

Exhibit Booth Contract

THE WORLD WEB3 CONFERENCE (TWC)

Website: TheWorldConference.io

Rosen Plaza Hotel
9700 International Drive
Orlando, Florida 32819

Registration:

Date: March 8th, 2024
Time: 12:00 PM - 4:00 PM
Date: March 9th, 2024
Time: 7:00 AM - 2:00 PM

Conference:

Date: March 9th, 2024
Time: 8:00 AM - 6:00 PM

Exhibit Hours:

Date: March 9th, 2024
Time: 8:00 AM - 6:00 PM

Exhibit Setup:

Start Date: March 8th, 2024
Start Time: 12:00 PM
End Date: March 9th, 2024
End Time: 7:00 AM

Exhibit Breakdown:

Start Date: March 9th, 2024
Start Time: 6:00 PM
End Date: March 10th, 2024
End Time: 11:00 PM

EXHIBITOR INFORMATION TO BE PUBLISHED:

Exhibiting Company		
Street Address (No P.O. Boxes)		
City		
State/Province	Zip/Postal Code	Country
Phone and Ext.	Twitter Handle	
E-mail	Website	

CONTACT INFORMATION:

Contact Name		
Contact Mailing Address (if different, no P.O. Boxes)		
City		
State/Province	Zip/Postal Code	Country
Phone and Ext.	Fax	
E-mail	Website	

COST OF EXHIBIT SPACE/SPACE REQUIREMENTS

Foyer Exhibitor 6 Foot Table, Table Drape, 2 Chairs, Located in Foyer:

Payment Policy: Full payment of the space rental is due with this application. No refund will be provided for cancellation within 29 days of the event. Applications received without payment will not be processed. **Preferred Location:** If you have a preferred location on the conference floor, please contact us directly at 407-446-3659. **Note:** Assignment is at the sole discretion of conference organizers and preferred location may not be available, but a comparable location will be assigned.

DIRECT OVER-THE-COUNTER SALES

We will ___ will not ___ be engaged in direct over-the-counter sales during the Exhibit Show.

SIGNATURE AND AGREEMENT

The exhibitor agrees to abide by all exhibit terms, conditions and regulations set forth on this form and on Page 2 of this contract.

Authorized Signature _____ Date: _____

Print Name and Title _____

1. EXHIBITOR CONTRACTS WITH SEMPRO INC.

The Exhibitor acknowledges that The World Web3 Conference (TWC) is sponsored by Sempro, Inc. (hereinafter "SEMPRO"). The Exhibit Booth Contract is between the Exhibitor and SEMPRO. The Exhibitor by signing this Contract is agreeing with SEMPRO to abide by the terms and conditions of this Contract and is further acknowledging SEMPRO's right to enforce this Contract in accordance with its terms and conditions.

2. EXHIBITOR RULES AND RESTRICTIONS

In general, Exhibitors are not permitted to obstruct the view or adversely affect the displays of other exhibitors. Exhibitors may not conduct activities within their exhibit contract spaces that compete with or duplicate Conference Sponsorship activities or programming offered by SEMPRO and described in any SEMPRO event materials. The general appearance of the show must take precedence over that of any individual exhibit and SEMPRO may, in its sole determination, require rearrangement, at the Exhibitor's expense, of any display that is in violation of these restrictions.

SEMPRO reserves the right to prohibit any exhibit, part thereof, or proposed exhibit that in its opinion is not in keeping with the spirit and character of the exhibit as same is set forth in this document. SEMPRO reserves the right to restrict exhibits that become objectionable because of noise, method of operation, materials, or any other reason, and also to prohibit or to evict any exhibit that in the opinion of SEMPRO may detract from the general character of the exhibit program as a whole. This reservation includes persons, things, conduct, printed matter, or anything of a character that SEMPRO determines is objectionable to the exhibit program as a whole. In the event of such restriction or eviction, SEMPRO is not liable for any refund or other expenses incurred by the Exhibitor.

Acceptance of this contract by SEMPRO should in no way be construed as an endorsement by SEMPRO of the exhibiting company or its products or services.

3. ASSIGNMENT AND RELOCATION OF EXHIBITS

Exhibitor understands and agrees that SEMPRO has sole discretion on the assignment of booths. SEMPRO is under no obligation to assign Exhibitor any of the booths preferred by Exhibitor. SEMPRO reserves the right to alter Exhibitor's assigned location at any time in its sole discretion if deemed in the best interest of the exhibit program as a whole. Before exercising its discretion, SEMPRO will contact Exhibitor.

All measurements shown on the floorplan are believed to be accurate, but SEMPRO reserves the right to make such modifications as may be necessary to meet the need of Exhibitors and the exhibit program as a whole.

4. CANCELLATION/REDUCTION OF SPACE

In the event that the Exhibitor cancels participation in the exhibit or wishes to reduce exhibit space, Exhibitor shall promptly notify SEMPRO in writing. Upon cancellation, Exhibitor loses all right to space and SEMPRO reserves the right to reassign that space to another Exhibitor. In addition, the exhibitor loses the right to use any complimentary exhibitor registration badges.

SEMPRO reserves the right to treat Exhibitor's downsizing of booth space as a cancellation of the original contract and an offer to purchase new booth space. Exhibitor may be required to move to a new location if it requests a downsizing of space. Exhibitor agrees that it is responsible for the total exhibit space rental for the originally contracted and assigned space.

5. FAILURE TO MAKE PAYMENT

Any person, partnership, or corporation contracting for space who shall fail to make the payment as herein provided, whether such person, partnership, or corporation desires to exhibit or not, shall thereby and thereupon forfeit all rights to the use of the selected space, and SEMPRO shall have the right to dispose of such space in such a way as it may consider to its interests without any liability on the part of SEMPRO. Any Exhibitor who fails to pay for and occupy said space shall be and shall remain liable for the payment agreed on.

6. BOOTH SETUP AND DISMANTLING

Setup time, exhibit hall hours, and dismantling time are listed in the Exhibitor Service Kit. Each Exhibitor must deliver to the exhibit hall area all goods, materials, etc., no later than thirty (30) minutes prior to the published

opening time of the exhibit hall. Work will be strictly prohibited after that time. Property received after the opening must be arranged in spaces only during the hours when the exhibit hall is not open to attendees.

Booth must be fully staffed during the entire conference. SEMPRO reserves the right to make such modifications in the exhibit hours as may be necessary to meet program needs, with full and sufficient notice given to all contracted Exhibitors.

7. SOUND RESTRICTIONS

Sound producing or amplifying devices that project sound must be tuned so as not to exceed 85 dbs. SEMPRO reserves the right to determine at what point sound constitutes interference with other Exhibitors. Public address announcements are prohibited.

8. USE OF COPYRIGHTED MUSIC

Exhibitor agrees to pay all royalties, license fees or other charges for any music, either live or recorded, or other entertainment of any kind or natures, played, staged, or produced by the Exhibitor, his agents or employees, within the premises by this license Agreement, including but not limited to royalties or licensing fees due to BMI, ASCAP, or SESAC. The Exhibitor agrees to indemnify and hold SEMPRO harmless against any and all such claims or charges.

9. USE OF SPACE

All promotional material must be distributed from within the confines of the Exhibitor's own contracted space. Materials bearing any name or form of advertisement may not be displayed anywhere other than the space contracted. No Exhibitor shall sublet space allotted. Each Exhibitor is responsible for keeping the aisle or aisles near contracted space free of congestion resulting from demonstrations or promotions.

10. MARKETING PARAMETERS

Exhibitors are prohibited from scheduling hospitalities or programs outside of their exhibit contracted space(s) during times of the SEMPRO official program.

11. FORCE MA-EURE

Because of the nature of the enterprise undertaken by SEMPRO, the same being dependent on its securing a sufficient and satisfactory number of Exhibitors at the Conference, it is specifically understood and agreed that if, in the sole opinion of SEMPRO, it is not practical to carry out the terms of this agreement for any reason, without limiting it to any embargo or regulation of any department or agency of the United States government against the holding or carrying out of said exhibit program as a whole, SEMPRO shall have the right to cancel the same and this agreement, in which event any payment made by the Exhibitor to SEMPRO shall be returned to Exhibitor, and SEMPRO hereby expressly waives any and all claims of any kind and nature except for such amount as Exhibitor has previously paid for space.

12. LIABILITY

Exhibitor must operate and maintain exhibits so that no injury will result to any persons or property. Exhibitor undertakes and agrees to indemnify and hold harmless SEMPRO and its officers, board, agents, and representatives from any and all claims for damages, suits, etc., by any person by reason of negligence of the Exhibitor, its agents, representatives, or employees.

Exhibitor agrees to release and to indemnify and hold harmless SEMPRO from any and all claims for damages, suits, etc., for injuries to themselves or their employees and for damages to property in their custody, owned or controlled by them, which claims for damages may be incidental to, grow out of, or be connected with their use or occupation of space contracted however, nothing herein shall release SEMPRO from any liability for claims, damages, suits, etc., that are the result of the negligence of SEMPRO.

Exhibitor must surrender space occupied by him in the same condition as it was at the commencement of occupation. The Exhibitor shall assume all responsibility for damage to the exhibit hall and shall indemnify and hold harmless the exhibit facility, SEMPRO, and their representatives for all liability which might ensue from any cause whatsoever arising out of the Exhibitor's participation in the

exhibit program or in conference activities.

SEMPRO will not be liable in any instance for any unforeseen expenses incurred by Exhibitor due to the terms of the lease that SEMPRO has with the exhibit facility.

13. INSURANCE

Exhibitor agrees to procure and maintain adequate insurance coverage during the dates of the SEMPRO conference, including move in and move out days, and be prepared to furnish a certificate(s) of insurance to SEMPRO if requested. Exhibitor bears the risk of loss due to the inadequacy or failure of any insurance or any insurer, including any insurance that may be provided by Exhibitor, SEMPRO, or the Convention Center. SEMPRO shall not in any event be liable to Exhibitor for any damages.

14. SECURITY

SEMPRO will provide general perimeter security. Exhibiting companies are responsible for the security of their booth and all materials related to their booth. Any company wishing to employ additional security may do so through the official convention security company.

15. EXHIBITOR BADGES

Appropriate badges will be furnished to Exhibitors and their employees by SEMPRO upon proper registration. Exhibitor badges give Exhibitors access to conference activities. Foyer Exhibitors will be provided with two (2) badges. Conference Exhibitors will be provided with four (4) badges. Exhibitor badges must be worn at all times to gain access to conference activities.

16. TAX AND LICENSING

Exhibitors who choose to sell products or services assume full responsibility for securing licenses and collecting all applicable fees and taxes. Exhibitor will comply with all federal, state, and local laws as well as the rules and regulations of the host venue. Exhibitors will be liable for all obligations resulting from noncompliance and will indemnify and hold harmless SEMPRO from any and all costs and or expenses (including counsel fees) involved in addressing or defending any matters arising in whole or in part from Exhibitor's sale of products or services.

17. SERVICE INFORMATION

All services customarily required by exhibitors will be available and must be obtained through the official service contractor. No other contractors will be permitted without prior written approval of SEMPRO. Complete shipping instructions and information regarding furniture, electrical work, etc. will be available to exhibitors in advance. A service desk will be maintained in the exhibit area. All participating exhibitors and contractors must abide by any union jurisdictions in force at the time of the Conference.

18. VIOLATIONS

Any violation of these terms and conditions and or the rules and restrictions contained in the prospectus on the part of any Exhibitor will nullify Exhibitor's right to occupy space. Such Exhibitor will not be released from liability and will forfeit to SEMPRO all monies that have been paid. In case of any violation of the terms and conditions and or the rules and restrictions on the part of the Exhibitor, right is hereby given to SEMPRO, at its option, to terminate the agreement to occupy space, and SEMPRO may enter and take possession of the space occupied by the Exhibitor and remove all persons and goods at the Exhibitor's own risk.

19. AMENDMENT TO TERMS AND CONDITIONS

Any and all matters or questions not specifically covered by the terms and conditions contained herein shall be subject to the sole discretion of SEMPRO. SEMPRO may, in its sole discretion, make reasonable changes, amendments, or additions to these terms and conditions. Any such changes, amendments, or additions shall be binding on Exhibitor equally with the other terms and conditions contained herein.

Initials: _____