

The Vendor Agreement is executed on this day (listed above) between Sew Magical LLC (Referred to as “Organizer”) and Vendor Business Name (listed above) (Referred to as “Vendor”).

Organizer Information:

Name: Sew Magical LLC
Address: 19728 Somerset Street, Orlando, FL 32833
Phone: 407-504-9368

Event Information:

Event Name: Sew Magical Expo
Event Dates: September 22 – 24, 2023
Location Name: Gaylord Palms Resort and Convention Center
Location Address: 6000 W Osceola Pkwy, Kissimmee, FL 34746

Purpose of the Agreement

This Agreement was created in order to lay out the mutual understanding of both Organizer and Vendor in relation to the event information listed above. Organizer shall provide a space to Vendor at the Location Address based on the agreed-to selection of the options listed below in Graphic 1 (please select option from drop-down). Organizer shall provide the electrical power drop to Vendor at the Location Address based on the agreed-to selection of options listed below in Graphic 2 (please select option from drop-down). Pursuant to this Agreement, Vendor commits to the opportunity to join the aforementioned event to convene at the Location Address and sell its products/services at the Event Dates.

Agreement Acceptance, Eligibility, and Payment:

This Agreement becomes binding and effective when it has been manually signed by Vendor (if submitted in paper form), submitted electronically by Vendor after signing the box on the electronic application form, or otherwise accepted by Organizer, and, in any event, acknowledged and agreed by Organizer in writing by delivering Vendor a booth space assignment confirmation or otherwise confirming in writing Organizer’s booth reservation. Eligibility to exhibit at the Event is generally limited to persons or entities that supply products and/or services relevant to the Event. Organizers, and its respective successors and assigns, shall be authorized to rely upon (i) the signature of Vendor hereto on this Agreement (if manually signed) which is delivered by facsimile, email or PDF; or (ii) the electronic signature submitted by signing the box on the electronic application form or otherwise, as constituting a duly authorized, irrevocable, actual, current delivery of this Agreement with original ink signatures of each person and entity. Upon this Agreement becoming binding, Vendor agrees to pay Organizer the fees, when due, according to the payment schedule stated in the Contract or on the electronic application form. If this Agreement becomes binding after the last payment date stated on the payment schedule, Vendor must make payment in full immediately upon assignment of booth space. Organizer reserves the right to reassign booth space not fully paid for by Vendor after the last payment date stated on the payment schedule. Organizer has the right to charge Vendor a late fee of up to 1.5% per month, or the maximum amount allowable by applicable law, on all outstanding amounts owed by Vendor. Organizer reserves the right, in its sole discretion, to

apply any or all payments made for the Event to any or all outstanding invoices owed to Organizer, including for ad insertions, sponsorships, booth space, or any other product or services offered by Organizer for which Vendor has a balance due. All fees paid by Vendor to Organizer are non-refundable except as specifically set forth herein. Vendor's payment obligations shall survive any termination of this Agreement.

Term:

This Agreement commences effective the date it becomes binding and effective per Section 2 and shall terminate upon the conclusion of the Event, including any move out activities following the Event, unless earlier terminated as stated herein.

Nature of Operation:

- (a) Vendor shall be granted access to agreed-to space at Location Address for setup on first day of listed Event Dates above at least 4 hours prior to the Vendor Hall opening hours. It is the responsibility of the Organizer to notify the Vendor of any other available hours to setup or if the above times/dates change. Firm Vendor Hall hours will be provided to the Vendor at least 2 weeks prior to event date.
- (b) Vendor agrees to have their booth open and staffed during all open Vendor Hall hours, for all event days.
- (c) Vendor may procure displays given that such displays must be free standing and visible but not blocking other vendor's shops participating at the Event. Vendor is not allowed to set up displays to be attached to the walls and/or columns of the Event Location.
- (d) Vendor is responsible for bringing their own extension cords and power strips necessary to run any electrical components in their booth space and per the agreed power needs.
- (e) Vendor shall have their space setup and clean 1 hour prior to the Vendor Hall opening each event day. Firm Vendor Hall hours will be provided to the Vendor at least 2 weeks prior to event date.
- (f) Vendor may employ enough staff to man their space using its own cost.
- (g) Vendor shall have the responsibility to ensure that all products and/or services sold during Event are of proper quality, and shall comply with all applicable laws.
- (h) Vendor shall maintain their space in a clean manner, ensuring no waste is left in their area after breakdown and during event hours.
- (i) Organizer shall provide vendor with tables and chairs, as the booth space and facility allows.
- (j) Organizer shall not be held liable for any loss, stolen, or damaged property of Vendor and shall not be obliged to carry insurance to cover the property of Vendor.
- (k) Vendor shall be held responsible and liable for any damage done to Location Address by Vendor during event dates.
- (l) Vendor shall breakdown and clear their space 4 hours after end of Vendor Halls hours on last day of above listed Event Dates, and no earlier than the end of Vendor Hall hours.
- (m) Vendor agrees to provide necessary information for Organizer to publish and promote the event and the Vendor's company. This includes, but not limited to, Vendor Name, Vendor product photos, Vendor social media/website links, etc).
- (n) Vendor agrees to having their booth and staff be photographed or video-recorded during the event days for the Organizer's use for promotions and advertisement after the event dates. These images and videos may be used on platforms such as social media, Organizer's website, and print advertisements. The Vendor may request copies of these items for their own business use.

(o) Vendor shall hold event insurance

Payment Procedures:

- (a) The total cost the Vendor shall be required to pay to Organizer is selected in this agreement above.
- (b) Vendor shall be required to pay a non-refundable deposit of half the amount selected in the Graphic 1 drop-down box within 5 business days of signing this contract.
- (c) Vendor shall be required to pay the remaining amount owed to Organizer one month prior to start of Event Dates.
- (d) Vendor shall be required to pay full amount of electrical requirements selected in Graphic 2 drop-down box within 5 business days of signing this agreement.

Termination by Organizer:

Notwithstanding anything herein to the contrary, Organizer may terminate this Agreement at any time, including during the Event whereby Organizer may evict Vendor from the Event, without a refund or liability to Vendor of any sort, and without a reduction in fees owed by Vendor to Organizer, and without limiting any other remedy Organizer may have: (i) if Vendor fails to make any payment required by this Agreement in a timely manner; (ii) upon any breach or threatened breach of this Agreement by Vendor; (iii) if Organizer, in its sole discretion, believes the Vendor's exhibit is inappropriate for any reason, including, but not limited to, (a) if Vendor exhibits products different from what it stated in the application process, or under an undisclosed company or brand name, (b) if Vendor exhibits products or displays promotional materials that Organizer, in its sole discretion, reasonably believes infringe the proprietary rights of a third party or if Organizer becomes aware of any actual or alleged infringement of a third party's proprietary rights by Vendor in connection with Vendor's activities at the Event, or (c) if Vendor exhibits products that Organizer reasonably believes Vendor is not authorized to exhibit; (iv) if Vendor, in Organizer's opinion, fails to comply with the rules and regulations set forth by Organizer and Facility with respect to the Event, disrupts the Event or detracts from the general character of the Event or interferes in any way with another Event Vendor or participant; or (v) if Vendor becomes insolvent, makes any assignment for the benefit of creditors, goes to liquidation or has a receiver or trustee appointed for the benefit of creditors, whether voluntary or otherwise, or seeks the protection of, or has a proceeding instituted against it, under the bankruptcy code, or any similar statute. Additionally, Organizer may terminate this Agreement for convenience at any time for any reason, and upon such termination, shall be liable only for the amount actually paid to Organizer by Vendor for renting exhibit space at the Event.

Termination and Reduction of Space by Vendor:

Vendor may terminate this Agreement prior to 30 days from first Event Date giving written notice thereof to Organizer, which termination is effective upon Organizer's acknowledgment of receipt of such written notice. Upon Vendor's termination of this Agreement for any reason, Vendor may only be due a refund of any fees paid if Vendor paid fees upfront and Vendor terminates the Agreement before such paid fees are due, payable, and non-refundable according to the payment schedule associated with the Event, as detailed in the Contract or on the electronic application form. If Vendor submits payment by credit card, such credit card will not be charged for payments due after Vendor's termination of the Agreement unless Vendor has an outstanding balance due Organizer. Upon a termination by Vendor, all payments made by

Vendor to Organizer shall be non-refundable, except for any payment amount that has not yet converted into a non-refundable payment (all according to the payment schedule associated with the Event, as detailed in the Contract or on the electronic application form). If Vendor requests to reduce the size of its booth space after entering into this Agreement, Organizer may choose to reject or grant such request in its sole discretion, and Organizer may choose not to refund any non-refundable fees paid or reduce the fee payment obligation under the terms of the Agreement. Additionally, depending on remaining available space to be allocated for the Event, Organizer may require Vendor to change booth space location, orientation or configuration and to pay an additional fee (in addition to what is owed under the Agreement) for such alternate booth space and/or for costs associated with the move.

Cancellation of Event:

If Organizer cancels the Event due to circumstances beyond its reasonable control (including acts of God, natural disasters, fire, epidemic, acts of war and terrorism, government action, labor strike or unavailability of Facility), Organizer shall refund to Vendor its booth space rental payment previously paid (less Vendor's pro rata share of all costs and expenses incurred and committed by Organizer) in full satisfaction of all liabilities of Organizer and Facility to Vendor. Under all circumstances, Organizer reserves the right to postpone, rename or relocate the Event or change the Event dates. If Organizer changes the name of the Event, relocates the Event to another facility within the same geographic area, or changes the Event dates to dates that are not more than 30 days earlier or 30 days later than the originally scheduled dates, no refund will be due to Vendor, and Organizer shall assign to Vendor, in lieu of the original space, other space as Organizer reasonably deems appropriate, and Vendor agrees to accept such space under the terms of this Agreement. If Organizer elects to cancel the Event other than for a reason previously described in this paragraph, Organizer shall refund to each Vendor its entire exhibit space rental payment previously paid, in full satisfaction of all liabilities of Organizer to Vendor. Vendor agrees that, except as expressly provided in this paragraph, it shall and hereby does waive any and all claims for damages or compensation resulting from or relating to the cancellation, renaming, relocation or rescheduling of the Event.

Assumption of Risks; Release:

Vendor expressly assumes all risks associated with, resulting from or arising in connection with Vendor's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to or of any person (including death), property, business or profits. Vendor has sole responsibility for its property and any theft, damage or other loss to that property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Vendor shall insure its property against damage, loss and theft and agrees to not make any claims against Organizer or Facility for any loss unless due to the gross negligence or willful misconduct of Organizer or Facility. Neither Organizer nor Facility accepts any responsibility, nor is a bailment created, for property delivered by or to Vendor. Neither Organizer nor Facility, nor their respective affiliates, officers, directors, shareholders, agents, representatives, employees and assigns, shall be liable for, and Vendor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities, whether described in this Agreement or not, unless due to the gross negligence or willful misconduct of Organizer or Facility. Vendor understands and agrees that the Event stages "Rain or Shine" and Vendor receives no allowance of any sort due to weather

conditions. Organizer makes no representations or warranties, express or implied, regarding the quality or character of the Event, including but not limited to the condition of the Facility, noise levels or other inconveniences or disruptions in or around the Facility; the number, nature or quality of persons or organizations who will exhibit at or attend the Event; or any other matter, except as explicitly set forth herein. Vendor hereby accepts the Facility and the contracted exhibit space AS IS, with all faults, and without any implied warranties of merchantability or fitness for a particular purpose. This section shall survive any termination of this Agreement.

Indemnification:

Vendor shall indemnify, defend (with legal counsel selected by Organizer) and hold Organizer and Facility, and their respective affiliates, officers, directors, shareholders, agents, representatives, employees and assigns, harmless from and against any and all claims, demands, suits, liabilities, damages, losses, costs, fees (including reasonable attorneys' fees and collection costs) and expenses which result from or arise out of or in connection with: (a) Vendor's participation or presence in or at the Event, including the display and sale of goods and services by Vendor; (b) any breach by Vendor of any representations, agreements, covenants, promises or other obligations under this Agreement or any other contract, arrangement or agreement related to the Event; (c) any matter for which Vendor is otherwise responsible under the terms of this Agreement or any other contract, arrangement or agreement; (d) any violation by Vendor of any law or ordinance (whether alleged or actual), including the infringement of any patent, copyright, trademark, trade secret or other proprietary right of any third party; (e) any libel, slander, defamation or similar claim arising out of or relating to Vendor's actions; and (f) Vendor's acts that result in damage, harm or injury (including death) to any person or property at the Event. This section shall survive any termination of this Agreement.

Limitation of Liability:

The Vendor (exhibitor) assumes the entire responsibility and liability for losses, damages, and claims arising out of the Vendor's (exhibitor's) activities on the Hotel premises and will indemnify, defend, and hold harmless the Hotel, its owner, and its management company, as well as their respective agents, servants, and employees from any and all such losses, damages, and claims. Under no circumstances shall Organizer or Facility, or their respective affiliates, officers, directors, shareholders, agents, representatives, employees and assigns, be liable to Vendor for any lost profits or any indirect or consequential damages, including, but not limited to, incidental, special, or punitive damages whatsoever, whether or not such damages were reasonably foreseeable or whether or not a party has been advised of the possibility thereof. In no event shall Organizer's maximum liability to Vendor, under any circumstance, and regardless of the form of action, exceed the amount actually paid to Organizer by Vendor for renting exhibit space at the Event. This section shall survive any termination of this Agreement.

Compliance with Laws; Taxes and Licenses:

Vendor agrees to abide by and observe all applicable federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Facility (including any applicable union labor work rules). Without limiting the foregoing, Vendor shall ensure that its exhibit space complies with the Americans with Disabilities Act and shall ensure the provision of auxiliary aids and services for its staff or attendees to enable effective communication with disabled Event participants. Vendors must comply with all applicable federal, state and local fire

and safety regulations. Any exhibit space that does not pass inspection will be ordered closed until all identified hazards are corrected or removed. Vendor shall be solely responsible for obtaining all licenses, permits or approvals under federal, state or local laws applicable to Vendor's activities at the Event. Vendor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, including any applicable sales taxes, license fees, use fees, royalties or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event. If advised by Organizer to ship merchandise to a specific location, Vendor will do so and will not permit the delivery of merchandise to the Facility.

Assignment of Space; Exhibit Space Occupancy, Use and Departure:

Exhibit space for the Event shall be assigned by Organizer in its sole discretion. Organizer reserves the right to change any aspect of the floor plan (including, but not limited to, size, shape and orientation) or to move Vendor to another similar size booth location prior to or during the Event for any legitimate reason, in Organizer's reasonable discretion. Vendor may not assign, sublet, share or license all or any portion of its exhibit space with any third party, except with the prior written consent of Organizer and only if such third party expressly agrees to these Terms and Conditions. Organizer shall specify the hours and dates for installing, occupying and dismantling exhibits. If Vendor fails to complete installing its display in its assigned space at least one hour prior to the Event opening or leaves its space unattended at any time during published Event hours, Organizer shall have the right to take possession of the space and terminate this Agreement with no refund to Vendor. All exhibits must be open for business at all times during the Event. If Vendor, through circumstances beyond its reasonable control, is delayed in arrival or set-up, it must notify the appropriate Organizer contact immediately. Additionally, (a) all labor performed by contractors must be complete by two (2) hours prior to published "Event Open Times" and no attendees may visit the booth prior to the Event Open Time; (b) Vendor must vacate its booth by the posted move-out time listed in the Vendor Service Manual; (c) no one under 18 years of age (or as required by the applicable Facility) shall be admitted on the show floor during move-in/out days of the Event; and (d) no breakdown, dismantling of exhibit, or sale and subsequent removal of exhibit merchandise is permitted before the Event officially ends. If Vendor violates subsection (d) hereof, it will be assessed an early breakdown fee of \$250 and may be denied booth space access at future events. Vendors that leave excessive materials in their booth space at the end of the published move-out time will be invoiced for labor costs to remove such materials and for any disposal charges. Unless approved in advance by Organizer in writing, the following sales are strictly prohibited during the Event: (a) any retail sales including, but not limited to, any retail sales in violation of the retail sales tax regulations where the Event is being held; (b) any sale where display merchandise changes hands during the Event; and (c) any direct sale from Vendor to consumer. The Event is strictly business to business.

Reps, Warranties; Licenses; Communications:

Vendor grants to Organizer a fully paid, non-exclusive license to use, display and reproduce the name, trade names, product names, and other proprietary property of Vendor in any directory (print, electronic or other media) listing Vendors at the Event, and to use those items in Organizer's promotional materials. Organizer shall not be liable for any errors in any listings or descriptions or for omitting Vendor from any directory or other lists or materials. When Vendor

provides Organizer any text, graphics, photos, videos, or other material subject to copyright or other intellectual property protection (collectively, "Content"), Vendor grants Organizer a worldwide, non-exclusive, permanent, irrevocable, royalty-free license (with the right to sublicense) to use, reproduce, adapt, modify, distribute, publicly perform, publicly display, broadcast, make available, store and archive such Content (in whole or in part), utilizing any and all media now known or hereinafter devised. Vendor represents and warrants that: (i) the Content is owned by Vendor such that Vendor holds the copyright) or Vendor has the legal right and license to use the Content and to grant Organizer the right and license to use the Content as provided herein, (ii) Organizer will not need to obtain licenses or permissions from any third party or pay compensation or royalties to any third party with respect to the Content; (iii) the Content does not infringe any third party rights (including, but not limited to, copyright, the right of publicity or privacy, or any other intellectual property right), and (iv) the Content complies, and Vendor complies, with all applicable laws related to the subject matter herein. Organizer may also take photographs or videotape of Vendor's booth space, products, guests and personnel during, before, or after the Event, and use those photographs or videotape for any promotional purpose. Vendor understands and agrees that representatives from various media may visit the Event and photograph, videotape or otherwise record portions of the Event and include any part or all of the same in any broadcast without the express consent of, or liability to, Vendor. Organizer hereby grants to Vendor a limited, non-exclusive, non-transferable license to use, display and reproduce the name and logo of the Event (the "Marks") on Vendor's marketing materials solely and directly in connection with exhibiting at the Event. This limited license expires at the conclusion of the Event. Organizer may terminate this license immediately at any time upon Vendor's breach of the terms of use of this license. Under no circumstances may Vendor ever modify in any way the Marks or other trademarks of the Event or of Organizer. By entering into this Agreement and providing contact information, including a telephone number, Vendor and its affiliates explicitly consent to being contacted by or on behalf of Organizer for any purposes, including but not limited to, sales, marketing, promotional offers, and customer care, and by any means, including autodialed calls, regardless whether the phone number appears on the National Do-Not-Call Registry (or state equivalent). Vendor consent is not required to purchase any goods or services from Organizer.

Character of Displays; Use of Aisles and Common Areas; Sound:

Distribution of samples, printed matter of any kind, and any promotional material is restricted to the exhibit booth. Strolling entertainment or moving advertisements outside of Vendor's exhibit space are prohibited. All exhibits shall display products or services in a tasteful manner. The aisles, passageways and overhead spaces remain strictly under the control of Organizer and no signs, decorations, banners, advertising material or special exhibits will be permitted in such areas except by written permission of Organizer. All booth equipment (i.e., tables, chairs, displays, etc.) must not protrude into the aisles under any circumstance. Exhibits must be arranged so that show attendees do not stand in the aisle while viewing the exhibit or watching demonstrations. The use of devices for mechanical reproduction of sound or music may or may not be permitted in Organizer's sole discretion. Sound of any kind must not be projected outside of Vendor's exhibit space. Vendor is responsible for acquiring any necessary license to play copyrighted music or otherwise utilize third party materials subject to copyright or other protections.

Outside Exhibits/Hospitality Suites:

Vendor is prohibited, without Organizer's prior written approval, from displaying products or services, and/or other advertising material, in areas outside its booth space such as, but not limited to, aisles, parking lots, hotel lobbies, lounges, corridors, sleeping rooms, etc. Vendor is also prohibited from conducting unauthorized Facility tours. Vendor shall not operate hospitality functions or conduct other activities that may interfere with Event attendance during hours in which the Event is open or when any Organizer-sponsored activities are being held. All requests for a hospitality suite or public function space must be made through Organizer. If Vendor fails to occupy its exhibit space for any reason during official Event hours, Organizer reserves the right to notify the applicable venue to cancel any hospitality space and/or hotel guest rooms under Vendor's name, but Vendor shall remain liable for such hotel or applicable venue fees.

Disputes:

Any and all disputes or claims arising out of or relating in any way to this Agreement, any Event, and/or any services provided or representations made by Organizer will be resolved in binding arbitration by a single neutral arbitrator, rather than in court. This includes any disputes or claims concerning any prior event or agreement between the same parties or affiliated parties. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court and must follow and enforce the Agreement and these Terms and Conditions as a court would.

Arbitrations will be conducted by the American Arbitration Association (AAA) pursuant to its Commercial Arbitration Rules, which are available at www.adr.org. If Vendor commences an arbitration, Vendor will be responsible for filing fees and arbitrators' fees as set forth in the AAA rules. To commence an arbitration, Vendor must send written notice to Organizer and to the AAA, fully describing any and all claims. If Organizer commences arbitration against Vendor, Organizer will be responsible for filing fees and may provide written notice to Vendor at any physical or email address Vendor provided in connection with this Agreement. If an in-person hearing is required by the AAA rules or the arbitrator, the hearing will take place in Orlando, FL, except as otherwise agreed by the parties or ordered by the arbitrator. An arbitration award may be enforced by any court with competent jurisdiction. Any and all proceedings to resolve claims or disputes will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration the parties waive any right to a jury trial. This section shall survive any termination of this Agreement.

Governing Law:

This Agreement is governed by and shall be construed in accordance with the Federal Arbitration Act, federal arbitration law, and the laws of the State of Florida, without regard to principles of conflicts of laws. To the extent that any claim or dispute proceeds in court rather than in arbitration, Vendor hereby submits to the jurisdiction of the federal and state courts located in Orange County, FL, and waives all objections to venue or inconvenient forum, and any right to assert lack of personal jurisdiction. This section shall survive any termination of this Agreement.

Miscellaneous:

This Agreement does not create any joint venture, partnership, agency, or employment relationship between the parties. Organizer and Vendor are independent contractors with respect

to one another under the terms of this Agreement. Neither party shall have the authority to legally bind the other party to any contract, proposal, or commitment or to incur any debt or create any liability on behalf of the other. Vendor shall not assign or otherwise transfer this Agreement or any right or obligation hereunder to any other party without the prior written consent of Organizer; any attempted assignment in violation of this provision is null and void. No provision or part of this Agreement or remedy hereunder may be waived except by a writing signed by a duly authorized representative of Organizer and a signed waiver shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of Organizer to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy. Failure or delay by Organizer to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. This Agreement represents the entire agreement between Organizer and Vendor relating to the subject matter contained herein and supersedes any prior written or oral understandings, agreements or representations by or between Organizer and Vendor relating to the subject matter contained herein. Any amendment to this Agreement must be in writing and signed by an authorized representative of Organizer. In the event that any provision of this Agreement is found to be unenforceable, such provision will be reformed only to the extent necessary to make it enforceable, and such provision as so reformed will continue in effect, consistent with the intent of the parties as of the Effective Date. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement. Vendor represents and warrants that the party executing this Agreement on behalf of Vendor is duly authorized to act on behalf of Vendor and to execute this Agreement and legally bind Vendor to the terms contained herein. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or scanned copies, pdf, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. The parties intend this statement of their agreement to constitute the final, complete, exclusive and fully integrated statement of the parties' agreement. This section shall survive any termination of this Agreement.