



STAKEHOLDER TERMS AND CONDITIONS

1. Definitions: the capital terms used in these ‘Terms and Conditions’ shall have the following meaning:

“Authorities” shall mean any local government agency having jurisdiction in connection with the EVIS America 2026 Toledo Conference and over the Conference Venue.

“Contract” shall mean the Contract for Participation entered between the Organizer and the Exhibitor, or Partner (referred to as “Stakeholder”) which incorporates these Terms and Conditions and all Rules and Regulations of the Conference provided to participants.

“EVIS” and “Conference” means Electric Vehicle Innovation Summit (EVIS2026) in Toledo, Ohio USA from November 3-5, 2026.

“Stakeholder” means any business, company organization, partnership or individual (including any of its officers, directors, shareholders, employees, contractors, agents, or representatives) that enters the Contract and to whom space or benefits are allocated.

“Stakeholder Resources” shall mean the information prepared by the Organizers with practical aspects of the Event itself and Conference Venue that must be compiled and followed by all participants.

“Stakeholder Rules” means the rules and regulations in connection with participation in the EVIS America and rules and regulations applied by Glass City Center, Toledo, USA in connection with the Conference Venue.

“Conference Venue” means Glass City Center, Toledo, Ohio, USA. Exhibitor Halls A, B & C, Jefferson Conference Rooms 1 & 2, Jefferson Meeting Rooms D, E, F & G.

“Organizer” means **Leading Events (LE)**, its officers, directors, agents, affiliates, representatives, employees, or assigns, unless the context requires otherwise.

“Co-Organizer” means **Tradeshow Logic (TL)** and **Nirvana Events & Exhibitions**, its officers, directors, agents, affiliates, representatives, or assigns, unless the context requires otherwise.

“Participation Fee” means collectively the Stakeholder fee as contracted by the participating company.

“Space” shall mean a specific floor area at the Conference venue contracted by and allotted to Company and does not include space outside of the area contracted.

“Properties” shall mean any tangible or intangible asset that is owned by an individual, group, or entity and is capable of being possessed or controlled.

- 2. Contract Acceptance:** All participating companies must complete, sign and return the Contract for Participation to the Organizer. By signing the Contract, the Stakeholder accepts these Terms and Conditions and is contractually and financially liable based on cancellation terms outlined.
- 3. Qualification:** Organizer reserves the right to determine eligibility of the Company for inclusion in the EVIS America prior to, or after, execution of the Contract. Products and services displayed must be industry related; and that are intended for and generally used in a manner that conform to all applicable laws or regulations. No other products will be displayed. No company shall display any product or display or distribute advertisements for a product which infringes any trademark, copyright or patent of a third party. Product comparisons using product or written materials of companies other than the contracted company are prohibited. Organizer, in its sole judgment, will determine the appropriateness of products showcased, and reserves the right to prohibit display or advertisement of products which are in violation of Rules including the aforesaid or which do not meet the Event’s objectives. EVIS America 2026, Toledo, Ohio, USA is a business-to-business trade event and retail sales are not allowed in the Conference Venue. Organizer reserves the right to reject applications for companies whose intent is to sell individual products for retail use or consumption.
- 4. Exhibit Space Assignment:** The Organizer will attempt to accommodate requests for specific exhibit space locations; however, no guarantees can be made regarding specific locations requested. Stakeholder acknowledges that this Contract is not issued for a specific location, but rather for the right to participate. The method of determining space allotments shall be established by the Organizers and may be changed from time to time without notice to Stakeholders to accommodate what Organizers perceive in the best interest of the Conference.
- 5. Use of Space:** Stakeholders may not assign, sell its rights, sublet, share, or apportion the whole or any part of the space allotted, or have representatives, products, equipment, signs, or printed materials from other than its own company in the assigned space without the prior written consent of the Organizer.
- 6. Payment Terms:** Contracts submitted prior to April 30, 2026, require a 50% non-refundable deposit of the Participation Fee. The remaining 50% of the Participation Fee must be paid in full by May 1, 2026. If full payment is not received by May 1, 2026, Organizer has the right to cancel the contract and release all space and/or benefits for resale and will retain the 50% non-refundable deposit. Contracts received after April 30, 2026, require full (100%) payment.
- 7. Breach-Non-Payment:** In no circumstances will a Stakeholder be permitted to occupy a space or receive benefits if the participation fee has not been paid in full based on the payment terms and dates outlined. If the Stakeholder fails to make payments on due dates, the Organizer shall be entitled to terminate the Contract without the need of further notice or a judicial process and shall be entitled to forfeit amounts previously paid by the Company on account of pre-determined liquidated damages. Upon termination of the Contract, the Organizer shall be entitled to release the space or benefits to make it available to other interested parties who are ready to commit with full payment. The aforesaid default may impact the Stakeholder’s ability to participate in future editions of the Conference.
- 8. Cancellation of Participation:** For cancellations made prior to April 30, 2026, the 50% non-refundable deposit of the Participation Fee will be retained. If more than 50% of the total of the Participation Fee has been paid, a refund will be issued for the portion of the payment exceeding the 50% deposit. For cancellations made after April 30, 2026, 100% of the total of the Participation Fee amount will be retained and the Stakeholder shall remain financially liable to pay the Participation Fee in full.

- 9. Changes or Reductions in Participation:** For reductions made in writing prior to April 30, 2026, companies may reduce up to 50% of the originally contracted participation without financial penalty. For reductions made in writing after April 30, 2026, company will remain financially liable for 100% of the originally contracted participation.
- 10. Organizer Right to Cancel the Conference:** The Organizer shall have the right to abandon or cancel the Conference in whole or in part for any reason including due to circumstances beyond the reasonable control of the Organizer (such as acts of God, act of war, governmental emergency, labor strike or unavailability of the exhibit facility). The decision of Organizer in this regard shall be final. In event of the cancellation of the Conference, the Organizer shall refund to each Stakeholder the Participation Fee previously paid, minus a share of costs and expenses incurred in full satisfaction of all liabilities. In the event of cancellation of the Conference, Stakeholder acknowledges that the Organizer shall not be further responsible in respect of any actions, claims, losses (including consequential losses), costs, or expenses which may be brought against or suffered or incurred by the Stakeholder as the result of cancellation of the Conference.
- 11. Organizer Right to Terminate the Contract:** If the Stakeholder fails to observe or perform any of the provisions of the Contract, the Organizer shall have the right to terminate the Contract forthwith by notice in writing without the need of a judicial process or judicial order. In such event the properties of the Stakeholder shall be removed from the Conference Venue at a time to be stated by the Organizer and thereafter such the Company shall not be entitled to access the Conference Venue. The Organizer shall be entitled, if necessary, to remove and deliver such property (at the expense of the Stakeholder) to the address stated in the Contract. All monies paid by the Stakeholder shall be forfeited to and retained by the Organizer as a pre-agreed liquidated damage in respect of all costs, losses, damages, or expenses (including any consequential loss or damage or any reasonable legal fees) incurred.
- 12. Networking Station Inclusions:** Stakeholder agrees to abide by display and construction guidelines published by Organizer and included in the resources provided. Stakeholder must remain within the confines of their own space and shall not be permitted to erect signs or display products in such a manner as to obstruct the view, occasion injury, or disadvantageously affect other Stakeholders.
- 13. Displays and Activities:** The aisles remain strictly under the control of Organizer and no signs, decorations, banners, or advertising material will be permitted. All advertising distribution must be made from the Stakeholder's Exhibit Space. Display or demonstration of items outside the Exhibit Space is only permitted based on the regulations outlined in Clause 15 "Conflicting Events" of the EVIS America 2026 Toledo, Ohio, USA Terms and Conditions. Any permitted food and beverage must be procured through the Conference Venue's exclusive vendor. All Stakeholders shall only display products or services which they represent and will do so in an orderly manner as determined by Organizers in its sole discretion. Signs or other materials being displayed must be confined to the assigned space and be a maximum of 8' high. The back of signs must be clean and not unsightly. Stickers are prohibited in the exhibit area. (Handouts with gummed backing that adhere or cause adhesion are considered stickers.) Stakeholders are specifically prohibited from employing any carnival-type attraction, animal or human.
- 14. Sound Devices:** Sound of any kind must not be projected outside of space and may not exceed 85 decibels. Stakeholders are prohibited from operating such noise creating devices as bells, horns, or megaphones.
- 15. Conflicting Events:** Stakeholders agree not to extend invitations, call meetings, host hospitality events, or otherwise encourage the absence of industry professionals during the hours of all conference activities and official evening events. All requests for meeting rooms, hotel suites and special function rooms must be approved by the Organizer. If participation in the event is

cancelled, the permission to use any approved meeting rooms, hotel suites or special function rooms is no longer valid.

- 16. Listing and Promotional Materials:** By participating in the Conference, Stakeholders grant Organizer fully paid, perpetual non-exclusive license to use, display and reproduce the name, logo and contact information of the Stakeholders in any online or onsite directory listing and to use such names and logos in promotional materials. Organizer shall not be liable for any errors in any listing or descriptions or for omitting any Stakeholders from the directory of other lists or materials. Stakeholders may not use the Organizer's corporate logo but, with permission, may use the Conference logos and banners (EVIS®) only to indicate their status as a Participant at the Conference and not to imply any endorsement by the Organizer. These logos and banners remain the property of the Organizer, and no commercial use of any kind (including but not by way of limitation) the use on or by websites, smartphone, or tablet applications, may be made using such EVIS® Logos and banners in any circumstance without the prior written consent of the Organizer.
- 17. Copyrighted Materials:** Stakeholders shall not play or permit the playing or performance of, or distribution of any copyrighted materials of a third part at the Conference unless it has obtained all necessary rights and paid all required royalties, fees or other payment in connection therewith. Stakeholders shall indemnify the Organizer to fullest extent in case of any claims raise against the Organizer by a third party on account of use of any third party's intellectual properties.
- 18. Safety, Fire and Health:** Stakeholders must be conversant with all the applicable laws dealing with safety, fire, and health and must always comply with them. A full listing of fire, safety and health regulations will be included in participant resources.
- 19. Contractor Services:** The Organizer has contracted with official contractors to provide both exclusive and non-exclusive services at the Conference. Whilst Stakeholders may utilize contractors of their selection for services at the Conference within certain guidelines, contractors other than official contractors may not be solicited by the Stakeholders to provide products or services at Conference. In addition, exclusive services provided by Glass City Center, Toledo, Ohio, USA, such as utilities, are the only vendors allowed for that service and must be utilized by the Stakeholder, if needed. A complete listing of official exclusive and non-exclusive contractors and guidelines is provided in the Stakeholder Resources.
- 20. Stakeholder Representatives:** Representatives of the Stakeholder are limited to personnel employed by the Stakeholder listed on the Contract and its named participants who have been deemed appropriate and representative.
- 21. Care of Conference Venue:** Stakeholders must comply with Conference Rules which include the rules and regulations applied by Glass City Center, Toledo, Ohio, USA to use the space and shall be liable to pay for any and all damage to the Conference Venue, equipment or the property of others caused by the Stakeholder and of its employees, agents, contractors or representatives.
- 22. Licenses:** Stakeholder shall be solely responsible for obtaining any licenses, permits or approvals under Federal or local law applicable to its activities at the Conference from the concerned Authorities. It is understood and agreed that this Contract constitutes a non-assignable license and privilege only and is not, under any circumstances, intended to constitute a lease or any other conveyance of real property, a partnership, employment agreement or joint venture between the parties.
- 23. Compliance with Laws and Regulations:** Stakeholder shall comply with all applicable laws and obtain all necessary permits, licenses, visas, authorizations, or other documentation relevant to the performance of the Contract and relevant to the Conference. Stakeholder shall abide by any applicable work rules and the regulations of the State of Ohio.

- 24. Use of Certain Property:** Stakeholder will assume all costs arising from the use of patented, trademarked, or franchised materials, devices, processes or dramatic rights used on or incorporated in the company's space or promotions. Stakeholder shall indemnify, defend and hold harmless Leading Events (LE), Co-Organizers (**Tradeshow Logic (TL)** and **Nirvana Events & Exhibitions**, the City and their officers, directors, members, agents and employees from and against all claims, demands, suits, liability, damages, losses, costs, attorneys' fees and expenses of whatever kind or nature, which might result from or arise out of use of any such material(s) described above.
- 25. Insurance and Liability:** All Stakeholders participating in EVIS America 2026, Toledo, Ohio, USA are required to carry insurance that adequately covers their company and its property from theft, public liability, product liability, property damage, personal injury, and other loss or liability that may be incurred at or in connection with the EVIS America 2026 Conference. Stakeholders are required to obtain a general public liability insurance in the amount of one million dollars (\$1,000,000) per occurrence. Leading Events (LE) must be listed as the certificate holder and Tradeshow Logic and the Glass City Center must be named as additional insureds on the general liability policy. The dates of coverage on the policy must include November 2, 2026 – November 6, 2026. Such insurance must be issued by an insurance company with an A.M. Best rating of A- or higher and shall include coverage of the indemnification obligations of the company under these rules and regulations. Each company is also required to carry workers compensation protecting employees in accordance with the laws of the state in which the Conference is being held. Nothing in this paragraph shall limit the amount of liability a Stakeholder may be responsible for.
- 26. Indemnification:** Stakeholder hereby assumes responsibility for and agrees to indemnify, defend and hold harmless the Organizer, Glass City Center, their respective officers, directors, employees, agents, members, agents, successors and assigns ("Indemnitee") from and against any loss, damage, claim, liability, and expenses (including attorneys' fees), including personal injury or property damage or loss, arising directly out of the negligence, gross negligence or willful misconduct of Stakeholder, its employees, agents, or contractors. Stakeholder is not responsible to an Indemnitee for the Indemnitee's gross negligence or willful misconduct. The terms of this provision shall survive the termination or expiration of this Agreement.
- 27. Stakeholder Resources:** Approximately 90 days before the Conference, a link to the online Stakeholder Resources will be sent to the "Primary Contact" listed on the Contract. The Stakeholder Resources will include information integral to participation, including but not limited to: additional Rules and Regulations, official contractor order forms, registration, shipping and drayage, Conference Rules, utilities and building services, decorator, audio/visual, display rules and move-in / move-out schedules and insurance information.
- 28. Right to Offset:** The Organizer shall have the right to offset the amount of any obligation due and owing by the Stakeholder to Organizer against any amounts due and owing by the Organizer to the Stakeholder whether under this Contract or any other written agreement between Organizer and the Exhibitor.
- 29. Interest and Collection Fees:** without prejudice to any other right of the Organized under this Contract or under the Law, any Stakeholder that does not meet all financial obligations when due will be responsible for all outstanding debts, interest at one and one-half percent (1.5%) per month, and any fees (including attorneys' fees and/or collection fees of not less than 25% of the remaining balance due) that Organizer incurs to recover the debt. If the above interest amount, attorney's fees and/or collection fees exceed the limits allowed by applicable laws, then the maximum interest and such fees as allowed by such laws shall be paid to Organizer by the Stakeholder.
- 30. Consent to Use of Photographic Images:** Registration and attendance at or participation in the Conference activities constitutes an agreement by the Stakeholders or other delegates to

Organizer's use and distribution (both now and in the future) of the registrant or delegates' image or voice in photographs, videotapes, electronic reproductions, or audiotapes of such events and activities.

- 31. Limitation of Liability:** In no event shall Glass City Center, Organizer, and their owners, managers, officers or directors, agents, employees, independent contractors, subsidiaries and affiliates (collectively "Leading Events parties") be liable to the Stakeholder or any third party hired by or otherwise engaged by the Stakeholder for any lost profits or any other direct or indirect, special, punitive, exemplary, incidental or consequential damages, including attorneys' fees and costs, arising out of this application and contract or connected in any way with use of or inability to use the services outlined in this application and contract or for any claim by Stakeholder, even if any of the organizer's parties have been advised, are on notice, and/or should have been aware of the possibility of such damages. Stakeholder agrees that organizer's sole and maximum liability, where applies, to Stakeholder regardless of the circumstances shall be the refund of the participation fee, to the extent provided in these conditions.
- 32. Additional Conditions:** In case a matter pertaining to the Conference or EVIS America is not specifically covered by this Contract, these Terms and Conditions or the Stakeholder Rules, the Organizer shall, acting reasonably, have the absolute right to make further Terms and Conditions appropriate to the circumstances.
- 33. Governing Law and Dispute Resolution:** This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia and the parties expressly submit to its jurisdiction and to the jurisdiction and venue of the State of Georgia, Cobb County USA
- 34. Data Collection:** By signing this space application and contract, the Stakeholder authorizes Show Organizer to request and receive the company's ordering data for services from official show contractors, for use in obtaining customer service insights about show services.