

SMALL BUSINESS expo

*The original B2B tradeshow & conference for
business owners and business professionals.*

Los Angeles

NOVEMBER 8, 2012 10-5PM
CALIFORNIA MARKET CENTER

New York City

MAY 2013 10-5PM
PENN PLAZA PAVILION



For exhibitor space, call (212) 404-2345



ABOUT SMALL BUSINESS EXPO

November 8, 2012 10-5PM

**CALIFORNIA MARKET CENTER,
DOWNTOWN LOS ANGELES**

May 2013 10-5PM

**PENN PLAZA PAVILION,
NEW YORK CITY**

WHAT IS SMALL BUSINESS EXPO?

Small Business Expo is THE premier event to reach business owners and decision-makers. Business Owners congregate at Small Business Expo to shop around for products & services available to help their business achieve its goals and to network with other small business owners. If your product/service targets small business owners, exhibiting at this show is a must. Nowhere else can you speak with so many of your perfect target market face-to-face and make on-the-spot sales!

MAXIMIZE YOUR RESULTS

ONE VERY BUSY DAY IN FRONT OF THOUSANDS OF BUSINESS OWNERS

MAXIMIZE YOUR RESULTS & MINIMIZE THE TIME THAT YOU ARE AWAY FROM YOUR OFFICE

Based on Exhibitor AND Attendee feedback, people prefer a focused one day event. Let's face it - tradeshows are one of the best ways to reach thousands of business owners face-to-face. Choose our one day event to get thousands of leads in ONE DAY and don't miss out on important business back at the office.

GET IN, GET LOTS OF LEADS, GET OUT AND GET BACK TO BUSINESS!

QUALIFIED & APPROVED EXHIBITORS

We at Small Business Expo are focused on QUALITY EXHIBITORS not QUANTITY OF EXHIBITORS. We pride ourselves on showcasing companies that will help enhance small business growth and success. When it comes to tradeshows, BIGGER does not necessarily mean BETTER. You are looking for quality attendees who will purchase your product/service. Larger shows mean more exhibitors that are your competition. More competition means LESS face-to-face time with YOU.

WHY EXHIBIT AT SMALL BUSINESS EXPO?

- Gain direct face-to-face contact with business owners & decision-makers
- Reach a captive audience & generate NEW CUSTOMERS immediately
- Make immediate on-the-spot sales
- Introduce your company to new prospects
- Reach a very large prospect pool within a short period of time
- Brand your business
- Direct access to your target market
- Introduce new products and services
- Conduct market research
- Direct access to the press
- Live product and service demonstrations
- Distribute product samples

FEATURED AT SMALL BUSINESS EXPO

SOME OF THE MANY HIGHLIGHTS THAT DRIVE ATTENDANCE

EXHIBITOR FLOOR – Extensive showcase of businesses with products and services to help business owners grow their business.

SPEED NETWORKING- Like “Speed Dating”, this is an excellent way to meet hundreds of new contacts. We all know how overwhelming it can be attending a tradeshow where there are thousands of people. Now we’ve added an easy way to make new contacts in a fun and professional networking environment.

EDUCATIONAL SEMINARS – During the day, exhibitors and attendees learn from the “best” in business.

NETWORKING ROUNDTABLES – Network and build relationships with peers who work in a similar field as you.

SERVICE/PRODUCT SHOWCASE STAGE – New products and services showcased for attendees with audience participation.

RAFFLE & GIVE-AWAYS – Everyone loves these!

INTERNET CAFÉ – Check your email without ever having to leave the exhibitor floor!

NETWORKING AFTER PARTY – Even after Small Business Expo it’s time to network some more! Schmooze, eat, drink & be merry while networking with other professionals in a fun, relaxed atmosphere after a great day at Small Business Expo.



HOW CAN YOUR COMPANY PARTICIPATE?

- Exhibitor Space
- Sponsor the entire event or individual aspects of the show (i.e., Registration, Workshop Series, After Party, Internet Café & more)
- ShowGuide Print Advertisements
- On-Site Product/Service Showcase
- Dedicated Email Blasts to our registration list
- Gift Bag Inserts
- Banner Ads on our website

ATTENDEES, EXHIBITORS & DEMOGRAPHICS

**THESE BUSINESS PROFESSIONALS
WANT TO MEET YOUR BUSINESS!**

WHO ATTENDS? *partial list

Owner • President • CEO • CFO • CMO • COO • Director • Financial Services Representative • Partner
Marketing Professional • Business Development • Sales Executive • Senior Management • Vice President • and so many more!

AN ESTIMATED 8,000+ BUSINESS PROFESSIONALS WILL REGISTER FOR THIS EVENT!

WHO EXHIBITS?

Accounting Services	Legal
Advertising & Marketing	Liability Insurance
Associations	Loans
Audio/Visual Equipment Rentals	Logo Design
Banking	Mailing & Email List Brokers
Breakroom Supplies	Maintenance & Cleaning Services
Business Coaching	Manufacturing Sector
CD & DVD Duplication	Merchant Accounts
Coffee Services	Nonprofit
Computer Equipment	Office Space
Conference Call Services	Office Supplies
Consultants	Payroll
Copywriting	PEO & HR Outsourcing
Credit Bureaus	Phone Systems
Credit Cards	Point of Sale
Dental Insurance	Postage & Mailing
Document Shredding	Printing Services
Editing/Proofreading	PR Services
Education	Real Estate Brokerage
Email & Web Apps	Remote Backup
Email Marketing	Retirement Plans
Employee Incentives	Security Systems
Engineering Services	Shipping
Equipment Leasing	Signs
Factoring Companies	Software
Fax via Internet	Staffing
Financial Planners	Tax Planning
Furniture	Technology Sector
Government Agencies	Telecommunications
Grants	Tradeshow Displays
Graphic Design	Transportation Services
H-1B Visa Consultants	Voicemail
Health Insurance	Website Design
Information Technology	Web Domains & Hosting
Inventory Liquidation	<small>*partial list</small>

did you know?

Trade shows cost **38%** less than sales calls and give you the chance to meet your target market face-to face.

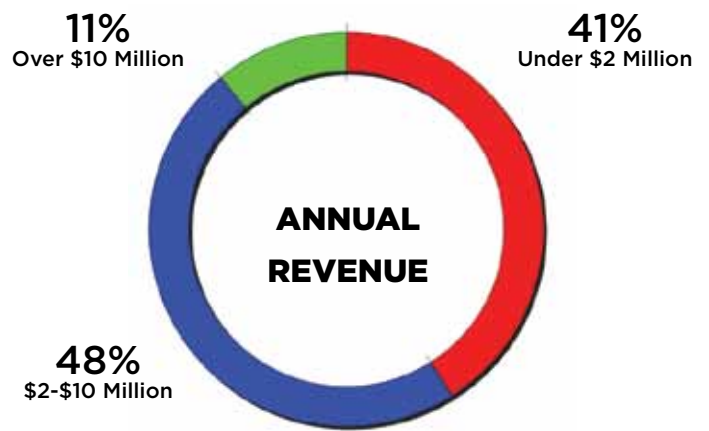
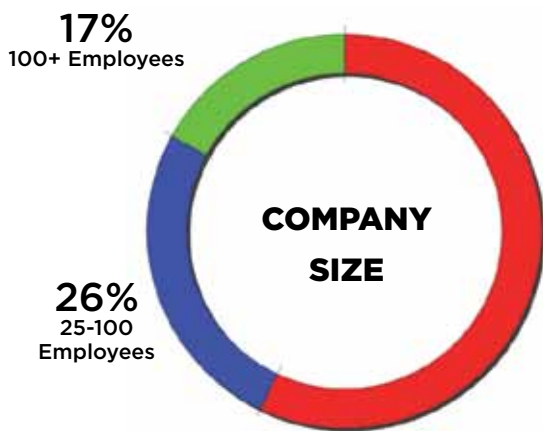
Trade shows are the **#1** business-to-business marketing spend to support sales beating out specialty publications, internet, promotions, and PR respectively.

85% of decision makers say attending tradeshows saves their company time & money by bringing vendors together under one roof.

91% of attendees say that trade shows impact their buying decisions because the competition is in one place allowing for comparison shopping in real time.



PROJECTED ATTENDEE DEMOGRAPHICS



PROJECTED REGISTRATIONS:

6,000+ Business Professionals

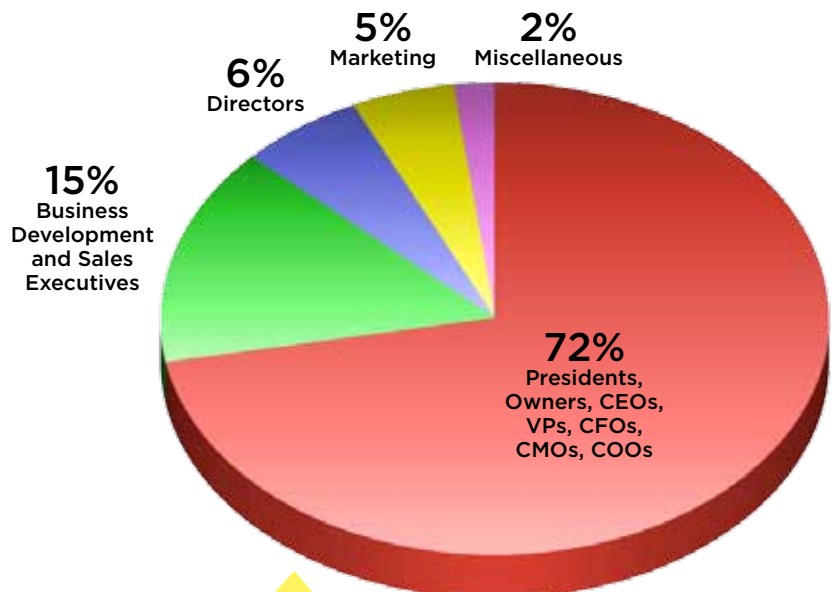
did you know?

91% of attendees say they get the most useful buying info from trade shows.

81% testify that trade shows help attendees become aware of new products and services.

"Did you Know" Sources:

1. Center for Exhibition Industry Research, www.ceir.org
2. Skyline Exhibits, 2006 <http://www.skyline.com/>
3. EXHIBITOR magazine, 2006, <http://www.exhibitoronline.com/exhibitormagazine/>
4. American Business Media, 2006, <http://www.americanbusinessmedia.com/abm>
5. Market Reality eSurvey





WORKSHOPS & SEMINARS

PANELIST/WORSHOP OPPORTUNITIES ARE AVAILABLE



- The Power of Social Media
- Search Engine Optimization 101
- Writing a Realistic Business Plan
- Going GREEN
- Create a Successful Marketing Plan on a Shoestring Budget
- How to Survive the Media Without Getting Clobbered
- How to Successfully Network your Way to the Top!
- Promote your Business Online!
- Understanding New York Labor Laws
- Time Management for Dummies
- Simple Ways to Motivate your Employees
- Everyone Needs Insurance...But Why?
- ...and many more!

Purchase your own 45 minute workshop as part of our educational series. **Only \$2,999**
(includes 10x10 booth in LA and 8x10 booth in NYC)

WHERE DO WE ADVERTISE?

BELOW LISTS SOME OF THE MANY WAYS WE DRIVE QUALIFIED ATTENDEES TO THE SHOW.

- Business Trade Publications
- Chambers of Commerce
- Direct Mail
- Government Agencies
- Newspaper & Magazine Advertisements
- Online Business Publications
- Online Event Calendars
- Posters & Billboards
- Professional Associations
- Radio
- Small Business Expo Email Blasts (over 100k subscribers)
- Social Media
- Telemarketing Campaigns
- Trade Organizations
- Word-Of-Mouth



OUR TELEVISION MEDIA PARTNERS INCLUDE:



SPONSORSHIP OPPORTUNITIES

TO TAKE ADVANTAGE OF ANY OF THESE OPPORTUNITIES, CALL US AT (212) 404-2345



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**PENN PLAZA PAVILION,
NEW YORK CITY**

PRESENTING SPONSOR

1 available in each market

(Small Business Expo presented by YOUR COMPANY)

1 Market for **\$25,000** / NYC & LA **\$40,000**

- Top Billing next to Small Business Expo logo wherever our logo is displayed (print ads, email blasts, press releases)
- Premium Booth Placement (320 sq feet)
- 1 Lead Retrieval Barcode Scanner
- Inside Front Cover of attendee ShowGuide
- Checkbox Option on Registration (attendees can check off a box requesting for more info about your company - we then provide you the list)
- Complete Registrant List via Excel Spreadsheet of everyone who registered
- Exhibitor Hall Naming Rights

PLATINUM SPONSOR

5 available in each market

1 Market for **\$15,000** / NYC & LA **\$25,000**

- 50% larger than Gold Sponsor logo placement (where-ever possible: print ads, email blasts, press releases),
- Premium Booth Placement (160 sq feet)
- 1 Lead Retrieval Barcode Scanner
- Full Page ad in attendee ShowGuide
- Checkbox Option on Registration (attendees can check off a box requesting for more info about your company - we then provide you the list)
- Complete Registrant List via Excel Spreadsheet of everyone who registered

GOLD SPONSOR

10 available in each market

1 Market for **\$10,000** / NYC & LA **\$18,000**

- Logo Placement as Gold Sponsor (where-ever possible: print ads, email blasts, press releases)
- Premium Booth Placement (160 sq feet)
- 1 Lead Retrieval Barcode Scanner
- Full Page ad in attendee ShowGuide
- Complete Registrant List via Excel Spreadsheet of everyone who registered

SILVER SPONSOR

1 Market for **\$5,000** / NYC & LA **\$8,500**

- Logo Placement as Silver Sponsor (where-ever possible: print ads, email blasts, press releases)
- Premium Booth Placement (8x10 or 10x10)
- Half Page ad in attendee ShowGuide

MARKETING OPPORTUNITIES

TO TAKE ADVANTAGE OF ANY OF THESE OPPORTUNITIES, CALL US AT (212) 404-2345



HOST THE NETWORKING AFTER PARTY (1 Available) - **\$8,500**

Be the official host of the networking after party directly after the Expo. Held at a local nightclub/restaurant/bar, this is the perfect place to brand your company in front of business professionals. (signage, brochures & welcome speech)

BADGE LANYARDS - **\$3,499** (1 Available)

Every attendee gets a badge, which means every attendee will be looking at these lanyards! This fee includes the cost of a one color, one logo imprint on our lanyards.

CYBER LOUNGE \$6,999 and up (1 Available)

Be the official host of the Cyber Lounge where attendees can check email and relax. Your company Pamphlets and information may be left for attendees to take. Computers will be set to your homepage and lighting to match your colors.

45-MINUTE WORKSHOP (Limited Availability) - **\$2,999**

This package guarantees your company a 45-minute workshop as part of the Workshop Series. This package includes 8x10 or 10x10 Exhibitor Package in the Exhibitor Hall.

PENS - **\$3,499** (1 Available)

Everyone needs a pen. Whether to take notes in the workshops or write contact info when they meet an important contact! These pens are distributed at the entrance to the show! Fee includes One color logo imprint on pens.

LOGO IMPRINT ON BADGES **\$2,999** (1 Available)

Every attendee gets a badge, which means every attendee will be looking at their badge! This fee includes the cost of a black & white, one logo imprint on our paper badges.

REGISTRATION AREA - **\$2,999** (1 Available)

Be the first thing everyone sees when attendees arrive! Your company banners will be hung in the Registration area. Company pamphlets and information may also be left for attendees to take.

DEMONSTRATION STAGE NAMING RIGHTS (1 Available) **\$2,499**

Be at the center of the Expo! This demonstration stage is the home where awesome new products are showcased for the industry.

EXHIBITOR HALL NAMING RIGHTS (1 Available) **\$2,999**

Your company's logo, tagline & booth # will be highlighted on the entrance to the Exhibitor Hall.

FREE-STANDING PLASMA SCREEN W/ COMPANY COMMERCIAL & LOGO AT ENTRANCE/EXIT (2 Available) - **\$1,999 each**

ATTENDEE CONFIRMATION EMAIL **\$2,999** (1 Available)

90% of our attendees pre-register to attend. Your company logo, 50-word blurb and direct link to your website will appear at the bottom of each confirmation email once someone registers to attend.

GIFT BAGS - **\$3,999** (we provide printing) **\$2,999** (bags provided by you) 1 Available

Every attendee gets a bag when he/she arrives at the show. Your logo (and only your logo!) and tag line will be prominently displayed on the center of the bag. This fee includes a one color imprint.

LOGO ON EXHIBITOR MAP **\$499** (5 Available)

Every attendee gets a map when they enter the show. Your company logo and booth # will be listed on this map.

REGISTRANT LIST

\$999 for Exhibitors, **\$1,399** for Non-Exhibitors

This list contains every person who registered to attend the Expo along with their contact information.

WORKSHOP ROOM(S)

\$999 Each or **\$2,499** FOR ALL 3 ROOMS

Target the attendees who are attending workshops throughout the Expo. Your company banner may be hung inside each room as well as your company fliers on each chair before each workshop starts. (Your logo on projection screen)

BANNERS (Full Color - includes printing)

Strategically placed throughout Expo.
Limit 3 per sponsor.

3 x 4 - **\$799**

4 x 6 - **\$899**

4 x 8 - **\$999**

SHOW GUIDE ADVERTISING

PREMIUM ADVERTISING:

BACK COVER **\$3,999**

INSIDE FRONT COVER **\$2,999**

INSIDE BACK COVER **\$2,999**

2 PAGE CENTER SPREAD **\$2,499**

STANDARD ADS:

FULL PAGE

\$699 for Exhibitors; **\$899** for Non-Exhibitors

HALF PAGE

\$399 for Exhibitors; **\$599** for Non-Exhibitors

QUARTER PAGE

\$299 for Exhibitors; **\$499** for Non-Exhibitors

SMALL BUSINESS EXPO EXHIBITING FEES & CONTRACT

LA SHOW
NOV. 8, 2012

Early Discount Deadline:
AUGUST 3, 2012

Regular Deadline:
OCTOBER 19, 2012

NYC SHOW
MAY 2013

Early Discount Deadline:
FEBRUARY 3, 2013

Regular Deadline:
APRIL 27, 2013

1. SELECT YOUR SHOW (If both shows, please complete a separate contract for each)

- LA - NOV 8, 2012 NYC MAY 2013

2. EXHIBITOR BOOTH PACKAGE (CIRCLE ONE)

	REGULAR RATE	EARLY DISCOUNT	YOU SAVE!	8' High Walls and ID Sign	Exhibitor Staff Badges	All Access to Workshops	Exhibitor Map & Online Listing	2 Skirted 6' Tables & 4 Chairs	ShowGuide Color Ad	1 Lead Retrieval Barcode Scanner
<input type="checkbox"/> 10X10 LA 8X10 NY	\$1,699	\$1,399	>> \$300	✓	4	✓	✓			
<input type="checkbox"/> 10X20 LA 8X20 NY	\$2,499	\$1,999	>> \$500	✓	8	✓	✓	✓	1/2 PAGE \$399 VALUE	
<input type="checkbox"/> 20X20 LA 16X20 NY	\$3,999	\$3,299	>> \$700	✓	16	✓	✓	✓	1 PAGE \$699 VALUE	✓ \$199 VALUE

SHOWROOM LA ONLY (ONLY 25 AVAILABLE) **\$2499 with Booth or \$3499 without Booth**

*Custom configurations available. Please call (212) 404-2345 for details.

3. POWER DROP(S):

- QUANTITY
- 500 Watts (standard) *add \$199* _____
- 1,000 Watts *add \$399* _____
- 20 Amps *add \$699* _____
- 30 Amps *add \$799* _____
- 40 Amps *add \$899* _____

TOTAL THIS SECTION 3: \$ _____

4. INTERNET:

- QUANTITY
- Wireless Internet *add \$99* _____
- Shared/Fractional T1 Hardline Drop *add \$699* _____
- Dedicated T1 Hardline Drop *add \$999* _____
- Analog Telephone Line *add \$499* _____

TOTAL THIS SECTION 4: \$ _____

5. BOOTH ADD-ONS:

- QUANTITY
- Lead Retrieval Barcode Scanner *add \$199* _____
- Corner/Premium Booth Space *add \$299* _____
- Skirted 6' Rect. Table w/ 2 Chairs *add \$129* _____
- Chair *add \$19* _____
- Skirted 6' Rectangular Table *add \$99* _____
- 30" Round Hightop (42" High) *add \$149* _____
- 30" Round Sit-Down *add \$149* _____
- Black Barstool *add \$79* _____
- Easel *add \$49* _____

TOTAL THIS SECTION 5: \$ _____

6. MARKETING ADD-ONS:

- Gift Bag Insert *add \$299*
- Online Banner Ads on TheSmallBusinessExpo.com (recurring quarterly billing) *add \$249/quarter*
- 1/2 Page Color Ad in ShowGuide *add \$399*
- Full Page Color Ad in ShowGuide *add \$699*
- Registrant List (Excel Spreadsheet) *add \$899*
- Dedicated E-Mail Blast *add \$999*

TOTAL THIS SECTION 6: \$ _____

11. SIGNATURE

Exhibitor acknowledges that exhibitor has carefully read the attached Small Business Expo Terms and Conditions in full and hereby agrees to all the terms and conditions contained therein. Exhibitor Terms and Conditions may also be found online at TheSmallBusinessExpo.com

SIGNATURE

DATE

7. BOOTH PREFERENCE

We will make every effort to honor your booth preference.

1st Choice _____ 2nd Choice _____ OR BEST AVAILABLE

8. PAYMENT METHOD



CREDIT CARD NUMBER _____

EXPIRATION _____ SECURITY CODE _____

BILLING STREET _____ BILLING ZIP CODE _____

9. TOTALS:

Sec 2: \$ _____ Sec 3: \$ _____ Sec 4: \$ _____

Sec 5: \$ _____ Sec 6: \$ _____

Subtotal: \$ _____ (Sec 2-6)

3% Fee of Subtotal: \$ _____ (Contracting Fee added to All Contracts)

Shared Load-In Fee \$75 (Required fee paid by all Exhibitors)

Total Due: \$ _____

Deposit: \$ _____ (must be at least 25% of Total Due)

Balance Due: \$ _____ (must be paid in full by Exhibitor Deadline)

10. EXHIBITOR CONTACT INFORMATION

HOW WOULD YOU LIKE YOUR COMPANY NAME PRINTED? _____

CONTACT NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

PHONE _____

E-MAIL _____

URL _____

HOW TO SUBMIT YOUR CONTRACT:

PHONE: (212) 404-2345 FAX: (212) 253-4123
 EMAIL: info@theshowproducers.com
 MAIL: 1515 Broadway, Suite 1222 New York, NY 10036

Small Business Expo Exhibitor Terms & Conditions

This Exhibitor Terms & Conditions (the "T&C") sets forth the terms and conditions pursuant to which you will register with us to be an exhibitor, advertiser and/or sponsor ("Exhibitor") at the Small Business Expo (the "Event"), organized and managed by Film, Stage & ShowBiz Expo LLC ("Manager"). Exhibitor agrees to exhibit its products and/or services at the Event in accordance with the rules set forth in the T&C, the Exhibitor prospectus, including without limitation the exhibitor application ("Application"), to which the T&C are attached (the "Prospectus") and whose provisions are hereby incorporated into the T&C by reference, and as otherwise as advised by Manager.

1. EVENT. The Event is a business to business trade show which brings together business owners, entrepreneurs and other related business industry professionals. The Event will be held on the dates and times set forth in the Prospectus and will be held at the venues set forth in the Prospectus (the "Venue"), and/or as notified by Manager from time to time. Manager makes no representation or warranty, express or implied, regarding the number or type of persons who will attend the Event or any other matter regarding the Event.

2. EXHIBITOR REGISTRATION. Each potential Exhibitor may obtain a Prospectus upon written request to Manager or by accessing the Prospectus online from our homepage (www.themallbusinessexpo.com). The Prospectus contains the Application, certain information about the Venue, dimensions of various types of exhibition spaces, a payment schedule and other information about being an Exhibitor at the Event. You may register for the Event by completing the Application in one of three ways: (i) by hard-copy writing, (ii) online, or (iii) by telephone. If you elect to register for the Event in hard-copy writing, then by signing the Application, you acknowledge and agree to be bound by the terms and conditions set forth in the T&C and the Prospectus. If you elect to register for the Event online, then by registering with Manager as an Exhibitor online via www.themallbusinessexpo.com, you acknowledge and agree to be bound by the terms and conditions set forth in the T&C by means of a click-through consent that is part of such registration process. Finally, if you elect to register for the Event by telephone, by registering with Manager through Manager's telephone registration process and in providing your credit card to us for an authorization and/or deposit, you acknowledge and agree to be bound by the terms and conditions set forth in the T&C. You acknowledge, by agreeing to the T&C, that you are at least eighteen (18) years of age and not a minor in your state of residence, and that, if you are executing the Application on behalf of an entity, you have been duly authorized to do so by such entity.

3. PAYMENTS AND CANCELLATIONS.

3.1 Payments. Exhibitor's participation at the Event is contingent upon Exhibitor's paying in full the applicable fees set forth in the payment schedule included in the Prospectus (the "Exhibitor Fee"). Upon Exhibitor's registration for the Event, the total balance of the Exhibitor Fee shall become due and payable in full to Manager as follows: (i) a payment of at least Twenty Five Percent (25%) of the Exhibitor Fee must be paid upon Exhibitor's execution of the Application in order for Manager to reserve for Exhibitor the type of exhibition space (as outlined in the Prospectus) that is requested by Exhibitor in the Application (the "Exhibitor Space"), and (ii) the remaining balance of the Exhibitor Fee must be paid by Exhibitor no later than sixty (60) days prior to the Event. Should Manager, however, permit Exhibitor to register for the Event within sixty (60) days prior to the Event, then the entire amount of the Exhibitor Fee must be paid in full at the time of registration and shall not be refundable unless Manager cancels the Event. Exhibitor may pay any portion of the Exhibitor Fee by Visa, MasterCard or American Express credit cards, or by check (payable to "FILM, STAGE & SHOWBIZ EXPO LLC") and Exhibitor authorizes Manager to charge Exhibitor's credit card to make such payments of the Exhibitor Fee. Regardless of payment method (i.e., whether by Credit Card or by Check), the Exhibitor Fee includes an additional Three Percent (3%) administrative/contracting fee of the subtotal reflected in the Application. While Exhibitor may elect not to pay the Exhibitor Fee by credit card, Exhibitor acknowledges and agrees that Manager is

empowered and shall execute an authorization (in the amount of the Exhibitor Fee) on Exhibitor's credit card (Visa, MasterCard or American Express) at the time of registration in order to reserve Exhibitor's Exhibitor Space. However, subsequent to such authorization, any portion of the Exhibitor Fee paid by an honored check by Exhibitor shall not be charged to Exhibitor's credit card. Notwithstanding anything to the contrary herein, if any (i) payment of the Exhibitor Fee has not been paid by Exhibitor within sixty (60) days prior to the Event or is not otherwise paid when due, or (ii) if any other charges incurred by Exhibitor are otherwise overdue to Manager, Manager may immediately charge Exhibitor's credit card for the full balance of the Exhibitor Fee then due in addition to pursuing Manager's other remedies.

3.2 Refunds. Manager will refund the Exhibitor Fee, less a Three Hundred Dollar (\$300) Application processing fee, upon written notice of Exhibitor's request for cancellation; provided, however, that (i) such cancellation request is received at least ninety (90) days prior to the Event (the "Cancellation Deadline"), (ii) Manager has not already cancelled Exhibitor's registration to the Event (as further described in the T&C), and (iii) Exhibitor is not otherwise in breach of any of the terms of the T&C. Except for as expressly set forth in the immediately prior sentence, in no event will any portion of the Exhibitor Fee be returned to Exhibitor. Please keep in mind that no refund at all will be provided to Exhibitor for any cancellation request received by Manager after the Cancellation Deadline or if any other condition set forth in the T&C which enables Manager to withhold such a refund has been met. Manager has the right to cancel Exhibitor's registration to the Event (and, if during the Event, Manager has the right to have Exhibitor and Exhibitor's representatives removed from the Event) at any time due to the breach by Exhibitor (or any of Exhibitor's representatives) of the T&C, as determined by Manager in Manager's sole discretion. If Exhibitor's registration to the Event is so cancelled by Manager or if Exhibitor or any of Exhibitor's representatives are so removed from the Event, Exhibitor shall not receive any refund of the Exhibitor Fee. Notwithstanding the foregoing, if, however, Exhibitor's registration is cancelled by Manager because Manager has cancelled the Event, Manager shall provide Exhibitor with a full refund of the Exhibitor Fee. Manager shall not be responsible for any delays, damages, losses, increased costs, or other unfavorable conditions arising in connection with any delay or cancellation of the Event, and Exhibitor waives all such claims arising therefrom. There are no refunds for any additional services ordered by Manager in connection with the Event and/or other services ordered by Exhibitor via the Application.

3.3 Add-On Services. If Exhibitor selects any of the booth and/or marketing add-on options in the Application, Exhibitor shall be billed for such services as described in the Application and/or the T&C. For instance, if Exhibitor selects Banner Ads as a marketing add-on option, Manager will bill Exhibitor quarterly (in advance) for such a service, commencing upon Manager's receipt of Exhibitor's request for such a service. Any request by Exhibitor to cancel any add-on service will take effect at the end of the then-current billing period in which such request was received by Manager. No refunds will be issued for such services.

3.4 Third Party Services. Exhibitors may indicate on the Application that they wish Manager to register them with Constant Contact, Inc. ("Constant Contact") for a promotional two month free trial. However, all billing done in connection with such account shall be by Constant Contact only (and not Manager) and if Exhibitor wishes to cancel such account it must communicate such a desire to Constant Contact directly. Exhibitor's participation, correspondence or business dealings with any third party in connection with the Event or otherwise (regarding payment and delivery of specific goods and services or otherwise), and any other terms, conditions, representations or warranties associated with such dealings, are solely between Exhibitor and such third party. Exhibitor agrees that none of the Manager Parties (as hereinafter defined) shall be responsible or liable for any loss, damage, or other matters of any sort incurred as the result of such dealings.

3.5 Union Surcharge. In addition to the Exhibitor Fee and other fees and charges described in the Application

and/or the T&C, Exhibitor shall pay Manager a one-time shared union charge in the amount of Seventy Five Dollars (\$75).

3.6 Taxes. Exhibitor shall be responsible for obtaining all licenses, permits and approvals and all tax identification numbers under local, state or federal law applicable to its activity at the Event, and paying all taxes, license fees and other charges that become due to any governmental authority or other person because of such activity at or in connection with the Event.

4. ELIGIBILITY: OCCUPANCY OF EXHIBITOR SPACE. Notwithstanding anything to the contrary in the T&C, Manager shall have the sole right to determine, in Manager's sole discretion, the (i) eligibility of any Exhibitor, representative of Exhibitor or other Event attendee, and (ii) appropriateness of any exhibition or material for inclusion by Exhibitor at the Event. The location of the Exhibitor Space shall be determined by Manager in its sole discretion (taking into account Exhibitor's request for such space in the Application), and such space shall be assigned by Manager on an "as available" basis.

5. DELIVERY/SET-UP/EXHIBITION/TEAR-DOWN. The dates and hours during which Exhibitor may access the Venue for delivery and set-up and teardown of the Exhibitor Space shall be specified in writing (including without limitation by email to the email address indicated by Exhibitor in the Application) by Manager to Exhibitor from time to time. Exhibitor shall be liable for all load-in/load-out, union, storage and handling charges, and for all other liability, resulting from failure to (i) follow the set-up or teardown instructions of Manager or a third party acting on its behalf or (ii) remove all materials from the Exhibitor Space immediately upon the cessation of the Event. Should the operator of the Venue determine, in its sole discretion, that any equipment used by Exhibitor requires the transport, installation, removal and/or other assistance to be performed by such Venue operator's contractors, Exhibitor agrees to use such contractors at Exhibitor's sole expense, which shall be in addition to the Exhibition Fee and the other fees and costs recited in the Application and/or the T&C. Exhibitor further agrees that any such arrangement is solely between Exhibitor and the operator of the Venue and that Manager shall have no liability whatsoever for any costs incurred by Exhibitor or any damages arising out of any such arrangement.

6. DEFAULT IN OCCUPANCY. If Exhibitor has not met the deadline set by Manager for completion of installation of displays or otherwise for occupancy of the Exhibitor Space by Exhibitor, then such Exhibitor Space may be possessed and/or otherwise used by Manager for such purposes as Manager may determine in its sole discretion. No such action taken by Manager shall relieve Exhibitor of any of its obligations in the T&C and/or the Application.

7. SUB-LEASING/SHARING. Exhibitor shall not sublet, assign or otherwise share or transfer the Exhibit Space or any portion thereof without the prior written approval of Manager, which Manager may grant or withhold in its sole discretion.

8. DISPLAY SPECIFICATIONS; SOUND AND ACTIVITIES. Signs or displays used by Exhibitor must not exceed ten (10) feet in height and the width of the table provided by Manager (or a third party upon Manager's prior written consent) in the Exhibitor Space. Exhibitor is not allowed to hang graphics on back walls that extend beyond the Exhibitor Space (as determined by Manager in its sole discretion). Exhibitor and/or Exhibitor's representatives shall not conduct any activities in aisles or in spaces bordering the Exhibitor Space or in any other location and the wearing of any distinctive costumes, carrying of banners or signs and the like by same must remain in the Exhibitor Space. All sound amplification devices and other sound producing equipment and activities of Exhibitor and/or Exhibitor's representatives shall be limited to reasonable volume levels which shall not project beyond the boundaries of the Exhibitor Space and shall in no case disturb other exhibitors, participants of the Event or otherwise Event activities, as determined by Manager in its sole discretion. Manager reserves the right to determine the placement of all signs, displays and the like and acceptable sound level of all sounds and sound devices

used by Exhibitor, in Manager's sole discretion.

9. ADDITIONAL CHARGES. In addition to any applicable costs of the Venue operator described in Section 5 hereof, the use by Exhibitor of electricity and Internet at the Event are to be ordered pursuant to the Prospectus. Exhibitor acknowledges and agrees that electricity and Internet are provided by third party vendors (i.e., the Venue operator) and that Manager has no control over whether electricity and Internet will work during the Event. Manager has no responsibility for providing such items to Exhibitor and shall not be liable for any failure by the Venue operator to provide such items to Exhibitor or otherwise arising out of Exhibitors use of such items. Furthermore, drayage charges may apply to the use of such services as determined by an applicable union or by the Venue operator in their respective sole discretion. Exhibitor shall pay in full all such applicable charges in addition to any other fees described in the T&C and/or the Application, and Manager shall not be responsible in any manner for Exhibitor's failure to do so.

10. REPRESENTATIONS & WARRANTIES. Exhibitor represents and warrants that (i) all information provided to Manager (whether as part of the Application or otherwise) is accurate, complete and current and that Exhibitor shall update such information if and when such information changes, (ii) its use of all materials during or otherwise in connection with the Event, including without limitation all signs, displays, hand-outs, photographs, logos, videos and musical compositions (collectively, the "Materials") shall not infringe the copyright, trademark, patent or other rights (including without limitation the right of publicity, right to privacy, or misuse of a person's name, image and likeness) of any person, and (iii) Exhibitor shall ensure that Exhibitor's representatives shall fully comply with the terms and conditions of the T&C and/or the Application, and (iv) Exhibitor shall be fully responsible for the acts or omissions of any of its representatives.

11. MUSIC LICENSING. Further to Section 3 and 10 hereof and for the sake of clarity, Exhibitor agrees not to permit any musical work protected by copyright to be staged, produced or otherwise performed, via either "live" or mechanical means at the Event unless Exhibitor has previously obtained written permission from the copyright owner, or the copyright owner's designee (e.g., ASCAP, BMI or SESAC) for such use. Exhibitor accepts full and complete responsibility for the fulfillment of all obligations under any agreement permitting the use of any such musical work, including but not limited to, all obligations to obtain public performance rights and to accurately report data and to pay royalty fees.

12. EXHIBITOR REPRESENTATIVES. Exhibitor's representatives at the Event shall be restricted to Exhibitor's employees, consultants or agents who have been designated in the Application and duly registered with Manager in accordance with the terms hereof. Such representatives shall wear badges and/or other identification provided by Manager at all times during the Event.

13. SAMPLES; SOUVENIRS; SALES. Exhibitor may distribute samples, souvenirs, brochures, etc., from within the Exhibitor Space only. While Manager is under no obligation to monitor such activity, Manager shall have the right to prohibit sample distribution or other activities which, Manager determines, in its sole discretion interferes with the Event.

14. EXHIBITOR CONDUCT. Exhibitor may not operate the Exhibitor Space or otherwise engage in any activity during the Event that is competitive with Manager or which annoys, endangers or interferes with the rights of other exhibitors or other participants of the Event, or Event activities, as determined by Manager in its sole discretion. Exhibitor shall be fully liable for any damage caused at the Event by Exhibitor or any of Exhibitor's representatives (including without limitation damage caused to any portion of the Venue, or to other exhibitors, participants or to Manager or any of Manager's representatives).

15. SPECIAL REQUESTS. Any and all special requests by Exhibitor or any of Exhibitor's representatives, including without limitation a request from Exhibitor for the provision of hearing-impaired interpreters at the Event, must be delivered in writing to Manager no less than sixty (60) days prior to the Event.

16. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY.

EXHIBITOR HEREBY EXPRESSLY RELEASES

MANAGER AND EACH OF ITS MEMBERS, MANAGERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AGENTS, AND ASSIGNS, AS WELL AS THE OPERATOR OF THE VENUE (COLLECTIVELY, THE "MANAGER PARTIES") FROM ANY AND ALL CLAIMS ARISING OUT OF OR OTHERWISE IN CONNECTION WITH THE EVENT, INCLUDING WITHOUT LIMITATION ALL (I) DAMAGE TO THE EXHIBITOR SPACE AND/OR OTHER PART OF THE VENUE (II) LOSS, THEFT OR DAMAGE OF/ TO ANY OF EXHIBITOR'S PROPERTY (OR THAT OF ANY REPRESENTATIVE OF EXHIBITOR) OR ANY PROPERTY OF OTHERS ARISING OUT OF EXHIBITOR'S PARTICIPATION IN THE EVENT, EVEN IF SO ARISING DUE TO THE NEGLIGENCE OF ANY OF THE MANAGER PARTIES. IN NO EVENT SHALL ANY OF THE MANAGER PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH SUCH PARTY'S INVOLVEMENT IN THE EVENT, INCLUDING WITHOUT LIMITATION FOR LOST PROFITS OR BUSINESS, OR ANTICIPATED LOST PROFITS, BUSINESS OR GOODWILL, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH OF THE MANAGER PARTY'S AGGREGATE LIABILITY TO EXHIBITOR, ANY REPRESENTATIVE OF EXHIBITOR OR ANY OTHER THIRD PARTY IN ANY CIRCUMSTANCE IS LIMITED TO AN AGGREGATE OF ONE THOUSAND DOLLARS (\$1,000). THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THE T&C HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

17. INDEMNIFICATION. Notwithstanding anything to the contrary herein, Exhibitor hereby agrees to indemnify, defend and hold each of the Manager Parties harmless from and against any and all claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees and disbursements and all other associated costs of lawsuits), arising out of (i) any breach by Exhibitor (or any representative of Exhibitor) of any representation, warranty or covenant made in the T&C or the Application, (ii) any failure by Exhibitor (or any representative of Exhibitor) to fulfill any of Exhibitor's obligations in the T&C or the Application, (iii) any use of the Materials, or (iv) otherwise arising out of Exhibitor's participation (or the participation of any representative of Exhibitor) in the Event. Any Manager Party covered by this Section 17 shall reasonably cooperate with Exhibitor and shall at all times have the right fully to participate in such defense with its own counsel and at its own expense. Exhibitor shall not enter into any settlement that imposes any liability or obligation on any of the Manager Parties or contains any admission or acknowledgment of wrongdoing (whether in tort or otherwise) without each such Manger Party's prior written consent.

18. INSURANCE COVERAGE. Exhibitor shall, at its own expense, procure and maintain in force during the Event (including during all set-up and dismantling of the Exhibitor Space and covering all use of the Exhibitor Space by Exhibitor or anyone on Exhibitor's behalf), general liability insurance including coverage for personal injury, operation of equipment and products and property damage, with limits in no event less than Five Hundred Thousand Dollars (\$500,000) per occurrence, and Exhibitor shall name Manager as an additional insured to such insurance policy or policies for the duration of Exhibitor's participation in the Event (including Event Space takeover and related post-Event activities). Exhibitor will cause each of its contractors or any other party attending the Event on its behalf, including without limitation any independent labor contractors engaged in performance of work at the Event and throughout the period during which such party is in attendance at the Event, to be covered by or otherwise procure and maintain in full force and effect policies of insurance as specified above. None of the Manager Parties maintains insurance covering Exhibitor's property and it is the sole responsibility of Exhibitor to obtain business interruption and property damage insurance covering any losses of Exhibitor.

19. FILMING OF THE EVENT; PHOTOGRAPHY. Manager will be photographing, videotaping and otherwise recording the Event and using the resulting footage for promotional purposes. Exhibitor hereby grants Manager the exclusive, perpetual, irrevocable, worldwide, royalty free right and permission to use, distribute, publish, exhibit,

perform, digitize, broadcast, display, reproduce, and otherwise use such Exhibitor's name, image, likeness, voice and biography (or any copyrighted material or trademarks owned and displayed by such Exhibitor) in any manner or media whatsoever (whether now known or hereafter devised) for the purposes of advertising or trade in promoting and publicizing Manager and Manager's products and services. Furthermore, Exhibitor represents and warrants that prior to the Event Exhibitor shall obtain the written consent of each of its representatives to enable Manager to use such representative's name, image, likeness, voice and biography (or any copyrighted material or trademarks owned and displayed by such representative of Exhibitor) in any manner or media whatsoever (whether now known or hereafter devised) for the purposes of advertising or trade in promoting and publicizing Manager and Manager's products and services, and Exhibitor hereby transfers all such rights to Manager. Neither Exhibitor nor any of its representatives may film, photograph or otherwise record the Event in any manner without the prior written consent of Manager.

20. APPLICABLE LAWS, RULES AND REGULATIONS. Exhibitor and Exhibitor's representatives shall comply with all applicable laws, rules, regulations, codes and ordinances of governing authorities (including without limitation all applicable fire regulations), now in effect or hereafter promulgated, regarding the planning, construction, maintenance, modification and removal of exhibitions and/or the occupancy of the Exhibitor Space, or otherwise pertaining to the Event.

21. NOTICES. All communications hereunder shall be in writing and shall be sent by postal mail, to Manager at Small Business Expo, 1515 Broadway, Suite 1222, New York, NY 10036, with a copy by -email to: Info@ShowBizExpo.com, and to Exhibitor using the contact information provided in the Application; provided however, that during the Event, such communications must be delivered by hand to an authorized representative of Exhibitor or Manager, as the case may be.

22. SWEEPSTAKES; OTHER GAMES. The operation at the Event by Exhibitor of any sweepstakes or other games of chance is permitted only upon the prior written consent of Manager, which may be granted or withheld for any reason or for no reason in Manager's sole discretion. Exhibitor agrees that Exhibitor shall request permission of Manager to operate a sweepstakes or other game only if (i) such sweepstakes or other game complies with all applicable laws and regulations, and (ii) Exhibitor shall be solely liable for any claim arising in connection with such sweepstakes or other game and shall indemnify Manager (in accordance with Section 17 hereof) for all liability arising in connection with such sweepstakes or other game.

23. GOVERNING LAW; JURISDICTION. The T&C shall be governed by and construed under the internal laws of the State of New York, excluding conflict of law provisions thereof. The parties agree to personal and exclusive jurisdiction by and venue in the courts located within the County of New York, State of New York, and to receive service of process through certified mail or by other means sanctioned by law, and the parties expressly waive any claim of improper venue and any claim that such courts are an inconvenient forum.

24. MISCELLANEOUS. The executed Application and the T&C represents the exclusive binding agreement between the parties hereto, shall replace all other prior written or oral agreements between the parties with respect to the subject matter hereof and may not be modified except in a writing signed by both Exhibitor and Manager. The section headings included herein are for convenience only and shall have no substantive effect. Facsimile versions of all signatures to the Application and T&C, where applicable, shall be acceptable as originals. The failure of Manager to enforce any provision of the Application or T&C shall not be construed as a waiver of such provision or of the right of Manager to thereafter enforce any such or any other provision. Except for the obligations that are specifically designated in the T&C as contingent, the provisions of the T&C are severable. If any one or more provisions are or may be determined by a court of competent jurisdiction to be unenforceable, in whole or in part, the remaining provisions of the T&C shall nevertheless be binding and enforceable to the maximum extent permitted by law. The provisions of the T&C will survive termination or expiration to the extent necessary to carry out the intentions of the parties.

For more information about the Event, contact Manager at (212)404-2345 or email Info@theshowproducers.com.