

Exhibitor Information

Today's Date _____
 Company _____
 Street Address _____
 City _____ State _____ Postal Code _____
 Country _____ Website _____
 Company Phone _____ Fax _____
 Company Contact _____ Contact Title _____
 Contact Email _____ Contact Phone _____

Booth Packages

(see package sheets for details)

<u>Booth Size</u>	<u>QTY</u>	<u>Rate</u>	<u>Total</u>	<u>Booth Size</u>	<u>QTY</u>	<u>Rate</u>	<u>Total</u>
10'x10' Booth All inclusive	_____	\$1,850.00	_____	Raw Space Exhibitor	_____	\$1000.00	_____
10'x20' Booth	_____	\$2,375.00	_____				
20'x20' Booth	_____	Contact For Details	_____	Raw Pop-Shop	_____	\$850.00	_____

- 50% of Order Total must be received with contract.
- Balance Due must be paid by September 15, 2014
- Booth assignment will be made and show badges produced only after all payments are received in full.
- There will be a 3% processing fee for all credit cards.

Booth Package Total	\$ _____
CM % _____	\$ _____
Credit Card Fee 3%	_____
ORDER TOTAL	\$ _____

Payment Information

Check - Mail To: Zoomn, Inc
1310 south Gertruda Avenue
Redondo Beach, CA 90277

Credit Card
 Visa Master Card Discover American Express

Card Number _____ Exp _____ Security Code _____
 Name on Card _____
 Street Address _____
 City _____ State _____ Postal Code _____
 Country _____

Agreement – Payment Must Accompany Agreement

Your signature is agreement to the terms on both sides.. By signing you are verifying that you are authorized to enter into this agreement on behalf of your company. Application is made by the undersigned for booth exhibit space. Exhibitor agrees to abide by show hours policy and will staff booth area for duration of show hours each day of show. It is understood upon acceptance of this application and receipt of the non-refundable payment, this application shall become a contract between the undersigned and Zoomn Inc. Exhibitor will fill out, all supplemental paperwork required and all of the terms and conditions included in this application. It is further agreed that any change in the Exhibiting Company's mailing address, show directory information, brand names or product listings must be requested in writing to Zoomn, Inc. By signing above the Exhibitor affirmatively consents and agrees to receive (i) facsimile advertisements sent by or on behalf of Zoomn, Inc. to the facsimile number above; (ii) telephone solicitations initiated by or on behalf of Zoomn Inc. and directed to the telephone number provided above; and (iii) commercial electronic mail messages sent by or on behalf of Zoomn Inc, its affiliates, lines of business and divisions.

Signature _____ Date _____

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Printed Name _____ Title _____

Today's Date: _____

Company Information

Years in Business less than 2 years 2-5 years Over 5 years
Sales Volume \$0-\$999,999 \$1million-\$5million \$5.1million-\$10million \$10million-\$50million \$50million and above
Export? yes no Location of distribution center _____

Company Contact

Management

Contact _____ Title _____

Phone _____ Email _____

Marketing/PR

Contact _____ Title _____

Phone _____ Email _____

Show Badge Request

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

Directory Information

Exhibitor Name _____
(Name to be printed on booth sign)

Street Address _____

City _____ State _____ Postal Code _____

Country _____ email _____

Sales Contact Name _____ Title _____

Phone _____ Email _____

Product Information

Brand Names _____

Product Images & Company Logo – Please email to: info@lazertradeshow.com (subject of email: Exhibitor Name-IMAGES)

Brand Category (check all that apply) comfort contemporary women junior men children athletic lifestyle
organic /vegan surf/skate street orthopedic /wellness other _____

Wholesale Price Range \$30-99 \$100-149 \$150-199 \$200+

Primary Country of Origin _____

Competitive Brands 1) _____ 2) _____ 3) _____

Main Retail Customers 1) _____ 2) _____ 3) _____

Notes/Exhibitor Bio

TERMS AND CONDITIONS

All Exhibitors and their representatives participating in the Show identified on the front page of this Exhibit Space Agreement ("Agreement") agree to be bound by and are required to comply with the terms and conditions ("Terms and Conditions") stated in this Agreement. In consideration of the promises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Exhibitor agrees as follows:

1. **Defined Terms:** "Show" means the specific expositions or conferences identified on the front page of this Agreement. "Exhibition Facilities" means all venues or facilities in which or where the Show is conducted. "Show Dates" mean the dates over which the Show is conducted including move-in, show days and move-out days at the "Exhibition Facilities". "Management" means Zoomn, Inc in California, its officers, directors, members, agents, affiliates, representatives, employees, successors and assigns, unless the context requires otherwise. "Facility Management" means the owner or manager of the Exhibition Facilities in which the Show is conducted, and its employees and agents. "Exhibitor" means the applicant identified on the front hereof. Exhibit space ("Exhibit Space" or "Booth Space") means the space applied for. Exhibit Space Fee" means the required Exhibit Space fee, including all deposits and other fees to be paid to Management as set forth on the front of this Agreement. Management and Exhibitor are collectively referred to in this Agreement as the "Parties" and "Party" in the singular.

2. **Show Rules and Regulations:** Management will have the right, in its sole subjective discretion, to establish and/or modify the Show Rules and Regulations and the use of Exhibit Space covered by this Agreement. Show Rules and Regulations shall be made available to each Exhibitor prior to the Show. Management will endeavor to provide Exhibitor with changes to the Show Rules and Regulations, however, failure to provide or non-receipt of such changes will not invalidate or nullify such changes.

3. **Effective Date of Agreement:** Upon Exhibitor's execution of this Agreement, this Agreement becomes a binding contract between Management and Exhibitor (the "Effective Date"). A non-refundable payment in accordance with the Exhibit Space payment schedule is required upon Exhibitor's return of this Agreement to Management. As of the Effective Date, Exhibitor agrees to (i) use the Exhibit Space assigned by Management in accordance with the Terms and Conditions and the Show Rules and Regulations; and (ii) pay the required Exhibit Space Fee by the deadline dates established. No Exhibitor shall be permitted to exhibit or participate in the Show or gain access to the Exhibition Facilities unless and until Exhibitor has paid the full Exhibit Space Fee, and provided the required Certificates of Insurance by their deadline dates.

4. **Qualified Exhibitor:** Eligibility is generally limited to companies, firms or entities actively and legitimately engaged in the business of manufacturing, distributing or selling at wholesale, merchandise, materials, services or supplies related to the Show. Qualified Exhibitors must either be the manufacturer, licensed dealer, distributor, or representative of the goods, products or services displayed. Exhibitor agrees not to conduct any meetings, hospitality suites or hospitality functions or other activities outside of the Exhibition Facilities during the Show's official Show hours without Management's express written approval.

5. **Products & Services Displayed:** Exhibitor may display or exhibit only products and services comprising materials, equipment, apparatus, systems and other component products or services deemed by Management, in its sole subjective discretion, to be relevant to industry/s or field/s which are the primary focus of the Show. Management, in its sole subjective discretion, will determine whether a prospective Exhibitor is eligible to participate in the Show, the suitability any merchandise or service for exhibit or display, the amount of Exhibit Space provided an Exhibitor, and Exhibit Space assignment and placement. Management reserves the right of final approval as to which publications Exhibitor is allowed to display within its Exhibit Space. With exception to designated exhibits the design of Exhibit Booths will be controlled and approved by Management exclusively, in its sole subjective discretion.

6. **Exhibit Space Refusal or Modification by Management:** By execution of this Agreement and timely payment of the Exhibit Space Fee, Exhibitor is (i) permitted to exhibit at the Show; (ii) assigned to a particular hall, section or location within the Exhibition Facilities and (iii) provided with the actual amount of Exhibit Space requested. Management, in its sole subjective discretion, retains the right to refuse to provide or assign, to modify or to cancel Exhibitor's Exhibit Space assignment, and/or terminate this Agreement, without cause, for any or no reason whatsoever, at any time, without liability or further obligation to Exhibitor. Management shall not be held responsible or liable for any costs, expenses, damages or any other sums whatsoever incurred by Exhibitor or any other party as a result of any Exhibit Space rejection, cancellation, modification or change in Exhibit Space assignment. If Exhibitor's Exhibit Space application is rejected or cancelled by Management prior to the Show, the Exhibit Space Fees paid by Exhibitor will be refunded, except if the rejection or cancellation is due to Exhibitor's breach of this Agreement or as otherwise stated.

7. **Compliance Requirements:** Exhibitor agrees to abide by, adhere to and be bound by all applicable federal, state and local laws, codes, ordinances, rules and regulations, including without limitation fire, utility and building codes and regulations, and any rules or regulations of the Exhibition Facilities, including any union labor work rules.

8. **Show Related Commercial Messages:** To the extent Exhibitor provides any information to Management, including contact information and other personally identifiable information, Exhibitor grants to Management the right to use or release such information for all lawful Management and Show related business purposes.

9. **Restrictions on Assignment and Subleasing Exhibit Space:** Exhibitor cannot sell, assign, transfer, or convey this Agreement, or assign, share, sublet its Exhibit Space, or any part, without the prior written approval of Management, which approval may be withheld in Management's sole subjective discretion. This Agreement, the Terms and Conditions and the Show Rules and Regulations will be binding upon and inure to the benefit of the successors, assigns, and personal representatives of Exhibitor. Any attempted sale, sharing, subletting, assignment, transfer, conveyance of this Agreement or any portion of the Exhibit Space in violation of this Section is a breach of this Agreement and is voidable at the option of Management.

10. **Withdrawal or Reduction in Exhibit Space:** Exhibitor acknowledges and agrees that (a) each of the following shall constitute a material breach by Exhibitor of its obligations under this Agreement: (i) any cancellation or termination of this Agreement by Exhibitor; (ii) Exhibitor's withdrawal from the Show or Exhibitor's failure to participate in the Show in the manner described; or (iii) any reduction by Exhibitor of its Exhibit Space; and (b) Management will suffer damages based upon and arising from such breaches. Exhibitor further acknowledges that the damages suffered by Management from the breaches described in the preceding sentence will be substantial and that the parties may not be capable of determining the extent of such damages with mathematical precision. Therefore, the following provisions for liquidated are agreed as a valid and reasonable estimate of such damages and not as a penalty. If Exhibitor breaches this Agreement by cancellation or termination of this Agreement, withdrawing from the Show or by notifying Management that it is reducing the number or size of its Exhibit Space/s as set forth on the front side of this Agreement for any reason or no reason, Exhibitor shall be charged an automatic processing fee of \$1,000 per 100 sq. ft. of the Exhibit Space canceled, terminated, withdrawn or reduced (the "Processing Fee"). Notices advising Management that Exhibitor is canceling or terminating this Agreement, withdrawing from the Show or that Exhibitor is reducing its Exhibit Space must be made in writing and shall be deemed delivered to Management on the date such notice is actually received by Management. All cancellation, termination, withdrawals or reductions in Exhibit Space notifications must be provided to Management in writing, by overnight courier. Notices communicated to Management in electronic form will not be considered to be written. If Management is notified that Exhibitor is canceling or terminating this Agreement, withdrawing from the Show or reducing its Exhibit Space at least 90 days prior to the Show's first move-in date, Exhibitor will receive a refund of, as applicable, all or part of the Exhibit Space deposit or other fees paid (less the applicable Processing Fee). If Management is notified that Exhibitor is canceling or terminating this Agreement, withdrawing from the Show or reducing its Exhibit Space less than 90 days prior to the first move-in date, (i) Exhibitor forfeits its entire Exhibit Space Fee deposit payment and will remain obligated to pay Management all amounts due for the Exhibit Space and booth packages originally ordered by Exhibitor, as on the front side of this Agreement; and (ii) Management shall retain all such amounts as liquidated damages arising from Exhibitor's breach. All amounts payable to Management based upon or arising from Exhibitor's cancellation or termination, withdrawal or reduction of its Exhibit Space are payable to Management simultaneously with required notifications provided by Exhibitor. Upon notice of Exhibitor's cancellation or termination of this Agreement, its withdrawal from the Show or reduction in Exhibit Space, Exhibitor shall lose all rights to assigned Exhibit Space, and Show Management, in its sole subjective discretion, may reassign the Exhibit Space to another party. Management assumes no responsibility for having included the name of the withdrawn Exhibitor or description of its products in Show directories, brochures, news releases or other material relating to the Show. Any termination, cancellation or failure of Exhibitor to actually occupy the Exhibit Space assigned to Exhibitor constitutes a material breach by Exhibitor of this Agreement and may, in Management's sole discretion, result in partial or complete forfeiture of Exhibitor's rights under any applicable discounts, sponsorship agreements or opportunities associated with the Show, including, but not limited to the right to present speakers at, or participate in, any conference component of the Show. If a reduction in Exhibit Space is requested by Exhibitor and consented to by Management, Exhibitor's Exhibit Space location on the Show floor may be reassigned by Management in its sole subjective discretion. Any applicable refunds will be processed within 90 days after the close of the Show, and no interest will be paid on any amounts received by Management. Exhibitor agrees to pay interest at a rate of 10% per annum, on all past due balances due to Management.

11. **Scheduling or Location Changes:** Exhibitor acknowledges and agrees that Management reserves the right to change, increase or decrease Show hours, number of days, Show dates, Show location or Show name. Notwithstanding anything to the contrary in this Agreement, Exhibitor acknowledges and agrees that if Management elects to re-name, change, increase or decrease Show hours, days, Show dates or Show location, Exhibitor shall not be entitled to and expressly disclaims any right or claim to the return of any portion of any Exhibition Space Fees or deposits paid or payable by Exhibitor to Management. Additionally, if Management re-locates the Show to a different city than originally scheduled over dates which are not more than 60 days earlier or 60 days later than the original Show dates, no refund will be due to Exhibitor, but Management shall assign to Exhibitor, in lieu of the original Exhibit Space, such other Exhibit Space as Management deems appropriate and Exhibitor agrees to use such space under the terms of this Agreement. However, if Management elects to terminate the Show other than for a reason previously described in this Section, Management shall refund to Exhibitor the Exhibit Space fees previously paid, in full satisfaction of all liabilities and obligations of Management to Exhibitor and Exhibitor waives all claims it might have against Management for damages or expenses and discharges all claims against Management in exchange for such refund.

12. **Condition of Exhibition Facilities:** Management makes no representations or warranties, express or implied, to Exhibitor regarding the condition of the Exhibition Facilities or the utilities provided by the Exhibition Facilities, or the success of

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LAZR TRADESHOW

2016 MARCH | OCTOBER LOS ANGELES

Exhibitor's efforts for which the exhibit space will be used or to the number of Show attendees or the demographic nature of such attendees.

13. Breach: If Exhibitor fails to make any payments on time as stated or breaches or defaults in any of its obligations under this Agreement, Exhibitor shall be deemed in material breach of this Agreement. Except as set forth in Section 10, in the event of breach by Exhibitor, Management will have the right to immediately terminate this Agreement, retain Exhibitor's Exhibit Space Payment and all other monies paid to Management prior to the breach, and withhold from Exhibitor possession and occupancy of the Exhibit Space or direct Exhibitor to vacate the Exhibition Facilities. Exhibitor (i) waives its rights to receive any early payment discounts, and (ii) will pay Management the full Exhibit Space Fee set forth on the front of this Agreement. Management's rights under this Section are non-exclusive remedies and Management expressly reserves any and all of its rights and remedies under applicable law. Additionally, Management shall have the right, but not the obligation, to license the subject Exhibit Space to another party prior to the Show without any refund, rebate or allowance whatsoever to Exhibitor and without in any way releasing Exhibitor from any liability hereunder. Management is expressly authorized (but has no obligation) to occupy or dispose of any Exhibit Space vacated or made available by reason of any action taken under this Section in such manner as it may deem best, and without releasing Exhibitor from any liability. Exhibitor's right to obtain and use complimentary exhibitor personnel badges shall immediately be revoked if Exhibitor breaches.

14. Right to Off-set: Exhibitor expressly acknowledges that Management reserves the right to apply any Exhibit Space Fee amounts paid (i) to remedy any breach by Exhibitor under this Agreement; (ii) to remedy any breach of Exhibitor or its affiliates under any other agreement(s) between Exhibitors or its affiliates and Management or its affiliates; (iii) for payment of any checks returned for NSF (including any bank fees related to the NSF check); and (iv) to pay any onsite violations fees Exhibitor incurs. Exhibitor agrees to pay to Management the amount offset against a past due amount within 10 days of the date of Management's notice or, if the deadline for the applicable payment is more than 10 days from the date of the notice, by the applicable deadline. If Exhibitor fails to pay the offset amount within the required period, Exhibitor shall be considered to be in default of its payment obligations under this Agreement and Management shall have the right to terminate or change Exhibitor's Exhibit Space and exercise its other rights under this Agreement.

Please Initial Here to Confirm You Have Read the Terms and Conditions Above _____

15. Force Majeure: If the Show is terminated for any reason beyond the reasonable control of Management, including without limitation acts of God, war, mob, riot or civil commotion, strikes, labor disputes, accidents, governmental laws, ordinances, regulations, requisitions or restrictions, unavailability of facilities, lack of utilities, commodities or supplies, inability to secure sufficient labor, civil disturbance, terrorism or threats of terrorism, disruption to transportation, disaster, fire, earthquakes, severe weather, epidemic or pandemic, or any other comparable calamity or casualty, Management may terminate this Agreement without liability, and Management may retain the earned portion of the Exhibit Space Fee required to recompense it for expenses and commitments incurred up to the time of terminating the Show. Any remaining unearned Exhibit Space Fee will be refunded to Exhibitor. If any part of an Exhibition Facility is damaged or if circumstances beyond Management's reasonable control make it impossible, impractical or inadvisable for Management to permit Exhibitor to occupy or continue to occupy its assigned Exhibit Space location during any part of or the entire Show, Management will retain the right to relocate Exhibitor. If, Management, in its sole discretion, determines that relocation is not feasible, Exhibitor will be charged a pro rata Exhibit Space Fee for the period that the Exhibit Space was or could have been occupied by Exhibitor, and Management will refund the remaining portion of the Exhibit Space Fee paid, minus a share of costs, expenses and commitments required to recompense Management up to the time of termination, in full satisfaction of all liabilities to Exhibitor, and Exhibitor agrees to waive all claims it might have against Management for damages or expenses discharge of all claims against Management in exchange for such refund.

16. Indemnification: Exhibitor agrees to protect, indemnify, defend (with legal counsel satisfactory to Management), and hold harmless, Management, the Exhibition Facilities, and City where the Show is held and their respective owners, directors, officers, members, employees, affiliates, service contractors, agents and representatives, from all claims, actions, demands, damages, liability, or expenses, attorneys' fees and all other costs connection with or arising out of: (a) use of any of the Exhibition Facilities or Show services; (b) breach; (c) failure to obtain licenses or consents; (d) infringement of copyright, patent, trademark, the rights of privacy or publicity of any third party; or (e) property damage or personal injury, caused by or attributed in part or in whole to any action or failure to act whether by negligence or otherwise on the part of Exhibitor or any of its directors, officers, employees, agents, representatives, guests or invitees, regardless of whether the alleged negligence of Exhibitor is characterized as "passive" or "active" or "gross." This indemnity applies: unless and until it is ruled that the loss was the result of the sole negligence or willful misconduct of Management; to any acts or omissions, willful misconduct or negligent conduct (whether active or passive) of Management; and whether the claims against Exhibitor result from Management's negligence or any other cause, except the sole negligence or willful misconduct of Management. Management may defend itself with counsel of its choice, which will be paid for by Exhibitor upon presentation of legal bills or requests for retainer. Attorneys' fees incurred in enforcing this paragraph will be awarded to the prevailing party.

17. Insurance: Exhibitor has full responsibility for its product, equipment, displays

and Exhibit Space personnel. Exhibitor will maintain adequate insurance to fully protect and indemnify Show Management and its affiliates, co-sponsors, service contractors and the Exhibition Facilities from any and all claims, arising from Exhibitor's presence or activities at the Show. The following insurance coverage is required: (i) Worker's Compensation Insurance to the statutory limits; (ii) Employer's Liability Insurance with limits not less than \$1,000,000 each accident; (iii) Comprehensive General Liability Insurance with limits not less than \$1,000,000 each occurrence combined Single Limit for bodily injury to any one person in any one occurrence, \$2,000,000 with respect to injuries to more than one person in any one occurrence, and \$1,000,000 with respect to damage of property and coverage for contractual, copyright infringement, operation of mobile equipment, products and host liquor liability; (iv) Automobile Liability Insurance coverage for owned, non-owned and hired vehicles, including loading and unloading operations with minimum limits of \$1,000,000 per occurrence for \$1,000,000 combined single limit and (v) coverage in an amount sufficient to protect Exhibitor and Exhibitor's property, goods, wares, merchandise, chattels and any other property (i.e., transit from factory or warehouse to the Exhibition Facilities while stored or exhibited, and returned to Exhibitor's premises) against loss, damage, theft or injury of any nature, and any claims arising from any activities conducted through the duration of the Show, including move-in, Show days and move-out days. The above required policies must name as "Additional Insured" by endorsement: Management (ZOOMN, INC) the Exhibition Facilities and the City where the Exhibition is held and their respective members, officers, directors, agents, representatives and employees (the "Insured Entities"). Management will receive at least 30 days written notice prior to cancellation. The policy will include broad form blanket contractual liability, advertising injury, product and completed operations liability and cross-liability. The coverage will be primary as to Management and the Exhibition Facilities.

18. Limitation Of Liability: EXHIBITOR EXPRESSLY ASSUMES ALL RESPONSIBILITY, LIABILITY AND RISK ASSOCIATED WITH, RESULTING FROM OR ARISING IN CONNECTION WITH EXHIBITOR'S PARTICIPATION OR PRESENCE AT THE SHOW, INCLUDING WITHOUT LIMITATION, ALL RISKS OF THEFT, HARM, LOSS, DAMAGE OR INJURY TO OR OF ANY PERSON (INCLUDING DEATH), ITS OWN PROPERTY OR THE PROPERTY OF OTHERS, BUSINESS OR PROFITS OF EXHIBITOR, TORTIOUS ACTIVITY OF ANY KIND (INCLUDING LIBEL, SLANDER OR INJURIES CAUSED BY SOUND LEVELS IN OR AROUND EXHIBITOR'S EXHIBIT) WHETHER CAUSED BY NEGLIGENCE, INTENTIONAL ACT, ACCIDENT, ACTS OF GOD OR OTHERWISE PRIOR TO, DURING OR SUBSEQUENT TO THE PERIOD COVERED BY THIS AGREEMENT. IN NO EVENT WILL SHOW MANAGEMENT, SHOW MANAGEMENT'S SERVICE CONTRACTORS, THE EXHIBITION FACILITIES OR THE CITY WHERE THE EXHIBITION FACILITIES ARE LOCATED OR THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OF ANY NATURE OR FOR ANY REASON WHATSOEVER WHETHER OR NOT APPRISED OF THE

POSSIBILITY OF ANY SUCH LOST PROFITS OR DAMAGES. MANAGEMENT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE NUMBER OF PERSONS WHO WILL ATTEND THE SHOW OR REGARDING ANY OTHER MATTERS.

19. Americans with Disabilities Act: Exhibitor shall have the sole responsibility for ensuring that its Exhibit Space is in full compliance with the Americans with Disabilities Act (ADA) and any regulations under that Act. Exhibitor acknowledges and agrees that, in connection with the Show, it will be a public accommodation as defined under Title III of the Americans with Disabilities Act ("ADA").

20. Intellectual Property, Music Licensing and Use of Copyrighted Works: Exhibitor represents and warrants to Management that Exhibitor owns or validly possesses the right to make, use, perform, sell and display any patented products, copyrighted works, trademarks, service marks and trade names (collectively, "Intellectual Property"), as the case may be, used by Exhibitor at or to promote its activities at the Show and all affiliated events. To the extent necessary to fulfill Show Management's express

obligations hereunder, Exhibitor grants Show Management a non-exclusive, royalty-free, revocable, nontransferable worldwide license (without the right to sublicense) to use Exhibitor's trademarks, service marks, logos, trade names, copyrighted content, hypertext links, domain names, icons, buttons, banners, graphic files and images. Exhibitor will be responsible for securing any and all necessary licenses or consents for (a) any performances, displays or other uses of copyrighted works, trademarks or patented inventions or designs and (b) any use of any name, likeness, signature, voice or other impression, or other intellectual property owned by others at the Show.

21. Photographs and Recording: From time to time, photographs, motion pictures and/or video recordings (collectively the "Recordings") may be made in the Exhibition Facilities, which Recordings may include images of Exhibitor, its employees, agents, representatives, spokespeople and related merchandise and displays. Exhibitors may not hinder, obstruct or interfere in any way with such Recordings whether by Management, its agents, attendees or other exhibitors. Exhibitor, on its own behalf and on behalf of its principals, employees, officers, directors, agents, representatives, and spokespeople, licenses and authorizes Show Management to use the names trademarks, trade names and logos and likenesses of

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Exhibitor and of any of Exhibitor's principals, employees, officers, directors, agents, representatives, and spokespeople participating in the Show or any associated events and depicted in any of the Recordings for commercial purposes, including, without limitation, to advertise, promote and market the Show.

22. Disputes: 2If there is a dispute between the parties, they will first try to resolve it by a face to face meeting of executives in Redondo Beach, CA. If the dispute is not resolved by meeting, it will be submitted to judicial reference in Los Angeles County Superior Court under Code of Civil Procedure §§638, 640 and California Rules of Court, Rule 3.900 et.seq. There will be only one referee. The referee must have substantial experience with trade shows. The hearing must be transcribed by court reporter and a statement of decision (Code of Civil Procedure § 632) must be written by the referee. Damages against Management are limited to the amount of fees it received. The referee is bound by this Agreement and will have no power, in rendering the award, to alter or depart from any express provision of this Agreement. The parties consent to personal jurisdiction in Los Angeles County.

23. Miscellaneous: 3This Agreement is the entire agreement and supersedes all prior negotiations and agreements. These terms are intended as the final, complete and exclusive statement of the terms and cannot be changed, waived or terminated orally or in writing, unless signed by both parties. There are no express or implied representations, warranties or inducements, except as set forth. Any uncertainty will not be interpreted based on attribution of drafting. This Agreement may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. All terms will be binding upon successors and assignees. This Agreement will be interpreted to give the Exhibitor maximum control of Trade Show. Section headings are for reference only and do not control the meaning. If any provision is held invalid, all other provisions remain. Performance on time is extremely important. The failure of a party to insist upon strict adherence to any provision will not be a waiver of that term and will not prevent that party from enforcing that term. A party will not be prevented from enforcing a term by delay in seeking to enforce it, or on the basis that its conduct was inconsistent with that term. The receipt of any benefit will not prevent a party from enforcing any provision.

Please Initial Here to Confirm You Have Read the Terms and Conditions Above _____

Date _____

LAZR TRADESHOW

SHOW DATES FOR 2016
MARCH MARKET WEEK LOS ANGELES
OCTOBER MARKET WEEK LOS ANGELES