

## **CONDITIONS, RULES AND REGULATIONS GOVERNING THE EUROPEAN SEAFOOD EXPOSITION**

1. Certain capitalized terms used herein shall have the meanings set forth below:

The "Co-Exhibitor Form" means the co-exhibitor form attached hereto, if any. The "Conditions" means these Conditions, Rules and Regulations. The "Contract" means the Conditions, together with the Exhibit Space Application and Co-Exhibitor Form. "DBC" means Diversified Business Communications, a Maine corporation. The "Exhibit Space Application" means the cover sheet attached hereto with the caption "2012 Exhibit Space Application." The "Exhibition" means The European Seafood Exposition. "Exhibitor" means the exhibitor named on the Exhibit Space Application, including any and all officers, directors, managers, employees and agents of such exhibitor, together with any coexhibitors identified on the Co-Exhibitor Form, and any and all officers, directors, managers, employees and agents of such co-exhibitor.

2. DBC reserves the right to refuse the application of any party whose product, service or proposed exhibit is, in DBC' sole discretion, not in keeping with the character of the Exhibition. Approval of the Contract is in the sole discretion of DBC, and may be withheld, among other reasons, for: (a) poor credit history of Exhibitor, including but not limited to past due amounts owing to DBC or any affiliate of DBC, or (b) breach of the Conditions or any other contract provisions governing any previous trade show or other event conducted or sponsored by DBC or its affiliates.

3. Exhibitor agrees to make payment for space as outlined on the Exhibit Space Application. If payments for space are not made when due, DBC may, in its sole discretion, reallocate or resell space allotted to Exhibitor.

4. DBC shall have full power to determine in every respect the allocation of area and position of space at the Exhibition. Exhibitor shall occupy the space allotted to it no later than 5:00 P.M. on the day before the opening of the Exhibition, and Exhibitor's displays and related materials shall be substantially assembled by such time. Exhibitor is not permitted to sublet exhibit space.

5. Exhibitor is responsible for the cost and erection of tables, counters or other contrivances for displaying goods and for all support services including, but not limited to, such matters as cleaning, electricity, plumbing and drayage.

6. While participating in the exhibition, Exhibitor agrees to comply with all applicable local state, federal and other laws, ordinances, rules and regulations; with the provisions of any labor agreements which might cover activities conducted within the Exhibition facility; with all rules and regulations of the Exhibition facility; and with any other rules and regulations that may be issued from time to time by DBC. Exhibitor hereby covenants, represents and warrants that any and all materials and products (including without limitation seafood) displayed or otherwise used by Exhibitor within the Exhibition facility will have been obtained in full compliance with the laws of the respective jurisdiction(s) of origin of such materials and products. Exhibitor agrees to indemnify DBC against any claim, action or loss occasioned by any breach of this Section 6.

7. All materials used for the building, decorating, draping or covering of booths and/or stands must be non-flammable, or rendered so by being immersed in a fire-proofing solution. All exhibits are subject to inspection by the public safety authorities having jurisdiction over the Exhibition facility and Exhibitor agrees to comply with the directions of said authorities on all matters.

8. Exhibitor must obtain, at its own cost and expense, liability insurance of no less than \$1,000,000 property damage and personal injury, with broad form endorsement, naming DBC as an additional insured, and requiring at least thirty (30) days' prior notice to DBC of cancellation or material modification; provided, however, that, in the event that Exhibitor is self-insured, DBC may waive the requirement that DBC be named as an additional insured, and may require Exhibitor to provide evidence acceptable to DBC in DBC's sole discretion as to Exhibitor's financial ability to meet its obligations under the Contract, including but not limited to its insurance and indemnification obligations under this Condition 8. Exhibitor agrees to provide DBC with certificates of insurance, duplicate policies or other evidence requested by DBC in connection with this Condition, no later

than ninety (90) days prior to opening of the Exhibition, and to provide further evidence of insurance upon request. In no event shall DBC be responsible for any loss of or damage to Exhibitor property occasioned by theft or other insurable casualty. Exhibitor shall obtain at its own cost and expense theft and casualty insurance in an amount equal to the value of Exhibitor's property and shall provide DBC with proof of such insurance upon request. DBC assumes no risk; and, by the acceptance of this Contract, Exhibitor expressly releases DBC of and from any and all liability for any damage, injury or loss to any person or goods which may arise from the rental and occupation of said space by Exhibitor. Exhibitor agrees to indemnify, defend and hold harmless DBC from any and all claims, injuries, losses, liabilities, obligations, damages, expenses and costs (including, but not limited to, attorneys' fees and other similar costs of defending claims or law suits brought against DBC) (collectively, "Damages") if and to the extent such Damages result from (a) Exhibitor's breach or alleged breach of its duties, obligations, covenants, warranties and representations under this Contract, or (b) Exhibitor's actions or omissions with respect to the Exhibition. Exhibitor's duty to indemnify DBC hereunder shall not be affected by any contention that DBC was negligent, and that such negligence was a contributing or proximate cause of any such Damages, unless and until a court of competent jurisdiction in a matter involving third-party liability finds that such Damages resulted from DBC's bad faith, gross negligence, or willful misconduct.

9. In no event shall Exhibitor have any claim for Damages of any kind against DBC in respect to any Damages, direct or consequential, because of the prevention, postponement or abandonment of the Exhibition, by reason of any of the events referred to in Condition 21, or otherwise if for any reason beyond DBC's control the Exhibition facility becomes wholly or partially unavailable for the holding of the Exhibition; and, in such an event, DBC shall be entitled to retain all sums paid by Exhibitor or such part thereof as DBC shall consider necessary. If, in the opinion of DBC, by rearrangement or postponement of the period of the Exhibition, or by substitution of another hall or building, or in any other reasonable manner, the Exhibition can be carried through, the Contract shall be binding upon the parties, except as to the size and position of exhibit space, which DBC may modify as it deems necessary under the circumstances in its sole discretion.

10. The liability of DBC to Exhibitor for all claims relating to the Exhibition or the Contract, in contract, tort or otherwise, shall not exceed the amount of the fees paid to DBC by Exhibitor in connection with the Contract. In no event shall DBC be liable to Exhibitor for any consequential, indirect, special or incidental Damages, even if Exhibitor has been advised of the possibility of such potential Damages. The foregoing limitation of liability and exclusion of certain Damages shall apply regardless of the success or effectiveness of other remedies.

11. Exhibitor agrees to confine all selling and promotional activity to the space allotted by the Contract and not to distribute printed matter or materials of any nature in the aisles, entrances or exits of the Exhibition.

12. Non-transferable passes of admission will be supplied to Exhibitor for distribution to its personnel. Exhibitor will not be admitted to the Exhibition facility without such passes. DBC reserves the right to limit the number of passes issued to Exhibitor.

13. The right to distribute and/or sell any article of food, drink or tobacco is held by catering concessionaires authorized by the owner of the Exhibition facility. No Exhibitor may sell, give away or distribute any such article without the written consent of DBC. The foregoing should not be construed to prevent Exhibitor from distributing product samples in accordance with applicable law.

14. DBC accepts no responsibility for breakdown or failure of any of the services provided for, or in connection with, the Exhibition.

15. DBC reserves the right, in its sole discretion, to refuse any person, including without limitation any employee of Exhibitor, admission to the Exhibition. No person under the age of 18 will be admitted under any circumstance during any phase of the Exhibition.

16. Without prejudice to the rights and remedies of DBC in respect to any breach of the Contract on the part of Exhibitor, DBC may, in its sole discretion, allow Exhibitor to withdraw from the

Exhibition subject to the following conditions: (a) Exhibitor must give written notice to DBC that it desires to withdraw; if DBC allows such withdrawal, it will notify Exhibitor of its decision in writing; (b) any such notification by DBC to Exhibitor will constitute a cancellation of the Contract subject to the payment by Exhibitor to DBC as outlined on the Exhibit Space Application; and (c) upon payment of such amount to DBC by Exhibitor, the Contract shall be cancelled and Exhibitor shall have no further claim against DBC.

17. DBC reserves the right to alter, add to or amend any provision of the Conditions. Should any question arise regarding the meaning of any provision of the Contract or otherwise in connection with Exhibitor's involvement with the Exhibition, whether or not provided for in the Contract, the decision of DBC shall be final. No alteration, addition, amendment or waiver to or of, the Contract shall operate to release Exhibitor from the Contract. No course of dealing between the parties shall operate as a waiver of any of the parties' rights under the Contract. No delay or omission on the part of either party in exercising a right under the Contract shall operate as a waiver of such right or any other right hereunder. No waiver shall be binding unless it is in writing and signed by a person authorized to execute such waiver on behalf of the waiving party.

18. The purpose of the Exhibition is to promote the sale and use of seafood products and related equipment and services. Exhibits must be consistent with this purpose and must adhere, in each case in the determination of DBC in its sole discretion, to each of the following standards: (a) Exhibitor must promote the marketing of seafood and related products or services. (b) Exhibitor shall not discourage, or promote the limitation of, the use, distribution or marketing of any seafood or related product or service. (c) Exhibitor may encourage or advance its own products, equipment or services; however, Exhibitor shall not unfairly criticize the products or methods of any other exhibitor. (d) Exhibitor shall not directly or indirectly promote or advertise any idea or product which is inconsistent with the stated purpose of the Exhibition. (e) Exhibitor shall not infringe the copyrights, trademarks or other intellectual property rights of any third party or unfairly compete with other exhibits. (f) Exhibitor's exhibit shall not have an undesirable or unreasonable deleterious effect upon another exhibit. (g) DBC reserves the right to prohibit or remove any exhibit which detracts from the general character of the Exhibition as a whole, or consists of products or services inconsistent with the purpose of the Exhibition. The right to prohibit includes, but is not limited to, such persons, things, conduct, printed matter or anything else of a character which DBC deems objectionable.

19. As an accommodation to Exhibitor, DBC may list Exhibitor in a catalog prepared and distributed in connection with the Exhibition, and Exhibitor hereby grants a limited, non-exclusive, nontransferable worldwide royalty-free right and license to DBC to use Exhibitor's name, trademarks and/or logos for such purpose. DBC shall have no liability to Exhibitor for any errors or omissions contained in such catalog.

20. The Contract may be terminated by DBC at any time on the breach of any of the provisions herein by Exhibitor, or breach by Exhibitor of any other contract it may have with DBC or its affiliates, including without limitation failure to make payments when due pursuant to any such contract, and thereupon all of Exhibitor's rights hereunder shall cease and terminate, and any payments made by Exhibitor on account hereof prior to said termination shall be retained by DBC as liquidated damages for such breach, and DBC may thereupon reallocate or resell any space that had been allocated to Exhibitor.

21. In the event that the premises in which the Exhibition is to be conducted shall become, in the sole discretion of DBC, unfit for occupancy, or in the event the holding of the Exhibition or the performance of DBC under the Contract are substantially or materially interfered with by virtue of any cause or causes not reasonably within the control of DBC, the Exhibition may be terminated or moved to another appropriate location at the sole discretion of DBC. DBC shall not be responsible for delays, damage, loss, increased costs or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of DBC. If DBC terminates the Contract and/or the Exhibition (or any part thereof) pursuant to this Condition, then DBC may retain such part of

Exhibitor's rental fee as shall be required to recompense DBC for the expenses incurred up to the time such contingency shall have occurred and there shall be no further liability on the part of either party to the other. For purposes hereof, "cause or causes not reasonably within the control of DBC" shall include, but not be limited to: fire, casualty, flood, epidemic, earthquake, explosion, accident, blockade, embargo, inclement weather, hurricane, tornado, governmental restraints, declaration of public emergency, strike, lockout, boycott or other labor disturbance, technical or other personnel failure, local, state, federal or other laws, ordinances, rules, orders, decrees or regulations and/or any act of God.

22. Neither Exhibitor nor DBC is or shall be construed to be a partner, joint venturer, franchisee, employee, agent or representative of or with the other for any purpose whatsoever. Except as specifically permitted by the Contract or by a separate written agreement of DBC and Exhibitor, neither party has or shall have any right or power to act as the agent or to act on behalf or in the name of, or to bind, the other party. Nothing herein shall be construed as granting Exhibitor any proprietary right, title or interest in DBC or as granting DBC any proprietary right, title or interest in Exhibitor.

23. If, at any time, any provision of the Contract shall be deemed for any reason to be invalid or unenforceable or prohibited by the laws of the jurisdiction where the activities are to be performed, then such provision shall be considered divisible and shall become and be immediately amended to the extent necessary to make it valid and enforceable by the court or other body having jurisdiction over the Contract. The invalidity or lack of enforceability of any provision of the Contract shall not affect the validity and continuing effectiveness of any other provision of the Contract.

24. The Contract contains the entire understanding of the parties and supersedes any and all prior understandings or agreements between the parties with respect to the subject matter hereof. No modification of or amendment to the Contract will be effective unless in writing and signed by both parties.

25. The Contract shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns; provided, however, that Exhibitor shall not directly or indirectly assign, delegate, transfer, sublicense or encumber any of its rights or obligations under the Contract without the express prior written consent of DBC.

26. The Contract shall be governed by and construed in accordance with the laws of the State of Maine, United States of America, without regard to the conflicts of laws provisions thereof to the extent such laws would cause the law of another jurisdiction to apply. The parties unequivocally submit to the exclusive jurisdiction of the state and federal courts sitting in Cumberland County, Maine.

27. Exhibitor hereby covenants, represents and warrants, as applicable, that: (a) if it is a legal entity, it is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; (b) if it is a legal entity, its execution, delivery and performance of this Contract, the fulfillment of and the compliance with the respective terms and provisions hereof, and the due consummation of the transactions contemplated thereby, have been duly and validly authorized by all necessary corporate or other legal action of Exhibitor (none of which actions has been modified or rescinded, and all of which actions are in full force and effect); and (c) the Contract constitutes a legal, valid and binding obligation of Exhibitor, enforceable against Exhibitor in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting generally the enforcement of creditors' rights.

28. DBC agrees and acknowledges that it has relied on Exhibitor's undertakings hereunder, and that, if Exhibitor violates any of the provisions of the Contract, (a) it will be difficult, if not impossible, to compute the amount of loss to DBC; (b) DBC will be without an adequate legal remedy; and (c) violation of the Contract will cause substantial and irreparable injury and damage to DBC. Therefore, the parties agree that, in the event of any violation by Exhibitor of the Contract, DBC shall be entitled to specific performance, injunction, other equitable relief and any other

available rights or remedies at law or in equity which may be exercised concurrently with the rights granted hereunder.

29. All notices, requests and other communications required or permitted under the Contract must be in writing, and must be sent by registered or certified mail, postage prepaid and return receipt requested, by overnight courier or express delivery, or personally delivered, in each case addressed to the parties at the address for each set forth on the Exhibit Space Application, or to such other person or address as either party previously shall have designated to the other by written notice given in the manner set forth above. Notices shall be deemed given one day after sent, if sent by overnight courier or express delivery; when delivered and receipted for, if hand delivered; or when receipted for (or upon the date of attempted delivery where delivery is refused) if sent by certified or registered mail, return receipt requested. Where notice requires a response in ten (10) or fewer business days, the notice should be sent by hand delivery.

**Diversified Business Communications** *PO Box 7437, 121 Free St, Portland, ME 04112-7437 Ph: (207) 842-5400 ~ F: (207) 842-5505*