

## Specialty Food Association (“SFA”) Member Agreement

These terms (“Terms”) govern membership in the SFA.

Membership is subject to the SFA bylaws (available here <https://www.specialtyfood.com/specialty-food-association/about-us/by-laws/>) and the SFA’s membership policies (available here <https://www.specialtyfood.com/specialty-food-association/membership/>).

Each member must designate an individual representative to serve as the primary contact for the SFA and, for General Members, to provide your input and vote on certain SFA decisions.

### Dues & Billing

To become a member, you must meet all membership eligibility criteria, which can be found under the “**Membership FAQs**”, be accepted by SFA, and pay all dues on time. While dues will vary from time to time, they typically will require you to pay a fee on an annual basis, or at some other recurring interval disclosed to you prior to purchase (the “**Membership Period**”). **All dues payments (including charges) are nonrefundable.**

**Your membership will automatically renew every 12 months.** The SFA will charge membership dues each year upon your membership renewal. We will notify you in advance of the upcoming membership renewal and automatic dues payment at the then current rate. **SUBSEQUENT MEMBERSHIP RENEWALS WILL BE CHARGED TO THE SAME CREDIT CARD UNLESS A NEW PAYMENT METHOD IS PROVIDED OR YOUR MEMBERSHIP IS CANCELLED.** A receipt for each payment will be provided and the charge will appear on your credit card statement. To cancel membership, you may email [membership@specialtyfood.com](mailto:membership@specialtyfood.com); cancellation takes effect only at the conclusion of the Membership Period then in effect. Membership is automatically revoked for failure to timely pay dues within 60 days.

We may change the price of dues from time to time, and we will communicate any price changes to you in advance and, if applicable, we will tell you how to accept those changes. Price changes for dues will take effect at the start of the next Membership Period. All dues and other fees are charged in US Dollars (USD), and may vary based on currency exchange rates. Members may also be charged additional credit card fees for currency conversion from non-USD currencies to USD.

### Member Benefits

The SFA provides members with unique, members-only benefits, such as reports, newsletters, webinars, and other programs. Only members may exhibit at the SFA’s premier events, such as the Fancy Food Shows.

While many benefits are included with your membership dues, some services require additional payment. By way of example, exhibiting and attendance at the Fancy Food Shows requires additional payment. Your membership level or type may determine the materials to which you have access. Please carefully review the terms of the applicable offer before registering for and paying dues.

All benefits are provided on an “as is,” “as provided” basis, may not be relied upon for any specific purpose outside of each member’s judgment, and are provided without any warranty, such as a warranty of fitness for a particular purpose. Except for governmental entities, the SFA is not liable for any harm to members or their employees, and each member waives any right to recover from the SFA, for any action or inaction by the SFA, to the maximum extent permitted by applicable law.

### Disputes and Applicable Law

**If any dispute cannot be resolved by informal discussions between the parties over 60 days, each member agrees (except for governmental entities prohibited by applicable law) that any dispute will exclusively be decided by binding arbitration on an individual basis. This means you will not have, and you waive, the right to have a judge or jury decide your claims, and that you may not proceed in a class capacity.** All such disputes shall be exclusively submitted to Judicial Arbitration and Mediation Services (JAMS) ([www.jamsadr.com](http://www.jamsadr.com)) for binding arbitration under its rules then in effect (as modified by this agreement to arbitrate), before one arbitrator to be mutually agreed upon by both parties, and with discovery limited to no more than a single deposition of each side and a with a hearing held

within 12 months of an arbitration demand. The location of any hearings will be determined by the applicable JAMS rules, provided that if the claim is for \$10,000 or less, you may choose to have the arbitration conducted (1) solely on the basis of the documents submitted to the arbitrator or (2) through a non-appearance based hearing by teleconference or videoconference. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute arising under or relating to the interpretation, applicability, enforceability, or formation of these Terms, including any claim that all or any part of these Terms are void or voidable. For the avoidance of doubt, the arbitrator shall have the exclusive power to rule on their own jurisdiction, including any objections with respect to the existence, scope, or validity of this agreement to arbitrate or the arbitrability of any claim or counterclaim. The arbitrator may award (on an individual basis) any relief that would be available in a court. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction.

Except for governmental entities, to which the law of their location applies, the laws of the United States and the State of New York govern these Terms and any claim or dispute that you may have against us, without regard to New York's or any other jurisdiction's conflict of laws rules.

### **Miscellaneous**

- **Indemnification.** Except for governmental entities, each member indemnifies and holds harmless the SFA from any third party's claim, damage, suit, and expense asserted against or incurred by the SFA arising from the indemnifying member's actions or inactions.
- **No waiver.** Our failure to act with respect to a breach by you or others does not waive our right to act with respect to a subsequent or similar breach or breaches. If SFA does not exercise or enforce any legal right or remedy contained in these Terms (or which SFA has the benefit of under any applicable law or regulation), such action or inaction shall not be taken to be a formal waiver of SFA's rights, and all such rights or remedies shall still be available to SFA.
- **Severability.** If any provision of these Terms is held to be invalid by a court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.
- **Entire Agreement.** These Terms set forth the entire understanding and agreement between us with respect to your membership in the SFA. To the extent these Terms conflict with the terms of another written contract with the SFA, such as a contract to exhibit or attend an SFA event, the terms of that other contract will govern.
- **Assignment.** You may not assign, transfer, or sublicense any or all of your rights or obligations under these Terms without our express prior written consent. We may assign, transfer, or sublicense any or all of our rights or obligations under these Terms without restriction.
- **No Relationship.** These Terms do not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between you and SFA.
- **Governmental Entities.** While all other members must comply with the SFA's member policies, governmental entities are exempt to the extent those policies are inapplicable or that applicable law prohibits the governmental entity from agreeing to such terms.

### **Contacting SFA**

If you have any questions about these Terms, please contact us at the following address:  
Specialty Food Association, Inc.  
136 Madison Avenue, 12th Floor  
New York, NY 10016

Or you can email us at: [membership@specialtyfood.com](mailto:membership@specialtyfood.com)

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