This Contract for Exhibit Space, Sponsorship, and/or Advertisement (this "Agreement"), by and between CREtech, owned and operated by The News Funnel and its affiliated brands (CRETECH) and company or entity ("Company"), governs Company's rental and use of exhibit space, sponsorship, advertising and/or participation ("Participation") as specified in any and all conference, shows or events (the "Event(s)").

LOCATION AND DATES: The Events and your Participations are scheduled for the locations and dates as listed on www.cretech.com. Company acknowledges and understands that the locations, hours, or dates may change, and the Event(s) and/or may be rescheduled. CRETECH will attempt to provide reasonable notice to Company of any such changes.

PAYMENT: CRETECH will invoice Company for the fees associated with its chosen level of sponsorship for the Event ("Sponsorship Fee"). Payment is due upon receipt of the invoice. Except as otherwise set forth herein, the Sponsorship Fee is nonrefundable and non-cancelable. CRETECH reserves the right to revoke or prevent Company's Event participation in the event of non-payment.

CANCELLATION: In the event Company wishes to cancel all or part of its participation in the Event, Company must send notice of cancellation in writing to kateri@thenewsfunnel.com. Company shall be liable for one-hundred percent (100%) of the total Sponsorship Fee. Company is responsible for payment of the Sponsorship Fee irrespective of the reason for Company's cancellation. In the event of cancellation by Company, CRETECH reserves the right to use or resell Company's canceled Event participation. CRETECH's re-allocation of Company's Event participation shall not excuse Company from payment of the Sponsorship Fees assessed hereunder. CRETECH reserves the right to cancel the Event or to terminate this Agreement for any reason at any time upon written notice to Company. Upon cancellation or termination by CRETECH, CRETECH's sole liability to Company, and Company's exclusive remedy, shall be a refund of the Sponsorship Fees paid by Company under this Agreement on a prorated basis is part of this Agreement has been fulfilled.

BOOTH SPACE: CRETECH will provide an exhibit space that consist of one (1) 6' or 8' undraped tables. Company will be responsible for furnishing all other items for space including but not limited to table covering, audio visual, power strips and extension cords, signs, banners, and the like. When the booth floor plan becomes available, Company will be eligible to select a booth (placement in the booth selection queue is based in part on the date and time this Agreement is accepted by CRETECH and payment is received).

SHIPMENT OF GOODS: Company is responsible for the shipment and delivery of all of its exhibit equipment and materials to and from the designated location(s). CRETECH IS NOT LIABLE OR RESPONSIBLE FOR ANY INCIDENTS OF LOSS, THEFT, DAMAGE, OR OTHERWISE OF COMPANY'S PROPERTY, EQUIPMENT AND MATERIALS BEFORE, DURING, OR AFTER THE EVENT.

FORCE MAJEURE: CRETECH shall not be responsible for any loss or damage resulting from failure to perform under this Agreement or to conduct the Event as currently scheduled in whole or part as a result of riot, strike, civil disorder, act of war, failure of facilities, earthquake, storm, fire, flood, or other acts of God, or any reason of any kind what so ever beyond the reasonable control of CRETECH. In such event, CRETECH will make reasonable efforts to reschedule the Event. Notwithstanding any other terms or conditions of this Agreement, should it ultimately be impossible to hold the Event due to a force majeure event, CRETECH may retain or will be due such portion of the Sponsorship Fee as necessary to compensate CRETECH for expenses reasonably incurred up to the time the force majeure event occurred. All payments in excess of such expenses shall be refunded.

CONDUCT OF COMPANY: Company shall conduct its Event participation in a professional manner so as not to be objectionable to CRETECH, other Companies or participants, or the public. CRETECH reserves the right to restrict or prohibit exhibits or content which, because of noise, method of operation, content, or any other reason, are objectionable or otherwise detract from or are out of keeping with the character of the Event as a whole. CRETECH may prohibit installation or request removal or discontinuance of any exhibit or promotion that, if continued, deviates substantially from the design and description approved in advance by CRETECH. CRETECH and the venue(s) reserve the right to close, remove or require changes in any exhibit or to remove any of Company's personnel, agents, representatives, independent contractors, invitees or guests who are deemed detrimental to CRETECH, the Event, other sponsors, the venue, or the public. of each party.
LIMITATION OF LIABILITY: CRETECH shall in no event be liable for any indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data, or use, incurred by Company, whether such action is in contract or tort, even if CRETECH has been advised of the possibility of such damages. CRETECH's entire liability for damages hereunder shall in no event exceed the Sponsorship Fee paid by Company under this Agreement.

NO ASSIGNMENT: The rights granted by this Agreement are personal in nature. Company may not assign this Agreement to any third party without the prior written consent of CRETECH.

GOVERNING LAW; JURISDICTION: This Agreement and all matters arising out of or relating to it shall be governed by the procedural and substantive laws of the State of New Jersey. Any legal action relating to this Agreement shall be instituted in the State of New Jersey.

WARRANTY: Company warrants that it has the authority to enter into this Agreement; that its participation in the Event will not violate any other agreement or understanding between Company and a third party; that Company will reimburse CRETECH for any losses CRETECH incurs resulting from any damage to the personal property of, or any personal injury to, CRETECH, the Event location owner, or any of their employees or contractors in connection with the Event; that no materials provided by Company in connection with the Event will infringe or misappropriate any third party's rights; and that Company will comply with all applicable federal, state and local laws and regulations in connection with its obligations under this Agreement and its conduct in connection with the Event.

INDEMNITY: Company will indemnify and hold CRETECH, its parent, affiliated and subsidiary companies (the "Indemnified Parties") harmless for and from any alleged or actual claim for any costs, losses, or fines, penalties, or expenses (including reasonable attorney's fees) arising from or related to: (1) any damages to real or personal property, or personal injury to any person, directly or indirectly caused by Company or Company's employee or contractor in connection with the Event; (2) any failure to comply with any applicable federal, state, and local laws and regulations related to the collection, use, sharing, disclosure and storage of personal information; and (3) any claim that the Indemnified Parties' use of any content provided by Company for the Event, or the Indemnified Parties' approval of Company's use of Event marks, affect the Indemnified Parties' right of indemnification as described in this paragraph. This provision will survive the termination or expiration of this Agreement.

INSURANCE: Company is solely responsible for its personnel, employees, agents, representatives, and property, and should have sufficient insurance to cover against loss, theft, damage or destruction of goods, and injury, including death, to its personnel, employees, agents or representatives. Company must obtain and carry Commercial General Liability Insurance including bodily injury and property damage, Commercial Property Coverage covering real and personal property and Worker's Compensation. The insurance is to cover the full period of occupancy of the Event. Company shall provide CRETECH with a certificate of insurance evidencing such coverage upon request and name CRETECH and its affiliated brands as additional insured.

PERMISSION TO USE MATERIALS: Company grants CRETECH and its employees, agents, contractors or representatives permission to use, reproduce, combine with other works, and publish worldwide in all media, Company's trademarks, product names or descriptions and logo(s) and any materials Company provides for the purpose of, or as result of, Company's participation in Event, including, without limitation, posting on websites, or publishing in other print or electronic media, brochures, newsletters, advertisements, and magazines. CRETECH may edit materials only as necessary to conform them to a given media, e.g., changing the size of an image, but will not modify Company's trademarks or logos in any other way without Company's prior written consent.

CONFIDENTIALITY AND AUTHORIZATION: This Agreement and its terms are confidential. Company may not disclose the existence of this Agreement or the terms of this Agreement to any third party without CRETECH's prior written consent.

ENTIRE AGREEMENT: This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter hereof. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party. By exhibiting, sponsoring or advertising with CRETECH, you agree to adhere to all of the Terms and Conditions in this document.