

SPONSORSHIP & EVENT MARKETING CONTRACT

March 9-10, 2011 • Anaheim Hilton • Anaheim, CA USA • www.nutraconference.com



SPONSORSHIP LEVELS ARE ACHIEVED BY PURCHASING OPPORTUNITIES FROM THE MENU BELOW

- Platinum Sponsor: \$30,000
 Gold Sponsor: \$12,000
 Silver Sponsor: \$7,500

Sponsorship Opportunities

- Conference Reception (stand alone event sponsorship): \$12,000 \$ _____
- Conference Breakfast (stand alone event sponsorship): \$12,000 \$ _____
- Conference Luncheon (stand alone event sponsorship): \$12,000 \$ _____
- GMP Pocket Guide: \$12,000 \$ _____
- Interactive Polling Session: \$12,000 \$ _____
- Conference Padfolio: \$10,000 \$ _____
- Networking Break: \$7,500 \$ _____
- Coffee Hour: \$6,500 \$ _____

Educational Tracks

- Healthier for You Track Sponsorship: \$11,000 per day (1 day) (2 day) \$ _____
- Weight Management and Sports Performance Track Sponsorship: \$11,000 per day (1 day) (2 day) .. \$ _____
- Digestive Health and Immunity Track Sponsorship: \$11,000 per day (1 day) (2 day) \$ _____
- Cutting Edge Industry Topic Track Sponsorship TBD: \$11,000 per day (1 day) (2 day) \$ _____

Additional Marketing Opportunities

- Hotel Door Drop: \$12,000/1 Premium Hotel per night \$6,000/Sheraton only per night \$ _____
- Flash Drives: \$6,800 \$ _____
- Nutracon Conference Bags: \$5,000 \$ _____
- Conference Workbook Advertisement: Book Banner/\$5,000
 - Full-page, 4-color, Back Cover/\$2,500 Full-page B&W Ad/\$1,000
 - Half-page, B&W/\$750 Quarter-page, B&W/\$500 \$ _____
- Conference Registration Pens: \$3,000 \$ _____
- Bookmarks: \$3,000 \$ _____
- Tabletop Exhibit: \$2,500 \$ _____
- Badge Holder: \$2,300 \$ _____
- Bag Inserts: \$2,000 (Nutracon and SupplyExpo Attendees, and Natural Products Expo West Exhibitors) .. \$ _____
- Luggage Tags: \$1,500 \$ _____
- Progressive Lunch: \$1,250 (1 table) \$ _____
- Scientific Poster Sessions: \$500 Add SupplyExpo Poster Sessions for \$100 \$ _____
- Other _____ \$ _____

Total \$ _____

SPONSOR INFORMATION

Company Name _____
 Address _____
 City _____ St _____
 Country _____ Postal Code _____
 Tel _____
 Fax _____

E-mail: _____

If, like many of our customers, you would like to receive relevant, informative e-mail from any of the following, please check yes:

- from Supply/Expo yes no from New Hope Natural Media yes no
 from Nutracon yes no from Penton Media/third party businesses yes no

Company Contact _____

Title _____

Billing Contact _____

Title _____

CANCELLATIONS:

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

PAYMENT

CHECK:
 (payable to New Hope Natural Media):
 Mail to: Accounting Department
 Penton Media, Inc.
 New Hope Natural Media
 24654 Network Place
 Chicago, IL 60673-1246
Fax: 913.514.6996

BANK WIRE: (Include a copy of your wire with this information.
 Please indicate on your wire that this payment is for Nutracon.)
 Penton Media, Inc.
 JPMorgan Chase
 New York, NY
 ABA #021000021
 Account #811104744
 SWIFT: CHASUS33

CREDIT CARD: To pay by credit card, your company will be invoiced with directions on how to pay online.

CONTRACT ACCEPTANCE

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 _____
 MSG# _____ Deposit Amt. = \$ _____
 S/O _____ CK# _____ Total Amt. Due = \$ _____

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

The Sponsor hereby submits the application for ancillary marketing and promotional services at Nutracon 2011, March 9-10, Anaheim, CA 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. 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: 913.514.6996 Web: www.nutraconference.com

1. **INTRODUCTION.** New Hope Natural Media ("NHNM") provides ancillary Marketing and promotional services (the "Ancillary Services") in THE NUTRACON CONFERENCE (collectively the "conference"). NHNM offers sponsors the opportunity to advertise their products and services in connection with the Ancillary Services in accordance with the Terms and Conditions (as defined below).

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 Sponsor indicated in the Basic Terms ("Sponsor"). The term "Sponsor" shall include the Sponsor 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 Sponsor'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 Sponsor's compliance with the NHNM Standards for the conference (the "Standards"), which is available at <http://newhope.com/standards>. 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.** Sponsor subscribes to, and upon NHNM's acceptance of this Subscription an Sponsor 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. Sponsor understands and agrees that NHNM's obligations hereunder are conditioned upon NHNM's receipt of the entirety of the Contract Price and Sponsor's full performance of its obligations hereunder.

7. **CANCELLATION POLICY.** No refunds will be issued and Sponsor 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 Sponsor's participation in any Ancillary Services, without giving notice to Sponsor and without incurring any liability therefore.

9. **CROSS-DEFAULT AND SETOFF.** Any default by Sponsor under this Subscription shall constitute a default under any and all other agreements between NHNM and Sponsor including, but not limited to, those contracts regarding the conference (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, Sponsor 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 conference (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 Sponsor, 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 Sponsor'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.** Sponsor's forwarding this Subscription shall be deemed an acceptance of the Terms and Conditions including the Contract Price and rates associated therewith.

13. **INDEMNIFICATION.** Sponsor 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 Sponsor'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 Sponsor with respect to the Contract Price. NHNM assumes no liability if for any reason it becomes necessary to omit an Advertisement. In such event, Sponsor'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 Sponsors 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 Sponsor 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 Sponsor or their agent/agency must be paid before sponsors will be allowed access to the conference.

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

19. **RESOLUTION OF DISPUTES: MANDATORY ARBITRATION.** Any controversy or claim arising out of or relating to this Subscription, or breach thereof, shall be settled only by mandatory under its Commercial administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgement on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties shall use the Judicial Arbitrator Group in Denver, Colorado, or, if it does not exist, its successor or equivalent. The parties will attempt to schedule any arbitration hereunder as soon as possible after the dispute arises, with the parties making their best efforts to have the arbitration concluded within 90 days of a request for arbitration under this provision. Any judgement issued in such arbitration shall be final and not subject to appeal.