



2012 SPONSORSHIP AGREEMENT

3rd Annual Developing Unconventional Oil Conference & Exhibition

May 14-16, 2012, Colorado Convention Center, Denver, CO-USA

A Hart Energy event **HART ENERGY**

Sponsor named below hereby applies for a certain sponsorship for the Event identified above. Enclosed with this form is a deposit for 50% of the total sponsorship fee. If the 50% deposit did not accompany submission of this form, Sponsor agrees to pay such deposit immediately upon receipt of invoice and the remaining 50% balance no later than April 13, 2012. Sponsorship Fees are nonrefundable except for Hart's cancellation of the event and as otherwise expressly stated in Section 7 in the Sponsorship Rules, Regulations and Additional Conditions on the back of this form.

Company name (Sponsor): _____

Mailing address: _____

City/state/country/zip (postal code): _____

Contact: _____ Title: _____

Tel: _____ Fax: _____ E-mail: _____

Billing Contact Name: _____ Title: _____

Mailing Address: _____

Phone: _____ E-mail: _____

Signature: _____ Date: _____

Signer's full name: _____ Title: _____

Sponsor's signature below signifies that Sponsor has read, understands, and agrees to be bound by all the terms and conditions on the front and on the back of this form (including the SPONSORSHIP RULES, REGULATIONS, AND ADDITIONAL CONDITIONS, which constitute part of this Agreement). Also by signing below, Sponsor acknowledges that if Sponsor has deemed it necessary or desirable, Sponsor has raised and obtained satisfactory answers to any questions about the clarity, legibility, or readability of this form (front and back). *This form must be signed for application to be processed.*

Sponsorship Details: Name of Sponsorship: _____ Sponsorship Fee: _____

Method of payment: Please check appropriate box.

Check Wire Transfer Credit Card: VISA MasterCard AMEX

Mailing Address for Checks: Event c/o Hart Energy Publishing, LLLP, P.O. Box 203345, Houston, TX 77216-3345 *Please note event & invoice number*

Please send US wire transfer payments only to: JPMorgan Chase, 712 Main St., Houston, TX 77002 • Tel: 800-621-3735 ABA# 021 000 021 ACH# 111 000 614 Swift Code: CHASUS33 • Account #:00113355839

Credit Card Number _____ Expiration Date _____ Amount: _____

Full Name (as it appears on card): _____

By signing below, Card Holder acknowledges that he/she has read the front and back of this form, and agrees to be bound by all its terms and conditions. Card Holder's signature also acknowledges that if Card Holder has felt it necessary or desirable, Card Holder has asked about anything unclear, illegible, or unreadable in this form (front and back), and has obtained answers that Card Holder regards satisfactory. Card Holder authorizes (and agrees not to dispute) charges up to the amount of this agreement at anytime from the date of submission of this form through the closing of this Show.

Card Holder Signature: _____ Date: _____

Accepted for **Developing Unconventional Oil 2011 Conference & Exhibition**

By: _____ Printed Name: _____

Date received: _____ Amount received: \$ _____ Amount due: \$ _____

RETURN THIS COMPLETE DOCUMENT BY PERSONAL DELIVERY OR FIRST CLASS MAIL TO:

Mark Immekus / Fax: +1 713 840-8585 / Email: mimmekus@hartenergy.com / 1616 Voss Rd., Suite 1000, Houston, TX, 77057 USA

For use by Show Management only: An event of Hart Energy Publishing LLLP

SPONSORSHIP RULES, REGULATIONS, AND ADDITIONAL CONDITIONS

3rd Annual Developing Unconventional Oil Conference & Exhibition, May 14-16, 2012, Denver, CO, USA

1 **Offer and Acceptance.** Sponsor's submission of the 2011 Sponsorship Agreement form, with or without a deposit, shall constitute an offer from Sponsor to enter into such Agreement with Hart Energy Publishing LLLP ("Hart" or "Show Management"). Such offer can only be accepted by Hart's signing such Agreement at Hart's place of business in Houston, Texas, USA. After signing in Houston, Texas, USA, Hart will send to Sponsor a fully signed copy of the one-page (front and back) Agreement document, which sending shall constitute Hart's acceptance and cause the Agreement as a whole to become effective.

2 **Soliciting/Social Functions.** Sponsor is prohibited from distributing (i) items at the Event other than as provided for in the Sponsorship Agreement, and (ii) items that are other than Sponsor's own materials; in each case, unless Sponsor has obtained Hart's prior written approval. These prohibitions apply before, after, or during the Event's official hours. Canvassing at any time during the Event or distribution of advertising matter, souvenirs, or any other items whatsoever by anyone who is not a paid sponsor is strictly forbidden. Sponsor is prohibited from taking photographs of other than Sponsor's exhibit, without Hart's prior written approval. Provided Sponsor has obtained prior written permission from Hart, Sponsor may conduct social functions in public areas of the Event venue, the host hotel, or other properties in the vicinity of the Event as long as such functions do not conflict with scheduled Event programs or activities.

3 **Sponsor's Materials.** Sponsor's materials will not be permitted to interfere with any other sponsorships, the Event itself, or to impede access to Event exhibits or the free use of aisles. All demonstrations and the distribution of Sponsorship promotional materials must be in accordance with this Agreement. Distribution of food or promotional giveaways must be approved in advance of the Event by Hart. Sponsor agrees to deliver to Hart all materials reasonably required for the performance of the Agreement, including but not limited to an electronic copy of Sponsor's logo, in a format and within the deadlines set by Hart. Sponsor understands and agrees that upon initial proofing of Hart's use of Sponsor's logo on Sponsor's materials provided by Hart in accordance with the Agreement and written approval confirmation from Sponsor on such proof, any modification or revision of Sponsor's logo, trade name or trademark in the Sponsorship materials requested by Sponsor is at the sole responsibility and direct cost of Sponsor. Sponsor understands and agrees that upon initial proofing of Hart's use of Sponsor's logo, any modification or revision of Sponsor's logo, trade name or trademark in the Sponsorship materials is at the sole responsibility and direct cost of Sponsor. Sponsor grants to Hart a fully-paid, perpetual, worldwide, non-exclusive license to use, display, and reproduce (in print, electronically, or otherwise) Sponsor's name, trade names, logos, and product names in any listing of those companies sponsoring the Event and in Event promotional materials. In addition, Sponsor authorizes Hart to take photographs of Sponsor's exhibit and staff during, before, or after the Event and to use such photographs for any legitimate promotional purpose of Hart.

4 **Copyrighted Material.** Sponsor agrees not to play, broadcast, perform, or distribute any copyrighted material owned by others without first obtaining (at its own expense) all necessary rights and licenses and paying in full all required royalties or other fees. Hart reserves the right to remove any Sponsor material incorporating copyrighted material for which such Sponsor fails to timely provide sufficient evidence of authorization. Hart also reserves the right to revoke the Sponsorship as a result of the extent of such copyright infringement.

5 **Remedies.** If Sponsor fails to make any payment or otherwise breaches any provision of the Agreement, and fails to cure within a reasonable time (as defined in the next sentence) after Sponsor has received written notice from Hart specifying the breach, Hart shall have the right to exercise (without further notice) any one or more of the following remedies at any time after such reasonable time has passed: (i) cancel the Agreement in whole or in part; (ii) revoke the Sponsorship or any portion thereof; (iii) have any of the Agreement's violated provisions specifically enforced; and (iv) exercise any other remedy available by rule of law. By "reasonable time" is meant: (i) immediately, in the case of any breach occurring not more than five (5) days before or during the Event; (ii) 24 hours, in the case of any failed payment; and (iii) 5 days, in the case of any other breach. In addition, Hart may keep any and all monies received from Sponsor as liquidated damages, it being understood that Hart's losses and damages from Sponsor's breach of the Agreement are difficult to ascertain and that the agreed liquidated damages are not intended as a penalty. Upon cancellation of the Agreement, Hart may (without prejudice to any other available remedy) resell the Sponsorship in any other manner as Hart deems advisable in its sole discretion, without any obligation to Sponsor.

6 **Liability.** Neither Hart nor its agents or representatives will be responsible for any injury, loss, or damage that may occur to Sponsor or to Sponsor's employees, invitees, licensees, or guests, or Sponsor's property, from any cause whatsoever (including but not limited to errors or omissions in any Event promotional materials). Under no circumstances shall Hart or its agents or representatives be liable for (i) any special, indirect, incidental, or consequential loss or damage whatsoever, or (ii) any loss of profit, loss of use, loss of opportunity, or any cost or damage resulting from any such loss. Sponsor acknowledges that the risk allocations of this Section are reasonable based on the understanding that Sponsor shall obtain, at its own expense, adequate insurance against any such injury, loss, or damage. Anyone visiting, viewing, or otherwise participating in Sponsor's table or exhibit (when the Sponsorship includes a table or exhibit) is deemed to be the invitee, licensee, or guest of Sponsor, and not the invitee, licensee, or guest of Hart. Sponsor assumes full responsibility and liability for the actions or omissions of its agents, employees, independent contractors, or representatives, whether acting within or without the scope of their authority, and agrees to defend, indemnify, and hold Hart, the Event venue, and their respective privies, harmless from and against claims resulting directly or indirectly from such actions or omissions. There is no other agreement or warranty between Sponsor and Hart except as set forth in this Agreement. The rights of Hart under the Agreement shall not be deemed waived except through a writing signed by an authorized representative of Hart.

7 **Force Majeure.** Hart shall not be liable for failure to perform its obligations under the Agreement as a result of strikes, riots, terrorist acts, acts of God, or any other cause beyond its control. In case the Event venue is damaged or destroyed by fire, the elements, or any other cause, or if circumstances make it unreasonably difficult for Hart to permit Sponsor to fulfill its Sponsorship or benefit from the Sponsorship opportunity in any part or the whole of the Event, then during such circumstances Hart, the building management, and their respective privies will be released and discharged from the obligation to supply Sponsorship, and Sponsor will be reimbursed a proportionate share of the Sponsorship cost previously received by Hart from Sponsor.

8 **Insurance.** For the term of the Agreement and until the Event is completed, Sponsor shall at all times maintain insurance in an amount and scope to be reasonably satisfactory to Hart and sufficient to cover the liabilities of Sponsor under the Agreement, including Sponsor's contractual obligations to defend, indemnify, and hold harmless, as stated in the Agreement. Hart shall be added as an additional insured to such insurance. Sponsor's insurer shall confirm to Hart that such insurance cannot be canceled or changed without thirty (30) days prior written notice to Hart. Sponsor agrees to provide Hart a suitable certificate verifying that the required insurance is and will remain in force for the duration of the Event.

9 **Jurisdiction and Attorney Fees.** Should any legal action be commenced to resolve any dispute under the Agreement: (i) Sponsor hereby consents to venue and jurisdiction in the federal or state courts located in Houston, Texas, and agrees that no such action may be brought in a forum not located in Houston, Texas; and (ii) the prevailing party shall be entitled to an award of litigation expenses, interest, and reasonable attorney fees, in addition to any other remedy obtained.

10 **Laws, Taxes and Licenses.** Sponsor shall observe and abide by all applicable federal, state, and local laws, codes, ordinances, rules, and regulations, as well as all rules and regulations of Hart and the host venue. Sponsor shall conduct itself, and shall require its agents, employees, independent contractors, and representatives, to conduct themselves, at all times in accordance with customary standards of decorum and good taste in the industry. Sponsor shall be responsible for obtaining any licenses, permits, or approvals required under local, city, state, or national law applicable to Sponsor's activities at or related to the Event. Sponsor shall be responsible for obtaining any tax identification numbers and paying all taxes, license fees, or other charges that may become due to any governmental authority concerning Sponsor's activities at or related to the Event.

11 **Cancellations.** In the event that Sponsor wishes to cancel some or all of its Sponsorship, Sponsor may request and Hart may grant such cancellation, but only with the following understandings: (i) all cancellations must be requested in writing and addressed to Hart Energy Publishing Events at the address below; (ii) Hart is not required to refund any portion of moneys (the 50% deposit, full fee, or otherwise) previously paid by Sponsor; (iii) if Sponsor's cancellation request is received by Hart after the Agreement has become effective, Sponsor nevertheless agrees to pay the full fee based on the original space requirements, before such cancellation will become effective. Hart assumes no responsibility for having included the name of Sponsor in the Event catalog, brochures, news releases, or other materials.

12 **Changes.** If Sponsor requests an increase of its Sponsorship after the Agreement has become effective, Hart will use reasonable best efforts to accommodate such request, subject to sponsorship availability, additional fee payment, and other circumstances then prevailing. If Sponsor requests a change that leads to a net reduction of sponsorship from original requirements, such request shall be covered by Section 11 above.

13 **Other Matters.** The Event is owned and managed by Hart Energy Publishing LLLP, whose main office is at 1616 Voss Road, Suite 1000, Houston, TX 77057. Sponsor understands and agrees that it may not assign the Agreement, in whole or in part, or any rights thereunder to any third party without the prior written permission of Hart. All matters not expressly covered in the Agreement are subject to the reasonable decision of Hart, which decision shall be final.