

**VIRTUAL STOREFRONT EXHIBITOR AGREEMENT
BASIC EXHIBITOR INFORMATION**

This Virtual Storefront Exhibitor Agreement (the "Agreement") is entered into this _____ day of _____, by and between AmericasMart.com, LLC ("AmericasMart"), a Georgia limited liability company, acting by and through its managing agent, AMC, Inc., having its principal place of business at 240 Peachtree Street, NW, Suite 2200, Atlanta, Georgia 30303, and _____, a _____ under the laws of the state of _____ ("Exhibitor").

AmericasMart provides a business to business web site located on the Internet at http://www.americasmart.com (the "Site") which, among other things, allows qualified, registered exhibitors to show and sell products and merchandise, and qualified, registered buyers to browse and purchase products and merchandise through a collection of electronic showrooms accessed via the Site, and to gain access to related services, as available.

Now, therefore, in consideration of the parties' mutual covenants and undertakings, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. License Grant** AmericasMart grants to Exhibitor a limited, non-exclusive, non-transferable license to access the Site remotely via Exhibitor's Internet web browser solely for the purpose of placing and maintaining content on specific web pages for placement in applicable electronic showrooms (the "e-showrooms") on the Site (currently, the "About Us" web page.) Such content will be informational only in nature, and will not be enabled for business to business transactions.
- 2. License Restrictions** Exhibitor shall observe and comply with any and all Rules and Regulations established by AmericasMart from time to time and posted on the Site. Said **Rules and Regulations** are a part of this Agreement as if fully set forth herein in their entirety.
- 3. Term.** The term of this Agreement shall begin on _____, 200__ (hereinafter the "Effective Date") and shall continue in full force and effect, subject to the rights of the parties to terminate as otherwise herein provided, for a term of ___ months from the Effective Date (hereinafter the "Term").
- 4. Payment.** Exhibitor agrees to pay to AmericasMart during the Term hereof a monthly exhibitor fee in the amount of \$99.00.
- 5. This Agreement** is subject in all respects to the Terms and Conditions attached hereto and incorporated herein by this reference.
- 6. Addresses of Parties.**

AmericasMart.com, LLC
240 Peachtree Street, N.W.
Suite 2200
Atlanta, GA 30303
Attention: Contract Administration

With a copy to: AMC, Inc.
240 Peachtree Street, N.W.
Suite 2200
Atlanta, GA 30303
Attention: Legal Department

Exhibitor: _____

Attention: _____

- 7. Special Stipulations** (if any) are attached hereto as Exhibit "A".

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the date first above written, with intent to be bound hereby.

**AmericasMart.com, LLC, acting by and through its
managing agent, AMC, Inc.**

Exhibitor: _____

By: _____
Print: _____
Title: _____
Date: _____

By: _____
Print: _____
Title: _____
Date: _____

**VIRTUAL STOREFRONT EXHIBITOR AGREEMENT
TERMS AND CONDITIONS**

1. AmericasMart Obligations

1.1 Hosting AmericasMart shall host the content Exhibitor places on the Site in accordance with the terms of this Agreement and such hosting policies, procedures and specifications as AmericasMart may, by written or e-mail notice to you, establish from time to time. AmericasMart shall make reasonable efforts to secure hypertext links to the Site on appropriate search engines (e.g. Yahoo, Lycos, Altavista), but AmericasMart shall have no liability of any nature for failure to secure any such hypertext links.

2. Exhibitor Obligations

2.1 License to Contents & Marks Exhibitor hereby grants to AmericasMart the non-transferable right during the Term to use (i.e., to copy, transmit, distribute and display), the contents, Exhibitor name, the Exhibitor website name and other related textual and graphic materials (including, without limitation, SKU numbers and product description) that are provided by Exhibitor to AmericasMart for the express purpose of inclusion on the Site from time to time (collectively, the "Exhibitor Materials"). Exhibitor also authorizes AmericasMart to refer in AmericasMart's advertising and promotions to the fact that the contents are accessible through the Exhibitor's e-showroom. All use of the Exhibitor Materials hereunder shall inure to the benefit of Exhibitor, and AmericasMart shall have no right, title or interest in or to the Exhibitor Materials. As between Exhibitor and AmericasMart, Exhibitor owns and shall continue to own, exclusively, all right, title and interest (including, without limitation, all rights provided under the law of copyright and trademark) in and to the Exhibitor Materials and all names, trademarks, service marks, design marks, symbols, and/or other indicia of origin therein throughout the world and in perpetuity, subject to the permissions granted in this Agreement. In no event shall AmericasMart be held liable for any failure to place the contents on the Site. AmericasMart reserves all rights not expressly granted herein, including, but not limited to, the right to monitor content, including the Exhibitor Materials, on or through the Site and, among other things, to immediately remove any and all content which AmericasMart, in its sole discretion, determines to be objectionable, offensive, harassing, or otherwise in breach of the terms of the Exhibitor Agreement.

2.2 Taxes and Other Fees Exhibitor, and/or the buyers of products from the e-showrooms shall be responsible for all federal, state, local or foreign taxes, licenses, fees, import/export fees, penalties, and any other such obligations, if any. Under no circumstances shall AmericasMart be liable for any such taxes, fees, or penalties.

3. Payment

3.1 Exhibitor Fee The monthly Exhibitor Fee payable by Exhibitor hereunder for the right to showcase its products on the Site shall be as set forth on the Basic Exhibitor Information. Upon execution of this Agreement, Exhibitor shall pay to AmericasMart an amount equal to the monthly Exhibitor Fee to be held by AmericasMart as a non-refundable deposit and applied, until fully depleted, against the Exhibitor Fee first owing from Exhibitor. Exhibitor shall thereafter pay to AmericasMart the full amount of such Exhibitor Fee (less applicable deposits) on the first (1st) calendar day of each calendar month throughout the Term. AmericasMart shall have the right, on not less than ninety (90) days prior written notice to Exhibitor, to increase the Exhibitor Fee; provided, however, that Exhibitor shall thereafter have the right to terminate this Agreement as of the date on which such increase was to have taken effect, so long as (x) Exhibitor is at such time and remains thereafter in full compliance with its obligations hereunder, and (y) Exhibitor delivers to AmericasMart written notice of such termination no later than thirty (30) days after receipt of such notice to increase the Exhibitor Fee.

3.2 Late Payments Any late payment shall accrue interest at the rate of 1½% per month, or the greatest amount permitted by law, whichever is less. All payments are nonrefundable.

3.3 Compliance AmericasMart has the right to verify Exhibitor's compliance with the terms and conditions of this Agreement. Such rights, include but are not limited to, periodically checking with buyers to verify the accuracy of Exhibitor's representations on the Site.

3.4 Site Revenue All advertising and sponsorship revenue received from the Site shall belong solely to AmericasMart.

4. Termination; Remedies

4.1 Termination This Agreement shall, at AmericasMart's option, be terminated immediately upon (i) breach by Exhibitor of any terms hereof or (ii) breach by Exhibitor or any of Exhibitor's affiliates of the terms of any other agreements with AmericasMart or an affiliate of AmericasMart, or (iii) thirty (30) days' written notice from AmericasMart to Exhibitor. This Agreement will automatically renew for another twelve (12) month term and thereafter for successive twelve (12) month terms at the then current Exhibitor Fee, unless Exhibitor cancels this Agreement by delivering written notice to AmericasMart no less than sixty (60) days prior to the expiration date of the then existing term.

5. Representations and Warranties

5.1 Representations and Warranties of Exhibitor Exhibitor represents and warrants that: (a) Exhibitor has the right to enter into this Agreement and to grant the rights and licenses granted herein; (b) the reproduction, distribution, transmission, public performance and public display of the contents in connection with the AmericasMart Site do not and shall not (i) invade the right of privacy or publicity of any third party; (ii) contain any libelous, obscene, indecent or otherwise unlawful material; (iii) infringe any patent, copyright or trademark right in any jurisdiction; or (iv) contravene any other rights of any third person; and (c) Exhibitor has received no notice of such invasion, violation or infringement of rights.

5.2 Indemnity Exhibitor shall and does hereby indemnify, defend and hold AmericasMart, its agents, employees, representatives, subsidiaries, and affiliates harmless from any and all claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees and other incidental costs) arising out of or related to (i) breach of this Agreement by Exhibitor, its agents, contractors and employees, (ii) negligence or intentional misconduct of Exhibitor, its agents, contractors and employees, and (iii) placement, removal or modification of any contents on the Site by Exhibitor, including without limitation, any claim that any contents placed on the Site infringe the rights of any third party.

6. Miscellaneous Exhibitor shall not assign this Agreement or any of its rights or delegate any of its duties under this Agreement without the prior written consent of AmericasMart. Any purported assignment or delegation without such required consent is null and void. This Agreement is governed by the laws of the State of Georgia, without regard to conflicts of laws principles. Exhibitor and AmericasMart are independent contractors under this Agreement, and nothing herein is to be construed to create a partnership, joint venture or agency relationship between Exhibitor and AmericasMart. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given (i) if mailed by certified mail, postage prepaid, return receipt requested, on the date posted, (ii) if delivered by overnight courier, when received by the addressee, at the addresses listed on the Basic Exhibitor Information Page, or (iii) if by e-mail, upon receipt: or to such other address as either party shall specify to the other as provided above. This Agreement contains the entire understanding between the parties hereto with respect to the transactions and matters contemplated hereby, and supersedes all prior agreements between the parties, written or oral concerning the subject matter.