

GENERAL VENDOR TERMS AND CONDITIONS

1. Defined Terms

The term "Event" means Bricks LA, currently scheduled to be held on January 4th-6th, 2019 ("Event Dates") at the Pasadena Convention Center ("Exhibit Facility"). The Event is owned, produced and managed by Bricks LA. As used hereinafter, the term "Organizer" means, collectively, Bricks LA, and each of its/their respective officers, directors, agents, affiliates, representatives, employees and assigns, unless the context requires otherwise. The term "Vendor" means, collectively (I) the company, any other business entity, or person that applied for exhibit space rental and agreed to enter into this contract upon acceptance by Bricks LA in the manner stated below and (ii) each of its officers, directors, shareholders, employees, contractors, agents, representatives, and/or invitees, as applicable.

2. Assumption of Risks; Releases

Vendor expressly assumes all risks associated with, resulting from or arising in connection with Vendor's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to the person (including death), property, business or profits of Vendor, whether caused by negligence, intentional act, accident, act of God or otherwise. Vendor has sole responsibility for its property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage area, including without limitation any subrogation claims by its insurer). Neither Organizer nor the Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to Vendor. Neither Organizer nor the Exhibit Facility shall be liable for, and Vendor hereby fully and forever release and discharge the Organizer and the Exhibit Facility, individually and collectively, and their present and former officers, directors, shareholders, partners, affiliates, employees, agents, representatives and attorneys, and predecessors, assignees and successors of each of them, from all claims, actions, causes of action, demands, cross claims, counter-claims, obligations, contracts, indemnities, contributions, suits, debts, sums, accounts, controversies, rights, damages, costs, attorneys' fees, losses, expenses and liabilities whatsoever, in law, equity or otherwise (collectively "Claims") which either may now have or have had or which may hereafter accrue, individually, collectively or otherwise in connection with, relating to or arising out of Vendor's participation and/or presence in the Event. Vendor acknowledges that there is a possibility that subsequent to the execution of this contract, it will discover facts or incur or suffer claims that were unknown or unsuspected at the time this contract was executed, and which if known by it at that time may have materially affected its decision to execute this contract. Vendor acknowledges and agrees that by reason of this contract, and the releases contained in this Section 3, it is assuming any risk of such unknown facts and such unknown and unsuspected claims. Vendor has been advised of the existence of Section 1542 of the California Civil Code ("Section 1542"), which provides: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR. Notwithstanding such provisions, this release shall constitute a full release in accordance with its terms. Vendor knowingly and voluntarily waives the provision of Section 1542, as well as any other statute, law or rule of similar effect.

3. Indemnification

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

4. Limitation of Liability

Under no circumstances shall Organizer or the Exhibit Facility be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of the acts or omissions whether or not apprised of the possibility of any such lost profits or damages. In no event shall Organizers maximum liability under any circumstance exceed the amount actually paid to Bricks LA by Vendor for exhibit space rental pursuant to this contract. Organizer makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or regarding any other matters.

5. Qualifications of Vendor

Bricks LA, in its sole discretion, shall have the right to determine whether a prospective Vendor is eligible to participate in the Event. Applicants who have not previously exhibited at a prior event held by Organizer similar to that of the Event may be required to submit a description of the nature of their business and the items intended to be exhibited. Bricks LA reserves the right to restrict or remove any exhibit which Bricks LA, in its sole discretion, believes is objectionable or inappropriate. Only Vendors with products and/or services relating to building and construction bricks, toys, or other related popular culture items are eligible to exhibit. No adult materials (as defined pursuant to Pasadena's municipal code) may be displayed or sold without prior written permission of Bricks LA.

6. Assignment of Space

Exhibit space shall be assigned by Bricks LA in its sole discretion for the Event and for the Event Dates only. Any such assignment does not imply that similar space will be assigned for future events held by Organizer. Bricks LA reserves the right to change the floor plan or to move a Vendor to another table location prior to or during the Event if Bricks LA in its sole discretion determines that to do so is in the best interest of the Event.

7. Cancellation by Vendor

Vendors may cancel their table space(s) and receive a full refund of exhibit space rental payment previously paid up to 45 days prior to the Event. Refunds cannot be guaranteed for cancellations made within 45 days prior to the Event and will be given at the sole discretion of Bricks LA.

8. Cancellation by Bricks LA

If Vendor fails to make a payment required by this contract in a timely manner, Bricks LA may terminate this contract immediately (and Vendor's participation in the Event) without further notice and without obligation to refund monies previously paid. Bricks LA reserves the right at its discretion to refuse Vendor permission to move in and set up an exhibit if Vendor is in arrears of any payment due to Bricks LA. Bricks LA is expressly authorized (but has no obligation, expressed or implied) to occupy or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best, and without releasing Vendor from any liability hereunder. Bricks LA may also terminate this contract effective upon written notice of termination if Vendor breaches any of its obligations under the contract without any obligations, expressed or implied, on Bricks LA's part to refund any payments previously made and without releasing Vendor from any liability arising as a result of or in connection with such breach. If Bricks LA removes or restricts an exhibit which Bricks LA considers to be objectionable or inappropriate, no refund will be due Vendor.

9. Cancellation of the Event

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

10. Exhibit Space Occupancy

Hours and dates for installing, occupying and dismantling exhibits shall be those expressly specified by Bricks LA. If Vendor fails to display in its assigned space during the Exhibit hours, Bricks LA shall have the right to take possession of the space and no refund will be due to Vendor. All exhibits must be open for business during the Event hours. Vendor may not dismantle the display until the Event is officially closed by Bricks LA.

11. Listings and Promotional Materials

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

12. Care of Exhibit Facility

Vendor shall promptly pay for any and all damages to the Exhibit Facility or associated facilities, table equipment or the property of others caused by Vendor.

13. Taxes and Licenses

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

14. Copyrighted Materials

Vendors shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Event unless it has obtained all necessary rights and paid all required royalties, fees or other payments.

15. Observance of Laws

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

16. Additional Terms and Conditions

Bricks LA has sole control over attendance policies. Except as provided to the contrary in this contract, all monies paid by Vendor shall be deemed fully earned and non-refundable at the time of payment. Vendor shall conduct itself at all times in accordance with normal standards of decorum and good taste. In addition to its right to close an exhibit and withdraw acceptance of the contract, Bricks LA in its sole judgment may refuse to consider for participation in future events held by Organizer an Vendor who violates or fails to abide by the contract and any of the accompanying rules and regulations. Any amendment or modification to this contract must be in writing and signed by an authorized representative of Bricks LA. Vendor may not assign this contract or any right hereunder nor may Vendor sublet or license all or any portion of its exhibit space without the prior written consent of Bricks LA, which consent shall be in Bricks LA's sole discretion.

17. Incorporation of Rules and Regulations

Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this contract shall be subject to determination by Bricks LA in its sole discretion. Bricks LA may adopt rules or regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to Vendor. Any such rules and regulations (whether or not included in an Vendor Notice or similar document) are an integral part of this contract and are incorporated herein by reference and shall have the full force and effect as if such rules and regulations are fully set forth herein. Vendor shall observe and abide by

additional regulations made by Bricks LA as soon as these additional rules or regulations are communicated to Vendor. This contract (and any additional rules or regulations adopted by Bricks LA from time to time) states the entire agreement of the parties with respect to the subject matter hereof.

18. Governing Law

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

19. Character of Displays: Use of Aisles and Common Areas

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

20. Sound Advertisements

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

21. Fire and Safety Laws

Federal, state and city Laws must be strictly observed. If you have any questions regarding these regulations, please contact a representative of Bricks LA.

22. Rights of Offset; Enforcement

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