

MMU CORPORATION

WAIVER OF LIABILITY

Please read this Waiver of Liability (“Waiver”) carefully. It limits your possible recovery in case of damage to persons or property connected with the services provided by MMU, as hereinafter defined. By accepting MMU’s Proposal, Client acknowledges it has read, understands, and agrees to be bound by these terms (“Terms”).

1. Definitions. Capitalized terms not herein defined shall have the meanings ascribed to them in the Proposal.

(a) **“Client”** means the Client as defined in the Proposal, affiliated companies of Client, their partners, joint ventures, representatives, members, designees, officers, directors, shareholders, employees, agents, successors, and assigns.

(b) **“Client Materials”** means any and all tangible property supplied to MMU by Client for purposes of the Event as identified in the Proposal.

(c) **“Loss”** means any injury to or death of any person or any damage to or theft, destruction, loss, or diminution or loss of use of any property or inconvenience.

(d) **“MMU”** means MMU Corporation, its affiliated companies, their partners, representatives, officers, directors, shareholders, employees, contractors, agents, and assigns.

2. Waiver of Liability. MMU shall not be responsible or liable for loss, damage, theft, or disappearance of any Client Materials while in MMU’s possession, including without limitation, during transport, loading and unloading, and returning of Client Materials to Client. In no event shall MMU be liable to the Client or to any other party for special, collateral, exemplary, indirect, incidental or consequential damages, whether such damages occur either prior or subsequent to or are alleged as a result of, tortious conduct, failure of the equipment or service of MMU or breach of any of the provisions of this contract, regardless of the form of action, whether in contract or in tort, including strict liability and negligence, even if MMU has been advised or has notice of the possibility of such damages. Such excluded damages include but are not limited to lost profits, loss of use, and interruption of business or other consequential or indirect economic losses.

3. No Subrogation; Waiver of Property Claims. Client waives any claim it might have against MMU for any Loss of any Client Materials. Additionally, Client waives any claim it may have against MMU for any Loss to the extent such Loss is caused by a terrorist act. Client shall cause its insurance carrier to endorse all applicable policies waiving the carrier’s rights of recovery under subrogation or otherwise against MMU. MMU shall not be liable to Client or to any party claiming by, through, or under Client for (and Client hereby releases MMU from any claim or responsibility for) any damage to or destruction, loss, or loss of use, or theft of any Client Materials caused by casualty, theft, fire, third parties or any other matter or cause, regardless of whether the negligence of any party caused such loss in whole or in part. Client acknowledges that MMU shall not carry insurance on, and shall not be responsible for damage to, any Client Materials.

4. Indemnification.

(a) To the fullest extent permitted by law, Client shall indemnify, defend (at Client’s sole expense) and hold harmless MMU, its affiliates, their partners, joint venturers, representatives, members, designees, officers, directors, shareholders, employees, agents, successors, and assigns (“Indemnified parties”), from and against any and all claims for demands, damages (including liquidated, punitive, and compensatory), actions, causes of action, complaints, suits, losses, judgments, obligations and any liabilities, costs and expenses (such expenses include but may not be limited to investigative and repair

costs, reasonable attorneys' fees and costs, and consultants' fees and costs) ("Claims") which arise or are in any way connected with the work performed or services provided under the Proposal, a separate agreement, or any other similar or related document between Client and MMU or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent, or willful misconduct of MMU, its employees, or agents, whether active or passive. Said indemnity and defense obligations shall further apply, whether or not said claims arise out of the concurrent act, omission, or negligence of the Indemnified parties, whether active or passive. Client's indemnification and defense obligations hereunder shall extend to claims occurring after the Event has concluded as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified parties for such matters which are indemnified hereunder are fully and finally barred by applicable laws.

(b) Client shall further defend, indemnify, and hold harmless MMU and its representatives and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including reasonable attorneys' fees) arising from any Loss (1) related to the Event to the extent caused by the negligence or willful misconduct of Client; (2) occurring at the show site; (3) arising out of the installation, operation, maintenance, repair or removal of any Client Materials located in or about the Event; (4) any violation of Federal, State, County or Local ordinances, "Show Regulations and/or Rules" as published and/or set forth by the venue or show management; or (5) directing labor provided by MMU to work in a manner that violates any of the above rules, regulations, and/or ordinances. It is agreed that clauses (2) and (3) of this indemnity are intended to indemnify MMU and its agents against the consequences of their own negligence or fault, even when MMU or its agents are jointly, comparatively, contributively, or concurrently negligent with Client, and even though any such claim, cause of action or suit is based upon or alleged to be based upon the strict liability of MMU or its agents; however, such indemnity shall not apply to the sole or gross negligence or willful misconduct of MMU and its agents. The indemnities set forth in this Waiver shall survive the conclusion of the Event and shall not terminate or be waived, diminished, or affected in any manner by any abatement of fees outlined in the Proposal. If any proceeding is filed for which indemnity is required hereunder, the indemnifying party agrees, upon request therefor, to defend the indemnified party in such proceeding at its sole cost utilizing counsel satisfactory to the indemnified party.

5. Insurance Requirements. At all times while Client Materials are in the possession or under the control of MMU, Client shall maintain the following insurance policies:

(a) Commercial general liability insurance in amounts of \$1,000,000 per occurrence (and, if the use of the Client Materials involves any activity or matter that is or may be excluded from coverage under a commercial general liability policy, Client shall obtain such endorsements to the commercial general liability policy or otherwise obtain insurance to insure all liability arising from such activity or matter in such amounts as MMU may reasonably require), insuring Client and MMU against all liability for injury to or death of a person or persons or damage to Client Materials and the installation, operation, maintenance, repair, or removal of Client Materials;

(b) Insurance covering the full value of all Client Materials placed under MMU's control (including property of Client or others);

(c) Contractual liability insurance sufficient to cover Client's indemnity obligations hereunder (but only if such contractual liability insurance is not already included in Client's commercial general liability insurance policy);

(d) Worker's compensation insurance as required by the state(s) in which Client operates; and

(e) Business interruption insurance in an amount reasonably acceptable to MMU.

Client's insurance shall provide primary coverage to MMU when any policy issued to MMU provides duplicate or similar coverage, and in such circumstance MMU's policy will be excess over Client's policy. Client shall furnish to MMU certificates of such insurance and such other evidence satisfactory to MMU of the maintenance of all insurance coverages required hereunder within ten days of the acceptance of the

Proposal or at least 30 days prior to the commencement of the Event, and Client shall obtain a written obligation on the part of each insurance company to notify MMU at least 30 days before cancellation or a material change of any such insurance policies. All such insurance policies shall be in form and issued by companies reasonably satisfactory to MMU. If Client fails to comply with the foregoing insurance requirements or to deliver to MMU the certificates or evidence of coverage required herein, MMU, in addition to any other remedy available to it, may, but shall not be obligated to, obtain such insurance and Client shall pay to MMU on demand the premium costs thereof, plus an administrative fee of 15% of such cost.

6. **Maximum Recovery.** If found liable for any loss, Client's sole and exclusive maximum liability for loss or damage to Client Materials and Client's sole and exclusive remedy is limited to \$0.50 (USD) per pound per article with a maximum liability of \$100.00 (USD) per item, or \$1,500 (USD) per shipment, whichever is less. All shipment weights are subject to correction and final charges determined by the actual or adjusted weight of the shipment. Declared values for purposes of shipments shall not apply for purposes of calculating liability pursuant to this paragraph.

7. **Claims for Loss.** Client agrees that any and all claims for loss or damage must be submitted to MMU no later than thirty (30) business days after the conclusion of the Event. All claims reported after thirty (30) days will be rejected. In no event shall a suit or action be brought against MMU more than six (6) months after the date the loss or damage occurred.

8. **Force Majeure.** Neither party shall be deemed in default of its obligations hereunder for a failure to perform due to the following reasons: acts of God, acts of a public enemy, acts of the Government of any state or political subdivision or any department or regulatory agency thereof or entity created thereby, quotas, embargoes, acts of any person engaged in subversive activity or sabotage, fires, floods, storms, explosions, or other catastrophes, war, insurrections, accidents, epidemics, or quarantine restrictions, strikes or other labor stoppages, slowdowns or disputes, transportation embargoes, neglect or default of the other party, or any other cause beyond the control of a party. Each party shall provide the other party with prompt notice as to the possibility of such a cause of delay and shall use due diligence and all reasonable efforts to avoid and cure any such cause preventing performance so as to resume performance hereunder as soon as reasonably possible and, if possible, to complete such performance within the time period specified.

9. **Governing Law; Mediation; Venue.** The laws of the State of Nevada shall govern the validity of the agreement between MMU and Client, the construction of its terms, and the interpretation of the rights and duties arising hereunder. All rights and remedies of each person under this Agreement shall be cumulative and in addition to all other rights and remedies which may be available to the person from time to time, whether under this Agreement, at law, in equity or otherwise. The parties agree to endeavor to resolve any disputes, controversies, or claims by mediation. Mediation shall commence when any party delivers to the other party a request for mediation. A neutral mediator shall be selected and the mediation shall take place in Clark County, Nevada. While the mediation is pending, this procedure shall be the sole and exclusive procedure for resolution, except that either party may apply to a court for provisional relief if, in that party's judgment, such an action is necessary to preserve the status quo. If a dispute has not been resolved within thirty (30) days of the commencement of the mediation, any party may, at its sole discretion, terminate the mediation by written notice to the other party. If the parties successfully resolve the dispute through mediation, the mediator's fees and disbursements shall be borne equally by the parties. Following the termination of mediation as set forth above, each party hereto: (i) agrees that any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted exclusively in a United States District Court or a Nevada State Court that is located in Clark County, Nevada; (ii) waives any objection to the venue of any such suit, action, or proceeding and the right to assert that such forum is not a convenient forum; and (iii) irrevocably consents to the jurisdictions set forth in (i) above in any such suit, action, or proceeding. Each party hereto further agrees to accept and acknowledge service of any and all process that may be served in any such suit, action, or proceeding and agrees that service of process upon it mailed by certified mail to its address shall be deemed in every respect effective service of process upon it in any such suit, action, or proceeding.