are rejected by the Exhibitor's credit card company for any reason, the Exhibitor authorizes Hargrove to continue to attempt to secure payment through that credit card for as long as unpaid balances remain on the Exhibitor's account.

(b) Disputed Charges. Upon the commencement of the Show, the Exhibitor may obtain a statement of the Exhibitor's account ("Exhibitor Account Statement") at the Hargrove Service Center. The Exhibitor is responsible for reviewing all charges contained on the Exhibitor Account Statement prior to the completion of the Show. If the Exhibitor disputes any charges appearing on the Exhibitor Account Statement, it must notify Hargrove in writing prior to the close of the Show of the dispute and the basis therefor. If Hargrove does not receive written notice concerning a disputed charge prior to the close of the Show, the Exhibitor shall be deemed to have accepted all charges as reflected on the Exhibitor Account Statement. No adjustments will be made to items appearing on the Exhibitor Account Statement after the close of the Show. For any charges appearing on the Final Invoice that did not appear on the Exhibitor Account Statement, the Exhibitor shall have thirty (30) days from the date of the Final Invoice to notify Hargrove in writing of any disputed charges and the basis therefor. Failure to provide written notice of a disputed charge within thirty (30) days of the Final Invoice shall be deemed an acceptance of all charges contained on the Final Invoice.

EXHIBITOR TERMS AND CONDITIONS (cont.)

(c) Collection of Unpaid Charges. If the Exhibitor fails to pay any charge when due and owing under the terms of this Agreement or any other agreement governing payment obligations between Hargrove and the Exhibitor, Hargrove may engage a collection agency or legal counsel to collect the unpaid balance, in which case the Exhibitor shall be responsible for all costs associated with collecting the unpaid balance, including but not limited to any reasonable attorneys' fees incurred by Hargrove.

(d) No Right Of Offset. In the event of any dispute between the Exhibitor and Hargrove regarding any loss, damage or claim, the Exhibitor shall not withhold payment, or any partial payment, due to Hargrove as an offset for the alleged loss or damage. Any such dispute shall be resolved independently from the Exhibitor's payment obligations to Hargrove for services rendered.

(e) Cancellation or Postponement. If the Show is cancelled (or postponed) five or more business days prior to commencement of installation because of reasons beyond Hargrove's control, the Exhibitor will be refunded 100% of the charges for Standard Furnishings (Tables & Drapery, Chairs & Accessories), Standard Carpet and Padding ordered from Hargrove. If the Show is cancelled (or postponed) less than five business days prior to the commencement of installation, the Exhibitor remains responsible for all charges. If the Show is cancelled (or postponed) because of reasons beyond Hargrove's control, the Exhibitor remains responsible for all other charges for services and equipment not listed above ordered from Hargrove up to and including the date of cancellation/postponement. Cancellation fees, including fees to cover any costs incurred by Hargrove, will be due immediately upon any such cancellation or postponement by Exhibitor. EXHIBITOR EXPRESSLY AGREES THAT IT HAS READ, AND AGREES TO, THIS CANCELLATION POLICY, AND THAT THE CANCELLATION CHARGES DESCRIBED IN THIS PARAGRAPH ARE REASONABLE AND APPROPRIATE UNDER THE CIRCUMSTANCES STATED, AND THAT SUCH CANCELLATION CHARGES ARE NOT A PENALTY. EXHIBITOR FURTHER ACKNOWLEDGES AND AGREES THAT THIS POLICY SHALL APPLY IN THE EVENT OF ANY CANCELLATION/POSTPONEMENT BY EXHIBITOR IRRESPECTIVE OF THE REASON FOR SUCH ORDER CANCELLATION/POSTPONEMENT AND SHALL ALSO APPLY IN THE EVENT OF THE CANCELLATION OR POSTPONMENT OF THE SHOW FOR ANY REASON BEYOND HARGROVE'S CONTROL.

(f) Payment for Advanced Costs. The Exhibitor shall be charged, and the Exhibitor agrees to pay, all such charges that Hargrove may be obligated to pay on behalf of the Exhibitor and all such charges that Hargrove reasonably determines may be necessary to advance on behalf of the Exhibitor, including but not limited to any shipping charges.

(g) Third-Party Billing. In the event that the Exhibitor has arranged for an exhibit house or such other third party to handle the Exhibitor's billing, a Third-Party Billing Agreement must be completed. The Exhibitor is responsible for all charges incurred at the Show, should the Exhibitor's appointed display house or such other third party fail to meet the required payment terms as more particularly set forth herein.

(h) Additional Fees and Other Charges. The Exhibitor shall have thirty (30) days from the date of the Final Invoice:

i. to notify Hargrove in writing of any credit card changes necessary for billing purposes such as transferring payments from one credit card to another, and after this date a processing fee will apply to any payment transfers;
ii. to request in writing any back-up documentation such as receiving reports, weight tickets, labor tickets, etc., and after this date a processing fee will apply; and
iii. to present a valid tax exemption certificate for the state in which the event is held, and after this date Hargrove will not be able to honor the exemption.

EXHIBITOR TERMS AND CONDITIONS (cont.)

3. MATERIAL HANDLING.

(a) Responsibility for Exhibitor Materials. The protection of all of the Exhibitor's materials, including but not limited to its exhibit, booth properties, company products, personal belongings to include laptops, mobile devices, purses, etc. and all collateral materials belonging to the Exhibitor (collectively, "Exhibitor Materials"), is the sole responsibility of the Exhibitor. The Exhibitor agrees to insure all Exhibitor Materials from the time they depart the Exhibitor's premises until they are returned to the Exhibitor's premises after the Show. **HARGROVE AND ITS SUBCONTRACTORS DO NOT INSURE THE EXHIBITOR MATERIALS AGAINST LOSS OR DAMAGE AND WILL NOT COMPENSATE THE EXHIBITOR FOR THE FULL REPLACEMENT VALUE SHOULD LOSS OR DAMAGE OCCUR TO THE EXHIBITOR MATERIALS**.

(b) Delivery. If the Exhibitor elects to have Hargrove store any of the Exhibitor Materials prior to the Show, the Exhibitor agrees to deliver all of the Exhibitor Materials to Hargrove's warehouse prior to the published deadline date. Hargrove reserves the right to charge, and the Exhibitor agrees to pay, in addition to the initial material handling charges for shipments to the advance warehouse, an additional charge in an amount equal to fifty percent (50%) of the advanced crated rate per cwt if the Exhibitor Materials are delivered to the warehouse after the published deadline. If the Exhibitor elects to ship deliveries direct to the Show venue, the Exhibitor agrees to deliver Exhibitor Materials beginning on the date as published in the Service Kit in respect of direct to Show venue deliveries. Hargrove also reserves the right to charge, and the Exhibitor agrees to pay, an additional charge in an amount equal to fifty percent (50%) of the DIRECT crated rate per cwt if the Exhibitor Materials are delivered to the Show venue before the published date for direct to Show venue deliveries.

(c) Packaging. The Exhibitor shall be solely responsible for packaging and labeling all Exhibitor Materials. The Exhibitor acknowledges that the Exhibitor Materials shall be handled by Hargrove utilizing forklifts and other similar means and agrees to package all materials accordingly. The Exhibitor shall label all Exhibitor Materials with the name of the Show, the Exhibitor's company name, and booth number. Hargrove shall not be responsible for crates and packaging which are unsuitable for handling, in poor condition, or have prior damage. Hargrove does not accept for handling any packaging containing hazardous materials. Any materials requiring specialized storage, including but not limited to accessible, dry, or refrigerated storage, are stored at the Exhibitor's own risk. Hargrove shall not be responsible for damage to loose or uncrated materials, pad-wrapped or shrink-wrapped materials, glass breakage, concealed damage, carpets in bags or poly, or improperly packed or labeled materials, or for damage to goods requiring specialized storage.

(d) Empty Containers. Hargrove shall make available empty container labels at the Hargrove Exhibitor Service Center. The Exhibitor agrees to affix an "empty" label on all empty packaging and to remove all previous labels. The Exhibitor acknowledges that Hargrove: (i) shall assume that all packaging labeled as "empty" contain no materials therein; and (ii) assumes no responsibility, and shall not be liable, for any loss or damage to any Exhibitor Material while such materials are in an empty storage container.

(e) Carriers and Loading. In no event shall Hargrove or its subcontractors be liable for any damage to the Exhibitor Materials after the same have been delivered to the Exhibitor's appointed carrier, shipper or agent for transportation after the conclusion of the Show. The Exhibitor agrees that Hargrove and/or its agents shall load the Exhibitor Materials onto the carrier under the directions from the carrier or driver of that carrier. If any employee of Hargrove or if any of Hargrove's subcontractors signs a delivery receipt, Material Handling Agreement, Bill of Lading or any similar documentation (collectively, "Material Handling Agreements"), it is agreed that Hargrove and its subcontractors are doing so on behalf of the Exhibitor, and the Exhibitor accepts the responsibility of said shipment. Any loading onto the carrier will be understood to be under the exclusive supervision and control of the carrier or driver of that carrier. Hargrove assumes no responsibility for loss, damage, theft or disappearance of Exhibitor Materials that arises out of improperly loaded or labeled materials.

EXHIBITOR TERMS AND CONDITIONS (cont.)

(f) Unattended Materials. The Exhibitor acknowledges that there may be a period of time after the delivery of the Exhibitor Materials to the Exhibitor's booth and the arrival of the Exhibitor and/or a period of time after the Exhibitor completes packaging of the Exhibitor Materials and the pickup of such materials in which the Exhibitor Materials are left unattended. Hargrove assumes no responsibility for any loss, damage, theft or disappearance of any Exhibitor Materials after the same have been delivered to the Exhibitor's booth at the Show site or before they have been picked up for reloading at the conclusion of the Show. Hargrove recommends the securing of security services from the facility or Show management.

Material Handling Adjustments. All Material Handling Agreements submitted to Hargrove by the Exhibitor will be checked at the time of pick-up from the booth and corrections will be made where discrepancies exist between the quantities of items on any form submitted to Hargrove and the actual count of such items in the booth at the time of pick-up. Hargrove is not responsible for any wait time or other charges including business center charges arising from delivery or pick-up of the Exhibitor's materials.

(g) Materials Left Behind. If the Exhibitor fails to arrange to have any Exhibitor Materials returned to the Exhibitor after the conclusion of the Show, whether through Hargrove or otherwise, the Exhibitor agrees that Hargrove shall have the right, but not the obligation, to arrange to have such Exhibitor Materials returned to Hargrove's warehouse. Hargrove and its subcontractors reserve the right to change designated carriers if the carrier assigned by the Exhibitor does not pick up Exhibitor's freight on time. Consistent with the foregoing, the Exhibitor agrees that, in such circumstances, the Exhibitor will be solely responsible for payment to the replacement carrier that Hargrove and its subcontractors utilize. Hargrove and its subcontractors assume no responsibility as a result of engaging a replacement carrier. The Exhibitor further agrees to reimburse Hargrove for any costs and expenses incurred in removing and transporting such Exhibitor Materials, including but not limited to the costs of shipment and storage. Notwithstanding anything contained herein to the contrary, removal of Exhibitor Materials is the exclusive responsibility of the Exhibitor, and Hargrove shall have no responsibility for removing such materials and shall not be liable for any loss, damage, theft or disappearance of Exhibitor Materials left at the Show premises subsequent to the termination of the Show.

(i) Limitation of Liability for Material Handling. If, and only if: (a) the Exhibitor's property is lost or damaged due to the performance or nonperformance of services provided by Hargrove or its subcontractors, or due to the negligence of Hargrove, its subcontractors or their employees; and (b) if such losses were not substantially caused or contributed to by the Exhibitor or its carrier, including but not limited to the failure to properly pack the Exhibitor Materials, the failure to properly label the Exhibitor Materials, or the failure to secure the Exhibitor Materials at the Show premises (those circumstances described by the preceding subsections (a) and (b) being referred to herein as the "Hargrove Material Handling Liability Circumstances"), Hargrove and its subcontractors shall be liable to the Exhibitor in an amount not to exceed the lesser of the following ("Hargrove Material Handling Liability Cap"): (i) $.30 per pound per article, with a maximum liability of $50.00 per item; or (ii) $1,000.00 per shipment, incident, occurrence or other claim of any nature whatsoever. The Exhibitor agrees that the amounts set forth in the immediately preceding sentence constitute the maximum amount for which Hargrove could be liable to the Exhibitor for damages to Exhibitor Materials. For the avoidance of doubt, Hargrove's obligation to compensate the Exhibitor for loss or damage to the Exhibitor Materials shall be limited solely to the Hargrove Material Handling Liability Circumstances and in an amount not to exceed the Hargrove Material Handling Liability Cap.

(j) Declarations of Declared Value. Declarations of the "declared value" of the Exhibitor Materials are between the Exhibitor and the selected carrier only, and are in no way an extension of Hargrove's maximum liability stated herein or an increase to the Hargrove Material Handling Liability Cap. Hargrove will use commercially reasonable efforts to transmit the declared value instructions to the selected carrier; however, Hargrove will not be liable for any claim arising from the transmittal of, or failure to transmit, declared value instructions to the carrier nor for failure of the carrier to uphold the declared value or any other term of carriage.

EXHIBITOR TERMS AND CONDITIONS (cont.)

(k) Claims for Damage to Exhibitor Materials. The Exhibitor agrees to present any claim for damages to the Exhibitor Materials alleged to have been caused by Hargrove and/or its subcontractors to Hargrove by the move-out date, unless the alleged damage relates to shipping services, in which case a claim must be presented to Hargrove within ten (10) days of receipt of the Exhibitor Materials either by the Exhibitor or its appointed carrier, whichever is earlier ("Exhibitor Material Damage Claim Period"). Hargrove and/or its subcontractors shall not be responsible for any claim not presented within the foregoing timeframe and the Exhibitor agrees to release any and all claims and causes of action arising from damage to the Exhibitor Materials not presented to Hargrove within the Exhibitor Material Damage Claim Period.

(l) Lien. The Exhibitor hereby grants to Hargrove a security interest in and a lien on all of the Exhibitor Materials and all of the proceeds thereof, including but not limited to any insurance proceeds (collectively, "Collateral"), to secure the payment of all amounts owed by the Exhibitor to Hargrove, whether for services, goods, labor or supplies provided by Hargrove or its subcontractors or for costs advanced by Hargrove for the benefit of the Exhibitor (collectively, "Obligations"). Hargrove shall have all of the rights and remedies of a secured party under the Uniform Commercial Code, as may be amended from time to time ("UCC"), and any notice that Hargrove is required to give under the UCC of a time and place of a public sale or the time after which any private sale or other intended disposition of any Collateral is to be made shall be deemed to constitute reasonable notice if such notice is mailed by registered or certified mail at least five (5) days prior to such action. Hargrove shall maintain the right to retain any Collateral for so long as there are any Obligations that remain unpaid or unsatisfied.

4. LIMITATIONS ON LIABILITY.

(a) Remedy Limitation. Except in instances in which the Exhibitor alleges damages to its Exhibitor Materials (in which case the limitation set forth in the Section of this Agreement which is captioned "Limitation of Liability for Material Handling" shall apply), in the event of a breach by Hargrove of this Agreement or any other agreement between Hargrove and the Exhibitor, whether such breach results from non-conforming goods, services or otherwise, the Exhibitor's sole and exclusively remedy shall be limited to the reduction or elimination of the charge or charges billed to the Exhibitor for that portion of the goods, services or work that was nonconforming.

(b) Limitation on Consequential Damages. In no event shall Hargrove be liable to the Exhibitor or to any other party for special, collateral, exemplary, indirect, incidental, consequential or punitive damages, whether in contract or in tort, even if Hargrove has been advised or has notice of the potentiality of such damages. Such excluded damages include, but are not limited to, lost profits, loss of use, and interruption of business or other consequential or indirect economic loss.

(c) Indemnification. Exhibitor hereby agrees that it shall indemnify, defend and hold harmless Hargrove and each of its affiliated entities, directors, members, managers, directors, officers, employees, agents, representatives, attorneys and consultants (collectively, "Hargrove Indemnitees") from and against any and all claims, demands, settlements, judgments, liabilities, obligations, losses, penalties, damages, charges, costs, expenses, attorneys' fees and court costs (collectively, "Losses"), including but not limited to Losses arising from property damage, personal injuries or death, which may be imposed upon, incurred by, or asserted against, the Hargrove Indemnitees in any matter arising out of or related to the Exhibitor's use of, or otherwise associated with, the Show premises and/or any of the services, materials, labor or goods rendered or provided by Hargrove in connection with the Show, as the case may be, even if such Losses were caused by the Hargrove Indemnitees' own negligence. Notwithstanding the terms of the preceding sentence to the contrary, the Exhibitor shall not be obligated to indemnify, defend or hold harmless the Hargrove Indemnitees: (i) to the extent such Losses are caused by the fraud, gross negligence or willful misconduct of the Hargrove Indemnitees; or (ii) from or against any of the Hargrove Indemnitees' lost profits or indirect, special, consequential, exemplary or punitive damages.

(d) Waiver and Release. As consideration for the various services rendered by Hargrove to the Exhibitor, whether directly or indirectly as the general services contractor for the Show, Exhibitor waives, releases, acquits and forever discharges the Hargrove Indemnitees from any and all liability whatsoever for any claims, damages, losses or injuries arising out of the matters for which Hargrove has disclaimed liability for under this Agreement.

EXHIBITOR TERMS AND CONDITIONS (cont.)

(e) DRIVER LIABILITY WAIVER. IN CONSIDERATION OF HARGROVE PERMITTING ENTRANCE TO THE SHOW PREMISES, THE EXHIBITOR AND ANY DRIVER ACTING ON BEHALF OF THE EXHIBITOR OR AT THE REQUEST OF THE EXHIBITOR, THE DRIVER'S EMPLOYER, THE OWNER OF THE TRUCK AND/OR EQUIPMENT THAT THE DRIVER IS OPERATING ("TRUCKOWNER"), AND ANY AGENT OF THE DRIVER'S EMPLOYER OR THE TRUCKOWNER, HEREBY ASSUME ALL RISK OF INJURY OR HARM TO THE DRIVER AND OTHERS AND DAMAGE TO THE DRIVER'S PROPERTY AND PROPERTY BELONGING TO THE DRIVER'S EMPLOYER OR OTHERS ARISING FROM THE DRIVER'S ACTIVITIES WHILE BEING PERMITTED TO ENTER THE PREMISES. THE DRIVER AGREES TO ENTER AT THE DRIVER'S OWN RISK. THE DRIVER HAS FULL KNOWLEDGE OF ANY RISK INVOLVED IN THIS ACTIVITY. THE DRIVER RECOGNIZES THE HAZARDS AND IS AWARE OF ALL THE RULES FOR SAFE OPERATION. THE EXHIBITOR, THE DRIVER, THE DRIVER'S EMPLOYER, THE TRUCKOWNER, AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, ASSIGNS, AFFILIATED COMPANIES AND RELATED ENTITIES, JOINTLY AND SEVERALLY, AGREE TO INDEMNIFY AND HOLD HARGROVE HARMLESS AGAINST ANY AND ALL LIABILITY, ACTIONS, CLAIMS, AND DAMAGES OF ANY KIND WHATSOEVER ARISING FROM THE DRIVER'S ACTIVITIES WHILE BEING PERMITTED TO ENTER THE PREMISE.

5. MISCELLANEOUS.

(a) Labor Under Supervision of Exhibitors. If the Exhibitor elects to secure labor directly from Hargrove to work under the Exhibitor's supervision, the Exhibitor shall be responsible for supervising such labor in a reasonable manner so as to prevent bodily injury and/or property damage and also to direct them to work in a manner that is in compliance with Federal, State, County and Local ordinances, rules and/or regulations, including but not limited to Show or Facility Management rules and/or regulations.

(b) Liability for Actions of Labor Secured From Hargrove. The Exhibitor acknowledges and agrees that, if the Exhibitor secures labor from a Hargrove employee to perform work for the Exhibitor (whether under the direction of Hargrove or the Exhibitor), such employee shall act on behalf of and as an agent for the Exhibitor at all times the employee is rendering services on behalf of the Exhibitor. Consistent with the foregoing, Hargrove shall have no liability for any damages caused by such employee while rendering services on behalf of the Exhibitor.

(c) Choice of Law/Consent to Jurisdiction. Any dispute arising under or related to this Agreement or the services rendered by Hargrove in connection with the Show, including but not limited to the construction of this Agreement, shall be governed by the laws of the State of Maryland, exclusive of conflicts of law principles. The Exhibitor agrees to the exclusive jurisdiction and venue of the state and federal courts located within the State of Maryland for the purposes of any suit related to such a dispute.

(d) Force Majeure. Hargrove shall not be deemed to be in breach of this Agreement or any other agreement with the Exhibitor to the extent that performance of Hargrove's obligations is prevented by an act of God, war, government regulations, terrorism, disasters, strikes, civil disorder, curtailment of transportation facilities, any emergency beyond Hargrove's control, or any other occurrence which would make it illegal or impossible for Hargrove to perform its obligations under this Agreement.

(e) Headings. The headings used throughout this agreement are inserted for convenience only and shall not be used to interpret or construe the meaning or terms of this Agreement.