

SupplySide PHX Pop-Up Event 2021

Exhibitor Terms and Conditions

1. **Defined Terms**

The term “Event” means SupplySide PHX Pop-Up 2021, currently scheduled to be held on June 11, 2021 at the Hyatt Regency, Phoenix, Arizona, USA (the “Exhibit Facility”). The Event is owned, produced and managed by Informa Exhibitions LLC. As used hereinafter, the term “IE” means, collectively, Informa Exhibitions LLC and each of its officers, directors, shareholders, agents, subsidiaries, affiliates, representatives, employees and assigns, unless the context requires otherwise. The term “Exhibitor” means, collectively, the entity or person that executes this Contract as the “Exhibitor” and each of its officers, directors, shareholders, employees, contractors, agents, representatives, assigns and/or invitees, as applicable. The term “Contract” means this agreement, all amendments and modifications thereto, and all other materials, documents, rules and regulations expressly incorporated herein by reference.

2. **Contract Acceptance**

This Contract shall become binding and effective only when it has been signed by Exhibitor and accepted as valid by a duly authorized representative of IE. The final exhibit space specifics and/or location may be different from the Exhibitor’s original requests.

3. **Qualifications of Exhibitor**

IE, in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the Event. Eligibility is generally limited to persons or firms who manufacture, remanufacture, or supply products, tools, equipment, supplies or services used for the health & nutrition industry. Applicants who have not previously exhibited at the Event may be required to submit a description of the nature of their business and the items to be exhibited. IE reserves the right to restrict or remove any exhibit which IE, in its sole discretion, believes is objectionable or inappropriate.

4. **Payment**

One hundred percent (**100%**) of the total fee for the exhibit space is due at the time contract is signed, payment must be received within two weeks after the receipt of Statement.

5. **Assignment of Space**

IE reserves the right to change the floor plan or the location of an Exhibitor’s space if IE in its sole discretion determines that to do so is in the best interest of the Event. IE will consider requests to keep certain companies from being next to each other; however, there is no guarantee that by making this request you will not be located next to one of these companies. IE assumes no responsibility in such instances.

6. **Use of Space**

The space contracted for is to be used solely by and for the Exhibitor whose name appears on the Contract, and it is agreed the Exhibitor will not sublet nor assign any portion of same without the prior written consent of IE.

7. Cancellation by Exhibitor

If Exhibitor desires to cancel this Contract, Exhibitor may only do so by giving notice thereof in writing sent to IE with evidence of receipt. Exhibitor will remain liable for 100% of the fee, regardless of when this Contract is executed by Exhibitor. In addition, Exhibitor will remain liable for 100% of all fees paid or payable in respect of sponsorships and promotional products, regardless of when this Contract is executed or cancelled by Exhibitor. These amounts are considered to be liquidated and agreed upon damages, for the injuries IE will suffer as a result of Exhibitor's cancellation. This provision for liquidated and agreed upon damages is a bona fide provision and not a penalty. The parties understand that the withdrawal of the space reserved from availability and, if applicable, the cancellation of sponsorships and/or promotional materials, in each case at a time when other parties would be interested in such space and/or products, will cause IE to sustain substantial damages that will not be capable of determination with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this Contract as a valid pre-estimate of these damages. The date of cancellation shall be the date IE receives the notice. IE reserves the right to treat Exhibitor's downsizing of exhibit space as cancellation of the original space and purchase of new exhibit space, and Exhibitor may be required to move to a new location if it requests downsizing of space.

8. Cancellation to Informa Exhibitions/Payments

Once this contract form is signed by the Exhibitor and exhibit space is allocated to the Exhibitor by IE, the Exhibitor is contracted to the exhibit space. Cancellation requests must be in writing, and agreement by IE to any request for cancellation or reduction of space shall be subject to the following:

- 1) Cancellations and booth downsizes received by **April 30, 2021** are subject to a fee equal to 50% of the booth price.
- 2) Cancellations and booth downsize requests received on or after **May 1, 2021** are subject to a fee equal to 100% of the booth space.
- 3) Cancellations will result in forfeit of all exhibitor badges

IE will not accept credit card holder data via email or any other unsecured method where card holder data can be stored. At a minimum, cardholder data consists of the full Primary Account Number (PAN).

Cardholder data may also appear in the form of the full PAN plus any of the following: cardholder name, expiration date and/or service code. You may use the following channels of payment: submit payment online through secured Exhibitor Console, credit card payment over the phone, fax completed credit card authorization form, mail check or send wire transfer. For your protection, do not transmit credit card information to us via voicemail or email.

*WIRE/ACH: IE is not responsible for any losses suffered due to third party fraud or misdemeanor, including, without limitation, false change of bank account communications, identity theft and other scams. Payments into IE's designated bank account only shall satisfy

Exhibitor's payment obligations under this Contract. If you receive any communication notifying of a change in IE's designated bank account, you should verify the authenticity of the change with IE. If IE does not receive payment by the established due dates IE may immediately terminate this Contract.

Any default by Exhibitor under any other agreement between Exhibitor and IE (or any of its affiliates) shall constitute a default hereunder. In such event, IE shall have the right, exercisable in its sole discretion, to terminate this Agreement with immediate effect, without penalty therefore and, notwithstanding anything herein to the contrary, without any obligation to return or refund any amounts paid to IE under this Agreement prior to termination.

9. Cancellation of the Event

If IE is prevented from holding the Event, due to circumstances beyond its control, including, but not limited to strike, civil disobedience, and/or acts of God, IE shall have the sole and absolute right to cancel or postpone, change the date, time and/or location of the Event. If the Event is canceled, IE will refund to the Exhibitor the amount of the rental paid by the Exhibitor. If the Event is postponed, the Exhibitor's obligations will remain the same under this Agreement as if the Event was held as scheduled. Whether an Event is canceled or postponed, IE shall have no further obligation or liability to the Exhibitor. In addition, IE reserves the right to terminate this contract at any time prior to the Event. If this Contract is terminated by IE, IE will refund the amount paid by the Exhibitor less any expenses incurred by IE in the termination.

10. Specific terms relating to Covid-19

10.1. Notwithstanding any other provision of this Contract, the parties agree that to the extent that Exhibitor is prevented from participating in the Event as a direct result of: (i) mandatory government-imposed travel restrictions, and/or (ii) quarantine conditions, each related to Covid-19 that apply so as to prohibit persons in general (a) leaving the territory in which Client is based, (b) leaving the territory in which the Event is due to take place, and/or (c) travelling from the territory in which Exhibitor is based to the territory in which the Event is due to take place, the provisions of Condition 10.3 shall apply.

10.2. Notwithstanding any other provision of this Contract, the parties agree that to the extent that IE is forced to cancel the Event as a direct result of complying with a mandatory government-imposed order related to Covid-19, the provisions of Condition 10.3 shall apply. For the avoidance of doubt, if the date(s) of the Event are changed to new date(s) that are within twelve (12) months of the originally scheduled Opening Date of the Event in accordance with Condition 9, this shall not constitute cancellation of the Event.

10.3. Subject to the remainder of this Condition 10.3, if the circumstances set out in Condition 10.1 and/or Condition 10.2 apply, Exhibitor shall be entitled to elect that any portion of the Fees already paid shall be either: (i) applied to a future edition of the Event and/or any other mutually agreed upon activity, product and/or service provided by IE and/or any member of the Informa Group, or (ii) refunded. This Condition 10.3 shall only apply to

monies that Exhibitor has paid directly to IE in respect of the Contract. For the avoidance of doubt, this Condition 10.3 shall not apply to any monies paid to third party vendors/suppliers in respect of Event-related products/services (for example, design and build contractors, freight forwarders, hotels/housing partners and airlines), even if these third party vendors/suppliers are recommended or endorsed by IE. Exhibitor acknowledges that products/services provided directly by third party vendors/suppliers to Exhibitor in respect of Event-related products/services are the subject of a separate agreement between Exhibitor and the relevant provider(s). Exhibitor acknowledges and agrees that the provisions of this Condition 10.3 set out Exhibitor's sole remedy in the event that the circumstances set out in Condition 10.1 and/or Condition 10.2 apply and all other liability of IE is hereby expressly excluded.

10.4. This Condition 10 shall survive termination of this Contract.

11. Exhibit Space Occupancy

Hours and dates for installing, occupying and dismantling exhibits shall be those specified by IE. If Exhibitor fails to install its display in its assigned space by **June 11, 2021 by 9:30am** or leaves its space unattended during the Exhibit hours, IE shall have the right to take possession of the space, without releasing Exhibitor from any liability or obligation hereunder, and no refund will be due to Exhibitor. All exhibits must be open and manned for business during the Event hours. Exhibitor may not dismantle the display until the Event is officially closed by IE.

12. Listings and Promotional Materials

By exhibiting at the Event, Exhibitor grants to IE a perpetual, worldwide, royalty free, non-exclusive license and right to use, display and reproduce the name, trade names and product names of Exhibitor in any directory (print, electronic or other media) listing the exhibiting companies at the Event and to use such names in IE promotional materials. IE shall not be liable for any errors in any listing or descriptions or for omitting any Exhibitor from the directory or other lists or materials. IE may also take photographs of Exhibitor's exhibit space, exhibit and personnel during, before or after the Event hours and use such photographs for any IE promotional purpose. Exhibitor further agrees that IE and its affiliates shall have the perpetual, worldwide, royalty free, non-exclusive license and right to collect and maintain, and to reproduce, publish, display, transmit, distribute, adapt, create derivative works from, syndicate and otherwise exploit or use, commercially or otherwise, in any medium, any and all information related to Exhibitor's products that are made available to IE in connection with the Event or any other events owned, organized, managed, or operated by IE or its affiliates in which Exhibitor participates, in each case whether prior to, concurrently with, or following Exhibitor's submission of this Contract.

13. Care of Exhibit Facility

Exhibitor shall promptly pay for any and all damages to the Exhibit Facility or associated facilities, equipment and/or the property of others caused by Exhibitor.

14. Taxes and Licenses

Exhibitor shall be solely responsible for obtaining any licenses, permits or approvals under federal, state or local law applicable to its activities at the Event. Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event. Exhibitor will not permit the delivery of merchandise at the Event Facility without the express permission of IE.

15. Copyrighted Materials

Exhibitor shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Event unless it has obtained all necessary rights and paid all required royalties, fees or other payments. Exhibitor warrants that it owns, or has right to use pursuant to a valid license, all intellectual property (copyright, trade mark, etc.) to be used by Exhibitor for promotion or exhibition at the Event.

16. Observance of Laws

Exhibitor shall abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Exhibit Facility (including any union labor work rules). Without limiting the foregoing, Exhibitor shall comply with all applicable requirements of the Americans with Disabilities Act, including with respect to the construction of its exhibits.

17. Exhibitor Information & Updates

IE will provide Exhibitor information and updates to the designated representative of the Exhibitor, including an Exhibitor Service Kit. The Exhibitor Service Manual will include information integral to participation at the Event, including but not limited to: additional Exhibitor rules and regulations, official contractor order forms, registration, shipping and drayage, utilities and building services, exhibitor display rules, and move-in, move-out schedules. The designated representative of the Exhibitor will also receive updates about the Event via fax, mail, e-mail and/or SMS.

18. Authorization to Contact

By providing contact information, Exhibitor acknowledges that IE shall be permitted to share Exhibitor's name and contact information with, and Exhibitor consents to being contacted directly by, vendors, sponsors and partners authorized by IE, consistent with Informa's [Privacy Policy](#).

19. Incorporation of Rules and Regulations

Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this Contract shall be subject to determination by IE in its sole discretion. IE may adopt rules or regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to Exhibitor. Any such rules and regulations (whether or not included in an Exhibitor Service Kit or similar document) are an integral part of this Contract and are incorporated herein by reference. Exhibitor shall observe and abide by

additional regulations made by IE as soon as they are communicated to Exhibitor. This Contract (including the Exhibitor Service Kit and any additional rules or regulations adopted by IE from time to time) states the entire agreement of the parties with respect to the subject matter hereof.

20. SupplySide Compliance

The SupplySide Compliance program will be in full effect on-site at the Event. Monitoring efforts will be focused on prohibited claims and ingredients. Any Exhibitor or participant determined to be in violation of the SupplySide Compliance Program will be subject to enforcement action. Enforcement action may include: covering up inappropriate claims on graphics, removal of prohibited materials and/or other corrective action as determined by IE and/or the SupplySide Compliance Team including: removal from Event, and/or referral to the appropriate agency or law enforcement entity.

21. Installation and Dismantling

Exhibitors must comply with the move-in and move-out times indicated in the Exhibitor Service Kit. If an Exhibitor fails to remove an exhibit during the specified time, IE shall be permitted (at Exhibitor's sole expense) to remove and place same in a warehouse subject to the Exhibitor's disposition, and/or to ship to Exhibitor via common carrier with all charges to follow at no liability to IE. All exhibits must remain intact until the Event is officially closed.

22. Contractor Services

In the interest of making available the best qualified craftsmen in numbers sufficient to handle all of the services necessary for the operation of the Event, IE has contracted on an exclusive basis official contractors to provide certain services. Service companies other than the official contractors will not be allowed to perform any of these exclusive services. Non-exclusive services may be performed by exhibitor-appointed contractors (EAC) within certain guidelines. A complete listing of exclusive services and EAC guidelines will be provided in Exhibitor Service Kit.

23. Exhibit Guidelines

Distribution of samples and printed matter of any kind, and any promotional material, is restricted to the exhibit space. Exhibitor agrees to exhibit only products which it manufactures, represents or distributes. All exhibit spaces shall display products or services in a tasteful manner. The aisles, passageways and overhead spaces remain strictly under control of IE and no signs, decorations, banners, advertising material or special exhibits will be permitted in the aisles except by written permission of IE. Uniformed attendants, models and other employees representing the exhibitor must remain within the exhibit space occupied by the Exhibitor. Any and all advertising distribution must be made from Exhibitor's exhibit space. Balloons and stickers (including handouts with gummed backing that adhere or cause adhesion) are prohibited in the exhibit area. Equipment must be arranged so that show visitors do not stand in the aisle while examining equipment or watching demonstrations. Strolling entertainment or moving advertisements outside of an Exhibitor's exhibit space is prohibited. The use of

Segway's or Segway-type units is prohibited on the show floor.

Photography or videography is permitted only with prior approval of IE. Failure to obtain prior consent may result in removal from the Event.

24. General Terms and Conditions

IE has sole control over attendance policies. Except as expressly provided in this contract, all monies paid by Exhibitor shall be deemed fully earned and non-refundable at the time of payment. Exhibitor shall conduct itself at all times in accordance with normal standards of decorum and good taste. In addition to its right to close an exhibit space and withdraw acceptance of the Contract, IE in its sole judgment may refuse to consider for participation in future events an Exhibitor who violates or fails to abide by the Contract and any of the accompanying rules and regulations. Any amendment to this Contract must be in writing and signed by an authorized representative of IE.

25. Assumption of Risks; Releases

Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to the person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. Exhibitor has sole responsibility for its property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither IE nor the Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither IE nor the Exhibit Facility shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities described in this paragraph.

26. Indemnification

Exhibitor shall on a current basis indemnify, defend (with legal counsel satisfactory to IE), and hold IE and the Exhibit Facility harmless from any and all claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees and expenses which result from or arise out of or in connection with: (a) Exhibitors' participation or presence at the Event, (b) any breach by Exhibitor of any agreements, covenants, promises or other obligations under this Contract; (c) any matter for which Exhibitor is otherwise responsible under the terms of this Contract; (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from the actions of Exhibitor; (f) harm or injury (including death) to Exhibitor; (g) loss of or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise and (h) any injury to any person (including an attendee) or property while in the Exhibitor's exhibit space or relating to Exhibitor's use of any exhibition space or services.

27. **Limitation of Liability**

Under no circumstances shall IE or the Exhibit Facility be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions, whether or not apprised of the possibility of any such lost profits or damages. In no event shall IE's maximum liability under any circumstance exceed the amount actually paid to IE by Exhibitor for exhibit space rental pursuant to this Contract. IE makes no representations or warranties, express or implied, regarding the number and nature of exhibitors and/or attendees who will attend the Event or regarding any other matters.

28. **Insurance**

(a) Exhibitor shall, at its own expense, secure and maintain at all times during the event, including move-in and move-out days, the insurance listed below. All such insurance shall be primary of any other valid and collectible insurance of Exhibitor and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Exhibitor's obligations under this paragraph.

Workers' compensation and employer's liability insurance complying with the laws of the state in which the Event is being held;

Comprehensive General Liability insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate, combined single limit for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable); and

Automobile Liability insurance with limits not less than \$500,000 each occurrence combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operators.

The Exhibitor's Comprehensive General Liability and Automobile Liability insurance policies shall name as additional insureds (i) Informa Exhibitions LLC and its affiliates and each of their direct and indirect subsidiaries and (ii) the Event Facility. If requested, copies of additional insured endorsements, primary coverage endorsements and complete copies of policies, satisfactory to IE, shall be promptly furnished to IE. Certified copies of the Certificates of Insurance or policies shall provide that they may not be cancelled without 30 days' advance written notice to IE. The Exhibitor shall obtain a waiver of subrogation from the carrier of each policy described above and the carrier of each other policy that provides fire, explosion or any other risk coverage insuring the Exhibitor's property, in each case releasing in full such carrier's subrogation rights.

(B) Certificate of Insurance forms must be submitted to IE by all international exhibitors, exhibitors with complex structures (defined as multi-story or displays with a canopy/ceiling) and exhibitors hosting attendee interactive demonstrations.

29. **Outdoor Exhibits/Hospitality Suites**

Exhibitor is prohibited, without express written approval from IE, from displaying

products/services and/or other advertising material in areas outside its exhibit space such as, but not limited to, parking lots, hotel lobbies, lounges, corridors, sleeping rooms, etc., as well as unauthorized facility tours. Exhibitor also agrees not to operate hospitality suites or host any hospitality functions during official Event hours or when any IE-sponsored activities are being held. Hospitality functions are permitted only upon payment by the Exhibitor of all fees due hereunder. All requests for a hospitality suite or public function space must be made through IE. If Exhibitor cancels or fails to occupy the exhibit space during official Event hours, IE reserves the right to notify the hotel to cancel any hospitality space and/or hotel guest rooms under Exhibitor's name. Exhibitor shall remain liable for the payments made to the hotel.

30. Sound, Lighting and/or Laser Devices

The use of devices for mechanical reproduction of sound or music, as well as lasers which are part of Exhibitor's display, are permitted, but must be controlled and maintained at a conversational level. Sound, lighting and/or laser beams must not be projected outside the exhibit space. IE may immediately discontinue the use of any sound system, lighting or laser device that does not comply with this paragraph. Exhibitors are specifically prohibited from employing any carnival-type attraction, animal or human, or from operating such noise-creating devices as bells, horns or megaphones.

31. Fire and Safety Laws

The Exhibitor shall comply with all state, city and local laws and ordinances relating to fire, safety and health. A description of these regulations will be found in the Exhibitor Service Manual; however, IE will not be responsible for any errors or omissions contained therein.

32. Sponsorship

Sponsorship offerings are available to current-year Exhibitors. Should an Exhibitor, who is also a Sponsor, cancel its exhibit space, its sponsorship will likewise be canceled. See Item 7 Cancellation by Exhibitor.

33. Violation of Rules and Regulations

Violation of this Contract or any rules and regulations governing the Event, including those published in the Exhibitor Service Kit, may result in one or more of the following actions taken against the Exhibitor: 1) the Exhibitor may be prohibited from exhibiting at the current year's Event and will forfeit all payments; 2) the Exhibitor's "points" for the following year's priority placement may be taken away; and 3) the Exhibitor may be prohibited from exhibiting at future events. This list of actions is not exhaustive and does not in any way limit available remedies provided in other provisions of this Contract or by law or equity. No delay by IE in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by IE of any other right, power or privilege hereunder preclude any other or further exercise of any other right, power or privilege hereunder.

34. Governing Law

This contract is governed by the laws of the State of New York as applied to contracts entered into and entirely performed within such state. Exhibitor agrees that the courts located in New

York, NY, shall have exclusive jurisdiction of any actions arising in connection herewith, and shall constitute the exclusive forum for the resolution of any and all disputes arising out of, connected with or related to this Contract, or the breach of any provision of this Contract.

35. **Event Location/Schedule**

Event Location:

Hyatt Regency Phoenix, Regency Ballroom
122 N 2nd St,
Phoenix, AZ 85004

Exhibitor Move-In:

June 11: 7:30am – 9:30am

Event Hours:

June 11: 10:00am – 3:00pm

Exhibitor Move-Out:

June 11: 3:00pm – 5:00pm

*Dates and hours are subject to change.