

APPLICATION AND CONTRACT TERMS AND CONDITIONS—NAFCD + NBMDA ANNUAL DISTRIBUTOR CONVENTION

This Application and Contract to participate in the NAFCD + NBMDA Annual Distributor Convention (“Event”) at The Hyatt Regency Chicago (“Facility”) over November 4-6, 2025 including but not limited to move-in and move out dates “Event Dates” shall become effective when it has been submitted by the exhibiting company and accepted by the North American Association of Floor Covering Distributors (NAFCD) and North American Building Material Distribution Association (NBMDA). The individual signing this Application and Contract represents and warrants that he/she is duly authorized to execute this binding Application and Contract on behalf of the exhibiting company. By signing below, the exhibiting company agrees to be bound by the terms and conditions below. The exhibiting company agrees that upon acceptance of this Application and Contract by NAFCD + NBMDA, with or without appropriate payment of the exhibition fee and further action by the exhibiting company, this Application and Contract, together with the terms and conditions below, (collectively “this Contract”) shall become a legally binding contract between NAFCD + NBMDA and exhibiting company (“Exhibitor”).

1. SHOW MANAGEMENT

Smithbucklin will serve as manager of the Event’s trade show (“Show”). Smithbucklin is responsible for assignment of tabletop exhibit booth space, exhibit logistics and collection of exhibitor payment. Smithbucklin acts as a liaison between exhibitors, North American Association of Floor Covering Distributors (NAFCD) and North American Building Material Distribution Association (NBMDA) and all official show contractors. If you have any questions about your tabletop exhibit booth, contact Smithbucklin directly.

Smithbucklin

330 N. Wabash Ave.
Ste. 2000
Chicago, IL 60611 USA
Phone: 800-383-3091 or 888-747-7862
Email: exhibitors@distributorconvention.org

2. ELIGIBILITY CRITERIA FOR EXHIBITORS (Including Products Eligible for Exhibit Space)

See sales team with any questions

3. TABLETOP EXHIBIT RENTAL FEE

10x10 Tabletop Booth - \$5,275
10x20 Tabletop Booth - \$10,550
First Time Exhibitor 10x10 Tabletop Booth - \$4,505
First Time Exhibitor 10x20 Tabletop Booth - \$9,010
Non-Members 10x10 Tabletop Booth - \$9,895

For purposes of this Contract, the amount of the rental cost associated with the booth selected by Exhibitor is referred to as the “Exhibit Booth Fee.”

4. ASSIGNMENT OF SPACE

All Contracts received will be assigned on a first-come, first-served basis.

Sponsor/Exhibitor should frequently review its space location and changes to neighboring booths/areas for updates to the Cottages. It is the Sponsor/ Exhibitor’s responsibility to keep up with changes to their assigned area. NAFCD + NBMDA anticipates alterations to the initial plan and cannot be held responsible for changes that may affect a participating Sponsor/Exhibitor’s selection of space.

If an Exhibitor is acquired by another exhibitor after their initial space selection, the acquired exhibitor can move to the acquiring exhibitor’s booth without any financial liability. Alternatively, the acquired exhibitor may retain its contracted space to exhibit its own products and also may display the company name of the acquiring exhibitor but not the acquiring exhibitor’s products.

Exhibitor should frequently review its space location and changes to neighboring booths/areas for updates to the floor plan. It is the Exhibitor's responsibility to keep up with changes to their assigned area. NAFCD + NBMDA anticipates alterations to the initial plan and cannot be held responsible for changes that may affect a participating Exhibitor's selection of space.

NAFCD + NBMDA will maintain a waitlist for any Exhibitor who wishes to be placed in a different booth location after their initial selection. To be added to the waitlist, Exhibitor shall submit a written request, including the requested size of space to exhibitors@distributorconvention.org. Exhibitors are added to the waitlist on a first-come, first-served basis based on date and time of email receipt by NAFCD + NBMDA.

NAFCD + NBMDA reserves the right to change Event hours or dates, to rearrange the floor plan, and/or to relocate any Exhibitor as it deems necessary at any time.

5. PAYMENTS, CANCELLATIONS & REFUNDS

Exhibitors participating in onsite space selection must remit full payment of the total Exhibit Booth Fee by March 1, 2025. Notwithstanding the foregoing, a Contract submitted on or after onsite space selection, October 24, 2024 must be accompanied by full payment of the Tabletop Exhibit Booth Fee at the time of submission. **If payment is not received by July 1, 2025 tabletop exhibit booth space selected during space selection will be released.**

A Contract will not be processed, nor space assigned, without the required Exhibit Booth Fee payments. Credit card payments can be made online using American Express, Discover, MasterCard or Visa. Checks must be payable to your respective organization, NAFCD or NBMDA and can be remitted to the address provided at the bottom of your invoice.

For ACH/wire payments, please email exhibitors@distributorconvention.org for remittance instructions.

NAFCD + NBMDA reserves the right to hold or revoke Exhibitor badges for any Exhibitor with an unpaid balance and to instruct all official show contractors to deny goods and services.

6. CANCELLATION OF FULL OR PARTIAL SPACE BY EXHIBITOR

Cancellation of tabletop exhibit space must be directed via email to exhibitors@distributorconvention.org, provided that the cancelling Exhibitor obtains confirmation of NAFCD + NBMDA's receipt of the email on or before the cancellation deadline.

For cancellations of space received between the initial space selection and July 24, 2025, Exhibitor is responsible for, and NAFCD + NBMDA shall be entitled to retain, 50% percent of the total Exhibit Booth Fee as a cancellation fee. Should an Exhibitor cancel a portion of its space between initial space selection and July 24, 2025, Exhibitor is responsible for, and NAFCD + NBMDA shall be entitled to retain, 100% percent of the total Exhibit Booth Fee as a cancellation fee.

Full payment is required and no refunds whatsoever will be made on cancellations or reductions of space on or after July 24, 2025. Should an Exhibitor cancel even partial space on or after July 24, 2025, the Exhibitor is responsible for the full Exhibit Booth Fee for the originally contracted tabletop exhibit space.

Notwithstanding the foregoing, Exhibitor will have no right to cancel all or any portion of assigned tabletop exhibit space or this Contract subsequent to NAFCD + NBMDA's cancellation of the Event pursuant to Section 7.

7. CANCELLATION OR CHANGES TO THE ANNUAL DISTRIBUTOR CONVENTION BY NAFCD + NBMDA

If for any reason beyond NAFCD + NBMDA's control NAFCD + NBMDA determines that The Annual Distributor Convention must be cancelled, shortened, delayed, dates changed, or otherwise altered or changed, Exhibitor understands and agrees that NAFCD + NBMDA shall not refund any amounts Exhibitor paid towards the Exhibit Booth Fee and that all losses and damages that it may suffer as a consequence thereof are its responsibility and not that of NAFCD + NBMDA or its directors, officers, employees, agents or subcontractors. Exhibitor understands that it may lose all monies it has paid to NAFCD + NBMDA for space at the Event, as well as other costs and expenses it has incurred, including travel to the Event, setup, lodging, decorator freight, employee wages, etc.

Exhibitor, as a condition of being permitted by NAFCD + NBMDA to be an Exhibitor in the Event, agrees to indemnify, defend and hold harmless NAFCD + NBMDA, its directors, officers employees, agents and subcontractors from any and all

loss which Exhibitor may suffer as a result of Event cancellation, duration, delay or other alterations or changes caused in whole, or in part, by any reason outside NAFCD + NBMDA's control. The terms of this provision shall survive the termination or expiration of this Contract.

8. ELIGIBILITY TO EXHIBIT

NAFCD + NBMDA reserves the right to determine the eligibility of any exhibitor for inclusion in the Event and to prohibit an exhibitor from conducting and maintaining an exhibit if, in the sole judgment of NAFCD + NBMDA, the exhibitor or exhibit or proposed exhibit shall in any respect be deemed unsuitable. Exhibitor's eligibility to exhibit in the Event must remain in effect from the time of submission of the Contract to the time of the Event and should NAFCD + NBMDA determine that Exhibitors no longer eligible to exhibit at the Event (though previously deemed eligible), NAFCD + NBMDA may notify the Exhibitor and may terminate this Contract without liability upon written notice to Exhibitor.

9. SUBLETTING OF EXHIBIT SPACE PROHIBITED

Exhibitor is prohibited from assigning or subletting a booth or any part of the space allotted to it nor shall it exhibit or permit to be exhibited in its space any products or advertising materials which are not a part of its own regular products, or which are not compatible with the purpose and/or character of The Annual Distributor Convention as determined by NAFCD + NBMDA in its sole discretion.

10. PROMOTIONAL ACTIVITIES

Further, Exhibitor shall not engage in any promotional activities which NAFCD + NBMDA determines to be outside the purpose and/or character of The Annual Distributor Convention as determined by NAFCD + NBMDA in its sole discretion.

11. RETAIL SALES

No retail sales, where payment is received and product delivered, are permitted in the exhibit hall of the Event ("Exhibit Hall") at any time. Payment and/or orders may be taken for future delivery.

12. INTELLECTUAL PROPERTY MATTERS

The Exhibitor represents and warrants to NAFCD + NBMDA that no materials used in or in connection with its exhibit infringe the trademarks, copyrights (including, without limitation, copyrights in music and other materials used or broadcast by Exhibitor) or other intellectual property rights of any third party. The Exhibitor agrees to immediately notify NAFCD + NBMDA of any information of which Exhibitor becomes aware regarding actual or alleged infringement of any third party's trademarks, copyrights or other intellectual property rights. The Exhibitor agrees to indemnify, defend and hold NAFCD + NBMDA, officers, directors, employees, agents, successors and assigns harmless from and against all losses, damages and costs (including attorneys' fees) arising out of or related to claims of infringement by Exhibitor, its employees, agents, or contractors of the trademarks, copyrights and other intellectual property rights of any third party.

Notwithstanding the foregoing, NAFCD + NBMDA, its officers, directors, employees, agents, and each of them, shall not be liable for and expressly disclaims all liability for infringement or alleged infringement of the trademarks, copyrights or other intellectual property of any third party arising out of the actions of any Exhibitors. The terms of this provision shall survive the termination or expiration of this Contract.

13. USE OF NAFCD/NBMDA NAME

NAFCD + NBMDA, The Annual Distributor Convention and Event logo are registered trademarks owned by the NAFCD + NBMDA. Participation by Exhibitor in the Event does not entitle Exhibitor to use such names or logos, except that Exhibitor may reference the Event and use the Event logo with reference to Exhibitor's participation as an exhibitor at The Annual Distributor Convention. Participation in the Event does not imply endorsement or approval by NAFCD + NBMDA of any product, service or participant and none shall be claimed by any participant.

14. SET-UP TIME

Set-up of exhibits begins in the Facility, November 4, 2025, 12:00pm CT. If an exhibit is not set-up by 12:00pm CT, November 5, 2025, NAFCD + NBMDA reserves the right to cancel such space, to re-assign such space to another Exhibitor, or to make such other use of the space as deemed necessary or appropriate (Schedule times subject to change). NAFCD + NBMDA

reserves the right to set-up the exhibit or remove the freight from the booth at the Exhibitor's expense. NAFCD + NBMDA reserves the right to modify move-in/Show Hours/move-out, in which case all Exhibitors will be notified prior to the effective date of such changes. No refund will be made to the original contracting Exhibitor with respect to NAFCD + NBMDA's election of any rights under this Section 14.

15. EVENT HOURS

Wednesday, November 5, 2025 1:00pm – 3:00pm; 4:30pm – 6:00pm

Thursday, November 6, 2025 10:00am – 1:00pm

*Times are subject to change.

16. DISMANTLING OF EXHIBITS

Exhibits are to be kept intact until the closing of the Exhibit Hall on Thursday, November 6, 1:00pm. No part of a tabletop exhibit shall be removed during the Show Hours without special permission from NAFCD + NBMDA. Should Exhibitor begin dismantling its booth before the close of the Exhibit Hall may lose part or all of its priority points and may entirely lose the privilege of exhibiting at future NAFCD + NBMDA events.

All freight must be removed from Facility by Thursday, November 6, 5:00pm. If exhibits are not removed by this time, NAFCD + NBMDA reserves the right to remove tabletop exhibits and charge the expense to Exhibitor and NAFCD + NBMDA shall have no liability for any loss or damage to Exhibitor's exhibit property caused by such removal.

17. BADGES

Exhibitor will be provided (2) complimentary Exhibitor badges per (100) sq. ft. of tabletop exhibit space purchased which include access to Exhibit Hall during move-in, show hours, move-out and Education sessions. Exhibitor badges are for Exhibitor's full and part time employees or contractors. Exhibitor badges and Exhibitor Full Conference badges allow access to the Exhibit Hall during the following move-in, Show Hours and move-out:

Tuesday, November 4, 2025 12:00 pm – 4:30 pm (move-in)

Wednesday, November 5, 2025 8:00 am – 12:00 pm (move-in)

Wednesday, November 5, 2025 1:00 pm – 3:00 pm (Show Day 1 – Exhibit Hall Lunch)

Wednesday, November 5, 2025 4:30 pm – 6:00 pm (Show Day 1 - Welcome Reception)

Thursday, November 6, 2025 10:00 am – 1:00 pm (Show Day 2)

Thursday, November 6, 2025 1:00 pm – 5:00 pm (move-out)

*Times subject to change

Event attendees do not have access to the Exhibit Hall until Wednesday, November 5, 2025, 1:00 pm. Should Exhibitor give its badges to an Event attendee in order for the attendee to gain access to the Exhibit Hall prior to this time may, at the sole discretion of NAFCD + NBMDA, lose part or all of its company's priority points, and may entirely lose the privilege of exhibiting in future NAFCD + NBMDA events. NAFCD + NBMDA reserves the right to give an Exhibit Hall Pass to any Exhibitor or Event attendee in order to grant them access to the Exhibit Hall at any time.

18. MINIMUM AGE FOR ADMISSION

Children under the age of 16 are not permitted in the Exhibit Hall at any time. Any attendees or exhibitors arriving with children under the age of (16) will be denied access to the Exhibit Hall with such children without any exceptions or refunds.

19. EXHIBITOR LIABILITY

Exhibitor remains solely responsible for the safety of its property at all times during transit to and from the Facility and in the Exhibit Hall. Neither NAFCD + NBMDA, its directors, officers, employees, agents, subcontractors, nor Smithbucklin, (collectively "Show Management") are responsible for Exhibitor's property or any loss thereto from any cause.

EXHIBITOR HEREBY WAIVES AND RELEASES ANY CLAIM OR DEMAND IT MAY HAVE AGAINST ANY OF SHOW MANAGEMENT BY REASON OF ANY DAMAGE TO OR LOSS OF ANY OF ITS PROPERTY.

20. INDEMNIFICATION

Exhibitor agrees that it will indemnify, defend and hold Show Management, NAFCD + NBMDA, their respective officers, directors, employees, agents and each of them, harmless from and against a) the performance or breach of this Contract by Application and Contract-In-Person Event Exhibitor

Exhibitor, its employees, agents or contractors; b) the failure by Exhibitor, its employees, agents or contractors to comply with applicable laws, regulations and ordinances; and c) the act, omission, negligence, gross negligence, or willful misconduct of Exhibitor, its employees, agents, contractors, licensees, guests, or invitees. This indemnification of Show Management by Exhibitor is effective unless such injury was caused by the sole gross negligence or willful misconduct of Show Management. Exhibitor agrees that if Show Management or NAFCD + NBMDA is made a party to any litigation commenced by or against Exhibitor, or relating to this Contract or the premises leased hereunder, then EXHIBITOR WILL PAY ALL COSTS AND EXPENSES, including attorneys' fees, INCURRED BY OR IMPOSED UPON SHOW MANAGEMENT OR NAFCD + NBMDA BY REASON OF SUCH LITIGATION. THE TERMS OF THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

21. INSURANCE

Exhibitor is required to maintain and to provide a certificate of insurance to Show Management on or before October 15, 2025 evidencing the following:

- (a) General liability with limits not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate
- (b) Owned (if applicable), hired and non-owned auto liability with limits not less than \$1,000,000 per occurrence
- (c) Workers' compensation with state statutory limits
- (d) Employer's liability with limits not less than \$500,000
- (e) Commercial umbrella liability with limits not less than \$5,000,000
- (f) Personal property and equipment on a special form replacement cost basis

NAFCD + NBMDA, Smithbucklin Corporation and The Hyatt Regency Chicago, are to be listed as additional insureds on a primary and non-contributory basis with respect to general/auto/umbrella liability.

A waiver of subrogation must apply to all policies. All carriers are to maintain an A.M. Best rating of not less than A- VII.

Exhibitor will not be permitted to set up its booth prior to submitting the proper certificates. Certificates should be sent to:
330 North Wabash Avenue, Suite 2000, Chicago, IL 60611
OR EMAIL: exhibitors@distributorconvention.org

22. USE OF SPACE — GENERAL

- (a) Exhibitor is not permitted to display or distribute literature or any promotion outside the confines of its assigned tabletop exhibit space in the Exhibit Hall. Distribution or display of promotional material in public areas of the Facility or meeting rooms is strictly prohibited. NAFCD + NBMDA also reserves the right to remove, at Exhibitor's cost, any promotional material or product deemed by Show Management as not suitable for display at the The Annual Distributor Convention.
- (b) Exhibitor is prohibited from possessing, displaying or depicting any products or components or company names in their booth that could be interpreted as being a promotion or comparison (features, benefits, price etc.) of another company.
- (c) No tabletop exhibit will be permitted that interferes with the use of other exhibits or impedes access to them or impedes the free use of the aisles.
- (d) Distribution by Exhibitor, or its agents, of any printed materials, souvenirs or other articles shall be restricted to the Exhibitor's exhibit space. No noisemakers, helium balloons, lighter-than-air objects, gummed stickers or labels will be permitted as handouts.
- (e) Any special promotions, music or stunts planned by Exhibitor at any time during the Event must be approved with NAFCD + NBMDA. Details should be submitted to Show Management via email to exhibitors@distributorconvention.org at least 21 business days prior to the start of the Event. NAFCD + NBMDA reserves the right to designate specific days and hours during which special promotions and stunts may be conducted, if they are permitted at all.

- (f) NAFCD + NBMDA allows drawings, games of chance and raffles in the Exhibit Hall, subject to the prior written approval of NAFCD + NBMDA. Exhibitor must abide by all Chicago, Illinois statutes and regulations regarding drawings, games of chance and raffles.
- (g) No animals are permitted in the Facility other than service animals.
- (h) Exhibitor must abide by all of the General Policies, Rules, and Regulations of the Facility, a copy of which is included in the Exhibitor Services Manual, made available to Exhibitor in August 2025. The Facility has reserved the right to update, change or amend its rules and regulations after publication in the Exhibitor Services Manual. To obtain a copy of the General Policies, Rules, and Regulations of the Facility prior to publication in the Exhibitor Services Manual Exhibitor may email exhibitors@distributorconvention.org.
- (i) Exhibitor shall be responsible for compliance with the Americans with Disabilities Act. Exhibitor shall indemnify, defend and hold Show Management harmless from any and all claims, costs, expenses or other damages, arising out of Exhibitor's breach of this provision consequences of Exhibitor's failure in this regard. The terms of this provision shall survive the termination or expiration of this Contract. For more information on the Americans with Disabilities Act and how to make tabletop exhibit space accessible to persons with disabilities, please contact:

U.S. Department of Justice ADA, Civil Rights Division Disability Rights Section – NYAV 950 Pennsylvania Avenue, NW
Washington, D.C. 20530 USA phone: +1.800.514.0301 (voice) +1.800.514.0383 (TTY), website: www.ada.gov

- (j) Helium or other compressed gas tanks must be properly secured to prevent toppling. Facility reserves the right to require compressed gas tanks to be removed from the Exhibit Hall during Show Hours. Helium-filled balloons are allowed in the Facility only as a display, and must be fastened to the booth. Balloons may not be given out within the Facility. All lighter-than-air objects must be removed from the Facility at the close of the Event. Facility reserves the right to assess a fee for retrieving any escaped lighter-than-air objects to the Exhibitor.
- (k) The Hyatt Regency Chicago is the only official housing vendor for the Event and other companies may not provide the prices, service and reliability available from The Hyatt Regency Chicago. If you are contacted by ANY company except The Hyatt Regency Chicago about hotel reservations for The Annual Distributor Convention, please inform Show Management at exhibitors@distributorconvention.org. NAFCD + NBMDA shall not be responsible for any damages or costs related to Exhibitor making hotel reservations via an unauthorized solicitation of hotel reservations.
- (l) All booth personnel must be properly and modestly clothed.
- (m) Exhibitor is permitted to serve food and non-alcoholic beverages in its booth during Event Hours. Non-alcoholic beverages do not need to be served by a bartender but all beverages and food must be ordered through the Facility's caterer.
- (n) Exhibitor is permitted to provide alcoholic beverages in its booth during the Exhibit Hall Welcome Receptions on Wednesday, November 5, 2025 4:15 pm – 6:45 pm. Alcoholic beverages served in booths may only be purchased and served by licensed bartenders from the Facility's Food and Beverage Department and must be ordered through the Facility's caterer.
- (o) The Hyatt Regency Chicago, the official in-house caterer and at the Facility is the exclusive provider of food and/or beverage items at the Facility.
- (p) All booth floors must be finished. Exposed concrete is not acceptable. Booth carpet order forms are included in the Exhibitor Services Manual, if applicable.
- (q) Exhibitor, at NAFCD + NBMDA's sole discretion, is prohibited from taking videos and photographs of any booths in the Exhibit Hall, other than their own. Aerial photography, videography or stunts of any kind by an Exhibitor, i.e.

drones, are strictly prohibited. The Exhibitor acknowledges and agrees that the NAFCD + NBMDA, its employees and contractors may take photographs/videos, which could include images of Exhibitor, its name and logo, its representatives and its exhibits while attending the Exhibition. Exhibitor hereby consents to and grants to the NAFCD + NBMDA and its affiliates, the unrestricted, perpetual, worldwide, royalty-free and transferable right and license to use (and grant others the right to use) the images worldwide without any compensation. Exhibitor acknowledges that NAFCD + NBMDA is the sole and exclusive owner of all rights in the images and hereby waives (a) any and all rights in and to such images, and (b) any and all claims Exhibitor and its representatives may have relating to or arising from the images or their use.

- (r) Music in the booth or at any of Exhibitor's function held in conjunction with the Event is subject to applicable copyright and licensing fees. It is the sole responsibility of the Exhibitor to pay applicable fees.
- (s) Hanging signs are not permitted.
- (t) Tabletop Display Rules:
 - a. All exhibit fixtures and booth structures are permitted to a maximum height of 8' in all booths. Exhibitor agrees to abide by these maximum height limits and all other Booth Construction/Display Rules & Regulations included in the Exhibitor Services Manual. To obtain a copy prior to publication in the Exhibitor Services Manual, Exhibitor may email exhibitors@distributorconvention.org.
 - b. Tabletop models or displays must not exceed the height of 4 feet (48") above the table. No display material may extend beyond the width or length of the table.
 - c. No more than two (2) floor standing sample racks or shelving units are permitted within the 10 x 10 display space. More than two (2) floor-standing product sample racks or shelving units are not permitted.
 - d. All furniture must remain inside booth, not in the aisle, blocking foot traffic and thus breaking fire code.
 - e. All pull-up banners or backdrop must be pushed to the back of the booth, not blocking line of sight or neighboring booth.
 - f. Floor standing racks/units/displays must not exceed 8 feet (above back drape).

23. USE OF SPACE — LIGHTS/ AUDIO / VEHICLES ETC.

- (a) No spotlight may be directed toward the aisles or so directed that it proves to be irritating or distracting to neighboring Exhibitors or guests.
- (b) Droplights or special lighting devices must be hung at a level or positioned so as not to prove to be an irritant or distraction to neighboring Exhibitors or guests.
- (c) No strobe light effects are permitted.
- (d) Projectors, computer screens or TV screens must not cause people to block the aisle. Computer screens and TV screens are considered part of the overall booth components and may not protrude into the aisle.
- (e) Loud speakers or operation of equipment, which is of excessive sound volume to be annoying to neighboring Exhibitors or guests is not permitted based on the 80/80 Rule: Any sound that consistently exceeds 80 decibels measured at the edge of an Exhibitor's booth or is clearly identifiable more than 80 feet from that booth is considered objectionable.
- (f) No lighting, fixtures, lighting trusses, or overhead lighting are allowed outside the boundaries of the exhibit space. All lighting should be directed to the inner confines of the booth space. Lighting should not project onto other exhibits or aisles.

24. MEETINGS & DISPLAYS OUTSIDE EXHIBIT AREA

In order to ensure the success of the Event and avoid dilution of benefits extended to all partners, Exhibitor may not extend invitations, call meetings or otherwise encourage absence of other exhibitors/sponsors attendees from any program or other component of the Event during Show Hours or any function sponsored in connect with the Event without prior notice to and approval by NAFCD + NBMDA.

Absolutely no exhibits are permitted outside the Facility. There are to be no displays in hotel rooms, hotel public areas or other facilities or areas contracted or used by NAFCD + NBMDA.

25. HOTEL ROOMS, SUITES & MEETING ROOMS

NAFCD + NBMDA reserves the right to control all suites and meeting rooms in the Facility and in those hotels participating in the NAFCD + NBMDA housing block. These controls have already been set up with each property. The Meeting/ Function Space Application is included In the Exhibitor Console to submit requests for function space, including meeting and hospitality rooms. You also may submit your application for meeting space online in the "For Exhibitors" section of the website. No meetings, private functions, including lunch meetings, or entertainment can be scheduled during Show Hours. No product displays or demonstrations are permitted in meeting rooms. Activities that conflict with the nature of NAFCD + NBMDA Annual Convention are not permitted. Suites and meeting rooms are assigned on a first-come, first-served basis and only to Exhibitors and organizations allied with NAFCD + NBMDA.

26. ATTENDEE LISTS

Attendee lists from the Event are distributed only to exhibiting companies, other official partners and attendees. Please note that Exhibitor and no other individual or organization are authorized to market or to sell attendee lists of NAFCD + NBMDA. Such lists shall only be used for mailings of promotional material relating to Exhibitor's booth at the Event and shall not be reproduced, transferred or used in any other manner. In using such lists for mailings, Exhibitor must ensure compliance with all country, state and local laws and regulations including, but not limited to, the European Union's General Data Protection Regulations (GDPR and the California Consumer Privacy Act (CCPA). The Exhibitor shall indemnify, hold NAFCD + NBMDA, its directors, officers, employees, agents or subcontractors harmless from the performance or breach of this provision by Exhibitor, its employees, agents or contractors. The terms of this provision shall survive the termination or expiration of this Contract.

27. FIRE REGULATIONS

- (a) All materials used in tabletop exhibit booth(s) must be of a non-flammable nature. Electric signs and equipment must be wired to meet the specifications of the Facility and the Chicago Fire Prevention Division.
- (b) If Exhibitor has equipment that produces heat, smoke or open flames as an integral part of product demonstration, Exhibitor must provide ventilation, safety equipment and proper insulation and utility connections meeting all local fire regulations. Under such circumstances, Exhibitor must also receive written approval of plans from the Facility, the Chicago Fire Prevention Division and from NAFCD + NBMDA. A heat producing device form to request approval from the Chicago Fire Prevention Division is included in the Exhibitor Services Manual.
- (c) A complete list of all fire regulations is included in the Exhibitor Services Manual. The Chicago Fire Prevention Division has reserved the right to update, change or amend its rules and regulations after publication in the Exhibitor Services Manual.

28. LABOR RELATIONS

- (a) Full-time employees of an exhibiting firm may install and dismantle their own respective company display, if such work can be completed in less than sixty minutes without the use of mechanized tools. Any outside or additional labor required for installation, dismantle or decorating of displays is to be performed by the Official Service Contractor or by any other party signatory to the International Association for Exposition Management (IATSE), Local 62 under the guidelines established by the International Alliance of Theatrical Stage Employees.

- (b) If Exhibitor intends to use an Exhibitor Appointed Contractor (EAC) to install and/or dismantle their booth, Exhibitor must register their EAC no later than October 14, 2025. An EAC registration form is provided in the Exhibitor Services Manual. An original Certificate of Insurance must be filed with NAFCD + NBMDA in order for any EACs to gain access to the Exhibit Hall. The Facility follows the ESCA (Exhibition Service Contractors Association) Badging System. All EACs are required to wear both a Facility Access Credential and individual Event credential at all times.
- (c) Exhibitor may hand carry its own materials into the exhibit facility. The use or rental of dollies, flat trucks and other mechanical equipment, however, is not permitted. Freeman controls access to the loading docks in order to provide for a safe and orderly move-in/out. Only full-time employees of the exhibiting company are allowed to hand carry items. Unloading and reloading at the dock of any and all contracted carriers are handled by the General Services Contractor. A dock is provided for use by privately operated vehicles.

29. EXHIBITOR SERVICES MANUAL

In August 2025, GES will distribute an Exhibitor Services Manual to Exhibitor that provides complete shipping instructions, production information, and other forms for all services needed during installation, Show Hours and dismantle.

30. WARRANTIES

NAFCD + NBMDA makes no warranties, either express or implied, as to the availability or suitability of the contractors, services and/or equipment of the Facility, NAFCD + NBMDA, or their respective employees, agents or contractors.

31. AMENDMENTS/ INTERPRETATION

NAFCD + NBMDA reserves the right to amend and enforce this Contract. Written notice of any amendments shall be given to Exhibitor. Exhibitor, for itself, its agents and employees, agrees to abide by this Contract set forth therein, or by any subsequent amendments. NAFCD + NBMDA reserves the sole right to interpret this Contract. All interpretations are final and are not subject to review or to appeal. Exhibitor, in the sole interpretation of NAFCD + NBMDA shall be subject to disciplinary action up to and including ejection from the Event and refusal to participate in any future events of NAFCD + NBMDA.

32. ENFORCEMENT/ MISCELLANEOUS

This Contract is governed by Illinois law and the Exhibitor consents to the exclusive jurisdiction of the State and Federal courts seated in Cook County, Illinois, with respect to any action arising out of this Contract or NAFCD + NBMDA. The parties explicitly acknowledge and agree that the provisions of this Contract are both reasonable and enforceable. However, the provisions of this Contract are severable and, as such, the invalidity of any one or more provisions shall not affect or limit the enforceability of the remaining provisions. Should any provision be held unenforceable for any reason, then such provision shall be enforced to the maximum extent permitted by law.

This Contract will be binding on the Exhibitor's heirs, successors and assigns.

33. LIMITATION OF LIABILITY

IN NO EVENT SHALL THE FACILITY, THE ANNUAL DISTRIBUTOR CONVENTION, NAFCD + NBMDA, THEIR OWNERS, MANAGERS, OFFICERS OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBSIDIARIES AND AFFILIATES (COLLECTIVELY "NAFCD + NBMDA 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 ATTORNEY'S FEES AND COSTS, ARISING OUT OF THIS APPLICATION AND CONTRACT OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THIS APPLICATION AND CONTRACT OR FOR ANY CLAIM BY EXHIBITOR, EVEN IF ANY OF THE NAFCD + NBMDA PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EXHIBITOR AGREES THAT NAFCD + NBMDA PARTIES' SOLE AND MAXIMUM LIABILITY TO EXHIBITOR, REGARDLESS OF THE CIRCUMSTANCES, SHALL BE THE REFUND OF THE EXHIBIT BOOTH FEE. EXHIBITOR AGREES TO INDEMNIFY AND DEFEND THE NAFCD + NBMDA PARTIES FROM ANY CLAIMS BROUGHT BY A THIRD PARTY HIRED BY, OR ENGAGED BY THE EXHIBITOR FOR ANY AMOUNT BEYOND THE EXHIBIT BOOTH FEE. FURTHER, EXHIBITOR AGREES TO PAY ALL ATTORNEYS' FEES AND COSTS

INCURRED BY NAFCD + NBMDA PARTIES ARISING OUT OF, OR IN ANY WAY RELATED TO, THIS CONTRACT. EXHIBITOR SHALL BE SOLELY RESPONSIBLE FOR ITS ATTORNEYS' FEES AND COSTS.

34. PERSONAL INFORMATION CONSENT

EXHIBITOR ACKNOWLEDGES THAT PERSONAL INFORMATION OF ITS COMPANY CONTACTS MAY BE USED BY NAFCD + NBMDA:

- (A) TO FULFILL THE PURPOSE AND OBLIGATIONS OF THIS CONTRACT
- (B) TO COMMUNICATE OTHER INFORMATION ABOUT NAFCD + NBMDA
- (C) TO ENGAGE IN OUTREACH TO SOLICIT CORPORATE SUPPORT OF NAFCD + NBMDA IN THE FUTURE
- (D) IN FURTHERANCE OF ANY OTHER PURPOSE OUTLINED IN NAFCD + NBMDA'S PRIVACY POLICY.