

# NRF'24 RETAIL'S BIG SHOW

## CONTRACT FOR EXHIBIT SPACE

NRF 2024: Retail's Big Show

January 14-16, 2024 • Jacob K.Javits Convention Center New York, NY

COMPANY INFORMATION				
Company Name: Department for Business and Trade		Exhibiting As: Department for Business and Trade		
Street Address: Old Admiralty Building				
City: London		State:	Zip Code: SW1A 2AY	
BOOTH INFORMATION				
Booth Number: 966		Booth Size: 10 x 20		
FINANCIAL SUMMARY				
Order Details	Price	Qty	Exhibit Space Charge	Deposit Due
BOOTH 966	Text Redacted			
Branding Package	Text Redacted			
Administrative Fee	Text Redacted			
<b>Exhibit Space Charge:</b> Text Redacted				
<b>Minimum Payment Due:</b> Text Redacted				
Amount Paid: \$0.00				
CONTRACT ACCEPTANCE				
<b>Digitally Signed By:</b> Text Redacted				
<b>IP Address:</b> Text Redacted				
<b>Date Signed:</b> 10/4/2023 7:53:31 AM E.S.T.				

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*The individual electronically signing this contract represents and warrants that he/she is duly authorized to execute this binding contract on behalf of named Exhibitor and agrees to all contract Terms and Conditions listed below.*

## **Contract Terms & Conditions**

For mutual consideration, the sufficiency of which is hereby acknowledged, the Company named in this Exhibit Space Application and Contract (“**Exhibitor**”) hereby agrees to make payment to National Retail Federation (“**NRF**”) as stated herein, and NRF shall permit, subject to the terms herein, Exhibitor to occupy Exhibit Space at NRF 2024: Retail’s Big Show event consisting of its conference and exhibition (“**Expo**”)(individually or collectively “**Conference**” or “**Event**”) scheduled to be held at the Jacob Javits Convention Center in New York, N.Y. for presenting and demonstrating products and/or services as stated herein. NRF will issue an invoice as its confirmation and acceptance of this duly signed Exhibit Space Application and Contract (“**Contract**”). Exhibitor and NRF are sometimes hereinafter referred to as a “party” and collectively as the “parties.”

**Grant of License:** NRF hereby grants Exhibitor a limited, revokable, non-exclusive, nontransferable sublicense to use Exhibit Space. This Contract is not a lease, and no leasehold or tenancy is intended to be nor shall be created as a result of this Contract. Exhibitor hereby grants NRF a non-exclusive, nontransferable, worldwide, royalty-free license to use and display its name, trademarks, service marks, copyrighted materials and logo (“**Licensed Property**”) for signage and other purposes in furtherance of this Contract. Exhibitor warrants and represents that it has all right, title, and interest in and to such Licensed Property to convey this license or that it secured all appropriate permissions to convey this license.

**Confidential Information:** NRF and Exhibitor on behalf of themselves and their respective agents and employees agree not to use or to disclose to any third party at any time any nonpublic information of the other that is labeled or identified in writing as confidential except as may be authorized in writing by the other, if made public through no fault of the receiving party, as may be independently developed by the receiving party, or as may be required to be disclosed to government authority by formal order or request. Additionally, the parties agree to endeavor to take all reasonable measures to keep in confidence the execution, terms and conditions of this Contract.

**Term and Termination:** The Contract term begins as of the date NRF issues the first invoice to Exhibitor and continues through the last date of the Event as stated herein (“**Term**”). Exhibitor may terminate this Contract only for material breach of this Contract by NRF upon thirty (30) days written notice specifying the nature of the breach, if such breach is not cured within the thirty-day period. Otherwise, Exhibitor may not terminate this Contract for any reason except as expressly permitted herein. NRF may terminate this Contract (i) with or without cause upon written notice (transmitted by registered or certified mail, commercial delivery service or email) to Exhibitor and without liability or (ii) in accordance with the cancellation terms herein and without liability. If NRF terminates this Contract without cause, it will refund amounts paid by Exhibitor. Termination shall not relieve Exhibitor of any obligations that accrue prior to the effective date of termination. Exhibitor acknowledges and agrees that the promotion of Exhibitor in the program guide, signage, mobile application and/or on the website for the Event may continue after termination of the Contract if termination becomes

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effective after NRF has published or printed such material and the license granted by Exhibitor shall be deemed extended in such instance. Upon termination by either Exhibitor or NRF, Exhibitor agrees to return to NRF any tangible versions and to destroy any electronic versions of complimentary exhibitor badges, registrant lists, and other materials that may be provided by NRF hereunder. Exhibitor acknowledges that any Priority Points (if and as awarded/earned as defined in the Cancellation of Exhibit Space section below) will become void in full upon termination for Exhibitor's material breach of its obligations hereunder. Termination will not relieve either NRF or Exhibitor of any obligations that accrue prior to the effective date of termination.

**Outstanding Balance:** Exhibitor acknowledges and agrees that during the Term it will remain current with and will make timely payment of all amounts owed hereunder as well as all amounts owed to NRF and/or NRF Foundation for any products and services including, but not limited to, membership dues and sponsorship fees. In addition to its other available remedies, NRF reserves the right to reassign Exhibitor's Exhibit Space, terminate this Contract (i.e., cancel and refuse Exhibitor access to and participation in the Exhibit Space), and/or refuse inclusion in the Conference program guide, website, signage, and other media as well as roundtables and discussions if Exhibitor owes outstanding amounts to NRF and/or NRF Foundation or if Exhibitor materially breaches any provision or obligation under this Contract including, but not limited to, the payment obligation terms of this Contract. In addition, Exhibitor agrees to be responsible for all costs of collection including, but not limited to, attorneys' fees and legal costs for any past due amounts. Exhibitor may be assessed and agrees to pay a late charge equal to the rate of 1.5% interest per month, or the maximum legal interest rate if lower, on all payments not made when due, and such interest will accrue until amounts due are paid in full.

**Exhibit Space Charge:** The Exhibit Space Charge includes all of the following based upon Company's selections on the first page. (1) Standard Exhibit Booth Space – \$6,700.00 (10ft. x 10ft.) space for NRF members, \$7,700.00 (10ft. x 10ft.) non-members (2) Turnkey Exhibit Booth Space Packages -- Package A (10 ft. x 10 ft.): \$11,000.00 for NRF members, \$12,000.00 for non-members; Package B (10 ft. x 20 ft.): \$22,000.00 for NRF members, \$24,000.00 for non-members. (3) Startup Hub - \$6,000.00 (10 ft. x 10 ft.), \$8,000.00 (10ft. x 10ft. Turnkey exhibit booth space), \$16,000.00 (10ft. x 20ft. Turnkey exhibit booth space). (4) Food Service Tech Pavilion Booth Space – Standard Booth (8 ft. x 10 ft.): \$6,700.00 for NRF members, \$7,700 for non-members; Turnkey Booth Package A (8 ft. x 10 ft.): \$11,000.00 for NRF members, \$12,000.00 for non-members; Turnkey Booth Package B (8 ft. x 20 ft.): \$22,000.00 for NRF members, \$24,000.00 for non-members. (5) Meeting Space Packages — Package A Standard (10ft. x 10 ft.): \$8,000.00 for NRF members, \$9,000.00 for non-members; Package B Turnkey (10ft. x 10 ft.): \$10,000.00 for NRF members, \$11,000.00 for non-members; Package C Turnkey (20 ft. x 10 ft.): \$20,500.00 for NRF members, \$22,500.00 for NRF non-members. Branding Package, if selected by Exhibitor, \$500.00. A mandatory, non-refundable Administrative Fee of \$150.00 is due with this Contract. To be eligible for the NRF member rate, Exhibitors must be members of NRF in good standing for the entire Term of this Contract.

**Payment Schedule:** Any Contract submitted before June 30, 2023 must be accompanied by 55% of the Exhibit Space Charge and 45% due on or before June 30, 2023. Contracts submitted after June 30, 2023 must be accompanied by 100%

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of the Contract value. One hundred percent (100%) of the nonrefundable Administrative Fee is due with the submission of Contract to NRF. Nonpayment or late payment of charges and fees due to Exhibitor shall be treated as a cancellation in accordance with the Liquidated Damages section below.

**Conference Admission:** Standard Exhibit, Turnkey and Startup Booth Space: NRF will provide Exhibitor with one (1) complimentary pass for one (1) Exhibitor employee to attend all Conference sessions and six (6) complimentary passes for six (6) Exhibitor employees to the EXPO hall for every 100 square feet of Exhibit contracted by Exhibitor. Food Service Tech Pavilion Booth Space: NRF will provide Exhibitor with one (1) complimentary pass for one (1) Exhibitor employee to attend all Conference sessions and six (6) complimentary passes for six (6) Exhibitor employees to the EXPO hall for every 80 square feet of Exhibit contracted by Exhibitor.

**Exhibit Space Allotment:** It is the policy of NRF to deposit all checks and to process credit card orders for partial or full payment of the Exhibit Space Charge upon receipt. The deposit and/or processing of such payments does not legally obligate NRF to provide a specific Exhibit Space location, and NRF shall not be liable for its failure to provide a specific Exhibit Space location.

**Reduction of Exhibit Space:** All requests to reduce Exhibit Space must be made to NRF in writing. NRF reserves the right to decline requests to reduce contracted Exhibit Space for any reason. NRF also reserves the right to reallocate the Exhibit Space location if it agrees to reduce the size of the Exhibit Space. See Liquidated Damages section below for fees associated with reduction.

**Cancellation of Exhibit Space:** All requests to cancel Exhibit Space must be made to NRF in writing. See Liquidated Damages section below for fees associated with cancellation. Fifty percent (50%) of any accumulated priority points awarded to Exhibitor by NRF for exhibiting, and other activities which provide Exhibitor with priority in the selection of Exhibit Space location (“**Priority Points**”) will become void as a result of Exhibitor’s Exhibit Space cancellation. Exhibitor will not be eligible for exhibitor badges of any kind and any attendee list files provided must be deleted, with written certification by an officer of Exhibitor. In the event that Exhibitor enters into separate agreements with NRF for any Event sponsorship(s), Exhibitor hereby acknowledges and agrees that if it later attempts to cancel this Contract and if NRF accepts such cancellation under the terms of this Contract, then all separate Event sponsorship(s) agreement(s) between NRF and Exhibitor will terminate, and all cancellation fees set forth in this Contract and each separate, executed Event sponsorship, meeting room, and/or agreement(s) will be due to NRF immediately in accordance with their terms. In addition, if applicable, to the extent Exhibitor has partners in its booth, any partner fees imposed are also non-refundable should you, the primary booth exhibitor cancel, Partner fees may be applied by NRF towards an individual booth for partner based on availability as determined by NRF.

**Priority Points:** Priority points will be awarded to Exhibitor and used for the following year, if applicable. Priority Points are not transferrable. Any Priority Points awarded shall become void upon termination of this Contract. Priority Points can be rescinded if Exhibitor does not comply with the terms of the Exhibitor Service Manual or with the rules or direction of the Event facility and NRF. Full Priority Point details are located in the online Exhibitor Resource Center provided by

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NRF prior to the Event.

**Lists:** If NRF provides Exhibitor with any list(s) of Event registrants, Exhibitor acknowledges and agrees that such lists and their contents are trade secrets, proprietary and confidential data owned exclusively by NRF (as between Exhibitor and NRF), and nothing herein shall be construed to transfer such ownership. NRF hereby grants Exhibitor with a limited, revocable, nonexclusive, royalty-free, nontransferable license, subject to review at all times, to use list(s), if applicable, only **one-time**, for the sole purpose of notifying Conference registrants of its participation in the Conference. NRF may monitor list usage. Any other use of the list(s) by Exhibitor will constitute great harm to NRF, and such breach may result in, at NRF's sole discretion, a decrease in or elimination of any Priority Points awarded and/or result in no access to attendee lists and exhibit and sponsorship opportunities in future years in addition to other available remedies. Exhibitor agrees to destroy tangible list(s) and delete digital list(s) including all copies of list(s) after use or the earlier termination of this Contract for any reason. If Exhibitor cancels or is a no-show during event, Exhibitor will not have access to any event lists and/or such access to event lists previously provided or to be provided, including pursuant to a separate list agreement, shall be revoked. Exhibitor agrees that any use of personal information of Event registrants and/or attendees is subject to applicable laws and hereby warrants and represents that it will comply with all applicable laws including, but not limited to, the General Data Protection Regulation.

**Assignment/Sublease:** Exhibitor shall not assign its rights or obligations hereunder or sublicense or share the assigned Exhibit Space with another business or firm unless prior approval has been obtained in writing from NRF. Any attempted assignment without the required consent shall be void at NRF's option. This Contract is binding upon all successors and permitted assigns of Exhibitor and NRF.

**Compliance with Laws, Jacob Javits Convention Center Regulations and Exhibitor Service Manual:** Exhibitor represents and warrants that it will adhere to and comply with all applicable federal, state, city and other local jurisdictional laws, regulations and rules in effect during the Term of this Contract including, but not limited to, all laws, ordinances and regulations pertaining to health, fire prevention and public safety while participating in or with respect to this Conference. Exhibitor agrees to comply with all Jacob Javits Convention Center rules, regulations and guidelines as well as the requirements of the Exhibitor Service Manual at all times. Additionally, Exhibitor shall be responsible solely for making its Exhibit Space comply with the requirements of the Americans with Disabilities Act. Exhibitor agrees to hire Jacob Javits Convention Center labor to perform the following tasks: loading, unloading and moving Exhibitor freight materials and machinery; loading and unloading decorating equipment to and from a marshalling point on the exhibit show floor except for hand-carried materials; crating and re-crating and all work involved in the erection and dismantling of exhibits, displays, backgrounds and booths; all work requiring the use of bolts and screws or nail fasteners; tying, hanging or nailing; taping of flags, banners, or signs; tile and rug-laying; skidding and reskidding turntables; handling and delivery of furniture, carpeting, modular interlocking booth systems and other contractor-owned and leased equipment; pad wrapping, protection work, ramp protection; and installing draperies including, but not limited to, wall draperies, table skirting, booth equipment draperies, flag and bunting and party decorations except for "pop-up" booths. Such labor shall

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be provided on written order at the established rates of the New York Convention Operating Center and such services shall be utilized pursuant to the rules set forth herein and in the Exhibitor Service Manual. Exhibitor is solely responsible for all payments for such services. Exhibitor agrees that neither Exhibitor nor any contractor hired by Exhibitor nor any vendors supplying goods or services to Exhibitor shall utilize any other labor to perform services described in this section.

Contractors are permitted to use their own personnel as managers and supervisors of the labor described above in this section, provided that they have completed a questionnaire and have been approved by the Jacob Javits Convention Center, that they are performing only legitimate managerial tasks, and that the contractor maintains a reasonable ratio of managers and supervisors to labor. Employees of the Jacob Javits Convention Center, contractors, employees of contractors, Exhibitor, and employees of Exhibitor are prohibited from giving to or accepting from anyone, directly or indirectly, any gratuities or anything else for any reason in the Jacob Javits Convention Center or in relation to any work performed in the Jacob Javits Convention Center. In addition, Exhibitor shall not bring into the Jacob Javits Convention Center any explosives, fuel, combustible or hazardous materials, or decorative materials that are not fireproof or flameproof, or any materials or substances deemed hazardous by the Fire Department of the City of New York. Exhibitor agrees to comply with the detailed instructions, regulations, and restrictions of NRF, the Jacob Javits Convention Center, and those of the Exhibitor Service Manual issued by NRF approximately three (3) months before the Conference. NRF, independent contractors of NRF, and/or the Jacob Javits Convention Center reserve the right to remove from the premises any person whose conduct is objectionable, disorderly, or disruptive.

**Exhibit Space Use, Decorations, Signs, etc.:** NRF reserves the right to approve and to reject, at its sole discretion, exhibit presentations, signage and Exhibit Space use. Any rejected exhibits must be removed immediately and any rejected use of Exhibit Space must cease immediately upon notice from NRF. Instructions, guidelines, restrictions, and regulations concerning the exhibit presentation, Exhibit Space use, decorations, signs, etc. are set forth herein and in the Exhibitor Service Manual; Exhibitor agrees to strictly adhere to them. Some of the listings included in the Exhibitor Service Manual are as follows: Any Exhibit Space that interferes with the use of any exhibit and/or meeting space, impedes access to any exhibit and/or meeting space, or impedes use of any aisles will not be permitted. In addition, Exhibit Space personnel including, but not limited to, demonstrators, receptionists, and models are required to confine their activities within the Exhibitor's Exhibit Space. Exhibitor's Exhibit Space staff will be modestly attired to maintain the professional and business climate of the Conference. Sound presentations, slides, videos, or movies will be permitted if tuned to conversational level and if not objectionable to neighboring exhibitors. NRF reserves the right to restrict the use of glaring lights or objectionable light effects. Exhibitor will not present exhibits that include any derogatory remarks directed at another exhibitor's products or services. For Standard Exhibit Booth Space (Section B.1), NRF will provide items listed above, and Exhibitor must provide all other equipment in conjunction with the Exhibit Space. Exhibitor agrees to drape unfinished side rails, backwalls and logos on the backwall; however, NRF will provide pipe and draping for linear Standard Exhibit Space. For Turnkey Exhibit Booth Space and Meeting Space (Section B2 and B.3), NRF will provide items listed above in this Contract. An Exhibit Space that does not comply with the terms or regulations detailed in the

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Exhibitor Service Manual may be altered by NRF at Exhibitor's sole expense or terminated by NRF. It is Exhibitor's sole responsibility to secure all rights to use any third-party article or intellectual property in connection with this Contract.

**Staffing and Occupancy of Exhibit Space:** Exhibitor agrees to occupy the Exhibit Space with display materials and at least one representative during open hours for the expo portion of the Event, which open hours shall be published by NRF. If Exhibitor does not fulfill this staffing and display obligation, NRF may immediately terminate this Contract at its sole option with or without notice—oral or written— and without liability or further obligation to Exhibitor, and Exhibitor will immediately discontinue use of Exhibit Space. Unless NRF terminates this Contract for failure to comply with staffing and occupancy requirements as stated herein, Exhibitor understands and acknowledges that it may not remove, discontinue use or vacate the Exhibit Space prior to the official end of the Conference. If Exhibitor takes such aforementioned action prior to the official end of the Conference, NRF may prohibit Exhibitor from rebooking for and/or participating in future NRF events. In any event, if Exhibitor leaves the Exhibit Space erected after the official end of the Conference, Exhibitor is responsible for all costs associated with the removal of the Exhibit Space.

**Registration Badges:** Exhibitor's representatives are required to wear registration badges for proper identification at all times while working in the Exhibit Space. Badges may not be shared. Only one badge may be used per person for the entire Conference.

**Photography:** Use of cameras—digital cameras, mobile phone cameras and video cameras—is not permitted in the exhibit hall without the express written consent of an authorized NRF representative.

**Age Restrictions:** No one under the age of 18 is allowed to be inside of the EXPO during the Conference.

**Conference Changes:** Should NRF cancel the Expo portion of the Event in full (that is, without a change of date, hours or location) for reasons other than force majeure (as described below in the Miscellaneous section), it may terminate this Contract immediately and without liability upon providing Exhibitor with notice of the same. In the event of such cancellation as described, NRF shall refund Exhibitor any and all payment(s) made to NRF through the date of cancellation, other than the nonrefundable Administrative Fee, and the foregoing shall be the sole remedy of Exhibitor. NRF reserves the right to change any portion of the Conference and/or Exhibit Space location in its sole discretion without liability, and Exhibitor hereby agrees to such changes. NRF may at any time, in its sole discretion, cancel the Conference, close the Conference on any day or days, and/or vary the hours the Conference is open to visitors without liability. Should NRF cancel the Conference, NRF may terminate this Contract immediately and without liability upon providing Exhibitor with notice.

**Shipment of Goods:** Exhibitor is responsible for the shipment and delivery of all of its exhibit equipment and materials to and from the Jacob Javits Convention Center. Shipments should be addressed as stated in the Exhibitor Service Manual. NRF IS NOT LIABLE OR RESPONSIBLE FOR ANY INCIDENTS OF LOSS, THEFT, DAMAGE, OR OTHERWISE OF EXHIBITOR'S PROPERTY, EQUIPMENT AND MATERIALS BEFORE, DURING, OR AFTER THE CONFERENCE.

**No Endorsement:** Exhibitor acknowledges that NRF does not endorse the product(s) or service(s) included in the Exhibit

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and agrees that it will not directly or indirectly represent that NRF has or will make sure an endorsement.

**Insurance:** Exhibitor acknowledges that NRF does not maintain insurance coverage for Exhibitor's property, employees, contractors, agents, and other personnel, or for Exhibitor's losses. For the entire Term of this Contract, Exhibitor shall obtain and maintain insurance issued by a company authorized to do business in the State of New York with the minimum types and coverage amounts as follows: (1) Workers Compensation, Statutory amount under New York law; (2) Employer's Liability, Statutory amount under New York law; (3) Commercial General Liability (including Blanket Contractual Liability Insurance) Combined for bodily injury and property damage, One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) general aggregate; and (4) Commercial Automobile Liability insuring owned, non-owned or hired vehicles to be used in and out of the Jacob Javits Convention Center, Five Hundred Thousand Dollars (\$500,000.00) injuries for each person, One Million Dollars (\$1,000,000.00) injuries to more than one person, and Five Hundred Thousand Dollars (\$500,000.00) property damage; or One Million Dollars (\$1,000,000.00) combined single limit. As evidence of such coverage, Exhibitor shall forward to NRF a certificate of insurance at least thirty (30) days prior to the Conference which shall include "National Retail Federation, NRF Foundation, and their respective directors and employees" as additional insureds for all coverages listed above except for Employer's Liability and Workers Compensation and which shall include a provision requiring a notice to NRF of cancellation of coverage of not less than thirty days after Exhibitor first learns of any such cancellation. Exhibitor agrees to notify NRF immediately of any material change in or cancellation or non-renewal of the policies during the Term. In the event of any cancellation of Exhibitor's insurance coverage, NRF reserves the right to immediately terminate this Contract with notice to Exhibitor without liability. Exhibitor's insurance terms or endorsement will indicate that the insurance carrier shall have no right of recovery or subrogation against NRF.

**Disclaimer; Limitation of Liability:** EXCEPT AS MAY BE EXPRESSLY PROVIDED HEREIN, NRF DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY OF: (i) MERCHANTABILITY; (ii) FITNESS FOR A PARTICULAR PURPOSE; OR (iii) THE CONDITION, QUALITY AND/OR CONFIGURATION OF THE EXHIBIT SPACE, NRF WEBSITE, MOBILE APP, SIGNAGE, PROGRAM GUIDE, LISTS, OR SERVICES PROVIDED BY NRF. EXCEPT AS REQUIRED BY APPLICABLE LAW, NRF AND ITS AFFILIATES, DIRECTORS, OFFICERS AND EMPLOYEES ARE NOT AND WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO ANY PROPERTY OR INJURIES SUSTAINED BY THE EXHIBITOR OR ITS AFFILIATES, EMPLOYEES, AGENTS, INVITEES, CONTRACTORS, OR OTHER PERSONNEL FOR ANY CAUSE WHATSOEVER DURING THE CONFERENCE, IN THE JACOB JAVITS CONVENTION CENTER OR WHILE IN TRANSIT TO OR FROM THE CONFERENCE. IN NO EVENT, EXCEPT AS REQUIRED BY APPLICABLE LAW NARROWLY CONSTRUED, SHALL NRF OR ITS BOARD OF DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, ASSIGNEES, OR SUCCESSORS BE LIABLE FOR THE PAYMENT OF ANY PUNITIVE, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION,

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LOST PROFITS, REGARDLESS OF THE BASIS OF THE CLAIM AND WHETHER OR NOT NRF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS OTHERWISE REQUIRED BY LAW NARROWLY CONSTRUED, IN NO EVENT WILL NRF BE RESPONSIBLE TO EXHIBITOR HEREUNDER FOR ANY AMOUNT EXCEEDING THE ABOVE-LISTED TOTAL EXHIBIT SPACE CHARGE AMOUNT PAID BY EXHIBITOR. The parties agree that there shall be no right or authority for any claims arising solely under this Contract to be arbitrated or litigated on a class action basis on behalf of the parties or joined or consolidated with claims of other parties.

**Liquidated Damages:** (i) Reduction of Exhibit Space - Requests for the reduction of the Exhibit Space by Exhibitor must be made in writing. Requests received by NRF to reduce the Exhibit Space size will be accepted by NRF as long as Exhibitor pays NRF, in addition to the full Exhibit Space Charge for the reduced (or modified) Exhibit Space, a reduction fee (“**Reduction Fee**”) of 50% of the Exhibit Space Charge listed above in Section C if reduction request is received on or before April 1, 2023. After April 1, 2023, the Reduction Fee is 100% of the Exhibit Space Charge listed above in Section C. The Reduction Fee amount is due with the written request of reduction regardless of whether the original space is resold. The minimum Exhibit Space is listed herein. (ii) Cancellation of Exhibit Space - Cancellation of the Exhibit Space by Exhibitor constitutes material breach of this Contract and must be made in writing. Nonperformance of Exhibitor’s payment obligations constitutes a cancellation that is a material breach of this Contract. In the event of cancellation as described, a fee for cancellation will be due and payable to NRF, or will be retained to the extent paid previously, regardless of whether the Exhibit Space and/or Meeting Space is resold (“**Cancellation Fee**”). For cancellation received in writing (or made effective for nonpayment) before or on April 1, 2023, the Cancellation Fee is 50% of the Exhibit Space, Meeting Space and Branding Package total charges in addition to 100% of the nonrefundable Administrative Fee. For cancellation received (or made effective for nonpayment) after April 1, 2023, the Cancellation Fee due is 100% of the Exhibit Space Charge (which includes the nonrefundable Administrative Fee). The parties acknowledge and agree that reduction or cancellation of Exhibit Space and/or Meeting Space by Exhibitor will result in substantial harm and hardship to NRF that is difficult to ascertain at the time that the parties enter into this Contract. Therefore, the parties agree that any Reduction Fee and Cancellation Fee constitute liquidated damages and not penalties and that these amounts are a fair and reasonable provision for NRF’s damages in the event of Exhibit Space reduction or cancellation by Exhibitor regardless of whether the Exhibit Space is resold. NRF does not waive any of its available remedies. Acceptance of reduction and cancellation request(s) is only effective if accepted in writing by NRF and Reduction Fee and Cancellation Fee, as applicable, are paid.

**Indemnification:** Exhibitor shall indemnify, hold harmless, and defend NRF, NRF Foundation and their directors, officers, agents, employees, assignees, and successors (“**Indemnities**”) from and against all third-party claims, losses, liabilities, damages, actions, expenses, and judgments including, without limitation, attorneys’ fees and litigation and arbitration expenses recovered from or asserted against the Indemnities or any one of them arising out of this Contract for: (i) any bodily injury of any persons resulting from acts or omissions of Exhibitor or its officers, employees, contractors,

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invitees, or agents; (ii) any loss of, through theft or otherwise, or damage to property resulting from acts or omissions of Exhibitor or its employees, officers, contractors, invitees, or agents; (iii) NRF's use, in accordance with the terms of this Contract, of patented, trademarked or copyrighted materials, equipment, devices, or processes furnished by Exhibitor; (iv) any infringement or alleged infringement by Exhibitor or its employees, agents, representatives, contractors, or personnel on third-party intellectual property rights in connection with the Conference or the Exhibitor's use of Exhibit Space and/or Meeting Space, and/or (v) Exhibitor's breach of any of its obligations under this Contract.

**Non-compete:** During the Conference dates, Exhibitor agrees not to schedule or conduct a Company/Exhibitor-sponsored meeting or event for attendees of the Event at a time that conflicts with any NRF-scheduled Conference events. Any violation of this provision will constitute a material breach of this Contract by Exhibitor and will be deemed a cancellation subject to Cancellation Fees and possible reduction of priority points. Disputes. Any and all disputes arising in connection with the terms and conditions of this Contract shall be submitted first to the senior officer of each party for informal resolution. The validity, interpretation, and performance of this Contract shall be governed by the laws of the District of Columbia without regard to conflicts of law principles. All disputes which arise in connection with or are related to this Contract shall be resolved, if not sooner settled, in Washington D.C., and Exhibitor agrees hereby to submit irrevocably to the personal jurisdiction of the federal and state/local courts of the District of Columbia.

**Survival:** The following provisions shall survive the Term of this Contract: Term and Termination, Outstanding Balance, Cancellation of Exhibit Space, Lists, Assignment/Sublease, Compliance with Laws, Conference Changes, Shipment of Goods, Disclaimer, Limitation of Liability, Liquidated Damages, Indemnification, Survival, and Miscellaneous.

**Miscellaneous: No Joint Venture.** Exhibitor and NRF are contractors independent of one another, and nothing in this Contract shall be construed to create a partnership, joint venture, agency relationship, or other joint enterprise between them. Neither party has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in a writing signed by both parties hereto. Severability. Should any provision of this Contract be held to be void or unenforceable, the remaining provisions shall remain in full force and effect to be read and construed as if the void or unenforceable provisions were originally deleted. Notices. Any notices or other communications under this Contract shall be deemed properly served when sent postage prepaid by registered or certified mail or return receipt requested or by commercial delivery service with delivery receipt. Notices to NRF should be addressed to S.V.P., Conferences with a copy to NRF's General Counsel at NRF's Washington, D.C. address. Notices to Exhibitor will be addressed to the Contract signatory using the contact information provided herein. Notwithstanding the foregoing, Exhibitor hereby agrees that email from NRF to Exhibitor's contact person listed in this Contract or other employee will be acceptable and sufficient notice for invoices, cancellation or termination. *Waiver of Breach.* No failure by either party to take action on account of any breach by the other shall constitute a waiver of any other breach of performance by the other party. Any waiver by NRF will only be effective if made in writing by NRF. Entire Agreement. This Contract constitutes the entire agreement between Exhibitor and NRF with respect to the subject matter hereof. This Contract supersedes any prior oral agreements, negotiations or understandings between the parties

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concerning this Conference and the subject matter hereof. Except as otherwise expressly stated herein, any amendment to this Contract must be in writing and signed by both parties to have effect. However, notwithstanding the foregoing, NRF shall have the sole authority to enforce, interpret and amend the terms set forth in this Contract and in the Exhibitor Service Manual and to make additional rules and regulations which, in its discretion, shall be necessary for and in the best interest of the Conference. The parties agree that the terms of any purchase order shall not modify the terms of this Contract, will not supersede or have precedence over the terms of this Agreement, and will not be incorporated into this Contract. Only the terms of this Contract shall govern this transaction. Force Majeure. Neither party shall be deemed in breach or otherwise liable under this Contract due to its failure or inability to perform any or all of its obligations hereunder arising out of or caused, directly or indirectly, by circumstance(s) beyond its reasonable control including, but not limited to, acts of God, earthquakes, fires, floods, wars, civil or military disturbances, acts of war, threats or acts of terrorism, government regulation or action, public health crisis or epidemic/pandemic, strike, fire, unavailability of transportation, unavailability of Conference facility, power failure, loss or malfunction of utility, loss or malfunction of transportation, loss or malfunction of telecommunication service, riot or sabotage, or inability to obtain labor or equipment ("Force Majeure Event") which make it impossible, illegal, or commercially impracticable to perform its obligations or to hold the Conference. In the event that Exhibitor is affected by a Force Majeure Event (other than resulting from an individual corporate travel policy and/or Exhibitor staffing/vaccination status which the parties agree herein that neither shall constitute a Force Majeure event hereunder) making it impossible, illegal, or commercially impracticable for it to perform its obligations, Exhibitor agrees to pay NRF 50% of the Exhibit Space Charge. In the event that NRF is affected by a Force Majeure Event making it impossible, illegal, or commercially impracticable for it to perform its obligations, NRF agrees to refund Exhibitor 50% of the Exhibit Space Charge and to apply 50% of the Exhibit Space Charge to the next in-person edition of NRF Retail's Big Show. The party affected by the Force Majeure Event shall give notice to the other party of such Force Majeure Event as soon as reasonably practicable, but not later than seven (7) days after the date on which such party knew or should reasonably have known of the commencement of the Force Majeure Event. Order of Precedence. If there are any terms in the Exhibitor Service Manual (not incorporated herein) and/or the NRF invoice confirmation/acceptance that conflict with the terms herein, the provisions of these Contract Terms and Conditions shall supersede and have precedence over the terms of this Contract and will not be incorporated into this Contract. Headings. Headings are used for convenience only and shall not be included in the interpretation of this Contract.