Terms and Conditions

BOOTH SPACE RENTAL AGREEMENT

WHEREAS the parties hereby acknowledge that they have required that the present agreement be drawn up in English.

WHEREAS MetSoc, and CIM are hosting COM 2027. The METSOC event is being held at the Hotel Bonaventure, Montreal, Quebec, Canada access to which will be given to conference attendees from August 23-26, 2027 hereinafter referred to as the "TRADE SHOW";

WHEREAS the Exhibitor wishes to rent the booth space offered by the METSOC/CIM in connection with the TRADE SHOW, the whole subject to the terms and conditions provided hereafter:

THE PARTIES AGREE THEREFORE AS FOLLOWS:

The METSOC/CIM rents to the Exhibitor, who accepts to rent from the METSOC/CIM, the booth space described on the contract document, subject to the terms and conditions provided hereafter:

GENERAL CONDITIONS

1. The terms hereafter form an integral part of the booth space contract. The company representative signing the contract binds the company to the obligations set forth in this document.

2. The Rent paid by the Exhibitor to the METSOC/CIM covers the physical space, pipe & drape enclosure, table, 2-side chairs, WIFI and standard electrical service. Exhibitors may order additional furnishings from the show officials.

3. The access to participate in the TRADE SHOW or exclusion there from pursuant to the terms and conditions of this agreement is not guaranteed from year to year.

4. The METSOC/CIM may at its sole discretion, change the dates upon which the TRADE SHOW is to be held. Any new dates communicated to the Exhibitor shall be substituted for those set out on the reverse side and shall form an integral part of this agreement.

5. In the event that the TRADE SHOW cannot be held within a reasonable period of time from the starting date of the TRADE SHOW, for whatever reason, the METSOC/CIM may cancel the TRADE SHOW. If such inability results from events beyond the control of the METSOC/CIM, the Exhibitor will have the right to be reimbursed an amount corresponding to the portion of the Rent already paid to the METSOC/CIM for the account of the Exhibitor after deducting an

amount equal to a fraction of the expenses already incurred by the METSOC/CIM for the organization of the TRADE SHOW, which fraction shall have as a numerator the square footage of the Space and as a denominator the total square footage of all of the sites rented to exhibitors for the purpose of the TRADE SHOW. The expenses incurred by the METSOC/CIM shall be established by it and accompanied by receipts or other justifying documents. If such inability results from events under the control of the METSOC/CIM, the Exhibitor shall have the right to be reimbursed for all Rent previously paid to the METSOC/CIM for the account of the Exhibitor without any deduction. In any event, the Exhibitor hereby waives the right to any other reimbursement and to any claim for damages resulting from the cancellation of the TRADE SHOW.

6. Notwithstanding the terms of Section 5, the Exhibitor expressly waives the right to all recourses, claims or causes of action against the METSOC/CIM resulting from the inability of the METSOC/CIM to carry out its obligations under this agreement, in whole or in part, where such inability is caused, directly or indirectly, by an event outside its control such as health safety advisories, fire, storm, flood, war, rebellion, insurrection, riot, civil unrest (actual or potential), earthquake, strike, lock-out, picketing, structural damage to any movable or immovable property directly or indirectly associated with the use and enjoyment of the Space and, without limiting the generality of the foregoing, where such inability results from the actions of the owner of the TRADE SHOW grounds, the municipality where the TRADE SHOW grounds are located or any provincial of federal authority.

7. Permits accessory to the occupation of the Space are the responsibility of the Exhibitor.

8. In the event that the Space allocated to the Exhibitor becomes unusable for any reason whatsoever during the course of the TRADE SHOW, the Exhibitor shall only have to pay Rent for the period during which the Space was usable on a pro rata basis based on the number of days the Space was in use in relation to the total length of the TRADE SHOW. The length of the aforementioned period shall be determined solely by the METSOC/CIM. The Exhibitor waives the right to claim any damages from the METSOC/CIM resulting from the reduced TRADE SHOW period. The METSOC/CIM shall have access to the Space at all times for the purpose of verifying the condition and arrangement of the Space and also to proceed with any work necessary to ensure the upkeep of the grounds.

9. The Exhibitor, upon execution of this agreement, is liable for its acts and gestures and those of its representatives, thereby releasing the METSOC/CIM from any liability associated therewith, and shall indemnify the METSOC/CIM against any loss or damages, whatsoever, suffered by the METSOC/CIM from such acts or for which the METSOC/CIM may become liable for to any person, natural or legal, including (without limiting the generality of the foregoing) any other exhibitor at the TRADE SHOW and the owner of the TRADE SHOW grounds (as well as their respective representatives), as well as any visitor attending the TRADE SHOW. The Exhibitor shall hold the METSOC/CIM harmless and undertakes to take up its defence with

respect to any recourse, cause of action or claim made against the METSOC/CIM resulting directly or indirectly from any act of the Exhibitor or its representatives.

10. The Exhibitor assumes liability for any damage caused by it, its employees, contractors and authorized representatives to the premises of the TRADE SHOW, as well as to the property of the other exhibitors.

11. The METSOC/CIM, as well as its respective representatives, shall under no circumstances be held liable for any use whatsoever including namely, without limiting the generality of the foregoing, the performance, reproduction, broadcasting, and TRADE SHOW by the Exhibitor of any work which is the object of any copyright, trade mark, industrial design, patent or any other intellectual property right. The Exhibitor hereby holds the METSOC/CIM, as well as its respective representatives, harmless and agrees to take up their defence with respect to any recourse, cause of action or claims brought against the METSOC/CIM and each of its representatives, resulting directly or indirectly from any use whatsoever by the Exhibitor of any such work. The Exhibitor hereby declares and warrants to the METSOC/CIM that it has obtained all rights and authorizations necessary for any use of music or any other form of broadcasting which it might make use of during the course of the TRADE SHOW.

12. The Exhibitor shall subscribe for and maintain in force, at its sole expense, at all times from the date the Exhibitor gains access to the Space for the purpose of setting up the exhibit until the final occupation date, civil and public liability insurance (comprehensive coverage) and insurance to ensure the security of property which is under the Exhibitor's care or control or which belongs to it, against any accident and without limiting the generality of the foregoing, fire, theft and vandalism, in an amount not less than ONE (1) MILLION DOLLARS ($1,000,000.00). The insurance policies for the above-noted coverage shall name, as co-insured (including waiver to the right of recourse between co-insured), the METSOC/CIM, the owner of the TRADE SHOW grounds, as well as their respective agents, representatives, officers, directors and employees. It is also agreed that said insurance policies shall be obtained on an occurrence basis.

The Exhibitor shall provide, under penalty of cancellation of this agreement, upon demand by the METSOC/CIM, any document establishing that the above-described insurance has been obtained and is in effect. The Exhibitor shall obtain from the insurers issuing the insurance policies and undertaking that they shall advise the METSOC/CIM by way of a written notice at least ten (10) days prior to any cancellation or modification of these policies.

In addition, the Exhibitor releases and liberates the METSOC/CIM and the owner of the TRADE SHOW grounds, as well as their respective agents, representatives, officers, directors and employees, from any responsibility in respect of the security of the Exhibitor's property and any property under its care, control or possession.

13. The METSOC/CIM reserves the right, at all times, to enter the Space and remove, all or part of the objects exhibited such as, without limiting the generality of the foregoing, printed matter, souvenirs and novelties and to expel from the TRADE SHOW exhibitors or the members

of their personnel, or both, whose conduct is unacceptable given the decorum of the TRADE SHOW. This rule is designed to protect exhibitors against the TRADE SHOW or the operation of objects which are deemed by the METSOC/CIM to be dangerous, unacceptable or reprehensible to the public or to other exhibitors at the TRADE SHOW.

The Exhibitor is prohibited from using any mechanism or apparatus if the use thereof causes excessive noise or is objectionable to the public, neighbouring exhibitors or the METSOC/CIM. All moving machinery must be adequately equipped so as to prevent injuries to spectators, visitors, or other exhibitors.

14. The Space rented and allocated to the Exhibitor shall include the specifications described on the METSOC/CIM web site and will be that which is indicated on the official floor plan of the Space provided by the METSOC/CIM to the Exhibitor. The METSOC/CIM nevertheless reserves the right to make modifications to this plan if same is necessary in order to improve public access or safety. Such modifications, if made, will be brought to the attention of all exhibitors who are affected prior to the opening of the TRADE SHOW.

15. The Exhibitor is strictly prohibited from sponsoring, assigning, subletting, subdividing or, in any way, sharing any part of the Space by permitting its use by any person, natural or legal (including any subsidiary or parent company) or by any group of natural or legal persons whatsoever, who is not party to this agreement, without the prior written consent of the METSOC/CIM.

16. The Exhibitor agrees to utilize the Space and to provide an exhibit of products with the following characteristics:

16.1 the products shall be owned by it;

16.2 the products shall be marketed by it;

16.3 the products shall constitute an added attraction to the TRADE SHOW; and

16.4 the products shall have received the prior approval of the METSOC/CIM.

The Exhibitor does not have the right to permit the TRADE SHOW on the Space of any product whatsoever for which it is neither the manufacturer, the distributor nor the authorized dealer. No signs containing an advertisement contrary to this rule will be permitted during the TRADE SHOW.

17. The Exhibitor is responsible for the behaviour of its employees, mandatories and representatives while such personnel are on the TRADE SHOW grounds. The Space must be adequately staffed by properly attired personnel during the preview, as well as while open to the press and the public. The number and quality of staff must be to the satisfaction of the METSOC/CIM.

18. The Exhibitor is prohibited from distributing price lists, documents, or other material outside of its Space. It is not permitted to use the aisles for solicitation purposes or for the distribution of any item whatsoever, unless previously authorized in writing by the METSOC/CIM.

19. The Exhibitor must, at all times from the opening until the closing of the TRADE SHOW to the public and for the press, maintain the Space in a condition appropriate given the decorum of the TRADE SHOW. The Space must be returned by the Exhibitor in the same condition as it was in when the Exhibitor took possession of it.

20. In the event that the Rent becomes subject to a tax rate change or any other tax (municipal, provincial of federal), such a tax shall also be the responsibility of the Exhibitor.

21. The Exhibitor shall be considered in default under this agreement upon the occurrence of any of the following events:

21.1 the Exhibitor commits and act of bankruptcy according to the Bankruptcy and Insolvency Act (Canada), files or consents to the filing of a petition for a receiving order or a proposal pursuant to the Bankruptcy and Insolvency Act (Canada), or a petition or a motion is granted further to a request by the Exhibitor or a third party for the naming of a trustee, trustee in bankruptcy, receiver, liquidator, sequestrate or coordinator of its property;

21.2 the Exhibitor ceases or takes measures with a view to ceasing its operations;

21.3 if the Exhibitor is a legal person, there is a change in control of the Exhibitor;

21.4 all or a substantial portion of the enterprise of the Exhibitor is sold to a third party.

22. In the event that the Exhibitor is in default pursuant to this agreement and, without restricting the generality of the foregoing, of paying the Rent pursuant to the terms set out in the contract or stipulated on the web site, the Exhibitor hereby recognizes that it shall be formally in default of its obligations without the METSOC/CIM having any obligation to notify, either verbally or in writing, the Exhibitor of the measures it must undertake to remedy its default. The METSOC/CIM shall thereupon have the power to compel the Exhibitor to perform its obligations pursuant to the terms hereof; ii) to perform or have the obligations of the Exhibitor performed at the expense of the Exhibitor; or iii) to unilaterally resiliate this agreement by way of written notice and to retain all payments of Rent already received by it as partial compensation for damages suffered by the METSOC/CIM without prejudice to any other recourse for any damages exceeding such amounts already retained resulting from the default of the Exhibitor to conform with this agreement. Upon such resolution, the METSOC/CIM may retake possession of the Space free from any recourse on the part of the Exhibitor.

With regard to any monetary default, the METSOC/CIM may require, in addition to the amounts due, the payment of interest at an annual rate of twenty-four percent (24% or 2% monthly) applicable to any sum due by the Exhibitor pursuant to this agreement, as well as the repayment

of any reasonable judicial and extra-judicial costs, including fees and disbursements, relating to the payment and recovery of any amount due, including the interest thereon.

23. Each provision of this agreement is separate and distinct, so that any decision rendered by a court to the effect that any of the provisions herein is null or non-executory does not affect, in any way, the validity of any of the other provisions herein or their executory nature.

24. The fact that any party failed to require the performance of any of the undertakings contained in this agreement or the exercise of one of its rights hereunder shall not operate as a future waiver of the exercise of such a right or the performance of such an undertaking. Unless there is a contrary provision, any waiver by one of the parties of any of its rights shall be without effect unless established in writing and then such waiver shall be effective only in respect of the rights and circumstances specifically covered by said waiver.

25. Except as otherwise set out herein, the rights conferred by this agreement may not be assigned, in whole or in part, without the consent of the other party.

26. This agreement binds the parties hereto as well as their respective heirs, legal representatives, successors and assigns.

27. This agreement takes precedence over any other agreement, written or verbal, entered into by the parties.

28. This agreement shall be governed by and interpreted in accordance with the laws of the Province of Québec.

29. The Exhibitor recognizes and declares that all of the clauses of this agreement have been freely discussed among the METSOC/CIM and the Exhibitor and that they are fair with respect to each of the parties, even though the majority of the clauses herein have been drafted by the METSOC/CIM. In addition, the Exhibitor recognizes and declares that the METSOC/CIM has given adequate explanations as to the nature and extent of the clauses in this agreement and that the METSOC/CIM has expressly brought to its attention all external clauses referred to in this agreement, and this prior to the Exhibitor having freely signed this agreement.

30. The parties hereby acknowledge that they have required that the present agreement be drawn up in English. Les parties reconnaissent avoir exigé la rédaction en anglais de la présente convention.