



Virtual MarketPlace Exhibit Rules and Regulations

TERMS & CONDITIONS

By signing the ASB BakingTECH MarketPlace 2021 Exhibitor Application for a Virtual Exhibit Booth, the undersigned agrees to abide by all rules (Terms), requirements, restrictions, and regulations as set forth in the MarketPlace Registration Information and Rules and Regulations enclosed herewith and any regulations especially designated by the ASB, JDC Events, and Eventfinty. Failure to abide by such rules and regulations may result in forfeiture of all monies paid or due the ASB under the terms of this agreement. No exhibitor may assign or sublet the whole or any part of the space allotted, nor exhibits therein any goods other than those manufactured or handled by the exhibitor in the regular course of business.

Exhibitors understand and agree that the American Society of Baking Rules & Regulations are an integral and binding part of the virtual showroom application & contract. Following these guidelines will help lead to a successful show for all BakingTECH exhibitors.

AGREEMENT FOR SPACE

Applications for rental of virtual exhibit space shall be subject to the approval of the American Society of Baking and when so accepted and upon the full payment of rental charges shall constitute an Agreement. The Exhibitor acknowledges that a duly authorized representative of the Exhibitor has read, understands, and agrees to be bound by the Agreement, including the Terms and Conditions provided herewith and incorporated by reference herein. The American Society of Baking is not responsible for the claims made by its Exhibitors and reserves the right to reject any request to exhibit at its regional and national conferences at its discretion for any or no reason. Upon acceptance of the Virtual Exhibit Space Agreement by American Society of Baking, its contents, as modified if applicable, shall become a legally binding agreement for exhibit space between the Virtual Exhibitor and American Society of Baking, subject to the terms and conditions herein. The Virtual Exhibitor agrees to accept and, when requested, to promptly respond to Show information sent by The American Baking Society and or JDC Events via e-mail or any other method of communication.

1. Payment for Space — Any Virtual Exhibitor receiving the member booth rate must have an active membership status at the time of the start of the virtual event or will be billed at the non-member rate. Failure to make payment when due will be deemed a cancellation by the Virtual Exhibitor of its booth space and this contract subject to section 2 herein, and the American Society of Baking will be permitted to reassign the Virtual Exhibitor's booth space at its discretion.

2. Space Cancellations — All sales are final. Full payment is due at the time of application submission. Failure to submit payment will result in the Exhibitor's virtual exhibit booth application not being processed/approved. Virtual exhibit booths will not be activated

unless full payment for virtual exhibit booth has been received. The payments under this Agreement shall constitute payment solely for the virtual exhibit program as described in the MarketPlace 2021 and Exhibitor Prospectus.

3. Eligibility — The American Society of Baking 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. ASB reserves the right to determine or verify eligibility of Exhibitors for inclusion in the event prior to, or after, submission of the Virtual Exhibit Space Agreement. ASB will determine the appropriateness of products to be exhibited by their distinctive characteristics or performance capability. ASB also reserves the right to prohibit display or advertisement of products at any time if display or advertisement of such products would not meet event objectives or would cause Exhibitors to be in violation of these Exhibitor Terms & Conditions, the Exhibit Display Regulations, or the Intellectual Property Rights Policy.

4. 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 by a Virtual Exhibitor shall be considered accepted and approved by The American Society of Baking if notification is provided by Virtual Exhibitor to, and received by, ASB by any form of written communication and notification of ASB 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. ASB 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 ASB for the virtual booth, ASB 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 ASB pursuant to the Virtual Exhibit Space Agreement or any subsequent agreement for payment terms. Changes initiated by ASB 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 The American Society of Baking within five (5) business days of receiving ASB's notification of such change.

5. Character of Exhibits — The Exhibitor shall not conduct or permit any activities which (a) are prohibited by any applicable law, regulation, rule, or ordinance; (b) endanger the health or safety of any persons or property; or (c) are inconsistent with rules, regulations, policies, or procedures of The American Society of Baking. At its discretion, if at any time ASB deems a virtual exhibit,

or an exhibit's contents objectionable, ASB 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 ASB, is detrimental to or unsuitable for the event or jeopardizes the event's safe operations. This right may be exercised by ASB at any time, regardless of whether it is before the event or during the event. In the event the right is exercised during the event, ASB shall not be liable for refund of exhibit space rental fees, exhibit equipment rental fees or any other expense incurred by reason of ASB'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, The American Society of Baking, their directors, officers, agents, employees and/or servants for such removal and/or cancellation.

6. Use of Space — All virtual exhibit booths shall be operated in a way that will not detract from other showrooms, or the event as a whole. Show Management reserves the right to remove any showroom that ASB believes to be detrimental to the purpose of the meeting. Any infringement of this regulation will result in the prompt removal of the offending exhibit company from the ASB BakingTECH MarketPlace 2021.

No Exhibitor is permitted to show goods other than those manufactured or dealt with by the firm in the regular course of business and approved by ASB, which reserves the absolute right to withhold such approval without assigning any cause, therefore. No Exhibitor shall assign, sublet, or share the space allotted without the knowledge and written consent from The American Society of Baking (see paragraph 17). All virtual booths will be inspected during the event and any exhibitor deviating from the Rules must make modifications to its virtual exhibit space at Virtual Exhibitor's expense. If modifications are not made by the virtual exhibitor, ASB will make any necessary adjustments, at the exhibitor's sole expense. Moreover, virtual exhibitors shall be responsible for all costs associated with ensuring any activities, if applicable, are deemed safe under any and all conditions, as determined by The American Society of Baking in its sole discretion. ASB will not be subject to any damages whatsoever should an activity or display be required to be terminated or removed by ASB, or its designees, due to such circumstances.

- **Virtual Booth Space.** Virtual Booths should look professional and engaging. The background of your camera view should be clean and professional. The use of personal pictures, posters, banners, etc. are encouraged.
- **Virtual Booth Preparation.** All virtual booths must be tested and operational on the day of the event. Testing must be scheduled and performed the day prior to the event or the morning of the event. Untested virtual booths may be restricted or removed from the event.
- **Late Arrival.** Late arrival to exhibitor's virtual booth space will not be permitted without prior written permission from The American Society of Baking.
- **Default Occupancy.** Any exhibitor failing to occupy space contracted for in a timely manner is not relieved of the obligation of paying the full rental price for such space, and

ASB staff has the right to use such space as it sees fit to eliminated blank space in the virtual exhibit marketplace, if the virtual booth space is not occupied by the virtual exhibitor 1 hour prior to the start of the exhibit.

- **Early Move-out.** The virtual exhibitor shall not initiate move-out or abandon its virtual exhibit prior to the official Event closing time.
- **Giveaways/Contests/Lotteries.** Any exhibitor having a contest or drawing of any kind must follow all governmental laws, ordinances, rules and regulations. It is the exhibitor's responsibility to make sure they correctly follow all rules and regulations. Any violations will be at the sole expense and fault of the exhibitor. ASB BakingTECH MarketPlace 2021 is not responsible or liable for any contests, drawings or giveaways held prior, during or after the meeting.
- **Product Descriptions.** Any copy or content used by the exhibitor to describe or promote itself or its machinery, equipment, ingredients, materials, services, or other items being exhibited at ASB BakingTECH MarketPlace 2021 shall not seek to attract customers under false pretenses, such as by using the names of a competitor or competitor's products
- **What May Be Exhibited.** The show is designed for display and demonstration of services related to the commercial baking industry, to include but not limited to: cold storage, conveyors & belts, depositors, e-commerce, extrusion, facility management, finishing, food safety/testing, ingredients, ingredient handling, mixing, mixers, make up & mixing, ovens, packaging, packaging equipment, pans & small equipment, product handling/food distribution, proofers, RFID tracking, sanitation & safety, sheeting & laminating, slicing equipment, software/technology, spray systems, training & consulting services, and trucking/distribution/logistics.

7. Exhibit Personnel — Virtual Exhibit Booths must remain staffed during the EXCLUSIVE hours noted below. All exhibitor activities must be confined to the limits of the exhibitor's allocated virtual exhibit booth and chat room and must not interfere with the activity of other exhibitors. No exhibitor shall sublet, assign or share any part of their allocated virtual exhibit booth.

EXHIBIT HOURS

Each Exhibitor is required to keep at least one attendant in their virtual exhibitor booth during all EXCLUSIVE show hours, subject to removal of their virtual showroom from the show. The official MarketPlace 2021 schedule is as follows (virtual exhibit booths remains active for 2 months after event):

FEBRUARY 16, 2021, TUESDAY

2:15 pm – 5:15 pm central time (Open Hours)

2:15 pm – 4:00 pm central time (Exclusive)

FEBRUARY 17, 2021, WEDNESDAY

8:00 am – 5:00 pm central time (Open Hours)

8:00 am – 9:00 am central time (Exclusive)

3:50 pm – 5:00 pm central time (Exclusive)

FEBRUARY 18, 2021 THURSDAY

8:00 am – 3:30 pm central time (Open Hours)

8:00 am – 9:00 am central time (Exclusive)

11:00 am – 1:00 pm central time (Baker Brunch Dine-a-rounds – MarketPlace Exhibitor appointments with Bakers for group discussion)

Note: Schedules are subject to change without notice.

All Virtual Exhibitor personnel and their contractors must always wear appropriate apparel. ASB reserves the right to make determinations on appropriate apparel. Business or business casual attire is recommended. Virtual exhibitors who are uncertain about compliance with the appropriate apparel and entertainment regulations are encouraged to consult with ASB in advance of the event.

- Attendants, models, and other employees and representatives of exhibitors must confine their activities to the virtual exhibit space.
- Virtual booths must be staffed or have notification of return time during all event hours. Exhibitors that are not staffed their exhibit space during event hours could be subject to loss of credentials for future shows and loss of other show privileges as determined by ASB.
- Virtual Exhibitors 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 ASB.
- Virtual Exhibitors may not harass or antagonize another party or attendee.
- No area of the Eventfinity exhibit booth platform shall be used for any improper, immoral, illegal or objectionable purpose.

8. **Buyer Activities** — Virtual exhibitors are not permitted to host or sponsor any event off the event floor that attracts buyers during exhibit hours unless such event is approved in writing by The American Society of Baking.

9. **“Outboarding”** occurs when a company that is eligible to exhibit at the event does not exhibit but hosts buyers at a venue away from the event during set-up days or event days. Companies that engage in outboarding may be prohibited from exhibiting with ASB for one to three years as determined by The American Society of Baking. 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 The American Society of Baking.

10. **Objectionable Exhibits** — See section 5. above regarding ASB’s right to remove and/or cancel exhibit space, or any portion thereof, that Show Management deems objectionable.

11. **Liability and Insurance** — Neither The American Society of Baking, 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. Notwithstanding any other provision of this agreement, the maximum liability of ASB to the exhibitor will in no event exceed the lesser of (i) the amount of exhibit fees paid by the exhibitor to ASB or (ii) \$5,000; recovery of such amount shall be the Exhibitor’s sole and exclusive legal remedy. Any claim against ASB by the Exhibitor not submitted to ASB within thirty (30) days of the close of the event shall be forever waived, and no suit or action shall be brought against ASB more than one (1) year after the MarketPlace 2021 conference.

12. **Accidents/Incidents** — Any accident or incident involving or occurring in the exhibitor’s virtual booth, or as it relates to virtual booth personnel are the express responsibility of the virtual exhibitor.

13. **Admission Regulations** — Virtual exhibitor logins may not be ordered for or transferred to buyers or non-employees. Logins are the property of BakingTECH 2021 and are non-transferable. Virtual exhibitors waives any right to claim for damages against ASB or the Facility for the ejection of any person or persons from the Facility by the Facility or ASB where, in the sole determination of the Facility and/or ASB, such person or persons have or likely will create a danger to public health and/ or safety or behave in an objectionable manner.

14. **Termination** — American Society of Baking reserves the right to cancel any exhibiting company conference/virtual event at any time and for any reason at its sole discretion. In the event of such cancellation, the Virtual Exhibitor’s sole remedy shall be refund of rental charges previously paid to American Society of Baking less any amounts otherwise owed by the Exhibitor to ASB. Under no circumstances shall ASB be liable for consequential, special, or incidental damages. Failure of the Exhibitor to comply with any term or provision of this Agreement may, at the sole and absolute discretion of ASB, result in the immediate termination of the Agreement and forfeiture of all payments made by the Exhibitor to the American Society of Baking.

15. **Governing Law** — This Agreement shall be governed, construed, and enforced in accordance with Indiana law, without regard to the principles of conflicts of laws there under. Exhibitor hereby consents to personal jurisdiction and venue in Indiana and hereby waives any right to object to personal jurisdiction or venue. In the event that any provision of this Agreement is held invalid or unenforceable in any circumstances by a court of competent jurisdiction, the remainder of this Agreement, and the application of such provision in any other circumstances, shall not be affected thereby.

16. **Indemnification** — Exhibitor agrees to indemnify, defend, and hold harmless The American Society of Baking against any claim, damage, expense, or loss, including but not limited to reasonable attorney’s fees at counsel of ASB’s choice, arising out of or otherwise related to and The ASB Marketplace 2021, Inc. conference/virtual event.

17. **Subletting** — Exhibitor may not sublet or lease its booth space to any other entity or person without the written consent of ASB. (see paragraph 6)

18. These terms and conditions become a part of the Agreement between the virtual exhibitor and The American Society of Baking. They have been formulated for the best interest of the virtual exhibitors.

GENERAL

BakingTECH and MarketPlace 2021 are the property of the American Society of Baking, hereinafter referred to as ASB or Show Management. BakingTECH and MarketPlace 2021 are produced by ASB and hereinafter is referred to as the “Show” Rulings by Show management shall, in all instances be final with regard to use of any virtual exhibit space. Each prospective exhibitor is required to submit a Virtual Exhibitor Application & Contract. By doing so, the exhibitor subscribes to the MarketPlace 2021 Rules and Regulations, which is in part of the Virtual Exhibitor Application & Contract.

VIOLATIONS

Violation of any of these regulations on the part of the exhibitor, its employees, or agents shall annul the right to occupy the space and such exhibitor will forfeit to Management all monies, which have been paid. Upon evidence of violation, Management may re-enter and take possession of the space occupied by the exhibitor and may remove all persons and goods at the exhibitor's risk. The exhibitor shall pay all expenses, or damages, which Management may incur.

LICENSE OF INTELLECTUAL PROPERTY

ASB and the exhibitor are each the sole owner of all right, title, and interest to ASB's and the exhibitor's respective information, including such party's logo, trademarks, trade names, and copyrighted information, unless otherwise provided (collectively, “Intellectual Property”). ASB and the exhibitor hereby each grant to the other a limited, nonexclusive license to use certain of the granting party's intellectual property, including names, trademarks, and copyrights, in connection with promotion of the Virtual MarketPlace 2021.

COMMERCIAL DISPUTES WITH OTHER EXHIBITORS

ASB has no obligation to screen, evaluate, or exclude as an exhibitor any company based on its business practices. The Exhibitor will not attempt to compel ASB to take action against a company with which the exhibitor has a patent, trademark, or other commercial dispute. The exhibitor will not seek legal recourse or remedy against ASB, and ASB will not be liable, for the display of a product that infringes the patent, trademark, or other rights of exhibitor.

HARASSMENT

ASB wishes to create a welcoming environment at BakingTECH and MarketPlace 2021 and expects all participants to refrain from harassing behavior and speech, including in group or 1:1 chat rooms. Any person who has been subjected to harassment, or who witnessed harassment, is encouraged to notify ASB staff.

ASB reserves the right to take any action it deems appropriate in response to such conduct by any person, including removal of that

person from MarketPlace and BakingTECH 2021 and prohibiting attendance at future events. Without limiting the foregoing, the Exhibitor and all exhibitor personnel shall be subject to the MarketPlace and BakingTECH 2021 Code.

RECORDING POLICY

By exhibiting at MarketPlace 2021, the Exhibitor agrees to ASB BakingTECH MarketPlace 2021 Recording Policy. ASB BakingTECH MarketPlace 2021 prohibits the recording (photographic, screen capture, audio and/or video), copying or downloading of education sessions, exhibitor videos, product demos and any other content not specifically listed here that is presented during the BakingTECH 2021 Virtual Conference.

NO-SHOW POLICY

An exhibiting company will be considered a no-show if its virtual exhibit booth is not prepared for virtual viewing by February 16, 2021. The Exhibitor shall be deemed to have cancelled their Virtual Exhibit Booth Application/Agreement for MarketPlace 2021 and will forfeit their space. ASB will not provide a refund to the exhibitor.

ENFORCEMENT OF RULES AND REGULATIONS

Any exhibitor found in violation of these rules and regulations may be subject to any or all of the following remedies at the sole discretion of ASB, MarketPlace and BakingTECH 2021.

- The showroom is deactivated and eliminated from the virtual exhibit space until the situation is remedied,
- The virtual exhibit booth is deactivated and removed for the remainder of the show,
- Exclusion from exhibiting at future meetings.

Exhibitors understand and agree that the American Society of Baking Rules & Regulations are an integral and binding part of the virtual showroom application & contract. Following these guidelines will help lead to a successful show for all BakingTECH exhibitors.