

- 1) The Publisher, TRMG, LLP (“TRMG”), agrees to publish an advertisement or other printed promotional material (the “Ad”) on behalf of the “Buyer” being the party placing the order with TRMG, for the publication of the Ad that is printed or to be printed as part of one or more of the magazines or programs published by TRMG (the “Publication”) under the terms and conditions set forth herein.
- 2) Payment. The Ad Cost is non-refundable for any reason, including, without limitation, in the event of the cancellation of the Ad by Buyer. **Payment in full of the Ad Cost shall be due by the date listed on the order placed by Buyer as signified by Buyer’s signature on TRMG’s Order form.** Amounts not paid by Buyer within thirty (30) days of such order shall bear interest at the rate of one and one-half percent (1.5%) per month until paid in full. Notwithstanding the foregoing, **in no event shall an Ad be permitted to run in the Publication unless the Ad Cost is paid in full or other arrangements made in writing by and between TRMG and Buyer.**
- 3) Ad Placement. Advertising space is limited and is available on a first come, first served basis. Accordingly, except as otherwise specifically agreed by TRMG and Buyer, all advertising positioning/placement clauses or conditions will be treated as requests only and cannot be guaranteed. TRMG reserves the right to reject any advertisement to be of questionable taste or exaggerated claims.
- 4) Buyer’s Representations and Warranties. Buyer represents and warrants that:
 - a. It has the right, title and authority to contents and subject matter of the Ad and to place it in the Publication;
 - b. The Ad does not violate any law or regulation or infringe upon any right of any third party;
 - c. In the case of any Ad submitted for publication by the Buyer which contains the name or pictorial representation, whether photographic or otherwise, of any living person or any part of the anatomy of any living person and any material by which any living person may be identified, then the Buyer has obtained the authority of that living person to make use of his name, identity, representation and/or copy;
 - d. In the case of any Ad seeking financial investment or offering incentives for financial investment that the Buyer is an authorized person within the meaning of the Financial Services Act of 1986 and all other relevant state and federal laws or the contents of the Ad is otherwise permitted under such laws;
 - e. All color and mono copy will be delivered to the publisher at least 7 working days prior to the copy deadline;
 - f. All instructions, artwork or other material relating to the advertisement submitted to the Publisher by electronic means is year 2000 compliant and not corrupted; and,

- g. Buyer has retained sufficient quantity and quality of any artwork, film or other materials and copy relating to the Ad to the intent that TRMG shall not be liable for the loss of any of these items.
- 5) Buyer's Indemnification. In partial consideration of the placement of Ad in the Publication, Buyer agrees to indemnify and hold TRMG and its agents harmless from and against any and all damages, losses and expenses (including reasonable attorneys' fees and expenses) arising out of or related to the appearance of the Ad in the Publication, including, without limitation, claims or suits arising out of defamation, intellectual property infringement, misappropriation, unfair or deceptive trade practices or rights of privacy or publicity or from any and all similar claims.
- 6) Force Majeure. Neither party shall be held responsible for any delay or failure in performance of its obligations hereunder to the extent such delay or failure is caused by fire, flood, strike, civil, governmental or military authority, acts of God, acts of terrorism, acts of war, epidemics, or other similar causes beyond its reasonable control and without the fault or negligence of the delayed or non-performing party or its subcontractors.
- 7) Limitation of Liability. In no event shall (a) TRMG be liable for any special, consequential, punitive or indirect damages (including, without limitation, lost profits) even if it has been advised of the possibility of such damages, and (b) TRMG's liability under this Agreement exceed the Ad cost. Subject to the above, if an Ad contains an error caused by TRMG then, provided Buyer gives proper written notice to TRMG of the error in the Ad within 5 working days of its publication in the case of a single order; or before the Copy Deadline for its next insertion in the case of a series order., TRMG will at its discretion give Buyer credit for the cost of the Ad containing the error or publish the Ad a second time without charge (if appropriate) and to that extent such concession shall be TRMG's maximum liability.
- 8) Copyright. TRMG maintains all copyright right, title and interest in all material originated by TRMG.
- 9) TRMG's Rights. TRMG reserves the right at its discretion and without notice to the Buyer
 - a. To decline to publish or omit, alter, suspend or change the position of any Ad otherwise accepted for insertion;
 - b. To charge Buyer for any extra production and color processing costs because of any omission by Buyer to supply artwork, film, copy or other materials of sufficient quality.
 - c. To destroy all artwork, film, copy or other materials which have been in its possession for more than 6 months from the date of their last use by the TRMG unless written instructions have been received from the Buyer to the contrary.
 - d. To change its scale of advertisement rate at any time.
 - e. To change any matters shown on its Rate card

- f. While best endeavors will apply, no positional guarantees can be made on stand space at an event.
- g. Neither TRMG nor the event organizer can be held in any way responsible for freak weather, acts of God or other mitigating circumstances that might effect the profit and loss of any trade and display site.

10) With regard to the actual or intended insertion of an Ad in any Publication, TRMG shall not be responsible to Buyer for:

- a. Checking the correctness of the advertisement in the form it is received from the Buyer.
- b. Any error in the Ad in the form it is received from the Buyer.
- c. The wording or quality of color or mono reproduction of the Ad.
- d. The actual positioning of the Ad or non-inclusion in the Publication.
- e. The repetition of any error in an Ad ordered for more than one insertion.
- f. The distribution of the Publication in a specific geographical area.
- g. Any order given by the Buyer in the nature of a stop order or cancellation or transfer of the Ad unless it is given to TRMG in writing at least 14 working days before the copy deadline.
- h. Any loss whatsoever caused by any delay or failure by TRMG to issue the publication on the due date, or TRMG's decision to suspend the publication or cease the publication altogether.
- i. The payment of any damages or other compensation for breach of contract because of TRMG's failure to perform any of its obligations under this contract if such failure is caused by anything beyond TRMG's reasonable control (that is to say as a result of force majeure) including terrorism, strikes, lock-outs or other industrial actions or trade disputes, whether involving TRMG's employees or those of any third party.
- j. Any loss whatsoever caused as consequence of any instructions, artwork, or any other material relating to the advertisement being submitted by Buyer in electronic form that is not year 2000 compliant.
- k. Any other matter of complaint, claim or query (whether in relation to the advertisement or the invoice) unless raised with TRMG in writing within 5 working days following the insertion of the Ad, or of the date on which it is claimed the Ad was intended to appear, or the receipt by Buyer of the invoice giving rise to it.

11) Assignment. Buyer shall not assign this Agreement without the prior written consent of TRMG.

12) Governing Law and Expenses. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the law of the

State of Illinois, without giving effect to the conflict of law principles thereof. Any legal action of proceeding with respect to this Agreement shall be brought in the courts of Cook County, Illinois or in the U.S. District Court for Northern District of Illinois, Eastern Division. Each party accepts the exclusive jurisdiction of these courts. In the event a dispute arises among the parties hereto, the prevailing party in any litigation relative thereto shall be entitled to receive from the other party, reasonable expenses of litigation including attorney's fees and costs.

- 13) Miscellaneous. No conditions, printed or otherwise, appearing on contracts, purchase orders, insertion orders or instructions which conflict with the provisions of this Agreement will be binding on TRMG. A waiver by either party of a breach of this Agreement shall not be considered a waiver of any subsequent breach. This Agreement may be signed in one or more counterparts, and by each party on a separate counterpart, as well as via facsimile, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Sections 4, 5, 9 and this Section 10 shall survive any expiration or termination of this Agreement.
- 14) Signatures. Buyer acknowledges and agrees that the signature of its representative on this Agreement signifies that such representative has full authority to enter into this Agreement and to accept these Terms and Conditions on behalf of Buyer. Buyer further acknowledges and agrees that the printed name of its representative in the signature line accepting the terms of this Agreement is a legally binding signature on behalf of Buyer pursuant to the Uniform Electronic Transactions Act ("UETA"), the Electronic Signatures in Global and National Commerce Act ("ESIGN") and all relevant state and federal laws.