

**CONFERENCE SPONSORSHIP  
TERMS AND CONDITIONS  
BTC Media LLC**

BTC Media, LLC (“Host”) will provide Conference Sponsorship of the blockchain conference (“Conference”) set forth on the Insertion Order entered into by you (the “Sponsor”) and Host on the terms and conditions set out below (“Terms”). With this agreement, Host hereby grants to the Sponsor, and Sponsor hereby accepts, all rights and benefits associated with the Sponsorship as described below and in accordance with its Sponsorship Type as itemized in the Insertion Order (the “Sponsorship Type”).

**1. Terms and Conditions.**

**1.1.** Host shall use commercially reasonable efforts to provide to Sponsor the sponsorship rights, benefits and services according to Sponsorship Type detailed in this Sponsorship Agreement and itemized in the Insertion Order. These terms apply to: (a) sponsorship of Host’s Conference; and (b) online advertisements and branding materials on and in Host’s online and/or print publications and collateral and/or its related email marketing lists and social media accounts (the “Conference Website”) (together, as set forth on the Insertion Order, the “Sponsorship”).

**1.2.** By placing an order, the Sponsor (which is the entity placing the order for the Sponsorship whether it is the advertiser/sponsor of the product or service referred to in the Sponsorship or the advertising agency or media buyer for such advertiser/sponsor) accepts and agrees to be bound by these terms in full.

**2. Sponsorship Benefits.**

**2.1. Marketing and Advertising:** Host will provide Sponsor with Conference-related branding, integrated into pre-Conference and Conference promotion and scheduling according to specifications of the Sponsorship Type. Branding may include (but not be limited to) banners, signage, collateral materials representation, branded materials seat-drop and branded meeting space as well as inclusion in advertising material used to promote the Conference. Sponsor will also be promoted via Host publications and the Conference Website and the Conference guide (printed program). Such promotions will be delivered at the sole discretion of Host. Sponsor agrees to deliver its company logo and speaker information by the deadlines provided in order to be included in promotional initiatives.

**2.2. Conference Website:** Sponsor will have the opportunity to provide information about Sponsor’s company, or any products/services offered by the company, and/or any speakers provided by the company, for inclusion on the Conference Website.

**2.3. Exhibit Space/Booth:** If Sponsorship includes exhibit space, a skirted table and basic signage will be provided by Host. Sponsor will provide all other display materials. Host reserves the right to veto any signage, handouts, giveaways and/or booth activities if not in the best interests of the conference. Sponsor agrees that no other company other than Sponsor’s will be present in or represented by booth.

**2.4. Meeting Room:** If Sponsorship Type includes private meeting space, Host will provide Sponsor with branded meeting space. Additional specialty furniture, signage, adjustments to space (other than relocation of space) or food & beverage will be arranged by the Sponsor, at the Sponsor's expense.

**2.5. Attendee List:** Host will provide, at Sponsor's request, a copy of the attendee list within 3 days prior to the Conference to aid in its internal marketing to attendees. The attendee list will include name, title and company (as provided by the attendee). Sponsor shall treat the attendee list as confidential and shall not share the list with any third parties. Sponsor shall not use the attendee lists for purposes unrelated to the Conference.

**2.6. Registration Discount:** Host will provide Sponsor with complimentary passes for the event and a discounted registration rate for any additional attendee registrations, according to the specifications of Sponsorship Type itemized in the Insertion Order. Discounts will not be offered for onsite registration.

### **3. Sponsorship Materials and Content.**

**3.1. Deadline.** Sponsorship Materials must be provided no later than the deadline specified by Host and meet technical specifications required.

**3.2. Standards; Rejection of Sponsorship Material.** Host may, without any responsibility to the Sponsor and at its sole discretion, reject, cancel or require any Sponsorship or Sponsorship materials to be amended if considered unsuitable or contrary to these Terms. Host may, in its sole discretion, remove, not serve, suspend or change the position of any such Sponsorship. Host may refuse to serve, or execute in any way, any Sponsorship for any Sponsor who has not paid any sums due for any Sponsorships. The Sponsor will remain responsible for all outstanding charges.

### **4. Lodging.**

**4.1.** All sponsors and exhibitors that are not local to the event agree to book lodging for their registered representatives at the Host's official hotel. The official hotel offers premium amenities, discounted rates and the best networking opportunities. Reserving with the Host's room block will help effectively control attrition and penalty fees, which directly benefits Host's sponsors and exhibitors.

**4.2.** Lodging reservations are available and offered at a discounted rate to registered attendees, sponsors and exhibitors. Should you receive communication from an outside company claiming to represent Host, the Conference, or the conference Hotel, please forward their contact information to Host.

**5. Online & Collateral Materials.** The Sponsor represents and warrants to Host that any landing page and/or destination site linked to or referred to from Sponsorship materials ("Sponsor's Site"), or any collateral materials, promotional materials, publicity or information materials produced by Sponsor relative to the Conference will (a) be decent, honest and truthful, (b) comply with the provisions of any applicable law, regulation or code of practice, (c) not be

libelous or obscene, (d) not infringe the rights of any person (including any person's intellectual property rights); (e) not be prejudicial to the image or reputation of Host or the Conference; (f) be free from viruses, adware, malware, and/or bit torrents, (g) not cause an adverse effect on the operation of the Conference Website, and (h) have a conspicuous privacy policy which complies with all applicable data protection and privacy laws, regulations and codes of practice.

**6. Trademarks/Approvals.** Each party hereby grants the other permission to use its trademarks solely in the performance of the Agreement. Any inclusion of the trademarks for use in creative materials, graphics, artwork, copy or press releases not specifically defined herein, must be pre-approved in writing by the owner of the trademark. Both parties acknowledge and agree that such trademarks are and shall remain exclusive property of the owner, and this Agreement does not confer any right or interest in such trademarks, except as specifically provided herein.

**7. Liability of Host.**

**7.1.** Host accepts no responsibility for any interruption or delays the Sponsor experiences in delivering any Sponsorship materials to Host nor any loss or damage to any Sponsorship materials. The Sponsor guarantees that it has retained sufficient quality and quantity of all materials supplied to Host.

**7.2.** Host shall use its reasonable endeavors to reproduce Sponsorship materials as provided by the Sponsor but cannot guarantee that the materials will be of the same quality.

**7.3.** Host cannot guarantee the time, dates and/or position of Sponsorship components and all such decisions will be at the sole discretion of Host. However, Host will use commercially reasonable efforts to comply with the wishes of the Sponsor.

**7.4.** If a Sponsorship is not executed at all solely due to a mistake on Host's part, Host will make a good faith effort to offer an alternative sponsorship package. If the alternative package is not accepted, the Sponsorship will be cancelled and the Sponsor shall be entitled to a full refund. This shall be the Sponsor's sole remedy for failure to execute the Sponsorship.

**7.5.** Host shall not be responsible, under any circumstances, for any loss of profit, loss of opportunity, loss of goodwill, loss of anticipated savings, loss of revenue and/or any other loss which happens as a side effect of the main loss suffered by the Sponsor or any loss which could not be contemplated by Host and the Sponsor, and Host's maximum total liability for any loss or damage arising out of or in relation to any Sponsorship whether in contract, tort or otherwise shall not exceed the total amount of the charges for the relevant Sponsorship actually paid by or on behalf of the Sponsor.

**7.6.** With regard to Sponsorship materials on the Conference Website, Host does not guarantee continuous, uninterrupted access by users of the Conference Website but will use reasonable efforts to provide this. In addition, Host will not be responsible for any failure or delay affecting production, publication or the transmission of the Conference Website and any Sponsorship materials contained in them, in any manner where such failure or delay results from any act, omission, interruption, fault or other condition beyond the reasonable control of Host.

7.7. Nothing in these terms and conditions shall affect the statutory rights of a Sponsor who is a consumer.

## **8. Liability of Sponsor.**

8.1. The Sponsor will fully reimburse Host for all claims, losses or expenses arising as a result of any breach or failure to perform on any of these terms and/or the use or publication of the Sponsorship by Host in accordance with these terms.

## **9. Rights.**

9.1. Host owns the copyright in all Conference Website materials written or designed by it or on its behalf, and the content, layout and format of the Website will be subject to variation at Host's sole discretion.

9.2. The Sponsor grants Host (free of charge), in any and all media or form of communication whether now existing or hereafter developed: (1) the non-exclusive worldwide right to use, transcribe, publish, reproduce, distribute, sell, display, or license Sponsor's presentation(s), as presented in the Conference, alone or in conjunction with other materials; (2) the non-exclusive worldwide right to use Sponsor's presentation(s) as part of a course book or in any other publication produced by Host; (3) the non-exclusive worldwide right to use Sponsor's presentation to promote and publicize Host; and (4) the non-exclusive right to use the name, likeness and biography of Sponsor-provided speakers in connection with the advertising, publicity and promotion of Sponsor's presentation(s), the Conference, and/or Host.

## **10. Payment.**

10.1. All Sponsorships are accepted on the basis that they will be paid for at the rate specified. Host may change its rates at any time. Any changes to the rates will take effect immediately. However, any changes to the applicable rates will not apply to any sponsorship made prior to the date of such change.

10.2. Host will provide Sponsorship services on a prepayment basis only, with 100% of the total agreed payment due in full (defined as funds clearing Host's bank) within 30 days of receipt of invoice but no later than one week before the event date (unless initiated within less than one week of conference). If the due date falls on a day that is not a business day, the payment is due on the first business day immediately prior to the due date. Advertiser shall pay interest on all late payments, calculated daily and compounded monthly at the greater of: (a) the rate of 2% per month or the highest rate permissible under applicable law, or (b) the rate of price appreciation of the growth of bitcoin, starting from the date of the original invoice. The Parties agree that it is common practice in the cryptocurrency industry for payors to delay payment in order to benefit from fluctuations in the price of bitcoin and agree that the provision in this Section 10.2 is reasonable.

10.3. Refunds. Any refunds paid to Sponsor pursuant to this Agreement shall be paid in the same currency (i.e. bitcoin/USD) and amounts that Sponsor originally paid the Host. For the avoidance of doubt, if Sponsor pays the Host in bitcoin, the maximum refund that the Sponsor

shall be entitled to is the number of bitcoin originally paid by Sponsor, regardless of the price appreciation or depreciation of bitcoin during the time in which the Host held the payment.

**11. Cancellation.** If the Sponsor is insolvent or bankrupt or is otherwise in breach of these terms, Host may treat the order as cancelled. Cancellation of a Sponsorship under circumstances other than as above, when occurring in excess of 90 days preceding the Conference, shall entitle the Sponsor to 50 percent of fees refunded. Cancellation at discretion of Sponsor occurring less than 90 days in advance of Conference shall not entitle the Sponsor to any refund. Host reserves the right to assess expenses in light of such cancellation and charge Sponsor additionally and accordingly.

**12. Force Majeure.** Neither party shall be liable for any delays in performance hereunder due to circumstances beyond its control including, but not limited to, acts of nature, acts of governments, delays in transportation, and delays in delivery or inability of suppliers to deliver.

**13. Miscellaneous.** A person who is not a party to these terms has no right to rely upon or enforce any of the terms. If Host fails or delays in exercising its rights or remedies provided by these terms, it shall not be deemed to have waived any right or remedy under these terms. Nothing in these terms shall be deemed to constitute a relationship of principal and agent, a partnership, joint venture, or co-ownership. Neither party shall have the authority to act for, bind or otherwise create or assume any obligation on behalf of the other, nor neither party shall hold itself out as having authority to do the same. These terms and the documents referred to herein, including Exhibit A, replace all previous agreements between the Sponsor and Host, and constitute the entire agreement between the Sponsor and Host in respect of the Sponsorships. To the maximum extent permitted by law, other than as set out in these terms, all warranties and representations, whether express or implied, are excluded. These terms (and any noncontractual obligations arising in connection with them) shall be governed by Tennessee law and the courts sitting in Davidson County, Tennessee will have exclusive jurisdiction in relation to these terms (and any noncontractual obligations arising in connection with them).

**14. Assignment.** Anything in the Agreement to the contrary notwithstanding, neither party shall assign the Agreement to any other entity, including an entity which affiliates or merges with or acquires either party, except when such assignment is approved in advance by the other party in writing, which approval the other party may in its sole discretion grant or deny.

**15. Applicability to Subcontractor.** Sponsor shall ensure that its subcontractors performing hereunder also adhere to the applicable provisions of this Agreement.

**16. Representations and Warranties.** The Sponsor hereby represents and warrants to Host: (a) that the Sponsor or its agent has the full right, power, and authority to enter into this Agreement and to grant the rights herein granted; (b) that any materials supplied by the Sponsor for use in connection with the Conference do not and will not contain anything that is libelous, that infringes or violates any copyright, trademark, right of privacy, or other right of any kind of any person or entity or the publication of which will otherwise give rise to legal cause of action; (c) that neither the Sponsor nor any of the Sponsor's representatives has given or will give the Host any material that the Sponsor and/or the Sponsor's representative knows or should know is false or materially misleading; (d) the Sponsorship will not be prejudicial to the image or reputation of Host or the

Conference Website, and will not contain anything that Host in good faith considers to be offensive or otherwise inappropriate; (e) all Sponsorship materials submitted for publication online will be free of any viruses, adware, malware, bit torrents, and will not cause an adverse effect on the operation of the Conference Website; (f) Where the Sponsor is an advertising agency or media buyer, the Sponsor represents and warrants that it is authorized by the advertiser of a product or service to arrange the Sponsorship with Host and the Sponsor will indemnify and hold Host harmless against any claim made by such advertiser against Host.

**17. Waivers and Indemnification.** Sponsor waives all claims against Host for any injuries, damages, losses or claims, whether known and unknown, which arise during or resulting from its participation in the Conference, regardless of whether or not caused in whole or part by the negligence or other fault of Host. Sponsor releases and forever discharges the Host from all such claims. Sponsor agrees to indemnify and hold Host harmless from all losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorneys' fees and other litigation costs and expenses) incurred by the Host as a result of any claims or suits that Sponsor (or anyone claiming by, under or through Sponsor) may bring against Host to recover any losses, liabilities, costs, damages or expenses which arise during or resulting from Sponsor's participation in the Conference, regardless of whether or not caused in whole or part by the negligence or other fault of Host.

**18. Amendment.** Host reserves the right, in its sole discretion, to modify, alter, or otherwise change this Agreement at any time. Such changes, modifications, additions or deletions shall be effective immediately.