

EXHIBITOR AND SPONSORSHIP AGREEMENT



EXHIBIT SPACE/SPONSORSHIP APPLICATION & CONTRACT – EnergyTech2019 Conference & Expo

This agreement between TSI (Telepath Systems, Inc. - Managing 501 c3 non-profit entity for EnergyTech conference series) and the Sponsor / Exhibitor (shown as "COMPANY NAME") is for the purpose of arranging space and provisions to exhibit or sponsor at the EnergyTech Conference & Exposition from October 21-25, 2019, at Cleveland IX Center.

COMPANY NAME: _____ LOGO: _____ (attach image)

DESIGNATED REP: _____ EMAIL: _____ PHONE: _____

COMPANY ADDRESS: _____

BILLING CONTACT NAME: _____ EMAIL: _____

PO# OR BILLING CODE (if applicable) PO# _____ CODE: _____

EXHIBIT SPACE REQUESTED (qty): _____ Booth Unit(s) _____ Table _____ Poster _____ Custom Unit*

GENERAL SPONSORSHIP OPTION:

Platinum \$15,000 Gold \$12,000 Silver \$9,000 Bronze \$6000
 (*note: for Sponsorship Detail, or Custom / Special Exhibit arrangements, please contact TSI / EnergyTech)

EXHIBITOR AGREEMENT DETAILS:

Monday, 21 October, 2019 | 9:00am – 5:00 PM : Move-in, Setup (note: Sunday, 10/20 setup optional)
 (Media Open House / Interviews: 4 – 6 PM)

Tuesday, 22 October – Friday, 25 October, 2019 9:00 AM – 6:30 PM – Exhibit Hours (includes lunch)
 (Networking reception Wednesday Thursday, 5 – 6:30 PM)

Exhibit Space (all space in IX Grand Ballroom or Lobby Entrance- allocation on first come basis)

Exhibit space is allocated on a first-come basis. Standard configurations include 10x10 booth, 6’ Table (* with or without power) , and Poster display space with provided easel (5 ft sq).

Booth Cost: (nominal \$42/sq ft) \$4000 - 10’x10’ std 6’ Table: \$ 2500*/\$1500 Poster Display: \$400/unit

Basic Unit (10x10)- Std 10x10 booth includes backdrop Pipe & Drape, WiFi, 6’ table two chairs, signage.
 Tables are provided with signage and skirt (*Power/ No power). Poster Display with easel and 5 sq ft space.
 (note: Exhibit hall will include conference keynote speeches and panel discussions – Tues. - Thurs).

Company Representative or Agent **

Telepath Systems Inc. **

 (Signature)

 (Signature) Exhibit Coordinator, TSI

 (Name/ Title)

 (Name/Title)

 (Date)

 (Date)

TOTAL\$ _____

Payment via Check InvoiceMe Paypal

Credit card # _____ Exp Date: _____ Security Code: _____

** Signature indicates full agreement with terms and conditions as stipulated in attached Exhibitor / Sponsorship Agreement

EXHIBITOR AND SPONSORSHIP AGREEMENT



General Terms:

Please read all pages of the contract before completing and signing the contract.

NOTE: An Exhibitor Service Manual containing the necessary forms for ordering booth equipment and services, as well as other opportunities and services offered by TSI, will be sent electronically to each exhibitor approximately 90 days prior to the event. Please read all the information contained in the Exhibitor Service Manual and submit all required forms in a timely manner to insure availability.

Application and Approval: The Contracting Company ("Company," "Exhibitor" and/or "Sponsor") hereby applies for (i) the reservation of space ("Exhibit") or (ii) a sponsorship ("Sponsor") at the ENERGYTECH 2018 CONFERENCE & EXPOSITION. TSI, in its sole discretion, agrees to review Company's Contract. In the event the Contracting Company is requesting exhibit space, TSI will assign to Contracting Company exhibit space, if available, consistent with show eligibility requirements, policies, and at the discretion of TSI. Company agrees that upon acceptance of this Contract by TSI, with or without appropriate payment of the exhibit fee, this Contract shall be legally binding; and enforceable against the Company in accordance with its terms. Acceptance of contract will be made via email. By signing this contract, Company agrees it is responsible for full payment. Company also agrees to comply with all federal, state and local laws, as well as the rules of the Event venue.

Payment: Payment is due upon receipt of signed contract or scheduled invoice. Booth assignment and sponsor recognition is contingent upon receipt of payment in full. TSI reserves the right to cancel space and/or sponsorship and to sell the space to another company without any rebate or allowances to Company if the full amount of the Contract has not been received by its due date. If payment is not received by TSI at least 45 days prior to the event, TSI reserves the right to cancel this contract, therefore removing all company references from online or print material related to the event.

Cancellation: All cancellations must be made in writing. Upon providing written notice, Company may cancel the Exhibit subject to the following conditions and restrictions.

A. If a written cancellation notification is received **45 days prior to the event**, 50% of the total Contract fees will be released or refunded. The remaining 50% of the total Contract fees will be retained by TSI. In the event of cancellation TSI reserves the right to use the cancelled space, including the sale of space to another exhibitor without any rebate or allowances to the cancelled/ Company. By cancelling Company's Exhibit, Company will forfeit all exhibit benefits.

B. If a written cancellation notification is **not received 45 days prior to the event**, no refunds will be issued. Company will be liable for the full contract total, and all terms and conditions

C. TSI reserves the right to cancel this Agreement if full payment is not remitted upon receipt of signed contract or scheduled invoice.

In the event of payment default by Company such that the matter is referred to a third party collections, the Company is responsible to pay attorneys' fees, and costs associated with any and all collection efforts.

SPONSORSHIP / EXHIBITORS

Limited Licenses | Sponsor grants to TSI a limited, non-exclusive, non-transferable, royalty free license to use its name, logo and trademarks to identify Sponsor as a sponsor at the Event and in connection with the activities outlined in the Exhibitor and Sponsorship prospectus. The usage of Sponsor's name, trademarks, and logo shall be determined by TSI within its sole reasonable discretion.

Ownership of Copyright in Sponsorship Content and Materials | TSI shall retain all worldwide rights, title and interest in all of the content and materials used or developed by TSI in relation to or in connection with this Agreement, including without limitation all materials produced pursuant to this Agreement and component parts thereof consisting of text, images, or electronic audio or visual materials. Sponsor shall not be authorized to reproduce, reprint, copy, distribute or otherwise use any such materials for any purpose other than a purpose stated herein without the express written permission of TSI.

EXPOSITION RULES

Exhibit Space | Exhibit space is provided an area on the show floor, divided into 10x10 increments and divide from others by an aisle or pipe and drape, referred to in this document as "exhibit" or "booth". Alternative space in the form of 6' tables may be available, depending on space allocation.

Applying for Booth Space | Please read these Guidelines and Contract for Booth Space carefully. Upon the submission of your application for booth space at the event, these Guidelines will be part of your Contract with TSI concerning the purchase and use of booth space. Space will be assigned on a first-come, first-served basis and space assignment will be confirmed once company application is processed. TSI reserves the sole and exclusive right to assign booth space. Once the exhibit space sells out, all contracts submitted will be placed on a waiting list in the order in which they were received.

Reservation of Right to Determine Eligibility | TSI reserves the right to determine the eligibility of any exhibitor. TSI reserves sole control over admission policies. TSI reserves the right to make such changes in the time, schedule or in the general plan of the event as may be deemed by TSI to be in the best interests of exhibitors and the event generally. All matters and questions not covered by these Contract terms are subject to the decision of TSI.

Floor Plan | All dimensions and locations shown on the official floor plan are believed, but not warranted, to be accurate. TSI reserves the right to make modifications that may be necessary to meet the needs of the exhibitors generally. TSI has the absolute right to allocate and assign space among exhibitors and to relocate exhibitors after initial assignment if circumstances warrant, at TSI's sole discretion.

Badges | Exhibitors receive badges as outlined in the agreement details and/or official prospectus. Additional Exhibit only badges can be purchased. Full and limited Conference and Exhibitor Personnel badges shall be restricted to full-time employees of exhibiting organizations or other authorized representatives of exhibiting firms approved by TSI who are actually staffing the exhibit booth during published move-in, show open and/or move-out hours. All Exhibitor personnel shall wear proper badge identification, as provided by TSI, prominently displayed for viewing at all times. **Badges are not transferable and those worn by an individual other than the person to whom issued will be confiscated.**

Space, Posting, and Publicity Restrictions | Exhibits must be confined to the exact space allocated. Circulars, publications, advertising matter, and all kinds of promotional giveaways may be distributed only within booth spaces. Nothing shall be posted on, or tacked, nailed, screwed or otherwise attached to columns, walls, floors or other parts of the building or furniture, exposition, or the Event venue. Signs, rails, etc., will not be permitted to intrude into or over aisles. Access to public utilities, fire hose cabinets, heating and air conditioning vents, lighting fixtures, skylights, and fire sprinkler system shall not be obstructed at any time. Exhibiting company will be responsible for damage caused by company personnel.

Character of Exhibits | TSI reserves the right to judge the appropriateness of any exhibit and to decline to permit an Exhibitor to conduct or maintain an exhibit if, in the judgment of the TSI, the Exhibitor or exhibit or proposed exhibit shall, in any respect, be deemed unsuitable. This reservation relates to

Telepath Systems, Inc

16994 Hunting Meadows Dr

Strongsville, OH 44136

TSI / EnergyTech SALES CONTACT:

email: staff@energytech.org

Phone: 440 241 2830

EXHIBITOR AND SPONSORSHIP AGREEMENT



persons, conduct, article of merchandise, printed matter, souvenirs, catalogues, and any and all other things, without limitation, which might negatively affect the character of the Exposition. In the event that TSI shall determine that the conduct of any Exhibitor or its employees, agents or contractors is not in keeping with the character of the Exposition, TSI may, at any time, without notice, terminate the contract for space entered into with the Exhibitor and remove Exhibitor, its employees, agents, contractors, and all of the property of the Exhibitor from the space contracted for and from the Exposition. No Exhibitor shall have any right or claim against TSI on account of any action so taken. Side show tactics, scantily clad individuals or other undignified promotional methods will not be permitted. The use of live models, performers and similar persons within the exhibit areas for product/service demonstrations, explanations, etc., must be approved in advance by TSI. Exhibits should be conducted in a manner not to be objectionable or offensive to neighboring booths.

Booth Layouts, Construction and Limitations | TSI requires that all exhibits be properly conducted and operated in the interest of all participating Exhibitors. TSI retains discretion and authority in the placement, arrangement and appearance of all displays. A "good neighbor policy" will be in effect at all times in the Exposition. All exhibits must be confined to the spatial limits of their respective booths as indicated on the floor plan and in accordance with the Guidelines. All exhibits must be free-standing and self-supporting; linear configurations may not be designed to obstruct the view of nearby booths or to block exits or doorways. All exhibits must conform to these regulations. Exhibits not in compliance must be brought into compliance prior to the end of exhibit set up. TSI reserves the right to set, at Exhibitor's expense, any booth(s) not in compliance or decline to allow a non-compliant booth to be set at the end of exhibit set-up. Company will incur any fees resulting in this action. Exhibits shall not project beyond the space allotted nor obstruct the light, view or space of others. Exhibitors shall be responsible for damage to property. Displays not conforming to TSI specifications and limitations may be dismantled or modified, at the Exhibitor's expense, at the sole judgment and discretion of TSI. All booth furnishings not noted in contract are an additional charge.

Use of Space | Display materials should be arranged in such a manner so as not to obstruct sight lines of neighboring exhibitors. Materials may not exceed the kiosk space in any direction, including upward.

Occupancy of Space | All exhibits must be completed and in place the dates noted in the Exhibitor Service Manual. TSI reserves the right to set, at the Exhibitor's expense, any booth(s) not set by the provided date or to remove any such booths that are not set from the exhibit floor, at the sole and exclusive discretion of TSI. TSI reserves the right, should any rented space remain unoccupied at the date set, or at any time thereafter, to rent or occupy that space. This clause shall not be construed as affecting the obligation of Exhibitor to pay the full amount of the rental provided for in this contract for space, nor shall it affect the right of TSI to retain as liquidated damages the whole or any part of the rental received.

Installation, Show, and Dismantling | Installation, Show, and Dismantling hours and dates shall be those specified by TSI. No packing of equipment or materials will be permitted until the exhibit hall has closed. Exhibitor must have all exhibits dismantled and vacate the premises as outlined in the Exhibitor Service Manual. Exhibitor shall be liable for all storage and handling charges for failure to remove exhibits by the specified time and date.

Staffing of Exhibits | Each Exhibitor's organization must name one person to be its official representative, with authorization to enter into such service contracts necessary for the installation and removal of exhibits and the provision of services, for which the Exhibitor will be responsible. **At least one person must be in the exhibit booth during all hours the Exposition is open.**

Solicitation and Booth Activities | No Exhibitor may operate in a way that violates the rights of another Exhibitor. Exhibits must not project beyond the space allotted and may not obstruct the view or interfere with the traffic of other exhibits. All exhibits are to be conducted in a dignified manner and no obscene, lewd or otherwise inappropriate materials may be exhibited or sold and no illegal, harassing or otherwise inappropriate conduct will be permitted. No soliciting of attendees in the aisle or high pressure sales pitches of any kind are permitted. Demonstrations and the distribution of literature and samples should take place inside the assigned booth.

Cleanliness / Orderliness | Booths are to be kept clean and in good order. No part of any exhibit, or signs relating thereto shall be posted, nailed or otherwise attached to columns, walls, floors or other parts of the facility, in any way. Damage arising from failure to observe these rules shall be payable by the Exhibitor. For instances not covered or explained in this contract, please refer to the Booth Activities Form/s included in the Exhibitor Service Manual. Non-Exhibitors or representatives of non-exhibiting companies may not canvass or solicit business in any part of the exhibit hall, convention center..

Selling | No sales transactions are allowed on the exhibit hall floor; however, Exhibitors are permitted to take orders for future fulfillment. Demonstrations, samples, materials and taking orders for future fulfillment are permitted only within the confines of an Exhibitor's rented space. Samples or souvenirs may not be sold and/ or distributed in a manner which, in the sole and exclusive judgment of TSI, blocks the aisles or in any way handicaps other exhibitors or impairs the flow of attendees. Exhibitor is solely responsible for complying with any and all applicable laws and regulations, including any sales and use tax registration and collection requirements.

Contests/Giveaways | As long as it is consistent with applicable country, province, state and local laws, prize contests and drawings are permissible. Notice of any contests, giveaways or drawings must be given in writing to TSI at least **4 weeks** before the event and all items must be approved. A submission form for approval will be provided in the Exhibitor Service Manual. Any prizes, drawings or giveaways held or offered must be made available to all registered attendees. Notification of winners is the sole responsibility of Exhibitors. Microphone announcements are not permitted on the premises without the authorization of TSI.

Limitation of Liability | TSI shall not be liable to exhibitor in any respect for any claims, losses, expenses, injuries, or damages arising out of or related to the Exhibition or exhibitor's participation in the Exhibition due to any act or omission of TSI or its employees or agents, or any third person, whether based on breach of contract or warranty, negligence or other tort, or strict liability, unless directly and solely caused by the gross negligence or willful misconduct of TSI. TSI disclaims all warranties, express or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose. TSI shall not be liable to exhibitor for any indirect, special or consequential damages, including lost profits, whether based upon a claim or action of contract, warranty, negligence, strict liability or other tort.

Exhibitor Responsibility | The exhibitor is solely responsible for his own exhibition material and products, and should insure exhibit and products from loss or damage from any cause whatsoever. It is understood all property of an exhibitor is in his care, custody, and control in transit to, or from, or within the confines of the Exposition Hall. TSI shall bear no responsibility for the safety of the exhibitor, its personnel, employees, agents or representatives or personal property.

Damage to Property | Exhibitor is liable for any damage caused by exhibitor, exhibitor's agents, employees or representatives to building floors, walls, or columns, or to standard booth equipment, or to other exhibitor's property. Exhibitor may not apply paint, lacquer, adhesive, decals or other coatings to building columns, floors or walls, or fixtures.

Alcoholic Beverages | The dispensing, distribution or use of alcoholic beverages in the Exposition Hall is prohibited without the express prior approval of TSI.

Flammable Materials | No flammable fluids or materials of any nature, including decorative materials, use of which is prohibited by national, state, or city fire regulations may be used in any booth.

Lotteries or Contests | The operation of games of chance or lottery devices, or the actual or simulated pursuit of any recreational past time is permitted only on written approval from TSI.

Telepath Systems, Inc

16994 Hunting Meadows Dr

Strongsville, OH 44136

TSI / EnergyTech SALES CONTACT:

email: staff@energytech.org

Phone: 440 241 2830