

Please print or type clearly, review and initial Terms and Conditions, sign and return.

Company Information

Company: _____ URL: _____

Event Contact: _____ Email: _____

Billing Contact: _____ Email: _____

Billing Address: _____

City: _____ State: _____ Zip/Postal Code: _____

Country: _____ Phone: _____ Fax: _____

Purchase order required? No _____ Yes _____ If Yes, PO# _____

Mastery Business Plan Sponsorships

- | | | |
|--------------------------|--------------------|----------|
| <input type="checkbox"/> | Title sponsorship | \$10,000 |
| <input type="checkbox"/> | Gold sponsorship | \$5,000 |
| <input type="checkbox"/> | Silver sponsorship | \$2,500 |
| <input type="checkbox"/> | Booth sponsorship | \$950 |

Billing and Invoicing

Invoices:

You will receive an invoice within 7 days of the date this application is received.

Payment Terms:

Exhibit space fees plus any applicable taxes are due 90 days prior to the first day of Mastery Business Plan Online. Space is not guaranteed until payment is received in full.

Acceptance of Terms

I certify that I am authorized to sign and enter into this agreement and contract for exhibit space on behalf of my company.

Signature - Company Representative

Title

Print Name

Date

Signature - MSS Representative

Print Name

Date

Terms and Conditions

In consideration of the payment of fees set forth on Page 1 of this Application and Contract for Exhibit Space, Mortgage Success Source (MSS) shall provide to _____ (Exhibitor) the Event, subject to the following terms and conditions.

1. Certain Definitions

- "Event" shall mean Mastery Business Plan Online, November 17-19, 2009, hosted by MSS.
- "Event Manager" shall be a member of the MSS team appointed to manage an Event.
- "Agreement" shall mean the Application and Contract for Exhibit Space.
- "Exhibitor" shall mean the exhibiting company entering into this Agreement.
- "Booth(s)" shall mean the space designated toward promotion of Exhibitor in our Mastery Business Plan Online space.
- "Live Operation" shall mean Event hours and conference session broadcasting times.
- "Standard Operation" shall mean all times which are not Live Operation.
- "Standard Business Hours" shall mean Monday through Friday, 8:30 am to 5:30 pm, Eastern Standard Time, excluding official US National Holidays.

2. Licenses & Proprietary Rights

Subject to the terms and conditions of this Agreement, MSS hereby grants to Exhibitor, a non-exclusive, royalty-free license to use the MSS IP solely as necessary for Exhibitor to use and attend the Event provided hereunder. Subject to the foregoing, MSS retains all right, title and interests in and to the MSS IP. "MSS IP" means any and all concepts, methodologies, trade secrets and related writings or works of authorship and other intellectual property rights that consist of and underlie the Event, excluding any and all Exhibitor Content. "Exhibitor Content" means any and all information, data, images, files, marks and any other content that Exhibitor, sponsor(s), exhibitor(s) or users/attendees of the Event provided to MSS that is used or received in connection with the Event. Subject to the terms and conditions of this Agreement, Exhibitor hereby grants to MSS, a worldwide, non-exclusive, royalty-free license to use the Exhibitor Content solely as necessary for MSS to provide the Event hereunder. Subject to the foregoing, Exhibitor retains all right, title and interest in and to the Exhibitor Content.

3. Mutual Indemnification

MSS shall indemnify and hold harmless Exhibitor from and against any loss, cost, liability, or expense (including court costs and the reasonable fees of attorneys) arising from or relating to any third party claim that Exhibitor infringes any proprietary rights of such third party as a result of the Event provided by this Agreement (except to the extent such claim is based on Exhibitor Content). In the event of any such claim, Exhibitor agrees to notify MSS promptly of the claim in writing and permit MSS, at MSS's sole expense, to participate in the defense thereof with counsel of MSS's choosing, subject to Exhibitor's supervision and control. Exhibitor shall indemnify and hold harmless MSS from and against any loss, cost, liability, or expense (including court costs and the reasonable fees of attorneys) arising from or relating to any third party claim that MSS infringes any proprietary rights of such third party as a result of the Exhibitor Content provided under this Agreement. In the event of any such claim, MSS agrees to notify Exhibitor promptly of the claim in writing and permit Exhibitor, at Exhibitor's sole expense, to participate in the defense thereof with counsel of Exhibitor's choosing, subject to MSS's supervision and control.

4. MSS and Exhibitor Responsibilities

MSS is responsible for (i) promotion and marketing of the Event to those who will be attending the Event provided hereunder, (ii) any sponsorship activity (including sales) with respect to the Event, and (iii) providing attendees with content relevant to the Event. A Booth building tool and training documentation will be provided by MSS, however, the customization and maintenance of any booths is the responsibility of Exhibitor. The Exhibitor may not use the Event in any manner that (a) infringes, violates or misappropriates any third party's intellectual property rights, (b) in any manner that might be libelous or defamatory or malicious or harmful to any person or entity, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation or age, (c) or to engage or promote illegal activities. Exhibitor must comply with MSS branding guidelines in their marketing materials exhibited in their Booth.

5. Customer Support

MSS supports customer service calls and service requests through e-mail and telephone communications during Standard Business Hours. Additional technical support is escalated through Event Managers during Standard Operation and accessible directly through email and telephone during Live Operation. Exhibitor shall contact MSS support as early as possible to enable an efficient and prompt resolution process. Exhibitor must provide case-specific data, including (depending on the nature of the case): caller name, caller email, caller telephone number, a short narrative description of the case, and any additional case specific information as may be needed.

6. Confidentiality

"Confidential Information" means any information supplied by or received from one party to or by the other, prior to the beginning and during the Term (see the Term & Termination paragraph below) of this Agreement that would be reasonably construed to be confidential, whether in tangible or intangible form. Neither party will disclose any Confidential Information of the other party or make any Confidential Information of the other party available in any form, other than to employees or independent contractors of a party with a need to know and only those who have agreed in writing to maintain the confidentiality of such Confidential Information. Each party represents that it shall use the same degree of care in maintaining the confidentiality of the Confidential Information of the other party as it uses with respect to its own information that is regarded as confidential and/or proprietary by the other party, but in any case shall at least use reasonable care. The obligations of confidentiality and protection required hereunder shall survive the expiration, termination or cancellation of this Agreement. The obligations set forth in this paragraph shall not apply to any information that: (i) was in the receiving party's possession before receipt from the party requesting confidentiality and is not otherwise known by the receiving party to be the subject of an obligation of confidentiality; (ii) is or becomes a matter of public knowledge other than as a result of any action or inaction of the receiving party; (iii) is rightfully received by the receiving party from a third party not under any duty of confidentiality with respect thereto; (iv) is independently developed by or on behalf of the receiving party without any use of the other party's Confidential Information; or (v) is required by law or order of a court of competent jurisdiction to be disclosed; provided that the party from whom disclosure is sought agrees to cooperate with the other party to the extent the latter may seek to limit such disclosure.

7. Term & Termination

This Agreement shall become binding upon acceptance by an authorized MSS representative and shall continue until MSS has provided the Event in its entirety (i.e., thirty (30) days after the Event launch date), or until one of the parties terminates this Agreement, as provided for below. This Agreement may be terminated at any time by either party, effective immediately upon notice, if the other party (a) becomes insolvent, (b) files a petition of bankruptcy that is not dismissed in ninety (90) days of commencement, (c) makes an assignment for the benefit of its creditors, or (d) breaches any of its material obligations under this Agreement and the breach is not remedied within thirty (30) days from receipt of written notice of such breach. If Exhibitor wishes to cancel or terminate the Event, Exhibitor shall incur fees as outlined within the Event Exhibit Space Fee section. Notwithstanding the expiration or termination of this Agreement, it is acknowledged that those rights and obligations that by their nature are intended to survive such expiration or earlier termination will survive, including, without limitation, the following sections: Confidentiality, ownership provisions regarding intellectual property, Mutual Indemnification, and Limitation of Liability.

8. Event Exhibit Space Fee

The Event Exhibit Space Fee per Booth unit includes space selected in the Mastery Business Plan Online Participation Level on page 1, plus access to the main conference floor to the upload Exhibitor's marketing materials. All other expenses are the responsibility of the Exhibitor. The Mastery Business Plan Online Exhibit Space Fee, plus any applicable taxes, are due in full (100%) thirty (30) days prior to the first day of the Event.

CANCELLATION: In the event Exhibitor cancels all or part of the exhibit space, the following provisions shall apply: (i) if written notice of cancellation is received by MSS at least thirty (30) days prior to the first day of the Event, Exhibitor shall pay a cancellation fee equal to one-half (50%) of the total Event Exhibit Space Fee; (ii) if written notice of cancellation is received by MSS less than thirty (30) days prior to the first day of the Event, Exhibitor shall pay full amount of the total Event Exhibit Space Fee; and (iii) all cancellation fees are payable immediately upon cancellation.

All payments, not withstanding payment(s) received thirty (30) days' written notice to cancel as stated above in the CANCELLATION paragraph, made to MSS under this Agreement, are deemed fully earned and non-refundable and made in consideration for expenses incurred by MSS and MSS's lost or deferred opportunity to provide exhibit space to others, and all cancellation fees that may become due hereunder are acknowledged by Exhibitor to constitute liquidated damages. MSS reserves the right to cancel Exhibit Hall or to terminate this Agreement for any reason at any time upon written notice to Exhibitor. Upon cancellation or termination by MSS, MSS's sole liability to Exhibitor, and Exhibitor's exclusive remedy, shall be a refund of any Exhibit Space Fees paid by Exhibitor under this Contract.

9. Warranty Disclaimer

MSS makes no express, implied, or statutory warranties, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, quality of service, title, and noninfringement. MSS specifically disclaims any warranty that the event or the security thereof will be uninterrupted or error-free, or that all defects will be corrected.

10. Limitation of Liability

Under no circumstances shall MSS be liable for the content, accuracy or quality of the data transmitted through the event. Exhibitor's sole and exclusive remedy and MSS's entire liability for a breach of any of its obligations under this agreement or any claim related to the event shall be, at MSS's option, repair, replacement, or credit. To the fullest extent permitted by applicable law, the total aggregate liability of MSS under this agreement shall be limited to the fees paid by Exhibitor, per applicable event. In no event shall MSS be liable for any third party claim or for any incidental, indirect, consequential, punitive or special damages of any nature arising under or in connection with this agreement or any breach thereof, of any nature whatsoever (including without limitation loss of profits, data, business or goodwill), regardless of whether such liability is based on breach of contract, tort or otherwise, and even if advised of the likelihood of such damages. The limited remedies set forth herein shall apply regardless of a failure of essential purpose.

11. Miscellaneous

This Agreement may not be assigned by either party without the prior written consent of the other party; provided, however, that either party may assign its rights under this Agreement to a parent, affiliate, subsidiary, or successor to its business, if any, upon prior written notice to the other party provided that, in the case of Exhibitor, such assignment does not result in material changes to the number of attendees or other requirements. MSS will not be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God, or any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, failures or delays in transportation or communications, or any act or failure to act by Exhibitor, its employees, agents, or contractors. The parties will promptly inform and consult with each other as to any of the above causes that, in their judgment, may or could be the cause of a substantial delay in the performance of this Agreement. This Agreement shall be governed by the laws of the State of New Jersey, without reference to its conflicts of laws provisions. Furthermore, for all disputes that may arise as between the parties, the parties agree to submit to the exclusive jurisdiction of an appropriate court in the State of New Jersey. Neither party shall represent itself as the agent or legal representative of the other party for any purpose whatsoever, and shall have no right to create or assume any obligation of any kind, express or implied, for or on behalf of the other party in any way whatsoever. This Agreement shall not create or be deemed to create any agency, partnership or joint venture between the parties. The headings appearing at the beginning of several sections contained in this Agreement have been inserted for identification and reference purposes only and must not be used to construe or interpret this Agreement. This Agreement, including any exhibits and Statements of Work, constitutes the entire agreement between the parties with respect to the subject matter herein, and it supersedes all prior and contemporaneous communications and proposals, whether oral or written, between the parties with respect to such subject matter. If any provision of this Agreement is held invalid or unenforceable, such provision shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intention of the parties, and the remaining provisions shall remain in full force and effect.

Initials: _____