



GS1 Connect 2022: Startup Lab Pitch Competition Exhibitor, Speaker and Registration Agreement

Please carefully read all the terms and conditions set forth below between Startup Lab Pitch Competition 2022 Participant ("Participant", "you" or "your") and GS1 US, Inc. ("GS1 US") relating to the GS1 US event as defined below.

BY SIGNING, PARTICIPANT ACKNOWLEDGES THAT PARTICIPANT HAS READ, UNDERSTANDS AND AGREES THAT THE FOLLOWING TERMS AND CONDITIONS GOVERN THIS GS1 US EVENT UNDER THIS EXHIBITOR, SPEAKER AND REGISTRATION AGREEMENT (THE "AGREEMENT"). IF PARTICIPANT DOES NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT CLICK "I AGREE". THIS AGREEMENT WILL BE EFFECTIVE WHEN YOU CLICK ON "I AGREE" ("EFFECTIVE DATE").

Whereas, GS1 US will hold its GS1 Connect: Startup Lab Pitch Competition 2022 virtually with a recorded pre-release on June 1, 2022 and GS1 US will hold its GS1 Connect 2022: Event, live and in person on June 7-9, 2022 at the Marriott Marquis, San Diego where winners will be announced live, (hereinafter referred to as the "Event"), and whereas, GS1 US will allow third parties to attend and speak at the Event, and whereas, Participant is desirous of sponsoring the Event.

Now, therefore, in consideration of the foregoing and of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GS1 US and Participant hereby agree as follows:

1. Complimentary Registration

As a selected participant at the Event, Participant shall receive the following: (i) two (2) complimentary registration passes to the GS1 Connect 2022 Event at the Marriott Marquis, (ii) participation in (1) 5-minute lighting talk with Judges' Q&A, (iii) video production kit for prerecording of pitch, (iv) pitch coaching to accepted Startup Lab participants, and (v) one (1) Startup Lab kiosk in a GS1 US selected area at the Marriott Marquis, but shall not charge a fee or demand any other compensation from GS1 US in connection with the Event. If any other participation in the Event is desired by Participant, Participant shall be responsible to pay any costs or fees associated with the Events. Any other fees or expenses incurred by Participant in connection with the Event, including, but not limited to, travel and lodging expenses, shall be the sole responsibility of Participant.

IN CONSIDERATION OF GS1 US ALLOWING PARTICIPANT TO PARTICIPATE IN THE EVENT, PARTICIPANT EXPRESSLY AND VOLUNTARILY ASSUMES RESPONSIBILITY FOR ALL RISK OF PERSONAL INJURY, DEATH, OR LOSS PARTICIPANT MAY SUSTAIN RELATED TO THEIR PARTICIPATION IN THE EVENT OR TRAVEL TO/FROM, OR ANY SUCH PERSONAL INJURY, DEATH OR LOSS ASSOCIATED IN ANY WAY WITH THE EVENT OR PARTICIPANT'S TRAVEL TO/FROM, EVEN IF SUCH PERSONAL INJURY, DEATH, OR LOSS IS CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY OF THE RELEASED PARTIES (defined below). For purposes of this Agreement, the term "loss" shall mean all damages, losses, costs, and injuries of every kind and character, including, but not limited to, all economic damages, loss of business opportunities, embarrassment, mental anguish, loss of consortium, loss of services, loss of companionship, and loss of employment. You hereby acknowledge that GS1 US is not responsible for any

costs or taxes that you may incur in connection with the Event. You further acknowledge that a 1099 Misc. Tax Form for the total value of the complimentary registration may be filed with the Internal Revenue Service. You understand that you are liable for any injury or damage caused, or claimed to be caused, by participation in the Event. You acknowledge that GS1 US has not arranged for or will carry any insurance of any kind for your benefit or that of your heirs, executors or assigns or administrators relative to your use or enjoyment of the complimentary registration; and that you are solely responsible for obtaining and paying for any life, accident, property or other insurance relative to your use or enjoyment of the registration. You agree to maintain your behavior in accordance with all applicable laws, GS1 US policies, and generally accepted social practices in connection with participation in any Event-related activity. You understand and agree that GS1 US has the right, in its sole discretion, to disqualify and remove you from any activity at any time if your behavior at any point is disruptive or may or does cause damage to person, property or the reputation of GS1 US. You hereby acknowledge and agree that you are solely responsible for any state, federal and local taxes and fees of any type associated with your receipt and/or use of the complimentary registration, including, without limitation, income taxes and sales and use taxes, and any other expenses not specified in your invitation (including, without limitation, meals, gratuities, in-room charges, travels expenses, transfers, taxes, and ground transportation) are your sole responsibility.

Participant's responsibilities are detailed further in the GS1 Connect 2022: Startup Lab Pitch Competition Contest Official Rules (located at https://www.gs1us.org/documents?Command=Core_Download&EntryId=2495) that are distributed to all Participants prior to the Event and which are incorporated herein by this reference. Participants are required to comply with the guidelines and responsibilities outlined therein.

During the course of the Event, it is not uncommon for Participants to participate in ad-hoc break-out sessions or similar type of unplanned meetings with other companies of the same industry. In any such situation, Participant agrees to adhere to the GS1 US Antitrust Guidelines located at <http://www.gs1us.org/gs1-us-antitrust-compliance-policy>.

2. Privacy and Terms of Use

GS1 US uses the personal data Participants provide, including the name, title and contact information for all persons attending the Event for the purpose of administering Participant's participation in this Event and to make Participant aware of and/or to market other upcoming GS1 US events, products and/or services. Participants hereby represents that he/she has the right to make any personal data Participant provides in the registration available to GS1 US for these purposes. To this end, GS1 US may disclose Participant's personal data to third party service providers (e.g., hotel, mailing houses and other providers engaged by GS1 US to assist in the administration of the Event.). GS1 US may also disclose Participant's personal data to other Event registrants but will do so solely in connection with the Event registrant list and in compliance with our Privacy Policy located at <http://www.gs1us.org/privacy-policy> and Terms of Use located at <http://www.gs1us.org/terms-of-use>. If Participant does not want GS1 US to use Participant's personal data in order to market to Participant other upcoming GS1 US events, products and/or services, Participant may opt-out by contacting GS1 US via email at gs1connect@gs1us.org. Any opt-

out is only effective as to the actual individual requesting to opt-out. If Participant happens to be located or otherwise a resident of the EU, please review Section 12 of our Privacy Policy (located at <http://www.gs1us.org/privacy-policy>), which contains our supplemental privacy notice that applies.

3. Speaker Terms

Participant may provide certain materials and information to GS1 US and/or conference attendees in connection with the Event, including, but not limited to, Participant's name, title, employer's name and logo, profile, biographical information (collectively, the "**Materials**"). Participant shall be responsible for making their own travel and lodging arrangements. Participant shall develop their presentation following the GS1 Connect 2022 Presentation and Recording Guidelines and submit the draft and final presentation using the designated GS1 Connect 2022 PowerPoint template and in accordance with GS1 US' designated schedule. Participant shall also submit any special A/V requirements to the online Participant registration by the date specified in the Confirmation Letter GS1 US sends to Participant. Participant agrees and acknowledges that: (i) GS1 US shall upload Participant's final presentation pitch to a digital hosting site for pre-release on June 1, 2022, and (ii) use of memory sticks or any type of external hard drive is permitted for purposes of presenting at the Event during a specified date and time. Participant agrees and acknowledges that GS1 US shall have the right, in its sole and absolute discretion, to reject Participant's final presentation and/or cancel Participant's participation in the Event if the presentation is not consistent with Participant's original abstract, does not follow the GS1 Connect 2022 Presentation and Recording Guidelines, or is not in keeping with the high-quality standards GS1 US expects for the Event. Participant shall either participate live or review the recording of the Participant / Moderator Orientation. If requested, Participant shall participate in the GS1 Connect 2022 social media forum to discuss Participant's presentation topic/answer questions in advance of the conference and/or shall provide a quote on their topic/session and a headshot that can be used in promoting Participant's session/topic. Participant shall be present during their scheduled presentation time to fulfill their Participant obligations. Should Participant be unable to present their scheduled presentation, Participant shall immediately notify GS1 US. If Participant finds someone to speak in their place, Participant shall notify GS1 US of the new Participant's name prior to the conference. All Participant substitutions are subject to GS1 US approval, and all substitute Participants must enter into this identical agreement with GS1 US. Participant shall not, in connection with the Event, (i) defame, slander or libel any person, company, organization, or institution; (ii) infringe upon or violate the intellectual property rights of any person, company, organization, or institution; (iii) discuss, present, or address any subjects identified as prohibited subjects by GS1 US; (iv) take unequivocal positions regarding a party's conduct in implementing or complying with GS1 US' guidelines and standards; (v) violate antitrust or other applicable laws or regulations; and/or (vi) make any false or misleading representations concerning Participant or GS1 US or its business. Participant hereby grants to GS1 US a limited, non-exclusive, irrevocable, perpetual, world-wide, royalty-free, right and license to access, use, display, publish, reproduce, copy, distribute, publicly perform, stream (include livestream) and prepare derivative works from the Materials for any purposes, including, without limitation, the purpose of promoting and/or providing information about the Event online at GS1US.org, in print, via social media channels, and in any other media and medium (whether now or hereafter known). For purposes of illustration only, rights granted pursuant to this license include, but are not limited to, the following: (i) GS1 US may post, host, stream

(including livestream) or provide access to the Materials on GS1 US' website; and (ii) GS1 US may use, copy and distribute the Materials in any pre-Event or Event-related publications, information, promotions, or broadcasts in any media and medium. Such licensed rights to stream and use the Materials shall include the right and license to use Participant's employer's name, logos, trademarks, service marks and designs in connection with Participant's participation in the Event, materials related to it, as well as the advertisement and promotion thereof. Further, Participant acknowledges and agrees that GS1 US may, or may authorize others to, transmit, stream (including livestream), broadcast, audio record, photograph, video record, transcribe, or otherwise reproduce, including via print and electronic media, Participant's performance, image, physical likeness and movements, to use Participant's name and biographical data, and to record and reproduce Participant's voice and other sound effects made by Participant during the Event, including the Materials (collectively, "**Recordings or Transmissions**"), that such Recordings or Transmissions may include, but not be limited to, pictures, videos, copies or reproductions of any Materials prepared and/or used in connection with the Event, and that all rights, title and interest in and to such Recordings or Transmissions shall be vested in GS1 US. GS1 US shall have the right to use such Recordings or Transmissions in any medium, format or manner (now known or hereafter devised) GS1 US deems appropriate, in its sole discretion, to advance GS1 US' mission and goals for any commercial or non-commercial purpose and in any derivative works thereof, including, without limitation, in connection with the advertising and promotion of GS1 US or the Event. Participant expressly understands and agrees that any such photograph, film, tape or other recording of Participant's likeness or voice or sound effects made by Participant pursuant hereto, or provided by Participant to GS1 US (e.g., pre-existing content), or any reproductions or modifications thereof and all rights therein, and all results and proceeds of Participant's appearance in connection therewith, shall be GS1 US' sole and absolute property for any and all purposes whatsoever in perpetuity, and GS1 US, and its licensees, successors and assigns, shall have the unlimited right throughout the universe to copyright and publish, exhibit and otherwise use said material or any part thereof in any manner they desire and in all media now known or hereafter devised, subject to the terms and conditions hereof. Participant acknowledges that their services hereunder are a "work made for hire" within the meaning of the U.S. copyright laws. GS1 US shall exclusively and perpetually own all right, title and interest in and to the results and proceeds of Participant's services hereunder, pursuant to copyright, trademark and otherwise (and all renewals and extensions thereof), throughout the universe in all languages, formats and media, now known and later devised. Without in any way limiting the foregoing, Participant acknowledges that GS1 US, and its licensees, successors and assigns, have the right to change, modify, edit, add to, blur, alter, delete, transform, combine with other material or manipulate Participant's name, likeness, movements and voice in connection with its exercise of said rights. The rights granted herein also apply to any property of Participant that GS1 US may photograph. To the extent such rights are not deemed for any reason to be a work-for-hire, Participant hereby assigns all rights, title and interest in any such Recordings or Transmissions to GS1 US. Participant shall perfect GS1 US' rights in and to such Recordings or Transmissions, including the execution of any confirmatory assignment or other documents vesting all right, title, and interest in and to the Recordings or Transmissions with GS1 US. Participant agrees that GS1 US, and its licensees, successors and assigns, shall have sole discretion in determining the extent and manner of the use of Participant's name or likeness or anything else granted herein and are not obligated in any way to use Participant's name, likeness or anything else granted herein or any portion thereof in any medium. Further, Participant acknowledges and agrees that GS1 US may

make the Recordings or Transmissions available to third parties on its website, social media pages or in any other medium or manner and is permitted to otherwise distribute the Recordings or Transmissions to third parties for their unlimited use thereof. Participant hereby waives any right to approve the finished Recordings or Transmissions incorporating such rights. Participant represents and warrants to GS1 US that the Materials are factually accurate and contain no matter that is libelous or otherwise unlawful. Participant further represents and warrants that their performance and the Materials are: (i) Participant's own original work, and do not violate, misappropriate or infringe any third party rights, or (ii) available for use without permission because they are in the public domain, or (iii) if the performance or Materials or any portion thereof are not Participant's own original work or in the public domain, Participant has obtained all necessary permissions and authorizations to use and license the performance or Materials as contemplated in this Agreement. Further, Participant represents and warrants to GS1 US that Participant is free to enter into this Agreement and Participant is not subject to any obligation or disability which will or might prevent Participant from keeping and performing all of the conditions, obligations, covenants and agreements to be kept or performed hereunder; that Participant has not made, nor will make, any agreement or commitment, which could or might be inconsistent or conflicting with this Agreement and has not done, and will not do, any act or thing which could or might impair the value of, or interfere with GS1 US' enjoyment of, the rights granted by Participant and the Services to be rendered by Participant hereunder.

4. Third Party Systems, Software and Links.

If GS1 US publishes a list of Event software (e.g., required video conferencing software) or systems requirements and/or compatible equipment for use in conjunction with the Event, that list neither constitutes an endorsement of that software, data or equipment, nor any warranty or representation that the software, data or equipment will function to Participant's satisfaction. GS1 US has no control over software, systems or equipment manufactured and/or distributed by third parties, and your use of software, systems or equipment is solely your responsibility and GS1 US will not be responsible for any defects, malfunctions or any other problems that may arise in your use of such software, systems or equipment. Such third parties may require you to agree to their terms and conditions and privacy notice as a condition of your use thereof and such agreement is directly between you and such third party and GS1 US is not a party to such agreement. The Event content may contain links to other worldwide web Internet sites. Links to and from the Event content and any other site do not constitute an endorsement by GS1 US of such site, or of its owner or provider, or of any products or services offered for sale thereby or information contained on those sites.

5. Exhibit Terms, Installation & Dismantling

GS1 US will establish exhibition hours for Participant's Booth at the Event and reserves the right to make any changes as it may deem appropriate in its sole and absolute discretion. Participant will set up and be ready to exhibit according to all hours set by GS1 US. Participant may not dismantle their display until the exhibition is finally closed to the public, at the date and time so indicated by GS1 US. Participant agrees explicitly that, in the event that Participant fails to install products and booth properties on time and in their assigned spaces, GS1 US has the right to take possession of Participant's space and lease it to another organization (including a competitive organization).

6. Location & Use of Space

(a) GS1 US will make commercially reasonable efforts to assign Participant the space Participant requests but cannot guarantee a particular location. After initial assignment, GS1 US reserves the right to move Participant's exhibit space location based on the needs of the Event.

(b) Participant will not rent, sell, assign, share or sublet to a third party any of any Participant's booth space or sponsorship opportunities without the prior written consent of GS1 US, which GS1 US may grant or withhold at its sole discretion. No firm or organization not assigned exhibit space will be permitted to solicit business within the exhibit area in general and within Participant's booth in particular. Any third-party personnel located in Participant's booth as Participant's invited guests or contract staff must wear the same logo-identified clothing as Participant's personnel. Participant is solely responsible for the actions of any third-party personnel brought into Participant's booth.

(c) Participant will observe all laws, policies, rules, regulations and directives from the hotel or GS1 US regarding noise levels, lights, entertainment, appropriate dress, and any other activities of personnel under Participant's control. Participant agrees to comply with all fire regulations and to keep aisles clear at all times including during Participant's set up period. Music and other noises, lighting, and booth activities will not interfere with other exhibitors and may be prohibited, regulated or relocated. GS1 US reserves its rights to enforce (on behalf of itself or hotel) any violation of these provisions or applicable laws.

(d) Participant will not conduct any demonstrations, presentations, make solicitations, display materials, or conduct other activities outside designated area within the Startup Lab or Pitch Competition presentation slot. Participant will not bring or distribute alcoholic beverages or other food and beverages in the exhibit hall or Participant's booth area without first obtaining GS1 US' prior written approval. GS1 US may refuse permission to exhibit any products or services GS1 US deems objectionable, unsuitable or inconsistent with the goals of the Event.

(e) Participant agrees not to hold any Competing Conference Activities in the Conference Area (defined below) during the period beginning June 7, 2022, through June 9, 2022, unless granted prior written approval from GS1 US. GS1 US, in its sole discretion, may or may not approve these requests. Participant agrees it will not contract directly with any Conference Venue (defined below) facility for any purpose. Social functions must be scheduled at a time or place where they will not interfere with any activities scheduled by GS1 US or with the exhibition itself. Participant assumes full and sole responsibility for property damage (including any loss of its equipment or proprietary information), personal injury or death to any party, by reason of occurrences at or related to any such functions conducted by it. Persons visiting, viewing or otherwise participating in Participant's Event space are deemed the invitees or licensees of Sponsor and are not the invitees or licensees of GS1 US. GS1 US reserves the right to approve any and all Participant activities to which Event attendees are invited, including, but not limited to, distribution of promotional materials, signage, and private Participant functions. Show management reserves the right to deny and prohibit any such activity if show management deems it necessary. For the purpose of this Agreement, the "Conference Venue" includes The Marriott Marquis, San Diego. "Competing Conference Activities" refer to any event, function, exhibition training, seminar, conference, entertainment, focus group or other activity that, in the sole

discretion of GS1 US, competes with GS1 US and/or the GS1 US Event. The "Conference Area" is defined as a 50-mile radius around the Marriott Marquis, San Diego.

(f) Animals, except for seeing-eye dogs, are not allowed in the Event exhibit area.

(g) Participant's responsibilities are detailed further in the Startup Lab Prospectus that is distributed to all Startup Lab participants prior to the Event and which are incorporated herein by this reference. Participants are required to comply with the guidelines and responsibilities outlined therein.

(h) INTENTIONALLY LEFT BLANK

(i) During the course of the Event, it is not uncommon for Registrants to participate in ad-hoc break-out sessions or similar type of unplanned meetings with other companies of the same industry. In any such situation, Participant agrees to adhere to the GS1 US Antitrust Guidelines located at <http://www.gs1us.org/gs1-us-antitrust-compliance-policy>.

7. Contractor Services & Information

GS1 US, in the best interest of the exhibition, may select certain firms to serve as official contractors to provide necessary support and facilities services. All other such contractors are excluded from exhibit activities unless approved in advance in writing by GS1 US. GS1 US, in its sole and absolute discretion, may make available the assistance of a third party to help Participant with various activities in connection with their space/booth, including assistance with setting up and/or removing Participant's exhibition at the Event. In no event shall GS1 US be liable or responsible to Participant in any way related to the actions or inactions of such third parties in their assistance of Participant, including any negligence or other injuries (up to and including death) caused directly or indirectly by such parties.

8. Indemnity & Limitation of Liability

(a) Participant agrees to defend, indemnify and hold harmless GS1 US and its affiliates, subsidiaries, licensee, distributors, officers, agents, employees and successors and assigns ("**Released Parties**"), from and against any and all judgments, actions, fines, losses, claims or damages, expenses or liabilities, including reasonable attorneys' fees, arising out of: (i) the negligence or willful misconduct of Participant or its agents, (ii) any actual or alleged claims that any laws, rules or regulations were violated or any person or property was damaged or injured (including, without limitation, death) at the Event or in connection with activities associated with the Event; (iii) any claim that the Participant Marks (defined below) misappropriate, violate or infringe any third party rights, including, without limitation, patents, copyrights, trademarks, service marks, trade names or domain names; and/or (iv) Participant's breach or alleged breach of its agreements made hereunder, and/or (v) Participant's construction or maintenance of an unsafe exhibit or other participation at the Event which indemnification obligations shall survive the expiration or termination of the Agreement. Participant shall be fully responsible to pay for any and all damages to property owned by The Hotel, its owners or managers, which results from any act or omission of Participant. Participant agrees to defend, indemnify and hold harmless, the Hotel, its owners, managers, officers or directors, agents, employees, subsidiaries and affiliates, from any damages or charges resulting from Participant's use of the property. Participant's liability shall include all losses, costs, damages, or

expenses arising from or out of or by reason of any accident or bodily injury or other occurrences to any person or persons, including the Participant, its agents, employees, and business invitees which arise from or out of the Participant's occupancy and use of the exhibition premises, the hotel or any part thereof.

(b) YOU, FOR YOURSELF AND YOUR PERSONAL REPRESENTATIVES, HEIRS, SUCCESSORS, AND ASSIGNS, IN CONSIDERATION FOR BEING INVOLVED IN THE EVENT, HEREBY HOLD HARMLESS, RELEASE, INDEMNIFY AND DISCHARGE FROM LIABILITY GS1 US FROM ALL LIABILITY, CLAIMS, JUDGMENTS, DEMANDS, CONTROVERSIES, AGREEMENTS, DAMAGES, ACTIONS, AND CAUSES OF ACTION WHATSOEVER, ARISING OUT OF OR RELATED IN ANY WAY TO THE EVENT, WHETHER IN LAW OR EQUITY, NO MATTER WHAT THE CASE OR NATURE, AND YOU FURTHER WAIVE ANY CLAIM THAT YOU MIGHT STATE OR ASSERT AGAINST GS1 US WHICH YOU HAVE OR MAY HAVE AT ANY TIME ARISING OUT OF YOUR ASSOCIATION WITH, TRAVEL TO OR FROM, OR PARTICIPATION IN THE EVENT OR ANY OF ITS ASSOCIATED ACTIVITIES, OR IN ANY OTHER WAY RELATED TO OR RESULTING FROM THE EVENT. YOU ACKNOWLEDGE AND UNDERSTAND THAT YOU WILL LOSE ANY RIGHT YOU MAY HAVE HAD TO SUE ANY OF THE RELEASED PARTIES BECAUSE OF ANY PERSONAL INJURY, DEATH, OR LOSS YOU MAY SUSTAIN WHILE ATTENDING THE EVENT OR WHICH MAY ARISE FROM OR OUT OF YOUR ATTENDANCE AT THE EVENT, EVEN IF SUCH PERSONAL INJURY, DEATH, OR LOSS RESULTS FROM OR IS CAUSED BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF GS1 US, IN WHOLE OR IN PART. YOU FURTHER AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS GS1 US FROM ANY CLAIM ARISING OUT OF YOUR PARTICIPATION IN THE EVENT, EVEN IF THE CLAIM ARISES OUT OF THE NEGLIGENCE OR GROSS NEGLIGENCE OF GS1 US, IN WHOLE OR IN PART, INCLUDING, WITHOUT LIMITATION, ALL CLAIMS BROUGHT ON OR ASSERTED BY ANY THIRD PARTY AS A RESULT OF ANY PERSONAL INJURY, DEATH OR LOSS YOU MAY SUSTAIN. YOU ACKNOWLEDGE AND AGREE THAT THE RELEASE YOU HAVE GRANTED HEREIN INCLUDES, WITHOUT LIMITATION, ALL DERIVATIVE CLAIMS, INCLUDING, BUT NOT LIMITED TO, LOSS OF CONSORTIUM, LOSS OF SERVICES, AND LOSS OF COMPANIONSHIP, WHICH ARISE OUT OF ANY PERSONAL INJURY, DEATH OR LOSS YOU MAY SUSTAIN FROM OR OUT OF YOUR ATTENDANCE AT THE EVENT, WHICH MIGHT BE STATED AND/OR ASSERTED IN ANY FORUM BY YOUR SPOUSE, CHILDREN, FRIENDS, FAMILY, LOVED ONES AND/OR OTHER THIRD PARTIES.

(c) GS1 US shall not be responsible for the security of Participant's equipment or its proprietary software or hardware information. This limitation of liability applies to equipment for use in the exhibit area, general session, conference sessions, and any other conference rooms or facilities. It is Participant's responsibility to maintain proper insurance coverage for its property and liability. FURTHER IN NO EVENT SHALL GS1 US BE LIABLE TO PARTICIPANT FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST OR DAMAGED DATA, LOST PROFITS OR LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF GS1 US HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF. UNDER NO CIRCUMSTANCES WILL GS1 US' AGGREGATE LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED ONE THOUSAND DOLLARS (\$1,000). THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

9. Representations & Warranties/Observance of Laws

Participant agrees to abide by and observe all laws, rules and regulations, industry guidelines and ordinances of any applicable government authority and all rules of the Event facility, including without limitation, any contest, sweepstakes, lottery and gambling laws for any promotions or giveaways offered at the Participant's Event booth. Each party represents, warrants and covenants to the other party that its performance of its obligations under this Agreement does not violate or conflict with any other agreement or obligation by which it may be bound, and this Agreement does not infringe upon, nor violate, the rights of any third party or any law, regulation, statute, treaty, directive, ordinance or other government authority. Each party represents, warrants and covenants to the other party that it is duly organized under applicable law and that it has the right and authority to enter into and perform its obligations under this Agreement and to grant the rights granted in this Agreement. Participant represents, warrants and covenants that any and all materials created by it or its agents, including, without limitation, the Participant Marks, will not contain any "Offending Material", which is defined as: (1) material that defames GS1 US or any of GS1 US' parent, affiliates or products or is such that might reasonably reflect negatively on any of the same; (2) content that infringes, misappropriates or violates any intellectual property right or any other right of any third party, including, without limitation, copyright, patent, trademark, moral rights, rights of publicity and privacy, false light, defamation and all other rights; or (3) content that is false advertising, patently offensive or illegal. Participant represents, warrants and covenants that it will be fully responsible for acquiring, at its sole cost, all licenses, permits, authorizations and insurance that may be required in order to legally conduct its activities at the Event.

10. Cancellation or Termination

GS1 US reserves the right to cancel or postpone the Event, in its sole discretion, for any or no reason. In the event GS1 US cancels or postpones the Event, GS1 US will provide notice on its website or otherwise send Participant an email notifying Participant of the cancellation or postponement details. If because of war, fire, strike, convention center/hotel construction or renovation project, government regulation, public catastrophe, act of God, terrorism, epidemic, pandemic or the public enemy, the Event, or any part of the Event, is prevented from being held or is canceled by GS1 US, GS1 US, in its sole discretion, shall terminate this Agreement. All changes and/or cancellations will be communicated in writing.

(a) If— because of war, fire, strike, convention center/hotel construction or renovation project, government regulation, public catastrophe, act of God, terrorism, or the public enemy—the Event, or any part of the Event, is prevented from being held or is canceled by GS1 US or the space becomes unavailable, GS1 US, in its sole discretion, shall terminate this Agreement. All changes and/or cancellations will be communicated in writing.

(b) GS1 US may take possession of Participant's Event space and terminate Participant's participation in the Event upon Participant's failure to meet any obligations under this Agreement, including, but not limited to, Participant's failure to: (ii) set up its exhibit prior to the start of the Event, (iii) maintain all exhibited products in good working order, (iv) staff the space fully and in a timely manner, or (v) for violation of GS1 US' standards of conduct (including, but not limited to, engaging in violent, illegal, threatening, or discriminatory conduct).

11. Governing Law

All terms and conditions in this Agreement are subject to and governed by the laws of the State of New Jersey (USA) without regard to conflicts of laws principles. In the event of any dispute involving this Agreement, such dispute will be initiated and litigated in Mercer County in the State of New Jersey (USA).

12. No Separate Agreement

There is no other agreement or warranty between Participant and GS1 US except as expressly set forth in this document and any addenda hereto. The headings used in this Agreement are for organizational purposes only and are not to be used in the interpretation of the substance of this agreement. The rights of GS1 US under this Agreement shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of GS1 US.

13. Additional Terms & Conditions

(a) Participant will not take photographs or make videos or other recordings of the Event without the prior written permission of GS1 US. Participant agrees that GS1 US, and its designees, may record, broadcast, stream (include livestream) transcribe, reproduce, or take photographs and videos of Participant and personnel and of Participants booth space, booth properties and personnel and use this material in any form to promote the Event and agrees to execute any additional releases presented by GS1 US, its licensees or permittees, in connection with such activity. Participant hereby releases GS1 US and its designees from and waives all claims its or its employees or agents may possess, now or in the future, in connection with such activities, and specifically waives any statutory restriction on waivers of future claims or moral rights.

(b) Unless otherwise agreed to in writing by the parties, GS1 US has no exclusivity obligations hereunder and is free to sell sponsorships to any third parties including competitors of Participant.

(c) Participant and personnel under Participant control will wear the official conference badge at all times.

(d) CODE OF CONDUCT /STANDARDS OF BEHAVIOR. GS1 US expects that Participants of GS1 US Events will conduct themselves in a professional manner and comport with acceptable behavior at all times. Any misconduct or violation of this policy may result in a lifetime ban on all future GS1 US events, and any other remedies available to GS1 US at law or in equity. The purpose of this code of conduct is to communicate GS1 US' standards of conduct, to provide general guidelines and illustrate certain examples of unacceptable conduct as a means of avoiding their occurrence. The following are meant to be illustrative in nature and not an exhaustive list of behaviors and should not, in any way, be considered a restriction of GS1 US' right to apply corrective action to cases other than those noted. The Event Content is appropriate for individuals who are eighteen (18) years of age or older. Individuals who are under eighteen (18) years of age should not view the Event Content or participate in the Event.

(e) PERSONAL CONDUCT. The following types of behaviors are not permitted at any time during an Event:

- A. Discourtesy toward Participants, registrants, GS1 US employees, consultants and guests.

- B. Dishonesty, including, but not limited to, theft of money or property, falsifying or misrepresenting business or personal information of any kind.
- C. Deliberate or negligent misuse of or destruction or damage to the property of GS1 US, the host venue, Participants, registrants or guests.
- D. Fighting with or displaying physically or verbally abusive behavior toward or in the presence of any Participants, registrants GS1 US employees, consultants and guests.
- E. Gambling, disorderly conduct, horseplay, or behavior that infringes upon common decency, including the use of vulgar or profane gestures or language.
- F. Failure to comply with professional standards of dress or grooming.
- G. Possession, use, distribution, sale or purchase of, or being under the influence of, alcohol or drugs prohibited by law.
- H. Conduct that results in criminal charges or conviction, or is deemed by GS1 US, in its sole discretion, to be detrimental to GS1 US' image regardless of the disposition of the charges.

(f) HEALTH AND SAFETY

- A. Participants are expected to practice good sanitation or housekeeping.
- B. Participants are expected to use safety devices and/or protective equipment where necessary.
- C. GS1 Connect Startup Lab Pitch Competition Contest 2022 may implement and enforce health and safety protocols established by the CDC, GS1 US and federal, state, and local government agencies and GS1 US reserves the right to make changes in compliance in these protocols at its sole discretion in advance of the Event.
- D. Participants are expected not to interfere with the work of GS1 US employees or vendors.

(g) SECURITY/PRIVACY.

- A. Participants are expected not to improperly disclose any confidential information of GS1 US.
- B. Participants may not possess any unauthorized or concealed firearm or dangerous weapon.

(h) EXPORT CONTROLS AND RESTRICTED COUNTRIES.

GS1 US complies with export controls and economic sanctions laws. All Participants should familiarize yourself with these restrictions. In accepting this Agreement You represent and warrant that: (a) you are not located in, and you are not a national or resident of, any country to which the United States has embargoed goods and/or services, including without limitation, Cuba, Iran, North Korea, Syria or the Crimea region of Ukraine; and (b) you are not a person or entity, or owned by, under the control of, or affiliated with, a person or entity (i) that appears on the U.S. Office of Foreign Assets Control's Specially Designated Nationals List, Foreign Sanctions Evaders List or Palestinian Legislative Council List; the U.S. Department of State's Terrorist Exclusion List; the Bureau of Industry and Security's Denied Persons, Entity or Unverified List; (ii) that is subject to sanctions in any other country; or (iii) that is engaged in the design, development or production of nuclear, biological or chemical weapons, missiles or unmanned aerial vehicles.

(h) ADDITIONAL RESTRICTIONS ON EVENT CONTENT

Except as explicitly authorized in this Agreement, You agree not to archive, download, reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale, or use the Event Content, including any materials or information contained on or obtained from or through Your viewing of the Event. You also agree not to circumvent, remove, alter, deactivate, degrade or thwart any of the Event Content protections contained in the Event Content or software used to distribute the Event Content; use any robot, spider, scraper or other automated means to access the Event Content; decompile, reverse engineer or disassemble any software or other products or processes accessible through the Event stream; insert any code or product or manipulate the Event Content in any way; or use any data mining, data gathering or extraction method. In addition, You agree not to upload, post, e-mail or otherwise send or transmit any material designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Event Content, including any software viruses or any other computer code, files or programs. We may terminate or restrict Your access to or viewing of the Event Content if You violate this Agreement or are engaged in illegal or fraudulent use of the service.

The quality of the display of the Event Content may vary from device to device, and may be affected by a variety of factors, such as Your location, the bandwidth available through and/or speed of Your Internet connection. HD, Ultra HD and HDR availability is subject to Your Internet service and device capabilities. You are responsible for all Internet access charges. Please check with Your Internet provider for information on possible Internet data usage charges. GS1 US makes no representations or warranties about the quality of Your watching experience on Your display.

GS1 US may, in its sole discretion, make the Event Content available for viewing on demand for a period of time after the Event streams live. GS1 US owns all right, title and interest in and to the Event Content, and all recordings thereof, including, without limitation, all on demand content, digital downloads, data compilations, text, and graphics are protected by copyright, trademark and other intellectual property laws. Any unauthorized use of such materials or content is strictly prohibited. Permission is granted to individuals to electronically view and to print hard copy portions of any Event Content made available solely for Your internal business purposes. Any other use of Event Content, including materials made available on the services, including reproduction for purposes other than those noted above, modification, distribution, or republication, any form of data extraction or data mining, or other commercial exploitation of any kind, without prior written permission of an authorized officer of GS1 US is strictly prohibited. You agree that You will not use any robot, spider, other automatic device, or manual process to monitor or copy our web pages or the Event Content contained therein without prior written permission of an authorized officer of GS1 US.

14. Severability

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict of any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and

enforced as if the Agreement did not contain the particular term or provision held to be invalid.

15. Waiver

The failure of GS1 US to enforce any provision of this Agreement shall not constitute a waiver by GS1 US of that or any other provision.

16. Notices

All notices required to be given under this Agreement, unless specifically stated to the contrary in this Agreement, shall be in writing and sent to GS1 US at 300 Charles Ewing Boulevard, Ewing, NJ 08628.

17. License

(a) Participant hereby grants GS1 US and its agents, a limited, non-transferable, royalty-free, fully-paid, worldwide, non-exclusive right and license to use the Participant's names, logos, trademarks, service marks and designs associated with Participant and Participant's associated start-up organization (collectively, the "**Startup Lab Pitch Competition Participant Marks**") in connection with Participant's participation in the Event, materials related to it, as well as the advertisement and promotion thereof. GS1 US recognizes and acknowledges that: (i) it will not challenge or contest the exclusive ownership of the Startup Lab **Pitch Competition** Participant Marks by Sponsor or aid or abet anyone else in doing so; (ii) the goodwill associated with GS1 US' use of the Startup Lab **Pitch Competition** Participant Marks inure solely and exclusively to Participant; and (iii) it will not acquire any rights to the Startup Lab **Pitch Competition** Participant Marks as a result of GS1 US' use thereof, and that all such use by GS1 US will inure to Participant's benefit.

(b) GS1 US hereby grants Participant a limited, non-transferable, royalty-free, fully-paid, worldwide, non-exclusive right and license to use its designated marks and logos (collectively, the "**GS1 US Marks**"), as approved in writing by GS1 US, solely in connection with Participant's sponsorship of the Event, materials related to it, as well as the advertisement and promotion thereof. Participant recognizes and acknowledges that: (i) it will not challenge or contest the exclusive ownership of the GS1 US Marks by GS1 US or aid or abet anyone else in doing so; (ii) the goodwill associated with Participant's use of the GS1 US Marks inures solely and exclusively to GS1 US; and (iii) it will not acquire any rights to the GS1 US Marks as a result of Participant's use thereof, and that all such use by Participant will inure to GS1 US' benefit. The documents and other materials provided by GS1 US at or in connection with the Event (including, without limitation, any Event attendance list) (collectively, the "**Documents**") are owned by GS1 US or its licensors and all right, title, and interest therein are the property of GS1 US (or its licensors) and are protected by U.S. and international copyright, trademark, patent, or other intellectual property rights and laws to the fullest extent possible. GS1 US grants Participant a limited non-exclusive, revocable, non-assignable, personal, and

non-transferable license to use the Documents solely for Participant's internal business purposes. Except as expressly authorized by GS1 US, Participant shall not, nor shall Participant allow any third party (whether or not for Participant's benefit or otherwise) to, reproduce, modify, create derivative works from, publicly display, perform, publish, distribute, disseminate, or circulate to any third party (including, without limitation, on or via a third-party website or platform), the Documents, materials or any information contained therein. PARTICIPANT ACKNOWLEDGES THAT ITS USE OF THE DOCUMENTS AND MATERIALS/DATA OBTAINED THEREFROM IS AT ITS OWN RISK. PARTICIPANT AGREES GS1 US WILL NOT BE RESPONSIBLE FOR ANY LIABILITY ARISING FROM OR RELATED TO PARTICIPANT'S USE OF THE DOCUMENTS AND MATERIALS/DATA OBTAINED THEREFROM AND THAT PARTICIPANT IS SOLELY LIABLE FOR ANY DAMAGES ARISING FROM USE OF THE DOCUMENTS OR MATERIALS/DATA THEREIN AND PARTICIPANT WILL INDEMNIFY AND HOLD GS1 US HARMLESS FROM ALL SUCH LIABILITY.

(c) All rights in and to the GS1 US Marks not expressly granted to Participant are hereby expressly reserved to GS1 US, without restriction. All rights in and to the Participant Marks not expressly granted to GS1 US are hereby expressly reserved to Participant without restriction. For clarity purposes, all rights in and to the Event, including, without limitation, the Event name shall be retained by GS1 US.

(d) Participant will submit to GS1 US, for GS1 US' prior written review and approval, all proposed materials (including advertising signs and promotional materials) that Participant intends to use in connection with the Event or otherwise promote its association with the Event that expressly or by implication, represent itself as having any authority to make contracts in the name of or binding on any other party, or to obligate or bind any other party in any way. This Agreement is not for the benefit of any third party and will not be deemed to give any right or remedy to any such party, whether referred to in this Agreement or not.

18. Modification

This Agreement may be modified by mutual agreement. Any such modification of this Agreement shall be stated in writing and shall be attached hereto and become part of this Agreement.

19. Termination

If Participant violates the terms of this Agreement, GS1 US may, at its sole discretion, close a display, refuse to provide the registration or other benefits, terminate this Agreement and withdraw its acceptance of the Agreement, as well as refusing participation in future exhibitions.

20. Relationship of the Parties

Nothing contained in this Agreement will be construed to place the parties in the relationship of principal and agent, master and servant, employer and employee, partners, or joint ventures, and no party will, either expressly or by implication, represent itself as having any authority to make contracts in the name of or binding on any other party, or to obligate or bind any other party in any way. This Agreement is not for the benefit of any third party and will not be deemed to give any right or remedy to any such party whether referred to in this Agreement or not. This Agreement is not assignable by the Participant, either in whole or in part.

21. Independent Legal Advice

Each party acknowledges that it has obtained or has been afforded the opportunity to obtain, independent legal advice with respect to this Agreement and that it understands the nature and consequences of this Agreement. No provision of this Agreement will be interpreted against the drafting party as a result of such drafting.

22. Agreement Foreign Language Translation Waiver

This Agreement has been drafted in the English language. In the case of discrepancies between the English text version of this Agreement and any translated version (if any) made by Participant, the English version shall govern and prevail. To the extent that Participant resides or is otherwise located in a country or jurisdiction that requires contracts to be translated into the officially recognized language in order for the Agreement to be valid and/or enforceable, Participant expressly waives the applicability of such requirement. Further, to effectuate the intent and purposes of this Section 19, Participant agrees to waive the right to claim the contract is invalid or unenforceable because it has been agreed to in the English language.

23. Additional Documents

If you are a participating in the Startup Lab Contest, you additionally agree to the GS1 Connect 2022: Startup Lab Pitch Competition Contest Official Rules located at https://www.gs1us.org/documents?Command=Core_Download&EntryId=2495. To the extent of a conflict between this Agreement and the Official Rules, the Official Rules shall govern and control in all respects.

24. THIRD PARTY SYSTEMS, SOFTWARE AND LINKS

If GS1 US publishes a list of Event software (e.g., required video conferencing software) or systems requirements and/or compatible equipment for use in conjunction with the Event, that list neither constitutes an endorsement of that software, data or equipment, nor any warranty or representation that the software, data or equipment will function to Participant's satisfaction. GS1 US has no control over software, systems or equipment manufactured and/or distributed by third parties, and Your use of software, systems or equipment is solely Your responsibility and GS1 US will not be responsible for any defects, malfunctions or any other problems that may arise in Your use of such software, systems or equipment. Such third parties may require you to agree to their terms and conditions and privacy notice as a condition of Your use thereof and such agreement is directly between You and such third party and GS1 US is not a party to such agreement. The Event Content may contain links to other worldwide web Internet sites. Links to and from the Event Content and any other site do not constitute an endorsement by GS1 US of such site, or of its owner or provider, or of any products or services offered for sale thereby or information contained on those sites.