



APEX 2018 EXPO EXHIBITOR RULES & REGULATIONS

These Contract Conditions, Rules and Regulations ("Rules") are a part of the 2018 Contract for exhibit space and are binding for all Exhibitors. Accordingly, all Exhibitors should read these Rules carefully before exhibiting at the 2018 EXPO. Please give a copy of these Rules to the person(s) responsible for the set-up of your booth(s) and to all employees who will be present at the 2018 EXPO to ensure complete compliance with these Rules. All dates are subject to change. Changes will be communicated via email, and will be binding.

APPLICATION & PAYMENT

All APEX Exhibitors must be members in good standing.

Members: 2018 membership dues must have been paid by 31 January 2018 or your preferred booth location will be forfeited. Cancellation fees will apply.

Non-Members: Exhibit Booking Forms submitted by qualified non-member companies must be accompanied by a completed APEX Membership Application and dues payment.

Early Bird rate for booking is available through 1 February 2018 (see exhibit application). Full payment is due by 15 March 2018 to preserve exhibit space.

Standard rates apply beginning 2 February 2018 and must be paid in full by 15 March 2018.

Note: ALL outstanding APEX invoices must be paid by 15 April 2018 or exhibit space will be forfeited.

PROCESSING OF APPLICATIONS FOR EXHIBIT SPACE

APEX will process exhibit applications only from member companies in good standing. Applications must be:

- Completed by a representative of the Exhibiting Company, and
- Accompanied by the required payment described above.

APEX reserves the right to exercise its sole discretion in the acceptance or refusal of exhibit space requests.

SPACE ASSIGNMENTS

The APEX 2018 EXPO will be held at the Boston Convention and Exhibition Center, from Tuesday 25 September 2018 through Thursday 27 September 2018.

WORLD OF CONTENT

A special area has been designated on the Exhibit Floor to accommodate certain types of exhibitors. If your company fits the categories of Feature Film Distributor or Television Program Distributor you may select space in the World of Content area.

PRE-ASSIGNED EXHIBITORS

Members attending the 2017 EXPO were permitted to select space according to a priority point system. In the event of a tie, exhibit space selection was assigned based on a random drawing or booking times took place concurrently. 2018 exhibitor bookings began in July 2017 based on priority points and will continue with appointments through the 2018 EXPO.

PRIORITY POINTS

Priority points are based on the following criteria:

- 1 point for every 6 square meters occupied for the previous 5 EXPOs (2012-2017)
- 1 point per year for membership in APEX

Additional priority points are available to 2018 sponsors, as follows:

Diamond - 75 points	Sapphire – 25 points	Silver – 10 points
Emerald – 50 points	Platinum – 20 points	Bronze – 5 points
Ruby – 35 points	Gold – 15 points	Copper – 2 points

There will be no net increase or decrease in the total number of priority points issued by APEX to a given company due to acquisition, merger or split involving one or more APEX member or non-member companies. Points are non-transferable unless:

1. A member company splits. In that event the new companies will evenly split the existing priority points of the original company at the time of the split. The points will be split evenly between the new companies unless otherwise agreed by the companies.
2. The same shall hold true for two or more companies that merge or where there is an acquisition. In that case the newly created/ surviving company will receive priority points equal to the combined priority points accrued by each company at the time of the merger or acquisition.

COMPETING EVENTS

No published or similarly pre-scheduled entertainment, meetings or similar activities will be permitted in hotel suites, meeting rooms or other private or public facilities during hours which conflict with APEX EXPO show times, or any other APEX official activities (including but not limited to Networking Event, Awards, and Welcome Reception). The spirit of this policy is to not solicit groups of attendees away from the show floor for extended periods of time during show hours in fairness to all exhibitors. Please Note: violation of this rule may result in a loss of 50% of your priority points (subject to APEX Board decision).

COMPETITOR PROXIMITY

Careful consideration will be given to all placement requests, including proximity to competitors. In the event of a conflict regarding space, APEX reserves the right to assign space, rearrange the floorplan or relocate any space at any time prior to the Exhibit opening. Affected exhibitors will be advised immediately in writing.

EXHIBITOR REPRESENTATION

Each exhibitor will name one individual as the duly authorized representative who will assume responsibility for all communications with APEX and the official service contractors. This individual will receive all official correspondence from APEX referring to the exhibit and will be responsible for communicating this information to registered personnel from the exhibiting company.

EXCLUSIVITY CLAUSE

APEX does not guarantee exclusive representation of a product on the Exhibit floor. APEX makes every effort to carefully screen membership applications and admit only those companies that meet all membership qualifications.

SUBLETTING OF SPACE PROHIBITED

Exhibitors are not permitted to assign, sublet or otherwise transfer a booth or any part of the space allotted to them, nor shall they exhibit or permit to be exhibited in their space, any merchandise, advertising materials or signage which is not part of their company's regular products or services.

Two or more exhibiting companies may share a booth space as long as each company has contracted for a minimum of Six (6) square meters.

CANCELLATION OR SPACE REDUCTION

A reduction or cancellation of APEX Exhibit space must be made in writing by completing a booth cancellation form. All booth space assigned and confirmed is non-transferable. Booth fees are refundable through 15 March 2018 but also are subject to a cancellation fee equal to \$400 for each 6 square meters of space that is cancelled or reduced. NOTE: Reductions in space or cancellations made after 15 March 2018 are NON-REFUNDABLE.

CONTRACTOR SERVICES

APEX has an Official Service Contractor (Freeman) that will provide the following services: booth furnishings and accessories (tables, shelving, etc.), furniture rental & signs. The contractor also will make available additional services, including booth designs, shipping, and labor to erect or dismantle custom exhibit booths. The online Exhibitor Services Kit with order forms, rates, and instructions will be provided to each exhibiting company approximately six months prior to the Exhibition. Included in this kit will be selected suppliers for all other services (e.g. rigging, plumbing, electrical, catering, etc.).

All Exhibitor questions regarding the above services should be directed to a customer service representative in the Exhibitor Service Department. An Exhibitor's service desk will be available during all hours of set-up, exhibition hours & tear down. Although all efforts will be made to accommodate exhibitor's last minute requirements, it is in exhibitors' best interest to plan ahead and to abide by the deadlines given due to limited equipment and services on-site.

BOOTHS AND MATERIALS OPTIONS

A. Standard Booth Package

The Standard Booth Package (SBP) fits one 2m x 3m (6.56ft by 9.84ft) Exhibit space. In the SBP, the following is included per every 6 sq. meters:

- A back hard wall which consists of three 1m (3.2ft) wide x 2.4m (8ft) high panels that create a 3m (9.84ft) wide back wall All walls are black in color.
- Two sidewalls which are each 2m (6.56ft) wide and 2.4m (8ft) high
- A header sign with your Company Name and booth number (company names will be on fascia headers as per the name registered officially with APEX)
- One covered table and two chairs, one wastebasket
- Booth carpet

The cost of the SBP is \$360 per square meter or \$160 for each 2m x 3m Exhibit space for Early Bird Pricing and \$400.per square meter or \$2400 for each 2m x 3m Exhibit space after 1 February 2018. NOTE: A standard 10ft. x 10ft. display will not fit in a 2m x 3m space.

B Floor Space Only

Exhibitors with a pre-constructed display may contract for Floor Space Only. Perimeter walls are not provided with this option; however, arrangements can be made with the service contractor for the design of a custom display, including but not limited to perimeter walls, other decorations and furniture.

Option A: Peninsula

Peninsulas must include their own 2.4m (8ft) high back wall which separates the Peninsula from neighboring exhibits and which conforms to the Booth Construction/Design/Layout rules listed below.

- A diagram of all displays must be reviewed by APEX and facility fire marshal by 1 July 2018. Failure to receive approval on display designs could result in major modifications to the exhibitor's layout at show site. All diagrams must be reviewed annually, even if the same design is being used for multiple years and has previously been approved.

Option B: Island

An island is an open area (usually over 18 m²) with no perimeter walls. However, arrangements can be made with the service contractor for the design of an island, including but not limited to perimeter walls, other decorations and furniture.

- A diagram for Displays must be reviewed by APEX and the facility fire marshal by 1 July 2018. Failure to receive approval on a custom display design could result in major modifications to the exhibitor's layout on-site. All diagrams must be reviewed annually, even if the same design is being used for multiple years and has previously been approved.

Early Bird Pricing for Floor Space Only through 1 February 2018

Up to 70 m² - \$305 per m²
 71 – 250 m² - \$280 per m²
 251 – 599 m² - \$250 per m²
 600 m² and over - \$240 per m²

Standard Pricing for Floor Space Only (after 1 February 2018)

Up to 70 m² - \$335 per m²
 71 – 250 m² - \$310
 251 – 599 m² - \$280 per m²
 600 m² and over - \$260 per m²

GENERAL BOOTH CONSTRUCTION/DESIGN/LAYOUT GUIDELINES

The following requirements relating to exhibit construction are designed to provide each Exhibitor with a reasonable sightline from the aisle; create a uniform and professional-looking display; and permit all Exhibitors maximum use of floor space for which they have contracted.

A. Exhibitors are not permitted to have any structures on the perimeter (outside aisles) of the booth that exceed 2.4m (8ft) high in order to allow an unobstructed view of neighboring booths,. **Structures over 2.4m (8ft) in height must be located at least .5m (18") in from the perimeter (outside aisles) of the booth and are subject to approval. APEX reserves the right to restrict heights** to specific areas of the exhibit hall.

B. The back wall of inline booths shall be placed along the centerline of each row of booths as marked on the Exhibition Floorplan. Back walls need to be finished in case they are visible.

C. Exhibitors whose booths do not conform to the above regulations may apply to APEX for variances. Requests for exceptions must be submitted, along with diagrams, in writing by 1 July 2018. Complete the variance request form and submit to: exhibits@apex.aero or phone: +1-678-303-3047

D. Ceiling Height in Hall C ranges from 35 feet 5 inches to 82 feet. Any structure over 8 feet will require a variance request and approval from APEX. Displays/signs may be allowed to reach a maximum height of 20 feet depending on their location and are subject to approval by APEX when submitted with a variance request. Exhibitors found not

conforming to these guidelines without a variance approval will be required to dismantle the non-complying portions of the booth, and re-build to conform, at the exhibitor's expense. The exhibitor may be subject to further financial penalties. Variance requests should be submitted no later than 1 July 2018 to exhibitors@apex.aero.

E. Exhibitors arriving on-site and setting up a booth, which is different from the submitted booth plans, or that do not follow the rules and regulations will incur additional costs and will be subject to approval by APEX and the facility fire marshal.

RESTRICTIONS

- A. Exhibitors or their agents may not allow any articles to be brought into the Exhibition or any act done on the premises which would invalidate the insurance or increase the premium on the policies held by the management of the Boston Convention and Exhibition Center, nor permit anything to be done by their employees through which act the premises, property, or equipment of other Exhibitors will be damaged.
- B. No signs or equipment of other Exhibitors will be damaged. No signs or articles can be affixed, nailed or otherwise attached to walls, floors, etc., in such a manner as to deface or destroy them. In addition, use of tacks, plastic tape, nails, screws, bolts, or any devices that could mar or damage the floor or carpet is prohibited. All space is leased subject to these restrictions. Violations of these rules will annul the Exhibitor contract, and the Exhibitor will be held liable for any damage resulting from such violation.

Please submit all variance requests to: exhibitors@apex.aero or phone: +1.678-303-3047 no later than 1 July 2018.

There will be no smoking in the Boston Convention and Exhibition Center.

CO-LOCATION AGREEMENT-REED EXHIBITIONS LIMITED (AIX)

In response to requests from the APEX membership, for the 2018 EXPO, APEX has entered into an agreement with Aircraft Interiors (AIX Asia) to co-locate their events. As part of that agreement, and to create sector-specific exhibit floors in Boston, the APEX exhibit hall shall continue to focus on the airline passenger experience areas of inflight entertainment, inflight entertainment electronics, inflight connectivity, passenger content, and passenger engagement products. Whereas the AIX exhibit hall shall focus on aircraft interior design, cabin engineering and management systems, seating products, soft furnishings, leather and textiles, galley equipment and lighting services and products. Companies focused on aircraft interior design, cabin engineering and management systems, seating products, soft furnishings, leather and textiles, galley equipment and lighting services and products should exhibit in the AIX hall. New APEX member companies focused on aircraft interior design, cabin engineering and management systems, seating products, soft furnishings, leather and textiles, galley equipment and lighting services and products will display in the AIX exhibit hall at AIX pricing.

USE OF SPACE - GENERAL

All efforts to advertise, demonstrate and operate the Exhibit must be conducted so as not to trespass the rights of other Exhibitors. No Exhibit will be permitted which interferes with the use of the other exhibits or impedes access to them or impedes the free use of the aisles. Failure to comply will result in a charge for aisle space.

APEX reserves the right to limit or restrict operation, which, for any reason, might be considered objectionable, without any liability for refund or damage.

USE OF SPACE - LIGHTS/AUDIO, ETC.

- A. No spotlight, droplights or other special lighting device may be directed toward the aisles or so that it proves to be irritating or distracting to neighboring Exhibit booths or guests.
- B. No strobe light effects are permitted.
- C. Projectors or TV screens must not cause people to block aisles. If you have a large viewing screen, please make sure it can be enclosed or draped for better viewing. Requests to remove ceiling light in the hall will not be honored.
- D. Operation of sound equipment that is of sufficient sound volume to be distracting to neighboring Exhibitors or guests will not be permitted. Show management will have jurisdiction over any disputes of this nature.
- E. Any audio system or electronic device producing irritating or intermittent or sequential sound that attracts attention to an Exhibit is not permitted. The distribution of noisemakers such as whistles, crickets, horns, etc. is prohibited.
- F. Audio presentations must be muffled so noise does not interfere with other Exhibitors. Extremely loud noises such as bells, sirens, buzzers, etc. will not be permitted in order to maintain a businesslike atmosphere.

USE OF SPACE - CATERING

Food and beverage for Exhibit booth spaces must be ordered directly from the Boston Convention and Exhibition Center. To order food or beverage, complete the catering request form in the Exhibitor Services Kit.

USE OF SPACE - PROMOTIONS, CONTESTS, GIVE-AWAYS, ETC.

- A. Any special promotions or stunts planned during the show must be kept within your booth space.
- B. Distribution by Exhibitors of any printed matter, souvenirs or other articles shall be restricted to within the space occupied by their Exhibits.
- C. Exhibitors are not permitted to conduct contests or drawings in their booths without written permission from APEX.
- D. No animals will be permitted in the Exhibit Hall without prior approval of APEX and the Boston Convention and Exhibition Center.

MODELS, HOSTESSES, AND PRODUCT SAMPLING

- A. Exhibitors are encouraged to pre-register models/hostesses in order to avoid any delay in booth operation. Models must be properly and modestly clothed. No scanty or excessively revealing attire will be permitted.
- B. Product demonstrations and sampling involving the interaction of Exhibit personnel and their audience are restricted to the Exhibit floor ONLY. Use of so-called "barkers" or "pitchmen" (mechanical or human) is prohibited.
- C. There shall be no demonstrations for sampling outside of contracted exhibit space. Should samplers interfere with the normal traffic of neighboring exhibits, APEX will have no alternative but to request that the sampling be eliminated.

CAMERAS/VIDEO EQUIPMENT

Exhibitors wishing to photograph or video their own Exhibition booth must obtain permission from APEX. Picture taking or video recording of any display other than the exhibitors own contracted booth area is not permitted without the owner's permission. These will be handled on an individual basis and will only take place when the Exhibit Hall is closed. Any third-party photographer that is not the official APEX photographer will be required to be registered to gain access to the exhibit floor and are subject to the rules and regulations of the EXPO.

Camera and video equipment may not be stored in the aisles. Filming and video recording from the aisles is discouraged and must be of limited duration not to exceed one or two minutes in length. Failure to comply will result in a charge for aisle space and immediate removal of all video and photography equipment.

PROHIBITION OF SELLING PRODUCTS AND TAKING ORDERS FOR SHOW DELIVERY

APEX provides display space for manufacturers to Exhibit and demonstrate products on the basis of their potential informational and commercial value, and not for the purpose of selling on the Exhibit floor. All Exhibitors will be required to adhere to such rules and regulations as may be established by the U.S. Internal Revenue Service to ensure continued income tax exemption for the APEX EXPO.

MEETING SPACE AND HOTEL SUITES

To inquire about meeting space and suite availability, please contact Jace Hood at jhood@kellencompany.com & fill out the form found here: <http://connect.apex.aero/?page=2018EXPOMeetingRoom>

Please NOTE: only exhibiting companies who are registered for the EXPO may book suites and meeting space.

APEX reserves the right to control all suites in hotels participating in housing for the APEX 2018 EXPO. These controls have already been set up with the hotels.

FIRE REGULATIONS

- A. All materials used in the Exhibition must be of a nonflammable nature and fire resistant in order to conform to local fire ordinances and in accordance with regulations established by the National Association of Fire Underwriters. Fire regulations prohibit the use of crepe paper, corrugated paper or cardboard or any other highly combustible or flammable material. Please refer to the fire regulations found within the Exhibitor Service Kit for more specifics.
- B. Electric signs and equipment must be wired to meet the specifications of the local fire authorities.
- C. Fire extinguishers on walls or on the floor or elsewhere may not be removed or obstructed in any manner.
- D. Any Exhibitor having equipment which produces heat, smoke, or open flames as an integral part of product demonstration must receive written approval of plans from the Boston Convention and Exhibition Center fire authorities and from APEX.
- E. All aisles and exhibits must be kept clear at all times and fire stations and fire extinguisher equipment is not to be covered or obstructed.
- F. All doors on exhibits must open in towards the booth and not out towards the aisles.
- G. Absolutely no storage of any kind will be permitted within the confines of the Exhibition Floor.

All displays are subject to inspection by the Fire Prevention Bureau. Any construction materials found not to be fireproof may be ordered dismantled.

MUSIC LICENSING

Exhibitor will be responsible for individual licensing fees (e.g., ASCAP/ BMI/Guilds). APEX assumes no responsibility for licensing agreements or fees for individual Exhibitors or parties.

CUSTOMS AND SHIPPING INFORMATION

Instructions for shipping materials and products, along with information about the Customs Broker will be included with the Exhibitor Services Kit, which is provided by the official service contractor, Freeman.

SECURITY

Security personnel will be in place in the Exhibit Hall from Thursday, 20 September 2018 at 17:00 through Thursday 27 September, 2018 at 17:00. All security is subject to the provisions of the following paragraph on Assumption of Risk.

ASSUMPTION OF RISK

The Exhibitor acknowledges the layout of the Exhibit area and the large numbers of people present in the Exhibit Hall make it impossible for adequate security to be provided to protect the Exhibitor's merchandise and other property. Accordingly, the Exhibitor assumes all risk of loss for Exhibitor's merchandise, fixtures, displays, and any other property of the Exhibitor located in the Exhibit area, storage area, or any other area where access has been provided to Exhibitors by APEX where such loss results from theft, vandalism, or any other damage caused by any agent or employee of APEX or

caused by any other person either authorized or not authorized to be present at the Exhibit Hall. Furthermore, the Exhibitor acknowledges that security guards and storage areas are provided by APEX merely as a service, and that APEX has made no representation regarding the adequacy of such security measures. APEX recommends that all Exhibitors consult their individual insurance representatives to obtain appropriate insurance coverage.

It is understood by the Exhibitor that the nature of the facilities available, the presence and circulation of large numbers of people, the difficulty of effective supervision over the protection of large numbers of removable articles in many booths, and various other factors, make it reasonable that each Exhibitor shall assume the risk of any injury, loss or damage. The Exhibitor, by signing the Application & Contract for Exhibit Space, thereby assumes such risk and expressly releases and agrees to indemnify APEX and its members, officers, representatives and employees from any and all claims for any such loss, damage or injury.

Security will be furnished for the perimeter of the hall, but the furnishing of such security shall not be deemed to affect the non-liability of APEX and its members, officers, representatives, and employees; the official service contractors; the Boston Convention and Exhibition Center, its officers, representatives and employees; nor to modify in any way the assumption of risk and release provided for above.

It is highly recommended Exhibitors take precautionary measures of their own, such as ordering your own security guard through the official APEX Security Company. An order form is included in the Exhibitor Service Kit.

EXHIBITION HOURS

The following hours are subject to change; in which all Exhibitors will be notified in writing. The Exhibit Floor will not be open at any other time. Exhibiting companies may enter the hall 2 hours before show opening on show days with appropriate badging. No children under 18 years of age will be permitted in the exhibit hall at any time.

Tuesday 25 September	09:00 - 18:00
Wednesday 26 September	09:00 - 18:00
Thursday 27 September	09:00 - 17:00

EXHIBITOR SET-UP AND TEARDOWN

Due to the complex logistics of the Boston Convention & Exhibition Center, having two shows in one hall and costs of labor we have created a detailed move in and move out schedule below. We ask that all exhibitors strictly follow this plan to assist in minimizing costs of labor.

All Exhibitors

If an Exhibit is not set up by 20:00 Monday 24 September, APEX has the right to either reassign such space to another Exhibitor or to make other use of the space as deemed necessary or appropriate. No refund will be made to the original contracting Exhibitor. APEX also has the right to approve labor charges (which will be billed to the exhibitor) for the installation of the booth in a manner that is presentable for show open.

Set-up Hours

Thursday 20 September	10:00 - 20:00 - Exhibitors 450 m ² and over
Thursday 20 September	01:00 - 20:00 - Exhibitors 250-449 m ²
Friday 21 September	08:00 - 20:00 - Exhibitors 80-249 m ²
Saturday 22 September	08:00 - 20:00 - Exhibitors 36-79 m ²
Sunday 23 September	08:00 - 20:00 - All Exhibitors
Monday 24 September	08:00 - 20:00 - All Exhibitors

*There will be a few variances to the rules above, those affected will be notified directly.

Any charges incurred for necessary changes to the unoccupied Exhibit booth after 20:00 on Monday 24 September shall be borne by the original contracting Exhibitor. No part of an Exhibit shall be removed during the show without special permission from APEX.

Aisle Carpet will be laid promptly at 20:00 on 24 September, and any Booths that cause a delay will incur the charges of the delay.

The exhibit hall will close at 17:00 on Thursday 27 September. In order to secure small items and clear the floor of attendees at the close of the show, no I&D or exhibitor services (i.e. floral, furniture, catering, etc.) will be allowed in the hall until 17:30. ANY EXHIBITING COMPANY THAT IS FOUND TEARING DOWN OR PACKING UP ITS BOOTH BEFORE THE OFFICIAL CLOSING OF THE SHOW WILL RECEIVE A PENALTY FEE OF \$300. All exhibits must be removed from the halls by 17:00 Friday 28 September 2018. If exhibits are not removed, APEX reserves the right to remove exhibits and charge the expense to the Exhibitor.

Teardown

Thursday 27 September	17:30 - 22:00
Friday 28 September	08:00 - 22:00

EXHIBITOR PERSONNEL REGISTRATION AND ADMISSION TO HALL

Entrance to the APEX EXPO during Exhibit hours is restricted to persons in possession of an authorized EXPO Badge. Each person that needs access to your booth Tuesday – Thursday must register by completing a separate EXPO Registration Form to receive a badge. EXPO badges are non-transferable. Exhibitors who register personnel of a company other than their own will be deemed to have violated their contract and may be prohibited from participating in future APEX EXPOs or receive other penalties.

Registered Exhibitors will be allowed access to the exhibit floor two hours prior to show opening. Meetings, press conferences, etc. will not be allowed in the exhibit hall during non-show hours. This is for the protection and security of each exhibiting company and will be strictly enforced. If you are having a press conference, please send any press material to editor@apex.aero by 1 September 2018, and APEX will make every effort to help promote your event to registered media.

A service representative from an exhibiting company may be given special admission to the Exhibition Hall before, during or after Exhibition hours, if approval is obtained from an APEX staff member. A special service badge may be obtained from the EXPO Registration desk and will be provided to the service representative for a maximum 2-hour period. Each entrance to the Exhibit Hall by the service representative must be approved.

Children less than 18 years old will not be allowed on the exhibition floor at any time, either during exhibit set-up, exhibit show hours, or exhibition tear down.

Admission of Installation & Dismantling Crews

Exhibitors hiring Installation & Dismantling companies (non-official contractors or a contractor other than the official service contractor) must submit insurance information detailed in the Exhibitor Services Kit at least 30 days prior to set-up (23 August 2018).

All personnel assisting with the set-up of Exhibit stands must sign in and present credentials to the security guard at the entrance to the exhibit hall during set-up days.

Absolutely no dismantling crew will be allowed onto the show floor until 17:00 on Thursday 27 September.

FORCE MAJEURE

APEX shall not be liable to any Exhibitor for a cancellation of the Exhibition occurring either before or during the Exhibition show days due to causes beyond our control, including, without limitation, acts of God, fires, strikes, acts of war, or intervention by any governmental authority. If a cancellation occurs under the terms of this provision, then all amounts paid by Exhibitors to APEX for the Exhibition will be returned, minus a pro rata reduction equal to the expenses incurred by APEX, prior to, and arising from, such cancellation.

In the case that said premises shall be destroyed by fire or the elements or by any cause, or in the case of Government intervention or regulation, military activity, strikes, or any other circumstances that make it impossible or inadvisable for APEX to hold the show at the time and place provided in the Application and Contract for Exhibit Space, then and thereupon the contract shall terminate and the Exhibitor shall waive any claim for damages or compensation, except the pro rata return of the amount paid for space, after deduction of actual expenses incurred in connection with the show, and there shall be no further liability on the part of either party.

PROOF OF INSURANCE

Exhibitors are required to obtain adequate insurance coverage at their own expense for property loss or damage, minimum one million (U.S. Dollars) per occurrence and liability for personal injury, minimum one million per occurrence. Certificate of Insurance to be received in to APEX by 1 August 2018. Certificates of Insurance to be sent to exhibitors@apex.aero.

POSTPONEMENT OR CANCELLATION

APEX reserves the right, without liability, and in its sole discretion, to postpone or cancel the EXPO. In such an event, APEX will, at the request of any Exhibitor, return all amounts paid by such Exhibitor to APEX for the EXPO.

LIMITATION OF LIABILITY

APEX, its respective members, officers, employees, or agents shall not be liable to any Exhibitor (or any of his employees, agents, or invitees) for any injury, loss or damage to property or injury to person sustained by reason of such Exhibitor's participation in or presence at the Exhibition, unless such loss, damage, or injury is caused by an act of APEX, its employees, or agents which is willful, wanton, reckless, or amounts to gross negligence. Notwithstanding the foregoing, in the event APEX, its respective members, officers, employees, or agents shall be found liable to any Exhibitor for loss, damage, or injury sustained by reason of such Exhibitor's participation in or presence at the EXPO, or arising under the terms of these Rules, the amount of such liability to said Exhibitor shall be limited to a maximum of \$1000.

INDEMNIFICATION

Exhibitor hereby indemnifies and holds harmless APEX, the Boston Convention & Exhibition Center, and the official service contractor and any member, officer, employee, representative or agent thereof (each foregoing being hereinafter referred to individually as the "Indemnified Party") from and against all costs (including reasonable attorney's fees), losses, expenses or liabilities to third parties (other than liability solely the fault of the Indemnified Party) arising from any

act or omission (negligent or otherwise) of the Exhibitor or his representatives in connection with the Exhibitor's participation in the APEX EXPO.

AMENDMENTS AND ENFORCEMENT

The Exhibitor agrees that APEX shall have the right to make such rules and regulations or changes in floor plan arrangements of booths for said EXPO, as it shall deem necessary and to amend same from time to time. APEX reserves 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 himself, his agents, and employees agrees to abide by the Contract Conditions, Rules and Regulations, set forth herein, or by any subsequent amendments or interpretations.

Any Exhibitor not abiding by the Rules and Regulations set forth herein may forfeit the right to participate in future EXPOS and may be subject to additional penalties.

COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (if applicable)

Exhibiting Company shall be responsible for making its Exhibit accessible to persons with disabilities as required by the Americans with Disabilities Act, and shall hold APEX harmless from any consequences of Exhibiting Company's failure to this regard.

NOTICES

All notices required herein to be given to APEX should be mailed to: APEX Headquarters ATTN: Michelle Hall, The Towers at Wildwood Plaza, 3200 Windy Hill Road SE, Suite 600W, Atlanta, GA 30339 USA.

SEVERABILITY

If for any reason any provision of these Rules shall be deemed by a court of competent jurisdiction to be legally invalid or unenforceable, the validity of the remainder of these Rules shall not be affected and such provision shall be deemed consistent with applicable law, and, in its modified form, such provision shall be enforceable and enforced.

CHOICE OF LAW

These Rules shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Georgia, USA.

TRADEMARKS/COPYRIGHTS

The Exhibitor represents and warrants to APEX that no materials used in or in connection with their Exhibit infringe the trademarks, copyrights (including, without limitation, copyrights in music and other materials used or broadcast by Exhibitor) or other intellectual property rights of any third party. The Exhibitor agrees to immediately notify APEX 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 APEX, its agents, successors and assigns harmless from and against all losses, damages and costs (including attorneys' 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.