

### **RX Standard On-Site Filming Terms and Conditions**

1. All media rights to the Event are explicitly reserved and retained by Management; provided however that Management grants to Producer a limited, revocable, non-exclusive, non-sublicensable, and non-transferable right and license, without representation or warranties of any kind, to make audio, video, and/or audiovisual recordings at Management's Event, solely for the portion of the Event indicated in Producer's request to film (collectively, the "Grant of Rights") and solely for the use indicated in Producer's request to film (the "Production"). Upon Management's reasonable, good faith determination that Producer is in breach of these Terms, Management may immediately revoke the Grant of Rights. Upon such revocation, Producer will immediately cease all use or distribution of the Recordings. If the Event is continuing, Producer may also be asked to leave.
2. All audio, photo, and video footage or recordings captured by the Producer in connection with the Grant of Rights shall be considered the "Recordings". Producer shall be solely responsible for the creation of the Recordings and for paying any associated expenses, including, but not limited to, obtaining badges or registrations to the Event, equipment costs, personnel costs, all travel and accommodation costs, and any third-party fees.
3. Producer represents and warrants that Producer is solely responsible for (i) obtaining all authorizations, consents and/or releases from individuals and/or third parties appearing in the Recordings, including, but not limited to, consents from individuals and approvals for any third party trademarks or logos appearing therein, and is solely responsible for paying any related costs or expenses; and (ii) obtaining all required authorizations, consents and/or releases which may be additionally required by the Venue. Producer further represents and warrants that its use of the Recordings, including the Production, will not be derogatory to or critical of Management; any Management Properties; their image, reputation, or goodwill; or any officer, director, agent, employee, affiliate, parent or subsidiary of Management.
4. Producer hereby releases, indemnifies and holds harmless Management, its parent, subsidiary and affiliated corporations, and each of their respective officers, directors, shareholders, agents, employees, representatives and associates, from any and all actual or alleged claims, liabilities, losses, suits, damages, judgments, proceedings, fees, expenses, costs (including, without limitation, reasonable legal fees) and charges of every kind arising out of, or resulting from (i) the Production or Producer's use or distribution of the Recordings; (ii) Producer's breach of any representation, warranty or obligation contained in this Agreement; (iii) Producer's fraud, negligence, or willful misconduct; or (iv) any death, injury or damage to any person or property alleged to have been caused by Producer.
5. Beyond the limited Grant of Rights, Producer shall have no additional rights in or to any Management Properties. The "Management Properties" are collectively defined as each of Management's exhibitions or events, websites, virtual offerings, social media accounts, managed digital distribution platforms, and all interests, goodwill and assets related thereto. Producer acknowledges that its use of the Recordings will not affect Management's rights in connection with any of the Management Properties. Further, Producer shall not use the names, trademarks, trade names, service marks or logos of Management, any of its related companies, or of any Management Properties (collectively, the "Management Marks") for any purposes without Management's prior written approval; provided that, unless Management notifies Producer otherwise, Producer may include within the Production any Management Marks which were naturally captured on camera at the Event and depicted in the Recordings.
6. Producer shall not unreasonably interfere with the Event and shall create the Recordings in a manner which does not annoy, endanger, or interfere with the rights of any other attendee, exhibitor, staff member, crew member, or other individuals on-site at the Event (collectively, the "Event Participants"). Management may, in its sole discretion, prohibit any action by Producer which interferes with the rights of Event Participants or which exposes Event Participants to annoyance or danger.
7. Producer shall not reproduce or distribute the Recordings, in whole or in part, except as explicitly in accordance with the Grant of Rights and the Terms. Producer shall not use the Recordings, in whole or in part, for any advertising or promotional purposes without Management's prior written approval.
8. If requested by Management, Producer shall provide Management with reasonable attribution, such as an on-screen courtesy credit.
9. The Grants of Rights herein may not be transferred by Producer without the advance written permission of Management. All rights not specifically granted herein are reserved to Management. If any provision of this Agreement is judged to be invalid or unenforceable, the defective provision shall first be revised, limited or amended, consistent with the general intent of the provision, such that it is valid and enforceable, and the remaining provisions of this Agreement shall be unaffected and shall remain enforceable. The failure of Management to require strict compliance with any term of this Agreement shall not be deemed to be a waiver of that or any other term of this Agreement. This Agreement shall be governed by the laws of the State of New York and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws. Each party hereby submits themselves to the jurisdiction and venue of any appropriate court in the borough of Manhattan and State of New York to resolve any and all disputes hereunder.