

1. Defined Terms

The term "Event" means G-FEST, currently scheduled to be held in summer of each calendar year ("Event Dates") the Hyatt Regency O'Hare ("Exhibit Facility"). The Event is owned, produced and managed by G-FEST. As used hereinafter, the term "Organizer" means, collectively, G-FEST, and each of its/their respective officers, directors, agents, affiliates, representatives, employees and assigns, unless context requires otherwise. The term "Exhibitor" means, collectively (i) the company, any other business entity, or person that applied for exhibit space rental and agreed to enter into this contract upon acceptance by Organizer in the manner stated below and (ii) each of its officers, directors, shareholders, employees, contractors, agents, representatives, and/or invitees, as applicable.

2. Contract Acceptance

This contract shall become binding and effective when it has been fully executed Exhibitor and Organizer.

3. Assumption of Risks; Releases

Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation or presence at the Event, including, without limitation, all risks of theft, harm, damage or injury to the person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. Exhibitor has responsibility for its property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage area, including without limitation any subrogation claims by its insurer). Neither Organizer nor the Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither Organizer nor the Exhibit Facility shall be liable and Exhibitor hereby fully and forever release and discharge the Organizer and the Exhibit Facility, individually and collectively, and their present and former officers, directors, shareholders, partners, affiliates, employees, agents, representatives and attorneys, and predecessors, assignees and successors of each of them, from all claims, actions, causes of action, demands, cross claims, counter-claims, obligations, contracts, indemnities, contributions, suits, debts, sums, accounts, controversies, rights, damages, costs, attorneys' fees, losses, expenses and liabilities whatsoever, in law, equity or otherwise (collectively "Claims") which either may now have or have had or which may hereafter accrue, individually, collectively or otherwise in connection with, relating to or arising out of Exhibitor's participation and/or presence in the Event. Exhibitor acknowledges that there is a possibility that subsequent to the execution of this contract, it will discover facts or incur or suffer claims that were unknown or unsuspected at the time this contract was executed, and which if known by it at that time may have materially affected its decision to execute this contract.

4. Indemnification

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

5. Limitation of Liability

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

6. Qualifications of Exhibitor

Organizer, in its sole discretion, shall have the right to determine whether a prospective Exhibitor is eligible to participate in the Event. Applicants who have not previously exhibited at a prior event held by Organizer may be required to submit a description of the nature of their business and items intended to be exhibited. Organizer reserves the right to restrict or remove any exhibit, which Organizer, in its sole discretion, believes, is objectionable, inappropriate or illegal.

7. Assignment of Space

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

8. Cancellation by Exhibitor

Exhibitors may cancel out of the Show at any given time upon written notification to Producer. Exhibitors who cancel exhibit space prior to January 1st, before convention year will receive 100% of monies paid, less \$50.00 for handling plus a 3% transaction fee. If notification is received after January 1st of convention year but before March 1st of convention year, 50% of the contracted amount is refundable and a \$50.00 handling plus a 3% transaction fee must be paid. If notification is received after March 1st of convention year 100% of the contracted amount is due and non-refundable. In the event of either full or partial cancellation by Exhibitors, Organizer reserves the right to resell or otherwise reassign canceled exhibit space. Producer shall be entitled to retain all payments due under the cancellation policy set forth above regardless of whether Producer resells or otherwise reassigns the canceled exhibit space.

9. Cancellation by Organizer

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

10. Care of Exhibit Facility

Exhibitor shall promptly pay for any and all damages to the Exhibit Facility or associated facilities, booth equipment or the property of others caused by Exhibitor. Exhibitor agrees that no food or drink may be sold by Exhibitor in the Exhibit Facility or otherwise. If Exhibitor gives away free samples of food or drink, Exhibitor will be bound by and will follow the Exhibit Facilities guidelines with regard to such samples. Organizer reserves the right to cause Exhibitor to immediately cease all distribution of food and drink, even free samples, at Organizer's sole discretion.

11. Taxes and Licenses

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

12. Copyrighted Materials

Exhibitors shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Event unless it has obtained all necessary rights / licences and paid all required royalties, fees or other payments. **No mechanically reproduced item bearing the likeness of any copyrighted or trademarked character that is not licensed for sale in either Japan or North America, nor any unauthorized/unlicensed copy of video material, may be**

sold or offered for sale. Exhibitor agrees to remove any materials at the discretion of the organizer or will forfeit his exhibit space without refund.

13. Observance of Laws

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

14. Additional Terms and Conditions

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

15. Exhibitor Service Guide

Approximately two months from the Event, Organizer will send an Exhibitor's Kit to the Primary Contact listed on this agreement. The Exhibitor's Kit will include information integral to participation at the Event, including but not limited to additional Exhibitor rules and regulations, official contractor order forms, registration, shipping and drayage, utilities and building services, Exhibitor display rules, and move-in, move-out schedules.

16. Incorporation of Rules and Regulations

Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this contract shall be subject to determination by Organizer in its sole discretion. Organizer may adopt rules or regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to Exhibitor. Any such rules and regulations (whether or not included in an Exhibitor's Kit or similar document) are an integral part of this contract and are incorporated herein by reference and shall have the full force and effect as if such rules and regulations are fully set forth herein. Exhibitor shall observe and abide by additional regulations made by Organizer as soon as these additional rules or regulations are communicated to Exhibitor. This contract (including the Exhibitor Service Guide and any additional rules or regulations adopted by Organizer from time to time) states the entire agreement of the parties with respect to the subject matter hereof.

17. Governing Law

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

18. Character of Displays

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

19. Exhibitor passes

The Exhibitor shall receive up to two (2) passes for the duration of the event. Quantity of passes will be dependent on the booth purchased. Additional passes may be purchased at the outlined price set forth in the previous details. The Exhibitor is entitled to purchase 1 additional pass per table purchased. Passes may not be shared and are not transferable.

20. Sound Advertisements and Excessive Noise

The use of devices for mechanical reproduction of sound or music is permitted, but must be controlled. Sound of any kind must not be projected outside of the exhibit booth. Exhibitors are specifically prohibited from employing any carnival-type attraction, animal or human, or from operating such noise-creating devices as bells, horns or megaphones. Organizer reserves the right to determine sound interference with others and Exhibitor shall comply with any request by Organizer to discontinue any such sound or music. Exhibitor shall not exceed a maximum noise level of 85 dbs in its exhibit space as determined by Organizer.

If Organizer, in its sole discretion, finds Exhibitor in violation of this policy, Organizer shall: (a) on first violation, give Exhibitor a verbal warning; (b) if a second violation occurs, give Exhibitor a written warning; and (c) if a third violation occurs, disconnect Exhibitor's power for the remainder of the show and Organizer shall not be liable for any refund or Exhibitor expense. If Organizer has disconnected Exhibitor's power under Section 23 above in a prior year or at a prior show, Organizer reserves the right to immediately disconnect Exhibitor's power for the remainder of the Show upon a single Exhibitor noise violation. Organizer may, at its sole discretion, require separate, binding agreements with noise policy violators to review and approve noise policy violators' exhibit space design and other related issues before noise policy violators are permitted to book space in future shows. The use of sound systems is permissible provided that the sound is directed into Exhibitor's exhibit space.

21. Grey Market Goods

Grey market goods, also known as bootleg merchandise, shall mean all unlicensed products and reproductions of any kind including but not limited to toys, costumes, garments, accessories, and all products containing trademarked properties that are not authorized for sale by the Organizer. **Grey Market Goods are NOT permitted for sale under any circumstances.** If a booth or Exhibitor is caught offering Grey Market Goods for sale, the Exhibitor and any persons associated with the Exhibitor or otherwise connected with the sale or exploitation of Grey Market Goods must leave the Exhibit Facility immediately and will not be permitted to return to the Event for a period of not less than three (3) years.

G-FEST is a family-friendly show. No pornographic, vulgar, violent, or weapons-related materials of any kind will be allowed in the exhibit area.

22. Weapons and Adult Material

The Exhibitor agrees that no weapon or adult material shall be displayed or for sale. Organizer reserves the right to cause Exhibitor to immediately remove all weapons and adult materials from the Exhibit Facility at Organizer's sole discretion. The Organizer reserves the right to require the immediate removal of any Exhibitor that fails to comply with the provision of this Agreement.

23. Rights of Offset; Enforcement

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

TERMS AND CONDITIONS ARE SUBJECT TO CHANGE WITHOUT PRIOR NOTICE