

International '10 Fitness Day 
Sponsorship Agreement Form

Please print or type clearly, review terms and conditions, sign and return to:

Fit for Kids' Sake! LLC
 Attn: Dina Skulte
 Phone: +1 703-338-2549
 Email: dina@fitforkidssake.com

COMPANY AND CONTACT INFORMATION

| | |
|--|---|
| Company Name (as it should appear in marketing materials) | Primary Contact Name/Title |
| Street Address | Contact Email |
| Zip Code/Postal Code | Contact Phone |
| Company Web Site Address | Partner Contact Name / Email Address |

COMPANY PAYMENT INFORMATION

Sign my company/organization for the following International Fitness Day '10 Sponsorship Level and/or A La Carte Sponsorship Options:

- Diamond - \$5,000 Platinum - \$2,000 Gold - \$1,000 Silver- \$500 Host Kit - \$500
- Contributor - Door-Prize or Giveaway(s) Local Host -FREE
- Additional A La Carte Sponsorship Option _____ @ \$_____ each
- Additional A La Carte Sponsorship Option _____ @ \$_____ each

Total Amount Due: \$ _____

Please select payment type.

I (We) agree to abide by all rules as set forth on the Sponsorship Agreement & Terms and Conditions which is part of the International Fitness Day Sponsorship Application.

- Credit Card Check
- Checks made payable to Fit for Kids' Sake! LLC**

Mail payment to: Fit for Kids' Sake! LLC
 43138 Shadow Terrace
 Leesburg, VA 20176 USA

Authorized Signature:

If paying by credit card, please fill out the following information:

Please note that a 4% charge of the total due will be added to if paying by credit card.

Title: _____

Company: _____

Date: _____

- American Express Master Card Visa

Name on Credit Card:

Sponsorship Payment: 50% non-refundable deposit is due upon submitting signed contract. The balance is due by August 1, 2010. Any contracts received after August 1, 2010 will require the sponsorship fee to be paid in full.

Card No. _____ **Exp. Date** _____

Cardholder's Signature _____



Sponsorship Terms and Conditions

These Sponsor Terms and Conditions are part of the Fit for Kids' Sake! LLC International Fitness Day '10 Sponsorship Application and Agreement.

Subject to all the terms and conditions of this Agreement (including Sponsor's payment of all fees due hereunder), Fit for Kids' Sake! LLC will produce and host, online and at the physical location specified, International Fitness Day '10 on October 12-16, 2010. Sponsorship benefits are set forth in more detail in the Sponsorship Prospectus.

I. Webcast Services

Development and Production

Timeline

A detailed development and production timeline for the Webcast, including each party's delivery obligations and the timeframe and criteria to accept or reject submissions by the other party, will be developed after signature of this Agreement (the "Timeline"). Once mutually agreed to, the Timeline will be incorporated into this Agreement by this reference. If Sponsor does not respond in a timely manner to Fit for Kids' Sake! LLC's requests for information or otherwise fails to comply with the Timeline, then notwithstanding anything in this Agreement to the contrary, it may be necessary, in Fit for Kids' Sake! LLC's discretion to reschedule or cancel the Webcast. If the parties fail to mutually agree upon the Timeline, then either party may terminate this Agreement without liability by sending written notice to such effect.

Project Management

Fit for Kids' Sake! LLC will handle all Webcast details (excluding content creation, as described in Section 2(c) below), from attendee recruitment to marketing and event management. Sponsor will be consulted throughout the development process to ensure that the event is tailored to meet Sponsor's stated marketing goals.

Content

Sponsor will be responsible for creating and/or licensing and securing all rights to fully use as contemplated by this Agreement all the content to be presented in the Webcast. Fit for Kids' Sake! LLC in turn, will consult with Sponsor throughout the development process regarding the content.

2. Marketing and Promotion

Marketing Program Implementation/CAN-SPAM Compliance

Sponsor shall cooperate with Fit for Kids' Sake! LLC in implementing the marketing program for the Webcast in accordance with all applicable laws and regulations. Without limiting the foregoing, with respect to all e-mails which are sent or initiated in connection with the Webcast (collectively, the "Blasts"), each party agrees to comply with and fulfill its obligations under all applicable privacy, unsolicited e-mail and data protection laws and regulations of the U.S. and any applicable foreign country, including the U.S. CAN-SPAM law and related regulations, including the "CAN SPAM Requirements" set forth in *Exhibit B* hereto. Without limiting the foregoing, Sponsor agrees that prior to carrying out any e-mail marketing directed to recipients in a country other than the United States or Canada, Sponsor shall notify Fit for Kids' Sake! LLC in writing of its intention to do so.

Review of Blasts

If applicable, Sponsor will approve or reject each pre-event Blast submitted to it by Fit for Kids' Sake! within one (1) business day, or such other time period set forth in the Timeline. If Sponsor does not reject a Blast within this timeframe, the Blast will be deemed approved. If Sponsor rejects a Blast, or requests changes to an approved Blast, more than two (2) times, then the timeframe for Fit for Kids' Sake! LLC to perform its subsequent obligations will be excused on a day-for-day basis, and Fit for Kids' Sake! LLC may charge Sponsor an additional fee to make the applicable change(s).

Attendance Goal

Fit for Kids' Sake! LLC will seek to recruit as many registrants possible for the Webcast and Live event. Total attendance numbers include registered participants, live and on-demand viewers. Achieving the attendance goal is contingent, in part, upon the scope of the subject matter of the Webcast and Live offerings remain in line with the event objectives and goals.

3. Registrant List

Use of Registrant List

Subject to all the terms and conditions of this Agreement, Fit for Kids' Sake! LLC will as set forth in Exhibit A or at another mutually agreed upon time, deliver to Sponsor, or provide Sponsor with access to, the registration information of each registrant for the Webcast (the "Registrant List"). Sponsor represents and warrants to Fit for Kids' Sake! LLC that it will not sell or otherwise provide the Registrant List, in whole or in part, to any third party, but instead shall use the Registrant List solely for Sponsor's own educational and self-promotional purposes; provided that such permitted use shall include Sponsor's use of third party marketing companies or other agents to accomplish such purposes as long as those companies agree to use the Registrant List solely for the benefit of Sponsor. Notwithstanding the foregoing, once Sponsor has established its own independent business relationship with the persons on the Registrant List by e-mailing or otherwise contacting such persons concerning products/services that are not jointly produced/presented with Fit for Kids' Sake! LLC, Sponsor may use the information contained on the Registrant List in any manner permitted by its privacy policy; provided, that Sponsor may not identify Fit for Kids' Sake! LLC as the source of such information when sharing or disclosing such information to third parties (if such sharing or disclosing is permitted under its privacy policy).

Compliance with Laws/Information Security

Sponsor shall (A) use the Registrant List in accordance with any and all applicable laws and regulations, federal, state, or foreign, governing the use of such information, including any and all applicable privacy laws (including the CAN-SPAM Requirements), as well as Sponsor's posted privacy policy; (B) shall electronically store and process the Registrant List on secure, password-protected computer systems in a controlled environment reasonably designed to protect the information contained on such systems from unauthorized access, use or disclosure; and (C) promptly notify Fit for Kids' Sake! LLC upon Sponsor's discovery of any breach of the security of computer systems on which the Registration List was stored or processed if the Registration List was, or is reasonably believed to have been, acquired by any unauthorized person.

4. Nature of Exhibition (Virtual and Live)

International Fitness Day '10 is an exhibit of products and services of complementary vendors and business partners authorized by Fit for Kids' Sake! LLC. Fit for Kids' Sake! LLC reserves the right to refuse rental or display space to any person or entity whose display of goods or services is not, in the sole determination of Fit for Kids' Sake! LLC compatible with the general character and objectives of Fit for Kids' Sake! LLC or International Fitness Day '10. By submitting an application for sponsorship and/or exhibit space and/or presentations, the applicant (herein after the "Sponsor") releases Fit for Kids' Sake! LLC from any and all liabilities to applicant, its agents, licensees, or employees that may arise or be

assessed as a result of submission of an application in International Fitness Day '10. Fit for Kids' Sake! LLC may reject an application, either verbally or in writing, for any reason whatsoever.

5. Assignment of Exhibition Space

Exhibition space will be assigned to Sponsors on a first-come, first-paid basis. Preferences for space are for guidance and are not guaranteed. Fit for Kids' Sake! LLC reserves the sole right to assign the amount of space allocated to Sponsor as well as the location of the space to be occupied by Sponsor. If space is not available, a waiting list will be developed in the order of the date the application is received by Fit for Kids' Sake! LLC

Fit for Kids' Sake! LLC will refund all payments for space received with the application for space to any Sponsor for whom space is not available.

6. Restrictions

Alcoholic Beverages

The serving of alcoholic beverages in any part of the allotted space or elsewhere in the live exhibition area is prohibited.

Americans with Disabilities Act (ADA)

Sponsors must be in full compliance with the Americans with Disabilities Act at the live exhibition.

Conference Site Regulations

Sponsor agrees to abide by the rules and regulations as established for International Fitness Day '10 by the conference onsite officials.

Condition of Premises

The premises and allotted space are furnished "as is" and Fit for Kids' Sake! LLC and International Fitness Day '10 will not be liable for pre-existing conditions of the premises and allotted space or for conditions arising during the ensuing period of Sponsor's use. The Sponsor shall return the premises and allotted space in as good a condition as they were received.

Contests

Sponsors are not permitted to conduct contests, drawings, or promotional games of chance without the prior written permission of Fit for Kids' Sake! LLC.

Direct Sales

Fit for Kids' Sake! LLC provides space for sponsors to display and demonstrate and direct commerce. The exchange of merchandise for money is allowed.

Sponsor Identification

Sponsor personnel must, at all times, wear identification bracelets provided during the live exhibition.

Nonofficial Contractors

The sponsoring firm shall neither contract for nor use any services in connection with its exhibit space at the International Fitness Day '10 without prior approval of Fit for Kids' Sake! LLC at least 60 days prior to the opening date of the exposition, the Sponsor shall supply in writing to show management the names of any persons or organizations (other than those designated as official contractors by show management) whom the Sponsor proposes to perform any services at the exposition. Fit for Kids' Sake! LLC will promptly notify Sponsor of its approval or rejection of such selections, which approval or rejection shall be at Fit for Kids' Sake! LLC's sole discretion and for any reason whatsoever. Nonofficial contracts must abide by all rules of the exposition for sponsoring firms and nonofficial contractors.

Photography

Under no circumstances may Sponsor take photographs of attendees of International Fitness Day '10 without the prior written permissions of Fit for Kids' Sake! LLC. Sponsor may however, take photographs of their own exhibits or equipment.

Prohibited Uses

The products/services to be exhibited are subject to approval by Fit for Kids' Sake! LLC in its sole discretion. Products/services which do not abide by the objectives and goals of Fit for Kids' Sake! LLC and International Fitness Day '10 are not permitted and Sponsor agrees not to promote, market, or otherwise solicit interest in or orders for said products/services.

Set-up and Dismantle

Sponsor will install and dismantle the exhibit within such times as Fit for Kids' Sake! LLC may publish for Sponsors generally. A copy of said schedule will be made available upon request not less than 48 hours prior to the opening of International Fitness Day '10. Set-up and dismantling hours are subject to change and Sponsor agrees to comply with any such changes.

Show Hours

Sponsors agree to abide by the show hours established by International Fitness Day '10 and not to exhibit products/services or merchandise outside said hours. Sponsors agree to have a representative in their exhibit area during exhibit hours, and not to dismantle prior to show hours as established by International Fitness Day '10.

Souvenirs and Samples

Distribution of souvenirs and samples are permitted provided there is no interference with other exhibits. Fit for Kids' Sake! LLC reserves the right to withdraw, at its sole discretion, permission to distribute souvenirs, advertising, or any other material it considers objectionable, misleading or unsafe.

Unions

The Sponsor hereby agrees to abide by all agreements made among any unions or other labor groups with jurisdiction at the exposition and show management or its agents and the exposition facility.

Use of Space

Sponsors may not sublet, assign, or apportion any part of the space allotted, not represent, advertise, or distribute literature for the products or services of any other person or entity except as pre-approved in writing by Fit for Kids' Sake! LLC. No Sponsor will be permitted to display outside the confines of the allotted space in the International Fitness Day '10 exhibition area without the written permission of Fit for Kids' Sake! LLC

Use of Fit for Kids' Sake! LLC or International Fitness Day '10 Logos

The Sponsor is prohibited from using the Fit for Kids' Sake! LLC or International Fitness Day '10 logos without prior written approval of Fit for Kids' Sake! LLC.

4. Insurance and Liability

Liability

The Sponsor has the responsibility of safeguarding its own exhibit materials or goods from the time they are placed in the exhibit space until they are removed. The Sponsor agrees to make no claim against Fit for Kids' Sake! LLC (including any of its sponsoring organizations, agents, and employees) and shall indemnify Fit for Kids' Sake! LLC (including any of its sponsoring organizations, agents, and employees) with respect to any cost (including reasonable attorney's fees) and loss occasioned by fire, accident, theft, storm, or damage from negligence or willful misconduct; or on account of any injury to the Sponsor or Sponsor's employees while in the exhibit quarters; or for damage of any other nature or character, including any damage to the exhibiting firm's business as a result of the exhibit, or as a result

of its installation or removal; or for failure to hold the exhibition as scheduled. Sponsor shall maintain a minimum of \$500,000 Public Liability Insurance for bodily injury, \$1,000,000 in any one incident, and \$250,000 property damage.

Insurance

The Sponsor is required to have insurance policies covering transport of its booth materials and/or equipment from its home base to the show, during the show, and in return transport. The Sponsor also must have public liability and property damage insurance including product liability in the minimum amounts as set forth in the preceding paragraph. Certificates of said insurance shall be filed with Fit for Kids' Sake! LLC by Sponsor before the opening of the show. The Sponsor shall be solely responsible to its own agents and employees and to all third persons, including invitees and the public, for all claims, liabilities, actions, costs, damages, and expenses arising out of or relating to the custody, possession, operation, maintenance, or control of said leased space or exhibit, for negligence or any other liability relating thereto, and said exhibiting firm does hereby indemnify and hold harmless Fit for Kids' Sake! LLC, its agents, employees, and sponsoring organizations against any and all such claims and costs (including reasonable attorneys fees) as may be asserted against it.

5. Payment Terms

The fees are as set forth in the application. Payment shall be made in advance of International Fitness Day '10 in two installments as follows:

- (1) 50% due upon submission of the application and contract;
- (2) 50% due on the date set forth on the application, and in no event no later than ten (10) days prior to the exhibition date.

All payments are non-refundable except as set forth in this Agreement. The privilege of exhibiting is subject to receipt by Fit for Kids' Sake! LLC of all payments not later than [ten] days prior to the exhibition date.

6. Other Terms and Conditions

Available Services

Fit for Kids' Sake! LLC will designate independent contractors ("Exposition Contractors") to make the following available: drayage, machine moving, cartage, machinery erection, furniture, booth and floor decorations, signs, photographs, telephone services, internet connectivity, electrical, plumbing, carpentry and other related services. Exposition Contractors and their prevailing rates will be listed in the Sponsor Service Manual to be issued separately. The Sponsor agrees that Fit for Kids' Sake! LLC assumes no responsibility or liability for any of the services performed or materials delivered by any Exposition Contractor and that arrangements for these services and payments shall be made directly between Sponsors and Exposition Contractors. Use of any contractor other than an Exposition Contractor shall require the advance written consent of Fit for Kids' Sake! LLC

Sponsor Service Manual

A complete Sponsor service manual covering services and prices for shipping, warehousing, setting up and dismantling, and move-in and move-out days will be sent to each exhibiting firm. Any additional rules and regulations will be furnished to each exhibiting firm by show management before the show.

Force Majeure

Fit for Kids' Sake! LLC shall not be responsible for any loss or damage resulting from failure to perform under this Contract or to conduct International Fitness Day '10 as currently scheduled in whole or part as a result of terrorist attack or impending threat thereof, riot, strike, civil disorder, act of war, failure of facilities, earthquake, storm, fire, flood, or other acts of God, or any reason of any kind whatsoever beyond the reasonable control of Fit for Kids' Sake! LLC. In the event that the International Fitness Day

'10 event is cancelled and not rescheduled, Fit for Kids' Sake! LLC's sole liability to Sponsor, and Sponsor's exclusive remedy, shall be a refund of the Sponsor Fee for that event paid by Sponsor under this Agreement.

Cancellation by Fit for Kids' Sake! LLC

Fit for Kids' Sake! LLC reserves the right to cancel any and all International Fitness Day '10 events or to terminate this Contract or Sponsor's participation in International Fitness Day '10 events for any reason at any time upon written notice to Sponsor. Upon cancellation or termination by Fit for Kids' Sake! LLC, Fit for Kids' Sake! LLC's sole liability to Sponsor, and Sponsor's exclusive remedy, shall be a refund of the Sponsor Fee paid by Sponsor under this Agreement for the International Fitness Day '10 event(s) in which Sponsor is unable to participate due to such cancellation or termination.

Entire Agreement

This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter hereof.

This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party.

Controlling Law

This Agreement shall be governed by the laws of the State of Virginia.