NY NOW Visa-Related Cancellation Policy

Addendum to the NY NOW Exhibitor Agreement

1. Purpose and Scope

Rockview Management Group Inc. ("Rockview"), organizer of NY NOW, recognizes that U.S. visa processing can prevent international exhibitors from attending a show. This Policy sets out the terms that apply when an Exhibitor cancels booth space because of a Qualifying Visa Event.

This Policy forms part of the NY NOW Exhibitor Agreement between Rockview and the Exhibitor (the "Agreement"). For a cancellation that qualifies under this Policy, this Policy replaces the cancellation terms of the Agreement. In all other respects, including any cancellation that does not qualify, the Agreement governs.

2. Definitions

"Exhibitor" means any party that contracts with Rockview for booth space at a Show, including an Agent Organizer.

"Agent Organizer" means a party that contracts with Rockview for booth space on behalf of one or more exhibiting companies.

"Show" means the edition of NY NOW for which the Exhibitor has contracted. **"Show Opening Date"** means the first day the Show is open to attendees, as published by Rockview.

"Designated Representatives" means the individuals the Exhibitor has identified to Rockview as the persons who will staff its booth.

"Booth Fees" means the fees for booth space under the Agreement. Booth Fees do not include sponsorship, advertising or marketing packages, or show services ordered from Rockview or its official contractors (such as furniture, electrical, internet or labor). Those items remain subject to their own terms unless Rockview agrees otherwise in writing.

"Qualifying Visa Event" means either of the following, in each case only where no other representative of the Exhibitor who is able to enter the United States lawfully is available to staff the booth:

(a) a U.S. embassy or consulate refuses the visa application of a Designated Representative; or

(b) no visa interview appointment is available to a Designated Representative before the Show Opening Date, despite a timely application under Section 3.1.

3. Conditions

3.1 **Timely application.** Each Designated Representative must submit a visa application and request an interview appointment no later than the later of (a) 30 days after the Exhibitor

signs the Agreement, and (b) 120 days before the Show Opening Date. Rockview will issue invitation letters on request to support applications. A Designated Representative who applies after this deadline does not give rise to a Qualifying Visa Event.

3.2 **Written notice.** The Exhibitor must request cancellation in writing to Renae Brown [rbrown@nynow.com]. The notice takes effect on the date Rockview receives it, determined by U.S. Eastern Time.

3.3 **Documentation.** The notice must include copies of the following. Scanned copies are accepted.

(a) For a visa refusal, the refusal notice issued by the U.S. embassy or consulate.

(b) For an unavailable appointment, proof of the date the application was submitted (such as the DS-160 confirmation page) and a record from the appointment system showing the earliest available interview date.

(c) The invitation letter issued by Rockview for the Designated Representative, if one was issued.

3.4 **Verification.** Rockview may request further information and may verify any documentation provided. If the documentation is incomplete or cannot be verified, this Policy does not apply, and the cancellation terms of the Agreement govern.

4. Cancellation Schedule

4.1 The outcome of a qualifying cancellation depends on the date Rockview receives the notice, measured against the Show Opening Date:

Notice received by Rockview	Outcome
More than 90 days before the Show Opening Date	Rockview refunds the Booth Fees paid, less a processing fee of **$800 per booth**. The Exhibitor is released from any unpaid Booth Fees.
60 to 90 days before the Show Opening Date	Rockview deducts a processing fee of **$1,050 per booth** from the Booth Fees paid and holds the remainder as a Rollover Credit under Section 5. No cash refund is made. The Exhibitor is released from any unpaid Booth Fees.
Fewer than 60 days before the Show Opening Date	The Exhibitor remains liable for **100% of the total Booth Fees** under the Agreement. No refund or Rollover Credit is given.

4.2 **Minimum fee.** If the Booth Fees paid are less than the applicable processing fee, the Exhibitor must pay the difference.

4.3 **Multiple booths and Agent Organizers.** Processing fees apply to each booth cancelled. An Agent Organizer may cancel some booths while keeping the rest of its contract; this Policy applies only to the cancelled booths, and the remaining booths stay subject to the Agreement.

4.4 **Substitution.** Instead of cancelling, an Agent Organizer may ask Rockview to reassign a booth to a replacement exhibiting company for the same Show. If Rockview approves the replacement in writing, no processing fee applies to that booth.

5. Rollover Credit

A Rollover Credit is subject to the following terms:

- It may be applied only to Booth Fees for the next edition of NY NOW following the cancelled Show, under a signed Agreement for that edition. If it is not applied, it is forfeited after that edition's Show Opening Date.
- It is applied against Booth Fees at the rates in effect for that edition. Any part of the credit that exceeds those Booth Fees is forfeited.
- It has no cash value, is non-refundable and may not be rolled over a second time.
- It may not be transferred to another party, except that an Agent Organizer may apply it to any exhibiting company it contracts for at the next edition.

6. Refunds

Rockview will respond to a complete cancellation request within 10 business days. Approved refunds are paid within 30 days after approval, in the currency and by the method of the original payment. Bank, wire and currency-conversion charges are borne by the Exhibitor.

7. Basis of Fees

The processing fees and the charge for cancellations fewer than 60 days before the Show Opening Date reflect Rockview's administrative costs and its reasonable estimate of the losses it incurs when booth space is released, including its commitments to the venue and the reduced opportunity to resell the space as the Show approaches. They are not a penalty.

8. General

8.1 Rockview does not guarantee, and is not responsible for, the outcome of any visa application. An invitation letter from Rockview does not assure that a visa will be issued.

8.2 This Policy applies only to Qualifying Visa Events. It does not cover any other reason for non-attendance, including refusal of admission to the United States at a port of entry.

8.3 Rockview may update this Policy for future Shows. The version in effect when the Exhibitor signs the Agreement applies to that Agreement.

Acknowledgment

The Exhibitor acknowledges that it has read and agrees to this Policy.

Exhibitor

Company _____

Signature _____

Name / Title _____

Date _____

Rockview Management Group Inc.

Signature _____

Name / Title _____

Date _____