Las Vegas Convention Center, Las Vegas Nevada
Exhibit Days: November 2–5, 2027
Education Days: November 2–4, 2027

EXHIBITOR RULES AND REGULATIONS

1. SHOW OBJECTIVE

The SEMA Show is a trade show produced by the Specialty Equipment Market Association and Performance Racing, Inc. It provides a marketplace for automotive aftermarket parts and accessories, specialty equipment, performance, off-road, racing, restyling, light truck, powersports, collision repair, paint & body equipment, mobile electronics and general automotive markets, to promote the industry, and to facilitate the exchange of information about new products, marketing concepts and techniques. The SEMA Show is open only to members of the automotive trade, with all Exhibitors required to be qualified pursuant to Section 5 ("ELIGIBILITY") below.

2. DEFINITIONS

The Specialty Equipment Market Association and Performance Racing, Inc. ("SEMA") owns, produces and manages the SEMA Show. SEMA is hereinafter referred to as "SEMA" or "Show Management." The SEMA Show hereinafter shall be referred to as "Show." The exhibit halls, parking lots, air space and grounds of the Las Vegas Convention Center are hereinafter referred to as the "Exhibit Areas." The company applying to exhibit at and/or exhibiting at the Show is hereinafter referred to as the "Exhibitor." The agreement between Show Management and Exhibitor to abide by the terms in the Exhibit Space Rental Application, these Exhibitor Rules & Regulations, the Exhibit Display Regulations, the Intellectual Property Rights Policy and any other rules & guidelines enacted by SEMA as found on www.SEMAShow.com (collectively, the "Rules") is hereinafter referred to as the "Agreement" and constitutes the agreement between Show Management and the Exhibitor. If Show Management accepts Exhibitor's Exhibit Space Rental Application, the agreement between Show Management and Exhibitor for exhibit space shall also constitute part of the Agreement. The Agreement shall be applicable to all activities conducted in an Exhibitor's booth space, as well as all other activities an Exhibitor conducts or sponsors relating to the Show, both onsite and pre-or-post show, including without limitation, sponsorships, driving activities, feature vehicle displays, and training programs (collectively, the "Activities"). It is understood that the Rules may be changed at any time by SEMA and SEMA reserves the right to modify the Rules in its sole discretion if it determines it is in the best interests of the Show. "Written" and "in writing" shall include the contents of emails and other communications.

3. LOCATION AND DATES

The site of the Show is the Las Vegas Convention Center, located at 3150 Paradise Road, Las Vegas, Nevada 89109, and designated areas of the Westgate Las Vegas Resort & Casino. The Las Vegas Convention Center is operated by the Las Vegas Convention and Visitors Authority. The Las Vegas Convention & and Visitors Authority, the Las Vegas Festival Grounds and the Westgate Las Vegas Resort & Casino hereinafter shall be referred to as the "Facility." The dates and hours are:

Exhibitor Move-In:
Thursday, October 28 . . . . . 7:00 am – 6:00 pm
Friday, October 29 . . . . . 7:00 am – 8:00 pm
Saturday, October 30 . . . . . 7:00 am – 8:00 pm
Sunday, October 31 . . . . . 7:00 am – 8:00 pm
Monday, November 1 . . . . . 7:00 am – 10:00 pm

Exhibitor Appointed Contractors ("EACs") working for Exhibitors may enter the hall at 7:30 am on move-in days with approved wristbands. Exhibitors are issued "Freight Target Times" for the arrival of show freight. See the Exhibitor Services Manual on www.SEMAShow.com and section 8.A. below for information regarding your assigned Freight Target Time. Missing your Freight Target Time may result in off-target fees.

Show Days*:
Tuesday–Thursday, November 2–4, 2027 . . . . . 9:00 am – 5:00 pm
Friday, November 5, 2027 . . . . . 9:00 am – 4:00 pm

*Exhibitors may enter the exhibit halls at 7:00 am prior to Show opening each Show Day.

4. APPLICATION, FEES, PAYMENTS, CANCELLATIONS

A. Approval. Applications for rental of exhibit space shall be subject to the approval of Show Management, and Show Management reserves the right to reject applications for space with or without cause if Show Management determines the rejection is in the best interest of the Show. Show Management will contact Exhibitor following submission of the Exhibit Space Rental Application if it finds issues with the application. Show Management will not accept an Exhibit Space Rental Application unless and until the applicant fully complies with all the requirements set forth in the Exhibit Space Rental Application and the Rules, including the eligibility requirement, insurance requirements, payment terms and submission of letters of appointment (if requested by Show Management). Exhibitor's Exhibit Space Rental Application, as modified if applicable, is considered accepted by Show Management upon Show Management's sending of the Exhibit Space Confirmation to Exhibitor pursuant to Section 6 ("EXHIBIT SPACE ASSIGNMENT") below. Upon acceptance of the Exhibit Space Rental Application by Show Management, its contents, as modified if applicable, shall become a legally binding agreement for exhibit space between the Exhibitor and Show Management, subject to the terms and conditions herein. Exhibitor agrees to accept and, when requested, to promptly respond to Show information sent by SEMA via email, fax or any other method of communication.

B. Exhibit Fees. The cost for exhibit space is $24.95 per square foot for SEMA or TIA members ("Member Rate") and $39.95 per square foot for non-members. Island exhibits are an additional $4,500.00. Peninsula exhibits are an additional $1,500.00. In order to set up an exhibit at the Show, Exhibitor must be fully paid on all money owed to SEMA, its partners and subsidiaries, including sponsorship, advertising and membership fees.

C. Member Rates. To qualify for the Member Rate, the Exhibitor must be a member in good standing of SEMA or TIA from the execution of the Exhibit Space Rental Application through the Show's conclusion. SEMA or TIA members located in the United States, Mexico, or Canada must pay the minimum dues requirement of at least $420 per year to qualify for the Member Rate on booth space. SEMA or TIA members located outside of the United States, Mexico or Canada must pay the minimum dues requirement of at least $1,200 per year to qualify for the Member Rate on booth space.

D. Payment Schedule. Payments may be made by credit card, wire transfer or check (in U.S. funds drawn on a U.S. bank only). Where permitted SEMA imposes a surcharge of 1.5% on the transaction amount on credit card products, which is not greater than our cost of acceptance. SEMA does not surcharge debit cards. Checks must be made payable to SEMA and mailed to 1575 South Valley Vista Drive, Diamond Bar, CA 91765-3914. Unless otherwise agreed upon by SEMA, in its sole discretion, Exhibitor has the following three options for payment of their booth space:

i. Payment Option 1: 100% deposit submitted with Exhibit Space Rental Application.
ii. Payment Option 2: 50% deposit submitted with an Exhibit Space Rental Application received by June 11, 2027 with the remaining balance due by August 2. 100% deposit is required with all Exhibit Space Rental Applications received after June 11, 2027.
iii. Payment Option 3: 25% deposit paid by credit card only submitted with an Exhibit Space Rental Application. The remaining balance due in three equal payments paid by credit card of 25% each, due on March 24, June 2, and August 2, 2027. (Credit card is auto charged for these remaining payments by SEMA.) This payment option will not be available for Exhibit Space Rental Applications received after May 4, 2027.
iv. To ensure full receipt of payment and cover associated bank processing fees, customers choosing to pay via wire transfer must add an additional $25 USD to the total invoice amount. This fee is required to offset incoming wire charges and ensure timely and accurate payment processing. Payments received without the additional $25 may be considered incomplete and applications may not be accepted until paid in full.
v. Booth credits issued by SEMA must be used within twelve (12) months of issuance. Booth credits not redeemed within this time period will be forfeited.

Payments sent on or after October 10, 2027 must be made by credit card or sent by bank electronic wire transfer to SEMA's bank, City National Bank, 350 S Grand Ave. Second Floor, Los Angeles, CA 90071, ABA #122016066, Account #012122748, Swift Code CINAUS6L. All bank fees incurred will be the responsibility of Exhibitor.

E. Amendments to the Exhibit Space Rental Application. It is understood and agreed that any changes or modifications to the Exhibit Space Rental Application following the initial submission of the Exhibit Space Rental Application that are requested by an Exhibitor shall be considered accepted and approved by Show Management if notification is provided by Exhibitor to, and received by, Show Management by any form of written communication and notification of Show Management approval is sent back to Exhibitor by any form of written communication. Changes may include, but not be limited to, modifications to exhibit size, location, configuration, payment terms or cancellations by Exhibitor. Show Management shall consider email by and to Exhibitor as acceptance of such changes, and thereby modify the exhibit fees due from Exhibitor pursuant thereto. If any changes to the Exhibit Space Rental Application

increase the fees due to SEMA for the booth space, SEMA shall be authorized to make immediate charges to Exhibitor's credit card on file in order to ensure Exhibitor is current on its payment plan, as then on file with SEMA pursuant to the Exhibit Space Rental Application or any subsequent agreement for payment terms. Changes initiated by Show Management to Exhibitor's exhibit space shall be communicated in writing to the email address provided by Exhibitor on the Exhibit Space Rental Application, and all such communications will be interpreted as read and accepted unless Exhibitor objects in writing to Show Management within five (5) business days.

F. Cancellations and Refunds. Cancellation of all or any portion of any exhibit space by Exhibitor must be made in writing to Show Management. The following refund schedule for cancellations by Exhibitors will be strictly followed, determined by when written notification is received by Show Management, regardless of when Exhibitor enters into the Agreement:

i. Exhibitor shall receive a full refund of all monies deposited to Show Management provided written notification is sent to Show Management no later than the close of one business day following Exhibitor's selection of booth space. Exhibitor's "selection of booth space" shall be the date on which Exhibitor is scheduled to select booth space based on the exhibit space selection order, which is determined in the last week of April. With respect to this subsection, it is irrelevant whether the Exhibitor, or a proxy for Exhibitor, selects the booth space.
ii. Effective one business day following Exhibitor's selection of booth space, as determined immediately above, through August 2, 2027, Show Management shall retain 50% of rental cost of each space canceled, as liquidated damages.
iii. Beginning August 3, 2027, Show Management shall retain 100% of rental cost of each space canceled, as liquidated damages.

No refunds are given on or after August 3, 2027 for any reason whatsoever, even if the Show is sold out. Refunds and liquidated damages are based on full exhibit space rental cost and not the deposit. Exhibitors canceling a portion of the contracted space cannot apply deposits for the canceled portion to the remaining contracted space. Show Management shall not be liable for interest on any amount refunded. Exhibitor is responsible for all bank fees incurred in payment of any fees related to the Show. Reduction of booth space, at any time, may result in the relocation of an exhibit. Cancellation monies cannot be applied to future shows.

It is the sole responsibility of the Exhibitor to address and meet any government visa requirements and Exhibitor should allow sufficient time for the visa entry application process. Exhibitors should contact their nearest embassy or consulate to determine the appropriate timing and requirements related to their visa application. SEMA will not contact embassies and consulates on behalf of visa applicants or provide any other assistance relating to visa issues. Failure to obtain a visa to attend the SEMA Show, including, but not limited to obtaining or participating in Exhibit Space or registration shall be at the sole liability of the Exhibitor and in no event shall any amounts be refunded due to a failure to obtain a proper visa. No exceptions.

At its discretion, if at any time Show Management deems an exhibit, Exhibitor or an exhibit's contents objectionable, Show Management reserves the right to remove and/or cancel the exhibit space or any portion thereof at Exhibitor's sole expense. This reservation includes persons, things, conduct, printed matter, signs, products or any item of poor character, which, in the sole judgment of Show Management, is detrimental to or unsuitable for the Show or jeopardizes the Show's insurance safe operations, agreements with other parties, or may violate applicable law. This right may be exercised by Show Management at any time, regardless of whether it is before the Show or during the Show. In the event the right is exercised during the Show, Show Management shall not be liable for refund of exhibit space rental fees, exhibit equipment rental fees or any other expense incurred by reason of Show Management's removal of objectionable contents or cancellation of the exhibit space or any portion thereof. Exhibitor hereby expressly waives any and all rights and claims, actions and demands for damages, costs and expenses, including without limitation, legal fees, lost profits, and costs of goods sold, against the Facility, Show Management, their directors, officers, agents, employees and/or servants for such removal and/or cancellation.

5. ELIGIBILITY

Show Management reserves the right to determine eligibility of Exhibitor for inclusion in the Show prior to, or after, submission of the Exhibit Space Rental Application. Show Management will determine the appropriateness of products to be exhibited by their distinctive characteristics or performance capability. Show Management also reserves the right to prohibit display or advertisement of products at any time if display or advertisement of such products would not meet Show objectives or would cause Exhibitor to be in violation of these Exhibitor Rules & Regulations, the Exhibit Display Regulations, or the Intellectual Property Rights Policy.

A. Exhibitor Categories. To exhibit in the Show, Exhibitor must meet at least one of the following criteria:

i. Manufacturers are companies that have products to display which are manufactured, packaged or marketed under Exhibitor's proprietary trade style or brand name. Companies that exhibit as a Manufacturer can only display those products for which it is the manufacturer and exclusive rights holder to distribute the product(s) in the United States, and must furthermore comply with Section 7.E. below.
ii. A company that has an exclusive contract or agreement to sell a particular proprietary brand of products in the United States shall be considered an Exclusive Distributor. Exclusive Distributors must provide Show Management documentation to substantiate compliance with these criteria. Exclusive Distributors must submit a Letter of Appointment from the Manufacturer on the Manufacturer's letterhead, within fourteen days (14) of submission of the Exhibit Space Rental Application, regardless of whether Exhibitor has exhibited as an Exclusive Distributor in previous years. Show Management has the unilateral right to terminate the Agreement of an Exclusive Distributor, at any time, if the Exclusive Distributor fails to provide a letter of appointment to Show Management that is valid through the 2027 Show. Only those products, brands, trade names, logos or intellectual property for which the Exclusive Distributor has the exclusive rights in the United States may be displayed in the exhibit. Products, services or brands for which an Exhibitor is a non-exclusive seller may not be displayed, referred to in line cards, catalogs, signs, flyers or brochures, or depicted anywhere in the exhibit.
iii. Service Providers may exhibit given that the service is provided to, or for, the automotive industry. Notwithstanding the foregoing, Show Management has the sole and exclusive right to accept or deny a service provider if it finds such acceptance or denial is in the best interest of the Show.
iv. Warehouse Distributors may exhibit its services as a Warehouse Distributor, but may not exhibit its own proprietary product, under any conditions, in the same exhibit space in which it is displaying its service as a Warehouse Distributor. Furthermore, Warehouse Distributors are not permitted to display physical products within their exhibit space, unless they have exclusive distribution rights and the products are preapproved by Show Management prior to the Show, with approval to be made in Show Management's sole discretion. Warehouse Distributors may identify manufacturer brands they distribute through the following approved methods only:
    - **Physical line cards** which can include manufacturer brand names/company logos and product categories only. Product-specific references, model numbers, features, benefits, or pricing are prohibited.
    - **One (1) digital sign** that is a maximum size of 87" (7' 3") in height and 38" (3'2") in width limited to manufacturer brand names/company logos and product categories only. No product images, product details, model numbers, pricing, promotions, or new-product announcements may be displayed. Digital displays must represent a minimum of 20 brands.
    - **One (1) QR code** may be displayed on a small easel, no larger than 24" (2') x 28" (2' 4") at the entrance of the booth. The QR code may link only to the exhibitor's line card listing manufacturer brands that are current SEMA exhibitors. Pricing, promotions, and product-specific information are not permitted on the landing page.
    - **Standard Multi-Brand Directories** and catalogs containing multiple represented brands.

    Warehouse Distributors displaying line cards, digital signage, or multi-brand directories must submit materials to Show Management for review and receive approval prior to the Show, with approval to be made in Show Management's sole discretion. Otherwise, all brand or product-specific signage, promotion of individual manufacturers, brands, or products, pricing, discounts, show specials, or other promotional offers, new product launches or new product promotions on behalf of represented manufacturers, individual manufacturer catalogs, brochures, flyers, or other brand-specific marketing materials are prohibited.
v. All booth personnel must be employees of the Warehouse Distributor. Representatives of partner manufacturers or brands may not staff or operate from a Warehouse Distributor booth and staff may not wear apparel, badges, or other identifying materials representing partner manufacturers or brands.
vi. Booth vehicles are permitted in a Warehouse Distributor's booth providing they are race vehicles and have no affiliation with a specific manufacturer. Any representation on the car of a sponsoring company can be no more than 50 square inches and a maximum of three inches high. There can only be two representations of a company on the vehicle. Exhibitor must submit a photo of the vehicle to Show Management and receive written approval from Show Management.

B. Permitted Products. Products displayed must be automotive or powersports parts, accessories, equipment or automotive and powersports industry-related products or services. Exhibitor agrees to advertise or display only such products that are intended for and generally used in a manner that conform to State, Federal, or other applicable laws or regulations. No other products may be displayed or promoted. Exhibitor shall not have in its booth any product or display or distribute advertisements for a product that infringes upon the registered trademark, copyright or patent of another company. If a request is submitted to Show Management for enforcement of certain Intellectual Property Rights against an Exhibitor, Show Management shall be under no obligation whatsoever to facilitate or enforce such requested action unless under specific orders from a court of competent jurisdiction. It is understood and agreed that Exhibitors are not permitted to sell products for delivery at the Show unless such sale is approved in writing by Show Management. Orders may be taken for future delivery only. Product inventory in booths must be of an amount utilized for display only and may not be for delivery or resale at the Show. Any extra inventory deemed by Show Management to be more than necessary or reasonable for display purposes only will be removed by Exhibitor or confiscated by Show Management, at Exhibitor's expense.

C. Non-Exhibiting Manufacturers Products. Exhibitor may not display products or signage in or above their booth from eligible non-exhibiting companies unless approved in writing by Show Management. There can be a maximum of two representations for a non-exhibiting company on vehicles of no more than 50 square inches each. Representations by and/or media activities of non-exhibiting companies are prohibited at the Show.

6. EXHIBIT SPACE ASSIGNMENT

A. Space Selection Process. The method of determining space assignment is established by Show Management and may be changed from time to time without notice to Exhibitors in order to accommodate that which Show Management perceives as being in the best interest of the Show. No rights or privileges are created for any Exhibitor as a result of previous space assignments or years of participation in the Show. Notwithstanding the foregoing, space selection is determined by seniority. Immediately set forth below is the current space selection process:

i. Exhibit Space Selection Order. After the published deadline for submitting the Exhibit Space Rental Application, the Exhibit Space Selection Order will be established to determine each company's selection time within each seniority group. A company typically earns one seniority point for each year it has exhibited at the Show. SEMA-member and TIA-member companies are given first priority of selecting space. SEMA and TIA member companies select before non-members, regardless of seniority. Member companies with the highest seniority points are given the first choice, followed by member companies with one less seniority point, and so on. Non-member companies follow the same process after all member companies have selected.

ii. Assignment Package. Shortly after the Exhibit Space Selection Order is established, each Exhibitor will receive an email addressed to the designated "Exhibitor Representative" with the Exhibitor's Assignment Package, which includes information related to their space selection date and time. The Assignment Package email will include the company's seniority and selection time, which will be a time range of one hour. Important information about the space selection process and a link to the relevant floor plan will also be included.

iii. Space Selection. As each Exhibitor's Exhibit Space Selection Order number comes to the top, Show Management will attempt to reach that Exhibitor by telephone at the number provided on the Exhibit Space Rental Application. If the contact is not available at the telephone number provided, Show Management will attempt to reach the exhibit contact at each number indicated on the Exhibit Space Rental Application. During the call, the Exhibitor will be asked to view the current online floorplan, which is updated approximately every 30 minutes during space selection, and select its company's space from the available booths in the pre-designated section. The Exhibitor and Show Management view the floorplan at the same time and Show Management will use its best efforts to advise the Exhibitor in finding the most desirous exhibit spaces available. If the Exhibitor contact is not available, or Show Management is unable to reach the Exhibitor contact or another authorized person at the Exhibitor's company, then Show Management will select a booth space for Exhibitor based on what they deem to be the most desirous booth space still available in the pre-determined section.

iv. Proxy. Exhibitors may appoint a non-company representative to select its space. In order to do so, Exhibitor may complete a proxy form on www.SEMAShow.com.

v. Section & Size Changes. There shall be no section changes during the space selection process. Size changes may be accepted on a limited basis, provided it can be accommodated and will not impede Show Management's ability to accommodate all other requests previously submitted by every other Exhibitor.

vi. Exhibit Space Confirmation. Exhibit Space Confirmations are sent by email to each Exhibitor after space is selected, which is customarily on the same business day in which space is selected. Included in the Exhibit Space Confirmations are (i) the number of the booth selected; (ii) any restrictions that may apply to the booth selected; (iii) pillar diagrams, if applicable; (iv) explanation of any modifications made to the Exhibit Space Rental Application, if applicable; and (v) further instructions and guidance on how to prepare for the Show.

B. Section Qualification. To qualify for a particular Show section, a minimum of 75% of the product or services on display and the marketing materials being distributed must be specific to that section. Each Exhibitor will be assigned to an initial primary section based on the core focus of their business. This primary section allocation is subject to determination and final approval by Show Management, in its sole discretion, ensuring a cohesive and market category-specific experience for all attendees.

Exhibitors interested in participating in an additional section of the Show, beyond their primary section, are required to adhere to the following guidelines:

1. **Products and Marketing Materials:** A minimum of 75% of the product on display and marketing materials must be specific to the market segment for the additional section in which your company exhibits.
2. **Primary Section Booth Rental:** Exhibitors must secure a booth within their designated primary section as a prerequisite for participation in an additional section. Cancellation or termination of the primary section booth rental will result in automatic cancellation of the additional section. The additional section booth is subject to all of the Exhibitor Rules and Regulations.
3. **Booth Size in Additional Section:** The size of the booth in the additional section shall not exceed the size of the booth in the primary section without Show Management's written approval.
4. **Staffing Requirements:** It is mandatory for all booths, whether in the primary or additional section, to be staffed by appropriate personnel throughout the Show's operating hours.
5. **Non-Transferability of Seniority Points:** Seniority points accumulated from the primary section booth cannot be transferred or applied to the additional section booth.
6. **Secondary Section Booth Allocation:** The allocation of booths in the additional section will be governed by the Space Selection Process, as detailed herein.

These guidelines are designed to ensure a balanced and equitable distribution of space and opportunities among all Exhibitors, enhancing the overall quality and integrity of the Show.

C. Floor Plan. Show Management reserves the right to rearrange Exhibitors or adjust the floor plan to accommodate the best interest of the Show. The floor plan maintained by Show Management shall be the official floor plan. Changes may occur at any time to accommodate Show needs.

D. Booth Change Request List. In order to be placed on a "Booth Change Request List" for an improved booth location, Exhibitor must submit the online application for booth change requests, which is available on www.SEMAShow.com. An Exhibitor must be current in accordance with their given payment plan for all exhibit fees, membership dues and sponsorship fees due to SEMA.

E. Sharing or Subletting Booth Space. Exhibitor shall not assign, sublet, share or apportion the whole or any part of the space allotted, or have representatives, products, equipment, signs, printed materials or any representation from any company other than the company contracted and assigned the exhibit space unless such assignment, subletting or sharing is approved in writing by Show Management. SEMA will inspect each exhibit to ensure that only the company assigned to the designated space is occupying such space. Any Exhibitors found on-site to be sharing booths with and/or sub-leasing to other companies will be shut down with no refund and may be subject to a loss of seniority points and/or prohibited from exhibiting at future SEMA Shows. Both the Exhibitor and any parties that Show Management approves to share Exhibitor's space, pursuant to this Section, are bound by, and agree to, the full terms of this Agreement, including the waiver of liability, indemnification and insurance requirements, as provided in Sections 7, 15 and 16.

F. Assignment/Transfer. This Agreement is non-assignable by Exhibitor except where assignment is in connection with sale or other transfer of the assignor's trade or business to the assignee, but such assignee shall display only products or services previously manufactured or marketed by the assignor, except with the express written consent of Show Management. In the event of such an assignment, assignor must provide written notification to Show Management at least thirty (30) days prior to the Show.

G. OEM Space Assignments. SEMA shall assign exhibit space to original equipment vehicle manufacturers (as classified at SEMA's sole discretion) prior to the exhibit space selection in order to best serve the needs of the Show.

H. Limitation of Services. The Facility's only service is to provide the overall Show with electrical power, water and light as may be reasonably required as well as reasonable heating and/or air conditioning on Show days only, not specific utilities to individual Exhibitors. The determination of what shall constitute reasonable for these purposes shall be defined in the sole and unfettered discretion of the Facility.

7. OPERATION AND CONDUCT

A. Exhibit Personnel.

i. Attendants, models, and other employees and representatives of Exhibitor must confine their activities to the contracted exhibit space.

ii. Exhibitor personnel and representatives may not enter the exhibit space or loiter in the area of another Exhibitor without permission from that Exhibitor, and at no time may anyone enter an exhibit space that is not staffed. Violators may be ejected from the Show and Exhibitor subject to a loss of seniority points.

iii. Exhibitor shall not photograph or video an exhibit or product of another Exhibitor unless such photography or videography is approved in writing by the other Exhibitor or Show Management.

iv. Exhibitor may not harass or antagonize another party, remove anything from another Exhibitor's booth or register or give a badge to anyone not qualified to attend or exhibit at the Show.

v. Exhibitor may only serve legal papers upon another Exhibitor by working with Show Management. Legal papers concerning intellectual property rights may only be served pursuant to the procedures set forth in the Intellectual Property Rights Policy, which can be found in the Exhibitor Manual on www.SEMAShow.com. Exhibitors may not serve such papers in the exhibit halls or public areas of the Las Vegas Convention Center unless accompanied by Show Management.

vi. Booths must be staffed during all Show hours. Exhibitors with booths that are not staffed during Show hours could be subject to loss of seniority points, loss of credentials for future shows and loss of other show privileges as determined by the SEMA Show Committee.
vii. No area of the Facility shall be used for any improper, immoral, illegal or objectionable purpose.

B. Attire. All Exhibitor personnel and their contractors must wear appropriate apparel at all times. This requirement prohibits, among other items, bathing suits, thongs, lingerie, excessively short skirts, painted bodies and transparent apparel. Show Management reserves the right to make determinations on appropriate apparel. Business or business casual attire is recommended. Exhibitors who are uncertain with regard to compliance with the appropriate apparel and entertainment regulations are encouraged to consult with Show Management in advance of the Show.

C. Buyer Activities. Exhibitors are not permitted to host or sponsor any event off the Show floor that attracts buyers during exhibit hours unless such event is approved in writing by Show Management. Hospitality functions away from the Convention Center shall not open before 6:00 pm of each Show day. Hospitality functions at the Convention Center may start at 5:00 pm

D. Outboarding. "Outboarding" occurs when a company that is eligible to exhibit at the Show does not exhibit, but hosts buyers at a venue away from the Show during set-up days or Show days. Companies that engage in outboarding may be prohibited from exhibiting at the Show for one to three years as determined by the SEMA Show Committee and may be subject to loss of seniority points. Registration credentials will not be issued to any employee of a company prohibited from exhibiting due to outboarding. Exhibiting companies are encouraged to protect their investment and report any outboarding to Show Management.

E. Advertising Outside Exhibitor's Space. Exhibitor shall not distribute, or permit to be distributed, any advertising matter, literature, souvenir items or promotional materials in or about the Exhibit Areas except from its own allotted exhibit space unless such distribution is approved in writing by Show Management. Exhibitor shall not post or exhibit any signs, advertisements, show bills, lithograph posters or cards of any description on any part of the premises of the Facility, except within the Exhibitor's exhibit space and upon such space as is made available for such purposes by the Facility. Exhibitor shall not affix anything to the walls, columns, carpet, concrete or pavement, nor shall Exhibitor cause or allow anything be projected on space or areas beyond Exhibitor's exhibit space without approval in writing from Show Management and the Facility.

F. Booth Noise. Music or noise emitting from the exhibit space shall not exceed 85 decibels. Exhibitors receiving requests from Show Management to reduce the music volume or noise level must immediately comply with the request or be subject to having the power to the sound system disconnected. After two requests from Show Management to reduce the music volume or noise level in Exhibitor's exhibit space, the power to the exhibit space's sound system may be disconnected for the remainder of the day. If there is a third violation, the power may be disconnected for the remainder of the Show.

G. Entertainment, Music. All music and entertainment must be in good taste and not include any lyrics that are inflammatory, sexually explicit, sexist, gang-related or violent or that promote activities of any type that defame or denigrate women, law enforcement or other established authorities. Dancing and modeling shall not include any lewd or sexually suggestive poses or actions. Show Management shall be the final authority on the acceptability of music played by Exhibitor and the activities of booth models and entertainers. Violators are subject to immediate closure of their booth, removal of booth personnel and/or closure of the exhibit for the duration of the Show.

H. Product Comparisons. Product comparisons that identify a company other than Exhibitor are prohibited unless approved in writing by Show Management. The distribution or display of materials showing product, written materials or other content from a company other than Exhibitor is also prohibited.

I. Objectionable Exhibits. See section 4.F. above regarding Show Management's right to remove and/or cancel exhibit space, or any portion thereof, that Show Management deems objectionable.

J. Food and Beverage. Alcoholic beverages may not be served within an Exhibitor's exhibit space without approval in writing from Show Management. Alcoholic beverages may not be served during Exhibitor move-in or move-out under any conditions. Any food or beverage items served within an Exhibitor's exhibit space must be coordinated through the official Facility caterer. Preparation of food within Exhibitor's exhibit space is prohibited. Exhibitor shall not bring into the Facility any food or beverages of any kind without approval in writing from the Facility's official caterer.

K. Electrical. Electrical equipment and wiring require evidence of testing and approval by a nationally recognized testing laboratory, and must conform to the electrical codes and regulations as indicated in the Exhibit Display Regulations.

L. Inspection. All displays will be inspected during move-in days and any Exhibitor deviating from the Rules must make modifications to its exhibit space at Exhibitor's expense prior to Show opening. If modifications are not made by Exhibitor, Show Management will instruct its official contractors to make any necessary adjustments, at Exhibitor's sole expense. Moreover, Exhibitor shall be responsible for all costs associated with ensuring any activities and displays outside, if applicable, are deemed safe under any and all conditions, as determined by SEMA in its sole discretion. SEMA will not be subject to any damages whatsoever should an activity or display be required to be terminated or removed by SEMA, or its designees, due to such circumstances.

M. Insurance. Exhibitor must have in full force and effect at all times Exhibitor is moving into, exhibiting at, conducting activities at, and moving out of the Show:
A policy of workers' compensation insurance that meets all federal and state requirements; and Commercial general liability insurance on an Occurrence Form to include Premises Liability, Products and Completed Operations, Personal and Advertising Injury, Medical Expenses, Damage to Rented Premises, and Blanket Contractual Liability coverage, with limits of at least $1,000,000 per occurrence, $2,000,000 aggregate as follows:

General Aggregate	$2,000,000
Products and Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Damage to Rented Premises	$100,000
Medical Expenses	$5,000

These coverages must be evidenced by a Certificate of Insurance ("Certificate") with a 30-day notice of cancellation provision to the holder. The Certificate must name the Specialty Equipment Market Association & Performance Racing, Inc., the Las Vegas Convention and Visitors Authority, Freeman and the Westgate Las Vegas Resort & Casino (Westgate need only be named if Exhibitor's exhibit space is located in the Westgate) as additional insureds and Certificate must be provided to Show Management at least 30 days before Exhibitor Move-In, or 30 days before Exhibitor's first day of scheduled activities at the Show, whichever is earlier. Exhibitor agrees that this insurance coverage will have a Best Rating of A, VIII or better, and coverage will be primary and non-contributory to any other insurance coverage, and provide a Waiver of Subrogation in favor of the Specialty Equipment Market Association & Performance Racing, Inc., the Las Vegas Convention and Visitors Authority, Freeman and the Westgate Las Vegas Resort & Casino (Westgate need only be included in the Waiver of Subrogation if Exhibitor's exhibit space is located in the Westgate). This policy will be strictly enforced.

Exhibitor will not perform or permit to be performed anything in or upon any portion of the Exhibit Areas, or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the Show or Facility or any part thereof, or in any way increase any rate of insurance upon the Facility or any property kept there without written consent of the president of the Facility. Furthermore, Exhibitors must secure and present proof of insurance to Show Management, as specified below:

i. Dangerous Activity – If Exhibitor is performing an activity within their exhibit space or elsewhere in or around the Facility that could potentially pose a risk (e.g., hot works, welding, painting or spraying, driving demos, etc.), Exhibitor must provide Show Management additional proof of a policy of event liability insurance ("Participant Liability Insurance") in the amount of $5,000,000 and participant accident medical insurance coverage ("Participant Accident Medical Insurance") in the amount of $3,500, all naming the Specialty Equipment Market Association & Performance Racing, Inc., the Las Vegas Convention and Visitor's Authority, Freeman and the Westgate Las Vegas Resort & Casino (if Exhibitor's exhibit space is located in the Westgate) as additional insureds. Exhibitor warrants that the Participant Liability Insurance and Participant Accident Medical Insurance coverage will have a Best Rating of A, VIII or better, and coverage will be primary and non-contributory to any other insurance coverage, and provide a Waiver of Subrogation in favor of the Specialty Equipment Market Association & Performance Racing, Inc., the Las Vegas Convention and Visitor's Authority, Freeman and the Westgate Las Vegas Resort & Casino (if Exhibitor's exhibit space is located in the Westgate).
ii. Booth Set-Up – All Exhibitors using the services of an Exhibitor Appointed Contractor (EAC) are responsible for ensuring that EACs conform to all Exhibitor Rules, Regulations and Guidelines as included in the Exhibitor Services Manual on www.SEMAShow.com. All EACs must carry their own insurance in addition to all insurance required of Exhibitor, and are subject to the same insurance requirements as applies to Exhibitors as set out herein.
iii. Auto Liability – If Exhibitor is operating a vehicle in the Facility, including any operation incident to display of a vehicle within a booth, Exhibitor must provide Show Management proof of Auto Liability coverage with a Combined Single Limit of $1,000,000 that provides coverage for Bodily Injury and Property Damage for Owned and Non-Owned autos.

N. Prohibited Equipment / Materials / Chemicals / Explosives. Exhibitor will not put up or operate any engine, motor or machinery on the premises, excepting normal equipment utilized to set up and dismantle exhibits, or use or store explosives, oils, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purposes, or any agent other than electricity for illuminating purposes.

O. Weapons. Fireworks, weapons, explosives, and firearms including replicas and/or toy weapons of all kinds are prohibited from the premises of the SEMA Show. This prohibition applies to interior and exterior premises, including parking areas, and also applies to all vehicles and displays whether the weapons are permanently or temporarily affixed.

P. Hazardous and Combustible Materials. Harmful or noxious odors or fumes must be negligible and contained within Exhibitor's exhibit space. Hazardous and combustible materials are prohibited unless approved in writing by Show Management. Exhibitor is responsible for the proper care, handling, security, removal, and disposal of all hazardous materials entered upon Facility premises by Exhibitor, as required by current Environmental Protection Agency or other applicable standards in effect at the time of occupancy. Disposal of hazardous materials or toxic waste must comply with all city, state, and federal laws.

Q. Damages. Exhibitor shall yield the Exhibit Areas back to the Facility at the conclusion of the Show in good condition and repair, ordinary wear and tear excepted. Any costs incurred by Show Management or the Facility to restore the Exhibit Areas to its condition prior to the Show, including but not limited to removal of signs, balloons, tape and other things not removed by Exhibitor, shall be the responsibility of Exhibitor. Exhibitor is responsible for all damage to any property caused by Exhibitor personnel.

R. Intellectual Property Rights, Including Anti-Counterfeiting Policy. As more fully set forth in the separate Intellectual Property Rights Policy included in the Exhibitor Services Manual on www.SEMAShow.com, which is incorporated herein by reference, all Exhibitors shall comply with the policy on Intellectual Property Rights. No Exhibitor may sell, offer, advertise, or display counterfeit or knock-off products. SEMA reserves the right, in its sole discretion, to prohibit a company from attending or exhibiting at a SEMA-sponsored show if said company sells, offers, advertises, or displays counterfeit or knock-off products or any product that SEMA deems to be deceptively or illegally marketed. Additionally, violation by an Exhibitor of these rules could result in a written warning, removal of offending items from your company's booth, closure of your company's booth, loss of seniority points, rejection of an application to attend or exhibit at a SEMA-sponsored show, rejection or revocation of membership status, and/or exclusion from future SEMA-sponsored shows, as an Exhibitor or attendee.

S. Accidents/Incidents. Any accident or incident involving or occurring in Exhibitor's booth, or as it relates to booth personnel must be reported to Show Management as soon as possible. Show Management will create a report of the incident, and where applicable, provide Exhibitor with a "Theft/Damage Report" or "Injury Report."

T. Lotteries and Contests. The operation of games of chance or lottery devices, or the actual or simulated pursuit of any recreational pastime is prohibited unless approved in writing by Show Management.

U. Retail Sales. Exhibitors are not permitted to sell products for delivery at the Show, orders may be taken for future delivery only, unless such sales are approved in writing by Show Management.

V. Photography/Video/Recording.

i. No exhibit, performance or event presented at the Show shall be photographed, videotaped, broadcast or recorded for commercial use, sale or distribution of any kind unless approved in writing by Show Management. If found in violation of this section, Exhibitor agrees to surrender recording devices and media content immediately at the request of Show Management and may be subject to loss of seniority points. No entity may use any audio or visual recording or streaming devices, including film, videotape, DVD, webcam, or any other similar methods which may be available to capture audio or visual at the Show or its events unless approved in writing by Show Management. Recorded content from the Show and its events is available from SEMA and may be provided to third parties, including media outlets and legitimate news organizations. SEMA may provide recorded content for commercial use at prevailing rates. SEMA is responsible for the approval of all requests for access to obtain audio or visual from all SEMA events.

ii. Every person operating an audio or visual recording device, including but not limited to videotape, film camera, digital video cameras, cell phones, tablets, webcams and other devices at the Show must display the proper credentials issued by SEMA. No entity may supply, sell or resell any audio or visual material of any Show without the express written consent of SEMA.

iii. No entity, with the exception of official SEMA licensees, may represent that it is the official, authorized, or sole provider of Show content or coverage.

iv. Exhibitor hereby waives its right of refusal to have its personnel, as well as product or exhibit, photographed, videotaped, broadcast or recorded in any medium for any use whatsoever by Show Management and/or entities authorized by Show Management, including without limitation, uses by Show-authorized or sanctioned media producing broadcasts derived from material gathered at the Show.

v. In consideration of being allowed to participate in the SEMA and AAPEX Shows, the participant ("Participant") hereby grants the SEMA and AAPEX Shows and their partners, authorized contractors and assigns: (1) full and unconditional permission to make still or motion pictures and any other type(s) of audio, video or visual recordings of Participant's activities and participation in the SEMA and AAPEX Shows and events, at the site of the events, and before, during and after the events; and (2) the exclusive, worldwide and perpetual rights to use the same, together with the name, likeness and biography of Participant, its agents, employees and assigns, along with the names, likenesses and data of, or relating to, Participant's products and display, for publicity, advertising, endorsements, promotion and any other kind or type of use or exploitations, whether or not for profit, in print, audio, video, and other communications media by reproduction and sale or other distribution by any and all means now known or hereafter developed.

W. Music/Photographs/Other Copyrighted Material. Exhibitor warrants and represents that no music, literary or artistic work or other property protected by copyright, nor the name of any performing artist or group protected by trademark, will be performed, reproduced or used incident to the Exhibitor's participation in the Show, unless the Exhibitor has obtained written permission from the copyright or trademark owner or applicable performing rights organization (e.g., BMI, ASCAP, SESAC, and others). Exhibitor acknowledges that it acts under this Agreement as an independent contractor, charged with the responsibility, in its sole discretion, for selection, performance, reproduction and use of any musical, literary and artistic works in its exhibit space as it deems appropriate and that it undertakes strict compliance with all laws respecting copyrights and trademarks. Exhibitor agrees to indemnify, save and hold harmless Show Management and the Facility and their directors, officers, agents, employees and servants from and against all claims, costs and expenses, including legal fees, demands, actions and liabilities of every kind and character whatsoever with respect to copyright and trademark rights, royalties and fees incurred by reason of Exhibitor's performance, reproduction or use of any musical, literary or artistic works or other property protected by copyright or the name of any performing artist or group in Exhibitor's exhibit space.

X. Releases; Waiver of Liability for Third Parties. Exhibitor agrees to obtain appropriate releases (the form of which and content must be approved by SEMA) and waivers from any third-parties participating or viewing any demonstrations, activations, or other activities conducted within or outside Exhibitor's booth. Exhibitor acknowledges that it is solely responsible for the conduct and safety of such activities and participants, and further agrees that neither the Show Management or the Facility shall bear any liability arising from these activities.

8. MOVE-IN / MOVE-OUT / EXHIBIT INSTALLATION & DISMANTLE

A. Freight Target Times. Exhibitors are assigned a specific date and time ("Freight Target Time") by Show Management to systematically unload freight at a designated site at the Show. Missing this time may result in additional fees. However, this does not apply to hand-carry freight or booth vehicles. Exhibitors may also ship freight to the warehouse of the Official Service Contractor (currently, Freeman) prior to the Show. Any freight received at the Official Service Contractor's warehouse will be delivered according to Exhibitor's Freight Target Time. Exhibitors shipping direct to the Las Vegas Convention Center prior to the Show are solely responsible for meeting their Freight Target Times. Target times are posted in the Exhibitor Services Manual in August.

B. Material Handling. All material handling during move-in and move-out, as well as the movement of empty crates and the operation of material handling equipment, must be performed by Freeman, except as indicated below. Freeman has the responsibility of managing docks and scheduling vehicles for the smooth and efficient move-in and move-out of the Show. Freeman is not responsible for any material it does not handle. Exhibitors may "hand carry" material, provided material handling equipment is not used. "hand carry" Exhibitors may not be permitted access to the loading dock or freight door areas. See the "Hand Carry Rules" in the Exhibitor Manual on www.SEMAShow.com for more instructions and qualifications.

C. Labor. The Exhibitor agrees to abide by all requirements of Show Management, Freeman, the Facility, and their agents pertaining to the use of union labor in the Exhibit Areas, and to abide by all labor regulations as stated in the Exhibitor Manual on www.SEMAShow.com. Show Management is not liable for changes in union regulations. A labor entity has jurisdiction through a labor agreement with Freeman for the erection, touch-up painting, dismantling and repair of all exhibits when such work is done by persons other than Exhibitor's full-time company personnel. This work includes wall coverings, floor coverings, pipe and drape, painting, hanging of signs and decorative materials from the ceiling, placement of all signs and the erection of platforms used for exhibit purposes. The labor entity's jurisdiction does

not cover the placement of Exhibitor's products on display, the opening of cartons containing Exhibitor's products, nor the performance, testing, maintenance, or repairs of Exhibitor's product. If full-time company personnel are utilized to set an exhibit, they should carry positive company identification, such as a medical identification card, payroll stub, or have a company payroll report available. This rule prohibits the utilization of workers hired from a non-union agency or company. Exhibitor's full-time company personnel may set-up the booth, provided the booth, walls, and fixtures can be completed without use of saws, pipe wrenches or power tools (hand tools, electric drills, and screwdrivers may be used for installation). For safety reasons, Exhibitors may not do any installation work that requires standing on a ladder over 30 inches high.

D. Display Installation Deadline. All displays must be in place by 3:00 pm on Monday, November 1, 2027. Display material, cartons and refuse must be removed from the aisles, and empty crates labeled and ready for removal by 3:00 pm on the last move-in day.

E. Late Installation. If installation of any exhibit has not started by 3:00 pm on the last move-in day, then Show Management and/or Freeman shall erect the exhibit and Exhibitor will be billed for and agrees to pay for all charges incurred. Neither Show Management nor Freeman shall be liable for damages that may occur during this installation.

F. Space Abandonment. Any space not claimed and occupied by 3:00 pm on the last move-in day, may be resold or reassigned by Show Management, without obligation on the part of Show Management for any refund to the Exhibitor whatsoever.

G. Removal of Product or Equipment. The removal of product and equipment from Exhibitor's exhibit space prior to the end of the Show requires that Exhibitor obtain a merchandise removal pass from Show Management. Nothing may be removed on Friday, the final day of the show, between 1:00 pm–4:00 pm.

H. Timely Dismantle. Exhibitor agrees to dismantle its display as soon as practical after the end of the Show. If teardown of the exhibit has not commenced by 12:00 pm the day after Show close, then Show Management shall have the exhibit dismantled at the Exhibitor's expense.

I. Early Move-out. Exhibitor shall not initiate move-out or abandon its exhibit prior to the official Show closing time on the final Show day. Violation will cause Exhibitor to be subject to a $500 fine and loss of seniority points.

J. Safety Requirements / Smoking. Exhibitor shall not allow its display to block the view of, or impede access to fire alarm boxes, fire hose cabinets, fire extinguishers, fire strobe lights, or other safety equipment. Smoking is prohibited in the Las Vegas Convention Center and the Exhibit Areas.

K. Exhibitor-Appointed Contractors (EAC). An EAC is any contractor not listed in the Exhibitor Manual on www.SEMAShow.com as an official SEMA-designated contractor. All Exhibitors using the services of an EAC are responsible for ensuring that the EAC conforms to the regulations included in the Exhibitor Services Manual on www.SEMAShow.com.

L. Outbound Freight. All freight must be ready for shipment no later than 12:00 pm on Sunday following the Show or Freeman will remove it at Exhibitor's expense. Exhibitor's preferred carrier must check-in by 9:00 am Sunday, November 7. Exhibitor freight will be sent with an official freight carrier of Freeman or sent back to Freeman's warehouse where storage fees will accrue if carrier fails to meet check-in deadline. Freight fees under these conditions are generally greater than those paid inbound by the Exhibitor. Exhibitor further agrees to indemnify and hold Show Management harmless against any and all claims which may arise from the dismantling, including without limitation, damages to the premises, the display or personal injury due to holdover by Exhibitor past its allotted time of occupancy.

M. Move-out Security. Exhibitor personnel should remain in the contracted exhibit space until Exhibitor's display materials are secured and accepted by the freight carrier or otherwise removed by Exhibitor. Show Management and Freeman assume no responsibility for exhibit material left unattended in the exhibit hall during move-out. Submission of a Material Handling Agreement to Freeman does not transfer responsibility to Freeman.

9. ADMISSION REGULATIONS

A. Children. No one under 16 years of age is allowed in the Show, including during Exhibitor move-in and move-out.

B. Badges. Admission to the Show is by official Show registration badge. Badges must be worn at all times, including move-in and move-out. Exhibitor is responsible for ensuring badges are provided only to the company's personnel. Exhibitor badges may not be ordered for or transferred to buyers or non-employees. Doing so may result in loss of seniority points. Badges are the property of Show Management and are non-transferable. Exhibitor waives any right to claim for damages against Show Management or the Facility for the ejection of any person or persons from the Facility by the Facility or Show Management where, in the sole determination of the Facility and/or Show Management, such person or persons have or likely will create a danger to public health and/ or safety or behave in an objectionable manner or are violating applicable laws, rules, or regulations (including but not limited to these Rules).

10. SHOW SENIORITY RULES

Any authorized assignments are subject to the Show Seniority Rules implemented by the SEMA Board of Directors, January 1988, as amended January 1990, June 1990, August 1996, January 2007, and April 2008 and November 2025. Awarding seniority points creates no rights for Exhibitors. Seniority points are provided to exhibiting companies strictly for the purpose of determining placement of one exhibit location in the next following Show and have no other value. The program of providing seniority points for determining placement may be changed at any time by SEMA. SEMA reserves the right to establish placement of companies in any fashion that SEMA determines best serves the purposes of the Show, regardless of prior exhibit space assignments or number of seniority points that have been awarded. Companies are provided one seniority point for each year the company exhibits in the Show with the exception of 2009 when two points were issued for exhibiting. No points are provided if a company pays the exhibit rental price, but does not exhibit or does not staff the booth. Subject to the forfeiture rules set forth below, if a company does not exhibit during any particular year, points awarded from previous years of participation are carried forward, but no additional points are awarded for years in which the company does not exhibit. Points are provided to the company indicated as "Company Name" in Step 1 of the Exhibit Space Rental Application and not to subsidiaries, divisions or brand names; provided, however, seniority points will be awarded to a company's "Exhibit As" name under the specific circumstances set forth in subsections 10.A.i. and 10.A.ii. below. An Exhibitor cannot increase its seniority points by any purchase, acquisition or merger, except as provided herein.

A. Transfer. Seniority points are transferable as follows:

i. Seniority of Companies Acquired by or Merged into a Parent Company (Acquired or Merged Companies with Pre-Existing Seniority) – In the event a company with pre-existing seniority points is acquired by or merged into a parent company, and the acquired or merged company is exhibiting in the same section as the parent and/or other subsidiaries of the parent with pre-existing seniority points, then all companies will be able to select their booths at the same time based on the number of seniority points accrued by the company with the greatest quantity of seniority points. If, however, the acquired or merged companies with pre-existing seniority points and the parent company are exhibiting in multiple sections at the Show, then each company will be treated as having the number of seniority points it accrued before the merger/acquisition added to the number of points it accrued each year it or its parent exhibited at the Show following the merger/acquisition.

ii. Accrual of Seniority Points by Companies Acquired by or Merged into a Parent Company – After multiple companies have been acquired by a single parent company, or are merged into one entity, these companies ("divisions/brands" while acquired or merged) will keep pre-existing seniority points and continue to accrue seniority points under their "Exhibit As" name for each year in which they exhibit at the Show, either separately or in the same booth, so long as each division/brand is displayed at the Show under their "Exhibit As" name. Divisions/brands will not forfeit seniority points by reason of absence from the Show so long as the parent company continues to exhibit at the Show during that period.

iii. Seniority of Companies that are Acquired by or Merged into a Parent Company and Later Divested by the Parent Company – In the event of divestiture of one or multiple divisions/brands of the parent company that had pre-existing seniority points before the acquisition or merger, the divested company will retain the seniority points it had accrued prior to the acquisition or merger plus the seniority it accrued while a part of the parent company. The parent company does not retain the seniority points of the divested company and retains only the seniority points it has accrued by reason of the Show activity of the parent company and its remaining divisions/brands that have not been divested. "Divestiture" shall include sale of brands, product lines, operations and assets. Except as specifically set forth herein, sale or transfer of a name, product line, tooling or a portion or segment of a company shall not constitute transfer of a company for purposes of these Exhibitor Rules and Regulations.

B. Forfeiture. Seniority points are forfeited as follows:

i. Except as specifically set forth under subsection 10.A. above, companies that dissolve or discontinue operations or that have been acquired forfeit all seniority points.

ii. Commencing with the 2007 SEMA Show, Exhibitors that fail to exhibit at the Show for a period of time, for any reason whatsoever, shall forfeit their seniority points pursuant to the following schedule:
   - Exhibitors that fail to exhibit for two consecutive years lose 50% of their seniority points.
   - Exhibitors that fail to exhibit for three consecutive years lose 75% of their seniority points.

- Exhibitors that fail to exhibit for four consecutive years lose 100% of their seniority points.

iii. Exhibitors may forfeit all or a portion of their seniority points as a consequence of any action that is in violation of the Rules as decided by the SEMA Show Committee. This includes any action that is in violation of the Exhibitor Rules and Regulations. Sub-leasing of exhibit space is not permitted and may result in the forfeiture of all or a portion of Exhibitor's seniority points.

iv. Forfeited seniority points cannot be restored unless otherwise determined by the SEMA Show Committee. The SEMA Board of Directors is the final authority on all questions regarding this policy. Any authorized assignments are subject to the Show Seniority Rules as stated in subsection 10.A. above. For further information regarding seniority, contact Show Management.

v. Commencing with the 2027 SEMA Show, Exhibitors that have lost seniority points due to a lapse in exhibit participation under subsection 10.B.ii. may earn back seniority points they once held at the most recent date of forfeiture pursuant to the following schedule:
   - Exhibitors that exhibit for two consecutive years will regain 50% of the seniority points they once held at most recent date of forfeiture.
   - Exhibitors that exhibit for three consecutive years will regain 75% of the seniority points they once held at most recent date of forfeiture.
   - Exhibitors that exhibit for four consecutive years will regain 100% of the seniority points they once held at most recent date of forfeiture.

   This ability to regain lost seniority points shall only apply as stated above and shall not apply to any other loss or forfeiture of seniority points.

11. VIOLATIONS

The Exhibitor shall be bound by the Rules (as defined in section 2 herein to encompass these Exhibitor Rules & Regulations, the Exhibit Display Regulations and the Intellectual Property Rights Policy), and by such additional rules and regulations which may be established by the Facility and Show Management including, but not limited to, those contained within the Exhibitor Manual on www.SEMAShow.com. Show Management shall enforce all Rules and such additional rules and regulations, and its decision on these matters will be final. All matters and questions not covered by the Rules and such additional rules and regulations shall be subject to the sole final judgment and decision of Show Management. Any violation by the Exhibitor of any of the Rules and such additional rules and regulations shall subject Exhibitor to cancellation of the agreement to occupy exhibit space, to forfeiture of any monies paid on account thereof, and could make Exhibitor subject to loss of seniority points, loss of credentials for future shows and loss of other show privileges. Upon Show Management notifying Exhibitor of such cancellation, Show Management shall have the right to take possession of the Exhibitor's space, remove all persons and properties of the Exhibitor, and hold the Exhibitor accountable for all risks and expenses incurred in such removal.

12. COMPLIANCE WITH LAWS

Exhibitor agrees to comply with and be bound by all laws of the United States and the State of Nevada, all ordinances of Clark County, and wherever applicable, all rules and regulations of the Police Department and Fire Department and those policies and criteria established by the Facility for use of the Exhibit Areas, and all applicable rules and policies regarding vaccines, and diseases, virus, bacterial and public health concerns, including but not limited to those of SEMA and Show Management. Exhibitor agrees that this Agreement shall be interpreted and enforced under California law, and this Agreement shall only be entered and/or interpreted in the state or federal courts in the State of California. Exhibitor, by executing this Agreement, submits to the jurisdiction of any and all California courts. Any dispute, cause of action or claim for relief, between or among Exhibitor, SEMA and the Facility regarding the terms, enforcement, interpretation, administration or performance of this Agreement shall be submitted to the California Arbitration Association for binding arbitration pursuant to the Uniform Arbitration Act as codified in California law. Exhibitor must conform to all standard fire codes of the Facility, including the rule prohibiting combustible materials and explosives in and around Exhibit Areas unless approved in writing by Show Management and Facility.

13. ACCESS CONTROL

24-hour access control will be provided from the start of move-in to the end of move-out. Show Management shall not be held responsible for the loss of any material by any cause and urges the Exhibitor to exercise normal precautions to discourage loss due to theft or any other cause. Show Management assumes no responsibility for goods delivered to the Exhibit Areas, or for materials left in the Exhibit Areas at any time. Exhibitors are encouraged to insure exhibit property against loss or theft.

14. DISRUPTION OF SHOW

In the event the Facility or any part thereof, or other venues or hotels needed for the Show, shall be destroyed, damaged by fire or other cause, or become unavailable in whole or in part, for a portion or for the entirety of the Show for any reason whatsoever, or if any casualty or unforeseen occurrence (including but not limited to COVID-19, or other epidemics or pandemics or similar influenza or bacterial infection that may cause global outbreak or pandemic or serious illness, war, hostilities, civil disturbance, riot, terrorist acts or threats thereof, national or regional emergency, government order, Acts of God, earthquake, flood, fire, strike, labor stoppages or slowdown, curtailment of transportation facilities, shortage of supplies or utilities, and other similar events beyond the reasonable control of SEMA) shall render the fulfillment of this Agreement impossible, illegal, commercially impracticable or inadvisable, including, without limitation, the requisitioning of the Facility by any governmental entity, then and thereupon SEMA shall modify the Agreement to accommodate the Facility being unavailable and Exhibitor shall accept such modifications, or the Agreement shall be terminable by Show Management at its option. Exhibitor hereby waives any claim against Show Management for damages or compensation for such termination should the Agreement be so terminated. In the event the Show is interrupted or canceled for any reason, Show Management, at its option, may return a portion of the amount paid for space after deduction of any amounts necessary to cover expenses incurred by Show Management in connection with the Show. Such expenses shall include, but not be limited to, all expenses incurred by Show Management as a result of contracts with third parties for the provision of services or products incidental to the Show, all out-of-pocket expenses incurred by Show Management incident to the Show; and all overhead expenses of Show Management attributable to the production of the Show. No monies will be returned should the dates or location of the Show be changed by Show Management, but Exhibitor will be assigned space which Exhibitor agrees to use under these same Rules and Regulations. Show Management shall not be financially liable in the event the Show is interrupted, canceled, moved or dates changed except as provided herein.

15. WAIVER OF LIABILITY AND WAIVER OF SUBROGATION

Show Management shall not be responsible for any damage, loss or injury that may happen to the Exhibitor or its agents, servants, employees or property from any cause whatsoever, whether within Exhibitor's booth, or outside Exhibitor's booth, except when solely caused by the gross negligence or willful misconduct of Show Management, its servants or employees, arising out of Show Management duties and responsibilities under the Agreement. For clarity, in no event shall Show Management be liable for any damage, loss, or injury caused by another Exhibitor, participant, or attendees, except to the extent solely caused by SEMA's gross negligence or intentional misconduct. Exhibitor expressly releases, waives, and discharges Show Management, the Facility, or their directors, officers, agents, employees, assigns and/ or servants from any such loss, damage or injury ("Releasees"). Show Management and the Facility assume no liability or responsibility for loss or damage to Exhibitor due to fire, theft, breakage or any other reason. Show Management and the Exhibitor agree to waive the right of subrogation by their insurance carriers to recover loss sustained under the respective insurance contracts for real and personal property. Show Management, its staff, employees, or agents assume no responsibility or liability whatsoever in matters relating to restrictions imposed on any Exhibitor by any governmental agency. Exhibitors shall obtain workers compensation insurance and provide proof of it for all employees of Exhibitor if requested by Show Management.

16. INDEMNIFICATION

Exhibitor hereby agrees to indemnify, save and hold harmless the Releasees and each of them from and against any loss, liability, damage or cost Releasees may incur from any and all claims, demands, actions, causes of actions, penalties, judgments and liabilities of every kind and description (including court costs and reasonable attorneys' fees) for injury to and/or any death of persons, and damage to and/or loss of property caused by, arising from or growing out of the acts or omissions of Exhibitor incident to the Show, including without limitation, any and all activities Exhibitor may be conducting at the Show, or from any breach by Exhibitor of any term or condition of this Agreement except when solely caused by the gross negligence or willful misconduct of Show Management, its servants or employees, arising out of Show Management duties and responsibilities under the Agreement. Exhibitor hereby assumes full responsibility for any risk of bodily injury, death or property loss or damage arising out of or related to the Show, except when solely caused by the gross negligence or willful misconduct of Show Management, its servants or employees, arising out of Show Management duties and responsibilities under the Agreement. Exhibitor hereby agrees that this Release and Waiver, Assumption of Risk and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

17. EXHIBITOR REPRESENTATIVE

The signer of the Exhibit Space Rental Application, by either electronic or wet ink signature, shall be the official representative of the Exhibitor ("Exhibitor Representative") and shall have the authority to act on behalf of the Exhibitor.