

<b>CONTACT INFORMATION</b> (As i	t should appear in publicatic	on materials)			
Organization Name:	ganization Name:Signage Name:				
Address:					
Phone:					
Email:	Website	:			
EBAA Member: Y N					
EXHIBIT SPACE					
Exhibit space sold in 9sqm increments. All EBACE pricing is inclusive of VAT. *Discounted pricing available through 8 January 2025.		Price/sqm	Total sqm Requested	Total	
PRIORITY ONE EXHIBITORS* (over 180sqm)		€ 478.75			
PREMIUM PLACEMENT (only avail-	able for exhibitors under 180 sqm	through 8 January 2025)			
	Raw Space (36sqm-180sqm)	€ 645.50			
	Inline Raw Space (3sqm - 9sqm) Exhibitors must provide their ow hard walls.				
	Shell-Scheme Space	€ 754.25			
	(3sqm - 9 sqm)	€ 734.23			
STANDARD PLACEMENT* (only fo	r exhibitors under 180sqm)				
	Raw Space (36sqm-180sqm)	€ 478.75			
	Inline Raw Space (3sqm - 9sqm) Exhibitors must provide their ov hard walls.				
	Shell-Scheme Space (3sqm - 9sqm)	€ 567			
FIRST-TIME EXHIBITOR PAVILION (Maximum of 1 unit per company.)		y.) <b>€ 4,290.25/unit</b>			
AIRCRAFT DISPLAY		€ 60.50			
CO-EXHIBITORS		€ 715			
ONLINE DIRECTORY UPGRAD	ES	Subtotal:			
☐ Gold Package	€ 475	•	Indoor Space:		
☐ Diamond Package	€ 950		Aircraft Display: Online Upgrades: Total due to EBACE:		
☐ Product Spotlight Sponsorship**	€ 1,425	, 0			
☐ Product Category Sponsorship**	€ 1,425	Total due to EBACE:	Total due to EBACE		
☐ Online Hall Sponsorship**	€ 3,330	PAYMENT			
☐ Directory Partner Sponsorship**	€ 3,807		Payment for EBACE will be accepted by ACH, wire or credit card. Payment details will be included on invoice which will be sent to		
** Limited opportunities available.		contact once application has been	contact once application has been accepted.		
		Note: Credit card payments are s	ubject to a 3% process	ing fee.	
RETURN COMPLETED FORM T	O: EBACE Exhibits Team - eba	aceexhibits@wearemci.com			
Print Name	Title	Authorized Company Signatu	re Do	ate	

By signing the space application, I acknowledge that I have fully read, understand, and agree to abide by the official Terms and Conditions, as well as all EBACE exhibitor rules and regulations, and all materials set forth herein.

## Exhibitor Contract Terms & Conditions - EBACE25

The EBAA Business Aviation Convention & Exhibition (EBACE25) ("Event") is produced by the European Business Aviation Association ("Show Management"). The Event is scheduled to be held at at Palexpo and the Geneva Airport on 20–22 May 2025. "Exhibitor" means, collectively, the entity that is applying to exhibit at the Event, the authorized representative ("Representative") of that entity who is executing this contract on its behalf and, where applicable, that entity's officers, employees, contractors, and agents.

- 1. Effectiveness. This contract becomes binding once Exhibitor's application has been accepted by Show Management. Show Management reserves the right to reject applications with or without cause if in the best interests of the Event.
- 2. Membership; Eligibility. Exhibitor shall maintain membership with EBAA during the entire period from application through the Event. If Exhibitor fails to maintain membership, Show Management may consider Exhibitor to have canceled its space in accordance with section 4. Exhibitor shall only exhibit or promote products or services that pertain to the business aviation industry.
- 3. Exhibit Space Assignment. Upon acceptance by Show Management, Exhibitor will be assigned exhibit space in accordance with the procedures established by Show Management. Exhibitor will not be assigned space until all fees due under this contract have been received and Exhibitor has no outstanding obligations to Show Management. Show Management may modify or relocate Exhibitor's space at any time if in the best interests of the Event. Exhibitor acknowledges that this contract, including its cancellation provisions, will remain effective even if Show Management exercises its right to modify or relocate Exhibitor's space.
- 4. Cancellation. Requests to cancel or reduce space from Exhibitor must be submitted in writing. The parties acknowledge that the actual damages likely to result from Exhibitor's cancellation or space reduction are difficult to estimate on the date of this contract and would be difficult for Show Management to prove. Therefore, the parties intend that Exhibitor will remain liable for the original exhibit fee amount as liquidated and agreed upon damages and not as a penalty.
- 5. Badge Registration. Show Management will define the "Official Hours," during which all individuals attending the Event must be registered and in possession of a valid Event badge. Upon full payment of all fees due under this contract, Exhibitor will receive an allotment of complimentary registrations as specified by Show Management. Complimentary registrations may be used to register Exhibitor's officers, employees, contractors, agents or guests. Additional registrations may be purchased at a fee determined by Show Management. Show Management may require individuals to acknowledge show policies to obtain an Event badge. Event badges are not transferable.
- 6. Directory; Publicity; Data Protection. Show Management may list Exhibitor's name, trade names, product names and Representative's name and contact details in any directory or

- other promotional materials. Show Management will not be liable for any errors in any listing or materials or for omitting Exhibitor from the directory or other materials. Show Management and its partners may photograph or otherwise record any aspects of the Event, including Exhibitor's space, booth, aircraft and personnel, and use such photographs or recordings for any purpose without further notification. Exhibitor acknowledges that Show Management's policies on data protection are available at https://ebace. aero/privacy-policy/. Such policies are an integral part of this contract and are incorporated herein by reference. Personal information shared with Show Management will be processed and retained in compliance with these policies. Exhibitor shall only provide personal information to Show Management for individuals for whom Exhibitor has obtained consent.
- 7. Sharing; Assignment. Exhibitor shall not assign, share or sublet its assigned space without the written consent of Show Management. Show Management may allow Exhibitor to share its space with another entity (that entity, a "Co-Exhibitor") if: (1) Co-Exhibitor meets any requirements of Show Management, including those regarding membership; (2) Exhibitor and Co-Exhibitor each complete any required forms and pay the applicable fee; and (3) Exhibitor and Co-Exhibitor have an established business relationship.
- 8. Exhibit Space Operation. Exhibitor shall install and occupy its space in accordance with the rules and timeline specified in the Exhibitor Service Kit. Exhibitor's aircraft, if any, must comply with the arrival and departures procedures and timeline adopted by Show Management. Exhibits must be designed and operated in a professional manner that respects the rights of other exhibitors and attendees, provides access to all individuals, and does not conflict with reasonable standards of decorum. All booths, display materials and demonstrations must be confined within Exhibitor's space and must not interfere with aisle traffic at any time. Direct selling at either Facility is strictly prohibited. Exhibitor shall obtain the written permission of Show Management and Facility before performing any activity that may conflict with Facility's insurance policy. Exhibitor shall not distribute any advertising or promotional materials at the Event, except from Exhibitor's space or with the written consent of Show Management. Exhibitor shall obtain any necessary rights prior to playing, performing or displaying any work protected by copyright.
- 9. Harassment Policy. Show Management is committed to fostering a welcoming and inclusive environment at its events and throughout the business aviation community. All participants at the Event must refrain from harassing behavior and speech. Show Management may remove individuals found to be violating this policy from the Event (without a refund) and prohibit such individuals from attending future events hosted by Show Management.
- 10. Compliance with Laws; Facility Regulations. Exhibitor shall comply with all national, state and local laws and all rules and regulations of each Facility, including any union labor work rules and fire and safety regulations. Exhibitor shall obtain

- all permits and approvals required to exhibit at the Event and is responsible for all taxes related to its activities at the Event.
- 11. Exclusive Services. Show Management and each Facility have designated official contractors to perform certain services for Exhibitor (those services, as listed in the Exhibitor Service Kit, "Exclusive Services"). Exhibitor shall not use any other contractors to perform Exclusive Services.
- 12. Exhibitor Appointed Contractors. Exhibitor may use a contractor not listed in the Exhibitor Service Kit (an "EAC") if: (1) the service to be performed by the EAC is not an Exclusive Service; (2) Exhibitor designates the EAC as their service provider as specified by Show Management; (3) the EAC submits to Show Management a completed Exhibitor Appointed Contractor agreement, agreeing to all the terms thereof, including insurance and indemnification requirements; and (4) the EAC has been approved by Facility, where applicable. Exhibitor is responsible for ensuring these requirements have been met. Show Management may deny an EAC access to the Event when these requirements have not been met or when in the best interests of the Event. Show Management will not be responsible for any lost profits or any damages of Exhibitor that result. Each EAC may be required to provide evidence of compliance with insurance requirements and must agree to EBACE EAC rules and regulations.
- 13. Children. Exhibitor acknowledges that children under 12 are prohibited from attending the Event and that children ages 12 to 17 may attend the Event (1) only during Official Hours and (2) only if they (i) register and pay appropriate fees and (ii) are accompanied by an adult at all times
- 14. Insurance Requirements for Exhibitor With Aircraft. If Exhibitor will display one or more aircraft within its exhibit space, then the terms of this section will apply. Exhibitor shall maintain the following during the entire Event, including move-in and move-out periods: commercial general liability insurance, including broad form contractual liability coverage, with limits of at least \$5,000,000 per occurrence, combined single limit for bodily injury and property damage, at least \$2,000,000 for products-completed operations aggregate, at least \$1,000,000 for personal and advertising injuries, and at least \$100,000 for damage to premises rented to you; aircraft liability insurance, including premises liability, with limits of at least \$5,000,000 combined single limit, per occurrence, for bodily injury and property damage including passengers; aircraft hull (all risk) insurance for the full replacement value of the aircraft; workers' compensation insurance in accordance with statutory limits and employers' liability with limits of at least \$1,000,000 per accident; and if Exhibitor will own or operate any motor vehicles at any Facility, automobile liability insurance with limits in an amount adequate to cover all of Exhibitor's motor vehicles at the Facilities but not less than \$1,000,000. All insurance must be primary and non-contributory to any other insurance coverage, and Exhibitor shall obtain a waiver of subrogation on each policy in favor of the additional insured parties. European Business Aviation Association (EBAA),

any designated event facilities, and contractors must each be named as additional insured on the liability insurance policies to the limits of each policy, even if those limits are in excess of the requirements of this section. The Exhibitor Service Kit may contain additional insurance requirements. Exhibitor shall furnish evidence of insurance coverage meeting the requirements of this section as requested by Show Management. Exhibitor acknowledges that the requirements of this section in no way limit the liability of Exhibitor. Additional insurance requirements may be required if Exhibitor has any aircraft towed to the event facility.

15. Insurance Requirements for Exhibitor Without Aircraft. If Exhibitor will not display any aircraft within its exhibit space, then the terms of this section will apply. Exhibitor shall maintain the following during the entire Event, including move-in and move-out periods: commercial general liability insurance, including broad form contractual liability coverage, with limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate, combined single limit for bodily injury and property damage, at least \$2,000,000 for products-completed operations aggregate, at least \$1,000,000 for personal and advertising injuries, and at least \$100,000 for damage to premises rented to you; workers' compensation and employers' liability insurance in accordance with statutory limits; and if Exhibitor will own or operate any motor vehicles at any Facility, automobile liability insurance with limits in an amount adequate to cover all of Exhibitor's motor vehicles at Facility but not less than \$1,000,000. All insurance must be primary and non-contributory to any other insurance coverage, and Exhibitor shall obtain a waiver of subrogation on each policy in favor of the additional insured parties. European Business Aviation Association (EBAA) and any designated event facilities and contractors must each be named as additional insured on the commercial general liability and automobile liability insurance. The Exhibitor Service Kit may contain additional insurance requirements. Evidence of insurance meeting the requirements of this section must be furnished to Show Management upon request and must be available at the Facility during the Event. Exhibitor acknowledges that the requirements of this section in no way limit the liability of Exhibitor.

16. Indemnification; Assumption of Risk. Exhibitor shall indemnify Show Management and each Facility, and their parent and subsidiary companies, shareholders, officers, employees, agents and contractors (collectively, the "Indemnified Parties"), against all losses, damages, claims, demands, actions, penalties, judgments and liabilities (including court costs and reasonable attorneys' fees) (collectively, "Claims") that arise from any acts or omissions of Exhibitor or any of Exhibitor's EACs related to the Event, including, without limitation, any activities they may be conducting at the Event (regardless of whether the activities are at a Facility), or from any breach by Exhibitor of any term of this contract. Exhibitor assumes full responsibility for any risk of bodily injury, death or property damage or loss arising out of or related to Exhibitor's participation at the Event, whether caused by negligence, intentional act or otherwise. The parties intend that this indemnification and assumption of risk be construed as broadly as permitted by law.

- 17. COVID-19. Exhibitor acknowledges that COVID-19 has been declared a worldwide pandemic by the World Health Organization, is extremely contagious and is thought to spread mainly through close contact from person-toperson. Show Management cannot guarantee that Exhibitor's personnel and guests will not become infected with COVID-19 at the Event. Exhibitor shall indemnify the Indemnified Parties against all Claims by Exhibitor's personnel and guests registered by Exhibitor arising out of or related to infection with COVID-19, whether before, during or after attendance at the Event. Show Management may require individuals registered by Exhibitor to acknowledge the risks of COVID-19 infection and waive liability prior to participation at the Event. Exhibitor shall comply with all health and safety protocols implemented by Show Management and each Facility.
- 18. Waiver of Liability. Under no circumstances will Show Management be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages of Exhibitor, regardless of whether such losses or damages were foreseeable or Show Management was informed of the possibility of such losses or damages. The maximum liability of Show Management under any circumstances will not exceed the exhibit fee actually paid by Exhibitor to Show Management.
- 19. Cancellation of Event. If Show Management cancels the Event, then Show Management shall refund to Exhibitor the amounts paid under this contract, in full satisfaction of liabilities to Exhibitor. No cancellation will be deemed to have occurred, and no refund will be due to Exhibitor, if Show Management reschedules the Event for dates within one week of the originally scheduled dates or selects a different exhibit facility within the same metropolitan area.
- 20. Violations. Upon the violation by Exhibitor of any of the terms of this contract, Show Management may take one or more of the following actions: (1) require modifications to Exhibitor's booth or space at Exhibitor's expense; (2) cancel Exhibitor's exhibit space assignment; (3) declare Exhibitor ineligible for priority lotteries at future events produced by Show Management; or (4) disqualify Exhibitor from exhibiting at future events produced by Show Management. These remedies are illustrative only and do not limit any remedies described elsewhere in this contract or otherwise available by law.
- **21. Severability.** The parties intend that, if any provision of this contract is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable and the rest of the contract will remain in effect as written.
- 22. Representative; Communications. Show Management shall direct communications related to the Event, including notices under this contract and additional rules and regulations, to the Representative by email. Notices from Exhibitor to Show Management, including the designation of a new individual as Representative, must be sent by email to ebaceexhibits@wearemci.com.
- **23. Rules and Regulations.** Show Management or either Facility may adopt or amend rules and regulations governing the Event at any time. Such rules and regulations, including those found on

Show Management's website and in the Exhibitor Service Kit, are an integral part of this contract and are incorporated herein by reference.

- 24. OFAC Compliance. Exhibitor states that neither Exhibitor, nor any director, officer or employee of Exhibitor nor any persons or entities that directly or indirectly control or own 50% or more of Exhibitor in the aggregate (1) are currently included on the List of Specially Designated Nationals and Blocked Persons or the Foreign Sanctions Evaders List maintained by the U.S. Treasury Department's Office of Foreign Assets Control; (2) are located or organized in the Crimea region of Ukraine, the so-called Donetsk People's Republic region of Ukraine, the so-called Luhansk People's Republic region of Ukraine, Cuba, Iran, North Korea or Syria; or (3) are a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any law, regulation or Executive Order of the President of the United States.
- 25. Waiver; Entire Agreement. No waiver of satisfaction of a condition or failure to comply with an obligation under this agreement will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or failure to comply with any other obligation. This contract, including the data protection policies referenced in section 6 and any additional rules or regulations adopted by Show Management in accordance with section 23, constitutes the entire understanding between the parties with respect to the subject matter of this contract and supersedes all other agreements, whether written or oral, between the parties.
- **26. Governing Law.** The laws of the District of Columbia, without giving effect to its principles of conflicts of law, govern all matters arising out of this agreement or Exhibitor's participation at the Event.

Any person who attends an EBAA convention, conference, seminar or other program grants permission to EBAA, its employees and agents (collectively "EBAA") to record his or her visual/audio images, including, but not limited to, photographs, digital images, voices, sound or video recordings, audio clips, or accompanying written descriptions, and, without notifying such person, to use his or her name and such images for any purpose of EBAA, including advertisements for EBAA and its programs.