

DEFINITIONS

The following terms and definitions govern throughout these Regulations and Policies. The Specialty Equipment Market Association doing business as Performance Racing Industry ("PRI") owns, produces and manages the PRI trade show (the "Show"). PRI is hereinafter referred to as "PRI" or "Show Management". The exhibit halls, parking lots, air space and grounds of the Indiana Convention Center & Lucas Oil Stadium are herein-after referred to as the "Exhibit Areas." The Indiana Convention Center & Lucas Oil Stadium is hereinafter referred to as the "Facility." The company applying to exhibit at and/or exhibiting at the Show is hereinafter referred to as the "Exhibitor." Fern Exposition & Event Services, LLC is hereinafter referred to as "Fern." The agreement between Show Management and Exhibitor to abide by the terms in the Exhibit Space Rental Application, these Regulations and Policies and any and all other rules & guidelines enacted by PRI as found on www.performanceracing.com (collectively, the "Rules") is hereinafter referred to as the "Agreement" and constitutes an 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 PRI and PRI 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 fax communications.

EXHIBIT SPACE RENTAL APPLICATION

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 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 of its booth space assignment. 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 PRI via e-mail, fax or any other method of communication.

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 PRI for the booth space, PRI 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 PRI 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.

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 Regulations & Policies, 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.
- 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 2023 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. 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.

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. Should any tax liability result to PRI or Show Management due to Exhibitor's sale of any product, Exhibitor shall be solely liable and shall indemnify and hold PRI and Show Management harmless for any tax liability resulting from such sale.

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.

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.

ACCIDENTS/INCIDENTS

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

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.

AGE REQUIREMENT

Due to liability and safety issues, no one under the age of 16 years will be allowed in the exhibit areas, including during Exhibitor move-in and move-out.

ANIMALS

No animals of any kind will be allowed, except service animals.

ANTI-COUNTERFEITING POLICY

No Exhibitor may sell, offer, advertise, or display counterfeit or knock-off products. PRI reserves the right, in its sole discretion, to prohibit a company from attending or exhibiting at a PRI-sponsored show if said company sells, offers, advertises, or displays counterfeit or knock-off products or any product that PRI 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 PRI-sponsored show, rejection or revocation of membership status, and/or exclusion from future PRI-sponsored shows, as an exhibitor or attendee.

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 action under the violations policy described herein. 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.

BALLOONS/INFLATABLES

Any type of balloon or inflatable may NOT be used, displayed or distributed.

BOOTH CANCELLATION/DOWNSIZING/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 agreement.

- Exhibitors plotted during the initial booth plotting process will receive a booth confirmation on July 6th. These Exhibitors will have until July 13th to cancel or downsize. After July 13th through September 1st, Show Management shall retain 50% of rental cost of each space canceled, as liquidated damages.
- Exhibitors plotted after July 6th will receive a booth confirmation once plotted. Exhibitors will have 24 hours to cancel or downsize. After the 24 hour period through September 1st, Show Management shall retain 50% of rental cost of each space canceled, as liquidated damages.
- Beginning September 2nd, Show Management shall retain 100% of rental cost to each space canceled, as liquidated damages.

No refunds are given beginning September 2nd 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 relocation of an exhibit. Cancellation monies cannot be applied to future shows.

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 safe operations. 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.

BOOTH DISCOUNT WITH MEMBERSHIP

Members will receive a 10% discount on purchased booth space. To qualify for the membership booth discount, the exhibitor must be a current member in good standing of PRI from the execution of the Exhibit Space Rental Application or stand-alone membership form through the Show's conclusion.

BOOTH FEES

Exhibit space is sold in 10x10 foot increments. The cost for one 10x10 booth is \$1,800.00. Two or more 10x10 booths is \$1,700.00 per 10x10.

BOOTH PAYMENT PLAN

- 50% deposit due by May 26, 2023 to be included in the initial plotting of the floor plan.

- Balance due by September 6, 2023.

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 5:00 pm of each Show day. Hospitality functions at the Convention Center may start at 5:00 p.m.

CO₂ / COMPRESSED GAS

CO₂ bottles can be used inside the exhibit hall during show hours, but must be properly secured. During non-show hours, CO₂ bottles must be stored outside and properly secured. Exhibitors may store CO₂ bottles outside at the bottom of the Hall G ramp.

COMPLIANCE WITH LAWS

Exhibitor agrees to comply with and be bound by all laws of the United States and the State of Indiana, all ordinances of the City of Indianapolis and Marion 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. 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, PRI 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.

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, 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.

DEMONSTRATIONS & ENTERTAINMENT

Demonstration areas must be organized within the exhibitor's space so as not to interfere with any traffic aisle, and sampling or demonstration tables must be placed a minimum of 1' from the aisle line. Should spectators or samplers interfere with the normal traffic flow in the aisle or overflow into neighboring exhibits, Show Management will have no alternative but to request that the presentation or sampling be moved entirely into the exhibitor's booth space or be eliminated.

All product demonstration involving any moving and potentially hazardous machines, displays or parts must have hazard barriers to prevent accidental injury to spectators. Demonstrations must always be supervised by exhibitor personnel who can stop the demonstration in the event of an emergency, and all demonstrations involving potentially hazardous byproducts, such as dust, fumes, sparks, or flames, must be approved in writing by Show Management 60 days prior to the show.

DISRUPTION OR CANCELLATION 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 Show 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 PRI 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.

DRESS CODE

Models shall act and wear clothing that is considered both professional and in good taste. String bikinis, thong bathing suits, and front or rear nudity are not allowed. Models, as well as other company representatives, are not allowed to work outside the booth. They may only distribute literature, business cards, samples, etc., and approach customers from within the booth space.

EARLY MOVE-OUT

Exhibitor shall not initiate move-out including packing up or breaking down their booth 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 fine and loss of seniority points.

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 Service Manual on www.performanceracing.com.

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.

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 the violations policy described herein.

- 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. Exhibitors may not serve such papers in the exhibit halls or public areas of the Indiana Convention Center & Lucas Oil Stadium unless accompanied by Show Management.
- vi. Booths must be staffed during all show hours. Exhibitors with booths that are not staffed during show hours may be subject to loss of first right of refusal of booth space, loss of seniority points, loss of credentials for future shows and loss of other show privileges as determined by the PRI Show Committee.
- vii. No area of the Facility shall be used for any improper, immoral, illegal or objectionable purpose.

EXHIBITOR APPOINTED CONTRACTORS (EAC's)

An EAC is any contractor not listed in the Exhibitor Resources on www.performanceracing.com as an official PRI designated contractor. All exhibitors using the services of an EAC are responsible for ensuring that the EAC Conforms to the regulations included in the regulations and policies provided herein.

EXHIBITOR REPRESENTATIVE

The signer of the Exhibit Space 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.

FACILITY SMOKING REGULATIONS

Smoking is prohibited in the Indiana Convention Center, Lucas Oil Stadium and the Exhibit Areas.

FAIR GUIDE DISCLAIMER

It has come to our attention that you may be receiving solicitations, which are deceptively similar to our communications with you, from a company out of Austria named Fair Guide. Please understand that PRI has no connection with Fair Guide and does not in any way endorse

this solicitation or any offers made in their solicitation. In fact, PRI has made a number of efforts to attempt to stop any further solicitation to our customers; however, as you might appreciate, doing so with a company located in Austria, is virtually impossible. Should you have any questions with respect to such solicitation, we would suggest that you contact your attorney or Fair Guide directly. We hope this clears up any confusion, and should you wish to discuss this with your sales representative, please do not hesitate to do so.

FIRE & SAFETY

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. All aisles and exits shall be kept clean and free of obstructions. Any type of balloons may not be distributed, used, or displayed.

FLOOR PLAN

All exhibitors who exhibited at the PRI Show the previous year have first right of refusal on that booth space for the current year Show up until the initial plotting of the current year floor plan. Notwithstanding the forgoing, 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.

FOOD AND BEVERAGE

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. An exhibitor CANNOT bring into the facility any food or beverages of any kind, without prior written permission from the facility's official caterer. Sodexo Live! contact information: Melissa Gunn melissa.gunn@centerplate.com or 317-262-3504.

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.

INDEMNIFICATION

Exhibitor, for itself, its directors, officers, employees, agents, representatives, servants, licensees, invitees, patrons, guests and contractors and their personal representatives, assigns, heirs and next of kin (all referred to collectively herein as "Exhibitor") hereby releases, waives and discharges PRI or the Indiana Convention Center & Lucas Oil Stadium and the Capital Improvement Board of Managers of Marion County, Indiana, their directors, officers, employees, agents, representatives, servants, licensees, invitees, patrons, guests or contractors (all referred to collectively herein as "Releasees") and each of them, from all liability to Exhibitor for any and all loss, damages, 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 Show, whether caused by the negligence of the Releasees or otherwise and Exhibitor further covenants not to sue, file or maintain any action in law or equity against the Releasees in connection with any such loss, damages, claims or demands. 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. 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, 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.

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 PRI in its sole discretion. PRI will not be subject to any damages whatsoever should an activity or display be required to be terminated or removed by PRI, or its designees, due to such circumstances.

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, Fern Exposition & Event Services, LLC, the Indiana Convention Center & Lucas Oil Stadium and the Capital Improvement Board of Managers of Marion County, Indiana 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, Fern Exposition & Event Services, LLC, the Indiana Convention Center & Lucas Oil Stadium and the Capital Improvement Board of Managers of Marion County, Indiana. 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, Fern Exposition & Event Services, LLC, the Indiana Convention Center & Lucas Oil Stadium and the Capital Improvement Board of Managers of Marion County, Indiana 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, Fern Exposition & Event Services, LLC, the Indiana Convention Center & Lucas Oil Stadium and the Capital Improvement Board of Managers of Marion County, Indiana.
- 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.performanceracing.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 within.
- 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.

INTELLECTUAL PROPERTY RIGHTS

The objective of *Performance Racing Industry* (PRI) is to

ensure proper protection of the intellectual property of its exhibitors. This includes the protection of trademarks, service marks, copyrights and patents. PRI has established a stringent policy regarding these matters. Every effort will be made to eliminate product conflicts and protect those that have legal rights to the products involved.

WHAT YOU CAN DO

Once you suspect another company has copied your product or has infringed on your legal rights—i.e., copyright, trademark, patent—report the suspicion to Show Management and a representative will visit your booth.

WHAT WILL PRI DO?

- Upon receipt of a complaint, Show Management will make the complaint known to the exhibitor and provide an opportunity for that exhibitor to remove the product/material in question from its booth.
- If necessary, Show Management will attempt to bring you and the violating party together for a meeting in the Show Management Office to attempt to resolve the matter.
- If the exhibitor will not remove the product, then you must take legal recourse, which might include seeking a restraining order, injunction or cease-and-desist order from a court with jurisdiction over the Indiana Convention Center.
- If you obtain the order, do not serve it yourself or have it served by an outside third party. Bring the order and/or the process server to the Show Management Office.
- Show Management will bring the party being served to the Show Management Office for service.
- Once served, Show Management will assist with the enforcement of the order to ensure that it is adhered to in a timely manner. Any costs associated with the enforcement of the service will be the responsibility of the exhibitor obtaining the order.

If it is determined at the Show that a company may be in violation and is requested to remove the product from display, but refuses to do so, then should it be determined by a court of competent jurisdiction after the Show that a company was in violation, that company may be prohibited from participating in any PRI-sponsored Shows for up to two years.

SPECIFIC RULES THAT APPLY TO BOTH PARTIES IN THIS SITUATION ARE:

- Do not enter or loiter around the booth of the other party.
- Do not harass or antagonize the other party.
- Do not remove anything from any exhibitor’s booth.
- Do not register or give a badge to anyone not qualified

to be in the Show, with the exception that any attorney attending the Show must be registered under your exhibiting company name.

- Do not photograph or video either party's booth or products.

SHOW RULES FOR ALL PARTIES

PRI Show Exhibitor Rules and Regulations must be observed at all times. Violation by any exhibitor may result in any or all of the following actions at the discretion of PRI:

- Closure of your company's booth.
- Exclusion from future PRI-sponsored shows, as an exhibitor or attendee.
- Loss of Show seniority.

LABOR

The Exhibitor agrees to abide by all requirements of Show Management, Fern, 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 Service Manual on www.performanceracing.com. Show Management is not liable for changes in union regulations. A labor entity has jurisdiction through a labor agreement with Fern 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.

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.

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 Fern, except as indicated below. Fern has the responsibility of

managing docks and scheduling vehicles for the smooth and efficient move-in and move-out of the Show. Fern 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 Service Manual on www.performanceracing.com for more instructions and qualifications.

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 Fern assume no responsibility for exhibit material left unattended in the exhibit hall during move-out. Submission of a Material Handling Agreement to Fern does not transfer responsibility to Fern.

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 (BMI, ASCAP or SESAC). 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.

NOISE LEVEL POLICY

Sound levels in the booth must not prevent neighboring

exhibitors from conducting business. Speakers should be directed into the booth. Music or noise emitting from the exhibit space shall not exceed 85 decibels. Show Management shall have the right to lower volume to a reasonable level, remove sound equipment, or disconnect power if necessary for compliance.

NON-EXHIBITING COMPANIES

- If at any time before or during the PRI Show an exhibitor learns of a non-exhibiting company not complying with the Show rules, immediately report this to PRI Show Management by calling the Show Office at 317.262.5904.
- Non-exhibiting suppliers may NOT approach buyers or exhibitors for the purpose of soliciting.
- Non-exhibiting supplier merchandise, samples and catalogs are NOT permitted in the PRI Show.
- A non-exhibiting company breaking any of the rules listed above will be removed from the Show and may be prohibited to attend or exhibit in future shows.

NON-EXHIBITING MANUFACTURER REGISTRATION POLICY

Performance Racing Industry (PRI) will only issue Non-Exhibiting Manufacturer (NEM) badges to potential exhibitors interested in assessing the PRI Trade Show for future exhibiting opportunities.

In addition:

- A registration fee of \$500 per person will be charged to any NEM's planning to attend the Show (limit to two badges per company).
- NEM registrants are strictly prohibited from soliciting business or distributing promotional material of any kind to either PRI Trade Show attendees or exhibiting companies. Suspected briefcases, bags, suitcases, etc. are subject to inspection prior to entry to the exhibit hall and at various checkpoints.
- Showrooms, hospitality suites, receptions and/or special presentations cannot be hosted by non-exhibiting companies anywhere in Indianapolis during set-up and PRI Show dates.
- NEM's are limited to one year of show attendance, by company or person.
- If the NEM chooses to exhibit in the PRI Trade Show the following year, 100 percent of the NEM's registration fee will be applied towards their booth space rental, based on availability. Fees will be non-refundable if space is canceled.

This registration policy has been established to protect contracted exhibitors and their Show investment, as well

as preserve the integrity of the attendees walking the PRI Trade Show aisles.

Any NEM who is observed soliciting business in the aisles or in other public spaces, in another exhibitor's booth, or in violation of any of the rules and regulations of the PRI Trade Show will be asked to leave immediately. Additional penalties may apply.

Questions? Contact Karin Davidson at 949-373-9244 or karind@performanceracing.com

OBJECTIONABLE EXHIBITS

Show Management reserves the right to remove and/or cancel exhibit space, or any portion thereof, that Show Management deems objectionable.

OUTBOARDING / SUBLETTING

- "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 Show Management 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.
- The exhibitor shall not assign, sublet, share or apportion the whole or any part of the space assigned, 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 from firms other than its own in the exhibit space.

OUTBOUND FREIGHT

All freight must be ready for shipment no later than 10:00 a.m. on Monday following the Show or Fern will remove it at Exhibitor's expense. Exhibitor's preferred carrier must check-in by 10:00 a.m. Monday. Exhibitor freight will be sent with an official freight carrier of Fern or sent back to Fern'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.

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 PRI and may be provided to third parties, including media outlets and legitimate news organizations. PRI may provide recorded content for commercial use at prevailing rates. PRI is responsible for the approval of all requests for access to obtain audio or visual from all PRI events.
- ii. Every person operating an audio or visual recording device, including but not limited to videotape, film camera, digital video cameras and webcams at the Show must display the proper credentials issued by PRI. No entity may supply, sell or resell any audio or visual material of any Show without the express written consent of PRI.
- iii. No entity, with the exception of official PRI 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 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 PRI, the participant ("Participant") hereby grants the PRI Show 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 PRI Show 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.

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.

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.

SECURITY DO'S & DON'TS

- Escort your merchandise and/or goods to and from your booth if at all possible. The greatest risks of theft or loss occur during set up and tear down.
- Treat your valuable goods, especially prototypes, as irreplaceable. If they truly are one-of-a-kind, it's Show Management's suggestion you hire your own security for the duration of the show. Under no circumstances should such goods ever be left unattended. DVD players, televisions, computers, other electronic devices, and soft goods (such as T-shirts and jackets) are popular items for theft.
- At the close of each show day, cover all display tables. This establishes a barrier to curiosity-seekers.
- During tear down, stay within your exhibit until the empty cartons are delivered, your goods are packed, sealed, properly labeled, and if at all possible, until your cartons are picked up by the decorator or freight company.
- Obtain proper insurance coverage for your goods, including transit to and from show site. Please refer to the Exhibitor Insurance Form in the Exhibitor Information section of this Service Manual for more information.

- Show Management provides 24-hour general perimeter security, however, exhibitors are ultimately responsible for their own merchandise. Show Management, the Indiana Convention Center, or any of the contracted vendors do not assume responsibility for loss by theft, transportation, breakage, etc.
- Please report any on-site thefts to the Security Office located in the main lobby. A security representative will be on hand to file an incident report for you to take back home to submit to your insurance company.

SELLING ON THE SHOW FLOOR

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.

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 noon the day after Show close, then Show Management shall have the exhibit dismantled at the Exhibitor's expense.

UNOCCUPIED EXHIBIT SPACE / "NO SHOW" / SPACE ABANDONMENT

Show Management reserves the right, should any rented exhibitors' space remain unoccupied on the opening day or should any space be forfeited due to failure to make proper payment, to rent said space to any other exhibitor, or use said space in any other manner, but this clause shall not be construed as affecting the obligation of the exhibitor to pay the full amount specified in his invoice for space rental, or the obligation of Trade Show Management to refund any deposits or fees.

- 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. Exhibitor will also lose first right of refusal on said booth space for the following year.

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 Resources on www.performanceracing.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 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.

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, 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 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.