

APPLICATION AND EXHIBIT SPACE LICENSE AGREEMENT



2012 Latin America Computer, Audit, Control and Security (CACCS) Conference and Exhibition
2012 Latin America Information Security and Risk Management (ISRM) Conference and Exhibition
 1-3 October 2012 (Conference); 1-2 October 2012 (Exhibition)
 Hotel Cosmos 100, Bogotá, Colombia

Sponsored by ISACA

ISACA is hereby authorized to reserve space by stand number in the **2012 Latin America CACS/ISRM Conference and Exhibition** to be held in the *Hotel Cosmos 100*, Calle 100 No. 21A-41, Bogotá, Colombia, Tel: +1.571.646.4000, 1-3 October 2012 on behalf of our firm.

Please type or print in block letters. Return copy to ISACA.

Exhibitor Company Name _____
 Contact _____ Contact e-mail _____
 Address _____ Mail Stop/Floor _____
 City _____ State _____ ZIP/Postal Code _____ Country _____
 Phone _____ Ext. _____ Fax _____
 Website _____ E-Mail _____
 Products/Services to be displayed _____

Stand coordination materials should be mailed to: _____
 Address _____ Mail Stop/Floor _____
 City _____ State _____ ZIP/Postal Code _____ Country _____
 Phone _____ Ext. _____ Fax _____ E-Mail _____

The following space(s), indicated by number (see floor plan) are requested:

1st Choice _____ 2nd Choice _____ 3rd Choice _____ 4th Choice _____

Companies we wish to be near: _____ Companies we do not wish to be close to: _____

Several additional related marketing opportunities are available to Exhibitors. Check here if you want more information on increasing your visibility.

Please list my organization in the on-site Program Guide exactly as:

organization name	city	state	country
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Sponsorship/Booth/Advertising

- Platinum Sponsor\$ 25,000 (US) _____
 - Gold Sponsor\$ 15,000 (US) _____
 - Silver Sponsor\$ 11,000 (US) _____
 - Bronze Sponsor\$ 7,500 (US) _____
 - 1- 2m Tabletop.....\$ 2,500 (US) _____
 - Spotlight Educational Session\$ 5,000 (US) _____
- (plus any applicable tax)*

Make all checks payable to: ISACA
 Direct all payments, contracts and correspondence to:
 ISACA
 1055 Paysphere Circle
 Chicago, IL 60674
 USA

Advertising in On-Site Program Guide

- Half-page Ad (2 3/4"x4 1/4"), 4-color\$ 750 (US) _____
- Full Page Ad (5 1/2"x8 1/2"), 4-color\$ 1,250 (US) _____

For Wire Transfers:
 Bank of America
 Routing number: 0260-0959-3
 ISACA Account #: 22-71578
 S.W.I.F.T. number: BOFAUS3N
 Account name: ISACA
 (Please include firm name and **LATINCACS/ISRM 2012** on the Advice of Transfer)

Sponsorship _____
 [list items] _____
TOTAL _____

For more information contact ISACA Sponsorship Team at: Telephone: +1.847.660.5717 • E-mail: sponsorship@isaca.org

Exhibitor hereby applies for an Exhibit space license on the terms stated herein and in the attached Exhibition Regulations, which are hereby incorporated by reference and made part of this License Agreement.

EXHIBITOR: _____ Date: _____ ACCEPTED: _____ Date: _____

 Name of Exhibiting Company (print or type) ISACA

Signature _____ Signature _____

Name and Title _____ Name and Title _____
 (print or type) (print or type)

EXHIBITION REGULATIONS

1. **Agreement.** As a condition of exhibiting at the 2012 Latin America CACS/ISRM Conference and Exhibition and the 2012 Latin America CACS/ISRM Conference and Exhibition (2012 Latin America CACS/ISRM Conference and Exhibition), Exhibitor hereby expressly acknowledges and agrees to comply with the terms and conditions set forth in these Exhibitor Regulations. ISACA (the "Association") reserves the right to amend these Regulations or to make additions hereto. The Association further reserves the right to make specific exceptions to, or changes in, these Regulations without establishing a precedent or applying those exceptions or changes beyond the specific cases involved. The Association reserves the right, at its discretion and without necessity of refund, to terminate and revoke Exhibitor's use of exhibit space at the Conference if Exhibitor, after notice, fails immediately to cure any violation of these Regulations. The interpretation of these Regulations and all matters not covered by these Regulations are subject to the sole discretion of the Association.
2. **General Terms and Conditions.** The forwarding of the Application and Exhibit Space License Agreement to Exhibitor by the Association does not constitute an offer to Exhibitor to enter into an agreement of any kind, oral or written, with the Association. Exhibitor expressly acknowledges that the Association reserves the right to accept or reject exhibits, in its sole discretion with or without cause, and that no formal agreement shall exist between Exhibitor and the Association until this Agreement is fully executed by both parties.
3. **Payment and Cancellation.** Exhibitor shall pay the amount indicated in the Total line item on the first page of the Agreement. A nonrefundable deposit of fifty percent of the total fee must accompany the Application and License Agreement. The balance of the fee is due thirty (30) days prior to event. If the Agreement is executed less than thirty (30) days prior to the event, then the entire amount shall accompany the Application. Exhibitors cancelling after thirty (30) days prior to event will not receive any refund. The Association reserves the right to require payment from an Exhibitor for all past due amounts owing to the Association prior to the 2012 Latin America CACS/ISRM Conference and Exhibition. If such amounts are not paid, the Association may apply to those accounts any exhibit fees collected for the 2012 Latin America CACS/ISRM Conference and Exhibition and may cancel the License Agreement. The Association reserves the right, in its sole discretion, to refuse or revoke acceptance of any application at any time, including onsite at the Event. In such event, all fees shall be refunded to the Exhibitor, except for any past due amounts owing to the Association.
4. **Space Assignments.** Exhibit space will be assigned by the Association on a first-come, first-served basis per sponsorship level. The Association shall use its best efforts to locate the stand in one of the locations designated by Exhibitor on the Application, and to provide physical proximity to or separation from stands of other specified Exhibitors, as requested on the Application. Notwithstanding the above, the Association reserves the right to assign exhibit spaces so as to best meet the needs of all Exhibitors and to change location assignments at any time, as it may in its sole discretion deem necessary. The Association also reserves the right to alter the location of stands shown on the official floor plans as it deems advisable.
5. **Protection of Premises.** Exhibitor hereby acknowledges and agrees to adhere to and be bound by (a) all applicable fire, utility, and building codes; and (b) all applicable rules, regulations and policies of Hotel Cosmos 100. All decorative materials used by Exhibitors must be flame retardant. Exhibitor shall leave the exhibit space in the same condition as it was when Exhibitor entered upon the premises and shall not cause or permit others to cause any damage or disruption to the space or the facility.
6. **Tabletop Construction (Stand).** Stands must not obstruct the view or interfere with the displays of neighboring stands. The Association retains sole discretion and authority in the placement, arrangement, and appearance of all displays. Any part of the stand needing a finished surface two hours before the show opening will be draped at the expense of the Exhibitor. The Association will decide whether such drape is necessary.
7. **Maintenance.** The Association will provide for sweeping and cleaning the aisles of the exhibit area once daily. However, Exhibitors must, at their own expense, keep their space cleaned and in good order at all times. Any coverings of exhibits must be removed before opening hours of each show day.
8. **Storage of Packing Crates and Boxes.** Exhibitors will not be permitted to store packing crates and/or boxes within their exhibit space during show hours. If the size of packing crates and/or boxes permit, they must be stored under fully draped tables within Exhibitor's space. If items cannot be stored as described, these items must be properly marked and will be stored and returned to the stand by service contractors at the expense of the Exhibitor. It is the Exhibitor's sole responsibility to mark and identify his/her crates as soon as they are empty or otherwise ready for removal to facilitate the final preparation of the event for opening. Crates not properly marked or identified may be lost or destroyed. Storage and/or safekeeping of Exhibitor's crates and boxes are not the responsibility of the Association, Hotel Cosmos 100, or any representative thereof.
9. **Exhibit Hall Hours.** The Association reserves the right to set and limit the hours of the exposition, which shall be printed in the official program of the Conference. The exhibit hall will be open from 7.30 to 18.30 on Monday, 1 October 2012 and from 7.30 to 15.45 on Tuesday, 2 October 2012.
10. **Installation/Removal of the Display.** Exhibitor may begin setup of exhibits for the 2012 Latin America CACS/ISRM Conference and Exhibition on Sunday, 30 September 2012 at 16.00 and completed by Sunday, 30 September 2012, at 19.00. If Exhibitor fails to completely set up its exhibit by Sunday, 30 September 2012, at 19.00, Exhibitor will be denied access to the exhibit area for all purposes during the initial day of the conference. Thereafter, access to the exhibit area will be granted to Exhibitor at the sole discretion of the Association. Dismantling of exhibits may not commence prior to 15.45 on Tuesday, 2 October 2012. All materials and equipment used in connection with the exhibit must be completely packed and ready for removal or shipment by Tuesday, 2 October 2012, at 17.00, unless Hotel Cosmos 100 grants permission for longer storage or special handling.
11. **Stand/Exhibit Regulations.** Exhibitor shall use its exhibit space for the sole purpose of describing and demonstrating its products and services. Each display area assigned to Exhibitor must be staffed by an employee or representative of the exhibiting company at all times during exhibit hours. Exhibits and/or Exhibitors which, in the sole judgment of the Association, produce excessive noise or otherwise are in poor taste shall not be permitted. All aisle space is under the exclusive control of the Association and shall not be used for the purpose of exhibits or demonstrations. Exhibitor shall distribute literature regarding its products and services only from within its assigned display area(s). The set up is tabletop only. No full backdrop pop-up stands or backdrops will be allowed. If a full backdrop backdrop pop-up or backdrop are set up, exhibitor will be asked to dismantle it. One window shade or pull-up banner (size: max. 91 cm x 2.1m height) is allowed. Space restriction on table: 2m height, 1m wide and 60cm perimeter around table. No exhibits, advertising, or other promotional materials are permitted beyond the perimeter of the stand. The Association reserves the absolute right to remove, relocate, or restrict any objectionable exhibits, persons, advertisements, or any features which detract from the decorum of the Conference. No attachments of any kind may be made to the walls or stand without prior written permission from the Association and Hotel Cosmos 100. Should the Hotel provide additional Stand Regulations, the Exhibitor will abide by those regulations. If Exhibitor's display is restricted in any way or removed from the Conference facility for any reason by the Association or Hotel Cosmos 100 pursuant to this Section, all payments by Exhibitor in connection with the exhibit shall be forfeited to the Association.
12. **Authorized Representatives.** Exhibit stand personnel shall be restricted to owners, full-time employees of exhibiting companies, or other authorized representatives approved by the Association who are actually staffing the exhibit stand during the published move-in, show hours, and/or move-out hours. Each exhibiting company shall provide the Association in advance with the name and title of the person(s) who will be in attendance at the exposition and will be designated responsible for installation, operation, and removal of the exhibit. These representatives shall be authorized to enter into such service contracts as necessary, for which Exhibitor shall be responsible. Exhibitor personnel shall wear proper badge identification, as provided by the Association, prominently displayed, plus have corporate identification available for viewing by the Association or representatives of the Official Contractor, or Security, at all times. Each display stand will be entitled up to three complimentary badges for use by Exhibitor's personnel. Additional badges are available at a cost of \$100 USD per badge.
13. **Security.** The Association will not be responsible for the loss of any of Exhibitor's property or materials by or for any cause. Exhibitors must make provisions for safeguarding their goods, materials, equipment, and display at all times, and Exhibitors are urged to carry their own insurance through their own sources at their own expense. No package may be removed from the exhibit hall during the show without a written pass supplied by the Association and supported by proper credentials. All packages, cases, etc., are subject to examination before removal.
14. **Assignment and Sublease.** Exhibitor may not assign, sublet, or share the whole or any part of the space allotted without the prior written consent of the Association. Exhibitor may not display goods other than those manufactured or handled by that Exhibitor in the regular course of business. Only the signage of the company whose name appears on the Application may be placed on the stand or appear on any printed list of Exhibitors. No company not assigned space in the exhibition hall will be permitted to solicit business in any manner within the exhibit hall.
15. **Failure to Open Exhibition.** In the event that the premises of Hotel Cosmos 100 are destroyed or damaged, or the 2012 Latin America CACS/ISRM Conference and Exhibition fails to take place as scheduled or is interrupted and/or discontinued, or access to the premises is prevented or interfered with by reason of any strike, lockout, injunction, act of war, act of God, terrorism, emergency declared by any government agency, or for any other reason, this contract may be terminated by the Association. In the event of such termination, Exhibitor waives any and all claims for damages and agrees that the sole liability of the Association shall be to return Exhibitor's space fee, less Exhibitor's pro rata share of all costs and expenses incurred and committed by the Association.
16. **No Endorsement.** This Agreement confers only a limited license by the Association to Exhibitor to use one or more exhibit space(s) to be assigned by the Association for exhibition purposes at the 2012 Latin America CACS/ISRM Conference and Exhibition. It does not, and shall not be construed, interpreted, or described in any way to, constitute an approval, endorsement, or recommendation of Exhibitor or its products or services, or in any manner to create an agency relationship between the Association and Exhibitor.
17. **Licenses, Permits, and Insurance.** The Association's sole responsibility and obligation under this Agreement is to permit Exhibitor to use the assigned exhibit space for the purposes and under the terms and conditions described herein. The exhibit, and its installation, maintenance, and breakdown shall be solely the responsibility of Exhibitor. Exhibitor warrants that it shall, at its own expense, obtain any and all necessary or appropriate licenses, permits, and insurance required for the installation, maintenance, and breakdown of its exhibit(s) and for any of Exhibitor's employees or agents associated with the exhibit(s), and that it shall pay all taxes, fees, and costs incident thereto.
18. **Indemnification.** Exhibitor assumes entire responsibility and hereby agrees to protect, indemnify, defend and hold harmless the ISACA and Hotel Cosmos 100 and their respective officers, directors, members, employees, and agents against all claims, losses, and damages to persons or property, governmental charges or fines, and attorneys' fees arising out of or caused by Exhibitor's installation, removal, maintenance, occupancy or use of the exhibition premises or a part thereof, excluding any such liability caused by the sole negligence of the ISACA or Hotel Cosmos 100. In addition, Exhibitor acknowledges that neither the ISACA nor Hotel Cosmos 100 maintains insurance covering Exhibitor's property and that it is the sole responsibility of the Exhibitor to obtain business interruption and property damage insurance covering such losses by Exhibitor. Exhibitor shall be fully responsible to pay for any and all damages to property owned by Hotel Cosmos 100, its owners or managers which results from any act or omission of Exhibitor.
19. **Exhibitor-Sponsored Meetings and Social Events.** In the interest of the success of the 2012 Latin America CACS/ISRM Conference and Exhibition, Exhibitor agrees not to extend invitations, call meetings, or otherwise invite or encourage the absence of attendees from the 2012 Latin America CACS/ISRM Conference and Exhibition area during the official hours of the 2012 Latin America CACS/ISRM Conference and Exhibition. Hospitality events shall not conflict with Conference educational sessions.
20. **Miscellaneous.**
 - a. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. All disputes arising out of this Agreement shall be resolved by the courts of the State of Illinois, USA
 - b. If any provision of this Agreement shall be held invalid and unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof.
 - c. This Agreement may be executed in counterparts, each of which shall be an original, and all of which together shall constitute one and the same instrument.
 - d. This Agreement represents the complete understanding between Exhibitor and the Association, and no amendments, deletions, or additions hereto shall be binding without written approval from both parties, unless otherwise specifically provided herein.
 - e. Names of confirmed Exhibitors may be used by ISACA for promotion and publicity purposes for the Conference, including without limitation the right to use Exhibitor's logo or other identifying symbols ("Trademarks"). Additionally, photos and other recordings taken by ISACA staff or ISACA designated contractors during the Conference may also be used by ISACA for promotion and publicity purposes. Exhibitor grants ISACA a non-exclusive, fully-paid, royalty-free license to use Exhibitor's name and Trademarks for promotion and publicity purposes for this conference event.
21. **ISACA Event Roster Policy.** All exhibitors and sponsors agree to abide by the ISACA Event Roster Policy. Please contact the ISACA Conference Department should you have any questions.