

2019 GEORGIA MANUFACTURING SUMMIT - EXHIBITION TERMS AND CONDITIONS

Upon approval of this contract by an authorized Exhibitor representative, it is understood that the Exhibitor Participant has read and agreed to abide by the following liability policies.

LOCATION: Georgia Manufacturing Alliance, herein referred to as GMA, reserves the right to determine final placement of the Exhibitor's booth display within the exhibition area.

TRANSPORTATION/SETUP: All transportation and any other costs related to booth setup not explicitly offered by GMA are to be paid by the Exhibitor.

USE OF EXHIBIT SPACE: Exhibitor shall not assign, sublet, or share any part of his space. However, an exhibitor may use his space to exhibit any eligible products: (i) manufactured or sold in his own name (ii) manufactured or sold by any company controlled by or under common control with Exhibitor (iii) manufactured by a joint venture in which he participates, or (iv) produced pursuant to his manufacturing license. Exhibitor shall not exhibit, offer for sale, give as a premium or furnish literature about any other products or services except where Show Management determines that such activities are required for the proper demonstration or operation of Exhibitor's display. In any case, identification of such articles or services shall be limited to the regular nameplate, imprint or other identification, which is standard practice appearing normally on the articles or in connection with the services. Exhibitor shall not permit persons other than its own representatives (including those of any corporate affiliate, joint venture or license), representatives of GMA or of officially designated labor or service sources to use its booth for any purpose. Each exhibit includes 1 logo and company listing in GMA 2019 marketing materials. Any additional listings will incur a share fee to be determined by GMA.

USE OF COMMON/PUBLIC SPACE: No demonstration, promotion or advertising shall be permitted outside of Exhibitor's assigned exhibit space. Exhibitor shall not distribute any materials, including but not limited to, samples, souvenirs or advertising materials outside of the Exhibitor's contracted-for exhibit space. No Exhibitors shall, in any other way, occupy or use the facilities for any purpose inconsistent with this Contract.

CANCELLATION OR CHANGE OF EXHIBIT: If GMA should be unable to hold the exhibition for any cause beyond its reasonable control, or if it cannot permit the exhibiting company to occupy its space due to causes beyond GMA's reasonable control, GMA has the right to cancel the exhibit with no further liability than a refund of booth space rental less a proportionate share of the exhibition expenses incurred by GMA. GMA shall in no event be liable for incidental or consequential damages to exhibiting company arising from or relating to such cancellation. Should exhibiting company's display and/or material fail to arrive, exhibiting company is nevertheless responsible for the rental of its exhibit space.

CANCELLATION OR REDUCTION OF EXHIBIT SPACE BY EXHIBITING COMPANY:

1. In the event of cancellation (partial or full), a written notice must be received by GMA.
2. If cancelled on or before May 1, 2019, a liquidated damage fee of 20% of the cancelled space will be assessed by GMA.
3. If cancelled after May 1, 2019, a liquidated damage fee of 90% of the cancelled space will be assessed by GMA.

Liquidated damage assessments are not transferable and may not be used for any other payments due. Reduction of exhibit space may result in booth relocation. GMA reserves the right to reassign cancelled booth space, regardless of the liquidated damage assessment. Subsequent reassignment of cancelled space does not relieve the cancelling exhibiting company of the obligation to pay the assessment. All booths must be set and exposition ready by 7:00am on the day of the event. Failure to do so will be considered a cancellation, unless GMA has been notified and has approved otherwise.

RESTRICTIONS: Show Management may, at its sole discretion, prohibit, restrict and/or evict exhibits which are, in the opinion of Show Management, objectionable for any reason including, but not limited to, danger, noise and vibration, glaring or flashing lights, safety and method of operation, objects on display and/or method of display. Show Management may also prohibit, restrict and/or evict any exhibit which may distract from the general character of the show or which violates any term of this Contract. Show Management may further restrict, prohibit and/or evict any exhibit with objectionable persons, things, conduct, printed matter or anything else Show Management judges to be objectionable including, but not limited to, balloons, peanuts, popcorn, coffee or anything taken beyond the confines of the Exhibitor's assigned space. In the event of such prohibition, restriction or eviction, Show Management shall not be liable for any refunds of rental or other expenses. If Exhibitor fails to comply in any respect with the terms and conditions of this Contract, including the Exhibition Rules and Regulations, Show Management shall have the right, without notice to Exhibitor, to rent or offer for rent the Exhibitor's space, or to use such space in any other manner. Exhibitor shall remain liable for full amount specified by this contract.

OPEN HOUSES, PLANT TOURS and OTHER OFF-SITE ACTIVITIES: Exhibitor agrees that it will not sponsor, participate in or otherwise promote any open house, plant tour and/or other off-site hospitality activity during official show hours. Exhibitor further agrees that it will not pick up or deliver participants from the show site during show hours. Inquiries for open houses or other such events held during non-show hours must be made in writing at least 30 days prior to the start of the show. Please contact the GMA Show Management for more information.

LOSS, THEFT OR DAMAGE: Show Management provides limited perimeter guard security but shall not be liable or responsible for any loss, theft or damage to the property of Exhibitor, its employees or representatives. Further, Show Management will not be liable for damage or injury to persons or property during the term of this Contract, from any cause whatsoever, by reason of the use or occupancy of the exhibit space by Exhibitors, its employees, representatives or assigns. Exhibitor acknowledges that certain activities at the Show, especially during set-up and tear-down of the show, can be dangerous, and Exhibitor, on behalf of itself and each member of its exhibits staff, assumes such risk and waives any liability on part of Show Management and assumes all liability for each risk. If Exhibitor's materials fail to arrive, or if for causes beyond its control, Exhibitor is prevented from using its space, Exhibitor is nevertheless responsible for its

space rental. Exhibitor shall carry special insurance to protect all exhibit materials against damage, theft or other loss, and liability insurance against injury to persons and the property of others, including, but not limited to, Show Management.

COMPLIANCE WITH LAWS: Exhibitor assumes all responsibility for compliance with all pertinent laws, ordinances, regulations and codes of duty authorized by local, state and federal governing bodies including, but not limited to, fire, safety, environmental and health laws, regulations, ordinances or codes, together with the rules and regulations of Show Management and the operators and/or owners of the property of wherein the Show is held.

THE AMERICANS WITH DISABILITIES ACT (ADA): Exhibitor is required to comply with all provisions of the ADA, including without limitation, arranging Exhibitor's exhibit so as to be accessible to all persons covered by the ADA.

COPYRIGHTS, LICENSED AND PATENTED MATERIAL: Exhibitor assumes all responsibility for the use of any and all copyrighted, licensed or patented materials including, but not limited to, music, video or printed matter which may be protected under the laws of the United States of America. Exhibitor is solely responsible for securing any and all appropriate rights to use such materials and for the payment of any and all royalties, license fees or other amounts associated with the use of such material.

INDEMNIFICATION: Exhibitor agrees to indemnify and hold and save Show Management whole and harmless from and against any and all claims, charges, complaints, liability, losses, demands, actions, damages, expenses, judgments, settlements and/or costs of any nature whatsoever which shall result, directly or indirectly, wholly or in part, by any act, omission, negligence or conduct of Exhibitor or Exhibitor's employees, representatives, agents, servants, contractors, patrons, guests, licensees, invitees or assigns, at or related to the Show, including but not limited to, any such costs in connection with the violation of any laws or regulations, any off-site activities, any dangerous or hazardous matter, any damage, injury, or loss to persons and/or property and any costs, including attorney's fees, incurred by Show Management in connection with the enforcement of this Contract. Exhibitor covenants and agrees that if Show Management is made a party to any litigation commenced by or against Exhibitor or relating to this Contract or the exhibit space rented hereunder, then Exhibitor shall pay all costs and expenses, including attorneys' fees and court costs, incurred by or imposed upon Show Management.

FOOD AND ALCOHOL: Food and alcohol must be supplied and served by facility catering services only.

MARKETING COMMITMENT: Exhibitor agrees to promote 2019 Georgia Manufacturing Summit to their customers and prospects.

PAYMENT SCHEDULE:

- A 50% deposit of the total contracted space must accompany a signed contract. Contracts submitted after June 1, 2019 requires 100% payment.
 - All space charges must be paid in full by June 1, 2019. On June 22, 2019, a 5% late fee will be added to all unpaid balances.
 - On September 1, 2019 defaults in payment will result in space cancellation (subject to the cancellation fee schedule).
- No space will be reserved or assigned unless appropriate payment and signed contract are received by GMA.

EXHIBITION SPACE SPECIFICATIONS:

Tabletop Displays include a 2ft.x6ft.x30in. table. Maximum height of the display from the table surface is 5ft. and width cannot exceed 10ft. Space includes draped table, 2 chairs, waste basket, and company ID sign. UTILITIES ARE NOT INCLUDED. Height restriction is 8ft. UTILITIES AND BOOTH FURNISHINGS ARE NOT INCLUDED.

GMA'S ANTITRUST POLICY: The GMA is a for profit professional society dedicated to supporting Georgia's manufacturing community. The mission of GMA is to educate and serve the manufacturing community on manufacturing technologies, applications and safety. GMA serves and educates through conferences, symposia, publications and training courses. It is the policy of the GMA to comply with applicable federal and state antitrust laws. The fundamental objective of the antitrust laws is to protect and promote free and fair competition. The GMA supports the public policies embodied in these laws.

Through the adoption and issuance of the GMA's Antitrust Policy, GMA affirms its commitment to abide by the spirit and the letter of all antitrust laws. GMA board directors, officers, employees, conference exhibitors and sponsors along with their representatives are expected to follow the policy and guidelines contained herein as part of their ongoing obligations to GMA. This policy is intended to provide basic guidance on the antitrust laws that may be applicable to the activities of GMA. Legal counsel should be consulted in all cases involving specific situations or interpretations. Any director, officer or employee found in violation of this policy or the applicable antitrust laws will be subject to appropriate disciplinary action.

The antitrust laws can be of unclear applicability, and in certain circumstances unlawful agreements among competitors can be inferred from circumstantial evidence. Therefore, at all GMA-sponsored events, including executive and board, committee task force, and working group meetings, the following will not be discussed: current or future prices; what constitutes a "fair profit level"; possible increases or decreases in prices; standardization or stabilization of prices; pricing procedures or formulas; cash discounts; credit terms; confidential future marketing plans; allocation of customers or geographic division of markets; refusal to deal with a company because of its pricing or distribution practices; whether or not the pricing practices of any GMA participant are unethical or constitute an unfair trade practice; information concerning any individual member company's costs, profits, inventory, market share, or other commercial information of a non-public nature.

Company: _____ **Date:** _____
Authorized Representative: _____