



IAAPA Expo Europe 2021 • Barcelona, Spain, 28-30 September 2021

Exhibit Contract for Trade Show

IAAPA Europe IVZW
Steenvoordestraat 184
9070 Heusden, Belgium

Office: IAAPA EMEA - Exhibit Sales
WeWork, 4 Sint-Lazaruslaan, Sint-Joost-ten-Node
B-1210 Brussels, Belgium

For More Information, Contact One of Our IAAPA Global Office Locations:

EMEA Sales Office Phone: +32 2 790 6018 Fax: +43 221630096
U.S. Sales Office Phone: +1 321/319-7600 Fax: +1 321 319 7645
Asian Sales Office Phone: +852 2538 8277 Fax: +852 2538 8908
Website: www.IAAPA.org
E-mail: exhibitsales@IAAPA.org

1. COMPANY AND CONTACT INFORMATION Classification(s): Agent Consultant Manufacturer Supplier

Company: _____ IAAPA Member ID: _____
Address: _____ Year of opening business: _____
For receipt of show information and materials (Please DO NOT use PO Box)
City: _____ State: _____ Zip/Postal code: _____ Country: _____
Phone: _____ Fax: _____ Registered VAT: _____
Mr./Mrs./Ms.
Full Name: _____ Professional position: _____
E-mail: _____ Website: _____

2. CONTACT INFORMATION AS IT SHOULD APPEAR IN SHOW GUIDE (IF DIFFERENT FROM ABOVE)

Company name: _____ Address: _____
City: _____ State: _____ Zip/Postal code: _____ Country: _____
Contact person: _____ Phone: _____ Fax: _____
Email: _____ Website: _____

Exhibitor Acceptance: I, the duly authorized representative of the organization shown, on behalf of said organization, request and agree to pay for exhibit space as assigned and accepted, and subscribe and agree to all the terms rules and regulations, conditions, authorizations, addendums, and covenants, contained in this Contract for Trade Show Space and Services and in the Exhibitor Services Guide which follows and is incorporated in this contract by reference. All exhibitors must provide IAAPA Europe IVZW with a certificate of insurance. No gambling or gaming devices allowed on show floor.

Authorized Signature: _____ Date: _____
Print name: _____ Title: _____

3. CONTRACT REQUIREMENTS - Contracts cannot be processed without this information

Exhibit Halls: Total Square Meters Requested: _____ Height: _____ Width: _____ Depth: _____
Preferred Booth Choices: 1st _____ 2nd: _____ 3rd: _____ 4th: _____
Companies you DO want to be near: _____
Companies you DO NOT want to be near: _____

What product or service do you provide to the industry? _____ New product: Yes No

I am interested in advertising options, please contact me.

I am interested in sponsorship at IAAPA Expo Europe, please contact me.

4. BOOTH RATES (in € /Euro) - Rates subject to change, rates do not include 21% Belgian VAT

Exhibit Halls

€ 297.00 / sqm Standard Member Rate (Space Only); € 420.00 / sqm Standard Member Rate (Shell Scheme)

€ 375.00 / sqm Nonmember Rate (Space Only); € 505.00 / sqm Nonmember Rate (Shell Scheme)

Corner booths are available only for those companies purchasing 36 square meters or more unless smaller corner locations may become available due to previous booth assignments, building structures or along the perimeter of the hall. Each exhibitor is required to pay € 121.00 per open corner.

Exhibitors who contract a 3m deep booth are limited to a height of 2,5m regardless if they book Space Only or Shell Scheme.

Shell Scheme Rate includes wall panels, carpet, company name board, 3kW power supply, 3 spotlights and one socket

5. PAYMENT INFORMATION - Fees DO NOT include 21% Belgian VAT which is applicable to all Belgian exhibitors and European exhibitors who do not possess a valid VAT number and will be indicated on your invoice.

Exhibit halls
Total Square Meters – Standard Member Rate _____ x € 297,00 rate = _____
Total Square Meters – Standard Member Rate with Shell Scheme _____ x € 420,00 rate = _____
Total Square Meters – Nonmember Rate Space Only _____ x € 375,00 rate = _____
Total Square Meters – Nonmember Rate Shell Scheme _____ x € 505,00 rate = _____
Number of open corners: _____ x € 121,00 = _____
Compulsory insurance fee: _____ x € 78,00 = _____

Payment Deadlines:

First 25% due by 27 November 2020

Second 25% due by 19 February 2021 (total deposit due 50%)

Final 50% due by 02 June 2021 (total deposit due 100%)

Please note: Exhibitors who will exhibit at the membership rate, must pay the IAAPA 2021 Membership fee together with the first trade show payment.

Total cost excluding 21% Belgian VAT = _____
Membership 2021 at € 530,00 rate = _____
Membership Renewal 2021 & 2022 at € 900,00 rate = _____
TOTAL AMOUNT = _____

To Pay by Wire Transfer - follow all directions below:

To do a wire transfer, you will need the following information

IAAPA EUROPE IVZW

BELFIUS Bank, Account #068-241-3718-94

IBAN #BE87-0682-4137-1894 Swift Code (if needed): GKCCBEBB

Please identify company and member ID, send proof of payment to

ExhibitSales@IAAPA.org. Payment may not be properly applied if copy of wire transfer is not faxed or emailed.

6. MANUFACTURER/SUPPLIER/CONSULTANT MEMBERSHIP INFORMATION € 530,00

Any person or corporation engaged in consultancy services, manufacturing of selling equipment, services, or supplies to the amusement industry is eligible for membership. Dues are for a calendar year (January to December). IAAPA requires its members to observe a code of conduct outlining responsibilities:

1. lease identify company and member ID. Send a proof of payment to EMEA@IAAPA.org
Payment may not be properly applied if copy of wire transfer is not faxed or emailed.
2. To provide clean, wholesome, and safe entertainment for their guests, maintaining the highest standards in quality and service.
3. To conduct their businesses on the highest plane of integrity, honesty, and social responsibility.
4. To foster and maintain a spirit of cooperation and fair dealing for buyers and sellers, maintaining the principles of confidentiality, intellectual property protection, and agreed contractual terms.
5. To Establish and maintain cordial and respectful relations with their fellow members worldwide.

Please note that IAAPA's Code of Conduct and membership policies outline a procedure to address allegations of intellectual property violations. I have read the IAAPA Member Code of Conduct. To the best of my knowledge, the information contained in the application is true, complete, correct, and is made in good faith. I understand that IAAPA reserves the right to verify any or all of the information on this application.

Signature: _____

IAAPA Expo Europe 2021 Rules and Regulations

1. Management: IAAPA, the Global Association for the Attractions Industry, hereinafter the "Organizer" or "IAAPA" or "IAAPA Europe IVZW" or the "Association," will conduct the IAAPA Expo Europe 2021 ("Event") at Fira Barcelona Gran Via and appoints official service contractors to provide all show services to exhibitors. IAAPA Europe IVZW (KBO875.837.0510) is the organizer based and incorporated in Belgium. The official IAAPA Europe IVZW address is Steenvoordestraat 184, 9070 Heusden, Belgium, Tel.: +32 9 272 75 75, Fax: +32 9 252 16 01. This Agreement is governed by the law of the country of the seat of the Organizer. Any dispute of conflict relating to this Agreement or its executions shall belong to the exclusive jurisdiction of the courts of the city of the seat of the Organizer.

2. Exceptions to the Rules and Regulations may be granted at IAAPA's sole discretion where requested in writing are received by IAAPA no later than June 28, 2021. The request must include certificates of insurance from all agent representatives indemnifying the Association in limits satisfactory to the Organizer, a description of the work to be done and personnel to be used. IAAPA Europe IVZW 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 contractors and Fira Barcelona Gran Via.
- b. cancellation or delay of the show due to acts of God, war, government regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control and Prevention, or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, disaster, acts or threats of terrorism, fire, strikes, civil disorder, or other similar cause beyond the control of IAAPA, where any of those factors circumstances, situations, or condition or similar ones make it, in IAAPA's judgment, inadvisable, commercially impracticable, illegal or impossible to hold the Event.
- c. IAAPA's liability for cancellation for any reason shall be limited to any amounts paid by exhibitor pursuant to this Agreement.

4. Application for and Assignment of Space: Anyone desiring to exhibit must file written application with the IAAPA Europe IVZW, Steenvoordestraat 184, 9070 Heusden, Belgium 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.
- b. IAAPA must receive exhibitor's disapproval of any space assignment in writing within 15 days after the date of postmark of IAAPA's booth confirmation notice.
- c. Such rejection may be sent by fax or e-mail to IAAPA Europe IVZW but will only be valid upon confirmation of receipt by IAAPA Europe IVZW.
- d. IAAPA has the absolute right to allocate and assign space and exhibitors and to relocate exhibits after initial assignment.

5. Cancellation of Exhibit Space:

IAAPA 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, for 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 June 2, 2021, 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 written cancellation notice from exhibitor, Association shall have no further obligations to the exhibitor under this Contract.

6. Cancellation Deadlines and Liquidated Damages

There is a 14-day cooling-off period from the date of signature, where exhibitors can cancel this Agreement for 2021 and receive a full refund. After such time, the following liquidated damages will apply:

- a. 50% of the total booth fees for any written cancellation/reduction received after February 19, 2021.
- b. 100% of the total booth fees for any written cancellation/reduction received on or after June 2, 2021.

In addition, and regardless of date of cancellation, exhibitors who have rolled over their contracts and/or funds from IAAPA Expo Europe 2020 London to 2021 Barcelona will be subject to a cancellation/IAAPA Expenses fee of 7% of the contracted amount for IAAPA Expo Europe London 2020.

All cancellations must be given in writing to IAAPA via an email to ExhibitSales@IAAPA.org or by sending a registered mail to IAAPA offices in Brussels. IAAPA EMEA, Avenue Louise 65, Box 11. B-1050 Brussels, Belgium

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: €200,00 for requests for booth move or changes.

8. Cancellation of or Change to Event:

It is mutually agreed that, in the event that the Event is canceled for any reason, then and thereupon this Contract will be automatically 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. IAAPA may postpone the Event, or decide to hold all or part of the Event virtually, for any reason, and Exhibitor acknowledges and agrees that in such an event, the Agreement shall remain in full force and effect for the virtual Event or the new Event dates. The parties acknowledge and agree that IAAPA shall not be in breach of this Agreement by virtue of the cancellation or postponement of the Event, or the decision to hold all or any part of the Event virtually.

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 of Spain, codes, ordinances and rules; without limiting the foregoing exhibitor shall construct displays to comply with the Disabilities Act. Exhibitor shall not, nor shall exhibitor permit others to do anything to its exhibit space or do anything in the Event Facility which 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: All exhibitors must adhere to all rules and regulations pertaining to displays and product as outlined in IAAPA Expo Europe Booth Specifications and diagrams.

- a. Exhibit activity or soliciting by any non-exhibiting firm or person on the tradeshow floor and/or on any property under the supervision or under the contract of the Association during the tradeshow is strictly prohibited.
- b. Exhibitor agrees to keep exhibit properly staffed and intact during show hours.
- c. Early dismantle of booth space is strictly prohibited.
- d. No cash and carry sale of goods as in are tail setting is permitted from an exhibit booth or in the Event Facility.
- e. 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 on the World Wide Web for further details.
- f. IAAPA Expo Europe reserves the right in its sole judgment to prohibit or close any display or activity because of noise, odor, or other disturbing features or which may be offensive to other exhibitors or attendees. Furthermore, this discretionary right of IAAPA Europe applies to any demonstration or activity by any exhibitor resulting in obstruction of line-of-sight and/or access to a nearby exhibitor's booth by either attendee/buyer of exhibitors.
- g. Exhibitors demonstrating amusement rides and/or offering rides to show attendees or guests are solely responsible for compliance with all 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.
- h. Personnel working in an exhibit booth must be employees of the exhibiting company.
- i. Each exhibiting company receives four (4) exhibitor staff badges for the first booth of 9 square meters and four (4) additional badges for each increment of 9 square meters up to a maximum of 50 badges per booth. Additional badges cost €40,00 per badge. Booth personnel must show company business card for admission. The replacement fee for a lost badge is € 40,00. Proper identification is required to replace a lost badge. No refunds will be made if a lost badge is found/returned.
- j. Booth personnel must always display their badges.
- k. No exhibitor is allowed to assign, sublet, or apportion whole or any part of space allotted or exhibit any goods other than those manufactured or sold in the regular course of business by the exhibitor.
- l. Exhibitors are prohibited from engaging in an exhibit activity in any space other than that which has been contracted.
- m. "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.
- n. "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.
- o. 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 Fira Barcelona Gran Via or that of the contracted IAAPA hotels. Certain sponsoring opportunities are exempt from this rule. Demonstrations, sales activities and giveaways must take place within the exhibitor's booth space. Distribution of materials and sales efforts may not take place in the aisles or any other location outside the contracted booth space. This policy is strictly enforced! Companies found breaking these rules may have their booth at IAAPA Expo Europe 2021 shut down, may forfeit accumulated priority points and could be suspended from future exhibiting.
- p. Exhibitors are responsible for knowledge of and compliance with all laws, regulations, and ordinances that may apply to any exhibit. These include but are not limited to any venue laws and laws in Spain, regulations and ordinances. IAAPA will not interpret laws, regulations and ordinances for any exhibitor. Exhibitors with products, the sale of which may be illegal in certain jurisdictions, must display a sign in their booth space to that effect.
- q. Exhibitors are responsible for any damage done by them or their employees.
 - No nails, bolts, tack or screws shall be driven into the wall, wood work or floor of the building.
 - The use of flammable substances as decorative materials is prohibited. All decorative fabrics must be flame proofed in accordance with the city and exhibit fire regulations.
 - No gasoline, kerosene, acetylene or other flammable or explosive substances are permitted in the building.
 - Exhibitors using grease or oil in the preparation of food must utilize cooking hoods to prevent splatter.
- r. Booth must be set-up and complete for inspection and the surrounding aisles clear of exhibitor's equipment and debris no later than 17:00h CET, on Monday, 27 September 2021.
- s. 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 with-out 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. Photography and Videography:

IAAPA reserves the right to take, record, and use photographs, motion pictures, recordings, or any other records of the Expo for any legitimate purposes, including commercial advertising.

12. Data Protection:

- a. Organizer, in its capacity as a data controller, including relating to its register of contacts for the IAAPA Expo Europe, will process personal data transferred by the Exhibitor solely for purposes related to the performance of this Agreement and, where applicable, any other agreement also entered by Exhibitor with Organizer. Organizer commits to always process such personal data (the "PD"), including sharing the PD and/or transferring the PD outside the European Economic Area ("EEA"), in accordance with its valid and applicable Privacy Policy (<http://www.iaapa.org/privacy-policy>) and applicable privacy legislation, including in particular the General Data Protection Regulation ("GDPR").
- b. Exhibitor in its capacity, as described in this Agreement, may also process PD related to data subjects as a controller of that data, for the purpose of carrying out its obligations under this Agreement. Exhibitor commits itself to always obtain and process the PD, including sharing the PD with Organizer and/or transferring the PD outside the EEA, in accordance with its applicable privacy notice and applicable privacy legislation, including in particular the GDPR.
- c. Should Exhibitor transfer third party PD to Organizer, Exhibitor guarantees that: (i) the PD has been collected in strict compliance with the applicable privacy legislation, (ii) it has properly notified the persons concerned that their PD may be transferred to third parties including the Organizer under this Agreement, and (iii) Exhibitor has all necessary rights to transfer the PD to Organizer and such transfer of the PD is and shall be in compliance with the applicable privacy legislation.

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- d. To the extent Organizer processes PD in a territory outside of the European Economic Area that does not provide adequate protection for PD (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 PD from Exhibitor (as "data exporter") to Organizer (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 SCCs. With respect to Article II (h) of the SCCs, Organizer will process PD 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 section.
- e. Exhibitor agrees and acknowledges that any data other than PD, which Organizer has obtained from Exhibitor, may be freely shared with and transferred to Organizer and Organizer'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 Fira Barcelona Gran Via 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, 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 Fira Barcelona Gran Via, 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 legislation applicable in Spain

13. Liability, Hold Harmless and Indemnification:

Exhibitor agrees that neither the Exhibit Hall nor the IAAPA Expo Europe Organizer 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 Exhibit Hall and IAAPA Europe IVZW 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 of willful misconduct or breach of this Agreement by Exhibitor, or its agents, employees, representatives, guests of invitees related to or arising in connection with Exhibitor's performance under this Agreement.

The parties agree that the total liability of IAAPA Europe IVZW to Exhibitor under this Agreement, whether in contract or tort, shall be the amount of the Exhibitor's fees paid to IAAPA Europe IVZW. In no event shall IAAPA be liable, whether in contract or tort, for any indirect, consequential, exemplary, punitive or special damages or awards.

14. Insurance

At the time of making final payment for space under this Agreement every exhibitor shall provide the Association with an original, signed insurance certificate and endorsement, naming IAAPA Europe IVZW and its affiliates, employees, officers, and directors, or its entities, subsidiaries, agents, representatives, officers, staff, volunteers and employees, "as additional insured under the exhibitor's general liability insurance policy. The exact show dates including move-in and move-out must be included on this certificate.

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 must carry a minimum €2,000,000 per occurrence and have a total combined aggregate policy of €3,000,000. Certificate must read: "Coverage for participants is not excluded". All other exhibitors are required to carry a minimum €1,000,000 per occurrence and €2,000,000 general aggregate. In addition, all exhibitors are recommended to obtain a minimum of €300,000 fire damage, €10,000 medical expenses, €1,000,000 personal and advertised injury and €2,000,000 products and completed operations policy. The coverages and limits set forth above are considered minimum requirements and in no way limit the liability of the exhibitor. Notwithstanding the above minimums, IAAPA Europe IVZW reserves the right to require an insurance policy in excess of the amounts stated.

15. Obligations at the end of License

Before the termination of the license period, license period being from 8:00 a.m. Friday, 24 September to 4 p.m. Friday, 01 October 2021, exhibitor shall vacate the exhibit hall 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 Exhibit Hall or the facilities are not so vacated, then IAAPA Europe IVZW and/or Fira Barcelona Gran Via 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. IAAPA Europe IVZW and/or Fira Barcelona Gran Via 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 IAAPA Europe IVZW's and/or Fira Barcelona Gran Via disposal of the property. The Exhibitor hereby expressly releases IAAPA Europe IVZW and/ or Fira Barcelona Gran Via from any such claims for damages of whatsoever kind or nature.

16. Security

Neither IAAPA Europe IVZW nor Fira Barcelona Gran Via shall be in any way liable or responsible for any loss or disappearances of any object, item, good or materials of any kind, from Exhibitor's booth space or from the exhibit hall, except for such loss or disappearance as is due to intentional and tortuous theft committed by the employees of IAAPA Europe IVZW or Fira Barcelona Gran Via. IAAPA Europe IVZW and Fira Barcelona Gran Via provide certain security services and including providing advice on security measures, as a convenience to Exhibitor's but the responsibility for the security and safety of an Exhibitor's area, product and property rests solely with the exhibitor.

17. Miscellaneous

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 Europe IVZW to immediately cancel the exhibitor's contract. Upon cancellation IAAPA Europe IVZW 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. IAAPA Europe IVZW reserves the right to make any changes necessary of any kind to the exhibit space for the best interest of the trade show. If a court here of holds any provisions invalid, all other provisions shall remain in full force and effect.

18. IP Enforcement Policy

To ensure any claims or disputes by exhibitors at the Event (or in the time period prior to the Event) are handled in a non-disruptive 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 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 LABEL, 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.

Jakob Wahl
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