



MAY 21-24, 2022 | MCCORMICK PLACE | CHICAGO, IL

The term "Event" refers to National Restaurant Association Show 2022, currently scheduled to be held on May 21-24, 2022 at McCormick Place, Chicago, IL, USA (the "Exhibit Facility"). The Event is owned, produced and managed by Winsight Exhibitions, a division of Winsight, LLC. As used hereinafter, the term "WSE" refers to, collectively, Winsight LLC and each of its officers, directors, shareholders, agents, subsidiaries, affiliates, representatives, employees and assigns, unless the context requires otherwise. The term "Exhibitor" refers to, collectively, the entity or person that executes this Contract as the "Exhibitor" and each of its officers, directors, shareholders, employees, contractors, agents, representatives, assigns and/or invitees, as applicable. An Exhibitor is an entity that participates in the Event by purchasing exhibit space, sponsorships, or both. "Contract" refers to this agreement, all amendments / modifications, and other materials, documents, rules / regulations incorporated herein by reference.

1. Contract Acceptance

Contract shall become binding and effective only when it has been signed by Exhibitor and received by a duly authorized representative of WSE. The final exhibit space or sponsorship specifics or location may vary from the Exhibitor's original requests. WSE reserves the right to deny Event participation to any entity. Exhibit space assignments or sponsorship offerings in the 2022 Event does not imply similar exhibit space or sponsorship offerings will be available in future Events. All payments due are payable in US funds.

2. Qualifications of Exhibitor

WSE, in its sole discretion, determines whether a prospective Exhibitor is eligible to participate in the Event. The Event is a restricted exhibition designed to provide a showcase for goods and services either specifically designed for or customarily used by the food service and lodging segments of the hospitality industry. WSE reserves the right to restrict or remove any exhibit which WSE, in its sole discretion, believes is objectionable or inappropriate.

3. Assignment of Space

Exhibitor with executed 2021 Contract and related deposit will have the opportunity to renew their existing space location / footprint in the 2022 Event by; a) committing to the same space in 2022, and b) maintaining a minimum of 30% deposit. Renewing exhibitor with 100% deposit by July 12, 2021 will receive a space rate of \$36.00 per square foot plus \$300 per corner. Renewing exhibitor with a minimum of 30% deposit, but less than 100%, will receive a space rate of \$37.50 per square foot plus \$300 per corner.

Exhibitor with executed 2021 Contract and related deposit not renewing their existing space location / footprint will be assigned space in the Online Space Selection Stage One (OLSS). Space assignment will be performed following the renewal process with the order of assignment based on the Event's priority point system. Exhibitor maintaining the same square footage as 2021 with 100% deposit by July 12, 2021 will receive a space rate of \$36.00 per square foot plus \$300 per corner. Exhibitor that reduces their 2021 square footage in 2022 and /or submits a deposit of less than 100% will receive a rate of \$37.50 per square foot plus \$300 per corner.



MAY 21-24, 2022 | MCCORMICK PLACE | CHICAGO, IL

Exhibitor not qualifying or participating in the renewal into 2022, or OLSS will be assigned space on a first-come, first-served basis at \$38.50 per square foot plus \$300 per corner.

WSE reserves the right to change the floor plan or the location of an Exhibitor's booth if WSE, in its sole discretion, determines that to do so is in the best interest of the Event. WSE will consider but not guarantee "not next to" requests and assumes no liability in instances where these requests cannot be accommodated.

4. Payment Options

Exhibitors can submit payment via check or wire transfer. Credit card payments are limited to accounts with total exhibit space cost of \$16,600 or less. When Exhibitors use credit cards as payment for amounts due, Exhibitor authorizes WSE to charge the credit card in accordance with Contract terms. A 4% administrative fee will be applied to refunds associated with credit card payments.

5. Exhibitor Payment Terms and Liability

- Exhibitor becomes liable for 30% of total exhibit space cost upon Contract execution.
- A minimum of 30% deposit is required at time of submission for Contract executed before February 1, 2022.
- Exhibitor becomes liable for 100% of total exhibit space cost on November 12, 2021 unless a request to cancel or downsize is received in writing prior.
- Contract executed on or after February 1, 2022 requires payment of 100% of total exhibit space cost at time of submission.

6. Use of Space

The space contracted for is to be used solely by and for the Exhibitor whose name appears on the Contract, and it is agreed the Exhibitor will not sublet nor assign any portion of same without the prior written consent of WSE. Exhibitors are not permitted to feature names or advertisements of non-exhibiting manufacturers, distributors or agents in the Exhibitor's display; parent or subsidiary companies excepted. In the published Exhibitor list, Exhibitors are allowed one (1) Company Name per 100 square feet of assigned exhibit space. Company name is exclusionary of any brands, 'dba', or product titles. Winsight reserves the right to review your listed company name and request update if we find it is in violation of these rules.

Exhibitors must show only goods manufactured or distributed by them in the regular course of business. Distribution of said goods will be from assigned exhibit space only, unless prior authorization from WSE is given for distribution at other locations. No distribution is allowed in Event aisles, from another Exhibitor's booth or in public areas of Exhibit Facility. WSE reserves the right to determine eligibility of any product or service for inclusion in the Event. Entities not designated as Exhibitors will not be permitted to solicit business at the Event.

Exhibitor Plan Review – Exhibitors utilizing a peninsula or island type exhibit, or are relocating to an exhibit space with a peninsula or island type exhibit, or involving other unusual construction features are required to submit a copy of their

MAY 21-24, 2022 | MCCORMICK PLACE | CHICAGO, IL

booth construction plans and layout arrangements. These plans, including a scaled plan view and elevations, must be submitted to WSE for approval at least sixty (60) days prior to the opening of the Event.

Multi-Story Exhibit Regulations – All multi-story exhibits must have architectural specifications available on site for inspection by the installation and dismantling contractor and governmental authorities during the time the exhibit is being erected, exhibited and dismantled. For specifications, requirements, and submittal of plans, please contact nraexhibitorservices@winsightmedia.com

7. Cancellation by Exhibitor

If Exhibitor desires to cancel this Contract, Exhibitor may only do so by giving notice thereof in writing sent to WSE with evidence of receipt. The date of cancellation shall be the date WSE receives written notice. Cancellation dates and liability percentages have been specified in Section 3. These amounts are considered liquidated and agreed upon damages, for the injuries WSE will suffer as a result of Exhibitor's cancellation. This provision for liquidated and agreed upon damages is a bona fide provision and not a penalty. The parties understand that an Exhibitor's reservation of exhibit space or sponsorship removes that product from availability to other potential Exhibitors causing WSE substantial damages for which the exact value cannot be determined. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this Contract as a valid pre-estimate of these damages. WSE reserves the right to treat Exhibitor's downsizing of booth space as cancellation of the original space and purchase of new booth space, and Exhibitor may be required to move to a new location. In the event Exhibitor cancels this Contract, WSE reserves the right to withhold delivery of its obligations under Exhibitor's other Event-related contracts, including, without limitation: 1) to cancel Exhibitor's ordered advertisements 2) to cancel Exhibitor's reserved hospitality space; 3) to cancel Exhibitor's reserved hotel sleeping rooms the official Show housing block; 4) to cancel all other sponsorship opportunity agreements entered into by Exhibitor related to the Event

8. Cancellation by WSE / Payments

If Exhibitor fails to make payments as required herein or otherwise breaches any of its obligations under this Contract, WSE may immediately terminate this Contract (including Exhibitor's participation in the Event) by providing written notice to Exhibitor of such termination. WSE reserves the right to refuse Exhibitor permission to move-in and set-up if Exhibitor is in arrears of any payment due to WSE. WSE is expressly authorized (but has no obligation) to occupy, cause to be occupied or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best, and without releasing Exhibitor from any liability hereunder.

9. Cancellation of the Event

If WSE cancels the Event due to exigent circumstances beyond the reasonable control of WSE (such as, for example, threatened or actual acts of God, fire, flood, tempest, other weather emergency, contagious disease, acts of war, governmental emergency, labor strike, riot, lock-out, terrorist acts, malicious damage, curtailment of transportation, or unavailability of the Exhibit Facility or necessary supporting facilities or services), WSE shall refund to each Exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred by WSE, in full satisfaction of all liabilities of WSE to Exhibitor. WSE reserves the right to cancel, re-name or re-locate the Event or change the dates on which the Event is held. If WSE changes the name of the Event, relocates the Event to another event facility within the same city, or changes the dates for the Event to dates that are not more than 60 days earlier or 60 days later than the



MAY 21-24, 2022 | MCCORMICK PLACE | CHICAGO, IL

dates on which the Event originally was scheduled to be held, no refund will be due to Exhibitor, but WSE shall assign to Exhibitor, in lieu of the original space, such other space as WSE deems appropriate. If this happens, Exhibitor agrees to use such space under the terms of this Contract. If WSE elects to cancel the Event other than for a reason previously described in this paragraph, WSE shall refund to Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of all liabilities of WSE to Exhibitor. Exhibitor agrees that, except as expressly provided in this paragraph, it shall and hereby does waive any and all claims for damages or compensation resulting from or relating to the cancellation, renaming, relocation or rescheduling of the Event.

10. Exhibit Space Occupancy

Hours and dates for installing, occupying and dismantling exhibits shall be those specified by WSE. If Exhibitor fails to install its display in its assigned space by 4:00 p.m. on May 20, 2022 or leaves its space unattended during the Exhibit hours, WSE shall have the right to take possession of the space, without releasing Exhibitor from any liability or obligation hereunder, and no refund will be due to Exhibitor. All exhibits must be open and manned for business during the Event hours. Exhibitor may not dismantle the display until the Event is officially closed.

11. Listings and Promotional Materials

By exhibiting at the Event, Exhibitor grants to WSE a fully-paid, perpetual non-exclusive license to use, display and reproduce the name, trade names and product names of Exhibitor in any directory (print, electronic or other media) listing the exhibiting companies at the Event and to use such names in WSE promotional materials. WSE shall not be liable for any errors in any listing or descriptions or for omitting any Exhibitor from the directory or other lists or materials. WSE may also take photographs of Exhibitor's exhibit space and personnel for promotional purpose. Exhibitor warrants that it owns, or has right to use pursuant to a valid license, intellectual property to be used for promotion at the Event.

12. Care of Exhibit Facility

Exhibitor shall promptly pay for any and all damages to the Exhibit Facility or associated facilities, booth equipment or the property of others caused by Exhibitor. Exhibitors are responsible for removing displays, product, and trash. WSE will charge the Exhibitor the cost to remove any items left post show.

13. Taxes and Licenses

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



MAY 21-24, 2022 | MCCORMICK PLACE | CHICAGO, IL

14. Copyrighted Materials

Exhibitor shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Event unless it has obtained all necessary rights and paid all required royalties, fees or other payments.

15. Observance of Laws

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

16. Exhibitor Updates

WSE will provide Exhibitor information and updates to the designated representative via various means including Exhibitor Service Kit, mail, e-mail and/or SMS.

17. Authorization to Contact

Exhibitor acknowledges that WSE shall be permitted to share Exhibitor's name and contact information with, and Exhibitor consents to being contacted directly by, vendors, sponsors and partners authorized by WSE.

18. Incorporation of Rules and Regulations

Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this Contract shall be subject to determination by WSE in its sole discretion. WSE may adopt rules or regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to Exhibitor. Any such rules and regulations (whether or not included in an Exhibitor Service Kit or similar document) are an integral part of this Contract and are incorporated herein by reference. Exhibitor shall observe and abide by additional regulations made by WSE as soon as they are communicated to Exhibitor. Contract (including the Exhibitor Service Kit and any additional rules or regulations adopted by WSE from time to time) states the entire agreement of the parties with respect to the subject matter hereof.

19. Installation and Dismantling

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

MAY 21-24, 2022 | MCCORMICK PLACE | CHICAGO, IL

20. Contractor Services

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

21. Exhibit Guidelines

Distribution of samples and promotional material is restricted to the exhibit booth. All exhibits shall display products or services in a tasteful manner. The aisles, passageways and overhead spaces remain strictly under control of WSE. No signs, decorations, banners, advertising material or special exhibits will be permitted in the aisles except by written permission of WSE. Uniformed attendants, models and other employees must remain within the booths occupied by their employers. All advertising distribution must be made from Exhibitor's booth space. Balloons and stickers (including handouts with gummed backing that adhere or cause adhesion) are prohibited in the exhibit area. Equipment must be arranged so that Show visitors do not stand in the aisle while examining equipment or watching demonstrations. Strolling entertainment or moving advertisements outside of an Exhibitor's exhibit space is prohibited. The use of Segway's or Segway-type units is prohibited on the show floor. A full list of regulations pertaining to the Exhibit Guidelines and the Operations of Displays will be listed in the Exhibitor Service Kit. Photography or videography is permitted only with prior approval of the exhibiting company. Failure to obtain prior consent may result in removal from the exhibit hall.

22. General Terms and Conditions

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

23. Assumption of Risks; Releases

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

MAY 21-24, 2022 | MCCORMICK PLACE | CHICAGO, IL

24. Indemnification

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

25. Limitation of Liability

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

26. Insurance

(A) Exhibitor shall, at its own expense, secure and maintain insurance for the entire duration of the Event (move-in through move-out), the insurance listed below. All such insurance shall be primary of any other valid and collectible insurance of Exhibitor and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Exhibitor's obligations under this paragraph.

- Workers' compensation and employer's liability insurance complying with the laws of Illinois;
- Comprehensive General Liability insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate, combined single limit for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable); and
- Automobile Liability insurance (required if bringing automobiles into the show venue) with limits not less than \$500,000 each occurrence combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operators.

The Exhibitor's Comprehensive General Liability and Automobile Liability insurance policies shall name as additional insureds (i) Winsight, LLC and each of its direct and indirect subsidiaries and other affiliates, (ii) McCormick Place and (iii) Freeman. If requested, copies of additional insured endorsements, primary coverage endorsements and complete copies of policies, satisfactory to WSE, shall be promptly furnished to WSE. Certified copies of the Certificates of Insurance or policies shall provide that they may not be cancelled without 30 days' advance written notice to WSE. The Exhibitor shall obtain a waiver of subrogation from the carrier of each policy described above and the carrier of each



MAY 21-24, 2022 | MCCORMICK PLACE | CHICAGO, IL

other policy that provides fire, explosion or any other risk coverage insuring the Exhibitor's property, in each case releasing in full such carrier's subrogation rights.

27. Outside Exhibits/Hospitality Sites

Exhibitor is prohibited, without express written approval from WSE, from displaying products/services and/or other advertising material in areas outside its booth space such as, but not limited to, parking lots, hotel lobbies, lounges, corridors, sleeping rooms, etc., as well as unauthorized facility tours. Exhibitor also agrees not to operate hospitality suites or host any hospitality functions during official Event hours or when any WSE-sponsored activities are being held. Hospitality functions are permitted only upon payment by the Exhibitor of all fees due hereunder. All requests for a hospitality suite or public function space must be made through WSE. If Exhibitor cancels or fails to occupy the exhibit space during official Event hours, WSE reserves the right to notify the hotel to cancel any hospitality space and/or hotel guest rooms under Exhibitor's name. Exhibitor shall remain liable for the payments made to the hotel.

28. Fire and Safety Laws

Exhibitor shall comply with all state, city and local laws and ordinances relating to fire, safety and health. A description of these regulations will be found in the Exhibitor Service Kit.

29. Violation of Rules and Regulations

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

30. Lead Retrieval

Exhibitor acknowledges that the exclusive service provider for lead retrieval services will be identified in the Exhibitor Service Kit. Exhibitor may use such service provider to collect contact information from persons who visit such Exhibitor's space ("Attendee Data"). Exhibitor acknowledges that any Attendee Data so collected shall be used solely by Exhibitor for its legitimate internal business purposes. Without limiting the foregoing, Exhibitor understands and agrees that (i) it will not sell, transfer or otherwise distribute to any third party all or any part of any Attendee Data, (ii) it will not make or attempt to make any compilation of the attendees and/or other participants of the Event or any other derivative work of any Attendee Data, (iii) it will not otherwise use any Attendee Data in connection with any illegal, distasteful, immoral, dishonest or fraudulent activity and (iv) the compilation of the attendees and/or other participants of the Event is the sole property of WSE. it will comply with all domestic and international regulations related to the storage, use and maintenance of Attendee Data, including but not limited to the General Data Protection Regulation (EU).



MAY 21-24, 2022 | MCCORMICK PLACE | CHICAGO, IL

31. Governing Law

This contract is governed by the laws of the State of Delaware as applied to contracts entered into and entirely performed within such state. Exhibitor agrees that the courts located in the State of Delaware shall constitute the exclusive forum for the resolution of any and all disputes arising out of, connected with or related to this contract or the breach of any provision of this contract. Exhibitor waives any right to assert lack of personal or subject matter jurisdiction and agrees that venue properly lies in Wilmington, DE.