

EXHIBITOR TERMS & CONDITIONS

This Carolina Small BIZ Expo Terms & Conditions (this T&C) sets forth the provisions pursuant to which you agree to register with PrimeTime Consulting Group, INC. (“Manager”, “us”, “we”, or “our”) to be an exhibitor (“Exhibitor”, “you”, “your”) at one of our Carolina Small BIZ Expo events held virtually online or at a physical venue (each, an “Event” and collectively, the “Events”). Exhibitor agrees to adhere to all of the provisions set forth in (a) this T&C (b) the exhibitor contract provided by Manager which is executed by Exhibitor (the “Exhibitor Contract”) as a hard copy agreement signed by Exhibitor and returned to Manager by mail, facsimile or email, or as an electronic signature by Exhibitor using an electronic verification signature service, and (c) any supplemental terms or agreements (including the Exhibitor Handbook) applying to any Event (collectively, the “Exhibitor Agreements”).

1. EVENTS AND VENUES. The Events are business-to-business trade shows which bring together business owners, entrepreneurs and other related business industry professionals. Each Event will be held on the dates and times set forth in the Exhibitor Contract and will be conducted either as a virtual Event (each, a “Virtual Event”) located at a virtual venue or venues accessible online (each, a “Virtual Venue”) or conducted as a physical Event (each, a “Physical Event”) located at a physical venue or venues (each, a “Physical Venue”), unless rescheduled by us due to matters beyond our control (as further explained in Section 7). Among other things, the date, time and location of each Event (whether a Physical Event or a Virtual Event) will be listed in the applicable Exhibitor Contract and/or as may subsequently otherwise be communicated by Manager to Exhibitor from time to time (including without limitation by electronic mail). For clarity, each “Event” as defined in this T&C refers collectively to, and includes, all activities being promoted by Manager in connection with any of our Carolina Small BIZ Expo conference events (whether held by means of a Virtual Venue or at a Physical Venue), including without limitation all pre-conference and post-conference event activities in connection with such Event. For clarity, the Virtual Events and Physical Events may be referred to collectively in this T&C as “Events”, and the Virtual Venues and

the Physical Venues may be referred to collectively in this T&C as the “Venues”.

2. SMS TEXT MESSAGES; ROBO CALLS; EMAIL BLASTS; OTHER

CONTACTS. Exhibitor agrees that by submitting any personally identifiable information (“PII”) to Manager and/or using any of our products and/or services, Exhibitor consents to receive communications from Manager by automated technology, and authorizes Manager or third parties to whom Manager has transferred such PII provided by Exhibitor or any of its Representative or who has collected PII from Exhibitor at an Event, to contact Exhibitor for advertising, marketing, reminders and other commercial purposes, including without limitation by means of telephone calls or text messages using any automatic telephone dialing system(s), artificial voice(s), pre-recorded call(s), and/or pre-recorded voice(s) (in each case to Exhibitor’s mobile, home and/or office phone numbers, as provided), email blasts and otherwise by postal mail. Without limiting the foregoing, Exhibitor acknowledges and agree that (a) Manager sells or otherwise transfers Exhibitor’s contact list to certain third parties, and such third parties may contact Exhibitor to solicit Exhibitor’s business or otherwise, including without limitation by means of email blasts and postal mailings, and (b) once any such transfer has been made by Manager to any such third party, Manager has no control over such information or how it is used by such third party, and if Exhibitor wishes for any such third party to stop contacting Exhibitor then Exhibitor shall contact such third party directly in order to request that such PII be removed by such party from such party’s lists or from any other third party lists. If Exhibitor has provided prior express written consent to receive automated text messages and calls, then Exhibitor agrees that Manager may use PII provided to us by Exhibitor to make calls and text messages using any automatic telephone dialing system(s), artificial voice(s), pre-recorded call(s), and/or pre-recorded voice(s), regardless of whether any telephone number provided to us is on any state or national do not call list. Exhibitor may opt out at any time from receiving automated text messages and calls by contacting us with such a request at clientservices@carolinasmbizexpo.com, or by writing us at our address provided in Section 26 below. Any opt out request must include Exhibitor’s telephone numbers and other means of contact. Exhibitor agrees and understands that purchase is not a condition of such consent.

3. EXHIBITOR REGISTRATION; MODIFICATION. By registering with us as an Exhibitor, you represent and warrant that you are at least eighteen (18) years of age and not a minor in your state of residence, and that, if you are executing an Exhibitor Contract and any other part of the Exhibitor Agreements on behalf of an entity, you have been duly authorized to so act by such entity. We reserve the right to modify our policies regarding our exhibitors at any time upon notice to you. To the extent that you register for multiple Events, you agree to adhere to any such new policies once we have made you aware of all such modifications. If you do not agree to abide by the provisions of the Exhibitor Agreements, you are not authorized to attend any Event as an exhibitor.

4. NO WARRANTIES REGARDING EVENTS OR ANY SERVICES. Manager makes no representations or warranties, express or implied, regarding the number or type of persons who will register or attend each Event (including visiting your exhibitor booth(s) and/or attending workshop(s) and webinar(s)) or any services provided and/or any other matter related to any of the Events or any such services. Exhibitor understands that Manager can only provide Exhibitor with registration and attendance estimates based on the registrations and attendance of prior similar Events, and that Manager is not promising that an Event or any services will have any particular attendance, registrations or demographic of attendees, open rate, click through rate or any financial gain or that Exhibitor will receive any business or other results from Exhibitor's presence at any Event or for using any services. Manager makes no representations or warranties, express or implied, regarding how many contacts will be listed in any Event registration list or included in any email blast services.

5. DEADLINES. If Exhibitor purchases a promotion but then fails to deliver to Manager (via email, an online intake landing page website form, or otherwise) any required materials needed for such a promotion, so that a deadline for inclusion in any such promotion is missed, and this results in Exhibitor not being included in such promotion, Manager will not be liable to Exhibitor in any manner, and Manager shall not be obligated to provide Exhibitor with any refund for any such missed deadline or with any credit for any future Event and/or promotion.

6. EXHIBITOR FEES. Exhibitor's participation in each Event is contingent upon Exhibitor having paid in full the applicable fees set forth in the Exhibitor Agreements (the "Exhibitor Fees").

Exhibitor may pay any portion of the Exhibitor Fees by Visa, MasterCard, American Express or Discover credit cards or by PayPal, check, ACH or wire transfer. To the extent that Exhibitor provides credit card or other payment information to Manager, Exhibitor authorizes Manager to charge such credit card or other payment method to make all payments of the Exhibitor Fees as they become due.

7. NO REFUNDS, CANCELLATIONS OR CHARGEBACKS. ALL EXHIBITOR FEES ARE FINAL. ONCE EXHIBITOR EXECUTES THE EXHIBITOR CONTRACT, THERE ARE NO REFUNDS OF THE EXHIBITOR FEES OR ANY CHARGEBACKS PERMITTED WHATSOEVER, AND ANY OVERDUE BALANCE OF EXHIBITOR FEES SHALL BE PAID IN FULL BY EXHIBITOR EVEN IF EXHIBITOR DECIDES NOT TO ATTEND ANY EVENT TO WHICH SUCH EXHIBITOR FEES APPLY (IN WHOLE OR IN PART), UNLESS (AND AS THE SOLE EXCEPTION TO SUCH A POLICY) MANAGER CANCELS SUCH EVENT IN ITS ENTIRETY AND ANOTHER EVENT (WHETHER AT A PHYSICAL VENUE OR A VIRTUAL VENUE) IS NOT RESCHEDULED WITHIN (EIGHTEEN (18) MONTHS FROM THE ORIGINAL DATE OF SUCH EVENT. Manager has the right to cancel Exhibitor's registration to any Event. If during an Event, Manager has the right to have Exhibitor and/or Exhibitor's representatives ("Representatives") removed from such Event) at any time due to the breach by Exhibitor (including any Representatives) of any of Exhibitor's obligations under this T&C or any other part of the Exhibitor Agreements. In any such a case, Exhibitor shall not receive any refund of the Exhibitor Fees. However, if Exhibitor's registration is cancelled by Manager for an Event because Manager has cancelled such Event, and Manager has not rescheduled another Event (whether at a Physical Venue or at a Virtual Venue) within eighteen (18) months from the date of the originally scheduled Event (and not due to any breach by Exhibitor), then (a) if such cancellation was due to a Force Majeure Event (as defined in Section 30 below), Manager shall enable Exhibitor to use the Exhibitor Fees already paid or due for such cancelled Event for any future Event or Events in the twelve (12) month period immediately after the end of such Force Majeure Event, or (b) if such cancellation is not due to a Force Majeure Event or the

breach of Exhibitor, then Manager shall provide Exhibitor with a full refund of the Exhibitor Fees applicable to the Event cancelled (and without rescheduling another Event) by Exhibitor.

8. REIMBURSEMENT OF COSTS. Exhibitor shall be exclusively responsible for (a) obtaining all licenses, permits and approvals, and all tax identification numbers, under local, state or federal law which are applicable to Exhibitor's participation in each Event, and (b) paying all taxes, license fees and other charges that may become due in connection with or related to Exhibitor's participation in each Event. Exhibitor shall pay for all fees, expenses and costs incurred by Manager, including without limitation for all legal and collection services (including all reasonable attorneys' fees) incurred by Manager in the process of collecting any past due amounts from Exhibitor. Furthermore, all past due invoices are subject to the lesser of (a) a one and one-half percent (1.5%) interest charge per month on the past due amount owed (plus accrued interest), or (b) the maximum amount permitted by law.

9. LOCATION AND MAKE-UP OF EXHIBITOR SPACE; NO

TRANSFERS. Notwithstanding anything to the contrary in this T&C or any of the other portions of the Exhibitor Agreements, Manager shall have the sole right to determine, in Manager's sole discretion, the (a) eligibility of any exhibitor or any other Event attendee to attend (or continue to attend) any Event, and (b) appropriateness of any exhibition or other material used by an exhibitor at any Event. Exhibitor understands that Manager cannot accommodate all requests for a particular location for Exhibitor's exhibition space (the "Exhibitor Space"), and that Manager does not guarantee Exhibitor any particular location for the Exhibitor Space at any Event. Manager has the right to arrange and even change a Venue floor plan as Manager determines at any time (even during an Event), in our sole discretion, without prior notice. Thus, Manager may change the location of your Exhibitor Space at any time (even during an Event) without prior notice (and without you being eligible for any refund of the Exhibitor Fees or other compensation due to any such arrangement or adjustment by Manager); provided, that Manager endeavors to provide a space of similar size and with any "add-ons" which had been provided to Exhibitor in the prior Exhibitor Space. Manager will not be liable for any of Exhibitor's materials left in the Exhibitor Space before, during or after any

Event and/or which are stored/shipped with Manager, and all such materials are used by Exhibitor at Exhibitor's own risk.

10. SPONSORS. Exhibitor may in some instances also desire to become an advertiser and/or sponsor of an Event or Events (a "Sponsor") by undertaking certain sponsorship responsibilities in connection with each such Event, whether by providing either a monetary payment and/or certain products or services in exchange (partially or in whole) for the Exhibitor Space allocated to Exhibitor, various promotions in connection with each such Event, or otherwise as determined with Manager. If Exhibitor also becomes a Sponsor, there may be a supplementary agreement between Sponsor and Manager.

11. EXHIBITOR CONDUCT; NON-SOLICITATION OF PERSONNEL. Exhibitor including all Representatives shall at all times comply with all applicable laws, rules, regulations, codes and ordinances of governing authorities now or hereafter in effect. Exhibitor may not operate the Exhibitor Space or otherwise engage in any activity during an Event that is competitive with Manager or which annoys, endangers or interferes with the rights of other exhibitors or other attendees of an Event or an Event's activities, as determined by Manager in our sole discretion. Exhibitor further agrees, during the time in which you are an exhibitor (including without limitation a sponsor) and for a period of two (2) years thereafter, not to, directly or indirectly, solicit or take away, or attempt to solicit or take away, any personnel of Manager, either as an independent contractor, employee, consultant, agent, partner, joint venture or otherwise, either for yourself or for any other person.

12. REGISTRATION LIST LICENSE. If Exhibitor has indicated that the registration list license is being purchased in the Exhibitor Contract, then in consideration of Exhibitor's full payment of the Exhibitor Fees and for the period of time indicated in the Exhibitor Contract only, Manager shall provide Exhibitor with a non-exclusive, limited license to use Manager's applicable registrant contact information list(s) obtained by Manager from an Event or Events as indicated in the Exhibitor Contract (collectively, the "List") (a) for Exhibitor's own internal business use only, (b) not in any manner which could compete with Manager directly or indirectly, and (c) only in strict compliance with all applicable laws and regulations, including

but not limited to the Telephone Consumer Protection Act and the CAN-SPAM Act (the "License"). Other than for the License, Exhibitor shall not (a) retain any rights in and to the List not expressly granted by the License, or (b) use the List in any manner not expressly permitted by the License, including without limitation by utilizing any automatic telephone dialing system to call or text message any person on the List unless Exhibitor has independently obtained prior express written consent from such person to do, and further unless Exhibitor maintains an internal Do Not Call List that complies with all applicable federal and state regulations. Again, Manager does not guarantee or warrant any type of results from the use of the List, including without limitation any open rate, click through rate, financial gain or other benefit. No refunds are provided for use of the List.

13. EMAIL BLAST SERVICES. If Exhibitor has indicated in the Exhibitor Contract that the email blast services is being purchased, then in consideration of Exhibitor's full payment of the applicable fees and for the period of time indicated in the Exhibitor Contract only, Manager shall provide Exhibitor with email blast services on behalf of Exhibitor for Exhibitor's advertising campaigns sent to Manager's email database for the Events indicated in the Exhibitor Contract. Again, Manager does not guarantee or warrant any type of results from the use of such services, including without limitation any open rate, click through rate, financial gain or other benefit. No refunds are provided for such services.

14. MUSIC LICENSING. For the sake of clarity, Exhibitor agrees not to permit any musical work protected by copyright to be staged, produced or otherwise performed, via either "live" or mechanical means in connection with any Event unless Exhibitor has previously obtained written permission from the copyright owner or the copyright owner's designee (e.g., ASCAP, BMI or SESAC) of such work for such use. Exhibitor accepts full and complete responsibility for the fulfillment of all obligations under any agreement permitting the public performance or other use of any such musical work, or its failure to secure any such rights, including but not limited to, all obligations to obtain public performance rights and/or to accurately report data and to pay royalty fees in connection with any such works.

15. SPECIAL REQUESTS. Any and all special requests by Exhibitor including any Representatives, such as (for example) a request that Manager provide any seeing-impaired or hearing-impaired interpreters at an Event, must be delivered in writing to Manager no less than forty-five (45) days prior to such Event.

16. THIRD PARTIES AND ADDITIONAL ITEMS FOR

PURCHASE. Exhibitor's participation, correspondence, or business dealings with any third party in connection with or related to any Event or Events, or otherwise (regarding payment and delivery of specific goods and services or otherwise), and any other terms, conditions, covenants, representations or warranties associated with such dealings, are solely between Exhibitor and such third party or parties. The foregoing shall include, but not be limited to, any purchase by Exhibitor or other use of by Exhibitor of any electrical drops, internet drops, WiFi, labor, material handling, shipping services, and the like. We ALSO are not responsible or liable, directly or indirectly, for links to any third party websites or any interaction with any third party with whom you form a connection through or because of the Platform or at any Event. Additional items such as Electrical/Power Drops, Internet Drops, Wi-Fi, Advertising, set-up and/or dismantle labor, material handling and drayage (i.e., labor to bring your booth items and equipment to your booth), furniture and other such items are additional items made available for purchase by you through Manager. By purchasing these additional items from Manager, you acknowledge and agree that the terms of this Agreement apply and that there are absolutely no refunds or chargebacks allowed. Furthermore, you understand and agree that any labor ordered by you to set up or dismantle your exhibitor booth may only be ordered directly through us and no outside labor is permitted. You also acknowledge and agree that you may not use our loading dock and/or 4-wheel dollies at venues without our consent and without paying us material handling and drayage fees which are based on the size and weight of your booth materials.

17. PLATFORM AND CONTENT. The platform through which each Virtual Venue is provided to Exhibitor (the "Platform") is operated by a third party service subscribed to by Manager. As between Exhibitor and Manager, Manager owns all text, messages, comments, files, icons, images, tags, notes, links, photographs, audio, video and other content appearing on or

otherwise provided through the Platform (collectively, “Content”), whether posted by Manager or any third party. However, any Content uploaded or otherwise provided by you through the Platform (collectively, “Your Content”) shall (as between you and Manager) be owned by you, subject to the rights you grant to Manager below.

18. YOUR CONTENT. You agree that: (a) Manager has no obligation to use or respond to any of Your Content; (b) the provision of Your Content to Manager in no way imposes any obligation on Manager, whether of confidentiality, attribution, compensation or otherwise; (c) all Your Content shall be accurate and correct and none of Your Content will violate the copyright, trademark, patent, trade secret, right of publicity, right to privacy, or any other legal right of any person, (d) you shall pay for all royalties, fees and any other monies owing any person by reason of any of Your Content, (e) Your Content may be subject to size and usage limitations, and (f) you shall not use the Platform in any manner that is intended to harm us or any Event.

19. QUALITY AND REVIEW OF YOUR CONTENT. We do not have any obligation to review, monitor, check or investigate any of Your Content, and therefore we do not guarantee the accuracy, integrity or quality of any of Your Content or the Content of any other person. Thus, we cannot assure that harmful, inaccurate, deceptive, offensive, threatening, defamatory, unlawful or otherwise objectionable Content will not appear on the Platform, and we are not responsible for any Content not created and posted by us or the accuracy or opinions expressed by any such Content. However, Manager has the absolute right (but not the obligation) to (a) pre-screen, monitor, review, flag, filter, alter, edit, refuse to post and/or remove any and all of Your Content in Manager’s sole discretion, and (b) disclose Your Content and the circumstances surrounding its transmission to any third party for our own internal business purposes or otherwise to protect ourselves, in each case as determined by Manager in our sole discretion.

20. PROPRIETARY RIGHTS. Content provided by Manager or any of our third party licensors is protected by copyright, trademark and other laws of the United States and/or other jurisdictions. Other than for Your Content and third party trademarks appearing at any Event, you acknowledge and

agree that (a) as between you and Manager, all right, title and interest (including without limitation all copyright, trademark, patent, trade secret and other intellectual property rights) in and to each Event (including without limitation all Content appearing in connection with such an Event) is owned by Manager, and (b) you have no rights in and to any Event or the Platform other than for Your Content as expressly set forth in this T&C.

21. GRANT OF LICENSE TO YOUR CONTENT. By posting Your Content to the Platform, you automatically grant, and represent and warrant that you have the right to grant to Manager, a non-exclusive, perpetual, irrevocable, sub-licensable (through multiple tiers), assignable, fully-paid, royalty-free, and worldwide license to use, copy, modify, adapt, publish, make, sell, create derivative works of or incorporate into other works all of such Your Content (in whole or in part), distribute (through multiple tiers), publicly perform or display all of such Your Content (in whole or in part), in any form, media, or technology now known or later developed, and to grant and authorize sub-licenses of the foregoing through multiple tiers of sub-licensees.

22. TRADEMARKS AND BRANDING. “Carolina Small BIZ Expo,” is a trademarks of Manager. All other trademarks referenced on the Platform or otherwise in connection with any Event are the property of their respective owners. Exhibitor hereby grants to Manager the right and license for Manager to copy, modify, exhibit, display and generally to use the trademarks, logos, brands and names of Exhibitor as needed in order for Manager to carry out the requests of Exhibitor to act as an exhibitor and/or a sponsor at an Event, further to the Exhibitor Agreement. If Exhibitor has not provided Manager in a timely fashion with Exhibitor’s branding (i.e., business name and logo) regarding an upcoming promotion, Exhibitor authorizes (but does not obligate) Manager to copy and use Exhibitor’s branding found at Exhibitor’s website and use such branding in connection with the exhibition and/or promotion. If Manager does not so use Exhibitor’s logo or other branding in connection with such exhibition and/or promotion, Exhibitor shall not receive any refund for fees paid or payable in connection with such decision.

23. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY.
EXHIBITOR’S PARTICIPATION IN EACH EVENT AND USE OF ANY OF OUR

PRODUCTS/SERVICES IS "AS IS", "AS AVAILABLE", AND AT EXHIBITOR'S SOLE RISK. NONE OF THE MANAGER PARTIES SHALL HAVE ANY LIABILITY, OBLIGATION OR RESPONSIBILITY TO EXHIBITOR, ANY OF ITS REPRESENTATIVES OR ANY OTHER PERSON FOR ANY LOSS, DAMAGE, OR ADVERSE CONSEQUENCE ALLEGED TO HAVE HAPPENED OR WHICH HAS HAPPENED, DIRECTLY OR INDIRECTLY, RELATED TO EXHIBITOR'S PARTICIPATION IN ANY EVENT OR USE OF ANY OF OUR PRODUCTS/SERVICES. NONE OF THE MANAGER PARTIES ARE RESPONSIBLE FOR ANY THEFT, LOSS OR DAMAGE TO ANY OF EXHIBITOR'S EQUIPMENT, BELONGINGS OR OTHER PROPERTY (OR ANY EQUIPMENT, BELONGINGS OR OTHER PROPERTY OF ANY OF EXHIBITOR'S REPRESENTATIVES), AND NONE OF THE MANAGER PARTIES MAKES ANY REPRESENTATION, WARRANTY, GUARANTEE OR PROMISE, EXPRESS OR IMPLIED, REGARDING OR RELATING TO ANY EVENT, PRODUCT/SERVICE, OR OTHERWISE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ANY WARRANTIES REGARDING THE SAFETY OR SUCCESS OF ANY EVENT OR PRODUCT/SERVICE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS T&C OR ANY OTHER PART OF THE EXHIBITOR AGREEMENTS, IN NO EVENT SHALL MANAGER OR ANY OF THE OTHER MANAGER PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL AND/OR PUNITIVE DAMAGES IN CONNECTION WITH OR OTHERWISE RELATED TO ANY SUCH PARTY'S INVOLVEMENT IN AN EVENT OR EVENTS OR OTHERWISE ANY SUCH PARTY'S INVOLVEMENT WITH EXHIBITOR OR ANY OF THE OTHER MANAGER PARTIES. THE ENTIRE LIABILITY OF MANAGER AND THE OTHER MANAGER PARTIES COLLECTIVELY, AND EXHIBITOR'S EXCLUSIVE REMEDY FOR ANY DAMAGES, IS LIMITED TO THE LESSER OF (A) ONE-HALF (½) OF THE AGGREGATE EXHIBITOR FEES PAID TO MANAGER BY EXHIBITOR FOR THE PARTICULAR EVENT, PRODUCT OR SERVICE IN CONNECTION WITH WHICH THE CLAIM FOR SUCH LIABILITY IS BASED, OR (B) ONE THOUSAND DOLLARS (\$1,000.00). AS SOME JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION 23 MAY NOT APPLY TO EXHIBITOR.

24. INDEMNIFICATION. Notwithstanding anything to the contrary in this T&C, Exhibitor shall indemnify, defend and hold harmless Manager each of the other Manager Parties from and against any and all claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees and disbursements and all other associated costs of a lawsuit or lawsuits), arising out of, in connection with or related to (a) any breach by Exhibitor (or any representative of Exhibitor) of any representation, warranty or covenant, or undertaking of any obligation, made by Exhibitor in this T&C or otherwise any other portion of the Exhibitor Agreements, (b) any use of the Materials by Manager for the purposes described in this T&C or otherwise under any other portion of the Exhibitor Agreements, and/or (c) any liability caused (in whole or part) by any act or omission of Exhibitor or any Representative. Exhibitor shall use counsel reasonably acceptable to Manager in fulfilling Exhibitor's indemnification obligations. Any Manager Party covered by the provisions of this Section 24 shall reasonably cooperate with Exhibitor and shall at all times have the right fully to participate in such defense with its own counsel and at its own expense. Exhibitor shall not enter into any settlement that imposes any liability or obligation on any of the Manager Parties or contains any admission or acknowledgment of any wrongdoing by any such party (whether in tort or otherwise), without each such Manger Party's prior written consent.

25. INSURANCE. Exhibitor agrees to obtain and maintain (at Exhibitor's sole expense) in force for each Event at a Physical Venue for Exhibitor and all its Representatives general liability insurance including coverage for personal injury, operation of equipment and products and property damage, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Before beginning any work or undertaking any efforts in connection with or related to any Event at a Physical Venue, Exhibitor shall provide Manager with an original, signed insurance certificate naming Manager as well the applicable Physical Venue operator as additional insured under Exhibitor's general liability insurance policy for the duration of the Event. Exhibitor acknowledges that Manager does not maintain any insurance covering Exhibitor's property, and that it is the sole responsibility of Exhibitor to obtain business interruption and property damage coverages for any losses of Exhibitor including its Representatives.

26. NOTICES. All communications hereunder shall be in writing and shall be sent by postal mail to Manager at PrimeTime Consulting Group, INC., 439 Westwood Shopping Center, PMB159, Fayetteville, NC 28314., with a copy by email to: clientservices@carolinasmbizexpo.com, and to Exhibitor using the contact information provided in the Exhibitor Contract; provided however, that during an Event, such communications may be delivered by hand to an authorized representative of Exhibitor or Manager, as the case may be.

27. GOVERNING LAW; JURISDICTION. This T&C and the other portions of the Exhibitor Agreements (as applicable) shall be governed and construed in accordance with the laws of the State of North Carolina, excluding North Carolina's choice-of-law in business contracts, and all claims arising out of or related to this T&C and otherwise any other portion of the Exhibitor Agreements (as applicable), or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the State of North Carolina, excluding North Carolina's choice-of-law in business contracts.

28. ARBITRATION; LEGAL FEES; NO CLASS CLAIMS. Any dispute with you or any person acting on your behalf (if applicable) which arises out of or is related to your attendance at any Event, this T&C or any other portion of the Exhibitor Agreements, and/or any other understanding or arrangement between you and Manager or any of the other Manager Parties, or any breach of any of the foregoing (collectively, "Potential Claims") shall be finally resolved by binding arbitration administered by a single arbitrator of the American Arbitration Association ("AAA") under its Commercial Rules (the "Commercial Rules"), and judgment upon the award rendered by means of such arbitration may be entered in any court having jurisdiction. YOU AND MANAGER ARE EXPRESSLY WAIVING ANY RIGHTS TO A JURY TRIAL PERTAINING TO ANY OF THE POTENTIAL CLAIMS. The arbitration will be conducted in the State of North Carolina, by an arbitrator with applicable industry expertise in the field of event management services, who shall be named in accordance with the Commercial Rules. The award of the arbitrator shall be final and binding on Exhibitor and Manager. All information concerning such arbitration proceedings including without limitation all evidence and materials submitted by

Exhibitor and Manager and any decision rendered shall be deemed to be the confidential information and shall not be made public by Exhibitor or any person acting on Exhibitor's behalf or for its interest (and any submission made to any court as part of such a proceeding shall be made under seal if possible). However, if the AAA refuses to hear the arbitration under the Commercial Rules, then Exhibitor and Manager agree to have the arbitration conducted by a private professional arbitrator reasonably agreed upon by the parties according to rules and procedures which closely resemble the Commercial Rules (as determined by such arbitrator). If the party initiating such a proceeding does not prevail regarding a material part of its claim, then the initiating party shall pay the responding party's (notwithstanding any counter-claim asserted by the responding party) costs and expenses, including but not limited to reasonable attorneys' fees and costs. NO ARBITRATION OR CLAIM UNDER THIS T&C OR ANY OTHER PORTION OF THE EXHIBITOR AGREEMENTS SHALL BE JOINED TO ANY OTHER ARBITRATION OR CLAIM, AND NO CLASS ARBITRATION PROCEEDINGS SHALL BE PERMITTED. Manager may apply to any federal or state court sitting in the State of North Carolina for injunctive relief or enforcement of this arbitration provision, without breach of this arbitration provision, and Exhibitor submits to the exclusive jurisdiction of such courts for such purposes, and expressly waives any claim of improper venue and any claim that such courts are an inconvenient forum.

29. TIMELY FILING OF CLAIMS. EXHIBITOR AGREES THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO EXHIBITOR'S PARTICIPATION (INCLUDING ANY REPRESENTATIVES) IN ANY EVENT OR OTHERWISE RELATED TO EXHIBITOR'S (INCLUDING ANY REPRESENTATIVE'S) INTERACTION WITH MANAGER OR ANY OF THE OTHER MANAGER PARTIES MUST BE FILED BY EXHIBITOR PURSUANT TO SECTION 28 ABOVE WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR IS CLAIMED TO HAVE ARISEN.

30. FORCE MAJEURE. The failure or delay of Manager in Manager's performance of any of its obligations under this T&C and/or any other portion of the Exhibitor Agreements, including without limitation Manager's holding of any Event or Events for which Exhibitor has already paid Exhibitor Fees, shall be excused (and Manager shall not be deemed to

have breached this T&C or any of the other Exhibitor Agreements) if such failure or delay is a result of any of the following: (a) any act or omission of Exhibitor or any person acting on Exhibitor's behalf, including without limitation Exhibitor's or any such person's failure to perform (or cause to be performed) any of Exhibitor's obligations to Manager, (b) the unavailability of any Venue, or (c) any Force Majeure Event. A "Force Majeure Event" means any event which prevents or delays the performance by Manager of any of its obligations under this T&C and/or any other portion of the Exhibitor Agreements in whole or in part, whether by reason of any (i) act of God, (ii) flood, fire, earthquake, or like natural disaster, (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil disturbance or unrest, civil commotion, acts of public enemies, public agitation, or sabotage, (iv) epidemics or pandemics (including without limitation circumstances arising from the COVID-19 pandemic that make such Manager's performance under this T&C or any other portion of the Exhibitor Agreements commercially impracticable, even if such circumstances might be deemed to be foreseeable), (v) widespread Internet, communications or electrical outages, (vi) actions, embargoes or blockades, (vii) acts or orders of government or authorities, rules and regulations, or any delay or abandonment due to any order of any court of applicable jurisdiction, (viii) national or regional emergency, (ix) strikes, labor stoppages, lock-outs, slowdowns or other industrial disturbances, and (x) any other cause beyond the reasonable control of Manger.

31. COVID DISCLAIMER. You acknowledge the contagious nature of the Coronavirus/COVID-19 including each of its now known and future strains (collectively, "COVID") and that the CDC and other public health authorities still recommend practicing social distancing. You further acknowledge that Manager (a) has put in place certain preventative measures intended to reduce the spread of COVID and you agree to adhere to all such measures, but you realize that such measures are uncertain to be effective, and (b) cannot guarantee that you will not become exposed to and/or infected with COVID by attending an Event. You understand that the risk of becoming exposed to and/or infected with COVID may result from the actions, omissions, or negligence of yourself or others, including without limitation Manager's personnel, other exhibitors or attendees. You voluntarily chose to attend each Event in which you participate, and acknowledge that in

doing so you are increasing your risk to exposure to and/or infection with COVID. You affirm that you (i) are not now infected with COVID or are an active carrier of COVID, (ii) experiencing any symptoms of illness such as cough, shortness of breath, difficulty breathing, fever, chills, headache, sore throat, or loss of taste or smell, (iii) have not traveled internationally within the last 14 days, (iv) do not believe that you have been exposed to someone with a suspected and/or confirmed case of the COVID, (v) have not been diagnosed with COVID, and (vi) are following all CDC recommended guidelines and are actively limiting your exposure to COVID. You hereby release and agree to hold Manager and each of the other Manager Parties harmless from any and all claims, causes of action, demands, damages, costs, expenses and compensation for damage or loss, or any other liability (collectively, "Claims") that you, your heirs, or any of your personal representatives may have, and you hereby waive on behalf of yourself, your heirs, and any of your personal representatives, any and all Claims which may be caused or otherwise arise by any act or failure to act of Manager or any other of the Manager Parties, or which otherwise may related to any Event, including without limitation with respect to any bodily injury, illness, death, medical treatment, or property damage.

32. NON-DISPARAGEMENT. You agree not to disparage, slander or otherwise act in a fashion designed to injure Manager or any of the other Manager Parties. However, this restriction shall not apply to truthful comments made in response to a lawful subpoena or court action.

33. MISCELLANEOUS. This T&C and each of the other portions of the Exhibitor Agreements represent the exclusive binding agreement between Exhibitor and Manager, and shall replace all other prior written or oral agreements between Exhibitor and Manager (including without limitation via phone or email correspondence) with respect to the subject matter hereof, and may not be modified except in a writing signed by both Exhibitor and Manager. The section headings included in this T&C are for convenience only and shall have no substantive effect. Facsimile and electronically signed versions of all signatures shall be acceptable as originals. The failure of Manager to enforce any provision of this T&C or otherwise any other portion of the Exhibitor Agreement shall not be construed as a waiver of such provision or of the right of Manager to thereafter enforce any such or any other provision. If any one or more

provisions of this T&C or otherwise any other portion of the Exhibitor Agreement is or may be determined to be unenforceable, in whole or in part, the remaining provisions of such documents shall nevertheless be binding and enforceable to the maximum extent permitted by law. The provisions of this T&C (including without limitation Sections 2, 6, 7, 8, 10, 11, 12, 13, 14, 16, 18, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 and 33) or otherwise any other portion of the Exhibitor Agreement will survive termination or expiration to the extent necessary to carry out the intentions of Manager and Exhibitor. For more information about Manager, or an Event or Events, please contact Manager at (910) 672-6240 or email us at clientservices@carolinasmbizexpo.com.