EXHIBIT APPLICATION TERMS & CONDITIONS

Upon acceptance of this Exhibit Space Application ("Agreement"), the Agreement will become a binding contract between the Canadian Health Food Association ("CHFA") and the applicant company ("Exhibitor") to use space at the specified ("Show") based on the terms and conditions herein. All exhibitors must be current CHFA Supplier Members or current CHFA Associates and remain so through the show dates.

EXHIBITOR COVENANTS

The Exhibitor acknowledges and agrees that CHFA has no responsibility to assess the legality or regulatory compliance of any of the products or services exhibited at the Show. The Exhibitor represents, warrants and covenants that it has all necessary rights to market the products exhibited at the Show in Canada and that the sale, marketing and exhibiting of such products and services is in compliance with applicable law.

The Exhibitor agrees to (i) obey all laws, by-laws, ordinances and regulations governing use of the facility and operation of the Show, (ii) abide by the rules and regulations of the city, fire and police departments and of any other government or regulatory body having authority to regulate the facility and the Show, (iii) abide by all protocols recommended by local health authorities and implement all safety measures required within their booth space to mitigate the spread of COVID-19; and (iv) obey all laws, including those pertaining to occupational health and safety, consumer protection and protection of visitors to the Show.

The Exhibitor agrees to abide by all rules and regulations governing the Show established from time to time by CHFA, including rules and regulations set forth in the Exhibitor Manual available at www.chfa.ca The Exhibitor agrees to observe, to the extent applicable [and to the extent communicated to Exhibitor or set out in the Exhibitor Manual], all union contracts and labour relations agreements in force (i) between CHFA and contractors providing services to the facility, and (ii) governing companies operating in the facility in which the Show is taking place.

The Exhibitor agrees to obtain, at its own expense, any licenses or permits which are required for the operation of its trade or business during the term of the Show and to pay all taxes, including all applicable sales taxes, of any nature or kind that may be levied against it as a result of the operation of its trade or business in its contracted space.

The Exhibitor agrees not to conduct or be associated with any promotional contests held at or in connection with the Show unless (i) the Exhibitor satisfies CHFA that the contest is being operated in accordance with applicable law; and (ii) the prior written consent of CHFA is obtained. The playing, performing, reproduction, broadcasting or other use at the Show of any music, materials, devices, processes and dramatic rights (the "Work) that is the subject of any third party copyright, trademark, industrial design, patent or any other intellectual property right, by the Exhibitor or its agents, representatives or employees is prohibited without the express written consent of CHFA

The Exhibitor agrees to indemnify and save harmless CHFA against any and all claims, losses, liabilities and damages (including legal fees and expenses) costs and charges arising from or as a result of any unauthorized use of any Work by the Exhibitor, its agents, representatives, employees and those for whom the Exhibitor is responsible in law. The Exhibitor agrees to occupy the contracted exhibit space during Show hours and to promote and/or advertise only the products and services described in this Agreement.

EXHIBIT APPLICATION TERMS & CONDITIONS

CHFA RIGHTS

CHFA reserves the right, in its sole and unfettered discretion to: (i) determine the eligibility of Exhibitors and exhibits for the Show, (ii) reject or prohibit products, services or exhibits or Exhibitors which CHFA considers objectionable, not in compliance with applicable law or regulation, inappropriate, disruptive or offensive to CHFA, other Exhibitors or Show attendees; (iii) change or modify the layout of the Show and/ or relocate exhibits or Exhibitors; (iv) cancel, in whole or in part, the Show due to an event of force majeure; or (v) change the date, location and duration of the Show; without any liability to CHFA. In the event the CHFA exercises any such rights, the Exhibitor hereby releases and forever discharges the CHFA from and against any damages, causes of action, claims or demands whatsoever which the Exhibitor, the Exhibitor's successors and assigns and anyone claiming through or under the Exhibitor may have by reason of the CHFA's exercise of such right. CHFA shall have the right to establish and amend or modify any regulations governing use of the facility and the Show.

ALCOHOL, TOBACCO AND CANNABIS

Products containing alcohol, tobacco, or cannabis—including those intended for sampling—are strictly prohibited. Any exhibitor found displaying, sampling, or promoting these products at CHFA NOW will be immediately removed from the trade show, without exception.

ASSIGNMENT AND SUBLETTING

The Exhibitor shall not assign any rights or sublet space under this Agreement without the prior written permission of CHFA, which permission may be withheld in CHFA's sole discretion.

INDEMNIFICATION AND LIMITATION OF LIABILITY

The Exhibitor agrees to indemnify and hold harmless CHFA, their respective officers, directors, agents, representatives and employees, against all claims, losses, liability, damages (including legal fees and expenses), costs and charges of every kind resulting from (i) its participation in the show and occupancy of the exhibit space and/or its environs (ii) the use of equipment or devices furnished to or used by the Exhibitor or other persons in connection with the Show, (iii) Exhibitor's breach of this Agreement, and (iv) personal injuries, death, property damages or any loss or other damage sustained by the Exhibitor, CHFA, the facility, event sponsors or a visitor to the show and their respective directors, officers, agents, representatives and employees or those for whom the Exhibitor is responsible in law arising in connection with this Agreement. In no event, whether arising in negligence, tort, statute, equity, contract (including fundamental breach), common law, or any other cause of action or legal theory (even if advised of the possibility of those damages) shall CHFA or its suppliers, facility, or subcontractors have: (a) total cumulative liability for damages, expenses, costs, liability or losses (collectively, "damages") arising out of or in connection with this agreement in excess of the total aggregate amounts paid by the exhibitor to CHFA pursuant to this agreement: and (b) any liability for any indirect, incidental, special, or consequential damages whatsoever arising out of or in connection with this agreement, including lost profits, anticipated or lost revenue or any other commercial or economic loss.

LIABILITY AND INSURANCE

The Exhibitor shall obtain and maintain at its own expense a comprehensive general liability and all risk property insurance policy acceptable to CHFA for the period commencing on the first move-in date and terminating on the last move-out date. The policy shall name CHFA as loss insured and insure the Exhibitor

against all claims of any kind arising from or in any way connected with the Exhibitor's presence or operations at the Show. The policy shall provide coverage as per CHFA policy for each separate occurrence. At the request of the CHFA, the Exhibitor shall provide CHFA with a copy of such policy. The Exhibitor is responsible to insure its own exhibit, personnel, display and materials from any damage or loss through theft, fire, accident or other cause and accepts all risks associated with the use of the exhibit space and its environs. The Exhibitor shall not make any claim or demand or take any legal action, whatsoever, against CHFA, the Show sponsors or the
facility in which the Show is held, for any loss, damage or injury howsoever caused, to the Exhibitor, its officers, directors, agents, representatives, and employees or their respective property. Neither CHFA nor the facility will assume liability for loss for damage, through any cause, of equipment, products, goods, exhibits or other materials owned, rented or leased by the Exhibitor.

BOOTH DISPLAY

Booth construction and signage must be exhibited in accordance to the rules and regulations pertaining to the Exhibitor's booth type and as outlined in the Exhibitor Manual. The Exhibitor agrees that no display will be dismantled or goods removed during the term of the Show, but will remain intact until the end of the final closing hour on the last Show day. The Exhibitor also agrees to remove its display and equipment from the Show site by the final moveout day, and in the event of a failure to do so, or failure to return the allocated space to the same condition as at the move-in date, the Exhibitor agrees to pay for any additional costs and expenses incurred by CHFA.

CANCELLATION AND TERMINATION

All monies received by CHFA are non-refundable and non-transferable.

In the event of any violation or breach of the terms and conditions of this Agreement, CHFA shall have the right to immediately terminate this Agreement and occupy the space of the violating and/or breaching Exhibitor and utilize it in any manner as CHFA deems appropriate, including, but not limited to, relicensing it's use to another Exhibitor The Exhibitor shall not be entitled to any offset or mitigation of the amount due under this Agreement as a result of the use of or payment for the space by another exhibitor in the Show. Each covenant by the Exhibitor contained herein is material and of the essence of this Agreement and violation of any term or condition hereof by the Exhibitor shall be a default of the entire Agreement entitling CHFA to immediately and without notice terminate this Agreement and revoke the privileges granted to the Exhibitor and take possession of the space of the defaulting Exhibitor. Any such revocation of the license granted herein shall be without prejudice to CHFA to make any claim for damages or enforcement of the payment of any amounts due pursuant to the terms hereof.

If the Show is cancelled or curtailed, for any reasons beyond the control of CHFA, CHFA will not be responsible for any loss of business, loss of profits, consequential or special damages or expenses of whatever nature that the Exhibitor may suffer.

MISCELLANEOUS

Waiver by CHFA of any breach of any term or provision of this Agreement by the Exhibitor shall not be deemed a waiver of any subsequent breach of the same or any other provision hereof. No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver of such right, power or privilege. If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the

remaining part of such provision and all other provisions of this Agreement shall continue in full force and effect. No alterations or variations of the terms of this Agreement shall be valid unless made in writing and signed by each of the parties hereto. This Agreement shall be governed by and construed in accordance with the laws in force in the Province of Ontario and constitutes the entire agreement between the parties with respect to the subject matter herein and cancels and supersedes any prior understandings and agreements between the parties with respect to the subject matter herein.

CORRESPONDANCE:

The below contact details will be used for all further correspondence & communication pertaining to the Show Where this Agreement contains personal information about an individual, the Exhibitor (i) hereby consents; or (ii) represents and warrants that the person concerned has consented, to the collection, use and disclosure of the personal information by the CHFA for the purposes of processing and administering registration to the above mentioned event, communicating with applicants and members or any other purposes as described in CHFA's Privacy Policy including permission to share contact information with official show service providers. The applicant (i) hereby acknowledges; or (ii) has obtained an acknowledgement from the individual concerned, that CHFA's collection, use and disclosure of Personal Information shall only be done in accordance with its Privacy Policy, a copy of which is available from Email: privacy@chfa.ca

NHP SAMPLING:

NHP Sampling: NHPs are a subset of drugs, captured under the Food and Drugs Act (FDA). As such, they are required to abide by the rules outlined under the FDA. Specific to sampling, the Act states: No person shall distribute or cause to be distributed any drug as a sample.

Therefore, per the FDA, it is not permitted to distribute any sample of a natural health products. From a compliance and enforcement perspective, enforcement action undertaken by Health Canada is done through a risk-based approach. The higher the risk, the more likely compliance action is taken. CHFA does not monitor any NHP sampling at our tradeshows, however, the action of sampling is a business decision that takes into consideration the requirements of the Act and associated Regulations and the likelihood of compliance activity for the action taken. This is a risk that each business should analyze as it develops its exhibition plan for our or any trade show event. CHFA assumes no liability for any enforcement, penalty or fine resulting from any activity related to any person 's actions taken at the tradeshow, including offering for sample any NHPs.

PAYMENT TERMS:

By submitting an exhibitor application form, you agree to pay a booth deposit of 20% of the total value of your booth space upon receipt of your invoice. Space is not confirmed until your payment has been received.

AGREEMENT:

By signing this Agreement, you agree to abide by the rules, regulations, and payment procedures set by the CHFA. You agree to exhibit / display only those products that comply with current Canadian regulations. Multi-Level Marketing firms do not qualify for exhibit space.