

SOUTH TEXAS GAMERS' EXPO 3 - EXHIBITOR AGREEMENT

1. Defined Terms – The term “Event” refers to South Texas Gamers’ Expo, currently scheduled on September 10th 2016 (“Event Date”) at the McAllen Convention Center (“Exhibit Facility”). The Event is owned, produced and managed by South Texas Conventions LLC (“STXC”). As used hereinafter, the term “Organizer” means, collectively, STXC, and each of its/their respective officers, directors, agents, affiliates, representatives, employees and assigns, unless the context requires otherwise. The term “Exhibitor” means, collectively (I) the company, any other business entity, or person that applied for exhibit space rental and agreed to enter into this contract upon acceptance by STXC in the manner stated below and (II) each of its officers, directors, shareholders, employees, contractors, agents, representatives, and/or invitees, as applicable.

2. Contract Acceptance This contract shall become binding and effective when exhibitor purchases exhibit space for the Event.

3. Assumption of Risks Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor’s participation or presence 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, or otherwise. 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 without limitation any subrogation claims by its insurer). Neither Organizer nor the Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither Organizer nor the Exhibit Facility shall be liable for, and Exhibitor hereby fully and forever release and discharge the Organizer and the Exhibit Facility, individually and collectively, and their present and former officers, directors, shareholders, partners, affiliates, employees, agents, representatives and attorneys, and predecessors, assignees and successors of each of them, from all claims, actions, causes of action, demands, cross-claims, counter-claims, obligations, contracts, indemnities, contributions, suits, debts, sums, accounts, controversies, rights, damages, costs, attorneys’ fees, losses, expenses and liabilities whatsoever, in law, equity or otherwise (collectively “Claims”) which either may now have or have had or which may hereafter accrue, individually, collectively or otherwise in connection with, relating to or arising out of Exhibitor’s participation and/or presence in the Event. Exhibitor acknowledges that there is a possibility that subsequent to the execution of this contract, it will discover facts or incur or suffer claims that were unknown or unsuspected at the time this contract was executed, and which if known by it at that time may have materially affected its decision to execute this contract. Exhibitor acknowledges and agrees that by reason of this contract, and the releases contained in this Section 3, it is assuming any risk of such unknown facts and such unknown and unsuspected claims. This release shall constitute a full release in accordance with its terms.

4. Indemnification Exhibitor shall on a current basis, indemnify, defend (with legal counsel satisfactory to STXC in its sole discretion) and hold Organizer and the Exhibit Facility harmless from any and all claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys’ fees and expenses, which result from or arise out of or in connection with (a) Exhibitors’ participation or presence at the Event; (b) any breach by Exhibitor of any agreements, covenants, promises or other obligations under this contract; (c) any matter for which Exhibitor is otherwise responsible under the terms of this contract; (d) any violation or infringement (or claim or violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from the actions of Exhibitor; (f) harm or injury (including death) to Exhibitor; and (g) loss or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, theft, mysterious disappearance or otherwise. Exhibitor shall not settle or compromise any claims against Organizer without Organizer’s prior written consent.

5. LIMITATION OF LIABILITY UNDER NO CIRCUMSTANCES SHALL ORGANIZER OR THE EXHIBIT FACILITY BE LIABLE FOR ANY LOST PROFITS OR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER FOR ANY OF THE ACTS OR OMISSIONS WHETHER OR NOT APPRISED OF THE POSSIBILITY OF ANY SUCH LOST PROFITS OR DAMAGES. IN NO EVENT SHALL ORGANIZERS MAXIMUM LIABILITY UNDER ANY CIRCUMSTANCE EXCEED THE AMOUNT ACTUALLY PAID TO STXC BY EXHIBITOR FOR EXHIBIT SPACE RENTAL PURSUANT TO THIS CONTRACT. Organizer makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or regarding any other matters.

6. Qualifications of Exhibitor STXC, in its sole discretion, shall have the right to determine whether a prospective exhibitor is eligible to participate in the Event. Applicants may be required to submit a description of the nature of their business and the items intended to be exhibited. STXC reserves the right to restrict or remove any exhibit that STXC, in its sole discretion, believes is objectionable or inappropriate. No adult materials may be displayed or sold. **7. Assignment of Space** Exhibit space shall be assigned by STXC in its sole discretion for the Event and for the Event Dates only. Any such assignment does not imply that similar space will be assigned for future events held by Organizer. STXC reserves the right to change the floor plan or to move an Exhibitor to another booth location prior to or during the Event if STXC in its sole discretion determines that to do so is in the best interest of the Event.

8. Cancellation by Exhibitor Generally, partial cancellation of booth space is not permitted, any partial cancellation must have the prior written consent of STXC, which consent shall be in STXC’s absolute discretion. Exhibitors who cancel exhibit space more than 90 days prior to the opening day of the Event, will be refunded total due, less \$50.00. Exhibitors who cancel exhibit space less than 90 days prior to the opening day of the Event, but more than 60 days prior to the opening day of the Event, will pay a cancellation fee of 50% of total due. There will be no refunds for cancellations made less than 60 days prior to the opening day of the Event.

9. Cancellation by STXC If Exhibitor fails to make a payment required by this contract in a timely manner, STXC may terminate this contract immediately (and Exhibitor's participation in the Event) without further notice and without obligation to refund monies previously paid. STXC reserves the right at its discretion to refuse Exhibitor permission to move in and set up an exhibit if Exhibitor is in arrears of any payment due to STXC. STXC is expressly authorized (but has no obligation, expressed or implied) 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. STXC may also terminate this contract effective upon written notice of termination if Exhibitor breaches any of its obligations under the contract without any obligations, expressed or implied, on STXC'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. If STXC removes or restricts an exhibit which STXC considers to be objectionable or inappropriate, no refund will be due Exhibitor.

10. Cancellation of the Event If STXC cancels the Event due to circumstances beyond the reasonable control of STXC (such as weather, acts of war, governmental emergency, labor strike or unavailability of the Exhibit Facility) STXC shall refund to each Exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred, in full satisfaction of Organizer's liabilities to Exhibitor. STXC reserves the right to cancel, re-name or re-locate the Event or change the dates on which it is held. If STXC changes the name of the Event, relocates the Event to another event facility within the same city or changes the dates for the Event to dates that are not more than thirty (30) days earlier or thirty (30) days later than the dates on which the Event originally was scheduled to be held, no refund will be due to Exhibitor; provided however, STC shall assign use of such space to Exhibitor pursuant to the terms of this contract. If STXC elects to cancel the Event other than for reasons previously described in this paragraph, STXC shall refund to each Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of any and all liabilities on the part of the Organizer to Exhibitor.

11. Exhibit Space Occupancy Hours and dates for installing, occupying and dismantling exhibits shall be those expressly specified by STXC. If Exhibitor fails to install its display in its assigned space by the time the show is scheduled to open or leaves its space unattended during the Exhibit hours, STXC shall have the right to take possession of the space. All exhibits must be open for business during the Event hours. Exhibitor may not dismantle the display until the Event is officially closed by STXC. Exhibitors may not assign their display space to third parties without prior written approval from STXC. Electricity is an additional charge paid to the McAllen Convention Center. Exhibitors are allowed to bring their own backdrop and setup. However, these items must not interfere with adjoining vendors. Exhibitors are responsible for any extension cords or other necessary supplies needed to get electricity to their table from the paid electrical source. Exhibitors are not allowed to get in line for autographs before the event opens.

12. Listings and Promotional Materials By Exhibitor's participation in the Event, Exhibitor expressly grants to STXC a fully paid, perpetual non-exclusive license to use, display and reproduce the name, trade names and product names of Exhibitor in any directory (print, electronic or other media) listing the exhibiting companies at the Event and to use such names in STXC promotional materials. STXC shall not be liable for any errors in any listing or descriptions or for omitting any Exhibitor from the directory or other lists or materials. Exhibitor agrees that STXC may also take photographs of Exhibitor's booth space, exhibit and personnel during, before or after the open hours of the Event and use such photographs for any STXC promotional purpose.

13. 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.

14. Taxes and Licenses Exhibitor shall obtain any licenses, permits or approvals under federal, state or local law applicable to its activities at the Event at its sole expense. Exhibitor shall obtain any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event.

15. Copyrighted Materials Exhibitors shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Event unless it has obtained all necessary rights and paid all required royalties, fees or other payments. Under no circumstances shall Exhibitors display or sell grey market goods, otherwise known as "bootleg", "pirated" or "counterfeit" merchandise. Possession or sale of unauthorized materials is at the Exhibitor's own risk and subject to removal from the Event or confiscation by the appropriate authorities. Confiscated items will not be returned or compensated for, and refunds on booth rental will not be issued.

16. Observance of Laws Exhibitor shall abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Exhibit Facility (including without limitation any union labor work rules). Without limiting the generality of the foregoing, Exhibitor shall construct its exhibits to comply with the Americans with Disabilities Act.

17. Additional Terms and Conditions Exhibitor shall conduct itself at all times in accordance with normal standards of decorum and good taste. In addition to its right to close an exhibit and withdraw acceptance of the contract, STXC in its sole judgment may refuse to consider for participation in future events held by Organizer an Exhibitor who violates or fails to abide by the contract and any of the accompanying rules and regulations. Any amendment or modification to this contract must be in writing and signed by an authorized representative of STXC. Exhibitor may not assign this contract or any right hereunder nor may Exhibitor sublet or license all or any portion of its exhibit space without the prior written consent of STXC, which consent shall be in STXC's sole discretion.

18. Exhibitor Service Guide Approximately two weeks before the Event, STXC will send an Exhibitor Service Guide to the Primary Contact listed by Exhibitor. The Exhibitor Service Guide will include information integral to participation at the Event, including but not limited to additional exhibitor rules and regulations, official contractor order forms, registration, shipping

and drayage, utilities and building services, exhibitor display rules, and move-in, move-out schedules.

19. Incorporation of Rules and Regulations Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this contract shall be subject to determination by STXC in its sole discretion. STXC may adopt rules or regulations 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 Event Guide or similar document) are an integral part of this contract and are incorporated herein by reference and shall have the full force and effect as if such rules and regulations are fully set forth herein. Exhibitor shall observe and abide by additional regulations made by STXC as soon as these additional rules or regulations are communicated to Exhibitor. This contract (including the Exhibitor Event Guide and any additional rules or regulations adopted by STXC from time to time) states the entire agreement of the parties with respect to the subject matter hereof.

20. Governing Law This contract is governed by the laws of the State of Texas as applied to contracts entered into and entirely performed within such state. Exhibitor agrees that the courts located in the State of Texas shall constitute the exclusive forum for the resolution of any and all disputes arising out of, connected with or related to this contract or the breach of any provision of this contract. Exhibitor waives any right to assert lack of personal or subject matter jurisdiction and agrees that venue properly lies in McAllen, Texas.

21. Character of Displays Use of Aisles and Common Areas Distribution of samples and printed matter of any kind, and any promotional material is restricted to the exhibit booth. All exhibits shall display products or services in a tasteful manner as determined in STXC 's sole discretion. The aisles, passageways and overhead spaces remain strictly under control of STXC and no signs, decorations, banners, advertising material or special exhibits will be permitted in any of these spaces except by written permission of STXC. Uniformed attendants, models and other employees must remain within the booths occupied by their employers. Any and all advertising distribution must be made from Exhibitor only from within his or her booth. Equipment must be arranged so that show visitors do not stand in the aisle while examining equipment or watching demonstrations. Strolling entertainment or moving advertisements outside of an Exhibitor's exhibit space is prohibited.

22. Sound Advertisements The use of devices for mechanical reproduction of sound or music is permitted, but must be controlled. Sound of any kind must not be projected outside of the exhibit booth. Exhibitors are specifically prohibited from employing any carnival-type attraction, animal or human, or from operating such noise-creating devices as bells, horns or megaphones. STXC reserves the right to determine sound interference with others and Exhibitor shall comply with any request by STXC to discontinue any such sound or music.

23. Rights of Offset Exhibitor is indebted to STXC, whether or not such indebtedness arises from this or any other agreement, STXC shall have the right in its discretion, to apply any refunds of exhibit booth fees properly due Exhibitor to such other indebtedness in the event legal action is filed by STXC to enforce the terms and provisions of the agreement, the prevailing party in such action shall be entitled to reimbursement of court costs and reasonable legal fees.

24. STXC will be providing you with additional materials that will specify additional terms and conditions for your participation and/or presence at the Event. Such additional terms and conditions (including without limitation those specified in the document entitled "General Terms and Conditions") are hereby fully incorporated herein by reference and shall have the full force and effect as if such terms and conditions are fully and expressly set forth herein. You hereby agree that all information containing terms and conditions provided to you by STXC shall be deemed fully read and understood by you and that you shall be bound by all the terms and conditions contained herein and therein.

By reserving your space you agree to these terms.