

EXHIBITOR *Contract* TERMS & CONDITIONS



MARCH 23-25, 2022 • Orlando, FL

GlobalPetExpo.org

1. Show Management Rights & Obligations. American Pet Products Association (“APPA”), Pet Industry Distributors Association (“PIDA”) and their respective agents and employees, shall cause certain exhibit space (including booth), which may be virtual or physical (the “Exhibit Space”) to be made available to the exhibitor party (“Exhibitor”) to the Online Booth Application (defined below) at the Global Pet Expo in Orlando, Florida from March 23, 2022 – March 25, 2022 (“Trade Show”). APPA and PIDA management (“Management”) reserves the right to determine the eligibility of any product or display to be exhibited or to relocate said exhibit at the Trade Show. Management reserves the right to reject, eject, or prohibit any Exhibitor from participating in the Trade Show, in whole or in part, upon Management’s good faith determination that same has violated one or more of the conditions contained herein or in the exhibitor services manual to be provided by Management to Exhibitor and subject to update from time to time in Management’s sole discretion, including as may be required to administer a virtual Trade Show (“Exhibitor Services Manual”). Notwithstanding the foregoing, in the event Management rejects, ejects, or prohibits any Exhibitor from participating in the Trade Show, Exhibitor shall have no claim against Management and Exhibitor’s payment obligations shall survive termination of this Agreement.

2. Exhibitor Obligations. Exhibitor shall set up its exhibit in its pre-assigned Exhibit Space (if physical) and cause its In the case of an APPA member, exhibition of products and/or live animals is limited to those manufactured, bred, or imported by that member or another Exhibitor-APPA member at the Trade Show. In the case of a PIDA member, Exhibitor may only exhibit products and/or live animals distributed by said PIDA member.

NO EXHIBITOR MAY ALLOW ANY PORTION OF ITS EXHIBIT SPACE TO BE RELET TO ANOTHER ENTITY FOR ANY PURPOSE OR ANY LENGTH OF TIME.

No article containing any product other than the product or materials made or processed or used by Exhibitor in its ordinary product or service may be distributed at or in connection with the Trade Show, except by written permission provided by Management. Each Exhibitor’s products and advertising must remain within the confines of the Exhibit Space, as prescribed by Management.

3. Show Dates and Hours. Dates and Hours for installing, showing and dismantling exhibits shall be those specified by Management in the Exhibitor Services Manual. All exhibits must be open for business during exhibit hours and no dismantling or packing of the exhibits may begin before the official close of the Trade Show. Exhibitors in violation of this Section 3 are subject to a \$1,000 fine. With respect to physical Exhibit Spaces, (i) any Exhibitor which fails to setup and exhibit in its contracted Exhibit Space by 3:00 p.m. on the last day of setup shall be deemed to have automatically forfeited any rights, privileges and claims of any nature which the Exhibitor has, or may have, including any payments previously made; and (ii) exhibits must be removed from the building by 2:00 p.m. on the day following the closing of the Trade Show.

4. Exhibitor List. Exhibitor shall provide a list of Exhibitor employees, manufacturers’ representatives, distributors and other invited guests of Exhibitor to Management upon receipt of the Exhibitor badge forms provided by Management. Should amendments be necessary before the Trade Show, Exhibitor shall login and make such changes at the [Global Pet Expo](https://www.globalpetexpo.com) website to Exhibitor’s personal exhibitor account.

Exhibitor represents that it is authorized to share with APPA the contact information for the individuals identified on this form and to consent to APPA’s use of their information to support this event, to keep them informed about APPA activities and upcoming events, and to share their basic contact information with other exhibitors and attendees at this event unless individual instructs APPA not to.

5. Exhibitor Conduct. Retail sales (including e-commerce), cash sales, and physical exchange of products/money, at or during the Trade Show are absolutely prohibited except for samples or giveaways. Solicitation or distribution of any kind is prohibited at the Trade Show (other than within Exhibit Spaces). Violation of this Section 5 will result in the closure of Exhibitor’s exhibit. Any activity that interferes with the activities of or obstructs access to other

booths, or that impedes the free flow of movement within the Trade Show, is prohibited. The Exhibitor shall conduct and operate its exhibit so as not to annoy, endanger or interfere with the rights of other Exhibitors and attendees. Any practice resulting in complaints from any other Exhibitor or any attendee which, in the opinion of Management, interferes with the rights of others or exposes them to annoyance or danger, may be prohibited by Management and Exhibitor shall immediately cease any such activity upon Management's request.

6. Booth Representatives. Booth representatives shall be restricted to Exhibitor's employees and their authorized representatives or other agents. At all times, booth representatives shall wear badge identification furnished by Management and must be prepared to provide matching photo identification. Management may limit the number of booth representatives at any time. All booths must be staffed by the Exhibitor during all open Trade Show hours.

7. Safety and Fire Laws. Exhibitor agrees to observe all applicable fire and safety laws and regulations. All wiring in any of the exhibits must comply with applicable local fire department and underwriters' rules and regulations. Smoking at the Trade Show is forbidden by Management. Crowding shall be restricted. Aisles and fire exits must not be blocked by exhibits. No storage behind exhibits shall be provided nor permitted by Management. All wiring and plumbing on displays or display fixtures must conform to the applicable standards established by various governmental agencies and standard fire inspection ordinances applicable in the applicable forum. All display wiring must exhibit the seal and/or such other seals of official approving agencies as may be required at the site of the exhibit. No combustible decoration, such as crepe paper, tissue paper, etc., shall be permitted at any time. All packing containers, excelsior, and wrapping paper, are to be removed from the exhibit area, and must not be stored under tables or behind displays. All cloth decoration must be flame-proof. All materials and fluids which are flammable are to be kept in safety containers. If Exhibitor uses its own flame-proof decorations, Exhibitor must be able to produce a proper certificate of flame-proofing upon request.

8. Decoration. Management shall have full discretion and authority in the placing, arrangement, and appearance of all items displayed by Exhibitor, and may require the replacing, rearrangement, or redecorating of any item or of any booth, and Management shall not be liable for costs that may devolve upon Exhibitor thereby. An Exhibitor using special background or side dividers must make certain that the surfaces of such dividers are finished in such a manner as not to be unsightly to other Exhibitors. The use of logos and graphics must strictly comply with display rules outlined in the Exhibitor Services Manual. If such surfaces remain unfinished at the opening day of the Trade Show, (i) with respect to physical booths, Management shall authorize the officially designated general services contractor to effect the necessary finishing, and Exhibitor must pay all charges incurred thereby; and (ii) with respect to virtual booths, Management shall have the right to eject Exhibitor from the Trade Show. All exhibits should be ready by the opening hour of the Trade Show. Management will not allow any noise or moving of exhibits that may cause disruption after the opening of the Trade Show.

9. Admission. Admission is open to adults affiliated with the industry served by the Exhibition. No persons under 16 years of age, including infants and toddlers, will be admitted to the Trade Show regardless of whether such person is a representative, employee, guest of a member or a buyer. Management shall have sole control over admission policies at all times.

10. Security. Management shall provide the services of a reputable protective agency to patrol the perimeter area of the Exhibition hall during the period of installation, exhibition, and dismantling of Exhibitor's exhibit, the provision of which Exhibitor agrees constitutes adequate discharge of all obligations of Management to protect Exhibitor's property. Exhibitor may hire separate security services for protection of the contents of its individual booth in addition to that which is provided by Management at Exhibitor's sole cost and expense, with prior written approval of Management.

11. Height Limitations. Management shall prescribe height limitations for each of the exhibits, which may differ depending on whether booths are presented virtually or physically. Exhibitors whose booth exceeds the height limitation will be required at their own expense to alter the display of their booth in order to conform with applicable regulations.

12. Sound Level. Mechanical or electrical devices which produce sound must be operated so as not to prove disturbing to other Exhibitors. Management reserves the right to determine the acceptable sound level for such devices in all such instances. Sound and noise should not exceed 85 decibels.

13. Lotteries/Contests. The operation of games of chance, or lottery devices, or the actual or simulated pursuit of any recreational pastime is permitted only to the extent permitted by applicable law and upon prior written approval of Management.

14. Personnel and Attire. Management reserves the right to determine whether the character and/or attire of

personnel working on behalf of Exhibitor is acceptable and in keeping with the best interests of Exhibitors and the Trade Show.

15. Photography. All Exhibitors shall use care not to infringe the trademarks, patents or other intellectual property rights of Exhibitors or attendees at the Trade Show. Management is not responsible for any unauthorized photography or video recording of any Exhibitor's booths, products, advertising or other materials at the Trade Show.

16. Recording Release. Exhibitors consent to the taking of photographs, video, and audio recording by or on behalf of Management for Management's use in promotional or news materials that may appear in print, online, or in other media.

17. Live Animals. Exhibitors shall notify Management of Exhibitor's intent to display any animals prior to the Trade Show and complete a "Permission for Pets" form. Display of such animals shall be directly related to the exhibit and its products. Such animals shall remain under the Exhibitor's constant and complete control and shall not interfere with surrounding exhibits. Exhibitor shall accept all responsibility for the proper, safe and humane handling of the animal(s) as well as maintain a safe environment for all persons in close proximity to such animal as prescribed by Management. Management may require the removal of any animal at its discretion.

18. Restrictions on Other Exhibits. Exhibitor expressly agrees that neither it nor any of its employees, or agents will conduct, or otherwise participate in, any displays of products, models, samples or similar trade shows (whether for viewing or sales purposes), other than the Exhibitor's booth, at any time throughout the duration of the Trade Show. Further, Exhibitor expressly agrees that its employees will not conduct official Exhibitor functions during business hours of the Trade Show.

19. Special Services. With respect to physical Exhibit Spaces only, Exhibitor may request electricity, gas, water, phone lines, or other utilities, so long as Exhibitor orders and agrees to pay for such utilities specifically from the persons authorized to supply such services and provided that all laws and regulations of the facility, forum city, and insurance requirements are fully observed.

20. Indemnification. To the fullest extent permitted by applicable law, Exhibitor agrees to indemnify, defend and hold harmless Management and the Trade Show facility (if applicable), and each of their directors, officers, agents, employees, and representatives, against any and all claims, losses, suits, damages, judgments, expenses (including but not limited to attorneys' fees, expert fees and court costs), costs and other charges resulting from, arising out of or related to its participation in the Trade Show by reason of personal injuries, death, property damages or any other loss, be it personal, physical or intellectual, sustained by any persons or others. Exhibitor agrees that Management shall not be responsible for any errors or omissions in the listings of Exhibitor, Exhibitor's products or the Exhibit Space in the Trade Show Directory and Buying Guide, or any promotional material. In the event that Management or the Trade Show facility (if applicable) seeks indemnification pursuant to Section 20, Management or the Trade Show facility shall: (a) give the Exhibitor prompt written notice of each such claim; (b) tender to Exhibitor control of the defense or settlement of each such claim at Exhibitor's expense; and (c) cooperate with Exhibitor, at Exhibitor's expense, in defending or settling each such claim. Subject to the foregoing, Management and the Trade Show facility (if applicable) shall have the right to participate at its own expense in any indemnification action or related settlement negotiations using counsel of its own choice, and any settlement shall be subject to the prior written approval of Management and the Trade Show facility (if applicable), not to be unreasonably withheld.

21. Damage to Property. Exhibitor is solely responsible for damage to the Exhibit Space, edifice, fixtures or other permanent structures caused by Exhibitor. Exhibitor is prohibited from painting, or using any adhesive or other coating material on the Exhibit Space's columns, floors or to standard booth equipment. Management shall bear no responsibility for damage to Exhibitor's property, or lost shipments, or for moving costs. Damage to inadequately packed property is Exhibitor's own responsibility. If any goods, products or materials for Exhibitor's exhibit (the "Exhibitor Goods/Materials") or any other shipped items fail to arrive, Exhibitor is nevertheless responsible for the costs of the Exhibit Space. Exhibitor should take steps to ensure against these risks.

22. Termination of Trade Show/Force Majeure. In the event that the premises in which the Trade Show is or is to be conducted becomes unfit for occupancy, as determined by Management, or in the event the holding of the Trade Show or the performance of Management under this Agreement are substantially or materially interfered with by virtue of any cause or causes not reasonably within the control of Management (each, a "Force Majeure Event"), the Agreement and/or the Trade Show (or any part thereof) may be terminated by Management immediately upon written notice to Exhibitor. Management shall not be responsible for delays, damage, loss, increased costs or other unfavorable conditions arising by a Force Majeure Event. If Management terminates said contract and/or the Trade Show (or any part thereof) as mentioned above, then Management may retain such part of an Exhibitor's booth fee

as shall be required to compensate Management for expenses incurred up to the time of delivery of such notice of cancellation, and there shall be no further liability on the part of either party. For purposes hereof, the phrase "Force Majeure Event" includes, but is in no way limited to, fire; casualty; flood; epidemic; pandemic; earthquake; explosion or accident; blockade; embargo; inclement weather; governmental restraints; restraints or orders of civil defense or military authorities; act of public enemy; riot or civil disturbance; acts of war and warlike operations; threats or acts of terrorism; strike, lockout, boycott or other labor disturbance; inability to secure sufficient labor; technical or other personnel failure; impairment or lack of adequate transportation facilities; inability to obtain condemnation, requisition or commandeering of necessity supplies or equipment; local, State or Federal law, ordinances, rules, orders, decrees or regulations whether legislative, executive or judicial, and whether constitutional or unconstitutional; or other act of God. Without limiting the generality of the foregoing, the parties acknowledge and agree that the party's respective rights, obligations and remedies with respect to the impact of recent outbreak of the novel strain of coronavirus ("COVID-19") are explicitly set forth in Section 31 of this agreement.

23. Resolution of Disputes. In the event of a dispute or disagreement between Exhibitor and an official contractor; or between Exhibitor and a labor union or labor union representative, or between two or more Exhibitors; all interpretations of the rules governing the Exhibition, actions, or decisions concerning this dispute or disagreement by Management intended to resolve the dispute or disagreement shall be binding on Exhibitor.

24. Receipt of Goods and Exhibits. All arriving Exhibitor Goods/Materials at the Trade Show facility, if applicable, shall be received at receiving areas designated by Management. All incoming Exhibitor Goods/Materials must be plainly marked and all charges prepaid.

25. Care and Removal of Exhibits. Management will maintain the cleanliness of all aisles in the Exhibition hall, if applicable. Exhibitor must, at Exhibitor's sole expense, keep exhibits clean and in good order. Further, no materials which substantially alter the integrity or appearance of the Exhibitor Space may be removed until the official close on the last day of the Trade Show. Disturbing or tearing down an exhibit prior to the official closing hour of the Trade Show can result in a refusal by Management to accept or process exhibit space applications for subsequent exhibitions in future Trade Shows. Exhibits must be removed from the Exhibition hall by the time specified in the Exhibitor Services Manual. In the event any Exhibitor fails to remove Exhibitor's exhibit in the allotted time, Management reserves the right, at the Exhibitor's expense, to ship the exhibit through a carrier of Management's choosing or to place the same in a storage warehouse subject to the Exhibitor's disposition or make such other disposition of this property as Management may deem desirable without incurring any liability.

26. Insurance. Insurance for theft, public liability and property damage should be obtained by Exhibitor.

27. Agreement Nonassignable. Exhibitor may not assign its rights or obligations under this Agreement without express written consent of Management. Any transfer of rights or obligations hereunder without the prior written consent of Management shall be void and of no effect

28. Payment. Exhibit must be paid in full according to the balance due date of November 15, 2021 before any Exhibitor is permitted to install its display.

29. Payment Procedures; Booth Fee. For Exhibit Space requests received by the early submission deadline, with a deposit due date of August 31, 2021, payment for 50% of the full price of the booth(s) must accompany this Agreement. The remaining balance is due NO LATER THAN the balance due date of November 15, 2021. If full payment is not received by such balance due date, Exhibitor's Exhibit Space may be reassigned to another Exhibitor. For booth requests received AFTER the deposit date of August 31, 2021, full payment is required for a booth to be reserved and assigned to an Exhibitor. With respect to physical booths, a \$2.00 per square foot surcharge will be added to all booth applications submitted on or after January 24, 2022. With respect to virtual booths, a reasonably equivalent surcharge to be determined by Management in its sole discretion will be assessed. Booth applications received without payment will be void after thirty (30) days and the Exhibitor will be required to resubmit the application if they plan to exhibit.

30. Incomplete Payment. Notwithstanding anything in this Agreement to the contrary, if Exhibitor fails to make full booth payment due hereunder by November 15, 2021, Management may change Exhibitor's Exhibit Space assignment without further notice and without any liability to Management, or may cancel such Exhibitor's rights to exhibit and/or such Exhibitor shall not be entitled to a refund, either in whole or in part, to any fee.

31. Cancellation/Downsizing Policy.

Exhibitor acknowledges that due to COVID-19, Management may elect, in its sole discretion, to cause the Trade Show

to take place in a virtual, as opposed to, physical format at a facility. In the event Management determines to hold the Trade Show in a virtual format, Management shall provide written notice to Exhibitor of the same, and Exhibitor shall remain bound to this Agreement in its entirety and obligations relating to its occupancy and use of an Exhibit Space will apply whether the space is physical or virtual. In this regard, Exhibitor acknowledges and agrees that total booth fees payable for the Exhibit Space may be subject to adjustment to reflect the virtual format, as determined in the sole discretion of Management, but in all cases shall remain payable in accordance with Sections 28 and 29 and otherwise subject to all of the terms and conditions of this Agreement.

If Management determines, in its sole discretion, that it is in the best interest of the Trade Show to cancel the event on account of the impact or potential impact of COVID-19 (including, by way of illustration and not limitation, assessments with respect to health and safety, travel guidance, quality and volume of participation and/or governmental responses), Management shall have the right to cancel the Trade Show and terminate this Agreement with immediate effect upon the delivery of written notice of the same to Exhibitor. In the event this Agreement is terminated by Management pursuant to this Section, then Management may retain such part of an Exhibitor's booth fee as shall be required to compensate Management for expenses incurred up to the time of delivery of such notice of cancellation.

Exhibitor may make a request to cancel this Agreement or, with respect to a physical Exhibit Space, Exhibitor's make a request for a reduction in Exhibit Space ("Downsizing") on or before November 15, 2021. A cancellation or Downsizing request will be accepted *only* via requests made in Exhibitor's personal exhibitor account and will be accepted at the sole discretion of Management. Requests will not be accepted by phone or email. A cancellation or a Downsizing request, if applicable, will be subject to a processing fee of \$100 per 10' x 10' booth; provided, that if the Trade Show is virtual the fee will be the same or a reasonable equivalent to be determined by Management, in its sole discretion. Commencing November 16, 2021, Exhibitor shall not be entitled to request cancellation or Downsizing, Exhibitor shall not be entitled to a refund of any part of any fee paid or payable, and Exhibitor shall remain liable for any unpaid balances on and after such date. Monies forfeited due to cancellation or Downsizing of Exhibit Space will not be applied to future events or services. Exhibitors that cancel their Exhibit Space, but wish to attend the Trade Show must register as a non-exhibiting member and pay the appropriate registration fee.

32. Exhibitors shall abide by and observe all laws, rules, and regulations of the hosting state and city (or their place of virtual access, if applicable), and their departments and all rules of the Exhibition venue.

33. Agreement to Rules. Exhibitor, for itself, employees and agents, agrees to abide by the foregoing rules, as well as additional rules appearing in the Exhibitor Services Manual and Technical Details (defined below) herewith incorporated by reference, and by any amendments thereto that may be put into effect by Management in its sole discretion. This Agreement shall not be binding on Management unless it is completed in full by Exhibitor and duly executed by both parties. Deposit of Exhibitor's check shall not constitute acceptance of the Agreement by Management.

34. Amendment to Rules. Any matters not specifically covered by this Agreement shall be subject solely to the decision of Management. Management shall have full power in the matter of interpretation, amendment and enforcement of all said rules and regulations pertaining to the Trade Show, and that any such amendments when made and brought to the notice of the said Exhibitor shall be and become part hereof as though duly incorporated herein and subject to each and every one of the terms and conditions herein set forth.

35. Severability. If any term of this Agreement is held null and void by a court of competent jurisdiction, then this Agreement and each of its terms will remain in full force and effect as if the nullified term or its constituents was never made a part of this Agreement.

36. Governing Law. This agreement is governed by and shall be construed under the laws of the State of New York as applied to contracts made and to be performed entirely in the State of New York without regard to principles of conflicts of law. The parties hereto irrevocably and unconditionally submit to the exclusive jurisdiction of any court of the State of New York or any federal court sitting in the City of New York for purposes of any suit, action or other proceeding arising out of this Agreement (and agrees not to commence any action, suitor proceeding relating hereto except in such courts).

37. Remedies. In the event Exhibitor breaches any this Agreement, including the Exhibitor Services Manual, or fails to comply with Management's prescriptions for the Trade Show, Management may remove all of Exhibitor's items (or virtual access, if applicable) including, but not limited to, booth, decorations and products from the Trade Show floor for the remainder and duration of the Trade Show, at Exhibitor's sole cost. This does not prohibit, or otherwise limit, Management from also prohibiting Exhibitor's application or entry into future Trade Shows for violation of any Trade Show rules, regulations, or other limitations set forth herewith. Removal of Exhibitor's property does not constitute

grounds for a refund of any fees previously paid by Exhibitor or other associated Trade Show fees.

38. Global Pet Expo Trademark License. Exhibitors may wish to use the Global Pet Expo official trademark in its promotional materials for its exhibition in the Trade Show. Therefore, Management hereby grants a nonexclusive, nontransferable license to Exhibitor for the use of the "Global Pet Expo" logo in advertisements and promotional materials to promote its exhibition in the Trade Show referenced above. Exhibitor should review the License Rules for Use of the Global Pet Expo Trademark displayed on the Global Pet Expo website at www.globalpetexpo.org. Logos will be made available on the Global Pet Expo website.

39. Data Privacy; Cyber Security. We use the information you provide to support this event and to keep you informed about APPA activities and upcoming events. We also share your basic contact information with other exhibitors and attendees at this event unless you ask us not to. For more information, to opt-out of our use of your information, or to exercise your rights for access, rectification, and erasure under Article 15-21 of EU Regulation 2016/679 (GDPR), contact us at globalpetexpo@americanpetproducts.org or at 203 532 0000. Please see our Privacy Statement on the [American Pet Products Association](http://AmericanPetProductsAssociation.com) or [Global Pet Expo](http://GlobalPetExpo.com) websites for more details.

In the event the Trade Show is virtual, Exhibitor agrees that any and all information or data uploaded or transmitted by, or on behalf of, Exhibitor to the Trade Show platform will be free from any virus, worm, defect, Trojan horse, software bomb or other feature or functionality designed to damage or degrade in any manner the performance of the Trade Show platform. In this regard, Exhibitor will, upon request by Management, execute and deliver such additional documents, provide assurances, take such further actions, and adhere to Management policies disseminated from time to time as may be reasonably required to carry out the foregoing provisions and as may be necessary for Management to administer a virtual Trade Show in a secure online environment ("Technical Details").

40. Miscellaneous. This Agreement is being made in connection with the Booth Space Application (listing the prospectus, pricing and requirements) featured on the [Global Pet Expo](http://GlobalPetExpo.com) website and associated Exhibitor Space Application (collectively, the "Online Booth Application") and incorporated herein by reference. Accordingly, this Agreement, together with the Online Booth Application, Exhibitor Services Manual and any additional Technical Details, contains the entire understanding of the parties with respect to the subject matter hereof and there are no other agreements, understandings, or representations of warranties, except as expressly set forth herein. The rights of Management under this Agreement shall not be deemed waived except as specifically stated in a writing signed by an authorized officer of Management. This Agreement may be signed in counterparts, and signatures may be exchanged any electronic format.