

BABYTIME EXPO EXHIBITOR RULES AND REGULATIONS

Definitions

Babytime Expo is owned and produced by ConvExx, LLC. Babytime Expo provides a marketplace for information, products, and services to new and prospective parents and families. ConvExx, LLC is hereinafter referred to as "Show Management". Babytime Expo is hereinafter referred to as "Show". "Exhibitor" means the applicant identified on the front of this Agreement hereof; "Facility" means the facility in which the Show is conducted; "Exhibit space" and/or "booth" means the space assigned by Show Management for use by Exhibitor at the Show.

General Agreement

Applications for rental of exhibit space shall be subject to the approval of Show Management and Show Management reserves the right to reject applications for space with or without cause, if in the best interest of the Show. Upon acceptance of the Agreement by Show Management in writing, it shall be a legally binding agreement between the Exhibitor and Show Management. Show Management reserves the right to interpret this Agreement and to adopt further regulations as may be deemed necessary by it for the general success of the Show, including but not limited to, the conditions, rules and regulations stated herein. Exhibitor agrees to accept show information sent by Show Management via e-mail, fax or any other method of communication.

Exhibit Space

Show Management will use reasonable efforts to accommodate booth location requests as noted on this Agreement; however exhibit booth location requests are not guaranteed. Show Management shall have the right, in its sole discretion, to change or cancel Exhibitor's booth assignment after the acceptance of this agreement, if it is deemed to be in the best interest of the Show or deemed to be necessary by Show Management. Show Management will make reasonable efforts to ensure that any reassignment will be to an Exhibit Space which is of the same general style and size as Exhibitor's original space.

Cancellation

Cancellation of all or a portion of any exhibit space must be made in writing. All cancellations, withdrawals or requests for reduction in space, as applicable, shall be the date of receipt by Show Management. Show Management shall withhold twenty five percent (25%) of the total exhibit space cost as an administrative fee for cancellation of all or any part of the confirmed exhibit space more than sixty (60) days prior to the applicable Show. In the event of any cancellation within sixty (60) days of the applicable Show, Exhibitor shall remain responsible for the full payment of the Exhibit space rental, including all costs and attorneys fees incidental to the collection of the same. If reduction in space is requested, Exhibitor's Exhibit space on the Show floor may be moved in the sole discretion of Show Management. In the event Exhibitor fails to make payment in full and in a timely manner, or fails in any respect to comply with all the terms in this Agreement, Show Management reserves the right to cancel this Agreement with or without notice to Exhibitor and all rights of Exhibitor hereunder shall immediately cease and terminate. Any and all payments made by Exhibitor may be retained by Show Management as liquidated damages for breach of this Agreement. In the event Exhibitor fails to make any payment, Show Management shall have the right, but not the obligation, to rent the subject Exhibit space to another exhibitor prior to the Show without any rebate or allowance whatsoever to the Exhibitor, and without in any way releasing said Exhibitor from any liability hereunder, and said Exhibitor expressly agrees to pay Show Management the full sum set forth on the Agreement. Exhibitor acknowledges that Exhibitor's failure to appear at the Show does not release the Exhibitor from responsibility for payment of the full cost of the Exhibit space rental.

Operation and Conduct

Show Management reserves the right to decline, prohibit or expel any exhibit or any part of an exhibit, or item or feature thereof which in its judgment is deemed objectionable, inappropriate, or out of keeping with the character of the Show, whether due to actual or perceived conflicts. This reservation is all inclusive as to persons, printed materials, products, conduct, sound levels, etc. Balloons are prohibited, unless approved in advance and in writing by Show Management and subject to the rules and regulations of the Facility. Neon or other gas based signs are prohibited. Noisy or obstructive exhibits or activities producing objectionable noises or odors are prohibited. Sound amplifying devices may be used and operated only at a maximum of 85 decibels. Distribution of advertising material and solicitations of any sort shall be restricted to the Exhibitor's booth. Exhibitors shall not assign, sublet, lease, license, or otherwise share or reallocate exhibit space, without full written disclosure to Show Management and receiving prior written permission by Show Management, which may be arbitrarily withheld. All exhibit structures must be in strict compliance with the specific dimensions and restrictions provided to Exhibitor by Show Management. All demonstrations by Exhibitor must be located so that assembled crowds are within the Exhibitor's space and not blocking any aisle or neighboring booth. Any space not occupied by Exhibitor at the time set for completion of displays may be reassigned at the discretion of Show Management, in which case all amounts paid or payable by Exhibitor will be forfeited. Exhibitor agrees to keep its exhibit open and staffed at all times during Show hours. Show Management shall not be liable to or responsible for any losses, damages, or expenses directly or indirectly incurred by Exhibitor. In the event of any objection, restriction or prohibition, or eviction, Show Management shall not be liable to or responsible for any losses, damages, or expenses directly or indirectly incurred by Exhibitors. Nothing shall be adhered to, or tacked, nailed, screwed, or otherwise attached to the columns, walls, floors or other parts of the Facility exhibit area, without permission from the proper building authority. Packing, unpacking and assembly of exhibits shall be done only in designated areas and in conformity with directions of Show Management, Facility management, or their assistants.

Safety

All display materials used for decoration must be flameproof. All electrical wiring, electrical equipment or devices, used in, about or on Exhibits must be in good condition and able to pass fire and/or electrical inspection, as well as conform to all federal, state, municipal and any other applicable codes or laws. All hazardous items must be properly safeguarded, protected, registered and/or avoided in accordance with all applicable federal, state, municipal and any other applicable codes, regulations or laws. Exhibitor's materials or products may not block access to exhibit or cover electrical wires or outlets. Exhibitors shall cooperate responsibly with all local ordinances and Facility management rules regarding health, fire prevention and public safety. If inspection of an Exhibitor's

Exhibit discloses a failure to comply with any applicable code or regulation, or if Show Management determines that all or part of an exhibit presents a fire or safety hazard, Show Management may cause the removal of all or a portion of such exhibit at the Exhibitor's expense. Exhibitor accepts full and sole responsibility for any and all damage, fees, fines, or costs associated with failure to comply with any safety rules and requirements.

Responsibilities of Exhibitors

Exhibitor shall comply with each and every term of this Agreement, as well as applicable rules, regulations, guidelines, by-laws, ordinances, or regulations of any town, city, state, administrative, regulatory or governing body. Exhibitor acknowledges that Show Management shall make the final decision with regard to the implementation and/or enforcement of any contract term, or applicable rule or regulation. Exhibitor is responsible for payment for labor, equipment, and services (other than general heat, lighting and air conditioning) ordered at the request of Exhibitor from service contractors, including but not limited to electricians, decorators, shippers, material handling companies, cleaning services, etc. Exhibitor shall at all times observe the labor laws of the jurisdiction in which the Show is located. Furthermore, Exhibitor agrees to obtain at its sole expense any licenses or permits from governmental bodies which may be required for the operation of Exhibitor's trade or business during the Show and Exhibitor agrees to pay all taxes, including all sales taxes, and fines that may be levied or due as the result of the Exhibitor's Exhibit at the Show. Show Management is not responsible or liable for any promotional schemes undertaken by Exhibitor. Any Exhibitor not complying with the rules and regulations shall be required to dismantle its exhibit and shall vacate the premise forthwith. In such event, no refund will be given to Exhibitor, and Show Management shall not be responsible for any damages, costs or losses suffered by Exhibitor.

Limit of Liability

Exhibitor agrees that Show Management, Show Management's service contractors, the Facility and their representatives, employees and agents are not liable for any injury or damage that may occur to Exhibitor, or to Exhibitor's employees, agents, guests or property from any cause whatsoever, prior to, during or subsequent to the period covered by this Agreement. Exhibitor assumes responsibility and agrees to protect, indemnify, defend, save and hold harmless Show Management and its corporate agents, officers and employees against all claims, liabilities, losses, damages, governmental charges, and costs (including attorneys' fees) arising out of, caused by, or relating to (1) Exhibitor's installation, removal, maintenance, occupancy, or use of the Show's premises or any part thereof; (2) any act or omission to act of Exhibitor or its guests, invitees, employees, agent, or contractors; (3) the use of any patents, trademarks, copyrights, or other intellectual property rights owned by a third party; (4) any breach by Exhibitor of its obligations under this Agreement, or (5) any other claims or expenses arising out of the Facility. Exhibitor assumes responsibility or liability for losses, damages and claims arising out of injury or damage to, or caused by Exhibitor's displays, equipment, employees or representatives. Exhibitor agrees to pay promptly for any and all damage to the Facility or its equipment, incurred through carelessness or otherwise, caused by the Exhibitor, its employees, agents, contractors or representatives. Exhibitor acknowledges that Show Management does not maintain insurance covering damage, destruction or loss of Exhibitor's property and Show Management assumes no responsibility for loss or damage to the Exhibitor's property. Accordingly, it is the sole responsibility of the Exhibitor to obtain any and all insurance they deem necessary for covering any losses, damage or destruction of said persons or property. Regardless of failure of exhibit material arrival, or damage of exhibit materials, Exhibitor is responsible for the full cost of the Exhibit rental and no refund shall be forthcoming. Exhibitor expressly holds Show Management harmless and hereby expressly releases Show Management from any and all claims and actions including without limitation, claims, and actions arising out of the postponement or cancellation of the Show, and claims and actions directly or indirectly related to any loss, damage or injury incurred by Exhibitor or Exhibitor's guests, invitees, agents, servants, contractors, or employees. In no event shall Show Management or any of its affiliates be liable for any special, incidental, indirect, punitive, or consequential damages arising out of or in connection with this Agreement. Notwithstanding the foregoing, the maximum liability of Show Management and its affiliates and Exhibitor's remedy for any claim of loss or damage arising from or related to this Agreement, regardless of the form of action, whether arising out of any tort, contract, legal or equitable claim or cause of action whether cumulative or singular, joint or several, shall be limited to one-half of the fees paid to Show Management hereunder.

Cancellation or Change of Show Venue

If Facility becomes unfit for occupancy or substantially interfered with due to any cause not within the control of Show Management, the Show may, at the sole discretion of Show Management, be cancelled, relocated, or delayed. Exhibitor understands and acknowledges that Show Management shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising out of causes not reasonably within the control of Show Management. Should Show Management cancel, relocate, and/or delay the Show pursuant to any condition not under the control of Show Management, Exhibitor hereby waives any and all claims for injury, loss or damage arising therefrom.

Miscellaneous

Show Management shall have sole control over admission policies at all times. Exhibitor acknowledges and agrees that Show Management makes no representation or warranties with respect to the number of Show attendees, or the demographic nature of such attendance. Exhibitor agrees that Show Management will not be liable in the event of any errors or omissions in the Show's program listing or in any related materials. If any provision or portion of this Agreement is found to be unenforceable by a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible so as to affect the intent of the parties and the remainder of this Agreement will continue in full force and effect. This Agreement shall be governed by Nevada law, without application of its conflict of laws principles. Any suit relating to this Agreement shall be instituted in a state or federal court in Nevada, and the parties submit to the jurisdiction of any such court.