

CDA Notices and Disclaimers for Marketplace 2027 Attendees

CDA Disclaimer

CDA does not endorse and is not responsible for any product, service, or representation made in any way by an attendee of the Convenience Distribution Marketplace (CDM). CDA shall not be liable or in any way responsible for any purchase of, use by, or claim relating to any such product, service or representation made at the CDM.

CDA disclaims any responsibility or liability relating to any prohibited or unauthorized products such as, but not limited to, any actual or deemed tobacco products not authorized by the Federal government which may be marketed, sold, or bought by attendees at the CDM. Any such illegal or unauthorized products shall not be marketed, sold, distributed, or bought at the CDM and CDA will take appropriate corrective measures against any party breaching this directive.

Prohibited or Unauthorized Products

If you are buying or selling new tobacco products, including e-cigarettes, vaping products and modern oral products, which do not have a Marketing Granted Order; CBD products; or any New and Emerging Product such as Delta 8, Delta 10, Metatine, or any other similar product which is subject to Federal or any State Prohibition, Restriction, or adverse Regulation this notice applies to you.

Any buyer or seller participating in the 2027 Convenience Distribution Marketplace (CDM) is considered a sophisticated and knowledgeable buyer or seller. You are not allowed to market, promote, sell, or buy any such prohibited or unauthorized product at the CDM. If CDA discovers that you are selling or buying such prohibited, restricted, or unauthorized products, CDA will require you to stop doing so. If CDA discovers a second violation of this notice, you will immediately be prohibited from being on the CDM trade floor.

CBD and Emerging Products

CDA particularly notes that without FDA authorization, no CBD or Emerging Product making any health or medical claim may be marketed, sold, distributed or bought at the CDM.

Marketing Granted Orders

Attendees are reminded that any manufacturer of any tobacco product, including, but not limited to, e-cigarettes, vape, e-liquids, modern oral products, and synthetic nicotine products, which does not have a Marketing Granted Order from the FDA runs a risk of adverse actions by, and potentially substantial financial penalties from, the FDA. If a manufacturer has submitted a Pre-Market Tobacco Application which has not been acted upon by the FDA for any reason, or remains under review by the FDA, according to the terms of the Tobacco Control Act, that manufacturer can and might be held to be illegally marketing that company's products. As noted above, CDA takes no responsibility for determining whether a product has a Marketing Granted Order.

Health Considerations

If you have or have been exposed within the past 5 days to any serious transmittable disease such as covid, RSV, the flu, or measles, please do not attend the CDM. CDA shall not be responsible or liable for any illness or attendant consequence due to a contagious disease. CDA shall follow all CDC and other federal, state, or local health guidelines in effect.

Please review Marketplace Terms & Conditions for Exhibiting on page 7.

2027 CONVENIENCE DISTRIBUTION MARKETPLACE TERMS & CONDITIONS FOR EXHIBITING

1. SPONSOR. The "2027 CONVENIENCE DISTRIBUTION MARKETPLACE" or "MARKETPLACE," for convenience herein, is sponsored by the Convenience Distribution Association, 11250 Roger Bacon Drive, Unit 8, Reston, Virginia 20190. For convenience, the sponsor may be designated as the "Association," "Marketplace Management," or the "CDA."

2. ELIGIBLE EXHIBITS. Firms and organizations eligible to apply for exhibit space are those supplying products, facilities or services to wholesale distributors. CDA membership is required of each exhibiting company or organization. **IN ORDER TO PROTECT EACH EXHIBITING COMPANY, NON-EXHIBITING MANUFACTURERS OR SUPPLIERS ARE NOT ALLOWED TO ATTEND THE CONVENIENCE DISTRIBUTION MARKETPLACE.**

3. ASSIGNMENT OF SPACE. Priority for booth assignments will be given to previous exhibitors based on the priority point system. The priority point systems will expire on July 31, 2026. After the expiration of the priority point system, exhibit space will be assigned on a first-come, first-served basis. Every effort is made to assign comparable space when choices are not available.

4. EXHIBIT SPACE RENTAL. The rental fee for exhibit space includes a built and furnished booth or lounge with graphics package, and listing in the Official Marketplace Guide.

5. PAYMENT TERMS. Fifty percent (50%) of the total exhibit space rental fee is due by July 6, 2026 or along with each exhibit application received after July 6, 2026. The balance of the exhibit space fee will be due on or before October 1, 2026. Applications received after October 1, 2026 must be accompanied by 100% of the fee. **ALL EXHIBITORS MUST BE IN GOOD STANDING WITH CDA AT THE TIME OF THE EXPOSITION IN ORDER TO EXHIBIT.**

6. PAYMENT. Please make checks payable to Convenience Distribution Association (CDA) and mail the signed copy of the booth space application to: CDA, Attn: Marketplace 2027, 11250 Roger Bacon Drive, Unit 8, Reston, VA 20190. A confirmation for booth space will be emailed to all exhibitors. Checks or bank drafts received which result in "nonsufficient funds" (NSF) status will result in immediate cancellation of booth space with no reinstatement.

7. CANCELLATION POLICY. In the event of cancellation by an exhibitor, CDA shall determine an assessment covering the reassignment of space, prior services performed, and other damages related to cancellation, according to the following schedule:

- Through July 6, 2026—0% of total booth/lounge rental fee will be charged.
- July 7 through September 30, 2026—50% of total booth/lounge rental fee will be charged.
- On or after October 1, 2026—100% of total booth/lounge rental fee will be charged.

Unless arrangements for delayed occupancy have been approved in writing by CDA, any space not occupied by the end of exhibitor move in, listed in the Exhibitor Service Manual, will be forfeited by the exhibitor. Such space may be resold, reassigned or used by Marketplace Management as it sees fit, without refund.

8. IN COMPLIANCE WITH CDA. In respect to fellow exhibitors, no displays may be dismantled or packing started before the official event closing. It will be each exhibitor's responsibility to see that all merchandise is removed from exhibit space as soon as possible after the trade show closes on Tuesday, February 23, 2027.

Exhibitors who violate dismantling early may be subject to (1) loss of current year priority points; (2) loss of one-half accrued points; (3) loss of remainder of priority points, and (4) one year suspension of exhibit privilege. To avoid damage to or loss of your equipment, please remain with your exhibit until crates are returned and your material is packed.

9. BOOTH DESIGN & USE OF EXHIBIT SPACE. All booths are clearly shown on the floor plan. Exhibit spaces are 10 feet wide by 10 feet deep. Dimensions and locations believed but not warranted, to be accurate. 10' x 10' and 10'

x 20' booths are hard walled with custom header graphics package and furniture package included. 20' x 20' exhibitor lounges are designed for each exhibitor with complete structures, branding and furniture packages. Exhibitors may include various items within their provided booth packages including merchandisers, pull-up displays, additional graphics and other items fitting within the prescribed booth format.

CDA discourages exhibitors from constructing their own booths or installing prefabricated displays. Prior permission and approval of CDA is required for variances to the included booth packages and for those exhibitors desiring to construct their own displays.

All booths must provide sufficient see-through areas so as not to block the view of the adjacent exhibits. Two-story displays are not allowed. Maximum exhibit height is 8 feet at center and no higher than 4 feet near aisle(s). Each exhibitor is entitled to reasonable sightline from the aisle regardless of the size of the exhibit. Therefore, a display or items within a booth may not extend above the side walls more than 4 feet from the back wall.

10. EXHIBIT LOGISTICS. An Exhibitor Service Manual link containing detailed information will be emailed to each exhibitor in ample time for advance planning. The Manual will contain information regarding shipment, labor, electrical service, rental items, etc. Exhibitors are urged to order all required services in advance.

11. LABOR. Exhibitors must comply with union work rules where applicable. Union labor will be made available. Any union requirements and the use of union personnel are the sole responsibility of the exhibitor. Included booth packages will be constructed and assembled by the Official Marketplace Contractor. The exhibitor is responsible for providing graphics and other items to the Official Marketplace Contractor to complete booth display. The exhibitor is responsible for shipping, arranging and set up of other items not included in Marketplace booth package.

12. USE OF AN OUTSIDE CONTRACTOR. Exhibitors are discouraged from constructing their own displays, as each booth size includes furnished and built display. However, exhibitors who plan to have an exhibit service firm (other than CDA's Official Marketplace Contractor) to unpack, erect, assemble, dismantle, and pack displays must notify Marketplace Management in writing on or before 30 days prior to the first day of move-in of the name of the service firm and address. The service firm must furnish to Marketplace Management an insurance certificate naming CDA, Loews Arlington Hotel, and the Official Marketplace Contractor as additional insured, in an amount of not less than \$1,000,000 liability which is to include coverage for damage to property.

13. SECURITY. CDA will provide security throughout the official period of installation, showing and dismantling. CDA, Loews Arlington Hotel, and the Official Marketplace Contractor, and any officer, director, agent or employee thereof, will not be liable for any damages to the persons, property, or business of the exhibitor, its agents or employees for injury, theft, damage by fire, accident or any other cause. CDA, Loews Arlington Hotel, and the Official Marketplace Contractor will be indemnified and held harmless by the exhibitor from any claim by any of the exhibitor's agents or employees for injury, loss or damage. The exhibitor further agrees not to do or suffer anything to be done, in connection with the MARKETPLACE, by which persons or property may be injured or damaged, or by which rights of whatever kind, including patent and trademark rights, may be violated and the exhibitor agrees to indemnify and hold harmless CDA, Loews Arlington Hotel, and the Official Marketplace Contractor, and their officers, directors and employees from any claim for any such injury, damage or violation.

14. INSURANCE. Liability insurance, property insurance and worker's compensation, with a minimum limit of \$1,000,000, must be taken out by each exhibitor at his own expense, as required. Exhibitors are encouraged to take out a portal-to-portal rider on their own insurance policy protecting them against loss through theft, fire, damage, etc.

The insured must name CDA, the hotel and the contractor as additional insureds.

15. CHARACTER OF DISPLAY. Special passes are available at the Exhibit Sales Office for exhibitors wanting to distribute case samples of a product to special customers. Exhibitors who use costumed models should be sure that their manner of appearance and dress are not offensive as determined Marketplace Management in its sole discretion. People under age 21 will not be permitted to "work in booths" even if in costume. Soliciting participation in surveys or otherwise harassing attendees is prohibited. **EXHIBIT MUST BE STAFFED AT ALL TIMES DURING HOURS OF EXHIBIT.**

16. SOUND DEVICES & SAMPLING. Sound presentation will be permitted if kept to conversational level and if not objectionable to neighboring exhibitors. Marketplace Management reserves the right to restrict the use of booth illumination. Exhibitors will confine their activities to the space for which they have contracted. They are not permitted to use strolling entertainment or to distribute samples or souvenirs except from their own booths. No sampling distribution includes convention delegates' hotel rooms, corridors and public areas.

17. TOBACCO, TOBACCO RELATED & PRODUCTS CONTAINING CANNABINOIDs. Exhibitors are solely responsible for adhering to all federal, state and local laws and regulations regarding the display, sampling and sale of ALL products, including tobacco and tobacco related products and those derived from or containing cannabinoids.

18. FIRE & SAFETY LAWS. All safety rules, regulations and statutes must be strictly observed. Wiring must comply with the fire department regulations. All decorations must meet flameproof tests prescribed by local ordinances. Crepe paper or corrugated paper, flame proofed or not, is not permitted in displays. Exhibits which in design, operation, or product are determined by Marketplace Management to be offensive, obscene or objectionable will be prohibited.

19. SMOKING & VAPING. Smoking and vaping are not permitted on the trade show floor; all event participants must abide by the rules and regulations of Loews Arlington Hotel.

20. CAMERAS. Cameras are not permitted in the hall. If you require a photograph of your booth or other photographic services, please contact Marketplace Management.

21. BOOTH RELOCATION. Marketplace Management reserves the right to relocate exhibitors in comparable spaces other than those specified on the executed exhibitor contract if it is deemed advisable and necessary in the best interest of the MARKETPLACE. In the event of relocation, exhibitors will be advised in writing and given the option of selecting another location if available, and to cancel and receive a full refund of all payments.

22. ADMISSION. CDA will have sole control over all admission policies. All attendees will register and wear a prescribed badge while in attendance. All issued badges remain the property of CDA. By accepting the badge, attendees agree to observe all guidelines governing the MARKETPLACE.

23. HOUSING. Reservations may be made via a link on CDA's website or by calling Loews Arlington Hotel directly. You must indicate that you will be attending the CONVENIENCE DISTRIBUTION MARKETPLACE. Please reserve your room early, as availability is limited. Reservation cut-off date is January 29, 2027.

24. CANCELLATION. In the event of cancellation of the MARKETPLACE due to fire, strikes, governmental regulations, pandemic, or any cause beyond the control of CDA, CDA will not be liable for failure to hold the MARKETPLACE as scheduled, and CDA will determine the amount, if any, of the exhibit fees to be refunded.

25. AMENDMENTS. CDA will have sole authority to interpret and enforce all guidelines contained herein to make any amendments thereto, and to make such further guidelines as will be necessary for the orderly conduct of the MARKETPLACE.