

CONTRACT TERMS AND CONDITIONS

1. CHARACTER OF EXHIBIT

The purpose of the NADA Show 2019 & ATD Show 2019 is to promote the highest standards of efficient management, ethical and business-like practices, and knowledge useful to the improvement and efficiency of dealership operations. The Expo is intended to complement and enhance the NADA & ATD Workshop Program, and is designed to educate NADA & ATD members and industry participants about industry products or services and to stimulate interest in and demand for these items. Each Exhibitor agrees to exhibit only its products or services used in the business of the automobile/truck dealer.

NADA reserves the right to reject, eject, prohibit, or decline any exhibit in whole or in part, or any exhibitor or its representatives, with or without giving cause, including, but not limited to any failure to comply with terms and conditions, rules and regulations, or creation of an unreasonable disruption or disturbance. In particular, "stalking in the aisles" of show attendees, or other improper behavior outside an exhibitor's assigned booth may result in loss of seniority points, immediate closing of the exhibitor's booth, prohibition from exhibiting at future shows, or other penalties at NADA's sole discretion.

2. ACCEPTANCE

2.1 NADA reserves the right to unilaterally determine the eligibility of any company or product for inclusion as an exhibitor or participant in the Expo.

2.2 Acceptance of this Contract by NADA should in no way be construed as, and does not constitute or represent, an endorsement, evaluation, review, approval, or recommendation of any kind by NADA of either an exhibiting company or its products or services.

2.3 Exhibitor represents that any goods, services, or other products displayed, described or otherwise presented at the Expo comply with all applicable federal, state, and local laws, ordinances, and regulations.

3. FAILURE TO MAKE PAYMENT

If Exhibitor fails to make any scheduled payment by the date specified, NADA reserves the right, at its sole option, to cancel this Contract. Under such circumstances, NADA will have the absolute right to sell, utilize, or otherwise dispose of the Expo space that had been reserved for Exhibitor, in any manner NADA deems appropriate, with no liability or obligation whatsoever to Exhibitor. In event of cancellation due to Exhibitor's failure to make payment, NADA will also be entitled to recover liquidated damages as provided in Section 5.

4. CANCELLATIONS

Exhibitor understands that commitments have been, or will be made by NADA in reliance upon Exhibitor's agreement to perform its obligations under this Contract, and therefore Exhibitor understands and agrees that it has no right to cancel this Contract except as provided in Section 5 herein. Exhibitor also understands and agrees that because of the nature of the enterprise undertaken by NADA, which is dependent upon its securing a sufficient and satisfactory number of exhibitors and a suitable facility for the Expo, if NADA determines, in its sole opinion, that it is not practical to carry out the terms of this Contract for any reason, including but not limited to an insufficient number of exhibitors, or the unavailability or unsuitability of the facility for any reason including without limitation, Act of God, fire, flood, storm or threatened storm, earthquake, riot, strike, lockout, civil disturbance, actual or threatened terrorist attack or act of war, or restraint of government, or for any other reason beyond NADA's reasonable control, NADA shall have the right to cancel this Contract, with no obligation or liability to Exhibitor. In event of such cancellation or if NADA cancels the Expo after it opens, Exhibitor hereby expressly waives any and all claims against NADA of every kind or nature. Nonetheless, in the event of a cancellation, NADA may, at its sole option, elect to provide Exhibitor with a full or partial refund of fees Exhibitor has paid to NADA for exhibit space at the NADA Show 2019 & the ATD Show 2019.

5. REFUNDS

5.1 If NADA does not accept Exhibitor's application for a reason other than non-payment or cancellation by Exhibitor, NADA will refund any deposit paid to NADA by Exhibitor for the 2019 Expo.

5.2 Exhibitor specifically recognizes and acknowledges that NADA will sustain losses that cannot be precisely determined if Exhibitor cancels its Contract after being assigned space by NADA. Due to the difficulty, if not impossibility, of determining such losses, Exhibitor agrees to pay the following amounts as liquidated damages, and not as a penalty, in the event Exhibitor cancels its Contract in the time periods specified. Cancellation prior to November 16, 2018 25% of the full exhibit rental price; cancellation on or after November 16, 2018 100% of the full exhibit rental price. Any cancellation notices by Exhibitor must be submitted to NADA in writing, and will be effective when received by NADA.

5.3 Booth Cancellation after order for eBooth Enhancement. A booth cancellation after an order for an eBooth Enhancement will cause automatic cancellation of any eBooth listing and any eBooth enhancements purchased. Refunds will be made of eBooth fees paid minus a \$25 cancellation fee and an additional \$200 cancellation fee for each floor plan logo or video purchased.

6. ASSIGNMENT, RELOCATION, POSSESSION OF EXHIBIT SPACE, AND TRAFFIC AT EXHIBIT SPACE

Exhibitor understands and agrees that NADA has sole and unlimited discretion over the assignment of booth locations and space. NADA may assign any space to any exhibitor for any reason, and is under no obligation to assign Exhibitor any of the booth locations preferred by the Exhibitor. Further, NADA reserves the right to change Exhibitor's assigned location at any time in NADA's sole discretion if deemed in the best interests of the Expo. Exhibitors who request a relocation of their booth after NADA has assigned a specific location or booth size may be assessed a Relocation Charge at NADA's sole discretion.

NADA makes no representations or guarantees regarding the number of individuals attending the Convention or the number of visitors to a particular booth or exhibitor. Exhibitor understands and agrees that NADA has no control over exhibit traffic and hereby waives any and all claims for refund, discount, damages, or any other relief related to the nature, quality, or location of the Convention facilities or the Exhibitor's assigned space.

Exhibitor must take possession of its assigned exhibit space by 12:00 Noon, Thursday, January 24, 2019. If Exhibitor fails to take possession by this date and time, Exhibitor will be deemed to have voluntarily cancelled this Contract, and NADA will have the absolute right to, at its sole option, sell, utilize or otherwise dispose of Exhibitor's assigned space in any manner NADA deems appropriate, without any liability or obligation whatsoever to Exhibitor.

7. SUBLETTING – PRIOR APPROVAL REQUIRED FOR CO-EXHIBITORS

7.1 Exhibitor agrees that the space assigned to Exhibitor is intended for Exhibitor's sole use to exhibit only the goods or services described in Exhibitor's application. Exhibitor agrees that it will not share, assign, sublet, subdivide, apportion, or otherwise allow any persons, parties or entities other than Exhibitor to use in any manner, the space assigned to Exhibitor, or any portion of that space, without submitting a written application to NADA. Such application shall identify by name any potential Co-Exhibitor, describe the relationship between the primary Exhibitor and Co-Exhibitors, and detail the Co-Exhibitor's products and services to be exhibited.

7.2 A Co-Exhibitor may exhibit on the Expo floor only after the Exhibitor receives written approval from NADA for such activity. Approval by NADA of the Co-Exhibitor(s) application shall also entitle the Co-Exhibitor(s) to be listed on the website (including the eBooth upgrade enhancements), in the Convention Program and Expo Directory, to accumulate seniority points, and to participate in the NADA sponsorship and advertising program.

7.3 The primary Exhibitor shall be responsible for all actions of the Co-Exhibitor, including the compliance by the Co-Exhibitor with these Contract Terms and Conditions and the Exhibit Rules and Regulations. Any determination by NADA that an Exhibitor or Co-Exhibitor violates this Section 7, will be final and binding, and may be treated by NADA as a default under Section 17 of this Contract. NADA reserves the right to request documentation from Exhibitors and Co-Exhibitors to confirm any business relationship.

8. NAME CHANGES

Exhibitor represents that the name of the exhibiting company and the service or product to be displayed as shown in Exhibitor's application are correct, and accurately reflect Exhibitor's intended booth display at the Expo. NADA reserves the right to cancel this Contract in the event of any change (a) in the name of the exhibiting company, (b) in the products or services to be exhibited, or (c) in the ownership of the exhibiting company. Exhibitor agrees to notify NADA in writing within ten (10) business days of the occurrence of any of the events listed in the preceding sentence. If NADA cancels this Contract under this Section 8, NADA will refund any exhibit booth rental fees Exhibitor has previously paid to NADA for the NADA Show 2019 & the ATD Show 2019.

9. COPYRIGHT INFRINGEMENT

Exhibitor is responsible for (a) securing any and all necessary intellectual property licenses, trademarks, and copyrights for any products, performances, displays, or other uses of copyrighted works or patented inventions; or, (b) obtaining any and all consents necessary for the use of any name, likeness or signature, voice, or other impression, or other intellectual property owned by any third party which is used directly or indirectly by Exhibitor. Exhibitor represents and warrants that it has the legal right to use any and all intellectual property related in any way to their Show exhibit.

Exhibitor agrees that NADA is not responsible or liable for any claimed or recognized violations of the Exhibitor's intellectual property rights or proprietary claims, including any claims for trademark, copyright or patent infringement or any claims of counterfeiting or other violations of proprietary rights. Exhibitor further releases, waives, and covenants not to sue, file, or maintain any action in law or equity against NADA and its respective members, officers, directors, agents, and employees, from all liability for any and all loss or damage or any claim for such violations of the Exhibitor's intellectual property rights or proprietary claims.

10. AMERICANS WITH DISABILITIES ACT COMPLIANCE

Exhibitor shall be responsible for complying with the public accommodations requirements of the Americans With Disabilities Act ("ADA") with respect to its own Exhibit, including, but not limited to, the removal of physical barriers to access the Exhibit, and the provision of auxiliary aids and services where necessary to ensure that no disabled individual is treated differently by Exhibitor than other individuals. Exhibitor shall attempt to identify in advance any special needs of disabled individuals requiring accommodation by NADA and shall notify NADA of such needs for accommodation as soon as they are identified to Exhibitor. Exhibitor represents and warrants that its Exhibit will comply fully with the ADA.

11. INSURANCE

NADA will not be liable for any personal injury, harm, or damage suffered by Exhibitor or Exhibitor's employees or related personnel, or for loss of or damage to Exhibitor's equipment or property occurring during installation or removal, or during the Expo itself, by reason of theft, fire, accident or any other destructive cause. Insurance for Exhibitor's equipment or property, if desired, must be placed by the Exhibitor.

Exhibitor shall, at its own expense, secure and maintain through the period of the Expo, inclusive of move-in and move-out days, the following insurance: (a) worker's compensation insurance; (b) employer's liability insurance with limits not less than \$1,000,000 each accident; (c) commercial general liability insurance with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage; and, (d) automobile liability insurance with limits not less than \$500,000 each occurrence combined single limit for bodily injury and property damage, including coverages for owned, nonowned, and hired vehicles, including loading and unloading operations. Required commercial general liability and automobile liability insurance policies shall name NADA, its affiliates and their respective officers, directors, agents and employees as additional insureds.

12. EXHIBITOR EXPENSES

Exhibitor understands and agrees that it is responsible for its own expenses. NADA will not be liable in any instance for any expense incurred by Exhibitor related to the Convention or otherwise, due to terms of the lease that NADA has with the proprietors of the Expo building, or for any other cause whatsoever.

13. EXHIBITOR LISTINGS

NADA will provide a Password for access to each Exhibitor's listing on www.nadashow.org and/or www.atdshow.org ONLY to the Official Contact listed by each Exhibitor on the Application. The Official Contact is solely responsible for entering truthful, accurate and timely information on the Exhibitor's listing on the website. NADA reserves the right to remove any Exhibitor data or entry that, in NADA's sole judgment, is inappropriate, inaccurate or offensive, or fails to comply with the Contract Terms & Conditions or the Exhibit Rules and Regulations.

14. EXHIBIT PROMOTIONAL MATERIAL

NADA reserves the right to remove or require an exhibitor to remove any advertising or promotional material displayed or available at the convention that, in NADA's sole judgment, is inappropriate, inaccurate or offensive, or fails to comply with the Contract Terms and Conditions or the Exhibit Rules and Regulations.

15. RAFFLES, LOTTERIES, SWEEPSTAKES, OR SIMILAR EVENTS

Any Exhibitor at the Expo that is planning to conduct a raffle, lottery, sweepstakes, give-away, or other similar promotion or event ("Event") from its exhibition space on the Expo floor:

15.1 (a) accepts responsibility for ensuring that its Event is operated in full compliance with (a) all federal, state, and local law and regulations, including filings or licenses with government agencies, (b) any rules and regulations of the San Francisco Convention and Visitors Bureau and the Moscone Center & San Francisco Marriott Marquis, (c) any required disclosures to participants for tax, liability, or other purposes, and (d) other applicable law; and

15.2 warrants that its Event will not breach or violate any of the NADA Exhibitor Contract Terms and Conditions, and the NADA Exhibit Rules and Regulations, for the Expo; and

15.3 agrees to indemnify, defend, and hold harmless the National Automobile Dealers Association ("NADA"), its affiliates, subsidiaries and each of their employees, officers, directors, agents, successors and assigns from and against any and all losses, damages, claim, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (a) injuries or death to persons or damages to property in any way resulting from or arising out of Exhibitor's conduct of Event, (b) any failure of Exhibitor to perform, or cause to be performed, its obligations under sections 15.1 and 15.2 above, or (c) any acts or omissions of Exhibitor or any Exhibitor employee or agent in violation of any applicable law or regulation related to the Event.

16. INDEMNIFICATION AND WAIVER

Exhibitor agrees to indemnify, hold harmless, and defend NADA and its respective members, officers, directors, agents, and employees ("Indemnitees") from and against any and all liabilities, damages, actions, losses, claims, and expenses (inclusive of attorney's fees)

arising from any and all claims related to any act, omission, negligence, fault, or violation of law or ordinance by the Exhibitor or its employees, agents, contractors, patrons, or invitees, including, but not limited to: claims arising from or relating to Exhibitor's failure to obtain licenses or consents, and/or Exhibitor's infringement or other violation of the intellectual property rights or the rights of privacy or publicity of any third party; claims resulting from allegations that its Exhibit or services provided by Exhibitor failed to comply with the applicable provisions of the Americans with Disabilities Act; or claims arising from or relating to Exhibitor's failure to pay any tax when due, or failure to file any tax return when required.

Exhibitor hereby waives each and every claim which arises or may arise in its favor against any one or more of the Indemnitees for any and all loss or damage covered by valid and collectible insurance. Such waiver precludes the assignment of any claim by subrogation or otherwise.

17. VIOLATIONS OF CONTRACT

If Exhibitor defaults in the performance of any term of this Contract (including, but not limited to payment of fees, compliance with the terms of this Contract or any related agreement, maintenance of insurance, or compliance with any and all rules and requirements concerning displays, or use of the Expo facilities), NADA, at its option, may immediately terminate this Contract. Upon such termination, Exhibitor's rights and privileges under this Contract shall terminate, NADA shall have the right to take possession of the space occupied by the Exhibitor and to remove all persons and goods, with no liability whatsoever to Exhibitor. In addition, NADA shall be entitled to recover any and all damages caused, in whole or in part, by such default, including liquidated damages as provided in Section 5. The remedies provided to NADA under this Contract shall be cumulative. If NADA commences legal action against the Exhibitor to enforce the provisions of this Contract, NADA shall be entitled to pursue any and all appropriate remedies and to recover attorney's fees and costs. To secure performance of Exhibitor's obligations under this Contract, Exhibitor hereby grants NADA a security interest in all personal property of Exhibitor located within the Expo facilities.

18. AMENDMENT TO TERMS AND CONDITIONS

Any and all matters or questions not specifically covered by these Terms and Conditions shall be subject to the sole discretion of NADA. NADA may, at any time, in its sole discretion, make reasonable changes, amendments, or additions to these Terms and Conditions, the Exhibit Rules and Regulations, or the Exhibit Design Regulations. Any such changes, amendments, or additions shall be binding on Exhibitor equally with the other terms and conditions contained herein.

19. MISCELLANEOUS

19.1 Neither party shall be liable for failure to perform its obligations if prevented from doing so by any cause beyond its reasonable control, including but not limited to fire, flood, riot, earthquake, civil commotion, insurrection, Act of God, labor disputes, strikes, war, actual or threatened terrorist attacks, shortage of or inability to obtain materials, supplies or utilities, or any law or governmental action which becomes effective after the date of execution of this Contract.

19.2 If any provision of this Contract is held invalid or unenforceable under applicable law, such provision shall be ineffective, without invalidating the remaining provisions hereof.

19.3 The headings in this Contract are intended for convenience of reference and shall not affect its interpretation.

19.4 This Contract contains the entire understanding of the parties relating to the subject matter hereof, and supercedes any prior or contemporaneous understanding or representation, whether written or oral.

19.5 This Contract shall be deemed to be made under and shall be construed in accordance with the laws of the Commonwealth of Virginia without giving effect to any conflict of laws provisions. Each of the parties to this Contract irrevocably and unconditionally (a) agrees that any suit, action or other legal proceeding (collectively "Suit") arising out of or in any manner related to this Contract, whether directly or indirectly, shall be brought and adjudicated in the U.S. District Court for the Eastern District of Virginia, Alexandria Division or the Fairfax County Circuit Court, Fairfax, Virginia, (b) submits to the exclusive jurisdiction of such court for the purpose of any such Suit, (c) waives and agrees not to assert by way of motion, as a defense or otherwise in any such Suit, any claim that such party is not subject to the jurisdiction of any of the courts referred to above, that such Suit is brought in an inconvenient forum or that the venue of such Suit is improper, and (d) hereby irrevocably waives any right to trial by jury in any court in any Suit for the adjudication of any claim or dispute between the parties arising under or relating to this Contract.

19.6 Exhibitor is solely responsible for, and agrees to pay when due, any and all sales, use, property, excise or other taxes imposed by any governmental authority upon or arising from Exhibitor's activities in conjunction with the Expo, including, but not limited to, Exhibitor's sale of goods or services. Exhibitor agrees, represents, and warrants that it will file any tax returns or similar documents required by any governmental authority.