

2022 In Person Exhibitor Terms and Conditions

These terms and conditions (the “**Terms & Conditions**”) are a binding contract between the Exhibitor (defined below) and Prospectors & Developers Association of Canada (“**PDAC**”) and govern the Exhibitor’s participation in the PDAC 2022 Convention (“**Convention**”).

If you are an Exhibitor, then by submitting an Exhibitor Application form you signify your agreement to be bound by the most current version of these Terms & Conditions. If the Exhibitor does not agree to these Terms & Conditions, then the Exhibitor may not submit an Exhibitor Application form nor participate in the Convention as an Exhibitor.

Last Updated: February 3, 2022

1. **Key Definitions:** In these Terms & Conditions, the following capitalized words have the following meanings and other capitalized words have the meanings set out elsewhere herein:
 - a. “**Account**” means a valid and subsisting account with PDAC for the purposes of the Convention;
 - b. “**Attendee**” means the attendees of the Convention;
 - c. “**Booth**” means the exhibit space(s) designated by PDAC for use by the Exhibitor;
 - d. “**Exhibitor**” means the person (including an entity or organization) identified in an Exhibitor Application form as “Exhibitor”;
 - e. “**Exhibitor Manual**” means the PDAC Exhibitor Manual for the Convention, available on the Convention website and incorporated into these Terms & Conditions by reference.
 - f. “**Exhibit Hall**” means the designated portion of the Venue reserved for exhibit booth display.
 - g. “**Representatives**” means directors, officers, partners, shareholders, employees, contract workers, agents, affiliates, licensors and other personnel and representatives of the Exhibitor;
 - h. “**Show Management**” means the PDAC representatives managing the Convention;
 - i. “**Terms and Conditions for Convention Attendees**” means the PDAC Terms and Conditions for Convention Attendees, available on the Convention website and incorporated into these Terms & Conditions by reference.
 - j. “**Website**” means the internet website accessible using the domain name www.pdac.ca; and
 - k. “**Venue**” means such portion of the Metro Toronto Convention Centre designated by PDAC as forming the premises for the Convention and as made available to Attendees, Representatives and Exhibitors, as applicable.
2. **Character of the Convention:** The Exhibitor acknowledges that PDAC operates the Convention with the aim of creating an event-space that fosters information-sharing, dialogue and collaboration across the mineral exploration and development industry and with partners and stakeholder groups in a safe, open, non-threatening and non-violent environment and



atmosphere (the “**Character of the Convention**”). In order to cultivate and maintain the Character of the Convention, PDAC reserves the right to take such action as it deems necessary, reasonable and/or in the best interest of the Convention to preserve the Character of the Convention, including, without limitation:

- a. the right to determine the eligibility of any company, product or service to attend and/or be displayed or exhibited at the Convention; and
- b. the right to restrict, limit, prohibit or evict any Exhibitor, Representative, Attendee, person(s), product, exhibit, demonstration or activity which:
 - i. detracts from or disrupts the Character of the Convention;
 - ii. causes any nuisance, disruption, barrier or distraction to the Convention and its Attendees, Exhibitors and sponsors; or
 - iii. violates the Terms & Conditions, including without limitation, the PDAC Exhibitor Manual and the Terms and Conditions for Convention Attendees.

In the event PDAC takes any of the above actions with the intent of preserving the Character of the Convention, PDAC shall not be liable to the Exhibitor, its Representatives or any Attendee for any exhibitor, membership, attendee or other fees, expenses or costs whatsoever incurred by the Exhibitor, its Representatives or any associated Attendees.

Exhibitor agrees to abide by the terms, conditions, procedures and guidelines set forth in the PDAC Exhibitor Manual, which is available here and is incorporated into these Terms & Conditions by reference.

Violation of these Terms & Conditions may result in PDAC removing the Exhibitor from the Convention and/or immediately canceling the Exhibitor’s Booth without any recourse by the Exhibitor, its Representatives and/or associated Attendees to PDAC for any fees, costs and expenses. PDAC may further disqualify the Exhibitor from participating at future conventions and events hosted by PDAC.

3. Subletting or Reselling of Exhibit Space(s):

- a. Subletting or reselling of the Booth is prohibited. The Exhibitor must occupy the Booth, be figured prominently at all times and be responsible for the safe operation of the Booth in compliance with these Terms & Conditions and applicable law.
- b. Exhibitors may contact PDAC to apply for an official name change if they wish to change their name on file.
- c. PDAC only permits one listing per Booth. PDAC does not permit sub-listings online or in printed materials for exhibitors with fewer than four 10’ wide booth spaces.
- d. Exhibitors are not permitted to submit an application on behalf of another person or organization or otherwise disguise the beneficial operator of the Booth.

4. **Booth Availability and Eligibility:** Booths are assigned on a first-come, first-served basis (subject to availability). PDAC reserves the right to alter the assigned Booth or any part thereof if it is deemed necessary in the best interest of the Convention and the Exhibitor agrees to provide commercially reasonable assistance with the same if required by PDAC during the Convention. PDAC reserves the right to reject applications by a prospective Exhibitor for a Booth for any reason whatsoever if PDAC determines the rejection is in the best interest of the Convention, including, without limitation, in order to maintain the Character of the Convention. Relocation/expansion requests may be made in writing to PDAC and are processed in priority sequence based on the date and time the completed Exhibitor Application form is received. PDAC will utilize commercially reasonable efforts to accommodate requests from Exhibitors for their preferred location amongst the available booth space.

5. **Exhibit Space Rental Inclusions:** See the Convention Website: www.pdac.ca/convention/exhibits for up to date booth inclusions for the Exhibit Hall. When PDAC goes back to in person and without restrictions on the number of participants/exhibitors, the PDAC 2020 Exhibitors will be given priority renewal on the Booths they physically occupied at the PDAC 2020 Convention. PDAC reserves the right to place the Exhibitors in the Exhibitor listing in any order PDAC deems appropriate (e.g. PDAC is not responsible if competing company's name/logos are side-by-side during an Attendee sort of the Exhibitor list).

6. **Payment Terms:**
 - a. Exhibitor Application forms must be accompanied by payment information and will be processed upon receipt. Credit card is the official payment method. If you are unable to pay by credit card, please contact gblakey@pdac.ca (Investors Exchange, Prospectors Tent) or kcharters@pdac.ca (Trade Show) for an alternative payment method. Failure to provide full payment by November 16, 2021 constitutes a cancellation of these Terms & Conditions and PDAC reserves the right to cancel and reassign the Exhibitor's proposed Booth without notice after this date. For greater clarity, the Exhibitor's obligation to pay fees to PDAC for the full rental fee plus applicable taxes survives termination of these Terms & Conditions subject to Section 7 (Cancellations) below.
 - b. PDAC does not process new Exhibitor booth rental fees unless an exhibit space has been offered and accepted. If payment is required, PDAC will contact the Booth Representative for payment information.
 - c. Exhibitors applying for the Corporate Member Booth rate must also submit a PDAC 2022 Corporate Membership Application form with payment information. Exhibit rental fees and Corporate Membership payment will be processed upon receipt. PDAC reserves the right to process exhibit payment at the Non Member rate if the PDAC 2022 Corporate Membership Application form and payment does not accompany an Exhibitor Application form. Corporate Membership payments are non-refundable.

7. **Exhibitor Requested Cancellations:** All cancellation requests must be executed in writing by the Exhibitor and delivered to PDAC. Administrative fees will be levied for cancellations and are based



on the date the cancellation request is received. See below for the cancellation fee schedule. All in person booth spaces that are cancelled at the request of the Exhibitor will be reassigned and/or resold.

Cancellation fee schedule:

- Up to and including April 11: 75% refund
 - April 12- May 9: 50% refund
 - After May 9: Exhibitors are responsible for the full rental fee plus applicable taxes
- *Corporate Membership fees are non-refundable.

Exhibit Type Substitution:

Exhibitors may request to switch from exhibiting in person to online until Tuesday, May 24, 2022. Upon acceptance of the exhibitor's request, a refund or invoice for the difference in fees will be issued at that time.

8. Display and Exhibits:

- a. If an Exhibitor does not occupy their exhibit space by the first day of the Convention at show open, PDAC may occupy and/or reassign the space.
- b. Exhibits must be appropriately finished on all sides and surfaces, as more particularly set out in the Exhibitor Manual. If such surfaces remain unfinished at the start of the Convention, PDAC may authorize the official contractor to apply the necessary finishing at the Exhibitor's sole cost and expense.
- c. Displays and exhibits must comply in all cases with the specifications and regulations on building displays set out in the Exhibitor Manual.

9. Floor plan approval: Exhibitors occupying four or more booth spaces are required to submit a final booth floor plan to Exhibit Management no later than Monday April 25, 2022. PDAC will not review or approve multiple floor plans. Failure to submit a floor plan by the above deadline will result in an exhibit space reduction to three inline booths.

10. Show Hours and Staffing:

- a. The Exhibitor shall not initiate move-out prior to the official Convention closing time.
- b. PDAC has the right to alter the Convention dates and hours of the Exhibition Hall in its sole discretion. Exhibitors must mount and staff their booth for the duration of the show.

11. Installation, show and removal of exhibits: The Exhibitor agrees to abide by the hours and dates specified by PDAC for installation and removal of exhibits at the Venue. Packing of exhibits prior to the close of the show is prohibited. Exhibitors shall be liable for all storage and handling charges or failure to remove exhibits by specified times and dates noted in the Exhibitor Manual. During move in/out, while heavy machinery is in operation, children under the age of 16 are not permitted on the show floor as outlined by the Ontario Ministry of Labour. The Exhibitor shall

comply with all health and safety rules and regulations prescribed by PDAC or any governmental entity applicable to the Venue while installing and removing the Exhibitor's exhibits and property.

12. Personal Information: Exhibitors that collect Attendee information from 'Lead retrieval' scanners may only use such information for internal purposes, provided that such use is in compliance with applicable law, and may not share, sell or otherwise transfer the collected information to any third-party, including without limitations any non-Attendees of the Convention. The Exhibitor assumes all responsibility for the use of 'Lead retrieval' scanners and compliance with applicable anti-spam and privacy legislation governing their use and the collected information and shall indemnify, defend and save harmless PDAC in connection with any claims, losses, suits, demands or judgements related to any breach thereof by the Exhibitor.

13. Intellectual Property and Music Licensing:

- a. PDAC has not obtained a music license authorizing the performance of either live or recorded music for the Exhibitors. All copyright fees applicable to music or entertainment used as part of an exhibit are the full responsibility of the Exhibitor. PDAC reserves the right to review the Exhibitor's music license authorization and to prevent music from being playing in any Booth without proper authorization.
- b. The Exhibitor will ensure that it is not infringing or misappropriating any trademarks, copyright or other intellectual property at its Booth or otherwise in connection with the Convention.
- c. The Exhibitor will obtain the appropriate licenses to display or otherwise use any trademark, copyrighted material, or other intellectual property in connection with the Booth, including, without limitation, obtaining the appropriate music licenses from Entandem (www.entandemlicensing.com).
- d. The Exhibitor is prohibited from utilizing or incorporating live music into its exhibit or other promotional activities at the Booth.

14. Security:

- a. PDAC will provide peripheral security at the Venue during the start of move-in to the completion of move-out. Notwithstanding the foregoing, PDAC shall not be liable for any loss, theft or damage to the Exhibitors' Booth, property or materials, whether in transit to and from the Exhibit Hall or within the confines of Exhibit Hall.
- b. All property of the Exhibitor remains at the risk of and under custody and control of the Exhibitor, in transit to and from or within the confines of the Exhibit Hall. PDAC does not accept liability for any loss or damage to the Exhibitors' Booth. The Exhibitor shall exercise all ordinary and usual precautions necessary to maintain custody and control of its property and materials.

15. Damage to Property:

- a. Any damage or injury to persons or property caused by the Exhibitor or its Representatives or by any other person for whom the Exhibitor is responsible at law, shall be the responsibility of the Exhibitor to repair, restore and/or compensation for such injury or damage. For greater certainty, the foregoing applies to damage or injury caused to any Attendees, other exhibitors, the operator of the Venue, PDAC, Show Management any vendor, contractor or supplier of the Venue or any other person.

- b. The Exhibitor is not permitted to paint, tape, nail, screw, drill or tack anything to the walls, columns, floor or ceiling of the Venue, adjoining displays or the official contractor's display materials. The Exhibitor shall be liable for all costs and expenses required to rectify any actions taken to the contrary.
16. **Insurance:** The Exhibitor acknowledges that PDAC does not maintain insurance covering the Exhibitor's property and that it is the sole responsibility of the Exhibitor to obtain business insurance covering such losses by the Exhibitor. All Exhibitors, their contractors and suppliers working in the Exhibit Hall, are required to carry \$3,000,000 liability and property insurance for their operations, merchandise, property and displays while in transit and while at the Convention. Exhibitors must operate and maintain their Booth so that no injury will result to any person or property. All Exhibitors must retain their Certificate of Insurance and be able to present it to Show Management upon request.
17. **Competitive Events:** Competitive events hosted by the Exhibitor which distract from the Convention are prohibited.
18. **Sales Promotions and Draws:** Prize draws conducted by the Exhibitor must be free of obligation on the part of the winner, must take place within the Exhibitor's Booth and shall be conducted in accordance with all applicable laws and regulations, including all provincial lottery and gaming laws and regulations. Only prize draws conducted by PDAC may take place outside of a booth or the Exhibit Hall. Public announcements will not be made on the Exhibitor's behalf and no area of the Venue will be provided or made available to the Exhibitor to post prize winners' names. Hazardous, disruptive and/or nuisance-causing giveaways are prohibited. In cases where audio visual equipment is used, the sound and visual effects must be subdued to such an extent as to ensure limited effect on neighbouring exhibitors. PDAC will not review any prize draws or other promotional activities of the Exhibitor for compliance with applicable laws and regulations, provided that PDAC reserves the right to remove the Exhibitor and terminate these Terms & Conditions in the event it becomes aware that the Exhibitor is operating a prize draw that is contrary to applicable laws and regulations. It is the Exhibitor's responsibility to make sure they operate in compliance with all applicable laws, rules and regulations. Any violations of applicable laws and regulations will be at the sole responsibility of the Exhibitor, and the Exhibitor hereby agrees to indemnify, defend and save harmless PDAC from any losses, suits, claims, fees, costs or expenses arising as a result of the Exhibitor's failure to comply with applicable laws and regulations governing the operation of gaming and lottery operations.
19. **Exhibitor Registration:** All Exhibitors and Exhibitor personnel must complete a registration form with PDAC in order to be granted access to the Convention. PDAC reserves the right to limit the number of Exhibitor personnel to four Representatives per one Booth. If additional Exhibitor staff registrations are needed, two additional staff badges can be purchased on an individual basis. Exhibitor will ensure that all of Exhibitor's Representatives comply at all times with these Terms & Conditions and all applicable laws and regulations.
20. **Competing Exhibitors:** It is the Exhibitor's responsibility to notify PDAC of competing Exhibitors that they wish to be separated from on the show floor. Renewing Exhibitors who do not request relocation are also responsible for completing the "Separate us from" question on the Exhibitor Application form. PDAC will use commercially reasonable efforts to accommodate requests by the Exhibitor included in the "Separate us from" question on the Exhibitor Application form.
21. **Exhibitor conduct, distribution and soliciting:**

- a. Demonstrations, ceremonies, posters/signs, literature and other materials distributed by Exhibitors must be confined to the booth(s) interior. Any literature distributed outside of the Exhibitor's assigned booth space(s), in public areas, will be removed and discarded immediately. Exhibitors are prohibited from soliciting in aisles or in another Exhibitor's booth. Standing in the aisles, in lobbies, intercepting those in attendance or intruding neighbouring booths is also prohibited conducted by the Exhibitor.
 - b. PDAC has the right to restrict or evict any Exhibitor that, in the opinion of PDAC, is a disturbance to neighbouring exhibits as a result of such Exhibitor's abusive, oppressive or otherwise unfair conduct, including, without limitation, soliciting outside the Exhibitor's Booth, distributing promotional materials in a neighbour's booth, creating excess noise or disruption, or engaging in personal conduct which is violent, threatening or off-side the Character of the Convention.
 - c. All events the Exhibitor wishes to conduct in the Exhibit Hall must be approved by PDAC in writing.
 - d. The Exhibitor is prohibited from utilizing the Booth to solicit Attendees to attend any other events that are away from or outside the Venue, operate during the same hours as the Convention and are not affiliated with the Convention.
 - e. If approved, proper security and cleaning services for surrounding areas must be hired by the Exhibitor.
 - f. The Exhibitor and its Representatives must abide by the terms and conditions set out in the PDAC Terms and Conditions for Convention Attendees.
 - g. Distribution of items other than literature describing the Exhibitor's products or services is discouraged.
 - h. Any Exhibitor found to be misrepresenting themselves, their affiliates or their products and/or services will be removed from the Convention at PDAC's sole discretion.
- 22. Fire Department regulations:** Display and packing materials must be flame-retardant. Electrical equipment must be set up in a manner to comply with approved safety standards and must be wired by a licensed electrician. The Exhibitor is required to review and abide by the Fire Regulations for Exhibitors set out in the Exhibitor Manual.
- 23. Personal Protective Equipment:**
- a. All persons involved in the move in/out process must be wearing the appropriate personal protective equipment (PPE) as directed by the Ontario Ministry of Labour. Only persons wearing the appropriate PPE will be permitted on the show floor during move in/out hours.
 - b. The Exhibitor acknowledges that as a result of the Covid-19 Pandemic (defined below), PDAC may implement additional PPE requirements and other health and safety measures in order to protect its staff and all participants at the Convention from the spread of Covid-19. The Exhibitor agrees to abide by such additional health and safety obligations that may be in effect at the time of the Convention and acknowledges that the failure to abide by these additional PPE and health and safety measures constitutes cause for the Exhibitor's removal by PDAC without any recourse to PDAC by the Exhibitor for



reimbursement of any costs or fees incurred by the Exhibitor in connection with the Convention.

24. **Substance Use:** Any persons found to be intoxicated or incapacitated will not be permitted on the Convention floor. The Exhibitor and its Representatives must comply at all times with the substance use provisions of the PDAC Terms and Conditions for Convention Attendees, and any violation thereof will be cause for removal of the Exhibitor and/or its Representatives from the Convention and termination of these Terms & Conditions.

25. **Smoking:** Smoking or vaporizing is not permitted on the show floor.

26. **Trademarks and Feedback:**

a. Feedback: If Exhibitor or any of Exhibitor's Representatives gives to PDAC or any of PDAC's Representatives any feedback (including ideas or suggestions for enhancements or improvements) about the Convention, then PDAC and its licensors and their respective successors, assigns and licensees may use and commercialize the feedback without providing any compensation or acknowledgement to the Exhibitor or any other person. For greater certainty, the Exhibitor and Exhibitor's Representatives will not include in feedback to PDAC any information that is confidential or proprietary to Exhibitor or any other person.

b. Trademarks: PDAC logo and other related marks displayed on PDAC's Website are registered or unregistered Trademarks owned by PDAC or used under license by PDAC. Exhibitor does not have and will not acquire any license or right to use any of PDAC's Trademarks for use during the Convention or otherwise. "Trademark" includes a service mark, logo and any other sign or symbol protected under law. Upon submitting its exhibitor application to PDAC, the Exhibitor grants PDAC a limited right to use its Trademark and logo for use in any Convention material and program guides.

c. Reservation of Rights: All rights not expressly granted by a party under these Terms & Conditions are reserved by the party.

27. **Liability and Restriction:** The Exhibitor shall indemnify, defend and hold harmless PDAC, its officers, directors, employees, agents and suppliers from and against any and all claims, demands, causes of action and costs, including legal fees for damages of any kind whatsoever ("**Claims**"), including without limitation, any Claims arising out of, related to or in connection with (a) any action or omission of any nature by PDAC, including PDAC's failure to hold the Convention as scheduled; (b) any damages to property and injury or death to persons, caused by, arising from or connected with the Exhibitor's occupancy or use of the Booth or any act or omission on the part of the Exhibitor, its employees, agents, contractors, subcontractors or invitees which may cause or result in any such damage, injury or death to any property or persons at the Convention or the Venue; (c) any violation by the Exhibitor or its Representatives of applicable laws and regulations; (d) the failure of the Exhibitor to obtain the insurance coverages required by these Terms & Conditions; (e) any infringement by the Exhibitor of any third-party's intellectual property or other proprietary rights; and (f) any other matter for which the Exhibitor has agreed to indemnify PDAC pursuant to these Terms & Conditions. PDAC reserves the right to change the date or dates upon which the Convention is held, and/or the location at which the Convention is held and shall not be liable for damages or otherwise by reason of any such change. In no event shall PDAC be liable to the Exhibitor for any special, indirect, consequential, punitive or exemplary

damages and in no event shall PDAC be liable to the Exhibitor for any amount in excess of the fees paid by the Exhibitor to PDAC in connection with the Convention.

28. Amendments to Terms & Conditions: PDAC, at its discretion, may make reasonable changes, amendments or additions to these Terms & Conditions from time to time. Upon making any change, PDAC shall utilize commercially reasonable efforts to notify the Exhibitor of any change to these Terms & Conditions and PDAC shall post the updated changes on its Website. Changes made by PDAC may include, but not be limited to, modifications to Exhibit Hall, location, configuration, payment terms or cancellations of the Booth. Any changes, amendments or additions by PDAC shall be binding on the Exhibitor immediately on posting on PDAC's Website, unless the changed Terms & Conditions expressly state otherwise. Exhibitor is solely responsible for checking the "Last Updated" date at the top of these Terms & Conditions prior to attending the Convention and reviewing any changes since the previous version reviewed by the Exhibitor. By exhibiting at the Convention after these Terms & Conditions have been changed by PDAC, the Exhibitor signifies the Exhibitor's agreement to the changed Terms & Conditions. Exhibitor may not change, supplement or amend these Terms & Conditions in any manner, including by way of sending written correspondence to PDAC. Interpretation of these Terms & Conditions shall rest with Show Management in all instances and noncompliance can result in ejection of the offending Exhibitor, or closing of the exhibits and/or loss of renewal status. By submitting the Exhibitor Application form, which incorporates these Terms & Conditions, the Exhibitor agrees to abide by these rules and regulations and by the decisions of PDAC in connection with the same.

29. Term and Termination:

- a. **Term:** These Terms & Conditions apply to the Exhibitor commencing on the date the Exhibitor submits a completed Exhibitor Application form to PDAC or otherwise accepts these Terms & Conditions, and continues in full force and effect until the close of the Convention (including designated move-out times) or until they are otherwise terminated beforehand in accordance with the terms herein.
- b. **Convenience Termination by PDAC:** PDAC may terminate these Terms & Conditions for PDAC's sole convenience effective immediately on written notice of termination to Exhibitor. In the event PDAC terminates these Terms & Conditions in reliance upon this Section 30(b), PDAC shall refund the Exhibitor its registration fees for the Booth (with the exception of any Corporate Membership fees).
- c. **Termination by PDAC For Cause:** PDAC may immediately terminate these Terms & Conditions by providing notice to the Exhibitor in the event the Exhibitor or its Representatives breach any material term of these Terms & Conditions, including any conduct granting PDAC the right to remove the Exhibitor and its Representatives from the Convention and the Venue. In the event PDAC terminates these Terms & Conditions for cause in accordance with this Section 30(c):
 - i. the Exhibitor will immediately pay all amounts due and owing to PDAC under these Terms & Conditions;
 - ii. the Exhibitor forfeits to PDAC any right to reimbursement for any costs, fees, or expenses, including any registration fees, applicable to the Exhibitor's participation in the Convention; and

- iii. each party will remain responsible and liable for all of the party's obligations and liabilities arising prior to the termination of these Terms & Conditions by PDAC for cause.
- d. **Survival:** Notwithstanding any other provision of these Terms & Conditions, the Exhibitor's payment and indemnity obligations and each of sections 7, 12, 14, 16, 26(b), 27, 29(c), 32 and all other provisions necessary to the interpretation or enforcement of those sections, will survive indefinitely after the expiration or termination of these Terms & Conditions and will remain in full force and effect and be binding on the parties.

30. Force Majeure.

- a. In the event that the Convention is cancelled or postponed for any reason beyond PDAC's control (such as, but not limited to, inadequate internet availability, act of war, Acts of God, restrictive government regulations, riots, disasters, strikes, curtailment of transportation facilities, insurrections, war, terrorist activities, quarantine restrictions, or public health emergencies of national or international concern, including without limitation the Covid-19 Pandemic):
 - i. PDAC reserves the right to move the Convention to alternate dates and/or locations, modify the Convention and/or Exhibit Hall layout, move the Convention to a fully digital format, or suspend/postpone the Convention in its entirety;
 - ii. PDAC shall in no way whatsoever be liable to the Exhibitor for any fees paid to PDAC by the Exhibitor which were required to compensate PDAC for expenses incurred up to the time of such cancellation/postponement;
 - iii. At PDAC's option, it may retain any unexpended fees paid to it by the Exhibitor and credit such fees toward the amended/postponed or future date of the Convention; and
 - iv. in the event that the Convention is amended to an entirely digital format, PDAC may offer the Exhibitor an opportunity to switch to exhibiting online. In the event the Exhibitor accepts such offer, a refund for the difference between the in-person exhibit fees and the online exhibit fees will be reimbursed to the Exhibitor.

31. **Covid-19 Convention Alterations.** The parties acknowledge that the Convention is anticipated to take place when Covid-19 Measures may be in effect or may be enacted by governmental authorities to combat the Covid-19 novel coronavirus pandemic (the "**Covid-19 Pandemic**"). "**Covid-19 Measures**" means any quarantine, "shelter in place," "stay at home," workforce reduction, social distancing, "personal protective equipment," shut down, closure, sequester, "return to work," "reopening," safety or similar law, regulation, policy, rule or order promulgated by any governmental entity, in each case, in connection with or in response to the COVID-19 Pandemic, solely to the extent that such COVID-19 Measures are binding upon PDAC, the Convention, and its Attendees. The parties acknowledge that the implementation of any existing or future Covid-19 Measures during the course of the Covid-19 Pandemic may require PDAC to make extraordinary changes to comply with any such Covid-19 Measures, on short notice, which may disrupt the ordinary course operations, expectations or planning of the Convention. The parties acknowledge that in the event that Covid-19 Measures restrict the ordinary course

operations of the Convention, the parties will cooperate in good faith and use commercially reasonable efforts to abide by such Covid-19 Measures to ensure that the Convention proceeds to the extent permitted (if at all) by the Covid-19 Measures.

32. General:

- a. Publicity: PDAC may include in its advertising, marketing and promotional materials information regarding any Exhibitor.
- b. Relationship: The parties are independent contracting parties, and nothing in these Terms & Conditions, or done pursuant to these Terms & Conditions, will create or be construed to create a partnership, joint venture, agency, employment or other similar relationship between the parties. Neither party is authorized to make any representation or commitment, or create any obligation (express or implied), on behalf of the other party.
- c. Governing Law: These Terms & Conditions, the subject matter of these Terms & Conditions and the resulting relationship between the parties will be governed by, and construed in accordance with, the laws of the Province of Ontario, and the federal laws of Canada applicable therein, excluding any rules of the conflict of laws that would lead to the application of the laws of any other jurisdiction.
- d. Disputes between the parties: In the event of any dispute, claim, question or difference between or among any parties hereto relating to any matter, covenant, commitment or agreement provided for in these Terms & Conditions or arising between the parties relating to these Terms & Conditions which the parties are unable to resolve by discussion and negotiation, any party may by written notice (an "**Arbitration Notice**") to the other parties, require same to be settled by arbitration pursuant to and in accordance with the following provisions:
 - i. the arbitration tribunal shall consist of one arbitrator appointed by mutual agreement of the parties involved who is qualified by education and training to pass upon the particular matter to be decided, or in the event of failure to agree within 10 business days from the giving of the Arbitration Notice, any party involved may apply to a Judge of the Ontario Superior Court of Justice to appoint an arbitrator;
 - ii. the arbitrator shall be instructed that time is of the essence in proceeding with his/her determination of any dispute, claim, question or difference and, in any event, the arbitration award must be rendered within 30 days of the submission of such dispute to arbitration;
 - iii. the arbitration shall take place in Toronto, Ontario;
 - iv. in its arbitration award, the arbitrator may award any remedy for any breach of these Terms & Conditions that might have been awarded by the Ontario Superior Court of Justice except where the remedy for such breach has been expressly limited by these Terms & Conditions;

- v. the arbitration award shall be given in writing, and shall be final and binding on the parties and not subject to any appeal on a matter of law, a matter of fact, or a matter of mixed fact and law;
 - vi. the arbitration award shall deal with the question of costs of arbitration and all matters related thereto;
 - vii. judgment upon the award rendered may be entered in any court of competent jurisdiction, or, application may be made to such court for a judicial recognition of the award or an order of enforcement thereof, as the case may be;
 - viii. nothing herein will prevent the party who gave the Arbitration Notice from applying for injunctive relief pending such arbitration proceeding;
 - ix. any arbitration hereunder shall be conducted in accordance with the provisions of the *Arbitration Act, 1991* (Ontario) (as it may be amended or re-enacted from time to time) except as varied or excluded by the provisions of this Section 32(d); and
 - x. The parties will commence legal proceedings regarding a Dispute within six (6) months after the Dispute arises, after which time any and all legal proceedings by the Exhibitor regarding the Dispute will be forever barred. Any shorter time limit provided by law remains unaffected.
- e. **Notices:** Except as expressly set out in these Terms & Conditions, all notices given under these Terms & Conditions will be in writing and will be delivered: (a) to Exhibitor by email or courier delivery to Exhibitor's addresses on record in Exhibitor's Account, or to an alternative address for delivery specified by Exhibitor in a notice delivered to PDAC pursuant to this section; and (b) to PDAC by email to info@pdac.ca or by courier delivery to PDAC's current head office address specified on PDAC's Website or to an alternative address for delivery specified by PDAC in a notice delivered to Exhibitor pursuant to this section. Each party will ensure that the party's email address and related email account is and remains valid and effective throughout the term.
- f. **Assignment:** Exhibitor will not transfer or assign these Terms & Conditions or any of Exhibitor's rights, obligations or liabilities under these Terms & Conditions without PDAC's express prior written consent, and any attempt to do so will be null and void and will have no force or effect. PDAC may assign these Terms & Conditions without Exhibitor's consent. These Terms & Conditions are binding on and will enure to the benefit of each party and each party's successors and permitted assigns.
- g. **Miscellaneous:** If a provision of these Terms & Conditions is held by a court or arbitrator of competent jurisdiction to be unenforceable or invalid for any reason, then the provision will be deemed severed from these Terms & Conditions and the remaining provisions will continue in full force and effect without being impaired or invalidated in any way, unless as a result of the severance these Terms & Conditions would fail in their essential purpose. Except as expressly set out in these Terms & Conditions, each party's rights and remedies under these Terms & Conditions are cumulative and not exhaustive or exclusive of any other rights or remedies to which the party may be entitled under these Terms & Conditions or at law, and each party may pursue any and all of the party's rights and remedies concurrently, consecutively and alternatively. No consent or waiver



by a party to or of any breach of these Terms & Conditions by the other party will be effective unless in writing and signed by both parties, or deemed or construed to be a consent to or waiver of a continuing breach or any other breach of these Terms & Conditions by the other party. Each party will, on reasonable request by the other party, execute any further documents and do any further acts or things that may be necessary to implement and carry out the intent of these Terms & Conditions. The parties have expressly requested and required that these Terms & Conditions and all related documents be in the English language. All communications, notices and documentation provided under these Terms & Conditions will be in the English language only.

33. **Complete Agreement:** These Terms & Conditions, together with the Exhibitor Manual, the Terms and Conditions for Convention Attendees and any other documents incorporated herein by reference, set out the entire agreement between the parties regarding the subject matter hereof, and supersede all previous communications, representations, negotiations, discussions, agreements or understandings, whether oral or written, between the parties regarding the subject matter of these Terms & Conditions.

IF EXHIBITOR DOES NOT ACCEPT AND AGREE TO THESE TERMS & CONDITIONS, THEN EXHIBITOR MAY NOT EXHIBIT AT THE VENUE NOR OCCUPY A BOOTH.