



CONTRACT TERMS AND CONDITIONS

1. **TERMS OF CONTRACT:** These Terms and Conditions are complete and exclusive statement of the terms and conditions of the contract between Customer and InnerWorkings Inc. No additional, different, or inconsistent terms in a purchase order or other document issued by Customer are applicable to this transaction unless agreed to in writing by authorized personnel of InnerWorkings Inc..
2. **PRICE:** The price shown on the Quotation is exclusive of taxes and freight charges. If Customer claims an exemption from taxes, it must furnish an exemption certificate to InnerWorkings Inc.. The price is based on current costs and current currency exchange, and InnerWorkings Inc. reserves the right to increase the price if InnerWorkings Inc.'s costs increase prior to completion of this contract.
3. **PURCHASE ORDER:** Customer shall provide InnerWorkings Inc. with a signed copy of the Quotation or a Purchase Order. Receipt of either will be presumed to indicate Customer's acceptance of the Quotation and these Terms and Conditions. Customer will be financially responsible for all work done pursuant to the Quotation.
4. **PAYMENT:** Orders are invoiced at the time Customer is notified that the order has been completed. Payment terms are 50 percent (50%) at time of order and balance at time of advance copies (before order ships). Special payment terms are as set forth in the Quotation.
5. **EXPERIMENTAL WORK:** Experimental or preliminary work performed at Customer's request and not included in the Quotation will be charged for at current rates and may not be used until InnerWorkings Inc. has been reimbursed in full for the amount of the charges billed.
6. **CREATIVE WORK:** Creative work, such as sketches, copy, dummies, and all preparatory work developed and furnished by InnerWorkings Inc., shall remain InnerWorkings Inc.'s exclusive property and no use of same shall be made, nor any ideas obtained there from be used, except upon payment of a charge to be determined by InnerWorkings Inc., unless such charge was expressly identified and included in the selling price.
7. **CONDITION OF COPY/FILES:** If the condition of copy or files submitted to InnerWorkings Inc. differs from that which had been originally described and consequently quoted, Customer agrees that InnerWorkings Inc. may adjust the Quotation accordingly. Customer agrees to be bound by such adjustments.
8. **PREPARATORY MATERIALS:** Working electronic files, mechanical art, type, negatives, positives, flats, plates, and other items supplied by InnerWorkings Inc. shall remain its exclusive property unless otherwise agreed in writing. All final printing plates made by InnerWorkings Inc. for Customer's project are InnerWorkings Inc.'s property.
9. **PREPRESS PROOFS:** Prepress proofs shall be submitted with original copy. Corrections are to be made on "master set," returned marked "O.K." or "O.K. with corrections," and signed by Customer. If revised proofs are desired, request must be made when proofs are returned. InnerWorkings Inc. is not responsible for errors if the work is printed per Customer's O.K.; or if changes are communicated verbally; or if Customer has not ordered proofs; or if Customer failed to return proofs with indication of changes; or if Customer instructs InnerWorkings Inc. to proceed without the submission of proofs.
10. **PRESS PROOFS:** Unless the provision of press proofs to Customer are specifically included in the Quotation, such provision is an additional item and will be charged for at current rates. An inspection sheet of any form can be submitted for Customer approval, at no charge, provided Customer is available at the press during the time of makeready. Lost press time due to Customer delay, or Customer changes and corrections, will be charged at current rates. Any travel charges related to press proofs will be chargeable to the Customer.
11. **COLOR PROOFING:** Because of differences in equipment, processing, proofing substrates, paper, inks, pigments, and other conditions between color proofing and production pressroom operations, Customer will accept a reasonable variation in color between proofs and the completed job.
12. **CUSTOMER FURNISHED MATERIALS:** Paper stock, inks, camera copy, film, color separations, and other Customer furnished material shall be manufactured, packed, and delivered to InnerWorkings Inc.'s specifications. Additional cost due to delays or impaired production caused by specification deficiencies in Customer furnished materials shall be charged to Customer. Materials delivered from Customer or Customer's suppliers are verified with the delivery ticket as to cartons, packages, or items only. The accuracy of quantities indicated on such tickets cannot be verified and InnerWorkings Inc. cannot accept liability for shortage based on supplier's delivery tickets.
13. **SHIPMENT:** Unless otherwise specified on the Quotation, the price quoted is for single shipment, without storage, F.O.B. Point of Manufacturing. InnerWorkings Inc. will select routing unless Customer requests special routing at its expense. Material or finished goods stored more than 30 days after completion of the work are subject to InnerWorkings Inc.'s standard storage charges. Title, possession, and risk of loss shall pass to Customer upon tender for delivery at the F.O.B. point stated in the Quotation.
14. **OVERRUNS AND UNDERRUNS:** Overruns and underruns not exceeding 10% of the quantity ordered shall constitute acceptable delivery. If Customer requires guaranteed exact quantities, the acceptable percentage overrun tolerance will be 20%. Customer agrees to pay for the actual quantity delivered within these tolerances.
15. **INSPECTION:** Customer shall inspect goods upon receipt and process any claims with the carrier. Customer shall notify InnerWorkings Inc. in writing of all claims for patent

defects, errors, or shortages within 15 days of receipt of goods. Failure to timely notify InnerWorkings Inc. of such defects shall be deemed a waiver by Customer.

16. CHANGES, ALTERATIONS, AND CANCELLATION: Customer may not change, alter, or cancel this order, in whole or in part, after the acceptance of the Quotation, unless agreed to in writing by InnerWorkings Inc.. All changes and/or alterations shall be priced at InnerWorkings Inc.'s then current prices. Customer shall also pay costs incurred prior to the change and/or alteration, costs resulting from the change and/or alteration, and any additional processing charges. The minimum charge for cancellation is 20% of the price plus costs incurred prior to cancellation. Orders for special make up items may be cancelled, changed, or altered by Customer only upon payment of all costs incurred by InnerWorkings Inc. to the point it receives written notice of the cancellation, change, or alteration and acts thereon.

17. WARRANTY: InnerWorkings Inc. warrants that the goods will substantially conform to the description contained on the face of the Quotation or any amendment, change or alteration thereof. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ATTACHING TO GOODS OR SERVICES SUPPLIED BY HEULEGORDON, INC.

18. LIMITATION OF LIABILITY: InnerWorkings Inc.'s liability for breach of this warranty is limited, at its option, (i) to repairing or replacing the defective articles at no cost to Customer or (ii) crediting Customer for its "variable unit cost" paid to InnerWorkings Inc. for defective articles. "Variable unit cost" means the price per book charged Customer for press operations. In no event will InnerWorkings Inc. be liable for any indirect, special, consequential, punitive or exemplary damages for any matter arising under this contract or for negligence.

19. DELAYS: InnerWorkings Inc. shall not be responsible for failure or delay in performance if due to Act of God, war, governmental acts or regulations, fire, flood, embargo, quarantine, labor difficulties, accident, unusually severe weather, energy failure, equipment breakdown, delays of supplier or carriers, or other causes beyond InnerWorkings Inc.'s or its vendors' control. InnerWorkings Inc. may in such event, and in its own discretion, reduce or cancel Customer's order upon written notice to Customer and/or perform such portion of the work as it is capable of performing. If the work is placed elsewhere, InnerWorkings Inc. shall be entitled to resume the work as promptly as practicable.

20. INDEMNIFICATION: Notwithstanding the Quotation and acceptance thereof by Customer, InnerWorkings Inc. reserves the right to refuse to print or bind any material it believes is obscene, improper, unlawful or violative of anyone's rights. Notwithstanding InnerWorkings Inc.'s failure to exercise such rights, Customer shall indemnify and hold harmless InnerWorkings Inc. from all loss and liability, including legal costs, attorney fees and damages, resulting from any claims, demands, actions, or proceedings alleging that any printing violates a copyright or proprietary right, or contains obscene, libelous, or scandalous material, or invades a right of privacy or other personal right. InnerWorkings Inc. shall promptly notify Customer of any such claim and Customer shall promptly defend the claim at its expense.

21. GENERAL:

A. This Agreement between Customer and InnerWorkings Inc. shall be deemed to have been made in Kent County, Michigan and shall be governed by Michigan law. Any action against InnerWorkings Inc. by Customer shall be brought in the 61st District Court of Kent County Circuit Court, State of Michigan, or the United States District Court for the Western District of Michigan, Southern Division. Customer consents that such courts shall have personal jurisdiction over any such action.

B. Stenographic and clerical errors in the Quotation and/or Acknowledgment may be corrected without liability to InnerWorkings Inc..

C. If any provision of these Terms and Conditions is found to be unenforceable by a court, the remaining provisions shall remain in full force and effect.

D. Failure of InnerWorkings Inc. at any time to exercise any right does not constitute a waiver of the right.