



Ascendant Compliance Management Exhibiting Contract

This Exhibiting Contract and the attached Terms of Business (together the "Contract") are between _____ ("the Company") and Ascendant Compliance Management (Ascendant), whereby the Company agrees to Exhibit at the Ascendant Conference in accordance with the Terms of Business attached to this Contract.

Ascendant reserves the right to remove, decline, or prohibit any exhibit, or part of an exhibit which, in Ascendant's opinion, is not suitable to or in keeping with the character of the exhibition. Ascendant reserves the right to remove, decline, or prohibit any exhibitor from participation at the Ascendant Conference if, in Ascendant's sole and exclusive opinion, such exhibitor fails to meet Ascendant's exhibitor standards.

Exhibiting space is not reserved until payment is received. In the event you are unable to exhibit, Ascendant will offer a refund of your exhibitor fee minus 10% administrative fee ONLY if Ascendant is able to sell the space to another vendor.

Ascendant is not liable for failure to deliver exhibition space as a result of building inaccessibility due to acts of God, fire, strikes, public enemy, the authority of the law, or any other causes beyond Ascendant's control.

You will be allowed access to the space allocated before and after the show hours to allow for the installation and the removal of exhibits. If you fail to remove any part of your exhibit part, removal will be arranged by the hotel at your expense.

Each exhibiting space will consist of one table 6 feet by 30 inches. Ascendant does not permit the sharing of space between exhibitors. No additional space will be granted under any circumstances. All displays must be table top displays, or similar style, no larger than 6 feet in width. Any vendor not in compliance may forfeit their space and will not be reimbursed.

You must arrange for additional requirements (internet connections, electric, phone hookup, etc.) directly with the hotel which will bill you directly for such extras.

Ascendant reserves the right to terminate this contract and withhold exhibitor space from you if you fail to adhere to the conditions and terms of this contract, including but not limited to the exhibit size limitation. Ascendant reserves the right to make such changes, amendments, and additions to these Exhibitors Terms and Conditions as it shall deem necessary and its decision will be final.

In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

Each exhibitor will be required to hold Ascendant and the hotel harmless from any claims arising from its activities. You hereby agree to indemnify and hold harmless Ascendant, its agents, sponsors, volunteers and the hotel against any and all claims Ascendant, suits, losses, costs, legal

fees, and liabilities of whatever nature and however arising incurred or suffered by Ascendant directly or indirectly by reason of any act or omission which you commit in breach of these terms and conditions and the obligations and warranties contained in them.

Ascendant Compliance Management reserves the right to decline conference attendance to non-financial firm persons. Ascendant's conferences are designed to provide an educational atmosphere for compliance, operations and business professionals.

To foster this atmosphere, potential exhibitors and sponsors may register as attendees for Ascendant conferences only in limited circumstances. To recognize the financial benefit to potential sponsors and exhibitors, attendees deemed to be potential sponsors or exhibitors may register for attendance only with a minimum financial commitment of \$3000. This minimum financial commitment may be met through any combination of registration fee, sponsorship commitment or exhibitor fee that is available.

In addition, Ascendant requires such attendees to refrain from soliciting clients in the Exhibitor area at the conference. Violation of this Exhibitor-area non-solicitation policy will result in a request for such attendee to leave the conference area and to not attend any further conference events. No refund will be provided.

In consideration of the services to be provided under this Agreement, Company will pay the fees set forth in the Terms of Business attached to this contract. The appropriate fee (deposit), as indicated in the Terms of Business must be submitted with this Agreement and is not refundable.

COMPANY:

ADDRESS

CITY/STATE/ZIP:

TELEPHONE:

E-MAIL:

COMPANY CONTACT PERSON:

Ascendant CONTACT:

SERVICES: Exhibiting/ Sponsoring

The services to be provided are set forth in the Terms of Business attached.

Company:

**Signed for and on behalf of
Ascendant Compliance Management**

Authorized Officer, Member or Partner

Authorized Officer

Title

Title

Printed Name

Printed Name

Date

Date

TERMS OF BUSINESS

SERVICE	FEE
<p style="text-align: center;">Ascendant Compliance Management Exhibiting Agreement San Antonio, March 2012</p> <p>Exhibitor Package Benefits:</p> <ul style="list-style-type: none"> • Prominent booth placement to maximize traffic • Two booth representatives with access to all sessions • Attendee list for one pre or post conference mailing • Placement of your company logo on the Ascendant San Antonio Conference webpage as a link to your website • Your companies name and link on email marketing blasts to over 100,000 • Full page product/service ad in the conference workbook • Recognition from the podium • Company signage located in prominent positions • Network with attendees at all conference meals and receptions <p>Compliance Solutions Partners Speaking Opportunity: 3 minutes to describe your business from the podium to all conference attendees</p> <p><u>6 foot Booth Only</u> <u>Cost:</u></p> <p>*If contract is signed before December 31, 2011 the exhibitor is entitled to deduct \$1,000. Total fee due \$5,000, which can be paid in January 2012. Until payment is received Ascendant reserves the right to offer this space to other interested parties.</p>	<p>\$6,000*</p>

Company:

**Signed for and on behalf of
Ascendant Compliance Management**

Authorized Officer, Member or Partner

Authorized Officer

Title

Title

Printed Name

Printed Name

Date

Date