

HEALTHNOW EXPO — TERMS AND CONDITIONS OF SPONSORSHIP

1. AGREEMENT. These terms and conditions of sponsorship (the “Terms and Conditions”) are entered into by Towns Consulting LLC (“Towns”) and the sponsor (“Sponsor”), whose name is set forth on the above Event Sponsorship Form (the “Booking Form”). Together, the Booking Form and these Terms and Conditions (collectively, the “Sponsorship Agreement”) shall govern the performance of the Sponsor (the “Sponsorship”), as described further in this Sponsorship Agreement.

Capitalized terms not otherwise defined in these Terms and Conditions shall have the meanings ascribed to them in the Booking Form. Unless otherwise specifically noted, all references in these Terms and Conditions to paragraphs or sections will refer to the paragraphs and sections of these Terms and Conditions.

Towns reserves the right to accept or refuse any Sponsorship Agreement or proposed Sponsorship, in its sole discretion. Towns reserves the right to adopt additional regulations and to modify these Terms and Conditions, as may be deemed necessary by Towns for the general success of the Event. Such modifications may include: changes to the Terms and Conditions, rules and regulations stated herein, to the Sponsorship Agreement, and to all other written agreements, which may affect the parties hereto, all of which are made a part hereof as though fully incorporated herein and Sponsor agrees to be bound thereby.

2. PAYMENT & CANCELLATION POLICY. Full payment must be received with the Book Form to secure the Sponsorship. Without full payment, Towns cannot guarantee and will not reserve the Sponsorship for Sponsor. All requests for cancellation of a Sponsorship must be submitted in writing. All paid and guaranteed Sponsorships cancelled in writing (as set forth in the Terms and Conditions) at least thirty (30) days in advance of the Event will receive a fifty percent (50%) refund of the total Sponsorship fee. No refunds or credits will be issued on cancellation requests received less than thirty (30) days prior to the scheduled Event. Sponsorships are non-transferable.

3. TERM. The term of the Sponsorship Agreement shall commence on the date hereof and shall continue in full force and effect until the conclusion of the Event.

4. COMPLIANCE. Sponsor agrees to comply with all rules, regulations and policies of Towns, as currently in existence and as may be adopted hereafter by Towns.

5. SPONSORSHIP APPROVAL. All Sponsorship activities and promotions are subject to approval by Towns. Towns reserves the right to restrict, prohibit, or remove any activity, material, or promotion by Sponsor which, in its opinion and at its sole discretion, becomes objectionable for any reason and may detract from the general character of the Event. Such activities and promotions may include, but are not limited to, persons, objects, conduct, printed materials and anything which Towns determines to be objectionable. In no event shall Towns be liable for any expenses incurred as a result of such restriction, prohibition or removal.

6. CHOICE OF COMPANY LOGO. Upon Sponsorship Agreement, Sponsor may provide Towns with multiple versions of Sponsor logo. Towns will select the best version of Sponsor logo for the most effective collateral production.

7. COMPANY RECOGNITION. A Sponsorship shall exist under one (1) corporate brand name only. Sponsorship cannot be shared between two (2) or more entities.

8. SPONSORSHIP MATERIALS. Towns retains complete control over the design of all materials produced to fulfill the Sponsorship. All materials used to advertise the Event shall remain the property of Towns. If the materials contain a Towns logo, the materials must also contain the following: (i) the Date of the Event; (ii) the name of the Event; and (iii) the Towns Event Logo provided by Towns specifically for the Event. Under no circumstance can Sponsor use a Towns Logo that is not specifically provided in connection with the sponsored Event.

Towns hereby grants Sponsor a limited, royalty free, fully paid-up, non-exclusive, non-transferable, terminable right and privilege to use the specifically provided Towns Logo for the sole purpose of marketing the Event as described above. No other right, property, license, permission or interest of any kind in or to the use of any intellectual property rights of Towns is or is intended to be given to, transferred to, or acquired by Sponsor. Sponsor agrees to comply with the marking provisions of the trademark laws of the United States. Sponsor agrees that its use of the Towns Logo inures to the benefit of Towns and that Sponsor shall not acquire any rights as a result of this limited license. Any use of Towns' intellectual property that exceeds the limited license set forth above shall constitute a material breach of this Agreement.

9. COSTS AND EXPENSES. All costs, fees, and expenses not directly covered as benefits of Sponsorship are the full responsibility of the sponsor.

10. EXHIBITION. The following applies to Towns' HealthNow Expo conference:

Sponsors committing to Sponsorships less than or equal to \$_____ (referred to herein as an "Exhibitor") are required to maintain an exhibit at the Event. Please note that all Exhibitors will have to complete the Exhibit Space Contract, a form of which is attached hereto as Exhibit A. Please note that all of the terms of the Exhibit Space Contract are incorporated into this Sponsorship Agreement by reference.

If Towns terminates this Sponsorship Agreement for any reason, the Exhibit Space Contract will automatically terminate. However, if Exhibitor chooses to terminate this Sponsorship Agreement in accordance with Section 18(b) of this Sponsorship Agreement, at Towns' sole discretion, the Exhibitor may be allowed to maintain an exhibit at the Event. Towns will notify Exhibitor whether or not it can maintain an exhibit at the Event within five (5) days of receiving Exhibitor's notice of termination.

11. INDEPENDENT CONTRACTOR. Each party is an independent contractor. This Sponsorship Agreement does not constitute either party as an agent, representative or partner of the other and neither shall have the authority to enter into contracts or obligations on the other's behalf. Each party shall be solely responsible for all debts and obligations incurred by it in performing its obligations under the Sponsorship Agreement, including, without limitation, all obligations

to and in respect of its employees, and each party agrees to indemnify the other to the extent a party is held to be liable for a debt or obligation of the other party under this paragraph.

12. INTELLECTUAL PROPERTY. Subject to the provisions below relating to termination of the Agreement, Town's trademarks, service marks, brand names, logos and artwork displayed on the signs and other materials hereunder, and all trademark rights or copyrights in such signs and other materials, shall be and remain the sole and exclusive property of Towns. Sponsor shall not have the right to use in any way or reproduce for any purpose the corporate or trade names, trademarks, service marks, logos or other proprietary symbols of Towns without the Towns' prior written consent. Towns' use of Sponsor's name and logo pursuant to the Sponsorship does not convey Towns' approval, endorsement, certification, or referral of any product or service provided by Sponsor.

13. CONFIDENTIALITY. "Confidential Information" means information exchanged by the parties that is not generally known to the public and at the time of disclosure is identified as, or would reasonably be understood by the receiving party to be, proprietary or confidential. Confidential Information may be disclosed by a party in oral, written, visual, electronic or other form. The party receiving any such Confidential Information ("Receiving Party") will use the same care and discretion to avoid disclosure, publication or dissemination of any Confidential information received from the party disclosing such Confidential Information ("Disclosing Party") as the Receiving Party uses with its own similar information that it does not wish to disclose, publish or disseminate (but in no event less than a reasonable degree of care). Except as otherwise expressly permitted under this Sponsorship Agreement, the Receiving Party shall not: (a) disclose, duplicate, copy, transmit or otherwise disseminate in any manner whatsoever any Confidential Information of the Disclosing Party; (b) use the Confidential Information of the Disclosing Party (i) for the Receiving Party's own benefit or that of any third party, (ii) to the Disclosing Party's detriment, or (iii) for any purpose other than performance of this Agreement; (c) commercially exploit any Confidential Information of the Disclosing Party; or (d) acquire any right in, or assert any lien against, the Confidential Information of the Disclosing Party. Confidential Information shall also include the terms of this Agreement. This paragraph shall survive the termination of this Agreement.

14. INSURANCE REQUIREMENTS. During the term of this Agreement, Sponsor is required to maintain general liability insurance in the annual aggregate for the acts and omissions of Sponsor.

15. COMPLIANCE WITH LAWS. Sponsor will perform all of its obligations to Towns in compliance at all times with all United States federal, state and local laws, rules, statutes, enactments, orders and regulations, including those of any governmental agency, and all interpretations of and changes, supplements or replacements to, any of the foregoing that are applicable to Sponsor in performing its obligations for the Event. Sponsor is duly licensed, authorized or qualified to do business and is in good standing in every jurisdiction in which a license, authorization or qualification is required for ownership or leasing of assets or the transaction of business of the character transacted by it except where the failure to be so licensed, authorized or qualified would not have a material adverse effect on Sponsor's ability to fulfill its obligations under this Sponsorship Agreement.

16. INDEMNIFICATION. Sponsor agrees to indemnify and hold Towns, the Event facility and its owners, officers, committees, directors, employees and agents (collectively, the “Indemnitees”) harmless from any and all claims, damages, costs, losses, expenses, causes of action, liabilities and obligations of whatever nature or type, which the Sponsor has, or may have, or which have been, or could have been, or in the future otherwise might have asserted against it in connection with acts of the Sponsor, its directors, shareholders, officers, agents or employees. Upon signing this Agreement, Sponsor expressly releases the Indemnitees from any and all claims for loss, damage or injury.

17. NOTICES. Notices (including any consent or communication hereunder) must be in writing and may be given by first class mail (return receipt requested) or hand delivered to the address set forth below for Towns, and to the address set forth on the Booking Form, as supplied by Sponsor. Either party may change its notice address by using this procedure.

18. TERMINATION

a. In the event that the Event does not occur, Towns will refund the Sponsorship fee amount to Sponsor within thirty (30) days of providing notification to Sponsor of termination of the Event.

b. Sponsor may terminate this Sponsorship Agreement by providing written notice of such cancellation to the Towns no less than sixty (60) days prior to the Event; provided, however, that Sponsor will receive fifty percent (50%) refund of the total Sponsorship fee and provided further, that upon Towns’ receipt of such notice of cancellation, Towns reserves its right to remove all references to Sponsor from any and all Event materials. In the event that Sponsor fails to provide Towns with notice of its intent to terminate the Sponsorship Agreement more than sixty (60) days prior to the Event, Towns will not refund the Sponsorship fee; provided, however, that Sponsor reserves the right to remove all references to Sponsor from any and all Event materials.

c. Towns may terminate this Sponsorship Agreement at any time in the event of material breach of this Sponsor- ship Agreement (including without limitation non-payment of fees) by Sponsor.

d. Towns may terminate this Sponsorship Agreement without cause upon written notice provided to Sponsor no less than ten (10) days prior to the Event. In the event that Towns terminates the Sponsorship Agreement following a material breach, Sponsor shall receive no refund of the Sponsorship fee. However, when terminated by Towns without cause, Towns shall refund one hundred percent (100%) of the total Sponsorship fee that Sponsor has paid as of the date of notice within thirty (30) days of providing such notice.

19. GOVERNING LAW. This Sponsorship Agreement shall be governed by the laws of the State of Arizona, exclusive of its conflicts of law rules. Venue for any action arising under or to enforce this Sponsorship Agreement shall lie exclusively in Maricopa County, Arizona.

20. MISCELLANEOUS

a. Amendments to the Sponsorship Agreement. No term of this Sponsorship Agreement may be amended, modified or waived without the express written permission of each party hereto.

b. Representations and Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TOWNS MAKES NO, AND EXPRESSLY DISCLAIMS ANY, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE EVENT, SPONSORSHIP OF THE EVENT AND SPONSORSHIP BENEFITS AND ANY OTHER SERVICE PROVIDED BY TOWNS HEREUNDER. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE TERMINATION OR EXPIRATION OF THE AGREEMENT.

c. Limitation of Liability. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR IN RELATION TO THIS AGREEMENT, INCLUDING LOST PROFITS REGARDLESS OF THE FORM OF THE ACTION OR THEORY OF RECOVERY, EVEN IF SUCH PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO THE SPONSOR'S INDEMNIFICATION OBLIGATIONS UNDER THIS SPONSORSHIP AGREEMENT OR EITHER PARTY'S BREACH OF ITS OBLIGATIONS OF CONFIDENTIALITY.

d. Force Majeure. Towns shall not be liable for any prevention or delay in performance resulting in whole or in part, directly or indirectly, from an Act of God, terrorism, civil disturbance, court order, natural disasters, wars, riots, actions by Federal, state or local governments, or any other circumstances or causes beyond the reasonable control of Towns or its suppliers.

e. No Waiver. No delay or omission by either party in exercising any right or remedy under this Sponsorship Agreement or existing at law or equity shall be considered a waiver of such right or remedy. No waiver by either party of any right or remedy whether under this Sponsorship Agreement or otherwise shall be effective unless in writing.

f. Severability. If any provision of this Sponsorship Agreement is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable. Invalidity and unenforceability of one provision will not affect any other provision of this Sponsorship Agreement.

g. Assignability. Neither party to this Sponsorship Agreement may assign, transfer, sell, pledge, or hypothecate its right, title of interest in this contract or any part thereof, or any rights or privileges created thereby without prior written consent of the other party. Any assignment or attempted assignment contrary to this paragraph shall be null and void. This Sponsorship Agreement shall be binding upon all successors, legal representatives and permitted assigns of the parties.

h. Entire Agreement. This Sponsorship Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any prior or contemporaneous written or verbal communications or representations regarding such subject matter. This Sponsorship Agreement may not be modified except in writing signed by both parties hereto.