

Virtual Exhibitor and Sponsor Terms and Conditions

1. APPLICATION, FEES, PAYMENTS, CANCELLATIONS

- Except as provided to the contrary in this contract, all monies paid by Exhibitor/Sponsor shall be deemed full earned and non-refundable at the time of payment.
- Applications for rental of virtual exhibit space shall be subject to the approval of Show Management, and Show Management reserves the right to reject applications for space with or without cause if Show Management determines the rejection is in the best interest of the Show. Show Management will contact virtual Exhibitor following submission of the virtual Exhibit Request if it finds issues with the ability for the exhibitor to facilitate its virtual session or room. Upon acceptance of the Virtual Exhibit Space Agreement by Show Management, its contents, as modified if applicable, shall become a legally binding agreement for exhibit space between the Virtual Exhibitor and Show Management, subject to the terms and conditions herein. The Virtual Exhibitor agrees to accept and, when requested, to promptly respond to Show information sent by NEAFCS via e-mail or any other method of communication.
- **Exhibit Fees.** The cost for exhibit space is dependent on the sponsorship level, booth type, and booth amenities. Virtual Exhibitor must be fully paid on all money owed to NEAFCS.
- **Payment Schedule.** Payments may be made by credit card or check. Checks must be made payable to NEAFCS and mailed to 325 John Knox Rd. Suite L103, Tallahassee, FL 32303. Unless otherwise agreed upon by NEAFCS, in its sole discretion, payment must be made in full at time of submitting application.
- **Amendments to the Exhibit Space Agreement.** It is understood and agreed that any changes or modifications to the Virtual Exhibit Space Rental Agreement following the initial submission of request for booth or Sponsorship requested by a Virtual Exhibitor shall be considered accepted and approved by Show Management if notification is provided by Virtual Exhibitor to, and received by, Show Management by any form of written communication and notification of Show Management approval is sent back to Virtual Exhibitor by any form of written communication. Changes may include, but not be limited to, modifications to exhibit room link, location, configuration, payment terms or cancellations by Virtual Exhibitor. Show Management shall consider email by and to Virtual Exhibitor as acceptance of such changes, and thereby modify the exhibit fees due from Virtual Exhibitor pursuant thereto. If any changes to the Virtual Exhibit Space Agreement increase the fees due to NEAFCS for the booth, NEAFCS shall be authorized to make immediate charges to Virtual Exhibitor's credit card on file in order to ensure Virtual Exhibitor is current on its payment plan, as then on file with NEAFCS pursuant to the Virtual Exhibit Space Agreement or any subsequent agreement for payment terms. Changes initiated by Show Management to Virtual Exhibitor's exhibit space shall be communicated in writing to the email address provided by Virtual Exhibitor on the Virtual Exhibit Space Agreement, and all such communications will be interpreted as read and accepted unless Virtual Exhibitor objects in writing to Show Management within five (5) business days.
- If you must cancel your booth reservation at any time, you must submit a cancellation request in writing to the Show Management.

At its discretion, if at any time Show Management deems a virtual exhibit or an exhibit's contents objectionable, Show Management reserves the right to remove and/or cancel the exhibit space or any portion thereof at Exhibitor's sole expense. This reservation includes persons, things, conduct, printed matter, signs, products or any item of poor character, which, in the sole judgment of Show Management, is detrimental to or unsuitable for the Show or jeopardizes the Show's safe operations. This right may be exercised by Show Management at any time, regardless of whether it is before the Show or during the Show. In the event the right is exercised during the Show, Show Management shall not be liable for refund of exhibit space rental fees, exhibit equipment rental fees or any other expense incurred by reason of Show Management's removal of objectionable contents or cancellation of the exhibit space or any portion thereof. Exhibitor hereby expressly waives any and all rights and claims, actions and demands for damages, costs and expenses, including without limitation, legal fees, lost profits, and costs of goods sold, against the virtual hosting platform, Show Management, their directors, officers, agents, employees and/or servants for such removal and/or cancellation.

2. ELIGIBILITY

Show management will provide requirements to Virtual Exhibitors that must be met in order to participate including minimum internet speeds, camera, audio and access to specific online meeting platforms. Show Management reserves the right to determine or verify eligibility of Exhibitor for inclusion in the Show prior to, or after, submission of the Virtual Exhibit Space Agreement. Show Management will determine the appropriateness of products to be exhibited by their distinctive characteristics or performance capability. Show Management also reserves the right to prohibit display or advertisement of products at any time if display or advertisement of such products would not meet Show objectives or would cause Exhibitor to be in violation of these Exhibitor Rules & Regulations, the Exhibit Display Regulations, or the Intellectual Property Rights Policy.

- **Non-Exhibiting Company Products or Services.** Exhibitor may not display products or signage in their Booth from eligible non-exhibiting companies unless approved in writing by Show Representations by and/or media activities of non-exhibiting companies are prohibited at the Show.

3. OPERATION AND CONDUCT

• Exhibit Personnel.

1. Attendants, models, and other employees and representatives of Exhibitor must confine their activities to the virtual exhibit space.
2. Booths must be staffed or have notification of return time during all Show hours. Exhibitors with Booths that are not staffed during Show hours could be subject to loss of credentials for future shows and loss of other show privileges as determined by the Show Management.
3. Virtual Exhibitor shall not photograph or record video of another virtual exhibit or product of another exhibitor unless such photography or videography is approved in writing by the other exhibitor or Show Management.
4. Virtual Exhibitor may not harass or antagonize another party or attendee.

5. No area of the NEAFCS platform shall be used for any improper, immoral, illegal or objectionable purpose.
- All Virtual Exhibitor personnel and their contractors must wear appropriate apparel at all times. Show Management reserves the right to make determinations on appropriate apparel. Business or business casual attire is recommended. Virtual Exhibitors who are uncertain with regard to compliance with the appropriate apparel and entertainment regulations are encouraged to consult with Show Management in advance of the Show.
 - **Buyer Activities.** Virtual Exhibitors are not permitted to host or sponsor any event off the Show floor that attracts buyers during exhibit hours unless such event is approved in writing by Show Management. Hospitality functions away from the NEAFCS Virtual Annual Session platform should be held after meeting hours.
 - “Outboarding” occurs when a company that is eligible to exhibit at the Show does not exhibit, but hosts buyers at a venue away from the Show during set-up days or Show days. Companies that engage in outboarding may be prohibited from exhibiting at the Show for one to three years as determined by the NEAFCS Show Management. Registration credentials will not be issued to any employee of a company prohibited from exhibiting due to outboarding.
 - Exhibiting companies are encouraged to protect their investment and report any outboarding to Show Management.
 - **Entertainment, Music.** All music and entertainment must be in good taste and exhibitor is responsible for obtaining approval for use.
 - **Liability and Insurance.** Neither NEAFCS, nor any of the officers, employees, agents, contractors and affiliates of such entities, nor the owners, management company, employees or representatives of the hosting platform will be responsible for any injury, loss or damage that may occur to the virtual exhibitor or to the virtual exhibitor’s employees or property, prior, during or subsequent to the period covered by the virtual exhibit. The virtual exhibitor expressly releases the foregoing persons and entities from, and agrees to indemnify the same against any and all claims for such loss, damage or injury arising from the negligent or willful acts or omission of the virtual exhibitor and its employees, agents, contractors, and invitees. Virtual Exhibitors are responsible for all liability insurance coverages.

4. Booth Space

- **Booth Space.** Booths should look professional and engaging. The back ground of your camera view should be clean and professional. The use of personal pictures, posters, banners, etc. are encouraged.
- **Booth Preparation.** All Booths must be tested and operational by 9:30AM on the day of the event. Testing will be schedule and performed prior to the event.

5. VIOLATIONS

The Exhibitor shall be bound by the Rules as defined herein, and by such additional rules and regulations which may be established by the Facility and Show Management at any time. Show Management shall

enforce all Rules and such additional rules and regulations, and its decision on these matters will be final. All matters and questions not covered by the Rules and such additional rules and regulations shall be subject to the final judgment and decision of Show Management. Any violation by the Exhibitor of any of the Rules and such additional rules and regulations shall subject Exhibitor to cancellation of the agreement to occupy virtual exhibit space, to forfeiture of any monies paid on account thereof, and could make Exhibitor subject to loss of seniority points, loss of credentials for future shows and loss of other show privileges. Upon Show Management notifying Exhibitor of such cancellation, Show Management shall have the right to take possession of the Exhibitor's virtual space.

6. ACCESS CONTROL

NEAFCS will provide access control from event planning through the conclusion of all activities, including follow-up. Show Management shall not be held responsible for the loss of any material by any cause and urges the Virtual Exhibitor to exercise normal precautions to protect its account and login privileges.

7. FAILURE TO HOLD EXPOSITIONS

Should any contingency prevent holding of the Annual Session, NEAFCS may retain such part of exhibitor's rental as shall be required to pay for expenses incurred up to the time such contingency shall have occurred. The exhibitor waives all claims for damage or recovery of payments made except the return of the prorated amount paid for exhibit space less expenses incurred by NEAFCS and the event platform.

8. INSTRUCTIONS TO VALIDATE THIS AGREEMENT

We, in order to validate this agreement, agree to the following:

1. Payment for the exhibit, sponsorship, exhibit forum, and/or bag insert will be provided with this form.
2. All rules and regulations governing this show will be strictly adhered to.
3. The products/services described in agreement are those that rightfully represent our company and those that we propose to exhibit. Any changes made regarding the products or services to be exhibited will be forwarded to the NEAFCS National Office in writing at least 30 days prior to the show.

We, the undersigned company/organization, do hereby make application to reserve space and participate as an Exhibitor and/or Sponsor in the Show indicated by this agreement. We agree to all rules and regulations governing this show.

Contract Agreement

We understand this agreement becomes a contract when signed by us and accepted by the NEAFCS Show Management. We agree to abide by the terms located below. Application will not be accepted without a signature.

Authorized Signature

Printed Name

Date