

ESPACIO FOOD & SERVICE 2020 | SANTIAGO, CHILE | DECEMBER 1-3, 2020 | PAVILION SPACE CONTRACT

EXHIBITOR ACCOUNT INFORMATION

Exhibiting Company Name (HQ) _____ Main Account Contact _____

Address (HQ) _____

City (HQ) _____ State / Province (HQ) _____ Postal Code (HQ) _____ Country (HQ) _____

Main Phone (HQ) _____ Website (HQ) _____

BOOTH CONTACT INFORMATION

Same as Above

Exhibiting As (Your Company will be registered under this name) _____

Booth Contact for all show related updates* **Will receive all exhibitor related updates** _____ Title _____

Direct Phone _____ Mobile Phone _____ Email _____

Address _____

City _____ State / Province _____ Postal Code _____ Country _____

Exhibiting Company Website (If different from HQ website) _____

All notices to Exhibitor shall be given to this address unless Exhibitor sends a notice to Kallman Worldwide, Inc. ("Kallman") directing that notices be sent to a different address.

All notices to Kallman shall be sent to: Kallman Worldwide, Inc., 4 North St, Suite 800, Waldwick, NJ 07463, USA

Check this box if you require an introduction to a stand builder

INVOICE PAYMENT INFORMATION

Company Name _____ Phone: _____

INVOICE TO THE ATTN. OF: _____ **Attn. of Email:** _____

Check box if: Send Invoice to *Exhibitor HQ Address*
 Send Invoice to *Booth Contact Address*
 Send Invoice to *Below Address*

Address _____ City _____

State / Province _____ Postal Code _____ Country _____

COMPANY PROFILE

Is your Organization a U.S. Company? Yes <input type="radio"/> No <input type="radio"/>	Is your company a first-time exhibitor at Espacio Food & Service? Yes <input type="radio"/> No <input type="radio"/>	Is your company new to the Chilean market? Yes <input type="radio"/> No <input type="radio"/>
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ADDITIONAL CONTACT INFORMATION

PR & COMMUNICATIONS CONTACT

Name _____

Phone _____ Email _____

BOOTH ORIENTATION

FOR KWI USE ONLY:

Inline Peninsula Odd Shape
 Corner Island

IMPORTANT!
ALL COMPANIES EXHIBITING IN THE USA PAVILION AT A USDA-ENDORSED SHOW MUST PROMOTE AND DISPLAY A MAJORITY OF U.S. AGRICULTURAL OR U.S. FOOD PRODUCTS. AN AGRICULTURAL OR FOOD PRODUCT SHALL BE CONSIDERED TO BE U.S. ORIGIN IF IT IS COMPRISED OF AT LEAST 50 PERCENT BY WEIGHT, EXCLUSIVE OF ADDED WATER, OF AGRICULTURAL COMMODITIES GROWN OR RAISED IN THE UNITED STATES.

For KWI Use Only _____



Barbara Reyes
 Managing Director
 barbarar@kallman.com

Send completed
 contract to:

Claudia Caceres
ClaudiaC@kallman.com
 Tel: +1-201-251-2600 x 166
 +56 2 2306 5823

Peter McKenna
 Tel: +1-201-251-2600 x 124
peterm@kallman.com

Kallman Worldwide, Inc.
 4 North St, Suite 800
 Waldwick, NJ 07463
 USA

Finance questions
 please contact:
 Ms. Toni Roselli
 +1 201 251 2600 x142

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www.kallman.com

SPACE SELECTION AND PARTICIPATION FEE PRICING

We request the following booths: 1st Choice _____ 2nd Choice _____ 3rd Choice _____

If booth numbers are not yet available, please consult with the show salesperson for booth preferences.

All USA Pavilion exhibitors will enjoy the complete package of services and amenities outlined in our show prospectus.

A. Space Selection (Check only one box and then type in the dimensions – the rest will calculate)

“Walk-on” Package (Minimum 9 sqm) (Upgraded hard-wall stand design, lighting, furniture, and cleaning)

Quantity _____ x US\$ 6,525 = US\$ _____

C. Advertisement Options in The Official Guide to U.S. Exhibitors:

Full Page	US\$ 600	Half Page	US\$ 375	
Outside Back Cover	US\$ 950	Inside Back Cover	US\$ 800	
Inside Front Cover	US\$ 800	Logo Listing	US\$ 195	

= US\$ _____

D. Grand Total = US\$ _____

E. Deposit Due (50% of Grand Total) =US\$ _____

Invoicing Policy: In Kallman Worldwide’s efforts to be a paperless office, all invoices will be sent via email.

SIGNATURE SECTION

This USA Pavilion Space Contract is supplemented by the Official USA Pavilion Space Contract Terms & Conditions which are attached hereto and made an integral part hereof. Upon execution, these instruments shall together be deemed to be a contract for space at the Show for which payment shall be required.

- Checks make payable to Kallman Worldwide, Inc., 4 North Street, Suite 800, Waldwick, NJ 07463, USA
- Wire Transfer: Please e-mail DanielleM@kallman.com
- Credit Card option: A credit card fee of 2% of the total invoice amount will be charged for all credit card payments. Please e-mail DanielleM@kallman.com for the link to Kallman’s credit card portal

PLEASE COMPLETE THIS AUTHORIZATION

THIS PAVILION SPACE CONTRACT AND THE OFFICIAL PAVILION SPACE CONTRACT TERMS & CONDITIONS ATTACHED HERETO AND MADE AN INTEGRAL PART HEREOF TOGETHER CONSTITUTE THE CONTRACT BETWEEN KALLMAN WORLDWIDE, INC. AND EXHIBITOR. BY SIGNING THIS PAVILION SPACE CONTRACT, EXHIBITOR CONFIRMS THAT HE/SHE HAS READ AND UNDERSTANDS THE ENTIRE PAVILION SPACE CONTRACT AND THE PAVILION SPACE CONTRACT TERMS & CONDITIONS, AND ACKNOWLEDGES AND AGREES TO BE BOUND BY THE SAME. THE SIGNATORY WARRANTS AND REPRESENTS THAT HE/SHE POSSESSES ALL NECESSARY POWER AND AUTHORITY AND IS AUTHORIZED TO EXECUTE THIS CONTRACT

Exhibitor Contract Authorizing Signature: _____

Date: _____ Printed name of Signatory _____

ESPACIO FOOD & SERVICE 2020 PAVILION SPACE CONTRACT TERMS & CONDITIONS

Upon the terms and conditions stated in the Pavilion Space Contract and contained in these Pavilion Space Contract Terms & Conditions, as well as any and all rules and regulations established by the organizer of the Show, Exhibitor agrees to license exhibit space (hereinafter the "Space") from Kallman Worldwide, Inc. (hereinafter referred to as "Kallman") and Kallman agrees to license Space to Exhibitor in the Show's USA Pavilion.

1. Space Assignments: Kallman and the Show organizer have the sole authority to assign, reassign and allocate space within the Show, including the Space. Kallman reserves the right to accept or refuse requests for space for any reason. The location and layout of the USA Pavilion are subject to change at the sole discretion of Kallman and the Show organizer. Space numbers printed in the USA Pavilion floor plan are for Kallman's reference use only, until such time as they are confirmed by the Show organizer. Kallman will assign an official booth number and allocation of the Space to the Exhibitor. Kallman's obligations hereunder are subject to, and specifically contingent upon, Kallman receiving in its sole and absolute discretion the required number of exhibitor contracts for space in the USA Pavilion at the Show.

2. Space and Booths: By checking the box "Turnkey Booth" in the Space Selection and Pricing section of this contract, you are contracting with Kallman Worldwide, Inc. as your stand builder for this Show. By checking the box "Raw Space" in the Space Selection and Pricing section of this contract, you are contracting and agreeing to meet the minimum raw space requirement as stated in this contract. Contracting raw space offers the Exhibitor the right to choose and hire a stand builder outside of Kallman. The Exhibitor shall not allow the stand builder to file a lien against the Show or any other entity to secure payment. Plans detailing the design, materials and colors used in Exhibitor's booth shall be submitted to Kallman at least ten (10) days in advance of the Show organizer's deadline for Kallman's review and approval. The construction of a two-story booth may be permitted, subject to the Show's rules and regulations, height restrictions, setbacks, and size constraints. There will be an increased charge for such additional space. Construction of the booth must be carried out in accordance with all applicable building codes and regulations.

3. Compliance with Laws: Exhibitor shall comply with all laws, rules and regulations regarding use of the Space and Exhibitor is responsible for ensuring that its employees, agents, contractors, and subcontractors comply equally with all applicable laws and regulations. Exhibitor shall keep its Space and booth in a safe condition at all times and provide its own property damage and liability insurance to cover its use of the Space during its entire time at the Show, including the pre-Show buildup, exhibition and post-Show dismantling days. Exhibitor shall ensure that equipment being demonstrated or exhibited does not emit radiation or other emissions that may be harmful to human health. No waste or dangerous substances shall be deposited in the Space and Exhibitor shall be responsible for any leak or discharge of any dangerous or regulated substance and the cost and expense to remediate the same.

4. Staffing of Booth: Exhibitor agrees to keep the Space fully equipped and staffed at all hours throughout the Show. Should Exhibitor's Space be left unattended, Kallman may make provisions to equip and staff the Space at the Exhibitor's cost and expense and Exhibitor shall be responsible for any cost or charge imposed on Kallman as a result of the booth being left unattended. Exhibitor shall be responsible for all cost and expense for shipping, duties, and handling of all its goods and materials, and the removal of the same from the Space and the exhibition site after the Show. Kallman has the right to have any goods or materials left by Exhibitor removed after the close of the Show at Exhibitor's cost and expense.

5. Sharing of Space: Exhibitor shall not share, sublease or assign the Space or any part thereof without the express, written consent of Kallman, which consent shall be in Kallman's sole and absolute discretion. In cases where Kallman has approved Exhibitor to have a co-exhibitor within its Space, Exhibitor shall remain responsible to Kallman for all obligations involving the Space and booth, including all payments.

6. Access: Exhibitor, its agents, employees and contractors shall have the right to access the Space prior to, during and after the Show at such times and in such manner as designated by Kallman and in such a way that will allow Exhibitor to fulfill their requirement to build their display. At the end of the Show, Exhibitor shall remove all of its materials, supplies, and debris and leave the Space clean and in the condition that it was originally received.

7. Liability: Kallman shall not be responsible for the safety and security of articles of any kind brought into the Show by Exhibitor, its servants, agents or contractors, members of the public, or any other person. Exhibitor, its contractors and their respective employees, personnel and guests participate in the Show at their own risk. To the extent permitted by law, Exhibitor agrees to defend, indemnify and hold harmless Kallman, the Show organizer, the Exhibition Hall Facility and City in which the Show is being held, and their Officers, Agents and Employees, against all claims,

losses, suits, damages (including consequential damages), judgments, expenses, costs and charges of every kind, including reasonable attorney's fees and cost and expense of suit, resulting from or arising out of its use and/or occupancy of the Space, including but not limited to personal injury, death, property damage or any other loss claimed by any person or persons. Without limiting the foregoing, Exhibitor's indemnity shall also include any loss or damage to displays or goods belonging to Exhibitor whether resulting from fire, storms, acts of God, air conditioning or heating failure, theft, pilferage, mysterious disappearance, civil disobedience or insurrection, bomb threats or other causes. All such items are brought to the Show and displayed at Exhibitor's own risk, and should be safeguarded by Exhibitor at all times. Kallman shall not be responsible for errors or omissions in the listings in the Show official directory and in any promotional material produced by the Show organizer. Kallman's liability is limited to the amount of the payments made by Exhibitor hereunder.

8. Exhibitor's Insurance: Exhibitor shall procure and maintain at its own cost and expense general public liability insurance having limits of not less than Two Million US Dollars (\$2,000,000.00), combined single limit, in connection with the activities contemplated by this Agreement and/or such greater amount required by the Show's organizer. Exhibitor shall require each of its contractors to carry similar insurance having limits of not less than One Million US Dollars (\$1,000,000.00) combined single limit, or procure insurance which covers its contractors. Kallman, the organizer of the Show, their officers and employees and their respective personnel shall be named as additional insureds on each such policy. A certificate, or certificates, of insurance shall be delivered to Kallman prior to Exhibitor or its contractors accessing the Space.

9. Photo Release: Exhibitor grants Kallman, the right to take photographs of Exhibitor and Exhibitor's personnel and activities at the Space, before, during or after the Show. Exhibitor further authorizes Kallman, its assignees and transferees to copyright, use and publish the same in print and/or electronically and to use such photographs with or without the names of the individuals depicted therein for any lawful purpose, including such purposes as publicity, illustration, advertising, and web content. Exhibitor shall obtain the consent of all of its personnel for the use of photographs as set forth in this paragraph and shall indemnify and hold Kallman, its assignees and transferees harmless with respect to the same.

10. Trademarks: Exhibitor is responsible for obtaining consent to use any trademark, logo or slogan associated with the Show. Exhibitor affirms that it has the legal authority for its use of any intellectual property associated with any product or promotional material that it will display, offer, or otherwise use in its exhibit at the Show and that it will not knowingly infringe the intellectual property rights of another party.

11. Bankruptcy: If Exhibitor, for any reason, is placed in the hands of a receiver, an administrator or liquidator, or files for bankruptcy, unless otherwise agreed between Exhibitor and Kallman, Exhibitor shall be treated as if it withdrew from this agreement effective as of the date Kallman learns of the same.

12. Payment Schedule and Prices: A schedule of prices for space is outlined in the Space Selection and Participation Fee Pricing Section in the Pavilion Space Contract. Following submission of a signed copy of this contract, Exhibitor shall submit a 50% deposit of the Grand Total applicable to the preferred space (including any additional fees, advertising, tax) to Kallman upon receipt of the Kallman invoice. Any remaining balance due must be remitted to Kallman six (6) months prior to the Show start date. If this Contract is received by Kallman within six (6) months of the Show start date, full payment must be made at the time this Contract is executed by Exhibitor, or immediately upon receipt of the Kallman invoice if the Grand Total is not then known. If payment is not received by the due date, a late charge of 5% of the outstanding payment shall be assessed. No assignment of Space will be made to Exhibitor unless and until the proper payment has been received. Kallman has the right to cancel this Agreement if Exhibitor has not paid in full by the final invoice due date. The cancellation policy listed below will apply in that case. All prices are in US Dollars (US\$) and all payments shall be made in US Dollars. Kallman reserves the right to vary prices or impose a surcharge at any time prior to the opening of the Show if either: a) there are significant increases in the rate of currency exchange, duties or taxes or b) there are significant increases in the costs in connection with conducting the Show.

13. Exhibitor Cancellation or Space Reduction: Because Kallman bases its space allocation and commitments on each of the exhibitor's contracts to license space, by signing this Contract, Exhibitor is committed to paying 100% of the Grand Total to Kallman. If Exhibitor seeks to cancel its Space, the following shall apply: (a) Written notification of the intention to cancel received by Kallman more than 180 days before the Opening Day of the Show will result in a refund of any amounts paid to Kallman above the first 50% of the Grand Total. (b) Written notification less than 180 days prior to the Opening Day of the Show will result in a forfeiture of all payments made by Exhibitor and Exhibitor will remain liable for payment of the Grand

Total. The cancellation fees are considered to be liquidated damages for the injuries Kallman will suffer as a result of Exhibitor's cancellation. The Exhibitor acknowledges that damages for breach of this contract are difficult if not impossible to ascertain and Exhibitor acknowledges that its withdrawal or reduction from its reserved Space at a time after which other entities may have expressed an interest in the Space will cause Kallman to sustain damages. Kallman may also lose goodwill and/or suffer reputational damages if space is left unoccupied and unused during the Show. In such situations, Kallman's damages will be significant, but not precisely calculable. Exhibitor agrees that this provision for liquidated and agreed upon damages is not a penalty and is a valid approximation of Kallman's damages. The date of cancellation shall be the date of actual receipt of the cancellation notice by Kallman. If cancellation occurs within 180 days of the Show's opening day, and Exhibitor has reserved Space Only, Exhibitor shall be responsible for the cost to build out the Space into a turnkey stand build.

14. Show Cancellation: In the event of cancellation of the Show or any part thereof for any reason whatsoever, Kallman shall not be under any liability whatsoever for any expenditure, loss or liability incurred by Exhibitor, and Kallman shall be entitled to retain all sums paid by Exhibitor or such part thereof as Kallman, in its absolute discretion, considers necessary to cover Kallman's expenses incurred with the Show. The amount (if any) of any sums not retained by Kallman as necessary to cover Kallman's expenses will be refunded to Exhibitor. In no event shall Kallman be responsible to refund any money to Exhibitor unless Kallman has received a full refund from the Show's organizer.

15. Force Majeure: In the event of an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods), war, hostilities, civil insurrection, rebellion, invasion, act of foreign enemies, embargo, public calamity, act or threat of terrorism, strike, or other reasons beyond Kallman's control preventing Kallman's full performance hereunder, Kallman may decide to terminate this Agreement. In that event, Kallman shall notify Exhibitor of this decision in writing. Whatever the reasons of such cancellation, Exhibitor shall not be entitled to any compensation or indemnity. Funds remaining after payment of all costs will be distributed among all exhibitors proportionately to the amounts paid by them. It is herewith expressly agreed that Exhibitor shall have no right of a preferred claim against Kallman on any ground or for any reasons whatsoever.

16. Waiver: The waiver by Kallman of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Agreement.

17. Severability of Provisions: If any one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction to be void, voidable, or unenforceable, such provision(s) shall be deemed severable from the remaining provisions of this Agreement and shall not affect the legality, validity, or constitutionality of the remaining portions of this Agreement. Each party hereby declares that it would have entered into this Agreement and each provision hereof irrespective of the fact that anyone or more provisions be declared illegal, invalid, or unconstitutional.

18. No Interest In Land: This Agreement only grants Exhibitor a right to display its goods and/or services in the Space at the Show. This is not a lease and Exhibitor shall obtain no interest in land pursuant to this Agreement.

19. Authorized Act: Each party hereby represents and warrants to the other that the person executing this agreement has the authority to do so and that the execution of this Agreement is the authorized act of such party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

20. Governing Law: This Agreement, and all claims or causes of action (whether in contract, tort, statute or treaty) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement, shall be governed by the laws of the State of New Jersey and construed and enforced in accordance with the laws of the State of New Jersey.

21. Date of Agreement: This Agreement shall be signed by Exhibitor prior to delivery to Kallman and the date of this Agreement shall be the date upon which it is thereafter executed by Kallman.