

	<p style="text-align: center;"><b>WEF Collection Systems and Stormwater Conference Application and License for Exhibit Space</b></p>
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This Application and License shall become effective when it has been submitted by the exhibiting company (“Exhibitor”) and accepted by the Water Environment Federation (“WEF”). The individual signing this Application and License represents and warrants that they are duly authorized to execute this binding Application and License on behalf of the Exhibitor and that the Exhibitor agrees to be bound by the terms of this Application and License along with the WEF bylaws, policies and other directives. Exhibitor agrees that upon acceptance of this Application and License by WEF, with or without its receipt of appropriate payment of the exhibition fee and/or further action by the Exhibitor, this Application and License shall become a legally binding contract; enforceable against the Exhibitor in accordance with its terms.

Exhibitor listed in this Application and License applies for contracted exhibit space (“Exhibit Space”) at the WEF Collection Systems and Stormwater Conference (“Event”). WEF agrees to review your Exhibit Space Application and to allow or to deny participation in the Event consistent with Event eligibility requirements, policies, and at the discretion of WEF®.

As used throughout this Application and License, “Event Management” shall refer to WEF, its employees, agents, contractors, and subcontractors which assist in WEF conducting the Event.

## **INTRODUCTION**

The Event provides its members and public conference registrants with an educational program with an emphasis on experience and cutting-edge technological advances in the fields of water and wastewater treatment, collection systems, stormwater management, water quality, water reuse, and pollution control. The Event exhibition is an integral part of the educational offerings; products and services displayed, advertised, posted, linked, or demonstrated must be related to the water quality industry and content must be presented in a manner that adheres to professional business standards and creates a context appropriate for all participants at the Event. Should WEF determine, in its sole discretion, that an exhibit or demonstration violates this Application and License, is inappropriate, or is not in the best interests of the conference, WEF may require that the exhibitor make changes to its display, dismantle its display, remove the inappropriate content or links, or cease the inappropriate demonstration(s) as deemed necessary.

This Application and License is being granted to the Exhibitor to permit the Exhibitor to exhibit at the Event. Failure of the Exhibitor to fully comply with all provisions of this Application and License may result in the termination of this License to participate in the Event. To permit the preparation of the Exhibition in a timely manner and to create the appropriate environment for all the participants at the Event, the policies, regulations, and procedures, including the schedule of certain activities, have been established by WEF. At its sole discretion, WEF reserves the right to unilaterally change, amend, or waive any of these requirements. All exhibitors are required to comply with WEF’s contracted online platform Terms of Use and may be required to agree to the Terms of Use of additional third-party platforms in order to take full advantage of all services and events included in the Event.

## **EXHIBIT SPACE**

If approved by WEF, the Exhibit Space shall be used solely by the Exhibitor whose name appears on this Exhibit Space Reservation and Contract. The Exhibitor will not sublet or assign any portion of same or share the Exhibit Space allotted with another Exhibitor, individual, business, or firm. Exhibit Space is assigned after a completed Exhibit Space Reservation and Contract is received by WEF.

The exhibitor agrees not to 'break-down' or remove items from booth set-up prior to the official show closing. Early break-down may result in forfeiture of access to the conference registrant list, loss of priority points, or disqualification from the following Event Advance Sales period.

By submission of the Application and License, the primary, secondary, and billings contacts consent to receive all communications sent by or on the behalf of the Water Environment Federation.

Space is assigned on a date-received basis. WEF reserves the right to assign, designate or change Exhibit Space locations. The Exhibitor may request to reserve space away from competitors. WEF will do its best to honor competitor requests but cannot guarantee a specific distance from competitors. WEF reserves the right to reassign exhibit space and to modify the floor plan.

All invoices due to WEF must be paid prior to the assignment or occupation of Exhibit Space or Exhibitor demonstrations. If, during the Event, the Exhibitor is in violation of this Application and License, bylaws, policies and other directives, WEF has, at any time, the right to regain the immediate possession of any Exhibit Space, or remove Exhibitor from the Exhibition without refund. Further, WEF reserves the right to this Application and License and to determine eligibility of any company or product for inclusion in this Event.

WEF does not guarantee any specific result including but not limited to any specific number of leads, sales, visits, views, or any form of interaction with the exhibit as a result of this Application and License, exhibiting at the Event. A lack of engagement with an exhibitor's exhibit will not be grounds for any form of refund or compensation.

## **PRIORITY POINTS POLICY**

Priority Points are used at the annual Water Environment Federation Technical Exhibition and Conference (WEFTEC®) as a means to determine order of booth assignment during the Onsite Sales process. During general sales, contracts received are assigned space on a date-received basis.

Priority points can be earned as follows:

- 1 point per year for exhibiting at WEFTEC
- 1 point per year for holding active WEF Exhibitor Membership
- 1 point per show for exhibiting at WEF Specialty Conferences (Collection Systems and Stormwater Conference, Residuals and Biosolids and Innovations in Treatment Technology, etc.)
- 1 point per show for exhibiting in WEF's WIN Pavilion program (1 additional point for signing up by October 31)
- 1 point for the winner of the WEFTEC Sustainable Booth Award (one award per year)

Exhibitors may lose 1 point per infraction for failure to adhere to show policy such as exhibitor display out of compliance with show regulations. Exhibitors will lose 5 points per infraction for early tear-down or abandonment.

All accrued points will be removed from an exhibitor's record if the exhibitor misses two consecutive WEFTEC shows.

**Mergers and Acquisitions:** When an Exhibitor is part of a merger or acquisition, the acquired company may transfer its higher WEFTEC® priority points to the acquiring company. To do so, legal documentation must be presented to WEF that shows all assets were sold to the acquiring company, including priority points. Once received, WEF can transfer the points to the acquiring company. The new points will supersede the acquiring company's existing points, if any. Points cannot be combined.

### **BOOTH SHARES**

The Exhibitor may request one or more Booth Shares if Exhibitor has rented a Booth Space of 200 square feet or larger. Booth Shares may be requested by submitting a Booth Share Application. There is no charge for qualifying Booth Share. The primary contracted exhibitor must hold enough space to allow each company represented in a booth space at least 100 square feet per company. Booth Shares may be requested by submitting a Booth Share Request form and documentation of legal relationship is provided. Booth Shares must be approved by the primary contracted exhibitor. Booth shares will only be approved by WEF if the companies submitted are legally related to the primary Exhibitor and must have a parent or child relationship to the primary exhibitor. Only primary exhibiting companies are awarded WEFTEC® priority points for their exhibiting participation. Booth share companies are not awarded WEFTEC® priority points for their exhibiting participation.

### **EXHIBIT SPACE FLOOR LAYOUT & DESIGN**

WEF reserves the right to assign, designate or change Exhibit Space locations. The aisles belong to WEF unless otherwise noted. Neither exhibits nor advertising material will be permitted to protrude into the aisles. End cap Exhibit Space is not permitted as the back wall blocks the line of sight to other in-line Exhibit Spaces in the same aisle. WEF reserves the right to control and prohibit any disturbing noises produced by an Exhibitor. Any unfinished portion of an Exhibit Space must be draped at the expense of the Exhibitor. Carpet and/or alternative floor covering is required in all Exhibit Spaces. The carpet or floor covering must fill the full dimensions of the Exhibit Space. Carpet will be installed by WEF at the Exhibitor's expense if the Exhibit Space is without carpeting and/or alternate floor covering on or before 4:30 pm, Wednesday, July 8, 2026.

### **LOCAL LAWS**

Exhibitors shall comply with all applicable laws and regulations including, but not limited to, those relating to health and safety, as well as WEF directives relative to number of persons in their Exhibitor Space, social distancing, face coverings, and any other directives issued by WEF to Exhibitor.

### **PAYMENT**

Assignment of Exhibit Space is contingent upon WEF's acceptance of this Application and License and its receipt of payment from Exhibitor in accordance with the payment schedule set forth below.

**Advance Sales:** Companies who exhibited at the last conference are eligible to select Exhibit Space for the next scheduled Event during the advanced sales process, starting on Tuesday, February 3, 2026.

Payment is strongly recommended at the time of booth assignment, final payment is no later than February 17, 2026.

**General Sales:** On or after Tuesday, February 17, 2026, 100% payment is due with the Exhibit Space Reservation and Contract prior to the assignment of Exhibit Space.

Exhibitors who paid fees by credit card may not challenge cancellation fees charged to such credit card for cancellation fees as set forth in this provision.

### **EXHIBITOR MEMBERSHIP**

Exhibitor is eligible for the Exhibitor Member rate only if the Exhibitor has or plans to have Exhibitor Membership at the time of booth application.

Exhibitor Membership is valid for the calendar year and expires on December 31 each year. Exhibitors who paid the Exhibitor Member rate that do not have Exhibitor Membership must renew or activate Exhibitor Membership by January 31, 2026. If 2026 Exhibitor Membership is not renewed or activated by January 31, 2026, the Exhibit Space Rental Fee will be changed to the non-member rate and the Exhibitor is responsible to pay the full booth fee at the non-member rate. Booth applications requesting the Exhibitor Member rate after January 31, 2026 will only be assigned if 2026 Exhibitor Membership is renewed/activated. Active Exhibitor membership must be maintained to retain the exhibitor member rate.

### **CANCELLATION AND NO-SHOW POLICY**

All booth space deposits and payments become the sole property of WEF, and their return is subject to the cancellation and refund provisions as follows:

- Exhibitor shall provide WEF with a written notice of the space cancellation. Cancellations are not effective until received by WEF in writing. Written cancellations may be sent by e-mail to [ConferenceSales@wef.org](mailto:ConferenceSales@wef.org).
- Exhibitors who provide a written cancellation on or before May 5, 2026 will be liable for liquidated damages equal to 25% of the total contracted booth space fee; any fees paid that exceed the amount of liquidated damages due will be refunded.
- Exhibitors who provide written cancellation after May 6, 2026 but prior to 4:30 pm, Wednesday, July 8, 2026, will be liable for liquidated damages equal to 100% of the total contracted booth space fee.
- Exhibitors who do not claim their space or for which special arrangements have not been made by 4:30 pm, Wednesday, July 8, 2026, will forfeit the space and pay as liquidated damages 100% of the total contracted booth space fee.
- If the Exhibitor reduces the Exhibit Space reserved, cancellation fees will apply to the portion of the Exhibit Space cancelled. WEF cannot guarantee the originally assigned space if Exhibitor reduces the originally reserved Exhibit Space and reserves the right to reassign the Exhibitor as necessary to maintain the integrity of the floor plan.
- Any Exhibit Space unoccupied or for which special arrangements have not been made by 4:30 pm, Wednesday, July 8, 2026, will be regarded as a "no-show." The Exhibitor will be deemed to have cancelled the Exhibit Space Reservation and Contract and the Exhibit Space, must forfeit their Booth Personnel Registration Badges, rights to the attendee list and all other exhibiting benefits, and must exit the Event immediately. WEF reserves the right to determine sanctions

imposed on Exhibitor as a result of a no-show including, but not limited to, the prohibition of Exhibitor at any future WEF event.

## **INDEMNIFICATION AND INSURANCE**

Exhibitor agrees to indemnify, defend and hold the Water Environment Federation, its directors, officers, agents, representatives and employees, Oregon Convention Center, and their respective facilities, agents, trustees, officers, board members and employees harmless against all claims, losses, damages, liabilities, costs, and expenses (including attorneys' fees), damages to persons or property and governmental charges or fines arising out of or caused by: (i) the installation, removal, maintenance, occupancy or use of the Event premises or a part thereof; (ii) the performance or the breach of any term of this Application and License, applicable laws and regulations, or directive of WEF; or (iii) the negligence, gross negligence or willful misconduct of Exhibitor, its employees, agents or contractors. The terms of this provision shall survive the termination or expiration of this Application and Contract.

Exhibitor must maintain Worker's compensation and occupational disease insurance in full compliance of all Federal and State laws covering all employees and Independent Contractors.

The Exhibitor must maintain and provide proof of insurance issued by an insurance company duly authorized to conduct business in the State of Missouri and with an A.M. Best rating of A:VIII or better. Insurance policies issued outside of the United States cannot be accepted.

Comprehensive General Liability or Commercial General Liability and Automobile Insurance must name the following Additional Insureds:

**Water Environment Federation, Oregon Convention Center and their agents, trustees, officers, board members and employees.**

- Comprehensive General Liability (Broad Form) or Commercial General Liability with limit of liability for bodily injury, property damage, and personal injury of not less than \$1,000,000.00 per occurrence
- Comprehensive Automobile Insurance covering operation of owned, leased, hired and non-owned vehicles of not less than \$1,000,000.00 per occurrence

\*Additional insurance protecting exhibitor's assets and property brought to the exhibit is recommended.

Proof of insurance must be provided to WEF by June 9, 2026, via email to [expoinfo@wef.org](mailto:expoinfo@wef.org). Faxed copies will not be accepted.

Failure to provide required proof of insurance may incur sanctions imposed on Exhibitor including, but not limited to, forfeiture of space at the Exhibition or prohibition of Exhibitor at any future WEF event.

## **SECURITY**

WEF shall provide roaming overnight security, including the Exhibit Hall from July 8, 2026 to July 10, 2026, but WEF does not guarantee, nor insure the Exhibitor against loss of any kind for its Exhibit Space by any reason thereof. WEF, the official service contractor, and Oregon Convention Center do not maintain insurance covering an Exhibitor's property. It is the sole responsibility of the Exhibitor to obtain the appropriate amount and type of insurance to cover its property, agents or employees from theft, damage by fire, accident or any other cause. WEF will not be responsible for any injury that may occur at

Event and/or any Exhibit Space, and/or to Exhibitor's employees, contractors, or agents, or for the loss of, or damage to, any material from any cause whatsoever, whether in transit to or from, and/or during the Event, regardless of whether WEF furnishes attendants, guards or night watchpersons.

#### **CANCELLATION OR MODIFICATION OF THE EVENT; FORCE MAJEURE**

Exhibitor acknowledges and agrees WEF may cancel, delay, shorten, modify in format the Event for any reason including those beyond its control including, but not limited to, acts of God, shortage of commodities or supplies to be furnished by the facility, infectious or communicable diseases, governmental authority, terrorism, threats of terrorism, or war in the United States. Exhibitor understands and agrees that all losses and damages which it may suffer as a consequence thereof are its responsibility and not that of WEF, its trustees, officers, employees or agents. Exhibitor understands that it will lose all monies it has paid to WEF for Exhibit Space in the Event (no refunds will be given), as well as other costs and expenses it has incurred including, but not limited to, travel to the Event, setup, lodging, freight, banners, décor, and employee wages.

Exhibitor agrees to indemnify, defend, and hold harmless WEF, its officers, trustees, employees, agents, and each of them, from any and all loss which Exhibitor may suffer as a result of the cancellation of or changes to the Event. Further, Exhibitor releases WEF, its trustees, officers and employees and/or agents from any and all claims including, but not limited to, lost profits, out-of-pocket costs, and indirect and/or consequential damages. The terms of this provision shall survive the termination or expiration of the Application and License.

#### **ACCESS TO PERSONAL DATA**

In connection with its participation in the Event, Exhibitor may have access to the personal data of members of WEF or participants in the Event. Exhibitor agrees that it shall be solely responsible for compliance with any applicable data protection laws and regulations in connection with such data including, but not limited to, the California Consumer Privacy Act ("CCPA") and the European Union's General Data Protection Regulations ("GDPR").

#### **EXHIBITOR ACTIVITIES**

Exhibitors are prohibited from displays or demonstration items outside the Exhibit Space or scheduling of private functions, cocktail parties, special events, etc., during Exhibition hours, Thursday, July 9 between 10:00 am - 6:15 pm and Friday, July 10 between 10:00 am - 3:45 pm. Neither hired models nor Exhibit Space personnel may walk the aisles of the Event representing or promoting a company product. No canvassing, advertising, displaying, demonstrating, or distributing items and/or literature will be permitted outside the Exhibitor's Exhibit Space without written permission of WEF. No materials or signs shall be posted, nailed, or tacked to drapes or walls of hotel hallways or the Event area. No printed material will be allowed to be delivered to or placed under hotel guestroom doors without WEF's consent.

#### **ADEQUATE EXHIBIT SPACE**

All exhibitors must adhere to WEF's Display Guidelines and rent adequate Exhibit Space to accommodate their planned product display and shall arrange the displays to utilize only the Exhibit Space area contracted for, to recognize the rights of other exhibitors and exhibition visitors, and to conform to the

overall pattern developed by Event. No exhibit may interfere with the use of other exhibits, impede access to other exhibits, or impede the free use of the aisles between exhibits.

### **EXHIBITOR'S RESPONSIBILITY**

Exhibit Space must be staffed at all times during the regular Event. An Exhibitor of the Event and its affiliated agents or employees may not enter another Exhibitor's Exhibit Space without the latter Exhibitor's permission. Exhibitors shall abide by and observe all laws, rules, and regulations of the federal, state and city governments, as well as the convention and trade show facilities. This includes regulations regarding labor jurisdictions. All decorations and electrical wiring and fixtures must comply with local fire laws; state and local fire regulations must be followed.

### **CHARACTER AND CONDUCT**

The use of any method(s) to gain an advantage over a competitor, including but not limited to the use of such competitor's tools or products, is strictly prohibited. Any Exhibit Space personnel or Exhibitor activities which WEF deems to be outside the character and purpose of WEF shall be subject to immediate termination of its Exhibit Space without any refund for the Exhibit Space and may also be prohibited from participating in future WEF events.

### **EVENT CODE OF CONDUCT**

As a condition to participating in the Event, each individual whether as an attendee, exhibitor, exhibit space personnel, sponsor, speaker, WEF member or non-member, vendor, or other capacity (each "Event Participant") accepts and agrees to abide by the terms of the [WEF Events Code of Conduct](#) as it may be amended by WEF along with any other terms and conditions relating to Event participation.

Any Event Participant who overhears, witnesses or experiences a violation of the Event Code of Conduct during the Event should contact a WEF team member. If you cannot find a WEF team member or would like to report a violation after the Event, you may email [ConferenceSales@wef.org](mailto:ConferenceSales@wef.org). Please remember that notifying WEF staff or security does not constitute or replace notification to local law enforcement.

Event Participants acknowledge that any violation of the Event Code of Conduct may result in WEF issuing them a warning, removing them from the Event without notice or refund and restricting them from attending future WEF events.

### **EXHIBITOR PERSONNEL AND REPRESENTATIVES**

Exhibit Space must always be attended and maintained by at least one exhibitor or exhibitor representative during all exhibit hours. All representatives of the exhibitor must be registered and receive an Exhibitor badge to be admitted to the exhibit hall and participate in the exhibitor's Exhibit Space. Expo Only badges are not permitted to be used for Exhibit Space staff.

Exhibitor representatives agree to follow any and all health and safety measures as may be established and communicated by WEF and Oregon Convention Center while attending official Conference events or on transportation provided by WEF for the purposes of traveling to or from the Event, and on the premises Oregon Convention Center. Failure to abide by any such health and safety measures may result

in expulsion from the Event, termination of this Application and License and loss of all rights granted to Exhibitor herein without refund.

#### **EXHIBIT SPACE ACCESSIBILITY**

Exhibitors shall be responsible for compliance with the Americans with Disabilities Act of 1992 with regards to their Exhibit Space, including, but not limited to wheelchair access and alternate formats of collateral materials. Further information regarding ADA compliance is available at [www.usdoj.gov/crt/ada/infoline.htm](http://www.usdoj.gov/crt/ada/infoline.htm).

#### **PRESENTATIONS, SOUND & LIGHTING**

Sound presentations, slides or movies will be permitted if tuned to conversational levels that do not interfere with other exhibitor activities. Exhibits may not use sound or lighting effects which interfere with other exhibits. Flashing and strobe-light effects are prohibited. WEF reserves the right to closely monitor sound and lighting usage and, where necessary, restrict demonstrations in an Exhibitor's Exhibit Space at its discretion. WEF's actions can include, but are not limited to, reviewing and adjusting all sound system and loud-speaker placements within an Exhibit Space, restricting sound levels within an Exhibit Space, and restricting demonstrations within an Exhibit Space regardless of an Exhibitor's arrangements with contracted entities appearing in an Exhibitor's Exhibit Space.

#### **EXHIBITOR DISPLAYS AND PRODUCT DEMONSTRATIONS**

The Exhibitor is solely liable for the operation of all displays and its supplied materials and agrees to indemnify, defend and hold WEF, its officers, trustees, volunteers, employees, guests, invitees, and agents harmless from any and all claims of liability arising out of Exhibitor's exhibit, demonstrations and the like. Exhibitor warrants that it has all necessary rights and licenses to all content displayed in the Exhibit Space. In the event of a claim of infringement based on intellectual property presented by Exhibitor, Exhibitor agrees to assume full liability for such a claim. The terms of this provision shall survive the termination or expiration of this Application and License.

#### **HANGING SIGNS**

Hanging signs and graphics must be rigged directly over contracted Exhibit Space and may not encroach into aisle space.

#### **SELLING IN THE EXHIBITION**

The on-site sale and/or delivery of goods is not permitted. Any violation of this requirement will result in the termination of this Application and License without refund.

#### **GIVEAWAYS, CONTESTS, DRAWINGS**

Federal, state, and local laws heavily regulate drawings, lotteries, and/or contests that have prize giveaways. The laws of each state and location vary widely. Each Exhibitor is solely responsible to ensure that all giveaways, contests, drawings, etc. conducted as part of its exhibit comply with all federal, state, and local laws. The Exhibitor agrees that it is solely responsible and liable for any government action or legal claims, fees, penalties, or charges brought relating to the Exhibitor's promotional giveaway activities.



## **MEMBER AND EVENT REGISTRATION LIST**

WEF does not sell its member list and such list shall be deemed the confidential information of WEF. Any Exhibitors deemed by WEF to be using its member list shall receive a cease and desist letter from WEF prohibiting any further use of the list. WEF does not sell the Event registration list. Exhibitor will receive access to the Event Registration list (does not include email addresses) via the registration portal once Exhibit Space fees are fully paid. Use of the Event registration list is provided to Exhibitor as an exhibiting benefit for the sole purpose of communicating with Event registrants regarding Exhibitor's participation in the Event. The list is confidential and may not be shared, sold, or distributed to other parties.

## **PHOTO RELEASE**

WEF occasionally uses photographs, videos and audio recordings of the Exhibitors and the Exhibit Space personnel in promotional materials. By virtue of participation in the Event, Exhibitor, on behalf of its Exhibit Space personnel, automatically agrees to usage of its Exhibit Space personnel's likenesses in such materials with no remuneration to Exhibitor or its Exhibit Space personnel.

## **CAMERAS AND FILMING**

No photography, recording, transcription, or electronic capture is permitted in session rooms including, but not limited to, live streaming.

Exhibitors may not photograph, record or capture electronically including, but not limited to, live streaming of another's Exhibit Space without the permission of such exhibitor. Photos or recordings taken without the exhibitor's permission must be relinquished and/or deleted. Media companies or representatives contracted to film or photograph an Exhibit Space on behalf of an exhibitor, must complete the WEF Camera Policy for Media form and submit it to [expoinfo@wef.org](mailto:expoinfo@wef.org).

Exhibitor grants WEF an exclusive, royalty-free, non-revocable license to WEF to use the photographs, videos, or other likenesses taken by employees or agents of WEF at the Event in any and all media of any and all nature, now or hereafter developed, including but not limited to print and electronic media, in and for all languages, for WEF's educational and promotional purposes throughout the entire World.

## **LIMITATION OF LIABILITY**

IN NO EVENT SHALL THE EXHIBIT FACILITY, WEF, AND THEIR OWNERS, MANAGERS, OFFICERS, TRUSTEES, OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBSIDIARIES AND AFFILIATES (COLLECTIVELY "WEF PARTIES") BE LIABLE TO THE EXHIBITOR OR ANY THIRD PARTY HIRED BY OR OTHERWISE ENGAGED BY THE EXHIBITOR FOR ANY LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, ARISING OUT OF THIS APPLICATION AND LICENSE OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THIS APPLICATION AND LICENSE OR FOR ANY CLAIM BY EXHIBITOR, EVEN IF ANY OF THE WEF PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EXHIBITOR AGREES THAT THE WEF PARTIES' SOLE AND MAXIMUM LIABILITY TO EXHIBITOR REGARDLESS OF THE CIRCUMSTANCES SHALL BE THE REFUND OF THE EXHIBIT SPACE FEE. EXHIBITOR AGREES TO INDEMNIFY AND DEFEND THE WEF PARTIES FROM ANY CLAIMS BROUGHT BY A THIRD PARTY HIRED BY OR ENGAGED BY THE EXHIBITOR FOR ANY AMOUNT BEYOND THE EXHIBIT SPACE FEE. FURTHER, EXHIBITOR AGREES TO PAY ALL ATTORNEY'S

FEES AND COSTS INCURRED BY WEF PARTIES ARISING OUT OF OR IN ANY WAY RELATED TO THIS APPLICATION AND EXHIBIT. EXHIBITOR SHALL BE SOLELY RESPONSIBLE FOR ITS ATTORNEY'S FEES AND COSTS.

### **USE OF WEF TRADEMARKS**

WEF hereby grants to Exhibitor a non-exclusive, non-transferable, royalty-free right and license to use any and all trademarks that WEF has developed specifically to identify solely the Event, strictly as provided in this Application and License. This right does not include the use of any trademarks which WEF has developed to identify any of its other activities or publications. WEF has the right, at its sole discretion, to terminate this Application and License at any time and for any reason, and Exhibitor agrees to cease all use of WEF Trademarks immediately upon receipt of such notice. The WEF Trademarks shall be used only by the Exhibitor and for the sole purpose of indicating to the public that Exhibitor will be present and exhibiting at the Event. The WEF Trademarks shall be used in print, online, email, and exhibit display materials only prior to and during the Event itself. This Application and License shall terminate automatically at the close of the Event. WEF Trademarks appearing in pictures and/or video recordings of an Exhibitor's demonstrations or Exhibit Space created during the Event may be used and shown after the Event provided the picture(s) and/or video are used primarily to show Exhibitor's Exhibit Space and do not prominently feature or focus on the WEF Trademarks. The WEF Trademarks shall not be used on any promotional materials of Exhibitor, including without limitation: clothing and wearing apparel, stationery, writing instruments, jewelry and accessories, toys and novelty items, and luggage. Exhibitor agrees not to use the WEF Trademarks in a manner which may create the impression that WEF endorses, sponsors or is otherwise affiliated with Exhibitor. Exhibitor agrees to use the Trademarks in a form identical to that used by WEF and not to alter, amend or mutilate the WEF Trademarks. WEF shall determine, at its sole discretion, whether usage of any WEF Trademark by Exhibitor is inconsistent with the educational mission of the Event, or creates a less than positive, wholesome image of WEF, and Exhibitor agrees to cease any such unacceptable use immediately upon receipt of notice from WEF of such unacceptable use.

### **OPERATION AND USE OF EXHIBIT SPACE**

In accordance with the exhibitor display requirements, Exhibitor is not allowed to obstruct the view of, cause injury to, or otherwise adversely affect the displays of other exhibitors. Exhibitor personnel may not enter another's Exhibit Space and at no time may enter an Exhibit Space that is not staffed, except their own. Exhibitor shall confine its activities to the Exhibit Space assigned.

Furthermore, attendants, models, robots, and employees must confine their activities to the Exhibit Space assigned to Exhibitor. WEF is the final authority on all matters relating to the operation and use of Exhibit Space.

Exhibitor may not mark, damage, or otherwise deface any part of the building or property belonging to the Venue. Smoke or fog-producing machines, pyrotechnics, and live animals are not allowed on the show floor. Exhibitors are responsible for all damages to persons or property caused by themselves, their hires, or anyone acting on their behalf. This responsibility extends to, without limitation, any damage to persons or property from any item distributed from their Exhibit Space to attendees. Should such damage occur, Exhibitor is solely liable to the injured person or owner of the damaged property. Exhibitor further agrees to indemnify, defend and hold WEF and its officers, trustees, members,

employees, and agents harmless against any and all claims that may arise because of any damage, loss, or injury caused by Exhibitor's acts, products, services, display, or promotional items.

#### **PROMOTIONAL ITEMS**

WEF prohibits distribution and/or sampling of (and you agree that you will not offer) any product(s) outside of your assigned Exhibit Space. WEF can confiscate and/or destroy any products and/or materials that do not comply with this Application and Exhibitor License. Exhibitor and all related entities are prohibited from distributing or permitting to be distributed any advertising pieces, literature, souvenirs, or promotional material in or around the exhibit areas or anywhere in the Event Facility except from their own allotted Exhibit Space.

#### **NO ENDORSEMENT BY WEF AND PARTICIPANTS**

The exhibiting of services, products, and/or equipment at this event does not constitute an endorsement by WEF, its members, sponsors or attendees. Exhibitor is not permitted to and will not represent in any manner that its goods or services have been endorsed by WEF, its members, or sponsors or attendees.

#### **DO NO HARM**

Exhibitor, on behalf of its company and its Exhibit Space personnel, agrees to not engage in any conduct or take any action that is illegal or intended to reflect negatively on or harm the reputation or business interests of WEF or its members. Exhibitor further agrees not to harm, disturb, disrupt, or otherwise interfere with the Event. Exhibitor shall immediately notify WEF of any knowledge of or reasonable suspicion of violation of this provision by any exhibitor, attendee, or other entity. Violators shall be subject to immediate termination of its Exhibit Space without any refund for the Exhibit Space and may also be prohibited from participating in future WEF events.

#### **NO MISUSE OF BADGES**

Any misuse of Event badges is prohibited. Forms of misuse include (without limitation): allowing someone else to use your badge, counterfeit badges, reuse of past Event badges, copying or tampering with a badge, etc. WEF may confiscate any badges that WEF suspects is violating this policy.

#### **MODIFICATION TO RULES, REGULATIONS AND POLICIES**

WEF Event Management reserves the right to make changes, amendments, and additions to the rules, regulations and policies concerning the Event at any time, and all changes, amendments and additions so made shall, upon acceptance by WEF, be binding on the Exhibitor with the provision that all exhibitors will be advised of any such changes. Event Management shall have the final determination, interpretation, and enforcement of all rules, regulations, and policies governing exhibitors. All matters and questions not specifically covered by this Application and License are subject to the decision of WEF Event Management and those decisions will be final and not subject to appeal.

#### **LICENSE INTERPRETATION AND ENFORCEMENT**

The conditions of this Application and License, along with the terms, conditions and rules included in the Event Exhibiting Information, Exhibitor Service Manual, and all union and contractual agreements entered into by WEF with respect to providing services for the Event, are incorporated herein by reference and together constitute a legally enforceable contract between the Exhibitor and WEF. The

interpretation of these documents shall be made by WEF as it in its sole discretion shall determine what is in the best interests of the Event, the participants at the Event, and WEF. All matters in question not covered by this document are subject to the decisions of WEF as it in its sole discretion and will be binding on all parties affected by them.

If in the sole determination of WEF an Exhibitor is in violation of this Application and License or otherwise acting in a manner that is not in the best interests of WEF and the Event, then upon notice from WEF, acting through the Event Management or designee, the Exhibitor shall immediately cure the violation. If the Exhibitor fails to cure the violation, or if WEF determines that the violation cannot be cured and/or constitutes a danger to others, the Event Management may immediately terminate the offending exhibitor's participation in the Event and thereupon the Exhibitor shall cease its operation at the Event and will be removed from the Event. Upon such termination of the Exhibitor's Application and License by the Event Management, the Exhibitor shall not receive any refund or credit for any expense, loss, or liability due to the action of the Event Management and WEF shall have no liability to the Exhibitor for any expense, loss, or liability relating thereto. Further, Exhibitor may also be prohibited from participating in future WEF events.

The Exhibitor acknowledges that Virginia law exclusive of its conflicts of law provisions governs the parties' rights and obligations under the agreement. The Exhibitor further acknowledges that venue for any dispute lies exclusively with either the U.S. District Court for the Eastern District of Virginia or the courts of the Commonwealth of Virginia.

The failure of WEF to enforce any of its rights under the provisions of this License shall not be deemed a waiver of said rights and shall not act to prevent the enforcement of said rights at any time in the future.