

# WIRELESS DEALER EXPO

**WDM**  
Corporate  
Headquarters

1217 Prince Street  
Houston, TX 77008  
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SAN DIEGO CONVENTION CENTER, OCTOBER 8<sup>th</sup> & 9<sup>th</sup>, 2009

## 2009 WDM EXPO EXHIBIT SPACE AGREEMENT

Booth contracts will be assigned on a first-come, first-served space available basis once payment for your booth has been received. This Agreement for exhibit space at the Expo (herein "Expo 2009") between and your company (Exhibitor) will become effective upon written acceptance by Expo 2009. It includes the terms on both sides of this page.

**NOTE:** Please review & sign this document. This signed document constitutes a binding legal agreement. Expo agrees to review your Exhibitor Information and assign your company space, if available, consistent with show eligibility requirements and policies. By the above signature, the individual signing this document represents and warrants that he/she is duly authorized to execute this binding contract on behalf of the Exhibitor. The Exhibitor agrees to be bound by the information and terms herein.

### EXHIBITOR INFORMATION

Company Name:		Exhibitor or Attendee:	
Business Type:		Number of Locations:	
Business Address:		Suite #	
City:	State/Province:	Zip:	
Country:			
First Name:	Title:		
Last Name:	Email Address:		
Work Number:	Web Address:		
Mobile Number:	Signature:		
Fax Number:	Date:		

**EXHIBIT SPACE COSTS:** Exhibit space rate is \$39.99 per square foot. Booth sizes are 100, 200, 400, 600, and 900 square feet. Refer to the enclosed floor plan and list three space choices in order of preference. Space requests are for guidance purposes only and are not guaranteed. Final assignments of booth space will be made by the Promoter, who may consider, among other matters: 1.) the date of receipt of the Exhibitor's completed application and full payment of the rental fee; 2.) the size and configuration of the space requested; and 3.) the location of competing exhibitors. Expo will not process illegible, incomplete or unsigned Agreements. A "good faith", non-refundable deposit of 50% of total booth cost is payable upon signing of contract. Balance due is required within (30) thirty days or by July 11, 2009, whichever comes first. For contracts signed after July 11, 2009, the full non-refundable amount is due upon signage. Any contracts signed after July 11, 2009 cannot be cancelled.

### COMPANY SPACE REQUEST

We require: \_\_\_\_\_ square feet of exhibit space  
 1st Choice: \_\_\_\_\_  
 2nd Choice: \_\_\_\_\_  
 3rd Choice: \_\_\_\_\_  
 4th Choice: \_\_\_\_\_

### METHOD OF PAYMENT

<input type="checkbox"/> Check	<input type="checkbox"/> Cash	<input type="checkbox"/> Visa
<input type="checkbox"/> MasterCard	<input type="checkbox"/> American Express	<input type="checkbox"/> Discover
Name of Card Holder:		Expiration Date:
Card Number:		Security Number ###
Total Cost:		

### EXHIBIT PRODUCT CATEGORIES

- |                                                        |                                                    |                                                              |                                                            |
|--------------------------------------------------------|----------------------------------------------------|--------------------------------------------------------------|------------------------------------------------------------|
| <input type="checkbox"/> Advertising Agency            | <input type="checkbox"/> Long Distance Provider    | <input type="checkbox"/> Prepaid Wireless                    | <input type="checkbox"/> Professional Services: Taxation   |
| <input type="checkbox"/> Agent Program                 | <input type="checkbox"/> Long Distance Reseller    | <input type="checkbox"/> Printer                             | <input type="checkbox"/> Professional Services: Translator |
| <input type="checkbox"/> Association                   | <input type="checkbox"/> Network Marketing Company | <input type="checkbox"/> Printing Equipment                  | <input type="checkbox"/> Promotional Issuer                |
| <input type="checkbox"/> Collectible Issuer            | <input type="checkbox"/> Packager                  | <input type="checkbox"/> Professional Services: Agent        | <input type="checkbox"/> Retail Issuer                     |
| <input type="checkbox"/> Customer Reward Programs      | <input type="checkbox"/> POS Terminals, Equipment  | <input type="checkbox"/> Professional Services: Billing Co.  | <input type="checkbox"/> Service Bureau                    |
| <input type="checkbox"/> Debit Card/Payphone Equipment | <input type="checkbox"/> Activation                | <input type="checkbox"/> Professional Services: Software     | <input type="checkbox"/> Stored Value Cards                |
| <input type="checkbox"/> Fund Raising Issuer           | <input type="checkbox"/> Prepaid Billing Systems   | <input type="checkbox"/> Professional Services: Consulting   | <input type="checkbox"/> Switches & Platforms              |
| <input type="checkbox"/> Graphic Design                | <input type="checkbox"/> Prepaid Calling Cards     | <input type="checkbox"/> Professional Services: Finance      | <input type="checkbox"/> Vending Equipment & Supplies      |
| <input type="checkbox"/> Internet Telephony            | <input type="checkbox"/> Prepaid Dial Tone         | <input type="checkbox"/> Professional Services: Legal/Patent | <input type="checkbox"/> Voice-Over IP                     |
| <input type="checkbox"/> Licensing Agent               | <input type="checkbox"/> Prepaid Products Provider | <input type="checkbox"/> Professional Services: Regulation   | <input type="checkbox"/> Other                             |

# WDM EXPO 2009 CONTRACT

1. **AGREEMENT:** The Exhibitor hereby agrees to abide by these Rules and Regulations. The Exhibitor hereby agrees that the laws of the state of Texas shall control the construction and enforceability of this contract and hereby consents to the jurisdiction of the state of Texas courts. The parties agree to venue in Houston, Harris County, Texas. This Agreement, with attachments hereto, if any, constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing and signed by Exhibitor and Expo.
2. **SITE:** The Expo will take place at The San Diego Convention Center, October 8<sup>th</sup> & 9<sup>th</sup>, 2009. All exhibits must be fully set-up by 6:00p.m., October 7<sup>th</sup>, 2009. Booth space not occupied by October 7<sup>th</sup> 2009 at 6:00 p.m., will revert to Expo. No refunds will be made to any Exhibitor for space assigned and not occupied.
3. **ASSIGNMENT OF EXHIBIT SPACE:** Expo will be assigned on first-come, first-served basis. The Management reserves the right to relocate exhibit areas or reconfigure the exhibition area for the betterment of the show as Management, in its sole discretion, may deem necessary. Space assignments may be revoked or changed at any time should infractions of this Agreement or the Exhibition rules occur. This contract may not be transferred or assigned without consent of Expo Management. Space assigned is predicated on all previous account balances being current and paid in full. Exhibitors with past-due accounts must be paid in full thirty (30) days prior to the date of the show; otherwise, such nonperformance or nonpayment is deemed a cancellation by the Exhibitor thereby excusing the performance of Expo to provide space. The booth assigned with the contract is for the contracted exhibitor only. Booth sharing with other companies is not allowed. All exhibitor badges issued per 10x10 space are for the contracted exhibitor only.
4. **TERMS OF PAYMENT:** Applications/Contracts must have the appropriate payment for processing, based on requested square footage. Late payments, partial payments or any payments marked as being payment in full or as being settlement of any dispute may be accepted without forfeiting Expo rights under this agreement or the law. Exhibitors who submit payments that are unpaid by their banks will be placed on a cash basis. Any exhibitor who does not meet all financial obligations when due will be responsible for all outstanding debts, interest at 1.5 percent per month and any costs, expenses, and fees Expo incurs to recover the debt, including attorneys' fees. There will be a \$25 charge for each returned check. Payments submitted with Agreement for space in Expo will first be applied to any outstanding balances from previous Expo. Agreements for Expo will not be processed until all prior financial obligations have been met.
5. **CANCELLATION BY EXHIBITOR:** It is further agreed that actual occupancy of the space reserved by the Exhibitor is of the essence. If the Exhibitor does not occupy space by October 13, 2009, Expo may occupy or cause said space to be occupied as it may deem best for the interest of Expo with-out in any way releasing the Exhibitor from any liability hereunder. Furthermore, if the Exhibitor does not occupy/staff the space, all rights of an Expo Exhibitor such as press room distribution, Promotional Opportunities, etc. will be revoked. Both the Exhibitor and Expo acknowledge that Expo will sustain certain losses if the Exhibitor cancels its Exhibit Space Agreement after it has been assigned space. Even though Expo will exercise its best efforts to resell canceled space, the parties agree that Expo will nevertheless incur substantial losses that cannot be precisely determined. Due to the difficulty of determining and providing said losses, the Exhibitor agrees to pay the following amounts as liquidated damages if the Exhibitor cancels its exhibit space on or within the time periods specified below:  
  
The Exhibitor has until July 11, 2009 to cancel all, or part, of the exhibit space contracted for hereunder and will receive a full refund less \$100.00 administrative/cancellation fee. All cancellations must be submitted in writing via certified mail to Expo. No refunds will be provided for cancellations postmarked after July 11, 2009. All cancellation fees that become due hereunder are acknowledged by the Exhibitor as liquidated damages and are not applicable toward any future Expo sponsored shows or events. Any contracts signed after July 11, 2009 may not be canceled.
6. **CANCELLATION BY SHOW:** Exhibitor space may be canceled by Expo for failure to make payments when due or failure to comply with Expo regulations. If space is canceled by Expo, all payments on account will be forfeited and Expo may lease such canceled space to another exhibitor at its discretion.
7. **ATTENDANCE:** Expo makes reasonable attempts to attract attendees but does not guarantee specific levels of attendance at the Expo or any location at the expo. Expo makes no warranties, expressed or implied, or guarantees regarding attendance at Expo.
8. **REGULATIONS:** It is further agreed that all Expo conditions and regulations are made a part thereof as though fully incorporated herein. Expo shall have full and exclusive power in the matter of the interpretation, amendment and enforcement of all said conditions and regulations, and any such amendments when made and brought to the notice of said Exhibitor shall be as though duly incorporated herein and subject to the terms and conditions herein set forth. If a dispute or disagreement shall arise between the parties concerning the allotment of or permitted use of exhibition space or concerning interpretation of any of the regulations which are part thereof, the decision and interpretation of Expo shall be final and the Exhibitor hereby agrees to abide by said interpretation which, if requested shall be in writing. It is further agreed that in case said premises shall be destroyed by fire or the elements, or by any other cause, or in case of Government intervention or regulation, military activity, strikes, or any other circumstances make it impossible or inadvisable for Expo to hold the Show or portion thereof at the date, time and place provided, this agreement shall terminate and the said Exhibitor shall and does hereby waive any claim for property or other damage or compensation except for a pro rated return on the amount paid after deduction of actual expenses incurred in connection with the Show and there shall be no further liability on the part of either group.
9. **MEDIATION:** In the event that a claim, dispute, or controversy arises out of or in relation to the performance, application, or enforcement of this agreement, including but not limited to the breach thereof, that cannot be resolved by negotiation between the parties, the parties agree to use the services of a mediator(s) in a good faith attempt to resolve their differences. The claim, dispute, or controversy shall be referred to mediation before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration. The parties shall select a Mediator who is a member of the Association of Attorney-Mediators. In the event the parties are unable to agree on a Mediator, mediation services shall be provided by a Mediator who is Certified by the Texas Mediators Credentialing Association. The mediation shall take place in Houston, Texas and each party shall pay one half (1/2) of the cost of the mediation.
10. **EXHIBIT SPACE AMENDMENTS:** This Agreement indicates your original exhibit space assignment. Any changes to your assignment will be indicated to you on a contract addendum.
11. **OPERATION OF EXHIBITS:** Exhibits must be designed and operated in a manner that respects the rights of other exhibitors and visitors. The following are prohibited: preparation of food, promotional contests that require physical skill, unauthorized taking of photographs, derogatory advertisements of other exhibitors, competitors or like mannered businesses. Personnel must be dressed appropriately and confine their activities to the booth space of the Exhibitor by whom employed. Exhibitors are responsible for payment of fees, royalties or fines for use of work that is protected by copyright, patent or trademark. Expo, in its sole discretion, reserves the right to prohibit promotional plans found objectionable. Booths must be staffed at all times during scheduled exhibit hours. Unless prior written permission is received from Expo, booth personnel must be 18 years of age or older.
12. **CONTENT:** Expo reserves the right to exclude the showing of products in the exhibit area which are deemed objectionable, including explicit or simulated sex and nudity. Any exhibitor with adult themed products may not publicly display these cards but may show them privately to any attendee who requests to see them and is over the age of 21.
13. **ASCAP/BMI:** Exhibitors are responsible for all applicable ASCAP/BMI music licensing fees.
14. **SECURITY:** In no case will Expo be responsible for theft, loss or damage to Exhibitor's product or booth. Exhibitor agrees that it is wholly responsible for protecting its property on an off Show premises. Exhibitors are encouraged to have guards or security cages and should insure their property (from the time it leaves their warehouse or place of business until it returns) at their own expense. Expo will provide perimeter guard service in the exhibit hall during the hours that the exhibit is closed.
15. **INDEMNIFICATION:** The exhibitor and its authorized contractors, agree to carry personal and property damage liability and worker's compensation insurance and to indemnify and hold forever harmless Expo and The Sands Expo Center, and all agents and employees thereof for any damages or charges imposed for violations of any law or ordinance, whether occasioned by the negligence of the exhibitors or those holding under the exhibitor, and further, the exhibitor shall, at all times, protect, indemnify, save and hold harmless Expo and The Sands Expo Center from any and all losses, costs, damages, liability or expenses including but not limited to attorneys' fees resulting from any claims, demands, suits or other actions arising from or out of or by reason of any accident or injury to person or property or other occurrences to any person or persons, including the exhibitor, its agents, employees, customers, business invitees, and others which arise from or out of or by reason of said exhibitor's occupancy and use of the exhibition space and by virtue of any occurrences in proximity to the show premises during the term of the Agreement.  
  
The Exhibitor agrees to indemnify and hold Expo and its agents harmless from all such claims or liability of any nature whatsoever arising from the activities of the Exhibitor or its representatives or from the display or use of property of the Exhibitor.  
  
Exhibitor assumes full responsibility and liability for any and all damages to property owned by The Sands Expo Center, its owners or managers caused by the actions of the Exhibitor's agents, employees and independent contractors, whether acting within or without the scope of their authority and agrees to defend, indemnify and hold harmless Expo, The Sands Expo Center, its owners, managers, officers or directors, agents, employees, subsidiaries and affiliates for responsibility or liability resulting directly or indirectly, or jointly, from other causes which arise because of the actions or omissions of the Exhibitor's agents, employees or independent contractors. The Exhibitor's liability shall include all losses, costs, damages, or expenses arising from or out of or by reason of any accident or bodily injury or other occurrences to any person or persons, including the Exhibitor, its agents, employees and business invitees which arise from or out of the Exhibitor's occupancy and use of the exhibition premises, The Sands Expo Center or any part thereof.
16. **TAXES and LICENSES:** Exhibitor agrees to be responsible for obtaining any licenses, permits, or approvals required under local or national law applicable to their activity at the exposition. Exhibitor shall be responsible for obtaining any tax identification numbers and paying all taxes, license fees or other charges that shall become due by any governmental authority in connection with their activities at Expo.
17. **AMERICANS WITH DISABILITIES ACT (ADA):** Exhibitors must be in full compliance with the Americans with Disabilities Act.

I have read the rules and regulations and agree to abide by them.

Authorized Company Representative

Date



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