

Exhibitor/Sponsor Contract



New York | Hilton New York
 Conference: March 24-26, 2009
 Expo Hall: March 24-25, 2009

PAYMENT DUE IN FULL UPON RECEIPT OF INVOICE
 PAYABLE TO:
 Incisive Interactive Marketing LLC
 4 MetroTech, 21st floor, Brooklyn, NY 11201
 Tax ID No. 16-1662442
 Fax to: (646) 822-5393 • Phone: (212) 457-4993

Exhibitor/Sponsor Information

Company Name: _____ URL: _____
 Listing (as you would like it to appear on all promotional materials): _____
 Address: _____ P.O. Box: _____
 City: _____ State/Prov.: _____ Zip/Postal Code: _____ Country: _____
 Contact Name: _____ Title: _____
 Phone: _____ Fax: _____ E-mail: _____
 Company Billing Contact: _____ Phone: _____ E-mail: _____

Exhibit Space

The rent for exhibit space is \$5,999 per booth unit and only includes raw floorspace, back and side wall draping (for standard, linear booths only), an identification sign, and an Exhibitor Service Manual. *Size of a booth unit is 8x10 in Rhinelander Gallery and 10x10 in Americas Hall I or II.

1st Choice - Booth (s) #: _____ Total Booth Units: _____
 2nd Choice - Booth (s) #: _____ Total Rent \$: _____

Although Show Management will consider requests for specific booths, no assurances can be given that the Exhibitor will be assigned the specific booth requested.

Sponsorship Opportunities

	Price	Reserved		Price	Reserved
Premier Plus Sponsorship (limited to 5)	\$44,000	\$ _____	Reception Sponsor (limited to 4)	\$5,000	\$ _____
Premier Sponsorship (limited to 6)	\$26,000	\$ _____	Notepad Sponsorship (exclusive)	\$5,000	\$ _____
Networking Breakfast Sponsorship (limited)	\$15,000	\$ _____	Pen Sponsorship (exclusive)	\$5,000	\$ _____
Networking Lunch Sponsorship (limited)	\$15,000	\$ _____	Freestanding Billboard double-sided	\$4,000	\$ _____
E-mail Center Sponsor (exclusive)	\$12,000	\$ _____	Promotional Item Distribution (limited)	\$4,000	\$ _____
Vendor Workshop (limited)	\$15,000	\$ _____	Hanging Banner Sponsorship (limited)	\$3,000	\$ _____
Car Sponsorship (limited to 4 exhibitors)	\$10,000	\$ _____	E-mail Promotion Blast (limited to 10)	\$3,000	\$ _____
Keynote Sponsorship (exclusive)	\$10,000	\$ _____	Special Events Webpage Promotion (exhibitors only)	\$3,000	\$ _____
Track Sponsorship (limited)	\$8,000	\$ _____	Literature Distribution (limited)	\$3,000	\$ _____
Lanyard Sponsorship (exclusive)	\$8,000	\$ _____	Magazine Distribution (limited)	\$3,000	\$ _____
Badge Insert Sponsorship (exclusive)	\$8,000	\$ _____	Freestanding Billboard single-sided	\$3,000	\$ _____
SES Magazine tear-out card (double-sided)	\$4,500	\$ _____	Networking Lunch Table Sponsorship (limited) — NEW!	\$2,500	\$ _____
SES Magazine two-page spread advertisement	\$3,500	\$ _____	Floor Decal Sprshp. (limited) per decal/min of 10 decals	\$400	\$ _____
SES Magazine Back Cover (exclusive)	\$3,500	\$ _____	T-Shirt Sponsorship (exclusive)	call for pricing	\$ _____
SES Magazine Inside Front Cover (exclusive)	\$3,000	\$ _____	Bag Sponsorship (exclusive)	call for pricing	\$ _____
SES Magazine Inside Back Cover (exclusive)	\$2,500	\$ _____	Hotel Room Drop Sponsorship (limited)	call for pricing	\$ _____
SES Magazine full-page advertisement	\$2,000	\$ _____	Room Key Sponsorship (exclusive)	call for pricing	\$ _____
SES Magazine half-page advertisement	\$1,500	\$ _____	WiFi Sponsorship (exclusive)	call for pricing	\$ _____
			Other: _____		\$ _____
				Total	\$ _____

PAYMENT DUE IN FULL UPON RECEIPT OF INVOICE. IN ALL CASES, CONTRACT MUST BE PAID IN FULL PRIOR TO SPONSOR RECEIVING SPONSORSHIP BENEFITS. The person signing this document expressly represents and warrants to Incisive Interactive Marketing LLC that they are authorized by Sponsor to bind it to the terms and conditions hereof. The person signing this document understands and agrees that they are personally bound and liable pursuant to the terms and conditions hereof in the event such authority to bind the Sponsor does not actually exist. **THE UNDERSIGNED ACKNOWLEDGES THAT THEY HAVE READ AND ACCEPT THE TERMS AND CONDITIONS AS SET FORTH ON THE BACK/SECOND PAGE OF THIS CONTRACT.**

Authorized Signature and Title: _____ Date: _____
 Printed Name: _____

See attached terms, conditions and rules and please initial where indicated

Exhibitor/Sponsor Agreement: Terms & Conditions

1. General Event Information: The Event is being organized by Management. This Agreement is subject and subordinate to the lease agreement between the Venue at which this Event is being held (the "Venue") and Management for the Event premises for the period of the Event. This Agreement shall be binding on the parties hereto upon acceptance by Management, which acceptance shall be evidenced by Management's execution of this Agreement or issuance of an invoice. Management reserves the right to change the name, location and/or dates of the Event. Event hours will be established by Management. Management makes no representations or warranties regarding the number of persons or exhibitors who will attend the Event, such numbers being impossible to predict accurately ahead of time.

2. Exhibit Space Assignment: Management shall assign exhibit space (the "Space") to Exhibitor for the period of the Event only and this does not imply that the same or similar space will be held or offered for future events. Management will make commercially reasonable efforts to respect Exhibitor's Space choices, but Management reserves the right to move such Space after initial assignment and Management's decision in this regard will be final. Management reserves the right to re-allocate Space in the event changes in the floor plan are required by structural changes in the Event premises by municipal authorities, in the interest of a better showing of exhibits or for any other reason. Should Management assign to Exhibitor, in lieu of the original Event Space, such other Space as Management may deem appropriate, Exhibitor agrees to use such other Space under the terms of this Agreement. Such re-assigned Space will be the same size as the original Space.

3. Assignment and Subletting of Space; Assignment of this Agreement: Management will not permit Exhibitor to sublet or otherwise assign any part of the Space without the prior written consent of Management, which consent shall be granted in Management's sole discretion. Neither this Agreement nor any part or portion hereof shall be assigned, sublicensed or otherwise transferred by the Exhibitor without the prior written consent of Management, which consent shall not be unreasonably withheld or delayed. Management may freely assign this Agreement.

4. Character of Exhibits; Exhibitor Conduct: The Exhibit Fee does not include any exhibition stand fitting unless specifically set forth above. The Exhibitor has full responsibility for all other exhibition stand fittings and must conform to any stand fitting regulations as promulgated by Management from time to time. Management's written permission must be obtained prior to Exhibitor contracting for double-decker or multi-story exhibition stands. Drawings of the stands must be submitted to Management in advance, and a premium for the extra area will be calculated at fifty percent (50%) of the Exhibit Fee, plus all applicable taxes. Approval of the relevant authorities shall be required.

All exhibits, demonstrations or other promotional activities:

- are subject to the approval of Management, which approval shall be granted in Management's sole discretion. Management reserves the right to expel, decline or prohibit any exhibit or part of any exhibit which is not suitable or in accordance with the standards of the Event or which does not comply with the rules established for the Event. In the event of such prohibition or eviction, Management is not liable for any refund of Event fees or any other exhibit expenses or for any other damages the Exhibitor may suffer.
- must be confined to the limits of Exhibitor's Space and in accordance with this Agreement. Interference with the light or space of other exhibits is not permitted. Noise, music, live or recorded announcements, and lighting that are deemed objectionable or excessively loud by Management, in its sole discretion, may be prohibited, restricted or relocated.

Exhibitor (and each of its representatives, as appropriate) shall:

- provide adequate staff for maintenance and operation of its exhibit during all Event hours;
- at its own expense, keep its assigned Space clean and in good order. Management has final approval for all arrangements and items displayed in Exhibitor's Space and may at its discretion require rearrangements or alternate placement of exhibition stand materials.
- conduct itself in a manner in accordance with standards of the Event, decency and good taste and may not interfere with other exhibitors;
- first obtain written permission from the owner/copyright holder as required by applicable laws, if Exhibitor utilizes music or any third party's intellectual property during the Event;
- procure at Exhibitor's own cost and expense any necessary licenses and/or official permits necessary for the purpose of its displaying and/or exhibiting any products or services at the Event;
- show only goods manufactured or distributed by it in the regular course of business;
- display only the sign of the Exhibitor in the Space or in the printed list of exhibitors of the Event, and not of any third party.

Exhibitor (and each of its representatives, as appropriate) shall not:

- hold any meeting or event that conflicts with Event;
- promote its participation in any other event without prior written consent of Management;
- make sales that result in the exchange of product or money within the Event premises;
- bring or distribute alcoholic beverages into the Event, unless specifically allowed by Venue license provisions;
- operate games of chance or lottery devices or actual or simulated pursuit of any recreation pastime without prior written consent from Management;
- exhibit anything not specified in this Agreement;
- display material exposing an unfinished surface. Management reserves the right to have such finishing done and bill the Exhibitor for the charges incurred.
- utilize "live" microphones or loudspeaker equipment in any Space, unless specifically allowed by Venue license provisions, but laptop computers, portable film, slide and videotape projectors may be utilized as long as other rules are met.
- utilize paper decorations or branches, unless fireproofed.

No firm or organization not assigned exhibit space will be permitted to solicit business within exhibit area.

5. Decorations, Signs, Etc.: The Exhibit fee in this Agreement includes standard background, side railings and signage furnished by Management. No front railing will be installed. Plans for special exhibition stand work must be submitted before installation. All special exhibition stand work must conform with standard backwall and side rail dimensions fixed by the Management. All bunting, draperies, and other fabrics must be fireproof. If Union Labor is required to be used, all exhibition stand and installation work must be performed by Union Labor having jurisdiction, and Management cannot and will not take responsibility for interference with the show caused by labor disputes.

6. Observance Of Laws And Regulations: Exhibitor shall abide by and observe any laws, rules, regulations, and ordinances, and all rules and regulations of Management and the Venue in connection with its participation in the Event as may be set from time to time. In addition, Exhibitor must observe all union regulations (if applicable) and electrical codes to which the Venue is subject. Special electrical, gas or water service, as well as other special services needed by individual Exhibitors, are provided only when the Exhibitor orders and agrees to pay for them from the supplier authorized to supply such services in conformity with city, insurance and other requirements.

7. Limited License: Exhibitor grants to Management the right to use and reproduce Exhibitor's name, trademark and logo in connection with the promotion and production of the Event and for the purposes of this Agreement.

8. Photography/Video/Recording: No photographs, video or recording of the Event shall be made by Exhibitor without the prior written consent of Management, which consent shall be granted in Management's sole discretion. Exhibitor agrees that Management may record, broadcast or take photographs or video of Exhibitor's exhibition stand space, exhibit, and exhibit personnel as part of the recording or broadcasting of

the Event in general and not solely the Exhibitor, and Exhibitor authorizes such for any promotional use by Management.

9. Installation And Dismantling: All exhibits shall be installed, constructed and operated in a safe manner. All displays must be fully set up prior to the opening of the Event, and all exhibits must be open for business during all Event hours. In addition, Exhibitor may not dismantle its exhibit until the Event closes according to the time and date specified by Management. When vacated, all Space shall be left in good order. Exhibitor shall not injure or deface floors or walls.

10. Exhibit Space And Rates: Exhibitor agrees that all exhibit fees related to exhibiting at the Event, or any other amounts owed to Management, must be paid to Management prior to move-in of Exhibitor's exhibit into the Event. In the event that the Exhibitor fails to pay any or all such fees in a timely manner, Management, in its sole discretion, may reassign or cancel the Exhibitor's Space. In the event that Exhibitor pays the exhibit fees after such reassignment, Management, in its sole discretion, will assign such other exhibit Space, if then available, which Management in its sole discretion, deems appropriate. Exhibitor remains liable for payment of all fees set forth in this Agreement, subject only to the applicable cancellation schedule set forth herein. Exhibitor shall be responsible for all collection costs and legal fees incurred by Management in connection with collecting fees due under this Agreement. Management shall have the right to offset the amount of any obligation owed to Management against any amount owed by Management to Exhibitor or to apply any payments to any other amount owed by Exhibitor to Management.

11. Payment Obligation: Signing this Agreement obligates Exhibitor to a One Hundred Percent (100%) deposit, due with this signed Agreement. Set-up will not be permitted without full payment and compliance with the terms of this Agreement. Management may impose a surcharge of four percent (4%) per month on any outstanding balance.

12. Cancellation Policy: If Exhibitor cancels this Agreement, the following will set forth the amount Exhibitor remains liable to Management:

Time Canceled Prior to Event:	Payment Obligation of Exhibitor:
> 8 months (320 days)	50%
8 months – 4 months (120 days)	80%
< 4 months	100%

These provisions are for liquidated damages, not a penalty, and have been incorporated into these Terms and Conditions as a valid pre-estimate of damages. The date of cancellation shall be the date that Management receives Exhibitor's notice. The actual occupancy of the Space by an exhibit is of the essence, and upon default by Exhibitor as herein provided, Management is expressly authorized to occupy or cause the Space to be occupied in such manner as it may deem in its best interest, without any rebate or allowance whatsoever to the Exhibitor and without in any way releasing the Exhibitor from any liability hereunder.

13. Impossibility of Performance; Rescheduling of Event: In the event that the Event premises are substantially destroyed by fire or the elements, or in case government intervention or regulation, military activity, strikes, or any other circumstances shall make it impossible or inadvisable for Management to hold the Event at the time and place herein provided, this Agreement shall terminate and the Exhibitor shall and does hereby waive any claim for damages or compensation, except pro rata return of the amount paid after deduction of actual expenses incurred by Management in connection with the Event. Except as set forth herein, there shall be no further liability on the part of either party. In no case shall the amount of refund to Exhibitor exceed the amount of the exhibit fees paid by Exhibitor. A change in name, date or location of the Event is not a cancellation. In the event of such rescheduling, the fees paid by Exhibitor shall be applied to the rescheduled Event.

14. Warranty: EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, MANAGEMENT EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

15. Indemnity And Limitation Of Liability: Neither Management nor the Venue, nor either of their officers, agents, employees, or other representatives shall be held liable for any damage, loss, harm, or injury to the person or property of the Exhibitor or any of its visitors, invitees, officers, agents, employees or other representatives, resulting from Exhibitor's participation in the Event, or its exhibition stand, whether from negligence, earthquake, fire, theft, water or accident of any other cause, or Exhibitor's breach of this Agreement. The Exhibitor shall indemnify, defend, and hold harmless Management and the Venue and their respective owners, directors, officers, employees, agents and representatives, from, any and all claims, demands, suits, liability, damages, loss, costs, attorney's fees, and expenses of any kind which might result or arise from any action or failure to act on the part of the Exhibitor or its officers, agents, employees, or other representatives or breach of this Agreement. Neither Management nor the Venue shall be responsible for the security of Exhibitor's products, proprietary information or exhibit materials. Exhibitor understands that neither Management nor the Venue maintains insurance covering the Exhibitor's property and liability, and it is the sole responsibility of the Exhibitor to obtain such insurance. Exhibitor shall, at its expense, obtain from reputable insurance companies (i) liability and property damage insurance in an amount no less than \$1 million per occurrence, and (ii) workers' compensation insurance covering its employees in at least the statutory amount, and, if requested by Management or the Venue, shall provide evidence of such insurance to Management. Under no circumstances shall Management, its agents, affiliates, employees or directors be liable for lost profits, or other indirect, incidental, consequential or exemplary damages in connection with the Event.

16. Governing Law: If the Event Location is in the United States, this agreement is to be governed by and construed in accordance with the laws of the State of New York. The parties consent to the exclusive jurisdiction of the federal and state courts located New York, New York. If the Event Location is in Asia, this agreement is to be governed by and construed in accordance with the laws of Hong Kong. The parties consent to the exclusive jurisdiction of the courts located in Hong Kong. If the Event Location is outside of the United States or Asia, this agreement is to be governed by and construed in accordance with the laws of the United Kingdom. The parties consent to the exclusive jurisdiction of the courts located in London, England.

17. Amendments; Waiver: Management shall have full power to interpret and amend this Agreement, provided that such amendments do not operate to diminish the rights reserved for the Exhibitor hereunder this Agreement, and shall not operate to increase the liabilities of the Management. Any amendment(s), when made and brought to the notice of the Exhibitor, shall be and become part hereof as though fully incorporated herein. Management shall also have full power in the matter of interpretation and enforcement of this Agreement. No agreement with reference to the subject matter hereof shall become a part hereof, unless executed in writing by Management. The rights of Management under this Agreement shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of Management.

18. Entire Agreement: This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and subject to Management's continuing right to promulgate additional or different rules and regulations concerning the Event as contemplated and described above, this Agreement may not be modified or terminated except in a writing signed by both parties. The interpretation of the terms and provisions of this Agreement is reserved solely to Management whose determinations are final and binding in all respects.

PLEASE INITIAL HERE: _____

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