

This Leadercast 2017 Host Site Terms and Conditions document (this “Agreement”), executed as of the Date of Agreement stated above, is by and between the above-named Host (“Simulcast”) and GiANT Impact, LLC (“GiANT”), and governs the terms and agreement of the parties with respect to the Leadercast 2017 (the “Event”) and Host’s purchase to receive and offer a one-time viewing of the broadcast of the Event (the “Broadcast”) at the Host site location designated above (the “Simulcast Site”).

For and in consideration of the payments referenced above and the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Designation of Type of Host. As designated above, Host is either (i) a Private Host that will not charge ticket holders/attendees to attend the viewing of the Broadcast (a “Private Simulcast”), or (ii) a Public Host that will charge ticket holders/attendees to attend the viewing of the Broadcast (a “Public Simulcast”).

2. Designation of Type of Broadcast. As designated above, pursuant to this Agreement, Host has elected to obtain either a limited, revocable, conditional, non-exclusive, non-assignable permission (i) to receive the Broadcast live and offer a single viewing of the Broadcast live at the Host Site on the “Event Date” stated above (a “Live Broadcast”), or (ii) to receive a web link recording of the Broadcast (the “Broadcast Recording”) and use the Broadcast Recording to offer a single viewing of the Broadcast at the Host Site on the “Rebroadcast Date” stated above (a “Rebroadcast”).

3. Live Broadcast. The following shall apply to Host if Host has elected to obtain a Live Broadcast:

(a) Live Broadcast Feed. GiANT will offer and transmit the Broadcast to Host on the Event date Host will choose and designate the live Broadcast feed (Satellite or Webcast) based upon the requirements of the Host Site as determined by Host. Host is responsible for properly setting up Host’s chosen Broadcast feed option in compliance with the information provided to Host. Web stream viewing options are subject to change at the discretion of GiANT Impact.

(b) Host Site Testing Requirement. Three (3) Broadcast feed tests (“Feed Tests”) will be scheduled and held by Host in order to verify that the Host Site satellite, computers, and/or networks to be used on the Event Date will be compatible with the Broadcast protocol and bandwidth. **Host Site is required to participate in two of the three Feed Tests prior to the Event.** If Host fails to participate in the required Feed Tests, GiANT will not be held responsible for unsuccessful receipt of the Broadcast or feed on the Event Date. GiANT will have support services available on the Event Date to address issues or changes that would affect the Broadcast via email, chat room, and/or telephone support, but will not be able to address setup issues for Host Sites that failed to complete the Feed Tests or related requirements.

(c) Technology Failure. GiANT is not responsible for any internet connection failure due to issues with Host’s ISP (Internet Service Provider), any interruption(s) due to fiber cuts or any other physical damage on the “last mile” connection (the connection from the telecommunications demarc to Host’s on premise Host Site wiring), any on-site malfunctioning of equipment (including, but not limited to, routers/firewalls, cabling, computer equipment, servers, etc.), or signal interruption(s) due to acts of God, power failure or any other cause beyond GiANT’s reasonable control.

(d) Live Broadcast Limitation. The Live Broadcast provided herein is limited and Host may only use the Broadcast in accordance with the terms of this Agreement to offer a single viewing of the Broadcast live on the Event Date at the one (1) Host Site designated above. Host is therefore limited to one (1) Broadcast downlink at one (1) location only. Host may obtain an additional Agreement for each additional Broadcast downlinks and/or additional Host Site locations upon the payment of additional fees and the execution of a separate Leadercast Simulcast Host Site Agreement.

4. Rebroadcast. The following shall apply to Host if Host has elected to obtain a Rebroadcast:

(a) Broadcast Recording. GiANT will send Host the Broadcast Recording at least one (2) weeks prior to the designated Rebroadcast Date via a web link for the host to stream the recording.

(b) Limitation. The Rebroadcast provided herein is limited and Host may only use the Broadcast Recording in accordance with the terms of this Agreement to offer a single viewing of the Broadcast on the Rebroadcast Date at the one (1) Host Site designated above. Host is therefore limited to one (1) use and viewing of the Broadcast Recording at one (1) location only. Host may obtain an additional Agreement to use the Broadcast Recording at a different Host Site location



upon the payment of additional fees and the execution of a separate Leadercast Simulcast Host Site Agreement.

5. Tickets Package Selection; Admission. Host may sell or distribute tickets to view the Broadcast (“Tickets”) at its discretion in accordance with the terms of this Agreement; provided, however, the maximum number of Tickets that Host may sell or otherwise issue shall be limited to the number of Tickets indicated in the Ticket Package Selection indicated above. The maximum number of persons that may view the Broadcast is equal to the number of Tickets indicated in the selected Ticket Package Selection, and all attendees of the Broadcast must have a Ticket. All Tickets are non-refundable, and GiANT will not offer a reimbursement for any unsold/unused Tickets.

6. Customized Site. GiANT shall provide Host with a customized website for marketing Event communications (the “Customized Site”). The right to use the Customized Site includes complimentary Event journals based on the selected Ticket Package Selection, and Host will have access to frequently asked questions (FAQ), best practices/marketing information, technology support, and other resources to assist Host in creating a successful event in its community/organization. If Host is a “Public Host” and offers Tickets for sale at the price of \$49.00 or more per Ticket, Host’s Host Site will be included in a location finder app on GiANT’s Event website as an added marketing service.

7. Intellectual Property; Use of Broadcast/Broadcast Recording. GiANT reserves all rights to, and Host acknowledges and agrees that, all right, title and interest in and to (i) the Event, the Broadcast, the Broadcast Recording, the Event name, logo, and related marks, and the Event programming content (including but not limited to, the images, audio or video content, scripts, and other materials developed by or under license to GiANT used in the transmission of or to support the Broadcast of the Event), (ii) any and all advertising, marketing, publicity and promotional materials and other materials developed and/or provided by GiANT in connection with the Event, (collectively, “GiANT Marketing Materials”), and (iii) all other advertising, marketing, publicity and promotional materials and other materials relating to or furnished in connection with the Event, including, without limitation, all ideas, creations, properties, and other tangible and intangible materials, and the copyright therein, shall be, become and remain the sole and exclusive property of GiANT.

Host agrees not to record, tape, transcribe, reproduce, resell, repurpose, or store any part of the Broadcast or the Broadcast Recording in any form whatsoever without the express written consent of GiANT. Host hereby acknowledges that GiANT is offering the Broadcast to Host which has no license or ownership right to the Broadcast, and that the Broadcast/Broadcast Recording will only be used as specifically provided in this Agreement and will not be used in any other manner, or for any other commercial or personal use, whatsoever.

8. Event Speakers and Program; Media.

(a) Event Speakers; Changes to Event Program and Materials. GiANT reserves the right to substitute Event speakers for any reason whatsoever (including, without limitation, for illness, force majeure events, death, or speaker cancellation) and to make programming changes as the producer of the Event to ensure the continuity of the Event programming. Any opinions, advice, statements or other information expressed by Event speakers are those of the respective speakers and do not necessarily state or reflect those of GiANT and should not be attributed to GiANT. In addition, GiANT reserves the right, in its sole and absolute discretion, to at any time change, revise, and/or replace the Event schedule and format, the Event speakers, the Event name, logo and marks, the GiANT Marketing Materials, and other matters or materials relating to the Event and the marketing of the Event.

(b) Media. Host specifically agrees that it will not permit any members of the media to attend the Broadcast of the Event (in their capacity as members of the media) and that Host will not issue any press credentials to view or attend the Broadcast. Host shall not permit flash photography cameras or recording devices at the Host Site during the Broadcast, and Tickets issued to attendees of the Broadcast at the Host Site must provide that attendees may not film, videotape, photograph, or record the Event and/or the Broadcast in any media whatsoever. In the event of any violation of this paragraph by Host, in addition to the other remedies provided by the terms of this Agreement for breach of this Agreement, GiANT may refuse to provide the Broadcast to Host.

9. Marketing and Event Promotion. Host agrees the Event speakers are under contract with GiANT and contacting any speaker or the speaker’s organization/agency to promote Host directly for any reason is strictly prohibited. GiANT will



provide Host with the Event speakers' style guidelines ("Style Guides") and with certain GiANT Marketing Materials. Host shall use the GiANT Marketing Materials in connection with Host's advertisement, promotion, publicity and marketing of the Broadcast of the Event. All Event advertising or marketing materials used or created by Host (including those elements containing only the GiANT Marketing Materials) shall be in compliance with the Style Guides and shall not be used, distributed or publically displayed without first obtaining GiANT's prior approval of such materials. In addition, Host shall comply with any and all additional marketing requests, requirements and/or procedures provided by GiANT to Host with respect to Event advertising, artwork and promotional materials. Host shall, at the direction of GiANT, immediately remove and cease using and/or displaying any Event marketing materials that fail to comply with the terms of this Agreement.

10. No Exclusivity. GiANT does not generally offer Hosts exclusive rights to geographic areas, as Hosts may generally purchase a Broadcast Agreement for internal/external leadership development anywhere throughout the world. GiANT shall not be responsible or in any way liable for another Host choosing a Host site location that is near the Host Site. However, in the event that Host is a "Public Host" and purchases a Ticket Package Selection of 750 or more Tickets, Host will have the exclusive right to offer the Broadcast within a ten (10) mile radius in all directions of the Host Site, and no other Public Host shall offer viewing of the Broadcast within such exclusive area. This does not apply to On Demand viewing of Leadercast Live.

11. Indemnification. Host shall defend, indemnify and hold GiANT, the Event sponsors, and their affiliates, and the directors, officers, employees, agents and representatives of such entities harmless from and against any and all losses, liabilities, claims, demands, causes of action, damages, fines, penalties and expenses, both direct and indirect (including without limitation reasonable legal and accounting fees and expenses) resulting from or arising out of: (1) Host's conduct, acts or omissions, (2) any personal injury, death, property damages, or damages of any other kind associated or in connection with Host's hosting of the Broadcast at the Host Site or marketing of the Event/Broadcast; (3) the performance or non-performance of Host's obligations hereunder, or (4) a breach by Host of this Agreement.

12. Payment.

(a) Total Host Site Fee. Host shall pay GiANT the Total Host Site Fee indicated above (the "Total Host Site Fee"). The Total Host Site Fee shall be paid in full on or before the "Total Host Site Fee Due Date," which date is (i) February 28, 2017, for a Live Broadcast, and (ii) May 1, 2017 for a Rebroadcast. The Total Host Site Fee must be paid in full by the applicable Total Host Site Fee Due Date in order to receive the corresponding Broadcast authorization codes for the Satellite/Webcast feeds or the Broadcast Recording.

(b) Initial Fee Payment. Host shall be required to make a non-refundable Initial Fee payment of \$1,000.00 (the "Initial Fee"), which amount shall be deducted from the Total Host Site Fee due. In the event that Host enters into this Agreement prior to September 30, 2016, Host shall pay the Initial Fee via: (i) an initial payment of \$500.00 upon execution of this Agreement, and (ii) a second payment of \$500.00, due and payable on or before September 30, 2016. In the event that Host enters into this Agreement on or after September 30, 2016, Host shall pay the Initial Fee via full payment of \$1,000.00 upon execution of this Agreement.

(c) Ticket Package Selection Upgrades. Ticket package upgrades are available for purchase upon request after contract execution. Contact your sales representative for pricing and to purchase ticket package upgrades.

(d) Payment by Credit Card. **In the event that Host will pay the fees/deposits/charges due under this Agreement by credit card, as settlement for such amounts, Host authorizes GiANT to charge the credit card indicated for any outstanding balances on Host's account on the applicable payment due date(s) for such fees/deposits/charges.** (For example, the balance of the Total Host Site Fee due will be automatically processed against Host's credit card on the applicable Total Host Site Fee Due Date.) If Host changes Host's designated credit card, Host shall immediately notify GiANT of such change so that any amounts due may be processed.

(e) Payment by Check. In the event that Host will pay the fees and charges due under this Agreement by check, any such payments shall be made and remitted to GiANT Impact – Leadercast 2017, 702 Old Peachtree Road, Suwanee, GA 30024. Any Initial Fee payment that is due upon execution of this Agreement shall be made by Host by check and shall be immediately remitted to GiANT upon execution of this Agreement.



(f) Late Fees. In the event that (i) Host does not pay the balance of Host's account in full by the applicable Total Host Site Fee Due Date and/or (ii) the charges against Host's credit card are declined, in addition to any other remedies available to GiANT, Host's Broadcast feed (or issuance of the Broadcast Recording) will be placed on hold by GiANT, and Host's account will be assessed, where legal, a late fee/declined credit card fee of ten percent (10%) of the Total Host Site Fee.

13. Cancellations; Termination.

(a) Cancellation by Host. Subject to Section 13(c) below, Host may cancel this Agreement by providing written notice of cancellation to GiANT whereupon this Agreement shall be deemed terminated. In the event of such termination, Host agrees to return the purchase price of the Tickets to anyone to whom Host has sold Tickets, and Host shall indemnify GiANT from any liabilities arising therefrom.

(b) Default; Termination. In addition to any other right or remedy available to GiANT, Host shall be deemed to be in default, and this Agreement may be terminated for cause by GiANT ("Terminated for Cause") (or in the alternative, GiANT may suspend performance hereunder and have no obligation and not be liable for any refusal to perform its executory obligations under this Agreement until Host cures such breach) if: (i) Host fails to pay any amount or deposit due under this Agreement within ten (10) days of such amount's due date, or (ii) Host breaches any other material obligation under this Agreement and fails to cure such breach within 30 days after GiANT provides Host written notice of such breach, or (iii) Host is involved in any activity or conduct which GiANT reasonably determines causes Host's Broadcast of the Event to be materially inconsistent with or detrimental to the positive, wholesome image of GiANT and/or the Event.

(c) Cancellation/Termination Fees. In the event that Host cancels this Agreement pursuant to Section 13(a) above or this Agreement is Terminated for Cause by GiANT pursuant to Section 13(b) above, and such cancellation/termination occurs: (i) on or prior to December 31, 2016, Host will forfeit any Host Site Fee payments paid to GiANT (which shall serve as a termination fee); (ii) on or after January 1, 2017 (but before the applicable Total Host Site Fee Due Date), Host will forfeit any Host Site Fee payments paid to GiANT (which shall serve as a termination fee), and Host will be placed on a one-year probationary period; or (iii) on or after the applicable Total Host Site Fee Due Date, Host will forfeit any Host Site Fee payments paid to GiANT as part of this Agreement (which shall serve as a termination fee), Host will be placed on a one-year probationary period, and Host shall remain responsible for all remaining Host Site Fees due under the terms of this Agreement. The parties agree that in the event that this Agreement is terminated or cancelled as provided in this Section 13, it would be difficult to ascertain the exact amount of damages incurred by GiANT and that the foregoing termination fees are reasonable liquidated damages and not a penalty. (If Host desires to enter into a Leadercast Simulcast Site Agreement during the probationary period, Host will be required to pay in full the Total Host Site Fee due, which amount shall be non-refundable and charged at no discount.)

14. General Provisions.

(a) Notices. All notices, requests, and other communications under this Agreement must be in writing, and must be submitted by mail, express delivery, or email with request of a delivery receipt, to the Host and to GiANT as indicated below. Either party may change its address by notice as provided by this Section. Notices to Host shall be addressed to the Host Contact at the Host address indicated above. Notices to GiANT shall be addressed to: Attention: Agreements/Notices, Giant Impact, LLC, 702 Old Peachtree Road NW, Suwanee, Georgia 30024-2938; email: notices@giantimpact.com.

(b) Independent Contractors. The parties are independent contractors. Nothing in this Agreement or in the activities contemplated by the parties hereunder shall be deemed to create any agency, partnership, employment or joint venture relationship between the parties. Nothing in this Agreement is intended to confer on any person or entity, other than the parties hereto, any rights, benefits, or remedies under or by reason of this Agreement.

(c) Governing Law and Jurisdiction. This Agreement and the performance hereunder shall in all respects be governed by the substantive laws of the State of Georgia, without regard to its conflicts of law rules. All disputes arising in connection with this Agreement shall be brought exclusively in the State Courts of Georgia in, or the United States Federal Courts for, Gwinnett County, Georgia. Each party consents to the personal and subject matter jurisdiction of such



courts for said purposes and waives any defense with respect to any such action based upon forum non-conveniens or lack of personal or subject matter jurisdiction.

(d) Assignment. Host may not transfer or assign this Agreement, in whole or in part, without the prior written consent of GiANT.

(e) Remedies Not Exclusive. The remedies set forth in this Agreement are not exclusive. Election of one remedy shall not preclude the use of other remedies.

(f) Survival. The provisions of Sections 7, 8, 9, 11, 12, 13 and 14 of this Agreement, and any other provisions of this Agreement to be performed after such expiration or termination, shall survive the expiration or termination of this Agreement regardless of cause.

