



2022 Online 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 Online Convention (defined below) at the PDAC 2022 Convention (“**Convention**”).

If you are an Exhibitor, then by submitting an Online Exhibitor Application form and each time you use the Platform (defined below) 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 Online Exhibitor Application form nor use the Platform.

These Terms & Conditions relate exclusively to the Exhibitor’s participation in the Convention’s online/online exhibit hall, hosted on the Platform (the “**Online Exhibit Hall**”), and does not provide for any rights to an in-person exhibit-space. If the Exhibitor wishes to exhibit in-person at the Convention, Exhibitor must submit an Exhibitor Application to PDAC for in-person exhibits and agree to be bound by the terms of the 2022 Exhibitor Terms and Conditions related thereto.

Last Updated: January 19, 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 online attendees of the Online Convention;
 - c. “**Booth**” means the online exhibit space(s) designated by PDAC in the Online Marketplace for use by the Exhibitor during the Online Convention;
 - d. “**Exhibitor**” means the person (including an entity) identified in an Online Exhibitor Application form as “Exhibitor”;
 - e. “**Representatives**” means directors, officers, partners, shareholders, employees, contract workers, agents, affiliates, licensors and other personnel and representatives;
 - f. “**Show Management**” means PDAC representatives managing the Convention;
 - g. “**Platform**” means the digital online portal platform designated by PDAC to host the Online Convention during the Convention and on such other additional date(s) as may be determined by PDAC;
 - h. “**Terms and Conditions for Online Attendees**” means the PDAC Terms and Conditions for Online Attendees, available on the convention website and incorporated into these Terms & Conditions by reference.

- i. **“Online Convention”** means the online/online portion of the Convention, made available by PDAC through the Platform, which includes, without limitation, the Online Exhibit Hall, online presentations, meeting and chat rooms and such other online features determined by PDAC from time to time.
 - j. **“Online Exhibitor Manual”** means the PDAC Online Exhibitor Manual, available on the Convention website and incorporated into these Terms & Conditions by reference.
 - k. **“Website”** means the internet website accessible using the domain name www.pdac.ca.
2. **Additional Terms:** Certain features or functionalities of the Platform may be subject to additional terms and conditions (collectively **“Additional Terms”**) available on the Platform. If and to the extent Additional Terms are incorporate into the Platform, such Additional Terms shall be incorporated into these Terms & Conditions by reference. If there is a conflict or inconsistency between these Terms & Conditions and the provisions of any Additional Terms, then the provisions of the Additional Terms will take priority and govern regarding the relevant features or functionalities.
3. **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 Online 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 Online Convention and its Attendees, Exhibitors and sponsors; or
 - (iii) violates these Terms & Conditions, including without limitation, the Online Exhibitor Manual, the Terms and Conditions for Online Attendees and any Additional Terms.

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.

Violation of these Terms & Conditions may result in PDAC removing the Exhibitor from the Online 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.

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

- a. Subletting or reselling of Booths is prohibited. The Exhibitor must staff 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.
- d. Except as permitted by PDAC in writing through authorized PDAC channels, the Exhibitor shall not include, transmit or distribute links, hyperlinks or other online routing through the Booth that directs Attendees to any third party or other entity's website which is not affiliated with the Exhibitor or the Convention.
- e. Exhibitors are not permitted to submit an Online Exhibitor Application on behalf of another person or organization or otherwise disguise the beneficial operator of the Booth.

5. Booth Availability and Eligibility: Booths are assigned on a first-come, first-served basis (subject to availability). PDAC reserves the right to alter the layout of the Online Exhibit Hall and/or the assigned Booth or any part thereof if it is deemed necessary in the best interest of the Online Convention and the Exhibitor agrees to provide commercially reasonable assistance with the same if required by PDAC during the Online 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 Online Exhibitor Application form is received.

6. Exhibit Space Rental Inclusions: See the Convention Website: www.pdac.ca/convention/exhibits for up to date booth inclusions in the Online Exhibit Hall. Exhibitors will have access to their Booth a minimum of 2 weeks before the Online Convention begins. Exhibitors may begin uploading their digital material and building their Booth at that time. 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).

7. Payment Terms:

- a. Online 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. Note: 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 8 (**Cancellations**) below.

- b. 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 Online Exhibitor Application form. Corporate Membership payments are non-refundable.
8. **Cancellations:** All cancellation requests must be executed in writing by the Exhibitor. 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 online booth spaces and presentation opportunities that are cancelled, will be resold to a New Exhibitor.

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.

9. **Display and Exhibits:**

- a. Online exhibits must be tested and available for viewing by Attendees by 8 AM on the opening day of the Online Convention (content uploaded and Exhibitor Booth staff assigned).
- b. If a Booth remains incomplete at the start of the Convention, PDAC may cancel and/or reassign the online Booth without notice.
- c. PDAC reserves the right to remove inappropriate, malicious or objectionable content, or content otherwise in breach of these Terms & Conditions, without warning at the Exhibitor's sole expense.
- d. Preparing, testing, and completing a Booth is the sole responsibility of the Exhibitor. Booths should be professional and engaging. The background of Exhibitor's camera view should be orderly and professional.
- e. Distribution of content other than content describing the Exhibitor's products or services is discouraged.
- f. Any Exhibitor found to be misrepresenting themselves will be removed from the Convention and/or Platform at PDAC's sole discretion. Refer to the Online Exhibitor Manual for more regulations on creating the Exhibitor Booth and uploading content.

10. **Show Hours and Staffing:**

- a. Booths must be staffed or have notification of return time during Online Convention hours.
- b. The Exhibitor shall not initiate removal of or discard its Booth prior to the official Online Convention closing time.

- c. PDAC has the right to alter the Online Convention dates and hours of the Online Exhibition Hall at their sole discretion.

11. **Personal Information:** Exhibitors that collect Attendee information from ‘Booth analytics’ 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 ‘Booth analytics’ 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.

12. **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 Online Convention’s display and webcast is copyrighted by PDAC for the private use of the Attendees and PDAC members. Any other use of the Online Convention content webcast/broadcast, any part thereof, or any pictures, descriptions, or accounts of the Online Convention without PDAC’s written consent is prohibited.

13. **Security:**

- a. PDAC does not accept liability for any loss or damage to the Exhibitors’ Booth materials and content. All content, material and property of the Exhibitor is understood to remain under the Exhibitor’s custody and control.
- b. The Exhibitor will use commercially reasonable efforts to ensure that the Exhibitor, its Representatives or any other person does not, knowingly use any device, software or routine to interfere with the proper working of the Platform and the Online Convention.
- c. PDAC is not responsible for any distribution of materials outside the Online Exhibit Hall.
- d. PDAC shall not be held responsible for the loss of any material by any cause and urges the Exhibitor to exercise normal security precautions, both physical and electronic, to protect its Account and login privileges to the Platform. To the extent of any security breach of the Platform that may be caused by unauthorized access to the Exhibitor’s computer systems or Account, the Exhibitor shall cooperate with PDAC to assess the extent and the cause of the breach and take commercially reasonable measures to mitigate the harmful effects of such breach. The Exhibitor shall notify PDAC of any breach as soon as

practicable, but in no event later than 24 hours after the breach and in any case before notifying any relevant governmental authority.

- e. The Exhibitor agrees to only post material that is available for public consumption. The Exhibitor shall not show or distribute confidential material in the Booth.

14. **Damage to Property:** 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, arising in connection with the Exhibitor or its Representatives delivering any malicious code, whether originated by the Exhibitor or its Representatives or any third party, that contains or executes any viruses, Trojan Horses, worms, spyware, adware, or could otherwise delay, disrupt or damage any software, computers or websites or enables unauthorized third parties to access the Online Convention or the Website, shall be the responsibility of the Exhibitor to repair, restore and/or compensate 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 Platform, PDAC, Show Management any vendor, contractor or supplier of the Convention or any other person. The Exhibitor agrees to indemnify, defend and save harmless PDAC and Show Management from and against all claims, losses, suits, damages, demands or judgements arising in connection with or as a result of the release or delivery of the aforesaid malicious code.
15. **Insurance:** The Exhibitor acknowledges that PDAC does not maintain insurance covering the Exhibitor's intellectual property and that it is the sole responsibility of the Exhibitor to obtain and maintain reasonable insurance coverage to cover the Exhibitor's obligations and liabilities under these Terms & Conditions, including, without limitation, general commercial liability, business interruption, cyber liability (including for data and privacy breaches) and/or personal advertising injury insurance. Exhibitor shall retain their certificates of insurance and be able to present the same to Show Management upon request.
16. **Competitive Events:** Competitive events hosted by the Exhibitor which distract from the Convention are prohibited.
17. **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 Online Exhibit Hall. Public announcements will not be made on the Exhibitor's behalf and no area of the Platform 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.

18. **Exhibitor Registration:** All Exhibitors and Exhibitor personnel must complete a registration form with PDAC in order to be granted access to the Online Convention. PDAC reserves the right to limit the number of Exhibitor personnel to four Representatives per one Booth. Exhibitors can access their Booth 24-hours a day during the Online Convention, and for one month afterward. All Booth staff must register with their own profiles to participate in the Convention. 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. Any persons found to be using the Platform without having registered with PDAC will be immediately removed, and if such person is a Representative of the Exhibitor, PDAC may terminate these Terms & Conditions immediately and remove the Booth and the Exhibitor and its Representative's access to the Platform and the Online Convention.

19. **Use of the Platform:**

- a. **Permitted Use:** Subject to these Terms & Conditions and all applicable laws, Exhibitor may use the Platform for the sole purpose of Exhibitor's lawful participation in the Online Convention only. Use of the Platform for any other purpose or in any other manner is strictly prohibited.
- b. **Notice:** Exhibitor will promptly notify PDAC if Exhibitor: (a) knows of or suspects any unauthorized access to or use of the Platform; (b) knows of or suspects any unauthorized re-broadcast or transmission of the Online Convention or any part, content or program integrated therein; or (c) becomes aware of any complaint, claim or allegation by any other person arising from, connected with or relating to the Platform or the use of the Platform by or on behalf of Exhibitor, and on request by PDAC Exhibitor will cooperate with and assist PDAC to investigate and respond to the complaint, claim or allegation (as applicable).
- c. **Disclosure:** PDAC will collect, use, retain and disclose information regarding Exhibitor and the use of the Platform by and on behalf of Exhibitor as reasonably required to provide the Platform, to perform PDAC's obligations and exercise PDAC's rights under these Terms & Conditions, to protect and enforce PDAC's legal rights and interests or the rights and interests of other persons, and as otherwise permitted by applicable law, including using and disclosing information as PDAC reasonably believes is necessary or appropriate in connection with any claim or dispute, to comply with applicable law (e.g. a subpoena, warrant, court or arbitral order or litigation disclosure obligation), to enforce these Terms & Conditions and other agreements, and to detect, investigate or prevent unlawful or fraudulent activities or other misconduct.
- d. **Disclaimers re: Other Platform Users:** Exhibitor is solely responsible and liable for all of Exhibitor's interactions and dealings with other Attendees and Platform users and the Exhibitor agrees that it deals with other Attendees and Platform users at the Exhibitor's own risk. To the maximum extent permitted by applicable law, PDAC is not responsible or liable to the Exhibitor or any other person for any act or omission by or on behalf of any Attendee or other user of the Platform, including any Attendee or Platform user's performance or non-performance of their obligations under any of the terms of service that govern use of the Platform or other services provided by PDAC. PDAC does not make or give any representation, warranty, condition or guarantee of any nature or kind whatsoever regarding any Platform user or Attendee.

- e. **Technology and Security Disclaimer:** Exhibitor acknowledges that the Platform might be affected by circumstances beyond PDAC's control, might not be continuous, uninterrupted or secure, and are subject to limitations, delays and other problems inherent in the use of the internet and electronic communications. Except as set out in these Terms & Conditions, PDAC has not made and specifically disclaims any representation or warranty, whether express, implied or statutory, including without limitation, the implied warranties of merchantability and fitness of the Platform and/or Online Convention for a particular purpose. PDAC makes no representation that the operation of the Platform or the Online Convention will be uninterrupted or error-free, and provides no assurances that Exhibitor will achieve any specific business results from the use of the Platform or the Online Convention. PDAC is not responsible or liable for any delays, failures or any damage, loss or liability resulting from any such delays, limitations or problems. Exhibitor acknowledges that security measures used by PDAC might not protect the Platform, the Website or Exhibitor's account or the security, integrity or confidentiality of data stored in the Platform or the website. PDAC is not responsible or liable for any unauthorized access to, or use, alteration, theft or destruction of, the Platform or the Website or any related data, whether through accident, fraudulent means or any other method. PDAC is not required to verify the actual identity or authority of Exhibitor, and PDAC may act on any information, instruction or document given through Exhibitor's Account, provided, however, that PDAC reserves the right to suspend or terminate any Exhibitor's Account in the event it becomes aware or suspects that that the Exhibitor is utilizing its Account to misrepresent themselves or their products or services, or to engage in malfeasance contrary to these Terms & Conditions.

20. Exhibitor conduct:

- a. PDAC has the right to restrict or evict any Exhibitor that, in the opinion of PDAC, is a disturbance to the Online Convention as a result of such Exhibitor's abusive, oppressive or otherwise unfair conduct, including, without limitation, creating excess noise or disruption in the Online Convention events, or engaging in personal conduct which is violent, threatening or off-side the Character of the Convention.
- b. The Exhibitor is prohibited from utilizing the Booth to solicit Attendees to attend any other events that are away from or outside the Convention, operate during the same hours as the Convention and are not affiliated with the Convention.
- c. The Exhibitor and its Representatives must abide by the terms and conditions set out in the PDAC Terms and Conditions for Online Attendees.
- d. 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.

21. 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 Platform or 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: The PDAC logo and other related marks displayed on PDAC’s Website or the Platform 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 during the Convention or otherwise. “**Trademark**” includes a service mark, logo and any other sign or symbol protected under law. Upon submitting and Online Exhibitor Application form to PDAC, the Exhibitor grants to PDAC a limited right to use its Trademarks and logo in any Convention material and program guides, including, without limitation, on the Platform.
- c. Reservation of Rights: All rights not expressly granted by a party under these Terms & Conditions are reserved by the party.

22. **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 Platform; (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 of PDAC, Platform or 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 and/or Platform 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 Online Convention.

23. **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 the Online Exhibit Hall, location, Platform, 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 Online Convention and reviewing any changes since the previous version reviewed by the Exhibitor. By exhibiting at the Online 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/Booth and/or loss of renewal status. By submitting the Online 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.

24. Term and Termination:

- a. **Term:** These Terms & Conditions apply to the Exhibitor commencing on the date the Exhibitor submits a completed Online Exhibitor Application form to PDAC or otherwise accepts these Terms & Conditions, and continues in full force and effect until the close of the Online Convention (including designated take-down 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 24(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. In the event PDAC terminates these Terms & Conditions for cause in accordance with this Section 24(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 8, 11, 13, 15, 21(b), 22, 24(c), 26 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.

25. 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 (including the Online Convention) to alternate dates and/or Platform, modify the Convention and/or Online 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; and
- (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 Online Convention.

26. **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 (including the Online 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.

27. **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 27(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.
28. **Complete Agreement:** These Terms & Conditions together with the Terms and Conditions for Online Attendees, the Online Exhibitor Manual and any applicable Additional Terms set out the entire agreement between the parties regarding the 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 USE THE PLATFORM.