

**FAILCON CONFERENCE AGREEMENT  
COVER PAGE**

This agreement (the "**Agreement**") is entered into between WebWallflower Events ("**WallFlower**"), having its principal place of business at \_\_\_\_\_, and the entity identified below ("**Producer**"). The Agreement consists of this Cover Page, the attached Terms and Conditions, and any other Exhibits attached hereto.

WallFlower has developed a business strategy for producing and organizing startup conferences for entrepreneurs, investors, designers, and small business owners to study their own and others' failures and prepare for success, and certain materials related thereto. Producer wishes to organize and/or promote one or more such conferences, and WallFlower is willing to provide Producer with certain materials and assistance for Producer to use in connection therewith.

A. **Effective Date:** \_\_\_\_\_

B. **Term:** 3 years from the Effective Date, unless earlier terminated as provided for herein. The Agreement may be renewed for successive one year terms by written agreement of the parties as provided for in Section 8.1.

C. **Territory:** \_\_\_\_\_

D. **Fees:** Initial Fee: \$1500, due upon execution of the Agreement.  
Revenue Share: 15% of Net Revenue in excess of \$10,000, due within thirty days of the conclusion of each FailCon Conference.

E. **Minimum Attendance Requirement:** For each FailCon Conference, a minimum of 3 confirmed speakers, a minimum projected advertising revenue from confirmed sponsors of \$5,000, and a minimum of 100 ticketholders.

**WebWallflower Events**

**Producer:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name:

Title:

Title:

Date:

Date:

\_\_\_\_\_

\_\_\_\_\_

Producer Name: \_\_\_\_\_  
Producer Address: \_\_\_\_\_  
City, Country, Zip: \_\_\_\_\_

Producer Phone: \_\_\_\_\_  
Producer Fax: \_\_\_\_\_  
Producer e-mail: \_\_\_\_\_

# FAILCON CONFERENCE AGREEMENT

## TERMS AND CONDITIONS

### 1. DEFINITIONS.

**1.1. "Brand Features"** means the FailCon name, logo, website, and any associated trade names, trade marks, service marks, logos, domain names, or other distinctive brand features owned (or licensed) by WallFlower and provided by WallFlower to Producer hereunder, as further identified on Exhibit A.

**1.2. "Confidential Information"** means any and all information disclosed by one party to the other party, directly or indirectly, in writing, orally, electronically, or in any other form, that is designated, at or before the time of disclosure, as confidential or proprietary, or is or should be reasonably understood to be confidential or proprietary to the disclosing party, including, without limitation, the terms of this Agreement. Notwithstanding the foregoing, Confidential Information does not include information that: (a) is or becomes generally available to the public through no breach of this Agreement or any other agreement by the recipient of the information; (b) is or was known by the recipient of the information before the time such information was received from the disclosing party, as evidenced by the recipient's tangible (including written or electronic) records; (c) is received from a third-party that is not under an obligation of confidentiality to the disclosing party with respect to such information; (d) is independently developed by the recipient of the information without any breach of this Agreement, as evidenced by the recipient's contemporaneous tangible (including written or electronic) records; or (e) is approved for release in advance in writing by the disclosing party.

**1.3. "FailCon Materials"** means the templates, tools, documentation as described in Exhibit B, incorporated herein by reference, and as provided to Producer hereunder.

**1.4. "Gross Revenues"** means all revenue generated by Producer (or any person or entity working with Producer) in connection with each FailCon Conference, including without limitation revenues from ticket sales, sponsorship revenues, revenues from the sale of goods or services, advertising revenues, and revenues under partnership agreements with co-promoting and sales.

**1.5. "Net Revenues"** means Gross Revenues, after deducting reasonable travel reimbursement for speakers, rental of venue, food fees, internet fees, printing fees, initial licensing fee, and any other fees or expenses approved in writing by WallFlower, but before deducting any payments to any Producer Partners, including, without limitation, Producer employee salaries.

**1.6. "Total Fees"** means the complete licensing fees due as provided for in Section 7.1. This includes the Initial Fee and the Revenue Share.

**1.7. "FailCon Conference"** means a startup conference produced and/or organized by Producer that is promoted and offered hereunder through the use of the Brand Features and FailCon Materials.

### 2. GRANT OF LICENSE

Subject to the terms and conditions hereof, WallFlower hereby grants to Producer, for the Term of this Agreement, a limited, non-exclusive (except as provided in [Section 6](#)), non-transferable, non-sublicensable license to use the Brand Features and the FailCon Materials in the Territory for the purpose of promoting, producing and organizing one or more FailCon Conferences during the Term.

### 3. PRODUCER OBLIGATIONS

**3.1. Requirements for FailCon Conference and Usage of Brand Features.** Producer shall comply with the requirements as set forth on Exhibit C, incorporated herein by reference, with respect to each FailCon Conference produced hereunder. Producer's use of the Brand Features shall comply with the requirements as set forth on Exhibit A, incorporated herein by reference.

**3.2. Costs of FailCon Conference.** All costs and expenses incurred in connection with producing and organizing each FailCon Conference, including without limitation all costs and expenses related to promotional and sales activities, event coordination, rental of event space, food services, website management, staffing, securing and compensating speakers, travel expenses, and purchase or rental of event equipment and materials, shall be borne solely by Producer. WallFlower will not be responsible or liable for providing any resources, personnel or materials, except as expressly provided herein.

**3.3. Insurance.** Producer **is strongly advised** to maintain sufficient insurance to cover liability for bodily injury, property damage, death, product liability and advertising injury arising out its related to each FailCon Conference. The policy must contain a combined single limit of liability of not less than One Million Dollars (\$1,000,000.00) in the aggregate. Producer shall provide WallFlower with written evidence of such insurance upon the request of WallFlower.

### 4. WALLFLOWER OBLIGATIONS

WallFlower will provide the assistance as set forth on Exhibit B to Producer in connection with the production of the FailCon Conferences if requested by Producer:

### 5. OWNERSHIP OF BRAND FEATURES AND FAILCON MATERIALS

**5.1. Ownership.** Producer acknowledges and agrees that (i) as between WallFlower and Producer, WallFlower owns all right, title and interest in the Brand Features and FailCon Materials, whether now existing or which may subsequently come into existence, (ii) nothing in this Agreement shall confer in Producer any right of ownership in the Brand Features or FailCon Materials, (iii) Producer shall not now or in the future contest the validity of WallFlower's ownership in the Brand Features or FailCon Materials and (iv) any goodwill generated through Producer's use of the Brand Features will inure solely to WallFlower. No licenses are granted by WallFlower except for those expressly set forth in this Agreement.

**5.2. Conference Data.** Any data collected by Producer regarding participants, speakers, sponsors, vendors or other third parties in connection with any FailCon Conference, including without limitation email addresses and other contact information ("**Conference Data**"), shall be jointly owned by WallFlower and Producer. A copy of the Conference Data will be provided by Producer to WallFlower within 30 days of the conclusion of each FailCon Conference or of any earlier termination or expiration of this Agreement. The Conference Data may be used by Producer and by WallFlower for their respective marketing efforts. Neither party may sell or otherwise provide the Conference Data to any third party without the other party's written consent. Producer will ensure that it has sufficient consent from all such third parties to enable it to comply with the terms of this Section.

## 6. EXCLUSIVITY

**6.1. WallFlower Exclusivity.** During the Term of this Agreement, WallFlower shall not license the Brand Features to any third party for the purpose of promoting, producing or organizing a startup conference in the Territory; provided, however, that if Producer fails to produce at least one FailCon Conference in any 18 month period, WallFlower may terminate this Agreement in its sole discretion.

**6.2. Producer Exclusivity.** During the Term of this Agreement and for a period of three (3) years after the most recent FailCon Conference, Producer shall not promote, produce or organize, or assist or provide consulting services in connection with the promotion, production or organization of, any startup conference with a theme based on the study of the participants' and others' failures or any other failure-based theme **with commercial purposes.**

## 7. COMPENSATION AND RECORDS

**7.1. Payments to WallFlower.** Producer shall pay to WallFlower the Initial Fee, due upon execution of the Agreement. Upon conclusion of each FailCon Conference, Producer shall pay WallFlower any Revenue Share due, to be paid within 30 days of the conclusion of each FailCon Conference.

**7.2. Taxes.** In addition to the Total Fees, Producer shall pay to the relevant taxing authority as appropriate (or reimburse WallFlower for the payment of) all applicable taxes and duties payable in respect of the rights granted to Producer hereunder, so that after payment of such taxes and duties the amount WallFlower receives is not less than the fees described in Section 7.1.

**7.3. Records: Audit.** Not later than 30 days of the conclusion of each FailCon Conference or of any earlier termination or expiration of this Agreement, Producer shall provide WallFlower with a report (an "**Activity Report**"), the form of which is included in the FailCon Materials, which report shall include a description of Gross Revenues, Net Revenues and the calculation of Revenue Share to be paid to WallFlower with respect to such FailCon Conference, in such detail and with such additional information as WallFlower may reasonably require in order to verify the calculation of the Total Fees. During the Term and for a period of one (1) year after the expiration or earlier termination of this Agreement, (a) Producer will keep accurate and complete records of all data used to prepare the Activity Report; and (b) upon ten (10) business days' written notice, WallFlower may, at its expense, by

appointment during normal business hours, inspect or cause an independent auditor to inspect and audit the records of Producer specifically pertaining to this Agreement in order to verify the calculation of any prior payments. Producer will reimburse WallFlower for any underpayment within ten (10) business days after an audit determination, and, if the audit reveals an underpayment by Producer of more than five percent (5%) of the amounts due for the period being audited, Producer will also reimburse WallFlower for all reasonable expenses relating to the audit.

## 8. TERM AND TERMINATION

**8.1. Term.** This Agreement will commence as of the Effective Date and continue for the period set forth on the Cover Page (the "**Initial Term**"), unless sooner terminated as permitted herein. Thereafter, the parties may by written agreement renew the Agreement for one or more additional time periods upon the same terms (each, a "**Renewal Term**"). The Initial Term and any all Renewal Terms are referred to collectively as the "**Term**".

**8.2. Termination.** This Agreement may be terminated by written agreement of the parties. In addition, either party may terminate this Agreement (a) if the other party breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days after receiving written notification of the alleged breach by the other party; or (b) if the other party becomes insolvent or bankrupt, makes an assignment for the benefit of creditors, has a trustee or receiver appointed for it, becomes the subject of any voluntary or involuntary insolvency or dissolution, bankruptcy or reorganization proceeding (which, in the case of any involuntary proceeding, is not dismissed within sixty (60) days after it is commenced), or discontinues its business. In addition, WallFlower may terminate this Agreement (i) if the Minimum Attendance Requirement is not satisfied, immediately and without advance notice, and (ii) **at any time for any reason, upon fifteen (15) days advance written notice.**

**8.3. Effect of Termination.** Upon any termination or expiration of this Agreement, the provisions of Sections 1, 3.2, 5, 6.2, 7, 8.3, 10, 11, 12, 13 and 14 shall survive such termination or expiration. Upon any termination or expiration of this Agreement, both parties will destroy or return, as requested by the other party, all applicable Confidential Information of the other party and copies thereof.

## 9. REPRESENTATIONS AND WARRANTIES

**9.1. By Each party.** Each party represents and warrants to the other party that (i) such party has the full right, power and authority to enter into this Agreement and to perform the acts required of it hereunder; (ii) the execution of this Agreement by such party, and the performance by such party of its obligations and duties hereunder, do not and will not violate any agreement to which such party is a party or by which it is otherwise bound; and (iii) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

**9.2. By Producer.** Producer represents and warrants to WallFlower that, as of the Effective Date and at all times during the Term of this Agreement: (a) Producer's production and organization of each FailCon Conference, and the performance of its rights and obligations under this Agreement, will at all times materially comply with all applicable laws, statutes, ordinances and regulations, and

Producer will have secured all rights, licenses, permissions and authorizations required by such laws, statutes, ordinances and regulations in order to operate the FailCon Conferences, and (b) Producer's production and organization of each FailCon Conference, and the performance or its rights and obligations under this Agreement, will at no time violate the rights of any third party, including without limitation such third party's intellectual property rights or its rights under any third-party agreement (except to the extent such claim relates specifically to the Brand Features or FailCon Materials in the form delivered hereunder).

**10. DISCLAIMER.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, (A) WALLFLOWER MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE; (B) CUSTOMER'S USE OF THE BRAND FEATURES, FAILCON MATERIALS AND CUSTOMER'S PRODUCTION AND ORGANIZATION OF EACH FAILCON CONFERENCE ARE AT PRODUCER'S OWN DISCRETION AND RISK, AND PRODUCER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM SUCH USE AND SUCH FAILCON CONFERENCE; (C) WALLFLOWER DOES NOT ASSUME, AND EXPRESSLY DISCLAIMS, ANY LIABILITY TO ANY PERSON OR ENTITY FOR LOSS OR DAMAGE CAUSED BY OR IN CONNECTION WITH (1) CUSTOMER'S USE OF THE BRAND FEATURES OR FAILCON MATERIALS OR (2) PRODUCER'S PRODUCTION OR ORGANIZATION OF ANY FAILCON CONFERENCE, INCLUDING WITHOUT LIMITATION PRODUCER'S BREACH OF ANY OBLIGATION TO ANY THIRD PARTY IN CONNECTION THEREWITH, AND (D) WALLFLOWER MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE LEGALITY OR PROPRIETY OF THE USE OF THE BRAND FEATURES OR FAILCON MATERIALS OR THE PRODUCTION OR ORGANIZATION OF ANY CONFERENCE IN ANY GEOGRAPHIC AREA.

**11. CONFIDENTIAL INFORMATION.** Each party will (a) hold all Confidential Information of the other party in strict confidence and will not disclose any Confidential Information to any third party; (b) avoid the unauthorized use or disclosure of the other party's Confidential Information using the same degree of care that it uses in safeguarding its own Confidential Information, but in no event less than a reasonable degree of care; (c) use the other party's Confidential Information only in connection with the performance of its rights and obligations under this Agreement; and (d) disclose the other party's Confidential Information only to such of its officers, employees, contractors and agents as have a need to know such Confidential Information in connection with the performance of its rights and obligations under this Agreement. Notwithstanding the foregoing, the prohibitions on disclosure of Confidential Information contained in this [Section 11](#) will not apply to the extent that such disclosure is: (x) approved in writing by the disclosing party; (y) necessary for the receiving party to enforce its rights under this Agreement in connection with a legal proceeding; or (z) required by law or by the order of a court of similar judicial or administrative body, provided that the receiving party promptly notifies the disclosing party in writing of such required disclosure and cooperates with the disclosing party, at the disclosing party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

## 12. INDEMNIFICATION.

**12.1. Indemnification by WallFlower.** WallFlower will, at its sole expense, indemnify, defend and hold harmless Producer and Producer's officers, directors, employees, affiliates, subsidiaries, agents, successors and assigns from and against any liabilities, damages, losses, costs, expenses or settlement fees (including reasonable attorneys fees and costs) incurred (collectively, "**Losses**") arising out of any claim, suit, proceeding, demand or action brought by a third party ("**Claims**") to the extent based on or arising from any allegation that the Brand Features and/or FailCon Materials (in the form provided to Producer) infringe any Intellectual Property Right.

**12.2. Indemnification by Producer.** Producer will, at its sole expense, indemnify, defend and hold harmless WallFlower and WallFlower's employees, affiliates, agents, successors and assigns from and against any Losses arising out of any Claims to the extent based on or arising from (a) Producer's use of the Brand Features and/or FailCon Materials (except for any such Claim to the extent such Claim is indemnified against by WallFlower under [Section 12.1](#)), (b) any FailCon Conference or (c) any alleged breach by Producer of its representations, warranties, or covenants provided in this Agreement.

**12.3. Requirements for Indemnification.** Any party seeking indemnification under this Agreement will (i) promptly notify the indemnifying party in writing regarding any facts that may give rise to a claim for indemnification under this Agreement (provided that any delay in notification will not relieve the indemnifying party of its obligations hereunder except to the extent that the indemnifying party is actually prejudiced by such delay); (ii) provide the indemnifying party with reasonable information, assistance and cooperation in defending the lawsuit or proceeding (at the indemnifying party's expense, to the extent of any out-of-pocket expenses); and (iii) give the indemnifying party full control and sole authority over the defense and settlement of such claim, subject to the indemnified party's approval of any such settlement, which approval will not be unreasonably withheld or delayed.

**13. LIMITATION OF LIABILITY.** EXCEPT WITH RESPECT TO (I) A PARTY'S INDEMNIFICATION OBLIGATIONS, OR (II) BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN TORT, CONTRACT, INDEMNITY, STATUTORY, OR OTHERWISE) WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES OF ANY CHARACTER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, GOODWILL, LOST PROFITS OR LOST DATA, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING FROM SUCH PARTY'S PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT OR THE OPERATION OF SUCH PARTY'S BUSINESS.

## 14. OTHER TERMS

**14.1. Relationship of the parties.** Each party's relationship with the other party is that of independent contractor. Nothing contained herein creates a partnership, joint venture, agency or employment relationship between the parties. Neither party shall have the right, power or

authority to enter into any contract or incur any obligation, debt or liability on behalf of the other party.

**14.2. Force Majeure.** In the event that either party is prevented from performing its obligations under the terms of this Agreement, by an act of God, by acts of war, riot, terrorism, or civil commotion, by an act of State, by strike, fire, flood, or by occurrence of any other event beyond the control of either party, that party shall be excused from performance of the obligations during the period of such delay.

**14.3. Governing Law; Venue.** This Agreement and any dispute relating thereto shall be governed by the laws of the State of California, USA without regard to its conflict of laws. The parties agree to submit to the exclusive jurisdiction of the state and federal courts located in San Francisco, California, USA.

**14.4. Dispute Resolution.** Other than claims for injunctive relief brought by a party (which may be brought either in court or pursuant to this arbitration provision), any claim, dispute or controversy between the parties, under, arising out of or related to this Agreement shall be determined by arbitration in San Francisco, California, USA, under the Commercial Arbitration Rules, Expedited Procedures, of the American Arbitration Association ("**AAA**") in effect on the date hereof, as modified by this Agreement. There shall be one arbitrator selected by the parties within 10 days of the arbitration demand or if not, by AAA, who shall be an attorney with at least 15 years business law experience.

**14.5. Notices.** Any written notices to be given hereunder shall be in writing, and delivered by delivered via express courier or mailed, first-class postage prepaid, or sent by facsimile with confirmation of transmission, to the party's principal office.

All notices will be deemed received as follows: (a) one (1) business day after deposited with a nationally recognized overnight carrier service, such as FedEx; (b) five (5) days after the day deposited with the United States Postal Service; or (c) the day transmitted by confirmed facsimile transmission, if transmitted during normal business hours. Either party may update its notice address by sending written notice of such change to the other party as set forth in this Section.

**14.6. Assignment.** Neither party may assign its rights or obligations under this Agreement without the other party's written consent, which consent shall not be unreasonably withheld; provided that WallFlower may assign this Agreement in connection with its reorganization, or sale or acquisition of its business to which this Agreement relates, whether by merger, sale of stock, sale of assets or otherwise, with written notice to Producer. This Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and permitted assigns.

**14.7. Entire Agreement; Modification; Severability.** This Agreement, including the Cover Page and all exhibits attached hereto, which are incorporated herein by reference, contains all of the terms and provisions of the agreement between the parties, and replaces, supersedes and terminates any and all prior or contemporaneous agreements, understandings, negotiations and discussions, whether oral or written relating to the subject matter of this Agreement. No waiver shall be implied by the conduct of the parties. To be effective, a waiver must be in writing and

signed by the party to be charged. The failure of either party to enforce any of its rights hereunder shall not constitute a waiver of any subsequent or other breach. This Agreement may only be amended, altered or modified in writing signed by an authorized representative of the party against whom enforcement of the modification, change or alteration is sought.

## EXHIBIT A

### BRAND FEATURES

The Brand Features include the following, together with any other similar materials or brand features provided by WallFlower hereunder:

- a. The FailCon Logo
- b. The WebWallflower Logo
- c. The FailCon Tagline "Embrace Your Mistakes. Build Your Success."
- d. FailCon Business Cards
- e. All design elements found in within the file "FailCon\_Logo\_Elements.ai"
- f. All FailCon Banner Designs
- g. The FailCon Website Design, CSS, and HTML

### BRAND USAGE REQUIREMENTS

- a. Each manner of display or other use of any Brand Features by Producer (alone or in conjunction with any WallFlower- or third party-owned brand features) shall be approved in writing by WallFlower prior to such use; provided, that materials substantially identical to that of materials previously approved need not be submitted for re-approval.
- b. Each written communication prepared in connection with each FailCon Conference shall (i) display the FailCon logo and (ii) include the following statement: "The FailCon logo is used under license from WebWallflower Events. This event is independently produced and organized". No such written communication may include any content that contradicts or is inconsistent with the foregoing statement.
- c. No written communication prepared in connection with any FailCon Conference may include Restricted Content. "Restricted Content" means sexually explicit or violent content, gambling-related content, content related to illegal activities, personal or confidential information, content that infringes on the intellectual property rights of others, or content related to other conferences or seminars.
- d. Web materials, including ticket purchasing sites, the website, social network pages, etc. that mentions or includes the staff and producers of the FailCon Conference shall include "Cass Phillipps" listed as "FailCon Founder" in a format matching that of other staff and producers.
- e. Website must match the style and design of web materials provided by WallFlower and be reachable through failcon.com URL address. Additional addresses or local addresses are optional. Changes to the CSS of the web design must be approved in writing by the WallFlower.

## EXHIBIT B

### WEBWALLFLOWER OBLIGATIONS

- a. WallFlower will furnish such information and provide such advice, assistance and cooperation as provided herein and as further agreed by the parties in connection with Producer's production and organization of each FailCon Conference, including, without limitation, the FailCon Materials and advice about event planning and hosting strategy, introductions to potential speakers, press invitations, and promotion.
- b. WallFlower will participate in a monthly telephone conference (not to exceed one hour) at a time to be agreed by the parties, and/or provide reasonable email support for the purpose of providing such advice, assistance and cooperation. In addition, WallFlower will provide a one-time training session at a time and place to be agreed, not to exceed 5 hours, on hosting strategy, how to facilitate audience engagement and participation, and how to garner promotional press and partnerships.
- c. If so requested by Producer (with travel costs paid or reimbursed by Producer), WallFlower will make Cassandra Guilder mann-Phillipps reasonably available to attend each FailCon Conference for the purpose of giving opening or closing remarks as agreed by the parties, with travel costs and expenses paid for or reimbursed by Producer.
- d. WallFlower will attempt to secure fee-free ticketing for Producer using WallFlower's Eventbrite's ticketing platform account, subject to the approval of, and any conditions placed thereon, by Eventbrite.

### FAILCON MATERIALS

- a. The "Activity Report" – an excel spreadsheet to help producers organize their budget, speakers, sponsors, promotional partners, staff, and agenda
- b. All website CSS, HTML, design, and hosting.
- c. The "FailCon Timeline Template" – a checklist on the FailCon Basecamp page guiding producers through the tasks necessary to be completed for a successful event, when they should be done, and where to find the materials for them.
- d. Templates for Speaker & Sponsor invitational emails
- e. Sponsorship package one-pager and presentation templates
- f. Templates for printed attendee badges
- g. Booklet template for printed booklets on site at the event.
- h. Press Release templates
- i. Templates for speaker slides
- j. The "Producer Feedback Form" – a form for Wallflower to get feedback on the production process from the Producer, to improve the event and process moving forward.

EXHIBIT C

PRODUCER REQUIREMENTS

Producer shall ensure that each FailCon Conference meets the following requirements:

- a. The overall objective of the FailCon Conference shall be to provide an opportunity for entrepreneurs, investors, developers, designers, or small business owners to prepare for business success through the study their own and others' failures.
- b. The FailCon Conference shall, by the date that is 1 week prior to the scheduled date of the FailCon Conference, satisfy the Minimum Attendance Requirement.
- c. Producer shall notify each vendor or sponsor that provides goods or services for the FailCon Conference that (i) the FailCon Conference is independently produced and organized by Producer, and is not produced or organized by WebWallflower Events, and (ii) WebWallflower Events does not assume, and expressly disclaims, any liability to such vendor for loss or damage caused by or in connection with such vendor's participation in the FailCon Conference.
- d. Producer shall provide WallFlower with bi-weekly written (or, at the option of WallFlower, teleconference) updates up to one month prior to the event and a weekly update throughout the month of the event on the progress and status of the FailCon conference production. This includes information relating to the length, location and overall format of the FailCon Conference; identity of planned and confirmed speakers; numbers of expected participants and ticket sales; identity and status of planned and confirmed sponsors and vendors; content of talks and workshops; content and status of advertising, marketing and other promotional activities; revenue, expense and profits projections and status; and other information as may be reasonably requested by WallFlower. Producer acknowledges and agrees that the content of talks and workshops, and the content of advertising, marketing and other promotional materials or activities, is subject to the prior approval of WallFlower, to be given or withheld in WallFlower's sole and absolute discretion.
- e. Producer shall provide WallFlower with access to all ticket sale pages, expense forms, major receipts (costs exceeding \$250), sponsorship invoices, and budget documents. These shall also all be summarized in the Activity Report.