

CONTRACT TERMS & CONDITIONS

1. CHARACTER OF EXHIBIT

The purpose of the virtual NADA Show 2021 (the "Show") 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 Education Program and is designed to educate NADA 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 virtual 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 these Terms and Conditions, Code of Conduct or creation of an unreasonable disruption or disturbance. In particular, engaging in improper behavior outside an exhibitor's virtual booth may result in loss of priority points, immediate closing of the exhibitor's virtual 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 virtual Expo.

2.2 Acceptance of a virtual exhibit 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 reject, eject, prohibit or cancel Exhibitor's virtual exhibit or its representatives from the Show. 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. PAYMENT AND CANCELLATION POLICY

All sales are final. Full payment is due at the time of application submission. Failure to submit payment will result in the Exhibitor's virtual application not being approved. Virtual showrooms will not be activated unless full payment for virtual showroom has been received. The payments under this Agreement shall constitute payments solely for the virtual exhibit program as described in the NADA Virtual Booth Application Contract and Exhibitor Prospectus.

5. ASSIGNMENT AND TRAFFIC AT EXHIBIT SPACE

Exhibitor understands and agrees that NADA has sole and unlimited discretion over the assignment of virtual booth platforms.

NADA makes no representations or guarantees regarding the number of individuals attending the virtual NADA Expo or the number of visitors to a particular booth or exhibitor. Exhibitor understands and agrees that NADA has no control over the level of engagement between Exhibitor and attendees and hereby waives any and all claims for refund, discount, damages, or any other relief related to the nature or quality of the Exhibitor's virtual booth.

6. 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 virtual booth at the Expo. NADA reserves the right to reject, eject, prohibit or cancel Exhibitor's virtual booth 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.

7. 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.

8. RECORDING POLICY

By exhibiting at the virtual NADA Show 2021, the Exhibitor agrees to NADA's Recording Policy which strictly prohibits the recording (photographic, screen capture, audio and/or video), copying or downloading of education sessions, Exhibitor videos, product demos and any other content not specifically listed here that is presented during the virtual NADA Show.

9. ENFORCEMENT OF CONTRACT TERMS & CONDITIONS

Any Exhibitor found in violation of these Terms & Conditions may be subject to any or all of the following remedies at the sole discretion of NADA:

- The virtual booth platform is deactivated and eliminated from the virtual showcase until the situation is remedied.
- The virtual booth platform is deactivated and removed for the remainder of the show.
- Exclusion from exhibiting at future NADA events.

10. STAFFING AND USE OF VIRTUAL SHOWROOM

Virtual Showrooms must remain staffed at all times during scheduled Expo hours. All Exhibitor activities must be confined to the limits of Exhibitor's allocated virtual booth platform and chat room and must not interfere with the activity of other exhibitors.

11. HARASSMENT

NADA wishes to create a welcoming environment at NADA Show 2021 and expects all participants to refrain from harassing behavior and speech, including in group or 1:1 chat rooms. Any person who has been subjected to harassment, or who witnessed harassment, is encouraged to notify NADA staff. NADA reserves the right to take any action it deems appropriate in response to such conduct by any person, including removal of that person from the event and prohibiting attendance at future events. Without limiting the foregoing, the Exhibitor and all Exhibitor personnel shall be subject to the NADA Code of Conduct.

12. AMERICANS WITH DISABILITIES ACT COMPLIANCE

NADA is committed to providing access to all of our virtual events for disabled attendees. Vendors must provide accommodation upon request within 72 hours' notice by NADA or a show attendee.

13. EXHIBITOR LISTINGS

NADA will provide a Password for access to each Exhibitor's listing on www.nadashow.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 Code of Conduct.

14. EXHIBIT PROMOTIONAL MATERIAL

14.1 Appropriateness of Promotional Materials. NADA reserves the right to remove or require an exhibitor to remove any advertising or promotional material displayed or available as part of their virtual booth platform that, in NADA's sole judgment, is inappropriate, inaccurate or offensive, or fails to comply with these Contract Terms & Conditions or the Code of Conduct.

14.2 Show Specials. In order to stimulate visitor traffic to the virtual exposition, Exhibitor agrees to offer special NADA Show 2021 discounts ("Show Specials") for Exhibitor products or services offered to automobile dealerships whose manager or dealer principal attendees visit the Exhibitor's virtual booth through the NADA Show 2021 virtual show platform, during virtual NADA Show hours.

Exhibitors that advertise at least one Show Special will earn one priority point to be used for future NADA show expo participation ranking.

14.3 Trademark Usage. By signing up to participate in the NADA Show 2021 virtual exposition and paying the virtual exhibitor fees due to NADA, Exhibitor is granted - for the period beginning upon NADA's acceptance of the Contract and continuing through March 31, 2021 - a non-exclusive, non-transferrable, royalty-free licensee to use the marks "NADA Show 2021" and "Virtual NADA Show 2021," along with associated NADA Show logos, solely for the following purposes: (i) communicating to Virtual NADA Show 2021 attendees that the Exhibitor is participating in the NADA Show 2021 virtual exposition and providing information about how to visit the Exhibitor's virtual booth; (ii) use within marketing communications to drive visitor traffic to the Exhibitor's virtual booth; and (iii) promoting Show Specials being offered to dealers who visit the Exhibitor's virtual booth during the Virtual NADA Show 2021.

15. CONTEST, SWEEPSTAKES, OR SIMILAR EVENTS

Any Exhibitor at the Expo that is planning to conduct a contest, sweepstakes, give-away, or other similar promotion or event ("Event") from its virtual booth platform:

15.1 (a) accepts responsibility for ensuring that its Event is operated in full compliance with all federal, state, and local law and regulations, including filings or licenses with government laws, rules and regulations; and

15.2 warrants that its Event will not breach or violate any of these NADA Exhibitor Contract Terms & Conditions, and the NADA Code of Conduct, 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 17.1 and 17.2 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 ("Indemnities") 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 Indemnities 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 violates any terms 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 the virtual booth platform), NADA, at its option, may immediately reject, eject, prohibit or cancel Exhibitor's virtual exhibit with no refund provided to Exhibitor .

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 & Conditions or the Code of Conduct. 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.

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 Virtual 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.