

Design and Exhibits Terms and Conditions

GENERAL TERMS AND CONDITIONS

The following are the General Terms and Conditions under which GCS Convention Services ("GCS") provides Services to you, our valued customer ("Customer") under this Agreement and shall also apply to every Change Order or Show Site Services Order issued by GOBENCS to Customer. GOBENCS will not accept and hereby objects to any additional or different terms and conditions that may be contained in Customer's purchase order or other writing. No modification or waiver of any provision in these General Terms and Conditions will be effective unless in writing and signed by the party sought to be charged with the change. GOBEN CS' performance is expressly conditioned on Customer's acceptance of these General Terms and Conditions and Customer agrees to be bound hereby.

ALWAYS HONEST

GOBENCS is proud to be an organization defined Core Values and our Always Honest corporate compliance and ethics program to promote honest and ethical behavior on the part of all GOBEN CS employees. Strict compliance with all applicable government laws and regulations and accurate and timely reporting is part of the GOBEN CS business culture. Any potential conflict or violation of our standards for governance and behavior should be sent to us for review.

1. DEFINITIONS

A. "Agreement" means collectively the foregoing description of GOBENCS Services ("GOBEN CS Services") together with the Digital File Submission Guide and these General Terms and Conditions.

B. "Customer Property" means any Customer owned property, product, literature or equipment, which may be stored or displayed in or about the Exhibit during the Show and, includes the Exhibit, in the event that Customer purchases the Exhibit under this Agreement.

C. "Digital File Submission Guide" means the technical guidelines for submitting Customer graphic art and/or information to GOBENCS which is available for viewing or download at the link located at www.GOBENCS.com

D. "Drayage Contractor" means the contractor chosen by the Official Show Contractor to handle the movement of goods into and out of the tradeshow facility, which is referred to as "drayage". The Drayage Contractor may serve a dual role as Official Show Contractor.

E. "Exhibit" means certain tangible personal property or materials that can be assembled or installed in designated display or booth space at the Show.

F. "Official Show Contractor" means the organization chosen by Show Management to coordinate all necessary Services required by Customer, as detailed in this Agreement and any Change Order or Show Site Service Order.

G. "Services" means collectively the services provided and tangible personal property rented by GOBENCS to the Customer as set forth in the GOBENCS Services.

H. "Show" means the event, tradeshow or convention identified in the GOBENCS Services.

I. "Show Management" means the organization responsible for the producing, directing, and managing the Show.

J. "Total Quotation" means the estimate, corresponding to the applicable "Sign By Date" for "Standard Price," "Incentive Price," or "Last Price," as set forth in the GOBENCS Services portion of the agreement.

2. CUSTOMER'S Exhibit -- Install and Dismantle

Subject to the terms and conditions of this Agreement, Customer shall be responsible for ensuring that all component parts of the Exhibit are available to GOBENCS on a timely basis in order for GOBENCS to adequately provide the installation and dismantling Services. Further, it is acknowledged and agreed that the Services are to be performed during the prescribed dates set by the Official Show Contractor and/or Show Management. Upon Customer's use of the Exhibit, satisfactory set-up shall be deemed to have occurred. Upon GOBENCS delivery of the Exhibit to the Drayage Contractor or its designate, satisfactory dismantling and delivery to Customer shall be deemed to have occurred. Unless otherwise indicated in the GOBENCS Services, shipping arrangements and costs related to material handling or transportation of Customer's Property or Exhibit shall be Customer's sole and absolute responsibility. Customer is responsible for insuring it's own Customer Property and any GOBEN CS rental property, including any Exhibit, against any loss or damage during the term of this Agreement, including the period in which such property is in transit or storage.

3. DRAYAGE AND NON-GOBENCS RENTAL PROPERTIES

Unless indicated otherwise in this Agreement, drayage GOBENCS for Customer Property and rental fees for any non-GOBENCS rental properties are not included in this Agreement and will be billed to Customer at published show rates by the Official Show Contractor.

4. PRICES AND PAYMENT TERMS

A. Price Quotations. Work quoted on a "time and material" basis (also referred to as "T/M" in this Agreement) is an estimate and is provided to Customer for budget and planning purposes only and shall not bind GOBENCS or limit the amount finally charged to Customer based upon actual labor and materials used.

B. Electrical Services are billed separately and are estimated in advance. Actual GOBENCS are based upon actual usage and Customer shall be invoiced based upon usage.

C. Payment Terms. Customer shall pay GOBENCS 100% of the Total Quotation at the time of signing this Agreement, unless GOBEN CS extends credit terms to Customer hereunder. In addition, Customer shall pay at the end of the Show, upon receipt of invoice, any and all "time and material" GOBENCS and electrical services not already included in the Total Quotation. If credit terms apply to this Agreement, Customer shall pay any and all fees and GOBENCS not included in the advance deposit at the end of the Show, unless a different date is explicitly stated in this Agreement. All GOBENCS are automatically charged to the credit card on file as of that date. Any amounts not paid when due shall bear interest at the rate of 1½% per month, or the maximum legal rate, whichever is less. If Customer disputes a charge, Customer shall pay for all GOBENCS not in dispute and the parties will first attempt to resolve the amounts in dispute through negotiations.

D. Cancellation. This contract is non-cancelable for any reason after execution of this contract. If Customer cancels an order after this Agreement is signed by both parties, Customer agrees to pay 100% of the Total Quotation, and any applicable T/M and electrical service GOBENCS not already included in the Total Quotation, and any additional Services ordered after this Agreement is signed by the parties. Any conduct constituting a breach of this Agreement, including but not limited to, failure to make an advance deposit or to obtain a timely letter of credit as required, may at GOBENCS option be deemed a cancellation by Customer.

E. Taxes. Any taxes, government GOBENCS or fees which GOBENCS may be required to pay or collect under any law upon or with respect to the Services provided under this Agreement are the sole responsibility of the Customer and shall be remitted by the Customer to GOBENCS upon payment, invoicing or demand

F. Gratuities. Gratuities in any form, including cash, gifts or payment for additional time for work not actually performed, are prohibited by GOBENCS.

5. INTELLECTUAL PROPERTY AND CUSTOMER WARRANTY AND INDEMNITY

A. All Exhibit concepts or designs and related developments, discoveries, inventions, improvements, drawings, plans, sketches, specifications and other documents, data, works or materials made, created or acquired by

GOBENCS pursuant to this Agreement ("Work Product"), together with the patent, copyright, trade secret and all other intellectual property rights therein, are and shall remain the sole property of GOBENCS, and Customer shall have no rights therein. All items of Work Product and the information contained therein COMPRISE TRADE SECRETS OF GOBEN CS, AND ARE PROTECTED AS UNPUBLISHED WORKS UNDER COPYRIGHT LAW. Upon payment in full by Customer to GOBENCS of all amounts due under this Agreement, Customer shall have the non-exclusive right to use the Work Product at the Show but shall not have the right to make or distribute copies thereof nor the right to make derivative works based thereon.

B. In the event that Customer provides to GOBENCS any exhibit, design, development, discovery, invention, improvement, drawing, plan, sketch, specification, document, data or work made or created by Customer or any third party ("Customer Work"):

(i) Customer represents that Customer has the right to provide the Customer Work to GOBENCS; and

(ii) Customer warrants that the Customer Work is original, and does not include any material that will infringe, nor will any building, fabrication, extension, modification or adaptation of the Customer Work infringe any patent, copyright, industrial design, trade secret or any other intellectual property right of any third party; and

(iii) Customer shall indemnify, defend and hold harmless GOBENCS, its associates, affiliates and subsidiaries, from and against any and all losses, claims, lawsuits, judgments, liabilities or expenses (including attorneys fees) which in any manner arise out of or are connected with the building, fabrication, extension, modification or adaptation of such Customer Work. In the event that GOBENCS provides designs, drawings, plans, sketches, or other works created by GOBENCS which Customer or a third party builds, fabricates, modifies or adapts, then

(a) Customer shall assume sole risk, liability and legal exposure in connection therewith; and

(b) Customer shall indemnify and hold harmless GOBENCS, its associates, affiliates and subsidiaries, from and against any and all losses, claims, lawsuits, judgments, liabilities or expenses (including attorneys fees) which in any manner arise out of or are connected therewith.

6. DAMAGES

Customer is responsible for any damage or modification to rental properties of GOBENCS or any other equipment rented from GOBEN CS as part of this Agreement, except for normal wear and tear.

7. CHANGE ORDERS & SHOW-SITE SERVICES

A. ChanGOBEN CS to Services Pre-Show. After this Agreement is signed by Customer, any pre-Show to the Services as provided in this Agreement will be itemized in a change order ("Change Order") and must be signed by Customer.

B. Services Ordered at Show Site. For Services ordered at the Show site ("Show Site Service Orders"), the following shall apply: (1) Show Site Service Orders are governed by the terms and conditions of the GOBEN CS contract set forth in the exhibitor kit; (2) Show Site Service Orders will be billed at the prevailing floor order rate; (3) a coordination fee will be paid by Customer on non-GOBEN CS services ordered on Customer's behalf by GOBEN CS; and (4) full payment is due and owing to GOBEN CS prior to the end of the Show.

8. FORCED FREIGHT

GOBEN CS is not liable for Customer Property left on the show floor after the show closing deadline, with or without a Material Handling Services/Straight Bill of Lading signed by Customer. It is Customer's responsibility to complete accurate paperwork for shipping and to ensure Customer Property is properly labeled. If Customer Property remains on the floor after the show closing deadline, GOBEN CS has the right to remove the Customer Property. GOBEN CS is authorized by Customer to proceed in the manner chosen by Customer on the Order for Material Handling Services/Straight Bill of Lading, if one has been completed, or otherwise to ship Customer Property at the discretion of GOBEN CS and at Customer's expense. GOBEN CS shall incur no liability for such

shipment. GOBEN CS retains the right to dispose of Customer Property without liability if left on the show floor unattended, without labels or not correctly labeled.

9. INDEPENDENT CONTRACTOR

This Agreement is not intended to create an agency or joint venture relationship between GOBEN CS and Customer. Neither party shall have any authority to bind the other to any obligation with respect to any third parties, unless specifically provided for in this Agreement or otherwise agreed to in writing by the parties.

10. INSURANCE

Both parties shall maintain during the performance of GOBEN CS' Services the following insurance coverage: GOBEN CS: (1) workers' compensation, at a minimum of the statutory limits; (2) commercial general liability; and (3) auto liability including coverage for all owned, hired and non-owned vehicles. Customer shall name GOBEN CS as an additional insured on these policies (except workers' compensation) and shall provide GOBEN CS with a Certificate of Insurance evidencing this coverage upon execution of this Agreement.

11. WARRANTY

GOBEN CS warrants that its Services will be provided in a workmanlike manner. This warranty shall expire upon the completion of the Services.

A. Remedy. Upon written notice to GOBEN CS that the Services have not been performed as warranted ("Defect"), GOBEN CS will, in the event GOBEN CS reasonably agrees that a Defect exists, undertake reasonable efforts to correct the Defect if practicable. This remedy is the SOLE and EXCLUSIVE remedy on which Customer may rely. If this remedy is ultimately adjudged to have failed of its essential purpose, GOBEN CS' sole liability shall be to refund only that portion of the cost related to the Defect in Service.

B. Notice. Notice of any Defect in the Services must be given to GOBEN CS in writing promptly, but in no event later than the end of the Show.

C. Disclaimer. GOBEN CS GIVES NO OTHER WARRANTIES EXCEPT THOSE EXPRESSLY CONTAINED HEREIN. GOBEN CS DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS IMPLIED BY OPERATION OF LAW OR OTHERWISE, USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, QUALITY AND FITNESS FOR PARTICULAR PURPOSE.

D. Suitability. It shall be Customer's responsibility to provide GOBEN CS with accurate, complete and detailed instruction related to the Services and/or Exhibit. Customer represents and warrants that it alone has determined that the Services and/or the Exhibit shall suitably meet any safety requirements and the requirements of their intended function including, but not limited to, the specific Show requirements. It is expressly understood that any advice furnished by GOBEN CS with respect thereto, or the condition of the Exhibit is given without charge, and GOBEN CS assumes no obligation or liability for the advice given, alterations to the Exhibit made at Customer's request or results obtained, all such advice being given and accepted at Customer's risk.

12. LIMITATIONS OF LIABILITY

The following limitations of GOBEN CS' liability are acknowledged by the parties to be fair and reasonable:

A. Disclaimer and Limitation of Damages. IN NO EVENT SHALL GOBEN CS BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING UNDER CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, and WARRANTY OR ANY OTHER THEORY OF LIABILITY. Such damages include, but are not limited to, loss of profits, loss of business opportunity, loss of use of the Exhibit, damage to property, or claims of third parties. The total liability of GOBEN CS to Customer from any cause whatsoever, except liability related to transportation services as limited below, will be limited to the lesser of Customer's actual damages or the purchase price for the Services that are the subject to Customer's loss or damage.

B. Transportation Services Liability. In the event that transportation services are provided by GOBEN CS, as specifically set forth and detailed in the GOBEN CS Services, and a loss or damage to Customer's properties results there from, then GOBEN CS' liability is limited to the following:

(i) GOBEN CS shall be liable for loss or damage to Customer's properties only if such loss or damage is caused by the sole negligence or willful misconduct of GOBEN CS and, in that event, GOBEN CS liability is limited to the lesser of 1) the depreciated value of the properties; 2) the repair cost; or 3) the limitation of liability which is the lesser of \$.50 (fifty cents) per pound per package, \$100.00 (one hundred dollars) per package (one thousand five hundred dollars) per occurrence.

(ii) Excess Declared Value: Customer may obtain a higher limitation of liability, per shipment as follows: 1. To request Excess Declared Value; (a) Customer must state the Excess Declared Value amount in the space provided on the GOBEN CS services order forms and on the Material Handling Order Form, and; (b) Check the box requesting Excess Declared Value, and; (c) Pay the appropriate charge for Excess Declared Value prior to shipment date. 2. Cost – Excess Declared Value is available from GOBEN CS for \$2.00 per \$100.00 of Excess Declared Value with a \$100.00 minimum charge. 3. Not Insurance – Excess Declared Value is NOT INSURANCE. GOBEN CS IS NOT AN INSURANCE COMPANY AND DOES NOT OFFER OR PROVIDE INSURANCE. GOBEN CS will not be liable or responsible for loss or damage to Customer Goods, unless such loss or damage is caused by GOBEN CS' negligence. Excess Declared Value is not available for: plasma screens, LCD screens, electronic equipment, original art, one of a kind items and/or prototypes. Declared Value may never be purchased in excess of \$20,000 for purposes of this provision. GOBEN CS' liability in all circumstances shall be limited to the amount of this cap. Notwithstanding the foregoing, all shipments containing the following items of extraordinary value are limited to the maximum declared value of \$500.00 (USD). 1. Clocks, jewelry, including costume jewelry, furs or items trimmed in fur; 2. Coins, money, currency, gift certificates, gift cards, debit cards or credit cards; 3. Personal effects including without limitation, clothing, paper and documents or any other items of extraordinary value. In addition, any Declared Value in excess of the maximum stated above is null and void and the acceptance by GOBEN CS for carriage of any shipment with a declared value in excess of the allowed maximums does not constitute a waiver of these maximums. Under no circumstance will GOBEN CS be responsible for any incidental, consequential or punitive damage GOBEN CS due to loss, damage, theft or delay of Goods or any other causes.

C. Risk of Loss. **GOBEN CS DOES NOT PROVIDE ON-SITE SECURITY. AT NO TIME SHALL GOBEN CS BE LIABLE FOR FIRE, WATER DAMAGE, THEFT, LOSS OF PROPERTY OR OTHER RISKS OR DAMAGE TO THE EXHIBIT OR CUSTOMER'S PROPERTY WITHIN THE EXHIBIT.** GOBEN CS is not responsible or liable for any Customer owned property or equipment while on the Show floor or while awaiting transportation. Customer is responsible for obtaining or providing its own insurance and for taking adequate security measures to protect its properties at Show site. Where GOBEN CS arranges for security for Customer through the Official Show Contractor, Customer shall look solely to that party in the event of any loss or damage.

D. Indemnification. Except as otherwise provided herein, each party agrees to indemnify and hold the other party harmless from and against any and all claims, demands, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from

(i) the indemnifying party's, or its employee's, agent's or representative's wrongful or negligent act or omission or

(ii) the indemnifying party's breach of any representation, warranty or obligation under this Agreement. In case of any action or proceeding brought against either party by reason of any such claim, upon notice from such party, the indemnifying party covenants to defend such action or proceeding (by counsel reasonably satisfactory to the other party), unless such action or proceeding alleges GOBEN CS the joint or concurring wrongful or negligent act, or omission, of both parties.

E. Release of Liability. While GOBEN CS strives to ensure a safe work place, should Customer or any invitee of Customer enter the exhibit space while GOBEN CS is providing Services, Customer and such invitees assume the risk of injury and responsibility for their actions and Customer agrees to indemnify and hold GOBEN CS harmless from and defend it against any harm caused to persons and/or damage to properties resulting there from.

GOBEN CS shall have the right to request such persons leave until the area is considered safe, request and receive a written release of liability from Customer with respect to such persons, cease provision of Services without liability to Customer or any combination of actions thereof. When Customer acts as supervisor of GOBEN CS, Customer releases GOBEN CS from liability for acts arising out of or injury caused by work under the control of Customer or in accordance with the Customer's instructions.

13. EXCUSE

Neither party shall be liable for any damage GOBEN CS sustained from delay or non-performance due to events beyond its reasonable control, including without limitation, strikes or other labor disputes, weather, earthquakes, fires, floods, war, riots, civil disorder, acts of terrorism, failure of power or utilities and government acts. If an occurrence over which neither party has reasonable control arises which would prevent, postpone, interrupt, or require cancellation of the Show, Customer shall reimburse GOBEN CS for its direct expenses in pursuing or providing Services until the date of this occurrence. Notwithstanding the foregoing, this Section 13 shall not apply to the financial inability of a party to perform hereunder, or to any change GOBEN CS in the economy or marketplace.

14. DISPUTE RESOLUTION; APPLICABLE LAW; & JURISDICTION

Any dispute arising out of or related to this Agreement shall be resolved in accordance with the laws of the State of Florida. Except as provided in this Section 13, all disputes arising hereunder shall be resolved by binding arbitration in Las Vegas, Nevada in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Where injunctions or other equitable or similar relief is sought, the parties may pursue any such action in any court of competent jurisdiction. For a dispute of nonpayment, GOBEN CS may pursue resolution in any court of competent jurisdiction or through collection procedures.

15. LIMITATION PERIOD

All causes of action against GOBEN CS arising out of the performance or non-performance of the terms of this Agreement must be filed no later than one (1) year after the cause of action accrues.

16. SEVERABILITY

A holding that any term or condition hereof is void or unenforceable shall not render void or unenforceable any other terms or condition unless such invalidity materially impairs the ability of the parties to consummate the transaction contemplated by this Agreement.

17. ENTIRE AGREEMENT

This Agreement evidences the final, complete and entire agreement between the parties and supersedes all prior and contemporary written or oral representations or agreements with respect thereto. This Agreement may be modified ONLY by express written agreement signed by the party against whom enforcement is sought and may not be altered, modified or waived orally, by course of performance, course of dealing or usage of trade. If this writing differs in any way from the terms and conditions of Customer's order or if this writing is construed as an acceptance or as a confirmation acting as an acceptance, then GOBEN CS' ACCEPTANCE IS EXPRESSLY MADE CONDITIONAL ON CUSTOMER'S ASSENT TO ANY TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT THAT ARE DIFFERENT FROM OR ADDITIONAL TO THOSE CONTAINED IN CUSTOMER'S WRITING.

Further, this writing shall be deemed notice of obligation to Customer of such terms and conditions. If this writing is construed as the offer, acceptance hereof is EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT. In any event, the Customer's acceptance of the Exhibit Services shall manifest Customer's assent to the terms and conditions set forth in this Agreement.