



TalentNet Live EVENT SPONSORSHIP AGREEMENT

1. Sponsorship Rights and Obligations.

(a) **Sponsorship.** Event Operator will be operating TalentNet Live Events (the “Events”). Event Operator hereby grants to Sponsor the right to be an official sponsorship of events, (the “Sponsorship”). Sponsor may use such Sponsorship rights in connection with the advertising and promotion of its business relating to careers, employment, recruitment, job posting, resumes, career-related advice and/or content, and executive search, in any such manner as Sponsor may deem appropriate. The Sponsorship rights shall be exclusive and are described on Schedule A.

(b) **Giveaways.** As part of its Sponsorship rights, Sponsor may provide, in its own discretion, giveaways (the “Giveaways”) to be distributed at the Event. Upon the expiration or termination of this Agreement, all undistributed Giveaways will be immediately returned to Sponsor. “Giveaways” may consist of items bearing the Sponsor logo.

(c) **Advertising Materials.** Sponsor may provide promotional and advertising material (“Materials”) described in Schedule A to be used by Event Operator to advertise and market the Event both before and during the Event.

(d) **Advertising and Promotion at the Event.** Sponsor will be entitled to cause its advertising and promotion to be placed at the Events as described in Schedule A attached hereto and made a part hereof. Sponsor may advertise and promote its Sponsorship of the Events, including specifically the right to use the name of the Events and all relevant Events Marks (as defined below).

2. Event Operator Obligations.

(a) **Promotion of the Sponsorships.** Event Operator shall use its best efforts to promote the Events and the Sponsorships, including, without limitation, conducting advertising, promotional and public relations activities in connection with the Events. In the course of planning, developing, promoting, and marketing the Sponsorships, Event Operator shall at all times portray Sponsor and its services in a positive fashion.

(b) **Operations and Permits.** Event Operator shall be solely responsible for arranging all operational aspects of the Sponsorship including, but not limited to, the set-up of the Events, providing security and personnel to manage the Events, and managing communications with the media, if any. Event Operator shall be responsible for obtaining all permits, licenses, and other evidences of permission necessary, for the planning, developing, marketing, and production of the Events.

(c) **Personal Information.** Event Operator agrees that it will only provide Sponsor with personal information received from attendees of the Events if the attendee has affirmatively “opted in” to such disclosure of personal information to third parties. Event Operator agrees that such “opt in” will not be the default option; an attendee must affirmatively check or click on the “opt in”. Event Operator also agrees that registration procedures shall contain a clear and conspicuous “opt out” mechanism advising users how to “opt out” of future disclosure of personal information to third parties. Upon request from Sponsor, Event Operator shall provide to Sponsor reasonable evidence that Event Operator has internal controls sufficient to timely and accurately comply with “opt in” and “opt out” requests of attendees.

B.

3. Sponsorship Fee.

In consideration of the Sponsorship rights granted hereunder, Sponsor agrees to pay to Event Operator a fee as described in Schedule A.

4. Ownership Rights, Licenses and Limitations.

(a) Ownership. Each party or its licensor shall retain all rights, title and interest in and to all of the information, content, data, designs, materials and all copyrights, trademark rights and other proprietary rights thereto, provided to the other party pursuant to this Agreement. Without limitation of the foregoing, Sponsor shall retain all right, title and interest in and to the Materials, the logo and the icon. Except as expressly provided herein, no other right or license with respect to any copyrights, trademark rights or other proprietary rights is granted under this Agreement. All rights not expressly granted hereunder by a party are expressly reserved to such party.

(b) Marks. Each party ("Owner") hereby grants to the other party ("Licensee") a non-exclusive, non-transferable, royalty-free license to use and reproduce the Owner's name, logos, service marks and trademarks ("Marks"), as such Marks may be altered by the Owner from time to time, as may be necessary for the parties to perform their obligations or to exercise their rights under this Agreement. Each Licensee agrees that all use of the Owner's Marks shall be of high standard and of such style, appearance and quality as is consistent with the image of Owner's use of the Marks generally. All use of the Owner's Marks and the goodwill generated thereby shall inure to the benefit of the Owner. Each Licensee hereby acknowledges the Owner's rights and interests in the Owner's Marks and agrees not to claim any right, title or interest in or to such Marks or to at any time challenge or attack Owner's rights in or to such Marks for any reason whatsoever.

(c) Promotional Material. Event Operator will apply Sponsor branding to all TalentNet Live related promotional and event online and offline presence and materials. All such promotional materials are subject to Sponsor approval. In the course of planning, developing, promoting, and marketing the Events, Event Operator shall at all times portray Sponsor and its services in a positive fashion. Sponsor shall have approval over all promotional and advertising material bearing Sponsor's Marks or otherwise marketing the Sponsorship, which Event Operator wishes to utilize. Conversely, Event Operator shall have the right to approve all promotional and advertising material containing the name or title of the Events or Event Operator's Marks, which Sponsor wishes to utilize. Any disapproval must be reasonable and notice thereof must be given to the other party within three (3) business days following submission.

(d) Online Promotion. Commencing on the Effective Date, Event Operator will promote the Events through a series of online mentions, including but not limited to online and offline conversations, blog posts, and promotion throughout the TalentNet Live member community, ancillary sites, and social networking sites. Specifics of such promotions are outlined Schedule A.

(e) Media Release and License. Event Operator agrees that it will obtain all necessary releases related to photos and videos taken at the Events (the "Media Material"). Event Operator hereby grants Sponsor a

worldwide, perpetual, non-exclusive, royalty-free right and license to use, copy, display, publish and distribute the Media Material, in whole or in part, and to incorporate and use the Media Material in video, audio, print ads, Internet, still photography, and to reproduce, exhibit, broadcast, transmit and distribute advertising containing the Media Material. Event Operator agrees to waive any and all rights to inspect or approve any content, material or advertisement that incorporates the Media Material or the uses to which the Media Material may be applied. Event Operator agrees to hold Sponsor harmless from any liability in connection with the use of the Media Material.

5. Representations and Warranties.

Each party represents and warrants that (a) it has the full right and power to enter into this Agreement and fully perform its obligations hereunder; (b) it has the full right to grant the license to use the Marks pursuant to the terms and requirements set forth herein; and (c) the execution and delivery of this Agreement and the performance of its obligations hereunder will not violate or conflict with any other agreement to which it is a party or violate or infringe upon the rights of any third party.

6. Termination.

(a) By Either Party. Either party may terminate this Agreement (i) if the other party fails to comply with any of its material obligations hereunder and provided that the breach can be remedied, does not remedy such failure within thirty (30) days after being called upon to do so by written notice; or (ii) if the other party becomes bankrupt or insolvent or enters into a liquidation or enters into any arrangement with its creditors or any of them, or a receiver is appointed for it. Upon the termination or expiration of this Agreement, the parties shall immediately discontinue any and all use of the other party's Marks.

(b) By Sponsor. Sponsor may terminate this Agreement upon written notice to Event Operator if the Event is cancelled, delayed or deferred or if substantial changes are made with respect to any material aspects of the Events from the approved plans or prior versions of the Events.

7. Indemnification and Limitation of Liability.

(a) Indemnity. Each party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other party (the "Indemnified Party"), and its affiliated companies, agents, officers, employees and directors, from and against any and all losses, damages, liabilities, claims, demands, suits and expenses (including without limitation, reasonable attorneys' fees) that the Indemnified Party may incur or be liable for as a result of any third party claim, suit or proceeding made or brought against the Indemnified Party based upon, arising out of, or in connection with (i) infringement of any copyright, trademark, trade secret, patent or any other property right of a third party, or (ii) the Indemnifying Party's breach of any of its warranties, representations or obligations set forth herein.

(b) Notice. Each party (the "Notifying Party") will promptly notify the other party (the "Indemnifying Party") of the existence of any third party claim, demand or other action giving rise to a claim for indemnification under this paragraph and will give the Indemnifying Party a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that the Notifying Party will at all times have the right to participate in such defense at its own expense.

(c) Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, EXCEPT FOR OBLIGATIONS OF AN INDEMNIFYING PARTY UNDER

SECTION 7(a) TO THE EXTENT ARISING OR RESULTING FROM A THIRD PARTY CLAIM, NO PARTY SHALL BE LIABLE TO ANY OTHER PARTY (NOR TO ANY PERSON, FIRM OR OTHER ENTITY CLAIMING RIGHTS DERIVED FROM THE OTHER PARTY'S RIGHTS) FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND INCLUDING LOST PROFITS, LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT (INCLUDING WITHOUT LIMITATION AS A RESULT OF ANY BREACH OF ANY WARRANTY OR OTHER TERM OF THIS AGREEMENT), REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF. IN ADDITION, IT IS EXPRESSLY AGREED BY AND BETWEEN THE PARTIES HERETO, THAT Sponsor'S TOTAL AGGREGATE LIABILITY HEREUNDER TO EVENT OPERATOR (OR TO ANY PERSON, FIRM OR OTHER ENTITY CLAIMING RIGHTS DERIVED FROM EVENT OPERATOR) SHALL NOT, UNDER ANY CIRCUMSTANCES, EXCEED THE AMOUNT OF THE SPONSORSHIP FEE PAID BY Sponsor TO EVENT OPERATOR HEREUNDER.

8. Miscellaneous.

(a) Independent Parties. Nothing in this Agreement is intended to create, nor shall anything herein be construed or interpreted as creating, an agency, a partnership, a joint venture or any other relationship between Event Operator and Sponsor and both parties understand that, except as otherwise expressly agreed to herein, each shall be responsible for its own separate debts, obligations and other liabilities.

(b) Notices. All notices provided for or permitted under this Agreement shall be in writing and shall be (i) delivered personally; (ii) sent by facsimile with transmittal confirmation; (iii) sent by commercial overnight courier with written verification of receipt; or (iv) sent by certified or registered U.S. mail, postage prepaid and return receipt requested, to the party to be notified, at the address for such party set forth in the preamble to this Agreement, or at such other address of which such party subsequently hereto has provided notice to the other. All notices shall be deemed effective upon receipt.

(c) Conflict. In the event of any conflict between the terms of this Agreement and Schedule A attached hereto, the terms of this Agreement shall prevail.

(d) Governing Laws and Jurisdiction. This Agreement shall be construed and governed according to the substantive laws of the Commonwealth of Massachusetts without reference to the conflict of laws principles thereof. The parties expressly consent that any disputes arising out of this Agreement shall be submitted to the appropriate federal or state court located in Boston, Massachusetts.

(e) Entire Agreement. This Agreement and any Schedules specifically mentioned herein constitute the entire Agreement between the parties regarding the subject matter discussed herein and supersede all prior or contemporaneous discussions, representations, correspondence and agreements, whether oral or written, pertaining thereto. This Agreement may be amended or modified only by a writing duly executed by both parties.

(f) Waiver. The failure of either party at any time or times to demand strict performance by the other of any of the terms, covenants or conditions set forth herein will not be construed as a continuing waiver or relinquishment thereof and each party may at any time demand strict and complete performance by the other of said terms, covenants, and conditions.

(g) Survival of Representations. The representations, warranties, indemnification, and confidentiality provisions set forth in this Agreement shall continue and shall survive the termination of this Agreement.

(h) Confidentiality. Event Operator and Sponsor agree not to divulge or permit or cause their officers, directors, stockholders, employees or agents to divulge the substance of this Agreement except to their representatives and attorneys in the course of any legal proceedings to which either of the parties hereto is a party for the purpose of securing compliance with this Agreement or as may otherwise be required by law in the opinion of counsel for the party required to make such disclosure. Additionally, during and after the term of this Agreement, neither Event Operator nor Sponsor shall disclose to anyone for any reason, without the prior written consent of the other, any marketing plans, strategies, results, or other confidential information divulged to or learned by either party about the other from any source whatsoever, unless and until such information has generally become available to the public from sources other than the other party.

SCHEDULE A

Event Operator guarantees Sponsor the following in regards to TalentNet Live events.

Per event fee schedule

Benefits	Platinum(\$ 12,000)	Gold (\$8,500)	Silver (\$5500)	Bronze (\$4000)
Logo, link, and description available on event website and live event	*	*	*	*
Verbal acknowledgement during opening comments	*	*	*	*
Inclusion in general pre/post emails to attendees	*	*	*	*
Booth space at conference	*	*	*	
Ability to share handouts (i.e. brochures, white papers) in booth	*	*	*	
Complimentary Conference attendees	6	5	3	2
Participation in breakout discussions	*	*	*	*
Panel participant	*	*		
Keynote Presentation	*			
Inside Talent Webcast with Craig Fisher	2	1		
Attendee List	*	*	*	

Sponsor **Obligations:**

- Provide a high resolution logo at least 300dpi for use online and in print.
- Company description and links to be used in all promotions.
- Guest list. TalentNet LLC will provide Sponsor with guest forms to fill out.