

EXHIBITOR TERMS AND CONDITIONS

VALUE MEDIA CORP., INCOME GROUP, and MONTGOMERY PARTNERS PROFESSIONAL CORPORATION WILL BE REFERRED TO AS SHOW MANAGEMENT IN THE FOLLOWING.

General information: In making and applications to this show, it is understood that Exhibitors will adhere to all governing regulations. All matters and questions not covered by these rules and regulations are subject to the decision of SHOW MANAGEMENT. Exhibitors agree to abide by all decisions of SHOW MANAGEMENT and further agree to cease any activity SHOW MANAGEMENT deems to be in violation of the terms, conditions, rules, or regulations of SHOW MANAGEMENT.

Quality control: Although all applications are reviewed, SHOW MANAGEMENT reserves the right, at SHOW MANAGEMENT'S sole discretion, to ask Exhibitors to remove any signage or items inside or outside the rented area at any time.

Assignment of exhibit space: SHOW MANAGEMENT will assign exhibit space. SHOW MANAGEMENT reserves the right to relocate Exhibitors that may be affected by a change in the site plan or venue. Although attempts are made to balance products and services offered at the event, SHOW MANAGEMENT cannot be held liable if competitive Exhibitors are in proximity to each other. Exhibitors agree that any space not claimed and occupied or for which no special arrangement with SHOW MANAGEMENT has been made prior to opening the first day of the show may be resold or reassigned by SHOW MANAGEMENT without obligation for any refund whatsoever.

Shared space: Exhibitors shall not assign, sublet or apportion all or part of the rights and space granted herein to another Exhibitor without prior written permission from SHOW MANAGEMENT.

Set-up and tear down: All Exhibitors must set up on the scheduled set up date and time and complete setup one hour before the show opens to the public and have all cardboard and storage boxes removed from the Exhibitor's display area. No major changes to the displays will be permitted during show hours.

Duration: The Exhibitor must remain for the full duration of each day and must not tear down, pack away or remove any part of a product or display until after closing time.

Arrangement of exhibits: Displays must not protrude beyond the measured booth dimensions and Exhibitors acknowledge in certain venues and locations both height restrictions may apply. Exhibitors are advised to contact SHOW MANAGEMENT of any display item that exceeds six feet in height.

Electrical Power: If specified on the rate card and subject to availability at time of ordering, a shared electrical connection is provided to the booth perimeter. Due to circumstance of design, electrical services may not be available during the show. Exhibitors acknowledge SHOW MANAGEMENT is not responsible beyond the refund of the electrical connection charge the Exhibitor previously ordered. All wiring, equipment and lit signage must be of commercial standard and approved by the CSA and Electrical Authority. Inspection fees may apply.

Water: Water is not available at any indoor shows. At no time are any vessels, tubs or pools holding water or any other liquid allowed.

Rubbish Removal: All Exhibitors are responsible for removing rubbish or placing in bins provided. SHOW MANAGEMENT may request a \$50 refundable deposit at the beginning of an event to ensure the Exhibitor will comply.

Care and staffing: Exhibitors are required to maintain a staff person at their booth at all times during the show. It is the Exhibitor's sole responsibility to keep areas clean, orderly and safe throughout the show.

Compliance: The Exhibitor shall comply with all rules and regulations respecting the conduct at and management of the show including any and all municipal, provincial, federal, fire, health, and hydro requirements which apply to the Exhibitor's use of facilities for the show [including the collection and remittance of all applicable taxes].

Parking and Driving: Exhibitors may not drive or park vehicles within the event footprint unless prior written permission is provided.

Insurance: No later than 10 (ten) days before the show, all Exhibitors are required to provide a minimum of \$5,000,000 liability insurance and provide SHOW MANAGEMENT a certificate of insurance naming SHOW MANAGEMENT and the VENUE as additional loss payees. Should an Exhibitor not provide insurance within the time specified, SHOW MANAGEMENT has the right to resell the Exhibitor's space without further obligation or refund to the Exhibitor.

Cancellation: Exhibitors acknowledge and agree that there are no refunds or credits offered or provided by SHOW MANAGEMENT and that all booth space booked is final.

SHOW MANAGEMENT liability: SHOW MANAGEMENT shall not under any circumstances whatsoever be liable or responsible for; a) any loss, damage, theft or destruction whatsoever or however caused to any goods, equipment, or any other property belonging to the Exhibitor or for which the Exhibitor is responsible; b) any damage or injury suffered by the Exhibitor or his servants or agents or by any other person; c) any loss, damage, injury, or cost whatsoever suffered by the Exhibitor by reason of any change in the date, time or place of exhibition or the abandonment thereof. The Exhibitor shall be liable for all loss, damage, injury, claim costs and expenses whatsoever or however caused to any person or property in any circumstances whatsoever by the Exhibitor, his servants or agents or the goods, exhibits, fittings, machinery, and other property belonging to the Exhibitor or for which the Exhibitor is responsible and the Exhibitor hereby agrees to indemnify the SHOW MANAGEMENT in respect of; a) any such loss, damage, injury claims, cost and expenses as aforesaid and; b) all or any infringement of copyright or breach of license. Since the Exhibitor exhibits entirely at his/her own risk in every respect he/she is strongly advised to affect full comprehensive insurance against the risk of loss or damage, however caused, to his/her property or person to the property or person of his/her employees or agents. If SHOW MANAGEMENT should be prevented from holding the show by any cause beyond its control or if it cannot permit the Exhibitor to occupy his/her rented space due to circumstances beyond its control including, but not limited to, strike, civil disobedience, inclement weather, lockouts, acts of God or suppliers, SHOW MANAGEMENT shall have no further obligation or liability to the Exhibitor and may change the times, date and location of the show at its sole discretion. Any contractual agreement made between an Exhibitor and any supplier shall be between those parties and the show management shall not be a party thereto nor incur any liability on behalf of any Exhibitor in such contractual arrangements.