

**EXHIBIT SPACE TERMS AND CONDITIONS**  
**ABC KIDS EXPO**  
**ALL BABY & CHILD CORPORATION**

The following terms and conditions ("Terms and Conditions") shall govern the use of exhibit space at the ABC Kids Expo, to be held in Las Vegas, NV. They are incorporated by reference into the Application for exhibit space as if fully set forth. By signing below, you ("Exhibitor" or "you") agree to follow the Terms and Conditions set forth in this document.

**1. Exhibit and Display Space:** All Baby & Child Corporation ("ABC") shall, at its sole discretion, assign all booth space locations using a variety of predetermined factors. Booth space locations may be changed at any time by show management. Prior participation at ABC Kids Expo shows is not a factor considered in booth placement, and ABC does not use a point system in the booth assignment process. ABC reserves the right to change the floor plan (including, but not limited to, aisle space and booth assignments), in its sole discretion, without notice, to provide a more satisfactory, attractive, and successful exposition or to meet fire marshal requirements. Each exhibitor space includes pipe, drape, and carpet. Exhibitor may supply its own tables or display cases provided that all items can fit completely within its designated space and comply with all "line of sight" guidelines, as provided in these Terms and Conditions. Exhibitors are prohibited from displaying any objects or stacking any items in a manner that would present a danger to other people. Determination of exhibit safety shall be at the sole discretion of ABC.

**2. Authorized Signature & Payments Required:** All registrations shall be processed upon receipt of required documentation. Final payment is due credit card, ACH Transfer, or wired funds only. Booth assignments shall not be made without ABC's receipt of the required payment. ABC reserves the right to reject any application for any reason and reserves the right to amend (i.e., increase or decrease) rates and booth space specifications at any time. All monies paid are non-transferable and non-refundable. All monies paid for advertising or sponsorships are non-transferable and non-refundable. The cost of booth space is non-negotiable, and Exhibitor acknowledges and agrees by signing these Terms and Conditions that it shall be responsible for the payment of any balance due. Access to exhibit and display space shall be contingent upon the signing of these Terms and Conditions and their acceptance by ABC, along with payment of all applicable fees.

**3. Distributors:** Distributors are defined as a company in the business of selling products for which they are not the manufacturer. Distributors acting as exhibitors are entitled to display within their designated space brands for which they have signed and executed distributor agreements. Distributors may register supplemental listings only for brands that will be shown within the allocated booth space.

**4. Rules and Regulations:** Exhibitor shall observe and abide by these Terms and Conditions and such other rules and regulations as Owner may adopt from time to time and of which Exhibitor has notice, including, without limitation, the ABC Guidelines for Display Rules and Regulations. All booths must be completely setup during designated setup times prior to the show. Booth setup may not be conducted once the show has

commenced. Exhibitor assumes responsibility for compliance with all pertinent ordinances, regulations, and codes of duly authorized local, state and federal governing authorities. Exhibitors escorted out of the exhibit halls due to violation of this provision shall be considered to have forfeited all monies paid to ABC in connection with the ABC Kids Expo.

**5. Use, Signs and Advertising:** Exhibitor and its representatives may not exhibit, solicit business, or perform demonstrations outside of their own designated booth space, including but not limited to exhibit hall aisles, foyer or concourse areas, other exhibitors' booth locations, Convention Center restaurants, hotels, and public areas inside or on the grounds of the Convention Center. Exhibitors shall ensure that all exhibits, displays, and signage are professional in appearance and appropriate in content. No signs may be displayed on persons or otherwise outside the exhibit space. Distribution by Exhibitor of any printed matter, samples, or other articles shall be restricted to the exhibit space. ABC may remove any person during the show who ABC believes is disrupting or obstructing proper operation and management of the show.

**6. Exhibit Requirements:** By registering for exhibit space at the ABC Kids Expo, Exhibitor agrees to comply with the ABC Guidelines for Display Rules and Regulations governing booth exhibit fixtures, materials, and products contained within its assigned booth space as set forth in the International Association of Exhibitions and Events guidelines (IAEE) and by ABC show management. Exhibitors will follow all instructions of ABC personnel. Violation of this policy shall result in immediate loss of booth space at the show and forfeiture of all monies paid for said booth space, as well as appropriate damages to ABC Kids Expo and other exhibitors.

**7. Assignment/Subletting:** Assignment, subletting, leasing, or transfer of exhibitor space by Exhibitor is prohibited. Exhibitor shall not exhibit or permit to be exhibited in the exhibit space allotted to it, any merchandise other than that specified in the application. ABC may assign or transfer all or part of its rights under these Terms and Conditions.

**8. Directory:** ABC Kids Expo shall list exhibitors' company information and booth space assignments on its website. ABC shall not be responsible for errors or omissions occurring in any printed materials or for unintentional failure to include an exhibiting company in these materials.

**9. Music:** Exhibitor is solely responsible for compliance with all copyright laws with respect to the performance of broadcast or live or recorded music during or in connection with the show.

**10. Removal of Merchandise:** Exhibitor is responsible for the removal of its entire display, including without limitations, walls, floors, and furniture during the designated dismantling hours as shall be determined by ABC. Exhibitor should make certain removal is completed by their employees or other authorized agents. ABC shall not be liable for unauthorized removal or theft of articles, merchandise, equipment, displays or other property. As such, Exhibitor is advised to stay at their booth until their products, fixtures and displays are removed. Merchandise left after the conclusion of the

dismantling hours is subject to disposal. ABC shall not be responsible for any damage or injury to disposed items. No merchandise may be removed during show hours, except as approved by show management. Exhibitor is advised to stay at their booth until their products, fixtures and displays are removed.

**11. Children:** Children under the age of 16 shall not be allowed admittance into show exhibit areas, meeting rooms, or foyer areas during the designated setup and teardown hours of the show. Please make sure that you have made proper arrangements for the care of your children during these designated times.

**12. Exhibitor Appointed Contractors:** Exhibitor expressly understands and agrees that if Exhibitor engages an exhibitor appointed contractor (EAC) to install, dismantle, and/or service any portion of Exhibitor's exhibit at the Show, then said EAC acts as an official representative or agent of Exhibitor. Exhibitor shall provide its EAC with all Show and facility rules and regulations, including build guidelines, and Exhibitor will ensure the EAC's compliance with same. Exhibitor shall be responsible for ensuring that its EAC maintains all required insurance, and provides Owner, or any party requested by Owner, with the necessary Certificate of Liability Insurance within the time period specified by Owner, at its sole discretion. Exhibitor hereby expressly understands and agrees that Exhibitor is ultimately responsible for the actions of the EAC and for the financial obligations incurred by the EAC with respect to the Show cycle that is the subject of this Agreement.

**13. Liability & Workers Comp Insurance:** Exhibitor and its contractor(s) shall maintain Comprehensive General Liability Insurance and Personal Injury Coverage at their sole cost and expense for all its activities at the show and shall have All Baby & Child Corporation and any party designated by All Baby & Child Corporation named as additional insureds on all such policies. General Liability Insurance Coverage must be, at a minimum, one million dollars (\$1,000,000) per occurrence two million dollars aggregate (\$2,000,000).

**a.** Please do not include automotive insurance unless you are planning to have an automobile as part of your booth exhibit.

**b.** Exhibitor and its contractor(s) shall also maintain, at their sole cost and expense, Workers Compensation Insurance for employees participating in the show, as required by law.

Evidence of insurance coverage in the form of a valid Certificate of Insurance specifying the limits of liability will be provided to ABC Kids Expo or can be purchased through RainProtection.

**14. Limitations of Liability:** Under no circumstances is ABC or the Exhibition Venue (the "Exhibition Providers") liable for lost profits or other indirect, incidental, consequential, or exemplary damages for any of their acts or omissions in connection with the ABC Kids Expo whether or not such Exhibition Provider has been apprised of the possibility of such damages or lost profits. In no event will ABC's liability hereunder, or otherwise in connection with the ABC Kids Expo, exceed the amount actually paid to it by Exhibitor for the Space. None of the Exhibition Providers or ABC are liable to

Exhibitor for any damage, loss, harm, or injury to the person, property or business of Exhibitor, or any of its visitors, officers, agents, employees, or other representatives, resulting from theft, fire, earthquake, water, unavailability of the venue or intermediate staging facilities, insufficient participation, accident or any other reason in connection with the ABC Kids Expo or any planning meetings, demonstrations, or staging's, except to the extent such liability arises directly from the willful misconduct of the Exhibition Provider against whom liability is sought to be assessed.

**15. Liabilities and Indemnity:** Exhibitor agrees to indemnify, defend, protect, and hold harmless ABC and any of its members, agents, directors, employees, contractors, and other representatives (each, an "ABC Party," and collectively, the "ABC Parties") from and against, and the same are hereby released from accountability or liability for, any and all claims, causes of action, demands, lawsuits, liabilities (including strict liability), obligations, damages (including indirect, reliance, incidental, consequential, punitive, and exemplary damages), fines, judgments, costs (including settlement costs), losses, harm, lost profits, financial loss of any type or description, attorneys' fees, and expenses of whatever kind or nature (collectively, "Claims or Damages") for injuries to the person (including death) or any property of Exhibitor or any of its officers, agents, employees, contractors or other representatives, or other exhibitors, which may be caused by, result from, or arise out of (directly or indirectly) theft, fire, water, accident, vandalism, acts of terrorism or any other cause, including any action or failure of Exhibitor or any of its officers, agents, employees, invitees, contractors, or other representatives, or other exhibitors. Exhibitor further agrees to indemnify, defend, protect and hold harmless the ABC Parties from and against, and the same are hereby released from accountability or liability for, any and all Claims or Defenses asserted by any person which may be caused by, result from, or arise out of, directly or indirectly any of the following: (a) Exhibitor's performance of, or failure to comply with, these Terms and Conditions or any other terms and conditions or agreements in connection with ABC Kids Expo; (b) the services performed or actions taken by Exhibitor in connection with ABC Kids Expo; (c) promotions contemplated or provided by Exhibitor in connection with ABC Kids Expo; (d) the distribution or display of any Exhibitor's samples, products, or material; (e) Exhibitor's unauthorized use, misuse, infringement or dilution of any third party's trademarks, intellectual property, or copyrights; (f) Exhibitor's failure to comply with any applicable federal, state or local law that may affect Exhibitor's obligations under these Terms and Conditions; (g) defects in the design, assembly, or manufacture of any product provided by Exhibitor; (h) the negligent acts or omissions, or intentional conduct, of Exhibitor or any other exhibitor; (i) termination of Exhibitor's rights to participate in the current or any future ABC Kids Expo for any reasons specified herein; (j) any time delays or Convention Center service inadequacies; (k) any use of, or inadequacy, deficiency, or defect in the facilities, exhibit space, structures, booths, security, fixtures or equipment provided by any ABC Party, Convention Center, or Exhibitor in connection with ABC Kids Expo. Exhibitor expressly waives and releases any Claims or Damages (including any Claims or Damages relating to loss of, damage to, or destruction of goods or Exhibitor's property, or any injury that may occur to Exhibitor or its employees, or any damage of any character or nature whatsoever) it may have against the ABC Parties, except where

the damage or loss is due to the gross negligence or willful misconduct of ABC. It is expressly understood and agreed, and Exhibitor agrees by accepting these Terms and Conditions, that Exhibitor shall make no claim of any kind against any ABC Party for any Claims or Damages (including any Claims or Damages relating to loss of, damage to, theft or destruction of goods of Exhibitor's property, or any injury that may occur to Exhibitor or its employees, or any damage of any character or nature whatsoever) occurring in relation to or in connection with ABC Kids Expo, except where the damage or loss is due to the gross negligence or willful misconduct of ABC.

**16. Hold Harmless Clause:** "The exhibitor assumes the entire responsibility and liability for losses, damages, and claims arising out of exhibitor's activities on Hotel premises and will indemnify, defend, and hold harmless Hotel, its owner, and its management company, as well as their respective agents, servants, and employees from any and all such losses, damages, and claims." Hotel will not be responsible or liable for any loss, damage or claims arising out of exhibitor's activities on Hotel's premises except for any claims, loss, or damages arising directly from Hotel's willful actions or negligence. Group will be responsible to negotiate the Exhibitor's Contract with its exhibitors.

**17. Cancellation Policies:** Exhibit space costs must be paid in full in accordance with the specified payment deadlines. ABC may cancel this contract without refund to Exhibitor and may re-assign any exhibit space upon failure of Exhibitor to make payments as required hereby, to abide by the Terms and Conditions or other rules and regulations as provided, or to claim its assigned exhibit space prior to the opening of the show. If the show or any part thereof is prevented from being held, is canceled by ABC, or the exhibit space applied for herein becomes unavailable because of war, fire, strike, government regulations, facility construction, public catastrophe, acts of God, acts of terrorism, the public enemy or any other cause, ABC shall determine and refund to exhibitors their proportionate share of the balance of the aggregate exhibit fee received, if any, which remains after deducting expenses incurred by ABC, but in no case shall the amount of refund to any one exhibitor exceed the amount of the exhibit fee paid. Cancellation of this contract by Exhibitor shall not result in a refund, credit, or transfer of exhibit space.

**18. Waiver:** Exhibitor acknowledges that the Exhibition may be recorded and reproduced in any form (including but not limited to digital formats), and hereby authorizes ABC and its designees to record, transcribe, modify, reproduce, publicly perform, display, distribute, redistribute, and transmit in any form and for any reasonable purpose any such recording of the Exhibition and agrees to execute an additional release presented by ABC, its licensees in connection with such activity or to give effect to the provision. Exhibitor agrees that ABC may, and hereby irrevocably grants to ABC the right to, use and publish Exhibitor's name as part of any full or partial list or compilation of Exhibition participants. Exhibitor hereby releases ABC and its designees from and waives all claims it or its employees or agents may possess, now or in the future, in connection with all activities contemplated by this paragraph, and waives any statutory restriction on waivers of future claims or moral rights. ABC and its directors and officers make no warranties or guarantees regarding the amount or level of attendees that may or may not visit the show and, specifically, your booth. ABC shall always have sole control over admission policies. The use of all facilities and

participation in all activities related to and in connection with the show shall be undertaken and performed by Exhibitor at its sole risk. ABC and all persons, firms and entities related to ABC Kids Expo, including without limitation the members, owners, officers, directors, producers, contractors, promoters, sponsors, and other duly authorized agents related to the show shall not be liable in any manner for any injuries, property damage (including without limitations lost or stolen property) or death to the exhibitor.

**19. Controlling Law; Venue:** These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Nebraska. In the event of any dispute, the venue of any action shall be in Lancaster County, Nebraska, and parties submit to the jurisdiction of any such court. If legal action is required to enforce these Terms and Conditions, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs. Any disputes arising out of or relating to this Agreement shall be subject to Arbitration in Lancaster County, Nebraska, pursuant to the Commercial Arbitration Rules of the American Arbitration Association, then in effect, except that there shall be a single Arbitrator, and judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof.

**20. Entire Agreement:** This document embodies the entire agreement between the parties and may not be amended, modified, altered, or changed in any respect whatsoever except by writing duly executed by the parties hereto. Each party represents and warrants the other that it has all corporate or entity approvals necessary to enter into this agreement. Neither party may assign or transfer its rights or duties under this agreement without the prior written consent of the other party, which consent may be withheld at such other party's sole discretion. The waiver by either party of a breach of any provision of this agreement by the other shall not operate or be construed as waiver of any subsequent breach by the party.

**21. Authorized Signature:** The person executing this agreement has read and agrees on behalf of the individual or entity for which it is executed, to be bound by the terms and conditions of the contract, incorporated herein by reference, further warrants that he or she has authority to execute this agreement by electronic signature and full authority to act for the individual or entity entering into this agreement.