



www.webdu.com.au

Swiss-Grand Bondi Beach
Sydney, Australia
6-7 May 2010

**webDU 2010
WEB TECHNOLOGY
CONFERENCE**

SPONSORSHIP AGREEMENT

webDU 2010 SPONSORSHIP AGREEMENT

This agreement (the "Agreement") is made by and between the conference organisers Daemon Pty Limited ("Daemon") and you, a Sponsor of webDU 2010 ("Sponsor"), as of the date you accept this Agreement.

1. AVAILABILITY OF SPONSORSHIP.

No sponsorship or space will be held or assigned without payment. Daemon may accept or refuse, in its sole discretion, any application for sponsorship. Sponsor is limited to the purchase of one primary sponsorship package per company (ie. Platinum, Gold, Silver or Bronze). Daemon does not guarantee that a sponsorship will be available to any applicant. If space is not available, a waiting list will be maintained in the order of the date of receipt of each completed application, agreement and payment. Daemon will return or refund all payment received to any applicant for whom sponsorship is not granted.

2. ASSIGNMENT OF SPACE.

Exhibit assignments will be made on a first-come, first-paid basis. Daemon reserves the right to refuse space, reassign space, rearrange the floor plan, and/or relocate any exhibit at any time before or during the conference, in its sole discretion.

3. USE OF SPACE AND SPONSOR BENEFITS.

Only exhibit display units provided by Daemon are permitted. All demonstrations or other promotional activities (distribution of literature and/or giveaways, etc.) must be confined to the limits of the space allocated to Sponsor. Distribution of promotional materials by Sponsor in any non-designated area is strictly prohibited. Sponsor must display only goods manufactured or dealt by it in the regular course of business. Only companies assigned exhibit space will be permitted to solicit business within the exhibit area. More than one exhibit containing the same products is prohibited. Daemon reserves the right, in its sole discretion, to prohibit or evict sponsors whose presentation is in any

manner deemed by Daemon as offensive or competitive to the conference. In the event of such prohibition or eviction, Daemon shall not be liable to provide, and Sponsor shall not be entitled to receive, a refund of any kind. Exhibitors are not allowed to sell any products or services at the conference.

4. SIGNAGE & DECORATION.

Daemon shall have sole discretion and authority in the placement, arrangement, and appearance of all items displayed by Sponsor, and Daemon may require, in its sole discretion, Sponsor to replace, rearrange or redecorate any item. All signage or company identification is the responsibility of Sponsor and is limited to the confines of the demonstration area. Daemon reserves the right, in its sole discretion, to remove any signage deemed excessive or inappropriate.

5. SECURITY.

Sponsor shall be solely responsible for the security of its exhibit materials. All property of Sponsor shall remain in its sole care, custody, and control. Daemon is not responsible for any theft of, damage to or destruction of any Sponsor property or materials.

6. EXHIBIT AND STAFF.

Sponsor explicitly agrees that, in the event Sponsor fails to occupy the exhibit property one hour before of the start of webDU 2010, Daemon shall have the right to take possession of Sponsor's designated exhibit property and lease same in its sole discretion. If Sponsor's exhibit property is not fully ready for use one hour prior to the opening of webDU 2010, Sponsor's space is forfeited without refund. All exhibits must be continually staffed during exhibit hours. Sponsors must keep their presentation intact and staffed until the official close of the exhibit area. Daemon is not responsible for sponsor exhibit materials that are not removed within designated exhibit dismantle hours.

7. BADGES.

All Sponsors & exhibit personnel must be identified with a conference or exhibit badge. Badges must be worn at all times. Altering of badges is strictly prohibited. Badge trading and sharing is not permitted.

8. RESTRICTION OF SALES AND RECRUITMENT.

Sponsor agrees that the purpose of contracting for exhibit property is to display and/or demonstrate equipment, supplies, publications and/or services pertaining to web technologies. Sales within the confines of the exhibit area are not allowed. Recruitment of staff (such as advertising, posting/distributing recruitment notices, making general

announcements, etc.) is specifically prohibited during the conference. Sponsors not abiding by the above conditions are subject to termination of sponsorship with no refunds or compensation of any kind.

9. FUNCTIONS.

Sponsors may not conduct functions or hold general onsite or offsite gatherings that in any way conflict with the conference general sessions, tracks, meals, or special event functions.

10. PAYMENT.

Payment is due in full with Sponsor's Application and signed Agreement. Cheques should be made payable to Daemon Pty Limited in Australian dollars and sent to the attention of Julie Steadman, Conference Director, Daemon Pty Limited, GPO Box 263, Sydney NSW 2001. Sponsorships are not confirmed until payment is received and Sponsor receives written confirmation from Daemon.

11. USAGE OF SPONSOR TRADEMARKS.

For purposes of fulfilling its obligations under this Agreement and delivering to Sponsor the benefits associated with sponsorship of webDU 2010, Daemon shall be permitted to use those Sponsor trademarks and logos submitted to Daemon by Sponsor, in accordance with this Agreement and, if applicable, with Sponsor's published trademark guidelines. Nothing herein shall grant to Daemon any right, title or interest in Sponsors trademarks.

12. CANCELLATION.

Cancellation of sponsorship must be submitted in writing to Julie Steadman, Conference Director, Daemon Pty Limited, GPO Box 263, Sydney NSW 2001, in accordance with the requirements stated herein for providing notice. In the event of such termination, Daemon assumes no responsibility for including or for removing, if Event materials are already in production at the time of the termination, the name of the cancelled sponsor or description of its products in the Sponsor Directory or any other conference related materials. Refund, if any, of sponsor fees will be as follows: If notice is received on or before 7 March 2010 — Daemon shall refund 50% of the Sponsor's fee. If notice is received after 7 March 2010 — Sponsor is responsible for full payment of committed sponsorship fee.

13. TRANSFERS.

Sponsor agrees that its rights and obligations under this Agreement may not be transferred or assigned directly or indirectly without the prior written consent of Daemon.

14. NO WARRANTIES.

Daemon makes no warranties or representations whatsoever to Sponsor or to any third party with respect to webDU 2010 and Sponsor's participation therein, including the number of individuals participating or attending webDU 2010. Daemon makes no representations or warranties hereunder, either express or implied, and Daemon hereby expressly disclaims any and all warranties representations, promise representations, promise or guarantees, express or implied, statutory or otherwise, including but not limited to any warranty of non-infringement, merchant ability or fitness for a particular purpose.

15. AMENDMENT TO RULES.

Daemon reserves the right, in its sole discretion, to interpret, amend, and enforce these regulations, as it deems proper.

16. LIMITATION OF LIABILITY.

In no event will Daemon be liable for any special, indirect, consequential, or incidental damages, however caused and on any theory of liability whether based on breach of contract, breach of warranty or tort (including negligence) arising in any way out of this agreement or the termination thereof, whether or not the other party has been advised of the possibility of such damage, and notwithstanding any failure of essential purpose of any limited remedy provided in this agreement. Daemon's entire liability to sponsor for any damages under any cause of action arising under this agreement shall be limited to the amount of fees paid by sponsor hereunder.

17. TERMINATION.

Daemon may immediately terminate this Agreement upon notice at any time should Sponsor fail to abide by any term or condition of this Agreement. Upon termination, all Sponsor rights and privileges are revoked and any fees paid hereunder are not refundable. Following termination, exhibit space and sponsorship options will be made generally available.

18. INDEMNIFICATION.

Sponsor shall indemnify and hold Daemon contracted vendors, Daemon and its parent, subsidiary, affiliated companies (and their respective present and former officers, shareholders, directors, employees, partners, and agents), harmless from and against any action brought against Daemon arising out of this Agreement an any negligent or willful acts of Sponsor or its officers, directors, employees or agents at webDU 2009 and Sponsor will pay any settlements and damages awarded (including, without limitation, attorneys' fees, disbursements, and court or administrative costs) to such

third party, reasonable out of pocket costs incurred by Daemon in connection with defending such third party claim and reasonable attorney's fees incurred by Daemon which are attributable to such third party claim.

19. AUTHORITY OF REPRESENTATIVE.

The representative accepting and agreeing to this Agreement on behalf of Sponsor hereby warrants and represents that he or she has full authority to accept and agree to this Agreement on Sponsor's behalf and to bind Sponsor to the terms hereof.

20. NO WAIVER.

No waiver of any term or condition of this Agreement shall be valid or binding on either party unless the same shall have been mutually assented to in writing by both parties. The failure of either party to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by the other party of any of the provisions of this Agreement, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the validity of either party to enforce each and every provision thereafter.

21. PARTIAL INVALIDITY.

If any provision of this Agreement is held to be invalid, then the remaining provisions shall nevertheless remain in full force and effect. The parties agree to renegotiate in good faith any term held invalid and to be bound by the mutually agreed to substitute provision.

22. NOTICES.

Unless otherwise provided herein, notices under this Agreement shall be sufficient only if personally delivered, delivered by a courier service requiring signature upon receipt, delivered by nationally recognized overnight delivery service, delivered by facsimile transmission, or mailed by certified or registered mail, return receipt requested to a party at the address indicated below. If not received sooner, notice by mail shall be deemed received seven (7) days after deposit.

23. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of New South Wales, Australia without regard to conflict of laws principles. The exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the state and federal courts located in Sydney, NSW. Both parties consent to the personal jurisdiction of such courts and agree that process may be served in the manner provided herein for giving of notices or otherwise provided by law.

24. NO AGENCY.

Daemon and Sponsor are each independent entities and neither party shall be, nor represent itself to be, a franchisor, franchisee, joint venture, partner, master, servant, principal, agent or legal representative of the other party for any purpose whatsoever.

25. ENTIRE AGREEMENT.

This Agreement and the Sponsorship Application sets forth the entire agreement and understanding between the parties hereto relating to the subject matter hereof and merges all prior discussions between them. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by both parties

CONFERENCE ORGANISERS

Daemon Pty Limited
GPO Box 263,
Sydney NSW 2001
Australia

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Fax +61 2 9380 4204
Web <http://www.daemon.com.au>

Conference Directors
Geoff Bowers <geoff@daemon.com.au>
Julie Steadman <julie@daemon.com.au>

Conference Project Manager
Vanessa Torrisi <vanessa@daemon.com.au>

WEBDU 2010

<http://www.webdu.com.au>

5 May 2010, Pre-Conference Workshops

6 May 2010, Day One of Conference

7 May 2010, Day Two of Conference

WEBDU 2010 SPONSORSHIP APPLICATION FORM

I agree to the webDU 2010 sponsorship agreement and request the following:

Company:	<input type="text"/>	Email:	<input type="text"/>
Contact Name:	<input type="text"/>	Position:	<input type="text"/>
Telephone:	<input type="text"/>	Fax:	<input type="text"/>
Address:	<input type="text"/>		
		Signature:	<input type="text"/>

SPONSORSHIP:

Yes, we would like to select the following Sponsorship:

<input type="checkbox"/> Gold @ \$14,995	Other Sponsorship:	<input type="text"/>
<input type="checkbox"/> Silver @ \$5,995	At negotiated:	\$ <input type="text"/>
<input type="checkbox"/> Bronze @ \$2,495		
<input type="checkbox"/> Notebook @ \$3,950	Conference Proceedings Advert Size:	
<input type="checkbox"/> Pen @ \$3,950	<input type="checkbox"/> Full Page @ \$1,250	
<input type="checkbox"/> Wireless Internet @ \$2,950	<input type="checkbox"/> Half Page @ \$750	
<input type="checkbox"/> Lanyards @ \$3,950		
<input type="checkbox"/> Delegate Bags @ \$8,950		
	Sub Total - Sponsorship:	\$ <input type="text"/>

ADDITIONAL REPRESENTATIVE:

Yes, we would like to purchase:	<input type="checkbox"/> Additional Pass @ \$795 each	
	Sub Total - Representatives:	\$ <input type="text"/>
	Grand Total:	\$ <input type="text"/>
Deposit: 50% due to secure sponsorship	Deposit Due:	\$ <input type="text"/>

PAYMENT:

All prices quoted are in Australian Dollars & inclusive of GST.

<input type="checkbox"/> Please invoice my company	<input type="checkbox"/> Cheque attached payable to Daemon Pty Limited
<input type="checkbox"/> Visa	<input type="checkbox"/> MasterCard <input type="checkbox"/> Bankcard
Card Number: <input type="text"/>	Expiry Date: <input type="text"/>
Name On Card: <input type="text"/>	Total: \$ <input type="text"/>
	Signature: <input type="text"/>