

PPAI Expo Show Rules

The PPAI EXPO 2019 RULES AND REGULATIONS ARE AS FOLLOWS:

1. DEFINED TERMS

The term "Events" means The PPAI Expo, scheduled to be held on January 13-17, 2019, (the "Event Dates") at Mandalay Bay Convention Center (the "Exhibit Facility"). The PPAI Expo is owned, produced and managed by Promotional Products Association International ("PPAI"). As used hereinafter, the term "PPAI" means, collectively, Promotional Products Association International. The term "Exhibitor" means the company or person that applied for exhibit space rental and agreed to enter into this contract upon acceptance by PPAI in the manner stated below.

2. PURPOSE

Exhibit privilege for The PPAI Expo is open to North American Supplier and Business Services members who are in good standing with PPAI and current in payment of dues and all other charges invoiced by PPAI and have executed the exhibitor's contract. North American UPIC qualified nonmember companies may exhibit if they are in good standing with PPAI, have executed the exhibitor's contract and paid all related nonmember fees.

The primary purpose of The PPAI Expo, PPAI DECORATE, PPAI brand. and PPAI-sponsored shows is to provide distributors and qualified resellers exposure to suppliers' promotional products, premiums and business gifts and to provide appropriate educational forums and opportunities.

The secondary purpose of The PPAI Expo, PPAI DECORATE, PPAI brand. and PPAI-sponsored shows is to provide distributors (and their qualified designees), other members and resellers exposure to business services, products and equipment that facilitate and enhance the supply chain of suppliers' products through distributors to end buyers.

Equipment, machinery, parts or materials used in the production or decoration of promotional products, and exhibited for the purposes of distribution, sale or resale, may only be exhibited in a specifically designated area of The PPAI Expo. Such equipment, machinery, parts or materials are those typically used in the awards and recognition, decorated apparel and digital printing industries.

PPAI reserves the right to decline any request if it is not in the best interest, as determined by PPAI at its sole discretion, of The PPAI Expo, PPAI DECORATE, PPAI brand. or other PPAI sponsored shows. Exhibit locations within these areas are based on a priority point system.

3. CONTRACT ACCEPTANCE

This contract shall become binding and effective only when it has been signed by Exhibitor as provided herein, and accepted as valid by a duly authorized representative of PPAI. Evidence of contract acceptance will be a formal confirmation of assigned space and the related financial specifics. The final exhibit space and/or location may be different from the Exhibitor's requests.

4. ASSUMPTION OF RISKS; RELEASES

To the fullest extent permitted by law Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation at the Event(s), including, without limitation, all risks of theft, loss, harm, damage or injury to the person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise, except for losses, damages or liability proximately caused by PPAI's acts or omissions constituting gross negligence, theft or willful misconduct. Exhibitor has sole responsibility for its property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage area, including any subrogation claims by its insurer. Neither PPAI nor Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither PPAI nor the Exhibit Facility shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities described in this paragraph.

5. INDEMNIFICATION

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, FOR THE PPAI EXPO, EXHIBITOR SHALL INDEMNIFY, DEFEND (WITH LEGAL COUNSEL SATISFACTORY TO PPAI), AND HOLD PPAI AND ITS OFFICERS, DIRECTORS, AGENTS, AFFILIATES, REPRESENTATIVES, EMPLOYEES AND ASSIGNS (COLLECTIVELY REFERRED TO AS "PPAI" IN THIS INDEMNIFICATION PARAGRAPH) AND THE EXHIBIT FACILITY(S) HARMLESS FROM ANY CLAIMS, DEMANDS, SUITS, LIABILITIES, DAMAGES, LOSSES, COSTS, REASONABLE ATTORNEYS' FEES AND EXPENSES WHICH RESULT FROM OR ARISE OUT OF:

(A) EXHIBITORS' AND/OR EXHIBITOR'S OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS REPRESENTATIVES AND/ OR INVITEES' (COLLECTIVELY, WITH EXHIBITOR, THE "EXHIBITOR PARTIES") NEGLIGENCE OR OTHER WRONGFUL/UNLAWFUL ACT OR OMISSION AT OR IN RELATION TO THE PPAI EXPO, (B) A BREACH BY ANY EXHIBITOR PARTY OF ANY AGREEMENTS, COVENANTS, PROMISES OR OTHER OBLIGATIONS UNDER THIS CONTRACT (C) ANY MATTER FOR WHICH ANY EXHIBITOR PARTY IS OTHERWISE RESPONSIBLE UNDER THE TERMS OF THIS CONTRACT AND/OR APPLICABLE LAW; (D) ANY VIOLATION OR INFRINGEMENT (OR CLAIM OF VIOLATION OR INFRINGEMENT) OF ANY LAW OR ORDINANCE OR THE RIGHTS OF ANY PARTY UNDER ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHT;

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(E) ANY LIBEL, SLANDER, DEFAMATION OR SIMILAR CLAIMS RESULTING FROM THE ACTIONS OF ANY EXHIBITOR PARTIES; (F) HARM OR INJURY (INCLUDING DEATH) TO ANY EXHIBITOR PARTY AND/OR LOSS OF OR DAMAGE TO PROPERTY OR THE BUSINESS OR PROFITS OF ANY EXHIBITOR PARTY, WHETHER CAUSED BY NEGLIGENCE, INTENTIONAL ACT, ACCIDENT, ACT OF GOD, THEFT, MYSTERIOUS DISAPPEARANCE OR OTHERWISE; PROVIDED, HOWEVER, THAT SUCH INDEMNIFICATION, DEFENSE AND HOLD HARMLESS OBLIGATIONS OF EXHIBITOR SHALL NOT APPLY FOR LOSSES OR CLAIMS PROXIMATELY CAUSED BY PPAI'S GROSS NEGLIGENCE, ACTS OF THEFT, OR WILFULL MISCONDUCT.

6. LIMITATION OF LIABILITY

To the fullest extent permitted by law under no circumstance shall PPAI or the Exhibit Facility(s) be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions, except for acts or omissions constituting gross negligence, theft or willful misconduct, whether or not apprised of the possibility of any such lost profits or damages. In no event shall PPAI's maximum liability under any circumstances exceed the amount actually paid to PPAI by Exhibitor for exhibit space rental pursuant to this contract. PPAI makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event(s) or regarding any other matters.

7. ELIGIBILITY OF EXHIBITOR

PPAI, in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the The PPAI Expo, as defined in Clause 2: Purpose. PPAI reserves the right to restrict or remove any exhibit or promotional opportunity which PPAI, in its sole discretion, believes it is objectionable or inappropriate at The PPAI Expo events.

Effective for all PPAI events and publications, any company that wants to gain access to the PPAI marketplace (through trade-show exhibit space, sponsorships and advertising) is required to obtain Product Safety Aware status. Each company must designate a roster employee to serve as a Product Safety Ambassador.

The roster employee must complete four hours of the specified product safety education or qualify under alternate criteria including, but not limited to, PRAG membership, PPAI Product Safety Summit attendance, primary active QCA compliance contact status (distributors and suppliers) or ICPHSO attendance, in order for the company to receive the Product Safety Aware status. (<http://www.ppai.org/inside-ppai/product-safety>) includes FAQ's and list of specified product safety education. Product Safety Ambassadors must complete two hours of product safety education every two years to maintain their status.

For The PPAI Expo 2019, Product Safety Aware status must be obtained by 5pm Thursday, January 10, 2019. Any company not obtaining the Product Safety Aware status by the established deadline date and time will have their exhibit space cancelled and exhibit removed at the exhibiting company expense in accordance with Section 10, Cancellation by PPAI. No refunds will be granted.

8. ASSIGNMENT OF SPACE

For The PPAI Expo, initial assignments of space will be determined by space allocation. A PPAI priority points list governs the order in which companies will be assigned exhibit space. Only companies returning the signed contract by the designated deadline dates as determined and published by PPAI are eligible to participate in priority space assignment. Following the space allocation, space will be assigned on a first-come, first-serve basis. Exhibit space shall be assigned by PPAI in its sole discretion for The PPAI Expo and for the Event Dates only. Any such assignment does not imply that similar space will be assigned for future Events. No exhibitor can take more than 50% of the available booths in the designated promotional products exhibit areas. PPAI reserves the right to change the floor plan or to move an Exhibitor to another booth location prior to, or during the Event(s) if PPAI, in its sole discretion, determines that to do so is in the best interest of the Event(s).

8.1. SPACE ASSIGNMENT FOR GROUPS

Exhibitors that are not affiliated by common ownership who want to exhibit in a group will be assigned space based on an average of all their priority points.

8.2. SPACE IN MULTIPLE LOCATIONS

In priority point order, each exhibitor is allowed to select one contiguous booth location on the show floor. Upon completion of the initial space allocation, exhibitors will have the opportunity to secure additional non-contiguous exhibit space.

9. CANCELLATION BY EXHIBITOR

If Exhibitor desires to cancel this agreement, Exhibitor may only do so by giving notice in writing sent to PPAI with evidence of receipt.

For The PPAI Expo, if written notice of cancellation is received after September 17, 2018, all paid exhibit fees and promotional opportunity fees will be forfeited by the exhibitor. If written notice of cancellation is received prior to September 17, 2018, Exhibitor will be liable for 50% of the total exhibit fees and 100% of promotional opportunity fees. A refund is only available to companies choosing the Pay In Full payment

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option. Companies choosing the Deposit Plan payment option are liable for 100% of total exhibit fees upon reception of this contract by PPAI.

Please note that the marketing of the promotional opportunities ceases on the date of the cancellation. This amount is considered to be liquidated and agreed upon damages, for the injuries PPAI will suffer as a result of Exhibitor's cancellation. This provision for liquidated and agreed upon damages is a bona fide provision and not a penalty. The parties understand that the withdrawal of the space reserved from availability at a time when other parties would be interested in applying for it, will cause PPAI to sustain damages. In this situation, PPAI's damages will be substantial, but they will not be capable of determining with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this Agreement as a valid pre-estimate of these damages.

PPAI reserves the right to treat an Exhibitor's downsizing of booth space as cancellation of the space in question. The canceled space is subject to the same cancellation provisions noted above. An Exhibitor may be required to move to a new location if it requests a downsizing of space. A company that cancels, downsizes, or fails to exhibit at The PPAI Expo 2019 is still 100% liable for all outstanding balances of contracted booth space, including upcharges and promotional opportunities, and will not be allowed to exhibit at future PPAI events until the outstanding balances are paid in full.

10. CANCELLATION BY PPAI

For The PPAI Expo, if Exhibitor fails to make a payment required by this contract in a timely manner, and/or fails to obtain Product Safety Aware status in accordance with Section 7, Eligibility of Exhibitor, PPAI may terminate this contract (and Exhibitor's participation in The PPAI Expo) without further notice and without obligation to refund monies previously paid. PPAI reserves the right to refuse Exhibitor permission to move in and set up an exhibit if Exhibitor is in arrears of any payment due to PPAI. PPAI is expressly authorized (but has no obligation) to occupy or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best, and without releasing Exhibitor from any liability hereunder. PPAI may also terminate this contract effective immediately upon written notice of termination if Exhibitor breaches any of its obligations under this contract, without any obligation on PPAI's part to refund any payments previously made and without releasing Exhibitor from any liability arising as result of or in connection with such breach.

11. CANCELLATION OF THE EVENT(S)

If PPAI cancels The PPAI Expo due to circumstances beyond the reasonable control of PPAI (such as acts of God, acts of war, governmental emergency, labor strike or unavailability of the Exhibit Facility), PPAI shall refund to each Exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred, in full satisfaction of all liabilities of PPAI to Exhibitor. PPAI reserves the right to cancel, re-name or re-locate The PPAI Expo or change the dates on which it is held. If PPAI changes the name of The PPAI Expo, re-locates The PPAI Expo to another event facility within the same city, or changes the dates for The PPAI Expo to dates that are not more than 30 days earlier or 30 days later than the dates on which The PPAI Expo originally was scheduled to be held, no refund will be due to Exhibitor, but PPAI shall assign to Exhibitor, in lieu of the original space, such other space as PPAI deems appropriate and Exhibitor agrees to use such space under the terms of this contract. If PPAI elects to cancel The PPAI Expo other than for a reason previously described in this paragraph, PPAI shall refund to each Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of all liabilities of PPAI to Exhibitor.

12. EXHIBIT SPACE OCCUPANCY

For The PPAI Expo, the hours and dates for installing, occupying and dismantling exhibits shall be those specified by PPAI. If Exhibitor fails to install its display in its assigned space by 5:00 p.m. on Monday, January 14, 2019 for The PPAI Expo or leaves its space unattended during Exhibit hours, PPAI shall have the right to take possession of the space and no refund will be due to Exhibitor. All exhibits must be open for business during the Event(s) hours. Exhibitor may not dismantle the display until The PPAI Expo is officially closed by PPAI.

13. LISTINGS AND PROMOTIONAL MATERIALS

By exhibiting at The PPAI Expo, Exhibitor grants to PPAI a fully paid, perpetual non-exclusive license to use, display and reproduce the name, trade names and product name, of Exhibitor in any directory (print, electronic or other media) listing the exhibiting companies at the The PPAI Expo and to use such names in PPAI promotional materials. PPAI shall not be liable for any errors in any listings or descriptions or for omitting any Exhibitor from the directory or other lists or materials. PPAI may also take photographs and videos with sound of Exhibitor's booth space, exhibit and personnel during, before or after the open hours of The PPAI Expo and use such photographs and videos with sound for any PPAI promotional purpose. Exhibitor consents to such photos/videos and PPAI's use of same.

14. CARE OF EXHIBIT FACILITY

Exhibitor shall promptly pay for any and all damages to the Exhibit Facility or associated facilities, booth equipment or the property of others caused by Exhibitor.

15. TAXES AND LICENSES

Exhibitor shall be solely responsible for obtaining any licenses, permits or approvals under federal, state or local law applicable to its activities at the Event(s). Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for

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paying all taxes, license fees, use fees, or other fees, charges, levies, or penalties that become due to any governmental authority in connection with its activities at the Event(s).

16. INSURANCE

Exhibitor shall, at its own expense, secure and maintain through the term of this contract, including move-in and move-out days, the insurance listed below, as well as any additional event specific insurance to be outlined in the Exhibitor Service Manual:

A) Workers' Compensation and Employer's Liability insurance complying with all federal laws and laws of the state in which the Event is being held;

B) Comprehensive General Liability insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate, combined single limit for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable);

C) Automobile Liability insurance with limits not less than \$500,000 each occurrence combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operators.

For The PPAI Expo, Comprehensive General Liability and Automobile Liability insurance policies shall name as additional insureds PPAI and each of its affiliates, and Mandalay Bay Corp., Mandalay Bay Resort Group and its subsidiaries and affiliates and their officers, employees and agents.

Copies of additional insured endorsements, primary coverage endorsements, and, if needed by PPAI in its determination, complete copies of policies, satisfactory to PPAI, shall be promptly furnished to PPAI upon request to ensure compliance with this contract and Event Facility requirements.

Certified copies of the Certificate of Insurance or policies shall provide that they may not be cancelled without 30 days advance notice to PPAI.

17. COPYRIGHTED MATERIALS

Exhibitor shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Event(s) unless it has obtained all necessary rights and paid all required royalties, fees or other payments.

18. OBSERVANCE OF LAWS

Exhibitor shall abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Exhibit Facility (including any union labor work rules). Without limiting the foregoing, Exhibitor shall construct its exhibits to comply with the Americans with Disabilities Act.

19. ADDITIONAL TERMS AND CONDITIONS

For The PPAI Expo, PPAI has sole control over attendance policies. Except as provided to the contrary in this contract, all monies paid by Exhibitor shall be deemed fully earned and non-refundable at the time of payment. Exhibitor shall conduct itself at all times in accordance with normal standards of decorum and good taste. In addition to its right to close an exhibit and withdraw acceptance of the contract, PPAI in its sole judgment may refuse to consider for participation in future Events an Exhibitor who violates or fails to abide by the contract and any of the accompanying rules and regulations. Any amendment to this contract must be in writing and signed by an authorized representative of PPAI. Exhibitor may not assign this contract or any right hereunder nor may Exhibitor sublet or license all or any portion of its exhibit space.

20. EXHIBITOR SERVICE MANUAL

Approximately 90 days from the Event(s), PPAI will post an Exhibitor Service Manual on their show websites. The Exhibitor Service Manual will include information integral to participation at the Event(s), including but not limited to: additional exhibitor rules and regulations, official contractor order forms, shipping and drayage, utilities and building services, exhibitor display rules, and move-in, move-out schedules.

21. INCORPORATION OF RULES AND REGULATIONS

Any and all matters pertaining to The PPAI Expo and not specifically covered by the terms and conditions of this contract shall be subject to determination by PPAI in its sole discretion. PPAI may adopt rules and regulations for The PPAI Expo from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to Exhibitor. Any such rules and regulations (whether or not included in an Exhibitor Service Manual or similar document) are an integral part of this contract and are incorporated herein by reference. Exhibitor of The PPAI Expo shall observe and abide by additional regulations made by PPAI as soon as these additional rules or regulations

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are communicated to Exhibitor. This contract for The PPAI Expo (including the Exhibitor Service Manual and any additional rules or regulations adopted by PPAI from time to time states the entire agreement of the parties with respect to the subject matter hereof.

SPECIAL NOTICES FOR THE PPAI EXPO 2019

Priority Points

PPAI member firms, excluding Multi-Line Reps, earn one priority point for each year of membership, one point for each PPAI tradeshow at which they exhibit, and one point if they exhibit at all PPAI trade shows within the calendar year. The point for membership is awarded annually upon renewal; the point for exhibiting is awarded at the end of the tradeshow; the point for exhibiting at all trade shows is awarded after the last PPAI tradeshow for that calendar year. Additionally, PPAI member exhibitors may earn temporary bonus priority points for the respective tradeshow in which they are exhibiting in the following formula: 1 point for each booth purchased; 1 point for every \$1,000 on non-booth related products (calculated at the time the order is submitted and payment is received in full); and 1 point for every \$2,000 spent or committed for non-show related 2018 advertising and sponsorships. The calculation for bonus priority points for The PPAI Expo 2019 will only include contracts submitted on or before May 11, 2018. Bonus priority points will be added to the exhibitor's existing priority points and factored into the space assignment process for the respective show in which they are exhibiting. Additional or bonus priority points are not cumulative and will only be used for the current event's space allocation.

Space Assignment

For The PPAI Expo, contracts will be available online at expo.ppai.org and <http://expocontracts.ppai.org/expo19/public/enter.aspx> to all exhibitors on the same date. If received by PPAI by the deadline date of May 11, 2018 for The PPAI Expo all contracts will be placed in priority point order and assigned. Exhibitors that have common ownership will be assigned based on the highest number of priority points within the common ownership group. Exhibitors not affiliated by common ownership who wish to exhibit together will be assigned space based on average of all priority points. Contracts not received by the May 11th deadline for The PPAI Expo will be placed in date-received order and assigned after the initial space assignment.

Multiple Booth Locations

Upon completion of the initial space allocations—to include all priority point groups—exhibitors will have the opportunity to secure additional non-contiguous exhibit space.

Payments

Exhibitors have two options for payment of their booth fees for The PPAI Expo. The Pay in Full Option and Deposit Pay Option. Only members as defined in Section 2 may participate in the Deposit Pay Option. Companies choosing the Deposit Pay Option are liable for 100% of the total booth cost in the event of cancellation by the exhibitor. An Exhibitor that cancels, downsizes, or fails to exhibit at The PPAI Expo 2019 is still 100% liable for all outstanding balances of contracted booth space, including upcharges, and will not be allowed to exhibit at future PPAI events until the outstanding balances are paid in full.

For The PPAI Expo, submit your contract and payment information to PPAI via the contract website, <http://expocontracts.ppai.org/expo18/public/enter.aspx>, via e-mail, expoapplications@ppai.org, facsimile, 972-258-3003, or via mail to PPAI, Expositions Department, 3125 Skyway Circle North, Irving, Texas, 75038. Contracts without payments attached will be considered incomplete and not assigned booth space.

Miscellaneous

This contract shall be governed by the laws of the state of Texas, without regard to conflict of law principles. If any provision in this contract is determined by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way. No part of this contract shall be assignable by Exhibitor without the prior written consent of PPAI. This contract may be executed in any number of counterpart copies, each of which shall be deemed an original, but which taken together shall constitute a single instrument. The parties expressly authorize the use of facsimile or email counterparts, as a valid method of execution and delivery. If either party brings an action to enforce any of the terms or provisions of this contract, the prevailing party shall be awarded its reasonable attorney fees, expenses and collections costs incurred in bringing, prosecuting and/or defending such action. The headings of the sections of this contract have been inserted for convenience and reference only and shall not be construed to restrict or modify any of the terms hereof.