

November 19 – 21, 2021

Lift&Co. Expo

Toronto 2021

Metro Toronto Convention Centre



## LIFT & CO. EXPO TORONTO 2021

### TERMS AND CONDITIONS

LIFT & CO. Expo Toronto. (referred to herein AS “EVENT”) reserves the absolute discretion to grant or refuse any request from individuals or companies wishing to exhibit AT the show OR PARTNER THE SHOW.

The undersigned, (hereinafter called the “Exhibitor”), hereby applies for space at the Lift & Co. Expo (Toronto), currently scheduled to take place on November 19-21, 2021 (the “Event” or the “Expo”). Exhibitor agrees to abide by the Terms and Conditions as stated in this Exhibit (hereinafter at times called “Booth”) Space Application Contract. MVP Education LLC (hereinafter called “Event Management”) reserves the right to assign space to benefit the overall Event.

The Exhibitor acknowledges that this Exhibit Space Application Contract including the Terms and Conditions (the “Exhibitor Application”) will become a binding contract upon acceptance by Event Management. Contract acceptance is evidenced by official show confirmation remitted via email to the Exhibitor. The Exhibitor acknowledges that Event Management reserves the right, in its absolute discretion, to accept or reject the Exhibitor Application.

#### DEFINITIONS

“**Applicable Law**” means any domestic or foreign statute, law (including common law), ordinance, rule, regulation, restriction, by-law (zoning or otherwise), order or any consent, exemption, approval or license of any governmental authority, the bureaucratic policies enforced by Health Canada, or any treaty in each instance that applies in whole or in part to the transactions contemplated in this Contract including, without limitation, the *Cannabis Act* (S.C. 2018, c. 16), as the same may be amended, modified or replaced from time to time.

“**Contract**” shall mean this Contract, together with all amendments, additions, supplements or modifications thereto agreed upon by the Exhibitor and Event Management from time to time.

“**Effective Date**” shall mean the date this Contract is accepted by Event Management. Contract acceptance is evidenced by official show confirmation remitted via email to the Exhibitor.

“**Event**” or “Expo” shall mean Lift & Co. Expo – Toronto 2021;

“**Event Dates**” shall mean November 19-21, 2021, or such other date as determined by Event Management in accordance with this Contract.

“**Event Facility**” shall mean Metro Toronto Convention Centre in Toronto, Ontario, or such other event facility as determined by Event Management in accordance with this Contract.

“**Exhibitor Logos**” means all logos provided by the Exhibitor to Event Management for use in any promotional materials associated with the Expo;

“**Exhibitor Trademarks**” means those trademarks owned by or exclusively licensed to Exhibitor whether registered or unregistered, logos, slogans and designs;

“**Force Majeure**” where a Party’s total or partial performance of this Contract is delayed or rendered impossible by virtue of any reason whatsoever beyond its reasonable control (including, without limitation, war, invasion, act of a foreign enemy, hostilities, strikes, lockouts, fire, flood, epidemic, earthquake, pandemic, explosion, decision of any court or other judicial body of competent jurisdiction, unavailability of materials, transportation, power or other commodity, acts of God, acts of governments or other prevailing authorities, or defaults of third parties);

“**Event Management Trademarks**” means those trademarks owned by or exclusively licensed to Event Management whether registered or unregistered, logos, slogans and designs;

“**Parties**” shall mean Event Management and the Exhibitor collectively, and “**Party**” means any one of them, as applicable.

#### 1. TERM

This Contract shall be in effect from the Effective Date, and unless terminated earlier in accordance with the provisions of this Contract, continue in full force and effect until November 21, 2021.

#### 2. BOOTH RENTAL PAYMENT

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For questions, please contact Exposition Management at +1 (972) 349-5992

November 19 – 21, 2021

**Lift&Co. Expo**

**Toronto 2021**

**Metro Toronto Convention Centre**



The Exhibitor hereby agrees that the Exhibitor fees shall be the fee as outlined under the applicable "Regular Rate" on the online Contract, plus applicable taxes (the "Fee").

All exhibit and partnership fees are listed and payable in CAD.

Booth assignment is contingent upon receipt of required payment. An Exhibitor that cancels, downsizes, fails to make required payment, or fails to exhibit at the Event, is still entirely liable for all outstanding balances of contracted Booth space, including Partnerships, Advertising and upcharges, and will not be allowed to exhibit at future Events until the outstanding balances are paid in full. Event Management or any agent of Event Management reserves the right to cancel space and to sell the space to another Exhibitor without any rebate or allowances to the former Exhibitor.

If Contracting for Booth space, Partnership, and/or Advertising before August 2, 2021, a 50% deposit is due with Contract signature. The remaining balance is due by August 3, 2021. If Contracting for Booth space, Partnership, and/or Advertising after August 2, 2021, 100% of payment is due upon application. Booth Space assignment is contingent upon receipt of payment in full. An Exhibitor that cancels, downsizes, fails to make the required payment, or fails to exhibit at the Event, is still 100% liable for all outstanding balances of contracted Booth space, including Partnerships /Advertisements and upcharges, and will not be allowed to exhibit at future Events until the outstanding balances are paid in full. Exposition Management reserves the right to cancel Booth space, Partnership and/or Advertising and to sell to another Exhibitor without any rebate or allowances to the former Exhibitor. Contracts with deposits received after initial assignment of space will be assigned on a first-come, first-served basis. MVP Education reserves the right to change the floor plan or the location of an Exhibitor's booth if MVP Education, in its sole discretion, determines that to do so is in the best interest of the Event.

When Exhibitor uses credit card as payment for amounts due, Exhibitor authorizes MVP Education to charge the credit card in accordance with the Contract terms.

All amounts owed by the Exhibitor under this Agreement that are not paid when due will bear a compound interest of one and a half (1.5%) percent per month from the due date until the date on which Event Management receives payment in full (an effective rate of 19.56% per annum).

### **3. DISCLOSURE OF PERSONAL INFORMATION**

The Exhibitor agrees that Event Management may disclose the Exhibitor's name, address and contact information to Event Management & Co. Expo service providers, if any, to allow such service providers to contact the Exhibitor regarding or to carry out the services to be provided by the service providers prior to, during and following the Expo show.

### **4. TERMINATION**

Event Management may terminate this Contract by written notice to the Exhibitor if (a) the Exhibitor materially breaches any term, provision or representation of this Contract (b) the Exhibitor becomes bankrupt or insolvent (as such terms are defined in the *Bankruptcy and Insolvency Act* (Canada)) (c) the other party's performance is delayed by a Force Majeure for more than eighteen (18) months, (d) the Exhibitor engages in conduct which reflects, in the view of Event Management, acting unreasonably, unfavorably upon the goodwill, reputation or image of Event Management & Co. Expo and (e) fails to rectify such conduct in a manner acceptable to Event Management, acting reasonably, within ten (10) days of receiving written notice requesting rectification.

### **5. ACCEPTABILITY OF EXHIBITS**

All exhibits shall be operated in a way that will not detract from other exhibits or from the show. Event Management has the complete discretion to determine the acceptability of persons, things, conduct, and/or printed matters and reserves the right to require the immediate withdrawal of any exhibit or person which is believed to be injurious to the purpose of the show. In the event of such restriction or eviction, Event Management is not liable for any refund of exhibit fees, or any other exhibit-related expense.

### **6. CANCELLATION AND RESCHEDULING**

**All Fees are non-refundable, including funds applied from previous Lift Events.**

Event Management reserves the right to, from time to time, make modifications to the Event Facility, the Event Dates, the timing, format, and scope of which (if any) have yet to be determined.

The Exhibitor acknowledges and agrees that Event Management has the right, in its sole and unfettered discretion to: (i) determine the eligibility of the Exhibitor for the Expo, (ii) determine the acceptability of persons, things, conduct, and/or printed matters; (iii) reject or prohibit the Exhibitor which Event Management considers objectionable, inappropriate, disruptive or offensive to Event Management, other exhibitors, sponsors or Expo attendees; and (iv) change or modify the layout of the Expo's facilities, the date, timing and scope.

### **7. FORCE MAJEURE**

Other than the Exhibitor's obligation to pay the Fee, if a Party is unable to perform an obligation due to an event of Force Majeure, such Party shall not be liable to the other Party for such failure during such event of Force Majeure or such other period of delay as may be directly attributable to the event of Force Majeure, and such non-performance will not constitute a breach of this Agreement.

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November 19 – 21, 2021

**Lift&Co. Expo**

**Toronto 2021**

**Metro Toronto Convention Centre**



In such event, the affected Party shall be excused and relieved from performing such obligations throughout such period and the permitted time for satisfying such requirement shall be extended by a reasonably appropriate term beyond the conclusion of such period.

In order to invoke Force Majeure, a Party shall deliver to the other Party written notice of the effect of the Force Majeure and reasonably full particulars of the cause thereof. The Party invoking Force Majeure shall give written notice of the termination of the event of Force Majeure within thirty (30) Business Days following such termination.

Nothing in this section shall relieve the Exhibitor of its liability in connection with any amounts that were due and owing before or accrued during the occurrence of the Force Majeure. Notwithstanding any other provision of this Agreement, an event of Force Majeure which occurs after the beginning of the payment period shall not serve to extend the duration of the payment period.

## **8. CANNABIS PRODUCTS**

Subject to applicable laws, no cannabis may be displayed, sold, distributed, or consumed on the show site and all applicable guidelines and policies imposed or required by the Expo venue shall be complied with. Event Management reserves the right in its sole discretion to remove any Exhibitor failing to comply with these provisions without notice or warning.

## **9. VAPOUR PRODUCTS**

All Exhibitors promoting vapour products shall be provided a booth space located in a separate designated area specifically for only those promoting vapour products (the "Vape Showcase").

Exhibitors shall not have any music in the Vape Showcase or at their individual exhibits within the Vape Showcase at any time, in compliance with the *Smoke-Free Ontario Act, 2017*.

Exhibitors displaying vapour products shall not use or turn on any vapour product or allow any third-party including attendees to use or turn on any vapour product inside the Expo premises at any time.

The Exhibitor acknowledges that in accordance with the *Smoke-Free Ontario Act, 2017*, promoting, selling, displaying or turning on vapour products (including accessories) in any manner, including signage, on the main show floor at the Expo is **STRICTLY PROHIBITED**.

## **10. FOOD, BEVERAGE & ALCOHOL**

The sale, sampling or providing of food and beverages is not permitted at the Expo, unless expressly permitted by Event Management in writing. No Alcohol may be displayed, sampled, sold, provided, or consumed under any circumstances during the Expo.

## **11. BOOTH SPACE**

Carpet, furnishings, décor, etc. are the sole responsibility of the Exhibitor. Exhibitors will be responsible for the set-up of their own exhibit. The Exhibitor agrees to confine its activities to the booth space assigned by Event Management.

## **12. SUBLETTING**

Subletting space is prohibited. The Exhibitor shall not assign, sublet, or apportion the whole or any part of the space allocated by Event Management to the Exhibitor.

## **13. ASSIGNMENT OF BOOTH SPACE**

Booth space will be allocated by Event Management upon receiving full payment from the Exhibitor. Event reserves the right to relocate booths which may be affected by a change in the floor plan, or in the interests of optimum traffic control and exhibit exposure. Event Management will not be held liable if competitive exhibitors are adjacent to or opposite each other, but, if possible, efforts will be made to allocate space on a basis fair to all exhibitors.

Exposition Management reserves the right to change the floor plan, aisle traffic patterns and flows, entrances and exits or to move an Exhibitor to another booth location prior to, or during the Event, if Exposition Management, in its sole discretion, determines that to do so is in the best interest of the Event or as mandates by Fire Marshall, facility, local, regional and federal governments.

## **14. SET-UP**

All exhibitors must be set-up within the time schedule, which will be provided in writing by Event Management and included in the Exhibitor Service Kit. No major changes to displays are permitted during public show hours. Event Management shall have the right to open any booth where an Exhibitor is absent during show hours. Event Management will not be responsible to an Exhibitor for any loss or damage caused as a result of the booth being opened and unattended during show hours.

## **15. ARRANGEMENT OF EXHIBITS**

Displays must not protrude beyond the measured booth dimensions or obstruct a clear view of the neighboring booths and may not be taller than 8 ft. in height except in specified areas. Exhibitors may extend the height of their Exhibits to up to 12' in height if (1) graphic/signs are limited to company name/logo (2) exhibit is a professionally constructed display and does not prevent a safety hazard (3) all sides of the additional height are finished and the back side does not include any company name/product (or anything that would interfere with a neighboring exhibit) (4) no product is displayed above 9' (5) detailed photos and/or plans are submitted to show management (for their review and approval) upon the signing of this Contract. The Exhibitor may not attach displays to walls,

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November 19 – 21, 2021

# Lift&Co. Expo

## Toronto 2021

Metro Toronto Convention Centre



structural supports, or flooring in the exhibit building by nails, screws, bolts, or permanent cement, nor may it suspend anything from the ceiling or rafters. No Exhibitor shall permit the exposure of any unfinished surface to neighboring booths. If the Exhibitor fails to correct the unfinished part, Event Management will have the right to finish such outside partitions. The cost of such repairs shall be paid by the Exhibitor to Event Management upon demand being made. Event Management reserves the right to restrict the use of glaring or irregular lighting effects.

### 16. DISMANTLING AND REMOVAL

No Exhibitor shall dismantle or remove any part of its display before the time scheduled by Event Management and the **EXHIBITOR WILL BE CHARGED A FEE OF ONE THOUSAND DOLLARS (\$1,000 CAD) FOR ANY EARLY REMOVAL OR DISMANTLING OF ITS DISPLAY.** Any material remaining after the cut off time may be removed by Event Management at the Exhibitor's expense.

### 17. CHARACTER AND CONDUCT

All displays and promotional literature must be in good taste and the product or service must be presented in a professional manner. Raffles and giveaways may be conducted but only with the prior written approval of Event Management and subject to the restrictions contained herein. If in the opinion of Event Management an Exhibitor or its servant or agents conduct themselves in an objectionable manner, Event Management reserves the right to expel them from the show. In such circumstances, Event Management will not be liable for any damage or loss to the Exhibitor or the person expelled, nor will there be any refund of exhibitor fees.

### 18. NOISE AND MACHINERY

Event Management shall have the right to stop the display, demonstration of or the running of an engine or machine which by causing vibration, noise, smoke, smell or any of them is considered to be a nuisance. The Exhibitor shall at the request of Event Management stop the use of loud-speakers, microphones, amplifiers, musical instruments, gramophones, radios, film equipment or any of them. The Exhibitor shall not have on its stand or exhibit or display at the show any goods of an explosive, inflammable, obscene or noxious nature. Event Management reserves the right to refuse or terminate the exhibit or sale of any article which they may in their discretion deem unsuitable or objectionable or deceptive to purchasers.

### 19. CARE

The exhibit must be attended during all show hours by at least one representative of the Exhibitor. It is the Exhibitor's responsibility to keep its area clean and orderly throughout the show and to ensure it is ready for opening at the time the show opens each day.

### 20. GENERAL SHOW AREA

All lobbies, corridors, aisles, restrooms, food and beverage concessions, and special assembly rooms will be considered as general show areas to be used for the movement and flow of the public and/or for their entertainment and convenience. No Exhibitor will be permitted to use these areas for the display or distribution of products, services, or their attendant literature.

### 21. ADVERTISING

Subject to the terms and conditions of this Contract, Event Management grants the Exhibitor a personal, non-exclusive, royalty-free, limited license to publish, display or otherwise use the Event Management & Co. Expo Trademarks solely to promote only its participation at the show and any such promotion must be in accordance with Applicable Law. Prior to publishing, displaying or otherwise using the Lift & Co. Expo Trademarks, at Event Management's request, the Exhibitor shall, at its own expense, provide Event Management for its approval a copy of any publication, display or use (including any promotion, advertisement, product packaging, display, press release, or announcement) that the Exhibitor proposes to publish, display or otherwise use in connection with the license granted hereunder. The Exhibitor acknowledges that damages are not a sufficient remedy and consents to a court injunction to prevent any unauthorized use of any trademarks or trade names in use by or the property of Event. The Exhibitor grants Event Management a personal, non-exclusive, royalty-free, limited license to publish, display or otherwise use the Exhibitor Trademark for the purposes of promoting Lift & Co. Expo during the Term, provided that any such use shall be in accordance with any branding guidelines provided by an Exhibitor to Event Management from time to time (or otherwise agreed to in writing by the Exhibitor).

### 22. DRAWS, PROMOTIONAL GIVEAWAYS AND MAILING LISTS

All Exhibitor raffles, draws and promotional giveaways must be done so in compliance with Applicable Laws and applicable guidelines or policies of the Expo venue and approved by Event Management prior to the show, but such approval shall not be construed to mean that Event Management deems the draw or giveaway to be legally compliant. All Exhibitor draws and promotional giveaways must be free and clear of any financial obligation on the part of the winner and must be in compliance with all Applicable Law. The Exhibitor is solely responsible to ensure that its promotional activities are in compliance with all Applicable Law. All contest terms and conditions, and list of prizes available and their value must be clearly posted. Event Management reserves the right to cease any promotional activities that do not meet with the above criteria. Mailing lists compiled by the Exhibitor at the show may not be sold or otherwise distributed and are for the exclusive use of the Exhibitor, unless otherwise consented to by participating individuals.

### 23. CREDENTIALS

Credentials will be issued only to companies named on the Exhibitor's application or such other persons as may be approved by Event Management.

### 24. SECURITY, SAFETY, FIRE AND HEALTH

The Exhibitor will assume all responsibility for compliance with local, city and provincial safety, fire and health ordinances regarding installation and the operation of its exhibit. Exhibitor shall be properly insured for same. Security will be provided by Event Management on a 24-hour basis throughout move-in, show and move-out hours. Except during show hours and where possible, doors will be locked, and guards will be on the premises. Limited access will be provided at other times only to bona fide Exhibitor and their



authorized representatives. Such admittance will be by credentials only. The removal of material from the show floor is prohibited, except where such removal is granted on application in person to Event Management. Security will permit removal only on presentation of a property pass (Security Release Form) issued by Event Management and signed by both the Exhibitor and Event Management. Invoices must be supplied to the purchaser of any merchandise sold. Invoices must be shown to security prior to removal of the merchandise from the premises.

## 25. EVENT MANAGEMENT LIABILITY AND EXHIBITOR'S INSURANCE

Event Management shall not under any circumstances whatsoever be liable or responsible for: (a) any loss, damage, theft or destruction whatsoever or howsoever caused to any goods, equipment or any other property belonging to the Exhibitor or for which the Exhibitor is responsible (b) any damage or injury suffered by the Exhibitor or its servants or agents or by any other person (c) any loss, damage, injury, or cost whatsoever suffered by the Exhibitor by reason of any change in the date, time or place of Exhibitor or the abandonment thereof (d) any difference between estimated and actual number of persons attending the Event or any portion of the Event. The Exhibitor shall be liable for and will indemnify and hold harmless Event Management and its parent, affiliates and related companies and their respective directors, officers, employees and agents; MVP Education, LLC and its parent affiliates, and related companies and their respective directors, officers, employees and agents from any and all liability, causes of action, claims, demands or proceedings whatsoever, whether by common law or statute, arising out of or in any way related to the Exhibitor's participation at the show and/or Exhibitor's products and/or services. Exhibitor warrants it shall have adequate and up to date insurance for a minimum of \$1,000,000.00 General Liability Coverage inclusive of bodily injury and/or property damage for each occurrence. Event Management and the owner of the building and/or land must be named as additional insureds. If Event Management should be prevented from holding the show by any cause beyond its control or if it cannot permit the Exhibitor to occupy its rented space due to circumstances beyond its control including, but not limited to, strike, fire, civil disobedience, inclement weather, lockouts, acts of God, and suppliers, Event Management shall have no further obligation or liability to the Exhibitor. Any contractual agreements made between the Exhibitor and any supplier shall be between those parties and Event Management shall not be a party thereto nor incur any liability on behalf of any one in such contractual arrangements. The Exhibitor shall at its own expense employ the officially appointed contractors as stated in the show brochure for all electrical work. The Exhibitor shall not interfere with any of the services carried out in respect of the show premises.

## 26. PHOTOGRAPHY & FILMING

Professional photographs, audio, and video will be captured during the show. The Exhibitor hereby grants Event Management and its representatives' permission to photograph and/or record them at the show and distribute (both now and in the future) the Exhibitors' image or voice in photographs, videotapes, electronic reproductions, and audiotapes of such events and activities, without any further notice to the Exhibitor.

## 27. CHANGE IN LAW

Event Management and the Exhibitor acknowledge and confirm that the business of the Exhibitor and the topics relating to the Expo are subject to extensive regulation and Applicable Law. The Parties have attempted to structure their relationship pursuant to this Contract in compliance with all Applicable Law. However, if, at any time during the Term, there is any change in any Applicable Law with which the Parties are required to comply, or any change in the application or administration of the Applicable Law whether affecting Event Management or the Exhibitor specifically or affecting all business of a similar nature to those of the Parties, and, as a result of such compliance, one Party is no longer able to comply with one or more provisions of this Contract, including a change in Applicable Law which prevents Event Management from hosting the Expo (each such change, a "**Change of Law**"), the affected Party shall promptly notify in writing the non-affected Party of the Change of Law and any such notice will contain a description of the Change of Law and, the exact obligations under this Contract which the affected Party is delayed or prevented from performing as a result. Upon delivery of this notice, the respective Chief Executive Officers of the Parties, or their designates ("**Designated Representatives**") will meet within three (3) calendar days and, in good faith, use their commercially reasonable efforts to agree on amendments to this Contract necessary and appropriate to take account of the Change of Law, so that this Contract may continue in force (a "**Change of Law Amendment**"). All Change of Law Amendments shall be agreed to by the Designated Representatives of the Parties no later than five (5) calendar days from the Change of Law notice or such later date as the Designated Representatives may mutually agree in writing (the "**Change Period**"). Where a Change of Law Amendment would result in additional costs being incurred disproportionality by one Party, the Parties shall negotiate in good faith to ensure that the contractual arrangements remain beneficial to both Parties. During the Change Period the obligation of the affected Party to perform their affected obligations shall be suspended and the affected Party shall not suffer or incur any liability to the non-affected Party or other person in connection with its delay or non-performance, provided that the affected Party continues to use its good faith, commercially reasonable efforts to minimize the impact of the delay or non-performance of their affected obligations. If the Parties are unable to agree on Change of Law Amendments on or prior to the expiry of the Change Period either Party may terminate this agreement with written notice to the other Party.

## 28. COMPLIANCE WITH LAWS

The Exhibitor must comply with all Applicable Laws and all applicable guidelines and policies imposed by the owner, operators, or managers of the Expo venue or premises.

## 29. GENERAL

All matters and questions not covered by these Terms and Conditions are subject to the decision of Event Management. In addition, Event Management shall have full discretion in the interpretation and enforcement of all terms and conditions contained herein and the authority to make such amendments thereto and such further rules and regulations governing the conduct of the participation in the show as it shall consider necessary for the proper presentation of the show. Exhibitor agrees to abide by all decisions of Event Management and further agrees to cease any activity that Event Management deems to be a violation of the terms and conditions

November 19 – 21, 2021

**Lift&Co. Expo**

**Toronto 2021**

**Metro Toronto Convention Centre**



and to follow the directive of Event Management. This Contract shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any court of competent jurisdiction within the Province of Ontario will be the exclusive jurisdiction and venue for any disputes arising out or relating to this Agreement.

### **30. PAYMENT METHOD**

Payments must be made online via the booth application system via a credit card (Visa, MasterCard or American Express) or payments may be remitted to the following by ACH or Wire Transfer. All payments must be in CAD (Canadian Dollars) Funds.

#### **ACH Or Wire Transfer**

**Account Name:** MCI Group Canada Inc.  
**Beneficiary Address:** 504-1166 Alberni Street, Vancouver, BC V6E 3Z3  
**Bank Name:** HSBC Bank of Canada  
**Bank Address:** 601 West Broadway, Vancouver, BC  
**Bank Institution Number:** 016  
**Bank Transit Number:** 10090  
**CAD Account Number:** 090084233003  
**Swift Code:** HKBCCATT  
**Memo:** LIFT&CO. Expo 2021

All notifications regarding booth space, sponsorships, and exhibit related questions should be sent to:  
Attn: Lift & Co. Expo 2021  
6100 W. Plano Parkway  
Plano, TX 75093  
Email: [diana.cox@mci-group.com](mailto:diana.cox@mci-group.com)

### **31. AUTHORITY TO SIGN**

Exhibitor/Sponsor represents that the individual signing this Agreement on behalf of the Exhibitor/Sponsor has the authority to do so and to so legally bind the Exhibitor/Sponsor. Exhibitor represents that the execution, delivery, and performance of this Agreement by Exhibitors have been fully and validly authorized by all necessary corporate authorities.