

2026 Summit of the Americas

Exhibitor Conditions, Rules and Regulations

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This Application and Contract to participate in the 2026 Summit of the Americas ("Summit") at Rosen Shingle Creek Resort ("Facility") over March 28, 2026 – March 31, 2026 including but not limited to move-in and move out dates ("Event Dates") shall become effective when it has been submitted by the exhibiting company ("Exhibitor") and/or sponsoring company ("Sponsor") and accepted by IAADFS. The individual signing this Application and Contract represents and warrants that he/she is duly authorized to execute this binding Application and Contract on behalf of Exhibitor. By signing below, Exhibitor and/or Sponsor agrees to be bound by the terms and conditions below. Exhibitor/Sponsor agrees that upon acceptance of this Application and Contract by IAADFS, with or without appropriate payment of the exhibition and/or sponsor fee and further action by Exhibitor or Sponsor, this Application and Contract, together with the terms and conditions below (collectively "this Contract"), shall become a legally binding contract between IAADFS and Exhibitor/Sponsor. Exhibitor/Sponsor should read these rules carefully before signing the application. After completing the Exhibit Space/Sponsor Application and Contract, please give a copy of these rules to the person(s) responsible for the set-up of your space(s) and to all employees who will be present at the 2026 Summit of the Americas to ensure complete compliance.

BOOTH CONSTRUCTION/DESIGN/LAYOUT REGULATIONS

- All exhibit designs must be approved by IAADFS and submitted by January 9, 2026.
- All in-line booths must provide and have a back wall that extends the full width of the assigned booth space, as well as side walls that extend from the back wall to the front of the booth space. Side walls on open corners may be eliminated for additional visibility.
- In-line booth exhibitors may build up to 8 ft. (2.4 m.) in the back two-thirds of their exhibit space. Any displays, materials, walls, products, or other items in the front third of the booth are restricted to a maximum of 3 ft. (1 m.). For all in-line booths, no part of any display, wall, product, or other item may be higher than 8 ft. (2.4 m.).
- The back wall of in-line booths shall be placed along the center line of each double row of booths, unless the company has reserved an end-cap or peninsula booth, in which case the back wall of the end-cap or peninsula booth shall be placed centered and perpendicular to the center line of the backing booths.
- The back wall of end-cap and peninsula booths is restricted to two-thirds the width of the overall contracted space (14 ft. or 4 m.) to preserve line of sight to the backing booths. The back wall of end-cap and peninsula booths cannot exceed 8 ft. (2.4 m.). End-cap and peninsula booth exhibitors may build up to 8 ft. (2.4 m.) in the center two-thirds of their exhibit space. Displays/materials/walls/products within 3 ft. (1 m.) of the two side aisles are still restricted to a maximum of 3 ft. (1 m.) to preserve line of sight for the backing booths.
- The reverse side of all side wall panels extending from the back wall of the display must be finished to avoid a raw exposure to a neighboring booth.
- Exhibitors with island booths may build to a height of 16 feet (4.8m) anywhere in their contracted space.
- Exhibitors who are using booth designs that have not previously been used with IAADFS must submit copies of these booth designs to IAADFS for review and approval by January 9, 2026. Exhibitors whose booths do not conform to these regulations may apply to IAADFS for exceptions, and such requests must be submitted in writing by January 9, 2026.
- Exhibitors who set up in-line booths that have not been approved by IAADFS and do not conform to the above requirements will be required to purchase a standard hardwall booth onsite from Fern Expositions for an additional fee.
- Exhibitors in private rooms will be required to submit to IAADFS detailed floorplans of their rooms showing the specific locations of all structure and furnishings by January 9, 2026, for submission for review and approval by the Orlando Fire Marshal.

BOOTH AND DISPLAY APPEARANCE

The 2026 Summit is designed to offer exhibitors the opportunity to display their products in a high-quality environment consistent with the high standards and luxury goods nature that always have been the benchmarks of the duty free and travel retail industry. Overall booth design, appearance, and quality of presentation are critical to maintaining these high standards and ensuring the success of the Summit. Therefore, IAADFS reserves the right at its sole discretion to review booths and displays for the purpose of ensuring that the quality of all presentations are consistent with generally accepted norms for the duty free and travel retail industry, and to refuse to accommodate in the future any exhibitors not conforming to these norms. Furthermore, when assigning space for the Summit, IAADFS reserves the right to take into consideration, among other factors, the historic and/or expected nature of a company's exhibit when determining where to position that company.

PAYMENTS, CANCELLATIONS & REFUNDS

Exhibitors & Sponsors must remit 50% percent of their total fees by November 21, 2025. Contracts received after November 21, 2025, must remit payment in full (100%) upon receipt of invoice by January 23, 2026. Full payment must be received on or before January 23, 2026, regardless of Applications & Contract submission date unless payment arrangements were made with the IAADFS Sales Team. IAADFS reserves the right to reassign an exhibit booth space if the Exhibitor fails to remit 100% payment by January 23, 2026. IAADFS reserves the right to hold or revoke Exhibitor badges for any Exhibitor with an unpaid balance and to instruct all official contractors to deny goods and services.

Credit card payments can be made online using American Express, MasterCard or Visa. Checks must be payable to IAADFS and must be drawn on a US bank in US dollars; send checks to the following address via the U.S. Postal Service:

IAADFS
Lockbox 778630
350 East Devon Avenue
Itasca, IL 60143 USA

Contact us if you wish to send checks by courier such as FedEx or UPS since the above address does not accept courier packages. Exhibitors who wish to pay by ACH/wire will receive information upon receipt of invoice.

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CANCELLATION OF FULL OR PARTIAL SPACE BY EXHIBITOR

Cancellation of exhibit space or sponsorship must be directed via email to Sales Manager, Sarah Appleton at sappleton@IAADFS.org, provided that the cancelling Exhibitor or Sponsor obtains confirmation of IAADFS's receipt of the email on or before the cancellation deadline of January 23, 2026.

For cancellations of space received between the initial space selection (the week of November 17, 2025) and January 23, 2026, Exhibitor is responsible for, and IAADFS shall be entitled to retain, 50% percent of the contracted amount (partial or full cancellation).

Full payment is required and no refunds whatsoever will be made on cancellations or reductions of space on or after January 23, 2026.

Notwithstanding the foregoing, Exhibitor or Sponsor will have no right to cancel all or any portion of assigned exhibit space or this Contract subsequent to IAADFS's cancellation of the Event.

CANCELLATION OR CHANGES TO 2026 SUMMIT OF THE AMERICAS BY IAADFS

If for any reason IAADFS determines that Summit of the Americas must be cancelled, shortened, delayed, dates changed, or otherwise altered or changed, Exhibitor/Sponsor understands and agrees that IAADFS space rental fees or deposits already paid will be returned to Exhibitors/Sponsors on a priority basis after all related show expenses incurred by IAADFS through the date of cancellation have been met plus an administrative fee and overhead charges. Exhibitor/Sponsor understands that it may lose all monies it has paid to IAADFS for space in the Show, as well as other costs and expenses it has incurred, including travel to the Show, set up, lodging, decorator freight, employee wages, etc.

Exhibitor/Sponsor, as a condition of being permitted by IAADFS to be an Exhibitor/Sponsor in the Event, agrees to indemnify, defend and hold harmless IAADFS, its directors, officers employees, agents and subcontractors from any and all loss which Exhibitor/Sponsor may suffer as a result of Event cancellation, duration, delay or other alterations or changes caused in whole, or in part, by any reason outside IAADFS's control. The terms of this provision shall survive the termination or expiration of this Contract.

EARLY ACCESS FOR EXHIBITOR PERSONNEL

Registered exhibitor personnel will be permitted to access the exhibit area starting at 8:00 am on March 29-31 to finish any last-minute preparations before the start of the business day. Exhibitors who have a need for earlier entry for their staff or contractors to prepare the booths for opening each day must contact IAADFS staff on site to request special arrangements for earlier access.

EXHIBITOR SERVICES MANUAL

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

EXHIBITOR INSTALLATION AND DISMANTLING

The move-in and installation period for all exhibitors is Friday, March 27 and Saturday, March 28, 2026. Due to limited time and space constraints, we are unable to offer additional move-in or installation time for any exhibitors. All exhibitors should plan to have their exhibits in place by 11:59 pm on Saturday, March 28. Dismantling will begin at 12:00 pm on Tuesday, March 31 and concludes at 5:00 pm on Wednesday, April 1, 2026. **NOTE:** Exhibitors may not pack up or begin dismantling their exhibits before the official close of the exhibit area. Once installed, no part of an exhibit may be removed during the Summit without special permission from IAADFS, and violation of this regulation will result in loss of priority space assignment at future exhibitions. Any exhibitor that has booth space in Panzacola G1/G2 will be required to have their booth fully dismantled and moved out by Tuesday, March 31 at 11:59 pm. Exhibitors placed in Panzacola H or a private meeting room will have until Wednesday, April 1 at 5:00 pm for their displays to be dismantled, packed, and loaded on their outbound carrier.

ADMISSION OF INSTALLATION AND DISMANTLING CREWS

IAADFS maintains a strict policy for the admission of installation and dismantling crews for reasons of security and worker safety. During the set-up period of Friday, March 27 and Saturday, March 28, the only personnel who will be able to access the exhibit area will be exhibitors wearing official Summit exhibitor badges, laborers hired by Fern, and exhibitor-appointed contractors that have been officially authorized by IAADFS for admission. If you plan to set up using any outside installation and dismantling company, you must notify IAADFS in advance of the Summit. That company must submit a certificate of insurance as described in the exhibitor service manual. Should your company fail to notify IAADFS that you intend to use an outside installation and dismantling company, or if that company fails to provide the required certificate of insurance, your chosen contractor will not be allowed entry into the exhibit area to set up your booth. As an exhibitor, it is your responsibility to ensure that your company staff and contractors abide by the Summit's rules and regulations as well as all union rules and regulations.

PROHIBITION OF SALES

The sale of goods or services in the exhibit area is prohibited at all times, as this type of activity would threaten IAADFS' status as a tax-exempt organization. While order-taking in the exhibit area is permitted and encouraged, exhibitors agree not to deliver any goods and/or services while on site for the 2026 Summit of the Americas, including during the teardown period. For the purposes of this prohibition, "sale" is defined as the receipt of any legal tender (regardless of issuing country) by a Summit exhibitor in exchange for any goods or services offered by that exhibitor. In light of the importance of enforcing this prohibition, any exhibitor found to be in violation of this prohibition will forfeit their right to occupy the contracted space, and any cost for the removal of the exhibitor's display and/or products will be borne by the exhibitor. Additional penalties, such as a reduction of priority points, may be assessed by IAADFS for violation of this clause.

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ASSIGNMENT OF SPACE

For all Applications and Contracts received on or before October 31, space is assigned via online space selection based on priority points. Space selection will be hosted via Zoom the week of November 17, 2025. Space selection instructions along with assigned date and time slot will be emailed to the logistics contact for the listed on the Application and Contract. An Application and Contract is required to select space.

For all Contracts received after October 31, space will be assigned on a first-come, first-served basis after November 17, 2025 once the online space selection is complete.

Exhibitors earn priority points by exhibiting at Summit of the Americas each year. (1) point is provided for every 100 sq. ft. contracted.

If there is a priority point tie, a lottery will be held to see which company selects first. If an Exhibitor changes their name, it is their responsibility to inform IAADFS Event Management. Because it is nearly impossible to contact all exhibitors for new selections of booth space, IAADFS Event Management reserves the right to assign the next most suitable space when the requested space is not available. IAADFS Event Management also reserves the right, at its sole discretion, to modify the floor plan to accommodate space sales or to avoid conflicts, and, should conditions dictate, IAADFS reserves the right to adjust the floor plan and relocate exhibit booths as necessary. If the Exhibitor has an outstanding balance due with the IAADFS for any other item, IAADFS reserves the right to exclude the Exhibitor from the space selection or assign space. The preferences given for booth space locations on the Application and Contract are guidance and are not guaranteed by IAADFS.

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

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

IAADFS will maintain a waitlist for any Exhibitor who wishes to be placed in a different booth location after their initial selection. To be added to the waitlist, Exhibitor shall submit a written request, including the requested size of space to <EMAIL>. Exhibitors are added to the waitlist on a first-come, first-served basis based on date and time of email receipt by IAADFS. IAADFS reserves the right to change Event Hours or dates, to rearrange the floor plan, and/or to relocate any Exhibit Booth/Exhibitor as it deems necessary at any time.

SUBLETTING OF SPACE PROHIBITED

Exhibitors are not permitted to assign, sublet, or otherwise transfer a booth or any part of the space allotted to them. Exhibitors will not exhibit, or permit to be exhibited in their space, any merchandise or advertising materials that are not part of their company's regular products.

RESTRICTIONS

- IAADFS reserves the right, at its sole and absolute subjective discretion, to exclude from display or demonstration any exhibit or part thereof which it deems to be objectionable to the exhibition as a whole or to the purpose and/or proper functioning of the Summit of the Americas.
- No signs or other articles are to be fastened to hotel walls, floors, ceilings, or electrical fixtures. The use of tacks, glue, plastic tape, nails, screws, bolts, or any tools or materials that could mar the facility is prohibited. IAADFS reserves the right to cancel, limit, or restrict any Summit operations that might be considered objectionable. IAADFS will, after due notice, shut down any exhibit in violation of these policies without refund to the exhibitor, and the exhibitor will be responsible for any costs associated with this shutdown.
- All booths and materials contained within booths must comply with U.S. Fire Department Regulations, a copy of which will be included in the exhibitor service manual for reference.
- No open flame devices, candles, or other similar materials are permitted to be used inside the hotel. A fire department permit is required to display and operate any heaters, barbecues, or other heat-producing devices, and the use of such items may be further restricted by IAADFS and the hotel.
- The following items and materials are expressly prohibited inside the exhibit area: glitter, confetti, adhesive-backed decals and stickers, and all balloons (whether helium or air-filled).

BOOTH STAFFING

All booths are to be continually staffed during exhibit area hours. Companies that do not keep their booths staffed during published Summit hours risk losing their priority points and exhibit space for future shows. Exhibitors get a base allotment of (3) badges for booking space, plus (1) for every 100 square feet of space booked. For example, a 10x10 exhibitor gets (4) total badges while a 10x20 exhibitor gets (5), 10x30 exhibitor gets (6), etc.

PRODUCT SAMPLING AND DEMONSTRATIONS

The distribution of product samples is an excellent way for exhibitors to obtain additional exposure during the Summit and to demonstrate to buyers the quality of products, so exhibitors are welcome to distribute product samples and other types of promotional products from within their contracted booth space. For 2026, IAADFS and the Rosen Shingle Creek Resort will permit sampling only in the designated pre-function area. IAADFS reserves the right to terminate sampling activities if any complaints are received that sampling has been hosted outside of the designated area. Exhibitors must contact IAADFS in advance of the Summit with a description of the intended product sampling activity and must receive prior written permission from IAADFS in order to conduct such product sampling if the activity is going to be conducted outside of an exhibitor's contracted space. No demonstrations or product distribution may be conducted in the aisles of the exhibit area. These activities may not interfere with normal traffic flow, overflow into neighboring exhibits, or otherwise interfere with the activities of other exhibitors, and noise levels from demonstrations or sound systems should be kept to a minimum. IAADFS reserves the right to cease any product demonstrations or sampling activities that are disruptive, and IAADFS reserves the right to determine the point where any infractions constitute a violation of the rules. All IAADFS decisions are final. **Note:** all manufacturers and distributors of alcohol products will be required to hire hotel bartenders for the sampling of their products due to liquor liability restrictions in place with the hotel.

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PRIVATE SOCIAL EVENTS AND BOOTH EVENTS

Exhibitors are encouraged to host events in their spaces during open exhibit area hours and when it is appropriate for the exhibitor's audience. These events must take place in the exhibitor's contracted space and must not interfere with the activities of surrounding exhibitors. Exhibitors wishing to hold events toward the end of the scheduled exhibit area hours must coordinate these events with IAADFS, especially if it is possible that attendees may arrive after the posted closing time of the exhibit area, since access will be restricted at that time. Exhibitors also have the option of hosting private events, such as product launches, parties, or cocktail receptions, in the ancillary rooms of the hotel. For all private events, please note the following:

- With the exception of events held in an exhibitor's space, private parties and other functions cannot be scheduled in conflict with Summit events or during exhibit area hours.
- Whether events are to be held in the exhibitor's space or in ancillary space, IAADFS must be informed of and approve of your intention to host the event since it will be held in conjunction with the 2026 Summit. You must submit your event information to IAADFS via email and have your event approved **before sending any invitations**. This process allows IAADFS to plan security schedules and avoid scheduling conflicts between exhibitor events. This is especially important if you plan to host an event in your booth that may extend past the published exhibit area closing time. If your event is scheduled to extend past the published exhibit area closing time or if we determine that it is likely to cause a security concern for surrounding exhibits, you may be required to pay for additional security.
- Any functions to be held in any of the function space at the Rosen Shingle Creek Resort requires IAADFS' assistance to reserve the space to ensure there are no conflicts with the event schedule.

CATERING DEPARTMENT INFORMATION

The hotel's catering department offers a diverse menu to fulfill all of your company's food and beverage needs. The exhibitor service manual will provide information on ordering all types of food and beverage items. However, you are not limited to what will be listed in the service manual. Unique menus can be created and special items can be ordered to provide the catering experience you are looking to achieve for your clients. Please note that with the exception of food and beverage items that an exhibiting company represents, all other food and beverage items must be obtained through the hotel's catering department. Additional policies regulate the distribution of food and beverage items that are part of an exhibiting company's regular product line and are being brought into the Summit. Specific details and requirements will be outlined in the service manual.

USE OF ASSOCIATION NAMES, SHOW NAME, AND LOGO

The IAADFS name, Summit name, and logo are considered the exclusive property of IAADFS and may not be used by any exhibitor for advertising, mailing pieces, signs, e-mail or fax marketing campaigns, promotions, or for any other purpose before, during, or after the 2026 Summit of the Americas without prior written consent of IAADFS. Requests to use the IAADFS name, show name and/or logo must be submitted in writing to IAADFS and must include a draft copy of the item that is intended to include the IAADFS name, event name and/or logo for IAADFS review and approval. Violations of this policy may result in a loss of exhibitor priority points.

CUSTOMS AND SHIPPING INFORMATION

Instructions for shipping exhibit materials and products to the Summit will be furnished in the exhibitor service manual. IAADFS will designate an official international freight forwarder, though exhibitors are welcome to use their preferred customs broker for clearing freight for importation into the United States. As the official general services contractor, Fern will still be responsible for delivery of freight between the hotel's dock and the exhibit space, and the cost of this service **is included** in the exhibit space rental fee. Exhibitors can ship their booth materials to Fern's Advanced Warehouse or direct to Show Site. Exhibitors with booths within the exhibit hall will follow a targeted move in schedule while those who have contracted private meeting rooms will move in via pre-set appointments to ensure all freight can be moved in on time.

Exhibitors of liquor and tobacco products are reminded that the State of Florida has very specific regulations on the importation of alcoholic beverages, cigarettes, and other tobacco products into Florida, and that all importation of these products must be processed through a licensed Florida Wholesale distributor who will ensure that all excise taxes are paid, brands are registered, and reports are filed. Exhibitors who decide to import their products directly for the Summit without working through a Florida Wholesale distributor will be required to make a voluntary payment of the excise taxes. Also, please note that our official international freight forwarder is not able to accept shipments of alcohol products for importation into the United States for use at the Summit, so if you plan to import alcoholic beverages into the United States for the Summit, you will need to work with a licensed alcoholic beverage importer in Florida for the importation of this product. This does not prevent our official international freight forwarder from assisting you with the importation of your displays and equipment, only the actual alcohol products.

SECURITY

Guard service will be provided in the exhibit area starting at 8:00 am on Friday, March 27, and ending at 5:00 pm on Wednesday, April 1. All security is subject to the following clause on Assumption of Risk.

ASSUMPTION OF RISK

The layout of the exhibit area and the number of people present in the exhibit area make the likelihood of it being a completely secure environment unrealistic. The exhibitor assumes all risk of loss for exhibitor's merchandise, fixtures, displays, and any other property of the exhibitor located in the exhibit area, storage areas, or any other area where access has been provided to exhibitors by IAADFS. This risk extends to any loss resulting from theft, vandalism, or other damage caused by any agent or employee of IAADFS or caused by any other person either authorized or not authorized to be present at the exhibit area. Furthermore, the exhibitor acknowledges that despite the fact that IAADFS will provide security guards and storage areas at the exposition, all risk of loss, theft, or damage remains with the exhibitor. IAADFS' use of security guards is for general site security and safety and may not be adequate for the particular needs of exhibitors.

IAADFS has arranged for security guards to be on duty at all times during set-up and dismantling of the exposition. Security guards also will be on duty when the exposition is not in operation. IAADFS has made no representation regarding the adequacy of such security measures and has made no guarantees against losses of any kind. Exhibitors requiring special protection against loss should hire security as outlined in the exhibitor service manual. All exhibitors should also consult their individual insurance representatives to obtain appropriate insurance coverage. IAADFS suggests that you obtain a rider to your existing insurance policy that covers your displays and products from their point of origin to the Summit and back. The exhibitor assumes the entire responsibility and liability for losses, damages, and claims arising out of injury or damage to exhibitor's displays,

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equipment, and other property brought upon the premises of the Rosen Shingle Creek Resort. The exhibitor shall indemnify and hold harmless IAADFS, the Rosen Shingle Creek Resort, Fern Expositions, and their respective officers, directors, agents and employees from any and all losses, damages, and claims for either personal injury or property damage resulting from the actions or omissions of exhibitors, employees, and agents or resulting from a condition of exhibitors' displays, equipment, and property.

AMERICANS WITH DISABILITIES ACT

The exhibitor is responsible for making their exhibit accessible to persons with disabilities as required by the Americans with Disabilities Act. IAADFS, the Rosen Shingle Creek Resort, Fern Expositions, and any officer, director, employee, or agent thereof, are held harmless from any consequences of exhibiting companies that fail in this regard.

FORCE MAJEURE

IAADFS is not liable to any exhibitor for a cancellation of the Summit, either before or during the Summit, due to causes beyond IAADFS' control, such as acts of God, war, curtailment or interruption of transportation facilities, threats or acts of terrorism or similar acts, U.S. State Department or Homeland Security Department travel advisory, a U.S. government elevation of the terrorism alert level to elevated or imminent, civil disturbance, or any other cause beyond IAADFS' control that would make it inadvisable, illegal, impossible, or impractical (either because of unreasonable increased costs or risk of injury) to hold or continue the Summit. If a cancellation occurs under the terms of this provision, then IAADFS will determine the amount, if any, of the exhibit fees to be refunded as outlined in CANCELLATION OR CHANGES TO 2026 Summit of the Americas BY IAADFS

LIMITATION OF LIABILITY

IAADFS, their officers and employees are not liable for damage or loss of any exhibitor's properties through theft, fire, accident, or any other cause whether the result of negligence or otherwise. The exhibitor shall indemnify IAADFS against, and hold them harmless from, any complaints, suits, or liabilities resulting from negligence of the exhibitor in connection with exhibitor's use of display space. Exhibitors shall insure their exhibit, display materials and products. Exhibitors must carry a minimum of \$500,000 public liability insurance for bodily injury, \$1,000,000 in any one accident, and \$250,000 for property damage. A Certificate of Insurance for said coverage satisfactory to IAADFS naming IAADFS as additionally insured shall be provided to IAADFS upon request. The exhibitor shall obtain a waiver of subrogation releasing the carrier's subrogation rights from any insurance carrier that carries fire, explosion, or any other risk coverage insuring their property. IAADFS assumes no liability for any injury that may occur to visitors to the exposition. The exhibitor assumes the entire responsibility and liability for losses, damages, and claims arising out of injury or damage to exhibitor's displays, equipment, and other property brought upon the premises of the Rosen Shingle Creek Resort and shall indemnify and hold harmless the Rosen Shingle Creek Resort and its officers, directors, agents, and employees from any and all such losses, damages, and claims.

INDEMNIFICATION

Exhibitor agrees that it will indemnify, defend and hold IAADFS, their respective officers, directors, employees, agents and each of them, harmless from and against a) the performance or breach of this Contract by Exhibitor, its employees, agents or contractors; b) the failure by Exhibitor, its employees, agents or contractors to comply with applicable laws, regulations and ordinances; and c) the act, omission, negligence, gross negligence, or willful misconduct of Exhibitor, its employees, agents, contractors, licensees, guests, or invitees. This indemnification of IAADFS by Exhibitor is effective unless such injury was caused by the sole gross negligence or willful misconduct of IAADFS. Exhibitor agrees that if IAADFS is made a party to any litigation commenced by or against Exhibitor, or relating to this Contract or the premises leased hereunder, then EXHIBITOR WILL PAY ALL COSTS AND EXPENSES, including attorneys' fees, INCURRED BY OR IMPOSED UPON IAADFS BY REASON OF SUCH LITIGATION. THE TERMS OF THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT. The exhibitor hereby indemnifies and holds harmless IAADFS, the Rosen Shingle Creek Resort, Fern Expositions, and any officer, director, employee, or agent thereof (each of the foregoing being hereinafter referred to individually as the 'indemnified party') from and against all costs (including reasonable attorney's fees), losses, expenses, or liabilities to third parties (other than liability solely the fault of the indemnified party) arising from any act or omission (negligent or otherwise) of the exhibitor or its representatives in connection with the exhibitor's participation in the Summit.

LICENSES AND CONSENTS

The exhibitor shall be responsible for securing any and all necessary licenses (including music licenses) or consents for: a) any performances, displays, or other uses of copyrighted works or patented inventions; and b) any use of any name, likeness, signature, voice or other impression, or other intellectual property owned by any third party that is used, directly or indirectly, by the exhibitor. The exhibitor agrees hereby to indemnify, defend and hold IAADFS harmless from and against any claim of liability and any incident or resulting loss, cost or damage (including costs of lawsuit and attorney's fees) for failure to obtain these licenses or consents and/or for infringements or other violations of the property rights or the rights of privacy or publicity of any third party.

PROTECTION OF PROPERTY RIGHTS

The exhibitor represents and warrants to IAADFS that no materials used in or in connection with its exhibit infringe upon the trademarks, copyrights (including, without limitation, copyrights of music and other materials used or broadcast by exhibitor), or other intellectual property rights of any third party. The exhibitor agrees to notify IAADFS immediately of any information that the exhibitor becomes aware of regarding actual or alleged infringement of any third party's trademarks, copyrights, or other intellectual property rights. The exhibitor will indemnify, defend, and hold IAADFS, their agents, and their successors harmless from and against all losses, damages, and costs (including reasonable attorney's fees) arising out of, or related to, claims of infringement by exhibitor of the trademarks, copyrights, and other intellectual property rights of any third party. Notwithstanding the foregoing, IAADFS is not liable for and expressly disclaim all liability for infringement or alleged infringement of the trademarks, copyrights, or other intellectual property of any third party arising out of the actions of any exhibitor.

SEVERABILITY

If for any reason any provision of these rules shall be deemed by a court of competent jurisdiction to be legally invalid or unenforceable, the validity of the remainder of these rules is not affected. Such provision is deemed consistent with applicable law, and, in its modified form, such provision is enforceable and enforced.

CHOICE OF LAW

These rules shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Maryland and Washington D.C.

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ATTENDEE LISTS

Attendee lists from the Event representative of registered buyers are distributed only to exhibiting companies and sponsors. Lists include company name, contact name, title, phone number, mailing address and demographic information including what kind of products buyers' purchase and what types of stores they operate plus email address of those attendees who have opted in to receive emails from exhibitors when registering for the Event. Such lists shall only be used for mailings of promotional material relating to Exhibitor's booth at the Event and shall not be reproduced, transferred or used in any other manner. In using such lists for mailings, Exhibitor must ensure compliance with all country, state and local laws and regulations including, but not limited to, the European Union's General Data Protection Regulations (GDPR) and the California Consumer Privacy Act (CCPA). The Exhibitor shall indemnify, hold IAADFS, its directors, officers, employees, agents or subcontractors harmless from the performance or breach of this provision by Exhibitor, its employees, agents or contractors. The terms of this provision shall survive the termination or expiration of this Contract.

Please note that Exhibitor and no other individual or organization are authorized to market or to sell attendee lists of IAADFS or the Event. IAADFS shall not be responsible for any damages or costs related to Exhibitor for purchasing an attendee list via an unauthorized solicitation.

MINIMUM AGE FOR ADMISSION

Children under the age of 18 are not permitted in the exhibit area at any time. Any attendees or exhibitors arriving with children under the age of 18 will be denied access to the exhibit area with such children without any exceptions or refunds.

AMENDMENTS/ INTERPRETATION

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

ENFORCEMENT/ MISCELLANEOUS

This Contract is governed by Maryland law and the Exhibitor consents to the exclusive jurisdiction of the State and Federal courts seated in Washington D.C with respect to any action arising out of this Contract or IAADFS. The parties explicitly acknowledge and agree that the provisions of this Contract are both reasonable and enforceable. However, the provisions of this Contract are severable and, as such, the invalidity of any one or more provisions shall not affect or limit the enforceability of the remaining provisions. Should any provision be held unenforceable for any reason, then such provision shall be enforced to the maximum extent permitted by law. This Contract will be binding on the Exhibitor's heirs, successors and assigns.