

EXHIBIT SPACE/SPONSORSHIP APPLICATION & CONTRACT



This Application & Contract, when signed by Exhibitor/Sponsor and The Prepaid Press Expo, constitutes a binding legal agreement. The Prepaid Press Expo agrees to review this Application & Contract and assign exhibit space to your company, if available, consistent with The Prepaid Press Expo eligibility requirements and policies. Exhibitor/Sponsor agrees that upon acceptance of this Application and Contract by The Prepaid Press Expo, with or without appropriate payment, the Application and Contract shall become a legally binding contract, enforceable against Exhibitor/Sponsor in accordance with its terms. By the signature below, the individual signing this document represents and warrants that he/she is duly authorized to execute this binding contract on behalf of Exhibitor/Sponsor. It is understood that the booth will be assigned to the company name listed on the Agreement & Contract.

1

The key contact person will serve as your primary exhibitor contact and will receive the Exhibitor Updates and the Exhibitor Service Kit. Please list key contact information below. (The company information for your Virtual Booth and Show Guide will be required on the Virtual Exhibit Hall Form.)

Key Contact Person _____ Title _____
 Key Contact Phone Number _____
 Key Contact Fax Number _____
 Key Contact E-Mail Address _____
 Company Name _____
 Street Address _____
 City _____ State _____ Zip _____
 Main Company Phone _____
 Toll Free Phone _____
 Main Company Fax _____
 E-Mail Address _____
 Web Address _____

Exhibitors/Sponsors are listed alphabetically. Please indicate which letter of the alphabet you wish your company name to appear _____.

2

Exhibit Space Rental Per 10' x 10':
 3,999 through May 31, \$4,199 from June 1 through June 30, \$4,399 thereafter

A deposit equaling 50% of the total cost of space selected must accompany this application and contract. An invoice will be included as part of space confirmation. The balance is due May 15, 2010. Applications/Contracts received after May 15, 2010 must include full payment and cannot be canceled. There is a \$100 fee for returned checks.

Cancellation & Refund Policy for Exhibitors: All requests for cancellation of space must be received in writing. If space is reduced, the net reduction of space will be treated as a cancellation of space. If Show Management received a written request for cancellation of space on or before May 15, 2010, the exhibitor will be liable for 50% of the total cost of space canceled plus a \$100 processing fee. For cancellations received after May 15, 2010, exhibitors are liable for 100% of the cost of space.

3

Our company's primary business is: _____

We prefer not to be assigned next to or across the aisle from (list specific company names): _____

**While every effort will be made to honor position preferences, booth position is not guaranteed.*

INSTRUCTIONS: Type or print this application. Complete all sections. Sign and return this original, two-sided application including payment, made payable to Prepaid Expo LLC, 944 Greensward Lane, Delray Beach, FL 33445. Please fax contract to 305.675.6432. Should you need a copy, make a copy for your files. Upon assignment of space by Show Management, a booth space confirmation will be mailed to you. COMPLETE, SIGN AND SUBMIT BOTH PAGES OF THIS APPLICATION AND CONTRACT.

4

Sponsorship Contract (See Addendum for Sponsorship Details): _____

Sponsorship Level _____

Sponsorship Package/Option _____

Sponsorship Booth # _____

Payment & Cancellation Policy for Sponsorship Contracts:

A deposit equaling 50% of the total cost of the selected Sponsorship Package/Option must accompany this application and contract. An invoice will be included as part of the space confirmation. The balance is due May 15, 2010. Sponsorship Contracts cannot be canceled.

5

Location Preferences: The following choices indicate the location and configuration of the preferred booth size and space.

Size: _____ x _____

Square feet (each 10 X 10 = 100 square feet): _____

Total Cost: _____

50% Deposit: _____

On or after May 15, 2010, submit contract with Total Amount.

Choice 1: _____ Choice 2: _____

Choice 3: _____ Choice 4: _____

6

Method of Payment:

Check: The enclosed check is in the amount of \$ _____

Credit Card: MasterCard Visa Amex Discover

Dollar Amount _____

Card Number _____

Expiration Date _____

Authorization Code _____

Name as it appears on card _____

Cardholder's Signature _____

7

By signing this agreement, Exhibitor/Sponsor agrees that they have received, read and agree to the attached 2010 The Prepaid Press Expo Application and Exhibit Space and/or Contract Terms and Conditions, incorporated in their entirety herein and expressly made a part of this Application and Contract. This Application and Contract and the included 2010 The Prepaid Press Expo Application and Contract Terms and Conditions constitute the entire agreement between the parties and cannot be modified except by express written agreement signed by The Prepaid Press Expo.

Authorized Company Rep (print): _____

Title: _____

Authorized Signature: _____

Date: _____

2010 THE PREPAID PRESS EXPO APPLICATION AND EXHIBIT SPACE AND/OR SPONSORSHIP CONTRACT TERMS AND CONDITIONS

These rules and regulations are a bona fide part of the contract for exhibit space and/or Sponsorship contract with The Prepaid Press Expo 2010, to be located at Caesars Palace, Las Vegas, NV, AAUGUST 24-26, 2010. Show Management reserves the sole right to render all interpretations, amend and enforce these regulations and to establish any and all further regulations not specifically covered below to assure the general success and well being of the Show. Each exhibitor/sponsor, for himself, his employees, and his contractors, agrees to abide by these regulations and by any amendments or additions hereafter made by Show Management. Show Management reserves the right to decline, prohibit, deny access or remove any exhibit, which in its sole judgment is contrary to the character, objectives, and best interests of the Show or suitable for its attendee audience. This reservation includes, but is not limited to, any violation of any public policy or these rules and regulations and extends to persons, things, printed matter, products, and conduct. The Prepaid Press Expo reserves the right to refuse applications of concerns not meeting standards required or expected, as well as the right to curtail exhibits or parts of exhibits that reflect against the character of the meeting. Show Management's decision and interpretation shall be accepted as final in all cases.

1. **VALID APPLICATION AND CONTRACT FOR SPACE.** Applicants for exhibit space and/or sponsorship contract are required to execute and forward the Exhibit Space Application to Show Management. To be valid, each application must convey a minimum 50% deposit for each booth space and/or sponsorship package requested for rental.

2. **PAYMENT OF EXHIBIT SPACE.** A minimum of 50% of the total fee for the space requested must accompany the Exhibit Space and/or Sponsorship Application and Contract. The balance must be paid by May 15, 2010. Applications received after May 15, 2010 must include full payment.

To qualify for exhibition, exhibitors must be in good standing with The Prepaid Press from date of invoicing throughout the August 2010 event dates.

Any deviations from this provision, including but not limited to acceptance by Show Management of any late payments specified herein, shall not be construed as a waiver of Show Management's rights to cancel exhibitor's contract for such noncompliance, reassign booth location, take possession of said space without refund or further notification, or otherwise be construed as a modification of any schedule of payments required hereunder.

Further, all payments as stated hereunder shall be payable at the address stated in this application. There will be a \$100 fee on all returned checks. All payments as stated hereunder shall be payable at the address stated in this application.

2a. **PAYMENT OF SPONSORSHIP CONTRACT.** A minimum of 50% of the total fee for the Sponsorship Package requested must accompany the Exhibit Space and/or Sponsorship Application and Contract. The balance must be paid by May 15, 2010. Applications received after May 15, 2010 must include full payment.

To qualify for exhibition, exhibitors or sponsors must be in good standing with The Prepaid Press from date of invoicing throughout the August 2010 event dates.

Any deviations from this provision, including but not limited to acceptance by Show Management of any late payments specified herein, shall not be construed as a waiver of Show Management's rights to cancel exhibitor's contract for such noncompliance, reassign booth location, take possession of said space without refund or further notification, or otherwise be construed as a modification of any schedule of payments required hereunder.

Further, all payments as stated hereunder shall be payable at the address stated in this application. There will be a \$100 fee on all returned checks. All payments as stated hereunder shall be payable at the address stated in this application.

3. **CANCELLATION AND REFUNDS FOR EXHIBITS.** All cancellations of exhibit space must be received in writing. If space is reduced, the net reduction of space will be treated as a cancellation of that space. If Show Management receives a written request for cancellation of space on or before May 15, 2010, the exhibitor will be liable for 50% of the total cost of space canceled plus a \$100 processing fee. For cancellations received after May 15, 2010, exhibitors are liable for 100% of the cost of space.

Failure to appear at the Show does not release exhibitor from responsibility for payment of the full cost of space rented. In the event of cancellation, space reverts back to Show Management for use at its sole discretion.

Show Management's ability to resell the space shall not affect the refund schedule.

3a. **CANCELLATION FOR SPONSORSHIPS.** Sponsorship Contracts cannot be cancelled at any time.

Failure to appear at the Show does not release exhibitor from responsibility for payment of the full cost of space rented. In the event of cancellation, space reverts back to Show Management for use at its sole discretion.

Show Management's ability to resell the space shall not affect the cancellation policy.

4. **SPACE RENTAL AND ASSIGNMENT OF LOCATION.** Whenever possible, space assignments will be made by Show Management in keeping with the preferences as to location requested by the exhibitor. **SHOW MANAGEMENT, HOWEVER, RESERVES THE RIGHT TO MAKE THE FINAL DETERMINATION OF ALL SPACE ASSIGNMENTS IN THE BEST INTERESTS OF THE EXPOSITION.**

5. **USE OF SPACE, SUBLETTING SPACE.** No exhibitor may assign, sublet or apportion his space to or with another business entity or individual without the express permission in writing from Show Management. No exhibitor may show or demonstrate products or services other than those manufactured or handled in the normal course of his business.

Should any item from a nonexhibiting firm be required for operation of a display, identification of such item shall be limited to the regular name plate or trademark under which same is sold in the general course of business. Sharing space with individuals or companies not officially represented by the contracting exhibitor is strictly prohibited and may result in eviction.

6. **OPERATION OF EXHIBITS.** Show Management reserves the right to restrict the operation of, or evict completely, any exhibit, which, in its sole opinion, detracts from the general character of the exposition as a whole. This includes, but is not limited to, an exhibit which, because of noise, flashing lights, method of operation, display of unsuitable material, is determined by Show Management to be objectionable to the successful conduct of the exposition as a whole. Use of so called "barkers" or "pitchmen" is strictly prohibited. All demonstrations or other promotional activities must be confined to the limits of the exhibit space.

Sufficient space must be provided within the exhibit space for the comfort and safety of persons watching demonstrations and other promotional activities. Each exhibitor is responsible for keeping the aisles near its exhibit space free of congestion caused by demonstrations or other promotions.

Alcoholic Beverages. Exhibitors may not serve alcoholic beverages in the exhibit hall except with the written permission of Show Management.

Literature Distribution. All demonstrations or other activities must be confined to the limits of the exhibitor's booth. Distribution of circulars may be made only within the space assigned to the exhibitor distributing such materials. No advertising circulars, catalogs, folders, or devices shall be distributed by exhibitors in the aisles, meeting rooms, registration areas, lounges, or grounds of the host facility. Trade publishers are prohibited from soliciting advertising during the Show. Trade publications may be distributed from their booth, but automatic distribution is prohibited.

Booth Representatives. Both representatives, including models or demonstrators, must be properly registered and wear badges, and be properly and modestly clothed. Excessively revealing attire is prohibited. The Prepaid Press Expo is a business event and, therefore, individuals under the age of 18 (including infants and children in strollers) are not permitted on the exhibit floor during show hours, nor during move-in and move-out because of high liability. Spouses are invited to visit the exhibit hall only with appropriate credentials.

Music Licensing. Any tenant using copyrighted music during The Prepaid Press Expo, whether within the exhibit area, in hospitality space or in any other way related to The Prepaid Press Expo, shall obtain permission for such use. This requirement applies to live and recorded music, including that accompanying video or other presentations. Any exhibitor using copyrighted music as set forth above assumes the entire responsibility for its use and for obtaining the appropriate permission and payment of any fees associated with its use.

Exhibitor further agrees to protect, indemnify, defend and save The Prepaid Press Expo, Show Management, the management of the exhibit hall, and the service contractors and their respective employees and agents harmless against all claims, losses or damages, governmental charges or fines and attorney's fees arising out of or caused by exhibitor's use of said copyrighted music.

Sound. Exhibits which include the operation of musical instruments, radios, sound projection equipment, or any noisemaking machines must be conducted or arranged so that the noise resulting from the demonstration will not annoy or disturb adjacent exhibitors and their patrons, nor cause the aisles to be blocked. Operators of noisemaking exhibits must secure approval of operating methods before the exhibit opens. Show Management shall be the sole judge of what constitutes appropriate sound levels. Sales. "Cash and carry" sales are prohibited. Samples or souvenirs may not be sold.

7. **ARRANGEMENT OF EXHIBITS.** Each exhibitor is provided an Official Exhibitor Kit. The Exhibitor Kit describes the type and arrangement of exhibit space and the standard equipment provided by Show Management for booth construction. All booth space must be arranged and constructed in accordance with the guidelines, provisions and limitations contained in the Exhibitor Kit. If, in the sole opinion of Show Management, any exhibit fails to conform to the Exhibitor Kit guidelines, or the provisions set forth herein, such exhibit will be prohibited from functioning at any time during the exposition. Exhibits not conforming may be dismantled or modified, at cost to the exhibitor, at the sole judgment and discretion of Show Management.

Exhibitor Plan Review. Booth construction plans and layout arrangements for exhibits in island booth spaces, or involving other unusual construction features, must be submitted for approval at least sixty (60) days prior to the opening of the exposition.

8. **EXHIBITS AND PUBLIC POLICY.** Each exhibitor is charged with knowledge of all State, County, and City Laws, ordinances and regulations pertaining to health, fire prevention and public safety, while participating in the exposition. No part of the building shall be defaced in any manner, nor shall signs or other articles be posted, nailed, taped or otherwise affixed to any pillars, doors, walls, or other parts of the building.

Show Management and service contractors have no responsibility pertaining to the compliance with laws as to public policy as far as individual exhibitor's space, materials, and operation is concerned. Should an exhibitor have any questions as to the application of such laws, ordinances and regulations to his exhibit or display, Show Management will endeavor to answer them.

All booth decorations must meet flame-proofing codes. All exits, hallways, aisles and fire control apparatus must remain clear and unobstructed at all times. Electrical equipment and wiring must conform with National Electrical Code Safety Rules. Use of butane or bottled gas is not permitted. Use of propane and helium balloons is prohibited.

Exhibitors will not be permitted to store behind their booth background any excess material such as cardboard cartons, literature,

etc. Designated "No Smoking" areas must be observed. If unusual equipment or machinery is to be installed, or if appliances that might come under fire codes are to be used, the exhibitor should communicate with Show Management for information concerning facilities or regulations. Exhibitors must comply with City and State fire regulations.

Independent contractors must conform to IAAE and ESCA guidelines and must be signatory to a current local collective bargaining agreement.

An exhibitor who makes any claim or advertises at The Prepaid Press Expo in any way which, in the sole opinion of Show Management, is false, misleading or otherwise against public policy, may, at the sole discretion of Show Management, be required to discontinue such claim or advertising.

9. **INSTALLATION AND REMOVAL.** Show Management reserves the right to fix the time for the installation of a booth prior to the Show opening and for its removal after the conclusion of the Show. Any space not claimed and occupied by two hours prior to the published Show opening time may be resold or reassigned without refund. Installation of all exhibits must be fully completed by the opening time of the exposition. Exhibits must be staffed during all Show hours and may not, to any extent, be dismantled before the Show closing. Any early dismantling or packing shall be considered a breach of this agreement and may affect future applications.

Exhibit hall hours will be Wednesday August 25, 10:00 a.m. to 5:00 p.m., Thursday August 26, 10:00 a.m. to 1:00 p.m. Move-in may begin at 8:00 a.m. on Tuesday August 24th, and move-out must be completed by 8:00 p.m. on Thursday, August 26th. All exhibits must be fully set-up by 6:00 p.m. on Tuesday, August 24th and all exhibits must be open for business during exhibit hours. No dismantling or packing may be started before the show closes on Thursday. Cooperation on this point from all Exhibitors is earnestly requested. The Exhibitor has an obligation to attendees to see that these terms are not violated. The Organizer will not allow any moving of exhibits after the opening of the show until 1:00 p.m. Thursday. The Exhibitor will not be permitted to dismantle their exhibit(s) or do any packing prior to the official closing hour of the show (Thursday, 1:00 p.m.). Violators are subject to being barred from participation in future shows and will receive a \$250 fine.

10. **STORAGE OF PACKING CRATES AND BOXES.** Unattended freight in any display space as of one hour prior to Show opening will be removed and stored at the exhibitor's sole risk and expense. Exhibitors will not be permitted to store packing crates and boxes in their booths during the exhibit period; but these, when properly marked, will be stored and returned to the booth by service contractors. It is the exhibitor's responsibility to mark and identify his crates. Crates not properly marked or identified may be destroyed. Show Management assumes no responsibility for the contents of crates or boxes improperly labeled as "empty."

Crates, boxes or other exhibit materials unclaimed by the exhibitor after the Show will be removed at the exhibitor's expense. Exhibitors will be billed by Show Management for removal time and materials at prevailing rates. Neither Show Management, the service contractor nor the exhibit facility shall assume any liability whatsoever for loss or damage.

11. **EXHIBITOR'S AUTHORIZED REPRESENTATIVE.** The exhibiting firm assumes responsibility for its authorized representative to follow all Show Management Contract Rules and Regulations.

12. **LIABILITY AND INSURANCE.** All property of the exhibitor remains under his custody and control in transit to and from the exhibit hall and while it is in the confines of the exhibit hall. Neither Show Management, its service contractors, the management of the exhibit hall nor any of the officers, staff members or directors of any of the same are responsible for the safety of the property of exhibitors from theft, damage by fire, accident, vandalism or other causes, and the exhibitor expressly waives and releases any claim or demand he may have against any of them by reason of any damage to or loss of any property of the exhibitor.

The Exhibitor is required to carry Comprehensive General Liability Insurance naming The Prepaid Press Expo and Caesars Palace Las Vegas during the duration of the event. If Exhibitor does not carry Comprehensive General Liability Insurance, please contact Show Management for assistance in obtaining the insurance you will need in order to display at the Event.

13. **INDEMNIFICATION.** Exhibitor agrees that it will indemnify and hold and save Show Management whole and harmless of, from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgments recovered from or asserted against Show Management on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by its act, omission, negligence or misconduct on the part of Exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or of any other person entering upon the Premises leased hereunder with the express or implied invitation or permission of Exhibitor, or when any such injury or damage is the result, proximate or remote, of the violation by Exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the occupancy or use by Exhibitor, its agents, servants, employees, contractors, patrons, guests, licensees or invitees of the Premises leased hereunder. Such indemnification of Show Management by Exhibitor shall be effective unless such damage or injury may result from the sole negligence, gross negligence or willful misconduct of Show Management. Exhibitor covenants and agrees that in case Show Management shall be made a party to any litigation commenced by or against Exhibitor or relating to this lease or the Premises leased hereunder, then Exhibitor shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon Show Management by virtue of any such litigation.

Property Damage. Neither Show Management nor Exhibitor shall be responsible for any loss of or damage to property of the other party hereto, including, but not limited to, loss or damage occasioned by theft, fire, smoke, acts of God, public enemy, riot, civil commotion or other insurable casualty, and Show Management and Exhibitor expressly waive any claim for liability against the other party hereto with respect to any such loss or damage. Accordingly, it shall be the responsibility of Show Management and Exhibitor, respectively, to secure its own insurance or otherwise protect itself and its property against such loss or damage.

Use of Certain Property. Exhibitor will assume all costs arising from the use of patented, trademarked, or franchised materials, devices, processes or dramatic rights used on or incorporated in the exhibitor's space.

Exhibitor shall indemnify, defend and hold harmless The Prepaid Press Expo, Show Management, the City and their officers, directors, members, agents and employees from and against all claims, demands, suits, liability, damages, losses, costs, attorneys' fees and expenses of whatever kind or nature, which might result from or arise out of use of any such material(s) described above.

14. **RESPONSIBILITY FOR PROPERTY:** In no case will The Prepaid Press Expo be responsible for theft, loss or damage to Exhibitor's product or booth, unless the responsibility is a direct and sole result of the actions of TTP Expo or its employees. Exhibitor agrees that it is wholly responsible for protecting its property on and off TTP Expo premises. Exhibitor is encouraged to secure its exhibits and products and should insure its property (from the time it leaves its warehouse until it returns) at Exhibitor's expense.

15. **WAIVER.** Show Management shall not be deemed to waive any of its rights hereunder unless such waiver is explicitly stated as a waiver in writing and signed by Show Management. No delay or omission by Show Management in exercising any of its rights shall operate as a waiver of such rights and a waiver of rights in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

16. **ATTORNEYS' FEES.** Should Show Management find it necessary to employ an attorney or attorneys to enforce any of the provisions of this agreement or to protect in any manner its interest or interests under this agreement, Show Management, if it is the prevailing party, shall be entitled to recover from the other party all reasonable costs, charges, and expenses including attorneys' fees.

17. **AMERICANS WITH DISABILITIES ACT.** Exhibitors acknowledge their responsibilities under the Americans with Disabilities Act (hereinafter "Act") to make their booths accessible to handicapped persons. Exhibitor shall also indemnify and hold harmless The Prepaid Press Expo, Show Management, and facility against cost, expense, liability or damage which may be incident to, arise out of or be caused by Exhibitor's failure to comply with the Act.

18. **SOCIAL FUNCTIONS/SPECIAL EVENTS.** Any social function or special event planned by an exhibiting company, to take place during The Prepaid Press Expo, must be preapproved by The Prepaid Press Expo.

19. **OTHER REGULATIONS.** Any and all matters not specifically covered by the preceding rules and regulations shall be subject solely to the decision of Show Management.

20. **ATTENDANCE.** The Prepaid Press Expo makes no representations or warranties with respect to the demographic nature and/or volume of exhibitors and/or attendees at the event.

21. **FORCE MAJEURE:** In the event that because of war, fire, government regulations, public catastrophe, act of God or the public enemy or other cause beyond the control of the Show and the Organizer, the Show or any part hereof is prevented from being held, is canceled by the Organizer or exhibit space as assigned hereunder becomes unavailable, any refund of exhibit fees to the exhibitor shall be at the absolute discretion of the Organizers. Such refund if given shall be a proportionate share of the balance of the aggregate exhibit fees received which remains after deducting expense incurred by the Show and reasonable compensation to the Show, but in no case shall the amount of refund to the exhibitor exceed the amount of exhibit fee paid. Exhibitor shall not have any right to an accounting review or audit of the financial records of the show.

THE SHOW MANAGEMENT SHALL HAVE FULL POWER TO INTERPRET, AMEND, AND ENFORCE THESE RULES AND REGULATIONS, PROVIDED EXHIBITORS RECEIVE NOTICE OF ANY AMENDMENTS WHEN MADE. EACH EXHIBITOR AND ITS EMPLOYEES AGREES TO ABIDE BY THE FOREGOING RULES AND REGULATIONS AND BY ANY AMENDMENTS OR ADDITIONS THERETO IN CONFORMANCE WITH THE PRECEDING SENTENCE.

EXHIBITORS OR THEIR REPRESENTATIVES WHO FAIL TO OBSERVE THESE CONDITIONS OF CONTRACT OR WHO, IN THE OPINION OF SHOW MANAGEMENT, CONDUCT THEMSELVES UNETHICALLY MAY IMMEDIATELY BE DISMISSED FROM THE EXHIBIT AREA WITHOUT REFUND OR OTHER APPEAL.

DATE _____

AUTHORIZED SIGNATURE _____

TITLE _____