

PLEASE READ CAREFULLY

The Application & Contract for Exhibit Space, the 2023 Exhibitors Guide and the Rules and Regulations (including the Freeman Exhibitor Service Kit) contained herein and as amended, shall collectively constitute the agreement ("Agreement") between the WVC dba Viticus Group and Exhibitor. Upon Exhibitor's execution of the Application & Contract for Exhibit Space, this Agreement shall become a binding contract between WVC and Exhibitor (the "Effective Date").

Exhibitor acknowledges that it has read and understands the 2023 Exhibitor Guide and these Rules and Regulations, and expressly agrees to accept the 2023 Exhibitor Guide and these Rules and Regulations, all of which are hereby incorporated by reference into and form essential terms and conditions of the Agreement to the same extent as if set forth in full in the Application and Contract for Exhibit Space.

1. DEFINITIONS

WVC dba Viticus Group and its officers, directors, members, agents, affiliates, representatives, employees, successors and assigns, is hereinafter referred to as "WVC" or "WVC," unless the context requires otherwise. "Exhibitor" means the applicant identified on the Application & Contract for Exhibit Space and its officers, directors, members, agents, affiliates, representatives, employees, successors and assigns. WVC dba Viticus Group 2023 Conference & Exhibition is hereinafter referred to as the "Conference." WVC and Exhibitor are collectively referred to in this Agreement as the "Parties" and "Party" in the singular.

The term "Convention Center" means the exhibit halls, meeting rooms, and function space, lobbies, foyers, parking lots, airspace and grounds of the Mandalay Bay Convention Center, as well as any other facilities to be used as the site of the Conference. Exhibit Hall means the portion of the Mandalay Bay Convention Center premises to be used for the tradeshow/exposition portion of Conference (the "Exhibition"). "Facility Management" means the owner or manager of the Mandalay Bay Convention Center and the management of any of other facilities used for the Conference. Exhibit space ("Exhibit Booth" or "Exhibit Space") means the exhibit or display space assigned to Exhibitor by WVC. "Exhibit Space Fee" means the required Exhibit Space fee, including all deposits and other fees to be paid to WVC for Exhibitors' Exhibit Space. "Exhibit" collectively means any or all of Exhibitor's materials, goods, products, equipment or belongings displayed, showcase 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

2. ACCEPTANCE

Upon WVC's acceptance of the Application & Contract for Exhibit Space, the Exhibitor acknowledges that this Exhibitor's guide has been received and read, and agrees to comply with these Rules and Regulations plus any additions and amendments (including Freeman Exhibitor Service Kit) thereto that may hereafter be established by WVC.

A non-refundable payment in accordance with the Exhibit Space payment schedule is required upon Exhibitor's return of the Application and Contract for Exhibit Space to WVC. As of the Effective Date Exhibitor agrees to (i) use the Exhibit Space assigned by WVC 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 2023 Conference or gain access to the Convention Center unless and until Exhibitor has paid the full Exhibit Space Fee, and provided the required Certificates of Insurance by their deadline dates.

WVC 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 WVC. WVC 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.com/wvc-exhibitors.org. WVC shall have sole control over Conference admission policies at all times.

3. 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 square feet of booth space.
- Three (3) points for each consecutive year of exhibition
- Two (2) points per \$500 of previous year's Conference sponsorship
- 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

Exhibiting companies who have merged with, have been purchased by, or have purchased another company, may use the Exhibitor's exhibiting history at the 2023 WVC Conference from either company, whichever is more favorable, but not the combined exhibiting history of both companies.

4. EXHIBIT SPACE ASSIGNMENT (BOOTH ASSIGNMENT)

If your company exhibited at WVC in 2022, you will receive information after the 2022 Conference regarding the space draw for 2023

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 in violation of 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 prior to the deadline to be included (August 1, 2023). The listing will be either the Exhibitor of record or its legal D.B.A. (Doing Business As) submitted by the Exhibitor signing the Application & Contract 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. WVC will not be liable for any errors or omissions in the Conference Directory, participant lists, websites, or in any promotional materials for the Conference. WVC reserves the right of final approval as to which publications Exhibitor is allowed to display within its Exhibit Space.

WVC 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 WVC, which approval may be withheld in WVC's sole discretion.

5. EXHIBIT SPACE REFUSAL OR MODIFICATION BY WVC

The execution of the Application and Contract for Exhibit Space, the timely payment of the Exhibit Space Fee, or WVC'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, WVC, 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. WVC 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 Application and Contract for Exhibit Space is rejected or canceled by WVC 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.

6. CANCELLATION OR REDUCTION OF EXHIBIT SPACE BY EXHIBITOR

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

Mr. Joel Altman | WVC

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

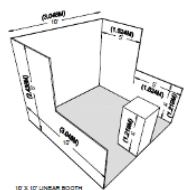
Cancellation and/or Exhibit Space reduction requests MUST be submitted in writing or via email and received no later than November 1, 2022. Exhibitor will be issued a refund minus a processing fee of 50% of Exhibit Booth price in the event of cancellation or a reduction the size of the Exhibit Booth. Any requests received after November 1, 2022, will not be eligible for refund. Upon notice of such cancellation, withdrawal from the Convention or reduction in Exhibit Space or Meeting Space, Exhibitor shall lose all rights to assigned Exhibit Space and WVC, in its sole discretion, may reassign the released Exhibit Space or Meeting Space to another party. Exhibitor will remain obligated to pay WVC 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 WVC. Exhibit Space cancellation or reduction notifications must be provided to WVC by overnight courier or by certified mail, return receipt requested. Notices communicated to WVC in electronic form will not be considered to be written. The date upon which the notice of cancellation or reduction notice is received by WVC 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 acknowledges that the damages suffered by WVC 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.) Any applicable refunds will be processed within ninety (90) days after the close of the Conference, and no interest will be paid on any amounts received by WVC.

7. CONFERENCE-RELATED COMMERCIAL MESSAGES

To the extent Exhibitor provides any information to WVC, including contact information and other personally identifiable information, Exhibitor hereby grants to WVC the right to use or release such information for all lawful WVC and Conference related business purposes, including confirming Conference exhibition and registration information and providing Exhibitor related information to third parties retained or contracted by WVC to provide services required or requested for the Conference. Exhibitor acknowledges that information provided to WVC, such as Exhibitor's information regarding name, address, phone numbers, e-mail and web site 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 web site and/or in materials provided to Conference participants

8. 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: WVC 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

9. BADGES

Four (4) complimentary badges will be provided for every 100 sq. ft. (10 x 10 ft.) of Exhibit Space purchased.

- Additional Exhibitor badges Additional badges beyond contract allocations may be purchased for \$280 in advance and \$330 onsite per badge. Badges will not be printed until payment is received.
- Exhibitor Guest badges Exhibitor guest badges are available onsite only for \$70 each. 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 or Mandalay Bay Resort and Casino.
- Exhibitors must, at all times including but not limited to Exhibit installation and dismantle, wear a WVC 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 WVC to obtain a CE certificate.

10. 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 Wednesday, February 22, 2023 will not be offered an application to Exhibit or otherwise participate in the following year's Conference (2024).
- Guests, non-exhibitors, or non-badged personnel are not permitted to serve as "Exhibit Booth sitters."

11. PRIVATE EVENTS, MEETINGS AND HOSPITALITY FUNCTIONS

Conducting private or corporate events or activities with Conference participants during the Conference Hours is strictly prohibited. WVC 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 WVC. 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 WVC'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 WVC for such activities or in the event of a violation, any monies theretofore paid by Exhibitor to WVC or its agents whether for the Exhibit Space or as otherwise related to the Conference may be retained by WVC 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 contact WVC's Events Team and Services by calling Songi Kim, Director of Operations, toll-free at 866.800.7326 or Songi@viticusgroup.org.

12. USE OF EXHIBIT BOOTH

- No pamphlets, coupons, samples, signs or promotional personnel are permitted outside of the assigned Exhibit Space perimeter. This includes designated 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 WVC.
- 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. WVC 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 WVC, 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 Mandalay Bay Meeting Planners Guide, which can be found on the WVC Exhibitor webpage.

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

Product demonstrations, company mascots, and celebrity animals ARE permitted in the Exhibit Hall; provided, however, permission for any live animals (cats, dogs, etc.) to appear at the Conference must first be approved by WVC through the Exhibitor Portal Tasks. The Animal Use task 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, please contact Joel Altman at JoelA@ViticusGroup.org by January 20, 2023.

- Each animal must be reported to WVC before the start of the Conference.
- 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 WVC, Mandalay Corp., Mandalay Bay Resort & Casino, its parent company, subsidiaries, and affiliates as additional insured, is required.

- Animals may not remain in the Convention Center overnight.
- Seeing Eye/assistance animals are permitted.
- Personal pets are not permitted - NO exceptions.

14. FLOOR COVERING

The Convention Center's Exhibit Hall floors are a concrete surface. All Exhibit Space must have floor covering, with no cement showing. Floor covering may be supplied by Exhibitor, rented from the Conference decorator (Freeman), or supplied by an Exhibitor-Appointed Contractor.

15. BOOTH CLEANING

WVC 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 Freeman Exhibitor Service Kit for more information.

16. 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 Freeman 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)

17. FIRE & SAFETY

Mandalay Bay 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 must be obtained from the Clark County Fire Department/Fire Marshal before moving into the Exhibit Hall.

18. SALE OF MERCHANDISE

If Exhibitor plans to sell, deliver or receive payment for tangible goods at the Conference, the State of Nevada Department of Taxation requires Exhibitors to complete and return a One-Time Sales Tax Return to the State of Nevada Department of Taxation. If Exhibitor has already registered with the State of Nevada Department of Taxation, Exhibitor may file its sales tax return; however, Exhibitor is required to notify WVC of this fact in writing, and provide WVC with your 10-digit state taxpayer identification number. A form will be provided to all Exhibitors on-site or immediately after the Conference. WVC will attempt to communicate this information leading up to and throughout the Conference Dates; however, it is the Exhibitor's sole responsibility to comply with this requirement and file a return whether or not Exhibitor receives the form or notice from WVC.

19. 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 WVC 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 Western Veterinary Conference, Mandalay Corp., Mandalay Bay Resort & Casino, Freeman, 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 shall be primary, not contributory, with any other valid and collectible insurance of WVC 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. All insurance must be provided by 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. Neither WVC nor Mandalay Corp., Mandalay Bay Convention Center or Mandalay Bay Resort and Casino maintains insurance covering any of Exhibitor's property. It is solely the responsibility of Exhibitor to obtain such insurance.

The above required policies must name as "Additional Insured": Western Veterinary Conference, Mandalay Corp., Mandalay Bay Resort and Casino and Freeman, and their respective directors, officers, employees, agents, representatives, parent companies, subsidiaries and affiliates and any additional entities as required by Mandalay Corp. (the "Insured Entities").

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.

20. INDEMNIFICATION

To the maximum extent permitted by law Exhibitor agrees to protect, indemnify, defend (with legal counsel satisfactory to WVC), save and hold harmless, Western Veterinary Conference, Mandalay Corp., Mandalay Bay Resort and Casino, Freeman, and their respective directors, officers, employees, agents, representatives, parent companies, subsidiaries, sponsors and affiliates, as applicable, from any and all claims, actions, demands, damages, liability, or expenses of whatsoever kind and nature, including but not limited to judgments, interest, reasonable attorneys' fees, expert witness fees, and all other costs and charges in connection with, related to or arising out of (i) Exhibitor's use of any Convention Center or Conference services, (ii) Exhibitor's noncompliance with or breach of this Agreement, or (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 negligence or willful misconduct of WVC or its owners, directors, officers, employees, representatives and agents.

21. FORCE MAJEURE

If the Conference is terminated for any reason beyond the reasonable control of WVC, including without limitation acts of God, war, terrorism or threats of terrorism, riot or civil commotion, strikes, labor disputes, accidents, governmental laws, ordinances, regulations, requisitions or restrictions, unavailability of facilities, lack of utilities, commodities or supplies, inability to secure sufficient labor, disruption to transportation, pandemic or epidemic, disaster, fire, earthquakes, severe weather conditions, epidemic or pandemic, or any other comparable calamity, casualty or condition, WVC may terminate this Agreement without liability, and WVC may retain the earned portion of the Exhibit Space Fee required to recompense it for expenses and commitments incurred up to the time of terminating the Conference. The amount that WVC retains shall not exceed 20% of the Exhibit Space Fee. Any remaining unearned Exhibit Space Fee will be refunded to Exhibitor.

If any part of the Convention Center or the Mandalay Bay Resort and Casino is damaged or if circumstances beyond WVC's reasonable control make it impossible, impractical or inadvisable for WVC to permit Exhibitor to occupy or continue to occupy its assigned Exhibit Space during any part of or the entire duration of the Conference, WVC will, at its option, retain the right to relocate Exhibitor to alternative Exhibit Space. If, WVC, 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. WVC will refund the remaining portion of the Exhibit Space Fee paid, minus a share of costs, expenses and commitments required to recompense WVC up to the time of termination, in full satisfaction of all liabilities of WVC to Exhibitor, and Exhibitor agrees to waive all claims it might have against WVC for any damages or expenses, and discharge all claims against WVC in exchange for such refund. The total amount retained by WVC 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 WVC's authorized representative.

22. SCHEDULING OR LOCATION CHANGES

Exhibitor acknowledges and agrees that WVC 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 WVC 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 WVC.

Additionally, if WVC 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 WVC shall assign to Exhibitor, in lieu of the original Exhibit Space, such other Exhibit Space as WVC deems appropriate and Exhibitor agrees to use such space under the terms of this Agreement. However, if WVC elects to terminate the Conference other than for a reason previously described, WVC shall refund to Exhibitor the Exhibit Space fees previously paid, in full satisfaction of all liabilities and obligations of WVC to Exhibitor and Exhibitor waives all claims it might have against WVC for damages or expenses and discharges all claims against WVC in exchange for such refund.

23. 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.

24. INTELLECTUAL PROPERTY, MUSIC LICENSING AND USE OF COPYRIGHTED WORKS

By executing the Application and Contract for Exhibit Space, Exhibitor represents and warrants to WVC 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 WVC's express obligations hereunder, Exhibitor hereby grants WVC 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 WVC 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 WVC, Mandalay Corp. or the Mandalay Resort and Casino 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.

25. COMPLIANCE WITH LAWS AND PERMITS

Exhibitor agrees to be knowledgeable of and to comply with and be bound by all applicable federal, state, and local laws, ordinances and regulations, 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, including any union labor work rules, while participating at the Conference. All rights and privileges granted to Exhibitor under this Agreement are subject to and subordinate to the master leases between WVC and the Mandalay Bay Resort and Casino.

Exhibitor will be 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 the Conference. Exhibitor will be 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 its activities at the Conference.

26. 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 WVC's satisfaction, WVC will have the right to immediately terminate this Agreement, retain Exhibitor's Exhibit Space deposit and all other monies paid to WVC prior to the breach, and withhold from Exhibitor possession and occupancy of the Exhibit Space or direct Exhibitor to immediately vacate the Convention Center. WVC 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 WVC may deem best.

Exhibitor expressly agrees to pay WVC all costs and expenses incurred in such removal, together with the full Exhibit Space Fee set forth in the Application and Contract for Exhibit Space and any collection costs incurred by WVC, 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 WVC Conferences or events. WVC's rights under this Section are non-exclusive remedies and WVC expressly reserves any and all of its rights and remedies under applicable law.

27. WVC 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 WVC. Exhibitor agrees that WVC 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 WVC is or will be a party, as WVC deems necessary for the general success of the Conference. In all instances WVC's decisions and rulings will be final.

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

Exhibitor expressly acknowledges that WVC 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 WVC 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 WVC the amount offset against a past due amount within ten (10) days of the date of WVC'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 WVC shall have the right to terminate or change Exhibitor's Exhibit Space and exercise its other rights under this Agreement.

29. 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 THE CONFERENCE, INCLUDING, WITHOUT LIMITATION, ALL RISKS OF THEFT, HARM, LOSS, DAMAGE OR INJURY TO OR OF ANY PERSON (INCLUDING DEATH), ITS OWN PROPERTY OR THE PROPERTY OF OTHERS, BUSINESS OR PROFITS OF EXHIBITOR, TORTIOUS ACTIVITY OF ANY KIND (INCLUDING LIBEL, SLANDER OR INJURIES CAUSED BY SOUND LEVELS IN OR AROUND EXHIBITOR'S 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 WVC, MANDALAY CORP., MANDALAY BAY RESORT AND CASINO 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 WVC'S MAXIMUM LIABILITY TO THE EXHIBITOR IN ANY WAY RELATED TO, IN CONJUNCTION WITH OR ARISING FROM THIS AGREEMENT, THE USE, REFUSAL, REJECTION OF EXHIBIT SPACE, OR JUDICIAL DETERMINATION OF WVC'S WRONGFUL CANCELLATION OF EXHIBIT SPACE WILL BE LIMITED SOLELY TO THE RETURN OF ALL OR A PRORATED PORTION OF ANY EXHIBIT SPACE FEE PAYMENT PREVIOUSLY PAID TO WVC BY EXHIBITOR.

30. CHOICE OF LAW AND JURISDICTION

The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the applicable laws of the State of Nevada, without regard to its conflict of law's provisions. Any such proceedings will take place in the Las Vegas, Clark County, Nevada, to the exclusive of all other jurisdictions or venues either foreign or domestic. Exhibitor agrees to submit to the personal jurisdiction courts of located in Las Vegas, Clark County, Nevada. Judgment on any award rendered in a proceeding may be entered in any court of competent jurisdiction.

31. SEVERABILITY AND WAIVER

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 WVC.

32. MISCELLANEOUS

This Agreement shall not constitute nor be considered to create a partnership, employer-employee relationship, joint venture or agency between WVC and Exhibitor. The provisions of this Agreement are subject and subordinate to the terms and conditions of the license Agreement between WVC and Mandalay Bay Resort and Casino. Any required notices, requests, or demands relating to this Agreement are to be in writing. The headings to the various sections of this Agreement are inserted only for convenience of reference and are not intended nor will they be construed to modify, define, limit or expand the intent of the parties as expressed in this Agreement. Termination of this Agreement will not affect or modify those obligations of the parties under this Agreement that by their terms are to survive the termination of this Agreement.

33. ENTIRE AGREEMENT

The Application and Contractor for Exhibit Space, the 2023 Exhibitor Prospectus, and the Rules and Regulations (including the Freeman Exhibitor Service Kit), and any amendments and schedules referred to herein or therein constitute the complete and exclusive statement of the terms of the agreement between WVC and Exhibitor pertaining to the Conference and supersede any and all prior oral and written understandings, quotations, communications and agreements. No person is authorized to make any changes, amendments or modifications to this Agreement, including these Rules and Regulations except in a writing specifically referring to this Agreement and signed by a duly authorized representative of WVC.