



Contract Rules and Regulations

1. DEFINED TERM

The term "Event" means California Cannabis Business Conference, scheduled to be held on October 8 - 9, 2019, (the "Event Dates") at Long Beach Convention Center (the "Exhibit Facility"). This Agreement is between MVP Education, LLC (hereinafter referred to as "MVP Education" or sometimes as "Exposition Management"). The term "Exhibitor" means, collectively, the company or person that applied for exhibit space rental and agreed to enter into this contract upon acceptance by MVP Education in the manner stated below.

2. CONTRACT ACCEPTANCE

This Contract is between MVP Education and the Exhibitor. This document, when signed by Exhibitor, with or without appropriate payment of the exhibit fee, constitutes a binding, irrevocable, legal Agreement on Exhibitor; enforceable against Exhibitor in accordance with its terms. Exhibitor does hereby apply for the reservation of space at the Long Beach Convention Center. Exhibitor does hereby apply for the reservation of space at the Long Beach Convention Center. MVP Education agrees to review this Contract and assign to Exhibitor, exhibit space, if available, consistent with Event eligibility requirements, policies, and at the discretion of MVP Education. Upon acceptance of this Contract by MVP Education this Contract shall become a legally binding Contract enforceable in accordance with its terms. Exhibitor agrees to be bound by the Application & Contract, Contract Terms, the Exhibitor Service Manual and/or any other regulations issued prior to the exposition by MVP Education.

3. NCIA MEMBERSHIP REQUIREMENT

All exhibitors must be National Cannabis Industry Association (hereinafter referred to as "NCIA") members to exhibit. Membership must be current and in good status at the time of the event date to set up on the Event floor. There will be no exceptions to the membership requirement.

4. ELIGIBILITY OF EXHIBITOR

Exposition Management reserves the right to determine the eligibility of any Exhibitor. Exposition Management reserves sole control over admission policies. These Contract Terms are established for the mutual protection of MVP Education, and the Exhibitor. Exposition Management reserves the right to make such changes in the time schedule or in the general plan of the Exposition as may be deemed by the Exposition Management to be in the best interests of exhibitors and the Exposition generally. All matters and questions not covered by these Contract Terms are subject to the decision of Exposition Management. All terms of the Application & Contract will be enforced by Exposition Management.

5. PROFESSIONALISM

Exhibitors are expected to maintain a high level of professionalism while exhibiting at the individual Events. This includes, but is not limited to, dressing in appropriate business casual attire, presenting professional exhibitor booths/displays and engaging in respectful communication among fellow sponsors, delegates and event/venue staff.

6. SOLICITATION

Exhibitor agrees to confine certain activities to the Exhibitor designated exhibit space. These activities include, but are not limited to solicitations, demonstrations, staging Exhibitor's Personnel, and distribution of



marketing materials. Exhibitor agrees not to display signs, products or marketing materials anywhere other than the Exhibitor's designated exhibit space. Standing in aisles or in front of exhibit booths of other Exhibitors for advertising purposes is strictly prohibited. Persons connected with non-exhibiting companies are prohibited from any dealing, exhibiting, or soliciting within the Exposition.

7. CASH AND CARRY SALES

Exhibitor agrees not to conduct over-the-counter sales (cash, check or credit card) of tangible, goods at Event, for items which the purchaser will take possession of during such transaction. Only bona fide business orders for future billing, payment, and delivery are permitted. Unless approved in advance by Exposition Management in writing, the following sales are strictly prohibited during the Event: (a) any retail sales including but not limited to, any retail sales in violation of the retail sales tax regulations where the Event is being held; (b) any sale where merchandise changes hands during the Event; and (c) any direct sale from the Exhibitor to consumer. The Event is strictly business to business.

8. ASSIGNMENT OF EXHIBITOR SPACE

Exposition Management will assign Exhibitor an exhibit space. Exposition Management will make every attempt to honor Exhibitor's preference for exhibit space; however, Exposition Management reserves the right to change exhibit space assignments at any time up to and during the Event within Exposition Management's reasonable discretion to advance and preserve the well-being of the Event.

9. BADGES

At all times, all exhibit personnel shall wear proper badge identification, as provided by Exposition Management, prominently displayed for viewing by Exposition Management or representatives of the official contractor for security. Badges are not transferable and those worn by other than the person to whom issued will be confiscated.

10. SHARING AND SUBLETTING

Exhibitor agrees not to assign or sublet the whole or any portion of the rented space covered by this Contract, including clients or partners of an organization. For each additional company subletting or sharing space, a fee of equal to the rate card cost of a 10x10 space will be charged to the exhibiting company per 10'x10' booth.

11. EXHIBITOR'S REPRESENTATIVE

Each Exhibitor's organization must name one person to be its official representative, with authorization to enter into such service contracts necessary for the installation and removal of exhibits and the provision of services, for which the Exhibitor will be responsible. At least one person must be in the exhibit booth during all hours the Exposition is open.

12. FLOOR PLAN

All dimensions and locations on the official floor plan are believed, but not warranted, to be accurate. MVP Education reserves the right to make modifications that may be necessary to meet the needs of the Event. MVP Education has the absolute right to allocate and assign space among exhibitors and to relocate exhibitors after initial assignment if circumstances warrant at its sole discretion.



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13. CANCELLATION BY EXHIBITOR

Exhibitor may provide written notice to cancel or downsize from the Event subject to the following conditions and restrictions:

- A. If written cancellation or downsize notification is received by June 10, 2019, Exhibitor will be liable for 50% of the total exhibit fees and 100% of the Sponsorship and Advertising fees. In such a case, Exhibitor becomes obligated to make immediate payment of any unpaid portion of the total Contract cost. Exhibitor is liable for all terms and conditions.
- B. If written cancellation or downsize notification is received after June 10, 2019, the Exhibitor is liable for 100% of the total exhibit fees and 100% of the Sponsorship and Advertising fees. In such a case, Exhibitor becomes obligated to make immediate payment of any unpaid portion of the total Contract cost. Exhibitor is liable for all terms and conditions.

In the event of cancellation or downsizing, Exposition Management reserves the right to use the canceled or downsized space, including but not limited to the sale of the space to another Exhibitor without any rebate or allowances to the canceled or downsized Exhibitor. Exhibitor may be required to move to a new location if it requests a downsizing of space. By canceling exhibit space participation, all marketing of the Sponsorship and Advertising ceases on the date of the cancellation. The amount of cancellation is considered to be liquidated and agreed upon damages, for the injuries MVP Education will suffer as a result of Exhibitors' cancellation or downsizing. 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 MVP Education to sustain damages. In this situation, MVP Education damages will be substantial but they will not be capable to determine 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. Should the Agreement be referred to a collection agency/attorney for any reason, the contracting company and or representing agency of said contracting company is responsible to pay a 25% attorney fee plus interest, lost discounts, and costs associated with any and all collection efforts.

By canceling exhibit space participation, Exhibitor will forfeit all exhibit benefits.

14. CANCELLATION BY MVP EDUCATION

If Exhibitor fails to make a payment required by this Contract in a timely manner, MVP Education may terminate this Contract (and Exhibitor's participation in the Event) without further notice and without obligation to refund monies previously paid. MVP Education 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 MVP Education. MVP Education 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. MVP Education may also terminate this Contract immediately upon written notice of termination if Exhibitor breaches any of its obligations under this Contract, without any obligation on MVP Education's part to refund any payments previously made and without releasing Exhibitor from any liability arising as a result of or in connection with such breach. Should the Agreement be referred to a collection agency/attorney for any reason, the contracting company and or representing agency of said contracting company is responsible to pay a 25% attorney fee plus interest, lost discounts, and costs associated with any and all collection efforts.



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15. TERMINATION OF EVENT

If Exposition Management should be prevented from holding the Event by reason of any cause beyond its control (such as, but not limited to damage to buildings, riots, labor disputes, acts of government or acts of God) or if it cannot permit the Exhibitor to occupy the space due to causes beyond its control, then Exposition Management has the right to cancel the exhibition with no further liability to the Exhibitor other than a refund of space rental less a proportionate share of exhibition expenses. Exhibitor further releases Exposition Management of all liability. MVP Education reserves the right to cancel, re-name or re-locate the Event or change the dates on which it is held. If MVP Education changes the name of the Event, re-locates the Event to another event facility within the same city, or changes the dates for the Event not more than 60 days earlier or 60 days later on with which the Event was originally scheduled to be held, no refund will be due to the Exhibitor, but MVP Education will assign to Exhibitor, in lieu of the original space, such other space as MVP Education deems appropriate and Exhibitor agrees to use such space under the terms of this Contract. If MVP Education elects to cancel the Event other than for a reason previously described in this paragraph, MVP Education shall refund to each Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of all liabilities of MVP Education to Exhibitor.

16. ASSUMPTION OF RISKS; RELEASES

To the fullest extent permitted by law, Exhibitor expressly assumes all risks associated with, resulting from or arising in connect with Exhibitor's participation at the Event, 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 MVP Education 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 MVP Education nor Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither MVP Education, NCIA nor 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.

17. INDEMNIFICATION

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, FOR CALIFORNIA CANNABIS BUSINESS CONFERENCE, EXHIBITOR SHALL INDEMNIFY, DEFEND (WITH LEGAL COUNSEL SATISFACTORY TO MVP EDUCATION), AND HOLD MVP EDUCATION AND ITS OFFICERS, DIRECTORS, AGENTS, AFFILIATES, REPRESENTATIVES, EMPLOYEES AND ASSIGNS, NCIA AND ITS OFFICERS, DIRECTORS, AGENTS, AFFILIATES, REPRESENTATIVES, EMPLOYEES AND ASSIGNS AND THE EXHIBIT FACILITY 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 CALIFORNIA CANNABIS BUSINESS CONFERENCE, (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



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ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHT; (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 MVP EDUCATION AND NCIA'S GROSS NEGLIGENCE, ACTS OF THEFT, OR WILFULL MISCONDUCT.

18. LIMITATION OF LIABILITY

To the fullest extent permitted by law under no circumstance shall MVP Education, NCIA or the Exhibit Facility 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 loss profits or damages. In no event shall MVP Education and NCIA maximum liability under any circumstances exceed the amount actually paid to MVP Education by Exhibitor for exhibit space rental pursuant to this Contract. MVP Education makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or regarding any other matters.

19. EXHIBIT SPACE OCCUPANCY

For the Event, the hours and dates for installing, occupying and dismantling exhibits will be determined by MVP Education. If Exhibitor fails to install its display in its display by the designated time for Exhibitor set-up or leaves its spaced unattended during Exhibit hours, MVP Education shall have the right to take possession of the space, resell, reassign, or use exhibit space, and no refund will be due to the Exhibitor. Exposition Management reserves the right to set, at the Exhibitor's expense, any booth(s) not set by done hour prior to the first day of the opening of the Event. All exhibits must be open for business during the Event(s) hours. Installation, Event, and Dismantling hours and dates shall be those specified by MVP Education. Packing of exhibits prior to the close of the Event is prohibited. Exhibitor shall be liable for all storage and handling charges for failure to remove exhibits by specified time and date. This clause shall not be construed as affecting the obligation of Exhibitor to pay the full amount of the rental provided for in this Contract for space, nor shall it affect the right of MVP Education to retain as liquidated damages the whole or any part of the rental received.

20. 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.

21. COMPLIANCE WITH LAWS; TAXES AND LICENSES

Exhibitor agrees to abide by and observe all applicable federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations (including any union labor work rules). Without limiting the foregoing, Exhibitor shall construct its exhibits to comply with the Americans with Disabilities Act and shall ensure the provision of auxiliary aids and services for its staff or attendees to enable effective communication with disabled Event participants. Exhibits must meet all required fire regulations; those that do not pass inspection will be ordered closed until all fire hazards are corrected or removed. Exhibitor shall be solely responsible for obtaining all licenses, permits or approvals under federal, state or local laws applicable to



Exhibitor's activities at the Event. Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, including any applicable sales taxes, license fees, use fees, royalties or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event.

22. **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 California Cannabis Business Conference, Comprehensive General Liability and Automobile Liability insurance policies shall name as additional insureds MVP Education, LLC and each of its affiliates, National Cannabis Industry Association and each of its affiliates, and Long Beach Convention Center, SMG, the City of Long Beach, their officers, agents and employees and its affiliates.

Copies of additional insured endorsements, primary coverage endorsements, and, if needed by MVP Education in its determination, complete copies of policies, satisfactory to MVP Education, shall be promptly furnished to MVP Education 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 canceled without 30 days advance notice to MVP Education.

23. **EXHIBITOR SERVICE MANUAL**

Approximately 90 days from the Event, MVP Education will post an Exhibitor Service Manual on their show websites. The Exhibitor Service Manual will include information integral to participation at the Event, 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, exhibit and move-out schedules.

24. **ADDITIONAL TERMS AND CONDITIONS**

MVP Education has sole control over attendance policies. Except as provided to the contrary of this Contract, all monies paid by Exhibitor shall be deemed fully earned and non-refundable at the time of payment. In



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addition to its right to close an exhibit and withdrawn acceptance of the Contract, MVP Education 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 MVP Education. Exhibitor may not assign this Contract, or any right hereunder nor may Exhibitor sublet or license all or any portion of its exhibit space.

25. INCORPORATION OF RULES AND REGULATIONS

Any and all matters pertaining to Event not specifically concerned by the terms and conditions of this Contract shall be subject to determination by MVP Education in its sole discretion. MVP Education may adopt rules and regulations for Event 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 Event shall observe and abide by additional regulations made by MVP Education as soon as these additional rules are communicated to Exhibitor or posted in the Exhibitor Service Manual. This Contract for Event (including the Exhibitor Service Manual and any additional rules and regulations adopted by MVP Education from time to time states the entire Agreement of the parties with respect to the subject matter hereof.

26. EXHIBIT SPACE

Exhibit Space includes:

- a. Two (2) chairs, one (1) 6' skirted table and wastebasket
- b. 8' back drape and 3' side drape (for linear booths only) in Event show colors
- c. One (1) booth identification sign (7" x 44")
- d. One (1) Lead Retrieval System designated by MVP Education (System must be reserved 60-days prior to the Event)
- e. Logo and 50-word description displayed on Event website
- f. Four (4) complimentary Event conference passes
- g. 20% discount on additional Event conference passes at the regular Event conference rate

27. EXHIBITORS REQUIRED MARKETING MATERIALS

Exhibitor agrees and understands that it must submit marketing materials no later than ninety days before the first published date of the Event, to receive the full benefit of the products and services provided under this Agreement. This includes the submission of any needed materials for an exposition guide or mobile app that may be used to promote the exhibitor. If an Exhibitor chooses to take advantage of a sponsorship package, as detailed herein, the sponsorship package may require Exhibitor to provide additional marketing materials to third parties. Exhibitor understands that third parties are unrelated to Exposition Management, and Exposition Management will not be liable for the performance of any third parties.

28. PAYMENT

A 25% nonrefundable deposit is due within 30 days of Contract signature; the remaining balance (75%) is due by August 9, 2019. If signing for exhibit space or sponsorship after August 9, 2019, 100% of payment is due upon application. Booth assignment is contingent upon receipt of payment in full. Exposition Management reserves the right to cancel space and to sell the space to another Exhibitor without any rebate or allowances to the former Exhibitor. Please make all checks payable to MVP Education.



Payments must be made online via the booth application system or payments may be remitted to the following:

Please send ACH or wire payments using the below:

Account Name: MVP Education, LLC
Bank of America
Account Address: 6100 W Plano Parkway Suite 3500
Plano, TX 75093-8230
ABA/Routing # (Wire) 026009593
ABA/Routing # (ACH) 111000025
SWIFT Code (Intl Wires) BOFAUS3N
Account # 488061568080

Please send checks payable to MVP Education, LLC via mail to the following Remittance Address. Reference California Cannabis Business Conference 2019 in the notes section of your payment.

MVP Education, LLC
P.O. Box 841396
Dallas, TX 75284-1396
FEDERAL ID # 46-4791099

Please send checks payable to MVP Education, LLC via Overnight Mail to the following Remittance Address. Reference California Cannabis Business Conference 2019 in the notes section of your payment.

Bank of America Lockbox Services
Lockbox 841396
1950 N. Stemmons Freeway
Suite 5010
Dallas, TX 75207

All notifications regarding booth space, sponsorships, and exhibit related questions should be sent to:

MVP Education, LLC
Attn: California Cannabis Business Conference 2019 Sales
307 International Circle; Ste. 190
Hunt Valley, MD 21030
Email: CaliforniaCannabisBusinessConference@mci-group.com

29. MISCELLANEOUS

Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof. Arbitration will be held in Maryland. This Contract shall be deemed entered into in Virginia and shall be interpreted according to the laws of the state of Virginia. No part of this Contract shall be assignable by Exhibitor without the prior written consent of MVP Education. 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 cost 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.

30. AUTHORITY TO SIGN

Exhibitor represents that the individual signing this Agreement on behalf of the Exhibitor has the authority to do so and to so legally bind the Exhibitor. Exhibitor represents that the execution, delivery, and performance of this Agreement by Exhibitors have been fully and validly authorized by all necessary corporate authorities.