

ATTENDEE TERMS & CONDITIONS—CONVENIENCE DISTRIBUTION BUSINESS EXCHANGE

Any Attendee who is present at the Convenience Distribution Business Exchange (CDBX) automatically agrees to the Terms and Conditions set forth below. These Terms and Conditions apply to each person (Attendee) regardless of whether they have received a formal registration.

Refund Policy for Conference Registrations. All CDBX registration sales are final and nonrefundable past the published refund dates. A registration may be transferred to another individual, provided that this individual is not already registered and the individual qualifies for the type of registration being transferred.

Indemnity. To the extent permitted by law, the Attendee agrees to protect, indemnify, defend, and hold harmless CDBX, the conference hotel(s) and their respective employees, officers, directors, and agents against all claims, losses, or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees) arising out of or connected to the actions or failure to act in accordance with the Terms and Conditions by the Attendee, its employees, officers, directors, or agents, except those claims arising out of the other party's gross negligence or willful misconduct.

Registration Badge. The Attendee's registration badge must be worn at all times during the CDBX. Access to the CDBX facilities will not be granted to those without proper credentials. Replacement badges may be obtained at the CDBX registration desk at no charge.

Day, Time, and Content Modification. The CDBX's schedule and content is subject to change, and published as an indication only. CDBX reserves the right to modify sessions, activities, and times. Attendees should confirm the CDBX schedule and all CDBX sessions and activities prior to arrival, and may do so at www.cdaweb.net or by calling 703-208-1649. CDBX

shall not be liable to the Attendee for any damages, costs, or losses incurred such as transportation costs, accommodations costs, or financial losses, associated with Attendee's failure to confirm the CDBX schedule.

Business Exchange Team Meetings. Individual supplier and distributor team business exchange meeting schedules are provided to each team prior to the CDBX via email and available to team primary contact(s) online. A minimum of one team attendee is required to attend each scheduled business exchange meeting. Failure to attend scheduled business exchange meetings may result in future prohibition from attending the CDBX.

Prohibited Activities. "Outboarding" at the CDBX is strictly prohibited. Outboarding occurs when companies or individuals set up meetings or other events either at the CDBX venue or outside the CDBX venue that conflict with official CDBX meetings or events. Attendee agrees that Attendee will not plan, attend, or otherwise participate in an Outboarding event that takes place during the published CDBX hours of operation. Attendees shall not develop, facilitate, or host any program, free or paid, during the course of CDBX which competes with CDBX without the prior written permission of CDBX. Engaging in any prohibited activity described in this section will result in immediate cancellation of Attendee's registration badge without a refund, and future prohibition from attending the CDBX.

Registration, Hotel, and Travel Accommodations. Hotel accommodations are not included in Attendee registration fee(s), and are subject to availability and will be allocated on a first-come, first-served basis.

Photography and Filming. Professional photographs, audio, and video will be captured during the CDBX. Attendees hereby grant CDBX and its representatives permission to photograph and/or record them at the

CDBX, and distribute, both now and in the future, the Attendee's image or voice in photographs, videotapes, electronic reproductions, and audiotapes of such events and activities.

Photography or Recording Usage by Attendees. Photography, audio recordings, and video recordings are not permitted without the prior written consent of CDA. All requests for press passes must be made in advance of the CDBX to Alex Swaim at alexswaim@cdaweb.net.

Force Majeure. Attendance at the CDBX is subject to acts of God, government authority, pandemic, disaster, or other emergencies, any of which make it illegal or impossible for CDBX or the conference hotel(s) to provide the facilities and/or services for the CDBX, or make it illegal or impossible for the Attendee to utilize the hotel(s) for the CDBX. CDBX and any registration relating to CDBX may be cancelled for any one or more of such reasons by written notice from CDBX to the Attendee without any CDA or CDBX liability.

COVID. A determination by the conference hotel, CDA, or CDBX that CDBX shall not occur due to any COVID rule, regulation, or policy by the CDC, any governmental agency, or hotel safety policy shall be considered a force majeure event and the terms and conditions relating to force majeure herein shall control.

Cancellation and Postponement. In the event that the CDBX cannot be held or the event is postponed due to events beyond the control of CDBX, CDBX shall not be liable to the Attendee for any damages, costs, or losses incurred, including, but not limited to, transportation costs, accommodations costs, or financial losses. Under such circumstances, an Attendee may choose to have its registration fee refunded in full.

CDA NOTICES & DISCLAIMERS—CONVENIENCE DISTRIBUTION BUSINESS EXCHANGE

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 Business Exchange (CDBX). 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 CDBX.

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 CDBX. Any such illegal or unauthorized products shall not be marketed, sold, distributed, or bought at the CDBX 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 and vaping products, which do not have a Marketing Grant 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 CDBX 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 CDBX. If CDA discovers that you are selling or buying such prohibited, restricted, or unauthorized products, CDA will require you to stop doing so.

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 CDBX.

Marketing Granted Orders. Attendees are reminded that any manufacturer of any tobacco product, including, but not limited to, e-cigarettes, vape, e-liquids, 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 an MGO.

HEALTH CONSIDERATIONS. Contagious diseases are still rampant in the United States. 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 CDBX. 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.