

VIRTUAL SHOW | June 10 – 18, 2021

2021 KeHE HOLIDAY SHOW

EXHIBITOR RULES AND REGULATIONS

1. Application & Participation

All Exhibitors participating in 2021 KeHE Holiday Show must have completed and been accepted in the 2021 KeHE Holiday Show Exhibitor Contract and subscribe to the following official Rules and Regulations for the show. Applications to exhibit were not processed unless the exhibitor is a participant in the KeHE Marketing Program. If Exhibitor chose not to participate, cancellation was processed per Section 5 herein.

2. Eligibility; Display of a Non-Approved Product

Eligible companies are those that have been specifically invited to exhibit by KeHE. The objective of the 2021 KeHE Holiday Show is to showcase products that are distributed by KeHE. KeHE reserves the right to revoke a company's exhibit/participation privileges and terminate the exhibit/participation agreement if the company's product(s) are no longer distributed by KeHE. KeHE will charge a \$1,500 violation fee to any Exhibitor displaying product(s) that are not part of the KeHE inventory and properly slotted.

3. Exhibitor's Authorized Representatives; Removal of Exhibitor or Products

Exhibitor is responsible for the actions of all users, participants, and representatives, including, but not limited to, employees, brokers, and agents, participating under its company name. Exhibitor expressly authorizes its designated broker to act on its behalf during the 2021 KeHE Holiday Show and on its virtual show platform. KeHE reserves the right to remove or discharge any Exhibitor that is not in compliance with KeHE's Rules and Regulations, the terms and conditions of KeHE's virtual show platform, or compromises the business or the event, in KeHE's sole discretion. Additionally, KeHE reserves the right to restrict any promotional item that is deemed inappropriate by KeHE Show Management, in KeHE's sole discretion. KeHE Show Management must be advised of any changes to users, participants, and representatives registered to participate in the show, and new contact information must be provided. Exhibitors are prohibited from assigning participation to another Exhibitor.

4. Products Images & Sponsorship

KeHE shall display images of Exhibitor's products that it receives directly from its third-party service provider, IX-One. Exhibitors may sponsor advertisements that will be displayed on the 2021 KeHE Holiday Show platform or samples that have been mailed directly to KeHE customers. Please contact events@kehe.com for more information and sponsorship fees.

5. Cancellations

Cancellation of Exhibitor participation must be directed in writing to Events@KeHE.com. Notice of cancellation must have been received before or on Friday, March 26, 2021

6. Exhibitor Participants Must Be 18+ Years of Age

All Exhibitor participants, users, and representatives must be at least 18 years of age. NO EXCEPTIONS WILL BE MADE. All exhibitors and attendees are asked to abide and enforce such

policy. Failure to comply may lead to KeHE Holiday Show contract termination and removal from the 2021 KeHE Holiday Show platform.

7. Insurance, Liability, and Indemnification

All Exhibitors agree to be bound by KeHE's Hold Harmless Agreement and Guarantee/Warranty of Product. Exhibitor shall be responsible and liable for any claim related to Exhibitor's acts or omissions as part of Exhibitor's participation in the 2021 KeHE Holiday Show. Exhibitor expressly releases KeHE from, and agrees to indemnify, defend, and hold KeHE harmless against any and all claims arising from Exhibitor's participation, excluding claims to the extent caused by KeHE's gross negligence or willful misconduct.