

2023 EXHIBITOR AGREEMENT AND RULES

The 2023 PROCESS EXPO, (the "Show") is sponsored by PE Events LLC (the "Sponsor") to be held at McCormick Place Convention Center in Chicago, Illinois ("Exhibit Facility"). This 2023 Exhibitor Agreement and Rules shall be referred to as "the Show contract".

1. Eligible Exhibits. Sponsor reserves the right to determine eligibility of any company or product to participate in the Show. Sponsor can refuse rental of exhibit space to any company whose display of goods or services is not, in the opinion of the Sponsor, compatible with the objectives of the Show regardless of whether Sponsor has previously permitted the company or product to participate in the Show in any previous Shows. Sponsor's right to refuse eligibility or participation in the Show extends through the final day of Show. Exhibitors and individuals in their booth working on behalf of the Exhibitors shall conduct themselves in a professional manner during their participation in the Show. Any inappropriate dress, conduct or language, or any conduct which, in the sole opinion of Sponsor, constitutes aggressive sales tactics shall be removed from the Show immediately and without notice or refund of exhibit space rental fee. Any action taken by Sponsor pursuant to this provision shall be deemed a "cancellation by Exhibitor" for purposes of Section 5 based on the date Sponsor became ineligible.

2. Space Rental Charge. The pre-sale exhibit space rental fee is \$29 (USD) per square foot for FPSA members and \$36 (USD) per square foot for non-FPSA members. The standard exhibit space rental fee is \$31.50 (USD) per square foot for FPSA members and \$38 (USD) per square foot for non-FPSA members. Drayage is calculated at \$4.00 (USD) per square foot for booths over 150 square feet. Exhibitor is eligible for the member pre-sale rate only if the Exhibitor is a member in good standing of the Food Processing Suppliers Association at the time of billing and continuously through to the time of the Show. A mandatory administrative fee of \$95 (USD) will apply to all applicants and a corner fee will apply to exhibit space for \$300 (USD) per open corner, thus an additional \$0 for an inline booth, \$300 for a corner booth, \$600 for a peninsular booth, and \$1,200 for an island booth.

3. Payment. All Exhibitors with signed Show contracts are required to pay a 20% deposit of the total space rental fee upon invoicing. The second payment of 40% is due September 15, 2022 and the final 40% is due March 15, 2023. In the event that the Exhibitor is acquired by another entity, the acquiring entity will assume the balance due on the acquired Exhibitor's booth and agree to pay the remaining balance in order to utilize the acquired Exhibitor's booth or to cancel the acquired Exhibitor's Show contract and forfeit payments already made to Sponsor. In no case will Sponsor apply payments made to it by the acquired Exhibitor to the acquiring entity or to another PROCESS EXPO account.

4. Allocation of Space and Assignment. Whenever possible, space assignments will be made by the Sponsor in keeping with the preferences stipulated by the Exhibitor. However, the Sponsor reserves the right to reassign space assignments and to make the final determination for all space assignments in the best interest of the Show.

5. Cancellation and Booth Downsizing of Show Contract. Any Exhibitor who desires to cancel some or all of its purchased booth space after submitting a signed booth space contract will be required to submit a request in writing to PE Events LLC, 3200 Windy Hill Rd, Suite 500 W, Atlanta, GA 30339, no later than March 15th, 2023. A valid reason for the cancellation request must be included. The request, if timely, will be reviewed and decided on by the Board of Directors of PE Events, LLC. If the Board denies the request, including denial because the request was untimely, the exhibitor will have the option to withdraw the request for cancellation by written notice to PE Events LLC given within ten days of the Exhibitor receiving notice of the Board's decision. If the Exhibitor does not timely withdraw the request for cancellation, the Exhibitor will be in breach of this Agreement and will pay to PE Events LLC, as liquidated damages, a sum of money equal to 100 percent of the full price of the Exhibitor's booth space. In the event of such default by the Exhibitor, as set forth in the previous sentence, the Exhibitor shall have no further right to use any of the purchased booth space and shall pay to PE Events LLC as liquidated damages, the amount set forth above, regardless of whether or not PE Events LLC enters into a further sale of the space involved. Exhibitor and PE Events LLC agree that: (a) the damages suffered by PE Events LLC in the event that Exhibitor cancels without approval by the PE Events LLC's Board are difficult to calculate, for reasons, including, but not limited to, the uncertainty, at the time of cancellation, of whether the cancelled booth space can be resold and the associated booth space sale rates; (b) the above formula is a reasonable estimate of such damages; and (c) the liquidated damage charges do not constitute a penalty.

6. Indemnification. Exhibitor shall indemnify, hold harmless and defend the Show and the Exhibit Facility and, their respective directors, agents and employees from any and all losses, claims, liability, damage, action, judgment recovered from or asserted against them, or other expense (including, without limitation, attorneys' fees and expenses) arising out of or relating to 1) the Exhibitor's use of the Exhibit Facility; 2) the conduct of Exhibitor's business or from any activity, work, or events which may be permitted or suffered by Exhibitor in or about the exhibit and the Exhibit Facility; 3) from any breach or default in the performance or any obligation on the Exhibitor's part to be performed under any provision of this Show contract; 4) Exhibitor's failure to comply with any applicable law or regulation; or 5) from any negligence of Exhibitor or any of its agents, contractors, employees, or invitees, including but not limited to the use of patented, trademarked or copyrighted materials, equipment, devices, processes, or dramatic rights furnished to or used by Exhibitor, or other persons in connection with the exhibit and the Exhibit Facility. The terms of this provision shall survive the termination or expiration of this Show contract.

7. Insurance. It shall be the Exhibitor's obligation to secure, maintain and furnish all insurance necessary and provide to Sponsor evidence of compliant commercial general liability insurance against claims for bodily injury or death from property damage occurring in or upon or resulting from the Exhibitor's use of the Exhibit Facility. Requirements that Exhibitor must comply with are as follows: current Commercial General and product liability insurance of \$1,000,000 per occurrence. \$2,000,000 dollars annual aggregate. Workers compensation insurance for statutory benefits and Employers Liability. Food Processing Suppliers Association shall be named as an additional insured and Exhibitor shall provide Sponsor with a certificate(s) evidencing insurance coverage compliant with the requirements outlined in this Show contract.

8. Sublease/Co-Exhibitors. Exhibitors may not assign or sublet their space assignment with another business or firm without prior written approval from Sponsor. Approved co-exhibitors will incur a fee of \$1,500 (USD) to share the space of the primary exhibitor. This fee provides the co-exhibitor with 2 complimentary exhibitor badges for exhibit hall access and their own company listing in the online exhibitor search, print directory, and mobile app.

9. Installation and Dismantling Personnel. Each Exhibitor may provide their own exhibit furnishings, and may specify their own independent contractor for the installation and dismantling of the exhibit. Exhibitors must notify Sponsor in writing before March 15, 2023 of its intent to use the services of contractors other than those selected by Sponsor. Exhibitor is responsible for ensuring that any Exhibitor appointed contractor supply Sponsor with a valid Certificate of Insurance naming the Sponsor, Exhibit Facility and GES as additional insured with a minimum of \$2,000,000 liability coverage, including property damage.

10. Exhibits and Installation. Target move-in dates are published in the online exhibitor service manual. Installation at McCormick Place will depend on the location of Exhibitor's space assignment. All displays must be fully installed by 10:00 p.m. Monday October 22, 2023.

11. Display Heights. Display material (including show cases, display or storage cabinets, electrical fixtures, wire, conduits, etc.) and equipment must adhere to the 2023 Show Rules outlined on the SHOW website and in the Exhibitor Service Kit.

12. Positioning Equipment within Exhibit Space. Machinery may be displayed in its normal, commercial

form anywhere in the booth, provided it does not obstruct sight lines of neighboring exhibitors.

13. Equipment Demonstrations and/or Entertainment. The Exhibitor is solely liable for the operation of all displays and agrees to indemnify, defend and hold Sponsor, its officers, directors, volunteers, employees, guests, invitees, and agents harmless from any and all claims of liability arising out of Exhibitor's exhibit, demonstrations and the like. The terms of this provision shall survive the termination or expiration of this Show contract.

14. Exhibitor Functions. Show policy prohibits Sponsors from scheduling functions during Show hours. Show policy also prohibits product displays in hotel suites and locations other than the Exhibitor's space assignment in the Exhibit Facility. Any violation of this requirement will result in the termination of this Show Contract. If the Exhibitor has a function in an official Show hotel, signs for that function may be placed in the public space of that hotel only. No Exhibitor signs may be placed in any other official Show hotel for any other reason.

15. Cameras and Filming. Registration and attendance at or participation in the Show or Sponsor meetings and other activities constitutes an agreement by the Exhibitor on behalf of its employees, agents and contractors to Sponsor's use and distribution (both now and in the future) of the image or voice of Exhibitor, its employees, agents and contractors in photographs, videotapes, electronic reproductions, or audiotapes of such events and activities. The only photography, videotaping or electronic recording of any exhibit or equipment in the Show exhibit halls which may take place is by the Exhibitor photographing or recording his/her own exhibit or equipment. Any exhibitor taking photographs or videotape of another's exhibit or product without permission of the exhibiting company must relinquish the film or digital media upon request by Sponsor; Sponsor shall dispose of the film or digital media one year after being relinquished.

16. Dismantling. Exhibitors may not begin dismantling their booths in preparation for removal prior to the official closing time of 3:00 pm on the final day of the show. All exhibits must be dismantled by 11:59 pm of the following day. Any exhibitor with displays or materials left within the booth without instructions will be packed and shipped at the discretion of Sponsor, and all charges will be applied to the Exhibitor plus applicable administrative fees.

17. Force Majeure and Cancellation. In the event of fire, disaster, terrorism, threat of terrorism, civil disturbance, government or travel advisories, lockdowns, shutdowns, or other restrictions, hazardous weather, act of God, infectious disease, strike, war, acts of war, venue unavailability, or any other unforeseen occurrence that, in the sole opinion and discretion of PE Events LLC, renders the fulfillment of this contract commercially unreasonable, including commercially unreasonable financial impact to PE Events LLC, PE Events LLC will have the following options exercisable in its sole discretion upon notice to the Exhibitor ("PE Events LLC Notice of Election of Option"): (1) postpone the show to scheduled future date(s) in which case the Exhibitor's contract will be automatically amended to be applicable to those dates, including use of assigned space under the contract's rules, regulations, terms, and conditions, without any right of cancellation or refund by or to the exhibitor; or (2) cancel the currently scheduled show in which case PE Events LLC will retain an administrative fee of 10% and refund the remaining balance to the Exhibitor, regardless of whether PE Events LLC later holds an edition of the show at a later time. The remaining balance shall be refunded within forty five days of the date of the PE Events LLC notice to the Exhibitor, the refund to the Exhibitor will be for exhibit booth rental, sponsorship packages (if applicable) and pre-paid drayage only. In the unlikely event a show must be closed for force majeure during the actual event dates, PE Events LLC will prorate an amount of exhibit booth rental fee based on the duration of the show. Those funds will be transferred to the next edition of the show in accordance with item 1 above if PE Events LLC intends to hold a next edition or refunded to Exhibitor less prorated expenses in accordance with item 2 above if PE Events, LLC elects not to then schedule a future edition of the show. Except for the aforesaid rights and remedies, Exhibitor shall have no other claims or rights to damages against PE Events, LLC arising out of a force majeure event, including, but not limited to, claims and damages for additional, unplanned or other expenses of the Exhibitor, Exhibitor waives all such claims. The information contained in PE Events LLC marketing materials is preliminary and is subject to change.

18. Exhibition Rules and Regulations. The Sponsor reserves the right to make changes, amendments and additions to the rules at any time, and all changes, amendments and additions so made shall be binding on the exhibitor with the provision that all exhibitors will be advised of any such changes. Sponsor shall have the final determination, interpretation, and enforcement of all rules, regulations, and conditions governing exhibitors. Upon any violation of the Show's rules by the Exhibitor, Sponsor is entitled to exercise all rights available to it, including those set forth in Section 1 above and removal of the Exhibitor from the Show for its duration should a violation occur during the Show. All matters and questions not specifically covered by this Show contract are subject to the decision of Sponsor and those decisions will be final.

19. Security. Exhibitors are required to provide and to pay for security of their exhibit. Sponsor will provide crowd control admittance security. Exhibitors are encouraged to budget and make security arrangements for valuable or sensitive items. Sponsor is not liable for any loss or damage to Exhibitor's property no matter how or by whom caused.

20. Damage to Property. Exhibitor is liable for any damage caused to the Exhibit Facility building floors, walls or columns, or to standard booth equipment, or to another exhibitor's property. Exhibitor may not apply paint, lacquer, adhesives, stickers or other coating to building columns and floors or to standard booth equipment.

21. Booth Accessibility. Exhibitors shall be responsible for compliance with the Americans with Disabilities Act of 1992 with regards to their booth space, including, but not limited to wheelchair access and alternate formats of collateral materials. Further information regarding ADA compliance is available at www.usdoj.gov/crt/ada/infoline.htm.

22. Limitation of Liability. In no event shall the exhibit facility, sponsor, and their owners, managers, officers or directors, agents, employees, independent contractors, subsidiaries and affiliates (collectively "Sponsor parties") be liable to the exhibitor or any third party hired by or otherwise engaged by the exhibitor for any lost profits or any other indirect, special, punitive, exemplary, incidental or consequential damages, including attorneys' fees and costs, arising out of this application and agreement or connected in any way with use of or inability to use the services outlined in this application and agreement or for any claim by Exhibitor, even if any of the Sponsor parties have been advised, are on notice, and/or should have been aware of the possibility of such damages. Exhibitor agrees that the Sponsor parties' sole and maximum liability to Exhibitor regardless of the circumstances shall be the refund of the space rental fee. Exhibitor agrees to indemnify and defend the Sponsor parties from any claims brought by a third party hired by or engaged by the Exhibitor for any amount beyond the space rental fee. Further, Exhibitor agrees to pay all attorney's fees and costs incurred by Sponsor parties arising out of or in any way related to this Show contract and its space assignment. Exhibitor shall be solely responsible for its attorney's fees and costs.

23. Governing Law/Jurisdiction. This Agreement shall be governed by and construed under the laws of the State of Delaware (excluding its conflicts of law rules). Any controversy, claim or dispute arising out of or relating to this Agreement shall be brought exclusively in any court of competent jurisdiction in the State of Delaware without a jury.

24. Entire Agreement. This Show contract, together with the 2023 Show Rules outlined on the Show website and in the Exhibitor Service Kit, constitutes the entire agreement between Sponsor and Exhibitor. It may not be modified orally, by phone or by email. It may be modified only in writing and signed by Sponsor.