

EXHIBITOR RULES AND REGULATIONS

These rules and regulations ("Rules") are part of the Exhibitor Application & Contract ("Application") for VidTrans21 Conference and Exhibition scheduled to take place virtually March 1 and 2, 2021 and are binding on all exhibitors. Accordingly, all exhibitors should read these rules carefully before signing the Application and returning it to Wes Simpson ("Show Manager") on behalf of VSF ("Organizers"). After completing this Application, exhibitors are encouraged to provide a copy of these rules to the person(s) who will be present during the Exhibition, to ensure complete compliance with these rules.

STANDARD BOOTH EQUIPMENT

Each virtual booth will include one virtual meeting room and up to ten (10) internal breakout rooms. Breakout rooms must be allocated and managed by exhibitor personnel. VidTrans21 will be hosted on a virtual platform supplied by Dundee Hills Group ("Platform Provider"). Exhibitors can use the standard booth design provided on the virtual platform or may elect to feature a webpage or video on their landing page. Virtual booth construction details will be provided by the Show Manager.

EXHIBIT PERSONNEL

Exhibitor login access to the virtual booth platform will be restricted to exhibitor personnel or designated representatives. Each exhibitor will be requested to supply a list of their authorized personnel to the Show Manager no later than February 25, 2021.

EXHIBITOR CANCELLATION AND REFUND POLICY

No exhibitor booth cancellations nor refunds will be permitted.

CONDUCT RESTRICTIONS

Exhibitors cannot canvass or distribute advertising or promotional material outside the exhibitor's own booth. Solicitations for business or conferences in the interest of business except by exhibiting firms are prohibited.

Character of the exhibits is subject to the approval of Organizers. Organizers reserve the right to refuse exhibitors not meeting standards required or expected, as well as the right to curtail exhibits or parts of exhibits which reflect poorly upon the character of the meeting. Non-professional products or services are not to be displayed. This applies to displays, literature, advertising, conduct of persons, etc.

LIMITATION OF LIABILITY

Exhibitor agrees to protect, save, and keep Organizers, Show Manager, the Platform Provider, and each of their employees, directors, officers, successors, assigns and agents forever harmless from any damage or charges imposed for violation of any law or ordinance by the exhibitor, his/her employee(s) or agent(s). Exhibitor shall at all times protect, indemnify, save and keep harmless Organizers, Show Manager, Platform Provider, each of their employees, directors, officers, successors, assigns and agents from and against all costs (including reasonable

attorney's fees), losses, expenses or liabilities to third parties arising from any act or omission (negligent or otherwise) of the exhibitor or its representatives in connection with the exhibitor's participation in the Exhibition.

PROTECTION OF PROPERTY RIGHTS

The exhibitor represents and warrants to Organizers that no materials used in or in connection with its exhibit infringe upon the trademarks, copyrights (including, without limitation, copyrights of music and other materials used or broadcast by exhibitor) or other intellectual property rights of any third party. The exhibitor agrees to immediately notify Organizers of any information of which exhibitor becomes aware regarding actual or alleged infringement of any third party's trademarks, copyrights or other intellectual property rights. The exhibitor agrees to indemnify, defend and hold Organizers, their employees, directors, officers, successors, assigns and agents harmless from and against all losses, damages and costs (including reasonable attorney's fees) arising out of, or related to, claims of infringement by exhibitor of the trademarks, copyrights and other intellectual property rights of any third party.

The exhibitor agrees that Organizers shall not be liable for and recognizes Organizers' disclaimer of all liability for infringement or alleged infringement of the trademarks, copyrights or other intellectual property of any third party arising out of the actions of any exhibitor.

MUSIC LICENSES

Exhibitors are responsible for the proper licensing of any music used in conjunction with their exhibit. The exhibitor agrees to indemnify, defend and hold Organizers harmless from and against any claim of liability and any resulting loss, cost or damage (including lawsuit costs and attorneys' fees) for failure to obtain proper licenses for music used in conjunction with their exhibit.

VIOLATIONS

Violation of any of these regulations on the part of the exhibitor, his employees or agents, shall annul the right to participate and such exhibitor will forfeit to Organizers all monies that have been paid. Upon violation of any of these regulations on the part of the exhibitor, his employees or agents, Organizers are given the right to terminate the exhibitor's right to occupy virtual booth.

AMENDMENTS AND ENFORCEMENT

Enforcement of all matters not covered by these rules is at the discretion of Organizers. The exhibitor agrees that Organizers shall have the right to make such rules and regulations as it shall deem necessary and to amend same from time to time. Organizers reserve the right to amend, interpret and enforce all contract conditions, rules and regulations. Written notice of any amendments or interpretations shall be given to exhibitors.

Each exhibitor, for themselves, their agents, and employees agrees to abide by the contract conditions, rules and regulations set forth herein, or by any subsequent amendments or interpretations.