

Terms and Conditions 2010 BIZBASH EXPO

Defined Terms

The term "Event" means the BIZBASH EXPO, currently scheduled to be held on October 27, 2010 (the "Event Date"), at the Jacob K. Javits Convention Center (the "Exhibit Facility"). The event is produced and managed by BIZBASH MEDIA (the "Organizer"), and its respective officers, directors, shareholders, agents, affiliates, representatives, employees and assigns, unless the context requires otherwise. The term "Exhibitor" means the company or person or any of its officers, directors, shareholders, employees, contractors, agents, or representatives that applied for exhibit space and agreed to enter into this contract upon acceptance by the "Organizer" in the manner stated below.

Contract and Deposit Acceptance

The contract shall become effective only when it has been (1) signed by the "Exhibitor" (2) counter-signed on the facing page by a duly authorized representative of the "Organizer" and (3) a 50% non-refundable deposit has been received.

Assumption of Risks

The "Exhibitor" expressly assumes all risks associated with, resulting from or arising in connection with the "Exhibitor's" participation or presence at the "Event", including, without limitation, all risks of theft, loss, harm or injury to the person (including death), property, business or profits of the "Exhibitor", whether caused by negligence, intentional act, accident, act of God or otherwise. The "Exhibitor" has sole responsibility for its property, any theft, damage or other loss to such property (whether or not stored in any court's storage areas), including any subrogation claims by its insurer. Neither the "Organizer" nor the "Exhibit Facility" accepts responsibility, nor is a liability created, for property delivered by or to the "Exhibitor". Neither the "Organizer" nor the "Exhibit Facility", nor any of their respective officers, directors, shareholders, agents, employees, representatives or assigns, shall be liable for, and the "Exhibitor" hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, damages and liabilities described in this paragraph.

Indemnification

The "Exhibitor" shall indemnify, defend (with legal counsel satisfactory to the "Organizer" and hold the "Organizer" and the "Exhibitor" Facility harmless, and any and all claims, demands, suits, liability, damages, losses, costs, reasonable attorney's fees and expenses which result from or arise in connection with: (a) the "Exhibitor's" participation or presence at the "Event"; (b) any breach by the "Exhibitor" of any of agreements, covenants, promises or other obligations under this contract; (c) any matter for which the "Exhibitor" is otherwise responsible under the terms of this contract; (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the right of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from the actions of the "Exhibitor"; (f) harm or injury (including death) to the "Exhibitor"; and (g) loss of or damage to property or the business or profits of the "Exhibitor", whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise.

Limitation of Liability

Under no circumstances shall the "Organizer" or the "Exhibit Facility" be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions or any act or omission of any of their respective contractors, agents, employees or representatives, whether or not apprised of the possibility of any such lost profits or damages. In no event shall the "Organizer" maximum liability under any circumstance exceed the amount actually paid to them by the "Exhibitor" for exhibit space rental. The "Organizer" makes no representations or warranties, express or implied, regarding the number of persons who will attend the "Event" or regarding any other matters.

Qualifications of "Exhibitor"

The "Organizer", in its sole discretion, determines whether a prospective "Exhibitor" is eligible to participate in the "Event". Eligibility is generally limited to persons or firms who supply products and services to the meeting and event industry. Applicants who have not previously exhibited at the "Event" may be required to submit a description of the nature of their business and the item to be exhibited. The "Organizer" reserves the right to restrict or remove any exhibit, which the "Organizer", in its sole discretion, believes is objectionable or inappropriate.

Assignment of Space

Only companies returning signed contracts with payment in full on or before September 24, 2010, will be eligible to participate. Space will be assigned on a first-come, first-served basis. Exhibit spaces shall be assigned by the "Organizer" in its sole discretion for the "Event" and for the "Event Date" only. Any such assignment does not imply that similar space will be assigned for future Events. The "Organizer" reserves the right to change the floor plan or to move an "Exhibitor" to another booth location prior to opening the "Event" if the "Organizer" determines that to do so is in the best interest of the "Event".

Downsizing by "Exhibitor"

The "Organizer" reserves the right to treat an "Exhibitor's" downsizing of booth space as a cancellation of the original space and as a purchase of new booth space. An "Exhibitor" may be required to move to a new location if it requests a downsizing of space.

Booth display policy

You may not build your booth out any further than 5 feet from the back wall. You may not block the booth space of those around you. The "Organizer" will determine if you are blocking another's booth and will ask you to move any item that is blocking another's space. The "Organizer" asks that you adhere to the International Association of Exhibition Management (IAEM) guidelines for Display Rules and Regulations. Height restrictions may apply above 8 feet for covered booths.

ADA Compliance

"Exhibitors" are expected to comply with regulations to make their booths and displays accessible to the physically challenged. Violations of the ADA can result in serious civil damage awards. The "Exhibitor" agrees to indemnify and hold harmless the "Organizer" and the "Exhibit Facility" for any claims arising out of or in connection with the "Exhibitor's" failure to make their display comply with the ADA.

Cancellation by the "Organizer"

If the "Exhibitor" fails to make a required payment as described in this contract, the "Organizer" may terminate the "Exhibitor's" participation in the "Event" without further notice and without obligation to refund money previously paid. The "Organizer" reserves the right to refuse the "Exhibitor" permission to move in and set up an exhibit under this contract if the "Exhibitor" is in arrears of any payment due to the "Organizer". The "Organizer" is expressly authorized (but has no obligation) to occupy or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best, and without releasing the "Exhibitor" from any liability hereunder. The "Organizer" may also terminate this contract effective upon written notice of termination if the "Exhibitor" breaches any of its obligations under this contract, without any obligation on the "Organizer's" part to refund any payments previously made and without releasing the "Exhibitor" from any liability arising as a result of or in connection with such breach. If the "Organizer" removes or restricts an exhibit that is considered objectionable or inappropriate, no refund will be due to the "Exhibitor".

Force Majeure or Cancellation of the Event

If, in the event of war, fire, strike, government regulation, public catastrophe, act of God, public enemy, terrorism or the threat of terrorism, warning by any governmental or world health organization or other cause beyond the reasonable control of the "Organizer", the "Event" or any other part thereof is prevented from being held, is cancelled by the "Organizer" or the "Exhibit Facility", the "Organizer" shall in its sole discretion be entitled to terminate this Agreement and/or the "Event" (or any part thereof) and to retain such part of any fees paid by the "Exhibitor" to the "Organizer" as shall be required to recompense it for expenses incurred up to the time such contingency shall have occurred, and there shall be no further liability on the part of either party. The "Organizer" reserves the right to cancel, rename or re-locate the "Event" or change the date on which it is held. If the "Organizer" changes the name of the "Event", re-locates the "Event" to another "Exhibit Facility" within the same city, or changes the dates of the "Event" to dates that are not more than 60 days earlier or 60 days later than the dates on which the "Event" originally was scheduled to be held, no refund will be due to the "Exhibitor", but the "Organizer" shall assign to the "Exhibitor", in lieu of the original space, such other space as the "Organizer" deems appropriate and the "Exhibitor" agrees to use such space under the terms of this contract.

Exhibit Space Occupancy

Hours and dates for installing, occupying and dismantling exhibits shall be those specified by the "Organizer". If the "Exhibitor" fails to install its display in its assigned space by 5:00 PM on October 26, 2010 or leave its space unattended during the exhibit hours, the "Organizer" shall have the right to take possession of the space and no refund will be due to the "Exhibitor". All exhibits must be open for business during the "Event" hours. The "Exhibitor" may not dismantle the display until the "Event" is officially ended at 5:00 PM on October 27, 2010.

Listings and Promotional Materials

By exhibiting at the "Event", the "Exhibitor" grants the "Organizer" a fully-paid, perpetual non-exclusive license to use, display and reproduce the name, trade names and product names of the "Exhibitor" in any directory listing the exhibiting companies at the Event and to use such names in the "Organizer's" promotional materials. The "Organizer" shall not be liable for any errors in any listing or descriptions or for omitting any "Exhibitor" from the directory or other lists or materials.

Care of "Exhibit Facility"

The "Exhibitor" shall promptly pay for any and all damages to the "Exhibit Facility" or associated facilities, both equipment of the property of others caused by the "Exhibitor" or any of its employees, agents, contractors or representatives.

Taxes and Licenses

The "Exhibitor" shall be solely responsible for obtaining any licenses, permits or approvals under federal, provincial, and city laws applicable to its activities at the "Event". The "Exhibitor" shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, or other fees, charges or penalties that become due to any governmental authority in connection with its activities at the "Event".

Insurance

The "Exhibitor" shall, at its own expense, secure and maintain through the term of this contract, including move-in and move-out days, the insurance listed below. All such insurance shall be primary of any other valid and collectible insurance of the "Exhibitor" and shall be written on an occurrence basis. Claims made on policies are not acceptable and do not constitute compliance with the "Exhibitor's" obligations under this paragraph.

(A) Worker's Compensation insurance; (B) Employer's Liability insurance with limits not less than \$1,000,000 each accident; (C) Comprehensive General Liability insurance with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable); (D) Automobile Liability insurance with limits not less than \$500,000 each occurrence combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operators. Comprehensive General Liability and Automobile Liability insurance policies shall name as additional insured the "Organizer" and the "Exhibit Facility". Copies of additional insured endorsements and primary coverage endorsements and, if requested, complete copies of policies, satisfactory to the "Organizer", shall be furnished to the "Organizer" no later than September 24, 2010. Certified copies of the Certificates of Insurance policies shall provide that they may not be canceled without thirty (30) days advance written notice to the "Organizer".

Copyrighted Materials

"Exhibitors" shall not play or permit the playing or performance of, or distribution of any copyrighted material at the "Event" unless they have obtained all necessary rights paid all required royalties, fees or other payments.

Observance of Laws

The "Exhibitor" shall abide by all federal and city laws, codes, ordinances, rules and regulations, and all rules and regulations of the "Exhibit Facility" (including any union labor work rules).

Additional Terms and Conditions

The "Organizer" has sole control over attendance policies. Except as provided to the contrary in this contract, all moneys paid by the "Exhibitor" shall be deemed fully earned and non-refundable at the time of payment. The "Exhibitor" and each of its employees, agents and representatives shall conduct themselves at all times in accordance with normal standards of decorum and good taste. In addition to its right to close an exhibit and withdraw acceptance of the contract, the "Organizer" in its sole judgment may refuse to consider for participation in future events an "Exhibitor" who violates or fails to abide by the contract and any of the accompanying rules and regulations. This contract and the accompanying rules and regulations represent the entire agreement between the "Exhibitor" and the "Organizer" with respect to the "Event". Any amendment to this contract must be in writing and signed by an authorized representative of the "Organizer". The "Exhibitor" may not assign this contract or any right hereunder or may the "Exhibitor" sublet or license all or any portion of assigned exhibit.

Contractor Services

In the interest of making available the "best qualified" craftsmen in numbers sufficient to handle all of the services necessary for the operation of the "Event", the "Organizer" has contracted on an exclusive basis official contractors to provide certain services. Services companies other than the official contractors will not be allowed to perform any of these exclusive services. Non-exclusive services may be performed by "Exhibitor"-appointed contractors (EAC) within certain guidelines. A complete listing of exclusive services and EAC guidelines will be provided in the Exhibitor Service Manual.

Character of Displays; Use of Aisles and Common Areas

Distribution of samples and printed matter of any kind, and any promotional material, is restricted to the exhibit booth. Each "Exhibitor" agrees to exhibit only products that it manufactures, represents or distributes. All exhibits shall display products or services in a tasteful manner. The aisles, passageways, and overhead spaces remain strictly under control of the "Organizer" and no signs, decorations, banners, advertising materials or special exhibits will be permitted in the aisle except by written permission of the "Organizer". Uniformed attendants, models and other employees must remain within the booths occupied by their employers. Any and all advertising distribution must be made from the "Exhibitor's" booth space. Samples, souvenirs and advertising material may be distributed by the "Exhibitor" only within his or her booth. Balloons and stickers are prohibited in the exhibit area. Handouts with gummed backing that adhere or cause ahesion are considered stickers. Equipment must be arranged so that show visitors do not stand in the aisle while examining equipment or watching demonstrations. Strolling entertainment moving advertisements outside of an "Exhibitor's" exhibit space is prohibited.

Music, Photographs, and Other Copyrighted Materials

Each "Exhibitor" is responsible for obtaining all necessary licenses and permits to use live music, photographs or other copyrighted materials in the "Exhibitor's" booth or display. The use of devices for mechanical reproduction of sound or music is permitted, but must be controlled. Sound of any kind must not be projected outside of the exhibit booth.

Fire and Safety Laws

Federal, state and city laws must be strictly observed. A full listing of these fire and safety regulations will be found in the Exhibitor Service Manual.

Outside Exhibits/Hospitality Suites

"Exhibitors" are prohibited, without express written approval from the "Organizer", from handing out or displaying products/services and/or other advertising material in areas outside their booth space such as, but not limited to, parking lots, hotel lobbies, lounges, corridors, sleeping rooms, etc., as well as unauthorized facility tours. "Exhibitors" also agree not to operate hospitality suites during hours in which the "Event" is open or when any "Organizer"-sponsored activities are being held. "Exhibitors" hosting hospitality functions are prohibited from holding those activities during official "Event" hours. Balloons, horns, odors, or congestion in "Exhibitors" booths are not permitted. Give-away, demonstrations and/or entertaining the attendees in booths, must be arranged so that attendees coming into the exhibit do not block aisles or overlap into neighboring exhibitors. "Exhibitors" may be asked to discontinue any demonstrations indoors during show hours if surrounding exhibitors lodge complaints of excessive noise or other disruptions.

Exhibitor Service Manual

Approximately two (2) months from the "Event", the "Organizer" will email the manual and post an online Exhibitor Service Manual. Prior to linking to this manual will be emailed to the "Primary Contact". The Exhibitor Service Manual will include information integral to your company's participation at the Event, including but not limited to: additional "Exhibitor" rules and regulations, official contractor order forms, registration, shipping, utilities and building services, decorator, audio/visual, "Exhibitor" display rules, and move-in/move-out schedules returned by published deadline.

Incorporation of Rules and Regulations

Any and all matters pertaining to the "Event" and not specifically covered by the terms and conditions of this contract shall be subject to determination by the "Organizer" in its sole discretion. The "Organizer" may adopt rules or regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to the "Exhibitor". Any such rules and regulations (whether or not included in an Exhibitor Service Manual or similar document) are an integral part of this contract and are incorporated herein by reference. The "Exhibitor" shall observe and abide by additional regulations made by the "Organizer" as soon as these additional rules or regulations are communicated to the "Exhibitor".

Relocation of Your Booth

If, for any reason, your company decides to move the location of your booth on the event, the signed contract has been received and processed, you are required to fill out a Booth Relocation Form and pay the \$250 fee to the "Organizer". Relocation of your booth must be approved by the "Organizer".

Initial Here to Acknowledge
Terms and Conditions
Date

BIZBASH

EXPO & AWARDS

New York City • The Javits Center • October 27, 2010

Rules and Regulations

2010 BizBash New York Expo

Booth Contact Person

If you are not the point person who will handle the details of your company's participation at the show, please email contractinfo@bizbash.com with the proper person's contact information. It is imperative that your company receives and reviews all communication from BizBash regarding the show.

Booth Display Policy

You may not build your booth out any further than 5 feet from the back wall. You may not block the booth space of those around you or extend your booth beyond the determined parameters. BizBash Media reserves the right to determine if you are blocking another's booth and will ask you to move any item that is blocking another's space or sight line. By signing the contract for your booth, you have agreed to keep your booth assembled until the show is officially over at 5:00 PM on October 27, 2010.

Booth Relocation

If you have signed a contract for a specific booth and you decide to change the location of your booth, you must fill out a Booth Relocation form and pay the \$250 fee to BizBash Media. All booth relocations must be approved by BizBash Media.

Carpet/Floor Covering

You are not required to cover the floor of your booth.

Floorplan

All booths and floorplans are subject to revision or relocation due to venue or local fire department authority.

Insurance

Your agreement to exhibit at the 2010 BizBash Expo includes an insurance requirement. You will need to contact your insurance carrier to list BizBash Media and the Jacob K. Javits Convention Center as additionally insured on your current policy. Please refer to the terms and conditions of your contract for further details. Please fax a copy of your insurance to BizBash at 646-638-3601 NO LATER THAN October 11, 2010. If you do not have insurance, BizBash has negotiated an affordable umbrella policy. Please ask your account executive for more information if you do not have insurance in place.

Minors

Due to liability issues, no children under the age of 21 will be allowed on the show floor. No exceptions will be made.

Payment for Your Booth

A 50% deposit is due upon signing this contract. No refunds or credits of deposits will be given on cancellations. You will be invoiced for the final balance. The balance is due on or before September 24, 2010. If the balance is not received on or before the due date, your booth can be released at BizBash's discretion.

Responsibility for Security

The responsibility of security for each exhibit is that of the exhibitor. BizBash Media will provide crowd-control admittance security. BizBash Media or the Jacob K. Javits Convention Center will not be responsible for the safety of exhibits or exhibits' contents against theft, fire, loss, accident or damage from any other cause, or for accidents to exhibitors, their employees or any other person in or about said premises, except where caused by sole negligence or misconduct on the part of BizBash Media or the Jacob K. Javits Convention Center. Exhibitors are encouraged to budget and make security arrangements for sensitive or valuable items.

Electrical, Internet, and Telephone Connections

Electrical, internet, and telephone connections for your booth are your responsibility and are an extra fee. Details are in the exhibitor services manual.

_____ Initial here to acknowledge Rules and Regulations