



PLEASE READ CAREFULLY

The following Terms and Conditions (herein referred to as "Rules and Regulations"), together with the documents which incorporates or is electronically linked to these Rules and Regulations, forms the contract between, WVC Inc. a Nevada nonprofit corporation d/b/a Viticus Group ("Viticus Group"), and Exhibitor. The party to the Agreement which is not Viticus Group is referred to in these Rules and Regulations as "Exhibitor." These Rules and Regulations may be incorporated by reference into any other agreements between you and Viticus Group. Each of such agreement entered into by Exhibitor, which references being subject to these Rules and Regulations, is referred to in these Rules and Regulations as an "Agreement" and collectively all of such agreements entered into by you are referred to as "Agreements." These Rules and Regulations govern all WVC Conference related Agreements entered into by you.

By signing the 2026 Rules and Regulation (herein referred to as "Agreement") each prospective Exhibitor agrees that it is bound by, and will comply with, these Rules and Regulations. Viticus Group has full and final authority to interpret, amend, or supplement these Rules and Regulations.

DEFINITIONS

WVC dba Viticus Group and its officers, directors, members, agents, affiliates, representatives, employees, successors and assigns is hereinafter referred to as "WVC" or "Viticus Group," unless the context requires otherwise. "Exhibitor" or "Sponsor" means the applicant identified on the Agreement for Exhibit Space and its officers, directors, members, agents, affiliates, representatives, employees, successors and assigns. WVC dba Viticus Group 2026 Conference & Exhibition is herein after referred to as the "Conference." Viticus Group and Exhibitor are collectively referred to in this Agreement as the "Parties" and "Party" in the singular.

The term "Convention Center" means the specific exhibit halls, meeting rooms, and function space, lobbies, foyers, parking lots, airspace and grounds, as well as any other facilities to be used as the site of the Conference, of the specific conference venue, arena, or facility designated in the Exhibitor's Conference Agreement, along with the corresponding dates and times indicated therein, as applicable to the event(s) for which the exhibitor is registering.

"Exhibit Hall" means the portion of the Convention Center to be used for the tradeshow/exposition portion of Conference (the "Exhibition"). "Facility Management" means the owner or manager of the Convention Center and the management of any of other facilities used for the Conference. "Exhibit Booth" or "Exhibit Space" mean the exhibit or display space assigned to Exhibitor by Viticus Group. "Exhibit Space Fee" means the required Exhibit Space Fee, including all deposits and other fees to be paid to Viticus Group for Exhibitors' Exhibit Space. "Exhibit" collectively means any or all of Exhibitor's materials, goods, products, equipment or belongings displayed, showcased or used within Exhibitor's Exhibit Space. "Conference dates" mean the dates over which the Conference is conducted including move-in, show days and move-out days at the Convention Center. "Exhibition Hours" means the hours that the Exhibition (i.e., tradeshow/exposition portion of Conference) in open to Conference participants.

EXHIBITOR PRIORITY POINT RANKING INDEX

Initial booth space is assigned to all WVC exhibitors based on Exhibitor Priority Points. These points are updated annually according to the following criteria:

- One (1) point per every 100 sq. ft. of booth space.
- Three (3) points for each consecutive year of exhibition. If a company declines participation for an event, these points (only) will reset to zero.
- Two (2) points per \$500 in sponsorship spent at the conference and the campuses.
- One (1) point for Hands-on Laboratory supplies only.
- Two (2) points for Hands-on Laboratory equipment and personnel.
- Three (3) points for extensive Hands-on Laboratory personnel and equipment.
- Miscellaneous opportunities throughout the year.

Exhibiting companies who have merged with, have been purchased by, or have purchased another company, may use the Exhibitor's exhibiting history at the upcoming WVC Annual Conference Exhibiting company is registered for, from either company, whichever is more favorable, but not the combined exhibiting history of both companies.

EXHIBIT SPACE ASSIGNMENT (BOOTH ASSIGNMENT)

If your company exhibited at the WVC during the most recent annual conference, you will receive information on booth selection after the event regarding the booth selection process for the following year's conference. If you did not exhibit during the most recent annual conference, please apply online at viticusgroup.org with information on the products and or services you want to promote during the conference for approval to participate.

Full payment for the booth Exhibit Space is due 45 days after invoicing. Exhibit Spaces booked within 45 days of the Event start date must be paid in full prior to the first day of the Event. Exhibit Spaces not paid for after 45 days or by the Event start date for bookings made less than 45 days before the event will be released for reassignment to another company.

All Exhibit Space is assigned specifically to one company of record. Exhibitors may not share, transfer, or sublet Exhibit Space.

Exhibitors may not advertise or display goods in their Exhibit Space other than those they manufacture or sell during their regular course of business.

Specifically, Exhibitors may not permit any other party to exhibit in their Exhibit Space or display or exhibit any goods and services other than those manufactured or distributed by the Exhibitor. Any exhibitor violating Exhibit Booth rules will immediately be removed from the Conference and the Convention Center premises.

Exhibitors are entitled to a listing in official Conference material, provided the information is received before the deadline to be included. The listing will be either the Exhibitor of record or its legal D.B.A. (Doing Business As) submitted by the Exhibitor signing the Agreement for Exhibit Space. No entity other than Exhibitor or its legal D.B.A. will be granted a listing in official Conference material.

The Exhibitor of record may not feature names or advertisements of non-exhibiting manufacturers, distributors or agents. Viticus Group will not be

liable for any errors or omissions in the Conference Directory, participant lists, websites, or in any promotional materials for the Conference. Viticus Group reserves the right of final approval as to which publications Exhibitor is allowed to display within its Exhibit Space.

Viticus Group reserves the right to require Exhibitor to submit, with this Agreement or thereafter, a comprehensive description of the nature of its business and/ or photographs, samples or drawings of the product(s) or services Exhibitor intends to exhibit, display, advertise or promote at the Conference.

Restrictions on Assignment and Subleasing Exhibit Space: Exhibitor cannot sell, assign, transfer, or convey this Agreement, or assign, share, sublet its Exhibit Space, or any part thereof, without the prior written approval of Viticus Group, which approval may be withheld in Viticus Group's sole discretion.

CANCELLATION OR REDUCTION OF EXHIBIT SPACE BY EXHIBITOR

All cancellations must be requested, in writing or via email, to:

Mr. Joel Altman | Viticus Group

mail: 2425 E Oquendo, Las Vegas, NV 89120 | email: JoelA@ViticusGroup.org

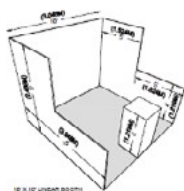
Cancellation and/or Exhibit Space reduction requests MUST be submitted in writing or via email and received no later than 110 days prior to the first day of the Convention. Exhibitor will be issued a refund minus a processing fee of 50% of Exhibit Booth price in the event of cancellation or a reduction the size of the Exhibit Booth. Any requests received within 110 days of the Convention's start date will not be eligible for a refund. Upon notice of such cancellation, withdrawal from the Convention or reduction in Exhibit Space or Meeting Space, Exhibitor shall lose all rights to the assigned Exhibit Space, and Viticus Group, in its sole discretion, may reassign the released Exhibit Space or Meeting Space to another party. Exhibitor will remain obligated to pay Viticus Group all amounts due for any Exhibit Space booth packages originally ordered by Exhibitor prior to cancellation or reduction in Exhibit Booth size. No cancellation or reduction in Exhibit Space shall be acknowledged unless received in writing by Viticus Group. Exhibit Space cancellation or reduction notifications must be provided to Viticus Group by email. The date upon which the notice of cancellation or reduction notice is received by Viticus Group shall apply as the official date of cancellation or reduction of Exhibit Space. Exhibitor's right to obtain and use complimentary Exhibitor personnel and complimentary badges shall immediately be revoked and forfeited if Exhibitor cancels its Exhibit Space or fails to meet its obligations under this Agreement. Exhibitor will be responsible for the appropriate payment amount upon cancellation prior to future participation.

Exhibitor acknowledges that the damages suffered by Viticus Group from cancellation, withdrawal or reduction in Exhibit Space described in the preceding paragraph will be substantial and that the parties may not be capable of determining the extent of such damages with mathematical precision. For that reason, the amounts stated above for liquidated and agreed upon damages have been incorporated into this Agreement and agreed upon by the parties as a valid and reasonable pre-estimate of such damages and not as a penalty.)

CONFERENCE-RELATED COMMERCIAL MESSAGES

To the extent Exhibitor provides any information to Viticus Group, including contact information and other personally identifiable information, Exhibitor hereby grants to Viticus Group the right to use or release such information for all lawful Viticus Group and Conference related business purposes, including confirming Conference exhibition and registration information and providing Exhibitor related information to third parties retained or contracted by Viticus Group to provide services required or requested for the Conference. Exhibitor acknowledges that information provided to Viticus Group, such as Exhibitor's information regarding name, address, phone numbers, e-mail and website addresses, number and location of exhibit booth space and names and number of Exhibitor personnel, will be treated as public domain information and may be available on the Conference website and/or in materials provided to Conference participants.

EXHIBIT BOOTH HEIGHT & SETBACK



- Islands: Twenty-four-foot (24 ft.) height limit for island displays, including any logo-bearing crowns.
- Lighting: Crowns may be illuminated.
- Inline Exhibit Booths: Ten-foot (10 ft.) Height limit for inline Exhibit Booths.
- Exhibit Booth setback: Viticus Group follows the policy of the International Association of Exhibitions & Events (IAEE) to help maintain unobstructed sight lines. All items 4' or higher must be "setback" 5' from the front of the Exhibit Booth.
- No hanging signs above inline booths.

BADGES

Four (4) complimentary badges will be provided for every 100 sq. ft. (10 x 10 ft.) of Exhibit Space purchased for commercial and nonprofit booths. Start-up booth will receive 2 badges per stall.

Additional Exhibitor Badges - Additional badges beyond contract allocations may be purchased. Badges will not be printed until payment is received.

Exhibitor Guest badges are available for purchase. The primary registrant must register his/her guest in person. An Exhibitor guest badge allows admission to the Exhibit Hall and evening Conference entertainment only. It does not provide admission or entrance to scientific sessions. Individuals wearing an Exhibitor guest badge are not permitted to work in the Exhibitor's Booth or solicit business inside the Exhibit Hall or elsewhere in the Convention Center.

Exhibitors must, at all times including but not limited to Exhibit installation and dismantle, wear a Viticus Group issued exhibitor badge to enter the Exhibit Hall. Due to security regulations, Exhibitors may be asked to present photo ID to receive badges.

DVM, VT, or CVPM EXHIBITORS

Veterinarians, Technicians, and CVPM Exhibitors are welcome to attend scientific sessions and obtain a CE certificate at no additional charge using their Exhibitor badge (excluding Hands-on Laboratories or any ticketed sessions).

Any Exhibitor that need CE will be required to request their need for a CE Badge on the Exhibitor Badge Portal. They will then be required to set up an account with a web user ID and Password.



For other questions, please contact Joel Altman toll-free at 866.800.7326. Please note CE requirements vary by state and should be confirmed with applicable veterinary state board(s). Again, there is no additional charge from Viticus Group to obtain a CE certificate.

BOOTH PERSONNEL

- Exhibitor shall reflect their company's highest standard of professionalism while maintaining their Exhibit during the Exhibit Hall Hours. One or more persons should remain in their Exhibit Booth at all times during Exhibit Hall Hours.
- No one under 18 years of age may be present during Exhibit Booth installation or dismantling periods.
- All Exhibits must remain fully assembled, installed and operational until the Exhibition has officially ended. Exhibitors who dismantle or move out their Exhibit Booth before 2:00 pm on the last date of the Conference, will not be offered an opportunity to Exhibit or otherwise participate in the following year's Conference.
- Guests, non-exhibitors, or non-badged personnel are not permitted to serve as "Exhibit Booth sitters."

USE OF EXHIBIT BOOTH

- No pamphlets, coupons, samples, signs or promotional personnel are permitted outside the assigned Exhibit Space perimeter. This includes designated Exhibit Hall Aisles, Food and Beverage Tables, Scientific Session Areas or any other places in the Hotel and or Convention Center outside of your Exhibitor Space or area approved by Viticus Group.
- Literature that is distributed outside of the Exhibit Booth will be considered an infringement on Conference and Convention Center aesthetics and the rights of other Exhibitors. Any such materials will be confiscated and discarded immediately without notification. Viticus Group must approve the distribution of any and all promotional materials intended for distribution in the guest rooms and lobbies of the official Conference hotels. Distribution, even if authorized by Viticus Group, may still be subject to individual host hotel's restrictions and policies.
- All Exhibit related and commercial activity must be confined within Exhibitor's assigned Exhibit Space.
- Costumed personnel, models, employees and any other personnel hired by Exhibitor at the Convention must restrict their activities to the confines of Exhibitor's Exhibit Space.
- No bicycles, skateboards, roller blades/skates, pogo sticks or any other wheeled or non-wheeled device, excluding mobility aids as provided for under the Americans with Disabilities Act, will be permitted in the Exhibit Hall, in the public/lobby areas or any other areas of the Convention Center.
- Exhibitors may not attach or post display materials on any Convention Center surface or structure by any means of attachment or adhesion. Such displays will be removed without notification, and the Exhibitor will be responsible for all costs of cleanup and repair.
- Exhibit Booths adjacent to Exhibit Hall support columns may not be used to expand an exhibitor's Exhibit Booth size.
- For any other rules regarding the Exhibit Hall or Convention Space, please refer to the Convention Center Meeting Planners Guide, which can be found on the Viticus Group Exhibitor webpage.
- Be respectful of the other booths around you doing business.

PRIVATE EVENTS, MEETINGS, AND HOSPITALITY FUNCTIONS

- Conducting private or corporate events or activities with Conference participants during the conference hours is strictly prohibited. Viticus Group reserves the right to control all group activities sponsored by Exhibitors during the overall Conference dates, whether they are to be held inside or outside the Convention Center. Requests for private or corporate meeting space during Conference dates must be referred to Viticus Group. Exhibitor agrees not to conduct or schedule tours, activities, meetings, hospitality functions, or other private events or activities inside or outside of the Convention Center during the official Conference hours without Viticus Group's prior written approval.
- Exhibitors who violate this section may be subject to Exhibit Booth cancellation and removal from the Conference and the Convention Center premises. Failure to seek the necessary approval from Viticus Group for such activities or in the event of a violation, any monies theretofore paid by Exhibitor to Viticus Group or its agents whether for the Exhibit Space or as otherwise related to the Conference may be retained by Viticus Group without liability and recourse by Exhibitor. Additionally, Exhibitor may lose the right to exhibit or participate in future WVC Conferences.
- Without limiting the generality of the foregoing, hospitality or business suites, guestrooms or suites, meeting rooms, or public space shall not contain any Exhibitor equipment or materials.
- For more information or to schedule your event, please get in touch with Viticus Group's Events Team by calling Jen Little, Conference Operations Manager, toll-free at 866.800.7326 or JenniferL@viticusgroup.org.

ANIMAL USE (INCLUDING USE OF ANIMAL TISSUES & PERSONAL PETS)

Product demonstrations, company mascots, and celebrity animals ARE permitted in the Exhibit Hall. Any Company that brings a live animal into exhibit hall must complete the "Animal Use Task" that can be found in the Exhibitor Portal.

Additional insurance may be required. Non-domesticated animals will be considered on an individual basis. To obtain approval for a non-domesticated animal, please contact Joel Altman at JoelA@ViticusGroup.org at least one month prior to the start of the Conference.

- Each animal must be reported to Viticus Group before the start of the Conference. Again, this is done by completing the "Animal Use Task" in your Exhibitor Portal.
- No dead animals, cadaver parts, biohazards, or live bacterial cultures are permitted.
- Live animals must be relevant to the products or services presented.

A separate certificate of insurance of \$1 million combined single limit bodily injury and broad form property damage coverage, including broad form contractual liability, naming Viticus Group, the Convention Center, its parent company, subsidiaries, and affiliates as additional insured, is required.



- Animals may not remain in the Convention Center overnight.
- Service animals are allowed.
- Personal pets are not permitted - NO exceptions.

AUDIO AMPLIFICATION

Audio amplification or machinery noise from Exhibit Booth activity must be limited to a reasonable level. Specifically, individual headphone service is suggested for conducting lectures or demonstrations within the Exhibit Space. We recommend the sound level to be lower than 80 decibels.

Demonstrations may not be directed to an audience gathered in the Exhibit Hall aisles.

Public announcements are prohibited during Exhibition Hours except those scheduled and approved by Show Management.

FLOOR COVERING

The Convention Center's Exhibit Hall floors are concrete. All Exhibit Spaces must have floor covering, with no cement showing. The exhibitor may supply the flooring, rent it from the Conference decorator (Fern), or have an Exhibitor-Appointed Contractor supply it. If flooring is not placed in the booth, carpet will be forced at the Exhibitor's expense.

BOOTH CLEANING

Viticus Group is responsible for Exhibit Hall aisle vacuuming and trash removal only. Exhibit Booth cleaning is NOT included in the Exhibit Space Fee. All Exhibit Space cleaning will be handled exclusively by the vendor appointed by the Convention Center. Vacuuming should be ordered from the Convention Center and scheduled after setup, in preparation for the opening day of the Exhibition, and as often as needed after that. Please reference the Fern Exhibitor Service Kit for more information.

SELF-SETUP OF EXHIBIT SPACE

Exhibitors seeking to install their Exhibit Booth must comply with all Rules and Regulations related to Exhibit Space installation and dismantling as stated herein and in the online Fern Exhibitor Service Kit.

PERMITTED SELF-SETUP

Exhibitors ERECTING TABLETOP OR POP-UP BOOTHS ARE PERMITTED TO:

- Hand-carry components from designated parking using a carried suitcase or self-rolling cases.
- Plug in 110-120v lighting to a provided electrical outlet box.

NOT PERMITTED

- Use of dollies, hand trucks, or power conveyances to move item(s)
- Installation or modification of any electrical or lighting fixture(s)
- Modification of floor plans or Exhibit Space arrangement(s)
- Compromise, obscure or block access to any emergency egress, door, or fire extinguisher cabinet(s)

FIRE & SAFETY

- The Convention Center is a non-smoking facility.
- Smoking areas are located outside the Convention Center building.
- Compressed-gas cylinders must be secured against falling or other impact. A cylinder cart, chain or strap is required if the cylinder is stored vertically; a cradle is required if the cylinder is stored horizontally.
- No aisle obstructions are permitted. Exhibit Booth items must be contained within exhibitor's Exhibit Space only.
- Children under the age of 18 are not permitted in the Exhibit Hall during move-in or move-out. Disposal of any hazardous items must be arranged in advance.
- Vehicle permits, as applicable, must be obtained from the local County Fire Department/Fire Marshal and approval by the Convention Center management, before moving into the Exhibit Hall.

SCHEDULING OR LOCATION CHANGES

Exhibitor acknowledges and agrees that Viticus Group reserves the right to change, increase or decrease Conference Show hours, number of days, Conference dates, Conference location, or Conference name. Notwithstanding anything to the contrary in this Agreement, Exhibitor acknowledges and agrees that if Viticus Group elects to re-name, change, increase or decrease Conference hours, number of days, Conference dates or Conference location, Exhibitor shall not be entitled to and expressly disclaims any right or claim to the return of any portion of any Exhibition Space Fees or deposits paid or payable by Exhibitor to Viticus Group.

Additionally, if Viticus Group re-locates the Conference to a different city or facility other than originally scheduled over dates which are not more than sixty (60) days earlier or sixty (60) days later than the original Conference dates, no refund will be due to Exhibitor, but Viticus Group shall assign to Exhibitor, in lieu of the original Exhibit Space, such other Exhibit Space as Viticus Group deems appropriate and Exhibitor agrees to use such space under the terms of this Agreement. However, if Viticus Group elects to terminate the Conference other than for a reason previously described, Viticus



Group shall refund to Exhibitor the Exhibit Space Fees previously paid, in full satisfaction of all liabilities and obligations of Viticus Group to Exhibitor and Exhibitor waives all claims it might have against Viticus Group for damages or expenses and discharges all claims against Viticus Group in exchange for such refund.

AMERICANS WITH DISABILITIES ACT

Exhibitor shall have the sole responsibility for ensuring that its Exhibit Space is in full compliance with the Americans with Disabilities Act (ADA) and any regulations under that Act. Exhibitor acknowledges and agrees that, in connection with the Conference, it will be a place of public accommodation as defined under Title III of the ADA. As a public accommodation, Exhibitor agrees that in connection with the Conference, Exhibitor will: (i) provide, at its expense, any auxiliary aids and services as may be necessary to ensure effective communication with Exhibitor by attendees of the Conference; (ii) assure, at its expense, that displays posted at or on Exhibitor's Exhibit Space is accessible to individuals with disabilities; and (iii) not discriminate or retaliate against any individual in violation of the ADA.

VITICUS GROUP DECISIONS / AMENDMENTS / VIOLATIONS

Any and all matters, compliance issues or questions not specifically covered or addressed in this Agreement, including these Rules & Regulations will be subject solely to the decision and determination of Viticus Group. Exhibitor agrees that Viticus Group will have full power in any matter of

interpretation, amendment and enforcement of all Rules and Regulations and in the Convention Center license agreement to which Viticus Group is or will be a party, as Viticus Group deems necessary for the general success of the Conference. In all instances Viticus Group's decisions and rulings will be final.

SPONSORSHIP

Sponsor. Subject to the Rules and Regulations of this Agreement, Viticus Group hereby designates Sponsor as an official Viticus Group sponsor

for the Viticus Group approved programs and/or events agreed to by Sponsor (collectively, the "Events"), and the General Rules and Regulations herein. Sponsor agrees that it must adhere to the Viticus Group Branding Guidelines as well as all applicable deadlines, rules, and regulations to maintain eligibility and receive the benefits and participate in the Events.

Viticus Group Rights. Viticus Group reserves the right to be recognized as the co-producer of the Events, including any sponsorship opportunity, and in that capacity Viticus Group retains the right to conduct or produce such Events, or produce any related materials, in any way that Viticus Group, in its sole and absolute discretion, determines is in the best interest of Viticus Group, its members and/or participants, without the approval or consent from Sponsor. II.

INTELLECTUAL PROPERTY/LICENSES FOR MARKS

Viticus Group Intellectual Property. Viticus Group will retain the sole and exclusive rights, title and interest in its intellectual property, ideas, brands, copyrights, event names, trademarks, services marks, logos, websites, databases, and other materials developed by or for Viticus Group for the Events and any derivations thereof, along with the goodwill associated with its intellectual property.

Viticus Group Marks. Subject to the Rules and Regulations of this Agreement, Viticus Group hereby grants to Sponsor a limited, non-exclusive right and license to use the service marks and trademarks of Viticus Group (the "Viticus Group Marks") solely in connection with the Events (the "Viticus Group License"), and not for any other purpose whatsoever, without the prior written approval of Viticus Group. Sponsor shall have no right to sublicense, transfer, or assign the Viticus Group Marks.

Sponsor Marks. Subject to the Rules and Regulations of this Agreement, Sponsor hereby grants to Viticus Group a limited, non-exclusive right and license to use the service marks and trademarks of Sponsor as provided by Sponsor (the "Sponsor Marks"), solely in connection with the Events (the "Sponsor License") and not for any other purpose whatsoever, without the prior written approval of Sponsor. Viticus Group shall have no right to sublicense, transfer, or assign the Sponsor Marks.

Reserved Rights. All uses of the Viticus Group Marks and the Sponsor Marks, as applicable, proposed by the using party shall be subject to prior review and written approval of the owning party, which approval shall not be unreasonably withheld. The using party shall at all times use the Viticus Group Marks and the Sponsor Marks, as applicable, in conformance with the owning party's trademark usage policies then in effect and provided to the using party, as such policies may be amended from time to time, in the owning party's sole discretion, and delivered to the using party (the "Standards"); Viticus Group Campus Page 1 provided, that the using party shall be afforded a reasonable time period to bring any use of the Viticus Group Marks and the Sponsor Marks, as applicable, into compliance with any changes to the Standards. Upon reasonable advance written notice to the using party, the owning party may (i) inspect the using party's uses of the Viticus Group Marks and the Sponsor Marks, as applicable, during regular business hours and (ii) require the using party to submit for inspection all advertising, promotional and related materials using the Viticus Group Marks and the Sponsor Marks, as applicable, for the purpose of ensuring compliance in all material respects with the Standards. Except as expressly granted to Viticus Group or Sponsor under the terms of this Agreement, all right, title and interest in and to the Viticus Group Marks shall at all times remain with Viticus Group, and all right, title and interest in and to the Sponsor Marks shall at all times remain with Sponsor. Sponsor shall not, at any time, seek to register the Viticus Group Marks. Viticus Group shall not, at any time, seek to register the Sponsor Marks.

Picture/Media Release and Waiver. Sponsor hereby irrevocably grants to Viticus Group, its directors, officers, agents, employees and volunteers, and those acting with its authority with respect to the photographs, films, tape or other images taken of Sponsor by or on behalf of Viticus Group (the "Images"), the unrestricted, absolute, perpetual, worldwide right to: (a) reproduce, copy, modify, or otherwise use and exploit the Images (the "Works") (Sponsor also consents to the use of any film, printed, video or voice-over matter in conjunction therewith), (b) use and permit to be used Sponsor's name, image, likeness, biography, words, utterances and gestures, whether in original or modified form, in connection with the Works as Viticus Group may choose, and (c) display, perform, exhibit, distribute, transmit or broadcast the Works by any means now known or hereafter to become known. Sponsor hereby waives all rights and releases Viticus Group from, and shall neither sue nor bring any proceeding against any such parties for, any claim or cause of action, whether now known or unknown, for defamation, invasion of right to privacy, publicity or personality or any similar matter, or based upon or related to the use and exploitation of the Images, including, but not limited to, any act of blurring, computer imaging, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking of said Images or in any subsequent processing thereof, as well as any publication thereof. Sponsor agrees that there shall be no obligation to utilize the authorization granted to



Sponsor hereunder. The terms of this authorization shall commence on the date hereof and are without limitation.

Participant Lists. Sponsor agrees that all Event participant lists are the proprietary and confidential information of Viticus Group and shall not under any circumstances be sold, published, disclosed, transferred, distributed, copied, forwarded or duplicated, in whole or in part, in any manner or form, for any reason, to any third party without the prior written consent of Viticus Group. III.

SPONSORSHIP FEE

In consideration of the licenses and sponsorship opportunities at the Events granted herein, Sponsor shall pay Viticus Group any agreed upon sponsorship fee(s), as applicable (the "Sponsorship Fee") and any subsequent fees approved by Sponsor. The Sponsorship Fee shall be due and payable upon receipt of an invoice from Viticus Group; provided, however, that such payment must be made no later than thirty (30) days after the issuance of such invoice.

SPONSORSHIP CANCELLATIONS

Notice of Cancellation and Refunds. Sponsor may cancel any Sponsorship items ordered under this Agreement upon prior written notice to Viticus Group; provided, however, that Sponsor shall not be refunded any Sponsorship Fees allocated to an Event if such cancellation is received by Viticus Group within sixty (60) days of the Event. Further, if the notice of cancellation is received by Viticus Group between sixty-one (61) and ninety (90) days of the Event, Sponsor shall be refunded twenty-five percent (25%) of any Sponsorship Fees allocated to such Event, and if the notice of cancellation is received by Viticus Group between ninety-one (91) and one hundred and twenty (120) days of the Event, Sponsor shall be refunded fifty percent (50%) of any Sponsorship Fees allocated to such Event. Sponsor must notify Viticus Group of such cancellation in writing in order to receive any refund due. Sponsor acknowledges and agrees that Viticus Group has the right to retain a portion or all of the sponsorship fee as stated in this Section as reasonable compensation to Viticus Group for providing the sponsorship opportunity, reserving space, and expending time and other resources up to the date of cancellation, and as a valid and reasonable pre-estimate of damages suffered by Viticus Group due to cancellation by Sponsor and not as a penalty.

Sponsor also agrees to reimburse Viticus Group for any costs already incurred by Viticus Group in connection with the Event, that arise from Sponsor's cancellation of this Agreement.

In the event that any of the listed benefits do not occur, Sponsor and Viticus Group will work in good faith to provide benefits equal in value or a commensurate refund, which is agreed to in writing by both parties. If the parties cannot come to an agreement on new benefits for any reason, all monies paid will be reimbursed to the Sponsor within thirty (30) days of the event date.

Breach of Agreement. Viticus Group may immediately terminate this Agreement in the event of Sponsor's fraud, misrepresentation, malfeasance, willful misconduct, non-payment of all or a portion of the Sponsorship Fee when due, insolvency or dissolution; provided, however, in such case, Sponsor shall not be entitled to receive a refund on any portion of the Sponsorship Fee up to the date of termination of this Agreement, and Sponsor shall retain liability for any outstanding balance of the Sponsorship Fee. This Agreement may be terminated immediately by either party in the event that the other party fails to remedy such breach within fifteen (15) business days of receipt of written notice of such breach. Sponsor shall receive a refund of the Sponsorship Fee if this Agreement is terminated by Sponsor due to an uncured material breach by Viticus Group.

Upon expiration or termination of this Agreement for any reason: (a) the Viticus Group License shall terminate, and Sponsor shall cease using the Viticus Group Marks immediately; (b) the Sponsor License shall terminate, and Viticus Group shall cease using the Sponsor Marks immediately, except that Viticus Group shall be under no obligation whatsoever to remove, delete, reprint, reedit or obscure the Sponsor Mark from any medium produced or in production up to the date of termination of this Agreement unless Viticus Group, in its sole discretion, chooses to do so; and (c) all obligations of Viticus Group and Sponsor under this Agreement, other than those set forth in Article II, Article III, Sections 3 and 1 of Article IV, shall terminate immediately, and shall be of no further force or effect.

ADVERTISING / FUTURE SPONSORSHIP OPPORTUNITIES

Sponsor shall have the right to purchase preferred advertising opportunities (if applicable). Upon notice provided to Sponsor, Viticus Group may from time to time provide Sponsor with preferential rights to participate in future events and sponsorship opportunities that are to be held after the Term; provided that Sponsor affirmatively commits to sponsor such events within the time frames set forth in such notice. Upon commitment to such future events or opportunities, the parties agree to enter into a sponsorship agreement substantially in the form of this Agreement. If Sponsor fails to commit to such event or opportunity within the time frame, Sponsor will lose preferential status for any future events.

RIGHT TO OFF-SET - USE OF EXHIBIT SPACE FEES AND DEPOSIT

Exhibitor expressly acknowledges that Viticus Group reserves the right to apply any Exhibit Space Fee and deposit amounts paid pursuant to this Agreement (i) to remedy any breach by Exhibitor under this Agreement; (ii) to remedy any breach of Exhibitor or its affiliates under any other agreement(s) between Exhibitor or its affiliates and Viticus Group or its affiliates; (iii) for payment of any checks returned for NSF (including any bank fees related to the NSF check); and (iv) to pay any onsite violations fees Exhibitor incurs. Exhibitor agrees to pay to Viticus Group the amount offset against a past due amount within ten (10) days of the date of Viticus Group's notice or, if the deadline for the applicable payment is more than ten (10) days from the date of the notice, by the applicable deadline. If Exhibitor fails to pay the offset amount within the required period, Exhibitor shall be considered to be in breach of its payment obligations under this Agreement and Viticus Group shall have the right to terminate or change Exhibitor's Exhibit Space and exercise its other rights under this Agreement.

If any portion of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, void or invalid, then that portion will be considered severed from this Agreement and all remaining portions will remain in full force and effect as long as the essential terms of this Agreement remain valid, legal and binding. No waiver of any breach, failure, right, or remedy will be considered as a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless made in writing and signed by Viticus Group.



EXHIBIT SPACE REFUSAL OR MODIFICATION BY VITICUS GROUP

The execution of the Agreement for Exhibit Space, the timely payment of the Exhibit Space Fee, or Viticus Group's deposit of Exhibitor's Exhibit Space Fee deposit payments does not guarantee that Exhibitor will be (i) permitted to exhibit at the Conference; (ii) assigned to a particular exhibit hall, section or location within the Convention Center; or (iii) provided with the actual amount of Exhibit Space requested. Notwithstanding anything herein to the contrary, Viticus Group, in its sole and absolute discretion, retains the right to refuse to provide or assign, to modify or to cancel Exhibitor's Exhibit Space assignment, and/or terminate this Agreement, without cause, for any or no reason whatsoever, at any time, without liability or further obligation to Exhibitor. Viticus Group shall not be held responsible or liable for any costs, expenses, damages or any other sums whatsoever incurred by Exhibitor or any other party as a result of any Exhibit Space rejection, cancellation, modification or change in Exhibit Space assignment. If Exhibitor's participation and Agreement for Exhibit Space is rejected or canceled by Viticus Group prior to the Conference, the Exhibit Space Fee deposit paid by Exhibitor will be refunded, unless the rejection or cancellation is due to Exhibitor's breach of this Agreement or as otherwise stated herein.

FORCE MAJEURE

In the event that the underlying program and/or event to which the Agreement relates (including, without limitation, the "Event" as defined in the Sponsorship & Advertising Agreement) (collectively, "Events") do not occur due to any reason beyond the reasonable control of Viticus Group, including but not limited to acts of God, strikes, labor disputes, government requisitions, restrictions or regulations on travel, hotel or facility availability, commodities or supplies, war or apparent act of war, terrorism or apparent act of terrorism, disaster, civil disorder, epidemic or pandemic, curtailment, suspension, and/or restriction on transportation, facilities/means of transportation, or any other occurrence (collectively, a "Force Majeure"), Viticus Group shall have the right to immediately terminate this Agreement without liability. In the case of such termination, Viticus Group shall return all fees paid by Exhibitor to Viticus Group prior to such termination, less any costs or expenses incurred or expended by Viticus Group prior to the date of termination, provided the amount Viticus Group retains shall not exceed twenty percent (20% of the aggregate amount of such fees). Notwithstanding anything to the contrary, Viticus Group shall not be liable to Sponsor for any claims, damages, costs or liabilities of any kind whatsoever if any Event is terminated, delayed, rescheduled, postponed due to a Force Majeure event.

OBLIGATION TO COMPLY WITH APPLICABLE LAWS AND PERMITS

By entering into an Agreement, Exhibitor agrees that Exhibitor is solely responsible for complying with all applicable federal, state, and local laws, ordinances and regulations, including, but not limited to, rules, industry standards, or codes relating to the performance of Exhibitor's obligations or the activities contemplated under the Agreement, including without limitation, all applicable laws, ordinances, rules and regulations pertaining to utility and building codes health, fire prevention, and public safety, and any rules or regulations of the convention center or other forum where an Event is held, including any union labor work rules, while participating at the Event ("Applicable Laws"). Specifically, and without limiting the foregoing, Exhibitor expressly agrees that Exhibitor is solely responsible for complying with all Applicable Laws relating to data privacy, data security, breach notification, and obtaining any consents or providing necessary disclosures for the processing of personal information in connection with Exhibitor's activities. Exhibitor is solely responsible for obtaining any licenses, permits, tax identification numbers or approvals required under applicable federal, state or local laws related to any of Exhibitor's activities at an Event or otherwise related to Exhibitor's obligations under an Agreement. Exhibitor is responsible for paying all taxes, license fees, use fees, royalties or other fees, charges, levies or penalties that become due to any governmental authority in connection with Exhibitor's activities. All rights and privileges granted to Exhibitor under this Agreement are subject to and subordinate to the master leases between Viticus Group and the Convention Center.

CONFIDENTIALITY

"Confidential Information" means all information which a reasonable person would consider to be confidential. Confidential Information shall include, but is not limited to, information regarding Viticus Group, its operations, programs, activities, financial condition, and the Events. During the term of the Agreement, each party shall use and reproduce the other party's Confidential Information only for purposes of the Agreement(s) and only to the extent necessary for such purposes. Each party shall restrict disclosure of the other party's Confidential Information to its employees and agents with a reasonable need to know such Confidential Information and shall not disclose the other party's Confidential Information to any third party without the prior written consent of the other party.

INSURANCE

The Exhibitor has full responsibility for its Exhibit including without limitation any of Exhibitor's merchandise, products, goods, equipment, displays, property, and personnel. Exhibitor releases Viticus Group from all responsibility for theft, damage to its Exhibit or products, property and/or any special, incidental, indirect or consequential damage, of any kind, for any reason. As a condition for Exhibitor's right to exhibit and participate at the Conference, Exhibitor, at its own expense, agrees to maintain adequate insurance to fully protect and indemnify Viticus Group, the Convention Center,

Casino, Fern, and their respective directors, officers, employees, agents, representatives, parent companies, subsidiaries and affiliates from any and all claims, arising from Exhibitor's activities at the Conference, including but not limited to Exhibitor's property, displays and equipment, personnel and the installation, operation and dismantling of the Exhibit.

The following insurance coverage is required: (i) Worker's Compensation Insurance to the statutory limits; (ii) Employer's Liability Insurance with limits not less than \$1,000,000 each accident; (iii) Comprehensive General Liability Insurance with limits not less than \$1,000,000 each occurrence combined Single Limit for bodily injury to any one person in any one occurrence, \$2,000,000 with respect to injuries to more than one person in any occurrence, and \$1,000,000 with respect to damage of property and coverage for contractual, copyright infringement, operation of mobile equipment, products, and host liquor liability; (iv) Automobile Liability Insurance coverage for owned, non-owned and hired vehicles, including loading and unloading operations with minimum limits of \$1,000,000 per occurrence for \$1,000,000 combined single limit and; (v) coverage in an amount sufficient to protect Exhibitor and Exhibitor's property, goods, wares, merchandise, chattels and any other property (i.e., transit from factory or warehouse to the Convention Center while stored or exhibited, and returned to Exhibitor's premises) against loss, damage, theft or injury of any nature, and any claims arising from any activities conducted through the duration of the conference, including move-in, Conference days and move-out days.

All such insurance required to be carried by Exhibitor hereunder shall be primary, not contributory, with any other valid and collectible insurance of Viticus Group and shall be written on an occurrence made basis. Claims-made policies are not acceptable and do not constitute compliance



with Exhibitor's obligations under this Section. An insurance company with a Best's Rating of A, XII or better, which is legally authorized to transact business in the State of Nevada must provide all insurance. Additionally, notwithstanding any insurance which may be required by Viticus Group,

Exhibitor is advised to obtain suitable insurance coverage for Exhibitor's own property and activities. Neither Viticus group nor any other additional insureds maintain insurance covering any of Exhibitor's property. It is Exhibitor's sole responsibility to obtain such insurance. Viticus Group's insurance requirements are not a representation that such coverage is sufficient for Exhibitor, and Exhibitor should consult with Exhibitor's own insurance advisors to determine appropriate levels of insurance for Exhibitor. Exhibitor shall include in each of Exhibitor's insurance policies covering loss, damage, or destruction covered by "all risk," property insurance a waiver of the insurer's right of subrogation against all additional insured parties or if such waiver should be unobtainable or unenforceable, (i) an express agreement by such insurance company that such policy shall not be invalidated if the insured waives or has waived before the casualty or liability the right of recovery against any party responsible for a casualty or liability, or (ii) any other form of permission by such insurance company for the release of the additional insureds. While the foregoing waiver of right of recovery is in effect, Exhibitor shall look solely to the proceeds of Exhibitor's property insurance policies to compensate Exhibitor for any loss occasioned by fire or other insured casualty. Exhibitor agrees to waive the right of subrogation by Exhibitor's insurance carriers to recover loss sustained under the respective insurance contracts for real and personal property.

The above-required policies must name as "Additional Insured": Viticus Group, the Convention Center, and Casino and Fern, and their respective directors, officers, employees, agents, representatives, parent companies, subsidiaries and affiliates and any additional entities as required by the Convention Center (the "Insured Entities"). The Certificate of Insurance shall be uploaded to the Exhibitor portal 30 days prior to the first day of load in. After this date any company that has not uploaded the Certificate, will be assessed a fee for Viticus Group provided insurance coverage. This coverage fee must be paid prior to conference starting. Registration of Booth Personnel and access to the Event will be restricted until the certificate of insurance is uploaded or this fee is settled. Alternatively, Viticus Group shall have the right, but not the obligation, on Exhibitor's behalf, for an additional fee of \$125.00, to obtain short-term general liability insurance or such other insurance as it may reasonably determine is necessary in lieu of insurance carried by Exhibitor.

Exhibitor shall include in each of its insurance policies covering loss, damage, or destruction covered by "all risk," property insurance a waiver of the insurer's right of subrogation against the Insured Parties or if such waiver should be unobtainable or unenforceable, (i) an express agreement by such insurance company that such policy shall not be invalidated if the insured waives or has waived before the casualty or liability the right of recovery against any party responsible for a casualty or liability, or (ii) any other form of permission by such insurance company for the release of the Insured Entities. While the foregoing waiver of right of recovery is in effect, Exhibitor shall look solely to the proceeds of its property insurance policies to compensate Exhibitor for any loss occasioned by fire or other insured casualty. Exhibitor agrees to waive the right of subrogation by its insurance carriers to recover loss sustained under the respective insurance contracts for real and personal property.

INTELLECTUAL PROPERTY, MUSIC LICENSING AND USE OF COPYRIGHTED WORKS

By executing the Agreement for Exhibit Space, Exhibitor represents and warrants to Viticus Group that Exhibitor owns or validly possesses the right to make, use, perform, sell and display any patented products, copyrighted works, trademarks, service marks and trade names (collectively, "Intellectual Property", as the case may be, used by Exhibitor at or to promote its activities at the Conference and all affiliated events. To the extent necessary to fulfill Viticus Group's express obligations hereunder, Exhibitor hereby grants Viticus Group a non-exclusive, royalty-free, revocable, non-transferable worldwide license (without the right to sublicense) to use Exhibitor's trademarks, service marks, logos, trade names, copyrighted content, hypertext links, domain names, icons, buttons, banners, graphic files and images.

Exhibitor will be responsible for securing any and all necessary licenses or consents for (a) any performances, displays or other uses of copyrighted works, trademarks or patented inventions or designs and (b) any use of any name, likeness, signature, voice or other impression, or other intellectual property owned by others at the Conference. Exhibitor or its agent(s) agree not to allow any musical work protected by copyright to be staged, produced, or otherwise performed, via either "live" or mechanical means, by or on behalf of Exhibitor at the Conference or any Conference-related activity, unless Exhibitor or agent(s) has previously obtained written permission from the copyright owner, or the copyright owner's designee (e.g., ASCAP, BMI, or SESAC) for this use. Exhibitor accepts full and complete responsibility for the performance of all obligations under any agreement permitting the use of the music, including but not limited to, all obligations to report data and to pay royalty fees.

Exhibitor understands and agrees that Viticus Group is relying upon this representation and warranty in this Section and has no obligation to monitor the uses and displays of Intellectual Property at the Conference, affiliated events or to conduct an independent investigation of the status of rights to any Intellectual Property. Breach of the foregoing representation or warranty shall be grounds for immediate revocation of the right to exhibit or participate in the Conference, without notice or hearing. Notwithstanding anything to the contrary, Exhibitor covenants not to sue, file or maintain any action in law or in equity against Viticus Group, Mandalay Corp. or the Convention Center or their respective owners, directors, officers, employees, representatives and agents alleging that any use or display by any third party of Intellectual Property at or in connection with the Conference infringes or otherwise violates any right or title held by Exhibitor or any of its owners, directors, officers, employees, representatives and agents.

INDEMNIFICATION

In addition to any indemnity set forth in any Agreement, to the maximum extent permitted by law, Exhibitor agrees to protect, indemnify, defend (with legal counsel satisfactory to Viticus Group), save and hold harmless Viticus Group, WVC, Mandalay Bay Casino and Resort, Fern, and Shepard AV, and their respective directors, officers, employees, agents, representatives, parent companies, subsidiaries, sponsors and affiliates, as applicable, the owner and operator of the Event venue, and their respective subsidiaries, affiliates, directors, officers, agents, representatives, consultants, partners, and employees from and against all claims, taxes, losses, damages (including actual, direct, indirect, consequential, punitive, nominal, and any other kind), liabilities, costs, and expenses, including reasonable attorneys' fees and other legal expenses, related to any third-party claim, suit, investigation, or judgment arising directly or indirectly from or in any way related to Exhibitor's actions or failure to act with respect to the Agreement including, without limitation, (i) Exhibitor's use of any convention center or conference services with respect to an Event, (ii) Exhibitor's noncompliance with or breach of the Agreement (including the relevant Exhibits and these Rules and Regulations), and (iii) claims of infringements of intellectual property rights, for failure or alleged failure to obtain required permits or licenses, property damage or personal injury including death, caused by or attributed in part or in whole to any action or failure to act whether by negligence or otherwise on the part of Exhibitor or any of its directors, officers, employees, agents, representatives, guests or invitees, except to the extent due to the sole gross negligence or willful misconduct of Viticus Group or its owners, directors, officers, employees, representatives and agents.

If any part of the Convention Center, or premises within the Convention Center not being used for the Convention, is damaged or if circumstances



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beyond Viticus Group's reasonable control make it impossible, impractical or inadvisable for Viticus Group to permit Exhibitor to occupy or continue to occupy its assigned Exhibit Space during any part of or the entire duration of the Conference, Viticus Group will, at its option, retain the right to relocate Exhibitor to alternative Exhibit Space. If, Viticus Group, in its sole discretion, determines that such relocation is not feasible, Exhibitor will be charged a pro rata Exhibit Space Fee for the period that the Exhibit Space was or could have been occupied by Exhibitor. Viticus Group will refund the remaining portion of the Exhibit Space Fee paid, minus a share of costs, expenses and commitments required to recompense Viticus Group up to the time of termination, in full satisfaction of all liabilities of Viticus Group to Exhibitor, and Exhibitor agrees to waive all claims it might have against Viticus Group for any damages or expenses, and discharge all claims against Viticus Group in exchange for such refund. The total amount retained by Viticus Group shall not exceed 20% of the Exhibit Space Fee.

No interruption, diminution, delay or discontinuance of any part or portion of the Conference will be deemed a disturbance of Exhibitor's use of or eviction from the Exhibit Space; nor shall any such interruption, diminution, delay or discontinuance relieve Exhibitor from full performance of Exhibitor's obligations under this Agreement, unless otherwise agreed to in writing by Viticus Group's authorized representative.

LIMITATION OF LIABILITY

Exhibitor expressly assumes all responsibility, liability, and risk associated with, resulting from, or arising in connection with Exhibitor's participation or presence at each event, including, without limitation, all risks of theft, harm, loss, damage, or injury to or of any person (including death, Exhibitor's own property or the property of others, Exhibitor's business or profits, tortious activity of any kind (including libel, slander, or injuries caused by sound levels in or around any exhibit), whether caused by negligence, intentional act, accident, acts of God, or otherwise prior to, during, or subsequent to the period covered by this agreement. In no event will Viticus Group or any additional insured party or their respective owners, directors, officers, employees, agents, and representatives be liable for any consequential, indirect, special, punitive, or incidental damages of any nature or for any reason whatsoever, whether or not apprised of the possibility of any such lost profits or damages. Exhibitor expressly acknowledges and agrees that, to the maximum extent provided under applicable law, Viticus Group's maximum liability to Exhibitor in any way related to, in conjunction with, or arising from an agreement, the use, refusal, or rejection of Exhibit Space, meeting space, or otherwise in connection with an event, or judicial determination of Viticus Group's wrongful cancellation, will be limited solely to the return of all or a prorated portion of any fee payment previously paid by Exhibitor to Viticus Group.

BREACH

If Exhibitor fails to make any payments on time as stated herein or breaches any of its obligations under this Agreement, and fails to cure such breach in a timely manner to Viticus Group's satisfaction, Viticus Group will have the right to immediately terminate this Agreement, retain Exhibitor's Exhibit Space deposit and all other monies paid to Viticus Group prior to the breach, and withhold from Exhibitor possession and occupancy of the Exhibit Space or direct Exhibitor to immediately vacate the Convention Center. Viticus Group is expressly authorized (but has no obligation) to occupy or dispose of any Exhibit Space vacated or made available by reason of any action taken under this Section in such manner as Viticus Group may deem best. Exhibitor expressly agrees to pay Viticus Group all costs and expenses incurred in such removal, together with the full Exhibit Space Fee set forth in the Agreement for Exhibit Space and any collection costs incurred by Viticus Group, including but not limited to all reasonable attorneys' fees, court costs and interest. A breach by Exhibitor of its obligation under this Agreement shall jeopardize Exhibitor's ability to exhibit at future Viticus Group Conferences or events. Viticus Group's rights under this Section are non-exclusive remedies and Viticus Group expressly reserves any and all of its rights and remedies under applicable law.

AUTHORITY

Each party represents to the other party that the individual executing each Agreement on such party's behalf has the requisite authority to enter into the Agreement.

NO PARTNERSHIP

This Agreement does not constitute a partnership or joint venture between the parties. Neither party shall have any right to obligate or bind the other party in any manner whatsoever, except as expressly provided in this Agreement. Nothing herein contained shall give, or is intended to give, any rights of any kind to any third parties.

AMENDMENT, WAIVER, DISCHARGE, SEVERABILITY, ETC.

Any and all matters, compliance issues or questions not specifically covered or addressed in this Agreement, including these Rules & Regulations will be subject solely to the decision and determination of Viticus Group. Exhibitor agrees that Viticus Group will have full power in any matter of interpretation, amendment and enforcement of all Rules and Regulations and in the Convention Center license agreement to which Viticus Group is or will be a party, as Viticus Group deems necessary for the general success of the Conference. In all instances Viticus Group's decisions and rulings will be final.

This Agreement may not be amended, released, discharged, abandoned, changed or modified in any manner, except by an instrument in writing signed on behalf of each of the parties hereto by their duly authorized representatives. The failure of any party hereto to enforce at any time any of the provisions of an Agreement shall in no way be construed to be a waiver of any such provision, nor in any way to affect the validity of the Agreement or any part thereof or the right of any party thereafter to enforce each and every provision. No waiver of any breach of an Agreement shall be held to be a waiver of any other or subsequent breach. If any portion of any Agreement shall be determined to be invalid, then such portion shall be severed from the Agreement and all remaining portions shall remain in full force and effect.

ENTIRE AGREEMENT

These Rules and Regulations and any schedules, exhibits and the like attached or provided under the Agreement, are an integral part of such Agreement and incorporated by reference in full (collectively the "Exhibits"), and constitute the entire agreement between the parties with respect to the subject matter hereof and supersede any other agreements, written or oral, relating to the subject matter. Should any inconsistency exist or arise between a provision of any Agreement, these Rules and Regulations and/or a provision of any Exhibit, the provision of these Rules and Regulations



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shall prevail over the Agreement and the Exhibits, and the terms of the Agreement shall prevail over the Exhibits. The headings of the various sections of an Agreement and these Rules and Regulations are inserted only for convenience of reference and are not intended nor shall they be construed to modify, define, limit or expand the intent of the parties as expressed herein.

This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. The execution of this Agreement by auditable digital signature software shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.

NOTICES

All notices or other communications required or permitted under each Agreement shall be in writing and may be given by depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested, by overnight courier, or by delivering the same in person to such party, at the addresses set forth in the Agreements. Notice shall be deemed given and effective the day personally delivered or via email, the day sent by overnight courier and the day of deposit in the U.S. mail of a writing addressed and sent as provided above. Any party may change the address for notice by notifying the other parties of such change in accordance with this Section.

PUBLIC ANNOUNCEMENT

No party hereto shall issue any press release or public announcement or otherwise divulge the existence of an Agreement or the transactions contemplated hereby without the prior written approval of the other party hereto, except as and to the extent that such party shall be obligated by an Agreement or by law, in which case the other party shall be so advised and the parties shall use their best efforts to cause a mutually agreeable release or announcement to be issued.

LEGAL/COLLECTIONS FEES

Unless otherwise expressly set forth in the Agreement, each party is responsible for attorney's fees incurred on its behalf in connection with each Agreement or disputes governed and/or arising under each such Agreement. Notwithstanding the foregoing sentence, legal and/or collections fees incurred in attempt to collect debt owed to Viticus Group shall be paid by Exhibitor.

SALES AND USE TAX

If Exhibitor plans to sell, deliver, and receive payment for tangible goods at an Event held in the states of Tennessee or Nevada, Exhibitor must comply with the respective state-specific requirements outlined below:

Tennessee: Exhibitors are required to complete and return a Special Event Vendor Registration to the Tennessee Department of Revenue (TNDOR). Exhibitors with an existing sales tax account number must email Taxpayer Services at revenue.support@tn.gov before the end of the month in which the Event occurs. The email should request an account update to include the event as a special event and include the consolidated sales tax account number, Event name, date, and address.

Nevada: Exhibitors are required to complete and return a One-Time Sales Tax Return to the Nevada Department of Taxation (NVDOT). If already registered with the NVDOT, exhibitors may file their sales tax return directly.

Exhibitors must notify Viticus Group of any registration with the TNDOR or NVDOT in writing and provide their state taxpayer identification number. A relevant form will be provided on-site or immediately after each event. Viticus Group will attempt to communicate this information leading up to and throughout the dates of each Event. However, it is the Exhibitor's sole responsibility to comply with this requirement and file a return, regardless of whether they receive the form or notice from Viticus Group.

ASSIGNMENT

Exhibitor may not be assigned this Agreement to any other party without the prior written consent of Viticus Group. Any change in Exhibitor's ownership or control will be deemed a transfer requiring consent. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and permitted assigns. Any attempted assignment in violation of this Section shall be of no force or effect.

SUBORDINATION

The provisions of this Agreement are subject and subordinate to the Rules and Regulations of the license Agreement between Viticus Group and the Convention Center.

SEVERABILITY AND WAIVER

If any portion of an Agreement (including, without limitation, any Exhibits or these Rules and Regulations) becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, void or invalid, then that portion will be considered severed from this Agreement and all remaining portions will remain in full force and effect as long as the essential terms of this Agreement remain valid, legal and binding. No waiver of any breach, failure, right, or remedy will be considered as a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless made in writing and signed by Viticus Group. Termination of an Agreement will not affect or modify those obligations of the parties under the Agreement that by their terms are to survive the termination of the Agreement.

GOVERNING LAW; JURISDICTION; JURY TRIAL WAIVER

The Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without reference to the principles of conflicts of laws of such jurisdiction. Each of the parties submits to the jurisdiction of any competent federal or state court sitting in Clark County, Nevada to the exclusion of all other venues of any other state, territory or country. Judgment on any award rendered in a proceeding may be entered in any court of competent jurisdiction. **The parties hereto hereby irrevocably waive all rights to trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or in tort, at law or in equity, arising out of or in any way related to the agreement.**



ACCEPTANCE

By signing this Agreement, the Exhibitor acknowledges that the Exhibitor's guide has been received and read and agrees to comply with these Rules and Regulations plus any additions and amendments (including Fern Exhibitor Service Kit) thereto that may hereafter be established by Viticus Group.

A non-refundable payment in accordance with the Exhibit Space payment schedule is required upon Exhibitor's return of the Agreement for Exhibit Space to WVC. As of the Effective Date Exhibitor agrees to (i) use the Exhibit Space assigned by Viticus Group in accordance with the Conference Rules and Regulations and (ii) pay the required Exhibit Space Fee by the deadline dates established herein. No Exhibitor shall be permitted to exhibit or participate in the Conference or gain access to the Convention Center unless and until the Exhibitor has paid the full Exhibit Space Fee and provided the required Certificates of Insurance by the deadline.

Viticus Group will have the right, in its sole and absolute discretion, to establish and/or modify the Rules and Regulations and the use of Exhibit Space covered by this Agreement, as deemed appropriate by Viticus Group. Viticus Group will endeavor to provide Exhibitor with changes or modifications to these Rules and Regulations. However, failure to provide or non-receipt of such changes will not invalidate or nullify such changes or modifications.

Updates to these Rules and Regulations will be posted online at www.viticusgroup\wvc-exhibitors.org. Viticus Group shall have sole control over Conference admission policies at all times.

Viticus Group reserves the right to approve participant products promoted during the show. Products permitted for promotion must be approved for the treatment of animals within a veterinary clinical setting. Products for human use are not permitted unless approved by show management. These items include but are not limited to, human skin care products, lotions, facial care products, medical devices such as "TENS UNITS" massage percussion devices, and red-light Therapy. If we discover at any time that you are promoting or selling unapproved items your booth will be shut down, personnel removed from the show floor, and any payments will be forfeited.