

Northstar Travel Media LLC

TERMS AND CONDITIONS

The following standard terms and conditions are agreed to by Northstar Travel Media LLC ("Northstar") who is the "Organizer" and the Client (if any), whose signature appears on the Contract (the "Client"), each a "Party" and collectively the "Parties", with respect to participation in Successful Meetings University International (the "Event") undertaken by Northstar pursuant to this Contract.

1) Qualifications of Client: Northstar, in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the Event. Eligibility is generally limited to persons or firms that supply products and/or services to the meetings industry within International market. Applicants may be required to submit a description of the nature of their business and the items to be exhibited. Northstar reserves the right to restrict or remove any exhibit that Northstar, in its sole discretion, believes is objectionable or inappropriate.

2) Content of Promotions: Contents of all Promotions are subject to Northstar's approval. Northstar reserves the right to reject any promotion or sponsorship contract at any time if Northstar deems the promotion to be unacceptable at its sole discretion.

3) Positioning: Positioning of Event partnership and sponsorship locations and online positioning of Promotions is at the sole discretion of Northstar except when an arrangement for a specific preferred position is acknowledged by Northstar in writing.

4) Assignment of Space: Exhibit space shall be assigned by Northstar in its sole discretion for the Event and for the Event Dates only. The assignment of exhibit space does not imply that similar space will be assigned for future Events. Northstar reserves the right to change the floor plan or to move the Client to another booth location prior to or during the Event for any or no reason.

5) Rates.

a. Rates for partnerships, sponsorships and/or exhibiting are based on participation in the Event and Promotion, are set forth on the Contract and are guaranteed only for the contract period. Rates appearing on the Contract are net are not subject to advertising agency commissions.

b. Rates are subject to change upon notice from Northstar to the Client. However, the Contract may be cancelled by the Client at the time the change in rate becomes effective.

6) Promotional Materials: If the Contract requires the Client to provide Northstar with certain photos, video, logos, images, text and other required materials by stated deadlines, failure to provide Northstar the required materials by deadlines will result in the Promotion for that Client to be forfeited. No refunds will be made by Northstar for forfeited promotions due to the Client's non-compliance with deadlines as outlined in the Production Requirements and Schedule.

7) Exhibit Space Occupancy: Northstar shall specify the hours and dates for installing, occupying and dismantling exhibits. If the Client fails to install its display in its assigned space by 6:00PM on February 20, 2016 or leaves its space unattended at any time during the Event, Northstar shall have the right to take possession of the space, terminate this contract and no refund will be due to the Client. All exhibits must be open for business at all published open times during the Event.

8) Sub-Letting: No sub-letting or sharing of exhibit space will be permitted without the prior written consent of Northstar. Only the primary Client will be entitled to any additional complimentary items offered by Northstar to the Client. The primary Client will be responsible for all booth fees, and will be the only company listed in the show guide.

9) Payment: If the Client uses an advertising agency to execute the Sponsorship Contract and/or to make payment on behalf of the Client, both the advertising agency and the Client shall be jointly and severally liable for all amounts due and payable to Northstar for the partnership or sponsorship ordered. Except as provided to the contrary in this contract, all monies paid by the Client shall be deemed fully earned and non-refundable at the time of payment. Except as provided to the contrary in this contract, all monies paid by the Client shall be deemed fully earned and non-refundable at the time of payment.

10) Taxes and Licenses: The Client shall be solely responsible for obtaining any licenses, permits or approvals under federal, state or local laws applicable to its activities at the Event. The Client shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, royalties or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event. The Client will not permit the delivery of merchandise at the Event Facility without the express permission of Northstar.

11) Rights of Offset; Enforcement: Northstar reserves the right, in its sole discretion, to apply any or all payments made for the Event to any or all outstanding monies/amounts owing by the Client. This applies to ad insertions, sponsorships, booth space, or any other product or services offered by Northstar.

12) Productions Requirements: Materials not received by Northstar's production department by deadline cannot be quality checked and will not be entitled to approval or revision by the Client. Northstar may exercise the right to publish existing material to fulfill Promotion if new material is not received by deadline. No material extensions will be granted unless expressly granted in writing by Northstar. Other production requirements for Promotions are set forth on the Production Requirements and Schedule.

13) Listings and Promotional Materials: The Client hereby grants Northstar a perpetual worldwide right and license to use, display, publish, distribute, digitize, copy, perform, license, sublicense, transfer, make available or transmit any photographs provided by the Client hereunder, insofar as such photographs shall have been provided without inclusion of advertising copy or similar non-photographic materials, in any media or format not known or hereafter devised, in connection with the Northstar Travel Media, LLC database of travel-related information.

Northstar shall not be liable for any errors in any listing or descriptions or for omitting the Client or any other exhibitor from any directory or other lists or materials.

14) Care of Exhibit Facility: The Client shall promptly pay for any and all damages to the Exhibit Facility or associated facilities, booth equipment or the property of others caused by the Client.

15) Insurance: The Client shall, at its own expense, secure and maintain through the term of this contract, including move-in and move-out days, the insurance listed below. The insurance shall be primary of any other valid and collectible insurance of the Client and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with the Client's obligations under this paragraph.

a. Workers' compensation insurance;

b. Comprehensive general liability insurance with limits not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate, combined single limit for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable);

The insurance policies shall name as additional insureds Northstar Travel Media, LLC and the Event Facility, and each of their subsidiaries, affiliates, officers, directors, employees, agents and representatives. If requested, copies of additional insured endorsements, primary coverage endorsements and complete copies of policies, satisfactory to Northstar, shall be furnished to Northstar. Certified copies of the certificates of insurance or policies shall provide that they may not be cancelled without 30 days' advance written notice to Northstar.

16) Intellectual Property: The Client shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Event unless it has obtained all necessary rights and paid all required royalties, fees or other payments. Northstar may refuse to permit the Client to exhibit or display any items that Northstar reasonably believes infringe the rights of other parties. If the Client refuses to remove any of those items from display, in addition to any other remedies available, Northstar may terminate this Contract immediately and evict the Client from the Event without any liability to the Client or any other party.

17) Observance of Laws: The Client shall abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Event Facility (including any union labor work rules). Without limiting the foregoing, the Client shall construct its exhibits to comply with the Americans with Disabilities Act.

18) Compliance With Law, Governing Law. The Client shall ensure that all Promotions comply with all applicable federal, state and local laws and regulations. This agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

19) Fire and Safety Rules: Displays that do not pass fire safety inspection will be ordered closed until such fire hazards are corrected against further danger of fire.

20) Outside Exhibits/Hospitality Suites: The Client is prohibited, without express advance written approval from Northstar, from displaying products/services and/or other advertising material in areas outside its booth space such as, but not limited to, parking lots, hotel lobbies, lounges, corridors, sleeping rooms, etc., as well as conducting unauthorized facility tours. The Client shall not operate hospitality suites during hours in which the Event is open or when any Organizer-sponsored activities are being held. The Client is prohibited from hosting hospitality functions during official Event hours. All requests for a hospitality suite or public function space must be made through Northstar. If the Client cancels or fails to occupy the exhibit space during official Event hours, Northstar reserves the right to notify the applicable venue to cancel any hospitality space and/or hotel guest rooms under the Client's name. The Client shall remain liable for the payments made to the hotel or applicable venue.

21) Contractor Services: Northstar has contracted, on an exclusive basis, official contractors to provide certain services for the Event. Service companies other than the official contractors will not be allowed to perform any of these exclusive services. Non-exclusive services may be performed by exhibitor-appointed contractors (EAC) within certain guidelines. A complete listing of exclusive services and EAC guidelines will be provided upon request.

22) Character of Displays; Use of Aisles and Common Areas: All exhibits shall display products or services in a tasteful manner. No signs, decorations, banners, advertising material or special exhibits will be permitted outside of the Client-contracted booth space except by written permission of Northstar. Any and all advertising distribution must be made from the Client's booth space. Balloons and stickers are prohibited in the exhibit area. Handouts with gummed backing that adhere or cause adhesion are considered stickers. Strolling entertainment or moving advertisements outside of the Client's exhibit space are prohibited.

23) Sound Devices: The use of devices for mechanical reproduction of sound or music may be permitted, but must be controlled to decibels stated in the Client's Service Kit. Sound of any kind must not be projected outside of the exhibit booth. The Client is specifically prohibited from employing any carnival-type attraction, animal or human, or from operating noise-creating devices such as bells, horns or megaphones.

24) No Show Policy: If the Client, through circumstances beyond control, is delayed in arrival or set-up, the Client must notify their Sales Manager or Event Director at Northstar 24 hours prior to show opening. Non-notification will result in resale of space and possible loss of priority positioning. No refunds will be made.

25) Representations and Warranties. The Client represents and warrants that it is fully authorized and/or licensed to represent claims made at the Event and publish the entire contents and subject matter contained in the Promotion, including without limitation (i) the names, portraits and/or pictures of any persons living or dead, (ii) any copyrighted material, trademarks and/or depictions of trademarked goods and services, and (iii) any testimonials or endorsements contained in any information or art submitted to Northstar as part of the Promotion. The Client also represents and warrants that the entire claims made at the Events and contents of the Promotion are accurate and complete and are not misleading.

26) Limitation of Liability. Northstar shall not be liable for, and the Client hereby releases Northstar from, all liability in connection with (i) errors in map location indicators, telephone/telex/facsimile/e-mail numbers or changes in a Promotion's text and rates required by a Partner or Sponsor, (ii) any loss, claim, damage, liability cost or expense (including consequential damages) as a result either of the failure of Promotion(s) to appear or of the appearance of any errors in the Promotion as published or the inclusion of any Promotion in any release and (iii) any delays in delivery and/or non-delivery of a Promotion by or on behalf of Northstar due to an act of God, action by any government or quasi-governmental entity, fire, flood, accident, insurrection, riot, explosion, terrorism, embargo, strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow down or any condition beyond the control of Northstar affecting production or delivery of the Event or the Promotion in any manner.

27) Assumption of Risks; Releases: The Client expressly assumes all risks associated with, resulting from or arising in connection with the Client's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to or of any person (including death), property, business or profits of the Client, whether caused by negligence, intentional act, accident, act of God or otherwise. The Client has sole responsibility for its property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither Northstar nor the Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to the Client. Neither Northstar nor the Exhibit Facility shall be liable for, and the Client hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities whether described in this paragraph or not.

28) Indemnification: The Client agrees to indemnify and save harmless Northstar and its owners, employees, officers, directors and agents against all loss, liability damage and expense of any nature (including reasonable attorneys' fees) arising out of the copying, printing, or publishing in print or online of the Promotion or inclusion of any the Promotion in the publication(s) or website(s) specified and resulting from (i) any claims or suits against any one of them, including without limitation, claims or suits for libel, violation of rights of privacy and publicity, unfair competition, intentional or negligent infliction of emotional distress and copyright and/or trademark infringement, (ii) violation of applicable federal, state or local laws or regulations or (iii) the inaccuracy, incompleteness or misleading nature of the Promotion supplied by the Client.

29) Assignment: The Client may not assign any of its rights or obligations hereunder, other than to a purchaser of all or substantially all of the assets of the Client, which purchaser agrees in writing to be bound by all of the terms and conditions of this Contract, and who agrees to assume all of the Client's liability hereunder. Any other purported assignment by the Client shall be null and void and of no effect.

30) Attendance Policy: Northstar has sole control over attendance policies.

31) Conduct: The Client shall conduct itself at all times in accordance with professionalism and normal standards of decorum and good taste.

32) Cancellation by Client: If the Client desires to cancel all or part of the agreement prior to one hundred twenty (120) days before opening date of the event, it must do so in writing by certified mail to Northstar, and the exhibitor will be charged twenty percent (20%) of its original agreement. The Client must pay the full contracted agreement for cancellations / reductions within one hundred twenty (120) days of the opening date of the event. After the one hundred twenty (120) day period, the Client shall not be entitled to any refund of exhibit fee. Because these dates are related to the Event Dates and not to the date of this contract, these dates shall apply regardless of the date on which this contract is executed. This amount is considered to be liquidated and agreed upon damages, for the damages Northstar will suffer as a result of the Client's cancellation. The parties understand that the withdrawal of the sponsorship opportunity/space reserved from availability at a time when other parties would be interested in applying for it, will cause Northstar to sustain damages. In this situation, Northstar's damages will be substantial, but they will not be capable of determination with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this Contract as a valid pre-estimate of these damages and as a bone fide provision and not a penalty. The date of cancellation shall be the date Northstar receives the written notice. Northstar reserves the right to treat the Client's downsizing of the agreement as cancellation of the original agreement and an offer to purchase new sponsorship/booth space. The Client may be required to move to a new location if it requests a downsizing.

33) Cancellation by Northstar: Northstar shall have the right, upon reasonable written notice, to cancel this Contract, in the event of material breach of the Contract by the Client. Additionally, if the Client fails to make a payment required by this contract in a timely manner, Northstar may cancel this contract (and the Client's participation in the Event) without further notice and without obligation to refund any monies previously paid. Northstar reserves the right to refuse the Client permission to move in and set up an exhibit if the Client is in arrears of any payment due to Northstar. Northstar is expressly authorized (but has no obligation) to occupy or dispose of any sponsorship/space vacated or made available because of action taken under this paragraph in any manner it desires, and without releasing the Client from any liability hereunder. Northstar may also terminate this contract effective upon written notice of termination if the Client breaches any of its obligations under this contract or any other contract or arrangement with Northstar, without any obligation on Northstar's part to refund any payments previously made and without releasing the Client from any liability arising as result of or in connection with such breach. If Northstar removes or restricts an exhibit that Northstar considers to be objectionable or inappropriate, no refund will be due to the Client.

34) Cancellation of the Event: If Northstar cancels the Event due to circumstances beyond the reasonable control of Northstar (such as acts of God, acts of war, governmental emergency, labor strike or unavailability of the Exhibit Facility), Northstar shall refund to the Client its sponsorship payment/exhibit space rental payment previously paid, minus a share of costs and expenses incurred by Northstar, in full satisfaction of all liabilities of Northstar to the Client. Northstar reserves the right to cancel, rename or relocate the Event or change the Event Dates. If Northstar changes the name of the Event, relocates the Event to another event facility within the same city, or changes the Event Dates to dates that are not more than thirty (30) days earlier or thirty (30) days later, no refund will be due to the Client, but Northstar shall assign to the Client, in lieu of the original space, other space as Northstar deems appropriate and the Client agrees to use that space under the terms of this contract. If Northstar elects to cancel the Event other than for a reason previously described in this paragraph, Northstar shall refund to the Client its entire exhibit space rental payment previously paid, in full satisfaction of all liabilities of Northstar to the Client.

35) Amendments: Any amendment to this contract must be in writing and signed by an authorized representative of Northstar.

36) Severability and Waiver:

a. In the event that any one or more of the provisions contained in this Agreement shall be held to be unenforceable, such provision(s) shall be deemed not to have been written and shall not affect any other provisions of this Agreement provided that this Agreement may reasonably continue without such provision(s).

b. The failure of either Party to enforce at any time or for any period of time any of the provisions of this Agreement shall not constitute a waiver of such provisions or the right of such Party to enforce each and every provision.

37) Survival of Clauses: Notwithstanding the expiry or termination of this Agreement for any reason whatsoever, this Article and the provisions of Sections 18 and 28 shall survive the Term of this Agreement, in addition to any other clause which survives by operation of law.

38) Entire Agreement: This contract represents the entire agreement between Northstar and the Client relating to the Event and supersedes any prior written or oral understandings, agreements or representations by or between Northstar and the Client relating to the Event. By entering into this contract, the Client and its affiliates explicitly consent to receive fax, telephone, e-mail, and other communications from Northstar Expositions and its partners.

39) Binding Agreement: This contract shall become binding and effective only when it has been signed on the facing page by the Client and counter-signed on the facing page by a duly authorized representative of Northstar. Northstar shall not be bound by conditions printed or appearing on order blanks or copy instructions submitted by or on behalf of the Client.



SUCCESSFUL
MEETINGS
UNIVERSITY

INTERNATIONAL
SHERATON NEW YORK
TIMES SQUARE
FEBRUARY 20-22, 2016



SMU INTERNATIONAL is designed to connect key suppliers with meeting and incentive planners looking to book international business.

CONNECT IN PERSON

Sell your destination and book real business at the Successful Meetings University - International event. Meet one-on-one with pre-qualified planners and show them what you have to offer. There is no better way to educate and inspire your best prospects.

Participation includes:

- One-on-one business meetings with buyers
- Educational sessions
- Networking events

MAKE AN IMPRESSION IN PRINT

International Passport Supplement – March 2016

The International Passport supplement is distributed to subscribers of both Successful Meetings and Incentive who take their events outside of the U.S. Reach approximately 50,000 senior-level decision makers who rely on these brands to learn more about international destinations and properties. Your message will reach the best of the best!

Space Close for International Passport Supplement is
December 16

EVENT PARTNER:



SPONSORSHIP OPPORTUNITIES

SATURDAY, FEBRUARY 20, 2016

► OPENING RECEPTION \$27,000

- Tabletop and one registration
- 10 minute presentation on sponsor's product with A/V
- Themed event including signage, decoration, food and beverage
- Recognition in all SMU-International promotional activities & program
- Full-page ad in the Passport Supplement

Value: \$38,000

SUNDAY, FEBRUARY 21, 2016

► BREAKFAST & SPEAKER \$20,000

- Tabletop and one registration
- 5 min. presentation on sponsor's product
- Introduction of speaker
- Signage at the event
- Recognition in all SMU-International promotional activities & program
- Full-page ad in the Passport Supplement

Value: \$32,000

► TIMES SQUARE JUMBOTRON \$25,000

- Showcase your brand to event attendees and millions in Times Square for 1 hour
- Jumbotron visible during opening reception
- Tabletop and one registration
- Signage at the event
- Full page ad in the Passport Supplement

Value: \$30,000

► BUSWRAP \$30,000

- Showcase your brand on the side of a Charter bus
- Bus will be used for event transfer
- Tabletop and one registration
- Signage at the event
- Full page ad in Passport Supplement

Value: \$35,000

SUNDAY, FEBRUARY 21, 2016

► LUNCH \$22,700

- Tabletop and one registration
- 10 minute presentation on sponsor's product including A/V
- Signage at the event
- Recognition in all SMU-International promotional activities & program
- Full-page ad in the Passport Supplement

Value: \$35,000

► OFF-SITE RECEPTION \$27,600

- Tabletop and one registration
- 10 minute presentation on sponsor's product including A/V
- Signage at the event
- Themed event including signage, food and beverage
- Recognition in all SMU-International promotional activities & program
- Full-page ad in the Passport Supplement

Value: \$38,000

► BREAK STATION \$16,000

- Tabletop and one registration
- Signage at the event
- Sponsor can theme break
- Full-page ad in the Passport Supplement

Value: \$21,000

► REGISTRATION \$17,500

- Tabletop and one registration
- Registration bags with sponsor logo
- Signage at the event
- Full-page ad in the Passport Supplement

Value: \$23,000

MONDAY, FEBRUARY 22, 2016

► BREAKFAST & SPEAKER \$20,000

- Tabletop and one registration
- 5 minute presentation on sponsor's product
- Introduction of speaker
- Signage at the event
- Recognition in all SMU-International promotional activities and program
- Full-page ad in the Passport Supplement

Value: \$32,000

► CLOSING LUNCH \$22,700

- Tabletop and one registration
- 10 minute presentation on sponsor's product including A/V
- Signage at the event
- Recognition in all SMU-International promotional activities & program
- Full-page ad in the Passport Supplement

Value: \$35,000

► RESEARCH \$18,000

- Tabletop and one registration
- 3 custom questions to be included in the International Readership Study which is reported in the Passport Supplement
- Logo and sponsorship recognition included in the International Readership Study report appearing in the Passport Supplement
- Signage at the event
- Full-page ad in the Passport Supplement

Value: \$25,000

► CHARGING STATION \$15,000

- Tabletop and one registration
- Charging station may be themed
- Signage at the event
- Full-page ad in the Passport Supplement

Value: \$21,000

FAX THIS FORM TO DIANE DIMAGGIO AT 914-902-5726.

Booth personnel will be invited to register on the event website.

CONTACT INFORMATION:

Company Name: _____

Contact Name: _____

Address: _____

City: _____ State: _____

Zip Code: _____ Country: _____

E-Mail Address: _____

Phone Number: _____

Authorized by: _____

Title: _____

Signature: _____

Date: _____

BOOTH EXHIBITOR CONTACT INFORMATION:

Contact Name: _____

Title: _____

E-Mail Address: _____

Phone Number: _____

Select One Payment Option

Credit Card Invoice (N/A for ticket orders)

Northstar Travel Media, LLC. and NTM Custom Publishing Standard Terms & Conditions apply. Please see attached or contact your sales rep for copies.

Prepared by _____

ADVERTISING & SPONSORSHIP OPPORTUNITIES:

Please check off your selection below.

Media and Booth | Package Includes:

- Print ad in Passport Supplement – March 2016
- Registration for 1 booth personnel (fee for add'l exhibitors)

Options: **Full-page 4C** - \$11,845 NET

Half-page 4C - \$7,365 NET (Horz __Vert__)

Booth Only:

- Registration for 1 booth personnel - \$6,700 NET
- fee for additional exhibitors - \$3,000 NET

Sponsorships:

- Opening Reception - \$27,000 NET **SOLD**
- Day 1 Breakfast - \$20,000 NET **SOLD**
- Day 1 Lunch - \$22,700 NET **SOLD**
- Off Site Reception - \$27,600 NET **SOLD**
- Day 2 Breakfast - 20,000 NET **SOLD**
- Day 2 Closing Lunch - \$22,700 NET **SOLD**
- Times Square Jumbotron - \$25,000 NET
- Buswrap - \$30,000 NET
- Break Station Sponsorship - \$16,000 NET
- Registration Sponsor - \$17,500 NET
- Research Sponsor - \$18,000 NET
- Charging Station Sponsor - \$15,000 NET



CONTACT DIANE DIMAGGIO FOR MORE INFORMATION

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