



China Computer Forensics Conference & Exhibition 2009

6-8 December 2009 | CTS Hotel | Beijing, China

Thank you for your interest in being a Sponsor for the 2009 China Computer Forensics Conference and Exhibition. Please mark your desired sponsorship and booth selection on this form, and then sign and date this Sponsorship Agreement. Fax signed agreement to 801.596.3114 – Attention *CCFC 2009 Organizing Committee* or sign, scan and then e-mail to mckay@h11dfs.com. Upon approval, you will receive a confirmation e-mail and an invoice. All exhibitor instructions will be e-mailed to the contact listed on this form. Participation as a sponsor or exhibitor at CCFC 2009 is by invitation only and the CCFC Organizing Committee reserves its rights in making its selections.

Sponsor Company Name: _____

Primary Contact: _____

Title: _____

Address: _____

Address: _____

City / Country: _____

Phone: _____

Fax: _____

E-mail: _____

Website: _____

2009 Sponsorship Packages:

Sponsorship Package	Cost	Booth Space
Platinum Sponsor (2 max)	US\$ 10,000	8 x 20 booth
Gold Sponsor	US\$ 5,000	8 x 10 booth
Silver Sponsor	US\$ 2,500	8 x 10 booth
Bronze Sponsor	US\$ 1,500	8 x 10 booth

THE UNDERSIGNED ACKNOWLEDGES THAT HE OR SHE HAS READ AND ACCEPTS THE TERMS AND CONDITIONS SET FORTH HEREIN AND AGREES TO ABIDE BY SUCH TERMS AND CONDITIONS INCLUDING BUT NOT LIMITED TO THE CCFC 2009 GENERAL EXHIBITOR RULES.

The person signing this CCFC 2009 Sponsorship Invitation represents and warrants that he or she is authorized to bind Sponsor to the terms and conditions set forth herein.

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Sponsorship Level Details:

Platinum Sponsor \$10,000 (2 max):

- 8' x 20' exhibition booth
- 3 x 1 Hour Presentation/Training Sessions (1 hour per day)
- (4) Full conference registrations (\$2,000 value)
- (4) Exhibit Hall passes for your company employees
- 3 x Pieces of literature in CCFC Conference Bag, handed out to all attendees (\$750 value)
- Full page ad in CCFC 2009 Conference Program Guide (\$500 value)
- Logo on CCFC 2009 Conference website and program as Platinum Sponsor
- Logo on pre-show e-mail blasts
- Acknowledgment on all CCFC Conference banners as Platinum Sponsor
- Priority booth selection for CCFC 2010

Gold Sponsor \$5,000:

- 8' x 10' exhibition booth
- 2 x 1 Hour Presentation/Training Sessions
- (4) Full conference registrations (\$2,000 value)
- (4) Exhibit Hall passes for your company employees
- 3 x Pieces of literature in CCFC Conference Bag, handed out to all attendees (\$750 value)
- Half page ad in CCFC 2009 Conference Program Guide (\$300 value)
- Logo on CCFC 2009 Conference website and program as Gold Sponsor
- Logo on pre-show e-mail blasts
- Acknowledgment on CCFC Sponsor Board as Gold Sponsor

Silver Sponsor \$2,500:

- 8' x 10' exhibition booth
- 2 x 1 Hour Presentation/Training Sessions
- (3) Full conference registrations (\$1,500 value)
- (3) Exhibit Hall passes for your company employees
- 2 x Pieces of literature in CCFC Conference Bag, handed out to all attendees (\$500 value)
- Quarter page ad in CCFC 2009 Conference Program Guide (\$150 value)
- Logo on CCFC 2009 Conference website and program as Silver Sponsor
- Logo on pre-show e-mail blasts
- Acknowledgment on CCFC Sponsor Board as Silver Sponsor

Bronze Sponsor \$1,500:

- 8' x 10' exhibition booth
- 1 x 1 Hour Presentation/Training Session
- (2) Full conference registrations (\$1,000 value)
- (3) Exhibit Hall passes for your company employees
- 1 x Piece of literature in CCFC Conference Bag, handed out to all attendees (\$250 value)
- Logo on CCFC 2009 Conference website and program as Silver Sponsor
- Logo on pre-show e-mail blasts
- Acknowledgment on CCFC Sponsor Board as Silver Sponsor

Additional Conference Sponsorships

CCFC 2009 Evening Social Happy Hour Sponsor (1 Max): \$5,000

This highly promoted event is an excellent way to provide brand recognition for your company and to drive traffic to your booth in the Exhibit Hall.

- Includes hors d'oeuvres and open bar.
- Sponsor logo prominently displayed at the Evening Social hall entrances and exits
- Company logo displayed on the conference website and in the program guide

CCFC 2009 USB Drive Sponsor (1 Max): \$2,000

Sponsor the CCFC 2009 conference USB thumb drive that includes all of the submitted speaker presentations and lab materials.

- Company logo on official CCFC 2009 USB drive distributed at the registration desk to all attendees
- 2 x Electronic Ads and/or Brochures on the flash drive
- Company logo displayed on the CCFC 2009 website and in the program guide

CCFC 2009 Lanyard Sponsor: \$1,000

- Company logo displayed on official conference lanyard
- Distributed to every conference attendee at registration
- Company logo displayed on the conference website and in the program guide

CCFC 2009 Notepad Sponsor: \$1,000

- Company logo on each notepad, notepads provided to every attendee at registration
- Company logo displayed on the conference website and in the program guide

CCFC 2009 Pen Sponsor: \$1,000

- Company logo on each pen, pens provided to every attendee in official bag
- Company logo displayed on the conference website and in the program guide

CCFC 2009 Bag Literature (1) Sheet: \$250

- Have your product brochure in the official conference bag
- Distributed to every conference attendee at registration

Chinese language support: US\$ 150.00 per day for each Interpreter

TOTAL SPONSORSHIP FEE DUE: \$ _____

Payment Method: _____

Credit Card #: _____ Exp. Date: _____

Name on Card: _____

Cardholder Signature: _____

Billing Address: _____

Billing Address: _____

City / Country: _____

CCFC 2009 TERMS AND CONDITIONS

1. DEFINITIONS.

As used herein, the following terms shall have the respective meanings set forth below:

1.1 "CCFC" or "Conference" means the China Computer Forensics Conference & Exhibition scheduled to be held 6-8 December at the CTS Hotel in Beijing.

1.2 "CCFC Marks" means the CCFC name, logo and tag lines in the form provided by CCFC to SPONSOR for use under this Agreement; provided, however, that CCFC, from time to time, may change the appearance and/or style of the CCFC Marks.

1.3 "SPONSOR Marks" means the SPONSOR name, logo and tag lines in the form provided by SPONSOR to CCFC for use under this Agreement; provided, however, that SPONSOR, from time to time, may change the appearance and/or style of the SPONSOR Marks.

2. ELIGIBILITY. SPONSOR'S PARTICIPATION AS A SPONSOR OF THE CONFERENCE IS BY INVITATION ONLY, SUBJECT TO AVAILABILITY, AND THE CCFC ORGANIZING COMMITTEE RESERVES ITS RIGHTS AND DISCRETION IN MAKING ITS SPONSORSHIP SELECTIONS AT ALL TIMES.

3. TERMS OF ENGAGEMENT.

3.1 Sponsorship. The agreed upon Sponsorship Level Details form set forth herein ("Sponsorship Level") defines the Sponsorship Level and benefits that Sponsor is purchasing under this Agreement.

3.2 Pricing. Sponsor shall pay the agreed upon sponsorship fee set forth herein ("Sponsorship Fee") in the following manner

(a) Fifty Percent (50%) of Sponsorship Fees within thirty (30) days after the Effective Date of this Agreement, and

(b) Fifty Percent (50%) of Sponsorship Fees thirty days (30) prior to CCFC 2009.

The Sponsorship Fee shall be fully earned by CCFC as of the Effective Date of this Agreement.

3.3 Conference Ownership. The CCFC Organizing Committee shall be considered the owner and inventor of the Conference and, other than for those components provided by SPONSOR, shall maintain one hundred percent (100%) ownership of the intellectual property related to the Conference. Other than for SPONSOR intellectual property, SPONSOR hereby transfers and assigns any and all ownership interest that it may have in CCFC to the CCFC Organizing Committee.

3.4 Conference Control. At all times CCFC shall have exclusive control and sole authority over the Conference, including but not limited to, planning, content, marketing and promotion of the Conference.

3.5 Firm Commitment. SPONSOR is responsible for and agrees to fulfill all of its responsibilities pertaining to the Sponsorship Level and booth selection chosen at the time this Agreement is executed. The Sponsorship Level and Sponsorship Fee are non-cancelable and non-refundable.

3.6 Change of Space; Show Location and Dates. CCFC shall have the right, in its sole discretion upon notice to SPONSOR, to change SPONSOR'S space assignment after the acceptance of this agreement if it is deemed to be in the best interest of the Conference. CCFC will make reasonable efforts to ensure that any reassignment will be to an exhibit space that is of the same general style and size of SPONSOR'S original space. If a reduction in SPONSOR'S space is necessary, in CCFC'S opinion, SPONSOR will be reimbursed on a pro-rata basis. CCFC may re-name or re-locate the Conference or change the dates on which it is held, without the consent of SPONSOR. In such event, no refund will be due to SPONSOR, and CCFC will assign to SPONSOR, in lieu of the original space, such other space as CCFC deems appropriate and SPONSOR agrees to use such space under the terms of this Agreement. Any request made by SPONSOR to downgrade booth size may be accepted or denied at the sole discretion of CCFC.

3.7 Booth Sharing. SPONSOR shall not allow any other corporation or firm or its representatives to use the exhibition booth space allotted to SPONSOR, nor shall SPONSOR display articles, products, handouts, and/or other promotional materials, not manufactured or normally sold by SPONSOR. Booth sharing, subletting, licensing and co-participation by any other corporation or firm or its representatives in exhibition booth space assigned to SPONSOR is prohibited unless authorized in advance by written permission of CCFC.

3.8 SPONSOR Trademark License. Subject to all the terms and conditions of this Agreement, SPONSOR hereby grants CCFC a non-exclusive, non-transferable, non-sub-licensable license to use the SPONSOR Trademarks during the term of this Agreement solely on marketing or promotional materials related to the Conference.

3.9 CCFC Usage of SPONSOR Trademarks. CCFC hereby acknowledges and agrees that (i) SPONSOR Trademarks are owned solely and exclusively by SPONSOR, (ii) except as set forth herein, CCFC has no rights, title or interest in or to SPONSOR Trademarks and (iii) all use of SPONSOR Trademarks by CCFC shall inure to the benefit of SPONSOR. CCFC agrees not to apply for registration of SPONSOR Trademarks (or any element, derivation, adaptation, variation or name thereof, or any mark confusingly similar thereto) anywhere in the world, and not to challenge the registration of SPONSOR Trademarks.

3.10 CCFC Trademark License. Subject to all the terms and conditions of this Agreement, CCFC hereby grants SPONSOR a non-exclusive, non-transferable, non-sub-licensable license to use the CCFC Trademarks stated herein during the term of this Agreement solely on marketing or promotional materials related to the Conference.

3.11 SPONSOR Usage of CCFC Trademarks. SPONSOR hereby acknowledges and agrees that (i) CCFC Trademarks are owned solely and exclusively by CCFC, (ii) except as set forth herein, SPONSOR has no rights, title or interest in or to CCFC Trademarks and (iii) all use of CCFC Trademarks by SPONSOR shall inure to the benefit of CCFC. SPONSOR agrees not to apply for registration of CCFC Trademarks (or any element, derivation, adaptation, variation or name thereof, or any mark confusingly similar thereto) anywhere in the world, and not to challenge the registration of CCFC Trademarks.

4. INTELLECTUAL PROPERTY RIGHTS.

4.1 Technology and Intellectual Property. As between SPONSOR and CCFC, all SPONSOR intellectual property is and shall be the sole and exclusive property of SPONSOR. As between SPONSOR and CCFC, all CCFC Technology and all CCFC intellectual property is and shall be the sole and exclusive property of CCFC.

4.2 No Right by Implication. No license, release or other right is granted by implication or otherwise by SPONSOR to CCFC, or by CCFC to SPONSOR, except for the rights expressly granted under this Agreement. SPONSOR reserves all rights not expressly granted to CCFC herein. CCFC reserves all rights not expressly granted to SPONSOR herein.

5. DISCLAIMER OF WARRANTIES. THE COLLABORATIVE EFFORTS OF EACH PARTY UNDER THIS AGREEMENT ARE BEING PROVIDED "AS IS" AND WITH ALL FAULTS. THE REPRESENTATIONS CONTAINED IN THIS AGREEMENT ARE THE SOLE REPRESENTATIONS AND WARRANTIES OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT. CCFC EXPRESSLY MAKES NO WARRANTY AS TO THE SUFFICIENCY, NUMBER OF ATTENDEES OR QUALITY OF THE CONFERENCE OR TO AMOUNT OF MONEY AND RESOURCE THAT WILL BE DEDICATED BY CCFC TO THE PROMOTION OF THE CONFERENCE. NEITHER PARTY IS MAKING ANY OTHER REPRESENTATION OR WARRANTY (EITHER EXPRESS OR IMPLIED, BY FACT OR LAW) OTHER THAN THOSE SET OUT IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR FREEDOM FROM INFRINGEMENT.

6. DAMAGES AND INDEMNITY

6.1 Limitation of Liability. IN NO EVENT SHALL CCFC SOFTWARE BE LIABLE TO SPONSOR FOR ANY DAMAGES IN AN AMOUNT EXCEEDS THE FEES PAID BY SPONSOR FOR ATTENDING THE CONFERENCE.

6.2 Indemnification. SPONSOR shall indemnify CCFC Software for damages, direct or indirect, under this Agreement, including lost profits or for special, indirect, incidental, consequential or punitive damages arising out of or in connection with this Agreement or the subject matter hereof, regardless of the form of action. (Including, without limitation, breach of warranty, breach of contract, tort (including negligence), strict liability or statutory), and whether or not the SPONSOR has been informed of or might otherwise have anticipated the possibility of such damages.

7. CONFIDENTIALITY.

7.1 Confidential Information. CCFC and SPONSOR may exchange and identify certain information as confidential ("Confidential Information") at the inception of and from time to time during the Term of this Agreement. The Recipient shall maintain all Confidential Information of the Disclosing Party in confidence using the same standard of care that the Recipient uses to maintain its own confidential and proprietary information in confidence, but not less than a commercially reasonable standard of care; and the Recipient shall only use such information solely for purposes of performing its obligations and exercising its rights under this Agreement. Such obligation of confidentiality shall continue during throughout the Term and for a period of five (5) years from the date that the Term expires or this Agreement is terminated.

7.2 Injunctive Relief. CCFC and SPONSOR agree that unauthorized disclosure of Confidential Information or any other breach of this Article could result in irreparable harm. Accordingly, in the event that either CCFC or SPONSOR breaches its obligations with respect to Confidential Information under this Agreement, the Party injured shall be entitled to enjoin any further breach and may take such additional action as it deems necessary and appropriate including seeking damages in any court of competent jurisdiction.

8. TERM AND TERMINATION.

8.1 Term. The term of this Agreement ("Term") shall begin on the Effective Date and shall terminate thirty (30) days after the conclusion of the Conference.

8.2 Termination for Cause. Either party may terminate this Agreement if the other party commits a material breach and does not otherwise cure such breach within fifteen (15) days upon receiving written notice.

8.3 Violation of CCFC General Terms. It is agreed that the condition, rules and regulations set forth herein ("CCFC General Rules") in this Agreement are made a part hereof as though fully incorporated herein, and that the SPONSOR agrees to be bound by each and every one hereof. CCFC shall have full power in the matter of interpretation, amendment and enforcement of all CCFC General Rules and that any such amendments when made and brought to the notice of SPONSOR shall be and become part hereof as though fully incorporated herein and subject to each and every one of the terms and conditions herein set forth. If CCFC, at its sole discretion, determines that SPONSOR is in violation of any one of the CCFC General Rules, CCFC may remove SPONSOR from premises and participating in the Conference, withdraw its acceptance of this Agreement, refusing participation in future CCFC events and pursuing any other remedies it may have in law or equity.

8.4 Effect of Expiration or Termination. Any expiration or termination of this Agreement shall not relieve either Party from any obligations (including the payment of fees related to Conference). Upon expiration or any termination of the Agreement (a) SPONSOR shall return to CCFC all Confidential Information of CCFC that was provided by CCFC to SPONSOR hereunder, (b) CCFC shall return to SPONSOR all Confidential Information of SPONSOR that was provided by SPONSOR to CCFC hereunder, and Sections 1, 4-7, 8.3, 8.4 and 9 of this Agreement shall survive such termination. CCFC shall not have an obligation to provide any refund or credit of the Sponsorship Fee, or other consideration, to SPONSOR in the event that Sponsor unilaterally terminates this Agreement or if this Agreement is terminated due to an uncured breach from Sponsor.

9. MISCELLANEOUS.

9.1 Expenses. Each Party shall bear its own expenses for all expenses related to this Agreement and the Conference.

9.2 Independent Contractors. In making and performing this Agreement, the Parties are acting and shall act as independent contractors, and shall have no authority to obligate the other Party in any respect nor hold itself out as having any such authority. Nothing in this Agreement shall prohibit CCFC from selling additional sponsorships to CCFC or prevent either Party from working with similar vendors to independently create or market a conference or service similar in nature or functionality to CCFC.

9.3 Amendments in Writing. This Agreement may not be amended, supplemented or otherwise modified except by an instrument in writing signed by both Parties.

9.4 Severability. Any of the provisions of this Agreement which are determined to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability in such jurisdiction, without rendering invalid or unenforceable the remaining provisions hereof or affecting the validity or unenforceability of any of the provisions of this Agreement in any other jurisdiction.

9.5 Notices. Any notice, demand, or request with respect to this Agreement shall be effective only if it is delivered by U.S. postal service to the address first listed above or to such other address or numbers as may from time to time be given in writing by either Party to the other pursuant to the provisions hereof.

9.6 Governing Law. This Agreement shall be governed in accordance with the laws of the State of Utah, excluding its conflicts of law provisions. This Agreement is deemed entered into at Salt Lake City, Utah, and shall be construed as to its fair meaning and not strictly for or against either party. Both Parties hereby agree and consent that all disputes related to this Agreement shall be exclusively decided by an arbitrator located in Salt Lake City, Utah, whose decision shall be final and binding on both parties.

9.7 Force Majeure. If the performance by either Party of any of its obligations under this Agreement is prevented, restricted, interfered with or delayed by reason of any cause beyond the reasonable control of the Party obligated to perform, then the Party so affected shall, upon giving written notice to the other Party, be excused from such performance to the extent of such prevention, restriction, interference or delay, provided that the affected Party shall use its best efforts to avoid or remove such causes of nonperformance and shall continue performance with the utmost dispatch whenever such causes are removed. In the event the Conference is postponed under this provision, the parties agree that this Agreement shall apply to a rescheduled Conference of similar content and audience.

9.8 Assignment. Neither Party may transfer or assign its rights and delegate its obligations under this Agreement, without the other Party's consent, which shall not be unreasonably withheld.

9.9 Permitted Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

9.10 Non-Disparagement. Each Party agrees that during the term of this Agreement and for one (1) year thereafter, neither Party shall, in any communications with the press or other media or to any customer, client or supplier of the other Party, criticize, ridicule or make any statement that disparages or is derogatory to such other Party or its affiliates or any of its directors or officers.

9.11 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer on any person other than the Parties hereto or their permitted successors and assigns, any benefits, rights or remedies.

9.12 Contact Information. By providing CCFC with its contact information in the registration, SPONSOR hereby consents to CCFC sharing such information with its affiliates, partners, assigns, and certain event sponsors.

9.13 Entire Agreement. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES CONCERNING THE SUBJECT MATTER HEREOF AND SUPERSEDES ALL PRIOR UNDERSTANDINGS AND AGREEMENTS, WHETHER WRITTEN OR ORAL.

CCFC 2009 GENERAL EXHIBITOR RULES:

- Only CCFC 2009 exhibiting sponsors can distribute collateral and be present in the exhibit hall.
- CCFC 2009 exhibiting sponsors can only promote products and services and distribute collateral in their assigned booth space and any sponsored sessions.
- CCFC 2009 exhibitor behavior and promotions cannot interfere with the agenda, learning opportunities of conference event and attendees.
- The CCFC 2009 Organizing Committee shall have the right to photograph, video, or audiotape any and all exhibit spaces and attendees and include such photographic, video, or audio portrayals of attendee taken during or in connection with the CCFC 2009 event in any medium for the purpose of advertising, publicity, promotional, historical or otherwise, without compensation to attendee. Such includes the unrestricted right to copy, revise, distribute, display photographs, images, films, tapes or other recordings (including but not limited to the Internet and/or e-mail distributions).
- If in the opinion of the CCFC 2009 Organizing Committee, the Committee reasonably believes an exhibiting sponsor has become a detriment to the CCFC event, then the Committee shall have full discretion to remove said exhibiting sponsor from CCFC and reserves the right to terminate exhibiting sponsor's agreement.
- The CCFC 2009 Organizing Committee reserves the right to have CTS Hotel security staff remove any exhibitor that does not meet the guidelines outlined above.

Again, thank you for your support and participation in this historic conference.