1. Management: The International Association of Amusement Parks and Attractions ("Association" or "IAAPA") will conduct its annual expo in 2022 under the name "IAAPA Expo" (the "Event") at the Orange County Convention Center ("Event Facility") and appoints an official service contractor to provide all show services to exhibitors.

2. Exceptions to Rules and Regulations: Exceptions to certain provisions of these Rules and Regulations may be granted at IAAPA's sole discretion where requested in writing and received by IAAPA before August 5, 2022.

a. The request must include certificates of insurance from all agent representatives indemnifying the Association for liability resulting from such exception in limits satisfactory to IAAPA.

b. IAAPA reserves the right to deny exceptions at its sole discretion.

3. Third Party Obligations: IAAPA shall have no responsibility of any kind for the following:

a. performance or failure to perform by any contractor including the official Service Contractor;

b. performance or failure to perform services to the exhibitors, by the Event Facility.

4. Application for and Assignment of Space: Anyone desiring to exhibit must file a written application with the Association at IAAPA Headquarters, 4155 West Taft Vineland Road, Orlando, FL 32837 or utilize the online contract or fax.

a. Space will be assigned to conform as nearly as possible in size, price and location — subject to approval of the exhibitor sales team or space allocation committee.

b. The Association must receive exhibitor's disapproval of any space assignment in writing within 7 days after the date of postmark of the Association's assignment process.

c. Such rejection may be sent by e-mail to the Association, but will only be valid upon confirmation of receipt by the Association.

d. After April 13, 2022, written disapproval must be received by IAAPA within 3 days after the date of postmark of the Association's notice of space assignment. Such rejection may be sent by e-mail to the Association, but will only be valid upon confirmation of receipt by the Association. If no rejection is received by IAAPA within these periods, the exhibitor will be deemed to have accepted the space allocated.

e. The Association has the absolute right to allocate and assign space and exhibitors and to relocate exhibits after initial assignment.

5. Cancellation of Exhibit Space: The Association reserves the right to cancel any reservation not paid in full, to lease such space to another exhibitor, and to retain as liquidated damages any amounts already paid. IAAPA also reserves the right to reject any application, or cancel any contract or space for any reason. If any Exhibitor changes management or is purchased by another company/organization, this Contract becomes binding on such company/organization. Exhibitor agrees that payments or deposits made by exhibitor may be used toward satisfying any cancellation fees due to Association under this Contract.

In the event that an exhibitor cancels this Contract, or is unable to use the space after August 5, 2022, the Association shall retain as liquidated damages all amounts paid by such exhibitor. This includes company "no-shows" that do not occupy contracted on-site booth space. Upon receipt of cancellation notice from exhibitor, Association shall have no further obligations to the exhibitor under this Contract.

6. Cancellation Deadlines and Liquidated Damages:

a. US $200 – Written cancellation received by May 31, 2022.

b. US $500 – Written cancellation or space reduction received by June 1, 2022 through July 1, 2022.

c. 50% of the total space cost for any cancellation or space reduction received in writing by July 2, 2022 through August 5, 2022.

d. 100% of the total space cost for any cancellation or space reduction received in writing after August 5, 2022.

7. Administrative Fees for Booth Changes and Moves: Upon receipt and approval of a booth change or move request, the Association may charge administrative fees as follows:

a. US $200 for requests submitted through July 1, 2022.

b. 50% administrative fee for any reductions of original contracted space after July 2, 2022.

8. Cancellation or Postponement of Event: It is mutually agreed that, in the event that the Event is cancelled for any reason, then and thereupon this Contract will be automatically be terminated and IAAPA management will determine an equitable basis for the refund of a portion or all of the exhibit fees, after due consideration of expenditures and commitments already made.

9. Compliance with Rules and Regulations: Exhibitor hereby agrees to be bound by all IAAPA and Event Facility rules and regulations outlined here, in the Exhibitor Services Guide, and any additional rules, regulations, and information as may be adopted by IAAPA or the Event Facility. Exhibitor further agrees to adhere to and be bound by (i) all applicable fire, utility, and building codes and regulations of the Event Facility; (ii) any rules or regulations of said Event Facility; (iii) the terms of all leases and agreements between IAAPA and the managers or owners of the Event Facility; (iv) the terms of any and all leases and agreements between IAAPA and any other party relating to the Event; and (v) all Federal, State, and local laws, codes, ordinances and rules; without limiting the foregoing, exhibitor shall construct its displays to comply with the Americans with Disabilities Act. Exhibitor shall not, nor shall exhibitor permit others to, do anything to its exhibit space or do anything in the Event Facility that would cause a difference in conditions from those previously approved by the insurance carriers of IAAPA, or the owners or managers of the Event Facility, which will in any way increase premiums payable by any of said parties, and exhibitor shall be responsible for any such increase resulting from violation of this section. IAAPA will not interpret laws, regulations and ordinances for any exhibitor.

10. Specific Policies:

a. All exhibitors must adhere to all rules and regulations pertaining to displays and product as outlined in IAAPA Booth Specifications and diagrams included in the Exhibitor Services Guide.

b. Exhibit activity or soliciting by any non-exhibiting firm or person on the trade show floor and/or on any property under the supervision or under the contract of the Association during the trade show is strictly prohibited.

c. Exhibitor agrees to keep exhibit properly staffed and intact during show hours.

d. Early dismantle of booth space is strictly prohibited.

e. No cash and carry sale of goods as in a retail setting is permitted from an exhibit booth or in the Event Facility.

f. No food or beverages may be sold on the premises, although samples may be given away in limited portions. See the Exhibitor Services Guide published online for further details.

g. IAAPA reserves the right in its sole judgment to prohibit or close any display or activity because of noise, odors, or other disturbing features that may be offensive to other exhibitors or attendees. Furthermore, this discretionary right of IAAPA applies to any demonstration or activity by any exhibitor that results in obstruction of booth line-of-sight and/or access to a nearby exhibitor's booth by either attendee/buyers or exhibitors.

h. Exhibitors demonstrating amusement rides and/or offering rides to show attendees or guests are solely responsible for compliance with all federal, state, and local laws and regulations governing the operation of rides, and for securing in advance all approval necessary to demonstrate and offer rides during the show dates.

i. All personnel working in an exhibit booth must be employees of the exhibiting company.

j. Each exhibiting company receives five (5) exhibitor staff badges for the first booth of 100 net square feet and two additional badges for each increment of 100 net square feet up to a maximum of 50 badges per booth.

i. Additional badges are at the prevailing member/non-member rate. Booth personnel must show company business card for admission.

ii. Lost badges and tickets must be repurchased at the full value.

iii. IAAPA will charge the exhibitor a US $150 penalty per exhibitor staff badge used by a non-exhibiting attendee.

k. Booth personnel must display their badges at all times.

l. No exhibitor is allowed to assign, sublet, or apportion the whole or any part of the space allotted or exhibit any goods other than those manufactured or sold in the regular course of business by the exhibitor.

m. Exhibit seniority is tied to a company, not an individual. Seniority is considered an asset during a merger and/or acquisition. A company must provide official documentation showing proof of ownership to IAAPA.

n. An exhibiting company may co-locate with another company if they have 51% or greater ownership. Proof of ownership must be provided to IAAPA prior to assignment.

o. An exhibiting company's booth must be branded with contracted exhibitor's name/logo. Proof of the sales agreement must be provided to IAAPA upon request.

p. An exhibiting company can promote a third-party company's product/service in their booth if they are at least a minority stakeholder in the third-party company's product/service or are a distributor for the third-party company. Only the third-party product/service can be promoted in the booth and may not be the sole product/service being promoted. The third-party company name/logo cannot be displayed as an exhibitor.

q. Exhibitors are prohibited from engaging in an exhibit activity in any space other than that which has been contracted.

r. "Suitcasing." Please note that while all Event attendees are invited to the exhibition, any attendees who are observed to be soliciting business in the aisles or other public spaces or in another company's booth will be asked to return their badges and to leave the show floor immediately. Violators will not be allowed to return to the show and no refunds will be made. Additional penalties may apply. IAAPA asks that both attendees and exhibitors report any violations they may observe to the Show Office.

s. "Outboarding." Outboarding is defined as marketing, sales, and hospitality events conducted by exhibitors and others capitalizing on the presence of buyers and/or sellers attending the original show without previously notifying the original show organizer and finalizing an arrangement that benefits both parties. This practice is considered unethical. It includes practices such as "coat-tailing," "piggy-backing," co-location of events, and large-scale hospitality events, particularly during show hours.

t. Exhibitor literature and printed materials, including trade publications, may only be distributed from within an exhibitor's booth space and may not appear in any other public space of the Orange County Convention Center or that of the contracted IAAPA hotels. Certain sponsoring opportunities are exempt from this rule.

u. Exhibitors with products, the sale of which may be illegal in certain jurisdictions, must display a sign in their booth space to that effect.

v. Manufacturers and other exhibitors of equipment that may be considered to be gaming equipment, devices or other products are responsible for determining that they can legally exhibit such items in Florida and Orlando.

w. Exhibitors are responsible for any damage done by them or their employees.

i. No nails, bolts, tacks, or screws shall be driven into the wall, woodwork, or floor of the Building. No staking is permitted in the parking lots.

ii. The use of flammable substances as decorative materials is prohibited.

iii. All decorative fabrics must be flame proofed in accordance with City and Exhibit fire regulations.

iv. No gasoline, kerosene, acetylene or other flammable or explosive substances are permitted in the building.

x. Exhibitors using grease or oil in the preparation of food must utilize cooking hoods to prevent splatter.

y. Booth must be set up and complete for inspection and the surrounding aisles clear of exhibitor's equipment and debris no later than 5:00 p.m. Eastern Standard Time (17:00) on November 14, 2022.

z. Exhibitor warrants and represents that the Exhibit and all related materials, including but not limited to photographs, written materials, and display models (collectively, the "Exhibit"), does not violate any proprietary or personal rights of others (including, without limitation, any copyrights, patents or privacy rights); that the Exhibit constitutes the Exhibitor's own original work or property, or that the Exhibitor has permission from the rightful owner to use such work or property. The Exhibitor agrees to indemnify and hold harmless IAAPA, its officers, directors, members, assignees, and agents, from and against any and all claims, actions, losses, demands, costs, attorneys' fees and all other expenses relating or incidental to, or arising directly or indirectly from, the inaccuracy or breach of any of the warranties and representations contained in this Section.

11. Data Protection:

a. For the purposes of this Agreement, the following terms shall have the following meanings:

i. "Privacy Legislation" means all laws and regulations, including (without limitation) the laws and regulations of the European Union, the European Economic Area and their member states, which are applicable to the processing of Personal Data under this Agreement, including (without limitation) the EU General Data Protection Regulation (2016/679) ("GDPR"); and

ii. "Data Controller", "Data Subject(s)" and "Personal Data" each have the meanings given to them in the GDPR.

b. The parties acknowledge and agree that each party shall be a separate Data Controller in respect of the Personal Data received from the other party and processed in relation to this Agreement and each party shall be responsible for its compliance with the Privacy Legislation. The parties shall process the Personal Data received from the other party in accordance with its applicable privacy notice and the Privacy Legislation.

c. Should Exhibitor transfer Personal Data to IAAPA, Exhibitor represents, warrants and guarantees that (i) the Personal Data has been collected in strict compliance with the applicable Privacy Legislation; (ii) it has properly notified the Data Subjects concerned that their Personal Data may be transferred to third parties including IAAPA; and (iii) Exhibitor has all necessary rights to transfer the Personal Data to IAAPA and such transfer of the Personal Data is and shall be in compliance with the applicable Privacy Legislation.

d. To the extent IAAPA processes Personal Data in a territory outside of the European Economic Area that does not provide adequate protection for Personal Data (as determined by applicable Privacy Legislation) the parties hereby enter into the Standard Contractual Clauses (controller to controller transfers) as approved by the European Commission on 27 December 2004, as amended, superseded or replaced from time to time ("SCCs"), which are incorporated by reference in, and form an integral part of, this Agreement, in respect of any transfer of Personal Data from Sponsor (as "data exporter") to IAAPA (as "data importer") where such transfer would be prohibited by applicable Privacy Legislation (or by the terms of data transfer agreements put in place to address the data transfer restrictions of applicable Privacy Legislation) in the absence of SCCsWith respect to Article II (h) of the SCCs, IAAPA will process Personal Data in accordance with the data processing principles set forth in Annex A to the SCCs. The SCCs shall come into effect on the commencement of a relevant transfer as described in this item d.

e. Exhibitor agrees and acknowledges that any data other than Personal Data, which IAAPA has obtained from Exhibitor, may be freely shared with and transferred to IAAPA and IAAPA's affiliates and any third party for commercial purposes unless Exhibitor has specified to the contrary in writing stating what data may not be so shared or transferred.

f. Exhibitor acknowledges and agrees that its use of the Internet access and Wifi service provided by the Event Facility shall be in compliance with the applicable terms and conditions of use and that it will abstain from sending or receiving any message, data, file, content or signal which is in breach of law and order, common morality, legislation on press infringements, applicable

Privacy Legislation, Internet copyright protection law, laws on the protection of minors, trade secrets, private correspondence or private information on the Internet.

g. Exhibitor understands and expressly acknowledges it has been informed that its rights, and those of any third party users who log on and use the Internet access and Wifi service provided by the Event Facility, to access, modify, delete or object to the processing of Personal Data and to the transmission thereof to any third parties, shall be exercised in accordance with the applicable Privacy Legislation and the legislation applicable in the United States of America.

12. Liability, Hold Harmless and Indemnification: Exhibitor agrees that neither the Event Facility nor the Association shall be liable for any claims, losses, damages, death, injuries or liability which may be sustained by any person who may be on the premises leased by or assigned to the exhibitor, (including but not limited to) any agent, employee, representative or guest of the exhibitor, or any other person or entity.

The exhibitor agrees that it will hold harmless and indemnify the Event Facility and the Association from any and all claims, including third party infringement claims, losses, damages, death, injuries or liability whatever (including without limitation, reasonable attorney's fees and costs) whether to property, person or otherwise, that arise in whole or in part from the omissions or willful misconduct or breach of this Contract by exhibitor, or its agents, employees, representatives, guests or invitees related to or arising in connection with exhibitor's performance under this Contract.

In no event will IAAPA be liable to the exhibitor, whether in contract or tort, for any amount in excess of the exhibit space rental fee in relation to any damages, including lost profits, arising out of or relating to the IAAPA Event, the rental of exhibit space, the conduct of IAAPA, any breach of this Contract, or any other act, omission, or occurrence. In no event shall Association be liable, whether in contract or tort, for any indirect, consequential, exemplary, punitive or special damages or awards.

13. Insurance: At the time of making the final payment for space under this Contract, and before beginning any work or efforts in connection with the Event, every exhibitor shall carry general liability insurance and name "IAAPA, Freeman, Orange County Convention Center, its entities, subsidiaries, agents, representatives, officers, staff, volunteers and employees" as additionally insured. The exhibitor's policy must include special events, and must be primary as to any other valid and collectible insurance, but only as to the acts of the named insureds. The exact show dates including move-in and move-out must be included on this certificate, as well as policy numbers, effective dates, and limits. All policies shall evidence insurance written by a carrier licensed to do business in the country in which the Event is held. Minimum limits required to be carried by exhibitors displaying amusement rides and/or mechanical, electrical or other devices or displays involving audience participation, and any exhibitors using flammable materials or cooking equipment must carry a minimum US$2 million per occurrence and have a total combined aggregate policy of US$3 million. Certificate must read "Coverage for participants is not excluded." All other exhibitors are required to carry a minimum US$1 million per occurrence and US$2 million general aggregate. In addition, all exhibitors are recommended to obtain a minimum of US$300,000 fire damage, US$10,000 medical expenses, US$1 million personal and advertised injury and US$2 million products and completed operations policy. The coverages and limits set forth are considered minimum requirements and in no way limit the liability of the exhibitor. Notwithstanding the above minimums, IAAPA reserves the right to require an insurance policy in excess of the amounts stated. The compulsory insurance fee to be paid with the contract is a supplemental policy IAAPA is taking out on behalf of the exhibitor.

14. Obligations At End of License: Before the termination of the license period, license period being from 8:00 a.m., November 10-20, 2022, exhibitor shall vacate the Event Facility and the facilities and return the equipment in the same condition and repair as originally furnished to the exhibitor, normal wear and tear excepted. In the event the Event Facility or the facilities are not so vacated, then the Association and/or the Orange County Convention Center is authorized, at the expense of the exhibitor, to remove and store or return to exhibitor, or unless the exhibitor's failure is due to an event beyond the control of the exhibitor such as strikes or Acts of God, to treat as abandoned and discarded property and dispose of all goods, wares, merchandise and property of the exhibitor. The Association and/or the Orange County Convention Center shall not be liable for any damages or loss to such goods, wares, merchandise or other property which may be sustained either in the course of such removal, or in the course of transit, or by virtue of the Association's and/or the Orange County Convention Center's disposal of the property. The exhibitor hereby expressly releases Association and/or the Event Facility from any such claims for damages of whatsoever kind or nature.

15. Security: Neither the Association nor the Event Facility shall be in any way liable or responsible for any loss or disappearance of any object, item, good or materials of any kind, from exhibitor's booth space or from the Event Facility, except for such loss or disappearance as is due to intentional and tortuous theft committed by the employees of the Association or the Orange County Convention Center. The Association and the Orange County Convention Center provide certain security services, including providing advice on security measures, as a convenience to exhibitors, but the responsibility for the security and safety of an exhibitor's area, product, and property rests solely with the exhibitor.

16. Miscellaneous: The above rules and regulations are all deemed to be of the essence of this Contract. A material breach of any of them shall be deemed a breach of Contract entitling IAAPA to immediately cancel the exhibitor's Contract. Upon cancellation, IAAPA may take possession of the exhibitor's space, remove all person and properties of the exhibitor and hold the exhibitor accountable for all risk expense incurred in such removal. The Association reserves the right to make any changes necessary for the best interest of the trade show.

17. IP Enforcement Policy: In an effort to ensure any claims or disputes by exhibitors at the Event (or in the time period prior to the Event) are handled in a nondisruptive manner, the Association hereby agrees to provide all exhibitors at the Event with the services of an intellectual property mediator ("IP Mediator"). At the Event and in the time period leading up to the Event, IP Mediator will provide assistance to exhibitors by evaluating potential intellectual property infringement claims and will work closely with the Association to issue any Sanctions (as defined below), if necessary.

The Exhibitor understands and agrees that the IP Mediator is a neutral party enlisted to mediate and settle disputes between exhibitors related to intellectual property or proprietary rights, as well as any violation of the Rules. Exhibitor understands and agrees that all decisions made by the IP Mediator are final, and shall not be subject to appeal or challenge.

The Exhibitor understands and agrees that, at the Event and in the time period leading up to the Event, any exhibitor ("Complaining Exhibitor") may lodge with IP Mediator a complaint against any other exhibitor ("Defending Exhibitor"), which after investigation may result in the Sanctions by the IP Mediator or the Association at the Event. IP Mediator's evaluation of such a complaint will be free of charge to the Complaining Exhibitor. Exhibitor understands and agrees that the enforcement action or sanctions ("Sanctions") shall be issued by IP Mediator and/or the Association in their sole discretion and may include but shall not be limited to: (i) the removal of any item, product, catalog, photograph or image (whether in digital or print) material, URL, product or device ("Exhibitor Content"); (ii) the shutdown of an exhibitor's booth at the Event; (iii) restrictions on access or services provided by the Association; (iv) a loss of membership to the Association; or (v) a ban from any future show or event.

The Exhibitor understands and agrees that any determination by IP Mediator and/or the Association to issue any Sanctions is not a legal determination that any intellectual property infringement or violation has occurred; instead, Sanctions shall be issued (i) to enforce the rules and guidelines at the Event, including the Rules; (ii) when IP Mediator believes that the display of any Exhibitor Content is potentially infringing on another exhibitor's intellectual property or proprietary rights; or (iii) when IP Mediator and/or Association believes the display of any Exhibitor Content is disruptive to the Event.

In exchange for being permitted to exhibit at the Event and also for the services described above, Exhibitor agrees as follows:

a. That Association is not responsible or liable for any claimed or recognized violations of the Exhibitor's intellectual property or proprietary rights, including any claims for trademark, copyright or patent infringement or any claims of counterfeiting or other violations of proprietary rights.

b. That the Exhibitor will abide by any and all intellectual property laws, rules or guidelines, including the Rules, whether imposed by national or local laws or by the Association as part of its ownership and/or management of the Event.

c. That the IP Mediator and the Association have no obligation to enforce or act on the behalf of the Exhibitor and that both IP Mediator and Association may, in their sole discretion, determine whether to issue Sanctions or take any action in any case, depending on the facts presented by the Complaining Exhibitor. Nothing herein obligates IP Mediator or Association to take any action or issue any Sanctions.

d. Not to display Exhibitor Content that violates or potentially violates the intellectual property or proprietary rights of another exhibitor at the Event or that is otherwise disruptive to another exhibitor. Exhibitor hereby further agrees that the Association and/or its IP Mediator may determine — in their sole and complete discretion — whether to issue the Sanctions described herein.

e. To comply with any Sanctions issued by IP Mediator and/or the Association. Exhibitor further understands that its refusal to comply with any issued Sanctions may result in further action by Association, which may include the issuance of additional Sanctions or another action as determined by Association in its sole discretion.

f. That a failure by Exhibitor to abide by any Sanctions imposed by IP Mediator and/or the Association may lead to additional Sanctions imposed by Association.

g. That any claim of infringement made to IP Mediator or the Association shall be made with the good faith intent to enforce owned or licensed intellectual property or proprietary rights, and not solely in an effort to disrupt or impact another party's ability to operate.

h. EXHIBITOR AGREES TO RELEASE AND HOLD HARMLESS THE ASSOCIATION, IP MEDIATOR,AND THEIR AGENTS, CONTRACTORS, AND SERVICE PROVIDERS, (COLLECTIVELY, THE "RELEASED PARTIES") FOR ANY CLAIMS, DEMANDS, OR LIABILITIES RELATED TO: (i) A CLAIM OR DETERMINATION THAT A VIOLATION OF THE RULES HAS OCCURRED; (ii) A CLAIM OR DETERMINATION THAT ANY EXHIBITOR CONTENT IS INFRINGING, POTENTIALLY INFRINGING, OR OTHERWISE DISRUPTIVE TO THE EVENT; OR (iii) ANY OTHER CLAIM OR DETERMINATION ISSUED BY THE IP MEDIATOR, ITS AGENT OR CONTRACTOR, OR THE ASSOCIATION RELATED TO ACTIVITY AT THE EVENT. TO BE CLEAR, SUCH RELEASE OF LIABILITY WILL INCLUDE ANY CLAIMS OF TRADE LIBEL, DEFAMATION, UNFAIR COMPETITION, OR NEGLIGENCE RELATED TO ANY DETERMINATION MADE AT THE EVENT BY THE RELEASED PARTIES.

i. To indemnify, hold harmless and defend the Released Parties from any claims, losses, damages or liability that may result from the Association or IP Mediator's enforcement of this IP Enforcement Policy.

j. That it will accept and not seek to challenge, modify or overturn any resolution made by IP Mediator or the Association, including the issue of any Sanctions.

18. Severability. If any provision of the Rules is held to be illegal, invalid, or unenforceable under the present or future laws, then such provision shall be fully severable, and the Rules shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of the Rules and the remaining provisions of the Rules shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from the Rules.

19. Disputes. Exhibitor hereby agrees that the exclusive jurisdiction for any dispute, claim, or demand related in any way to the enforcement or construction of the Rules will be decided by binding arbitration. Specifically, all disputes between Exhibitor and Association shall be submitted to Judicial Arbitration and Mediation Services, Inc. ("JAMS") for binding arbitration under its rules then in effect in the Orlando, Florida, USA area, before one arbitrator, to be mutually agreed upon by both parties. The parties agree to share equally in the arbitration costs incurred. It is the intention of the parties that all questions with respect to the construction and enforcement of the Rules and the rights and liabilities of the parties hereto shall be determined in accordance with the laws of the State of Florida, USA.

20: Health and Safety Guidelines: All attendees and exhibitors must comply with the IAAPA Health and Safety Guidelines which will be distributed at least 30 days prior to the event. The Health and Safety Guidelines will include items such as crowd and booth density, physical distancing, temperature and/or COVID-19 screening, face covering requirements, etc.