



## Exhibitor Contract - Terms and Conditions

GENERAL - Exhibitor agrees to abide by all regulations and rules adopted by IT World Canada (Hereinafter referred to as "Management" or "ITWC") in the best interests of the show and agrees that LTI shall have the final decision with regard to adopting any rule or regulation deemed necessary or in the best interests of exhibitors, sponsors or the event in general. The Exhibitor agrees to be bound by and to comply with all provisions of any agreement (the "Building Agreement") entered into between ITWC and the owner or lessor of the building housing the Exhibit Space with regard to use of and access to and from the building and its common facilities. Management will inform the Exhibitor of the provisions of the Building Agreement to which they must comply.

LIABILITY RESTRICTIONS - ITWC reserves the right to change the dates of, or location at which, the event is to be held, and shall not be liable for damages or otherwise as a result of any such change, except as explicitly provided herein. ITWC shall provide exhibitor with five days written notice of any such change. In addition ITWC shall not be liable for damages or otherwise for failure to carry out the terms of this Agreement in whole or in part where caused directly or indirectly by or in consequence of fire, storm, flood, act of war, rebellion, insurrection, riot, civil disorder, strike or by any cause whatsoever beyond the control of Management whether similar to or dissimilar from the causes detailed herein. In the event that the exhibit space to be used by the Exhibitor should in any way be rendered unusable, the Exhibitor shall pay for such space only for the period during which it was or could have been used by the Exhibitor as determined within the sole discretion of management.

Except as exhibitor's rental obligation may be reduced in accordance with these terms, the Exhibitor shall be responsible for payment of the total exhibit space rental fee whether the Show is canceled, delayed, or relocated, in whole or part, in consequence of fire, storm, flood, act of war, rebellion, insurrection, riot, civil disorder, strike or by any cause whatsoever beyond the control of Management whether similar to or dissimilar from the causes enumerated herein. Exhibitor agrees to indemnify, defend and save harmless management, its officers, directors, employees and agents from and against any and all claims, demands, causes of action and costs, including legal fees, for damages of any kind whatsoever including, without limitation, any action of any nature of Management, including Management's failure to hold the exposition as scheduled and/or direct damages to property and injury or death to persons, caused by, arising from, incidental to or connected with Exhibitor's occupancy or use of the Space or by any act or omission on the part of Exhibitor, its employees, agents, contractors, subcontractors or invitees which may cause or result in any such damage, injury or death.

PAYMENT TERMS - "Early booking" deposit plan available only *before* Oct. 1, 2006 - 10% due Jan 1<sup>st</sup> 2007, an additional 40% is due April 1<sup>st</sup> 2007, and the remaining 50% is due July 1<sup>st</sup>, 2007. - Applications made prior to June 30, 2007 must be accompanied by 50% payment of the total cost of the exhibit space rental including any additional fees for sponsorship programs, 100% of the balance owing including applicable taxes is due July 31, 2007. Applications submitted after June 30, 2007 must be accompanied by **payment in full**. All payment amounts may be paid by cheque or by Credit Card. Please note that credit card payments are subject to a 4% service fee. While payments may be deposited for security when received, the application is not deemed accepted until after the agreement is signed by Management and a copy is returned to the Exhibitor. Should the application be rejected by Management, all payments made will be reimbursed in full, except where Exhibitor is in default as outlined under "DEFAULT CONDITIONS". All Exhibit Fees are subject to GST (Goods and Services Tax) which will be billed in addition to the rates quoted. Non-Canadian companies are GST exempt. If the total cost of the booth space is not paid in full by August 15, 2007, Management has the right to terminate this contract under the conditions outlined under the heading "CANCELLATION CONDITIONS".

Exhibit space must be paid in full prior to the show.

PERMITS, TAXES & LICENCES - Exhibitor shall be responsible for obtaining any licenses, permits or approvals required under local or provincial law applicable to their activity at the event. Exhibitor shall be responsible for obtaining any tax identification numbers and for paying all taxes, license fees or other charges that shall become due to any governmental authority in connection with their activities at the event.

DEFAULT CONDITIONS - Exhibitor irrevocably authorizes Management, at Management's sole discretion and with 30 days written notice to the Exhibitor, as agent for the Exhibitor, to apply part or all of any funds received by Management under this contract to the payment or payments due on any other contract, whether oral or written, now or hereafter existing between Exhibitor and ITWC including but not limited to contracts for exhibit space, advertising space or direct marketing services. Although Management and Exhibitor each do business in various provincial jurisdictions, this contract shall be governed, construed and enforced in accordance with the laws of the province of Ontario and in its courts. In the event that it shall be necessary for Management to bring suit to enforce any of its rights hereunder, Management shall be entitled to recover all costs of such suits including reasonable legal fees.

CANCELLATION CONDITIONS - This contract may be canceled by either party provided written notice is given to the other by courier or Registered Mail at the respective address specified below: 55 Town Centre Court, Suite 302 Scarborough, ON M1P 4X4

Either Management or Exhibitor may give written notice of any change in address and thereafter the new address is deemed to be the address of that party for giving the notice.

**If this contract is canceled at least six (6) months prior to the first day of the show, all moneys paid by the Exhibitor will be refunded without interest.**

If this contract is canceled between 180 days and 91 days prior to the first day of the show, then the Exhibitor shall be liable for two thirds of the total contracted exhibit space costs. If this contract is canceled within 90 days prior to the first day of the show, the Exhibitor will be liable for the full amount of the total contracted Exhibit Space costs. Exhibitor agrees that any termination of this contract will result in Exhibitor forfeiting all rights or claims to the use or occupancy of the allocated space and Management shall be free to rent it to others. Any amount retained by Management or payable by Exhibitor upon termination of this contract shall be retained or collected, as the case may be, as liquidated damages. These cancellation conditions will also apply in the case of booth space reduction. Exhibitor will be deemed to be in Default, if and whenever the Exhibitor:

- fails to perform any material condition of this contract;
- refuses to abide by the show rules and regulations;
- fails to install his product in exhibit space within the times set for opening exhibits;
- fails to pay any amount of the contract price for exhibit space on dates specified;
- becomes bankrupt or insolvent or takes the benefit of any act now or hereafter in force for bankrupt or insolvent debtors or files any proposal or makes an assignment for the benefit of creditors or any arrangement or compromise;
- is appointed a receiver/manager for the Exhibitor's property;

- has any steps taken or any action or proceedings instituted by the Exhibitor or by any other party to dissolve, wind up or liquidate Exhibitor or its assets, then Management, in addition to any other rights or remedies available to it, has the immediate right to repossess the Space and expel all persons and remove all property from the Space. In addition, Management shall have the right to rent the space to others and any amount or amounts paid by Exhibitor to Management as part of the contract price for the Space may be retained by Management as liquidated damages.

INSURANCE AND EVENT SECURITY - Management will provide security guard services during the hours the exhibit area is closed. However, all property of Exhibitor is understood to remain under Exhibitor's custody and control, in transit to, from or within the confines of the exhibit hall, subject to the rules and regulations of the exhibition. Management accepts no responsibility with respect to theft or damage, however caused. Exhibitor shall, during the currency of this contract including, without limitation, throughout the period that Exhibitor occupies the Space, at its sole cost and expense, take out and keep in full force and effect the following insurance:

"All Risks" insurance for the full replacement cost, insuring all property owned by Exhibitor, or for which Exhibitor is legally liable or installed by or on behalf of Exhibitor and located within the Show Building. Such policy of insurance shall contain a waiver of any subrogation rights which Exhibitor's insurers may have against Management, the owners of the Show Building or those for whom they are in law responsible, whether the damage is caused or contributed to by their act, omission or negligence;

ASSIGNMENT OF SPACE - Exhibit space assignments will be made by Management in keeping, where possible, with the preferences and priorities indicated by the Exhibitor. However, Management reserves the right to alter the assignment of space to be occupied by the Exhibitor in order to create an effective exposition.

EXHIBIT SPACE BASIC SETUP - Management will provide all booths for all exhibitors.

EXHIBIT CONSTRUCTION AND SAFETY - Exhibitor accepts responsibility for all personal injury or property damage within Management's booth. Exhibitor hereby agrees to indemnify an hold harmless Management, the owner and manager of the exhibition facility, and others lawfully on the exhibit floor, from and against any claim, loss, liability or damage suffered in Management's booth. All electrical equipment or apparatus used in, or exhibited for sale in Canada, must be approved prior to the Show by Hydro authorities in the province where the Show takes place unless the aforesaid has been given C.S.A. (Canadian Standards Association) certification. The Exhibitor agrees to abide by any decision made by the Hydro authority in the event of any dispute. Management reserves the right to require the Exhibitor to remove from the Show any such equipment or apparatus that has not been approved.

RESTRICTIONS ON EXHIBIT USE - Management reserves the right to reject, prohibit, alter or remove exhibits or any part thereof, including printed materials, products, signs, lights or sound, and to expel Exhibitors or their personnel if, in Management's opinion, their conduct or presentation is objectionable to other show participants. Presentations and sales activities: Exhibitor agrees to confine all demonstrations and other sales activities to the limits of the contracted exhibit space and within the maximum height set by the Show rules and regulations. Distribution of any material including samples, souvenirs, publications etc., is likewise limited to said exhibit space confines. Storage crates: Exhibitor will not be permitted to store packing crates and containers in its exhibit space during the period of the show. Properly marked packing materials will be stored and returned to the booth by service contractors. It is the Exhibitor's responsibility to mark and identify crates. Alcoholic beverages: Alcoholic beverages in the exhibition area are prohibited. Signs & illumination: Signs involving the use of neon or similar gases are prohibited. Electric flashing signs must be low intensity and require management's prior approval of the specifications of their use. Should the wording on any sign in the Exhibitor's booth be deemed by Management to be contrary to the best interest of the show, Exhibitor agrees to make such changes in wording as may be requested by Management. Booth Personnel: Exhibitor agrees to maintain a staff in his exhibit space during show hours.

Sound: Amplifiers and other sound generating equipment must be operated at levels that do not interfere with other exhibitors nor add unduly to the general acoustic discomfort. Noise and odours: No excessive noise, objectionable odours or obstruction work will be permitted. Lotteries and contests: The use of games of chance, lottery devices, musical instruments and other sideshow practices is permitted only with written permission of Management. Subletting: Except in certain limited circumstances involving parent companies and their wholly-owned subsidiaries and when approved by Management in advance, Exhibitor agrees not to assign, sublet, share or apportion its assigned exhibit space. No firm or organization not formally assigned exhibit space will be allowed to solicit business within the exhibit area.

INSTALLATION AND DISMANTLING OF EXHIBITS - The exhibitor agrees to observe all union contracts and labour regulations in force, agreements between Management and official contractors serving companies and the building in which the Show will take place, according to the labour laws of the jurisdiction in which the building is located. The Exhibitor agrees to remove his exhibit, equipment and appurtenances from the Show building by the date advised by Management prior to the Show. In the event of failure to do so, the Exhibitor agrees to reimburse Management for such additional rental as may be levied by the building owners for any period beyond such date during which the Exhibitor's material remains in the said building. Management may, at its own option, remove the exhibit equipment and appurtenances, charge the cost of removal to the Exhibitor. The Exhibitor also agrees that no display may be dismantled or goods removed during the entire run of the Show but must remain intact until the official close of the last day of the show.

EXHIBIT HALL & EQUIPMENT - Exhibitor is liable for any damage it caused to building, floors, walls, columns, and to standard booth equipment. Application of labels, tape, paint, lacquer, adhesives or other coatings to building columns, floors and walls or to standard booth equipment is strictly prohibited. Under no circumstances may the weight of any equipment or exhibit material exceed the exhibit hall's maximum floor load. Exhibitor accepts full and sole responsibility for any injury or damage to persons or property resulting from failure, knowingly or otherwise to distribute the load of his exhibit material to conform to maximum floor loading specifications.

SHIPPING REGULATIONS - All goods shipped to the show must be clearly marked with the name of the Exhibitor and Exhibitor Booth Number. Management will not accept delivery of items shipped to the Show with shipping charges to be paid (C.O.D.). Management assumes no responsibility for loss or damage to goods of Exhibitor before, during or after the Show.