PFI EXHIBITION SPACE AND SHOW TERMS AND CONDITIONS

1.Exhibit License. Upon and subject to Organizer's acceptance of this Agreement, Organizer grants Customer a license to occupy the Exhibit Space ("Space"). Such license is subject to Customer's compliance with this Agreement. Subletting or sharing of the Space is prohibited.

2.Payments. Customer agrees to pay the Fees as stated on the Event description. If any of Customer's Space remains unoccupied at the start of the opening day of the Event, Organizer will have the right, in its sole discretion, to license such Space to any other customer, or otherwise use such Space in any manner that Organizer chooses.

3.Cancellation by Customer. In the event that Customer wishes to cancel some or all of its allotted Space and/or Sponsorship, Customer may request and Organizer may grant such cancellation, but only with the following understandings: (i) all cancellations must be requested in writing and addressed to Organizer, (ii) Organizer is not required to refund any portion of monies previously paid by Customer, and (iii) Customer nevertheless agrees to pay the full Fees based on the original Space and/or Sponsorship before such cancellation will become effective. If Organizer grants such cancellation, Organizer assumes no responsibility or liability for having included the name of Customer in the Event catalog, brochures, news releases, website, or other materials. Upon cancellation of this Agreement, Organizer may (without prejudice to any other available remedy) resell the Space in any manner as Organizer deems advisable in its sole discretion, without any obligation to Customer.

4. Customer Materials. Only items which are, in the Organizer's opinion, within the scope of the Event may be exhibited, displayed or made available from the Space. Organizer reserves the right to prohibit an exhibit or part of an exhibit that, in Organizer's sole discretion, may detract from the character or nature of the Event, and Customer Materials will not be permitted to interfere with any other exhibits, sponsorships, the Event itself, or access to exhibits or the free use of aisles. Customer is prohibited from distributing (i) literature, souvenirs, or other items from outside the boundaries of Customer's Space, and (ii) literature, souvenirs, or other items that are not Customer's own materials. Customer will not display or distribute libelous, obscene or offensive materials. Customer may photograph, video or record solely Customer's own Space and is prohibited from taking photographs, video or otherwise recording other exhibits or aspects of the Event without Organizer's prior approval. These prohibitions apply before, after, and during Event hours. All demonstrations and the distribution of promotional materials must be in accordance with this Agreement. Distribution of food or promotional giveaways must be approved in advance of the Event by Organizer. Customer agrees to deliver to Organizer all materials reasonably required for the performance of this Agreement, including but not limited to, an electronic copy of Customer 's logo, in a format and within the deadlines set by Organizer. Customer understands and agrees that after initial proofing of Organizer's use of Customer's logo, any modification or revision of Customer's logo, trade name, or trademark in Customer's Materials is at the sole responsibility and direct cost of Customer. If Customer requests an increase of its Space or other services (other than upgraded Exhibitor Listings, ancillary add-ons, or for other enhanced services that in the aggregate are less than U.S. $1,500), a new agreement is required.

5. Name, Likeness and Certain Other Rights. Customer hereby grants Organizer the non-exclusive and royalty free right, solely in connection with the Event (including in any form of media created by Organizer) to (i) use Customer's name and logo, (ii) photograph Customer's Space, and any of its personnel, representatives and visitors attending the Event, and use such photographs in connection with the Event, including in advertising and promoting the Event, and (iii) photograph, record in audio, video or other format, transcribe, accurately summarize, and otherwise document Customer's participation in the Event, and the right to distribute the same throughout the world in all media now known or hereafter developed.

6. Copyrighted Material. Customer agrees not to play, broadcast, perform, or distribute any copyrighted material owned by others without first obtaining (at its own expense) all necessary rights and licenses and paying in full all required royalties or other fees. Organizer reserves the right to remove any Customer Material incorporating copyrighted material for which such Customer fails to timely provide sufficient evidence of authorization. Organizer also reserves the right to revoke the Space as a result of the extent of such copyright infringement.

7. Soliciting/Social Functions. Customer is prohibited from distributing items at the Event other than as provided for in the Space. Canvassing at any time during the Event or distribution of advertising matter, souvenirs, or any other items whatsoever by anyone who is not a paid customer is strictly forbidden. Provided Customer has obtained prior written permission from Organizer, Customer may conduct social functions in public areas of the Event venue as long as such functions do not conflict with scheduled Event programs or activities. The following Terms and Conditions are part of the Exhibitor/Media Agreement order form to which they are attached. Such order form and the Contract Fees set forth thereon ("Fees"), together with these Terms and Conditions (collectively, the "Agreement"), with or without a payment, shall constitute a contract between Exhibitor or Customer on the one hand ("Customer"), and Organizer or Publisher on the other hand ("Organizer"), for Exhibition at the Event and/or for Media Services ("Services").

8. Customer Personnel. Specialists qualified to discuss Customer's products must be present during Event hours. Customer will conduct itself and will require its personnel and representatives to conduct themselves at all times during the Event in accordance with customary standards of decorum and good taste.

9. Liability. All Customer Materials and other items brought into the Event by the Customer, its personnel, agents and representatives are the sole responsibility of and at the sole risk of the Customer. Customer assumes full responsibility and liability for the actions of its personnel, agents, representatives and guests. Anyone visiting, viewing, or otherwise participating in Customer's Space is deemed to be the guest of Customer while doing so, and not the invitee, licensee, or guest of Organizer. Organizer, its affiliates, agents and representatives will not be responsible for any injury, loss, or damage to Customer or to Customer's personnel, representatives, or guests, or any of their property.

10. No Warranty. Organizer does not make any representation or warranty (express or implied) as to the Event. Without limiting the generality of the foregoing, Organizer makes no representation or warranty as to the number of Event attendees or as to the presence, absence or location of any other customer.

11. Rights of Use. Customer represents and warrants that it holds the necessary rights to permit the use of the Advertising Material and any material to which users can link through the advertising facilitated by Organizer, and that the use, reproduction, distribution, or transmission of the Advertising Material, and any material to which users can link through the advertising, will not violate any laws or any rights of any third parties, including infringement of the copyright or other intellectual property rights of third parties. By executing and delivering this Agreement, Customer grants to Organizer a fully paid, perpetual, worldwide, non-exclusive license to use, display, and reproduce the Advertising Material and the name of the Customer, unless otherwise specified in writing by the Customer.

12. Limitation of Liability. EXCEPT AS RELATED TO MISAPPROPRIATION OF PROPRIETARY RIGHTS, NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER INCLUDING ANY LOSS OF PROFIT OR REVENUE, LOSS OF OPPORTUNITY, LOSS OF DATA, LOSS OF BUSINESS, LOSS OF GOODWILL, OR ANY OTHER FINANCIAL OR ECONOMIC LOSS, EVEN IF SUCH PARTY HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. EXCEPT AS RELATED TO MISAPPROPRIATION OF PROPRIETARY RIGHTS, OR CUSTOMER'S NEGLIGENCE, MISCONDUCT, OR BREACH OF THIS AGREEMENT, EACH PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR ANY AND ALL CLAIM(S) WILL NOT EXCEED $100,000. NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT THE LIABILITY OF EITHER PARTY IN RESPECT OF FRAUD AND/OR FRAUDULENT MISREPRESENTATION.

13. Indemnity. Customer agrees to defend, indemnify, and hold harmless Organizer, the Event venue, and their respective affiliates, personnel and representatives from and against all expenses, costs, claims, demands, suits, actions, proceedings, judgments, fines, penalties, losses, damages and liabilities (including but not limited to reasonable attorneys' fees and expenses), resulting directly or indirectly from (i) any actions or omissions of Customer and/or its personnel, agents and representatives that are negligent, wrongful or constitute a breach of this Agreement, or (ii) claims that the display, broadcast, performance, distribution, or publication of any Advertising Materials or other Customer Materials for the Space or Programs violates the intellectual property, privacy or other rights of any third party. Organizer agrees to defend, indemnify, and hold harmless Customer from and against all expenses, costs, claims, demands, suits, actions, proceedings, judgments, fines, penalties, losses, damages and liabilities (including but not limited to reasonable attorneys' fees and expenses), resulting directly from third party claims related to Organizer's misappropriation of proprietary rights. This indemnity provided under this provision shall survive the termination or expiration of this Agreement and is in addition and without prejudice to any other rights and/or remedies which the Organizer may have or be entitled to under this Agreement and/or applicable laws.

14. Force Majeure. Organizer shall not be liable for any failure to perform any of its obligations or delay under this Agreement as a result of any cause or event beyond its reasonable control including but not limited to any strikes or labour disputes, riots or civil commotion, acts of God, fire, flood, explosion, earthquake, storm or other natural disaster, failure of the Internet, computer server failures or any problems related to such failures, disease, pandemic, health epidemics or quarantine restrictions, travel restrictions, any act of a governmental, civil, health or military authority, war, embargoes, or shortage of suppliers or materials ("Force Majeure").

15. Relief Events. Save only to the extent that the following circumstances in this provision do not qualify as Force Majeure events for any reason whatsoever, Organizer shall not be liable for any failure to perform any of its obligations or delay under this Agreement: (i) as a result of any legislation, regulation, ruling, action or guidance of any relevant government, court or any competent national or international authority (including, without limitation, any public health authority) prohibits, restricts or advises against: (a) the hosting of mass gatherings and/or events with effect at any point on or before the date(s) of the Event; (b) any international travel to any or all of the United States of America (including any such restrictions or guidance issued by any of the aforementioned type of authorities having their jurisdiction outside of the United States of America) and/or any domestic travel or movement of persons within the United States of America with effect at any point on or before the date(s) of the Event; and/or (ii) as a result of or in connection with any disease, pandemic or health epidemic which, in the sole and absolute discretion of Organizer, may present public health issues or concerns in relation to the hosting of the Event on the original dates and/or in its original location and/or format, (together "Relief Events").

16. Cancellation or Changes to Event. Organizer has the right to cancel, alter in character or reduce in scale an Event, or to change the name of an Event, or to change the location, or to split an Event into one or more events, or to combine, merge or co-locate an Event with one or more other events, or to shorten or extend an Event period, or to reschedule an Event, at any time: (i) if, in the sole and absolute discretion of Organizer: (a) it is unreasonable or impractical for Organizer to permit Customer to occupy the Space during all or any part of the Event; and/or (b) the Event venue or location (or any part thereof) is rendered unfit, unsafe or unavailable due to Force Majeure; and/or (c) the Event, or attendance or participation therein, is prevented, restricted, curtailed or otherwise adversely affected as a result of Force Majeure; and/or (d) Organizer considers that the hosting of the Event may present public health issues or concerns as a result of Force Majeure; and/or (e) the practical or economic feasibility or viability of the Event is adversely affected by Force Majeure; or (ii) for any other reason whatsoever including but not limited to Relief Events.

17. Consequences of Variation. In the event of any such cancellation, re-location, alteration in character or reduction in scale of an Event, or any such shortening of an Event period, or any rescheduling of an Event pursuant to clause 26 above, the parties acknowledge and agree that: (i) Organizer shall not have any liability to Customer for any refund, additional expenses or charges or to make payment for any other loss or damage suffered by Customer whatsoever; and (ii) Organizer, in its sole and absolute discretion, may (but shall not be obliged to) either (a) refund to the Customer (without interest), or (b) transfer to a deferred Event, or credit to the Customer for use in connection with another event managed by the Organizer, such portion of any payment(s) already made by the Customer in respect of the affected Event as the Organizer, in its sole and absolute discretion, deems to be fair, reasonable and appropriate in the circumstances and, without limitation, having regard to the costs and expenses incurred by Organizer in connection with the Event. Customer acknowledges the sufficiency of the above discretionary options and accepts this in complete settlement and discharge of all claims against the Organiser. For the avoidance of doubt, Organizer shall not be responsible or liable in any way to the Customer, and the Customer shall have no claim against the Organizer, should any governmental or regulatory authority ban, restrict or refuse participation at the Event by the Customer.

18. Law and Jurisdiction. The validity, construction and performance of the Agreement will be governed by the laws of the State of Oregon, without giving effect to principles of conflict of laws, and will be subject to the exclusive jurisdiction and venue of the State and Federal Courts located in the county of Multnomah. THE PARTIES WAIVE THE RIGHT TO A JURY TRIAL.

19. Compliance with Law; Taxes and Licenses. Customer will comply with all Federal, state and local laws and regulations, union rules, regulations and requirements, and rules of the Event venue, in each case applicable to Customer, including but not limited to all laws and regulations governing accessibility or data protection. Customer will be responsible for obtaining any licenses or permits required for Customer's activities at the Event or for the Program. Customer will be responsible for obtaining any tax identification numbers and paying all applicable taxes, license fees, use fees, or other charges (including but not limited to value added tax and sales tax, if any) in connection with Customer's activities related to the Event or the Programs.

20. Other Matters. The Event and the Site are owned, managed, and produced by Organizer. Nothing in this Agreement will create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the parties. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, policies, assurances, warranties, representations and understandings between them, whether written or oral, relating to the Space, Sponsorship, or Services. This Agreement may not be modified or amended except in writing signed by each party, and no provision of this Agreement will be deemed waived by Organizer unless such waiver is in writing signed by Organizer. If a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, the remainder of this Agreement will continue in full force and effect. This Agreement may be assigned by Organizer but may not be assigned by Customer without Organizer's prior written consent. This Agreement may be executed in two or more counterparts, including by facsimile or electronic copy, each of which will be deemed to be an original, but which together will constitute one and the same instrument. Headings in this Agreement are for convenience only and may not be used to interpret or define the provisions of this Agreement.

21. TRADE SHOW SPECIFIC TERMS: Exhibit space is made up of 100 sq ft. (10'x10') booths, which can be added together to create a larger exhibit space. Show Management agrees to provide with first booth space: one 6' table, two chairs, clothing rack, torso mannequin, divider screen, access to electricity, access to mirrors and wastebasket. Exhibitor badges will be allotted to each booth. Badges are for exhibitors and their employees, and may not be sold, traded, or given away for any other purpose. Exhibitor badges do not guarantee entrance to all Event activities. Subletting, licensing or sharing of space by Exhibitor, or use of space assigned to Exhibitor by anyone other than Exhibitor, is expressly prohibited. Exhibitor agrees not to sell bootleg or counterfeit merchandise of any kind. Exhibitors possessing or selling bootleg/counterfeit materials do so at their own risk, and may be asked to leave or to cease sale of said materials. Any product mature, adult, or otherwise 18+ is prohibited. Exhibitor agrees not to sell weapons of any kind. Violation of the terms of this paragraph will result in immediate dismissal from the current show and exclusion from participation in future shows. No refund of exhibit fees will be made.

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