

EXHIBIT RULES AND REGULATIONS

Exhibitor agrees to comply with the following rules and regulations applicable to the NADA Show 2019 and ATD Show 2019 to be held at the Moscone Center & San Francisco Marriott Marquis in San Francisco, California. Failure to comply with these rules and regulations will have a negative impact on your placement and/or participation in future NADA & ATD shows.

1. FIRE SAFETY REGULATIONS

The use of flammable substances or materials of any kind is strictly prohibited. No paper decorations may be used. All decorative fabrics must be flame proofed in accordance with Fire Regulations. No gasoline or other flammable or explosive substances will be allowed in the building. Exhibitors must accept responsibility for full compliance with federal, state, county, and city Safety Regulations.

2. SUBMISSION OF FLOOR PLANS

Exhibitor agrees to submit to NADA no later than November 16, 2018 a floor plan showing booth structure, height, width, depth and placement of any furnishings and/or product displays, regardless of booth size. (NADA's review of floor plans is for the sole purpose of determining compliance with NADA Exhibit Design Regulations. No formal approval will be provided.) If Exhibitor fails to submit floor plans to NADA in a timely manner, NADA reserves the right to cancel this Agreement immediately. In the event of such cancellation, NADA shall refund to Exhibitor any payments made in accordance with the schedule outline in Section #5 of the Contract Terms and Conditions.

In the event that Exhibitor uses a multi-level or covered booth, Exhibitor agrees that such booth shall be constructed and maintained in compliance with any fire safety code provisions promulgated by the City of San Francisco and/or the Moscone Center or San Francisco Marriott Marquis governing fire safety equipment and construction relating to multi-level and covered displays.

3. EXHIBITS, SHIPMENT

All shipments by freight, rail, motor freight, or air must be prepaid and made on a straight bill of lading and should be carefully prepared to show number of pieces, weight classifications, carrier, routing, delivering carrier, etc. A copy of bills of lading and notice of shipment should be mailed to the official contractor at the address listed in the Exhibitor Service Kit. Shipments made in Exhibitor's own truck or not covered by bills of lading must be accompanied by a delivery ticket showing number of pieces, weights, etc. All shipments must be prepaid.

Shipments consigned to the official contractor will be received, handled, sorted and delivered to the Moscone Center or San Francisco Marriott Marquis docks at the rates listed in the Exhibitor Service Kits. All labor will be at prevailing rates.

All materials shipped for the Expo to the Moscone Center or San Francisco Marriott Marquis must be plainly marked NADA or ATD Expo with the name of the Exhibitor and the number of the booth space. NADA will not be responsible for materials consigned to its care.

Warehouse and Show Site labels are provided in the Exhibitor Service Kits.

Exhibitors must not ship goods in cardboard containers if they expect to use and store the same for packing at the close of the Expo. All excelsior and paper will be removed from packing boxes before going to storage.

4. EXHIBITS, MOVING IN AND REMOVAL OF

NADA Show exhibits may be moved into the Exhibit Halls of the Moscone Center starting Monday, January 21, 2019. Exhibit installation is to be completed no later than 5:00 pm, Thursday, January 24, 2019. ATD Show exhibits may be moved into the Ballroom of the San Francisco Marriott Marquis starting on Wednesday, January 23, 2019. Exhibit installation is to be completed no later than 3:00 pm, Thursday, January 24, 2019. Noisy and unsightly work will be strictly prohibited after opening of the Expo. Property received after the opening day must be arranged in space before 8:00 am following day of receipt. Exhibit materials will not be permitted to leave the building any time after installation until after the closing of the Expo, unless special permission in writing is obtained from NADA. All exhibit material must be removed from the Exhibit Halls of the Moscone Center by 5:00 pm, Wednesday, January 30, 2019 and the Ballroom of the San Francisco Marriott Marquis by 8:00 pm, Saturday, January 26, 2019. Children under the age of 18 will not be permitted on the exhibit floor during move-in and/or move-out.

5. EARLY TEAR-DOWN

Exhibitor shall not initiate tear-down, packing, or otherwise dismantle or abandon any portion of their booth prior to the official close of the Expo Hall. In the event Exhibitor begins tear-down or other prohibited activities prior to the close of the Expo, exhibitor will be

issued a non-compliance warning and fined a loss of one year's seniority point(s) towards booth selection at future Expos. A second violation of this section will result in the loss of two year's seniority point(s). A third violation may result in the Exhibitor's exclusion from the Expo for the next year in addition to the loss of all seniority point(s).

6. EXHIBITS, PLACING OF

NADA will not be responsible for the admission of any exhibit which does not fit within the dimensions and capacity of the entrance of the building, elevators and aisles, as now, or to be installed. All conforming goods arriving at the Moscone Center loading dock or the San Francisco Marriott Marquis loading dock will be placed in the spaces, at Exhibitor's expense, by NADA's Official Contractor. Exhibitor must have a representative present when the Official Contractor delivers the goods to Exhibitor's space so that Exhibitor can direct the arrangement of the items. Exhibitor is responsible for any additional cost or expense that may result from its failure to have a representative present to direct placement of the goods.

7. EXHIBIT SERVICES

NADA has selected Official Contractors to provide services for the Expo, with labor and equipment to be provided at prevailing rates and terms. A list of Official Contractors may be found in the Exhibitor Service Kits. NADA assumes no responsibility or liability whatsoever related to the performance or non-performance by any Official Contractor.

Exhibitor must use, without exception, an Official Contractor for electrical, plumbing, telecommunications, cleaning, material handling and rigging services. For other services, requests for exceptions to the use of Official Contractors will be considered only if Exhibitor submits a timely request in writing to NADA. NADA will not consider any exception request received after 5:00 PM, EST, on December 7, 2018. A service provider other than an Official Contractor used by Exhibitor with NADA's consent is hereinafter referred to as an "Exhibitor Appointed Contractor."

Any request for an exception must be accompanied by the Exhibitor Appointed Contractor's certificate of insurance, and a list of all exhibitor clients for whom the Exhibitor Appointed Contractor will be performing services at the Exhibition. NADA must be named as an additional insured. Exception will not be granted if use of the Exhibitor Appointed Contractor would be inconsistent with NADA's commitments and obligations in any contract with Official Contractors, or in its lease with the Moscone Center or San Francisco Marriott Marquis. All Exhibitor Appointed Contractors must meet the requirements specified in the Exhibitor Forms Section of the Exhibitor's Service Kit.

Exhibitor is responsible for ensuring that its Exhibitor Appointed Contractors abide by applicable badge requirements. Exhibitor understands and agrees that there may be an administrative fee associated with these procedures, and Exhibitor agrees to pay such fee. In the event that an Exhibitor utilizes an Exhibitor Appointed Contractor, Exhibitor agrees to indemnify and hold harmless NADA, its Official Contractors, and the Moscone Center and San Francisco Marriott Marquis from and against any claims, losses, damages, liabilities or expenses arising out of the acts or omissions of any of Exhibitor's Exhibitor Appointed Contractor.

NADA reserves the right, in its sole discretion, to withhold approval or to dismiss from the Show, any Exhibitor Appointed Contractor whose participation in the Expo may, in the sole opinion of NADA, lead to strikes, picketing, or other labor action directed at the Expo, or other disruption of the Expo, or unreasonable interference with or inconvenience to the Expo, NADA's official contractors, NADA, or any of the exhibitors.

Any controversies which may arise between exhibitors and contractors, or the personnel of either, shall be referred to NADA for resolution. The parties agree that decisions by NADA shall be final and binding.

8. PROTECTION OF THE FACILITIES AND THE PUBLIC

Exhibitor shall not use the Expo facilities or permit them to be used by any employee, agent, contractor, patron or invitee: (a) for any illegal purpose; (b) in conflict with any applicable law, ordinance, rule or regulation of any governmental authority; (c) in any manner which could vitiate the insurance or increase the rate of insurance on the facilities; (d) in any manner which constitutes any waste or nuisance; (e) in any manner which causes any injury to the facilities; or, (f) in violation of any applicable rule or regulation issued by management of the Moscone Center or San Francisco Marriott Marquis.

9. FACILITIES RULES

Exhibitor agrees to comply with all rules and regulations prescribed by the Moscone Center and San Francisco Marriott Marquis; to comply with the requirements of all local authorities; and to obtain, at Exhibitor's own expense, any necessary permits, licenses or equipment, should any be required for Exhibitor's displays or exhibit. Exhibitor agrees that failure to conform to all facilities and city rules and regulations may result in the close of its exhibit by NADA. Exhibitor agrees to comply with any reasonable request by any official of the Expo building or by NADA with respect to the installation, conduct and disassembly of its exhibit.

10. CARE OF EXHIBIT SPACE

Exhibitor shall properly protect and maintain its exhibit space. Exhibitors shall pay on demand to NADA or its designee the cost of restoring Exhibitor's space to the condition as of initial use by the Exhibitor, reasonable wear and tear expected.

11. DEPARTURE OF ATTENDEES FROM CONVENTION PREMISES DURING SHOW HOURS & MEETING AND HOSPITALITY ROOM GUIDELINES

11.1 Exhibitor may not encourage, organize, or otherwise promote the departure of Convention attendees from the Convention premises during NADA Show hours (Friday, 8:30am to 5pm, Saturday, 8:30am to 5pm, Sunday, 8:30am to 4pm) or ATD Show hours (Friday, 10:30am to 12pm & 1:30pm – 3pm, Saturday, 10:30pm to 12pm & 1:30pm to 3pm) by bus, limousine, taxi, other conveyance for any purpose, including entertainment, meals, social events, product demonstrations, client meetings, or athletic events.

11.2 Meeting and Hospitality Rooms – Exhibiting companies will be given priority in scheduling meetings rooms or hospitality/business suites at any of the official hotels or exhibit facilities. These hospitality functions and/or meetings may not occur during show hours.

11.3 Exhibitors who are found to be in violation of the above prohibitions on outside activities, during Convention & Expo hours, will be subject to the loss of seniority points and other penalties, at NADA's sole discretion.

12. RECORDATION OF VISUAL IMAGES OR SOUND

Exhibitors may record images or video of their own exhibit and related activities. Exhibitors will NOT be permitted to record, produce or transmit, in any medium whatsoever, visual images or sound of the Expo, or the exhibit or activities of any other exhibitor. Exhibitors and their agents, representatives, and employees MAY NOT RECORD, PRODUCT, OR TRANSMIT visual images or sound of Show/Expo workshops, super sessions, studio or exchange sessions, inspirational services, franchise meetings or other public programs or meetings.

Exhibitor, for itself, its employees, representatives, invitees, licensees and others acting on its behalf, hereby grants to NADA: (A) unconditional permission to photograph, video record or sound record Exhibitor's exhibit and activities relating thereto at any time; and, (B) exclusive, perpetual rights to use, display or reproduce, in any medium whatsoever, any such photographs, video or sound recordings, together with the likenesses and names of any persons appearing or recorded therein, for publicity, advertising, exhibition or exploitation, whether or not for profit.

13. AUDIO OR VISUAL DISPLAY EQUIPMENT

Exhibitor may use audio and/or visual display equipment in strict compliance with the following provisions. All equipment must be approved by the Underwriters Laboratories. The sound must be kept at a volume not to exceed that of normal conversation, 80 decibels; all audio speakers must face inward and not out towards the aisles; must not interfere with neighboring Exhibitors; and, must be devoted exclusively to the business of the Exhibitor. Video productions relating to exhibitor's product/service will be permitted, provided equipment and screens are set back from all aisles and all viewers stand or sit within the confines of the booth.

14. OBJECTIONABLE APPARATUS

No Exhibitor shall show any goods or apparatus in operation if the same is noisy or otherwise objectionable to surrounding exhibitors, or to NADA.

15. ADVERTISING, DISPLAY AND DISTRIBUTION RESTRICTIONS

15.1 Taste and decorum. Exhibitors must not display or distribute catalogs, advertising, or printed material that, in the opinion of NADA, contains sexually explicit, undignified, or otherwise objectionable material. Exhibitor may use professional models within their booth space; however, the models must be tastefully dressed. Model attire that, in the opinion of NADA, is sexually provocative, undignified, or otherwise objectionable, will not be permitted. Models must remain in Exhibitor's assigned booth space and may not walk

the exhibit hall aisles or other areas of the convention center for the purpose of soliciting business or directing/escorting people to their booth.

15.2 Within booth only. Except as noted in section 15.3 below, exhibitors or their agents must not distribute promotional material from any location outside of the Exhibitor's assigned booth space. Further, Exhibitors must not display any advertisements, company names, product names, or other promotional material of any kind at any location outside of Exhibitor's assigned booth space. By way of example and not limitation, the prohibitions of this paragraph apply to restrooms, restaurants, workshop rooms, and any other public areas outside of Exhibitor's assigned booth space, except as arranged and approved by NADA.

15.3 Activities outside the assigned booth. Exhibitors and Co-Exhibitors may arrange for advertising and sponsorships outside of their assigned booth space at the Convention Center only as approved and arranged through the NADA sponsorship and advertising program.

15.4 No live animals. No live animals will be allowed within any exhibit or the exhibit halls, with the exception of guide and service animals.

15.5 No peanuts or popcorn. Peanuts and popcorn in any form are not allowed in the exhibit halls.

15.6 No third-party promotions. Exhibitors are not permitted to display names or advertisement of persons, products, or entities other than those of the Exhibitor and any Co-Exhibitors approved and registered by NADA under section 7 of the Contract Terms and Conditions. Exhibitors are permitted to use another person's or firm's product to the extent necessary for operation of displays or demonstrations relating to Exhibitor's products or services; however, identification of the third-party item must be limited to the usual and regular nameplate or imprint displayed on the third-party article in the general course of business.

Exhibitors and Co-Exhibitors that advertise or distribute advertising materials, other than through NADA under section 15.3 above, outside their assigned booth space, whether in public spaces within the convention center, on the exterior or grounds of the convention center, or on the premises of hotels within the NADA convention block of hotels, may be penalized by NADA by the loss of seniority points, a fine equal to the cost of their unapproved advertising if procured through the NADA sponsorship and advertising program, or by other penalties, at NADA's sole discretion.

Exhibitors are responsible for all advertising conducted in their name by any subsidiary, affiliate, partner, agent, or outside vendor such as an advertising agency or local representative.

15.7 Air or gas supported displays. Exhibit Product Displays supported, propped up or buoyed, in whole or in part, by lighter-than-air gas, or by blown or pressurized air, (hereinafter "Inflatable Display") are permitted only in accordance with the following restrictions. (A) The Inflatable Display(s) must not be larger than 50% of the total booth floor area assigned to Exhibitor; (B) the top of the Inflatable Display(s) must not exceed the height restriction applicable to the Exhibitor's assigned booth space (12 ft. for Inline booths, 16 ft. for Perimeter booths, and 20' for Peninsula or Island booths); (C) the Inflatable Display(s) must remain within the interior of Exhibitor's assigned booth space at all times; and, (D) any fan, blower, or other device used to support the Inflatable Display(s) must not be so noisy as to interfere with the rights of neighboring exhibitors.

16. LIGHTS, SECURITY

General lighting for the Expo will be furnished. Special lighting, spotlights, power for motors, etc., if desired, must be arranged for by the individual Exhibitor at its own expense. No persons will be permitted to enter or remain in the Expo after the closing hour of the Expo without NADA's prior approval, which approval NADA reserves the right to withhold in its sole discretion. NADA assumes no responsibility for any materials left in exhibit booths.

17. BADGES

Appropriate badges and identification will be furnished to Exhibitors and their employees by NADA upon proper registration. Exhibitor must ensure that all of its agents, representatives and employees wear and display their official NADA/ATD identification badges at all times while in the Expo, Workshops and General Sessions. Each individual must wear ONLY the identification badge with his or her name on it. Individuals sharing their badges with unregistered persons or allowing their badges to be used for deceptive purposes may have their registration revoked by NADA and be escorted out of the Show/Expo premises.