



**Application & Contract for Sponsorship**

Please complete, sign and return entire contract to: Techno Security & Digital Forensics Conference, 701 Whitlock Ave SW, Suite #K-47, Marietta, GA 30064, USA. Fax: 404.393.9923 | eMail: Sponsor@TechnoSecurity.com (A facsimile or electronic signature shall be treated as an original signature). Questions, call 770.432.4200 ext. 102. The Company/Division identified below ("SPONSOR") applies to Comexposium and Exposition Development Company, Inc. ("ORGANIZER") to be a sponsor ("SPONSOR") at Techno Security & Digital Forensics Conference West 2023 ("EVENT") as identified on this Sponsor Application & Contract ("APPLICATION & CONTRACT"). When Organizer accepts this Application & Contract it is a legally binding contract ("AGREEMENT") between Organizer and Sponsor.

**Sponsor & Contact Information**

Company Name: \_\_\_\_\_

Display Name: \_\_\_\_\_ *(for sponsor list & floor plan)*

Contact Name: \_\_\_\_\_ Job Title: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State/Province: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

**Sponsor Packages**

<u>Packages</u>	<u>Rates</u>
Titanium Sponsor	\$51,000 <del>\$60,000</del>
Diamond Sponsor	\$20,500 <del>\$24,500</del>
Platinum Sponsor	\$13,500
Gold Sponsor	\$6,500
Silver Sponsor	\$4,900

**Payment Information & Schedule**

PAYMENT IS REQUIRED WITH SIGNED CONTRACT, AND BEFORE BOOTH SPACE WILL BE ASSIGNED OR SPONSORSHIP PACKAGE CONFIRMED. All payments must be made in U.S. Dollars (\$) to "Techno Security & Digital Forensics Conference" and sent to address listed on the invoice provided. Up to May 15, 2023 = 50% of Total Sponsor Package Cost is Due with Contract. After May 15, 2023 = 100% of Total Sponsor Package Cost is Due with Contract.

**Sponsor Authorization**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Name: \_\_\_\_\_ Title: \_\_\_\_\_

The Sponsor agrees that upon acceptance of this Sponsor Application & Contract by Organizer, this Agreement shall become a legally binding contract enforceable against the Sponsor in accordance with its terms. The individual signing this document represents & warrants that he/she is duly authorized to execute this binding contract on behalf of the Sponsor. The Sponsor agrees to be bound by the information and terms herein, and the rules & regulations included in the Sponsor Services Manual and/or any other rules & regulations issued prior to the Event.

**For Event Organizer Use Only**

Date Received: \_\_\_\_\_ Booth # Assigned: \_\_\_\_\_

Booth Dimensions: \_\_\_\_\_ Booth Type: \_\_\_\_\_ Total Cost: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# APPLICATION & CONTRACT TERMS AND CONDITIONS — Techno Security & Digital Forensics Conference 2023

This Agreement contains the entire agreement of the parties. The Techno Security & Digital Forensics Conference 2023 will be referred to as the EVENT. Management is Comexposium and Exposition Development Company, Inc. and will be referred to as ORGANIZER. The person, company or organization who signs this contract will be referred to as the SPONSOR. The rules and regulations outlined in this Agreement, Sponsor Manual, Sponsor Confirmation Letter(s) and Sponsor Newsletters/Updates are terms of this contract. Sponsor will also comport with all rules and regulations of any organizations and/or service providers designated by Organizer, and the Pasadena Convention Center, which will be referred to as the VENUE.

**1. CONTRACT FOR SPONSORSHIP** — Applications for Sponsor Packages must be made on Organizer's official Sponsor Application & Contract form. Organizer reserves the right to accept or reject any application for Sponsorship from any potential Sponsor. A binding Contract for Sponsorship shall come into force only when Organizer has sent a written acceptance to the Sponsor. Organizer is not bound to accept an application for Sponsorship from a potential Sponsor for the Event even if it has accepted an application for Sponsorship from that Sponsor for another event. There is no automatic right for a Sponsor to participate in any subsequent event. Signatures on Contract for Sponsorship means the person or persons signing the exhibition sponsorship contract on behalf of the Sponsor shall be deemed to have full authority to do so on behalf of the Sponsor and the Sponsor shall have no right to claim against Organizer that such person or persons did not have such authority.

**2. OCCUPATION OF BOOTH SPONSORSHIP** — Booth representatives shall be restricted to Sponsor's Employees and their authorized representatives. Booth representatives shall wear badge identification furnished by Organizer at all times. Organizer may limit the number of booth representatives at any time. The Sponsor must staff all booths during all open Event hours. Organizer and its representatives shall be permitted to have access to the Booth and the Sponsorship at all times.

**3. PAYMENT TERMS AND DEFAULT OF PAYMENT TERMS** — Sponsor shall pay Organizer in accordance with the payment details set out in the Contract for Sponsorship. Organizer reserves the right to refuse to let the Sponsor occupy the Sponsorship if Organizer has not received cleared funds of all payments due from the Sponsor before the due dates. If the Sponsor defaults on any of its obligations under this contract or violates any exhibition rule or regulation promulgated pursuant to this contract, Organizer may, without notice, terminate the Sponsor's rights under this contract and may thereupon direct the Sponsor forthwith to remove its employees and agents, and all of its articles or merchandise and other personal property, from the Sponsorship contracted for and from the Venue. In the event of a termination of this contract as a result of any such Sponsor default or violation Organizer may retain all monies paid or payable under this contract as liquidated damages. The Sponsor will be responsible for any costs reasonably incurred by Organizer (including reasonable attorney's fees) in enforcing the Sponsor's obligations under this contract.

**4. CANCELLATION BY SPONSOR** — In the event that the Sponsor: (a) requests that it cancels its Sponsorship; (b) fails to meet any of the payment obligations (whether as to the amounts due or dates of payment) detailed in the Contract For Sponsorship; or (c) fails to occupy the booth space allotted to it by the opening time on the first day of the Event, then Organizer reserves the right (but without being obliged to do so) to treat the Contract For Sponsorship as being cancelled and apply the following cancellation terms and to re-allocate the booth space booked to another Sponsor. All Sponsor requests to cancel the Contract for Sponsorship must be forwarded to Organizer in writing and received by Organizer by certifiable delivery method not later than the dates referred to below. If cancellation request is received by Organizer on or before May 15, 2023, 50% of the total Sponsorship fee is due Organizer. After May 15, 2023, 100% of the total Sponsorship fee is due Organizer. All cancellation monies are considered liquidated damages and are not refundable even in the event Organizer allocates Sponsor's Sponsorship to another Sponsor. Sponsor shall fully and promptly indemnify Organizer against all expenses, costs, claims, losses, liabilities, charges and damages which Organizer may suffer or incur as a result (direct or indirect) of the cancellation of the Contract For Sponsorship by the Sponsor.

**5. DOWNSIZING OF BOOTH SPONSORSHIP** — Where a Sponsor requests a reduction in the size of its Sponsorship after acceptance by Organizer of the Sponsor's application for Sponsorship, then the Sponsor must forward a written request to Organizer in accordance with the delivery method as outlined in section 4 above. Organizer reserves the right to apply the scale of cancellation charges set out in section 4 above to the total cost according to the amount by which the original Sponsorship is reduced. Organizer may re-sell or re-allocate the sponsorship in question, but Organizer shall be under no obligation to reimburse all or any part of the charge for reduction in Sponsorship. There shall be no obligation by Organizer to accept the request for reduction of Sponsorship by the Sponsor. All downsizing monies are considered liquidated damages and are not refundable even in the event Organizer allocates Sponsor's Sponsorship to another Sponsor. Sponsor shall fully and promptly indemnify Organizer against all expenses, costs, claims, losses, liabilities, charges and damages which Organizer may suffer or incur as a result (direct or indirect) of the cancellation of the Contract For Sponsorship by the Sponsor.

**6. GENERAL OBLIGATIONS OF THE SPONSOR** — Sponsor shall: (a) occupy the booth space by the time set for completion of installation of displays; failure by Sponsor to do so shall constitute a default and such booth space may be possessed by Organizer for such purposes as it may see fit. (b) keep the Booth appropriately decorated and maintained and all exhibits open to view and the Booth adequately staffed continuously during the opening hours of the Event and not dismantle the booth before the end of the Event (any Sponsor breaking down their booth display before the end of the stated Event hours may be subject to a US\$1,000 fine). (c) remove all exhibits, fittings, and other items from the Venue by no later than the end of the Dismantling Period (d) not sell or permit to be sold, from the Booth or any other part of the Halls, any food or drink. (e) not do, cause, permit or suffer to be done anything which shall in the opinion of Organizer constitute a nuisance or which may be an infringement of or contravene any license

held by Organizer, or the Venue. (f) ensure that sound levels emitted from the booth shall not exceed those levels which in the opinion of Organizer would cause disturbance to other Sponsors or which would breach any laws, bylaws or any other rule or regulation. (g) not do, cause, permit or suffer to be done anything which may cause damage, disfigurement or injury of any kind to the Venue or to the person or property of Organizer, Event or any other Sponsor or any visitor. (h) conduct business and distribute literature only from the part of the Hall and not take away buyers from the Venue to other business premises. (i) Sponsor further agrees not to hold any training class, social or networking activity, or customer/client event, in Pasadena, CA or the surrounding counties, within the period starting five days prior, and ending five days after the Event, without the express written permission of the Organizer.

**7. POWERS AND DISCRETION OF THE ORGANIZER** — Organizer shall be entitled to: (a) change the Booth allocated to the Sponsor at any time before the Sponsor takes possession of the Sponsorship. (b) alter the position or layout of the Event and or booths (c) refuse any person admission to the Event or remove from the Event any person whose presence in the opinion of Organizer is or is likely to be undesirable and Organizer may exercise such rights notwithstanding that any person is the agent of the Sponsor or otherwise in any way connected or associated with the Sponsor; (d) remove from the Booth or the Venue at the risk and expense of the Sponsor any product, display, fitting or machinery or other items to which Organizer has an objection or which the Sponsor fails to remove in accordance with or which do not comply with these terms and conditions. (e) alter the dates, opening hours, dates and duration of the installation period, dates and duration of breakdown period and the total duration of the event. (f) change or vary these regulations at any time, or permit exceptions in special circumstances.

**8. SPONSORS' LIABILITY FOR LOSS, DAMAGE AND INDEMNITY** — All exhibits, products, displays, fittings and all other items brought into the Event by the Sponsor or the agents, contractors or other invitees of the Sponsor shall be the sole responsibility of and at the sole risk of the Sponsor. Organizer shall not be responsible for any loss or damage to such exhibits, products, displays, fittings or items however caused. The Sponsor shall indemnify and keep indemnified Organizer and Venue against all loss, damages, costs, charges and expenses (including contingent or consequential loss of profit) whatsoever arising from or in consequence of: (a) any breach by the Sponsor of any of the terms and conditions of the Agreement; or (b) any loss suffered by Organizer as a result of default or negligence of the Sponsor or any of its agents, subcontractors, invitees or employees; or (c) any liability to or claim by any third party (including the employees, contractors, agents and invitees of the Sponsor) arising from the default or negligence of the Sponsor or any breach by the Sponsor of the terms and conditions of the Agreement. The Sponsor is responsible for and will indemnify and keep indemnified Organizer against all injury loss or damage arising in connection with the erection, use and dismantling of the Sponsorship and anything done on or from the booth caused directly or indirectly by the Sponsor or any contractor, subcontractor, agent or invitee of the Sponsor or visitor to the booth or by any exhibit or machinery or other item belonging to or introduced by any such person.

**9. LIMITATION OF MANAGEMENT'S LIABILITY** — (a) Organizer does not make any warranty as to the Event in general and in particular in relation to the presence or absence or location of any other Sponsor or potential Sponsor. While Organizer shall act in good faith, the name of any Sponsor which may appear on any floor plan or booth number or any statement made by or on behalf of Organizer that any Sponsor is booked to attend the Event provisionally or otherwise shall not constitute a warranty, representation or undertaking by Organizer that any such Sponsor shall attend the Event. Organizer shall not be liable for the absence of other Sponsors from attending the Exhibition. (b) Organizer and the Venue shall not be responsible for death or personal injury to the Sponsor or employees, agents, contractors or other invitees of the Sponsor save as a result of Organizer's negligence. Nothing in this Agreement shall exclude or limit liability for death or personal injury resulting from the negligence of the Sponsor, Organizer or Venue or their agents or employees. (c) Without prejudice to section 9(b), the combined liability of Organizer and the Venue for a claim made by the Sponsor in respect of loss or damage suffered by the Sponsor however that liability arises including (without limitation) breach of contract, tort (including negligence), misrepresentation or breach of statutory duty shall not exceed the amount of all sums paid by the Sponsor to Organizer under this Agreement in relation to the Event. (d) Organizer and the Venue shall not in any event be liable for any: (i) loss of profit; (ii) loss of revenue; or (iii) loss of goodwill. (e) Organizer and the Venue shall not be liable for any claim made by the Sponsor more than one (1) year after the Event or, in the case of a series of events, the first such event which gives rise to such claim. (f) Except as set out in this Agreement, Organizer excludes all conditions, terms, representations (other than fraudulent or negligent representations) and warranties relating to services provided in respect of the Event, whether imposed by statute or by operation of law or otherwise, that are not expressly stated herein, including without limitation, the implied warranties of satisfactory quality and fitness for a particular purpose. (g) Each provision of this section 9 excluding or limiting liability shall be construed separately, applying and surviving even if for any reason one or other of these provisions is held inapplicable or unenforceable in any circumstances and shall remain in force notwithstanding the expiration or termination of this Agreement. (h) Without limiting its obligation to take out insurance coverage for such risks as it shall consider appropriate the Sponsor shall take out adequate insurance in respect of matters set out in section 11a, 11b and 11c including (without limitation) public liability insurance for loss, damage or injury caused by the Sponsor's neglect or default. The sponsor assumes the entire responsibility and liability for losses, damages, and claims arising out of exhibitor's activities on the Venue Premises and will indemnify, defend and hold harmless the Venue, its agents, servants and employees from any and all such losses, damages and claims.

**10. SPONSOR INSURANCE** — The Sponsor and any Sponsor Appointed Contractors shall, at their sole cost and expense, procure and maintain through the term of this Application & Contract, comprehensive general liability insurance against claims for bodily injury or death and property damage and loss occurring in or upon, or resulting from, arising out of or

related to the premises leased by Organizer. Such insurance shall include contractual liability and product liability coverage. All property of the Sponsor is understood to remain under its custody and control in transit to, during Event and from the confines of the Venue.

**11. CANCELLATION BY MANAGEMENT AND FORCE MAJEURE** — If at the absolute discretion of Organizer, the Venue or portions of the Venue shall become unfit or unavailable for occupancy or it becomes impossible or impractical to hold the Event for reasons beyond the control of Organizer including (without limitation) fire, flood, storm, government intervention, malicious damage, acts of war, acts of terrorism, acts of God, strikes, riots or any other cause, Organizer reserves the right (but shall not be obliged): (a) to change the location and/or date of the Event; (b) to curtail the Event; (c) to reduce the Installation Period, Open Period or Dismantling Period; or (d) to cancel the Event. In the circumstances specified in paragraphs a, b and c of this section the parties agree and acknowledge that Organizer shall not have any liability to the Sponsor for refunds, additional expenses or charges or to make payment for any other loss or damage suffered by the Sponsor. If Event is cancelled in accordance with paragraph d of this section 11 the Sponsor agrees to accept in complete settlement and discharge of all claims against Organizer a pro-rata share of the total amount paid by all Sponsors at the Event, less all costs and expenses incurred by Organizer in connection with the Event including a reserve, established at the sole discretion of Organizer, for future claims and expenses in connection with Event. In the event that the Event is cancelled by Organizer for any other commercial reason including (without limitation) the lack of support for the Event, Organizer will refund to the Sponsor all charges paid by the Sponsor to Organizer and the Sponsor agrees and acknowledges that he will have no further claim whatsoever against Organizer in respect of such cancellation.

**12. ADDITIONAL REGULATIONS AND FIRE PRECAUTIONS** — No open flames or smoldering products are allowed within the Sponsorship without prior agreement of the Organizer and Venue. The Sponsor must comply with all statutory local and other regulations or requirements and by-laws which affect or apply to the Event or the Venue and in particular any fire regulations. All materials used on and in the Sponsorship must be non-flammable. The Sponsor must comply with and observe any additional regulations and all other instructions and regulations laid down by the Venue from time to time.

**13. ELIGIBLE EXHIBITS** — Organizer reserves the right to determine eligibility of any company or product to participate in Event. Organizer can refuse assignment of Sponsorship to any company whose display of goods or services is not, in the sole opinion of Organizer, compatible with the professional character and objectives of Event.

**14. SUBLETTING OF EXHIBIT SPONSORSHIP** — Sponsors may not assign, sublet or share their exhibit sponsorship with another business or firm unless approval has been obtained in writing from Organizer.

**15. FAX/E-MAIL/TELEPHONE** — By providing Organizer with e-mail addresses, telephone and fax numbers, Sponsor gives Organizer and its representatives/agents explicit permission to contact Sponsor using such addresses or numbers.

**16. EVENT PUBLICITY AND PROMOTION** — Organizer shall have the non-exclusive right to use the name of Sponsor in both print and broadcast advertising media in connection with the publicity and promotion of Event.

**17. SPONSOR SERVICES MANUAL** — Organizer shall provide to the Sponsor and all other Sponsors a Sponsor Services Manual before the Event which contains specific regulations with regard to the manner and conduct of the Event. The Sponsor agrees to abide by any relevant provisions contained in that Manual.

**18. ASSIGNMENT AND SUB-CONTRACTING** — The Sponsor shall not assign, sublet, transfer or charge or purport to assign, sublet, transfer or charge in whole or in part this Agreement or any of its rights, liabilities or obligations under this Agreement without the prior written consent of the Organizer. Organizer reserves the right to assign its rights, liabilities or obligations under this Agreement either in whole or in part to any other person, firm or company. Organizer shall give notice to the Sponsor of any such assignment. This Agreement shall be binding upon and shall benefit the successors and assigns of Organizer and (where Organizer's written consent is given) the successors and assigns of the Sponsor.

**19. RELATIONSHIP OF THE PARTIES** — Nothing in this Agreement shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the parties.

**20. SEVERANCE** — If at any time one or more provisions contained in this Agreement is or becomes invalid, illegal or unenforceable in any respect this shall not affect the validity, legality or enforceability of the remaining provisions which shall remain in full force and effect.

**21. APPLICABLE LAW** — Sponsor agrees to abide by the Rules and Regulations of the Venue, as may be in effect during the Contract period, and in addition, any such rules and regulations expressly included herein and any person in any aspect of its Sponsor activities. Any claims against Organizer arising out of, related to, or deriving from the Contract shall be brought to a court having jurisdiction thereof in the State of New Jersey, and the laws of the State of New Jersey, except its choice of law rules shall apply in such cases. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and the invalid term, clause or provision shall be deemed to be unread from the Agreement.

**22. CONTRACT ACCEPTANCE** — Deposit of Sponsor's check or other form of payment does not constitute Contract acceptance. This Agreement shall not be binding until accepted by Organizer.