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PROCESS Pharmaprocess

Company Name:					
				Contact Title:	
Contact Email:				Contact Phone:	
Mailing Address:					
				Country:	
2 SPACE REQUIREME	ENTS & FEES				
Location Preference:				Size (length x depth)	х
1 2		3		Total Square Feet =	
Competitors to Avoid:				@ \$42.95 Per Square Foot = \$	
				Location Surcharge = \$	
Turne of Leastion (sheek and)				Digital Outreach Fee = \$	75.00†
Type of Location (check one):				Total Space Fee = \$	
		☐ Island = \$1,500.00		Total Deposit Required = \$ (see terms below)	
† Required digital outreach fee of \$75 ensures your company name, mailing address, booth number with				SHOW MGMT. USE ONLY	

link to interactive floor plan, and 50-word standard listing (company description) will appear in the event's online portal and mobile app. To upgrade, please see "Mobile Showroom" in Section 5 below.

### **3 DEPOSIT & TERMS**

The Total Space Fee is calculated on Exhibitor's selections above. The schedule to the right will determine the required deposit amount at time of booking, as well as the payment schedule for the Total Space Fee. All fees are deemed fully earned and nonrefundable when due, unless Application is denied. Agreement is not transferable. Noncompliance with any payment term or cancellation by Exhibitor will, among other things, result in loss of space and collection of all fees due. Please refer to the "Terms & Conditions of Participation in Event" on the reverse side of this contract for details.

Percent Due	Due Date
30%	Upon Application
60%	July 8, 2013
100%	October 8, 2013

Size:

For exhibit space deposit or payments, please send a check payable to "UBM CANON LLC" to 25589 Network Place, Chicago, IL 60673. You may also submit a credit card authorization form or send a wire. Email tsbilling@ubm.com for instructions. Reference show name and invoice number when making any payment.

### **4** INCLUSIONS

Exhibit space includes standard booth drape and side rail in show colors, a company identification sign, one (1) directory listing (print deadlines apply), and access to the online exhibitor services kit. All booths are subject to the most recent IAEE Display Rules & Regulations on show site.

Please note that electrical service is not included with your booth, but to accommodate possible power requirements, electrical outlets will be installed in every inline booth. If you choose to use the outlet, you will be charged accordingly.

5 MARKETING & PROMOTIONS (Mark box to order, and you will receive an invoice. Please see additional pages for more details and other options.)

#### Digital Pack \$699

Reach attendees across digital platforms including the event mobile app, show website, and pre-show emails, all at a 40% discount. Includes Video Link, Superlink, Web Product Spotlight, and Mobile Showroom.

#### Media Tri-Pack \$499

Connect with attendees online and in print with bundled items at nearly half the price. Includes Web Product Spotlight, Premier Directory Listing, and Link.

#### Premier Directory Listing \$325

Add your logo to the Enhanced Listing. Item includes enhancement of your company name in the online supplier list.

#### Mobile Showroom \$250

Assigned:

Upgrade your listing to a mobile showroom, including highlighted company name, description, logo, full contact details, booth number and a feature allowing users to email you directly and set up a meeting. You may also draw attention to products, services, and/ or show specials with downloadable content, including photos and descriptions.

#### Video Link \$250

Link your company's latest product video in the online supplier list. When you provide a link from YouTube, a thumbnail will automatically be generated for the link.

For all marketing upgrades, you will receive login details and/or submission instructions within three months of the event. Please contact canonpromos@ubm.com with any questions.

By signing I acknowledge that I am authorized by my employer to enter into this Contract For Exhibit Space and bind my employer to pay the deposit and other fees or costs related hereto. I agree to abide by the Terms and Conditions for Participation in the Event and the Exhibitor Manual, which are incorporated herein by reference, as a condition of the allotment of space. Cancellation of this contract will result in Management retaining as liquidated damages, and not as a penalty, all amounts due and/or paid by your company up to and including the date of cancellation.

AUTHORIZED SIGNATURE—This line must be signed for acceptance of contract.	
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PLEASE PRINT NAME

#### **UBM** Canon

2901 28th Street, Suite 100 • Santa Monica, CA 90405-2975 USA • Tel: (310) 445-4200 • Fax: (310) 996-9499 • ubmcanonevents.com For check payments, please use address in section 3 above

# **EXHIBIT MARKETING & PROMOTIONS**

Enhance your brand, product, website, and more with exhibitor marketing opportunities, maximizing your participation and exposure at the event. With more than 30 unique choices available, you can support your exhibit through a variety of channels.



## PACKAGES

UBM Canon's packages are cross platform to ensure high visibility to attendees. We welcome the creation of custom packages, including multi-level branding opportunities, exclusive sponsorships, and new programs. Contact us to discuss your targeted needs.

#### ■ Media Tri-Pack \$499

Connect with attendees online and in print with bundled items at nearly half the price. Includes Web Product Spotlight, Premier Directory Listing, and Link.

#### Digital Pack \$699

Reach attendees across digital platforms including the event mobile app, show website, and pre-show emails, all at a 40% discount. Includes Video Link, Superlink, Web Product Spotlight, and Mobile Showroom.

#### Multi-Platform Pack \$1999

Visibility across multiple platforms with a Premier Listing in the directory, Mobile Showroom in the event app, Email Product Spotlight in a special pre-show email, and onsite Ad Poster. Savings of more than \$1000.

# MOBILE

The event Mobile App and Online Portal puts the entire show directly into buyers' hands, providing a personalized experience before, during, and after the show. These event planning tools offer networking, searchable directory, show schedule, interactive map, and more. The Mobile App and companion Online Portal are promoted for up to one year, so users can access supplier info year-round.

#### Mobile Showroom \$250

Upgrade your listing to a mobile showroom, including highlighted company name, description, logo, full contact details, booth number with link to interactive floor plan, and a feature allowing users to email you directly and set up a meeting. You may also draw attention to products, services, and/or show specials with downloadable content, including photos and descriptions.

#### Product Category Banner \$745

Each category allows for a sponsor banner at the top of the page, followed by an alphabetical list of exhibitors. Includes Mobile Showroom.

#### Special Announcement \$745

Send your message directly to "Inbox" of all app users. Feature in-booth giveaways, product launches, or any special announcement you want to share. Includes Mobile Showroom.

#### Rotating Banner \$1750

Banner ad, featuring logo and booth number, displayed at the top of most app and online portal pages. Includes Mobile Showroom.

- Homepage Banner \$2500 Banner ad, featuring logo and booth number, displayed on the app and online portal homepage. Includes Mobile Showroom.
- Title Sponsor \$5000

Keep your company in the spotlight, and get maximum exposure within the app and online portal, as well as in all print and digital mentions. Includes Category Banner, Special Announcement, and Mobile Showroom.

# DIGITAL

Use technology to your company's advantage and align your digital marketing efforts: promote new products, access top-notch email leads, highlight your company in one of our pre-show emails, or add a tile ad to our website where 95% of all attendees visit before the show. It's all about gaining attendee awareness, and we offer the digital platforms for it.

#### Link \$250

Link to your company's website in the online supplier list. Links will be in effect at least two months prior to the show and for up to one month after the show.

### Video Link \$250

Link your company's latest product video in the online supplier list. When you provide a link from YouTube, a thumbnail will automatically be generated for the link.

#### Web Product Spotlight \$350

Place your new product information, photo, company logo, and a 100-word description on the show website, with priority placement.

#### Superlink \$450

An electronic listing of your company name, booth number, and link to your website on four or more emails sent to prospective and preregistered attendees. Includes Link.

#### Email Product Spotlight \$750

Join a small group of exhibiting companies, honed by related area or product, in a shared email sent to a targeted group of attendees prior to the event. Email metrics will be provided.

#### Online Tile Ad \$2500

Animated tile ad featured on the Home, Resource Hall, and Registration pages of the event website. More than 95% of attendees visit the site to register for the show.

### Send an Email

Feature your headline, marketing message, logo, and image in a content-rich, exclusive pre-show email broadcast to a targeted list of engineering, R&D, operations, sourcing, and project management titles. Email metrics will be provided.

### Attendee Outreach Email Sponsorship

Tile ad including logo, booth number, and link to your website prominently displayed on every email sent to thousands of prospective and preregistered attendees. The comprehensive email campaign begins three months prior to the show.

### Registration Barcode

Tile ad including logo, booth number, and link to your website featured at the top of all electronic registration confirmations sent to attendees. Barcode emails must be presented for admission to the show.

# DIRECTORY

Guarantee your message is distributed to all attendees by placing a print advertisement in the show directory. We offer a number of placement options throughout the magazine-style directory. Highlight your company listing with enhancements in the print and online list of suppliers.

- Enhanced Directory Listing \$250
  - Company name featured in bold, reverse lettering and larger typeface than the standard directory listing.
- Premier Directory Listing \$325 Add your company logo to the Enhanced Listing. Includes enhancement of your company name in the online supplier list.
- Front Cover Ad Flap A two-sided ad on the front cover, generating exposure for your company and booth location to all attendees. Ad color must match directory cover.
- Ad Runner

Logo and booth number at the bottom of each page. This highprofile position is visible to every reader.

Advertising

Place your full-page, four-color print advertisement. Inquire about additional sizes and premium placement.

Pocket Planner

Advertisement and/or logo and booth number on the special floor plan handout distributed to all attendees. Premium placement available.

# SIGNAGE

The power of striking visual should not be underestimated. Direct attendees to your booth, standout in the show aisles, or boldly create awareness in the lobby with these onsite signage options.

Ad Poster \$1750

Advertisement on two 22" x 28" posters. One poster will be placed in the entrance near registration, and the other in a key area leading onto the show floor.

Mega Sign \$2750

Life-size full color artwork on a two-sided sign approximately 8' tall x 3' wide, strategically located in a high-traffic area.

■ Tri-Mega Sign \$3500

Three large-format advertising surfaces featuring your life-size full-color artwork in a standalone structure to dominate the landscape in the high-traffic lobby area.

Aisle Sign

Logo, marketing message, and booth number on large format two-sided signs hanging below all aisle markers. Attendees will see your company logo and booth number from all directions as they walk the show floor.

#### Floor Graphics

Logo, marketing message, and booth number on 2' x 4' floor tiles located at the entrance to the event, as well as large format footprint graphics leading to your booth. Specialty sizes and shapes available.

# SPONSORSHIP

Canvas your brand through these highly visible sponsorships that take you beyond just exhibiting at the show. Connect with attendees on a mass scale, reaching them when they arrive and throughout the entire event.

#### Badge Lanyard

Supply your company-branded lanyard to be handed out with badges to every attendee at onsite registration and worn throughout shows days.

#### Badge Buddy

Logo, marketing message, and booth number on the printed insert included in every badge holder distributed to attendees at onsite registration.

### Expo Bag Sponsor or p

Sponsor or provide the exclusive bag attendees pick up at all show entrances and in high-traffic areas, then carry throughout the show floor.

# Innovation Briefs

Present your company's latest technological innovations and industry tools in a dedicated space on the expo floor, free of charge to attendees.

#### Presentation Package \$899

Receive a guaranteed time slot in the onsite Innovation Briefs. Your brief is promoted in pre-show emails, direct mailers, onsite signage, and various schedules.

#### ■ Enhanced Video Package \$3000

In addition to contact lead information for attendees at your onsite presentation, you will receive a copy of your professionally produced and edited video for your use. Medical-show exhibitors will also have their video featured on Qmed.com, the world's only directory of completely pre-qualified suppliers to the medical device and in vitro diagnostic industries.

#### Supplier Video Showcase \$1500

Demonstrate your new technology or service at your exhibit space and leverage your expert's presence at the show. Up to a 5 minute presentation shot in a 25 minute session.

# ADDITIONAL OPPORTUNITIES

For more information, media advertising, or conference sponsorship, visit canonpromos.com or email canonpromos@ubm.com.

Note: Pricing varies by show, and some opportunities are not available for all shows

2901 28th Street, Suite 100

ubmcanonevents.com

Santa Monica, CA 90405-2975



### **Terms and Conditions of Participation in Event**

1. DEFINITIONS. The term "Event" means the event indicated on the front side of this document scheduled to be held on the dates set forth on the front of this document (the "Event Dates") at the venue indicated on the front of this document (the "Event Facility"). The Event is owned, managed and produced by UBM Canon LLC. The term "Organizer" means UBM Canon LLC and its officers, directors, agents, affiliates, representatives, employees, successors and assigns. The terms "Exhibitor" or "Sponsor" means the company or person listed on the facility, directors, shareholders, contractors, agents, representatives, employees and/or invitees, as applicable.

2. ACCEPTANCE BY ORGANIZER. UBM Canon, in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the Event. Eligibility is generally limited to firms that supply products and services to the industry this event serves. UBM Canon may withdraw its acceptance at any time by refunding the Total Space Fee paid if UBM Canon determines that Exhibitor or its Product(s) is ineligible. UBM Canon has sole control over attendance policies. UBM Canon makes no representation or warranties of any kind, express or implied, regarding the Event or the number of persons who will attend the Event.

#### 3. ASSIGNMENT AND USE OF SPACE.

a. Benefits and License Grant. UBM Canon will provide exhibit space (the "Space") at the Event for Exhibitor to display its qualified products and services (the "Exhibit"). The Total Space Fee includes use of the Space and any other benefits as specified in this Application and Contract for Exhibit Space or in the Exhibitor Services Manual as amended from time to time (the "Manual"), which UBM Canon will supply to Exhibitor. Exhibitor grants to Organizer the right to use Exhibitor's name and logo in connection with the promotion and production of the Event, and to take photographs of its exhibit, booth space and personnel, before during and after the Event, and use such photographs in connection with its promotion of the Event and future events. Exhibitor may use the Event name before and during the Event solely to promote its participation in the Event and solely in compliance with any guidelines furnished by UBM Canon.

b. Space Assignment, Use, Installation, Occupancy, and Dismantling. UBM Canon will assign the Space, and may reassign the Space or after the Event layout or venue at any time. The Space is for Exhibitor's use only. Exhibitor may not share, sell, assign, sublease or charge admission for entry into any portion of the Space (including to an affiliated company) without UBM Canon's prior written consent. Exhibitor must fully occupy the Space, and must provide displays, equipment, carpeting, etc., unless UBM Canon specifies otherwise. Any Exhibits supplied by Exhibitor must be constructed safely using sound engineering practices, and must be installed before, occupied during, and dismantled after the Event in accordance with UBM Canon's schedule. Exhibitor's activities must be confined within the Space, and must be in support of products or services identified on the Application and directly related to Exhibitor's normal business activities. UBM Canon may refuse permission to exhibit any products or services UBM Canon deems objectionable or unsuitable for the Event. At the Event, Exhibitor may not exchange goods or money without UBM Canon's prior written consent.

c. Own Risk. Exhibitor releases Organizer and Event Facilities and waives all claims it has or may have against them, now or in the future, including any subrogation claims by its insurers, for any loss or theft of its equipment, property, materials, proprietary information, or for any similar loss or theft.

d. Third-Party Contractors. UBM Canon may require Exhibitor to use designated third-party contractors to provide certain services ("Required Contractors"), and Exhibitor must then use only the Required Contractors for such services. Notwithstanding such designation, Required Contractors and third-party vendors listed in the Manual act solely as independent contractors, and Organizer is not responsible for their performance, acts, or omissions.

e. Other Events and Marketing. Exhibitor agrees that it may not use any Organizer event to leverage any other event in which Exhibitor is a sponsor or participant, and therefore agrees that it may not may not promote its products or organization within 500 yards of any Event locations, except (i) in advertising contained in periodicals or similar regularly published media or (ii) as permitted by this contract or by UBM Canon in writing. In the interest of the success of the Event, Exhibitor agrees not to extend invitations, call meetings or otherwise encourage absence of exhibitors or invited guests from the Event or Event Facility during the official hours of the Event or any function sponsored in connection with the Event by Organizer or its official sponsors. f. Other Event Payments. Organizer may apply any payments made by Exhibitor and Organizer, in which case Organizer will notify Exhibitor of such application.

#### 4. COMPLIANCE WITH LAWS AND RULES/INSURANCE.

a. Laws and Rules. Exhibitor must comply with all applicable local, state and federal laws, regulations, codes and ordinances in connection with its participation in the Event, including but not limited to the rules of the Event Facility and any relevant labor union, and the terms, conditions and rules issued by UBM Canon in the Manual and otherwise in connection with the Event. Without limiting the foregoing, Exhibitor shall construct the Exhibit in compliance with the Americans with Disabilities Act or its local equivalent. Exhibitor's use of names and lists captured at the Event or provided by Organizer is subject to applicable data protection, email marketing, and privacy laws and regulations, and to any restrictions imposed by the individuals whose names are listed.

b. Third Party Rights. Exhibitor will not violate any rights of third parties in connection with its participation in the Event, including but not limited to the reproduction, performance, distribution, or posting of proprietary or copyrighted material (the "Works") without a license, assignment, or other legally effective permission. Exhibitor shall make any and all payments to third parties and/or clearinghouse agencies as may be necessary to lawfully perform, publish or reproduce any such Works. Exhibitor specifically agrees, undertakes and assumes responsibility to make any and all reports to such agencies and/or parties including specifically by way of example only ASCAP, BMO, SAC, SESAC and other similar agencies, and to provide evidence of such reports and payments upon request. Exhibitor acknowledges that it (or its vendor) shall provide Organizer information to identify the individuals on Organizer's Event registration list who have visited Exhibitor's booth. c. Taxes and Licenses. Exhibitor is solely responsible for obtaining any licenses and payment of all taxes (including sales and use taxes), license fees, or other charges applicable to its participation in the Event, including taxes collected by Organizer.

d. Insurance. Exhibitor shall at its own expense maintain in effect throughout the Event including move-in and move-out days, and provide to Organizer at least thirty (30) days prior to move in to the Event a certificate of insurance showing that there is in effect: (i) a Commercial General Liability insurance coverage of not less than \$1 million single occurrence/\$2 million aggregate combined limit for bodily injury and property damage, including coverage for personal injury, broad form contractual liability, operation of mobile equipment, product and liquor liability (where applicable) and (ii) automobile liability insurance coverage for not less than \$1 million combined single limit for bodily injury and property damage, including coverage for non-owned and hired vehicles, including loading and unloading operators, in which Organizer and the Event Facility are named as additional insureds. Exhibitor acknowledges that the certificate of insurance requirement in the foregoing sentence shall not be deemed waived, nor shall Exhibitor be relieved of its obligation to provide such certificate form Exhibitor. Exhibitor also agrees to obtain and maintain in effect throughout the Event workers compensation and employers' liability insurance. Exhibitor agrees to waive the right of subrogation of its insurance carrier against Organizer and the Event Facility to recover loss sustained for real and personal property.

#### 5. CANCELLATION OR TERMINATION.

a. Cancellation by UBM Canon. UBM Canon may cancel all or any part of the Event for any reason beyond its reasonable control, including but not limited to, natural or public disaster, act of God, acts of terrorism, venue construction, insufficient participation, market fluctuations, government regulation, or similar reasons, in which case Organizer will refund to Exhibitor a pro rata portion of any Space Fees already paid to UBM Canon, after which Exhibitor will have no further recourse against Organizer. A change in the name of the Event does not constitute a cancellation by UBM Canon.

b. Termination by Exhibitor. All fees are deemed fully earned and non-refundable when due. Termination by Exhibitor must be in writing and will be effective upon receipt by UBM Canon of an email addressed to the email address specified on the front of this document. Exhibitor acknowledges the difficulty in determining a precise value for services rendered and expenses incurred by UBM Canon for the Event, and of ascertaining damages incurred by UBM Canon if Exhibitor terminates this contract or Exhibitor's participation in the Event; the amounts due from Exhibitor under this contract as of the effective date of any termination by Exhibitor belong to UBM Canon and represent an agreed measure of compensation, and are not to be deemed or construed as a forfeiture or penalty.

c. Termination by UBM Canon. UBM Canon reserves the right to terminate this contract immediately by written notice to Exhibitor in the event of breach or anticipatory breach by Exhibitor of any of the terms and conditions set forth herein, in any addendum hereto or in the Manual, including failure to make any payment when due under the terms of this contract. UBM Canon is expressly authorized (but has no obligation) 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 Exhibitor from any liability for the Total Space Fee hereunder.

d. Changes to Event. UBM Canon reserves the right to re-name or re-locate the Event or change the dates on which it is held. If UBM Canon changes the name of the Event, re-locates the Event to another event facility within 50 miles of the Event Facility, or changes the dates for the Event to dates that are not more than 30 days earlier or 30 days later than the dates on which the Event was originally scheduled to be held, no refund will be due to Exhibitor, but UBM Canon shall assign to Exhibitor, in lieu of the original space, such other space as UBM Canon deems appropriate and Exhibitor agrees to use such space under the terms of this contract. If UBM Canon elects to move the Event to an event facility more than 50 miles from the Event Facility or to reschedule the Event to a date more than 30 days earlier or 30 days later than the Event Dates, and Exhibitor notifies UBM Canon within 10 days after receiving notice of such change that Exhibitor does not want to participate in the Event as a result of such change, UBM Canon shall refund to Exhibitor.

6. UBM CANON MATERIALS. The Manual and any other methodologies or planning materials distributed to Exhibitor related to the planning or execution of the Event ("UBM Canon Materials") are owned exclusively by and are confidential information of Organizer. Organizer grants to Exhibitor a nontransferable, nonexclusive license, on an "AS IS" basis, to use such UBM Canon Materials solely in connection with Exhibitor's participation in the Event. Exhibitor is responsible for obtaining the Manual from UBM Canon. Upon completion of the Event or earlier termination of this contract, Exhibitor may use but may not sell lists of Event exhibitors or attendees without UBM Canon's prior written reguest.

#### 7. LIMITATION OF LIABILITY; INDEMNITY.

a. Under no circumstances is Organizer or the Event Facility, or their parents, subsidiaries, employees, directors, shareholders, successors and assigns (collectively the "Event Providers") liable for lost profits or other indirect, incidental, consequential, or exemplary damages for any of their acts or omissions in connection with the Event, whether or not such Event Provider has been apprised of the possibility of such damages or lost profits. In no event will Organizer's liability hereunder, or otherwise in connection with the Event, exceed the amount actually paid to it by Exhibitor for the Space. Organizer is not liable for any errors in any listing or descriptions or for omitting Exhibitor from any directory or other materials.

b. None of the Event Providers are liable to Exhibitor for any damage, loss, harm, or injury to the person, property, or business of Exhibitor, or any of its visitors, officers, agents, employees, or other representatives, resulting from theft, fire, earthquake, water, unavailability of the venue or intermediate staging facilities, insufficient participation, accident, or any other reason in connection with the Event or any planning meetings, demonstrations, or stagings, except to the extent such liability arises directly from the willful misconduct of the Event Provider against whom liability is sought to be assessed.

c. Exhibitor agrees to defend, indemnify, and hold harmless the Event Providers and those lawfully in the venue from and against any actual or threatened claim, loss, liability, or damage, including reasonable attorneys' fees and expenses, suffered due to (i) Exhibitor's construction or maintenance of an unsafe Exhibit, (ii) Exhibitor's unauthorized or unlawful use of intellectual property of third parties, (iii) the negligence or misconduct of Exhibitor or (iv) Exhibitor's breach of any commitment made hereunder. Exhibitor shall promptly pay for any and all damage to the Event Facility and the property of others caused by Exhibitor.

d. The parties agree that the terms of the Exhibitor Services Manual (the "Manual"), which sets forth rules and information concerning show set-up, logistics and other operational matters, are incorporated into this Agreement by this reference.

8. RELEASE. Exhibitor acknowledges that the Event may be recorded and reproduced in any form (including but not limited to digital formats), and hereby authorizes Organizer and its designees to record, transcribe, modify, reproduce, publicly perform, display, distribute, redistribute, and transmit in any form and for any purpose any such recording of the Event. Exhibitor agrees to execute or obtain any additional releases from individuals authorized to represent Exhibitor at the Event, in connection with such activity, as necessary to give effect to this provision. Exhibitor agrees that Organizer may, and hereby irrevocably grants to Organizer the right to, use and publish Exhibitor's name as part of any full or partial list or compilation of Event participants. Exhibitor hereby releases Organizer and Organizer's designees from and waives all claims it has or may have, now or in the future, in connection with all activities contemplated by this paragraph 8, and waives any statutory restriction on waivers of future claims or moral rights.

9. MISCELLANEOUS. This contract (including the Manual and any additional rules or regulations adopted by UBM Canon for the Event) will constitute the entire agreement between Exhibitor and Organizer concerning its subject matter, and may only be modified in a writing signed by the parties. Organizer's rights under this contract are not deemed waived except as specifically stated in writing and signed by an authorized representative. If any term of this contract is declared invalid or unenforceable, the remainder continues in full force and effect. Organizer may assign this contract or its responsibilities to any other party. Any action arising out of this contract or the Event must be brought in New York, New York, and will be governed by New York law, exclusive of the choice of law rules of any jurisdiction, and Exhibitor consents to the exclusive venue and jurisdiction in New York, New York and waives any right to claim such venue or jurisdiction is not convenient. Organizer is entitled to recover reasonable attorneys' fees and costs in any action to enforce this contract. Exhibitor may not assign this contract to any other party, including a successor in interest in the event of a merger or sale of assets, without the prior written consent of Organizer, in which event Exhibitor must guarantee performance of the assigned obligations. This contract is binding upon the permitted heirs, successors, and assigns of UBM Canon LLC and Exhibitor.