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THE BUSINESS SHOW MIAMI

14th - 15th April 2027
Miami Beach Convention Center

APPLICATION AND CONTRACT FOR EXHIBITION SPACE	Account Manager: Ashley Kinkead

Contact Info			
Company Name	harperOS	Trading name	harperOS
Address 1	152 W. Tiana Rd,	Contact	Michael Chauliac
Address 2	Hampton Bays, NY, US	Email	mc@harperos.ai
Zip/Postal code	11946	Phone	1-646-515-0055

Booth Requirements			
Booth Number/s		Pipe & Drape*	Space Only**
Booth Size		*Includes pipe & drape structure, carpet and name board. Any additional such as electric, internet, furniture and lighting are the responsibilities of the exhibitor and carry additional charges.	** This option provides floor space only - furniture, carpet or other flooring is NOT included.
Open Sides			
Notes	Masterclass 3		

Additional Items	
24-seat masterclass for 2 days 16 x 30-minute masterclass sessions over two days run by you. 384 registrations over two days. Data of all booked-in attendees supplied to you before the show Branded back wall of the theatre behind the speaker. AV and screen at the front of the masterclass Page on The Business Show website specifically for your masterclass to take bookings. Masterclass listed in the printed and digital show guide	1/2 page advert in our digital show guide

Price ($)	
Grand Total	22000
Payment Terms	Other (10% deposit within 30 days Remaining balance due 6th of January 2027)

Accepted & Authorised	The undersigned confirms that he/she is duly authorised on behalf of the company and acknowledges that he/she has read and accepts the terms and conditions of the sale.		
Name	Michael Chauliac	Date	14-Aug-2026
On Behalf of	harperOS	Signature	Signed by: Michael Chauliac 8861AEF047E8453...

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Terms and Conditions

1. **The Business Show and B2B Marketing Expo** (herein called the "Show") is to be held at the Miami Beach Convention Center (herein called the "Show Building"). The Show is managed and operated by Business Show Media Inc,11 Trevino Road, Flanders, NJ 07836. (herein called "the Producer").

2. Conditioned upon the Show Building's placing the exhibit space at the disposal of the Producer, the Producer shall assign to the Exhibitor for the period of the Show the exhibit space contracted for herein or such other exhibit space that the Producer in its discretion deems comparable. Such assignment is made for the period of this Show only and does not imply that same or similar space will be held or offered for future shows. Nothing contained herein shall entitle Exhibitor to participate in any show managed by the Producer or its affiliates other than the Show described in paragraph 1 above.

3. Exhibitor agrees that all exhibit fees and all costs related to advertising in any show publication, including but not limited to, the official show program, show directory, show agenda and show guide, must be paid to the Producer prior to move-in of Exhibitor's display into the Show Building. Accepted payment method is bank transfer. In the event that the Exhibitor fails to pay the fees in a timely manner, at its sole and exclusive discretion, the Producer may reassign the exhibit space assigned and specified herein to another exhibitor and assign alternative space to Exhibitor. In the event that the Exhibitor pays the exhibit fees after such reassignment, the Producer will assign such other exhibit space, if then available, which the Producer, in its sole and exclusive discretion, deems appropriate. In all cases, Exhibitor remains liable for payment of all fees set forth in this agreement, subject only to the applicable cancellation schedule herein.

4. The Producer makes no representations or warranties regarding the number of persons who will attend the show, such number being impossible to predict accurately at this time. The Producer reserves the right to change the name of the Show, the venue of the Show, Show date and official Show Suppliers.

5. Exhibitor further agrees that in the event any advertising in any show publication does not appear or contains material errors or omissions, the Producer will refund to Exhibitor any sums advanced for these advertisements and such refund will constitute the Exhibitor's full and sole relief. Exhibitor will not hold the Producer liable for any damages which Exhibitor might incur as a result of errors or omissions or the failure of this advertising to appear. The Producer reserves the right to circulate any advertising to Show registrants within 30 days after the Show dates and such circulation shall represent an appearance of such advertising and no refund shall be due to Exhibitor. Exhibitor understands and agrees that the Producer does not guarantee any specific circulation for any advertising purchased outside of circulation to all Show registrants.

6. The Producer shall supply all exhibitors with rules and regulations covering the Show and the Show Building through the Exhibitor portal. Exhibitor agrees that these rules and regulations are an integral part of this agreement and are incorporated herein by reference. Exhibitor shall observe and abide by additional regulations made by the Producer for the efficient, safe operation or success of the Show as soon as these additional regulations are communicated to Exhibitor. The Exhibitor will be granted access to the venue for booth build and preparation on the day prior to the opening of the Show, during the hours specified by the Producer. The Exhibitor must ensure that their booth is fully set up and ready by the end of this build period. Late or incomplete installations may be refused entry to the Show at the Producer's discretion.

7. This Agreement may be cancelled by the Producer if the Producer becomes aware of any disreputable business practice or unethical dealing by the Exhibitor, as determined by Producer, or if the Exhibitor's presence at the Show would or may, in any way do damage to the business or reputation of the Show, the Producer, the Sponsor(s), or other exhibitors. Any deposit submitted by the Exhibitor will be returned and neither party shall be under any further obligation to the other.

8. Exhibitors shall display only merchandise as listed on the reverse side. Exhibitor shall display a representative line of merchandise in the Exhibitor Space assigned to Exhibitor and must have adequate personnel in attendance in its Exhibit Space during the entire exhibition period specified by the Producer. Space assigned is solely for the display of the product lines as represented to the Producer by Exhibitor. Any substantial change in the type or character of Exhibitor's product lines requires the Producer's prior written approval. No sales exclusivity on type of merchandise is extended to any exhibitor unless specifically negotiated with the Producer and such exclusivity is noted on the face of this agreement.

9. Assigned space is not contingent on location of Show entrances or exits, food concessions or attractions. It is agreed that assigned space is final and may not be changed once the Show is open, except at the request of the Producer.

10. All designs for displays (except those involving only the use of tables, showcases and standard walls/ pipe & drape) must be submitted to the Producer for approval prior to construction.

11. Exhibitor shall not make any promotional efforts, nor supply any transportation, that has the effect of drawing attendees away from the Show to a local showroom or hospitality suite or any non- Show exhibit area. Exhibitor may not participate in any way in any trade show conducted during any part of the hours of the Show. Exhibitor may not promote in any way any other trade show without the written consent of Producer.

12. The Exhibitor agrees that the Producer may take photographs of the Exhibitor's booth space, exhibit and exhibit personnel during, before or after the open hours of the Show, for any promotional use by the Producer.

13. Exhibitors shall not use music from any source which requires permission from the copyright owner unless they have, in advance, obtained a license to perform such music, paid any fees required, and provided the Producer with a copy of the fully-executed license agreement. Exhibitor agrees to indemnify the Producer for all claims resulting from failure to comply with these requirements.

14. In the event that the Producer is forced to alter the date(s), duration or venue or any of the other arrangements relating to the Show, the Producer may re-arrange an event similar to the Show at a similar venue and within a reasonable period of time and, in such event, this agreement shall remain in force and the Producer shall be in no obligation to refund the fees of the Exhibitor.

15. Whilst the Organizer will use all reasonable endeavours to ensure that the Exhibition Stand Space is located in the area of the venue as set out in the Application, the Organizer reserves the right at its sole discretion to re-locate the Exhibition Stand Space to a different area of the venue before commencement of the Exhibition.

16. If Exhibitor desires to cancel this agreement, Exhibitor may only do so by giving notice thereof in writing sent to the Producer by Certified Mail, Return Receipt Requested. In such event, if notice is received within 6 months prior to the Show, the Exhibitor shall continue to be liable for 100% of the total exhibit fee. In the event, written notice of cancellation is received more than 6 months prior to the Show, Exhibitor shall be liable for 50% of the total exhibit fee. Because this time frame is related to the Show date and not the date of this agreement, this time frame shall apply regardless of the date on which this agreement is executed. This amount is considered to be liquidated and agreed upon damages, for the injuries the Producer will suffer as a result of Exhibitor's cancellation. This provision for liquidated and agreed upon damages is a bona fide provision and not a penalty. The parties understand that the withdrawal of the space reserved from availability at a time when other parties would be interested in applying for it, will cause the Producer to sustain damages. In this situation, the Producer's damages will be substantial, but they will not be capable of determination with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this Agreement as a valid pre-estimate of these damages. The date of the cancellation shall be the date the Producer receives the notice sent by the Exhibitor by Certified Mail, Return Receipt Requested. The Producer shall be entitled to close an exhibit at any time for failure by any Exhibitor or their assignee to perform, meet or observe any term or condition set forth herein, and such Exhibitor shall not be entitled to any refund or any part of any fee. In the event that the Exhibitor decides to cancel this agreement according to the terms and conditions contained herein, and should the cancellation be received by the Producer 30 days or less prior to the commencement of Show set-up, the Exhibitor agrees to pay to the Producer any additional decorating expenses the Producer may incur in decorating the exhibit space which the Exhibitor canceled.

17. In the event that because of war, fire, strike, governmental order, public catastrophe, act of God or the public enemy or other cause beyond the control of the Producer, the Show or any part thereof is prevented from being held, is canceled by the Producer or the exhibit space assigned hereunder becomes unavailable, the refund of exhibit fees to the Exhibitor shall be at the discretion of the Producer. Such refund shall be a proportionate share of the balance of the aggregate exhibit fees received which remains after deducting expenses incurred by the Producer and reasonable compensation to the Producer. But in no case shall the amount of refund to the Exhibitor exceed the amount of exhibit fee paid. Exhibitor shall not have any right to an accounting review, or audit of the financial records of the Producer. Any exhibitor who cancels this contract prior to any cancellation of the Show by the Producer shall not be entitled to any refunds paid pursuant to this paragraph.

18. Neither the Producer nor the Show Building accepts responsibility, nor is a bailment created, for deliveries of merchandise or equipment by or to exhibitors at any time. Deliveries to Exhibitor shall be made only under the conditions and at the times specified in the exhibitor portal. The Producer and the Show Building are not responsible for any loss or theft of Exhibitor's merchandise or equipment during any period of the Show, or during set-up or dismantling. Exhibitor understands and agrees that the Producer's security service is a presence to inhibit theft. The Producer, its agents and official suppliers neither offer nor accept responsibility for Exhibitor's property of any kind. Exhibitors who desire private guard or bailment services must hire them from the Producer's official security contractor, who will be solely responsible for goods so entrusted. Exhibitor personnel licensed to carry firearms shall not be permitted to enter the Exhibit Areas with firearms. Exhibitor agrees to hold the Producer harmless from any claims resulting from the use of firearms owned or in the possession of Exhibitor or its personnel.

19. The Exhibitor acknowledges and agrees that neither the Producer, nor the management or owners of the Show Building, nor any of their officers, agents, employees, or representatives shall be liable for any damage, loss, harm, or injury to the person or property of the Exhibitor or the Exhibitor's officers, agents, employees, or representatives, resulting from theft, fire, water, accident, or any other cause. The Exhibitor releases all such parties from any accountability or liability for these risks. The Exhibitor understands that the Producer and the Show Building's management and owners will not obtain insurance to cover the Exhibitor's property or personnel, and that procuring such insurance is solely the Exhibitor's responsibility. The Exhibitor agrees to indemnify, defend, and hold harmless the Producer and the Show Building's management and owners against any and all claims, demands, suits, liabilities, damages, losses, costs, attorney's fees, and expenses of any kind — including, but not limited to, subrogation claims by anyone having a contract of insurance with the Exhibitor — arising from or in connection with any action or failure to act by the Exhibitor or its officers, agents, employees, or representatives. This includes, without limitation, damage to the Show Building property, injury to persons (including the Exhibitor's personnel), infringement of intellectual property rights, or claims from third parties. Exhibitor Insurance Requirement: The Exhibitor shall maintain adequate insurance to meet the requirements for Public Liability, Insurance of Exhibits, Postponement or Abandonment, and Failure to Vacate, as set out in the Exhibitor Manual or otherwise communicated in writing by the Producer. The Exhibitor must provide the Producer with a valid Certificate of Insurance meeting these requirements covering the move in, live event, and move out period — naming Business Show Media Inc., of 11 Trevino Road, Flanders, NJ 07836, as Additional Insured — no later than 30 calendar days before the first day of move-in. Failure to provide such proof by the deadline may result in refusal of access to the venue without refund.

20. Exhibitor shall abide by and observe all federal, state and local laws, ordinances, rules and regulations, all rules of the Show Building, and all union regulations at Exhibitor's cost.

21. In the event Exhibitor violates any provision of this agreement, or any document presented to the Producer shall have been determined to be false or misleading, or in the event the Producer in its sole discretion deems Exhibitor's actions or displays to be not suitable to or in keeping with the character of the Show, the Producer shall have the right to cancel this agreement or to prohibit, close, correct, remove, or eliminate any exhibit, part of exhibit, sign, card, printed matter, souvenir, catalog, or other thing, circumstance, conduct or action. Any Exhibitor who violates any of the terms and conditions here in is subject to being refused further participation in this Show or any other show managed by the Producer or its affiliates. The Producer reserves the right to refuse Exhibitor permission to move in and set up an exhibit under this Agreement if the Exhibitor is in arrears of any payment due to the Producer, or in arrears of any payment due to any other show managed by the Producer or its affiliates. In the event that this agreement is canceled by the Producer under the provisions of this paragraph, the Exhibitor shall remain liable for any deficiency, loss or damage suffered by the Producer by reason there of which loss, deficiency or damage the Exhibitor agrees to pay the Producer, on demand, together with any reasonable expenses and cost, including attorney's fees, incurred by reason thereof. The Producer is expressly authorized (but has no obligation) to occupy or cause to be occupied or dispose of any space vacated or made available by reason of action taken under this paragraph in such manners it may deem best for the interest of the Show, with or without receiving any consideration thereof, without releasing the Exhibitor from any liability hereunder.

22. Producer may sell, transfer or assign this Agreement so long as Producers provides notice of such sale, transfer or assignment to Exhibitor. Exhibitor shall not sell, transfer, assign or sublet to a third party their rights hereunder to their exhibit space or any portion thereof, unless written permission is given by the Producer. In the event of (i) the sale or transfer of more than 50% of the stock or other ownership interest in Exhibitor or (ii) the merger or consolidation of Exhibitor where Exhibitor is not the surviving corporation, this agreement shall be terminable at the option of the Producer within 60 days after the Producer receives actual notice of such event. In the event of a merger of two or more Exhibitors where this agreement is not terminated by the Producer, Producer will, upon request by Exhibitor, make its best effort to consolidate the space contracted for by the Exhibitors into one location equal to the sum of the space originally purchased by the Exhibitors when they were independent. However, in the event that is not possible, the Exhibitor that survives the merger shall be liable for exhibit space at each of the locations originally contracted for by each of the merged companies.

23. Exhibitor agrees to pay interest at the rate of 1.5% per month (18% per annum) on all overdue fees. Exhibitor also agrees to pay all collection costs of the Producer, including reasonable attorney's fees of not less than 33.3% of the unpaid balance of fees, together with costs of court incurred by the Producer in enforcing its rights hereunder.

24. No cannabis, tetrahydrocannabinol (THC), hemp or similar products (collectively, "Cannabis Products"), including, without limitation, flowers, seeds, concentrates, topicals or edibles, may be sold, displayed, distributed, provided as free samples or otherwise disseminated by Exhibitor at the Show Building or the surrounding property. Smoking or consuming Cannabis Products at the Show Building or surrounding property is strictly prohibited and violators will be trespassed from the Show Building. Any Exhibitor who violates any of the terms and conditions of this paragraph 24 is subject to being refused further participation in this Show or any other show managed by the Producer or its affiliates without refund of any amounts paid by Exhibitor to Producer. In the event that this Agreement is cancelled by the Producer under the provisions of this paragraph, Exhibitor shall indemnify, defend, protect, hold and save harmless Producer and the Producer Parties form any claim, loss or damage suffered by Producer related to or arising from Exhibitor's actions or omissions or the termination of this Agreement and Exhibitor agrees to pay the Producer, on demand, an amount equal to all such losses or damages together with any reasonable expenses and cost, including attorney's fees, incurred in connection therewith. The Producer is expressly authorized (but has no obligation) to occupy or cause to be occupied or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as Producer may deem best for the interest of the Show, with or without receiving any consideration thereof, without releasing Exhibitor from any liability hereunder.

25. This Agreement is deemed to be entered into in the State of New Jersey and governed by the laws of the State of New Jersey. The Exhibitor consents to the jurisdiction of the courts of the State of New Jersey for the resolution of any and all disputes and claims arising out of and/or relating to this agreement. However, nothing herein shall obligate the Producer to enforce its rights in said state if jurisdiction is proper elsewhere. The Exhibitor waives any claims it may assert as to lack of personal or subject matter jurisdiction and agrees that such jurisdiction exists in New Jersey.

26. This writing contains the entire agreement between the parties and may not be changed orally, but only by an agreement in writing signed by a duly authorized representative of the party against whom enforcement of any waiver, change, modification, or discharge is sought.

27. If any term or provision of this agreement shall be declared invalid or unenforceable, the remainder of the agreement shall continue in full force and effect.

28. This agreement shall be binding upon the heirs, successors and assigns of the Exhibitor subject to the terms of this agreement regarding assignment.