

EVENT MARKETING CONTRACT

NATURAL PRODUCTS EXPO EAST 2009



Boston, MA USA
 Education: Wed. - Sat., September 23-26, 2009
 Trade Show: Thurs. - Sat., September 24-26, 2009

OPPORTUNITY		QTY	TOTAL															
Exhibitor-Presented Seminars	<input type="radio"/> Wed. \$5,000 <input type="radio"/> Thurs. \$6,000 <input type="radio"/> Fri. \$6,000 <input type="radio"/> Sat. \$5,000		\$ _____															
Personal Planner*	<input type="radio"/> Company Information \$100 <input type="radio"/> Featured Company \$200		\$ _____															
New Products Buyers' Guide Ad	<input type="radio"/> Inside Cover \$2,000 <input type="radio"/> Back Cover \$4,000 <input type="radio"/> Bookmark \$3,000		\$ _____															
New Products Buyers' Guide Listing*	<input type="radio"/> 1st Listing \$250, <input type="radio"/> 2nd Listing \$200, <input type="radio"/> 3rd Listing \$175 A category must be selected to process contract. <div style="display: flex; align-items: center;"> <div style="font-size: 3em; margin-right: 10px;">}</div> <div> Please select the category(s) and quantity based on your Listing selection(s). <table border="0" style="margin-left: 20px;"> <tr> <td><input type="checkbox"/> Bulk</td> <td><input type="checkbox"/> Food Service</td> <td><input type="checkbox"/> Frozen/Refrigerated</td> </tr> <tr> <td><input type="checkbox"/> Grocery</td> <td><input type="checkbox"/> Health & Beauty</td> <td><input type="checkbox"/> Herbs/Medicinals</td> </tr> <tr> <td><input type="checkbox"/> International</td> <td><input type="checkbox"/> Kosher</td> <td><input type="checkbox"/> Natural Living</td> </tr> <tr> <td><input type="checkbox"/> New England's Best+</td> <td><input type="checkbox"/> Organic (certified)</td> <td><input type="checkbox"/> Pet Products</td> </tr> <tr> <td><input type="checkbox"/> Vitamin/Supp.</td> <td><input type="checkbox"/> Other</td> <td></td> </tr> </table> </div> </div>	<input type="checkbox"/> Bulk	<input type="checkbox"/> Food Service	<input type="checkbox"/> Frozen/Refrigerated	<input type="checkbox"/> Grocery	<input type="checkbox"/> Health & Beauty	<input type="checkbox"/> Herbs/Medicinals	<input type="checkbox"/> International	<input type="checkbox"/> Kosher	<input type="checkbox"/> Natural Living	<input type="checkbox"/> New England's Best+	<input type="checkbox"/> Organic (certified)	<input type="checkbox"/> Pet Products	<input type="checkbox"/> Vitamin/Supp.	<input type="checkbox"/> Other			\$ _____
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Product Showcases*	<input type="radio"/> \$325 A category must be selected to process contract. <div style="display: flex; align-items: center;"> <div style="font-size: 3em; margin-right: 10px;">}</div> <div> Please select the category(s) and quantity based on your Showcase selection(s). <table border="0" style="margin-left: 20px;"> <tr> <td><input type="checkbox"/> Bulk</td> <td><input type="checkbox"/> Food Service</td> <td><input type="checkbox"/> Frozen/Refrigerated</td> </tr> <tr> <td><input type="checkbox"/> Grocery</td> <td><input type="checkbox"/> Health & Beauty</td> <td><input type="checkbox"/> Herbs/Medicinals</td> </tr> <tr> <td><input type="checkbox"/> International</td> <td><input type="checkbox"/> Kosher</td> <td><input type="checkbox"/> Natural Living</td> </tr> <tr> <td><input type="checkbox"/> New England's Best +</td> <td><input type="checkbox"/> Organic (certified)</td> <td><input type="checkbox"/> Pet Products</td> </tr> <tr> <td><input type="checkbox"/> Vitamin/Supp.</td> <td><input type="checkbox"/> Other</td> <td></td> </tr> </table> </div> </div>	<input type="checkbox"/> Bulk	<input type="checkbox"/> Food Service	<input type="checkbox"/> Frozen/Refrigerated	<input type="checkbox"/> Grocery	<input type="checkbox"/> Health & Beauty	<input type="checkbox"/> Herbs/Medicinals	<input type="checkbox"/> International	<input type="checkbox"/> Kosher	<input type="checkbox"/> Natural Living	<input type="checkbox"/> New England's Best +	<input type="checkbox"/> Organic (certified)	<input type="checkbox"/> Pet Products	<input type="checkbox"/> Vitamin/Supp.	<input type="checkbox"/> Other			\$ _____
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New Products Showcase Award	<input type="checkbox"/> While there is no additional cost to participate, once a product showcase is contracted you must complete this form and check this box in order to enter. <div style="display: flex; align-items: center;"> <div style="font-size: 3em; margin-right: 10px;">}</div> <div> Please select the category(s) based on your Showcase Award preference(s). <table border="0" style="margin-left: 20px;"> <tr> <td><input type="checkbox"/> Best Packaging</td> <td><input type="checkbox"/> Food</td> <td><input type="checkbox"/> Green/Environmentally-Friendly</td> </tr> <tr> <td><input type="checkbox"/> Health & Beauty</td> <td><input type="checkbox"/> Most Innovative</td> <td><input type="checkbox"/> New England's Best+</td> </tr> <tr> <td><input type="checkbox"/> Supplement/Herb</td> <td><input type="checkbox"/> Other</td> <td></td> </tr> </table> </div> </div>	<input type="checkbox"/> Best Packaging	<input type="checkbox"/> Food	<input type="checkbox"/> Green/Environmentally-Friendly	<input type="checkbox"/> Health & Beauty	<input type="checkbox"/> Most Innovative	<input type="checkbox"/> New England's Best+	<input type="checkbox"/> Supplement/Herb	<input type="checkbox"/> Other			\$ _____						
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Product Line	<input type="radio"/> \$5,000 <input type="radio"/> \$6,500		\$ _____															
Private Function Room	<input type="radio"/> \$4,000		\$ _____															
Private Appointment Room*	<input type="radio"/> One Day \$1,500 (<input type="checkbox"/> Wed. <input type="checkbox"/> Thurs. <input type="checkbox"/> Fri. <input type="checkbox"/> Sat.) <input type="radio"/> Whole Show \$4,000		\$ _____															
Retailer Bag Insert	<input type="radio"/> \$3,500		\$ _____															
Buyers' Guide Advertising	Full Page Half Page Quarter Page <input type="radio"/> 4 Color, Premium \$3,300 <input type="radio"/> 4 Color \$1,700 <input type="radio"/> 4 Color \$1,020 <input type="radio"/> 4 Color \$2,600 <input type="radio"/> B&W \$1,100 <input type="radio"/> B&W \$660 <input type="radio"/> B&W \$2,100 <input type="radio"/> Front Cover Tip-On \$7,000 <input type="radio"/> Bookmark \$4,500 <input type="radio"/> Other _____		\$ _____															
Other	<input type="radio"/> _____		\$ _____															
TOTAL:			_____															

*100% payment due with contract. Others will be invoiced upon confirmation with full payment due 30 days from invoice date.
 +Exhibitor must be contracted, and products produced or manufactured, in New England, which is comprised of the following states: Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, and Connecticut.

EXHIBITOR INFORMATION

Company Name _____
 Address _____
 City _____
 St _____ Country _____ Postal Code _____
 Tel _____
 Fax _____
 E-mail: _____
 Company Contact _____
 Title _____
 Billing Contact _____
 Title _____

PAYMENT

CHECK (payable to New Hope Natural Media):
 Mail to: Accounting Department
 Natural Products Expo East
 1401 Pearl Street
 Boulder, CO 80302 USA
 Fax: 303.939.9559

BANK WIRE: (Include a copy of your wire with this information. Please indicate on your wire that this payment is for Natural Products Expo East.)

Wells Fargo Bank c/o New Hope Natural Media
 RTN #121000248 Account #182 805 9906
 Swift Code: WFBUS6S
 1242 Pearl Street, PO Box 227
 Boulder, CO 80306-0227 USA

CREDIT CARD: This authorizes New Hope Natural Media to charge my credit card for the above items at Natural Products Expo East 2009, September 23-26.

VISA MasterCard American Express

Name on Card _____
 Card # _____ Exp. Date _____
 Billing Address _____
 City _____ State _____ Country _____ Postal Code _____
 Authorized Signature _____ Today's Date _____

CANCELLATIONS: No refunds will be issued. Cancellations do not relieve exhibitor of its obligation under this contract.

COMPANY AUTHORIZATION

The undersigned hereby represents and warrants that he/she is duly authorized to execute this binding contract on behalf of the Sponsor/Company named above. The undersigned has read the Rules and Regulations on the front and reverse of this form, and accepts the same.

Name/Title _____ Date _____
 Signature _____

FOR INTERNAL USE ONLY	
Sold by: _____	Sub-Total = \$ _____
Date Deposit Rec'd _____	Deposit Amt. = \$ _____
MSG# _____	Total Amt. Due = \$ _____
S/O _____ CK# _____	

Produced by New Hope Natural Media, a division of Penton Media, Inc.

The Exhibitor hereby submits the application for ancillary marketing and promotional services at Natural Products EXPO EAST 2009, September 23-26, Boston, MA, USA to New Hope Natural Media, a division of Penton Media Inc., USA (hereby referred to as the Organizer) and hereby acknowledges and agrees to the terms and conditions set forth herein, and the Rules and Regulations for Exhibitors and other relevant brochures as the same may exist today or as they may be hereafter amended or updated, and to such other rules and regulations as may from time to time be established by the Organizer, all of which are incorporated herein by this reference. All marketing/sponsor opportunities are sold and assigned on a first-come, first-served basis. Prior year sponsors/marketing partners do not have exclusive rights to current year sponsorships or marketing opportunities. The Exhibitor further agrees that, upon acceptance of this application by the Organizer, this application shall become a legally binding contract, enforceable in accordance with its terms. Confirmation will be returned.

Terms of Contract

Mail: 1401 Pearl St., Boulder, CO 80302 **Phone:** 303.939.8440 **Fax:** 303.939.9559 **Web:** www.expoeast.com

1. INTRODUCTION. New Hope Natural Media ("NHNM") provides ancillary Event Marketing services (the "Ancillary Services") in NATURAL PRODUCTS EXPO (collectively the "EXPO"). NHNM offers exhibitors the opportunity to advertise their products and services in connection with the Ancillary Services in accordance with the Terms and Conditions (as defined below). Participation in the Ancillary Services shall be available only to exhibitors who have contracted with NHNM for exhibit space for the respective EXPO.

2. BASIC TERMS. The terms and conditions set forth in the fill-in-the blank portion of this Subscription are referred to as the "Basic Terms". The Basic Terms, together with the General Terms and Conditions set forth in the pre-printed portion of the Subscription are collectively referred to herein as the "Terms and Conditions".

3. PARTIES. This Ancillary Services Subscription, together with any Addendum (defined below) (Collectively, the "Subscription"), is between NHNM and the Exhibitor indicated in the Basic Terms ("Exhibitor"). The term "Exhibitor" shall include the Exhibitor as well as its Marketing agency and other agents and representatives. Until accepted in writing by NHNM, which acceptance shall be in NHNM's sole and absolute discretion, this Subscription will constitute only Exhibitor's application or offer to subscribe to the Ancillary Services. Once accepted by NHNM, the Subscription will become a contract and shall thereafter be binding among the parties pursuant to the Terms and Conditions.

4. ELIGIBILITY. NHNM reserves the right, in its sole and absolute discretion, to accept or reject any Person, product or Advertisement (as defined below) for participation in the Ancillary Services. The foregoing right shall not be deemed waived by NHNM's acceptance or actual use of any Advertisement. The term "Person" shall include individuals, corporations, partnerships or other business associations.

5. STANDARDS PROGRAM. NHNM obligations hereunder are conditioned upon Exhibitor's compliance with the NHNM Exhibitor Standards for Natural Products Expo (the "Standards"), a copy of which accompanies each exhibit booth kit. Failure to comply with the Standards shall constitute a material breach of the Subscription thus entitling NHNM to terminate this Subscription at any time.

6. THE ADVERTISEMENT & CONTRACT PRICE. Exhibitor subscribes to, and upon NHNM's acceptance of this Subscription an Exhibitor payment in full of the Contract Price, NHNM agrees to publish and display, the advertisement(s) described in the Basic Terms (the "Advertisement"), subject to the Terms and Conditions. Exhibitor understands and agrees that NHNM's obligations hereunder are conditioned upon NHNM's receipt of the entirety of the Contract Price and Exhibitor's full performance of its obligations hereunder.

7. CANCELLATION POLICY. No refunds will be issued and Exhibitor will be liable for and shall pay any unpaid balance of the Contract Price if cancellation is received. A cancellation notice shall be deemed received only upon NHNM's actual receipt thereof. Cancellations must be in writing.

8. BREACH AND REMEDIES. Upon a material breach hereunder (e.g., failure to pay the Contract Price in strict accordance with the Payment Terms, failure to conform with the Standards, default under any Ancillary Contract (defined below, etc.), NHNM shall have the right to immediately terminate this Subscription and Exhibitor's participation in any Ancillary Services, without giving notice to Exhibitor and without incurring any liability therefore.

9. CROSS-DEFAULT AND SETOFF. Any default by Exhibitor under this Subscription shall constitute a default under any and all other agreements between NHNM and Exhibitor including, but not limited to, those contracts regarding the EXPO (e.g. exposition booth contracts and other fee-based activities) (collectively, "Ancillary Contract"). In such event, NHNM, in its sole discretion, shall be entitled to apply any amounts deposited under any Ancillary Contract to amounts due under this Subscription. If such application causes a default to exist under such Ancillary Contract, NHNM shall be entitled to such remedies as may be provided in such other contract. Similarly, any default under any Ancillary Contract shall constitute a default hereunder thus entitling NHNM to its remedies hereunder.

10. ENFORCEMENT. If NHNM engages any attorney for enforcement of the provisions contained in this Subscription, in addition to amounts due and owing hereunder, Exhibitor will pay all costs and expenses of NHNM in such enforcement, including reasonable

attorney's and agency fees, costs and expenses are allowed by applicable law. Subscription may be accompanied by an addendum or rider, which identifies special or additional terms and conditions particular to the applicable EXPO (the "Addendum"). All terms and conditions contained in any Addendum shall be incorporated by this reference in the Terms and Conditions. Specific Marketing instructions shall be supplied with the Subscription and shall clearly state the name of Exhibitor, size of advertisement, identification of advertisement and any special instructions and shall be accompanied by camera-ready proofs of the Advertisement.

11. ENTIRE AGREEMENT: NO MODIFICATION. This Subscription contains the entire agreement of the parties and supercedes all prior negotiations of the parties with respect to the matters covered herein. This Subscription may be amended only in a writing signed by both parties. Oral agreements shall not be valid or enforceable. Any conditions, printed or otherwise, appearing on Exhibitor's or NHNM's purchase orders, space orders, billing instruction or copy instructions, which conflict with the Terms and Conditions, shall not be binding on NHNM.

12. DEEMED ACCEPTANCE. Exhibitor's forwarding this Subscription shall be deemed an acceptance of the Terms and Conditions including the Contract Price and rates associated therewith.

13. INDEMNIFICATION. Exhibitor shall indemnify, defend, and save harmless NHNM from any and all liability for content (including text, illustrations, representatives, sketches, maps, trademarks, labels or other copyrighted matter) of Advertisements printed, or the unauthorized use of any Person's name, trademark, or photograph arising from the reproduction and display of such advertisements pursuant to the Exhibitor's written or verbal instructions.

14. LIMITATION ON LIABILITY. NHNM's liability for any error or breach of this Subscription will not exceed amounts actually paid by Exhibitor with respect to the Contract Price. NHNM assumes no liability if for any reason it becomes necessary to omit an Advertisement. In such event, Exhibitor's sole and exclusive remedy shall be a full and prompt refund of all amounts actually paid NHNM with respect to the Contract Price.

15. FORCE MAJEURE. NHNM shall not be liable for delay or failure of performance with respect to this Subscription caused by an Act of God, action by any governmental or quasi-governmental entity, fire, flood, insurrection, riot, explosion, embargo, terrorist attacks, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown, or any condition beyond the control of NHNM ("Force Majeure Events"). In such event, NHNM shall be entitled to retain such portion of the Contract Price as required to compensate NHNM for expenses incurred up to the time of the Force Majeure Event.

16. MISCELLANEOUS MARKETING REQUIREMENTS LIMITATIONS. NHNM reserves the right to limit or adjust the size, space, and configuration of any Advertisement. No two Exhibitors shall be permitted to use billboard space under the same contract. No attempt to simulate or mimic another's Marketing format will be permitted. NHNM reserves the right to display the word "advertisement" on any Advertisement, which, in NHNM's opinion, resembles editorial matter. Requests for specified locations are given consideration but no guarantee is made unless a position premium has been provided for in the Subscription.

17. CREDIT. Each exhibitor or their agent/agency must have no outstanding past due invoices with New Hope Natural Media or Penton Media, Inc. Past due invoices billed to the exhibitor or their agent/agency must be paid before exhibitors will be allowed access to the Natural Products Expo.

18. GOVERNING LAW AND VENUE. The interpretation and performance of this Subscription shall be governed by the laws of the State of New York. Venue in any action brought to interpret, construe, enforce or determine a breach of this Subscription, whether such action is brought by NHNM or Exhibitor's execution of this Subscription shall constitute an acceptance of, and waiver of objection with respect to, the foregoing venue.