



SUMMIT TERMS AND CONDITIONS:

Upon acceptance of the agreement ("Agreement"), the participating company named on the front of this Agreement ("Supplier") shall be bound by the terms and conditions set forth herein and by such amendments or additional terms and conditions which may be established by Endeavor Business Media and the Summit, and related events, (hereinafter referred to as "Endeavor" or "The Summit.") References to the Summit herein shall be deemed to include Endeavor and any and all duly authorized representatives, agents or employees of the foregoing.

- 1.** This Agreement authorizes participation by the Supplier for members of its staff in the meetings and sessions at the Summit.
- 2.** Supplier agrees that return of the executed Agreement indicates Supplier's acceptance of these terms and conditions and Supplier's agreement to participate in the Summit and to comply fully with the terms and conditions as set forth herein.
- 3.** 50% non-refundable payment is due within thirty (30) days after invoicing. The balance of the payment for the Summit is due 90 days prior to the Summit. As this is an event with a limited number of suppliers, no cancellations will be accepted after application is accepted.
- 4.** After execution of the Agreement, (1) Endeavor and Summit may keep any and all monies received from Supplier as liquidated damages, it being understood that the Summit's losses and damages from Supplier's breach of this Agreement as well as a precise value for services provided by Endeavor prior to the conclusion of the Summit are difficult to ascertain and that the agreed liquidated damages are not intended to be and may not be construed as a penalty. Monies received prior to the Summit are used by Endeavor for promoting, preparation of materials and other expenses incurred for the Summit; (2) Endeavor will provide Supplier with a schedule ("Production Schedule") outlining each date by which specified information or materials are to be provided by Supplier in advance of the Summit so that the Summit can be executed. The Production Schedule shall be deemed incorporated herein and made a part of this Agreement. Client understands that they will cooperate with Endeavor in fulfillment of its obligations and will perform the responsibilities of Supplier set forth in this Agreement, including without limitation, the Production Schedule ("Client Responsibilities"). Endeavor will have no liability to Supplier for any inability or failure to perform or delay in its performance to the extent

such inability, failure, or delay results from any Supplier failure, delay or error in providing such cooperation and/or performance contemplated by the Agreement ("Client Delay"). Endeavor is reserving supplier positions at the Summit and will not be making it available to other clients. As a result, Endeavor may, in its sole discretion, terminate this Agreement upon three (3) days' prior written notice to Supplier if such Client Delay is not cured prior to the termination date. Upon such termination for cause, Supplier will remain responsible for the purchased sponsorship and Endeavor may retain all monies paid by Supplier and will invoice Supplier for any remainder consistent with the terms of this Agreement notwithstanding any Client Delay. Supplier hereby waives any claim against the Endeavor or Summit for damages or compensation arising from such termination of the Agreement for cause.

5. The Summit is a business networking event and conference. While certain buyers and their companies have indicated their intent to attend, and Endeavor has used its best efforts to insure these buyers actually attend, the Supplier and Endeavor acknowledge that it is impossible to guarantee that each of these buyers will actually participate. This Agreement is not a guarantee of participation by any particular buyer or representative thereof.

6. Sharing of the space and time allotted to a participating Supplier with any other company, organization, or for products other than that specified in the application is expressly prohibited unless specifically arranged by and approved by the Summit or Endeavor in writing in advance.

7. Supplier agrees that any and all promotional activities of any kind or nature outside the agenda such as signs, easels, or hotel room drops, are prohibited without the written consent of the Summit or Endeavor. Supplier agrees not to play, broadcast or have performed any copyrighted material without first presenting to the Summit proof satisfactory that Supplier has, or does not need, any licenses or insurance required by any performing rights society, including but not limited to ASC AP and BMI.

8. In the event of war, fire, strike, government regulation, public catastrophe, act of God, public enemy, act of terror or imminent fear of such, or other cause, and the Venue becomes unavailable; Endeavor and the Summit will be released and discharged from the obligations of this Agreement and Endeavor shall in its sole discretion determine whether to refund to Supplier no more than its proportionate share of the balance of the aggregate fees received after deducting expenses incurred and to be incurred by Endeavor, plus reasonable compensation to Endeavor, but in no case shall the amount of refund to the Supplier exceed the amount of the fee paid. Endeavor reserves the right to cancel, re-name or relocate the Summit or change the dates on which it is held. If Endeavor relocates the Summit to another Venue or changes the dates for the Summit, no refund will be due Supplier and Endeavor shall assign to Supplier, in lieu of the original space, such other space as the Endeavor deems appropriate and Supplier shall accept

such space under the terms of this Agreement. Endeavor shall not be liable financially or otherwise to Supplier in the event the Summit is postponed or relocated.

9. Neither Endeavor or Summit nor its representatives will be responsible for any injury, loss or damage that may occur to Supplier or to Supplier's employees, invites, licensees or guests, or Supplier's property, from any cause whatsoever. Under no circumstances shall Endeavor or the Summit or its representatives be liable for (a) any special, indirect, incidental or consequential loss or damages whatsoever, or (b) any loss of profit, loss of use, loss of opportunity or any cost or damage resulting from any such loss. Supplier acknowledges that the risk allocation of this section of the Agreement is reasonable based on the understanding that Supplier shall obtain at its own expense, adequate insurance (specified below) against any such injury, loss or damage. Endeavor and the Summit shall not be liable for its failure to perform its obligation under this Agreement as a result of strikes, riots, acts of God or any other cause beyond its control.

10. Supplier shall deliver a certificate of insurance to Endeavor at least 60 days prior to the Summit. This certificate shall provide evidence of issuance of a commercial general liability insurance policy on a primary and non-contributory basis for the Summit including the dates of the Summit and the seven (7) days following the Summit, specifically referring to and covering contractual liability, independent contractors and personal injury liability. The policy shall afford protection on a combined single limit basis of not less than \$1,000,000 per occurrence/\$1,000,000 general aggregate for bodily injury and property damage. Supplier's insurance policy is required under this Agreement to: (i) name Endeavor and the Summit as additional insured's; (ii) provide that such policies may not be cancelled without 30 days written notice to Endeavor and Summit of such cancellation; and (i ii) waive any and all rights of subrogation against any insurance policies held by Endeavor or the Summit and further Supplier agrees to waive its rights of subrogation against the Summit, Endeavor, its officers, directors and employees. If any of the insurance policies required pursuant to this Agreement are cancelled prior to the conclusion of the Summit, Endeavor or Summit may immediately terminate this Agreement and retain all monies paid by Supplier as of such date of cancellation. Such insurance maintained by Supplier must be issued by an insurance company reasonably acceptable to Endeavor and Summit.

11. Supplier is solely and fully responsible for its own equipment, material or other property and should insure it against loss or damage from any cause whatsoever. All property of Supplier is understood to remain in its care, custody, and control in transit to or from or within the confines of the Venue.

12. Endeavor, Summit and Venue or any of their respective officers, agents employees or other representatives, shall not be held accountable or liable for, and the same are hereby released by

Supplier from accountability or liability for, any damage, loss, harm or injury to the person or any property of the Supplier or any of its officers, agents, employees, or other representatives resulting from, or arising out of, the negligence of Endeavor or Summit, its agents or employees, or the negligence of any other persons present at the Summit, or from theft, fire, water, accident or any other cause.

13. The Supplier hereby agrees to indemnify, defend and protect Endeavor, the Summit, and the Venue against, and hold and save harmless from, any and all claims, demands, suits, liability, damage, loss, costs, attorneys' fees and expenses of whatever kind or nature which might arise out of any action or failure to act of Supplier or any of its officers, agents, employees, or other representatives, including but not limited to claims of damage or loss to property or harm or injury to a person or persons. Supplier shall at all times indemnify, defend and hold harmless Endeavor, Summit and Venue from any and all claims, losses, liability, damages, suits demands, costs and expenses (including without limitation, attorneys' fees and court costs) of whatever nature against Endeavor and Summit arising out of or in connection with (i) any act, omission or negligence of Supplier or its representatives, employees, agents or contractors; (ii) any act, omission or negligence of Endeavor or Summit or Venue relating to Supplier's use of the Venue in connection with the Summit; and (iii) any breach, violation or nonperformance of any covenant or condition of this Agreement by Supplier.

14. In the event that any unforeseen occurrence shall render the performance of this Agreement impossible, Endeavor or Summit shall have the right in their sole discretion to amend or terminate the Agreement. Supplier hereby waives any claim against the Endeavor or Summit for damages or compensation arising from such amendment or termination of the Agreement.

15. Endeavor reserves the right to determine the Agenda for the Summit and to adopt, orally or in writing, any additional term or condition, or take any further action if Endeavor deems such action necessary for the good and welfare of the Summit. All matters not expressly covered in this Agreement are subject to the reasonable decision of Endeavor and the Summit, whose decision will be final on such matters.

16. Supplier agrees to comply with and be bound by all laws of the United States and the local jurisdiction where the Venue is located and rules and regulations of the local Police and Fire Department and those policies and criteria which have been established by the Summit or the Venue for use of the areas designated.

17. Endeavor and Supplier agree that any dispute arising out of this Agreement shall be governed by the laws of the State of Illinois, and in any suit arising there from the Supplier hereby agrees to consent to the jurisdiction of the courts of the State of Illinois, and that venue

for any such suit shall lie in the state or federal courts located in Cook County, Illinois.

18. This Agreement contains the entire agreement of the parties hereto with respect to the matters contained herein and may not be modified, discharged or terminated except by a written instrument, signed by the party to be charged. Nothing in this provision, however, shall preclude Endeavor or Summit from adopting additional rules and regulations, orally or in writing, as provided in Paragraph 15.