

PMA Official Exposition Rules & Regulations

1. Definitions

The words "Exposition Management" as used herein shall mean Produce Marketing Association, or its officers or committees or agents or employees acting for them, in the management of the Exposition.

"Exhibitor" shall mean the exhibitor or sponsor to the Event who completed the Booth Sales Agreement. "Exhibitor Representatives" shall mean persons who are officers, agents, employees, or representatives of the Exhibiting Company.

2. Eligible Exhibits

Exhibitors are limited to companies whose products and services are of specific interest to attendees. Produce Marketing Association has the right to determine eligibility of a company or product for inclusion and may reject any or all applications. Produce Marketing Association may prohibit, move, close, correct, remove or eliminate an exhibit or any part of an exhibit that it determines is not suitable to, or in keeping with, the Show's character.

3. Additional Functions

No Exhibitor or group of Exhibitors may organize or convene meetings, host cocktail parties, or similar functions other than in their display space during the scheduled times of the event without prior written approval from Produce Marketing Association.

4. Admittance During Show and Non-show Hours

Produce Marketing Association has sole control over the admissions policy and the sole right to refuse admission. During non-show hours, Exhibitor Representatives who are properly credentialed are permitted on the show floor during the designated move-in and move-out periods. Exhibitors having special needs requiring additional time must obtain the necessary passes from Produce Marketing Association.

5. Booth Construction

Booths must comply with the Produce Marketing Association booth display guidelines and the Convention Center rules and regulations as outlined in the Exhibitor Service Kit for the current show. Some booth structures, such as multi-level booths, may require approval from the city fire marshal. All booth structures must be set-up/torn down

during the installation and dismantle dates/times specified in the Exhibitor Service Kit. Produce Marketing Association reserves the right to make allowances to booth construction guidelines.

6. Booth Decoration

The Produce Marketing Association shall have full discretion and authority in the placing, arrangement and appearance of all items to be displayed within the Exposition by Exhibitors. Background surfaces and side dividers must have finished exposed surfaces. Produce Marketing Association shall instruct the decorator to finish any unfinished surfaces. Produce Marketing Association shall not be liable for any costs associated with changes herein. All companies wanting to display helium balloons must notify show management 30 days prior to show move-in. Helium balloons may be displayed only if they are a product of the exhibiting company and are securely anchored to the display. Helium tanks are not allowed on the show floor when not in use.

7. Booth Representatives

Exhibitor booth representatives must be a minimum of 18 years old. They must wear name badges provided by Produce Marketing Association at all times and booths must be staffed during the published hours. All Exhibitors' staff other than those working in the booth must register as attendees to attend the show. Exhibiting companies will be responsible and liable for the activities and actions of everyone working in their designated booth space. Individuals who behave in a manner deemed unprofessional or inappropriate by Produce Marketing Association will be asked to leave and Produce Marketing Association will not be liable for damage of any kind if such action results in the booth being unattended.

8. Exhibitor Cancellation

Cancellations will be honored only when presented in writing by the date provided by Produce Marketing Association. After that date, the Exhibitor is responsible for payment of all invoiced fees. Produce Marketing Association reserves the right to cancel this agreement at any time, if it learns that the exhibitor has made any material false or misleading statement, has omitted any

material information in obtaining this contract, or has violated any of the terms and conditions of this agreement. No refunds will be made in the event of cancellation by Produce Marketing Association.

9. Event Cancellation

Should the exposition be cancelled, postponed, curtailed, removed to an alternative premises or abandoned due to an act of God, war, terrorism, government regulation, disaster, infectious disease, fire, strike, civil disorder, curtailment of transportation or other similar cause beyond the control of Produce Marketing Association making it illegal, inadvisable or impossible to hold the convention, the limit of claim for damage and/or compensation by the exhibitor shall be limited to the exhibitor's proportionate amount recovered by Produce Marketing Association under its Convention Cancellation Insurance policy at the discretion of PMA. The exhibitor's recovery shall not exceed the amount paid in space rental. Any Booth with a balance due after the published deadline is subject to release and Fresh Summit badges will not be mailed.

10. Default of Occupancy

Exhibitors failing to occupy contracted space are not relieved of obligation to pay full space rental fees. Exhibition Management has the right to claim any space not occupied by 5:00 p.m. on Thursday and to reassign or use such space in any way without releasing original Exhibitor from his contracted obligations. Early tear down of exhibit structure will be considered a default in occupancy and could result in forfeiture of priority points.

11. Rejected Displays

The Exhibitor agrees that this exhibit shall be admitted and shall remain from day to day solely in strict compliance with the rules herein laid down. The Produce Marketing Association reserves the right to reject, eject or prohibit any exhibit in whole or in part, or any Exhibitor or his representatives. If an exhibit or Exhibitor is ejected for violation of these rules or for any other stated reasons, no return/refund of rental fees shall be made.

12. Use of Space, Subletting

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No Exhibitor shall assign, sublet, or share their allotted space with a business or firm with whom they have no previously established contractual affiliation. Exhibitors may only exhibit and promote products and/or services that are their own, those of a parent or subsidiary company, or those of companies with whom they have an established contractual partnership for distribution and/or marketing. Should an article of a non-exhibiting firm be required for operation or demonstration in an Exhibitor's display, identification of such article shall be limited to the usual regular nameplates, imprint or trademark under which same is sold in the general course of business. Departments or ministries of agriculture, other domestic and foreign organizations, and promotional and commodity boards may permit industry-related organizations located within their region, state, or country to occupy their rented exhibit space. The contracting organization assumes total responsibility that everyone in the booth(s) follow all show rules and policies, as well as, total liability for anything related to the booth(s). Produce Marketing Association reserves the right to determine eligibility of any product and/or exhibit for inclusion in the Exposition.

13. Exhibitor Identification in Official Show Guides

Exhibiting companies may be identified in any PMA online or printed listing with their own company name and/or one affiliated brand. Exhibitors who wish to include a logo for their company as well as their brand in the online listing must submit logo's in one file. Exhibitors who have more than 100 sq. ft. of space and wish to publish additional affiliated company/ brand names must meet the requirements outlined in the Use of Space section of the Official Rules and Regulations and must submit an Associated Company Form to Produce Marketing Association. Associated Company listings may include one name only, either the affiliated company name or the affiliated brand name per each additional 100 sq. ft. of contracted space. Produce Marketing Association reserves the right to determine eligibility of companies submitted on the Associated Company Form.

14. Exhibitor Appointed Contractors

Exhibitor may, with prior written approval by Produce Marketing Association, hire outside contractors for installation and dismantling of booths. Exhibitors must employ members of appropriate trade unions where required. Exhibitors must ensure Exhibitor Appointed Contractor applications are completed and submitted with proof of general liability insurance to Produce Marketing Association.

15. Priority Point System

Priority points can be accrued only by the company that has contracted booth space directly with Produce Marketing Association. No affiliated group or complimentary booth space is eligible for priority points.

16. Alcohol, Food & Beverages

While Produce Marketing Association takes all commercially reasonable measures to provide access to resources to handle food safely (i.e. water and sinks), Exhibitors are responsible for ensuring that food sampling is handled according to the PMA Onsite Food Sampling Guidelines provided in the Exhibitor Service Kit. With written permission from Produce Marketing Association, Exhibitors are permitted to serve alcoholic beverages within the confines of their space.

17. Noise, Odor & Lights

Exhibitors must confine all activities to their booth during show hours. If audio visual equipment is used, the Exhibitor agrees to comply with any union requirements for the operation of the equipment. Sound devices must be operated so as not to disturb other Exhibitors and not exceed 80 dB and read on the "A" scale of a sound level meter. Produce Marketing Association reserves the right to determine acceptable sound levels. Exhibitors are responsible for obtaining all necessary copyrights or licenses to use copyrighted materials. Objectionable odors in the opinion of the Produce Marketing Association will not be permitted. No flashing signs or signs involving the use of neon or similar gases will be permitted. Exhibitors who have received two warnings and continue will have their entertainment/demonstration shut down for the day.

18. Costume Promotions, Soliciting & Retail Sales

Booth representatives wearing distinctive costumes, carrying banners or signs separately, or as part of their apparel, must remain in their booth. This includes the distribution of samples, emblems, and/or characters on any official badge. Demonstrations and discussions are limited to the booth space only. Exhibitors must not place equipment for display or demonstration in such manner as to cause observers to gather in the aisles. Clothing may not be lewd, obscene, indecent, sexually degrading or otherwise inappropriate. Produce Marketing Association shall be the sole judge of whether clothing is permissible or not. Individuals who behave or dress in a manner deemed unprofessional or inappropriate by Produce Marketing Association will be asked to change or leave and Produce Marketing Association will not be liable for damage of any kind if such action results in the booth being unattended. Sales at retail, for delivery to purchaser on Exposition premises, are prohibited.

19. Photography

Photography and camera equipment are strictly prohibited on the show floor without written permission from Produce Marketing Association and/or the exhibitor. Produce Marketing Association reserves the right to review and delete any unauthorized photos and/or confiscate any digital camera, camera phone or other photography equipment and will not be held liable for such actions.

20. Safety Devices & Fire Protection

Exhibitors are fully responsible for complying with national, state, and city regulations in provision and maintenance of adequate safety devices and conditions to operate machinery and equipment. Multi-level and single booths having over 100 square feet of roofed area must supply a design plan to the City Fire Marshal as soon as possible for approval. Flammable devices, fluids, decorations or display fixture coverings are prohibited. Fabrics, decorative materials, table covers or risers shall be flameproof and subject to Fire Marshal inspection. All cooking procedures must conform to the rules & regulations of the facility management and the Fire Marshal. Fire hose cabinets, service entrances and exit signs must be accessible and in full view. Smoking is not permitted.

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21. ADA Compliance

Exhibitor represents and warrants: (1) the exhibit will be accessible to the full extent required by law; (2) that its exhibit will comply with the Americans with Disabilities Act (ADA) and with any regulations implemented by the Act; (3) that it shall indemnify and hold harmless and defend Produce Marketing Association from and against any and all claims and expenses including reasonable attorneys fees and litigation expenses that may be incurred by or asserted against Produce Marketing Association on the basis of the Exhibitor's breach of this paragraph or noncompliance with any of the provisions of the ADA.

22. Damage to Property

Exhibitors are liable for any damage caused by them or their agents to the venue, property of Produce Marketing Association and/or any other Exhibitors. This includes damage caused by fastening displays or fixtures to the building floors, walls, or columns. Exhibitors may not apply paint lacquer, adhesive or any other coating to building columns.

23. Event Closing

All of Exhibitor's booth and other items must be removed, at their expense, from the building at the end of the event no later than the time published by Produce Marketing Association. Exhibitors will be liable for storage and handling charges resulting from failure to remove materials at the end of installation and dismantling periods.

24. Indemnification

24.1 Exhibitor agrees to indemnify, defend and protect Produce Marketing Association and the Convention Center and hold them harmless from any claims, demands, suits, liability, damages, loss, costs, attorney fees and expenses of whatever kind which result from any action, or failure to act, or negligence by the Exhibitor or any officers, agents, employees and representatives, including but not limited to claims of personal injury, damage, or loss of property. Exhibitor will not make any claim against Produce Marketing Association for damage or destruction of goods; nor injury to them, their employees or attendees as a result of negligence; nor for damage of any nature including that to business by reason of failure to provide space for their exhibitor, nor

for any action or negligence of Produce Marketing Association; nor for the failure to hold the Event as scheduled. Neither Produce Marketing Association, the Convention Center, nor any officer, agent, employee or other representative shall be accountable or liable for, and the same are hereby released from accountability for any damage, loss, harm or injury to person or any property of the Exhibitor or any of its officer, agents, employees or other representatives resulting from theft, fire, water, accident or any other cause and neither Produce Marketing Association, nor the Convention Center will obtain insurance against any such damage, loss, harm or injury.

24.2 Exhibitor assumes all risks associated with, resulting from, or arising in connection with, attendance at the Event and/or participation in Event-related activities, including, without limitation, all risks of theft, loss, harm, damage, illness or sickness (including those caused by infectious or communicable disease such as COVID-19, H1N1, or other illness or sickness caused by viruses), or injury to the person (including death) or property damage, whether caused by negligence, intentional act, accident, act of God, or otherwise, and whether occurring before, during or after the Event, as the case may be. The registrant also agrees that neither PMA nor its agents, officers, directors, members, contractors or employees shall be liable for illness, sickness or injuries to the person (including death) or loss or damage to property resulting from, occurring at or arising out of the Event or any Event-related activities or for any indirect, incidental, consequential, special, punitive or exemplary damages; and releases and discharges such persons and entities from, and covenants not to sue such persons and entities with respect to, any and all risks, injuries, losses, damages and liabilities described herein.

25. Insurance

Exhibitors and their Appointed Contractors shall obtain adequate insurance against loss, damage or destruction of property, no less than \$1 million commercial general liability insurance, including a broad form endorsement and will waive subrogation against PMA, Convention Center or their representatives. Exhibitor and Exhibitor Appointed Contractor shall name PMA, GES, and the Convention Center on their certificate

of insurance and provide Produce Marketing Association with a copy.

26. Co-ordination with Lease

Exhibitor hereby agrees to indemnify, defend and hold harmless Produce Marketing Association to the same extent that Produce Marketing Association may be obliged to indemnify the Convention Center as lessee or licensee of the exhibit hall or space. If there are any inconsistencies between Produce Marketing Association's lease or license for the exhibit hall or space and this agreement, the terms of the lease or license shall govern. If there are additional rules, regulations or terms or conditions that Produce Marketing Association must comply with under its lease or license, to the extent they may be applicable to the Exhibitor's booth, those additional rules, etc. are hereby incorporated herein by reference and the Exhibitor agrees to comply with them.

27. Attorney Fees

The Exhibitor agrees to pay any fees, including attorney fees associated with any dispute with Produce Marketing Association or the Convention Center.

28. Jurisdiction

If any legal action is brought to enforce this agreement, venue will be in New Castle County, Delaware, USA and the laws of Delaware shall apply. Exhibitors must comply, at their expense, with all local, state and federal laws, rules, regulations & ordinances in force.

29. Data Protection

29.1. Each party acknowledges and agrees that it is responsible for its own processing of personal data in connection with this Contract, including, without limitation, any processing of personal data pursuant to a Data List (as defined in Condition 29.2) (and, where applicable, the parties agree that each party acts as a data controller for the purposes of the General Data Protection Regulation (Regulation (EU) 2016/679)). Each party shall: (i) only process personal data in compliance with, and shall not cause itself and/or the other party to be in breach of, Data Protection Law, and (ii) act reasonably in providing such information and assistance as the other party may reasonably request to enable the other party to comply with its obligations under

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Data Protection Law. If either party becomes aware of a Reportable Breach relating to the processing of personal data in connection with this Contract, it shall: (i) provide the other party with reasonable details of such Reportable Breach without undue delay, and (ii) act reasonably in co-operating with the other party in respect of any communications and/or notifications to be issued to any data subjects and/or supervisory authorities in respect of the Reportable Breach. If either party receives any communication from any supervisory authority relating to the processing of personal data in connection with this Contract, it shall: (i) provide the other party with reasonable details of such communication, and (ii) act reasonably in co-operating with the other party in respect of any response to the same. Organizer collects, uses and protects personal data in accordance with its privacy policy, which can be found here: <https://www.pma.com/about-pma/privacy-policy>. Exhibitor understands that contact information provided in the booth

application will be shared with official show contractors and used to distribute logistical information related to the show. By submitting the application, booth contacts are agreeing to receiving these emails.

29.2. Without prejudice to the generality of Condition 29.1, Client acknowledges and agrees that if it receives any list containing personal data from Organizer as part of the Package (a Data List), it shall: (i) keep the Data List confidential and not disclose it to any third party, (ii) only use the Data List for the purpose of making an initial approach to contacts on the Data List in response to their engagement with Client's products and/or services as facilitated by the Package, (iii) securely delete or put beyond use all or any part of the Data List upon Organizer's reasonable request or by such time as is required by Data Protection Law, whichever is earlier, and (iv) provide Organizer with reasonable details of any enquiry, complaint, notice and/or other communication it receives from any

supervisory authority relating to Client's use of the Data List, and act reasonably in co-operating with Organizer in respect of Client's response to the same. Client acknowledges and agrees that Organizer shall only be obliged to provide Client with all or any part of a Data List to the extent that it is legally permitted to do so and Organizer shall not be liable if the volume of personal data provided to Client is less than anticipated as a result of Organizer's compliance with Data Protection Law.

30. Agreement to Rules

Each Exhibitor, for himself, and his employees, and agents, agrees to abide the foregoing rules and regulations and by any amendments or additions thereto that may hereafter be established or put into effect by Produce Marketing Association. Any matters not specifically addressed shall be subject solely to the decision of Produce Marketing Association

