

EXHIBIT CONFIRMATION

The National Retail Federation ("NRF") is a nonprofit tax-exempt association. _____ ("CORPORATION"), a _____ (state/country) corporation, desires to support NRF's mission and purposes by participating in support of the activities described on Attachment A ("Activities"). The purpose of this Exhibit Confirmation is to ensure that both NRF and CORPORATION agree on the planned nature of the Activities and the recognition to be provided for CORPORATION's support. For good and valuable consideration, the parties agree to the following:

Scope. NRF and CORPORATION agree that the Activities will have a specific and limited scope, consistent with NRF's nonprofit purpose and mission. NRF and CORPORATION agree that the purposes of the Activities will be educational in nature, that no product promotion or advertising services by NRF is intended in connection with the Activities, and that the Activities will be conducted in accordance with all relevant NRF guidelines and policies and with all applicable laws. In addition, NRF's participation in the Activities does not convey NRF's approval, endorsement, certification, acceptance, or referral of any product or service of CORPORATION. No materials developed or intended for use in connection with the Activities will be distributed or otherwise used prior to advance review and written approval by NRF. NRF reserves the right to reject any materials that it deems inappropriate in its sole discretion. NRF will provide appropriate acknowledgement and recognition of CORPORATION as specified on Attachment A. The Activities only apply to CORPORATION, and CORPORATION will not extend this Exhibit Confirmation to include any third parties or third party logos.

Proprietary Property. In connection with the Activities, the only permissible uses of NRF's or CORPORATION's proprietary property, such as trade names, trademarks, service marks, logos, trade secrets, or copyrights ("**Intellectual Property**"), other than use by NRF or CORPORATION of their own property in the normal course of their activities, are specified on Attachment A. CORPORATION warrants that it is the sole and exclusive owner of all Intellectual Property that it provides for the Activities. CORPORATION hereby grants NRF with a limited, royalty-free license to use its Intellectual Property for the Activities. Nothing herein shall be construed as providing the any party with ownership of the other's Intellectual Property.

Fees. The amounts of all exhibit fees in connection with the Activities are specified on Attachment A.

Confidential Information. NRF and CORPORATION, on behalf of themselves and their respective agents and employees, agree not to use or disclose at any time any nonpublic information of the other that is labeled or identified in writing as confidential except as may be authorized in writing by the other, if made public through no fault of the receiving party, as may be independently developed by the receiving party, or as may be required to be disclosed by government authority.

Indemnification and Limitation of Liability. CORPORATION assumes all responsibility for any claims arising hereunder including, but not limited to, infringement arising from NRF's use of CORPORATION'S Intellectual Property in accordance with the terms herein and agrees to indemnify NRF, its affiliates, directors, officers, employees, and agents from and against any and all expense or loss suffered by reason(s) of such claims including, but not limited to, reasonable legal fees and costs. EXCEPT FOR ANY INDEMNIFICATION OBLIGATIONS HEREIN, NRF SHALL NOT BE RESPONSIBLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES REGARDLESS OF THE BASIS OF THE CLAIM AND WHETHER OR NOT NRF WAS ADVISED OF THE POSSIBILITY.

Lists. If NRF provides CORPORATION with any list(s) of Conference registrants and/or attendees, CORPORATION acknowledges and agrees that such list(s) and its/their contents are proprietary and confidential data owned exclusively by NRF, and nothing herein shall be construed to transfer such ownership. NRF hereby grants CORPORATION with a limited, revocable, nonexclusive nontransferable license to use the list(s) one time for the sole purpose of notifying Conference registrants and/or attendees of its participation in the Conference. Any other use of the list(s) by CORPORATION will constitute a breach of this Exhibit Confirmation.

Termination. This Exhibit Confirmation term begins and ends on the dates listed in Attachment A. NRF may terminate this Exhibit Confirmation with or without cause with thirty (30) days advance written notice to the CORPORATION in which case, neither party may make further use of the other's name, marks, or other proprietary property or Intellectual Property provided for use in connection with the Activities unless (i) included on materials related to Activities and printed by NRF prior to the effective date of termination, or (ii) unless written authorization is obtained. Either party may immediately terminate this Agreement without liability for acts of God, war, government regulation, disaster, fire, strikes, acts of terrorism, civil disorder, curtailment of transportation facilities or other similar cause beyond the reasonable control of the parties ("**Force Majeure**") making it commercially impracticable, illegal, or impossible to conduct the Activities. If either party terminates this Exhibit Confirmation for Force Majeure, NRF will refund amounts paid by CORPORATION hereunder less actual expenses incurred by NRF in furtherance of the Activities. If NRF terminates this Exhibit Confirmation without "cause" (i.e. no uncured material breach by

CORPORATION occurred), NRF will refund all amounts paid by CORPORATION hereunder except as otherwise stated herein. Except for termination of this Exhibit Confirmation by NRF without "cause" or by CORPORATION for uncured material breach of this Exhibit Confirmation by NRF, termination of this Exhibit Confirmation shall not relieve CORPORATION of its obligation to pay all amounts due hereunder. **Except as otherwise stated expressly herein, amounts paid hereunder are non-refundable.** The parties agree that in no event will NRF's liability exceed the value of this Exhibit Confirmation. Upon termination for any reason, each party agrees to return all confidential and/or proprietary information of NRF, and CORPORATION will return all complimentary badges and attendee lists received hereunder as well as all copies of attendee lists, if applicable.

Late Payment. If any payment due under this Exhibit Confirmation is not made on the due date, CORPORATION will be assessed and agrees to pay a late charge equal to 1-1/2 percent interest or the maximum percentage allowed by applicable law, whichever is less, for each month that payment remains past due. In addition, CORPORATION agrees to be responsible for all costs of collection including, but not limited to, attorneys' fees for any past due balance.

Exhibit Cancellation. Cancellation of this shared exhibit space by CORPORATION constitutes material breach of this Exhibit Confirmation. However, in such event, a fee for cancellation will be due and payable (or retained if previously paid) with notice of cancellation regardless of whether the exhibit space is resold ("**Cancellation Fee**"). For cancellation requests made before or on June 30, the Cancellation Fee due is 50% of the Exhibit Fee. For cancellation requests made after June 30, the Cancellation Fee due is 100% of the Exhibit Fee. The parties acknowledge that cancellation by CORPORATION of the shared exhibit space provided hereunder will result in substantial harm and hardship to NRF that is difficult to ascertain at the time that the parties enter into this Exhibit Confirmation. Therefore, the parties agree that any Cancellation Fee constitutes liquidated damages and not penalties and that these amounts are a fair and reasonable provision for NRF's damages in the event of cancellation regardless of whether the space is resold. NRF does not waive any of its available remedies. Acceptance of cancellation requests is only effective if accepted by NRF in writing and if accompanied by the requisite Cancellation Fee. In the event that CORPORATION enters into separate exhibit or other agreement(s) with NRF in connection with the conference identified in Attachment A of this Exhibit Confirmation, breach or cancellation of any such agreement(s) by CORPORATION will result in cancellation of this Exhibit Confirmation and the applicable Cancellation Fee set forth herein will become due to NRF immediately. In the event that the agreement between NRF and the co-exhibitor for this same shared exhibit space terminates or is canceled, this Exhibitor Sponsorship will terminate and NRF will refund all amounts received hereunder from CORPORATION.

Compliance; Exhibit Termination. CORPORATION warrants that it will comply with all federal, state, and local laws, regulations, and ordinances as well as all guidelines and policies of NRF and the venue. Priority points are not awarded under this Exhibit Confirmation

Venue Requirements. CORPORATION agrees to hire Jacob Javits Convention Center labor to perform the following tasks: loading, unloading and moving CORPORATION freight materials and machinery; loading and unloading decorating equipment to and from a marshalling point on the exhibit show floor except for hand-carried materials; crating and re-crating and all work involved in the erection and dismantling of exhibits, displays, backgrounds and booths; all work requiring the use of bolts and screws or nail fasteners; tying, hanging or nailing; taping of flags, banners, signs; tile and rug-laying; skidding and reskidding; and turntables; handling and delivery of furniture, carpeting, modular interlocking booth systems and other contractor-owned and leased equipment; pad wrapping, protection work, ramp protection; and installing draperies including, but not limited to, wall draperies, table skirting, booth equipment draperies, flag and bunting and party decorations except for "pop-up" booths. Such labor shall be provided on written order at the established rates of the New York Convention Operating Center and such services shall be utilized pursuant to the rules set forth herein and the *Exhibitor Service Manual*. CORPORATION is responsible for all payment for such services. CORPORATION agrees that neither CORPORATION nor any contractor hired by CORPORATION or any vendors supplying goods or services to CORPORATION shall utilize any other labor to perform services described in this section. Contractors are permitted to use their own personnel as managers and supervisors of the labor described above in this section, provided that they have completed a questionnaire and have been approved

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by the Jacob Javits Convention Center, that they are performing only legitimate managerial tasks, and that the contractor maintains a reasonable ratio of managers and supervisors to labor. Employees of the Jacob Javits Convention Center, contractors, employees of contractors, CORPORATION and employees of CORPORATION are prohibited from giving to or accepting from anyone, directly or indirectly, any gratuities or anything else for any reason in the Jacob Javits Convention Center or in relation to any work performed in the Jacob Javits Convention Center.

Miscellaneous. In connection with this Exhibit Confirmation, each party is considered an independent contractor and as such will not have any authority to bind or commit the other. NRF's waiver of any breach or failure to exercise any right provided for in this Exhibit Confirmation shall not be deemed a waiver of any further or future right hereunder. Neither party may assign or transfer its rights or obligations under this Exhibit Confirmation without the prior written consent of the other party unless due to a party's sale of all assets, merger, or similar transaction. Any assignment or transfer

without the required consent is voidable at the non-assigning party's option. This Exhibit Confirmation is binding on the parties and their respective successors and permitted assigns. If any portion of this Exhibit Confirmation is held to be unenforceable, the remaining provisions shall remain in full force and effect, to be read and construed as if the void or unenforceable provisions were originally deleted. The Proprietary Property, Confidential Information, Indemnification, Termination, Late Payment, and Miscellaneous sections will survive the expiration or termination of this Exhibit Confirmation. If there is any conflict between the terms of this Exhibit Confirmation and any of its attachments, the terms of this Exhibit Confirmation shall govern. This Exhibit Confirmation contains the complete understanding between the parties and may be amended or modified only in writing. The parties agree that the terms of any subsequently issued purchase order shall not modify the terms of this Exhibit Confirmation, and the terms of this Exhibit Confirmation shall govern this transaction.

Agreed to this _____ day of _____, 20____, by the authorized representatives of:

CORPORATION

By _____

Printed Name _____ Date _____

NATIONAL RETAIL FEDERATION

By _____

Printed Name _____ Date _____



**NRF 108th NRF Retail Week
Additional Participant Exhibit Confirmation
Attachment A**

Jacob Javits Convention Center, New York, New York
January 13-15, 2019

Please complete the information below. This information will be used to send exhibit booth correspondence.

Corporation/Exhibitor Name (as it should be listed): _____

Street Address: _____ City: _____

State: _____ Zip/Country Code: _____ Country: _____

Telephone: _____ Fax: _____ Toll Free: _____

Web Address: _____

Exhibitor Contact Name: _____ Title: _____

Contact Phone: _____ Fax: _____ Email: _____

What is the name of the Main Company sharing the exhibit space with your corporation? _____

What is the exhibit booth number of the main company? _____

Mark this box if you do not want to receive updates, newsletters, or information to your email address.

Exhibit Fee: \$4,500.00
Full payment is due to National Retail Federation (“NRF”) upon execution of this Exhibit Confirmation agreement by both parties.

Activities:

1. Corporation may receive a standard listing in the onsite interactive maps, the event mobile application, the event website, and the onsite Program Guide, as applicable.
2. Corporation will receive three EXPO-only badges with the Corporation’s name and/or logo for use by three Corporation employees in the NRF 2019 Annual Convention and Expo (“Conference”) exhibition area.



**NRF 108th NRF Retail Week
Additional Participant Exhibit Confirmation -- Attachment A**

Payment Method:

____ Check enclosed for \$ _____, Check # _____
Mail all checks to NRF at P.O. Box 781081, Philadelphia, PA 19178-1081

____ Bank Wire Transfer Routing Number: _____

____ Charge \$ _____ to my ____ AMEX ____ MC ____ VISA ____ Discover ____ Diners Club

Credit Card # _____ Exp. Date ____/____/____

Credit Card Billing Address: _____

Cardholder's Name _____

Signature (required): _____