



Exhibitor Contract & Membership Agreement

CANSEC 2020 | MAY 27-28, 2020, OTTAWA, CANADA

CANSEC: The Company/Division (**Must be CADSI Corporate Member** with an active business presence in Canada) identified below ("**Exhibitor**") applies to the Canadian Association of Defence and Security Industries ("**CADSI**" or "**Organizer**") for exhibit space ("**Space**") at the event named above ("**Event**"), on the terms and conditions of this Application and Contract for Exhibit Space ("**Application**") and the Terms and Conditions of Participation in Event ("**Terms and Conditions**") on page 7 of this Application (Application and Terms and Conditions collectively referred to as "**Agreement**").

Corporate Membership: Open to Canadian registered, legal, private-sector companies that have active business operations in Canada and whose business interests include defence and/or security. Corporate membership fees are based on the number of employees within your organization worldwide inclusive of all subsidiaries and lines of business. Membership fees are non-refundable and are not pro-rated. The membership year is from January 1st to December 31st. If you are a new member applying, membership is pending upon approval by CADSI.

Company: _____ Application Date: _____
Address: _____ Website: _____
City: _____ Province: _____ Postal Code: _____ Country: _____
Point of Contact: _____ Office Phone: _____
Mobile: _____ E-Mail: _____
Invoice Contact: _____ Office Phone: _____
E-Mail: _____ Fax: _____
On-Site Point of Contact: _____ Office Phone: _____
Mobile: _____ E-Mail: _____

Payment Terms: Your Total Space Fee (calculated based on Exhibitor's selections on page 2 and 3) and your Membership Fee (calculated based on Member's selection on page 5) are due in full based on the payment schedules outlined on page 6. In order to confirm your exhibit space the following conditions must be fulfilled:

1. Exhibitor agrees to pay 2020 approved Corporate Membership Fee.
2. Exhibitor selects Payment Schedule and agrees to pay.
3. Exhibitor selects Payment Method and remits payment.

Only corporate members in good standing may exhibit at CANSEC 2020. For terms and conditions related to cancellation and refunds, if applicable, see Section 5 of the Terms and Conditions (found on page 8).

Please complete, sign and return the agreement, per timings of the selected Payment Schedule options to:

By mail: Canadian Association of Defence and Security Industries (CADSI)
251 Laurier Ave., West, Suite 300, Ottawa, Ontario K1P 5J6

By fax: 613-235-0784

By email: exhibits@defenceandsecurity.ca

- Opt in to share your information with CANSEC's Official Supplier list in order to receive early-bird rates, special offers, services, discounts and more information that are available to exhibitors.
- I have read and agree to the Agreement, Exhibitor Manual and Exhibitor will pay the Total Exhibit Space, Approved membership dues and applicable options and value added dues. I am authorized to execute this Agreement for Exhibitor. Exhibitor is responsible for requesting a copy of the Terms and Conditions if none is attached.

Signature: _____
Name (Printed): _____ Date: _____

This application becomes a binding contract after it is signed by CADSI.

CADSI Representative: _____
Signature: _____
Date: _____ Booth Assigned: _____ Total sq. ft.: _____ Space type: _____

EXHIBIT SPACE AND SHELL SCHEME

Please select all items that are applicable to you and complete the relevant shaded areas. **Exhibit space will not be confirmed until Exhibitor's membership is in good standing for 2020.**

A INDOOR BARE EXHIBITION SPACE (Minimum 100 sq. ft. – 10'x10')



Indoor Exhibition Space will comprise indoor space marked out to the required dimensions. Space includes company profile in CANSEC Event App, full use of CANSEC public relations services and pre-show marketing material. Additional items can be added at an extra cost to the Exhibitor. Back wall, furniture and carpet are not included in this package, but are mandatory requirements of the exhibit space.

ITEM	UNITS	QUANTITY	COST
Indoor Exhibition Space Rate* \$4,900 per 100 sq. ft. (10'x10')	10'x10'		\$
Double-decker and over Height Fee** \$12.00 per sq. ft. upper level floor space	\$12	sq. ft.	\$
Sharers' Fee \$750 per additional company - Sharing companies are required to be corporate members of CADSI	\$750	x _____ companies	\$
'A' TOTAL			\$



B INDOOR CANSEC SHELL SCHEME (*BEST VALUE) \$3000 Order Before September 12, 2019 \$1800 (40% savings)

Shell scheme includes grey carpet (100 sq. ft. – 10'x10'), 3M backwall structure with white fabric backwall, overlay custom graphic header and side, 3 arm lights, one 750 watt outlet, 1M counter. Graphics not included. Upgrades available via Freeman.

ITEM	UNITS	QUANTITY	COST
Indoor CANSEC Shell Scheme \$1,800 per 100 sq. ft. (10'x10')			\$
'B' TOTAL			\$

TURNKEY EXHIBIT OPTIONS

Please select all items that are applicable to you and complete the relevant shaded areas. **Exhibit space will not be confirmed until Exhibitor's membership is in good standing for 2020.** Options below include exhibition space.

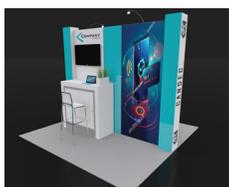


C FIRST-TIME EXHIBITOR PACKAGE \$5000 Order Before September 12, 2019 \$3,550 (29% savings)

A 50 sq. ft. – 5'x10' exhibition space which includes grey carpet, 3M Backwall Structure with black PVC inset graphics, overlay custom graphic header and side, one literature rack. Graphics not included. Upgrades available via Freeman Opportunity only available to companies participating in First-Time Zone.

ITEM	UNITS	QUANTITY	COST
First-Time Exhibitor Package \$3,550 per 50 sq. ft. (5'x10')	5'x10'		\$
'D' TOTAL			\$

Reserve by Sept. 12, 2019 to receive two complimentary passes to the 2020 CANSEC Evening Reception.



D INNOVATION HUB EXHIBITOR PACKAGE

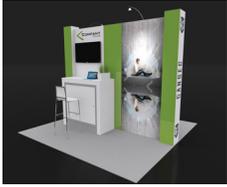
Prestige level Turnkey Kiosk including branded marketing wall and 42" monitor. Includes CADSI membership for current year. **This package is only available to Exhibitors not traditionally involved in the defence sector, nor previously a CADSI member.** Limited availability. First come first served.

ITEM	UNITS	QUANTITY	COST
Turnkey Kiosk \$4,175	6'x7'		\$
'E' TOTAL			\$

Reserve by Sept. 12, 2019 to receive two complimentary passes to the 2020 CANSEC Evening Reception.

CONSIDER SPONSORING CANSEC 2020

Contact CADSI for more information.



E CYBER LABS EXHIBITOR PACKAGE
 Prestige level Turnkey Kiosk including branded marketing wall and 42" monitor. **This package is only available to Exhibitors actively involved in Cyber Security.** Limited availability. First come first served.

ITEM	UNITS	QUANTITY	COST
Turnkey Kiosk \$3,675	6'x7'		\$
'E' TOTAL			\$

Reserve by Sept. 12, 2019 to receive two complimentary passes to the 2020 CANSEC Evening Reception.



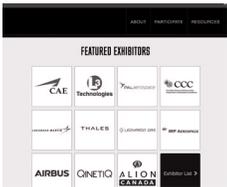
F PRIVATE BUSINESS MEETING SUITES (Minimum 100 sq. ft.- 10'x10')
 Private Business Meeting Suites include wall structure, door locks, table, eight seats and carpet. Options to customize meeting suites available. Additional items can be added at an extra cost to the Exhibitor.

ITEM	UNITS	QUANTITY	COST
Private Business Meeting Suites \$9,750 per 200 sq. ft. (10'x20')	10'x20'		\$
Private Business Meeting Suites \$5,750 per 100 sq. ft. (10'x10')	10'x10'		\$
'F' TOTAL			\$



G OUTDOOR EXHIBITION SPACE (Minimum 400 sq. ft.- 20'x20')
 Outdoor Exhibition Space will comprise outdoor space marked out to the required dimensions without display floor or utilities. These services are available through CANSEC's official show service contractor for a fee by Exhibitor.

ITEM	UNITS	QUANTITY	COST
Outdoor Exhibition Space \$4,900 per 400 sq. ft. (20'x20')	20'x20'		\$
Outdoor Exhibition Space with Indoor Space \$2,800 per 400 sq. ft. (20'x20')	20'x20'	sq. ft.	\$
Sharers' Fee \$750 per additional company - Sharing companies are required to be corporate members of CADSI	\$750	x _____ companies	\$
'H' TOTAL			\$



H VALUE ADDED SERVICES

ITEM	UNITS	QUANTITY	COST
Corporate Logo for Corporate Profile on CANSEC Website and App \$100		1	\$
Extra Profile Words \$25 100 words		1	\$
'I' TOTAL			\$

Notes:

* Please note that all designs and plans are subject to prior written approval by the Organizers.
 ** Permission to build double decker stands on divided sites is subject to agreement from the neighbouring stands within the block. The Organizers reserve the right to deny permission to build double-storey stands on divided sites.

A	+	B	+	C	
+		D	+	E	+
		F			=
+		G	+	H	
					\$
					SUBTOTAL
					+HST (13%)
					\$
TOTAL EXHIBIT SPACE, OPTIONS & VALUE ADDED SERVICES					\$

BOOTH SIZE AND LOCATION PREFERENCE

Final space assignment is made by Organizer, and is provided on the same unit basis regardless of location, configuration, or other conditions.

Configuration: _____ ft. X _____ ft. = _____ sq. ft.

Location Preferences:

Please indicate with booth number 1. _____ 2. _____ 3. _____

SPONSORSHIP OPPORTUNITIES

Please indicate if you are interested in the following opportunities:

Sponsorship at CANSEC Advertising

PREMIUM FRONT OF HOUSE



Premium Front of House Display Space

Expressions of interest with pricing will be entertained. Please contact CADSI.

Exhibitors may take advantage of very high profile non-exclusive front of house display spaces at CANSEC. Designed to compliment a Member's exhibit space, the Premium Front of House Display spaces are defined locations at or near the entry and primary attendee arrival circulation of CANSEC. They provide Exhibitors with a static, minimally staffed presentation area for defence and or security equipment and related Exhibitor branding or signage. These spaces provide delegates a memorable boulevard experience into CANSEC's primary registration.

Please contact a CADSI representative to discuss this exciting option.

I am interested in this opportunity.

MEMBERSHIP REPRESENTATIVE

Please check here if the company representative is the same individual as indicated on page 1.
This company representative will act as the primary contact for your membership; they will receive all correspondence related to the administration of the membership (i.e. membership renewal, membership outreach, etc.)

Title: Mr. Mrs. Ms. Other

Name

Job Title

Phone Number

Email Address

Street Address (if different from Head Office)

Canadian Business Number

2020 MEMBERSHIP CATEGORIES & FEES

MEMBERSHIP CATEGORIES	GLOBAL EMPLOYEES	ANNUAL MEMBERSHIP FEES
<input type="checkbox"/> Corporate - Category A	1-15	\$450.00
<input type="checkbox"/> Corporate - Category B	16-49	\$650.00
<input type="checkbox"/> Corporate - Category C	50-99	\$1,420.00
<input type="checkbox"/> Corporate - Category D	100-499	\$2,500.00
<input type="checkbox"/> Corporate - Category E	500+	\$5,000.00

CADSI fees are in Canadian dollars and payable to CADSI. All fees listed are exclusive of HST. The CADSI membership year is January 1st to December 31st (regardless of when you join).

ANNUAL MEMBERSHIP FEE \$

HST (13%) \$

TOTAL MEMBERSHIP FEE DUE \$

TERMS AND CONDITIONS OF PARTICIPATION IN EVENT

1. **DEFINITIONS.** Capitalized terms not otherwise defined in these Terms and Conditions have the meanings given to them in the Application.
2. **ACCEPTANCE BY ORGANIZER.** Exhibitor's participation in the Event is subject to Organizer's approval. Subject to cancellation or termination clause in section 5. Organizer makes no warranties regarding the number of persons who will attend the Event. Event dates, hours, and venue may be modified at any time by Organizer in its sole discretion.
3. **ASSIGNMENT AND USE OF SPACE.**
 - a. **License Grant and Benefits.** Organizer grants a license to Exhibitor to use the Space at the Event for Exhibitor to display its qualified products and services ("**Exhibit**"). The Total Space Fee includes use of the Space and any other benefits specified in the Exhibitor Services Manual ("**Manual**"), as amended from time to time. Exhibitor grants to Organizer a fully-paid right to use Exhibitor's name and logo in connection with the promotion and production of the Event. Exhibitor may use the Event name before and during the Event solely to promote its participation in the Event. This Agreement confers only a limited license by Organizer to Exhibitor to use the Space for exhibition purposes at the Event. It does not, and shall not be construed, interpreted or described in any way to, constitute an approval, endorsement or recommendation of Exhibitor or of its products or services, or in any manner to create an agency relationship between Organizer and Exhibitor.
 - b. **Space Assignment, Occupancy, Use, Installation and Dismantling.** Organizer will assign the Space to Exhibitor on a first come, first serve basis. Organizer may reassign or relocate the Space or alter Event layout or venue at any time. "**The Space is for Exhibitor's use only – for booth sharing, see exhibitor manual. Exhibitor may not sell, assign, sublease or charge admission for entry into any portion of the Space (including to an affiliated company).**" Corporate exhibits are intended to display Exhibitor's name and Exhibitor's logo of the approved member. Displaying other brands, teams, company names or logo's is not permitted without expressed permission from show organizer. Please refer to Exhibitor Manual for additional information. Exhibitor must fully occupy the Space, and must provide displays, equipment, etc., unless Organizer specifies otherwise. If Exhibitor fails to use all of the Space to the satisfaction of Organizer, Organizer may allot any vacant space as it may deem appropriate. The Space must be open to all participants for the duration of the Event hours. The Space must be adequately staffed for the duration of the Event hours. Any Exhibits supplied by Exhibitor must be constructed safely using sound engineering practices, and must be installed before and occupied during the Event. 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. Exhibitor agrees that all equipment, materials and devices, including sound and visual aids, will be operated in such manner and location as to cause no inconvenience to other exhibitors or to the public. Sound will be kept at a level to reach the immediate vicinity of the Space only, and Organizer reserves the right to remove or discontinue the use of anything contravening this Agreement. Organizer may refuse permission to exhibit any products or services Organizer deems objectionable or unsuitable for the Event. All activities outside the usual Exhibit activities (e.g. price draws, social gatherings, etc.) proposed by the Exhibitor within its Space must be presented to the Organizer for approval prior to the Event. At the Event, Exhibitor may not exchange goods or money without Organizer's prior written consent, nor assist any other party in soliciting business without Organizer's prior written consent. Exhibitor may order Food & Beverage through exclusive facility supplier only. Food & Beverage not supplied by exclusive facility supplier are not permitted at any time without expressed written consent of CADSI and facility. Exhibitor must dismantle the Exhibit in accordance with Organizer's schedule and the Space must be returned to Organizer in the same condition as it was in when Exhibitor took possession of it.
 - c. **Own Risk.** Exhibitor has sole responsibility for any loss of its equipment or proprietary information, or any other loss. Exhibitor agrees that Organizer assume no responsibility for representation or warranties given by Exhibitor to participants in regard to its products and services, or for transactions between Exhibitor and participants. Persons visiting, viewing, or otherwise participating in Exhibitor's Space are deemed the invitees or licensees of Exhibitor and not of Organizer.
 - d. **Exclusive Contractors.** Exhibitor agrees to use organizer exclusive or show service contractors, such as but not limited to, materials handling, drayage, forklifting, pallet jacks, rigging or temporary electrical, plumbing, internet connectivity or communications, or food and beverage. Exhibitors are required to use designated exclusive contractors to provide certain services ("Exclusive Contractors") and Exhibitor must then use only Exclusive Contractors for such services. Notwithstanding such designation, Exclusive Contractors and show service contractors listed in the Exhibitor Manual act solely as independent contractors, and Organizer is not responsible for their performance, acts, or omissions. Exhibitor is responsible for all costs associated with Exhibitor's Space, including Exclusive Contractor costs and additional demands for heat, power, lights or other utilities or services.
 - e. **Other Events and Marketing.** Exhibitor agrees that it may not use the Event or any other Organizer event to leverage any other event in which Exhibitor is a sponsor or participant. All media activities planned by the Exhibitor, including but not limited to press releases and media activities, during the Event or within the Space, must be submitted to the Organizer prior to implementation of any media activities.
 - f. **Other Event Payments.** Organizer may apply any payments made by Exhibitor under this Agreement to any obligation that is past due under any other event-related agreement between Exhibitor and Organizer, in which case Organizer will notify Exhibitor of such application.

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TERMS AND CONDITIONS OF PARTICIPATION IN EVENT

4. **COMPLIANCE WITH LAWS AND RULES/ INSURANCE.**
 - a. **Laws and Rules.** Exhibitor must comply with all applicable laws, regulations, and ordinances in connection with its participation in the Event, including but not limited to rules of the venue and any relevant labor union, construction of the Exhibit in compliance with the Accessibility for Ontarians with Disabilities Act, Occupational Health and Safety Act (Ontario) and Fire Protection and Prevention Act, 1997 (Ontario), and the terms, conditions, and rules issued by Organizer from time to time in connection with the Event and Exhibits. Exhibitor's conduct and the use of names and lists captured at the Event or provided by Organizer are subject to guidelines set forth in the Manual.
 - b. **Third Party Proprietary Rights.** Exhibitor will not violate any proprietary rights of third parties in connection with its participation in the Event, including but not limited to the performance, distribution, or posting of copyrighted material without a license, assignment or other legally effective permission.
 - c. **Taxes and Licenses.** Exhibitor is solely responsible for obtaining any licenses and permits, 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 acknowledges that neither the Organizer nor the venue of the Event maintains insurance covering Exhibitor's property. The Exhibitor shall obtain, and maintain in force, insurance with a reputable insurance company in connection with its presence at the Exhibition. Without limiting its obligation to take out insurance cover for such risks as it shall consider appropriate, the Exhibitor shall take out insurance including (without limitation) **Commercial General Liability** insurance for loss, damage or injury caused by the Exhibitor's negligence or default up to a **limit of not less than \$1 million** any one occurrence. The Exhibitor shall, on request by the Organizer, produce to the Organizer its insurance certificate(s). Exhibitor agrees to waive the right of subrogation of its insurance carrier against Organizer and the Event Providers to recover loss sustained for real and personal property.
 - e. **Conduct and Exhibit Approvals.** Exhibitor acknowledges and agrees to the Organizer's rules and policies pertaining to Conduct and approvals of Display/ Exhibit. Said rules, policies and approvals are outlined and amended from time to time in the Organizer's materials such as but not limited to Exhibitor Manual, association By-Laws and Membership Rules.
5. **CANCELLATION OR TERMINATION.**
 - a. **Cancellation.** Organizer may cancel all or any part of the Event for any reason, 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 portion of the Total Space Fee already paid to Organizer, after which Exhibitor will have no further recourse against Organizer. A change in the name of the Event does not constitute a cancellation by Organizer.
 - b. **Termination by Exhibitor.** Prior to September 13th, 2019, cancellations will be refunded less a ten percent (10%) administration fee plus HST. Between September 14th, 2019 and January 10th, 2020 cancellations will be refunded less a fifty percent (50%) administration fee plus HST. After January 11th, 2020, Exhibitor is responsible for one hundred percent (100%) Total Space Fee, including HST. Termination by Exhibitor must be in writing and will be effective upon receipt by Organizer. Exhibitor acknowledges the difficulty in determining a precise value for services rendered and expenses incurred by Organizer for the Event, and of ascertaining damages incurred by Organizer if Exhibitor terminates this Agreement or Exhibitor's participation in the Event and any amounts retained by Organizer are not to be deemed or construed as a forfeiture or penalty. In the event of termination, Organizer is entitled to enter into an exhibit space agreement for the Space with another party with no liability to account to Exhibitor and without relieving Exhibitor from payment of the Total Space Fee or any part thereof.
 - c. **Termination by Organizer.** Organizer may take possession of the Space and terminate Exhibitor's participation in the Event upon Exhibitor's failure to meet any obligations under the Agreement, including but not limited to Exhibitor's failure to pay for the Space or related services, set up its Exhibit, maintain all exhibited products in good working order, or staff the Space fully, in a timely manner or violate Organizer's standards of conduct set out in the Manual or in any other correspondence provided to the Exhibitor. Exhibitor will not be entitled to any refund of the Total Space Fee in the event of any such termination.
6. **ORGANIZER MATERIALS.** The Manual and any other methodologies or planning materials distributed to Exhibitor related to the planning or execution of the Event ("Organizer 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 Organizer Materials solely in connection with Exhibitor's participation in the Event. Exhibitor is responsible for obtaining the Manual from Organizer. Upon completion of the Event or earlier termination of this Agreement, Exhibitor promptly must return the Organizer Materials to Organizer upon Organizer's written request. Exhibitor may not use or sell lists of Event exhibitors or participants without Organizer's prior written permission.
7. **LIMITATION OF LIABILITY; INDEMNITY.**
 - a. Under no circumstances is organizer or the venue at which the event is held, including any of their respective parents, affiliates, shareholders, employees, agents, officers, directors, successors and assigns, (collectively the "event providers") liable for lost profits or other indirect, incidental, consequential, special or exemplary damages for any of their acts or omissions in connection with the event, whether arising in negligence, tort, statute, equity, contract (including fundamental breach), common law or any other cause of action, and 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

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Canadian Association
of Defence and Security
Industries (CADSI)

300-251 Laurier Ave. West
Ottawa, Ontario K1P 5J6

HST#: 134518042 RT 0001

TERMS AND CONDITIONS OF PARTICIPATION IN EVENT

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 the exhibitor from the show guide 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, bodily injury, damage to property or any other reason in connection with the event or any planning meetings, demonstrations or stagings.
- c. Exhibitor agrees to defend, indemnify and hold harmless the Event Providers and those persons at the Event from and against any claim, loss, liability, or damage suffered due to (i) Exhibitor's construction or maintenance of an unsafe Exhibit, (ii) the negligence or misconduct of Exhibitor, its agents, employees or representatives, or (iii) Exhibitor's breach of any obligations under this Agreement.
- d. Exhibitor acknowledges and agrees that the terms and conditions of this Agreement are subject and subordinate to the terms and conditions of Organizer's agreement with the venue at which the Event is held.
8. **Damage to Property.** Exhibitor is liable for any damage caused by exhibitor, exhibitor's agents, employees or representatives to building floors, walls or columns or to standard booth equipment, or to other exhibitor's property. Exhibitor may not apply paint, lacquer, adhesive or other coatings to building, floors or walls, or to standard booth equipment.
9. **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, and agrees to execute any additional release presented by Organizer, its licensees or representatives, in connection with such activity or 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 its designees from and waives all claims it or its employees or agents may possess, now or in the future, in connection with all activities contemplated by this paragraph 9, and specifically waives any statutory restriction on waivers of future claims or moral rights.
10. **Attendance.** Admission policies shall remain, at all times, the prerogative of CADSI, and may be revised or amended to suit unforeseen conditions.
11. **MISCELLANEOUS.** This Agreement 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 Agreement are not deemed waived except as specifically stated in writing and signed by an authorized representative. If any term of this Agreement is declared invalid or unenforceable, the remainder continues in full

force and effect. Organizer may assign this Agreement or its responsibilities to any other party. Organizer is entitled to recover reasonable attorneys' fees and costs in any action to enforce this Agreement. Exhibitor may not assign this Agreement to any other party, (which for the purposes of this Agreement includes a change in control of Exhibitor), without the prior written consent of Organizer, in which event Exhibitor must guarantee performance of the assigned obligations. This Agreement is binding upon the permitted heirs, successors, and assigns of Exhibitor.

12. GOVERNING LAW, JURISDICTION AND VENUE.

This Agreement shall be governed by and construed in accordance with the laws of the province of Ontario. The parties hereto agree that all actions or proceedings initiated by either party hereto and arising directly or indirectly out of this Agreement which are brought pursuant to judicial proceedings shall be litigated in a court located in the province of Ontario in Canada. The parties hereto expressly submit and consent in advance to such jurisdiction and agree that service of summons and complaint or other process or papers may be made by registered or certified mail addressed to the relevant party at the address to which notices are to be sent pursuant to this Agreement. The parties hereto waive any claim that a court located in the province of Ontario is an inconvenient forum or an improper forum based on lack of venue.

13. Outboarding Clause and Regulation

CADSI is the national voice of the defence and security industry and is the sole producer of CANSEC, Canada's largest global defence technology tradeshow and event. CANSEC is produced and managed by CADSI, a member based not for profit association headquartered in Ottawa, Ontario, Canada. CANSEC is a proven, professionally run tradeshow and event garnering a Canadian and world wide reputation as the premier defence and security event for its members, Armed Forces personnel, industry, government partners, academia and international delegations. CANSEC is attended by thousands of domestic and international delegates representing leaders in the defence industry, military, government, security services. Revenue generated through CADSI activities and specifically the CANSEC event is used to operate the association so it may perform key member functions critical in assisting industry meet its objectives.

CADSI does not promote nor permit Outboarding to occur on or in relation to any Association Event such as but not limited to CANSEC tradeshow and event and therefore, CADSI members are not permitted to engage in Outboarding activities. Organizer defines Outboarding as any unsanctioned exhibit, display, demonstration, event, or branded activation, whether by invitation or open invitation, taking place during CANSEC, on or in relation to or outside of the CANSEC official site without the expressed consent of CADSI. This includes activities taking place in a venue within the National Capital region of Ottawa such as convention centres, hotel suites, meeting rooms, ballrooms, restaurants, clubs, indoor arenas and outdoor grounds etc. Additionally, a member company is considered Outboarding if it has contracted space with CADSI while also contracting directly with

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Canadian Association
of Defence and Security
Industries (CADSI)

300-251 Laurier Ave. West
Ottawa, Ontario K1P 5J6

HST#: 134518042 RT 0001

TERMS AND CONDITIONS OF PARTICIPATION IN EVENT

another Ottawa venue for space for the purpose of conducting a like defence industry event. Outboarding negatively affects the goals of CADSI members and CANSEC delegates. As well, Outboarding negatively impacts the Association's ability to deliver on member objectives such as; providing essential industry research, input on standards and policy development & creation, industry marketing and promotion and a variety of activities designed and intended for the benefit of the entire defence and security industry.

CADSI and CANSEC's year over year success continues to provide a significant benefit to all members and participants. This is done so by attracting all facets of the defence and security community together in one professional environment allowing for unprecedented access and networking opportunities conducive for business growth. We encourage CADSI members and CANSEC exhibitors and delegates to host parties and special events to compliment CADSI's objectives and enhance the official CANSEC program without competition or conflict relating to exhibitors, delegates or schedule. Such events should strengthen a company's brand positioning within and while complimenting CANSEC. Such event shall not, however be held as stand-alone function and shall not compete for CADSI members and CANSEC delegates each of whom are making an investment in their brand activation while at the event.

In summary and to reiterate, CADSI and CANSEC does not permit Outboarding. Should it be determined a CADSI member in planning to engage or has engaged in Outboarding, CADSI reserves the right to sanction members and/or impose a restriction and/or impose a complete loss of membership or exhibiting privileges at CADSI's sole discretion.

14. ASSIGNMENT OF EXHIBITOR.

- a. **Exhibitor Licence.** Exhibitor grants to Organizer a non-exclusive, non-transferable, royalty-free, fully paid, limited, personal licence during the term of this Exhibit Contract & Membership Agreement to use Exhibitor's name and logos solely in connection with the promotion and production of CANSEC.
- b. **Organizer Licence.** Organizer grants to Exhibitor a non-exclusive, non-transferable, royalty-free, fully paid, limited, personal licence during the term of this Exhibit Contract & Membership Agreement to use Organizer's name and logo and the CANSEC name and logo solely to promote its participation in the CANSEC. Exhibitor agrees that such use will be in accordance with reasonable specifications and instructions Organizer provides to Exhibitor from time to time.
- c. **No Endorsement or Agency.** This Exhibit Contract & Membership Agreement Contract does not, and shall not be construed, interpreted, or described in any way to, constitute an approval, endorsement, or recommendation of Exhibitor or of its products or services, or create an agency relationship between Organizer and Exhibitor.
- d. **Other Events and Marketing.** Exhibitor will not use the CANSEC name or brand or any other Organizer name or brand to promote, market, or leverage any other Event in which Exhibitor is a participant. All media activities planned by Exhibitor and related to CANSEC, including but not limited to press releases

and media appearances, must be submitted to the Organizer prior to implementation or publication.

- e. **Other CANSEC Payments.** Organizer may apply any payments made by Exhibitor under this Exhibit Contract & Membership Agreement to any obligation that is past due under any other CANSEC-related Exhibit Contract & Membership Agreement Contract between Exhibitor and Organizer, in which case Organizer will notify Exhibitor of such application.

15. CONFIDENTIALITY.

- a. Each party agrees not to disclose the other party's confidential information to any other person. Without limiting the generality of the foregoing, the terms and conditions of this Exhibit Contract & Membership Agreement Contract are confidential information.
- b. The Manual (and other Organizer materials, such as, but not limited to, Organizer's terms of membership, by-laws or the like) and any other methodologies or planning materials distributed to Exhibitor related to the planning or execution of CANSEC ("**Organizer Materials**") are owned exclusively by and are confidential information of Organizer. Organizer grants to Exhibitor a non-transferable, non-exclusive licence, on an "as-is" basis, to use such Organizer Materials solely in connection with Exhibitor's participation in CANSEC. Exhibitor is responsible for obtaining the Manual from Organizer. Upon completion of CANSEC or earlier termination of this Exhibit Contract & Membership Agreement Contract, Exhibitor must promptly return the Organizer Materials to Organizer upon Organizer's written request. Exhibitor may not use or sell lists of CADSI members, CANSEC Exhibitors, exhibitors, or participants without Organizer's prior written permission.

16. PRIVACY.

- a. For the purposes of this Section, "**Personal Data**" means any information that can be used to identify, contact, or locate a person. Personal Data includes a person's name, address, email address, phone number, fax number, financial information, account numbers, and government-issue identification numbers. Personal Data also includes information associated or combined with Personal Data including a person's biometric information, internet protocol address, personal profile, and other unique identifiers.
- b. Each party will comply with all applicable privacy and data protection laws, rules, and regulations. Each party will use reasonable efforts to protect Personal Data from unauthorized use, access, or disclosure.

17. REPRESENTATIONS AND WARRANTIES.

- a. Exhibitor and Organizer each represent and warrant that
 - i. it has the full right and power to enter into and perform under this Exhibit Contract & Membership Agreement Contract;
 - ii. it has the full right to grant each of the rights granted to the other; and
 - iii. it and its representatives will comply with all applicable laws, rules, and regulations.



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