

SPONSORSHIP CONTRACT TERMS AND CONDITIONS

The Contract on the reverse side shall include the following terms and conditions. As used herein, "you" refers to the sponsor.

1. WORLD ATM CONGRESS shall have absolute discretion over who may be a sponsor, and only the company whose name appears on the face of this Contract may be placed in print and pre-outlined sponsorship recognition opportunities. No sponsorship rights may be assigned or shared without the prior, written approval of WORLD ATM CONGRESS. WORLD ATM CONGRESS reserves the right to offer exclusive sponsorship opportunities as it sees fit. Exclusivity will be determined on a case by case basis and will be subject to terms and limitations established by WORLD ATM CONGRESS.

2. Payment shall be due immediately upon receipt of invoice. A service charge of two percent (2%) per month shall be due on invoices that are unpaid within fourteen (14) days. No sponsorship will be published until full payment has been received. Sponsorship artwork must be received by the WORLD ATM CONGRESS published deadlines. You must provide a high resolution copy of your most current or preferred logo in EPS and jpeg/gif formats. All cancellation requests MUST be in writing and receipt acknowledged by WORLD ATM CONGRESS on or before the payment deadline, and under no circumstances will a refund be made after any of the attributes of a sponsorship have been implemented or contracts finalized with third parties to implement a sponsorship. A ten percent (10%) administrative fee will be deducted in the event of any refund.

3. Tiered sponsorships are stand-alone sponsorships, and cannot be realized by compiling the attributes of multiple smaller sponsorships. For sponsorships that include the opportunity to place an item or publication in the Congress and/or Conference Bag, your items CANNOT be something that is already available for sponsorship (like a lanyard), and MUST be approved by WORLD ATM CONGRESS before it is placed in the bag. Distribution of items received late, and/or without PRIOR approval from WORLD ATM CONGRESS cannot be guaranteed. Some items will be produced and printed abroad, whereas others will be shipped internationally, which will require early deadlines for artwork and images, for which only virtual proofs for inspection will be available.

4. Any distribution of samples, souvenirs, and publications, etc. shall be only with prior written approval of WORLD ATM CONGRESS. The sponsor shall conduct and operate its sponsorship so as not to annoy, endanger or interfere with the rights of other exhibitors, sponsors and attendees.

5. If you breach any obligation hereof, WORLD ATM CONGRESS may terminate this Contract, in which event WORLD ATM CONGRESS shall be entitled to retain all monies received, it being agreed by the parties that WORLD ATM CONGRESS'S damages arising from your breach will be difficult or impossible to ascertain.

6. You hereby agree to indemnify and hold harmless WORLD ATM CONGRESS and the event facility from and against any and all claims or damages of any kind, including attorney's fees, arising from or relating to your sponsorship or this Contract, and including but not limited to any claims that your artwork, logos or other materials infringe any copyright or other intellectual property rights of any third party.

7. WORLD ATM CONGRESS HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WORLD ATM CONGRESS DISCLAIMS LIABILITY FOR CONSEQUENTIAL DAMAGES TO PERSON OR PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES. WORLD ATM CONGRESS NEITHER ASSUMES, NOR AUTHORIZES ANYONE TO ASSUME, SUCH LIABILITY. WORLD ATM CONGRESS SHALL NOT BE RESPONSIBLE FOR LOSS OR DAMAGE TO DISPLAYS OR GOODS BELONGING TO SPONSORS, WHETHER RESULTING FROM FIRE, STORMS, ACTS OF GOD, AIR CONDITIONING OR HEATING FAILURE, THEFT, PILFERAGE, OR OTHER CAUSE.

8. WORLD ATM CONGRESS may take, use, reproduce or otherwise publish photographs, whether still or action, video recordings, pictures, audiotapes, digital images, film or motion pictures, and all rights therein shall irrevocably, exclusively, unconditionally and perpetually belong to WORLD ATM CONGRESS, or assigns, without compensation or notice.

9. This Contract, together with the published Rules and Regulations for the subject event, contain the entire agreement of the parties. No representations were made or relied upon other than those expressly set forth herein. The terms hereof may not be modified except in a writing signed by an executive officer of each of the parties. In the event of a conflict between the terms hereof and the Rules and Regulations for this event, then the terms hereof shall take precedence.

10. The sponsorship shall be administered in all respects, and controlled exclusively, by the WORLD ATM CONGRESS, subject to its absolute discretion, and all decisions of the WORLD ATM CONGRESS shall be final, including placement, arrangement or redecoration of any item. Any interpretation of the published Rules and Regulations for the event, which are hereby incorporated herein, shall be made by the WORLD ATM CONGRESS in its absolute discretion.

11. In the event that WORLD ATM CONGRESS shall be delayed or prevented from holding the scheduled event or otherwise performing any duties hereunder as the result of an act of God, acts of the public enemy, war, blockade, embargo, strike or other labor unrest, inability to procure materials, failure of power, restrictive government laws or regulations, arrest, riot, insurrection, epidemic, landslide, lightening, earthquake, fire, hurricane, storm, flood, explosion, terrorism or threat thereof, civil disobedience or disturbance, or any other cause, whether of the kind enumerated herein or otherwise, that is not within the control of WORLD ATM CONGRESS, then: (a) WORLD ATM CONGRESS shall have no liability to you for any such delay, nonperformance or failure to publish; (b) no refund will be due if any of the attributes have been implemented or contracts finalized with third parties; and (c) if none of the attributes have been implemented or any contract finalized with third parties WORLD ATM CONGRESS will refund the sponsorship fee, less any expenses incurred and a ten percent (10%) administrative fee.

12. Any dispute or controversy of any kind relating to this Contract or the sponsorship provided hereunder shall be resolved by binding arbitration in the City of Alexandria, Virginia (USA), administered by the American Arbitration Association in accordance with its applicable rules then in effect.

13. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the Commonwealth of Virginia, USA.