

Appendix A

Substantial Terms and Conditions of the Agreement with ShowTech

Supply of Electrical and Mechanical Services

a) Services: ShowTech shall supply full show-related electrical and mechanical services on an exclusive basis for all shows, meetings, conferences, and events at Exhibition Place, except for the following:

- i. any Board property leased to third parties;
- ii. the Automotive Building and the Food Building, except for a requirement by

ShowTech to provide electrical and mechanical services at ShowTech's prevailing rate if required by the Board;

b) Scope of Work: ShowTech shall be required to supply all manpower, permits, supervision, management and plant equipment necessary, for the provision of full show related electrical and mechanical services on an exclusive basis for all events and exhibitions at Exhibition Place. ShowTech will be responsible to maintain and repair at its own expense all Board owned connection points including but not limited to resetting breakers, replacing fuses in panels or disconnect switches which supply power to building floor ports, overhead buss ducts, disconnect switches.

c) Term: The term of the Agreement will be for 5 years commencing on September 15, 2025 with the option for the Board to extend for a further two years.

d) Equipment and Materials: ShowTech shall provide all equipment and materials necessary to provide the Services, including all communications and office equipment. The Board shall make available to ShowTech Board owned high-reach equipment on a rental basis, provided that the equipment is available.

e) Taxes: ShowTech shall be responsible for the payment of all taxes, including realty taxes.

f) Pricing: Annually for the term of the Agreement ShowTech will provide for the approval of the Board, service pricing rates that are competitive in the marketplace.

g) Collective Agreements: ShowTech shall comply with all collective agreements between the Board and its Labour Trades/Unions

h) Termination: The Board shall have the right to terminate upon breach by ShowTech.

i) Insurance: ShowTech shall obtain and maintain in force at all times during the Term, as a direct cost of its operation, insurance coverage as required by the Board and which is acceptable to the City Treasurer and City Insurance Risk Management.

j) Indemnity: provisions respecting indemnification as acceptable to the CEO and the City Solicitor.

Supply of Exhibitor Support Services Administration

a) Services: ShowTech shall supply exhibitor support services administration on an exclusive basis for all the shows, meetings, conferences, and events at Exhibition Place.

b) Scope of Work: ShowTech shall be required to supply all staff, supervision and management for the provision of exhibitor support services on an exclusive basis for all events and exhibitions and be responsible for all its payroll and benefits costs. Exhibitor services that are currently offered by the Board are for:

- (i) Signage/Banner Installation;
- (ii) Telecommunications / Internet;
- (iii) Housekeeping/Booth Cleaning;
- (iv) Production Labour;
- (v) Painting;
- (vi) Carpentry;
- (vii) Locksmith;
- (viii) General labour; and
- (ix) Marketing of exhibitor services.

c) Space: ShowTech will use its existing office space and order desk to provide its services to exhibitors.