

SCHEDULE D

GENERAL PROVISIONS

1. Complete Agreement

1.1 It is agreed and understood that there is no representation, warranty, collateral term or condition affecting this Agreement for which the Centre can be held responsible in any way, whether it be contained in any sales materials, brochures, or alleged against any sales representative or agent, other than as expressed in this Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the licensing of the Space for the Event and supersedes all proposals, negotiations and understandings of any nature whatsoever. The Client agrees not to enter into any other agreements which may contravene this Agreement. Except as indicated herein, this Agreement shall not be amended other than by the execution by both Parties of a subsequent amending agreement as prepared and provided by the Centre. Whenever a word importing the singular or plural is used in this Agreement, such word shall include the plural and singular respectively. Words importing persons of either gender or firms or corporations shall include persons of the other gender and firms or corporations as applicable. Capitalized terms used in this Agreement, including in all Tables, Schedules and Addendums, have the meanings ascribed to them in this Agreement. The descriptive headings preceding the Sections of this Agreement are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content of such Sections. If the Client consists of more than one person, which shall include without limitation, any person, corporation, firm, partnership or other entity, any group of persons, corporations, firms, partnerships or other entities, or any combination thereof ("Person"), the covenants of the Client shall be deemed to be joint and several covenants of each such Person. If the Client is a partnership each Person who is presently a member of such partnership, and each Person who becomes a member of any successor partnership, shall be and continue to be liable jointly and severally for the performance of this Agreement, whether or not such Person ceases to be a member of such partnership or successor partnership.

2. Compliance with Laws

2.1 The Parties warrant that in all aspects of the performance of this Agreement it shall comply with and be bound by all applicable federal, provincial and local laws, orders, rules, regulations, ordinances, by-laws, guidelines, standards, limitations, controls, prohibitions, including those of any police and fire departments, governmental authorities or any other duly constituted authority applicable to its use of the Space (the "Laws"), or other requirements which are contained in, issued under, or otherwise adopted pursuant to such Laws.

3.0 Force Majeure

3.1 If the Centre shall be prevented, delayed or restricted in whole or in part, in the performance of any of its obligations under this Agreement, including the obligation to provide all or a significant portion of the Space or Common Areas to the Client during the Occupancy Period, by any of the following events:

- (a) fire, flood, windstorm or other casualty, failure of any service or utility, whether or not under the Centre's control,
- (b) by any statute, law or regulation preventing, delaying or restricting the Centre's performance, or causing the Centre to be unable to obtain any necessary permission from any governmental or other body having jurisdiction over the Centre,
- (c) any cause beyond the Centre's reasonable ability to control such as riots, earthquakes, civil commotion, insurrections, war or terrorist activities, strikes, lockouts, labour disturbances, or
- (d) any other reason that is not the fault of the Centre but which prevents the Centre from performing its obligations hereunder;

The Centre shall give notice of the occurrence of the event to the Client within a reasonable period of time.

- 3.2 The Centre shall have no responsibility or liability for any loss or damage sustained by the Client by reason of any of the events mentioned in section 3.1.
- 3.3 Upon providing such notice referred to in section 3.1, the Centre shall have the right to substitute similar space in the Facility for the same or an alternate Occupancy Period (the "**Substitute Space/Occupancy Period**") for use by the Client for the Event. The Client agrees that the Substitute Space/Occupancy Period will be offered to the Client at the discretion of the Centre, acting reasonably. For further clarity, the Client agrees that the Event's next regularly scheduled annual dates, subsequent to any of the events mentioned in section 3.1, are not considered a Substitute Occupancy Period.

The Client, shall in turn, put forth its best efforts to reschedule the Event within the Substitute Space/Alternate Occupancy Period provided by the Centre. Upon confirmation of the rescheduled Event Dates and Space, the Centre shall apply any monies paid by the Client to the Centre, to the rescheduled Event.

- 3.4 With the offer of the Substitute Space/alternate Occupancy Period pursuant to section 3.3, the Space licensed by the Client as well as the Total Licence Fee shall be modified accordingly, if applicable
- 3.5 If the Substitute Space / alternate Occupancy Period is not provided, this Agreement shall terminate as at the date and time the Centre declares the Space unfit for use. In such event the Client hereby releases and forever discharges the Centre from and against any damages, causes of action, claims or demands whatsoever which the Client, the Client's successors, assigns, Associates and anyone claiming through or under the Client may have by reason of such cancellation.
- 3.6 If the cancellation of the Event as a result of a Force Majeure occurs on or after the first day of the Occupancy Period and the Centre is unable to provide Substitute Space/Alternate Occupancy Period, the Centre shall calculate and refund to the Client an appropriate portion of the Total Licence Fee relating to the balance of the Occupancy Period remaining following the cancellation.
- 3.7 Notwithstanding section 3.6, if the cancellation due to a Force Majeure event occurs after the mid-point, rounded to the end of the day of the Occupancy Period booked by the Client, there shall be no refund of any portion of the Total Licence Fee.
- 3.8 Notwithstanding the foregoing, if the Client has taken out business interruption or similar insurance for the Event, and submits a claim under its policy to recover amounts, which claim is predicated on having paid the Total Licence Fee in full or in an amount that would otherwise be refundable by the Centre, and the Client receives the proceeds of insurance so claimed, then the Centre shall have no obligation to refund any amounts to the Client in respect of the Total Licence Fee.
- 3.9 Prior to, and as a condition of, receiving any refund otherwise payable pursuant to this section, the Client may be requested to swear an affidavit or deliver a statutory declaration or certificate with respect to the submission of a claim and/or Prior to, and as a condition of, receiving any refund otherwise payable pursuant to this section, the Client may be requested to swear an affidavit or deliver a statutory declaration or certificate with respect to the submission of a claim and/or the receipt of proceeds under business interruption insurance or any government programs.

4.0 Disruption due to Construction

4.1 The Client acknowledges that it is aware that renovation or construction work may be scheduled from time to time and may occur within the Space during the Term, and that such work may result in inconvenience and disruption to the Client or the Event. In the event that such work does occur so as to, in the sole opinion of the Centre, unduly interfere with the occupation of the Space by the Client, the Centre will make its reasonable best efforts to provide Substitute Space in the Facility for occupancy by the Client. In the event that Substitute Space cannot be found, the Centre shall be entitled to terminate this Agreement provided that it shall reimburse any portion of the Total License Fee paid by the Client with respect to the portion of the Space deemed by the Centre to be unusable by the Client for the Event. The Client hereby expressly waives any potential claim, direct or indirect, which it may have against the Centre, the Indemnified Party or any other party arising out of any such inconvenience or disruption to the Client or the Event as a result of the renovation or construction work, including the cancellation or rescheduling of the Event.

5.0 Right to Move

5.1 If the nature of the Event changes, resulting in the need to reduce the size, location, number of Meeting Rooms, or alter the Dates, Occupancy Period, or the contracted Food and Beverage Services, the Centre reserves the right, at its sole discretion, to relocate, deny or cancel all or portions of the Event and renegotiate the terms, which may include adding a premium or surcharge.

6.0 Right to Terminate

6.1 The Client agrees that the Centre may, in its sole discretion, cancel this Agreement upon giving oral or written notice to the Client if the Centre determines, in its sole opinion, that holding the Event may involve unlawful activity or result in civil commotion, damage to the Centre or the Facility, or harassment of patrons. In the event the Centre exercises its right to terminate pursuant to this Section, the Centre shall return to the Client any deposits paid by the Client in respect of the Event, and this shall constitute the Client's exclusive entitlement to return of funds, or damages resulting from cancellation. Without limiting the generality of the foregoing, in no event shall the Centre be liable for any damages resulting from the exercise of its rights under this Section, including direct damages.

7.0 Assignment of License Agreement/Sublicense of Space

7.1 The Client shall not transfer, encumber or otherwise assign this Agreement or any of its rights hereunder, without the prior written consent of the Centre. The requirement to obtain the Centre's prior written consent shall also apply to any changes in effective control of the Client. The Client may, without the prior written consent of the Centre, sublicense parts of the Space to exhibitors whose products and/or services are in keeping with the Nature of the Event. The Centre's prior written consent is required should the Client wish to sublicense all or a part of the Space to a third party, exhibitor, or exhibitors (a) whose products and/or services are not in keeping with the Nature of the Event, or (b) who will operate as an event within the Event, or (c) who will operate as an event separate from the Event.

8.0 Survival

8.1 Unless expressly amended, replaced or terminated by the Centre, this Agreement, and any subsequent certificates or documents delivered to the Client in connection to it, shall be relied upon by the Centre and shall survive in full force and effect notwithstanding the termination or expiry of this Agreement.

9.0 Severability and Waiver

9.1 If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such finding shall not affect the remainder of this Agreement which shall remain in full force and effect.

9.2 The failure of either Party at any time or times to require performance of any of the provisions of this Agreement shall in no manner affect its right at a later time to enforce the same provision. Any waiver by any Party of a breach of any provision contained in this Agreement in any one or more instances shall not be deemed to be a waiver of any other breach of the same provision or breach of any other provision of this Agreement.

10.0 Counterparts

10.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.0 Liens

11.1 The Client shall immediately discharge and remove any mechanics or other liens registered against the title to the Lands arising out of any work done or materials supplied, at the request of or on behalf of the Client. The Centre may at its option apply any amounts in its possession received from the Client against any such lien, and thereupon the Client shall forthwith reimburse to the Centre the amounts so applied.

12.0 Governing Law

12.1 This Agreement shall be governed, construed, applied and enforced in accordance with the laws of the Province of Ontario.

13.0 Time of the Essence

13.1 Time is of the essence of all terms of this Agreement.

14.0 Notice

14.1 For the purpose of notice or demand required under this Agreement, notice or demand shall be sufficiently delivered if served in person or by delivery service, sent by e-mail, facsimile, certified mail, or registered mail, to the other Party at the addresses set out on page 1 herein. Either Party may, at any time by notice in writing to the other, change its address for service.

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THE INTERNATIONAL CENTRE

SCHEDULE E OPERATING POLICIES

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Date of Operating Policies: May 5, 2018

Note: Capitalized terms used herein and not otherwise defined herein will have the respective meanings given to such terms in the Agreement between the Client and the Centre, to which these Operating Policies are attached.

Client Conduct

The Client agrees to run its Event in a safe, responsible, respectful and orderly manner, and not to in any way damage the Centre, interfere with, adversely affect or disturb other events, guests or other users of any part of the Facility. The Client agrees to assume responsibility for ensuring that its Associates abide by such acceptable conduct. The Client acknowledges that any Associates conducting themselves in an unacceptable manner, including creating or allowing to be created any nuisance, using abusive language, threats, committing assault, vandalism, theft and any other inappropriate actions or behaviours, will be subject to immediate removal from the premises and prosecution if appropriate.

1. Client Representative

The Client must maintain a representative on-site from initial possession of the Space through move-out. The Client shall inform the Centre of the name(s) and contact information of such representative(s). Such representative(s) must be empowered to make decisions on behalf of the Client and must during the entire Occupation Period be readily available for immediate contact by the Centre, as required.

2. Personal Property Liability

The Centre does not assume liability for any Property of the Client, or its Associates brought into the Facility and any such Property shall be at the sole risk and responsibility of the Client. The Centre will not accept shipment of freight and materials or any Property on behalf of the Client.

3. Centre Hours

The Client may access the Space for the Event daily from 8:00 a.m. until 11:59 p.m. (the “**Normal Business Hours**”), subject to the hours specified as constituting the Occupancy Period. The Client must obtain the prior approval of the Centre for any persons to remain in the Space outside of Normal Business Hours. The Centre’s Management office is open from 9:00 a.m. to 5:00 p.m. Monday through Friday, excluding statutory holidays. The Centre has the right from time to time to amend the Normal Business Hours and Management office hours.

4. Centre Signs

The Facility’s permanent graphics, signs or displays may not be visibly blocked in any manner, nor may temporarily signs or decorations be attached to permanent building signs and graphics. The Facility’s permanent signage is operated exclusively by the Centre. The Centre shall be permitted to promote the Event during the Occupancy Period on the Facility exterior electronic marquee signs.

5. Common Areas

All Common Areas including but not limited to entrances, registration lobbies, foyers, loading docks, hallways, escalators, elevators, stairways and walkways are considered public areas and not under Client control. All activities utilizing Common Areas must be approved by the Centre in advance.

6. Capacity

In order to comply with appropriate capacities as per the Ontario Fire Code, or other statutory authorities, the Centre retains the right to restrict the number of persons in the Space to ensure that all persons can safely and freely move about and, if required, safely exit the Space in the case of an emergency. The Client agrees to ensure that at no time will its ticket sales or admissions for each day of the Event exceed the legal capacity of the Space. Should such capacity be exceeded, the Centre may, in its discretion, require the Client to limit entry or remove guests and patrons, or the Centre may add security personnel at Client expense and restrict access to the Space. The decision of the Centre in this respect shall be final. Also see Fire Regulations, pages E10 - E15.

7. Space Inspection / Damages to Space

The Centre will conduct a pre-inspection and post-inspection of the Space and the Common Areas and thus will note if any damages have occurred during the Event. It is recommended that the Client be in attendance at these inspections as the Client is responsible for the cost of any and all repairs, replacements, and cleaning, from the excessive use beyond reasonable wear and tear, of the Space and the Common Areas for the Event. If the Client or a designated Associate is not available for the pre-inspection, then the Client agrees to accept and be responsible for the cost of any repairs, replacements, or cleaning as noted by the Centre, acting reasonably. Any type of damage is to be reported immediately to the Centre.

8. Removal / Prohibition of Access

The Centre reserves the right for itself and its representatives to eject any objectionable person or persons from the Centre, and upon the exercise of this authority the Client hereby waives any right and all claims for damages against the Centre.

The Centre reserves the right, without recourse by the Client for any loss or damage incurred, to refuse admission to, remove from or prohibit in the Facility any of the Client's Associates, entertainment, demonstrations, activities, exhibits, printed matter, souvenirs or novelties which may, in the Centre's reasonable opinion, be objectionable or offensive.

9. Access for Centre

The Centre, its employees, Exclusive Service Providers, contractors, and sub-contractors reserve the right at any time to have unrestricted access to any portion of the Facility, including access at no charge to the Space during the Event, provided such access does not interfere with the Event.

10. Event Planning Information

The Centre will assign an Events Management Representative to communicate with the Client respecting the operation of the Event. The Client must provide the Centre with an Event telephone number for use during the Event. The Client shall not publish or give out any of the Centre's phone numbers as an Event phone number.

The Client shall complete and submit the below-noted information required, as well as copies of any required approvals obtained from the Centre's Event Operations Department and any other relevant governmental authorities, and any further details that the Centre may reasonably require, by no later than the due dates indicated below. Such information (the "**Event Planning Information**") is subject to the prior approval of the Centre and any relevant governmental authorities.

<u>INFORMATION REQUIRED</u>	<u>DU^E DATE</u>
Preliminary Floor Plan	Prior to sub-licensing all or a portion of the Space (see below)
Final Floor Plan, Event Information Form, Insurance Certificate, First Aid Schedule, Rigging Plan, Security Schedule, Emergency Response Plan Acknowledgement, Production, Performance, Seminar Schedules (as applicable).	One (1) month prior to Move-in

The Client shall, throughout the Term of this Agreement, abide by the operating floor plan (the "**Floor Plan**") for the Event. The Client shall specify the proposed usage of the Space including but not limited to all exhibit areas, feature areas, registration areas, attendee and exhibitor entrances, seminar areas, food and beverage areas, seating areas, storage areas and aisles by submitting a scaled preliminary floor plan (the "**Preliminary Floor Plan**"), which must comply with any restrictions outlined in Fire Regulations, pages E10 - E15. The Client shall not confirm space used by or sub-licensed to a third party or publish or distribute any material containing information with respect to the Floor Plan until the Preliminary Floor Plan has been approved by the Centre. It is required that the Client re-submit revised floor plans for the Centre's review and approval if and when subsequent material changes to the Preliminary Floor Plan are contemplated prior to the Event. A final floor plan (the "**Final Floor Plan**") shall be submitted to the Centre by the above-noted due date for final approval by the Centre's Event Operations Department, subject to a site inspection during Move-in. The Centre has the sole right to approve or require modifications to the Final Floor Plan in order for it to comply with the Agreement or any relevant authorities.

11. Emergency Response Plan

In the event of an emergency, all parties have the responsibility to safeguard the health and safety of people and to protect property within the Facility. The Centre possesses an Emergency Response Plan outlining actions to be taken by the Centre and by the Client and its Associates to ensure an efficient and effective response to all types of emergency situations. The Centre's Event Management Representative and/or Event Operations Representative will give a copy of the Emergency Response Plan to the Client prior to the Event, and review it with the Client upon Move-in. It is recommended that the Client develop its own emergency response plan which takes into account the Centre's Emergency Response Plan as well as any other contingencies which may specifically pertain to the execution of the Event. As per Section 11, the Client is required to complete and submit an Emergency Response Plan Acknowledgement one (1) month prior to Move-in.

12. Environmental Objectives

As part of its CSR (Corporate Social Responsibility) Program, the Centre is committed to aligning its business objectives with environmental objectives through the creation and maintenance of sustainable and responsible programs and partnerships that lessen its ecological footprint and strive for a carbon-neutral environment.

The Client agrees to operate its Event in an environmentally responsible manner and agrees to cooperate with and participate in the Centre's environmental initiatives. Tools for planning more sustainable events can be found in the Centre's Sustainable Event Guide at:

https://www.internationalcentre.com/site_Files/Content/Resources/Corporate-Social-Responsibility/TIC-Sustainable-Event-Guide_ART7---Spreads.pdf

13. Shipping, Storage, Materials Handling

Shipments to the Client or its Associates should be delivered solely during the contracted Occupancy Period. The Centre reserves the right to refuse delivery for any such shipments arriving without the Centre's prior consent, or arriving with duties, taxes or other expenses owing. The Client must process and clear any cross-border shipments through Canada Customs before delivery. The Centre will not be liable for additional costs for shipments that are refused due to lack of prior approval, payment, or clearance. Any shipment received after the end of the Occupation Period will not be accepted. All returns will be sent collect. The Centre shall not be responsible for the failure to receive packages, the condition of any goods received or for any damage sustained in transit. The Centre shall designate the appropriate receiving area for Event shipments.

The Client and its Associates shall not deliver or remove any items other than handheld items through any glass doors of the Facility. All exhibits, equipment or Property of any kind entering or leaving the Facility must use only the designated loading dock area or exhibit floor receiving doors as applicable. Exceptions are to be upon written approval of the Centre only. The Client is not permitted without Centre permission to store any Property outside of the Space as outlined in the Schedule C – Site Plan. Such restrictions include the use of any Meeting Rooms or Common Areas for storage purposes. If extra storage space is required; a storage room rental may be required at Client expense.

The mailing address for shipments should contain the following details:

Name of Client contact	Centre's contact name
Phone # of Client contact	Centre's contact phone #
Mailing address of Client including postal code	The International Centre 6900 Airport Road
Name of Event	Mississauga, ON L4V 1E8
Event Start Date	Receiving dock#/door #
Exhibit Hall(s)	

It is the Client's responsibility, at its sole expense, to provide materials handling contractor during Move-in and Move-out to supervise the set-up and tear-down process. Such supervision includes the receiving and shipping of Property and the required designation of a Dock Master and Door Master to coordinate the orderly entrance and exit through the loading docks and receiving doors designated for the Event. The delivery and the loading of any materials to and from the exhibit floor or loading dock must be handled by the Client's approved materials handling contractor or an approved designate.

14. Prohibited Acts

The Client shall not:

- a. Permit any part of the Centre to be damaged or defaced, including but not limited to the drilling of holes or insertion of any objects into any part of the Facility or the furnishings or equipment forming part of it, nor make or permit to be made any alterations of any kind to the Facility, nor handle any crates or other objects entering the Facility in a manner that will not maximize the protection of and minimize the risk of damage to all carpeting, painted surfaces, door fixtures, etc.;
- b. Permit signs, banners, decals, posters, and similar materials to be affixed or attached in any way to ceilings, walls, windows, doors, floors or other surfaces of the Facility or its equipment without the prior approval of the Centre. Any such materials affixed in a non-approved method must be removed by the Client at its expense. All approved signs must be of professional quality. Handwritten signs are not permitted. Signs must be properly placed on easels or in sign holders.

- c. Permit or cause any noxious gases, smoke, vapours or odours, or any objectionable noises or lights in any part of the Facility.
- d. Use on Facility floors or walls any tapes or adhesives other than those approved by the Centre. Approved floor tapes include: Double stick V tape (2-sided), Rainbow (1-sided 7 ml vinyl), #618 Shurtape (cloth duct tape), #174 (high-adhesion, 2-sided tape), and #C700 Amo Tape (2-sided). Approved wall adhesives include Lepage Fun Tak or a similar gentle putty-type adhesive designed for easy removal without damage. All other tapes or adhesives are strictly prohibited.
- e. Permit the admission of any animals, birds or pets of any description to the Facility without the prior written approval of the Centre; properly trained working guide dogs are permitted.
- f. Use any part of the Facility for lodging or sleeping.
- g. Do or permit to be done anything which may interfere with the effectiveness of or accessibility to utility, heating, ventilation, escalators, elevators, electrical, plumbing, gas, compressed air, or air conditioning systems or portions thereto in the Facility, nor do or permit to be done anything which may interfere with free access to or through the Common Areas.
- h. Overload or permit to be overloaded any floor, pavement, roof, ceiling, wall or any other furniture, equipment or fixture in the Facility.
- i. Place or change any lock of any kind upon any window or interior door of the Facility without the Centre's written permission.
- j. Transport furniture, displays, equipment or other items on escalators or public elevators within the Facility. Baby strollers and wheelchairs are permitted strictly on public elevators.
- k. Block access to exhibit hall food and beverage areas, seating areas, and restrooms at any time. Such areas must remain unblocked and in full view during the entire Event.
- l. Operate or display within the Facility any motorized vehicle which drips gas, oil, or other staining solutions. Any exceptions expressly authorized by the Centre, require drip pans underneath them, dry absorption powder to be used and a protective sheet of visqueen, tarpaulin, or comparable material, as well as pads under all tires. The Client will be charged cleaning costs for damages from staining solutions not removed. Under no circumstances may any such vehicles be displayed or operated on carpeted areas under any circumstances.
- m. Leave unattended any machinery or equipment capable of being operated in an operating condition.
- n. Permit forklifts or other heavy loading devices to operate within the Facility by any non-licensed operator. Damages resulting from improper operation must be reported immediately to the Centre. Liability for damages will be the responsibility of the operator involved and the Client. No gasoline-operated forklift or other machinery shall be used in the Facility without the express written consent of the Centre.
- o. Permit forklifts, pump trucks, scissor lifts, golf carts, or dollies with steel wheels on any carpeted or tiled areas in the Space, (only rubber wheels are permitted), nor permit exhibits, vehicles, staging or storage materials to damage the permanent carpeting or tiles in any Meeting Rooms or Common Areas. A protective floor covering must be used to prevent such damage.
- p. Prop open any exterior and loading dock doors without prior authorization. Under no circumstances may automatically closing devices, panic hardware or mullions be removed.

- q. Allow motorized vehicles once in their designated area(s) within the Space to continue to operate, without the prior approval of the Centre. They must be turned off immediately in order to comply with Ontario Ministry of Labour regulations for maximum carbon monoxide concentration levels.
- r. Permit minors (15 and under, including infants) on the Event floor itself during Move-in and Move-out.
- s. Leave any Property in the Space at the end of the Occupation Period without prior approval. Such Property may be “forced” off the Event floor by the Centre and placed in temporary storage at Client expense.
- t. Place exhibits, equipment, or other items so as to block certain aisles, if any, which the Centre may designate as “freight-free” during Move-in and Move-out. To maximize traffic flow and minimize risk of injury during these periods, the Centre reserves the right from time to time to designate these aisles accordingly.

15. Advertising and Promotion / Sponsorship

The Client shall use the name “The International Centre” on all its Event promotional material and advertisements and should at a minimum refer to the Event as taking place at “The International Centre, 6900 Airport Road, Mississauga”. The Centre shall provide its official logo to the Client for the sole use of promotion of the Event. Such logo is a registered trademark and may not be manipulated or altered in any manner. All Event promotional activities and materials must use the Event Name and be in keeping with the Nature of the Event. The Client agrees to provide copies of such materials, when required by the Centre to assess such usage. At the Centre’s request, the Client shall withdraw advertising deemed inappropriate or not in keeping with the Nature of the Event.

The Event may incorporate sponsorship agreements within the Space providing the sponsorship does not include any commitment to distribute any food and beverage products or services. Sponsorship may include signage or other advertising within the Space but excludes the Common Areas and the Facility’s food and beverage areas. Any such signage or other advertising proposed outside the Space, whether part of a Sponsorship or not, will be subject to the Centre’s discretion and approval at Client expense.

16. Outdoor Advertising

Outdoor promotional advertising including but not limited to signs, banners, balloons or other inflatables, are not permitted at the Facility other than within the licensed Outdoor Areas. Vehicles such as truck trailers may not be placed on the property for the purpose of advertising and/or marketing. Temporary exterior directional parking signs are only permitted on the property if provided by the parking Exclusive Service Provider. The Centre has the right to restrict the number, content and placement of such signs.

17. Banner Hanging, Rigging, Staging

All rigging or suspension of items or equipment from any ceiling, including but not limited to signs, banners, displays, stage lighting, spotlights, or audio equipment, is prohibited without the prior written approval of Event Operations and/or the Director of Operations in conjunction with the Exclusive Service Provider. No such items or equipment may be suspended at any time from any moveable dividing wall supports, lighting grids, or other unauthorized hanging points.

Approval requires submission of a Rigging Plan as per Section 11 herein, which must include specifications on: type of item, rigging type, load weights, truss, or frame dimensions, proposed hanging locations, and number of proposed hanging points. Once approved, installation may only

be carried out by, or at a minimum under the supervision of, the Exclusive Service Provider at Client expense.

Subject to approval by the Centre, any outside rigging company working in the Space must possess rigging and fall arrest training certification. All ceiling equipment, material and rigging must be removed immediately upon close of the Event.

Except as approved by the Centre, all cables must be flown for safety to avoid trip hazards. Any rigging of cable and other hanging devices on or near ceiling electrical buss ducts and conduits, and any redirecting of ceiling spotlights, moveable lights, or floodlights on any lighting grids is strictly prohibited.

Stages over two (2) feet in height, for use in consumer events, require hand and stair rails.

18. Badges

At all times during the Event, the Client and its exhibitors, contractors and any other Associates (except guests and patrons) must for identification purposes wear badges, prominently displayed, bearing the name of the wearer and the name of the Client or Associate with whom they are affiliated.

19. Complimentary Tickets

For public events with an admission fee, including but not limited to consumer shows or concerts, upon request of the Centre the Client will provide as soon as reasonably available, and prior to the start of the Occupation Period, up to fifty (50) complimentary tickets or passes to the Centre, for the Centre to use at its discretion.

20. Keys

All Centre keys and Fobs required by the Client must be signed out from the Centre's Event Operations Department and returned prior to the end of Move-out. For any lost keys, the Client will be responsible for the payment of a re-keying fee.

21. Lost and Found

Lost and found items are not the responsibility of the Centre. Any lost and found enquiries will be directed to the Client.

22. Utilities

During the Occupancy Period, heating, ventilating and air conditioning (HVAC), and permanent overhead lighting shall be provided by the Centre. The Centre reserves the right during Move-in and Move-out only, to provide HVAC and permanent overhead lighting at reduced levels. The Centre shall have the sole right to control and regulate the temperature of the Space and to operate and control the HVAC system.

23. Public Address (P.A.) System

The Centre provides a P.A. system for the Client during the Event only for voice announcements pertaining to the Event. The Client may not connect to the Centre's P.A. System, or connect peripheral equipment of any kind, without prior approval, and such connection may only be made by the Centre or its Exclusive Service Provider.

24. Radio and Television Broadcasting

The Client agrees that it will not broadcast or telecast any part of the Event by radio, television or other medium without first securing written approval of the Centre. Such approval is at the Centre's sole discretion, and if granted, requires that the Client shall be solely responsible for the payment of any amounts which are, or may become, due to any party (including, without limitation, residuals, royalties, and user fees) in connection with or as a result of any such broadcast, telecast or other such exploitation of the Event. Any such broadcasts or telecasts, if approved by the Centre, are not permitted to set up satellite dishes on the roof of any Facility buildings, nor to attach or affix in any way such items to Facility property of any kind.

25. Music, Socan, Re: Sound, and Other Copyright Fees

The Client shall be responsible, and shall indemnify and hold the Centre harmless, for the payment of any royalties, damages, or other fees relating to the performance, communication, or other use of any copyrighted works, including any musical or other works, sound recordings, and performers' performances embodied therein, and any infringement of any copyright or other neighbouring or intellectual property rights arising therefrom. The Client shall be responsible for paying the Centre the applicable Copyright Fees (as defined below) for payment by the Centre to the relevant collective society.

The Client shall be responsible for obtaining a license from SOCAN (Society of Composers, Authors and Music Publishers of Canada) under SOCAN's Tariff No. 4 (and any similar tariff) for any live performances of musical works in connection with any and all events covered by that tariff (the "**Live Music License**"). The Client is required to provide evidence to the Centre of the Live Music License at least one month prior to Move-In. The Client's use of music under other SOCAN tariffs is covered by the paragraph immediately below.

The Centre possesses licenses from SOCAN and Re: Sound and is required by law (Copyright Act) to pay royalty fees to SOCAN and Re: Sound and other collective societies in connection with any and all events where music will be played in any form (the "Copyright Fees"). Under Section 11 herein, the Client is required to advise the Centre at least one (1) month prior to Move-In if any music is planned to be played during the Event (i.e. the Performance Schedule referred to in Section 11), and to give the estimated number of guests expected to attend, as well as to inform the Centre whether guests will be dancing, so that the applicable Copyright Fees in relation to the Event can be charged to the Client.

In addition to the requirements described above, the Centre may, in its sole discretion, require the Client to provide security for any Copyright Fees and royalties payable in connection with any of the licenses and tariffs referred to above.

26. Special Decorations

Helium balloons, glitter, and confetti may not be brought into the Facility.

All displays using water including but not limited to fountains, plantings, water coolers, pools, ponds, tubs, and hot tubs must be waterproof. The Client shall be responsible for all costs and damages

related to water leaking from such displays. Any leaks must be repaired immediately. If this is not possible, the display must be emptied and removed.

27. Cleaning

The Client is responsible for all cleaning requirements and provision of waste receptacles in the Space and any Common Areas utilized during the Event, which must be contracted through the Centre's Exclusive Service Provider. Prior to Event opening, during the Event, and at the end of the Occupation Period the Client is responsible for keeping and leaving the Space clean, tidy and in good order to the Centre's satisfaction. Such responsibility includes the removal of all bulk trash, crates, pallets, excessive debris and litter of any kind. Final cleaning of contracted Meeting Rooms is included in the rental fee, however the daily cleaning to refresh the Meeting Room(s) during the Event, as well as the cleaning of bulk trash such as boxes, or large volumes of promotional materials, and any other excessive cleaning, will be subject to additional fees. During Move-out, the removal of tape or tape residue remaining on floors in the Space, and the removal and/or repair due to use of improper wall adhesives, is the sole responsibility of the Client at its expense.

28. Parking

Vehicle parking at the Facility is complimentary. However, based on the size of the Event and/or the overall facility event load during the Event, the Centre does require the Client at its sole expense to arrange with the Centre's Exclusive Service Provider for an adequate number of parking attendants. Such attendants are required in order to control traffic flow and maximize the use of parking space inventory during the Event, as well as keep fire and safety zones clear and direct Event deliveries to designated loading docks and doors. The Centre may also require that the Client provide at its expense a police presence as is found necessary by the Exclusive Service Provider and/or the Centre. The Client acknowledges the Centre's and the Exclusive Service Provider's sole right to determine the number of parking attendants and equipment and/or police personnel necessary for the Event.

29. First Aid

The Client is required to provide at its expense certified first-aid responder(s) on a continuous basis during Event Days, in an adequate number for the Event as determined by the Centre. The Client is further strongly recommended to provide such personnel during Move-in and Move-out as well. The Client must provide the Centre with a First-Aid Schedule as per Section 11 herein, and evidence of proper certification of its first-aid personnel upon request. The Client must ensure that they and their contracted security personnel are always in direct communication with the designated first aid personnel during the Occupancy Period. The Centre reserves the right at any time to require the Client at its expense to use the Centre's approved medical and first-aid personnel during the Event.

30. Contractors / Workers

Any contractor or worker or other Associate of the Client performing any services in the Space shall be competent, and where required, properly licensed, and certified to perform the service in a safe and appropriate manner. The Centre reserves the right to demand the removal of any contractor or worker or other Associate who does not meet these criteria. The Client is responsible for ensuring that any such contractor or worker or other Associate of the Client performing services for the Event is adequately insured. The Client acknowledges and agrees that it and its Associates must comply with any applicable WSIB requirements and shall provide to the Centre valid and up to date WSIB certificates.

31. Food and Beverage Exclusivity

Pursuant to Section 17 of this Agreement, the Centre reserves the right to enforce its food and beverage policies. Infringement, violation, or breach of the Centre's food and beverage policies outlined in this Agreement include the immediate removal of any food and beverage products and/or services not approved by the facility; and/or a food and beverage buyout fee (the "**Food and Beverage Buyout Fee**") charged to the Client. The Food and Beverage Buyout Fee will be based on, but not limited to:

- a) quantity of food brought into the Centre,
- b) estimated lost food and beverage revenue,
- c) Force Majeure.

32. Catering Food and Beverage

Menu selection, including special meal requirements, must be submitted by the Client to the Events Management Representative at least four (4) weeks prior to the Event in order to ensure availability of menu items, proper staffing and coordination of details. Variation from the Centre's Event Culinary Menu may be subject to additional charges. Please consult your Events Management Representative for applicable guidelines and costs. The Centre reserves the right to amend the Event Culinary Menu if ingredients are not readily available; in such case, the Centre shall make such changes with the approval of the Client.

Food and Beverage pricing, availability and/or cost of product/menu items are subject to change.

An Event Plan(s) (the "**EP**") shall be prepared by the Centre and shall set out the details of the Event. The Client shall sign and return the EP to the Centre ten (10) business days prior to the first function date. The EP(s) shall form part of, be a deliverable under, and otherwise be subject to the provisions of this Agreement.

The Client shall provide the Centre with a breakdown of the guaranteed number of attendees per menu selection per function (the "**Guaranteed Number of Attendees**"), no later than five (5) business days prior to the first function date.

The Centre agrees to serve up to: (a) 3% over the Guaranteed Number of Attendees; or (b) up to a maximum of thirty (30) additional attendees per menu selection per function. If no Guaranteed Number of Attendees is provided to the Centre within the timeframe specified above, the number of attendees shown in the Function Schedule of Schedule A will be used as the Guaranteed Number of Attendees.

The Client agrees to pay for the guaranteed attendance, or the actual number of attendees served, whichever is greater.

The Centre will accommodate up to 15% of the guarantee in special meals including vegetarian, dietary, and/or allergy restrictions at no additional charge. Special meals in excess of 15% of the guarantee are subject to the menu price plus a surcharge of 50% of the menu price per meal.

Room setups in excess of 3% of the guarantee will be subject to a surcharge of 50% of the menu price for each additional seat.

Should the Client change set-up requirements within 48 hours of the first function date, the Client shall pay a labour charge for the re-setting of the room.

The Centre has established labour ratios for standard service.

Menu prices include service based on standard service times for each meal period. Standard service time for each meal period ("Standard Service Times") is defined as:

Breakfast	Ninety (90) Minutes
Break	Thirty (30) Minutes
Lunch	Two (2) Hours
Dinner	Two (2) hours

Function times that exceed the Standard Service Time by more than thirty (30) minutes for a meal period are subject to additional labour charges.

Additional labour charges will be applied for any set up that requires a specialty item to be placed at a setting, minimum cover guests not guaranteed and minimum menu price not met.

Function Times are outlined on Schedule A, Event Space Schedule and/or Event Plan(s). Any client-initiated extended programs or delays in Function Times are subject to additional charges.

The timeframes outlined in the Agreement allows the Centre to provide the products and services ordered for the Event. Additional administration and/or labour charges may apply for information not received within the specified timeframe.

Food and beverage orders that are not included in the Agreement will be subject to a cancellation fee of 100% of the ordered total if canceled within ten (10) business days of the Event.

33. Alcoholic Beverages

Alcoholic beverages may only be consumed in those areas of the Facility designated as alcohol consumption areas. Consumption of alcoholic beverages in any non-designated areas, including unlicensed outside areas such as the parking lot, is subject to immediate removal from the Facility. Further, the Centre reserves the right to cease service of alcoholic beverages in the event that underage persons attempt to receive service of such beverages and to deny alcoholic beverage service and/or access to the Facility to guests who appear to be intoxicated. Any violations of the above restrictions are subject to the immediate removal of Event contents and Event termination, at the Centre's discretion. The Client accepts the responsibility to ensure that its exhibitors, attendees, or other Associates consume any alcoholic beverages in a controlled, responsible manner, and to take a proactive approach to avoid any violations.

For further information visit:

<https://www.agco.ca/>

Or contact your designated Events Management Representative.

34. Retail Food and Beverage

A minimum amount of revenue in retail concession sales (the “**Retail Food & Beverage Minimum**”) is applicable to operate each retail concession location (“**Retail Outlet(s)**”). All menu items and pricing at retail concession locations are established by the Centre. The Centre reserves the right to alter the operational hours of any Retail Outlet. When the actual retail revenue achieved in each Retail Outlet is less than the Retail Food & Beverage Minimum, a surcharge for the difference will be applied to the Client’s final invoice.

Pursuant to Section 17.2 of this Agreement, the Client shall not adjust or move the Retail Outlet(s) outlined in Schedule A without prior written approval of the Centre. Should the Client adjust the Retail Outlets(s) set out in Schedule A without prior written approval of the Centre, at its sole discretion, the Centre reserves the right to apply a surcharge (the “**Retail Food and Beverage Surcharge**”). The Retail Food and Beverage Surcharge will be based on, but not limited to:

- a) the estimated additional labour charges,
- b) estimated lost retail food and beverage revenue,
- c) Force Majeure.

35. Unions

The Client shall abide by any existing binding and applicable union regulations or collective agreements and, where applicable, shall obtain any clearance required by any union or trade organization having authority or jurisdiction with respect to the Event or work performed in the Space. If any persons, contractors, or subcontractors employed or engaged by the Client are not in full and strict compliance with any such union requirements or are engaged in or are causing illegal union or labor-related activities or disputes, the Client must remove such employees from the Facility forthwith upon the Centre’s request. The Centre agrees to advise the Client of any union agreements the Centre might enter into which could impact the Client or the Event or the various obligations of the Centre, Exclusive Service Providers, or other Centre contractors or Event participants.

FIRE REGULATIONS

The objective of these regulations is to maintain an acceptable level of fire safety within the Facility, and to limit the hazards of contents and operations to a level which can be controlled by the built-in fire protection systems within the Facility. These systems, which include automatic sprinklers, smoke detection, fire alarms and a public address system, have been designed to protect against the hazards which are typical of conferences, conventions, and exhibitions. It is the Client's and its Associates' responsibility to adhere to the regulations described herein, as approved by the City of Mississauga Fire Department, as well as those regulations outlined in the Ontario Fire Code, in order to expedite the necessary approval for conferences, conventions and exhibitions. Final approval for the Event is required from the Centre's Director of Operations, and is subject to a site inspection for, among other purposes, adherence to the regulations described herein. Any fire code violations must be corrected immediately.

For Ontario Fire Code regulations, visit:

<https://www.ontario.ca/laws/regulation/070213>

For more details on the Occupant Load restrictions referred to herein, refer to the 2006 Ontario Building Code, Part 3, Section 3.1.17.1. Visit: <https://www.ontario.ca/laws/regulation/060350>

CITY OF MISSISSAUGA FIRE DEPARTMENT FIRE REGULATIONS GOVERNING EXHIBITS AND DISPLAYS IN PUBLIC BUILDINGS

DISPLAY OR DECORATIVE MATERIALS

1. The following materials shall be flameproof: Artificial flowers or foliage, plastic materials, split wood, bamboo fibres, textiles, and paper including cardboard or compressed paperboard less than 1/8" in thickness. Wallpaper is permissible if pasted securely to walls or wall board backing. Foam plastic cored art board requires coating on all sides with a fire-retardant paint or varnish, and its edges encased in a metal "U" channel or a metal "muffler" tape which must extend at least 3/4" on the face and reverse of the board.
2. The use of the following materials shall be prohibited: Acetate fabrics, corrugated paper box boards, no-seam paper or paper-backed foil unless glued securely to suitable backing, Styrofoam and/or foam core, gator board, corrugated plastic, cellulose nitrate motion picture film, natural Christmas trees.
3. It is not necessary to flameproof textiles, paper, and other combustible merchandise on display for sale, but the quantity so used shall be limited to the displaying of one salvageable length. Each sample must differ in color, weave, or texture.

Test to determine if a material is flame resistant: Hold the test material in a vertical position and apply flame to the lower edge for a minimum of twelve (12) seconds. To pass a test of satisfactory resistance to flame spread, the material should not continue to burn for more than two (2) seconds after the test flame is removed.

FLAME PRODUCING DEVICES

All exhibits having open flame devices must be accepted by the Fire Department. The general rules are:

1. Flame shall not be used solely to attract attention.
2. Exhibits utilizing flame-producing devices must be attended to at all times.
3. The use of an open flame is limited to certain articles of merchandise where the operation of an approved appliance or device definitely helps to promote the sale of such merchandise.

4. Where candles are offered for sale, not more than four candles may be lit at any one time, and they must be shielded by hurricane type chimneys. If glass-contained candles are lit, the flame must not extend above the rim of the container.
5. Fireworks or pyrotechnic devices are strictly prohibited unless in compliance with the Ontario Fire Code.
6. Wood matches with "all surface" strikes are prohibited.
7. Explosives and blasting agents are strictly prohibited.

FLAMMABLE GAS

1. One (1) X five (5) lb. propane cylinder only as approved under the Propane Storage, Handling and Utilization Code is permitted for demonstration purposes. When a cylinder is used with a self-contained propane hand torch or similar equipment, it shall have a maximum WC of 2½ lbs.
2. Equipment must be set up as remote as possible from public aisles and installed in a manner to comply with approved safety standards.
3. One (1) x 40 cu. ft. cylinder of acetylene will be permitted for use in Arts & Crafts type displays and for demonstration purposes.
4. Except as outlined above, use of the following equipment or materials is prohibited without prior approval: Portable heating equipment, all flammable or volatile paints, and finishes including but limited to oils, latex, polishes, glues, etc., all flammable liquids or dangerous chemicals such as acetylene, camphene, gasoline, ethylene, kerosene, naphtha.

AEROSOLS

1. One (1) pressurized container may be exhibited, not exceeding one pint of capacity for each product classified as a flammable liquid.
2. Prohibited: Flammable propellants such as liquid oxygen, cryogenic gases.
3. Non-flammable products are not restricted.

VEHICLES

1. Motor vehicles or gasoline-powered equipment on display must be equipped with lock-on type gasoline tank caps, and batteries are to be disconnected. Gasoline tanks must not be filled beyond the three-quarter (¾) mark in order to allow for expansion of product. Vehicles unable to be equipped with lock-on type caps must have caps sealed in a manner acceptable to the Fire Department.
2. Running of display vehicles during an event is prohibited unless approved by the Fire Department.
3. Events requiring vehicles to run as part of a performance or contest must fuel the vehicles outdoors from approved safety containers.
4. Propane charged cylinders are not permitted on self-propelled vehicles or trailers on display inside buildings.
5. If at any time an Inspector deems that equipment is being operated by a client or its exhibitors in a manner dangerous to public safety, the privilege to operate such equipment will be cancelled.

DISPLAY LAYOUT

1. Displays must not encroach on exit doorways.
2. No portion of a display shall project into any of the event's designated aisles.
3. The aisle clearance at the bottom and top of a stairway shall be equal to the width of the stairway. Clear access to exits shall be maintained.

4. Where the occupant load in an assembly containing non-fixed seating exceeds 200 persons, the seats shall be fastened together in units not less than 4 or more than 12, or each end seat abutting an aisle shall be securely fastened to the floor. If the area is enclosed, approved illuminated EXIT signs are required.
5.
 - a. If fire protection equipment is located within the exhibit space, it shall be the responsibility of the event management to provide direct and unobstructed access to such equipment.
 - b. A fire extinguisher bearing the Underwriters' Laboratories of Canada designation 2-A shall be provided and maintained for each 3,000 sq. ft. of floor area.
 - c. Within every eating establishment in which cooking is conducted, one dry chemical fire extinguisher bearing the Underwriters' Laboratories of Canada Designation 40-BC shall be provided and maintained.
 - d. Within every eating establishment and exhibit or display in which commercial cooking equipment producing grease-laden vapours is used, the cooking equipment shall be installed, and exhaust ventilated in conformance with the requirements of the Ontario Building Code.
 - e. An approved fire extinguisher must be installed in exhibit areas where flame-producing devices are used, or when required by an Inspector.
6. Hay, straw, shredded paper or excelsior packing must be removed from the building unless it can be returned to tightly closed packing containers.
7. Any enclosed showroom in excess of 2,000 sq. ft. or with an occupancy of 60 persons or more must have two means of egress as remote to each other as possible.
8. Boxes, crates, and cartons from which merchandise has been removed, must be piled neatly in a storage area designated by event management.
9. Separation - A minimum 20-foot wide separation shall be provided between any non-sprinklered, covered areas of over 200 sq. ft. Separation for non-sprinklered areas of under 200 sq. ft. will be determined based on combustible load and is subject to approval by the Engineering Department.
10. Protection - Criteria for the covered areas which create the potential for obstruction of the building's sprinkler system:
 - a. The portion or area of a booth which is covered by a roof, platform or other obstruction such that it covers the floor area below.
 - b. The protection required for covered areas up to 200 sq. ft. and between 200 and 800 sq. ft. will depend on the use and the occupancy conditions within that area. Appropriate protection may include any or a combination of the following provisions:
 - I. A trained security guard to monitor unsafe conditions;
 - II. Smoke alarms within the covered areas;
 - III. Additional hand fire extinguishers;
 - IV. Sprinkler protection, does not need to be separately alarmed.
 - c. The protection required for covered areas over 800 sq. ft. will have proper sprinkler coverage.
 - d. Exhibition booths with flame-retardant fabric canopies must not exceed 200 sq. ft.
11.
 - a. Each exhibitor displaying an ICF product must provide proof that they have obtained a valid CCMC Evaluation Report as issued by the NRC's Canada Construction Materials Centre in Ottawa.
 - b. Each exhibitor agrees to adhere to the maximum booth size and eight feet (8') height limitations, provided these are no different from the spaces afforded to other non-ICF exhibitors. No ceiling structures are allowed.
 - c. ICF exhibitors must be dispersed throughout the event floor at a minimum of 60 feet apart.

- d. All ICF exhibitors must have in their booth at all times a certified in working order Class (ABC) fire extinguisher suitable for extinguishing combustible solid material.
- e. Electrical boxes run for event purposes must not be in direct contact with any of the foam product.
- f. All lighting modules forming part of booth displays must be installed in such a manner that no light source is closer than two (2) feet from foam.
- g. The backsides of all walls must be covered with drywall, allowing front surfaces to be exposed.
- h. All materials must pass the twelve (12) second flame test as described herein.

ELECTRICAL REGULATIONS

The following restrictions must be adhered to by the Client and its Associates while in the Facility:

- a. All display/feature lighting, hook ups to and disconnections from the Facility's electrical systems, drains, sources of water, natural gas and compressed air and any other mechanical hook-ups must be made by the Exclusive Service Provider at Client expense. Pricing and billing for these services will be supplied by the Exclusive Service Provider.
- b. All electrical power is turned on approximately one (1) hour prior to the opening of the Event and turned off approximately one (1) hour after the close of the Event. Mechanical services are only turned-on during Event Days. Twenty-Four (24) hour power, if required, must be contracted in advance from the Exclusive Service Provider.
- c. The Facility's wall, column, and permanent building receptacles in the Space are for use by the Centre and its contractors only and not for use by the Client or its exhibitors unless with specific permission by the Centre. Any requirements for power must be contracted in advance with the Exclusive Service Provider. Sharing power from an adjoining booth is not permitted.
- d. All meeting rooms are equipped with standard power for typical usage. Any additional power must be arranged at the Client's expense with the Exclusive Service Provider.
- e. Latex or lamp cord wire in displays is prohibited. The use of two-wire ungrounded extension cords is prohibited. Extension cords must be #14-gauge, three (3) wire grounded cords. Extension cords or power bars used for portable lamps or appliances must be the appropriate size and type for the allowable amperage of such items. Materials shall not be stored on or around any electrical equipment or connections of any kind.
- f. Equipment that causes circuit overload and or short circuits may not be restarted until the Centre's Exclusive Service Provider has found the source and corrected the problem. If it is determined that the problem is due to the Client's or its Associates' equipment failure, then the cost (if any) for subsequent repairs will be the responsibility of the Client or its Associates.
- g. All clamp-on types of portable spotlights shall be protected from metal-to-metal contact by having electrical insulating pads or wrappings permanently attached to the lamp holder clamps. Should such spotlights be subject to physical damage, dampness, or contact with combustible material, they shall be equipped with a guard attached to the lamp holder or the handle.
- h. A Ground Fault Circuit Interrupter (GFI) must protect all 120-volt electrical equipment and devices within six (6) feet of a water/liquid source. It is the responsibility of the Client or its Associates to supply their own GFI in such instances.

For more information about services provided by the Centre's Exclusive Service Provider including answers to Frequently Asked Questions, visit: www.showtech.ca and click "Company".

PROVINCIAL REQUIREMENTS FOR DISPLAYING / ENERGIZING ELECTRICAL EQUIPMENT AT EVENTS

The Ontario Electrical Safety Code (Ontario Regulation 10/02) is the provincial regulation that defines the minimum requirements for electrical installations and electrical products in Ontario. The Electrical Safety Authority (E.S.A.) is responsible for enforcement of the Ontario Electrical Safety Code. Rule 2-022 of the Ontario Electrical Safety Code requires that any electrical equipment that is being displayed, offered for sale, or energized (connected to power) in any show/convention/or similar exhibition shall be approved by a “Recognized Certification Agency” (i.e., CSA, ULC). Such equipment shall be considered approved only if it bears Recognized Certification Markings of an organization that has been accredited for such approval by the Standards Council of Canada. Equipment without these markings can be tested and certified prior to the Event by an Approved Field Evaluation Agency. It is the responsibility of each exhibitor to examine all electrical equipment prior to the Event to ensure that all such equipment in, on, or about their booth complies with the above regulations. Failure to comply will result in the removal of any unapproved equipment from the Event and could result in charges under the Electricity Act.

At trade or consumer shows, Exhibitors that wish to display unapproved electrical equipment must complete and have approved by the E.S.A. prior to the Event an Application for Permission to Show. Such permission does not allow unapproved electrical equipment to be energized. Exhibitors that wish to energize such equipment in trade shows (not permitted in consumer shows), must complete and have approved an Application for Permission to Energize each piece of equipment. Certain conditions apply.

For additional information, including access to Permission to Show and Permission to Energize application forms and to view a list of Recognized Certification Marks visit: www.esasafe.com and click “Electrical Product Safety” then “Product Approval Requirements”. To directly access the Application forms, visit:

https://esasafe.com/assets/files/esasafe/pdf/Forms/Permission-to-Show-Energize_1001A.pdf

HEALTH AND SAFETY REGULATIONS

The safety of all occupants of the Facility is of utmost concern. Preventing injury is a key objective and accordingly, every possible measure must be taken to provide a safe, healthy work environment. Any and all unsafe conditions or activities must be brought to the attention of the responsible parties and corrective measures are to be taken immediately. The following sections below outline the topics of concern:

1. Ontario Health and Safety Act (OHSA)

In accordance with the Occupational Health & Safety Act (OHSA), the Centre requires that the Client be responsible for taking all reasonable steps and precautions for the control of hazards in order to protect the health and ensure the safety of any of its exhibitors, contractors or other sub-licensees (the “**Client Directed Associates**”) occupying the Space during Move-in and Move-out who are directly or indirectly under the Client’s supervision or direction. To succeed, these safety initiatives require that the Client and its Client Directed Associates comply with the OHSA and assume responsibility for helping meet this objective. It is recommended that the Client and its Client Directed Associates read, understand, and comply with the applicable sections of this Act, in order to carry out their applicable responsibilities while at the Event. The Centre shall not be held responsible for, and the Client shall hold the Centre harmless from any injury that may result from the failure of the Client and/or the Client Directed Associates to comply with the Client’s responsibilities under this Act.

The Client acknowledges that all persons involved in the move-in/move-out process (i.e., the set-up and tear-down of a trade show) must be properly dressed and equipped to work safely in specific areas of the Event which are deemed by the OHSA, or by an on-site Safety Inspector, as an “industrial” environment which may involve the use of heavy equipment (forklifts, etc.) and/or “overhead activities” (banner hanging, rigging, etc.). Within these areas, which may be marked off with safety cones or caution tape, only persons wearing hardhats and safety shoes (and safety goggles where overhead activities are occurring) will be permitted until all work is completed.

For more information on the Ontario Health and Safety Act, visit the Health & Safety section at: www.labour.gov.on.ca

To link directly to the Ontario Health and Safety Act, visit:
<https://www.ontario.ca/laws/statute/90o01>

To link to Rights and Duties of the OHSA including Frequently Asked Questions, visit:
<https://www.ontario.ca/laws/statute/90o01>

2. Health and Safety Best Practice Guidelines for the Exposition Industry in Canada

The Canadian Association of Exposition Management (CAEM) recognized the need to establish guidelines for best practices regarding health and safety for the Canadian exposition industry, through the addressing of hazards and risk during the move-in and move-out phases of a show for show organizers, contractors, exhibitors, and facilities. These guidelines provide guidance on compliance with local health and safety legislation and help keep all events safe through the creation of a safety culture that will support the industry in the future. Some of the intended benefits include the prevention or loss related to accidents, near-misses and claims, fines, imprisonments, and other negative industry events. The hazards identified in this document represent the most common, but not the only hazards in the industry, and they may not be applicable to, or sufficient for, every event. The Client should initiate a detailed risk assessment in relation to the Event to determine the appropriate control measures required for it specifically. The guidelines serve as general education and guidance only; they are not legal requirements, nor are they intended to replace local health and safety legislation/codes, individualized legal advice, risk assessment, or

other applicable provincial federal codes such as fire codes, building codes, electrical codes etc., and applicable standards such as CSA, ESA and ANSI, etc.

To link to the Health and Safety Best Practice Guidelines for the Exposition Industry in Canada, visit:

<https://caem.ca/resources/>

3. High Risk Activities

High risk activities (the “**Activities**”) are defined as activities which could result in severe harm to person or persons or damage to property. Such Activities include but are not limited to hanging, spinning, climbing, jumping, swinging, riding, or any other similar actions that in the Centre’s sole opinion are deemed to be high risk and subject to the Centre’s review. The Client and any of its sub-contractors or other Associates shall inform the Centre of any proposed Activities to be conducted at the Event and provide details regarding such Activities. The Centre may, at its sole option, prohibit the Activities. Prior to using any physical structures pertaining to the Activities, and no later than one month prior to Move-in, the Client must further provide the Centre with a stamped engineered drawing and the written approval of a recognized Health and Safety professional.

4. Hazardous Materials

The Client and its Associates are prohibited to bring or allow to be brought into the Facility any material, substances, objects, processes or equipment which may endanger the life of, or cause bodily injury to, any person in the Facility, or which is likely to constitute a hazard to any property therein. The Client and its Associates are required to obtain or prepare an MSDS (material safety data sheet) for any and all hazardous materials to be present at the Event. The Client shall remove at the request of the Centre or any governmental authority any and all unapproved hazardous substances brought into the Facility by the Client. “Hazardous Substance” includes but is not limited to any contaminant, pollutant, dangerous or potentially dangerous substance, toxic or noxious substance, hazardous waste or material, flammable or explosive substance, radioactive material, lead paint, mercury, radon gas, hazardous refrigerants such as sulfur dioxide or ammonia, urea-formaldehyde foam insulation, asbestos, PCB’s, DDT, fungal contaminants, CFC’s, HCFC’s, VOC’s, any chemicals known to cause cancer or reproductive toxicity, or any other waste, substance or material whatsoever, declared to be hazardous or toxic under any Laws.

For further details, please review Part IV – “Toxic Substances” in the Ontario Health and Safety Act:

<https://www.ontario.ca/laws/statute/90o01#BK34>

SECURITY REGULATIONS

The Centre maintains twenty-four-hour Facility security. The Client is also responsible for maintaining twenty-four-hour security coverage from the time of initial occupancy until completion of Move-out. Such security coverage shall include all areas of the Space as defined in Schedule C – Site Plan and shall be at the expense of the Client. No contractors, non-Exclusive suppliers or other Associates of the Client will be permitted to enter the Facility for the Event unless and until the Client's security personnel are present.

Pursuant to Schedule E – Operating Policies, Section 11 – Event Planning Information, one (1) month prior to Move-in, the Client shall submit its proposed security plan (the “**Security Plan**”) for the Centre's review and approval. The Client's proposed Security Plan shall include, but not be limited to the following:

- a. Disclosure of the credentials of the proposed third-party security company including but not limited to proof of a valid license to operate in the Province of Ontario, registration, insurance and WSIB coverage.
- b. The mix (e.g., manager, supervisor, guard), the number, and the scheduled hours for each such security personnel.
- c. The specific locations to be covered by such personnel.
- d. A description of the training for each level of such personnel; and
- e. The specific duties assigned to such personnel.

No person shall act as a security guard unless the person holds the appropriate security guard license under the Private Security and Investigative Services Act (the “**Act**”) and is employed by a licensed security company who is a registered employer under section 5 of the Act, or an employer that is not required to be registered.

Security companies must provide the Centre with a Security Schedule thirty (30) days prior to the commencement of the Occupancy Period.

Client security personnel must be attired in security company uniforms for identification purposes and be equipped with an appropriate mobile communication device for emergency use. Only unarmed security personnel are permitted to enter the building.

All persons related to the Event and working in the Facility must wear an identification badge from their respective employer or obtain one from the Centre's security. All identification badges must be approved by the Centre's security. For events requiring large work crews, the Client or their appointed event management contractor may instead furnish a list of names to the Centre's security.

The Centre reserves the right to determine the need for the Client to hire, at the Client's sole expense, any additional security personnel the Centre deems required for the Event. Final approval of the Client's proposed Security Plan shall rest with the Centre, at its sole discretion, and must be adhered to by the Client. The Client and contracted security agencies must adhere to the Centre's decisions. The Centre shall have the right to enforce such decisions. Failure to comply with the Centre's decisions shall be deemed a default pursuant to Section 21.0 of the Agreement.

https://intcentre.sharepoint.com/sites/Sales/Documents/Sales/Sales Administration/Event Agreements/SCHEDULE E-Operating Policies_V22-Oct7-2022.docx

THE INTERNATIONAL CENTRE

SCHEDULE “F”

INSURANCE REQUIREMENTS

Insurance Coverage and Limits

1. The Client shall, at its sole cost and expense, procure and maintain the following insurance from the commencement of the Occupancy Period to the time the Space is completely vacated:
 - a. **Commercial General Liability (CGL) Insurance** with a minimum limit of \$5,000,000 per occurrence inclusive of bodily injury and property damage including Personal Injury, Property Damage, Contractual Liability, Non-Owned Automobile Liability, Products and Completed Operations, Contingent Employers’ Liability (with a minimum limit of \$1,000,000 per occurrence), Cross Liability, and Severability of Interests. The Client shall add the Centre as an additional insured on such policy. The aggregate limit on the policy shall not be less than 3 times the per occurrence minimum limit. The CGL policy shall not have any exclusions/restrictions relating to animal bites, and participants in high risk activities or other activities. The Client shall use its best efforts to obtain a waiver of subrogation from its insurers.
 - b. **Comprehensive Automobile Liability Insurance** covering owned, non-owned or hired vehicles with a minimum limit of \$2,000,000 per occurrence.
 - c. **Tenants Legal Liability Insurance – All Risks**
Covers the liability imposed as a result of damage to premises leased, loaned, or occupied by the Insured with a minimum limit of \$5,000,000 per occurrence.
 - d. Evidence of contingent WSIB Insurance.
2. As a condition to occupying the Space, the Client shall, at least 30 days prior to the first day of the Occupancy Period, provide the Centre with a Certificate of Insurance in the form as attached hereto. Following the issuance of such Certificate of Insurance, the Client shall, on a timely basis, notify the Centre in writing of any proposed cancellation or changes to such insurance coverage.
3. The Client agrees not to do or permit to be done any act which might invalidate any insurance policy required pursuant to this Agreement.

SCHEDULE F
T.I.C.C. Limited (o/a The International Centre)
CERTIFICATE OF INSURANCE

Proof of Liability Insurance will be accepted on this form only.
****IF A FACSIMILE HAS BEEN TRANSMITTED, THE ORIGINAL CERTIFICATE MUST FOLLOW****

This is to certify that the insured, named below, is insured, as described below:

NAME OF INSURED :	TELEPHONE NUMBER () -
ADDRESS OF INSURED:	CITY: POSTAL CODE :

IMPORTANT! *Please complete each box below with information required for each type of insurance.

TYPE OF INSURANCE	INSURER'S NAME	POLICY NUMBER	EFFECTIVE (YR./MO./DAY)	EXPIRY DATE (YR./MO./DAY)	LIMITS OF LIABILITY (SEE NOTE 1 BELOW)
COMMERCIAL GENERAL LIABILITY					\$5,000,000 per occurrence
NON OWNED AUTOMOBILE LIABILITY					\$2,000,000 per occurrence
TENANT'S LEGAL LIABILITY – ALL RISKS					\$5,000,000 per occurrence
<input type="checkbox"/> UMBRELLA <input type="checkbox"/> EXCESS <input type="checkbox"/> OTHER					

Note 1: Commercial General Liability - Occurrence Basis, Including Personal Injury, Property Damage, Contractual Liability, Non-Owned Automobile Liability, Owner's and Contractor's Protective Coverage, Products and Completed Operations, Contingent Employers Liability, Cross Liability, Severability of Interests, and Blanket Contractual Liability. Aggregate limits may not be less than 3 times the applicable per occurrence limit. The CGL policy does not have any exclusions/restrictions, including but not limited to exclusions/restrictions for animal bites, spread of disease, and participants in high risk activities or other activities.

MOTOR VEHICLE LIABILITY					LIMITS OF LIABILITY (SEE NOTE 2 BELOW) \$2,000,000 per occurrence
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Note 2: Motor Vehicle Liability - Combined Bodily Injury & Property Damage - must cover all vehicles owned, or operated by, or on behalf of the insured. Aggregate limits may not be less than 3 times the applicable per occurrence limit.

1. The following are hereby added as Additional Insured's to the policies listed above:
 - (a) T.I.C.C. Limited o/a The International Centre, but only with respect to liability arising out of the operations, acts or omissions of the Insured; and
 - (b) Those persons or entities that the Insured has agreed to indemnify in the License Agreement described below, but only to the extent of the liability assumed under the contract.
2. If the insurance described above is to be cancelled or materially changed, the insurer agrees to use its best efforts to provide 30 days notice by registered mail to:

T.I.C.C. Limited (o/a The International Centre)
6900 Airport Road, Suite 120
Mississauga ON, L4V 1E8
Phone #: 905.677.6131 Fax #: 905.677.3089
3. Any insurance issued to T.I.C.C. Limited is excess to the insurance listed in this certificate.

CERTIFICATION

I certify that the insurance is in effect as stated in this certificate and that I have authorization to issue this certificate for and on behalf of the Insurer(s). This certificate is valid until the expiration date(s) shown unless notice is given in writing in accordance with the above.

NAME, ADDRESS AND TELEPHONE NO. OF THE INSURANCE BROKER	SIGNATURE AND STAMP OF CERTIFYING OFFICIALS
	DATE:

DESCRIPTION OF CONTRACT: License Agreement or Event Agreement for the _____ (include event name) dated _____ (insert event dates).