

## EVENT VENDOR AGREEMENT

This Event Vendor Agreement (“**Agreement**”) is effective as of the date of submission (the “**Effective Date**”) of the Vendor Application (defined herein) and is entered into between the party or parties named in the Vendor Application (“**Vendor**”), and Southern Hemp Marketplace, LLC (“**Promoter**”).

WHEREAS, Promoter wishes to promote, organize, and present the International Hemp Auction and Market to be held from November 19-21, 2019 (the “**Event**”) at the Williamson County Agricultural Exposition Park in Franklin, Tennessee (the “**Property**”);

WHEREAS, Vendor wishes to purchase certain booth rental rights with respect to the Event;

WHEREAS, to secure Booth Rental (defined herein) at the Event, Vendor completed an application by which the Vendor supplied certain information and agreed to have read and consented to certain documents supplied by Promoter including, but not limited to, this Agreement, the “Waiver and Disclaimer for Event Participants”, “IHAM Qualifications and Guidance”, “Terms and Conditions”, and “Privacy Policy” (collectively, the “**Vendor Application**”);

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and intending to be legally bound, Promoter and Vendor (individually, a “**Party**” and collectively the “**Parties**”) agree as follows:

1. **Vendor Rights and Responsibilities.** Promoter hereby grants to Vendor the non-exclusive rights of the booth space rental (“**Booth Rental**”) selected by Vendor in the Vendor Application and Vendor agrees to be bound by the descriptions and responsibilities of the Booth Rental as more fully described and defined in Exhibit A for the duration of the Event.

2. **Promoter’s Services.** At Promoter’s expense, it will develop, organize, promote, produce, run, and perform all acts necessary for the holding of the Event, including without limitation, those obligations to Vendor as specifically set forth in Exhibit A attached hereto (collectively, the “**Services**”). The location, date, time, hours, and other material information with respect to the Event, including Vendor obligations for booth set-up and take-down, are set forth in Exhibit A.

3. **Payment.** As full and complete consideration for the Booth Rental rights as set forth herein, Vendor shall pay Promoter an amount equal to the Booth Rental and accompanying fee (“**Fee**”) listed in Exhibit A and indicated in the Vendor Application. The Fee shall be due upon the execution of this Agreement and submission of the Vendor Application with such Fee made payable to “Southern Hemp Marketplace, LLC”. Late payments shall be subject to interest charges (the highest amount permissible by applicable law) and collection cost reimbursement.

4. **Term.** This Agreement shall be effective on the Effective Date and shall continue until seven (7) days after the satisfactory completion of the Event unless terminated sooner in accordance with the terms of this Agreement.

5. **Termination.**

(a) **Termination Rights.** Either party may immediately terminate this Agreement, without further liability or obligation, if: (i) the other party (or any of its employees, directors or officers) engages in conduct or activities materially damaging to the business or reputation of the non-breaching party; (ii) the other party (or any of its employees, directors, or officers) engages in conduct or activities which: (A) violate any applicable U.S. state or local laws, rules, regulations, or ordinances relevant to its fulfillment of obligations hereunder; (B) result in an infringement of any patent, copyright, or other intellectual property right of either party or of any third party; or (C) violate the confidentially provisions set forth below; (iii) the other party otherwise materially breaches any provision, warranty, or representation of this Agreement and, if curable, such material breach remains unremedied for a period of ten (10) days following receipt of written notice, or if within ten (10) days of the Event, such breach remains unremedied by the first day of the Event; or (iv) the other party becomes insolvent, makes a general assignment for the benefit of its creditors, suffers or permits the appointment of a receiver for its business, or becomes subject to any proceeding under bankruptcy laws or any other statute or laws relating to the insolvency or protection of the rights of creditors.

(b) **Consequences of Termination.** If the Promoter terminates this Agreement for cause, it shall be entitled to retain the Fee. If the Promoter terminates this Agreement (or cancels the Event) for no reason (i.e., not pursuant to one of the reasons set forth in Section 5(a), or, “without cause”), Promoter will promptly return the Fee to Vendor. If the Vendor terminates this Agreement for cause, it shall be entitled to a full refund of the Fee from Promoter. If the Vendor terminates this Agreement without cause, it shall not be entitled to a refund of the Fee and/or any expenses already incurred by Vendor up through such effective date of termination. Terminations due to events of force majeure are subject to the terms set forth in Section 14. In the event of any termination or expiration hereunder, Promoter agrees to promptly return to Vendor all of Vendor’s property in Promoter’s possession, along with any and all copies thereof (and vice-versa, if applicable).

6. **Representations and Warranties.**

(a) **By Promoter.** The Promoter has the full power, authority, ability, and legal right to execute and deliver this Agreement and perform all of its obligations hereunder, and that there are no pending or threatened claims or litigation which would or might interfere with the performance of its obligations under this Agreement. Promoter further represents and warrants that the Services and any materials or information created or used hereunder by Promoter, in whole and in part, shall not violate the rights of any third party whatsoever (including without limitation, intellectual property rights, privacy, and/or publicity rights).

(b) By Vendor. Vendor represents and warrants to the Promoter that: (i) it shall fulfill its obligations hereunder in a professional and timely manner with reasonable skill and care; (ii) it shall comply with all statutes, ordinances, regulations, and laws of all international, federal, state, county, municipal, or local governments applicable to its obligations hereunder; (iii) it has the full power, authority, ability, and legal right to execute and deliver this Agreement and perform all of its obligations hereunder, including any required permits or licenses to sell, transport, or possess Products as defined in Section 6(b)(v) below, and that there are no pending or threatened claims or litigation which would or might interfere with the performance of its obligations under this Agreement; (iv) that any materials or information it provides hereunder, in whole and in part, shall not violate the rights of any third party whatsoever; (v) any goods or products brought on to the Property by Vendor for sale or sample at the Event (“**Products**”), including products actually sold at the Event or orders taken for Products but not actually sold at the Event, shall fully comply with the laws and regulations of the State of Tennessee regarding the sale, possession, and transportation of such Products; (vi) any Products brought onto the Property by Vendor shall comply with all federal laws and regulations regarding “hemp” as that term is defined therein; and (vii) materials, advertisements, media, promotions, claim, statement, or any other thing provided by or utilized by Vendor in relation to its Booth Rental (“**Vendor Materials**”), including its Products, shall be fully compliant with state and federal law and regulation that pertain to such Vendor Materials and Products, including, but not limited to, any requirement or prohibition from the Food and Drug Administration (“**FDA**”) regarding food and drug labeling, health claims or benefits, or other such required or prohibited content.

7. **Advertising and Publicity; Marks.** Subject to the terms and conditions of this Agreement, Vendor grants to Promoter, its sub-licensees, assigns, and independent contractors the right to use Vendor’s trademarks, trade names, and logo designs and company descriptions as prepared and delivered to Promoter by Vendor (“**Vendor Materials**”), in any medium of advertising, marketing materials, and/or promotional goods related to promoting the Event. Vendor shall not use any trademark, trade name, or logo design of Promoter or the Event without prior written approval by Promoter.

## 8. **Other Responsibilities.**

(a) While the Parties acknowledge and agree that Promoter shall be responsible for all costs associated with planning and hosting the Event (from set up to tear down and everything in between unless otherwise agreed to in writing between the Parties), Vendor shall be responsible for all costs associated with any and all of Vendor’s marketing, promotional, and other activities at the Event (unless otherwise agreed to in writing).

(b) Each party is responsible for the cost of the replacement of any property or items to the extent that they are lost, stolen, damaged, or destroyed by such party, its employees, guests, invitees, and/or agents at the Event. Neither party is responsible for damage to any property or other items to the extent caused by any event or occurrence beyond the reasonable control of such party.

(c) Subject to the terms hereof, each party is responsible for the conduct of its respective employees, guests, invitees, and/or agents at the Event. Either party reserves the right to terminate the Agreement if it reasonably believes that activities taking place during the Event would place them in risk of any unreasonable danger or peril; provided, however, that such belief is first communicated to the other party in order to provide the other party with a reasonable opportunity to cure or prevent such unreasonable danger or peril from occurring in the first instance.

(d) Vendor shall not be liable for any claims, demands, judgments, or actions for personal loss, injury, death, property damage, or otherwise (individually and collectively, a “**Loss**”), suffered by participants, spectators, or others relating to activities at the Event; provided, however, that Vendor (and/or an agent or employee thereof) is not responsible for any such Loss in the first instance.

(e) Vendor shall be responsible for the transportation of any Products brought to the Event or transported from the Event, including, but not limited to, the responsibility to ensure Products meet the requirements, laws, and regulations of any jurisdiction through which Vendor may transport such Products.

(f) Vendor shall be subject to the “Williamson County Ag Expo Center Park Rules and Regulations” attached as Exhibit B and the “City of Franklin Fire Codes” attached as Exhibit C.

9. **Indemnification.** Vendor agrees to indemnify, defend, and hold Promoter, its subsidiaries, affiliates, licensors, content providers, service providers, employees, agents, officers, directors, and contractors (collectively, the “**Indemnified Party**”) harmless from and against any and all third party claims, losses, liabilities, damages, expenses, and costs, including reasonable outside attorneys’ fees and court costs, to the extent arising out of Vendor’s (a) gross negligence or willful misconduct; (b) material breach of any of the terms of this Agreement; (c) sale or provision of any Products by Vendor; or (d) violation of any applicable laws, rules, or regulations. Vendor may not settle any potential suit hereunder without the Indemnified Party’s prior written approval (not to be unreasonably withheld, conditioned or delayed).

10. **Limitation of Liability.** EXCEPT FOR THE PARTIES’ INDEMNIFICATION OBLIGATIONS UNDER SECTION 9 OF THIS AGREEMENT, IN NO EVENT SHALL PROMOTER BE LIABLE UNDER THIS AGREEMENT TO THE VENDOR FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOST BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, AND COSTS OF COVER, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. SUBJECT TO THE VENDOR’S OBLIGATION TO PAY THE FEE TO THE PROMOTER, PROMOTER’S ENTIRE AGGREGATE LIABILITY FOR ANY CLAIMS RELATING TO

THIS AGREEMENT WILL BE LIMITED TO AN AMOUNT EQUAL TO THE FEE PAID BY VENDOR HEREUNDER. ANY CLAIMS MADE PURSUANT TO THIS SECTION MUST BE MADE WITHIN ONE YEAR OF THE INCIDENT TO WHICH THEY RELATE OR FOREVER BE BARRED. THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.

11. **Release from Liability.** Vendor hereby agrees, on behalf of himself, herself or itself, and his, her, or its heirs and personal representatives, to fully and forever discharge and release Promoter, its affiliates, and its partners, agents, operators, managers, employees, and representatives (the “**Released Parties**”) from any and all claims Vendor may have or hereinafter have for any injury, temporary or permanent disability, death, damages, judgments, actions, penalties, liabilities, expenses, costs, and/or causes of action, now known or hereinafter known in any jurisdiction in the world, attributable or relating in any manner to Vendor’s entry upon the Property, participation in the Event, any act related to Promoter’s or Vendor’s obligations under this Agreement, or utilization of the Services, whether caused by the negligence of the Released Parties or by any other reason. Vendor acknowledges and agrees that this release is intended to be, and is, a complete release of any responsibility of the Released Parties for any and all personal injuries, temporary or permanent disability, death, property damage, liabilities, third-party claims, or expenses sustained by the Vendor while on the Property, related to this Agreement, or in any way related to the Event.

12. **Covenant Not to Sue.** Vendor agrees, for himself, herself, or itself, and all of his, her, or its heirs and legal representatives, not to sue the Released Parties or initiate or assist in the prosecution of any claim for damages or cause of action against the Released Parties which Vendor or his or her heirs or legal representatives may have as a result of any personal injury, death or property damage the Vendor may sustain while on the Property, or for any damages, judgments, actions, penalties, liabilities, expenses, costs, and/or causes of action Vendor sustains as a result of participating in the Event or utilizing the Services.

13. **Joinder of other Agreements.** Should Vendor, including any of its officers, employees, representatives, guests, invitees, or other persons attend the Event and choose to purchase any products (“**Products**”) available for sale at or through the Event, such person shall agree to be bound, and will be bound, by the terms of the Waiver and Disclaimer for Event Participants (“**Waiver**”) attached hereto as Exhibit D. Such person is responsible for attesting to the clauses therein and shall make such Waiver a part of this Agreement as if it were first attached hereto.

14. **Force Majeure.** Neither party shall be liable for delay or failure in the performance of its obligations under this Agreement if such delay or failure is caused by conditions beyond its reasonable control, including but not limited to, fire, flood, inclement weather, accident, earthquakes, telecommunications line failures, electrical outages, network failures, acts of God, terrorism, civil commotion, cancellation or closure by the applicable venue, or labor disputes. Each party shall use reasonable efforts to notify the other party of the occurrence of such an event within three (3) business days of its occurrence.

15. **Relationship of the Parties.** The parties hereto are independent contractors and not employees of each other. Nothing in this Agreement, and no course of dealing between the Parties, shall be construed to create or imply an employment, agency, partnership, or joint venture relationship between the Parties. Neither party shall be entitled to enter into any agreement or otherwise bind the other party except as specifically authorized hereunder and/or as pre-approved by such other party in advance.

16. **Confidentiality.** Except for information that is generally known or available to the public (other than publicly available information whose disclosure or sharing is subject to any federal or state information privacy law or regulation), information that is independently discoverable, or information that is not treated as confidential by the party (as indicated in writing by such party), information concerning a party's business is "**Confidential Information**" and proprietary to such party and shall be maintained in confidence and not disclosed, used, or duplicated by the other party, except in connection with performance under this Agreement. The existence and terms of this Agreement shall be considered Confidential Information (which may be disclosed only if and to the extent required by either party in order to fulfill its obligations hereunder and/or as otherwise permitted hereunder). Each party shall return Confidential Information to its owner upon request, including any and all copies thereof. A breach of either party's confidentiality obligations may cause the aggrieved party to suffer irreparable harm in an amount not easily ascertained. The parties agree that such breaches, whether threatened or actual, will give the non-breaching party the right to terminate this Agreement immediately, seek to obtain equitable relief (i.e., obtain an injunction to restrain such disclosure or use without the requirement of posting a bond, and pursue all other remedies said party may have at law or equity).

17. **Governing Law and Venue.** This Agreement will be governed by and interpreted in accordance with the laws of the State of Tennessee, without giving effect to the principles of conflicts of law of such State. The UN Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The Parties hereby agree that any action arising out of this Agreement will be brought solely under the relevant courts located in Williamson County, Tennessee. Both parties hereby submit to the jurisdiction and venue of any such court. THE PARTIES FURTHER AGREE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING FROM THE TERMS OF THIS AGREEMENT. The rights and remedies of the parties as set forth in this Agreement are not exclusive of any other rights and remedies to which they may be entitled under law or contract.

18. **Attorneys' Fees.** If any legal action is commenced related to, or arising out of, this Agreement, the prevailing party in such action shall recover all reasonable out-of-pocket costs actually incurred in connection with defending or prosecuting the action, including, without limitation, all reasonable and out-of-pocket court or arbitration costs or mediation costs and reasonable expert fees and outside attorneys' fees.

19. **Severability.** If any clause or portion of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining clauses or portions shall remain in full force and effect.

20. **No Assignment.** Neither this Agreement, nor any right or interest herein, may be assigned, in whole or in part, without the express written consent of the other party, except that Promoter may assign this Agreement to any affiliated company of such party, and/or a surviving company of such party in the event of a merger, restructuring, reorganization, or sale or transfer of all or substantially all of such party's assets where the surviving company assuming all of such party's obligations hereunder. Any purported assignment that is not expressly permitted by this clause shall be null and void.

21. **Waiver.** No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving party. The failure of either party to enforce any clause of this Agreement shall not be construed as a waiver or modification of such clause, or impairment of its right to enforce such clause thereafter.

22. **Entire Agreement; Modification.** This Agreement, including the attached Exhibits, is the entire agreement between the Parties with respect to its subject matter and supersedes any prior agreement or communications between the Parties, whether written or oral. No representation, inducement, or promise has been made or relied upon by either party, unless expressly set forth in this Agreement. This Agreement may be modified only by a written amendment signed by authorized representatives of both parties. To the extent that the terms are inconsistent with the terms of any attachment, the terms hereof shall govern, unless specifically set forth to the contrary therein.

23. **Survival.** The provisions which are intended to survive any expiration or termination shall so survive, including without limitation, confidentiality, limitation of liability, representations and warranties, and indemnifications.

24. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others.

**In witness whereof, the Vendor has executed this Agreement as of the Effective Date by the Vendor's electronic signature and acknowledgment made through the Vendor Application. The Promoter has executed this Agreement as of the Effective Date by the acceptance of the Vendor's completed Vendor Application and receipt of the applicable Fee.**

## **EXHIBIT A**

### **BOOTH RENTAL OPTIONS**

**“A”- 10’X10’ Booth Space - USD\$1,625.00**

**“B”- 6’X10’ Booth Space - USD\$925.00**

**“C”- Other TBD Booth Space - USD\$TBD**

### **Event Logistics:**

The Vendor shall have access to the Event location beginning at 8:00 am CT on Monday November 18, 2019 in order to set up the appropriate stations, goods, or other items necessary in order to complete the services described. Vendor break down shall be no sooner than 8:00 pm all three days. Vendors are required to follow the Williamson County Ag Expo Park and the City of Franklin’s Rules and Regulations attached hereto.

The Vendor hereby agrees to provide the following services for the International Hemp Auction and Market in exchange for financial compensation outlined below:

- Vendor must provide ***at minimum*** a 20% discount of MSRP on all products sold at the IHAM 2019 Holiday CBD Market.
- Vendors are expected to host their booths from 9:00 am to 9:00 pm each day.
- At least one vendor representative should be present at vendor table all times.
- To display vendor products within the space provided and interact with the event participants in a congenial manner.
- Items that require physical display space must be no larger than allocated booth space on wall or within booth space for standing displays and shall be displayed in a clean and orderly fashion throughout the course of the Event.
- No goods or services not described above may be sold or distributed during this Event without the Client’s express written consent.
- The Vendor is required to leave the area in a clean and serviceable manner.
- The Vendor will display a professional appearance and manner appropriate with the mood and theme (Holiday and Christmas) of the Event being held. The vending station will not in any way interfere with the Event on hand, nor will vending staff leave the station unattended for any great length of time. Any special dress or appearance requirements outside of the accepted norm will be discussed in advance between the Client and the Vendor.

## **EXHIBIT B**

### **Williamson County Ag Expo Center Park Rules and Regulations**

- NO ALCOHOLIC BEVERAGES on the premises at any time. Failure to comply will result in notifying the Williamson County Sheriff's Office
- NO SMOKING in any building, rest room, or stall barn area.
- Skateboards, bicycles, skates, and scooters are not allowed in the main arena at any time.
- Parking is NOT ALLOWED at the building's main entrance, or in any restricted area unless the vehicle has the proper permit (handicap).
- All vehicles must be kept in designated parking areas. If a vehicle is illegally parked, it is subject to being towed.
- NO load-in or load-out through any glass doors, please use roll up doors only.
- Only licensed vehicles with licensed operators will be permitted on roadways.
- Golf carts and mopeds are permitted if operated in a safe manner by licensed drivers. 11 Motorcycles and four-wheelers will not be permitted.
- NO glass containers, bottles, etc. will be allowed anywhere on the grounds for any reason.
- Food vendors are not allowed unless pre-approved by Ag Expo Park management.
- Dogs (pets) are PROHIBITED in the main arena and all areas contained within unless a registered Service Animal, which are allowed.
- No Burning Candles
- Pine Needles are not allowed within any Ag Expo Park building.
- Pyrotechnic displays, and tents must be permitted by the City of Franklin 615-791-3270
- Food Vendors (more than 1 day) must be permitted and have their last inspection report available upon request.
- Health Permits can be secured through the vendor's local Health Department, or Williamson County Health Department @615-794-1542

## **EXHIBIT C**

### **CITY OF FRANKLIN FIRE CODES\*\***

- 8' (minimum) aisle ways must be maintained on mezzanine and arena floor levels
- 3' clearance around all fire extinguishers
- All exit doors (glass doors) must be clear of obstructions (no vendors in lobby).
- All STROBES, EXIT SIGNS and EMERGENCY LIGHTING must remain visible and clear of obstructions.
- Pipe and Drape must be 6'6" or less on the mezzanine level (arena level pipe and drape is not restricted.)
- Can NOT block aisle ways (stairs) to/from seating areas
- Tents: Must be flame resistant and permitted
- No Burning Candles
- Any motor vehicle parked inside the main building can have no more than 5 gallons of gasoline in its tank and must have a locking gas cap or cover. Battery cable must be disconnected.
- All FIRE HYDRANTS must remain accessible and free of obstructions.
- Generators must be inspected and permitted.
- Pine Needles are not allowed within any Ag Expo Park building.
- Pyrotechnic Displays: must be permitted

\*\* Event will be subject to fines and CANCELLATION if these conditions are not complied with and approved by the City of Franklin's Fire Department officials. For more information, please call the Franklin Fire Department @ 615-791-3270, or the Williamson County.

## **EXHIBIT D**

### **Waiver and Disclaimer for Event Participants**

As part of the registration process for all buyers (“Buyers”), sellers (“Sellers”), and attendees (“Attendees”) of the International Hemp Auction and Market (“IHAM” or “Event”), you are required to read and attest to all of the following clauses, including all of the waivers, disclaimers, releases, affirmations, and certifications included herein. This agreement titled “Waiver and Disclaimer for Event Participants” (“Agreement”) describes the terms and conditions that apply to the buying and selling, or contemplated buying and selling, of all goods and products (“Products”) and attendance at IHAM. You must register to be a Buyer, Seller, or Attendee at IHAM and such persons shall collectively be referred to as “Participants” herein. The term Participant includes all persons or entities that desire to buy or sell any Product, or who may actually buy or sell Products, at IHAM. If an Attendee is a minor (“Minor Attendee”), then the parent or legal guardian of the Minor Attendee must execute this Agreement on behalf of the Minor Attendee and accompany the Minor Attendee to the Event.

The promotor and organizer of IHAM is Southern Hemp Marketplace, LLC, and shall be referred to herein as “SHM” which includes any of its employees, officers, affiliates, independent contractors, or assigns. SHM shall provide, or contract to provide, auction services related to the bidding on, selling, and buying of Products at IHAM, collectively referred to as “Services”. IHAM shall be conducted at the Williamson County Agricultural Exposition Park in Franklin, Tennessee, hereinafter referred to as “Property”. By registering as a Participant at IHAM and for using the Services, you agree to be bound by this Agreement and all policies and guidelines incorporated by reference.

The following clauses apply to all Products sold or offered for sale at IHAM and all Participants registering for and attending IHAM:

1. **Release from Liability.** Participant hereby agrees, on behalf of himself, herself or itself, and his or her heirs and personal representatives, to fully and forever discharge and release SHM, its affiliates, and its partners, agents, operators, managers, employees, and representatives (the “Released Parties”) from any and all claims Participant may have or hereinafter have for any injury, temporary or permanent disability, death, damages, judgments, actions, penalties, liabilities, expenses, costs, and/or causes of action, now known or hereinafter known in any jurisdiction in the world, attributable or relating in any manner to Participant’s entry upon the Property, participation in the Event, or utilization of the Services, whether caused by the negligence of the Released Parties or by any other reason. Participant acknowledges and agrees that this release is intended to be, and is, a complete release of any responsibility of the Released Parties for any and all personal injuries, temporary or permanent disability, death, property damage, liabilities, third-party claims, or expenses sustained by the Participant while on the Property or in any way related to IHAM.
2. **Covenant Not to Sue.** Participant agrees, for himself, herself, or itself, and all of his or her heirs and legal representatives, not to sue the Released Parties or initiate or assist in the prosecution of any claim for damages or cause of action against the Released Parties which Participant or his or her heirs or legal representatives may have as a result of any personal injury, death or property damage the Participant may sustain while on the Property, or for any damages, judgments, actions, penalties, liabilities, expenses, costs, and/or causes of action Participant sustains as a result of participating in IHAM or utilizing the Services.
3. **Indemnification.** Participant hereby agrees to defend, indemnify and hold harmless the Released Parties from and against any third party losses, damages, actions, suits, claims, judgments, settlements, awards, interest, penalties, expenses (including reasonable attorneys’ fees) and costs of any kind arising out of Participant’s involvement in any of the Event activities including the sale, purchase and subsequent transportation of Products, the utilization of the Services, or Participant’s use of the Property, whether caused by the negligence of Released Parties or otherwise.
4. **Certification.** Participant certifies that Participant has and will maintain, throughout any transactions contemplated or entered into as a result of participating as a Buyer or Seller at IHAM, any and all required permits, licenses, or any other requirement in any applicable jurisdiction to buy, sell, transport, or take possession of the Products subject to such transactions. If required by SHM, Participant agrees to provide SHM with proof of such permits, licenses, or the satisfaction of other requirements as the context may require. It is the responsibility of Buyer to understand the Products they are buying and the legal ramifications for purchasing such

Products. It is the responsibility of Seller to understand the Products they are selling and the legal ramifications for selling such Products. SHM is not responsible to Buyer or Seller, and makes no warranties regarding, the legality of Buyer or Seller to enter into any transactions or transport and take possession of Products.

5. Participant Warranties. Participant represents and warrants that he or she (a) is at least eighteen (18) years of age; (b) possesses the legal right and ability to enter in this Agreement and enter into transactions to buy or sell Product at IHAM; (c) will use the Services only for lawful purposes and in accordance with this Agreement and any applicable policies; and (d) will be financially responsible for all transactions entered by Participant through the Services.

#### CLAUSES SPECIFIC TO BUYERS

6. “As is” Sale. THE PRODUCTS PURCHASED AT IHAM HAVE BEEN PURCHASED BY THE BUYER “AS IS” AND “WITH ALL FAULTS,” AND THE BUYER ACKNOWLEDGES THAT SHM DOES NOT PROVIDE ANY WARRANTY FOR THE PRODUCTS, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES THAT THE PRODUCTS ARE OF MERCHANTABLE QUALITY OR THAT THE PRODUCTS CAN BE USED FOR ANY PARTICULAR PURPOSE.

7. Disclaimer of Warranties. SHM GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO DESCRIPTION, QUALITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, PRODUCTIVENESS, OR ANY OTHER MATTER, OF ANY PRODUCT WHICH SHM SHALL MAKE AVAILABLE TO BUYER UNDER THIS AGREEMENT AND IN RELATION TO ANY TRANSACTIONS MADE OR CONTEMPLATED AT AUCTION. THE PROMOTER SHALL BE IN NO WAY RESPONSIBLE FOR THE PROPER USE AND SERVICE OF THE PRODUCTS, AND THE BUYER HEREBY WAIVES ALL RIGHTS OF REFUSAL AND RETURN OF PRODUCTS.

8. Disclaimer of Express Warranties. ANY AFFIRMATION OF FACT OR PROMISE MADE BY SHM SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY THAT THE PRODUCTS SHALL CONFORM TO THE AFFIRMATION OR PROMISE; ANY DESCRIPTION OF THE PRODUCTS IS FOR THE SOLE PURPOSE OF IDENTIFYING THEM AND SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY THAT THE PRODUCTS SHALL CONFORM TO SUCH DESCRIPTION; ANY SAMPLE OR MODEL OF THE PRODUCTS IS FOR ILLUSTRATIVE PURPOSES ONLY AND SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY THAT THE PRODUCTS SHALL CONFORM TO THE SAMPLE OR MODEL; AND NO AFFIRMATION OR PROMISE, DESCRIPTION, OR SAMPLE OR MODEL SHALL BE DEEMED PART OF THE BASIS OF THE PARTIES’ BARGAIN.

9. **Disclaimer of Implied Warranties.** ANY SALE MADE OR CONTEMPLATED AT IHAM IS MADE ON THE EXPRESS UNDERSTANDING THAT THERE IS NO IMPLIED WARRANTY THAT THE PRODUCTS SHALL BE MERCHANTABLE OR AN IMPLIED WARRANTY THAT THE PRODUCTS SHALL BE FIT FOR ANY PARTICULAR PURPOSE. THE BUYER ACKNOWLEDGES THAT IT IS NOT RELYING ON SHM'S SKILL OR JUDGMENT TO SELECT OR FURNISH PRODUCTS SUITABLE FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE PRODUCTS ON THE FACE HEREOF.

10. **Disclaimer of Statutory or Regulatory Compliance.** SHM makes no warranties, and specifically disclaims, that any Products purchased by Buyer, at the time of purchase, shipment, or delivery, are in compliance with the laws, rules, and regulations of any jurisdiction, including any federal or state law or regulation, county or municipality ordinance, or any international law. Specifically, SHM makes no warranties that the Products are in compliance with any part of the Federal Food, Drug, and Cosmetic Act (the "Act") or regulation from the Food and Drug Administration ("FDA"). SHM further disclaims any warranties that the Products purchased by Buyer shall conform to any laws or regulations in the jurisdiction where the Buyer takes possession of the Products or any of the jurisdictions that the Buyer transports Products through. This warranty shall be a continuing warranty and shall be binding upon Buyer with respect to all Products that Seller ships or delivers to Buyer (including Products in transit).

11. **Disclaimer of Warranties and Consequential Damages.** SHM shall not be liable for consequential damages of any kind, whether as a result of a loss by Buyer of present or prospective profits, anticipated sales, expenditures, investments, commitments made in connection with this Agreement, or on account of any other reason or cause whatsoever.

12. **Disclaimer of Warranty of Title.** SHM assumes no responsibility that the title conveyed from Buyer to Seller for any Products purchased is good or its transfer rightful, or that the Products shall be delivered free from any security interest or other lien or encumbrance of any third person or free from any rightful claim of any third person by way of infringement or otherwise.

13. **Exchanges or Refunds.** Buyer purchases all Products "as-is" and will not be eligible for an exchange for any reason. Buyer purchases all Products "as-is" and will only be eligible for a refund if SHM, in its sole discretion, authorizes such. Should SHM authorize a refund, SHM shall communicate the terms of such return to the Buyer and Seller.

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