**EVENT PARTNER AGREEMENT**

**BETWEEN**

**UBM CATERSOURCE, LLC**

**AND**

**INTERNATIONAL CATERERS ASSOCIATION**

This EVENT COLLABORATION AGREEMENT (“Agreement”) is entered into this 13th day of June 2014 (the “Effective Date”) by and between UBM Catersource, LLC, a Delaware limited liability company, with an office at 2909 Hennepin Avenue South, Minneapolis, MN 55408 (“Catersource”) and International Caterers Association, an Ohio corporation with a registered office at3601 E. Joppa Road, Baltimore, MD 21234 (“ICA”). Each of Catersource and ICA may also be referred to hereunder as a “Party” or, collectively, “the Parties.”

WHEREAS, Catersource owns and produces the Catersource Magazine, Conference & Tradeshow (the “Event”);

WHEREAS, ICA is an association that provides education, resources, events, awards and membership opportunities to those caterers and vendors involved in the catering industry; and

WHEREAS, the Parties desire to enter into an agreement whereby ICA, among other things, will promote the Event and Catersource will provide certain services and benefits to ICA in connection with the Event.

NOW, THEREFORE, in consideration of the premises set forth above and in accordance with the terms and conditions set forth below, the parties hereby agree as follows:

1. Term and Termination
   1. Term. This Agreement (i) shall commence on the Effective Date and (ii) shall continue in full force and effect until June 27, 2020 unless and until this Agreement is earlier terminated by either party in accordance with the terms set forth hereunder.
   2. Termination. Either party may terminate the Agreement (i) immediately on the grounds of material breach if the breaching party fails to cure the breach within 30 days following receipt of written notice of such breach from the non-breaching party, (ii) upon providing written notice to the other party if the other party ceases to function as a going concern, becomes insolvent, makes an assignment for the benefit of creditors, files a petition in bankruptcy, permits a petition in bankruptcy to be filed against it, or admits in writing its inability to pay its debts as they mature, or if a receiver is appointed for a substantial part of its assets or (iii) upon providing written notice to the other party if either party decides not to participate in the Event. Catersource may terminate the Agreement upon written notice to ICA if Catersource or its parent or substantially all of the assets of Catersource or its parents are sold, merged or otherwise disposed of. The Agreement may also be terminated upon mutual agreement between the two parties. Notwithstanding the foregoing, nothing in this Agreement or any other agreement between the parties shall be construed as requiring Catersource to continue to organize and produce the Event, it being expressly understood that the Event may be renamed, repositioned or discontinued.
   3. Effect of Termination. Upon effective termination of this Agreement for any reason, each party agrees on a good faith basis to promptly return to the other party any and all Confidential Information or Creative Materials, content, data, advertising and other material of the other party in its possession or stored in any medium whatsoever and/or remove or destroy the same on request of the other party. Upon termination, neither party shall operate or conduct any business under the Event name or in any manner that might tend to give the general public the impression that this Agreement is still in force. The following sections shall survive any termination of this Agreement: Section IV, V, IX, XI, XII, XV and XVI.
2. Obligations and Responsibilities of Each Party

For the Term of the Agreement and for each Event held during the Term of this Agreement, the Parties shall have the obligations and responsibilities set forth on Schedule A:

1. Ownership; Intellectual Property
   1. Each party, under its intellectual property rights, hereby grants to the other party a limited, non‑exclusive, non‑sublicensable license to affix creative material provided by the other party (“Creative Materials”) in their registration, advertising, marketing materials for purposes of this Event in a form and format reasonably directed by the other party, as required by Section II above. Each party acknowledges the value of the goodwill associated with the logos, trademarks, service marks and other indicia of source (“Marks”) incorporated in the Creative Materials and agrees that any and all use of the Marks pursuant to this Agreement will inure to the benefit of the party that provided the Creative Materials. Each party further acknowledges and agrees that it shall not display or offer products or services in the marketing materials or web pages in which the Creative Materials are affixed that detrimentally impact the goodwill of the other party. All uses of any Marks by one party shall be subject to the other party's prior approval. Each party shall have the right, in its sole discretion, to terminate the other party’s rights in the Creative Materials should it conclude that the other party has taken, or may take, any action that could detrimentally impact the Creative Materials or the Marks. All rights in the Creative Materials not granted in this Section shall be reserved exclusively to the party who owns the Creative Materials. Neither party grants any license under this Agreement, express or implied, except as expressly provided herein, and expressly reserves all rights not granted.
   2. All associated goodwill generated by the Event shall inure to the benefit of Catersource.
   3. Catersource shall have the right to repurpose any Event content online or in print for its associated products, including any recordings or transcripts of such content made by either Party.
   4. Catersource has full ownership rights to all registration lists for all attendees of the Event.
2. Payment Terms
   1. In consideration of the services provided to Catersource by ICA, Catersource shall pay ICA the following fees on an annual basis:
      1. For ICA’s partnership services: $20,000 for each year of this Agreement, to be paid annually in two installments:
      2. (i) $10,000 by November 2, 2015, November 2, 2016 and November 2, 2017, November 2, 2018, and November 2, 2019 respectively;
      3. (ii) $10,000 by May 2, 2016, May 2, 2017 and May 2, 2018, May 2, 2019 and May 2, 2020 respectively.
      4. For ICA to promote the each of the 2016 Event, the 2017 Event, the 2018 Event, the 2019 Event, and the 2020 Event to its members, vendors and sponsors exclusively (no other food, beverage or hospitality conference promotions) from the first day of September in years 2015 – 2019 through the end of each of the Events from 2016 through 2020, $6,000 within thirty days of the final date of the Event each year of the Term of the Agreement.
3. Confidentiality
   1. “Confidential Information” means any information that either party expressly designates in writing as being confidential or which, under the circumstances surrounding disclosure, reasonable persons would or should know to be confidential. Notwithstanding anything to the contrary, Confidential Information includes, but is not limited to: financial information; marketing plans; business plans; customer lists; advertiser lists; information pertaining to business operations; and any other information pertaining to the business, operations, finances and employees of either party. The term "Confidential Information" excludes any information that: (i) is or becomes publicly available without the receiving party's breach of any obligation owed to the disclosing party; (ii) was known to the receiving party prior to disclosure of such information by the disclosing party; (iii) becomes known to the receiving party from a source other than the disclosing party other than by the breach of an obligation of confidentiality owed to the disclosing party; or (iv) is independently developed by the receiving party, without reference to the disclosing party's Confidential Information.
   2. The receiving party shall not disclose any Confidential Information of the disclosing party to third parties except upon written consent of the disclosing party. Notwithstanding the foregoing, the receiving party may disclose Confidential Information in accordance with judicial or other governmental order, provided the receiving party shall give the disclosing party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent.
   3. The receiving party shall take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, to keep confidential the disclosing party’s Confidential Information. The receiving party may disclose Confidential Information only to its employees or consultants on a need‑to‑know basis.
4. Branding/Promotion

Unless otherwise agreed to in writing, all branding and promotion for the Event in which either Party’s wishes to use the other Party’s logo shall be subject to and governed by ICA and Catersource’s respective logo usage guidelines. All branding and promotion must be submitted for prior review and approval by ICA Quote Requests at [quote.requests@ICA.com](mailto:quote.requests@gartner.com) and by Catersource at phoogmoed@catersource.com. Approval will be deemed granted if the party from whom approval is sought does not object to the other party within five (5) business days of receipt of the request for review and approval.

1. Registration Page
   1. Catersource shall host one or more registration modules to capture information provided by ICA’s end users for the purpose of registering for the Event.
   2. When promoting the Event, ICA shall (i) insert tags, scripts, Web beacons, software, computer code, or other materials (“Codes”) that Catersource provides to ICA for use in connection with this Agreement on ICA’s website and in ICA-distributed e-mails, as applicable, as directed by Catersource to serve an active link to the Catersource‑hosted registration module for the Event and (ii) install codes to provide active links to the Catersource Privacy Policy, provided by Catersource, on the footer of the page of the ICA’s site that contains the active link to the Catersource-hosted registration module for the Event.
   3. In consideration of ICA fulfilling its obligations under this Agreement, Catersource, during the Term and under its intellectual property rights, hereby grants to ICA, subject to ICA's compliance with the terms and conditions of this Agreement, a limited, non‑exclusive, non‑sublicensable license to reproduce and distribute the Codes to website visitors’ computers, for the sole purpose of fulfilling its obligations set out in this Agreement. ICA expressly acknowledges and agrees that it shall not: (i) use or otherwise exploit the Codes, except as set out in Section III of this Agreement, or sell, rent, lease, sublicense or redistribute the Codes; (ii) reverse engineer, decompile, or disassemble the Codes, or otherwise attempt to derive any related source code; or (iii) modify or create derivative works based on the Codes. Catersource grants no licenses under this Agreement, express or implied, except as expressly provided herein, and expressly reserves all rights not granted.
2. Cancellation of the Event

Catersource shall have in its sole discretion and authority the right to cancel, postpone, or reschedule the Event.

1. Non-Competition and Non-Solicitation

Notwithstanding anything contained in this Agreement to the contrary, ICA acknowledges and agrees that for the Term of this Agreement, ICA will not, whether directly or indirectly and whether on behalf of ICA or an affiliate of ICA or any other individual or entity, (i) partner with any direct competitor of Catersource (which includes, but is not limited to, the *Special Event* magazine, The Special Event Conference and *Catering Magazine*) and (ii) conduct, engage in, invest in, own, manage, organize, operate, finance or control an event or program activity from September 1, 2012, September 1, 2013 and September 1, 2014, respectively, through the last day of the 2013 Event, the 2014 Event and the 2015 Event, respectively.

1. Representations and Warranties

Each Party represents and warrants (i) that it has full power and authority to grant the other the rights granted herein; (ii) that its entry into this Agreement does not violate any agreement it has with any other third party; (iii) that its products, services and intellectual property used in connection with the Event, and any modifications thereto do not and will not (x) infringe any copyright, trademark, trade secret or any publicity, privacy or patent right of any third party, (y) contain any material that is libelous, slanderous, obscene, or otherwise unprotected by the United States Constitution, or (z) subject the other Party to liability for violation of any laws, rules or regulations; (iv) that it will not use any material or information provided pursuant to this Agreement in any commercially unreasonable manner or in any manner that would disparage or discredit the other Party; (v) that it will perform all of its responsibilities under this Agreement in compliance with all applicable laws and regulations, including without limitation, with respect to any e-mail marketing, in accordance with all applicable laws and regulations governing unsolicited e-mail, privacy, and data protection; and (vi) it will use exhibitor, attendee, vendor or other information or data initially collected by it or initially communicated verbally or otherwise to it, in connection with the Event (including via any website maintained by or for it) (collectively, “Event Data”) in accordance with any and all applicable laws and regulations, whether international, federal or local, governing the use of such information, including any and all applicable privacy laws and both Parties’ respective privacy policies and the terms of this Agreement.

1. Indemnification

Each party agrees to defend, indemnify and hold harmless the other party and its respective officers, directors, agents, representatives, parent, affiliate or subsidiary companies from and against any third party claims, demands, suits, damages, injuries, costs or expenses of any kind or nature whatsoever (collectively “Liabilities”) (including but not limited to reasonable attorneys’ fees and costs) arising out of their respective performances under this Agreement, except to the extent that such Liabilities result from the misconduct or the improper performance of this Agreement by the other party. Such indemnification shall only be effective provided that the party asking to be indemnified: (i) promptly notifies the indemnifying party in writing of any such claim; (ii) permits the indemnifying party to control the defense or settlement of such claim; and (iii) cooperates with indemnifying party in such defense or settlement. The indemnified party will have a right, at its expense, to participate in the defense of any claim. Notwithstanding anything herein to the contrary, the failure of the indemnified party to provide to the indemnifying party notice of any claim will not relieve the indemnifying party of its obligations hereunder except to the extent such indemnifying party is prejudiced by such failure

1. Limitation of Liability

EXCEPT FOR A CLAIM FOR INDEMNIFICATION MADE PURSUANT TO SECTION XIII OR A CLAIM MADE PURSUANT TO THE CONFIDENTIALITY OBLIGATIONS CONTAINED IN SECTION VII, NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES ARISING UNDER OR IN ANY WAY RELATING TO THIS AGREEMENT, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE. WITH THE EXCEPTION OF EACH PARTY’S INDEMNIFICATION OBLIGATIONS CONTAINED IN SECTION XII HEREOF AND EACH PARTY’S CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION VII, NEITHER PARTY’S LIABILITY SHALL EXCEED $10,000.

1. Force Majeure

Neither party hereto shall be responsible for a failure to perform its obligations hereunder due to events beyond its reasonable control including without limitation, acts of God, disaster, government regulations, act of war, act of terror, strikes or other labor disputes, weather, earthquakes, fires, floods, riots civil disorder, failure of power or utilities, government acts, curtailment of transportation facilities preventing or unreasonably delaying the Event attendees, exhibitors, or guests from appearing at the Event, or other similar cause beyond the control of either party making it inadvisable or illegal to hold the Event.

1. Amendment

This Agreement may be amended only with the written consent of both parties.

1. Notices

Any notice to be given under the terms of this Agreement by either party to the other may be via personal delivery in writing or via registered or certified mail, with postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses set forth below, but each party may change the address by written notice in accordance with the terms of this section. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of the third day following the date of mailing. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given if mailed by certified or registered mail, postage prepaid, or hand delivered, as follows:

If to UBM:

UBM Catersource, LLC

2909 Hennepin Avenue South

Minneapolis, MN 55408

with a copy (which shall not constitute notice) to:

UBM LLC

600 Community Drive

Manhasset, NY 11030

Attn: Legal Department

If to ICA:

International Caterers Association

3601 E. Joppa Road,

Baltimore, MD 21234

1. Additional Provisions
   1. Independent Contractors. The relationship of the parties hereunder is that of independent contractors. Each party, its employees and agents, shall not be deemed to be employees, agents, joint ventures or partners of the other and shall not have the authority to bind the other. Neither party shall have any power or authority to act in the name or on behalf of the other party or incur or accept any liability or obligation binding upon the other party without the express written consent of the party to be bound.
   2. Entire Agreement. This Agreement, contains the entire agreement of the parties hereto, and supersedes all prior oral or written agreements or understandings between them, with respect to the subject matter hereof.
   3. Severability. In the event that any one or more of the provisions herein shall be invalid, illegal, or unenforceable in any respect, the validity, legality, enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby,
   4. Assignment. ICA shall not assign its rights or delegate its duties under this Agreement without the express written consent of Catersource, and any attempt to do so shall be void and of no force and effect. Catersource shall have the right to assign or delegate any or all of its rights and obligations under this Agreement to an affiliate or subsidiary or the purchaser of all or substantially all of its assets. This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors, heirs and assigns.
   5. Governing Law and Venue. This Agreement shall be governed and construed in accordance with the laws of New York, without giving effect to any rules of conflicts of law. The State and Federal courts located in the State and County of New York shall have jurisdiction over any and all disputes between the parties hereto, whether in court of in equity, arising out of or relating to this Agreement and the parties consent to and agree to submit to the jurisdiction of such courts. Each party waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in such courts.
   6. Enforceability: No person or entity other than the parties hereto, except governmental authorities to the extent required by law, is or shall be entitled to bring any action to enforce this Agreement against either of the parties hereto. This Agreement is solely for the benefit of, and shall be enforceable only by, the parties hereto or their respective successors and assigns as permitted hereunder.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, ICA and Catersource have each caused this Agreement to be executed by its duly authorized signatory, each as of the date first above written.

FOR ICA, INC: FOR UBM CATERSOURCE, LLC:

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NAME: NAME:

TITLE: TITLE:

Schedule A

1. Catersource agrees to provide ICA with a member discount rate and code for $50 off the full registration pricing for the Event. ICA will promote the Catersource Conference and the ICA discount code to all of its members, vendors and sponsors by:

* Posting information about the Event with links on the ICA website in the members only section, the home page and under the education tab from the first day of November in 2016, 2017, 2018, 2019 and 2020 respectively, through the end of the 2016, 2017, 2018 20,19 and 2020 Events respectively.
* Sending a minimum of 16 dedicated e-blasts at a minimum of two per month to its members starting in November of 2016, 2017, 2018, 2019 and 2020 respectively through the first day of the Event in 2016, 2017, 2018, 2019 and 2020 respectively.
* Posting on the ICA Facebook page 12 times minimum – twice per month between November 2016, 2017, 2018, 2019 and 2020 respectively through the first day of the Event in 2016, 2017, 2018, 2019 and 2020 respectively.
* Each year of the Agreement, including in four of ICA’s webinars held between November and January, the benefits of attending the Event. The ICA to design these webinars with speakers form the upcoming show and content to entice people to come to the show.
* Listing the Event as one of the ICA’s top 3 member benefits during the Term of the Agreement
* Provide three exclusive eblasts highlighting the ICA Sponsored sessions at the event for the years 2016, 2017, 2018, 2019 and 2020 respectively.
* Use their Ad in Catersource Magazine to promote their appearance on site at the show. Highlight their sessions, booth and inspiration zone activities.

2. Catersource agrees to subsidize ICA Sponsorship of the Attendee Lounge. There will be other vendor sponsors of the Attendee Lounge as well. The Attendee Lounge will be furnished by Catersource and the parties will mutually agree on signage for the Attendee Lounge, to be provided by Catersource, that will indicate that it is sponsored by the ICA. The parties will mutually agree on three large directional signs, to be provided by Catersource, denoting where to find the ICA presence and the Inspiration Zone. Catersource will provide up to $4,500 to subsidize the Inspiration Zone:

* Build out of the Inspiration Zone Structure and signage to come out of the $4,500
* to provide a resource center that has materials focused on marketing and menus for all attendees to view
* to provide ICA benefit signage
* to host a Monday Evening 6:00-8:00pm Meet & Greet Reception. Cash Bar fees to come out of the $4,500.

Catersource will promote the ICA’s Inspiration Zone hosted events in the Attendee Brochure. A cash bar will be provided by Catersource for attendees of the Meet & Greet Event and the costs will come out of the $4,500 provided. Billings for services in the attendee lounge may be submitted to Catersource for payment. The billings must be for services in the Attendee Lounge only and not to include staffing, hotel, food and beverage or transportation of personnel charges. Reimbursements will only be made if there are funds leftover after payment of the cash bar fees, Inspiration Zone Structure build out, electricity and internet and the signage.

3. Catersource and the ICA agree to discuss co-branding the CATIE Awards in some way. Final branding decisions to be mutually agreeable between the ICA and Catersource. Catersource will produce the CATIE and Spotlight Awards, and the ICA will appoint a committee to assist the Catersource-appointed Producer of the Awards.

4. Catersource agrees to provide ICA with an “ICA Corner” in each edition of the *Get Fresh* e-newsletter that is sent to 34,000 subscribers.

5. Catersource agrees to provide each member of ICA with a complimentary subscription to *Catersource* magazine. ICA agrees to provide an updated membership list throughout the Term of the Agreement (specifically by January 15, February 15, April 15, June 15, August 15, October 15 and December 15) in order for the magazine to be sent out. ICA agrees to provide Catersource a written documentation of permission to send *Catersource* magazine to its members for BPA auditing purposes. A printed magazine will be provided for a limited amount of people per company with the remainder of people from that company being provided a digital edition of the magazine.

6. Catersource agrees to provide ICA with 1 full page in each edition of *Catersource* magazine that goes to a BPA audited circulation of 25,000. Catersource agrees to provide ICA with an “ICA Corner” in each issue of its e-newsletter. ICA will be given a schedule of deadlines to submit content for each issue. Catersource reserves the right to approve and amend all content submitted by ICA.

7. Catersource agrees to promote ICA as a full show partner on all of the Event materials pre-show as well as on-site. Catersource will provide representation of ICA and the ICA Inspiration zone on the mobile application for the 2013 Event, the 2014 Event and the 2015 Event.

8. Catersource agrees to provide the following benefits to ICA during the Event:

* 10x20 Corner booth with carpeting and electricity
* 38 complimentary Registrations: 18 board members, 10 working staff, 10 scholarships  
  (please note that the scholarships may not be sponsored since Catersource is subsidizing them)
* 20 room nights at the host hotel

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10. Catersource agrees to have the ICA logo on its website as a full partner with a link back to the ICA Website.

11. Catersource will have final approval on all activities, events and promotions that are ICA-related during the Event.

12. Catersource agrees that it will provide an active link to the ICA website on ICA’s partner website in promoting the ICA member discount for the Event.

14. Catersource agrees to include information about the ICA’s participation in the Event in four separate Catersource emails that are already promoting the Event.

15. ICA agrees to provide a track of five to ten education sessions during the 2013 Event, 2014 Event and 2015 Event, respectively. All of these sessions must be new material and not have been presented anywhere else. Catersource agrees to brand all ICA sessions as such.

16. ICA agrees to post the Catersource logo on the ICA website to promote the Conference with a link to the Catersource website from November 1, 2016, 2017, 2018, 2019 and 2020 respectively, through the end of the Event in 2016, 2017, 2018, 2019 and 2020 respectively.

17. ICA agrees that it will not promote any of its own sponsors during the Event.