

THE POWER LINK SMALL BUSINESS CONFERENCE & EXPO TERMS & CONDITIONS

This Exhibitor Terms & Conditions (the "T&C") sets forth the terms and conditions pursuant to which you will register with us to be an exhibitor, advertiser and/or sponsor ("Exhibitor") at the Power Link Small Business Conference & Expo (the "Event"), organized and managed by Film, Stage & The Pensacola Small Business Exchange ("Manager"). Exhibitor agrees to exhibit its products and/or services at the Event in accordance with the rules set forth in the T&C, the Exhibitor prospectus, including without limitation the exhibitor application ("Application"), to which the T&C are attached (the "Prospectus") and whose provisions are hereby incorporated into the T&C by reference, and as otherwise as advised by Manager.

1. EVENT. The Event is a business to business trade show which brings together business owners, entrepreneurs and other related business industry professionals. The Event will be held on the dates and times set forth in the Prospectus and will be held at the venues set forth in the Prospectus (the "Venue"), and/or as notified by Manager from time to time. Manager makes no representation or warranty, express or implied, regarding the number or type of persons who will attend the Event or any other matter regarding the Event.

2. EXHIBITOR REGISTRATION. Each potential Exhibitor may obtain a Prospectus upon written request to Manager or by accessing the Prospectus online from our homepage (www.powerlinkme.com). The Prospectus contains the Application, certain information about the Venue, dimensions of various types of exhibition spaces, a payment schedule and other information about being an Exhibitor at the Event. You may register for the Event by completing the Application in one of three ways: (i) by hard-copy writing, (ii) online, or (iii) by telephone. If you elect to register for the Event in hard-copy writing, then by signing the Application, you acknowledge and agree to be bound by the terms and conditions set forth in the T&C and the Prospectus. If you elect to register for the Event online, then by registering with Manager as an Exhibitor online via www.powerlinkme.com, you acknowledge and agree to be bound by the terms and conditions set forth in the T&C by means of a click-through consent that is part of such registration process. Finally, if you elect to register for the Event by telephone, by registering with Manager through Manager's telephone registration process and in providing your credit card to us for an authorization and/or deposit, you acknowledge and agree to be bound by the terms and conditions set forth in the T&C. You acknowledge, by agreeing to the T&C, that you are at least eighteen (18) years of age and not a minor in your state of residence, and that, if you are executing the Application on behalf of an entity, you have been duly authorized to do so by such entity.

3. PAYMENTS AND CANCELLATIONS.

3.1 Payments. Exhibitor's participation at the Event is contingent upon Exhibitor's paying in full the applicable fees set forth in the payment schedule included in the Prospectus (the "Exhibitor Fee"). Upon Exhibitor's registration for the Event, the total balance of the Exhibitor Fee shall become due and payable in full to Manager as follows: (i) a payment of at least Twenty Five Percent (25%) of the Exhibitor Fee must be paid upon Exhibitor's execution of the Application in order for Manager to reserve for Exhibitor the type of exhibition space (as outlined in the Prospectus) that is requested by Exhibitor in the Application (the "Exhibitor Space"), and (ii) the remaining balance of the Exhibitor Fee must be paid by Exhibitor no later than sixty (60) days prior to the Event. Should Manager, however, permit Exhibitor to register for the Event within sixty (60) days prior to the Event, then the entire amount of the Exhibitor Fee must be paid in full at the time of registration and shall not be refundable unless Manager cancels the Event. Exhibitor may pay any portion of the Exhibitor Fee by Visa, MasterCard or American Express credit cards, or by check (payable to "FILM, STAGE & SHOWBIZ EXPO LLC") and Exhibitor authorizes Manager to charge Exhibitor's credit card to make such payments of the Exhibitor Fee. Regardless of payment method (i.e., whether by Credit Card or by Check), the Exhibitor Fee includes an additional. Three Percent (3%) administrative/contracting fee of the subtotal reflected in the

Application. While Exhibitor may elect not to pay the Exhibitor Fee by credit card, Exhibitor acknowledges and agrees that Manager is empowered and shall execute an authorization (in the amount of the Exhibitor Fee) on Exhibitor's credit card (Visa, MasterCard or American Express) at the time of registration in order to reserve Exhibitor's Exhibitor Space. However, subsequent to such authorization, any portion of the Exhibitor Fee paid by an honored check by Exhibitor shall not be charged to Exhibitor's credit card. Notwithstanding anything to the contrary herein, if any (i) payment of the Exhibitor Fee has not been paid by Exhibitor within sixty (60) days prior to the Event or is not otherwise paid when due, or (ii) if any other charges incurred by Exhibitor are otherwise overdue to Manager, Manager may immediately charge Exhibitor's credit card for the full balance of the Exhibitor Fee then due in addition to pursuing Manager's other remedies.

3.2 Refunds. Manager will refund the Exhibitor Fee, less a Three Hundred Dollar (\$300) Application processing fee, upon written notice of Exhibitor's request for cancellation; provided, however, that (i) such cancellation request is received at least ninety (90) days prior to the Event (the "Cancellation Deadline"), (ii) Manager has not already cancelled Exhibitor's registration to the Event (as further described in the T&C), and (iii) Exhibitor is not otherwise in breach of any of the terms of the T&C. Except for as expressly set forth in the immediately prior sentence, in no event will any portion of the Exhibitor Fee be returned to Exhibitor. Please keep in mind that no refund at all will be provided to Exhibitor for any cancellation request received by Manager after the Cancellation Deadline or if any other condition set forth in the T&C which enables Manager to withhold such a refund has been met. Manager has the right to cancel Exhibitor's registration to the Event (and, if during the Event, Manager has the right to have Exhibitor and Exhibitor's representatives removed from the Event) at any time due to the breach by Exhibitor (or any of Exhibitor's representatives) of the T&C, as determined by Manager in Manager's sole discretion. If Exhibitor's registration to the Event is so cancelled by Manager or if Exhibitor or any of Exhibitor's representatives are so removed from the Event, Exhibitor shall not receive any refund of the Exhibitor Fee. Notwithstanding the foregoing, if, however, Exhibitor's registration is cancelled by Manager because Manager has cancelled the Event, Manager shall provide Exhibitor with a full refund of the Exhibitor Fee. Manager shall not be responsible for any delays, damages, losses, increased costs, or other unfavorable conditions arising in connection with any delay or cancellation of the Event, and Exhibitor waives all such claims arising therefrom. There are no refunds for any additional services ordered by Manager in connection with the Event and/or other services ordered by Exhibitor via the Application.

3.3 Add-On Services. If Exhibitor selects any of the booth and/or marketing add-on options in the Application, Exhibitor shall be billed for such services as described in the Application and/or the T&C. For instance, if Exhibitor selects Banner Ads as a marketing add-on option, Manager will bill Exhibitor quarterly (in advance) for such a service, commencing upon Manager's receipt of Exhibitor's request for such a service. Any request by Exhibitor to cancel any add-on service will take effect at the end of the then-current billing period in which such request was received by Manager. No refunds will be issued for such services.

3.4 Third Party Services. Exhibitors may indicate on the Application that they wish Manager to register them with Constant Contact, Inc. ("Constant Contact") for a promotional two month free trial. However, all billing done in connection with such account shall be by Constant Contact only (and not Manager) and if Exhibitor wishes to cancel such account it must communicate such a desire to Constant Contact directly. Exhibitor's participation, correspondence or business dealings with any third party in connection with the Event or otherwise (regarding payment and delivery of specific goods and services or otherwise), and any other terms, conditions, representations or warranties associated with such dealings, are solely between Exhibitor and such third party. Exhibitor agrees that none of the Manager Parties (as hereinafter defined) shall be responsible or liable for any loss, damage, or other matters of any sort incurred as the result of such dealings.

3.5 Union Surcharge. In addition to the Exhibitor Fee and other fees and charges described in the Application and/or the T&C, Exhibitor shall pay Manager a one-time shared union charge in the amount of Seventy Five Dollars (\$75).

3.6 Taxes. Exhibitor shall be responsible for obtaining all licenses, permits and approvals and all tax identification

numbers under local, state or federal law applicable to its activity at the Event, and paying all taxes, license fees and other charges that become due to any governmental authority or other person because of such activity at or in connection with the Event.

4. ELIGIBILITY: OCCUPANCY OF EXHIBITOR SPACE.

Notwithstanding anything to the contrary in the T&C, Manager shall have the sole right to determine, in Manager's sole discretion, the (i) eligibility of any Exhibitor, representative of Exhibitor or other Event attendee, and (ii) appropriateness of any exhibition or material for inclusion by Exhibitor at the Event. The location of the Exhibitor Space shall be determined by Manager in its sole discretion (taking into account Exhibitor's request for such space in the Application), and such space shall be assigned by Manager on an "as available" basis.

5. DELIVERY/SET-UP/EXHIBITION/TEAR-DOWN.

The dates and hours during which Exhibitor may access the Venue for delivery and set-up and teardown of the Exhibitor Space shall be specified in writing (including without limitation by email to the email address indicated by Exhibitor in the Application) by Manager to Exhibitor from time to time. Exhibitor shall be liable for all load-in/load-out, union, storage and handling charges, and for all other liability, resulting from failure to (i) follow the setup or teardown instructions of Manager or a third party acting on its behalf or (ii) remove all materials from the Exhibitor Space immediately upon the cessation of the Event. Should the operator of the Venue determine, in its sole discretion, that any equipment used by Exhibitor requires the transport, installation, removal and/or other assistance to be performed by such Venue operator's contractors, Exhibitor agrees to use such contractors at Exhibitor's sole expense, which shall be in addition to the Exhibition Fee and the other fees and costs recited in the Application and/or the T&C. Exhibitor further agrees that any such arrangement is solely between Exhibitor and the operator of the Venue and that Manager shall have no liability whatsoever for any costs incurred by Exhibitor or any damages arising out of any such arrangement.

6. DEFAULT IN OCCUPANCY. If Exhibitor has not met the deadline set by Manager for completion of installation of displays or otherwise for occupancy of the Exhibitor Space by Exhibitor, then such Exhibitor Space may be possessed and/or otherwise used by Manager for such purposes as Manager may determine in its sole discretion. No such action taken by Manager shall relieve Exhibitor of any of its obligations in the T&C and/or the Application.

7. SUB-LEASING/SHARING. Exhibitor shall not sublet, assign or otherwise share or transfer the Exhibit Space or any portion thereof without the prior written approval of Manager, which Manager may grant or withhold in its sole discretion.

8. DISPLAY SPECIFICATIONS ; SOUND AND ACTIVITIES.

Signs or displays used by Exhibitor must not exceed ten (10) feet in height and the width of the table provided by Manager (or a third party upon Manager's prior written consent) in the Exhibitor Space. Exhibitor is not allowed to hang graphics on back walls that extend beyond the Exhibitor Space (as determined by Manager in its sole discretion). Exhibitor and/or Exhibitor's representatives shall not conduct any activities in aisles or in spaces bordering the Exhibitor Space or in any other location and the wearing of any distinctive costumes, carrying of banners or signs and the like by same must remain in the Exhibitor Space. All sound amplification devices and other sound producing equipment and activities of Exhibitor and/or Exhibitor's representatives shall be limited to reasonable volume levels which shall not project beyond the boundaries of the Exhibitor Space and shall in no case disturb other exhibitors, participants of the Event or otherwise Event activities, as determined by Manager in its sole discretion. Manager reserves the right to determine the placement of all signs, displays and the like and acceptable sound level of all sounds and sound devices used by Exhibitor, in Manager's sole discretion.

9. ADDITIONAL CHARGES. In addition to any applicable costs of the Venue operator described in Section 5 hereof, the use by Exhibitor of electricity and Internet at the Event are to be ordered pursuant to the

Prospectus. Exhibitor acknowledges and agrees that electricity and Internet are provided by third party vendors (i.e., the Venue operator) and that Manager has no control over whether electricity and Internet will work during the Event. Manager has no responsibility for providing such items to Exhibitor and shall not be liable for any failure by the Venue operator to provide such items to Exhibitor or otherwise arising out of Exhibitor's use of such items. Furthermore, drayage charges may apply to the use of such services as determined by an applicable union or by the Venue operator in their respective sole discretion. Exhibitor shall pay in full all such applicable charges in addition to any other fees described in the T&C and/or the Application, and Manager shall not be responsible in any manner for Exhibitor's failure to do so.

10. REPRESENTATIONS & WARRANTIES. Exhibitor represents and warrants that (i) all information provided to Manager (whether as part of the Application or otherwise) is accurate, complete and current and that Exhibitor shall update such information if and when such information changes, (ii) its use of all materials during or otherwise in connection with the Event, including without limitation all signs, displays, hand-outs, photographs, logos, videos and musical compositions (collectively, the "Materials") shall not infringe the copyright, trademark, patent or other rights (including without limitation the right of publicity, right to privacy, or misuse of a person's name, image and likeness) of any person, and (iii) Exhibitor shall ensure that Exhibitor's representatives shall fully comply with the terms and conditions of the T&C and/or the Application, and (iv) Exhibitor shall be fully responsible for the acts or omissions of any of its representatives.

11. MUSIC LICENSING. Further to Section 3 and 10 hereof and for the sake of clarity, Exhibitor agrees not to permit any musical work protected by copyright to be staged, produced or otherwise performed, via either "live" or mechanical means at the Event unless Exhibitor has previously obtained written permission from the copyright owner, or the copyright owner's designee (e.g., ASCAP, BMI or SESAC) for such use. Exhibitor accepts full and complete responsibility for the fulfillment of all obligations under any agreement permitting the use of any such musical work, including but not limited to, all obligations to obtain public performance rights and to accurately report data and to pay royalty fees.

12. EXHIBITOR REPRESENTATIVES. Exhibitor's representatives at the Event shall be restricted to Exhibitor's employees, consultants or agents who have been designated in the Application and duly registered with Manager in accordance with the terms hereof. Such representatives shall wear badges and/or other identification provided by Manager at all times during the Event.

13. SAMPLES; SOUVENIRS; SALES. Exhibitor may distribute samples, souvenirs, brochures, etc., from within the Exhibitor Space only. While Manager is under no obligation to monitor such activity, Manager shall have the right to prohibit sample distribution or other activities which, Manager determines, in its sole discretion interferes with the Event.

14. EXHIBITOR CONDUCT. Exhibitor may not operate the Exhibitor Space or otherwise engage in any activity during the Event that is competitive with Manager or which annoys, endangers or interferes with the rights of other exhibitors or other participants of the Event, or Event activities, as determined by Manager in its sole discretion. Exhibitor shall be fully liable for any damage caused at the Event by Exhibitor or any of Exhibitor's representatives (including without limitation damage caused to any portion of the Venue, or to other exhibitors, participants or to Manager or any of Manager's representatives).

15. SPECIAL REQUESTS. Any and all special requests by Exhibitor or any of Exhibitor's representatives, including without limitation a request from Exhibitor for the provision of hearing-impaired interpreters at the Event, must be delivered in writing to Manager no less than sixty (60) days prior to the Event.

16. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY. EXHIBITOR HEREBY EXPRESSLY RELEASES MANAGER AND EACH OF ITS MEMBERS, MANAGERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AGENTS, AND ASSIGNS, AS WELL AS THE OPERATOR OF THE VENUE (COLLECTIVELY, THE "MANAGER PARTIES") FROM ANY AND ALL CLAIMS ARISING OUT OF OR OTHERWISE IN CONNECTION WITH THE EVENT, INCLUDING WITHOUT LIMITATION ALL (I) DAMAGE TO THE EXHIBITOR SPACE AND/OR

OTHER PART OF THE VENUE (II) LOSS, THEFT OR DAMAGE OF/TO ANY OF EXHIBITOR'S PROPERTY (OR THAT OF ANY REPRESENTATIVE OF EXHIBITOR) OR ANY PROPERTY OF OTHERS ARISING OUT OF EXHIBITOR'S PARTICIPATION IN THE EVENT, EVEN IF SO ARISING DUE TO THE NEGLIGENCE OF ANY OF THE MANAGER PARTIES. IN NO EVENT SHALL ANY OF THE MANAGER PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH SUCH PARTY'S INVOLVEMENT IN THE EVENT, INCLUDING WITHOUT LIMITATION FOR LOST PROFITS OR BUSINESS, OR ANTICIPATED LOST PROFITS, BUSINESS OR GOODWILL, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH OF THE MANAGER PARTY'S AGGREGATE LIABILITY TO EXHIBITOR, ANY REPRESENTATIVE OF EXHIBITOR OR ANY OTHER THIRD PARTY IN ANY CIRCUMSTANCE IS LIMITED TO AN AGGREGATE OF ONE THOUSAND DOLLARS (\$1,000). THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THE T&C HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

17. INDEMNIFICATION. Notwithstanding anything to the contrary herein, Exhibitor hereby agrees to indemnify, defend and hold each of the Manager Parties harmless from and against any and all claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees and disbursements and all other associated costs of lawsuits), arising out of (i) any breach by Exhibitor (or any representative of Exhibitor) of any representation, warranty or covenant made in the T&C or the Application, (ii) any failure by Exhibitor (or any representative of Exhibitor) to fulfill any of Exhibitor's obligations in the T&C or the Application, (iii) any use of the Materials, or (iv) otherwise arising out of Exhibitor's participation (or the participation of any representative of Exhibitor) in the Event. Any Manager Party covered by this Section 17 shall reasonably cooperate with Exhibitor and shall at all times have the right fully to participate in such defense with its own counsel and at its own expense. Exhibitor shall not enter into any settlement that imposes any liability or obligation on any of the Manager Parties or contains any admission or acknowledgment of wrongdoing (whether in tort or otherwise) without each such Manager Party's prior written consent.

18. INSURANCE COVERAGE. Exhibitor shall, at its own expense, procure and maintain in force during the Event (including during all set-up and dismantling of the Exhibitor Space and covering all use of the Exhibitor Space by Exhibitor or anyone on Exhibitor's behalf), general liability insurance including coverage for personal injury, operation of equipment and products and property damage, with limits in no event less than Five Hundred Thousand Dollars (\$500,000) per occurrence, and Exhibitor shall name Manager as an additional insured to such insurance policy or policies for the duration of Exhibitor's participation in the Event (including Event Space takedown and related post-Event activities). Exhibitor will cause each of its contractors or any other party attending the Event on its behalf, including without limitation any independent labor contractors engaged in performance of work at the Event and throughout the period during which such party is in attendance at the Event, to be covered by or otherwise procure and maintain in full force and effect policies of insurance as specified above. None of the Manager Parties maintains insurance covering Exhibitor's property and it is the sole responsibility of Exhibitor to obtain business interruption and property damage insurance covering any losses of Exhibitor.

19. FILMING OF THE EVENT; PHOTOGRAPHY. Manager will be photographing, videotaping and otherwise recording the Event and using the resulting footage for promotional purposes. Exhibitor hereby grants Manager the exclusive, perpetual, irrevocable, worldwide, royalty free right and permission to use, distribute, publish, exhibit, perform, digitize, broadcast, display, reproduce, and otherwise use such Exhibitor's name, image, likeness, voice and biography (or any copyrighted material or trademarks owned and displayed by such Exhibitor) in any manner or media whatsoever (whether now known or hereafter devised) for the purposes of advertising or trade in promoting and publicizing Manager and Manager's products and services. Furthermore, Exhibitor represents and warrants that prior to the Event Exhibitor shall obtain the written consent of each of its representatives to enable Manager to use such representative's name, image,

likeness, voice and biography (or any copyrighted material or trademarks owned and displayed by such representative of Exhibitor) in any manner or media whatsoever (whether now known or hereafter devised) for the purposes of advertising or trade in promoting and publicizing Manager and Manager's products and services, and Exhibitor hereby transfers all such rights to Manager. Neither Exhibitor nor any of its representatives may film, photograph or otherwise record the Event in any manner without the prior written consent of Manager.

20. APPLICABLE LAWS, RULES AND REGULATIONS. Exhibitor and Exhibitor's representatives shall comply with all applicable laws, rules, regulations, codes and ordinances of governing authorities (including without limitation all applicable fire regulations), now in effect or hereafter promulgated, regarding the planning, construction, maintenance, modification and removal of exhibitions and/or the occupancy of the Exhibitor Space, or otherwise pertaining to the Event.

21. NOTICES. All communications hereunder shall be in writing and shall be sent by postal mail, to Manager at The Pensacola Small Business Exchange, P.O. Box 4882, Pensacola, FL 32507 with a copy by e-mail to: Info@powerlinkme.com, and to Exhibitor using the contact information provided in the Application; provided however, that during the Event, such communications must be delivered by hand to an authorized representative of Exhibitor or Manager, as the case may be.

22. SWEEPSTAKES; OTHER GAMES. The operation at the Event by Exhibitor of any sweepstakes or other games of chance is permitted only upon the prior written consent of Manager, which may be granted or withheld for any reason or for no reason in Manager's sole discretion. Exhibitor agrees that Exhibitor shall request permission of Manager to operate a sweepstakes or other game only if (i) such sweepstakes or other game complies with all applicable laws and regulations, and (ii) Exhibitor shall be solely liable for any claim arising in connection with such sweepstakes or other game and shall indemnify Manager (in accordance with Section 17 hereof) for all liability arising in connection with such sweepstakes or other game.

23. GOVERNING LAW; JURISDICTION. The T&C shall be governed by and construed under the internal laws of the State of New York, excluding conflict of law provisions thereof. The parties agree to personal and exclusive jurisdiction by and venue in the courts located within the County of New York, State of New York, and to receive service of process through certified mail or by other means sanctioned by law, and the parties expressly waive any claim of improper venue and any claim that such courts are an inconvenient forum.

24. MISCELLANEOUS. The executed Application and the T&C represents the exclusive binding agreement between the parties hereto, shall replace all other prior written or oral agreements between the parties with respect to the subject matter hereof and may not be modified except in a writing signed by both Exhibitor and Manager. The section headings included herein are for convenience only and shall have no substantive effect. Facsimile versions of all signatures to the Application and T&C, where applicable, shall be acceptable as originals. The failure of Manager to enforce any provision of the Application or T&C shall not be construed as a waiver of such provision or of the right of Manager to thereafter enforce any such or any other provision. Except for the obligations that are specifically designated in the T&C as contingent, the provisions of the T&C are severable. If any one or more provisions are or may be determined by a court of competent jurisdiction to be unenforceable, in whole or in part, the remaining provisions of the T&C shall nevertheless be binding and enforceable to the maximum extent permitted by law. The provisions of the T&C will survive termination or expiration of the extent necessary to carry out the intentions of the parties. For more information about the Event, contact Manager At (850)291-3003 or email info@theshowproducers.com.