

## TRADE SHOW RULES AND REGULATIONS

- 1. OVERVIEW.** The trade show (the "Show") is a segment of the 2017 TIM HORTONS® Owners' Convention for The TDL Group Corporation ("TDL") and TIM HORTONS® franchise restaurant owners (the "Owners"), and is designed to provide a showcase for goods and services thought to be of interest to these Owners (the "Convention"). TDL and its affiliates, agents and representatives shall collectively be referred to herein as "Organizers." In exchange for access to the Show, booth and exhibition space and permission to exhibit at the Show, a sponsor ("Sponsor") shall pay a sponsorship amount agreed upon as invoiced to the individual Sponsor (the "Sponsorship Fee") and adhere to these rules and regulations. As such, the aesthetics and other standards governing the Convention must be uniform and of a high level. Acceptance of a contract between any Sponsor and any Organizer does not imply an endorsement by Organizers of Sponsor's products, services or manufacturing, nor does rejection imply lack of merit of product, service or manufacturing. Organizers reserve the right to determine eligibility of any company, product, service or manufacturer for inclusion in the Convention and retain the right to refuse the display or inclusion of any certain company, product, service or manufacturer or to terminate this contract, if Sponsor's exhibit or any portion thereof is deemed to be contrary to the best interests of the Convention, in the sole discretion of TDL. Organizers' primary objective is to provide a trade show and convention which best serves the needs of Sponsors and Owners. Therefore, all decisions concerning Sponsor categories, allocation of Convention space among such categories, and the nature and mix of Sponsors are within the sole discretion of Organizers.
- 2. TERMS OF PAYMENT.** Payment is due within 30 days of Organizers' submission of invoice to Sponsor.
- 3. CANCELLATION.** Cancellation of sponsorship by Sponsor must be received in writing by the Exhibit Sales Manager before **August 30, 2017**. Cancellations of sponsorship made following **August 30, 2017** are non-refundable and non-transferable as expenses may have been incurred.
- 4. ASSIGNMENT AND ACCESS OF EXHIBIT SPACE.** Sponsor's right to exhibit space and to continued use of exhibit space during the Convention is governed solely by the provisions hereof and is not a lease or tenancy, nor shall it be construed as such. Sponsor shall not assign or share the space allocated with another firm, person or entity unless approved in advance by Organizers in writing. Sponsor shall not, and shall not allow others to represent, advertise, publish, make available, create or otherwise distribute literature, product, announcements or other materials of any other firm or individual in Sponsor's booth, except Sponsor's parent or subsidiary companies. It may be necessary for the conduct of other exhibits or show operations to access utility connections in Sponsor's booth. Sponsor expressly agrees to permit such access, which may include placing of piping, cable, conduit, ramping, etc. within Sponsor's booth. Organizers reserve the right to change the floor plan or to move Sponsor to another booth location prior to or during the Convention.
- 5. SPONSOR BOOTHS.** All booths range in size from approximately 10' x 10' to 50' x 50' in accordance with the entitlements of the sponsorship level selected by Sponsor and as identified in the exhibit space floor plan. Refer to Sponsor Registration Information on the web for details on booth furnishings and inclusions, which information may be updated, changed or otherwise amended from time-to-time in Organizers' sole discretion.
- 6. INSTALLATION AND REMOVAL.** Organizers reserve the right to set the time for installation of each Sponsor exhibit prior to the Show opening and for removal after the conclusion of the Show. All rented booth space must be occupied and show ready by 5:00 p.m., Tuesday, November 7, 2017 ("Convention Opening"). Any exhibit space not visibly claimed and occupied by Convention Opening shall result in the automatic termination of this contract without refund of Sponsorship Fees or any other registration fees, costs or expenses paid by Sponsor, and exhibit space may be assigned to a different Sponsor or otherwise utilized in Organizers' sole discretion. Exhibit space and elements, decorations, displays or other materials in the exhibit space shall not

be dismantled prior to the show closing at 3:00 p.m. on Thursday, November 9, 2017 ("Convention Closing"). Sponsor shall fully clear its exhibit space and all applicable elements from the venue and restore its exhibit space to its original condition and left broom clean, no later than 3:00 p.m. on Friday, November 10, 2017. Sponsor acknowledges and agrees that Organizers are hereby authorized to remove, at Sponsor's sole cost and expense, and without liability for any loss or damage, any material occupying the exhibit space after Convention Closing. Sponsor shall immediately pay for any and all damages to the exhibit space, venue and associate facilities, booth, equipment or the property of others caused by Sponsor or any of the Sponsor Representatives.

- 7. RESTRICTIONS.** Organizers reserve the right to restrict the operation of, or remove completely, any exhibit, or portion thereof, which, in its sole discretion and opinion, detracts from the general character of the Convention as a whole. This includes, but is not limited to, exhibits which, because of amplified sound, noise, lights, method of operation, display of unsuitable or offensive material, smoke, odor or disruptive personnel, are determined by Organizers to be objectionable to the successful display and conduct of neighboring exhibits. Any Sponsor using recorded or live music, or any third party intellectual property, including copyrights or trademarks, will be responsible for obtaining all applicable rights and licenses, paying all fees and costs related to any third party property, including applicable royalties and reporting obligations. All exhibit activities must be confined to Sponsor's contracted booth space. No advertising material, slogans, logos or promotion of any kind is permitted outside the confines of the Sponsor's assigned exhibit space. The distribution or display of promotional or advertising material in any form, which, in the opinion of Organizers tends to detract from the professional and educational purposes of the Convention, is not permitted and may be removed in whole or in part (or directed for removal) by Organizer and at Sponsor's sole cost. Any advertising, promotional or other scheme that might be construed to be a lottery is prohibited. Sponsors shall not store packing crates or materials in their exhibit space during the Convention. These items must be properly marked and stored in the designated storage area from Convention Opening to Convention Closing.
- 8. EXHIBIT REPRESENTATIVES.** Sponsor must have a representative present in the exhibit space at all times between Convention Opening and Convention Closing (the "Sponsor Representative(s)") and the exhibit must be fully operational during the Convention hours. The Sponsor Representative(s) shall be restricted to those who are actually working in the Sponsor's exhibit space. Sponsor Representative(s) shall wear "SPONSOR" badge identification furnished by Organizers at all times, and must be properly and professionally clothed and behave in a professional manner and in compliance with these rules, those of the venue and any other instructions or guidelines issued by Organizers in their sole discretion.
- 9. PUBLIC POLICY & REGULATIONS.** Each Sponsor is charged with knowledge of and shall comply in all respects with all applicable federal, state and local laws, ordinances and regulations while participating in the Convention, including the Americans with Disabilities Act. Compliance with such laws is mandatory for all Sponsors and the sole responsibility is that of the Sponsor. Organizers and their applicable service contractors have no responsibility for any of Sponsor's obligations hereunder or as a participant or registrant of the Convention. All electrical appliances must be UL approved. All equipment and effects must meet applicable safety standards. Unless otherwise authorized by specific individual permit from the Fire Department having local jurisdiction, use of fuels is strictly prohibited. Individuals who do not have a valid convention badge will not be granted entry into any convention function. All registrants must be 21 years or older to attend to the Convention at any time. This restriction applies to both Sponsors and attendees, and includes all move-in as well as move-out days. Sponsors preparing or sampling any foods or consumables must obtain explicit approval from Organizers in writing and must conform to the rules and regulation of the Health Department having local jurisdiction. Food and/or beverage products for distribution must be portioned as sample sizes.
- 10. LIABILITY.** Sponsor is responsible for the custody and control of its property and assumes all risks associated with, resulting from or arising in connection with Sponsor's participation in or at

the Convention, including, without limitation, all risks of theft, loss, harm, damage or injury to person (including death), property, business or profits of Sponsor, whether caused by negligence, intentional act, accident, act of God or otherwise. Organizers, their service contractors, The Venetian, The Palazzo and Sands Expo, and their respective officers, employees, staff members or directors are not responsible for the safety of the property of Sponsors from theft, damage by fire, accident, vandalism or other causes, nor is a bailment created for such property at any time, and Sponsor expressly waives and releases any claims or demands it may have against any of them by reason of any damage to, or loss of, any property brought on site by Sponsor. Sponsor agrees to defend, indemnify and hold harmless Organizers, their service contractors, The Venetian, The Palazzo and Sands Expo, and the officers, staff members and directors of all of the same from any and all liabilities, claims, loss, cost or expense (including reasonable attorneys' fees) arising by reason of any damage or injury, including death, which may result from, arise out of or in connection with (a) Sponsor's participation or presence at the Convention, including operation or promotion of its exhibit; (b) any breach by Sponsor of any agreements, covenants, promises or other obligations hereunder; (c) any of Sponsor's obligations, representations or warranties hereunder; (d) any violation or infringement (or claim for violation of infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other intellectual or proprietary right; (e) any libel, slander, defamation or similar claims; (f) harm or injury (including death) to Sponsor, Sponsor Representative(s) or a Convention attendee; (g) loss or damage to property or the business or profits of Sponsor, whether caused by negligence, willful misconduct, accident, act of God, theft or otherwise. Sponsor shall not settle or compromise any claims for which Sponsor is providing indemnification without Organizers' prior written consent.

- 11. INSURANCE.** While Sponsor's obligation to indemnify remains in effect, Sponsor shall secure and maintain Commercial General Liability ("CGL") insurance on a per occurrence form, including broad form coverage for "contractual liability" as well as advertising and personal liability coverage as that term is defined in Insurance Services Office ("ISO") Form CG00-01-01-96 or its equivalent waiving subrogation as to Organizers with a maximum deductible of One Million Dollars (\$1,000,000 USD) and limits of liability of not less than Five Million Dollars (\$5,000,000 USD) per occurrence. The insurance coverage required herein shall be provided by an insurance company or companies with an AM Best rating of "AX" or better or S&P rating of "A" or better. Sponsor shall, within ten (10) days of full execution of this Agreement, provide TDL with (a) certificates of insurance evidencing such coverage and naming the Organizers as additional insureds and (b) an actual endorsement to such policy adding the Organizers as additional insureds. Sponsor shall provide prior written notice to Organizer at least thirty days in advance of the effective date of cancellation or material change in coverage. All certificates of insurance and policy endorsements required herein shall be provided by Sponsor to via email to [convention@timhortons.com](mailto:convention@timhortons.com). All insurance provided by Sponsor will be deemed primary and any separate insurance maintained by Organizers shall be deemed excess and not contributing with Sponsor's insurance, regardless of the "Other Insurance" or similar provisions of the respective policies of insurance.
- 12. NO REPRESENTATIONS AND WARRANTIES.** Organizers make no representations or warranties of any nature, express or implied, including, but not limited to, the number of persons who will attend the Convention and Organizers hereby disclaim any and all representations or warranties.
- 13. OFFICIAL SHOW GUIDE.** TDL shall provide attendees with an official Show Guide at the Convention. No additions, changes or deletions will be reflected in the official Show Guide once it has been turned over to the printer for publication. Organizers reserve the right to edit all printed materials as deemed necessary and assumes no responsibility for errors or omissions to same.
- 14. CANCELLATION OF SHOW.** In the event the Convention, in its entirety, is not held for any reason whatsoever, this contract shall be deemed terminated, and Organizers shall refund to Sponsor all charges for space paid by Sponsor to Organizers, less any actual fees, costs or

expenses already accrued by Organizers with respect to any part of the convention.

- 15. SALE, SPECIAL OFFERS AND/OR DISCOUNTED PRODUCT.** In the event Sponsor desires to sell any product at Convention, Sponsor must obtain prior written consent from TDL, which may be granted or withheld in its sole and absolute discretion. Additionally, Sponsor may provide special offers or offer discounted product to Owners (*i.e.*, conduct business at the conference), provided Sponsor provides TDL with prior written notice and obtains TDL's written consent. There is no obligation for Sponsor to sell any product or provide any special offer or discount. Any such offers or discounts are strictly between Sponsor and the applicable Owner, and are independent of any agreement Sponsor may have with Organizers. Sponsor shall advise Owners that such offers or discounts are independent of Organizers, and that they are under no obligation to participate in any such offers.
- 16. GIVE-AWAYS.** Sponsors may offer giveaways of nominal value to Owners and their business partners, provided that no payment (including any disclosure of information or registration) is required to participate in such giveaways. Sponsor shall not be permitted to conduct any promotional drawings or contests.
- 17. CONFLICTING MEETINGS AND SOCIAL ACTIVITIES.** In the interest of the success of the entire convention, Sponsor shall not extend invitations, call meetings or otherwise encourage absence of Owners or other Sponsors from the Convention between Convention Opening and Convention Closing.
- 18. USE OF ORGANIZERS' TRADEMARKS.** Sponsor agrees not to use the names or trademarks of Organizers, including but not limited to any brand logos or Convention logos, unless, and to the extent, expressly provided in a separate written agreement with Organizers, as the case may be. **Nothing contained in this contract gives Sponsor any right to use such names or trademarks, including, but not limited to, any right to use same in connection with Sponsor's advertising, products or services.** Any unauthorized use of such trademarks constitutes a breach of this contract and, in addition to any other remedies available to Organizers at law or in equity, Organizers may terminate this contract without obligation to refund any Sponsor Fee, registration fees, costs or expenses paid by Sponsor.
- 19. USE OF SPONSOR'S TRADEMARKS.** Sponsor hereby grants to Organizers a fully paid, non-exclusive and perpetual license to use, display and reproduce Sponsor's name, trade names and product names in any directory or marketing materials relating to the Convention, whether in print, digital or any other formats, including in the Show Guide. Organizers shall not be liable for any errors or omissions in any listing or descriptions of Sponsor. Sponsor hereby agrees that Organizers may take photographs of Sponsor's booth space and Sponsor Representatives and use same for any promotional, informational, trade or other purpose and in any media now existing or hereinafter created.
- 20. OTHER REGULATIONS.** Any and all matters not specifically covered by the preceding Rules and Regulations, or covered in materials supplied to Sponsor in the Sponsor's Registration Package, or otherwise, shall be subject to the sole discretion of Organizers. Organizers shall have full power to augment, interpret, amend and enforce these rules and regulations and to make additional rules and regulations, as updated and posted online, from time to time.
- 21. CONTRACT.** The Application, these Rules and Regulations and any additional rules or regulations adopted by Organizers, constitute a binding contract enforceable under the laws of the State of Florida and constitutes the entire agreement of the parties with respect to the subject matter hereof. Sponsor hereby consents and submits to the jurisdiction and forum of the state and federal courts located in Miami-Dade County, in the State of Florida in all questions and controversies arising out of this contract. Should any rule or provision herein be found invalid by a court of competent jurisdiction, such invalidation shall not affect the enforceability of all other provisions herein.