

2nd Annual CSCO Forum USA
EXHIBITION BOOKING FORM
HILTON HOTEL, ATLANTA
JUNE 21-23, 2011

EXHIBITOR PACKAGES & APPLICATION FORM

Please print and complete all sections and sign to secure your exhibition booth and FAX TO Katharine O'Reilly: 1 800 814 3460 or +44 (0) 20 7375 7511 or electronically to koreilly@eft.com.

EXHIBITOR INFORMATION

1)
Company Name: _____ Contact Name: _____
1)
Phone: _____ Requested Booth Number: _____
Fax: _____ Email: _____
Company Address: _____
Company URL Address: _____

Please note: All packages include 1 table and 2 chairs;

Platinum Exhibition Package – Price until March 24th: \$7,995
Price after March 24th: \$8,695

- 8'x10' exhibition booth*
- 2 'access all areas' conference passes
- Insert or gift in every attendee pack (**worth \$3,000**)
- Exclusive access to the online Contact Centre pre and post event
- Logo and listing on the CSCO Forum website
- Logo and listing in official Show Guide
- Option to purchase additional passes for colleagues, guests and/or clients at 20% off the full ticket price

Gold Exhibition Package - Price until March 24th: \$6,895
Price after March 24th: \$7,395

- 8'x10' exhibition booth*
- 1 'access all areas' conference pass
- Exclusive access to the online Contact Centre pre and post event
- Logo and listing on the CSCO Forum website
- Logo and listing in official Show Guide
- Option to purchase additional passes for colleagues, guests and/or clients at 20% off the full ticket price

EXHIBIT SPACE GUARANTEE

I would like to guarantee payment with my credit card. Please send me an invoice. Purchase order # _____

I would like to pay by credit card. Please process my payment.

1) Visa MasterCard AMEX Other

Credit Card #: _____

Security Code (last 3 digits on back of card) _____

Expiration Date: _____

Name on Card: _____

Signature: _____ Date: _____

IMPORTANT: I have read and agree to the below TERMS & CONDITIONS of exhibiting at the eyefortransport 2nd Annual CSCO Forum 2011.

Please sign: _____
(Request will not be processed without signature)

Please fax this Agreement to Katharine O'Reilly: 1800 814 3460 (US Only) or +44 (0)20 7375 7511

Exhibiting at the 2nd Annual CSCO Forum in Atlanta, June 2011

Terms and Conditions

These are the terms and conditions of an Exhibiting Agreement (the “Agreement”) between FC Business Intelligence Limited (Company No. 04388971) trading under the name eyefortransport (“Us”, “We” or “Our”) and you (“You”). All references to You shall, where the context applies, refer to your representatives, employees or agents also.

1. Definitions and Interpretation

In this agreement the following words and expressions shall, unless the context requires, have the following meanings:

“Conferences”	Means the 2 nd Annual CSCO Forum 2011 held in Atlanta, on June 21-23, 2011.
“Commencement Date”	Means the day the terms and conditions are signed;
“Your website”	Means the home page of Your website or such other URL as You may notify us;
“Confidential Information”	Means information of a confidential nature including trade secrets and information of commercial value and other information which either party might reasonably object to such information becoming generally disclosed;
“Exhibition Area”	Means an area in the Conference premises which is designated by Us as being the area in which exhibitions at the Conference are to be situated.
“Exhibition Hours”	Means the hours as stated in the Exhibitors Service Manual;
“Exhibition Monies”	Means the monies to be paid by You for the Exhibit Space and any Conference passes, advertisements, etc., offered to you by Us at a discounted rate from the standard rate because of your agreement to be an exhibitor at the Conference;
“Exhibitors Service Manual”	Means a manual which shall set out but not be limited to: the set up and breakdown times of exhibits; a floor plan showing the measurements and location of all exhibits; technical specifications of the exhibit structure We will provide.
“Exhibition Space”	Means area in the Exhibition Area for the individual exhibits of individual exhibitors. These areas are designated by Us and set out in the floor plan in the Exhibitors Service Manual.
“Intellectual Property”	Means any patent, copyright, registered design, unregistered design right, trademark or other industrial or intellectual property owned or used by either Us or You in respect of this Agreement;
“Our website”	Means Our website at www.eyefortransport.com or such other URL as we may designate;

We will make all reasonable efforts to ensure that the Conference occurs on the date and at the venues indicated in this Clause and that the Exhibition Hours are as stated. However, we reserve the right to change the date and venue of the Conference and the Exhibition Hours.

2. Term

The Agreement shall form a binding legal agreement between the parties and shall commence on the Commencement date.

3. Exhibitor’s Rights

We grant you the following rights in respect of the Conferences:

An Exhibition Space which shall be approximately 8 x 10 foot and will comply with the specifications as set out in the Exhibitors Service Manual in accordance with Clause 5;

We will provide You with an Exhibitors Service Manual;

The name of a contractor(s) to furnish all services customarily required for the establishing, installation, use and breakdown of exhibits. We assume no responsibility or liability for any services performed or materials delivered by such person;

Perimeter guard service for the Conference premises outside of the Exhibition Hours;

Two free Exhibitor only passes to the Conference for your employees. The names of these persons must be provided to us at least 14 days before the Conference.

To provide You with the opportunity to provide an 100 word description of your company or firm to be listed next to Your name and logo in the Conference guide.

1)

4. Exhibition Monies

You shall pay to Us the Exhibition Monies which shall be paid:

14 days before the first day of the Conference; and

To Lloyds Bank plc, Holborn Circus Branch, 6 Holborn Circus, London, EC1N 2HP in the name of FC Business Intelligence Ltd, account number 0665572, sorting code 309431;

If full payment is not received in accordance with this Clause then We may charge Your credit card (provided as guarantee for full payment) for all outstanding amounts. Such charges will be processed without prior notice to You.

You shall be responsible for the payment of all tax (including VAT), which shall be paid in addition to the Exhibition Monies as stated in Clause 4.

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5. Exhibitors Services Manual

These Terms and Conditions shall include the Exhibition Services Manual. We will make all reasonable efforts to fulfil the terms and conditions of the Exhibitors Service Manual, however we reserve the right to amend these at any time.

6. The Exhibition Space:

You shall set up and break down your exhibit at the times stated in the Exhibitors Service Manual or as otherwise directed by us.

You agree that at the end of the Conference You will surrender the Exhibition Space in the same condition as it was at prior to the commencement of the Conference.

You shall provide adequate staff for maintenance and operation of your exhibit during all the Exhibition Hours.

You shall not permit, allow or use the transmission of audio or visual recordings without first obtaining written permissions from the owners or authors of any Intellectual Property in such recordings.

All demonstrations or other promotional activities, including distribution of promotional material, shall 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.

You shall comply in all respects with all applicable laws, rules and regulations respecting fire safety and electrical equipment.

You shall comply with all requests from representatives of Ourselves and of the proprietors of the Conference premises with respect to the installation, conduct, use and disassembly of Your exhibit.

You shall display only goods manufactured or sold in the ordinary course of Your business and that are related to the Conference.

You may not sell any Refreshments at the Conference. You may only distribute Refreshments from your Exhibition Space if You obtain Our written consent and comply with the following conditions:

You must notify Us of your intentions at least 7 days prior to the commencement of the Conference;

Refreshments must be ordered through the proprietors of the Refreshment facilities at the Conference premises;

All Refreshments must be contained within the Exhibit Space and must be served in unbreakable containers which are limited to sample size portions. They must be prepared and ready to serve prior to distribution.

Cooking devices, stoves, hot plates and microwave ovens are not allowed on the exhibit floor.

Distribution of alcoholic Refreshments is not permitted

Combustible materials or explosives are not permitted on the Conference premises. Fire regulations require all display materials used for decoration to be flame proof.

You shall not injure or deface the walls, floors or fittings of the Conference premises or any of the equipment.

You shall not assign, sublet or share the Exhibit Space without Our express written consent.

You are responsible for keeping the aisles near Your Exhibit Space free of congestion caused by demonstrations or other promotions.

You shall not permit within Your Exhibit Space:

any other individual, firm or organization to solicit business; or

Your exhibit to exceed 8 feet in height without Our express written permission; or

the height along the side of the exhibit dividers to exceed 3 feet in the frontal 3 feet of Your booth.

Any display material exposing an unfinished surface to neighbouring Exhibit Space must be finished at Your expense. If you do not perform such finishing within a reasonable time following a request from Us then We reserve the right to perform such finishing and shall be reimbursed by You for all and any expenses incurred.

You shall not permit any part of Your exhibit (including booth, displays, signage or carpeting) to extend beyond Your Exhibition Space or to intrude or interfere with the use of any adjacent exhibit area including their light and space.

7. Representations and Warranties

You represent and warrant to Us that:

- 7.1 You have made Your best endeavours to ensure the safety of Your exhibit. In particular You warrant the safety of the engineering and structural integrity of Your exhibit's design, use and construction and that this shall be evidenced by You producing the certificate of a registered structural engineer if reasonably available.
- 7.2 You accept sole responsibility for any personal injury or property damage that may result directly or indirectly from Your exhibit.
- 7.3 You are solely responsible for the security of Your own exhibit materials and You undertake to obtain appropriate casualty insurance covering the same. All property of Yours is understood to remain in Your sole care, custody, and control in transit to or from within the confines of the Conference premises.
- 7.4 You agree to waive all rights of subrogation against Us, Our officers, directors or employees.
- 7.5 You shall comply with all applicable laws, rules and regulations arising from or out of this Agreement and that You shall be solely responsible for obtaining any licenses, permits or approvals required under local or state law applicable to Your activities at the Conference and for obtaining any tax identification numbers and paying all taxes, license fees or other charges that shall become due to any governmental authority in connection therewith.

8. Indemnity and Insurance

- 8.1 You shall indemnify, defend and hold harmless Us, Our affiliates, directors, officers, employees and agents from any and all losses, costs, damages, liability, or expenses (including legal fees) arising from or by reason of any accident, bodily injury, property damage or other claims or occurrences to any person arising out of or related to Your construction, removal, maintenance, occupancy, or use of the Exhibition Space, any other part of the Conference premises or any breach of the terms and conditions of this Agreement.
- 8.2 You warrant that you have obtained adequate insurance to cover Your potential liabilities and that you shall furnish at Our request, at or prior to the Conference, such valid certificate of insurance.

9. Limitation of Liability

Neither Ourselves nor any of Our affiliates, agents or representatives shall have any liability whatsoever to You for any loss, expense or damages to You, Your guests, invitees or any property, relating to or arising out of the acts of any participant, visitor or other invitee of Ours, other than for any failure by Ourselves to perform Our obligations hereunder. Under no circumstances shall We have any liability for lost profits or other special, incidental or consequential damages and Our total liability hereunder shall in no case exceed the amount of the total rent Exhibition Monies received by Us from You. We shall have no liability for any failure to perform Our obligations where such failure is as a consequence of anything stated in Clause 20 (Force Majeure).

10. Set Off

We shall have the right to set off the amount of any obligation due and owing to Us from You whether arising under this Agreement or under any other contract arrangement or understanding between Us and You.

11. Interest

If any money due under this Agreement or any part thereof shall at any time or times remain unpaid after becoming due and payable then the amount thereof or the balance for the time being remaining unpaid shall from the date or dates when such money first becomes due and payable until such time as it shall be paid bear and carry interest (after as well as before any judgment) at the rate of 4% per year above the base lending rate of Lloyds Bank plc.

12. Currency

All monies due under this Agreement are to be made in Dollars and Euros.

13. Mutual Obligation

13.1 Both parties undertake that for the duration of this Agreement neither will act in a manner which in the reasonable opinion of the other party is prejudicial to that party's image.

13.2 Without prejudice to the generality of Clause 13.1 You shall not sponsor, exhibit or organise any other conference, seminar, or similar Conference if a substantial part of it is similar or competitive with the Conference and it is located within the same country as the Conference within the 21 days before the first day of the Conference and 21 days after the last day of the Conference without the written consent of Us. We may withhold written consent if in Our reasonable opinion such conference, seminar or similar Conference is competitive with the Conference or is likely to affect the marketing or promotion of the Conference.

14. Waiver

14.1 Neither party will be liable for their non-fulfilment of any part of this contract if it arises as a direct result of non-fulfilment by the other.

14.2 Without prejudice to Clause 14.1 if a party waives any breach by the other party then that will not be deemed to be a waiver of any other breach whether or not of a similar nature. For the purposes of this clause a party will be deemed to have waived a breach if in the full knowledge thereof no action is taken against the breaching party in respect thereof within 4 weeks of becoming aware of the breach.

15. Intellectual Property

Both parties acknowledge the others rights to the their respective Intellectual Property and accepts they are only permitted to use the others Intellectual Property for the purposes of and during the term of this Agreement.

16. Confidentiality

16.1 The parties agree that they will at all times (both during the term of this Agreement and after its termination) keep confidential, and will not use the other party's Confidential Information (other than strictly for the purposes of this Agreement and enforcing it) and will not without the prior written consent of the other disclose to any third party any Confidential Information belonging to the other unless the information:

16.1.1 Was public knowledge or already known at the time of disclosure; or

16.1.2 Subsequently becomes public knowledge other than by breach of this Agreement; or

16.1.3 Subsequently comes lawfully into the possession of that party from a third party

16.2 To the extent necessary to implement the provisions of this Agreement (but not further or otherwise) each party may disclose Confidential Information to customers or prospective customers, to any relevant governmental or other authority or regulatory body, and to the member of the same group of companies, and to any employees of either party or any of the above.

17. Termination

Either party may terminate this Agreement with immediate effect if the other party:

- 17.1 Commits any serious breach of this Agreement and that breach (if capable of remedy) is not remedied within 1 day of notice being given by the other party requiring the breach to be remedied
- 17.2 An order is made or a resolution is passed for the winding-up of the other party or an order is made for the appointment of an administrator to manage the affairs, business or property of the other party or a receiver and/or manager or administrative receiver is appointed, or
- 17.3 The other party ceases to carry on business
- Any breach of any of these terms, or regulations included herein or by reference, on the part You, Your employees or agents shall, at the option of Us, constitute cause for Us to terminate this Agreement, expel You from the show, and You shall forfeit all fees paid to Us.

18. Cancellation

- 18.1 You may only cancel the Agreement by written notice which shall only be effective upon receipt by Us.
- 18.2 In the event that written notice in accordance with Clause 18.1 is received by Us at any time:
- 18.2.1 up until 14 days before the first day of the Conference You shall pay Us a cancellation fee equal to one third of the Exhibition Monies.
- 18.2.2 After 14 days before the first day of the Conference You shall pay Us a cancellation fee equal to the total Exhibition Monies.
- 18.3 If the payments already made by You to Us under the Agreement shall exceed the cancellation fee payable then We shall refund such excess to You. Except for such excess, all payments made to Us under this contract shall be deemed fully earned and non-refundable when made in consideration for expenses incurred by Us, Our lost or deferred opportunity to provide Exhibit Space to others, and the potential effect of the cancellation of the exhibit as a whole and all cancellation fees that may become due hereunder are acknowledged by You to constitute liquidated damages.
- 18.4 If the Exhibit Space is not occupied by You by 8:00 a.m. on the first day of the commencement of the Conference then You shall be deemed to have cancelled the Exhibit Space and We shall have the right to use such space as it deems appropriate and You shall pay Us all amounts due as if You had cancelled the contract in accordance with Clause 18.2.2.
- 18.5 If You fails to make full payment when due under the terms of the Agreement in accordance with Clause 4 (Exhibition Monies) then We may terminate the Agreement and You shall be responsible for payment to Us of all amounts which would have been due to Us, under the terms of Clause 18.2 above as if You had cancelled this contract as of the date of such failure of payments.
- 18.6 You shall be responsible for payment of the Exhibition Monies whether the Conference is cancelled, delayed or relocated, in whole or in part as a result of a riot, strike, civil disorder, act of war, act of God, or any other cause of any kind whatsoever not within Our reasonable control.
- 18.7 After you have entered the Agreement any request to reduce the Exhibition Space will be considered a cancellation and will be treated as if written notice of cancellation had been given in accordance with Clause 18.1

19. Effects of Termination

- 19.1 Termination of this Agreement however caused shall be without prejudice to any rights or liabilities accrued at the date of termination.
- 19.2 Upon termination of this Agreement for any reason You shall cease to be an exhibitor at the Conference and We shall cease to provide the exhibitor's rights in Clause 3 (Exhibitor's Rights) to You.
- 19.3 Termination shall not affect the operation of Clauses 15(Confidentiality) and 16 (Intellectual property) which shall remain in full force and effect.
- 19.4 Subject as provided above and to any rights or obligations accrued prior to the termination, neither party shall have any further obligation to the other under this Agreement.

20. Force Majeure

- 20.1 The obligations of each party under this Agreement shall be suspended during the period and to the extent that that party is prevented or hindered from complying with them by any cause beyond its reasonable control including compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of equipment or machinery, difficulty or increased expense in obtaining materials, electricity or internet access.
- 20.2 Any party whose obligations have been suspended pursuant to Clause 20.1 shall resume the performance of those obligations as soon as reasonably possible after the removal of the cause. In the

event that the cause continues for more than six months either party may terminate this Agreement by giving the other 28 days notice.

21. Relationship of the Parties

Nothing contained in this Agreement shall constitute or be deemed to constitute any party or partner of any other party to this Agreement.

22. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, negotiations and discussions between the parties relating to it.

23. Amendments

Save as expressly provided in this Agreement, no amendment or variation of this Agreement shall be effective unless in writing and signed by a duly authorised representative of each of the parties to it.

24. Assignment

You shall not assign this Agreement without Our prior written consent which shall not be unreasonably withheld or delayed.

25. Clause Headings

The headings to the clauses are for convenience only and are not to be taken into account in the interpretation of any part of this Agreement.

26. Invalidity

If any part of this Agreement is found to be invalid due to the application of any UK or EEC law or legal principle then that invalid part will be deemed removed from this Agreement and the parties agree to use their best endeavours in good faith to achieve the same objective by a lawful means.

27. Applicable Law

This Agreement shall be construed and enforced in accordance with the Laws of England and the English High Court will be the court of competent jurisdiction.

(October 2010 edition)