



TechServe Alliance Exhibit Space Contract

TECHSERVE ALLIANCE ANNUAL CONFERENCE AND TRADE SHOW

Walt Disney World Swan Dolphin October 6-8, 2010 ♦

Important Instructions:

1. Please complete all sections (type or print).
2. Please sign and return this Exhibit Space Contract and return to:
TechServe Alliance c/o Justeen Hill, 409 Washington, Suite A, Cedar Falls, IA 50613
or fax to (703) 991-0806

Questions? Contact Justeen Hill at 866-632-1499, ext. 302.

Company Information (“Exhibitor”)

Full Company Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Web Site: _____

Email Address: _____

Exhibitor Services/Logistics Contact:

Name: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Web Site: _____

Billing Contact (if different):

Name: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Web Site: _____

The following category best describes your company (please check one):

- | | | |
|---|--|--|
| <input type="checkbox"/> Background checks/Drug testing | <input type="checkbox"/> Bank | <input type="checkbox"/> Business Insurance |
| <input type="checkbox"/> Job board/Online Recruiting | <input type="checkbox"/> Management Consulting | <input type="checkbox"/> Marketing/Market Research |
| <input type="checkbox"/> Mergers & Acquisitions | <input type="checkbox"/> Payroll Funding | <input type="checkbox"/> Publication |
| <input type="checkbox"/> Recruiting services | <input type="checkbox"/> Skills testing | <input type="checkbox"/> Software/ASP |
| <input type="checkbox"/> Testing & Training | <input type="checkbox"/> Employee benefits | |
| <input type="checkbox"/> Other (please describe) _____ | | |

Booth assignment priority will be activated only upon receipt of the signed Exhibit Space Contract along with payment in-full.

Exhibit Fees - Priced per Booth

(Please list number and total price of booths required on the below line provided.)

Non-Associate Pricing

Associate Pricing

Dec 21, 2010 through March 31, 2010

- | | |
|--------------------------------|-------------------------------|
| # of Booth: _____ | # of Booths: _____ |
| • \$4,330* for a 8'x 10' booth | \$3,380** for a 8'x 10' booth |
| \$8,660* for a 8'x 20' booth | \$6,760** for a 8'x 20' booth |

On or After April 1, 2010

- | | |
|--------------------------------|-------------------------------|
| # of Booths: _____ | # of Booths: _____ |
| • \$4,562* for a 8'x 10' booth | \$3,580** for a 8'x 10' booth |
| \$9,152* for a 8'x 20' booth | \$7,160** for a 8'x 20' booth |

*An 8'x10' booth for a non-associate member includes one (1) full conference registration with meals; one (1) additional full conference registration with meals is included for each additional 8'x10' booth.

**An 8'x10' booth for an TECHSERVE ALLIANCE associate includes two (2) full conference registrations with meals; one (1) additional full conference registration with meals is included for each additional 8'x10' booth.

Important: All exhibitor personnel must be registered and receive a badge. Any additional exhibitor personnel in excess of the number of registrations included with the booth must register and purchase a meal plan.

Unauthorized Activities Prohibited: TECHSERVE ALLIANCE has assembled a full calendar of events and expended considerable time and resources in attracting participants to the TECHSERVE ALLIANCE Annual Conference. Accordingly, Exhibitors and other attendees are prohibited from sponsoring or holding any functions, including but not limited to receptions, hospitality suites or group dinners (whether on or off Hotel premises) without TECHSERVE ALLIANCE's express prior written authorization.

Exhibitor agrees to the following Contract Terms & Conditions which are made a part of this Exhibit Space Contract for all purposes.

Agreed to on behalf of Exhibitor by: _____

Accepted on behalf of TECHSERVE ALLIANCE _____

Signature

Date

Justeen Hill, Account Executive

Date

Name and Title (please print) _____

Pay by: Check Visa MC AMX CC Number _____

Expiration Date: _____ Cardholder address _____

Name and Signature: _____

You will receive the Exhibitor Service Manual approximately three months before the show. A form requesting information that will be published in the Exhibitor's Guide will be sent to you at the same time.

TechServe Alliance Exhibit Space Contract Terms & Conditions

October 6-8, 2010 ♦ Orlando Swan Dolphin ♦ Las Vegas, Nevada

Contract Terms & Conditions

This Contract including all rules and regulations outlined in the Exhibitor Service Manual, contains the entire agreement between the exhibiting company ("Exhibitor") and the National Association of Computer Consultant Businesses ("TECHSERVE ALLIANCE ") related to the TECHSERVE ALLIANCE Conference & Trade Show (the "show"), to be held October 6-8, 2010 at Walt Disney Swan Dolphin, including its Owner and Managing Agent ("HOTEL").

Payment.

Full payment must accompany the signed Contract.

Cancellation By Exhibitor. By reserving a booth space for Exhibitor, Exhibitor acknowledges that TECHSERVE ALLIANCE has incurred certain costs and has foregone other revenue opportunities and will sustain losses that will be difficult to determine if the Exhibitor cancels its attendance or declines to occupy its booth space. **Consequently, in event of cancellation by exhibitor, exhibitor agrees amounts will be due TECHSERVE ALLIANCE as liquidated damages: Cancellation on or before May 31, 2009, Exhibitor shall be liable for 50% of its total exhibit fees. Cancellation on or after June 1, 2009, TECHSERVE ALLIANCE shall be entitled to retain or recover the entire exhibit fee. Any cancellation must be made in writing and is effective on the date received by TECHSERVE ALLIANCE .**

Cancellation by TECHSERVE ALLIANCE .

TECHSERVE ALLIANCE reserves the right in its sole discretion to deny Exhibitor any of the privileges conferred under this Contract for any reason, including, but not limited to: (a) Exhibitor has any outstanding amounts owed to TECHSERVE ALLIANCE , for exhibit fees or any other outstanding indebtedness; (b) the exhibitor violates any of the other terms or conditions of this Contract or the Exhibitor Service Manual; or (c) in TECHSERVE ALLIANCE 's sole opinion, the exhibit must be closed for the safety or comfort of trade show attendees. In the event TECHSERVE ALLIANCE denies Exhibitor privileges under subparagraphs (a) through (c), TECHSERVE ALLIANCE shall retain all exhibit fees as liquidated damages.

Eligible Exhibits. TECHSERVE ALLIANCE reserves the right to determine eligibility of any company or product to participate in the show. TECHSERVE ALLIANCE can refuse to provide exhibit space to a company, terminate this contract if already executed or close an exhibit display that in TECHSERVE ALLIANCE 's sole judgment would not serve the best interest of the trade show, TECHSERVE ALLIANCE or the industry. In the event of such termination for this reason, TECHSERVE ALLIANCE shall refund exhibit fees which it may have received from the exhibitor. Receipt of such refund shall be Exhibitor's sole remedy against TECHSERVE ALLIANCE .

Assignment of Space. TECHSERVE ALLIANCE reserves the right in its sole discretion to change the manner and criteria in which it assigns booth space to exhibitors.

TECHSERVE ALLIANCE has the final authority to assign space in its sole discretion. After assignment, space location may not be changed or transferred by Exhibitor to another entity except upon written request and with subsequent written approval of TECHSERVE ALLIANCE . TECHSERVE ALLIANCE reserves the right to reconfigure the floor plan or to change location assignments at anytime.

Waiver of Claims. Exhibitor agrees to make no claim arising in tort of any nature whatsoever against TECHSERVE ALLIANCE , the HOTEL or any of their officers, directors, employees, or agents except for claims arising directly from the gross negligence of TECHSERVE ALLIANCE , or its employees, officers, directors or agents acting within the scope of their duties, including claims for damages of whatever nature. Exhibitor shall indemnify and hold TECHSERVE ALLIANCE and HOTEL and their officers, directors, employees and agents, harmless from and against any and all claims, penalties, damages, losses, costs, charges and expenses whatsoever, including attorney's fees and costs, arising out of the exhibitor's participation in the show, except where such claims are directly attributable to TECHSERVE ALLIANCE or the hotel's gross negligence or the gross negligence of their officers, directors, employees or agents acting within the scope of their duties. Exhibitor explicitly waives its right to recover consequential, direct, exemplary, and punitive damages whether arising under tort, contract or under any other theory of liability whatsoever. Exhibitor's maximum recovery under this Contract or under any theory of recovery against TECHSERVE ALLIANCE , its officers, director, employees and agent shall be limited to the fee paid for its booth space.

Exhibitor Insurance. The Exhibitor shall, at its sole cost and expense, procure and maintain through the term of this contract, including move-in and move-out days, Comprehensive General Liability and property insurance for any claims arising from or occurring during Exhibitor's participation in the show. Workers Compensation and any other insurance or required licenses shall be in full compliance with all federal, state, and local laws, covering all of Exhibitor's employees and independent contractors engaged in the performance of any work for the Exhibitor. All property of the Exhibitor is understood to remain under its custody and control in transit to and from the exhibit hall. Exhibitor hereby waives the right to subrogation by its insurance carriers to recover losses sustained under its insurance policies.

Accessibility. Exhibitor at its own cost shall have sole responsibility for ensuring that its exhibit is in full compliance with the Americans with Disabilities Act ("ADA") and any regulations under the ADA as well as any state or local laws, ordinances, or regulations covering the issue of accessibility.

Damage to Property. Exhibitor is liable for any damage including, but not limited to, damage caused to building floors, walls or columns, or to the booth, or to another exhibitor's property. Exhibitor may not apply paint, lacquer,

adhesives, stickers or other coating to building columns and floors or to standard booth equipment.

Height Restrictions. The height restriction of 12 feet applies to all portions of your booth.

Installation. The scheduled installation of exhibits in the HOTEL depends on the location of your exhibit space. No exhibit materials should arrive at the HOTEL prior to the specified date. A move-in schedule will be supplied to every exhibitor in advance. Exhibit displays must be set up and ready by the date and time specified in the Exhibitor Service Manual. After that time, any unattended booths with crated displays may be set up at the discretion of TECHSERVE ALLIANCE, and all expenses incurred will be charged to the Exhibitor. TECHSERVE ALLIANCE reserves the right to reassign any exhibit space, which is not setup by the specified deadline. In the event of such reassignment, TECHSERVE ALLIANCE shall be paid all amounts under this contract as liquidated damages and may retain any and all payments and/or deposits and will invoice Exhibitor for the balance due. TECHSERVE ALLIANCE has the right to resell the space and retain all revenue collected.

Delivery and Removal During Show. Delivery or removal of any portion of an exhibit will not be permitted during the show without advance written permission from TECHSERVE ALLIANCE. All arrangements for delivery of supplies during non-show hours must be made with the appropriate official TECHSERVE ALLIANCE service contractor. No deliveries may be made during show hours except for literature and other replenishments as may be authorized by TECHSERVE ALLIANCE (see Exhibitor Service Manual).

Removal of Hand-Carried Materials. In TECHSERVE ALLIANCE's sole discretion, Equipment Passes may be required for the removal of any materials from the exhibit floor. Passes will be available from TECHSERVE ALLIANCE Show Management, on-site. For the protection of all, portfolios, briefcases and packages may subject to inspection by the security guards, if any.

Admittance During Non-Show Hours. Exhibitors will have access to their exhibit in accordance with TECHSERVE ALLIANCE policy set forth in the Exhibitor Service Manual. TECHSERVE ALLIANCE has the right to deny after-hours entry or limit such entry to any Exhibitor in its sole discretion. To the extent TECHSERVE ALLIANCE provides access during non-show hours and assigns a security guard in its discretion, Exhibitor shall be responsible for any associated costs.

Installation, Dismantling and Personnel. Certain services are provided on an exclusive basis and are described in the Exhibitor Service Manual. Most other services are offered through TECHSERVE ALLIANCE's official contractors, also described in the Exhibitor Service Manual. Although there are numerous benefits to utilizing official contractors, exhibitors may appoint their own preferred suppliers. To utilize the services of an exhibitor-appointed contractor ("EAC"), TECHSERVE ALLIANCE must be notified in advance by submission of the form provided in the Exhibitor Service Manual. EACs are also required to provide certificates of insurance as described in the Exhibitor Service Manual. All EACs are to be advised by the exhibitor to check in with the

Exhibitor Service Center upon their arrival. Copies of all EAC job orders must be presented upon request to TECHSERVE ALLIANCE Show Management. Upon submission of all required forms and insurance certificates, EAC representatives will receive badges allowing access to the exhibit area during the move-in and move-out periods. TECHSERVE ALLIANCE reserves the right to deny access to any EAC in its sole discretion.

Dismantling. Exhibitor's displays must not be dismantled or packed in preparation for removal prior to the official closing time. Every exhibit must be fully staffed and operational during the entire show. Where an exhibitor is observed by TECHSERVE ALLIANCE tearing down or in any way packing or dismantling their booth prior to the official show closing time, such exhibitor may be denied privileges for future shows. The dismantling of displays begins at the official closing time of the show (see Exhibitor Service Manual for detailed schedule). Any exhibit displays or materials left in the booth after the official deadline for their removal, and for which no instructions/work orders for their removal have been submitted, TECHSERVE ALLIANCE may, at its sole discretion, order, at the exhibitor's expense, any labor necessary to remove said displays and/or materials, and to have them returned to the exhibitor, at the exhibitor's expense, via the carrier and method of TECHSERVE ALLIANCE's choosing.

Badges. Badges will be required for entry into the exhibit hall at all times. Business cards or other similar identification are not acceptable substitutes for official show badges and may not be used as such. TECHSERVE ALLIANCE has the right to limit the number of exhibitor representatives present in any exhibit space, and shall have the right to limit the number of exhibitor credentials that are included with the cost of each booth.

Show Attendees. General admission to the exhibition will be available to all duly registered attendees at least 16 years of age. Proof of age may be required. TECHSERVE ALLIANCE makes reasonable efforts to attract quality attendees to its exposition, but does not guarantee specific volumes of traffic or levels of qualification. Traffic by any given booth is a function of that particular exhibit and not the responsibility of TECHSERVE ALLIANCE.

Character of Exhibits. Exhibitors are expected to "be good neighbors." No exhibit may interfere with any other exhibit, impede access to them or impede the free use of the aisle. Booth personnel, including demonstrators, hostesses and models, are required to confine their activities to within the exhibitor's booth space. Apart from the specific display space for which an exhibiting company has contracted with TECHSERVE ALLIANCE, no part of the HOTEL or its grounds may be used by any organization other than TECHSERVE ALLIANCE for display purposes of any kind or nature without the express written permission of TECHSERVE ALLIANCE. Within the HOTEL, exhibitor brand or company logos, signs and/or trademark displays will be limited to the official exhibit area only and any official banner of signage purchased from or obtained through TECHSERVE ALLIANCE. (a) Attire and Conduct. Representatives should dress and conduct themselves

appropriate to and consistent with the professional and business-like purpose and climate of the show. (b) Sound and Video. Video presentations relating to exhibitor's products or services will be permitted, provided that presentation equipment is set back from all aisles and all viewers can be accommodated within the booth and not in the aisle. Sound should not be objectionably audible in the aisles or neighboring booths. Sound systems will be permitted if set to a conversational level and if not objectionable to neighboring exhibitors. No singing, dancing or use of musical instruments or other type of performance is permitted. (c) Lighting. In the best interest of the show, TECHSERVE ALLIANCE reserves the right to restrict the use of glaring lights or objectionable light effects. The use of flashing electric signs, lights or lasers is not permitted without prior written approval from TECHSERVE ALLIANCE Show Management. (d) Booth Exteriors. Any portion of a display that faces an aisle or another exhibitor's booth must be suitably decorated at the exhibitor's expense. (e) Noise and Odors. In fairness to all exhibitors, no noisy or obstructive activity will be permitted during show hours, nor will noisily operating displays, or exhibits producing objectionable odors be allowed. Products that are loud in normal operation should only be run for brief, periodic demonstration. (f) Direct Selling. Exhibitors are expected to conduct business in a professional manner. Direct selling, i.e., cash-and-carry transactions, are not permitted unless written permission is received from TECHSERVE ALLIANCE in advance. (g) Contests. No lotteries, drawings or contests of any type are permitted in the exhibit area without advance written approval from TECHSERVE ALLIANCE. (h) Gifts. Gifts, prizes, products or services distributed to attendees from an exhibitor's booth should be consistent with the professional nature of the show. TECHSERVE ALLIANCE reserves the right, at its sole discretion, to prohibit the distribution of any items it deems inappropriate. (i) **Activities. Exhibitor agrees not to sponsor or hold group functions, such as receptions, hospitality suites, group dinners or other similar activities (whether activities are on or off the Hotel's premises, during the dates of the TECHSERVE ALLIANCE Annual Conference without TECHSERVE ALLIANCE's express prior written permission.** (j) Smoking. No smoking shall be permitted in the exhibit hall.

Union Labor. Exhibitors are required to observe all contracts in effect between service contractors, the HOTEL and labor organizations. Labor jurisdictions will be outlined in the Exhibitor Service Manual.

Exhibit Construction Guidelines. Display material (including showcases, display or storage cabinets, electrical fixtures, wire, conduits, etc.) must adhere to the Exhibit Construction Guidelines outlined in the Exhibitor Service Manual. TECHSERVE ALLIANCE may require the rearrangement or alteration of any exhibit in violation of the Exhibit Construction Guidelines. In such an event, the exhibitor will be liable for any cost incurred. Electrical installation must conform to all national, state and local codes.

Positioning Equipment in Relation to Aisle. To ensure the safety of all show participants, machinery and equipment shall

be positioned so that no portion is less than 12 inches from any aisle.

Relocation of Exhibits. TECHSERVE ALLIANCE reserves the right to alter the location of exhibit spaces in its sole discretion.

Fire Regulations. No flammable materials, as defined in the rules and regulations of the HOTEL, including decorative material and equipment covers, shall be permitted within the show area or within an exhibitor's booth (see Exhibitor Service Manual for details). Electrical signs and equipment must be wired to meet the specifications of Underwriters Laboratories. Fire protection equipment, fire hoses, extinguishers and sprinkler controls must be visible and accessible at all times, whether inside or outside an exhibitor's space. No storage of any kind is allowed behind the back drapes or in the exhibit space. All cartons, crates, containers and/or packaging materials will be stored by the official service contractor. Up to one day's supply of operational materials may be stored within the exhibit space. All aisles, corridors, exit areas and exit stairways must be maintained at their required width at all times that the show is open. No obstruction such as chairs, tables, displays or other materials will be allowed to protrude into the aisles. Each exhibitor is responsible for obeying all laws, ordinances and regulations pertaining to health, fire prevention and public safety while participating in the show. Compliance with such laws is mandatory for all exhibitors and is the sole responsibility of the Exhibitor.

Exhibitor Property. Exhibitors are responsible for the security of their exhibit and its contents. Security personnel contracted by TECHSERVE ALLIANCE, if any, are intended primarily for crowd control and verification of credentials. Exhibitors are encouraged to budget and make security arrangements for their property. Neither TECHSERVE ALLIANCE nor HOTEL is responsible for the security of exhibitors' property. The Exhibitor acknowledges that neither TECHSERVE ALLIANCE nor HOTEL maintain insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance.

Food Service. All arrangements for food and beverage service can only be made through TECHSERVE ALLIANCE and after receipt of TECHSERVE ALLIANCE show management's prior written permission. After obtaining TECHSERVE ALLIANCE show management's prior written permission, all food and beverages must be purchased through the catering department of the HOTEL.

Failure to Hold Show. Should fire, hurricane, earthquake, flood, strikes, civil disturbance, Acts of God, Acts of Terrorism, political or social boycott, or any other circumstances beyond the control of the HOTEL or TECHSERVE ALLIANCE make it impossible, impractical or inadvisable to hold the show at the scheduled time, TECHSERVE ALLIANCE may retain only such part of the Exhibitor's fees as shall be required to compensate it for reasonable expenses incurred up to the time of such cancellation. All remaining fees shall be refunded.

Interpretation and Enforcement. These Terms and Conditions and the Exhibitor Service Manual are a part of the contract between the Exhibitor and TECHSERVE

ALLIANCE . TECHSERVE ALLIANCE has the right to interpret and enforce in its sole discretion, all provisions of this Contract as well as all other rules and regulations of the show. TECHSERVE ALLIANCE 's interpretations and decisions shall be final and binding on Exhibitor.

TECHSERVE ALLIANCE may require the immediate removal of the exhibit and/or the offending Exhibitor and its personnel at the expense of the Exhibitor with no refund of exhibit fees paid, if, in the sole opinion of TECHSERVE ALLIANCE , Exhibitor or its personnel (a) fails to comply with any provision of this contract or other rules, regulation or requirements of TECHSERVE ALLIANCE or Hotel; (b) fails to comply with any federal, state, or local law, ordinance, or regulation; or (c) conducts themselves improperly or unethically.

Applicable Laws. Exhibitor agrees that in all aspects of its activities, including the activities of its owners, officers, employees or agents, it will abide by all rules, regulations and requirements of TECHSERVE ALLIANCE and the HOTEL, and the laws, ordinances, rules and regulations of the United States, the State of Nevada and any applicable local jurisdictions as may be in effect including, but not limited to, copyright, trademark, and patent laws and shall not violate the statutory or common law rights of any person. Exhibitor agrees to comply and to be bound by all terms and conditions

set forth in the Contract between TECHSERVE ALLIANCE and the HOTEL.

Arbitration. Except as specifically provided for in this paragraph, the parties agree that any dispute in any way arising out of or relating to this contract which cannot be resolved between the parties, will be submitted to arbitration before JAMS/ENDISPUTE®. The parties further agree that in any arbitration proceeding the location of the arbitration shall be in the City of Alexandria, Virginia, Nevada substantive law shall apply, without regard to any choice of law principles, and any arbitration award will be enforceable in any state or federal court having jurisdiction thereof. The only claims that shall not be arbitrable in accordance with this paragraph shall be claims where TECHSERVE ALLIANCE or Hotel is asserting a right to indemnification or contribution against Exhibitor in a court action brought by a third party.

License Relationship. It is understood and agreed that this Contract constitutes a license and privilege only and is not, under any circumstances, intended to constitute a lease or any other conveyance of real property, partnership, employment agreement or joint venture between the parties.

Severability. In the event any term of this contract is held invalid or unenforceable, the term shall be enforceable to the maximum extent permitted under law and all other terms of this contract shall remain in full force and effect.