Las Vegas Convention Center, Las Vegas Nevada
Exhibit Days: November 3 — November 6, 2015
Education Days: November 2 — November 6, 2015

EXHIBITOR RULES AND REGULATIONS

1. SHOW OBJECTIVE
The SEMA Show is a trade show produced by the Specialty Equipment Market Association. 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 Paragraph 5 below.

2. DEFINITIONS
The Specialty Equipment Market Association ("SEMA") owns, produces and manages the SEMA Show. SEMA is hereinafter referred to as "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 Exhibit Space Rental Agreement, these Exhibitor Rules & Regulations, the Exhibit Display Regulations and any other rules & guidelines enacted by SEMA as found on www.SEMAShow.com are hereinafter referred to as the "Agreement" and constitute the agreement between Show Management and the Exhibitor. These Agreements, as defined herein, 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 SEMA 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 these Exhibitor Rules & Regulations and the Exhibit Display Regulations (collectively 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.

3. LOCATION AND DATES
The site of the SEMA Show is the Las Vegas Convention Center, located at 3150 Paradise Road, Las Vegas, Nevada 89109. The Facility is operated by the Las Vegas Convention & Visitors Authority. The Las Vegas Convention & Visitors Authority and the Las Vegas Convention Center hereinafter shall be referred to as the "Facility." The dates and hours are:

Exhibitor Move-In:
Thursday, October 29 . . . . . 8:00 a.m. - 6:00 p.m.
Friday, October 30. . . . . 8:00 a.m. - 8:00 p.m.
Saturday, October 31 . . . . . 8:00 a.m. - 8:00 p.m.
Sunday, November 1. . . . . 8:00 a.m. - 8:00 p.m.
Monday, November 2 . . . . . 8:00 a.m. - 10:00 p.m.

EACs working for exhibitors may enter the hall at 7:30 a.m. each of the days listed above, except for Monday, November 2, when EACs may enter at 7:00 a.m.

Exhibitors are issued "target times" for the arrival of show freight. See the Exhibitor Services Manual at www.SEMAShow.com for your assigned target time. Missing your target time may result in off-target fees.

Show Days*:
Tuesday-Thursday, November 3-5, 2015 . . . 9:00 a.m. - 5:00 p.m.
Friday, November 6 . . . . . 9:00 a.m. - 4:00 p.m.

* Exhibitors may enter the exhibit halls at 7:00 a.m. on Tuesday and 8:00 a.m. on Wednesday - Friday.

Exhibitor Move-Out:
Friday, November 6 . . . . . 4:00 p.m. - 11:30 p.m.
Saturday, November 7 . . . . . 8:00 a.m. - 6:00 p.m.
Sunday, November 8. . . . . 8:00 a.m. - 12:00 noon

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 in the best interest of the Show. Show Management will contact Exhibitors following submission of the Exhibit Space Rental Agreement if it finds issues with the application. Full Acceptance of the Exhibit Space Rental Agreement by Show Management will not be binding until Exhibitor fully complies with the application requirements set forth herein, including monetary deposits and letters of appointment, if applicable. Upon acceptance of the Exhibit Space Rental Agreement by Show Management, it shall be a legally binding agreement between the Exhibitor and Show Management. Exhibitor agrees to accept show information sent by SEMA via e-mail, fax or any other method of communication.

B. Exhibit Fees. The cost for Exhibit Space is $19.95 per square foot for SEMA or TIA members and $34.95 per square foot for non-members. Island exhibits are an additional $3,990.

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 Agreement through the Show's conclusion. SEMA or TIA members must pay dues of at least $350 to qualify for the member rate on booth space. In order to set up an exhibit at the Show, an exhibitor must be fully paid on all money owed to SEMA including sponsorship, advertising and membership fees.

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). 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 Agreement.
ii. Payment Option 2: 50% deposit submitted with an Exhibit Space Rental Agreement received by July 13, with the remaining balance due by August 7. 100% payment is required with all Exhibit Space Rental Agreements received after July 4.
iii. Payment Option 3: 25% deposit paid by credit card submitted withan Exhibit Space Rental Agreement with the remaining balance due in three equal payments paid by credit card of 25% each, due on May 28, July 7 and August 7. This payment option will not be available for Exhibit Space Rental Agreements received after May 28.

Payments sent after September 25, must be made by credit card or sent by bank electronic wire transfer to SEMA's bank, City National Bank, 555 S. Flower St. 12th Floor, Los Angeles, CA 90071, Account # 012122748, Account Name: Specialty Equipment Market Association, ABA # 122016066, Swift Code CINAUS6L. All bank fees incurred will be the responsibility of the exhibitor.

E. Amendments to the Exhibit Space Rental Agreement. It is understood and agreed that any changes or modifications to the Exhibit Space Rental Agreement following the initial submission of the Exhibit Space Rental Agreement 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 written or electronic form of communication, including email, fax or letter, and/or notification of approval is sent back to Exhibitor by any form of written or electronic communication. Changes shall 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 full acceptance of such changes, and thereby modify the Exhibit Fees due from Exhibitor pursuant thereto. Consequently, if any changes to the Exhibit Space Rental Agreement increase fees due 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 Agreement or any subsequent agreement for payment terms. Furthermore, changes initiated by Show Management to Exhibitor's exhibit space shall be communicated by electronic means (e-mail) to the email address provided by Exhibitor on the Exhibit Space Rental Agreement, and all such communications will be interpreted as read and accepted unless otherwise explicitly specified to the contrary by the Exhibitor.

F. Cancellations and Refunds. Cancellation of all or a portion of any exhibit space by Exhibitor must be made in writing. 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 (email is acceptable) to Show Management no later than the close of one business day following Exhibitor's selection of booth space during the 2015 SEMA Space Selection. Exhibitor's "selection of booth space" shall be the date in which Exhibitor is scheduled to select booth space based on the priority booth space order, which is determined in the last week of April, 2015. With respect to this subparagraph, 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 6, Show Management shall retain 50% of rental cost of each space canceled, as liquidated damages.
iii. Beginning August 7, Show Management shall retain 100% of rental cost of each space canceled, as liquidated damages.

No refunds are given after August 7 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.

At its discretion, if at any time Show Management deems a display, Exhibitor and/or its contents objectionable, the exhibit shall be subject to removal or cancellation at Exhibitor's sole expense. This reservation includes persons, things, conduct, printed matter, signs, or any item of poor character, which in the sole judgment of Show Management, is detrimental to the Show. This reservation may be enacted at any time, regardless of whether it is before the Show or during the Show. In the event such a restriction is enforced during the Show, Show Management shall not be liable for refund of exhibit space rental fees or exhibit equipment rental fees, except at its sole discretion. Exhibitor hereby expressly waives any right and all claims, actions or 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 restriction or removal. Notwithstanding the foregoing, Show Management reserves the right to prohibit the sale and/or display of any products it considers unsuitable for the Show or jeopardizes the Show's safe operations.

5. ELIGIBILITY

Show Management reserves the right to determine eligibility of Exhibitor for inclusion in the Show prior to, or after, execution of the Agreement. Show Management will determine the appropriateness of products exhibited by its distinctive characteristics or performance capability. Show management also reserves the right to prohibit display or advertisement of products which are in violation of these Exhibitor Rules & Regulations, the Exhibitor Display Regulations, or do not meet the show objectives.

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 Agreement, 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 2015 SEMA 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 and deny certain companies that may conflict with this provision 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. Products, services or brands for which a Warehouse Distributor 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. These products can be referred to in corporate capability brochures only. 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 can 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, except as provided specifically 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. There can be no representations or media activities of non-exhibiting companies.

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. Selection Order Draw. After the published deadline for submitting the Exhibit Space Rental Agreement, the Exhibit Space Selection Order will be completed 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 SEMA Show. SEMA-member and TIA-member companies are given first priority of selecting space. SEMA and TIA members companies select before nonmembers, 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. Nonmember companies follow the same process after all member companies have selected.

ii. Assignment Package. Shortly after the selection order is established, each exhibitor will receive an e-mail addressed to the established "exhibitor contact" with information related to their space selection date and time. The e-mail 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 2015 floor plan will also be included.

iii. Space Selection. As each exhibitor's space draw order number comes to the top, Show Management will attempt to reach each exhibitor by telephone at the number provided on the Exhibit Space Rental Agreement. 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 Agreement. 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 cannot 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, Exhibitors can complete a proxy form on www.SEMAShow.com or email Show Management directly.

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

vi. Confirmations. Exhibit space confirmations are issued by email to each Exhibitor on the same business day in which it is selected. Included in the 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 Agreement, 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.

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 available on the SEMA Show's Exhibitor Manual page for Booth Change Requests. In order to be assigned a new booth from the List, an exhibitor must be current in accordance with their given payment plan for all exhibit fees, membership dues and sponsorship fees due 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 other than the company contracted and assigned the exhibit space without the prior written consent of Show Management.

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 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 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 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 is subject to a loss of seniority points.

iii. Exhibitors shall not photograph or video an exhibit or product of another Exhibitor.

iv. Exhibitor may not harass or antagonize another party, remove anything from any Exhibitor's booth, register or give a badge to anyone not qualified to be in the Show or photograph or video another Exhibitor's booth or products.

v. Any Exhibitor desiring to serve legal papers upon another Exhibitor must abide by the procedures set forth in the Intellectual Properties rules in the Exhibitor Services section on www.SEMAShow.com. Exhibitors are not permitted to serve such papers in the exhibit halls or public areas of the Las Vegas Convention Center.

vi. Booths must be staffed during all show hours. Booths not staffed could be subject to loss of seniority, loss of credentials for future shows and loss of other show privileges as determined by the SEMA Show Committee. 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, without prior written permission of Show Management. Hospitality functions away from the Convention Center shall not open before 6:00 p.m. each show day. Hospitality functions at the Convention Center can start at 5:00 p.m.

D. Outboarding. Companies eligible to exhibit at the Show that do not exhibit, but host buyers at a venue away from the Show during set-up

days or Show days, may be prohibited from exhibiting in the SEMA Show for one to three years as determined by the SEMA Show Committee and may forfeit all seniority points. Registration credentials will not be issued to any employees of such company. Exhibiting companies are encouraged to protect their investment and report any violators to Show Management.

E. Advertising Outside Exhibitor's Space. Exhibitor shall not, without the written consent of Show Management, 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. 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 booth space and upon such space as is made available for such purposes by the Facility. Nothing can be affixed to the walls, columns, carpet, concrete or pavement, nor can anything be projected on space or areas beyond Exhibitor's booth space without written permission.

F. Booth Noise. Music or noise emitting from the exhibit space cannot exceed 85 decibels. Exhibitors receiving requests from Show Management to reduce the music volume or noise level must conform immediately to the request or be subject to having the power to the sound system disconnected. If after receiving a second warning that they are in violation, the power to the sound system will be disconnected for the remainder of the day. If there is a third violation, the power will 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, gangster rap 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 Exhibitors 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 or information using product or written materials of companies other than the contracted Exhibitor are prohibited.

I. Objectionable Exhibits. See Section 4.F. above regarding Show Management's rights to prohibit exhibits of an objectionable manner.

J. Food and Beverage. Alcoholic beverages may not be served within an Exhibitor's exhibit space without written consent from Show Management. Alcoholic beverages may not be served during exhibit move-in or move-out under any conditions. The official Facility caterer must provide food and/or beverage items served within an Exhibitor's exhibit space. Preparation of food within the contracted exhibit space is prohibited. Exhibitor cannot bring into the Facility any food or beverages of any kind, without the prior written permission 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 Exhibitor Display Rules.

L. Inspection. All displays will be inspected during move-in days and any Exhibitor deviating from the regulations must make modifications to its exhibit 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 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 Facility or any part thereof, or in any way increase any rate of insurance upon the building 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 (i.e., welding, painting, etc.), Exhibitor must provide Show Management proof of comprehensive general liability insurance which consists of $1,000,000 combined single limit bodily injury and broad form property damage, including broad form contractual liability, and name SEMA and the Las Vegas Convention and Visitors Authority as additional insured on such policy. Exhibitor agrees that their insurance coverage will be of a Best A rating or better, and be primary and non-contributory to any other insurance coverage, and provides a Waiver of Subrogation in favor of SEMA and the Las Vegas Convention and Visitors Authority."

ii. Booth Set-Up - If Exhibitor will be performing any booth installation and/or dismantling with its own employees, Exhibitor must secure a commercial general insurance policy in the amount of at least two hundred and fifty thousand dollars ($250,000), which names the Las Vegas Convention & Visitors Authority, SEMA as additional insured.

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

O. Hazardous Materials. Harmful or noxious odors or fumes must be negligible and contained within the display. Hazardous 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.

P. 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.

Q. 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 section 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 Show seniority, 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.

R. 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."

S. Lotteries and Contests. The operation of games of chance or lottery devices, or the actual or simulated pursuit of any recreational pastime is permitted only upon prior written approval of Show Management.

T. Retail Sales. Exhibitors are not permitted to sell products for delivery at the Show without Show Management's prior written approval. Orders may be taken for future delivery only.

U. 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 without the express written consent of Show Management. If found in violation of this section, Exhibitor agrees to surrender recording media immediately at the request of Show Management and is subject to a loss of seniority. No entity may use any audio or visual devices, including film, videotape, DVD, webcam, or any other similar methods which may be available to capture audio or visual images of the Show or its events without written permission of SEMA. Video material of the event is available from SEMA and may be provided to legitimate news organizations. Video material for commercial use may be provided at prevailing rates. SEMA is responsible for the approval of all requests for access to obtain audio or visual materials, including film, video and streaming video from all SEMA events.

ii. Every person operating an audio or visual device, including but not limited to videotape, film camera, digital video cameras and webcams 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 SEMA Show without the express written consent of SEMA.

iv. 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. Furthermore, Exhibitor hereby waives its right of refusal to have its personnel, as well product or exhibit, to be photographed, video taped, broadcast or recorded in any medium for any use whatsoever by Show Management or its designated official and authorized agency, 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 hereby grants the SEMA and AAPEX Shows and their 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 Event and at the site of the Event before, during and after the Event; and (2) the exclusive, worldwide and perpetual rights to use the same, together with the name, likeness and biography of Participant and its 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 exhibition 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.

V. 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 individual or group protected by trademark will be performed, reproduced or used incident to the Exhibitor's participation in the Show, unless the Exhibitor has previously thereto obtained written permission from the copyright or trademark holder. Exhibitor acknowledges that Exhibitor acts under this Agreement as an independent contractor, charged with the responsibility in its sole discretion for selection, performances, reproduction and use of such musical, literary and artistic works and such individual performer or group of performers as it deems appropriate and that it undertakes strict compliance with all laws respecting copyrights and trademarks and the performance, reproduction and use of musical, literary and artistic works or the use of the name of the performer or performing individuals or group. Exhibitor warrants that in the performance of this Agreement, Exhibitor will not infringe any statutory common law or other right of any person in performing, reproducing or otherwise making use of any work or material or performer or performing group. Exhibitors agrees to pay when due all royalties, license fees or other charges accruing or becoming due to any firm, person or corporation by reason of any music, either live or recorded, or other entertainment of any kind or nature, played, staged or produced by the Exhibitor, its agents or employees upon or within the premises covered by this Agreement, including but not limited to, royalties or licensing fees due to BMI, ASCAP or SESAC. Exhibitor will 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 and the performance, reproduction and use of musical, literary and artistic works or in the name of a performing individual or group.

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

A. Freight Target Times. Exhibitors are assigned a specific date and time by Show Management to systematically unload freight at show site. 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 Freeman's warehouse, prior to the show. Any freight received at the Official Service Contractor's warehouse will be delivered according to target times. Exhibitors shipping direct to the Las Vegas Convention Center prior to the Show must meet the assigned target time and date.

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 Services Manual on www.SEMAShow.com for more instructions and qualifications.

C. Labor. The Exhibitor agrees to abide by all agreements between Show Management, Freeman, the Facility, or any of its agents pertaining to using union labor in the exhibit areas, and to abide by all labor regulations as stated in Exhibitor Services 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 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 can 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 p.m. on Monday, November 2. Display material, cartons and refuse must be removed from the aisles, and empty crates labeled and ready for removal by 3:00 p.m. on the last move-in day.

E. Late Installation. If installation of any exhibit has not started by 3:00 p.m. on the last move-in day, then Show Management shall erect the exhibit and Exhibitor will be billed for and agrees to pay for all charges incurred. Show Management shall not be liable for damages that may occur during this installation.

F. Space Abandonment. Any space not claimed and occupied by 3:00 p.m. 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 prior to 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 p.m. - 4:00 p.m.

H. Timely Dismantle. Exhibitor agrees to dismantle display as soon as practical after the end of the Show. If teardown of the exhibit has not commenced by 12:00 noon 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 a loss of seniority in future Shows.

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 Facility.

K. Exhibitor-Appointed Contractors (EAC). An EAC is any contractor not listed in the Exhibitor Services 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 noon on Sunday following the show or Freeman will remove it at Exhibitor's expense. Exhibitor's preferred carrier must check in by 9:00am Sunday. 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 holding over 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.

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. 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 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. Points are provided to the company indicated as "Company Name" in Step 1 of the Exhibit Space Rental Agreement and not to subsidiaries, divisions or brand names; provided however, seniority will be awarded to a company's "Exhibit As" name only under the specific circumstances set forth in subparagraph 10.A.i. and 10.A.ii. below.

An Exhibitor cannot increase seniority points by any purchase, acquisition or merger, except as provided herein.

A. Transfer. Seniority Points are transferable as follows:

i. Effect of Merger/Acquisition on Space Selection (Multiple Companies with Pre-Existing Seniority) - In the event two or more companies with pre-existing seniority are merged into one entity or are collectively owned by the same parent company, and are then all exhibiting in the same section at the SEMA Show, then all companies will be able to select their booths at the same time based on the highest of the seniority numbers. If, however, the companies are exhibiting in multiple sections at the SEMA Show, then each booth will be picked at the seniority number established by each company before the merger/acquisition.

ii. Seniority of Multiple Companies during Merger/Acquisition – While multiple companies are collectively owned by the same parent company, or are merged into one entity, then all pre-existing entities will continue to accrue seniority for each year in which they exhibit at the SEMA Show either separately or in the same booth, so long as each division/brand is displayed at the SEMA Show in a booth's "Exhibit As" name. Forfeiture of seniority for any of the merged companies, due to absence from the SEMA Show, will not be applicable during such merger/acquisition period if the parent company continues to exhibit at the Show during that period.

iii. Seniority of Multiple Companies Post-Merger/Acquisition – In the event one or multiple entities/divisions of the merged company that had pre-existing seniority before the merger are divested in its entirety from the parent company, through the sale of its brands, product lines, operations and assets, such divested company will retain the seniority it had prior to the merger plus the seniority it earned while a part of the merged entity. The former parent company only retains the seniority it had prior to the merger either through its own Show activity or through other acquisitions.

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 subparagraph 10.A.ii above, companies that dissolve or discontinue operations or 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 pursuant to the following schedule:
   - Exhibitors that fail to exhibit in two consecutive years lose 50% of their seniority.
   - Exhibitors that fail to exhibit in three consecutive years lose 75% of their seniority.
   - Exhibitors that fail to exhibit in four consecutive years lose 100% of their seniority.

iii. Exhibitors may forfeit all or a portion of their seniority points as a consequence of any action that is in violation of the Exhibitor Rules and Regulations as decided by the SEMA Show Committee.

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 subparagraph A. above. For further information regarding seniority, contact Show Management.

11. VIOLATIONS
The Exhibitor shall be bound by the rules and regulations set forth herein, 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 Exhibit Display Regulations and the Exhibitor Services section on www.SEMAShow.com. Show Management shall enforce all Show rules and regulations, and its decision on these matters will be final. All matters and questions not covered by the regulations shall be subject to the final judgment and decision of Show Management. Any violation by the Exhibitor of any of the terms and conditions herein 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, loss of credentials for future shows and loss of other show privileges. Upon due notice 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 which have been established by the Facility for use of the exhibit areas. Exhibitor agrees that this Agreement shall be interpreted and enforced under California law, and this Agreement can only be entered and/or interpreted in the state or federal courts in the State of California. Exhibitor, by executing this Agreement, either online or in writing, submits to the jurisdiction of any and all California courts. Any dispute, cause of action or claim for relief, between 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. Combustible materials or explosives are not permitted in or around the exhibit areas without written permission from Show Management.

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 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 agreement period for any reason whatsoever, or if any casualty or unforeseen occurrence shall render the fulfillment of this agreement impossible, including, without limitation, the requisitioning of the Facility by any governmental entity, then and thereupon the parties to the agreement shall amend the agreement in a fashion which shall be mutually acceptable, 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 or injury that may happen to the Exhibitor or its agents, servants, employees or property from any cause whatever, except 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 expressly releases Show Management, its directors, officers, agents, employees, assigns and/or servants from any such loss, damage or injury. Show Management and the Facility do not provide any form of insurance to cover Exhibitor activities at the Show and 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, for itself, its directors, officers, employees, agents, representatives, servants, licensees, invitees, patrons, guests or contractors and their personal representatives, assigns, heirs and next of kin (herein referred to as "Exhibitor") hereby releases, waives, discharges and covenants not to sue SEMA or the Las Vegas Convention and Visitors Authority, their directors, officers, employees, agents, representatives, servants, licensees, invitees, patrons, guests or contractors (herein referred to as "Releasees") and each of them, from all liability to Exhibitor for any and all loss or damage and any claim or demands therefore on account of injury to the person or property or resulting death of Exhibitor arising out of or relating to the SEMA Show, whether caused by the negligence of the Releasees or otherwise. 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 or any death of persons, and damage to and loss of property which are caused by, arise from or grow out of the acts or omissions of Exhibitor incident to the SEMA Show, including without limitation, any and all activities it may be conducting at the Show, or from any breach by Exhibitor of any term or condition of this Agreement. Exhibitor hereby assumes full responsibility for any risk of bodily injury, death or property damage arising out of or related to the SEMA Show, whether caused by the negligence of Releasees or otherwise. Exhibitor hereby agrees that this Release and Waiver, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by Releasees and 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 and/or executor of the Exhibit Space Rental Agreement, either online or in writing, shall be the official representative of the Exhibitor or shall have the authority to act on behalf of the Exhibitor.