

EXHIBITOR TERMS & CONDITIONS

1. **DEFINITION:** "TAWPI" as used herein, shall mean The Association for Work Process Improvement and IAPP, as used herein shall mean The International Accounts Payable Professionals Association. The term "IAPP & TAWPI 2010" shall mean TAWPI and IAPP's Annual Forums & Exposition. "Exhibitor" shall mean the participating vendor organization.
2. **EXHIBIT SPACE RENTAL:**
 - a. The first opportunity to reserve 2010 booth space is for IAPP Diamond, Gold, and Silver Partners, TAWPI Diamond, Gold and Silver Sponsors, and booths 20X20 or higher beginning on July 10th 2009. Beginning July 27th 2009 at 9:00am EST booth space will become available to all interested exhibiting companies. TAWPI and IAPP assign booth space priority in its sole discretion based on internal methodologies which may be modified at any given time.
 - b. Onsite at TAWPI 2009 exhibitors will have the opportunity to re-sign for booth space. Exhibitors have the opportunity to choose booth space prior to onsite registration at TAWPI 2009 in accordance to the schedule in section 2 (a).
 - c. The next opportunity to select exhibit space is through the IAPP and TAWPI Exhibitor Prospectus. Booth assignments received by TAWPI and/or IAPP are processed on a first-come, first-paid basis, by the date the contract and deposit are received. If your first two selections of space have already been assigned, TAWPI and/or IAPP will allocate the next-best available space.
 - d. TAWPI and IAPP reserve's the right to relocate exhibitors should it become necessary for causes beyond the control of TAWPI and IAPP or advisable in the best interest of TAWPI and IAPP.
3. **EXHIBIT SPACE COST:** The cost for booth space is calculated according to the following schedule:

10X10 Booth	\$5,000
10X20 Booth	\$8,500
20X20 Booth	\$14,500
Over 20X20	\$3200 per 100 square feet

4. **PAYMENT OF SPACE RENTAL:** A non-refundable 50% booth deposit for exhibit space rental is required with the return of the Exhibit Space Contract. Booth space reservations and location cannot be held without a 50% deposit. The deposit will be applied to the total payment for all exhibit space rentals.
The payment terms are as follows:
 - 50% of total exhibit space cost due upon sending in exhibit space contract.
 - 100% of total exhibit space cost due by February 1, 2010.If full payment is not received by February 1, 2010, inclusion in all Show-related materials will be forfeited and your booth will be removed from the floor plan. Unless canceled in accordance with the schedule set forth in the section entitled "Cancellations" of this contract, the exhibitor is responsible for full payment for all exhibit rental space. **No exhibitor will be admitted onto the exhibit floor until full payment has been received for all exhibit space.**
5. **BOOTH RELOCATION FEE:** There will be a 10% surcharge per booth for requests of booth location changes, unless changes are due to an increase in booth size.

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6. **EXHIBIT SPACE DOWNSIZING:** Notification of exhibit space downsizing must be received in writing by TAWPI and/or IAPP. If exhibitor downsizes its contracted exhibit space, TAWPI and/or IAPP reserve the right to re-assign your exhibit space location in the Exposition. Additionally, if exhibitor downsizes its exhibit space after the Exhibit Space Contract has been accepted by TAWPI and/or IAPP, in addition to full payment for the modified exhibit space, exhibitor will incur a Downsizing Fee according to the following payment schedule:
 - 50% of the difference between the exhibit space fee in the Exhibit Space Contract and the modified exhibit space fee if notification of downsizing is received before December 1, 2009.
 - 75% of the difference between the exhibit space fee in the Exhibit Space Contract and the modified exhibit space fee if notification of downsizing is received between December 1, 2009 and January 31, 2010.
 - 100% of the exhibit space fee stated in the Exhibit Space Contract if notification of downsizing is received on or after February 1, 2010.
7. **CANCELLATION TERMS:** If any exhibitor desires to cancel any or all of the assigned booth space, the exhibitor will be assessed for the amount of space as follows:
 - 25% of total canceled space value if canceled on or before November 1, 2009.
 - 50% of total canceled space value if canceled after November 2, 2009 through January 31, 2010.
 - 100% of total canceled space value after February 1, 2010.
8. **FURNISHINGS:** Each linear booth will be equipped with an eight foot high backwall, three foot high siderails, and a booth ID sign with exhibitor's name and booth number, unless requested otherwise by the exhibitor.
9. **ELIGIBLE EXHIBITS:** Eligible exhibits are products, components, services and systems relative to accounts payable, accounts receivable, payments, and document management.
10. **OCCUPANCY OF SPACE:** Please reference your exhibitor services manual for the most up to date exhibit hall hours. Exhibitors shall staff their exhibit area with knowledgeable personnel, capable of discussing the merits and benefits of the exhibited product(s) or service(s).
11. **EXHIBIT MOVE-IN:** INSTALLATION WILL BE HELD DURING THE FOLLOWING TIMES: (times and dates may be subject to change)

Sunday, May 9, 2010 12:00am (midnight) to Monday, May 10, 2010 1pm.
12. **EXHIBIT MOVE-OUT:** CARTONS AND CRATES FOR PACKING EXHIBITORS' DISPLAYS WILL BE RETURNED IMMEDIATELY FOLLOWING THE REMOVAL OF THE AISLE CARPET AFTER THE SHOW CLOSING AT 6:00 PM, WEDNESDAY, MAY 12, 2010. EXHIBIT DISMANTLING WILL BEGIN AT THAT TIME AND CONTINUE UNTIL 12:00 PM, THURSDAY, MAY 13, 2010 (REFER TO YOUR EXHIBITOR SERVICE MANUAL FOR COMPLETEL SCHEDULE. TIME ARE SUBJECT TO CHANGE).
13. **CO-EXHIBITING/SUBLETTING:** Exhibitors agree not to assign or sublet any space allotted to them without written consent from TAWPI and/or IAPP.
 - 13a. **Promotion of Co-Exhibitors:** Only the exhibiting company listed on the completed and signed Exhibit Space Contract will be listed in IAPP and TAWPI 2010 promotions. Co-exhibiting/subletting exhibitors can pay a promotional fee of \$2,000 to be listed separately in show-related promotions.

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14. **ADMITTANCE DURING NON-SHOW HOURS:** Booth personnel will not be permitted to enter the exhibit floor earlier than two hours before the scheduled opening time each day of the show. Exhibitors will not be permitted to remain on the exhibit floor for more than one hour after closing each evening, with the exception of Wednesday May 12 2010. Admittance into the Exhibit Hall for private demonstrations or equipment testing will be prohibited during non-show hours without written consent from TAWPI and/or IAPP.
15. **REGISTRATIONS:** Badges will be required for entry into the exhibit hall at all times. Badges are non-transferable and will be confiscated if worn by other than the person to whom issued. The clear view of the official IAPP TAWPI badge shall not be obstructed. Therefore, business cards, or any other materials are not to be used in IAPP TAWPI badge holders. Security guards will not grant admission to the exhibit hall to anyone unless proper credentials are displayed.
15a. **Exhibitor Booth Personnel Badges:** Exhibitor Booth Personnel Badges are provided to persons who will be working in an exhibitor booth. Only individuals of the contracted exhibiting company are eligible for Exhibitor Booth Personnel Badges. (See Section V, Registration Information, of the Exhibitor Services Manual for the Exhibitor Booth Personnel Registration Form.)
15b. **Additional Exhibitor Passes:** Can be purchased for a fee of \$525
16. **CONFLICTING EVENTS DURING SHOW HOURS:** The exhibitor shall not extend invitations, call meetings, hold hospitality events or otherwise encourage absence of visitors/attendees from the exhibit hall and meeting rooms during the hours of IAPP TAWPI 2010 or other show related events without the permission from IAPP TAWPI Show Management.
17. **SIGNAGE:** All signage must be confined to the area covered by the exhibit. Signage may be hung to a maximum of 13' to 25', depending on booth location. A 2' clearance must exist between the top of all floor-based exhibits and hanging signage.
18. **SECURITY:** IAPP and TAWPI will provide guard service for the exposition, including set-up and move-out on a 24-hour basis. Reasonable care will be exercised to provide safekeeping for exhibitor's equipment and merchandise. The Gaylord Texan, IAPP, TAWPI, its officers, members and staff, separately or collectively, accept no responsibility for any damage to, or for the loss or destruction of any exhibit, or for the property of an exhibitor, his/her agents or employees, either from fire, theft, accidents or other causes, or injury to any persons resulting from such causes.
19. **CONTESTS:** Drawings, lotteries, attendance and product surveys, etc. are permitted with permission from IAPP and TAWPI.
20. **DISTRIBUTION OF GIFTS, SAMPLES, MATERIALS:** Exhibitors can **only** distribute free gift samples, souvenirs and printed material from the confines of their booth space.
21. **SOUND DEVICES AND NOISE:** Public address systems, sound producing or amplifying devices, which project sound beyond the exhibitor's space or excessive operating noise that distracts neighboring exhibits, are expressly prohibited. IAPP and TAWPI reserves the right to restrict exhibits which, because of noise or for any other reason, may detract from the general character of the Exposition.
22. **EXHIBITOR SERVICE MANUAL:** All exhibiting companies will receive an Exhibitor Service Manual including order forms for ancillary services at the convention. IAPP and TAWPI's official service contractors will mail the Exhibitor Service Manual in the Fall of 2010.
23. **GENERAL CONDITIONS OF EXHIBITING:** Exhibitors will adhere to and abide by all existing local ordinances governing the nature of exhibits and exhibit materials, the rules and regulations of IAPP and TAWPI as outlined in the Exhibitors Contract, and the specific requirements of the Gaylord Texan Convention Center which include the following: (1) It is mutually agreed that it is the duty and responsibility of exhibitors to make certain that their exhibit is installed before opening of the exhibition and to dismantle the exhibit immediately after the close of the exhibition. All freight is to be shipped to and from GES or Champion Exposition Services by each exhibitor assigned to

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them. Do not ship advance freight to the convention center prior to the set-up date. They do not have the facilities for receiving and storage of advance material. (2) Exhibitor agrees to protect, save and hold harmless TAWPI, IAPP, Champion Exposition Services, GES and the Gaylord Texan Convention Center from any and all damages or claims imposed for violation of any law or ordinance whether occasioned by negligence of the exhibitor or those holding under the exhibitor. Exhibitor also agrees to comply with applicable terms and conditions contained in the agreements between the Gaylord Texan and IAPP and TAWPI regarding the exhibition premises, a copy of which will be provided to exhibitor prior to exhibit upon written request. And further, exhibitor shall at all times protect, indemnify, save and hold harmless IAPP, TAWPI, GES, Champion Exposition Services and the Gaylord Texan Convention Center, their agents, employees and business invitees, against any and all losses, costs, damages, claims, liabilities, or expenses arising out of or by reason of any accident or other occurrence to any person or entity, including the exhibitor, arising out of exhibitor's occupancy and use of the assigned exhibition space rental premises or a part thereof. (3) Exhibitor agrees to abide by the Rules and Regulations of the Gaylord Texan Convention Center.

24. **LIABILITY:** The exhibitor releases TAWPI and IAPP from liability for any expenses incurred or damage suffered by the exhibitor if IAPP and TAWPI 2010 is canceled because of a strike, riot, act of God, or any other cause beyond TAWPI and IAPP's control.
25. **INSURANCE:** Exhibitor agrees to purchase and maintain Workers Compensation Insurance and Liability Insurance covering their total participation in the Exposition. Such liability insurance policy shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence and shall include Blanket Contractual Liability Coverage. A Certificate of Insurance, evidencing such coverage, shall be provided to IAPP and/or TAWPI with the return of the Exhibit Space Rental Form. In no event shall an exhibitor be permitted onto the exhibit floor unless a current Certificate of Insurance is on file with TAWPI and/or IAPP.
26. **RULES & REGULATIONS:** It is understood that the IAPP and TAWPI Forum and Exposition is educational in nature. Exhibit space is to be used to display and/or demonstrate equipment, supplies and/or services only. Exhibitors will not become involved in cash sales, or on-site orders of equipment, supplies and/or services to prospective purchasers within the confines of the contracted exhibit space. The show floor will be governed by International Association of Exhibition Managers (IAEM) guidelines.
27. **AMENDMENTS:** TAWPI and/or IAPP, through its representatives, shall have full power in the interpretation and enforcement of all rules and the power to make amendments thereto they consider necessary for the proper conduct of the Exposition, and will provide Exhibitor with written notice of same.