

AAPEX

INTELLECTUAL PROPERTY POLICY STATEMENT

“Protecting Your Intellectual Property Rights at AAPEX”

PROTECTING YOUR INTELLECTUAL PROPERTY RIGHTS AT AAPEX

YOUR RIGHTS AT AAPEX

The organizers of AAPEX have a zero-tolerance policy toward intellectual property infringement and will work with exhibitors to resolve legitimate claims of intellectual property infringement. Violating exhibitors face potentially severe consequences, which may include closing an exhibitor's booth and a ban from future AAPEX shows, as well as the loss of seniority privileges.

This Intellectual Property Statement includes a general background of AAPEX and intellectual property issues at AAPEX. This Policy also provides an overview of the IP Review Process, a mechanism by which exhibitors can issue complaints regarding potential infringement with Event Management. As further described below, Event Management and its IP Counsel will be available both before and during AAPEX to receive and investigate complaints of intellectual property infringement. AAPEX welcomes any exhibitor concerned about potential infringement to make use of this exhibitor service.

ABOUT AAPEX

AAPEX is a trade show sponsored and organized by the Motor & Equipment Manufacturers Association/Automotive Aftermarket Suppliers Association and Auto Care Association (collectively, for the purposes of this document, the "Event Management"). Event Management includes representation from AAPEX IP Counsel. AAPEX is open to automotive dealers, retailers, convenience service chains, export management firms, importers, jobbers/wholesalers, mail order firms, rebuilders of engines and parts, mass merchandisers, service/repair specialists and warehouse distributors, as well as advertising/public relation firms, manufacturers' representatives, non-exhibiting manufacturers, press and other automotive related businesses. AAPEX provides a marketplace for these entities and facilitates the exchange of information about new products, services, marketing concepts and techniques.

WHAT ARE INTELLECTUAL PROPERTY RIGHTS (IPRS)?

Intellectual Property Rights (IPRs) play an important role in protecting the intangible assets of a business. IPRs generally address the following rights.

Patent: A patent is a grant of a property right for things and processes of utility or design. Utility patents may be granted to anyone who invents or discovers any new (novel and non-obvious) and useful process, machine, article of manufacture or composition of matter, or any new and useful improvement thereof. Design patents may be granted to anyone who invents a new, original and ornamental design for an article of manufacture. Patent rights are granted to an inventor to exclude others from making, using, offering for sale or selling the invention throughout the United States, or importing the invention into the United States. Patent rights exist for 20 years after the date on which an application is applied for from the U.S. Patent and Trademark Office.

Trademark: A trademark is a word, name, symbol, design or slogan, or combination thereof, which distinguishes the products of one company from products of another company. A trademark must be distinctive and designate the source of products or services from a given owner. A "service mark" is similar to a trademark and generally designates the source of a service rather than a product. Trademark protection is created through the use of the mark in commerce and additional rights are available through registration on a state level or on a federal level with the U.S. Patent and Trademark Office.

Trade Dress: Trade dress is a type of trademark protection that extends to the “look and feel” of a product or its packaging. To obtain this protection, the product packaging must be distinctive, non-functional and have acquired some meaning in the marketplace. This means that customers know that the colors or design indicate that the product or service comes from a particular source. For example, STANLEY® claims rights in the colors yellow and black for its tools. Trade dress protection may also extend to the colors or design elements that are consistently used by a service. For example, HOME DEPOT® may claim trade dress protection in the color orange for its services.

Copyright: Copyright protects an original and creative expression that is fixed in a tangible form. Copyright protection does not require registration, although registration offers additional rights and remedies. Rather, copyright interests are recognized upon creation or development for works of authorship fixed in a tangible medium and showing sufficient creativity. Copyrightable works vary and include, by way of example, designs, software programming, product descriptions, photographs and catalogs. The copyright owner has certain exclusive rights including the right to reproduce, display, perform and create derivative versions of the work. Copyrightable works can be registered with the Copyright Office of the Library of Congress.

Trade Secret: “Trade secrets” are generally defined as confidential proprietary information that provides a business a competitive advantage or actual or potential economic benefit. Trade secrets are protected under the Economic Espionage Act of 1994 (“EEA”) at the federal level, and 47 states have enacted statutes largely patterned upon the Uniform Trade Secrets Act (“UTSA” [collectively, “Statutes”]). Under these Statutes, company information that may be protectable as a trade secret must specifically have three characteristics: (i) the information must fall within the defined “information” eligible for protection; (ii) such information must derive independent economic value from not being generally known or readily ascertainable by appropriate means by others; and (iii) the information must be the subject of reasonable efforts to maintain its secrecy.

DEVELOPING A YEAR-ROUND IPR PROTECTION PROGRAM

Event Management urges all of its AAPEX exhibitors to develop year-round protection and enforcement programs for their IPRs and to utilize the IP Review Process to protect their intellectual property during AAPEX. AAPEX recommends that exhibitors consult with an attorney experienced in the field of preserving and protecting IPRs. Before arriving at AAPEX, please consider the following.

Consider Available Registration for IPRs. Consider available registration for trademarks, copyrights and patentable inventions. Failing to take timely action to register your IPRs could jeopardize their validity or enforceability. Further, evidence of intellectual property ownership, which is best shown with a corresponding registration, may be necessary to enforcing your IPRs at AAPEX.

1. **Maintain Proper Records to Enforce IPRs.** Exhibitors are more likely to enforce their rights and prevail in a dispute over IPRs if they maintain detailed documentation establishing their intellectual property rights and ownership. All AAPEX exhibitors should maintain records relating to their IPRs, including: (1) application and registration documentations; (2) documents related to the adoption, first use and ownership or license of intellectual property, including appropriate assignment or license of right agreement; and (3) any cease and desist or demand letters to those suspected of infringing IPRs.
2. **Conduct Due Diligence.** Event Management will endeavor to maintain a searchable database of its exhibitors. Exhibitors are encouraged to review exhibiting companies in advance of AAPEX in order to resolve IPR disputes involving AAPEX in a timely manner. Exhibitors should also consider actively monitoring their own IPRs and potential misuse thereof by third parties, including participants or other exhibitors at AAPEX, in order to identify potential infringers. Prompt management and enforcement of IPRs is the best way to protect and enforce IPRs.

3. **Use Proper Notices.** Proprietary notices can help announce and confirm ownership of IPRs. Event Management recommends that its exhibitors properly mark their products with trademark and copyright symbols, where appropriate. Similarly, exhibitors may find it useful to mark their products with patent numbers, if practical. IPR notices are helpful in both managing and protecting IPRs.

ENFORCEMENT AT THE AAPEX SHOW

IPRs are critical to the automotive aftermarket industry and are therefore an important part of AAPEX itself. Event Management has developed the IP Review Process to provide exhibitors with an additional avenue to assist with the protection of their respective IPRs while participating in AAPEX.

The following sets forth the procedure for utilizing the IP Review Process to enforce exhibitor IPRs at AAPEX. Please note that Event Management cannot initiate legal actions on behalf of its participants or exhibitors and will otherwise take no role in any legal proceeding (other than to defend Event Management). AAPEX's sole role in intellectual property enforcement is limited strictly to providing assistance in the protection of IPR during and at AAPEX and attempting to resolve any disputes among its exhibitors and enforce the rules, policies and terms that govern the show.

WHAT IS THE IP REVIEW PROCESS?

1. **Scope.** The IP Review Process is available through the AAPEX Show and provides a mechanism for AAPEX exhibitors to lodge complaints about potential infringement of an AAPEX exhibitor's intellectual property by another exhibitor at AAPEX. All exhibitors agree, as a condition of exhibiting at AAPEX, to abide by the terms of the AAPEX Intellectual Property Addendum, a copy of which is included at Attachment A.
2. **Bringing a Complaint.** Complaints should be submitted in writing to the AAPEX IP Office, located in Room 304 of the Venetian Expo, on the AAPEX Complaint Form, attached at Attachment B. Event Management may assist in the completion of the AAPEX Complaint Form where time constraints require less formal action. Complaints must be supported by documentation explaining the ownership of the disputed or applicable rights. Complaints may also be submitted prior to the AAPEX Show, if an AAPEX exhibitor knows of a potential infringement that may occur at the AAPEX Show. In such an instance, the complaining party should send an email to AAPEX Event Management at billjr@aapecxshow.com to initiate the complaint process before the Show.
3. **Initial Review.** Upon receiving a complaint, Event Management will conduct an initial review to determine whether a complaint is adequately documented and on its face, demonstrates a violation of the IP Addendum. If the complaint is the subject of litigation, arbitration or adjudication in any other forum, Event Management reserves the right either to proceed with a resolution or choose not to proceed until the complainant and respondent have resolved the complaint through such alternate legal proceeding. Complaints may be dismissed by Event Management if the complainant is not an AAPEX exhibitor or has otherwise failed to submit adequate information or documentation necessary for Event Management to investigate or resolve the claim. If Event Management determines that the complaint is not adequately supported, the complainant will be advised and no further action will be taken.

When necessary, Event Management may also conduct an investigation into the specific facts or circumstances to whatever extent is necessary in order to clarify, expand or corroborate the information provided by the complainant. This may include review of an exhibitor's display and products, as well as documentation of the evidence through the taking of photographs, as well as contacting other individuals who may have knowledge of the facts and circumstances surrounding the complaint. In addition, the review may take into consideration the following: (a) judicial judgments or governmental findings (worldwide) against exhibitors for counterfeiting and/or trade dress violations; (b) admissions by exhibitors of counterfeiting and/or trade dress violations; and (c) failure of exhibitors to respond to or acknowledge cease and desist letters for counterfeiting and/or trade dress violations.

Preliminary Actions. In circumstances where the evidence presented by the complaining party indicates a violation of the IP Addendum or otherwise may be disruptive to the AAPEX show, Event Management may order the respondent exhibitor to remove products during the pendency of the investigation.

Investigation of Actionable Claims. If Event Management determines that a complaint and its supporting materials show or adequately allege a violation of the IP Addendum, the complaint will be presented to the respondent exhibitor, and Event Management will require the respondent to respond to the accusations set forth in the complaint within four (4) hours. Event Management will establish and disclose to the complainant and respondent, the procedures and timetable for resolving the complaint and will otherwise seek to confirm an exhibitor's right to use the IPRs (or the related products or information) in dispute or at issue at AAPEX.

Sample. If a complaining party demonstrates the appropriate intellectual property rights and a potential violation of the IP Addendum, Event Management shall be permitted to obtain a single sample of the suspected goods from the responding party. The complaining party shall agree to appropriately compensate the responding party for the value of the obtained sample. The decision as to whether such a sample is requested shall be made on a case-by-case basis, depending on the complaint and the support provided.

Determination of Sanction. Upon completion of its investigation, Event Management shall determine, upon a preponderance of the evidence, whether a violation of the IP Addendum has occurred. Event Management will consult with a Review Committee comprised of staff representatives from W.T. Glasgow, Inc., Auto Care Association, AASA and legal counsel, to make all such sanction determinations. If Event Management, in coordination with the Review Committee, determines that a violation has occurred, upon a preponderance of the evidence, then the determination and imposition of a sanction shall be promulgated by written or oral notice to the affected exhibitor, as well as to the individual(s) who submitted the complaint. If Event Management, in coordination with the Review Committee, determines that a violation has not occurred, then the complaint shall be dismissed, with written or oral notice to the affected exhibitor, as well as to the individual who submitted the complaint. All determinations regarding whether a violation has occurred will be based on the evidence available at the time of the determination, and all decisions regarding sanctions will be based on the clarity and severity of the violation, as well as the exhibitor's previous history of violations. The decision of Event Management shall be final.

Potential Sanctions. One or more of the following sanctions may be imposed by Event Management to an exhibitor whom Event Management has determined to have violated the IP Addendum. Potential sanctions include:

1. A written notification to the exhibitor explaining the complaint and imposing a warning and/or reprimand.
2. Imposition of a fine.
3. Removal of items displayed in the exhibitor's booth.
4. Expulsion of the exhibitor from the current AAPEX show, as well as a loss of seniority privileges.
5. A ban from future AAPEX shows, as well as the loss of seniority privileges.
6. Revocation of a company's ability to exhibit at a show.

For each of these sanctions, a written summary of the determination and the sanction, along with the exhibitor's name, may be published, in the sole discretion of Event Management, in a printed or electronic medium that is distributed to the membership of the AAPEX organizers.

REPEAT OFFENDERS

Exhibitors or participants who repeatedly violate the IP Addendum, as determined by Event Management, are subject to increased or additional penalties/sanctions to be determined by Event Management and legal counsel at the time the violation occurs, or after the AAPEX Show. Repeat violators are

participants/exhibitors who have been determined to violate the IP Addendum more than one time. Please note that companies and/or individuals included in this IP Addendum and subject to repeat offender consideration would include (i) any subsidiary, affiliate, division or related entity of a company that was subject to a prior complaint or (ii) companies or related entities offering similar products, services or technologies that are represented by the same owner(s), principal(s), corporate representative(s), officer(s), director(s) and/or management of the company subject to the prior complaint(s).

Exhibitors that are repeat violators of the IP Addendum may have penalties imposed within a range of sanctions, as determined by Event Management. The potential sanction depends upon the claim and the circumstances involved in the claim – such as, the egregious nature of the violation, an exhibitor's willingness to comply, and other factors, such as whether the exhibitor is acting in an unprofessional, belligerent, or disrespectful manner, or otherwise disrupting the course of business. All decisions with respect to the appropriate sanction for repeat offenders shall be made by Event Management and shall be made on a case-by-case basis considering these factors. Similarly, different penalties may apply based on an exhibitors' history or the seniority of the exhibitor.

The range of sanctions for repeat offenses are as follows:

- Immediate removal from the AAPEX Show that the repeat offense occurs;
- Ineligible to participate in the AAPEX Show for one or more years;
- Revocation of a company's ability to exhibit at a Show;
- Loss of seniority; or
- Loss of membership eligibility.

PROHIBITION ON ELIGIBILITY FOR SHOW

In addition to the enforcement at each AAPEX Show, AAPEX Event Management reserves the right to prohibit any company from displaying at AAPEX. The decision may be made for a variety of reasons, including any past violation of this Policy or any proven and recent IP violations in the industry. For example, if a complaining party presents verifiable evidence that a company is selling or offering to sell counterfeit goods in the industry within six months prior to an AAPEX Show, AAPEX Event Management may prohibit the responding party from exhibiting at AAPEX or otherwise revoke the responding party's right to exhibit at AAPEX in order to ensure there is no disruption on any AAPEX Show floor.

Should you have any questions about this Policy, we encourage you to contact AAPEX Event Management at billjr@aapexshow.com.

ATTACHMENT A

TUESDAY – THURSDAY

**EXHIBIT DAYS: NOVEMBER 1 – NOVEMBER 3, 2022
VENETIAN EXPO & CAESARS FORUM | LAS VEGAS, NV USA**

IP ADDENDUM – EXHIBIT REGULATIONS

THIS IP ADDENDUM TO THE **AAPEX EXHIBIT REGULATIONS** (“IP Addendum”) is between the Motor & Equipment Manufacturers Association (MEMA)/ Automotive Aftermarket Suppliers Association (AASA) and Auto Care Association (collectively, “Event Management”), and your company, which intends to exhibit (“Exhibitor”) at AAPEX 2022, to be held at the Venetian Expo & Caesars Forum in Las Vegas, NV. from November 1 – November 3, 2022 (“AAPEX”). Now, therefore, in consideration of the mutual agreements covered by the Exhibit Space Contract and associated Exhibit Regulations (“2022 Agreement”), Event Management and Exhibitor hereby agree to amend the 2022 Contract as follows.

As a condition of exhibiting at AAPEX, exhibitors are required to agree to the following non-negotiable terms and conditions.

1. Any claim or dispute involving AAPEX and concerning ownership or use of intellectual property (IP) by exhibitors at AAPEX will be resolved under the terms of the IP Review Process. As a mandatory requirement, all exhibitors agree to participate in such process as a condition of exhibiting at AAPEX. The Review Process is only available to AAPEX exhibitors. Exhibitors acknowledge and understand that their participation in the Review Process is not guaranteed and that it is subject to the terms and conditions of this IP Addendum.
2. Exhibitors understand and agree that Event Management has the right and authority to investigate and resolve claims of infringement, potential infringement and violations of all rules, policies, terms and conditions of the AAPEX show, including this IP Addendum.
3. The resolution of disputes between exhibitors shall be binding solely for purposes of exhibiting at or participating in AAPEX, and is not legally binding for any other purpose.
4. The resolution of an exhibitor claim through the IP Review Process shall not be raised by the parties for any other purpose or in any legal dispute or proceeding.
5. Each exhibitor represents and warrants to Event Management that such exhibitor owns or validly possesses the right or permission to make, use, perform, sell and display any products, materials, information or services that will be displayed at AAPEX, including, without limitation, any copyrighted works, trademarks, service marks, patented items and trade names that will be displayed or promoted at the exhibitor's booth.
6. Complaints must be accompanied by sufficient written explanation of any claim of right, supporting intellectual property registrations or claims, reference to applicable registration or issuance numbers, and any other information reasonably requested by Event Management to determine whether the complaint is actionable and to resolve intellectual property dispute. Without sufficient information, Event Management will not independently address a complainant's intellectual property dispute and will otherwise take no action in response to a complaint or claim. All factual allegations made by a complaining party to Event Management must be true and accurate to the best of its knowledge and made in good faith.
7. Complaints may be dismissed by Event Management if the complainant is not an exhibitor or has otherwise failed to submit adequate information or documentation necessary for Event Management to investigate or resolve the claim.
8. If Event Management determines that the complaint is not adequately supported, the complainant will be advised and no further action will be taken.
9. If Event Management determines that a complaint and its supporting materials shows or adequately alleges a violation of this IP Addendum, Event Management will present the complaint to the respondent and require the respondent to respond to the accusations set forth in the complaint within four (4) hours. Given the international nature of the AAPEX Show, additional time for a response may be granted by Event Management upon request. Event Management will establish and disclose to the complainant and respondent, the procedures and timetable for resolving the complaint and will otherwise seek to confirm an exhibitor's right to use the IPRs (or the related products or information) in dispute or at issue at AAPEX.
10. Event Management will issue a determination as soon as reasonably possible, but only as it determines and in light of the issues involved.
11. If the complaint is the subject of litigation, arbitration or adjudication in any other forum, Event Management reserves the right either to proceed with a resolution or choose not to proceed until the complainant and respondent have resolved the complaint through such alternate legal proceeding. Resolutions shall be limited to actions at AAPEX, and may include an order to remove or dismantle products, displays, catalogs and other items, pay a fine, or require the shutting down of the exhibitor's booth, as well as a ban from future AAPEX shows and the loss of seniority privileges. Exhibitor understands and agrees that any determination by Event Management to issue any sanctions is not a legal determination that any intellectual property infringement or violation has occurred; instead, sanctions shall be issued: (i) to enforce the intellectual property and other rules and guidelines at AAPEX; (ii) when Event Management believes that the display of any exhibitor content is potentially infringing on another exhibitor's intellectual property or proprietary rights; or (iii) when Event Management believes the display of any exhibitor content is disruptive to AAPEX.
12. Exhibitor understands that AAPEX is not responsible or liable for any claimed or recognized violations of intellectual property or proprietary rights, including any claims for trademark, copyright or patent infringement or any claims of counterfeiting or other violations of proprietary rights.
13. Each exhibitor acknowledges and agrees that its failure (as determined by Event Management in their sole discretion) to abide by the terms of this IP Addendum may result in immediate revocation of its right to participate in AAPEX.

14. Each exhibitor acknowledges that Event Management is relying upon exhibitor's representations and warranties and have no obligation to monitor the uses and displays of any products, materials, information or services and any related intellectual property at AAPEX or to conduct any rights clearance with respect thereto.
15. Each exhibitor covenants not to sue, file or maintain any action in law or in equity against Event Management or W.T. Glasgow, Inc. with respect to the IP Review Process described above (or Event Management's involvement therein or administration thereof) or with respect to any use, distribution or display by any third party of any products, services, materials or information and the associated IPRs at or in connection with any AAPEX exhibit or event.
16. Each exhibitor expressly agrees that, as a part of its consideration for being allowed to participate in AAPEX, it will defend, hold harmless and indemnify Event Management against any and all loss, cost (including reasonable attorney's fees), expenses, liability or damages arising from a third-party claim made against Event Management as a consequence of or resulting from exhibitor's own or directed conduct in connection with any AAPEX exhibitor booth or event or other action or omission at AAPEX.
17. Each exhibitor expressly acknowledges and agrees that the decisions of Event Management with respect to any dispute shall be final and shall not be subject to appeal or challenge and that Event Management shall be released by such exhibitor from any claim related to any such decision-making or any action taken by Event Management with respect to such exhibitor's participation in AAPEX.
18. EXHIBITOR AGREES TO DEFEND, RELEASE, INDEMNIFY AND HOLD HARMLESS AAPEX, AAPEX COUNSEL, THE AUTO CARE ASSOCIATION, THE MOTOR & EQUIPMENT MANUFACTURERS ASSOCIATION/AUTOMOTIVE AFTERMARKET SUPPLIERS ASSOCIATION, AND THEIR AGENTS, CONTRACTORS, AND SERVICE PROVIDERS, (COLLECTIVELY, THE "RELEASED PARTIES") FOR ANY CLAIMS, DEMANDS OR LIABILITIES RELATED TO: (i) A CLAIM OR DETERMINATION THAT A VIOLATION HAS OCCURRED; (ii) A CLAIM OR DETERMINATION THAT ANY EXHIBITOR CONTENT IS INFRINGING, POTENTIALLY INFRINGING, OR OTHERWISE DISRUPTIVE TO THE AAPEX SHOW; OR (iii) ANY OTHER CLAIM OR DETERMINATION ISSUED BY AAPEX, IP COUNSEL, AAPEX AGENTS OR CONTRACTORS, RELATED TO ACTIVITY AT THE AAPEX SHOW. TO BE CLEAR, SUCH RELEASE OF LIABILITY WILL INCLUDE ANY CLAIMS OF TRADE LIBEL, DEFAMATION, UNFAIR COMPETITION OR NEGLIGENCE RELATED TO ANY DETERMINATION MADE AT THE AAPEX SHOW BY THE RELEASED PARTIES.

Please indicate your acceptance of these understandings, covenants and terms and conditions for participation in AAPEX by signing a copy of this IP Addendum as provided below. Event Management looks forward to working together with all of its exhibitors for a great AAPEX show.

AGREED: _____

EXHIBITOR: _____

ATTACHMENT B

INTELLECTUAL PROPERTY COMPLAINT FORM

1. **Please print in ink or type the following information.** PLEASE NOTE THAT IF YOUR COMPLAINT IS ACCEPTED, YOUR NAME AND THE CONTENTS OF THIS COMPLAINT FORM WILL BE DISCLOSED TO THE SUBJECT RESPONDENT EXHIBITOR.

A. Exhibitor Information

Name (Your Name): _____

Booth Number: _____

Address: _____

Phone Number: (Day) _____ (Evening) _____

Email Address: _____

B. Information regarding the Respondent Exhibitor against whom the complaint is filed. The entity must be an AAPEX Exhibitor.

Entity: _____

Booth Number: _____

Signature of Complainant Exhibitor:

Printed Name:

Date:
