

1: EXPO BOOTH SPACE

Expo booth space (prices are for each 10' x 10' space) Number of spaces: _____

I would like to locate my booth in the: MobileLink Marketplace Sales & Marketing Hub

2: PRICING

Special pricing for first-time buyers. Solutions providers who have not exhibited at BAI Retail Delivery save \$300 off the standard expo booth space pricing.

	BAI AP ¹	NON-BAI AP	
<input type="checkbox"/> Standard pricing	\$4,300	\$4,700	\$ _____
<input type="checkbox"/> First-time buyer pricing	\$4,000	\$4,400	\$ _____

3: BOOTH PACKAGES & SPONSORSHIP OPPORTUNITIES FOR EXHIBITORS

Looking for ways to drive traffic to your booth? If so, you should take advantage of Sponsorship Opportunities for Exhibitors!

SPONSORSHIP OPPORTUNITIES FOR EXHIBITORS

	BAI AP ²	NON-BAI AP	
<input type="checkbox"/> Pre-Conference Registrant Mailing List	<i>Complimentary</i> ³		
<input type="checkbox"/> Post-Conference Registrant Mailing List	\$900* or Complimentary \$ _____		
<i>*\$900 or complimentary to Platinum Exhibitors and to BAI Access Plus Sponsors with Gold, Silver or Bronze Sponsorship level investment.</i>			
<input type="checkbox"/> Pre-Conference, Opt-In, Registrant Email Lists: ⁴ 4- and 2-Week Out	\$750	N/A	\$ _____
<input type="checkbox"/> Pre-Conference, Opt-In, Registrant Email List: ⁴ 4-Week Out	\$350	N/A	\$ _____
<input type="checkbox"/> Pre-Conference, Opt-In, Registrant Email List: ⁴ 2-Week Out	\$450	N/A	\$ _____
<input type="checkbox"/> Post-Conference, Opt-In, Registrant Email List ⁴	\$750	N/A	\$ _____
<input type="checkbox"/> Upgrade Listing in the Online Exhibitor Directory	\$600	\$710	\$ _____
<input type="checkbox"/> Premium Listing in the Online Exhibitor Directory	\$1,000	\$1,180	\$ _____
<input type="checkbox"/> Conference Onsite Guide Ads			
<input type="checkbox"/> Back cover, full-color	\$7,000	\$7,000	\$ _____
<input type="checkbox"/> Inside front cover, full-color	\$4,500	\$4,500	\$ _____
<input type="checkbox"/> Inside back cover, full-color	\$4,500	\$4,500	\$ _____
<input type="checkbox"/> Inside 2 page spread, black-and-white	\$5,000	\$5,000	\$ _____
<input type="checkbox"/> Inside 2 page center spread, black-and-white	\$5,500	\$5,500	\$ _____
<input type="checkbox"/> Inside full page, black-and-white	\$2,500	\$2,500	\$ _____
<input type="checkbox"/> Inside half page, black-and-white	\$1,750	\$1,750	\$ _____
<input type="checkbox"/> Exhibitor Passport	\$1,000	\$1,180	\$ _____
<input type="checkbox"/> New Product Showcase	\$1,250	\$1,475	\$ _____
<input type="checkbox"/> Spotlight on New Exhibitors	\$1,250	\$1,475	\$ _____
<input type="checkbox"/> Hotel Shuttle Bus Sponsorship: Shuttle Bus Head Rests	\$1,250	\$1,475	\$ _____
<input type="checkbox"/> BAI MobileLink Marketplace Exhibitor Package Add-on Opportunity	\$2,000	\$2,360	\$ _____
<input type="checkbox"/> Hotel Shuttle Bus Sponsorship: Shuttle Bus Banners	\$2,000	\$2,355	\$ _____
<input type="checkbox"/> Hotel Room Drop	\$2,000	\$2,355	\$ _____
<input type="checkbox"/> Sales & Marketing Solutions Hub Exhibitor Package Add-on Opportunity	\$2,000	\$2,360	\$ _____
<input type="checkbox"/> Afternoon Coffee and Tea Service Sponsorship	\$2,500	\$2,945	\$ _____
<input type="checkbox"/> Conference Welcome Gift	\$2,500	\$2,945	\$ _____
<input type="checkbox"/> Visibility Lightboxes	\$3,500	\$4,120	\$ _____

<input type="checkbox"/> In-Expo Meeting Space – 10' x 20'	\$3,750	\$4,415	\$ _____
<input type="checkbox"/> In-Expo Meeting Space – 20' x 20'	\$6,750	\$7,945	\$ _____
<input type="checkbox"/> Visibility Signage (Meter Boards)	\$4,500	\$5,295	\$ _____
<input type="checkbox"/> Solutions Theater Presentation	\$5,000	\$5,885	\$ _____
<input type="checkbox"/> McCormick Place Visibility: Escalator Runners	\$5,000	\$5,885	\$ _____
<input type="checkbox"/> Continental Breakfast Sponsorship	\$5,500	\$6,475	\$ _____
<input type="checkbox"/> BAI MobileLink Marketplace Exhibitor Package ⁵	\$6,000	\$7,060	\$ _____
<input type="checkbox"/> Sales & Marketing Solutions Hub Exhibitor Package ⁵	\$6,000	\$7,060	\$ _____
<input type="checkbox"/> Private Meeting Room	\$6,500	\$7,650	\$ _____
<input type="checkbox"/> Conference Pen	\$6,500	\$7,650	\$ _____
<input type="checkbox"/> McCormick Place Visibility: Hanging Banners	\$6,500	\$7,650	\$ _____
<input type="checkbox"/> McCormick Place Visibility: Stair Graphics	\$7,500	\$8,825	\$ _____
<input type="checkbox"/> Event Highlighter Marker	\$7,500	\$8,825	\$ _____
<input type="checkbox"/> Cell Phone Plug-in Charging Station Sponsorship	\$7,500	\$8,825	\$ _____
<input type="checkbox"/> Bookmark in the Conference Onsite Guide	\$8,000	\$9,415	\$ _____
<input type="checkbox"/> Bellyband on the Conference Onsite Guide	\$8,000	\$9,415	\$ _____
<input type="checkbox"/> BAI MobileLink Panel Discussion Sponsorship ⁵	\$10,000	\$11,765	\$ _____
<input type="checkbox"/> Hand Sanitizing Stations Sponsorship	\$10,000	\$11,765	\$ _____
<input type="checkbox"/> Agenda-at-a-Glance Insert	\$10,000	\$11,765	\$ _____
<input type="checkbox"/> Pre-Conference Discussion Group Sponsorship	\$10,000	\$11,765	\$ _____
<input type="checkbox"/> BAI MobileLink Thought Leadership Sponsorship ⁵	\$12,000	\$14,120	\$ _____
<input type="checkbox"/> Hybrid Cyber Café Sponsorship	\$12,000	\$14,120	\$ _____
<input type="checkbox"/> Badge Holder Insert	\$12,000	\$14,120	\$ _____
<input type="checkbox"/> Pre-Conference <i>BAI Banking Strategies</i> Webinar Package	\$15,000	\$15,000	\$ _____
<input type="checkbox"/> Offsite VIP Reception or Dinner Sponsorship	\$15,000	\$17,650	\$ _____
<input type="checkbox"/> Golf Simulation Sponsorship	\$17,500	\$20,590	\$ _____
<input type="checkbox"/> Mobile App Sponsorship	\$17,500	\$20,590	\$ _____
<input type="checkbox"/> Expo Reception Sponsorship	\$18,500	\$21,765	\$ _____
<input type="checkbox"/> Summit Sponsorship	\$20,000	\$23,530	\$ _____
<input type="checkbox"/> Digital Display Message	\$20,000	\$23,530	\$ _____
<input type="checkbox"/> Attendee & Exhibitor Lanyards Sponsorship	\$20,000	\$23,530	\$ _____
<input type="checkbox"/> Cyber Lounge in the Expo Sponsorship	\$20,000	\$23,530	\$ _____
<input type="checkbox"/> Journal Notebook Sponsorship	\$20,000	\$23,530	\$ _____
<input type="checkbox"/> Stainless Steel Water Bottles	\$25,000	\$29,415	\$ _____
<input type="checkbox"/> Conference Bag Sponsorship	\$40,000	\$47,060	\$ _____
<input type="checkbox"/> Padfolio Sponsorship	\$40,000	\$47,060	\$ _____
<input type="checkbox"/> _____	\$ _____	\$ _____	\$ _____

Continues on second page

Please see Pricing Notes and Terms and Conditions on the next page. When complete, submit this page along with initialed copies of the Rules and Regulations.

4: TOTAL CONTRACT *Expo Booth Space payment is due in full by June 10, 2011**

Expo Booth Space total: \$ _____
Total Contract amount: \$ _____

* See Terms and Conditions for more information.

5: EXHIBITOR SPONSORSHIP INVESTMENT LEVEL

Refer to the Exhibitor Sponsorship total and select your investment level to determine your benefits (see prospectus for details):

- Platinum (\$65,000 +) Silver (\$20,000 to \$39,999)
 Gold (\$40,000 to \$64,999) Bronze (\$10,000 to \$19,999)

6: FORM OF PAYMENT

Please print clearly

Contracts signed on or after June 10, 2011 require payment in full.*

- Check enclosed (payable in U.S. dollars to BAI)
 Charge to: VISA MasterCard American Express Diners Club Discover

* See Terms and Conditions for more information.

Credit card no.	Amount
Cardholder's name (print name <u>exactly</u> as it appears on card)	Expiration date
Cardholder's signature	

7: EXHIBITOR INFORMATION

**Required (please print clearly)*

Company name * (submit company name exactly as it should appear in published materials)	
Contact name * (contact will receive all exhibiting materials regarding this event)	
Title *	
Address *	
Address (if needed)	
City *	State or Territory *
Zip Code + 4 or Postal code *	Country (if other than U.S.)
Contact phone number (include area code and extension) *	Fax number
Email address * (required for registration confirmation and conference information)	
PR contact (name or company)	
PR contact phone number (including area code)	PR contact email
Business emergency contact name *	
Business emergency contact phone number *	Business emergency contact email

8: EXHIBITOR SIGNATURE

Name of authorized signer	
Signature	Date

9: SUBMIT YOUR CONTRACT

Exhibitor Information. Please read all terms and conditions as outlined in the Sponsorship/Exhibitor Contract Rules and Regulations. Be sure to initial each page of the Sponsorship/Exhibitor Contract Rules and Regulations and return all pages with your completed contract via:

MAIL (with deposit) to: BAI Solutions Provider Sales, 115 South LaSalle Street, Suite 3300, Chicago, IL 60603

FAX (credit card required) to: BAI Solutions Provider Sales at 1-312-683-2440

For additional information, contact: BAI Solutions Provider Sales at 1-888-284-4076, 1-312-683-2464, spsales@bai.org, or www.bai.org

Prior to submitting your Exhibitor Booth Contract to BAI, please be sure you have completed the Exhibitor Information and Exhibitor Signature sections above. You will need to submit this contract along with initialed copies of the Rules and Regulations on the following two pages.

PRICING NOTES

- BAI Access Plus (AP) pricing and benefits apply only to those solutions providers whose AP agreement is paid in full at the time the contract is executed.
- Mailing lists are available only to exhibiting or sponsoring BAI Access Plus Sponsors or Platinum exhibitors and are subject to the terms of the BAI Sponsorship/Exhibitor Contract Rules & Regulations attached.
- Complimentary to BAI AP with Platinum, Gold, Silver, or Bronze investment level at this event.
- Available to qualifying BAI Access Plus Sponsors only.
- The retail value of the 10' x 10' booth in this package does not apply towards sponsorship level investments.

TERMS AND CONDITIONS

Exhibit Space Payment Terms: Exhibitor must send a 25% non-refundable payment, along with this completed Contract to reserve Exhibit space at the event. Payment in full is due by June 10, 2011. After June 10, 2011, all exhibitor contracts must be accompanied by payment in full.

Exhibit Space Cancellation Fee Schedule: If this Contract is accepted by BAI, and the Exhibitor decides to cancel, ALL DEPOSIT PAYMENTS ARE NON-REFUNDABLE. THIS POLICY WILL BE STRICTLY ENFORCED. 50% of the total Exhibit space fee for cancellations received on or before June 10, 2011. 100% of the total Exhibit space fee for cancellations received after June 10, 2011.

Exhibit Space Downsizing Fee Schedule: 50% of the difference between the Exhibit space fee in the Exhibit Contract and the modified Exhibit space fee if notification of downsizing is received on or before June 10, 2011. 100% of the difference between the Exhibit space fee in the Exhibit Space Contract and the modified Exhibit space fee if the reduction takes place after June 10, 2011 (there will be no refund for any reduction in space off the prior contracted space agreement).

Sponsorship Payment Terms: To reserve a sponsorship, Sponsor must send a 100% non-refundable payment, along with this completed Contract.

Sponsorship Cancellation: Cancellation of Exhibit space will automatically cancel any Sponsorships. There are NO REFUNDS on Sponsorships.

Sponsorship Cancellation Fee Schedule: If this Contract is accepted by BAI, and the Sponsor decides to cancel, ALL PAYMENTS ARE NON-REFUNDABLE. THIS POLICY WILL BE STRICTLY ENFORCED.

SPONSORSHIP/EXHIBITOR CONTRACT

RULES AND REGULATIONS

CAREFULLY REVIEW AND INITIAL EACH PAGE OF THIS DOCUMENT

This Sponsorship/Exhibitor Space Contract Conference Show Rules and Regulations ("Agreement") is between BAI (or "us") and the sponsoring/exhibiting organization, as stated on page one of this Agreement, including its officers, employees, agents and contractors, (collectively "Sponsor/Exhibitor," "you" or "your"), for the purpose of reserving sponsorship and/or exhibit space to display your products or services, or both, ("Exhibit" or "Display"). BAI and Sponsor/Exhibitor are collectively referred to as the "Parties".

Sponsorships: Sponsorships will not be accepted until full payment is received by BAI. All promotional copy, communications and/or logos must be submitted to BAI for prior approval. Processing of your payment does not constitute acceptance of sponsorship. If sponsorship is not accepted, BAI will refund payment. BAI reserves the right to modify sponsorship deliverables. SPONSORSHIPS ARE NON-TRANSFERABLE, NONCANCELABLE AND NON-REFUNDABLE, except as set forth in the Rules and Regulations.

Exhibiting Organizations: Exhibitors will be limited to those companies or other entities offering materials, products, or services of specific interest to Conference registrants. BAI reserves the right to determine the eligibility of any company or organization applying for Exhibit space and to approve the products or services it plans to Exhibit. Exhibiting manufacturer's representatives or distributors must list the participating manufacturer as the Exhibitor of Record. Only the name of the Exhibitor listed on page one of this Agreement will be placed on booth signage, in the Conference's printed Exhibitors Listing and on Exhibitor Badges.

Exhibit Space Payment and Cancellation Terms: All applications for exhibit space must be accompanied by payment as stated in this Agreement. Deposit of your check does not constitute acceptance of this Agreement. This Agreement will not be binding until expressly accepted by BAI. If acceptance is not granted, your deposit will be returned in full. All Exhibit space reserved by Exhibitor must be paid in full before an Exhibitor will be permitted to access the Exhibit Hall or before any set-up of your Exhibit at the Facility. Requests for cancellations and refunds must be received in writing by BAI. If Exhibitor cancels its Exhibit space after this Agreement has been signed, Exhibitor will be assessed a Cancellation Fee. The Parties agree that the Cancellation fee constitutes a reasonable estimate of BAI's actual harm due to the cancellation, in the form of liquidated damages and not as a penalty. All Cancellation Fees are due and payable to BAI within 15 days after receipt of written notice of Exhibitor cancellation. The Cancellation Fee is to be paid to BAI according to the payment schedule as defined in this Agreement. Cancellation fees can not be applied to any other BAI purchases including future exhibit space purchases.

Exhibit Assignments: BAI's Exhibit space assignments are binding on all Exhibitors. BAI will make all final Exhibit space assignments and reserves the sole right to change the location of your assigned Exhibit space at any time, if BAI determines that the re-assignment is in the best interest of the Exhibition. You will be notified of any re-assignment of your Exhibit space once BAI has finalized all Exhibit space assignments. If Exhibitor does not occupy its assigned Exhibit space after full payment, BAI will occupy the Exhibit space or re-assign the Exhibit space in any manner that BAI considers being in the best interest of the Exhibition. BAI occupancy or re-assignment of Exhibitor's Exhibit space in no way whatsoever releases Exhibitor from any of Exhibitor's obligations or liabilities outlined in this Agreement.

Exhibit Space Downsizing: Notification of exhibit space downsizing must be received in writing by BAI. If Exhibitor downsizes its exhibit space after the exhibit space contract has been accepted by BAI, in addition to full payment for the modified exhibit space, Exhibitor will incur a Downsizing Fee according to the payment schedule as defined in this Agreement. Downsizing Fees can not be applied to any other BAI purchases including future exhibit space purchases.

Force Majeure: If for any reason beyond the reasonable control of BAI, including but not limited to acts of God, war, strikes, labor disputes, accidents, government requisitions, restrictions or regulations on travel, facility availability, commodities or supplies, inability to secure sufficient labor, civil disturbance, terrorism or threats of terrorism, transportation, disaster, fire, earthquakes, hurricanes, unseasonably extreme inclement weather, epidemic, or any other comparable conditions, BAI is unable to fulfill its obligations under this Agreement, the Parties may terminate this Agreement without liability, and BAI may retain the earned portion of the Exhibit Fee required to recompense it for expenses incurred up to the time of terminating the event. Any remaining unearned Exhibit Fee will be returned to the Exhibitor. Additionally, if any part of the Facility is damaged or if circumstances beyond BAI's reasonable control make it impossible or impractical for BAI to permit Exhibitor to occupy or continue to occupy your assigned Exhibit space location during any part of or the entire Conference, you will only be charged a pro rata Exhibit Space Rental Fee for the period that the Exhibit space was or could have been occupied by you. In no event will BAI, the City, the Facility, or their respective owners, directors, officers, employees, agents and representatives be liable for any consequential, indirect, or incidental damages of any nature or for any reason whatsoever.

Indemnification: The Exhibitor will indemnify, defend, and hold harmless BAI, its sponsors, the City, the Facility's owner and management, and their owners, directors, officers, employees, agents and representatives, against all claims, actions, demands or liability of whatsoever kind and nature, including but not limited to judgments, interest, reasonable attorneys' fees, expert witness fees, and all other related costs and charges arising out of or attributed in part or in whole to any action or failure to act whether by negligence or otherwise, on the part of the EXHIBITOR or any of its officers, employees, agents, or representatives, excluding liability caused by the sole negligence or willful misconduct of BAI.

Limitation of Liability: Exhibitor assumes the entire responsibility and liability for all damages or losses to the Exhibitor, BAI, the Facility, persons or property that occur as the result of any actions of the Exhibitor or its officers, employees, agents, representatives, invitees and guests during the entire occupancy period. Exhibitor agrees that to the maximum extent permitted by law BAI, the City, the Facility and any of their respective officers, agents, employees or representatives will not be held liable for any loss or damage to exhibits, or materials, goods and wares (collectively "property") belonging to the Exhibitor, and they are released from liability for any damage, loss, or injury to person or property of the Exhibitor or its officers, employees, agents, representatives, invitees and guests, resulting from fire, storms, water, acts of God, air conditioning or heating failure, theft, mysterious disappearance, bomb threats or other causes.

Assignment of Agreement: Exhibitor may not assign any of its rights or delegate any of its duties under this Agreement, without the prior written consent of BAI, which consent may be withheld in BAI's sole and absolute discretion. Despite BAI's consent, no assignment will release the Exhibitor of any of its obligations or alter any of its primary obligations to be performed under the Agreement. Any attempted assignment or delegation in violation of this provision will be voidable at the option of BAI, entitling BAI to terminate this Agreement and making Exhibitor liable for all damages incurred by BAI.

Binding on Successors and Assigns: This Agreement will be binding upon and inure to the benefit of the respective successors, assigns, and personal representatives of the Parties, except to the extent of any contrary provision in this Agreement.

Notice: Any notices, requests, demands relating to this Agreement (including any notices of cancellation, Exhibit space downsizing, defaults on the Payment Schedule, etc.) must be in writing and sent by certified mail, return receipt requested or by overnight delivery service with confirmation of delivery. All notices will be effective only upon receipt by the intended recipient.

Interpretation: The Parties agree that this Agreement shall be interpreted in accordance with the laws of the State of Illinois. Further, the Parties agree that all disputes and matters whatsoever arising under, in connection with or incident to this Agreement, shall be settled through arbitration conducted in accordance with the rules of the American Arbitration Association or through an action brought in any court of competent jurisdiction in Cook County, Illinois, USA to the exclusion of the courts of any other state, territory or country. In connection with any litigation, the prevailing party will be entitled to recover reasonable attorney's fees and costs.

Exhibitor Default: If Exhibitor defaults on any of its obligations under this Agreement, BAI will also have the right to collect on demand the full amount of the Exhibit fees due as of the date of default, and pursue any other remedy afforded it by law. Exhibitors asked to leave the Conference because of violations of the Rules and Regulations of the Conference will forfeit all Exhibitor fees, and will remain liable for any damages due to its actions. Any matters not specifically addressed under this Agreement will be at the sole decision of BAI.

Exhibitor agrees that the Conference Rules and Regulations and the Exhibitors' Manual, Schedules, or any amendments to the same are integral to and incorporated by reference into the Exhibit Space Contract.

Entire Agreement: This Agreement, all Conference Rules and Regulations, all Appendices, and Schedules referred to or attached to this Agreement constitute the final, complete, and exclusive statement of the terms of the Agreement between the Parties pertaining to the Conference and supersedes all prior and contemporaneous understandings or agreements of the Parties. All waivers of any provision of this Agreement must be made in writing and signed by BAI. If any portion of this Agreement will be determined to be invalid, then that portion will be considered severed from the Agreement in that jurisdiction and all remaining portions will remain in full force and effect. Paragraph headings have been inserted for convenience of reference only, and are in no way intended to describe, interpret, define, or limit the scope or intent of any part of this Agreement.

Exhibitor Compliance and Acceptance: Exhibitor agrees that the person executing this agreement has the requisite authority to enter into this Agreement and bind the company or party for whom I sign, and to abide and be bound by all of the terms, conditions, all Conference Rules and Regulations stated under this Agreement, the Exhibitors' Manual, Schedules, or to any amendments to the same, all of which are integral to and incorporated by reference into this Agreement. Further, Exhibitor agrees that BAI will have full power in a matter of interpretation, amendment and enforcement of all Conference Rules and Regulations. In all instances BAI's rulings will be final. All rights and privileges granted to Exhibitor under this Agreement and any subsequent addendums are subject to and subordinate to the master lease between the BAI and the Facility.

COMPANY

EXHIBITOR'S INITIAL

SPONSORSHIP/EXHIBITOR CONTRACT RULES AND REGULATIONS (CONT'D)

CAREFULLY REVIEW AND INITIAL EACH PAGE OF THIS DOCUMENT

Booth Usage: Exhibits must only be used for the purpose of promoting Exhibitor's products or services and are not to be used for other business purposes. Exhibitor may only display, offer for sale, or advertise merchandise manufactured, or sold by Exhibitor or services performed by Exhibitor in the normal course of business. The only exception is when other items are required for the proper demonstration or operation of Exhibitor's display, products or services. In which case, the supporting items must be identified by their regular nameplate, imprint, or other identification normally appearing on them. All non-exhibiting organizations and their representatives are strictly prohibited from exhibiting or conducting business in Exhibitor's Exhibit space. Retail sales are absolutely prohibited during the Conference. No exhibit or advertising will be allowed to extend beyond Exhibitor's allotted Exhibit space or above the back and side-rails. BAI will have full discretion and authority in the placement, arrangement, and appearance of all items displayed by Exhibitor. Exhibitor must conduct the distribution of samples, souvenirs, publications and all other promotional activities within its own Exhibit space only. Any promotional or distribution activities that interfere with the activities of, or obstructs access to neighboring Exhibits booths, is strictly prohibited. If BAI determines that any Exhibit or its contents require replacing, rearrangement or redecorating, the Exhibitor will be responsible for all costs incurred. BAI reserves the right to restrict any exhibit or actions within the Exhibit that BAI considers undesirable. This restriction includes property, conduct, dress of models, printed materials, or anything considered objectionable by BAI. BAI will have sole control over admission policies at all times.

Exhibit Staffing: Exhibit Booth Personnel will be restricted to Exhibitor's employees and their authorized representatives. Exhibit Booth Personnel must wear their "Exhibitor Badges" while in the Facility and when attending Conference functions. BAI may limit the number of booth representatives, as it deems necessary. Exhibit space must be staffed by Exhibitor at all times during the hours the Conference is open. BAI reserves the right to determine whether the character and/or attire of booth personnel is acceptable and in keeping with the best interests of other exhibitors and the Exhibition.

Exhibit Installation and Dismantling: If Exhibitor has not commenced set-up of its Exhibit by 3:00 p.m. of the day before the opening day of the Conference, BAI reserves the right to have the Exhibit installed or removed at Exhibitor's expense, and Exhibitor agrees that BAI will be released from any liability associated with the set-up or removal of the Exhibit or its contents. All exhibits will be ready by the opening hour of the Exhibition. Exhibitor may not apply paint, lacquer, adhesives, or other coating to any part of the Facility or to Exhibit booth equipment not owned by Exhibitor. Exhibitor will be liable for any damaged caused to the Facility or other persons or property by its officers, employees, agents, representatives, and contractors and subcontractors and agents or invitees.

Height Restrictions and Exposed Surfaces: All exposed surfaces of Exhibitor's Exhibit and separation dividers must be of finished grade quality. If exposed surfaces remain unfinished at 3:00 p.m. of the day before the opening day of the Exhibition, BAI will authorize the official decorator to finish grade covering to the exposed surfaces, at Exhibitor's expense. Exhibit separation dividers may not be unsightly to exhibitors in adjoining booths and must be free of logos and graphics. No exhibit may exceed the height limitations stated in the Exhibitors' Manual. If Exhibitor's Exhibit exceeds the Conference's height limitation, it must be altered to conform to the Conference's height regulations, at Exhibitors own expense. All Exhibitors reserving island type Exhibit space must present drawings of their Exhibit to BAI, at least 120 days before the Conference's opening day to receive BAI's written approval.

Obstruction of Aisles or Booths: Exhibits may not block or visually obstruct aisles, fire exits, fire extinguishing equipment, sprinkler or emergency lighting systems, stairwells, elevators, escalators, utilities panels and the like, at any time. No demonstration or activity in the Exhibit will be permitted to block or obstruct access to aisles, elevators, stairways, emergency exits, or prevent ready access to nearby exhibitors' booths. If any crowding occurs, it is the responsibility of Exhibitor to immediately disperse such crowds.

Sound Levels: Loud, annoying, offensive or distracting noises emanating from Exhibits will not be permitted. Mechanical or electrical devices which produce sound must be operated so as not to disturb other exhibitors. BAI reserves the right to determine the placement of all sound equipment, and whether sounds are emanating at an acceptable sound level, or are annoying, offensive or distracting.

Utilities: Electricity, gas, water, telephone service and other utilities needed by Exhibitor must be ordered and arranged for directly between the Exhibitor and the entity specifically authorized to supply these utility services. The Exhibitor will be responsible for payment of any services ordered.

Care of Exhibits: BAI will maintain the cleanliness of all aisles. Exhibitor, at its own expense, must keep its Exhibit clean, and in good order at all times. All Exhibits must remain fully intact until the Conference has officially closed. Disturbing or tearing down the Exhibit before the official close of the Conference can result in BAI's refusal to accept or process Exhibitor's Exhibit space applications for subsequent Conferences or other BAI events. Exhibitor's Exhibits and its contents must be removed from the Facility no later than the time specified in the Exhibitors' Manual. If Exhibitor's Exhibit is not removed within the allotted time, BAI reserves the right to ship the Exhibit and its contents via a carrier of BAI's choosing, or to place the Exhibit and its contents in a storage warehouse, or to make such other disposition of the Exhibit as BAI may deem desirable, at Exhibitor's expense and without liability to BAI.

Receipt of Goods and Exhibits: All arriving goods and exhibits will be received at receiving areas designated by BAI. All incoming goods and exhibits must be plainly marked and all shipping charges prepaid. If Exhibitor's Exhibit fails to arrive in a timely manner, Exhibitor will nevertheless be responsible for Exhibit space cost.

Contracted Services: Exhibitor will be responsible for payment of any improvement to its Exhibit space, such as installation, dismantling, construction, lighting, electrical power, utilities, hauling, furnishings, decorations, carpeting, and all other services or items used by Exhibitor. No Exhibitor may contract for use of services with contractors other than with BAI's official Conference contractors, unless otherwise stated in the BAI Exhibitor Manual or if permission has been secured in writing from BAI, thirty days prior to the Conference. Each Exhibitor will receive the BAI Exhibitor Manual from BAI's authorized General Services Contractor. All items are optional and will only be furnished upon written order signed by the Exhibitor and received by the Contractor.

Exhibitor-Appointed Contractors: Exhibitors are required to use the BAI's official contractor. Should an outside contractor "Exhibitor-Appointed Contractor" be used, Exhibitors must secure, in advance, written authorization from BAI at least 45 days prior to the opening of the Conference. Exhibitor-Appointed Contractor will notify the official contractor and BAI of the names and/or number of regular employees who will be working in the exhibit area during the move-in and move-out period 45 days prior to the opening of the Conference. Certificates of insurance for Liability and Workmen's Compensation Insurance are required for Exhibitor-Appointed Contractor working in the exhibit area, as required by BAI and the Facility. The Exhibitor is responsible for notifying his Exhibitor-Appointed Contractor of the provisions of the Rules and Regulations, copy of which are to be provided by the Exhibitor to the Exhibitor-Appointed Contractor. Rules, Regulations and insurance requirements specific to Exhibitor-Appointed Contractors are detailed in the Exhibitor Manual. Exhibitor agrees that any Exhibitor-Appointed Contractor not fulfilling the requirements will be prohibited from operating in the Facility.

Union Labor: Exhibitor will employ only union labor, as made available by official contractors in the installation and dismantling of its Exhibit, and in its operation when required by union agreements.

Resolution of Disputes: If a dispute arises between Exhibitor and an official contractor, or Exhibitor and a Labor Union and their representative, or two or more Exhibitors, or Exhibitor and one or more attendees, BAI will have the sole authority to make any decisions it deems necessary to resolve the dispute and that decision will be binding on all parties for the duration of the Conference.

Photographs, Publicity Material, Radio and Television and Print Media: BAI reserves the sole right to use any photographs, recordings, electronic images or publicity material received by or obtained by BAI in the course of the Exhibition, for whatever use deemed proper by BAI. BAI has the exclusive right to include photographic, video and other visual portrayals of attendees, Exhibitors and their Exhibits including its contents, in any pictorial medium of any nature whatsoever for the purpose of trade, advertising, sales, publicity and otherwise, without compensation to Exhibitor, and all rights titled and interest bearing (including all worldwide copyrights therein) will be BAI's sole property, free of any claims of Exhibitor or any persons deriving any rights or interest from the Exhibitor.

Photography and Videotaping during the Conference: If desired, BAI's Official Photographers can do photography of the Exhibitor's Exhibit for a moderate price. Alternatively, Exhibitors wishing to make their own arrangements for photographing their Exhibits need to obtain BAI's prior written consent, which will not be unreasonably withheld.

Safety and Fire Laws: Exhibitors must strictly comply with all pertinent fire codes, laws, ordinances and regulations pertaining to health, fire prevention and public safety in the City, County and the State of where the Facility is located, including the Facility's Rules and Regulations. No combustible decorations such as paper products, leafy decorations or tree branches, or nonflammable retardant materials of any nature will be allowed. Only flameproof materials, or materials treated with an approved flame proofing solution can be used in the construction, preparation and decoration of your Exhibit. Acetate and most rayon drapes are not flameproof and are strictly prohibited. Smoking in the Exhibition Hall and Exhibits is strictly forbidden. All packing containers, excelsior, wrapping materials are to be removed from the Exhibit floor and must not be stored under tables or behind Exhibits. Exhibitors may not use helium balloons, compressed gas, heaters or heating devices or motorized vehicles without the prior written consent of the Facility and BAI. Volatile, explosive or other combustible materials or any other substances prohibited by law, the Facility, or insurance carriers are not permitted within the Facility.

COMPANY

EXHIBITOR'S INITIAL

SPONSORSHIP/EXHIBITOR CONTRACT RULES AND REGULATIONS (CONT'D)

CAREFULLY REVIEW AND INITIAL EACH PAGE OF THIS DOCUMENT

ADA Compliance: Exhibitor will fully comply with all public accommodations requirements of the Americans with Disabilities Act (ADA) not otherwise allocated to BAI or the Facility under law. Electrical Safety: All wiring, fixtures, apparatus, equipment and products used on or displayed on Exhibitor's exhibits must meet all applicable Federal State and local laws, ordinances and codes, as well as the rules and regulations of the Facility. All Electrical fixtures and fittings must be UL-listed and marked accordingly.

Permits: Exhibitor is required to have any and all and any business licenses, and other permits that are needed for their operation. It is the sole responsibility of the Exhibitor to collect the sales tax, or any other applicable taxes and remit it to the State of where the Facility is located for any sales transactions made during the Conference.

Security: BAI will provide the services of a reputable security agency within the Facility during the period of installation, Conference, and dismantling for general safety and security purposes only. The services provided by BAI are not intended, nor are they to be interpreted by Exhibitor in any form whatsoever, as a guarantee by BAI or the Facility against any loss, theft or damage to Exhibitor or any of Exhibitor's property. All items brought into the Facility are done so at Exhibitor's own risk. Exhibitor is solely responsible for safeguarding its Exhibit and its contents at all times. Exhibitors may furnish additional guards at their own cost and expense after obtaining prior written approval by BAI.

Insurance: In order to protect Exhibitor, BAI, the City, and the Facility and your Exhibit and property against loss, damage, theft or injury of any nature, and any claims arising from any activities conducted at the Facility, Exhibitor, at its own expense, will carry the following Insurance 1) Comprehensive General Liability Insurance (including contractual and copyright infringement coverage), with limits not less than \$1,000,000 with respect to injuries to any one person in any one occurrence, \$2,000,000 with respect to injuries to more than one person in any occurrence, and \$5,000,000 with respect to damage of property; 2) Comprehensive Automobile Insurance covering owned and non-owned vehicles, as well as loading and unloading hazards with minimum limits of \$1,000,000 per occurrence for bodily injury and \$500,000 for property damage; 3) Worker's Compensation and Employer's Liability Insurance to statutory limits; and 4) all other necessary insurance policies, for the duration of the Conference, including all moving-in and move-out days. Further, Exhibitor agrees to add BAI, the City, and the Facility as "additional insured" on their insurance policy for the dates of the Conference. BAI must receive written proof indicating "additional insured" status, and certificates of insurance at least thirty (30) days prior to the Conference.

Music Licensing and Use of Copyrighted Works: The Exhibitor will be responsible for securing any and all necessary licenses or consents for (a) any performances, displays or other uses of copyrighted works, trademarks or patented inventions or designs and (b) any use of any name, likeness, signature, voice or other impression, or other intellectual property owned by others at the Conference. The Exhibitor or its agent(s) agree not to allow any musical work protected by copyright to be staged, produced or otherwise performed, via either "live" or mechanical means, by or on behalf of the Exhibitor at any BAI event unless the Exhibitor or agent(s) has previously obtained written permission from the copyright owner, or the copyright owner's designee (e.g., ASCAP, BMI or SESAC) for this use. The Exhibitor accepts full and complete responsibility for the performance of all obligations under any agreement permitting the use of the music, including but not limited to, all obligations to report data and to pay royalty fees.

Indemnification for Use of Copyright Material: The Exhibitor agrees to indemnify, defend and hold harmless BAI, the City, and the Facility and their respective directors, officers, employees, agents, and representatives from and against any claim of liability and any incident or resulting loss, cost or damage, including but not limited to, reasonable attorney and expert witness fees, and all other associated costs of lawsuits, for failure or alleged failure to obtain these licenses or consents or for infringements of copyright, patent or the unauthorized use of a registered trademark or service mark or other violations of the property or proprietary rights, or the rights of privacy or publicity of any third party.

Attendee Mailing Lists

1. EXHIBITOR/SPONSOR is entitled to use BAI conference email and street address attendee lists only for conferences at which they exhibit or sponsor.
2. Conference email and street address attendee lists are to be used only to encourage attendance at BAI conference and/or to promote the exhibiting/sponsoring EXHIBITOR/SPONSOR'S presence at a BAI conference and/or to promote the EXHIBITOR/SPONSOR'S products or services. BAI attendee lists may not be used to promote another organization's conferences or products or services that compete with those of BAI. EXHIBITOR/SPONSOR email and mail piece should not appear as though the sender is BAI.
3. No contact information from the email and street address attendee lists may not be added to the EXHIBITOR/SPONSOR'S internal database in any way. The EXHIBITOR/SPONSOR shall be held unconditionally responsible for any and all damages sustained by BAI if the EXHIBITOR/SPONSOR or his designated agents misuse the list. List misuse may also result in the denial of list access in the future.

4. EXHIBITOR/SPONSOR may email the attendees on the pre and post-conference email attendee lists only once each time that BAI provides EXHIBITOR/SPONSOR with a list. BAI will provide a maximum of 2 pre-conference and 1 post-conference list. EXHIBITOR/SPONSOR may mail through the postal service to the attendees on the pre-conference street address registration lists multiple times but may only mail through the postal service the attendees on the post-conference street address attendee list once. Email and street address lists will include conference registrants, excluding BAI staff, other exhibitors and sponsors, and those attendees who have opted-out of receiving email and mails from solutions providers who are a part of this BAI event.
5. EXHIBITOR/SPONSOR must use post-conference email and street address attendee lists within 90 days following the end of the conference.
6. It is understood and agreed that email and street address attendee lists are seeded with names and addresses to monitor improper and unauthorized use. EXHIBITOR/SPONSOR may not employ any method to detect "seeded" names or to eliminate seeds.
7. The EXHIBITOR/SPONSOR acknowledges the importance of maintaining the security and confidentiality of email and street address attendee lists, and agrees to take whatever steps are necessary to prevent unauthorized use.
8. EXHIBITOR/SPONSOR shall indemnify, defend, release and hold harmless BAI, its directors, officers, employees and agents with respect to any claim, demand, or cause of action of or initiated by a third party and all resultant loss, debt or liability, including reasonable attorney's fees due to or arising out of EXHIBITOR/SPONSOR's (i) violations of the CAN-SPAM Act and related regulations or privacy laws; (ii) use of the list(s) (iii) the negligent maintenance of the list, and (iv) materials, products or goods mailed to list(s).
9. BAI makes no warranty or representation of any nature as to the accuracy of the list(s), of the email and street addresses with respect to the results obtained or to the number of email and mailings through the postal service that are deliverable.
10. BAI reserves the right to require from an EXHIBITOR/SPONSOR a sample email and mail piece, which is subject to approval or rejection by BAI, and/or a signed agreement from a bonded third-party email and mail house prior to releasing the list.

BAI Exhibitor Directory and Attendance: BAI will not be liable for any errors or omissions in BAI's Exhibitor's Directory, attendee lists, Web sites or in any promotional materials. BAI makes no representations or warranties with respect to the number of Conference attendees or the demographic nature of the attendees.

Meetings and Hospitality Functions: Exhibitor agrees that it will not, nor will its employees or representatives conduct any type of Exhibitor function in the Facility or any participating hotel's meeting rooms, public areas hospitality suites or suites during Conference hours without the prior written consent of BAI.

Lotteries and Contests: The operation of games of chance, or lottery devices, or the actual or simulated pursuit of any recreational pastime is permitted only to the extent permitted by applicable federal, state and local laws and ordinances, and thereafter only upon obtaining prior written approval from BAI. Exhibitor agrees to accept full and complete responsibility for complying with and adhering to all applicable federal, state and local laws, ordinances and regulations pertaining to lotteries and contests. Further, Exhibitor agrees to indemnify, defend and hold harmless BAI, the City, the Facility, and Sponsors and their respective directors, officers, employees, agents, and representatives from and against any claim of liability, any incident or resulting loss, cost or damage arising from or due to any of Exhibitor's lotteries or contests according to the Indemnification provisions stated under this Agreement.

Interest and Collection Fees: Exhibitor agrees to pay interest at a rate of 1.5% per month (18% per annum), or the maximum allowable by law on all past due balances to BAI. Additionally, Exhibitor agrees to pay any collection costs, including but not limited to court costs, collection fees, and reasonable attorney's fees, incurred by BAI in enforcing this Agreement.

Offset: BAI will have the right to set off against any amount which may be due to BAI from Exhibitor under this Agreement or otherwise in connection with the Conference, any amounts owed to BAI or its affiliates by Exhibitor or its affiliates for any reason. In addition, BAI will have the right to apply any amounts received from Exhibitor under this Agreement to any other amounts due to BAI from Exhibitor or its affiliates.

Rules and Regulations: BAI reserves the right to modify these Rules and Regulations to maintain the character of the Conference and the experience of the attendee. BAI may eject an Exhibitor for cause, or may do so without cause with refund of exhibit fees.

COMPANY

EXHIBITOR'S INITIAL