

# EXHIBITOR CONTRACT

March 9-11, 2012 Anaheim Convention Center Anaheim, CA USA



## PLEASE RETURN ORIGINAL, CONFIRMATION WILL BE RETURNED

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

### Return to: Engredea

Attn: Accounting Dept.  
1401 Pearl Street, Suite 200, Boulder, CO 80302 USA  
1.303.939.8440 phone  
1.913.514.6996 fax

By completing and returning this application, you are applying for exhibit space at Engredea 2012. You acknowledge that your application, if accepted in writing, will form a contract between you and New Hope Natural Media (NHNM). Any contract formed will incorporate the terms and conditions set forth below, the guidelines established in the Exhibitor Service Kit, the Additional Contract Provisions on the pages following this document, and the New Hope Natural Media Exhibitor Standards for Engredea (the "Standards"). New Hope Natural Media reserves the right to reject any application for any reason.

### PAYMENT TERMS

**Exhibit Space:** Forty percent (40%) of the total opportunity is due by 4/11/11. The balance is due on 11/18/11. Applications received after 11/18/11 must be accompanied by 100% of the fee and must be paid by cashier's check or money order. New Hope Natural Media may, at its discretion, release the booth(s) if the deposit(s) are not made per the attached schedule. Reassignment of the booth space under this provision does not relieve the exhibitor of its obligation under this contract.

### CANCELLATION POLICY

**Exhibit Space:** Once this contract is signed and exhibit space is allocated, you are contracted to exhibit space. An exhibitor who cancels its booth space reservation must pay a cancellation fee, as seen below, which allows New Hope Natural Media to recover the administration expenses incurred in preparing for the participation of the canceling exhibitor and which it will incur in attempting to resell the booth. Cancellations must be made in writing and are subject to the following provisions:

- 1) Cancellations and booth downsizes received by 11/18/11 are subject to a cancellation fee equal to 40% of the booth price.
- 2) Cancellations and booth downsizes received after 11/18/11 are subject to a cancellation fee equal to 100% of the booth space being cancelled.
- 3) Cancellations and booth downsizes will receive one (1) penalty point.

If Exhibitor has not set up its booth by 6:00 p.m., 3/8/12 and has not contacted the Expo Show Office at the convention center, we reserve the right to reassign that Exhibitor's booth(s).

\_\_\_\_\_ Initials

### Please complete the following general information

#### 1. Are you a first-time exhibitor at Engredea?

Yes\*  No

\* If yes, you must complete a first-time exhibitor application.

#### 2. What type of supplier do you represent?

- Farm/Grower  Other: \_\_\_\_\_  
 Ingredient Importer/Exporter Specify \_\_\_\_\_  
 Raw Ingredient Producer/Supplier  
 Packaging/Equipment Supplier

#### 3. In which category do you produce ingredients and technologies? (check all that apply)

- Dietary Supplements/ Nutraceuticals/OTC  
 Functional Food/Beverage/Dairy  
 Pharmaceuticals  Organic Products  
 Functional Cosmetics/ Health & Beauty  Other: \_\_\_\_\_  
Specify \_\_\_\_\_

### 4. EXHIBIT SPACE (subject to availability)

**Exhibit space rental fee inclusions:** The rental fee for exhibit space includes standard booth drapery, Exhibitor Service Kit, and 6 badges per 10' x 10' booth. Also included is admission to all Expo-hosted events and educational seminars unless otherwise noted.

**Preferred Booth Locations:** Additional choices may be submitted. Booths will be assigned on a first come, first served basis.

**Products to be displayed:** \_\_\_\_\_

#### Pricing for Engredea 2012\*

- Booth Type: (Please Check)  Island  Peninsula  Corner  Inline  
 Island \$56.60/sq.ft.  Peninsula \$54.50/sq.ft.  
 Corner (2 sides) \$5,025.00  Inline (10'x10') \$4,795.00

Booth Size: \_\_\_\_\_ x \_\_\_\_\_ Location: \_\_\_\_\_ Location 2nd Choice: \_\_\_\_\_

\*Includes use of Innovadex Sales App

### 5. OTHER EVENTS

Other Events listed below are subject to the Supplemental Terms and Conditions attached to this Exhibitor Contract. Section I will cover Expo Asia. Section II will cover Engredea Virtual Event and NewHope360.com Directory Listing.

#### Engredea Virtual Trade Show and Conference—May, 2012

Virtual Booth: \$2,500.00

#### Expo Asia—August 23–25, 2012

Asia Inline: \$4,020.00. Initial page 4.

Products to be displayed: \_\_\_\_\_

#### NewHope360.com Find & Compare

**New Hope Clients:**  VIP: \$3,000.00  Premium: \$1,500.00  Enhanced: \$500  Basic: FREE  
Initial page 5 & 6.

**Organic Standards:** All ingredients and products labeled "organic" must meet USDA National Organic Program requirements, and must be certified by a USDA-accredited certifier. Organic exhibitors must submit proof of certification.

### 6. EXHIBITOR CORRESPONDENCE (One company per contract only)

Individual to receive all **Exposition correspondence**

Bill To: \_\_\_\_\_

Exhibiting As: \_\_\_\_\_

Floor Plan Name if Different than Above: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Country: \_\_\_\_\_

Telephone: \_\_\_\_\_ Cell Phone Number:\* \_\_\_\_\_

Fax: \_\_\_\_\_

Onsite \_\_\_\_\_ Emergency Contact \_\_\_\_\_

E-mail: \_\_\_\_\_

Website: \_\_\_\_\_

Key Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Please proofread** the information above carefully. A password will be supplied with your booth confirmation via e-mail to the e-mail address listed above. Deadlines apply.

\* By providing my cell phone number, I am giving Engredea permission to contact me via text or phone regarding emergency situations and onsite show updates.

### 7. CONTRACT ACCEPTANCE

The undersigned hereby represents and warrants that he/she is duly authorized to execute this binding contract on behalf of the Company named above. The undersigned has read the Rules and Regulations on the front and the following pages of this form, as well as any applicable supplemental terms and conditions that may apply to this contract, and accepts the same.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### For INTERNAL use only — Total Due 11/18/11

Booth # (s) Assigned: \_\_\_\_\_ = \$ \_\_\_\_\_

Total Size: \_\_\_\_\_ Sub-total = \$ \_\_\_\_\_

Sold By: \_\_\_\_\_ Discount = \$ \_\_\_\_\_

Comp ID#: \_\_\_\_\_ Deposit Amt. = \$ \_\_\_\_\_

AE: \_\_\_\_\_ Total Amt. Due = \$ \_\_\_\_\_

CK # \_\_\_\_\_

	Date	Initials	Date	Initials
A2Z	_____	_____	ACCT	_____
CONF	_____	_____	INFO	_____

# ADDITIONAL CONTRACT PROVISIONS FOR ENGREDEA

**1. SHOW HOSTS.** The word "Show Host" as used herein shall mean the sponsoring organization, association or institute or its officers, agents or employees acting for it, in the management of the Exposition.

**2. ELIGIBLE EXHIBITS.** The Show Host reserves the right to determine whether any company or product is eligible under the Standards for inclusion in the Exposition. This determination may be made at any time before or after the start of the Exposition.

**3. LIMITATION OF LIABILITY.** The Exhibitor agrees to make no claim for any reason whatsoever, including negligence, against the Show Host, its members or agents, or employees or the lessors or owners or the Exposition premises for loss, theft, damage or destruction of property; nor for any injury to Exhibitor or its or employees while in the Exposition quarters.

**4. DEFACTING OF BUILDING.** Exhibitors are liable for any damage caused by fastening displays or fixtures to the building floors, walls or to the standard booth equipment, or for damage caused in any other manner. Exhibitors may not apply paint, lacquer, adhesive or any other coating to building walls and floors or to standard booth equipment.

**5. DISPLAY DIMENSIONS.** With the exception of island, peninsula booths and perimeter wall maximum exhibit height is 8'3". Exhibitors in island or peninsula spaces wishing to go beyond a 12-foot height must submit a display sketch for management approval. Where an unfinished portion of an exhibit is exposed, the offending surface must be made presentable at the expense of the Exhibitor. Each Exhibitor is entitled to a reasonable sightline from the aisle regardless of the size of the exhibit. Therefore, a display may not extend above the side rail more than four feet from the back wall.

**6. SOUND DEVICES.** The use of devices for mechanical reproduction of sound or music is permitted (up to 85 decibels), but must be controlled. Sound of any kind must not be projected outside the confines of the exhibit booth.

**7. REJECTED EXHIBITS.** The Exhibitor acknowledges and agrees that his exhibit shall be admitted and shall be permitted to remain in the Exposition only upon continued strict compliance by the Exhibitor with the terms and conditions of this agreement and the Standards. Notwithstanding such compliance, the Show Host reserves the right to reject or remove Exhibitor's exhibit, in whole or in part, from the Exposition for any reason whatsoever. If Exhibitor's exhibit is rejected or removed without cause given, Show Host shall return to Exhibitor the unearned portion of the rental fee. No portion of the rental fee shall be returned if rejection or removal occurs upon violation of this agreement or the Standards.

**8. INSURANCE.** The Exhibitor shall at all times during the time Exhibitor has access to the Exposition grounds maintain the following insurance from an insurance company rated B+ or above by Best:

a) Workers' compensation insurance in compliance with the laws of the state where the Exposition is held, with a liability limit to comply with statutory requirements.

b) General commercial liability insurance, including contractual liability and advertising injury coverage, with a minimum liability limit of not less than \$1,000,000 combined single limit. If requested by Show Host, the Exhibitor shall provide a certificate evidencing the foregoing coverage.

**9. EXHIBITOR REPRESENTATIVE'S RESPONSIBILITY.** Each Exhibitor must name at least one person to be his representative in connection with installation, operation and removal of exhibit. Such representative shall be authorized to enter into such service contracts as may be necessary, and for which the Exhibitor shall be responsible. Show Host reserves the right to resell the exhibit space if the Exhibitor booth is not set by 6:00 p.m. of the day preceding show floor opening.

**10. CHARACTER OF DISPLAY.** Distribution of samples and printed matter of any kind, or any promotional material, or staff associated with your company is restricted to the confines of the exhibit booth. No noise makers or anything not in keeping with the character and high standards of Show Host may be distributed or utilized by an Exhibitor in the exhibit area. Orders only may be taken at the show; no individual sales with exchange of money.

**11. LABOR.** Exhibitors must comply with union work rules where applicable. Union labor will be made available.

**12. EXHIBIT LOGISTICS.** An Exhibitor Service Kit containing detailed information will be available online at [www.engredea.com](http://www.engredea.com) in ample time for advance planning. The Kit will contain information regarding shipment, labor, electrical service, rental items, exhibit hours, etc. Service order forms for all available services will be included and should be returned promptly. Exhibitors must abide by the rules outlined in the Exhibitor Service Kit.

**13. ATTENDANCE.** The Show Host shall have sole control over attendance policies at all times.

**14. SUB-LEASING.** Exhibitors may not sub-let their space, nor any part thereof.

**15. GUARDS.** The Sponsor will employ security guards during the course of the Exposition. The duty of the guards will be to protect the general exhibit against fire or other catastrophes. Neither the Show Host, Show Management, nor the owners or lessors of the exhibit premises will assume any responsibility for an Exhibitor's property or personal property of its employees. It is suggested that the Exhibitor insure his property against loss and theft.

**16. FIRE & SAFETY LAWS.** Federal, State and City Laws must be strictly observed. Cloth decorations must be flameproof. Wiring must comply with fire department and underwriter rules. Smoking in exhibits is forbidden. Crowding will be restricted. Aisles and fire exits cannot be blocked by exhibits. No decorations of paper, pine boughs, leafy decorations or tree branches are allowed. See additional fire regulations.

**17. BOOTH RELOCATION.** Show management reserves the right to relocate Exhibitors in comparable spaces other than those specified on the executed Exhibitor Booth Contract if it is deemed advisable and necessary and in the best interest of the show. In the event of relocation, Exhibitors will be advised in writing and given the option of selecting another location if available, or to cancel and receive a full refund of all payments.

**18. 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.

**19. COMPLIANCE WITH LAWS/STANDARDS.** The Exhibitor shall comply with all laws, standards, regulations and ordinances, including but not limited to copyright laws ("applicable laws"). If the Show Host becomes aware of or learns of an exhibitor's failure to comply with any such applicable law, that failure to comply shall be cause for rejection or removal of Exhibitor and his exhibit from the Expo.

Copyrights: NHNM requires exhibitors to obtain music licenses through ASCAP and BMI, along with any other performing rights organizations if necessary, if exhibitors intend to use copyrighted music in their booths. NHNM is not responsible for the music used by exhibitors, and Exhibitor hereby agrees to indemnify, defend and hold harmless NHNM for any and all costs or damages, including attorneys fees, related to any copyright violations that result from Exhibitor's failure to obtain the appropriate license(s).

**20. 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 Engredea.

## 21. AMENDMENTS TO RULES.

a.) Amendment Rules: Show Host reserves the right to modify the Standards and to adopt additional rules from time to time in its sole discretion. Any such modifications or additional rules shall be effective immediately upon adoption, and the Exhibitor agrees to comply with all such modifications and additional rules.

b.) Jurisdiction and Governing Law: This Agreement shall be governed under and construed in accordance with the laws of the State of New York, without regard to its conflicts of law provisions. The State and Federal Courts located in New York shall have exclusive jurisdiction over all suits and proceedings arising out of or in conjunction with this Agreement. Both parties hereby submit to the jurisdiction of said courts for the purpose of any such suits or proceedings.

**22. INDEMNIFICATION:** Exhibitor agrees to indemnify, defend, and hold harmless Penton Media, Inc., its officers, employees, and agents from and against any and all third party claims and other liabilities (including reasonable attorney's fees) that are caused by, arise from, or grow out of the negligent acts or omissions of the Exhibitor, its agents, officers, employees, representatives, servants, invitees, patrons, or guests.

**23. ASSIGNMENT.** Neither party may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party. All of the terms and provisions of this Agreement shall be binding on, and shall inure to the benefit of, the respective successors and permitted assigns of the parties.

# SUPPLEMENTAL TERMS AND CONDITIONS TO ENGREDEA 2012 EXHIBITOR CONTRACT

## I. NATURAL PRODUCTS EXPO ASIA 2012

### TERMS OF APPLICATION AND EXHIBITION RULES & REGULATIONS

The following terms of Application and Exhibition shall be incorporated into the attached Exhibitor Contract by reference when the Contract includes participation in the Natural Products Expo Asia 2012:

**1. LOCATION OF EXHIBIT SPACE.** Natural Products Expo Asia 2012 will be held at The Hong Kong Convention & Exhibition Centre, Hong Kong, China. All measurements and exhibit space layouts shown on the floor plan are as accurate as possible, but the Organizer reserves the right to make such modifications and changes to exhibit space assignments and to the location of the exhibit space as may be necessary to adjust the floor plan at any time to meet the needs of the Organizer, exhibitors, and exhibits. The Organizer reserves the option, in the event of any emergency or other circumstances beyond its reasonable control, to either substitute comparable exhibit space or to refund the total rent paid hereunder.

**2. EXHIBITION MANAGEMENT.** The Organizer reserves the right to render interpretations and to establish such further rules and regulations it may deem necessary for the general success of the Exhibition. The Organizer further reserves the right to decline, prohibit or expel any exhibit, which, in its sole judgment, is in poor taste or is out of character with, or reflects poorly upon, the Exhibition or is in violation of the terms of this contract or any applicable law, rule, or regulation.

**3. EXHIBITOR SERVICE MANUAL.** The Organizer will furnish an Exhibitor Service Manual prior to the exhibition that will include specifications for drayage, labor requirements, labor rates, electricity, lighting, water, carpeting, furniture, Internet access, telephones, food and beverage service, etc.

**4. EXHIBIT SPACE EQUIPMENT AND SERVICE INFORMATION.** The Exhibitor agrees to be bound by the rules and regulations as may be established from time to time by the Organizer or as set forth in the Exhibitor Services Manual, or otherwise, and to abide by all applicable rules as set forth in the contracts of labor unions whose jurisdiction apply at the Exhibition. The Organizer will furnish the Exhibitor with the name of an exhibit service contractor prepared to furnish all services customarily required within a reasonable time prior to the commencement of the Exhibition. The Organizer assumes no responsibility or liability for any services performed or materials delivered by such contractor. Complete shipping instructions and information regarding furniture rental, electrical work, telephone installation, plumbing, labor for erecting and dismantling exhibits, booths, etc. is contained in the Exhibitor Service Manual. A service desk will be maintained in the exhibit area.

**5. INSTALLATION AND REMOVAL TIME.** The specific times for installation and dismantling of exhibits shall be set forth in the Exhibitor Service Manual, subject to change at the discretion of the Organizer. No other times are allowed.

**6. EXHIBIT DATES.** The Exhibit portion of Natural Products Expo Asia 2012 will be held August 23 – August 25, 2012 at the Hong Kong Convention & Exhibition Center. The Organizer reserves the right to change exhibit hours, exhibition dates, and/or to change the number of days or dates of the Exhibition as it may deem desirable.

**7. COMPETITIVE EVENTS.** The Exhibitor shall not, during the Exhibition and the 2-day period before the first day of any conference and/or exhibition produced by the Organizer, conduct, organize, or be affiliated with, within 25 miles of said conference or exhibition(s), any functions, classes, seminars, exhibits, or similar activities (hereinafter "functions") for more than 20 people which are similar to, competitive with or complementary to, any functions, classes, seminars, exhibits or other activities at the Exhibition, other than (i) the exhibit provided for in this contract, or (ii) those functions approved by the Organizer in writing and held at a location specifically authorized by the Organizer.

**8. PAYMENT TERMS.** 50% deposit required with application and balance payment due on Feb 24, 2012. 100% participation fee required with application after Feb 24, 2012. All Banking charges, if any, are to be borne by the applicant. New Hope Natural Media may, at its discretion, release the booth(s) if the deposit(s) are not made per the attached schedule. Reassignment of the booth space under this provision does not relieve the exhibitor of its obligation under this contract.

## 9. CANCELLATION.

(A) Once this Contract is signed and exhibit space is allocated, you are contracted to exhibit space. An Exhibitor who cancels its booth space reservation must pay a cancellation fee, as seen below, which allows the Organizer to recover the administration expenses, incurred in preparing for the participation of the cancelling exhibitor and which it will incur in attempting to resell the booth. Cancellations must be made in writing and are subject to the following provisions: 1.) Cancellations and booth downsizes received prior to Feb 24, 2012 are subject to a cancellation fee equal to 50% of the Contract value. 2.) Cancellations and booth downsizes received on or after Feb 24, 2012 are subject to a cancellation fee equal to 100% of the Contract value. If Exhibitor has not set up their booth by 9:00pm., on Aug 23, 2012 and has not contacted the Expo Show Management Office at the Hong Kong Convention & Exhibition Centre, the Organizer reserves the right to reassign that Exhibitor's booth(s).

(B) In the event the Exhibitor cancels all or part of the exhibit space contracted for hereunder, the Exhibitor shall pay to the Organizer a cancellation fee equal to all monies due as determined by the Payment Terms on the front of this contract. However, in no event shall the cancellation fee be less than one half of the total value of the purchase. Any cancellation fee is due at the time of cancellation. Whenever the payments already made by the Exhibitor to the Organizer hereunder shall exceed the cancellation fee payable, the Organizer shall refund such excess to the Exhibitor. Except for such excess, all payments made to the Organizer under this contract shall be deemed fully earned and non-refundable. The cancellation fees described above are paid as liquidated damages and not a penalty. Exhibitor acknowledges that any cancellation will cause Organizer to sustain significant damages that cannot be precisely ascertained at contract time.

(C) If the exhibit space is not occupied by the Exhibitor by 8:00 am on August 23, 2012, the Exhibitor shall be deemed to have cancelled the exhibit space contracted for, and the Organizer shall have the right to use such space as it deems appropriate and the Exhibitor shall pay to the Organizer all amounts which would have been due, under the terms of subsection (B) above as if the Exhibitor had cancelled the contract as of such date.

(D) If the Exhibitor fails to make full payment when due under the terms of the contract, the Organizer may terminate this contract and the Exhibitor shall be responsible for payment to the Organizer of all amounts which would have been due the Organizer, under the terms of subsection (A) above as if the Exhibitor had cancelled this contract as of the date of such failure of payments.

(E) Except where the Exhibitor's obligations to pay rent may be reduced in accordance with the terms set forth in subsection (B) above, the Exhibitor shall be responsible for payment of the exhibit space total rent whether the Exhibition is cancelled, delayed or relocated, in whole or in part as a result of a riot, strike, civil disorder, act of war, act of God, or any other cause of any kind whatsoever not within the Organizer's reasonable control.

(F) The exhibitor shall be responsible for all collection costs and legal fees for any balance that is placed for collections. In the event that any balance due is placed for collection, the exhibitor will be responsible for costs associated with the collection of this balance.

**10. RIGHT OF OFFSET.** The Organizer shall have the right to offset the amount of any obligation due and owing to the Organizer from the Exhibitor against any obligations at any time due and owing to the Exhibitor by the Organizer, whether under this contract or under any other contract arrangement or understanding between the Organizer and the Exhibitor. Exhibitor is subject to Organizer's standard credit terms and policies and Organizer may apply any amounts received from Exhibitor to any other outstanding balances due to Organizer.

**11. USE OF EXHIBIT.** The Exhibitor shall provide adequate staff for maintenance and operation of its exhibit during all exhibit hours. If the Exhibitor contracts raw space, the exhibitor shall provide carpet or other suitable floor covering for its entire exhibit space during all exhibit hours. All demonstrations or other promotional activities, including distribution of promotional material, shall be confined to the limits of the exhibit space. Sufficient space must be provided within the exhibit space for the comfort and safety of persons watching demonstrations and other promotional activities. The Exhibitor is responsible for keeping the aisles near its exhibit space free of congestion caused by demonstrations or

other promotions. The Exhibitor shall not assign, sublet or share the exhibit space without the express written consent of the Organizer. The Exhibitor shall display only goods manufactured or sold in the ordinary course of its business and that are related to the Exhibition. No individual, firm, or organization, not party to this contract, shall solicit business within the Exhibitor's exhibit area. No exhibit may exceed 2.5 metres in height without the express written permission of the Organizer. In no case may the height along the side dividers exceed 2.7 metres in the frontal 2.5 metres of booth. No portion of any exhibit space sign or carpeting may extend over or beyond assigned floor space. Interference with the light and space of other exhibitors is prohibited. Display material exposing an unfinished surface to neighbouring exhibit spaces is not permitted and must be finished at the Exhibitor's expense. The Organizer reserves the right to perform such finishing at the Exhibitor's expense. The Exhibitor's booth and/or exhibit shall not intrude or interfere with the use of any adjacent exhibit area. The Organizer reserves the right to restrict, segregate or relocate exhibits that, because of noise, method of operation, materials or any other reason, become objectionable. In the event of any such restriction or removal, the exhibitor shall have no claim against the Organizer based upon any such restriction or removal. If the Exhibitor utilizes music (for example, from tape, record, CDs, audio-visual presentations, live entertainment or radio speakers), the Exhibitor shall first obtain written permission from the owner for the use of that music as required by applicable laws. Exhibitor shall comply with all applicable laws, censorship codes, rules and regulations that pertain to its exhibit. The Exhibitor/Sponsor warrants that the exhibits and packages thereof and the Publicity Material or any other part of the display on the exhibit area do not in any way whatever violate or infringe any third party's rights including all intellectual property rights including but not limited to trade marks, copy rights, designs, names and patents whether registered or otherwise, and agree to fully indemnify the Organizer and its agents, representatives, contractors and employees against all costs, expenses and damages arising from any third party's claim of infringements by the Exhibitor/Sponsor and/or the Organizer and/or the latter's agents, representatives, contractors or employees of such third party's rights.

**12. TAXES AND LICENSES.** The Exhibitor shall be solely responsible for obtaining any licenses, permits or approvals required under local or state law applicable to its activity at the Exhibition and for obtaining any tax identification numbers and paying all taxes, license fees or other charges that shall become due to any governmental authority in connection therewith.

**13. EXHIBIT SAFETY.** The Exhibitor hereby represents and warrants to the Organizer that the Exhibitor has taken steps reasonably necessary to ensure the sound engineering and structural integrity of its exhibit design and the proper construction and safety of the exhibit itself, as erected, including obtaining the certification of a registered structural engineer if reasonably available. The Exhibitor accepts sole responsibility for any personal injury or property damage that may result directly or indirectly from the collapse of its exhibit or any portion thereof or the existence of any other unsafe condition at its exhibit. The Exhibitor hereby agrees to indemnify and hold harmless the Organizer, the owner and manager of the exhibition facility, and others lawfully on the exhibit floor, from and against any claim, loss, liability or damage suffered as a result of the Exhibitor's installation, use, construction or maintenance of an unsafe exhibit, and the Exhibitor further represents and warrants that it has obtained adequate insurance to cover its potential liability hereunder. The Exhibitor will furnish the Organizer with the engineering certificate and/or insurance certificates evidencing the coverage described herein upon request prior to or during the Exposition.

**14. LIMITATION OF ORGANIZER'S LIABILITY.** Neither the Organizer, nor any of its affiliates, agents or representatives shall have any liability whatsoever to the Exhibitor for any loss, expense or damage to the Exhibitor, its guests, invitees or any of their property, relating to or arising out of the acts of any participant, visitor or other invitee of the Organizer, other than for the Organizer's failure to perform its obligations hereunder.

Under no circumstances shall the Organizer have any liability for lost profits or other special, incidental or consequential damages and the Organizer's total liability hereunder shall in no case exceed the amount of the total rent actually received by the Organizer from the Exhibitor. The Organizer makes no representations or warranties with respect to the nature or number of Exhibitors or Attendees. The Organizer shall have no liability for any failure to perform its obligations hereunder where such failure to perform was due to any riot, strike, civil disorder, act of war, act of God, or any other cause of any kind whatsoever not within the Organizer's reasonable control. The Organizer shall not be responsible in any manner whatsoever for the consequences of any introduction or commercial transaction made between the Exhibitor/Sponsor and other parties during or as a result of the Exhibition.

**15. INDEMNITY.** The Exhibitor hereby agrees to indemnify and hold harmless the Organizer, its affiliates, and any of its officers, directors, employees or agents from and against any and all loss, expense actions, claims, and damages, including, without limitation, reasonable attorney's fees, arising out of or caused by the Exhibitor's installation, construction, removal or the maintenance of its exhibits, the Exhibitor's occupancy of use of the Exhibition premises, or any part thereof or as otherwise caused by the Exhibitor, its agents, representatives, invitees or guests.

**16. SECURITY AND PROPERTY INSURANCE.** The Organizer shall provide perimeter guard service during the hours the exhibit area is closed. However, the Exhibitor is solely responsible for the security of its own exhibit materials and the Exhibitor undertakes to obtain appropriate casualty insurance covering the same. All property of an Exhibitor is understood to remain in its sole care, custody, and control in transit to or from within the confines of the exhibit hall. The Exhibitor agrees to waive all rights of subrogation against the Organizer, its officers, directors and employees.

**17. CARE OF BUILDING AND EQUIPMENT.** Neither the Exhibitor nor its representative or agents, shall injure or deface the walls or floors of the building, the exhibit spaces, or the equipment in the exhibit spaces, all materials used by the Exhibitor shall comply in all respects with all applicable laws, rules and regulations respecting fire safety and electrical equipment. Combustible materials or explosives are not permitted in the exhibit hall. The Exhibitor shall also comply with all reasonable requests of officials of the exhibit hall and the Organizer with respect to the installation, conduct and disassembly of its exhibit.

**18. MISCELLANEOUS.** This contract contains the entire understanding of the parties with respect to the subject matter hereof and there are no other agreements, understandings, representations or warranties except as expressly set forth herein. This contract cannot be assigned, transferred, or sold by Exhibitor/Sponsor. The rights of the Organizer under this contract shall not be deemed waived except as specifically stated in a writing signed by an authorized officer of the Organizer. This contract and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the Special Administrative Region of Hong Kong without regard to Hong Kong SAR's choice of law rules. Any action brought to enforce the terms of this contract may be brought only in a court having a suits within the Hong Kong Special Administrative Region and the Exhibitor hereby expressly consents to the in personam jurisdiction of any such court. The Organizer may, however, elect to enforce its rights in any proper jurisdiction. The Organizer shall be entitled to recover the costs, including reasonable attorney's fees and/or collection fees, in any action brought to enforce this contract or its rights hereunder. Penton Media, Inc. shall also be entitled to recover all accrued finance charges through the date of payment of the full amount of this contract.

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(Exhibitor Initials & Date with Company Stamp)  
NATURAL PRODUCTS EXPO ASIA \_ PHONE 852.2975.9051 \_ FAX  
852.2857.6144 \_ WWW.NATURALPRODUCTSASIA.COM 23-08-10

# Penton Media Online Services Terms and Condition

## Effective as of May 16, 2011

These Penton Media Online Services Terms and Conditions (these "Terms and Conditions") hereby incorporate by reference the 4A's/IAB Standard Terms And Conditions For Internet Advertising For Media Buys One Year Or Less, Version 3.0 (found at, [http://www.iab.net/media/file/IAB\\_4As-tsandcs-FINAL.pdf](http://www.iab.net/media/file/IAB_4As-tsandcs-FINAL.pdf)) (the "Standard Terms") subject to the further terms and conditions set forth below (the "Penton-Specific T&Cs"). These Terms and Conditions, in their entirety, by this reference shall be incorporated into, and shall govern, the attached Insertion Order (the "IO"), provided that terms and conditions shall control in the following order of priority in the event of any conflict between or among them: first, the Penton-Specific T&Cs; second, the IO; and third, the Standard Terms.

### 1. DEFINITIONS.

Capitalized terms used but not defined in the Penton-Specific T&Cs have the meanings ascribed to them in the Standard Terms, if defined therein. The following capitalized terms have the following meanings when used in these Terms and Conditions:

1.1 "Advertiser" has the same meaning as ascribed to it in the Standard Terms, except that where Penton deals with an Agency, Advertiser also shall mean Agency, wherever applicable.

1.2 "Agency" has the same meaning as ascribed to it in the Standard Terms, except that where Penton deals directly with Advertiser, Agency shall mean Advertiser, wherever applicable.

1.3 "Impression" means an ad request that is received and counted by Penton's ad serving software.

1.4 "Media Company" or "Penton" means Penton Media, Inc., Penton Business Media, Inc., and their respective subsidiaries and divisions.

1.5 "Suppression List" means a list of the e-mail addresses to which prior recipients of e-mails from the sender have requested that no further e-mails be sent by the sender (i.e., such recipients have "opted out" of the receipt of e-mails from the sender at such e-mail addresses).

**2. TERMS OF PAYMENT.** Penton will invoice for all impressions served during each month no more than 60 days past the end of that month. All invoices are presented in U.S. Dollars and payment is required in U.S. Dollars. Unless otherwise specified in the IO, ads will be charged at a monthly rate per thousand impressions.

Advertiser acknowledges that rates in the IO are based on contracted impression levels and overall contract year spending levels. If Advertiser does not fulfill contracted impression levels and/or spending levels during the contract time period, Advertiser will be charged the earned rate (CPM based on published Penton Rate Card) commensurate with impression levels run.

Interest (18% APR or, if less, the highest lawful rate) may be applied on delinquent accounts in Penton's sole and absolute discretion. If Penton refers Advertiser's delinquent account to an attorney or collection agency, Advertiser agrees to pay all reasonable attorneys' and collection agency's fees, court costs, and other collection costs in connection with Penton's collection efforts.

**3. CANCELLATION.** Penton reserves the right, in its sole and absolute discretion, and at any time, to reject, cancel or remove any content and/or service (and any URL link therein) that Penton considers inappropriate, or that in any way interferes with or is contrary to Penton's policies, whether or not the same has previously been accepted and/or run. Such cancellation or rejection by Penton shall not preclude payment on similar advertising previously run. Pricing for any renewal period is subject to change by Penton.

**4. REPORTING.** Reporting intervals will be specified in the IO. If no interval is specified in the IO, Penton will provide reports upon request by Advertiser.

**5. MAKE-GOODS.** In the event that Penton under-delivers impressions or otherwise does not meet campaign conditions as specified in the IO due to circumstances within Penton's control, at the election of Penton, in its sole and absolute discretion, Penton shall either (a) make-good for any discrepancy in impressions or otherwise, within 60 days from the end date of the campaign as specified in the IO, in which case the number of impressions for any make-good shall not exceed the number of impressions under-delivered by Penton for such campaign as set forth in the IO, or (b) require payment by Advertiser only for those impressions actually served by the end date of the campaign as specified in the IO. Advertiser hereby agrees to pay for all impressions served, in accordance

with the terms of payment, even if such impressions are a make-good served after the end date of the campaign.

**6. AD MATERIALS.** Advertiser must deliver all creative materials ("Creative") to Penton or its designee at least five business days prior to the campaign start date for rich media Creative, or at least three business days prior to the campaign start date for all other Creative. Penton shall make commercially reasonable efforts to comply with any request for modification to the Creative for an ongoing campaign, if received from Advertiser with at least two business days' prior written notice.

**7. THIRD PARTY AD SERVING AND TRACKING.** Unless otherwise agreed in writing, all impressions purchased as stated within any Penton insertion order will be determined, calculated and billed from the Penton ad server reports, regardless of whether Advertiser utilizes a third party ad server ("3PAS") for centralized advertising campaign management and reporting.

Advertiser acknowledges that Penton has no responsibility with respect to the equipment, ISP or technical problems of Advertiser's 3PAS. Therefore, Advertiser agrees that any and all ad requests (impressions) for site pages on which the Advertiser's ads appear, or are scheduled to appear, shall count towards Advertiser's impressions purchased under the IO, whether or not the Advertiser's 3PAS successfully delivered the ad to the viewers' browser.

**8. ADVERTISER REPRESENTATIONS.** Advertiser represents and warrants that the Creative is free of any "worm", "virus" or other disabling device (as such terms are understood in the computer industry).

**9. LIMITATION OF LIABILITY.** Notwithstanding anything in Section II(c) of the Standard Terms, Penton's ad spaces, services and software are provided "as is" and "as available" and Penton disclaims all warranties of any kind, whether express or implied.

Notwithstanding Section 4 or any other provision of these Terms and Conditions and the IO, Penton shall have no liability for (a) any failure or delay resulting from conditions reasonably beyond Penton's control; (b) any failure to provide reference or access to all or any part of the advertising due to systems failures or other technological failures of Penton or of the Internet; or (c) any delays in delivery and/or non-delivery of a campaign, including, without limitation, difficulties with any website represented by Penton under the IO (each, a "Participating Site"), difficulties with a third-party server, or electronic malfunction.

**10. INDEMNIFICATION.** If the IO provides for delivery of an online campaign or service which includes the distribution of e-mail or other electronic communications ("E-mails") to third parties, then in addition to their indemnification obligations set forth in Sections X.b and X.c of the Standard Terms, each of Advertiser and Agency, as applicable (for avoidance of doubt, referred to in each case as "Advertiser" in this Section 10), shall, at its own expense, indemnify, defend, and hold harmless Penton, together with its directors, officers, employees, parents, subsidiaries, successors, affiliates, agents, representatives, independent contractors, vendors and designees and the Participating Sites (collectively, the "Penton Parties") from and against any and all damages, losses, liabilities, actions, proceedings (whether legal or administrative), demands, and expenses (including but not limited to reasonable attorney's fees) threatened, asserted or filed by a third party (including without limitation any subscriber, member and/or consumer of a Participating Site, and/or any federal, state and/or local government entity) against (or otherwise incurred by) the Penton Parties, or any of them, based on or arising from (a) Advertiser's distribution of promotional and/or other E-mails to any party; (b) any one or more of the Penton Parties' distribution of promotional and/or other E-mails to any E-mail address EXCEPT (i) those E-mail addresses that correctly appeared on a Suppression List which Advertiser timely provided to Penton prior to such distribution; and (ii) those E-mail addresses that appeared on such

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Penton Party's or Parties' own internal Suppression List(s) at the time of such distribution; (c) Advertiser's use (and/or Advertiser's provision to a third party, and such third party's use) of any Suppression List supplied by a Penton Party for any purpose other than E-mail message suppression; (d) Advertiser's failure to supply Penton with a complete and accurate Suppression List prior to deployment; (e) any inaccurate statement by Advertiser that it does not maintain a Suppression List when it either does or should maintain such a list; (f) Advertiser's failure to supply Penton with an opt-out mechanism in the form of an opt-out link or an unsubscribe E-mail address to allow recipients of promotional E-mails to request that no further E-mails be sent to them; (g) the use by Advertiser and/or any third party of any information provided to Advertiser by one or more Penton Parties that identifies and/or otherwise pertains to said Penton Party's or Parties' subscribers, members and/or consumers, including without limitation any actual or alleged violation of the federal CAN-SPAM Act, any state or local unsolicited e-mail law, and/or any federal, state or local do-not-call, do-not-fax and/or telemarketing law in the United

States and/or any applicable foreign jurisdiction; (h) Advertiser's breach of any of its representations, warranties and/or other obligations under these Terms and Conditions; and/or (i) Advertiser's negligence and/or willful conduct.

Advertiser's duty to indemnify under these Terms and Conditions shall apply to any and all relevant Penton Parties.

**11. GENERAL.** All IOs shall be governed by the laws of the State of New York and any the state and federal courts sitting in New York, New York shall have proper and exclusive jurisdiction and venue for any proceedings arising in connection with the IO.

The IO and the Standard Terms, as modified by these Terms and Conditions, may be amended only by written agreement executed by an authorized representative of each party.

Failure by either party to enforce any provision of the IO shall not be deemed a waiver of future enforcement of that or any other provision.

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