Exhibitor Application & Agreement

IBS NEW YORK • APRIL 14-16, 2013 • NEW YORK CITY • **www.IBSnewyork.com**

IBSnewyork
INTERNATIONAL BEAUTY SHOW

1 EXHIBITOR INFORMATION PLEASE PRINT

COMPANY NAME: _____

EXHIBITOR LISTING: _____
PLEASE NOTE: This is how your company name will be listed in the IBS 2013 Show Directory and Mobile App

BRANDS / LINES to be Displayed: _____
PLEASE NOTE: This information may be used in the IBS 2013 Show Directory and Mobile App

CONTACT NAME: _____ TITLE: _____

ADDRESS: _____

CITY: _____ PROVINCE / STATE: _____ ZIP: _____ COUNTRY: _____

PHONE: (_____) _____ PHONE FOR PUBLICATION: (_____) _____

EMAIL: _____ WEBSITE: _____

BOOTH SET-UP Contact Info: _____

2 PRODUCTS OR SERVICES TO BE DISPLAYED

This is how your company name will be listed in the IBS Directory and Mobile App. **Maximum: three (3) categories.**

- ○ Accessories
- ○ Apparel
- ○ Cosmetics
- ○ Educational/Assoc/Training
- ○ Equipment/Furniture
- ○ Ethnic Products
- ○ Extensions & Wigs
- ○ Eyelash Extensions
- ○ Haircare
- ○ Haircolor
- ○ Nail Care
- ○ Nail Enhancements
- ○ Organic
- ○ Skin Care
- ○ Software/Technology
- ○ Sundries
- ○ Tanning/Personal Care
- ○ Tools
- ○ Other_____

3 BOOTH SIZE REQUEST

Minimum Space Required: 10 ft. x 10 ft./100 sq. ft.

First Choice # _____ _____ X _____ sq. ft.

Second Choice # _____ _____ X _____ sq. ft.

Third Choice # _____ _____ X _____ sq. ft.

TOTAL SQUARE FEET _____

BOOTH TYPE (circle one:) **LINEAR** (100 sq. ft. mimimum) **ISLAND** (400 sq. ft. mimimum) **PENINSULA** (200 sq. ft. mimimum)

CORNERS (circle if requested): Corners: 1 (end booth) Corners: 4 Corners: 2

4 BOOTH RATES **$39.50 per sq. ft.**

○ Corner Fee $200 per corner
# of Corners _____

○ Booth share $250 per company
Name of Company _____

TOTAL BOOTH COST $

Bulk Rate Price: $29.00 per sq. ft. for 3,000+ sq. ft.
Bulk rate valid for one company only.

Show Management will attempt to honor choices in order of preference; however, final decisions regarding assignment are in the sole discretion of Show Management.

5 SPECIAL 2013 MARKETING PACKAGES & ADVERTISING

Advertisement in IBS Official Show Preview

- ○ **(full page/four color) $6,700.00**
- ○ **(half page/four color) $4,700.00**

Advertisement in IBS Official Show Directory

- ○ **(full page/four color) $3,450.00**
- ○ **(half page/four color) $2,450.00**

Mobile APP Sponsorships

- ○ Title Sponsorship..... $9,000
- ○ Home Page Banner..... $2,495
- ○ Rotating Banner..... $1,995
- ○ Mobile Showroom..... $495
- ○ Product Category Banner.... $495 CAT_____
- ○ Special Announcement..... $495 ○ Sun ○ Mon ○ Tue

TOTAL MARKETING / AD COST $

6 PAYMENT SCHEDULE & AUTHORIZATION

By signing the following credit card payment authorization, you agree to allow Questex Media Group LLC, to charge your credit card for unpaid balances per the payment and schedule terms of the contract.

GRAND TOTAL $

PAYMENT SCHEDULE:

Upon Signing	10% of Booth Fee Due
June 13, 2012	50% of Booth Fee Due
December 15, 2012	100% of Booth Fee Due

CHECK #_____ **Make Check payable to Questex Media Group LLC / IBS New York**

CREDIT CARD (CHECK ONE): ○ AMERICAN EXPRESS ○ MASTERCARD ○ VISA

CARD NO: _____ EXP. DATE:_____ SEC. CODE:*_____

CARDHOLDER NAME: _____ SIGNATURE:_____

IF DIFFERENT FROM ABOVE NAME/ADDRESS:
CARDHOLDER BILLING ADDRESS: _____

CITY: _____ PROVINCE / STATE:_____ ZIP: _____ COUNTRY:_____

PHONE: (_____) _____ FAX: (_____) _____

❑ I agree to be charged 100% of the contracted exhibit package upon return of this document. ____ **INITIALS**
❑ I agree to be charged 50% of the contracted exhibit package upon return of this document and the remaining 50% on June 13, 2012. ____ **INITIALS**
❑ I agree to be charged 10% of the contracted exhibit package upon return of this document, an additional 40% on June 13, 2012 and the remaining 50% on December 15, 2012. ____ **INITIALS**

The fees set forth above reflect a 3% discount for payments made via cash, checks or bank wire transfers. Payments made using credit cards are not entitled to the cash, check and bank wire transfer discount and the applicable fees will be recalculated accordingly. If your balance of payment is not received by other means within 90-days of the event, this card will be billed automatically to settle your account. Contact your representative to make arrangements for credit card payments. * This number is 3 digits for MC/Visa and is located on the signature panel on the back of your card immediately following the card account number. For American Express this number is 4 digits and is printed on your card above the embossed account number. This number is recorded as an additional security precaution.

7 SIGN HERE

Exhibitor has read the Terms & Conditions on the reverse side of this Agreement. Exhibitor understands that this Agreement shall be legally binding between Show Management and the Exhibitor only upon acceptance in writing by Show Management. Exhibitor also understands that any changes in the information in this Agreement must be provided to Show Management in writing. This Agreement may be executed and delivered by facsimile and a facsimile signature shall be treated as an original.

EXHIBITOR'S AUTHORIZED SIGNATURE: _____ DATE: _____

NAME (PLEASE PRINT): _____ TITLE: _____

SHOW MANAGEMENT: _____ TITLE: _____

FOR OFFICE USE ONLY

Date Rec'd: _____

Booth Price: _____

Corner Price: _____

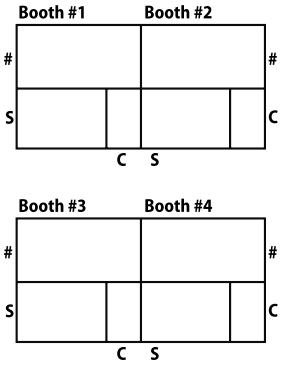
Marketing/
Advertising: _____

Total: _____

Payment Rec'd: _____

Balance Due: _____

Accepted By: _____



Please complete and mail copy with payment:

PAYABLE TO:
Questex Media Group LLC / IBS NY

Questex Media Group, LLC
IBS New York
757 Third Avenue, 5th Floor
New York, NY 10017

WIRE TRANSFERS:
For information on how to Wire Transfer payment, please contact Mary Barry at 617.219.8347.

QUESTIONS?
Please contact:
Tel: **212.895.8234**
Fax: **212.895.8209**
Web: **www.IBSnewyork.com**

RETAIN A COPY FOR YOUR RECORDS.

IBS NEW YORK 2013 – BASIC TERMS & CONDITIONS

1. DEFINITIONS "(a) "Exhibitor" means the applicant identified on the front hereof; (b) "Show" means the specific expositions or conferences identified on the front hereof; (c) "Show Management" means Questex Media Group LLC, its respective agents, employees, affiliates and assigns; (d) "Hall Management" means the owner or manager of the facility in which the Show is conducted, and its employees and agents; and (e) "Hall" means the facility in which the Show is conducted.

2. AGREEMENT This application, when properly executed by Exhibitor and upon written acceptance by Show Management, shall constitute a valid and binding license agreement. Show Management reserves the right to accept or refuse any application for participation in the Show in its sole discretion. Show Management reserves the right to interpret this Agreement and to adopt further regulations as may be deemed necessary by it for the general success of the Show, including the conditions, rules and regulations stated herein, in the Exhibitor Service Manual, Sponsorship Materials and in the Hall Management contract, to which Show Management is or will be a party, all of which are made a part hereof as though fully incorporated herein, and the Exhibitor agrees to be bound thereby.

3. USE OF SPACE Show Management reserves the right to decline, prohibit or expel any exhibit, or item or feature thereof which, in its judgment, is inappropriate or out of keeping with the character of the Show, this reservation being all inclusive as to persons, things, printed matter, product, conduct, sound level, etc. Exhibitor agrees to change the wording of any sign determined by Show Management not to be in the best interest of the Show. Balloons are prohibited. Neon or other gas-based signs are prohibited. Noisy or obstructive exhibits or activities producing objectionable noise or odors are prohibited. Sound amplifying devices may be operated only at levels not objectionable to other Exhibitors. Distribution of advertising material and solicitations of any sort shall be restricted to the Exhibitor's booth. Exhibitor's exhibit or products may not extend beyond the limits of the Exhibitor's booth and no part of any exhibit or product may extend into any aisle. No Exhibitor shall arrange its exhibit so as to obscure or prejudice adjacent Exhibitors, as determined by Show Management. All demonstrations by Exhibitor must be located so that assembled crowds are within the Exhibitor's space and not blocking any aisle or neighboring exhibits. No Exhibitor shall assign or sublet or share any part of its assigned space without the consent of Show Management in writing. Any space not occupied by Exhibitor at the time set for completion of installation of displays will be reassigned at the discretion of Show Management, in which case all amounts paid or payable by Exhibitor will be forfeited unless special arrangements have been approved in writing by Show Management. Exhibitor agrees to keep its exhibit open and staffed at all times during the Show hours. BOOTH CONSTRUCTION AND ARRANGEMENT – All booths must be carpeted by the Exhibitor. Standard booth equipment (back and side wall draping, and identification sign) is provided by Show Management without cost to the Exhibitor. If an Exhibitor plans to install a completely constructed display of such a character that the Exhibitor will not require or desire the use of standard booth equipment, no part thereof shall so project as to obstruct the view of adjacent booths. Sidewall construction, if used, may taper diagonally from eight (8) feet at the back wall to floor level at the aisle, or extend as a high panel four (4) feet from back wall, the remaining side rail may not exceed four (4) feet in height. Exceptions to the above specifications are authorized for all self-contained island configurations where a sixteen (16) foot height restriction will apply. The eight (8) foot back wall restriction is removed for all peripheral booths where a twelve (12) foot height restriction will be in effect. Further restrictions may apply as necessitated by ceiling height. Raw wood, cardboard or similar material for wings to booths must be covered or painted if they are visible from adjacent booths. Failure to comply with the rules and regulations of this contract and as stated in the Exhibitor Service Manual will result in the alteration or removal of the booth at the Exhibitor's expense. Rental fees for services and exhibit space are not refundable. Exhibitors shall be bound by all pertinent laws, codes and regulations of municipal or other authorities, having jurisdiction over the Hall or the conducting of said exhibit, together with the rules and regulations adopted by Hall Management.

4. CHANGE OF SPACE Show Management shall have the right, in its sole discretion, to change Exhibitor's space assignment after the acceptance of this Agreement if it is deemed to be in the best interest of the Show. In the event Show Management elects to exercise its right to change Exhibitor's exhibit space, Exhibitor will be notified of its newly assigned space. Show Management will make reasonable efforts to ensure that any reassignment will be to an exhibit space, which is of the same general style and size as Exhibitor's original space. If a reduction in space to Exhibitor's exhibit space is, in Show Management's opinion, necessary, Exhibitor will be reimbursed on a pro-rata basis .Exhibitor acknowledges and agrees that Show Management may change the dates and/or venue of the Show without the consent of Exhibitor, and that this Agreement shall remain in full force and effect as to such changed dates and/or venue.

5. CANCELLATION In the event Exhibitor seeks to cancel this license for exhibition space, withdraw from the Show, or reduce its space requirements for the Show, Exhibitor acknowledges that Show Management would be harmed and suffer loss and that it would be difficult to determine the precise value for or amount of that harm. All cancellations, withdrawals or requests for reduction in space by Exhibitor must be in writing, by certified mail, return receipt requested. The date of cancellation, withdrawal or reduction in space, as applicable, shall be the postmark date on the notice. If Exhibitor cancels, withdraws or reduces its space requirements for the Show, Exhibitor agrees to pay to Show Management the amounts set forth below if not previously paid by Exhibitor. Such payment shall be liquidated damages and not a penalty, and the parties agree that such amounts constitute a reasonable provision for liquidated damages. Date Written Notice of Cancellation or Reduction In Space Postmarked On or before 120 days of the first day of the Show (50% of Total Booth Space Fee); Within 120 days of the first day of the Show (100% of the Total Booth Space Fee). In the event Exhibitor, at any time, seeks to cancel this license for exhibition space, withdraws from the Show or requests a reduction in space, an administrative and processing fee of $100.00 per 10' x 10' booth will be assessed. If a reduction is space is requested, Exhibitor's booth space on the Show floor may be moved in the sole discretion of Show Management. Any cancellation or failure of Exhibitor to actually occupy the exhibition space assigned to Exhibitor may, in Show Management's sole discretion, result in partial or complete forfeiture of Exhibitor's rights under any applicable sponsorship agreements or opportunities including, but not limited to, the right to present speakers at, or participate in, any conference component of the Show. Cancellation fees cannot be applied toward exhibit space at other shows or advertisement. In the event Exhibitor fails to make any payments as contemplated herein, Exhibitor shall be deemed in default, and Show Management shall have the right to retain Exhibitor's deposit and all monies paid as Show Management's non-exclusive remedy, thereby reserving any and all rights under law including, without limitation, Show Management's right to collect the full amount set forth on the front hereof. In the event of default by Exhibitor, Show Management shall have the right, but not the obligation, to license the subject Show space to another exhibitor prior to the Show without any rebate or allowance whatsoever to the Exhibitor and without in any way releasing said Exhibitor from any liability hereunder, and said Exhibitor expressly agrees to pay Show Management the full sum set forth on the front hereof. Exhibitor shall remain liable for the full balance under the terms of the Agreement together with all costs of collection including, but not limited to, all reasonable attorneys' fees, court costs and interest. Show Management will not be liable for the fulfillment of this Agreement as to the delivery of exhibit space if non-delivery is due to any of the following causes: by reason of the Hall being damaged or destroyed by fire, act of God, public enemy, war or insurrections, strikes, the authority of the law, postponement or cancellation of the Show, or for any cause beyond its control. Show Management will, however, in the event of its not being able to hold the Show for any of the above named reasons reimburse Exhibitor on a pro-rata basis on any amount paid in, less any and all legitimate expenses incurred, such as but not limited to rent, advertising, salaries, operating costs, etc. If Show Management cancels or terminates the Show, for any reason other than stated in the previous paragraph, the Exhibitor waives all claims it might have against Show Management for damages or expenses and Exhibitor agrees to accept in complete satisfaction and discharge of all claims against Show Management a refund of all amounts paid by the Exhibitor to Show Management in accordance with this agreement.

6. INSURANCE - MANDATORY A. Exhibitor agrees to maintain adequate insurance to fully protect Show Management and its affiliates, co-sponsors, service contractors and the Hall and Hall Management from any and all claims, arising from Exhibitor's activities including, but not limited to, the installation, operation and dismantling of Exhibitor's display. The foregoing insurance requirement includes claims under the Worker's Compensation Act or for personal injury, death, or for damage to property. Exhibitor understands that neither Show Management nor the Hall maintains insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance. B. Exhibitor is responsible for any and all damages caused by Exhibitor or Exhibitor's agents, employees or guests. Exhibitor agrees to indemnify, defend and hold harmless Show Management, the Hall and Hall Management, and their respective affiliates, subsidiaries, agents, assigns and employees from and against any liability for loss or damage of any kind, which might arise out of Exhibitor's participation in the Show, or any action or failure to act of Exhibitor or any of its officers, directors, employees, agents or representatives (including claims of damage or loss to property or harm or injury to a person or persons). C. Exhibitors in the Show must carry: Statutory limits for workers' compensation coverage; and Commercial general liability including products and completed operations, independent contractors personal injury and blanket contractual liability insurance limits of at least $1,000,000 per occurrence, $2,000,000 aggregate. These coverages must be evidenced by a Certificate of Insurance with a 30-day notice of cancellation provision to the holder. The certificate must name IBS, Show Management, the Hall and Hall Management as additional insured and be provided to Show Management at least 30 days before the proposed exhibit date.

7. LIABILITY Exhibitor agrees that Show Management, Show Management's service contractors, the Hall and their representatives, employees and agents are not liable for any injury, loss or damage that may occur to Exhibitor, or to Exhibitor's employees, agents, guests or property from any cause whatsoever, prior to, during or subsequent to the period covered by this Agreement. Exhibitor assumes responsibility and agrees to indemnify, defend and hold Show Management, Hall Management, their affiliates and their respective employees and agents harmless from and against any claims or expenses arising out of the use of the exhibition premises. Exhibitor assumes all responsibility and liability for losses, damages and claims arising out of injury or damage to, or caused by, Exhibitor's displays, equipment, employees or representatives. In no event shall Show Management or any of its affiliates be liable for any special, incidental, indirect, punitive or consequential damages arising out of or in connection with this Agreement. The liability of Show Management and its affiliates and Exhibitor's remedy for any claim of loss or damage arising from or related to this Agreement, regardless of the form of action, shall be limited to one-half of the fees paid to Show Management hereunder.

8. AVAILABLE SERVICES On behalf of the Exhibitors, Show Management has designated official Show contractors to provide the following: drayage, cartage, furniture, booth and floor decorations, signs, photographs, telephone services, etc. Services of electricians, plumbers, carpenters and other labor will be available and charged for at the then prevailing rates. Contractors and rates will be listed in the Exhibitor Service Manual to be issued separately. Show Management assumes no responsibility or liability for any of the services performed or materials delivered by the foregoing persons, parties and organizations. Arrangement for these services and payments are to be made between Exhibitors and official Show contractors. Rules and regulations for union labor are made by the local unions and these regulations may be changed at any time. Where union labor is required because of building or contractor requirements, exhibitor agrees to comply with the regulations.

9. PROTECTION OF FACILITIES Nothing shall be posted on, or tacked, nailed, screwed, or otherwise attached to the columns, walls, floors, or other parts of the convention hall exhibit area without permission from the proper building authority. Fluids, caustic or staining, must not be used where they may damage floor coverings. Packing, unpacking and assembly of exhibits shall be done only in designated areas and in conformity with directions of Exhibition Management, the convention hall manager or their assistants.

10. INSTALLATION AND DISMANTLING Complete information, instructions and schedule of prices regarding drayage, labor for erecting and dismantling, electrical work, furniture, cleaning etc., will be included in the Exhibitor Service Manual. Such requirements shall be binding upon the Exhibitor as though fully set forth herein.

11. EXHIBITS MOVE IN, MOVE OUT Movement of exhibits in and out of the Hall must be handled by official Show contractors. No exhibit will be allowed into or out of the Hall without an official clearance from Show Management. The Exhibitor must make its own arrangements for transportation of exhibits and packing material. Show Management cannot accept or sign for exhibits on behalf of the Exhibitor. Move in and move out times and access outside of Show hours are limited to those described in the Exhibitor Service Manual. At such time after the close of the Show as Show Management may specify or upon sooner termination of this Agreement, all exhibits shall be removed and cleared from the Show space and vacant possession of the exhibit space shall be delivered to Show Management in as good and clean order and condition as it was when delivered to Exhibitor. Exhibitors will pay the cost of repairing any damage caused to the Hall facility by the Exhibitor and/or its contractors. Any property remaining after the last day designated by Show Management for it to be removed may be held or otherwise disposed of by Show Management or Hall Management at the Exhibitor's expense. No property may be removed from the Show before the Show ends.

12. SAFETY All display materials used for decoration must be flameproof. All electrical equipment or devices used in or about an exhibit must be in good operating condition and able to pass fire and/or electrical inspections. Extra materials stored in Exhibitor's exhibit space must not block access to the exhibit or cover electrical wires or outlets. Exhibitor shall cooperate responsibly with local ordinances and Hall Management rules regarding health, fire prevention and public safety. If inspection of an Exhibitor's booth discloses a failure to comply with any applicable law, code or regulation, or if Show Management determines that all or any part of an exhibit presents a fire hazard or other danger, Show Management may cause the removal of all or a portion of such exhibit at the Exhibitor's expense. Under no circumstances may the weight of any equipment or exhibit material exceed the Hall's maximum floor load. Exhibitor accepts full and sole responsibility for any injury or damage to property or persons resulting from failure, knowingly or otherwise, to distribute the load of its exhibit material in conformity with the maximum floor load specifications.

13. SECURITY Show Management will provide perimeter guard service during the Show and while the Exhibit Hall is closed. Exhibitor agrees that Show Management is not liable for anything its guard service, or facility security does or fails to do. This includes, but is not limited to, damage, theft, or loss sustained by Exhibitor's exhibit or its representatives. Exhibitor will not be allowed into the Exhibit Area after Show Hours. Exhibitor may want to consider arranging security for its specific booth space for either during or after Show hours.

14. ATTENDANCE Show Management shall have sole control over admission policies at all times.

15. FILMING AND VIDEO RECORDING RIGHTS/ELECTRONIC MESSAGES From time to time, photographs, motion pictures and/or video recordings may be made in the Show facility, which recordings may include images of Exhibitor, its employees, agents and related merchandise and displays. Exhibitors may not hinder, obstruct or interfere in any way with such photography or recordings whether by Show Management, its agents, attendees or other exhibitors, and hereby consent to Show Management's use of such recordings for commercial purposes. To the extent necessary to fulfill Show Management's express obligations hereunder, Exhibitor hereby grants Show Management a non-exclusive, royalty-free, revocable, non-transferable worldwide license (without the right to sublicense) to use Exhibitor's trademarks, service marks, logos, trade names, copyrighted content, hypertext links, domain names, icons, buttons, banners, graphic files and images. By providing Show Management the e-mail addresses set forth on the first page of this Agreement, Exhibitor hereby consents to receiving unsolicited commercial e-mail messages from Questex Media Group, Inc., its affiliates, partners and assigns as well as third parties licensed to send such messages to Exhibitor by any of the foregoing.

16. EXHIBITION ACTIVITIES Exhibitor agrees not to schedule or conduct any outside commercial activity including, but not limited to, receptions, seminars, symposiums and hospitality suites during the Show, whether such activities are held at or away from the Hall facility, except with the written approval of Show Management.

17. ERRORS AND OMISSIONS Exhibitor agrees that Show Management will not be liable in the event of any errors or omissions in the Show's directory listing or in any related materials. Exhibitor acknowledges and agrees that Show Management makes no representation or warranties with respect to the number of exhibition attendees or the demographic nature of such attendance.

18. ASSIGNMENT This Agreement cannot be assigned, in whole or in part, without the written approval of Show Management. Show Management Group Inc. may assign this Agreement without the prior written consent of Exhibitor, and any such assignee shall become "Show Management" for all purposes hereunder and shall acquire all of rights and obligations of Show Management hereunder.

19. SEVERABILITY If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, that provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

20. COSTS, EXPENSES AND ATTORNEYS' FEES If either party commences any action or proceeding against the other party to enforce or interpret this Agreement, the prevailing party in such action or proceeding shall be entitled to recover from the other party the actual costs, expenses, and attorneys' fees (including all related costs and expenses) incurred by such prevailing party in connection with such action or proceeding and in connection with obtaining and enforcing any judgment or order thereby obtained.

21. APPLICABLE LAW AND VENUE This Agreement shall be governed by New York law without application of its conflict of laws principles. Any suit relating to this Agreement shall be instituted in a state or federal court in New York, and the parties submit to the jurisdiction of any such court.

22. SPONSORSHIP AGREEMENT All rules and regulations of all applicable sponsorship agreements and related materials are hereby incorporated into this Agreement.

23. AMERICAN DISABILITIES ACT Exhibitor acknowledges and agrees that, in connection with the Show, it will be a public accommodation as defined under Title III of the Americans with Disabilities Act ("ADA"). As a public accommodation, Exhibitor agrees that in connection with the Show, Exhibitor will: (i) provide, at its expense, any auxiliary aids and services as may be necessary to ensure effective communication with Exhibitor by attendees of the Show; (ii) assure, at its expense, that displays posted at or on Exhibitor's booth(s) are accessible to individuals with disabilities; and (iii) not discriminate or retaliate against any individual in violation of the ADA.

24. PERMISSIONS Exhibitor consents and agrees to receive (i) facsimile advertisements sent by or on behalf of Show Management to the facsimile number provided above (ii) telephone solicitations initiated by or on behalf of Show Management and directed to the telephone number provided above and (iii) commercial electronic mail messages sent by or on behalf of Show Management, its affiliates, lines of business and divisions.

25. ADDITIONS & CORRECTIONS Show Management may amend these terms from time to time in the best interest of the Show upon written notice to Exhibitor. Exhibitor agrees to accept notice of additions or amendments and to consider them as part of this Agreement.

INITIALS _____