

AAPEX 2024 EXHIBIT REGULATIONS

TUESDAY – THURSDAY

EXHIBIT DAYS: NOVEMBER 5 – NOVEMBER 7, 2024

VENETIAN EXPO & CAESARS FORUM | LAS VEGAS, NV

1. EVENT OBJECTIVE

AAPEX or the “Event” is a trade event owned by the Auto Care Association and MEMA, The Vehicle Suppliers Association, providing a marketplace for existing tools, replacement parts, equipment, supplies, chemicals, accessories, and automotive related products associated with the aftermarket and for facilitation of the appropriate exchange of information about new products, marketing concepts and techniques. The Event is open to “Exhibitors,” including, but not limited to, car dealers, retailers, convenience service chains, export management firms, importers, jobber/wholesalers, mail order firms, rebuilders of engines and parts, mass merchandisers, service/repair specialists and warehouse distributors, as well as advertising/public relations, manufacturers’ reps and others associated with the automotive parts and service industry, all as accepted by Event Management. Others attending the Event include non-exhibiting manufacturers, press, members of the public and other automotive related firms.

2. DEFINITIONS

The Event is owned by the Auto Care Association and MEMA, The Vehicle Suppliers Association. William T. Glasgow, Inc. manages the Event. Auto Care Association, MEMA, The Vehicle Suppliers Association and William T. Glasgow, Inc. are hereinafter referred to collectively as “Event Management” or as the context requires or permits “AAPEX.” The exhibit hall, parking lots, air space and grounds of the Venetian Expo/Venetian Ballroom, Venetian Hall D, Venetian Hotel, and Caesars Forum are hereinafter referred to as the “Exhibit Areas.”

Auto Care Association, MEMA, The Vehicle Suppliers Association, William T. Glasgow, Inc., Pioneer OpCo, LLC, Expo and Convention Center, LLC, Venetian Las Vegas Gaming, LLC, Grand Canal Shops II, LLC, The Shoppes at the Palazzo, LLC, and Phase II Mall Subsidiary, LLC, Freeman Expositions, LLC, Caesars Forum, and each of their parent, subsidiaries, affiliates, and their officers, members, directors, agents, employees and/or servants are collectively, the “Indemnified Parties”.

The Application and Contract for Exhibit Space (the “Application”), these Exhibit Regulations, the Online

Exhibitor Services Guide (including but not limited to the IP Addendum) and exhibitor consent to receive communications (either via email, mail, or fax) sent by or on behalf of Event Management, Event contractors and service providers and any other regulations adopted by Event Management, are collectively referred to as the “Agreement,” a binding contractual agreement between AAPEX and Exhibitors.

3. LOCATIONS AND DATES

A. **Site:** AAPEX 2024 is located at:

- Venetian Expo
201 E. Sands Ave.,
Las Vegas, Nevada 89109
- Caesars Forum
3911 Koval Lane,
Las Vegas, Nevada 89109

B. **Setup:**

- Venetian Expo
- Halls B, C & G: Thursday, October 31 – Monday, November 4
 - Hall A: Friday, November 1 – Monday, November 4
 - Hall D & Venetian Ballroom: Saturday, November 2 – Monday, November 4
- Caesars Forum
- Friday, November 1 – Monday, November 4

C. **Exhibit Hours:** Tuesday, November 5 – Thursday, November 7:

- 9:00 am – 5:00 pm

D. **Tear-Down:**

- Venetian Expo
- Hall D & Venetian Ballroom: Thursday, November 7 – Friday, November 8
 - Halls A, B, C & G: Thursday, November 7 – Saturday, November 9
- Caesars Forum- Thursday, November 7- Saturday, November 9

NOTE: All freight for Venetian Expo, Hall D & Venetian Ballroom must be removed by 12:00 PM, Friday, November 8. All freight for Venetian Expo, Halls A, B, C and G must be removed by 12:00 PM, Saturday, November 9.

All freight for Caesars Forum must be removed by 12:00 PM, Saturday, November 9.

Early Tear Down. Exhibitors shall not tear down prior to 5:00 PM, Thursday, November 7. It is understood that premature tear down detracts from the overall merit of the Event. Exhibitors found to be dismantling their booth prior to 5:00 PM on Thursday, November 7 will be fined \$1,000.00, lose seniority for that year, and will not be permitted to exhibit at the AAPEX 2025 Show.

4. APPLICATION AND FEES

A. Exhibit Space Application and Contract.

Submission of the Application and/or payment for exhibit space does not guarantee that exhibit space will be assigned or made available. Please note the following:

- While every reasonable effort will be made, Event Management cannot guarantee that all requests for exhibition space will be met.
- **Event Management cannot guarantee the same location as the previous year.**
- **There is no rule limiting your competitors' presence.** It is possible that competitors may be assigned exhibit space next to or near each other.
- The booth size, section and configuration indicated on the Application will be used for the Space Drawing and cannot be changed.
- The minimum booth space is 10 ft. x 10 ft. (100 square feet).
- Exhibitors may not select two (2) different sized peninsula booths and combine them.
- Exhibitors may only select one size peninsula or island configuration.
- Exhibitors may not combine two (2) corner 10 ft. x 10 ft. linear/standard booths. In order to take two (2) corner booths, four (4) 10 ft. x 10 ft. booths must be taken.

B. Approval. The Agreement is not binding until Event Management provides a confirmation of booth space and booth number. At that time, the Agreement becomes a legally binding agreement between the Exhibitor and Event Management, and Exhibitor agrees to comply with all rules and regulations, including any adopted subsequent to the date of the Agreement. Event Management reserves the right to reject Applications or terminate this Agreement with or without cause, and in its own discretion based on its reasonable judgement regarding the best interests of the Event.

C. Specialty Sections. Exhibitors that request the following specialty sections must meet the criteria as set forth below. Approval to exhibit in these sections will be at the sole discretion of Event Management.

Exhibitors that do not receive Event Management approval will be advised of such and moved to the General Section:

ATRA Powertrain Expo at AAPEX: Must be a manufacturer, remanufacturer and/or distributor of automatic and manual transmissions, transfer cases, parts and related components.

AWDA/Aftermarket Warehouse Distributors Association: Must be a supplier that provides equipment, expertise or services specific to the operation of warehouses or distribution centers and an AWDA segment member of Auto Care Association.

Diagnostics/Telematics Section: Must be a supplier of products or services specific for preventative maintenance, roadside assistance or remote fleet management that determines vehicle problems, root causes of failure, provides corrective actions and reduces running costs.

E-Commerce: Must be a provider of products and services that are either primarily or solely sold online.

Electric Vehicle: Must be a supplier that demonstrates the latest in alternative fuel/electric vehicles that help improve energy efficiency/independence and encourages the use of cleaner transportation.

Import Vehicle Community: Must be a supplier of parts for import nameplate vehicles and a current member of the Import Vehicle Community segment of the Auto Care Association.

Mobile Heat Transfer, Heating, Air Conditioning and Diesel Emissions: Must be a supplier that provides equipment, expertise or services for the heat transfer, mobile air conditioning or diesel exhaust after treatment segments of the transportation industry.

Paint & Body: Must be a supplier of equipment, products or expertise in paint and body.

Remanufacturing: Must be a remanufacturing company, or a core supplier to the remanufacturing industry, and a member of Auto Care Association or MEMA, The Vehicle Suppliers Association.

Tire Servicing Section: Must be a supplier that provides products, such as alignment, balancing

or mounting equipment, compressors, lifts, jacks, ramps, tires, tire cleaners, display units, repair & service accessories etc., specific to the operation of a tire repair and/or service shop.

Tool & Equipment: Must be a supplier of tools - both hand and power - and/or diagnostic equipment. Companies must also be a member of the Auto Care Association or MEMA, The Vehicle Suppliers Association.

D. **Fees.** Exhibit space rental fee is \$32.00 per square foot for members of either the Auto Care Association (minimum Level 2 or higher), MEMA, The Vehicle Suppliers Association or NARSA or \$55.00 per square foot for non-members. Island booths will be subject to an additional \$5,300 corner charge. Please note that an island configuration cannot be guaranteed. Peninsula booths will be subject to an additional \$2,500.00 corner charge. Linear/standard booths assigned on a corner will be subject to an additional corner charge of \$500.00. Please note that corner booths cannot be guaranteed, and corner charges will be applied to invoices after booths are assigned. The deadline to submit the Application to be included in the Space Drawing is March 7, 2024. Final payment on booth space must be remitted by June 7, 2024.

E. **Member Rates.** To qualify for the member rate, the Exhibitor must be a manufacturer or distributor member of the Auto Care Association (minimum Level 2 or higher), MEMA, The Vehicle Suppliers Association, ATRA, or NARSA in good standing from the time of contract submission through the conclusion of the Event. Please contact the relevant association directly for membership information. **NOTE:** To qualify for member rate solely as an ATRA member, Exhibitors can only exhibit in the ATRA Powertrain Expo at AAPEX. To qualify for member rate as solely a NARSA member, Exhibitors can only exhibit in the Mobile Heat Transfer, Heating, Air Conditioning and Diesel Emissions Section.

In order to qualify for the member rate on booth space, the company listed on the Application must join one of the sponsoring organizations by October 1, 2024. All pavilions must have each of the participating Exhibitors join to qualify for the member rate. For the booth space selection, Exhibitors must join by April 1, 2024, to qualify as a member. Members select their booth space before non-members in seniority order.

If the Exhibitor listed on the Application is a member of either the Auto Care Association, MEMA, The

Vehicle Suppliers Association, or NARSA, the Exhibitor will receive the member rate for their exhibit space. If the Exhibitor listed on the Application has any other Exhibitors exhibiting within their assigned booth space that are not members of one of the associations, only the primary Exhibitor will receive the member rate for the space it occupies, and the other exhibit space will be billed at the non-member rate.

F. **Payment.** Exhibitor shall submit, with the Application and Space Contract, at least 50% of the total exhibit space cost as deposit to confirm reservation of space. The remaining unpaid balance must be paid in full and received by Event Management by June 7, 2024. Checks must be made payable to AAPEX and mailed to 10070 W. 190th Place, Mokena, IL 60448. **PAYMENT IN U.S. FUNDS ONLY!**

G. **Pavilions.** The following payment schedule will apply to pavilion leaders:

- A 25% deposit is due at the time the Application is submitted.
- 25% of the total booth space cost will be due April 22, 2024.
- The remaining 50% balance must be paid in full by June 7, 2024.

Failure to adhere to the payment schedule as listed above will result in booth space being cancelled with no refund of any payments previously made.

In order for a pavilion to receive the member rate on booth space, all Exhibitors participating within said pavilion must become members of one of the sponsoring associations. Membership payments must be remitted to the respective association by May 31, 2024.

H. **Cancellations and Refunds.** Cancellation of all or a portion of any exhibit space must be in writing. Event Management shall retain \$350 as an administrative fee for

any cancellation of exhibit space prior to May 1, 2024. After May 1, 2024, the following refund schedule will apply to all exhibitors, unless individual waivers are approved in writing by Event Management, in its sole and absolute discretion:

- May 1, 2024, to June 7, 2024, Event Management shall **return** 100% of all monies paid for rental cost for each 10'x10' booth space cancelled, less the \$350 administrative fee for cancellation.
- After June 7, 2024, Event Management shall **retain** 100% of payments made by Exhibitor for each 10'x10' booth space cancelled as liquidated damages. If an Exhibitor has completed its

Application, paid any portion of the rental cost, but has not received a booth number confirmation, the Exhibitor is entitled to a reimbursement of 100% of payments for each 10'x10' booth space, less the \$350 administrative fee for cancellation.

In addition, if an Exhibitor cancels their booth space after June 7, 2024, and there is a balance due on the booth space, the Exhibitor is obligated to pay the full amount due. Exhibitors who fail to pay will be prohibited from exhibiting at future AAPEX Shows until all applicable payments are received.

- If, after June 7, 2024, the Event is cancelled due to circumstances beyond the control of Event Management, and unless Show Management consents in writing (in its sole and absolute discretion) to a different application of payments, Exhibitor shall be entitled to a refund of 50% of payments made by Exhibitor for each confirmed 10'x10' booth space with the remaining 50% at Event Management's discretion, to be retained by Event Management and fully applied to Exhibitor's exhibition space for the 2025 Event.

To be listed on the AAPEX Directional/Location Map, Exhibitors must be assigned a booth number by August 23, 2024. As indicated above, unless the Event is cancelled by Event Management as described above, there shall be no refunds for space cancelled after June 7, 2024.

Refunds and liquidated damages are based on full exhibit space rental cost and not the deposit. Exhibitors cancelling a portion of the contracted space may not apply deposits for cancelled portion to the remaining contracted space. Event Management shall not pay interest on any amount refunded.

5. ELIGIBILITY

- A. Event Management reserves the right to determine eligibility of all Exhibitors for participation in the Event, prior to or after execution of the Agreement.
- B. **Criteria.** To exhibit in the Event, Exhibitor must meet one of the following criteria:
 - A manufacturer shall be a company that offers a product or products for sale to the trade without regard to whether or not said company is an assembler, packager, exclusive importer, etc., so long as such product or products are exclusively proprietary. For the purposes of these requirements, while an importer may technically be called a distributor, the exclusivity shall qualify that importer as an Exhibitor manufacturer by reason of such exclusivity.
 - Non-domestic manufacturers may participate in

their government or trade organization block.

- Manufacturer representative firms are not allowed to be an Exhibitor. A manufacturer's representative firm may work in an exhibit for an Exhibitor. The Exhibitor that the manufacturer representative firm is representing must have its company name on the Application and on any other promotional pieces. The manufacturer representative firm may not list its name on the Application and may only list its company name on the Exhibitor booth space drawing under the authorization section.
- Billing of non-domestic or trade organization exhibit space will be based upon the membership status of the individual companies occupying space within the block rather than that of the government or trade organization. Names and addresses of all firms' assigned space within the block must be furnished to the Event offices at least 60 days prior to the opening of the Event.
- **Service Organization.** In considering the eligibility of an applicant in this category, Event Management shall deny an Application to a company or enterprise which is a multi-line distributor. The exception to this requirement shall be for such multi-line distributors that have such exclusivity, as on one or more lines, which would qualify under the provisions of Subparagraph 1.

Exhibitor shall not assign, sublet, share or apportion the whole or any part of the space allotted, or have representatives, products, equipment, signs or printed materials from other than its own firm in the said exhibit. Event Management will inspect the exhibit floor onsite to ensure that the Exhibitor assigned to the designated space is occupying such space. Any Exhibitors found onsite to be sharing booths with and/or subletting to other companies will be subject to sanctions, including, but not limited to, the cancellation of the Agreement and forfeiture of any monies paid on account thereof, and/or prohibition from future AAPEX shows. Any companies exhibiting in booth space for which they are not registered will face sanctions from Event Management, including, but not limited to, removal from show floor, confiscation of show badges and prohibition from future AAPEX shows.

- C. **Products Displayed.** Products to be displayed must be automotive parts, accessories, equipment or other industry related products or services. No Exhibitor shall display any product or display or distribute advertisements for a product which is considered by Event Management to infringe on another Exhibitor's U.S. IP rights (patent, trademark, trade dress or

copyright). **NOTE:** An Exhibitor may not use or reference a competitor's product in a demonstration for any type of comparisons.

AAPEX IP Addendum can be found in the Online Exhibitor Services Guide.

Exhibitor agrees to advertise or display only those products that (1) are listed by the Exhibitor in a proper category and sub category on the AAPEX website (www.aapexshow.com) in the Exhibitor/Product Category Search tab no later than October 1, 2024, and (2) are intended for sale and generally used in a manner that conforms to State, Federal or other applicable laws or regulations.

Event Management, in its sole judgment, will determine the appropriateness of products exhibited, and reserves the right to prohibit display or advertisement of products which are in violation of this paragraph or do not meet the Event objectives or conform to the Agreement.

- D. Counterfeiting and Intellectual Property:** An Exhibitor may not display (I) any counterfeit products, (II) another manufacturer's products which have been purchased or lifted from a distributor or another manufacturer, (III) any products which are deemed by Event Management in its sole discretion to be deceptively or illegally marketed, or (IV) any products, content or display items that infringe or potentially infringe upon the IP rights of another Exhibitor. Decisions as to whether a violation of this provision has occurred are at the sole discretion of Event Management. Refer to the IP Addendum, which is binding and enforceable as part of the Agreement. Exhibitors that display products on the exhibit floor or offer products in its catalogues or other media displayed or accessible at AAPEX that are considered by Event Management, in its sole judgment, to infringe on another Exhibitor's U.S. IP rights (patent, trademark, trade dress or copyright) will face sanctions by Event Management. Sanctions are up to Event Management, and may include closing the booth, together with a ban from the Event and loss of seniority privileges and other sanctions as deemed appropriate by Event Management. Event Management urges all Exhibitors that file complaints about IP and/or counterfeiting violations at AAPEX to honor a two-week embargo on issuing press releases relating to the complaint(s). Exhibitors that choose to issue a press release take full responsibility for the accuracy of all statements and information contained in the press release.

AAPEX is confident that all Exhibitors seek to

maintain the highest standards of compliance with American law and industry standards. For any questions concerning AAPEX rules, regulations and compliance procedures on this, or any other matter prior to the Event, please contact William T. Glasgow, Inc. at 708-226-1300. During the Event, please direct any problems concerning possible IP violations to the Intellectual Property Office, located in the Council Boardroom at Caesars Forum.

AAPEX IP Addendum can be found in the Online Exhibitor Services Guide.

- E. Non-compliant Product.** No Exhibitor may show or display any products, or another manufacturer's products which have been identified by the Department of Transportation, National Highway Traffic Safety Administration (NHTSA) to Event Management as failing to comply with the applicable Federal Motor Vehicle Safety Standards (FMVSS). Detailed information regarding these standards can be found on the AAPEX website. Exhibitors that display products on the exhibit floor or offer products in their catalogues displayed at AAPEX that (1) due to prior NHTSA testing or (2) in cases where it is readily apparent to NHTSA that a product does not meet FMVSS, are subject to sanctions by Event Management. Sanctions are up to Event Management, and may include removal of the subject product, closing the booth, together with a ban from the Event and loss of seniority privileges and other sanctions as deemed appropriate by Event Management. For any questions concerning compliance with FMVSS, please contact the Office of Vehicle Safety Compliance, NHTSA at OVSCPublic@dot.gov. For questions concerning AAPEX

rules, regulations and compliance procedures prior to the Event, please contact William T. Glasgow, Inc., AAPEX Event Management at 708-226-1300. During the Event, please direct any problems concerning possible violations of FMVSS to the Intellectual Property Room, located in the Council Boardroom of Caesars Forum.

AAPEX IP Addendum can be found in the Online Exhibitor Services Guide.

No Exhibitor may show or display any products, or another manufacturer's products in violation of any facially valid state, federal or international order of a judicial or regulatory body. Failure to comply with this prohibition may result in sanctions in Event Management's discretion. Sanctions may include removal of the subject product, closing the booth, together with a ban from the Event and

loss of seniority privileges and other sanctions as deemed appropriate by Event Management.

- F. **Event Seniority Rules.** Any authorized assignments are subject to the Event Seniority Rules implemented by Event Management.
- G. **Pavilions:** Seniority points for pavilions are provided to the pavilion organizer only and cannot be used for and/or transferred to individual Exhibitors. High seniority status of the pavilion organizer does not increase the seniority status of individual Exhibitors. Furthermore, Exhibitors that participate as part of a pavilion, but exhibit outside of the assigned pavilion organizer's space, do not receive the same seniority as the pavilion organizer, but any seniority credit will be based only that Exhibitor's years of exhibiting at AAPEX. Any pavilions tearing down early will lose exhibition space for future years.

Companies that previously exhibited as part of a pavilion from China must continue to exhibit with a pavilion in Caesars Forum only and may not exhibit independently. Any company from China that exhibited independently in the Venetian Expo is not guaranteed to be assigned in the Venetian Expo, and it is possible they may be assigned in Caesars Forum.

All pavilion groups from China must exhibit in Caesars Forum, regardless of seniority.

Exhibitors may earn one seniority point for each year that it exhibits in AAPEX.

Transfer of seniority points may occur with the sale of an exhibiting company to a non-exhibiting company, provided the exhibiting company participated in at least one of the two most recently completed events. Sale of an Exhibitor to any other Exhibitor is the only action which can increase seniority points other than continued participation in AAPEX. If an exhibiting company is sold to another exhibiting company, and the two companies continue to exhibit independently, then each retains its separate seniority points. If at any future time the two companies are combined into one, the surviving company retains the higher of the two seniority point amounts, but not a combination of the two, provided the acquired company participated in at least one of the two most recently completed events.

- H. **Forfeiture.** Seniority points are forfeited as follows:
 - Failure to exhibit at the AAPEX Show.
 - Discontinuing operations of the company.
 - Sale of the company, and the acquired company does not exhibit under the name of the acquiring

company or the acquired company.

- The acquiring company sells or discontinues operations of the acquired company.
- The sale of a product, product line or name does not constitute the sale of a company. If the sale causes the exhibiting company to discontinue operations all points are forfeited.

I. **Exhibitors can lose all or a portion of their seniority points as the result of exhibit infractions listed below:**

- Any action that is in violation of the Agreement. Forfeiture of seniority points does not alter the Exhibitor's obligation to correct any violation when notified by Event Management.
- Sub-leasing of exhibit space.
- In the event that the Exhibitor is determined to have violated the terms of the AAPEX IP Addendum two times in a five (5) year period.
- Any behavior of poor character which Event Management considers objectionable to the Event's well-being or anything detrimental to the image of the Event or Event Management.
- Use or attempted use of seniority points to acquire exhibit space for an Exhibitor other than the Exhibitor possessing the points. Forfeited seniority points are not redeemable. Event Management is the final authority on all questions regarding this policy.
- Any manufacturer that fails to exhibit in two consecutive years loses all seniority.
- Companies that qualify to exhibit, but are not current Exhibitors, yet wish to attend AAPEX, are considered and can only register as a non-exhibiting manufacturer (NEM) (see Section 8, Paragraph 3). NEMs are prohibited from approaching buyers (for the purpose of selling or demonstrating their products or services) in the exhibit areas or in any hotel or venue in Las Vegas. NEMs are prohibited from holding meetings, functions or renting meeting rooms/hospitality suites. Any company found to be in violation of the above will be removed from the Event, lose all of their seniority and is subject to all other sanctions set forth in the Agreement with respect to the prohibited activity.

6. EXHIBIT SPACE PROVISIONS

- A. **Equipment, Furniture, Carpet.** Standard equipment provided by Event Management for all linear 10' deep exhibit space rental includes 8' high drapery backdrop, 3' high drapery side dividers to delineate exhibit spaces, and a 7" x 44" identification sign. For peninsula exhibits, standard equipment provided is 8' high, 10' wide drapery backdrop, set back 5' from

- each aisle. **No drapery is provided to island exhibits. All exhibits must be carpeted with complying carpet provided at the Exhibitor's expense with Event Management having no responsibility for any carpeting.**
- B. Standard Booth Equipment** All booths will be equipped with an 8' high draped backdrop, with 33" draped side rails. The 8' high draped backdrop will be gray on each side and white will be centered. The 33" draped side rails will be gray. Aisle carpet will be tuxedo.
- C. Aisle Carpet/Drape Color.**
- Paint and Body & Tool and Equipment Sections - The aisle carpet color is blue. The drape colors will be blue and white.
 - E-Commerce and Import Vehicle Community Sections- The aisle carpet is Venetian Ballroom carpet. The drape colors will be blue and white.
 - Electric Vehicle and Remanufacturing Sections - The aisle carpet color is green. The drape colors will be green and white.
 - AWDA, Diagnostics/Telematics, Mobile Heat Transfer, Heating, Air Conditioning and Diesel Emissions Sections – The aisle carpet color is blue. The drape colors will be blue and white.
 - ATRA Powertrain Expo at AAPEX & Tire Servicing Sections – The aisle carpet color is midnight blue. The drape colors will be blue and white.
- D. Dimensions.** Width of exhibit space shown on the official floor plan is measured from the center of side rails and depth is the overall measurement from the face of the front post to the back of the rear post. Exhibit structures must be constructed to allow sufficient tolerance on all sides for drapery side rails and backdrop (at least 3 inches), and to allow ample room at the back of the booth for access to electrical wiring, (at least 9 inches, i.e., a 10' x 20' space has 9'3" x 19'6" useable space).
- E. Linear Exhibits.** All standard linear exhibits are confined to a maximum height of 8'3" unless on a perimeter wall. For 10' and 20' wide exhibits, any sign or display between 4' and 8' in height must be set back at least 5' from the aisle. For exhibits 10' x 30' or larger, any sign or display between 4' and 8' in height must either: a) be set back at least 5' from the aisle or b) be located at least 10' from any neighboring exhibit. Any type of flags, banners or structures must not exceed the maximum height of 8'/2.44m. Canopies or any part of the booth having any type of flags, banners or structure overhang in the aisles are not permitted.
- F. Cross Aisle Displays.** Cross aisle displays pertaining to standard inline or peninsula booths are not permitted, unless the Exhibitor takes 2 full island booths exceeding 2,000 sq. ft. per island.
- G. Peninsula Exhibits.** Peninsula exhibits (minimum 20' x 20' block of exhibit space with aisles on three sides) are permitted a maximum height of 20' on Level 2. Peninsula exhibits on Level 1 are permitted to the height of 12'. The back wall may be built to a height of 12'/20' or applicable but must drop down to a height level of 4', and must remain at 4' height level, 5' in from both side aisles. Any sign or display between 4' and 18' in height must either: a) be set back at least 5' from the aisle or b) be located at least 10' from any neighboring exhibit.
- H. Island Exhibits.** Island exhibits (minimum 20' x 20' block of exhibit space, with aisles on all four sides) are permitted a maximum height of 20' on Level 2. Island exhibits on Level 1 are permitted to the height of 12'. Because an island exhibit is automatically separated the width of an aisle from all neighboring exhibits, full use of the floor space is permitted, without any other restrictions.
- I. Please check the floor plan for columns and expansion joints.** There are expansion joints located throughout the exhibit hall. Contact Event Management for location. This could add an expense to the Exhibitor's booth display. Neither AAPEX, the Auto Care Association, MEMA, The Vehicle Suppliers Association, William T. Glasgow Inc., Venetian Expo, Venetian Hotel, Caesars Forum, nor FREEMAN are responsible for any additional costs to the Exhibitor or Exhibitor Appointed Contractor (EAC) due to column or expansion joint adjustments.
- J. Structural Integrity.** All multi-story exhibits, regardless of whether people will occupy the upper area or not; exhibits with hanging signs and all exhibit fixtures and components exceeding 14' are required to have drawings available on site for inspection by Event Management, the installation and dismantling contractor and governmental authorities. Only peninsula and island exhibits can exceed 14' in height (12' on Level 1). These should be available from the time the erection of the exhibit is commenced, until it is dismantled. Drawings must include a signature or stamp of a reviewing structural engineer, indicating that the structure design is properly engineered for its proposed use. A signature is required of an authorized official of the exhibit building company indicating that the structure is built in compliance with the details and specifications set forth on the drawings. Signs must also be posted indicating the

maximum number of people the structure will accommodate. Exhibitors are cautioned when installing a display with a ceiling or second level to check with the local fire department to ensure that the display meets with necessary fire safety precautions including smoke alarms, fire extinguishers, sprinkler systems, etc. Without limiting any other provision of these Regulations, Exhibitor hereby agrees to indemnify, defend and hold harmless the Indemnified Parties as set forth in Section 19.

NOTE: Exhibitor Appointed Contractors (EAC's), Booth Builders and General Contractors must submit their Architect Package (i.e. structure, electrical, plumbing etc.) to the Clark County Department of Building & Fire Prevention in order to obtain permits for double decker booths or those booths over 7,500 square feet. The Architect Package must include a signature or stamp of a reviewing structural engineer confirming that the double decker booth has been properly engineered, as well as a signature of an authorized official of the exhibit building company indicating that the structure is built in compliance with the details and specifications set forth on the drawings. For questions, or to schedule an inspection, contact the Clark County Department of Building & Fire Prevention at 702-455-8040 or email inspchedule@ClarkCountyNV.gov. **COPIES OF ALL REQUIRED APPROVALS MUST BE PROVIDED TO EVENT MANAGEMENT PRIOR TO ANY CONSTRUCTION AT THE RELEVANT EXHIBITION SPACE.**

In addition, temporary buildings or structures, such as reviewing stands, grandstands, sheds or other miscellaneous structures, shall not require a permit, construction document approval or building permit issuance provided such structures are not erected or used for longer than six (6) months and meet all of the following criteria: 1) single story, 2) total occupant load of 1,000 persons or less and 3) covering a maximum area of 7,500 square feet.

- K. **Hanging Signs.** Hanging identification signs and graphics will be permitted to a maximum height of 24' (7.3m), provided written approval is received from Event Management at least 60 days prior to the Event. Hanging signs are only permitted within a peninsula or island exhibit. **Hanging signs are not permitted on Level 1.**
- L. **Installation Exclusions.** All exhibits must be free standing. No bolts, screws, hooks, or nails shall be driven into or otherwise attached to the walls or floor of the exhibit areas. No part of the display may be attached to or otherwise secured to the drapery

backdrop or side dividers. In addition, no decals or other adhesive materials shall be applied or affixed to the walls, pillars or floor of the exhibit areas. Exhibitor shall not post any sign of any description except within the confines of the exhibit space assigned.

- M. **Unfinished Areas.** All open or unfinished sides of the exhibit space which in Event Management's judgement, may appear unsightly must be covered or Event Management will have them covered at the Exhibitor's sole expense. Any portion of the exhibit bordering another Exhibitor's space must have the backside of that portion finished and not carry any identification signs or other copy that would detract from the, adjoining exhibit. All booths must be carpeted at the Exhibitor's expense.
- N. **Display Vehicles.** Fuel in the tank shall not exceed ¼ of the tank capacity or 5 gallons, whichever is less. Batteries must be disconnected. Auxiliary batteries not connected to engine starting system may be left connected. No leaks underneath vehicles. At least 36" clear access or aisles must be maintained around the vehicle. Vehicles must be a minimum 20' from exit of door or exit pathway. External chargers are recommended for demonstration purposes. Any Exhibitor that intends to display a vehicle within the confines of its booth must obtain a vehicle display permit from the Clark County Fire Marshal. The application for this permit can be found in the Online Exhibitor Services Guide. Failure to notify Event Management and/or apply for the permit no later than three (3) weeks prior to move-in could result in higher permit fees or non-admission of the item/service to the exhibit floor.
- O. **Display Rules.** Display Rules and Regulations are included as a part of this Agreement and are provided to and binding on all Exhibitors as set forth in the Online Exhibitor Services Guide.
- P. **Online Exhibitor Services Guide.** Activities, programs, furniture, equipment, and Event services are fully explained in the Online Exhibitor Services Guide provided to all Exhibitors by Event Management. The regulations included in the Online Exhibitor Services Guide are a part of this Agreement.

7. EXHIBIT SPACE ASSIGNMENT

- A. **Method.** The method of determining space assignments shall be established by Event Management and may be changed from time to time without notice to Exhibitors in order to accommodate what Event Management perceives as the best interest of the Event.

- B. **Floor Plan.** Space assignments shall be as indicated on the Application. However, should conditions or situations warrant, Event Management reserves the right to rearrange Exhibitors or adjust the floor plan to accommodate the best interest of the Event. The floor plan maintained by Event Management shall be the official floor plan. Changes may occur at any time to accommodate Event needs.
- C. **Subletting Space.** Exhibitor shall not assign, sublet, share or apportion the whole or any part of the space allotted, or have representatives, products, equipment, signs or printed materials from other than its own firm in the said exhibit space without the prior written consent of Event Management. Any Exhibitor that is found to be subletting its booth space will be subject to sanctions, including, but not limited to, the cancellation of the Agreement to and the right to occupy exhibit space and forfeiture of any monies paid on account thereof, and/or a prohibition from exhibiting at future AAPEX shows.
- D. **Assignment/Transfer.** The Agreement is non-assignable by Exhibitor except where assignment is in connection with sale or other transfer of the assignor's trade or business to the assignee, but such an assignee shall display only products or services manufactured or marketed by the assignor. In the event of such an assignment, Exhibitor must provide written notification to Event Management.

Any authorized assignments are subject to the Space Assignment Procedure implemented by Event Management.

8. ADMISSION REGULATIONS

- A. **Badges.** Admission to the Event is by official AAPEX badge; one badge admits participants to both AAPEX and the SEMA Show. (Special badges are distributed for set-up and tear-down). Badges must be worn at all times, including setup and tear-down, with participant name and affiliation (if any) clearly visible. Badges are the property of Event Management and are non-transferrable. Event Management shall have the right to inspect badges at any time for any reason. Any Exhibitor found to be selling badges in any capacity will be prohibited from exhibiting at future AAPEX shows.
- B. **Exhibit Booth Personnel.** All booths must be staffed during exhibit hours. Exhibitors with booths that are not staffed during exhibit hours could be subject to loss of seniority points, loss of credentials for future

shows and loss of other privileges as determined by Event Management.

- C. **Children.** Children under 16 years of age will not be allowed anywhere in the exhibit areas, at any time.
- D. **Pre-Event Hours Entry.** Exhibitors, media and manufacturers' representative personnel are allowed to enter the exhibit hall at 7:00 a.m. each exhibit day. Any Exhibitor requiring earlier entry must obtain advance written permission from Event Management.
- E. **Exiting the Hall.** Exhibitors, media and manufacturers' representative personnel must exit the hall at posted times during set-up and tear-down, and at 5:30 p.m. on Tuesday, November 5 and Wednesday, November 6.
- F. **Non-Exhibiting Companies (NEMs).** The registration fee for NEMs is \$200 per person, with a limit of two (2) registrants per NEM for no more than two (2) years. Companies that have previously attended two (2) AAPEX shows as a NEM may not attend AAPEX except as an Exhibitor.

NEMs are prohibited from approaching buyers (for the purpose of selling or demonstrating their products or services) in the exhibit areas or in any hotel or venue in Las Vegas. In addition, NEMs are not permitted to hold meetings, functions or rent meeting rooms/hospitality suites. Any company found to be in violation of this will be removed from the Event with no refund of any monies paid and will lose all seniority and shall otherwise be subject to all applicable sanctions under the Agreement.

- G. Without Event Management's prior written consent, which may be withheld in Event Management's sole discretion, Exhibitors are not authorized to sponsor, promote or conduct any activity or event in the Event venue (1) during posted Event hours; (2) outside of posted Event hours; or (3) whether or not at the Event venue, any function or activity that conflicts with an official AAPEX event or an official sponsored banquet of their member association.

9. SETUP

- A. **Freight Target Times.** Exhibitors are assigned a Freight Target Time for the on-time arrival of freight only. The time listed on the targeted floor plan does not mean that freight will be unloaded at that time. It could possibly be unloaded within 1 to 8 hours of that designated time. Do not order carpenters or labor

until freight is actually located in the booth. Please meet this time in order to avoid a 15% freight handling surcharge. To request a change in the assigned freight target time, write to:

Attn: Felipe Adriaio — AAPEX
 c/o FREEMAN
 6675 West Sunset Road
 Las Vegas, NV 89118.
 Phone: 702-579-1700 or
 email: felipe.adriaio@freeman.com

- B. **Freight.** Shipments of displays and exhibit materials arriving prior to the first set-up day must be sent prepaid to:

AAPEX
 Exhibitor Name/ Booth No.
 c/o FREEMAN
 6675 West Sunset Road
 Las Vegas, NV 89118

No shipments will be accepted at the Venetian Expo or Caesars Forum prior to Thursday, October 24, 2024.

- C. **Display Installation. All exhibits must be set and in place by 5:00 p.m. on Monday, November 4, 2024.** The

hall will be closed to all Exhibitors, I&D companies and exhibit booth personnel at 5:00 p.m. Monday, November 4, 2024, so that all empty crates and cartons can be removed; aisles can be cleaned; aisle carpeting can be laid, etc. All plastic used to cover the carpeting in the exhibit booth must be removed by this 5:00 pm deadline. **NOTE:** Exhibitors with a Saturday, November 2, 2024, **freight move-in** must have freight delivered at that time. Exhibitors with a Saturday, November 2, 2024, **booth set-up**, may set-up on Saturday, Sunday and/or Monday, but the booth must be set up by 5:00 pm on Monday, November 4, 2024. If the exhibit is not set by 5:00 p.m. on Monday, November 4, 2024, the Exhibitor will be fined \$1,000.00, lose seniority for that year, and will not be permitted to exhibit at the AAPEX 2025 Show.

- D. **Late Installation.** If installation of any crated exhibit has not been completed by 5:00 p.m., Monday, November 4, 2024, and no arrangements for set-up have been made, then Event Management shall order the exhibit to be erected and the Exhibitor will be billed and agrees to pay for all charges incurred. Event Management shall not be liable for damages that may occur during this exhibit set-up. In addition, there will be a \$1,000 fine, loss of seniority for that year, and the Exhibitor will not be permitted to exhibit

in 2025. This does not apply to exhibits located in the Late Setup area. Event Management is not responsible for any expenses incurred, including, but not limited to, the cost of hotel rooms and airline tickets in case of any delays in setting up or any early set-up areas.

- E. **Space Abandonment.** Any space not claimed and occupied prior to 5:00 p.m., Monday, November 4, 2024, for which no special arrangements have been made, may be resold or reassigned by Event Management without obligation on the part of Event Management for any refund whatsoever.
- F. **Late Set-Up.** Exhibits targeted as late set-up can be installed until 9:00 p.m., Monday, November 4, 2024.

10. **TEARDOWN**

- A. **Removal of Product or Equipment.** Once brought into the Event, the removal of product and equipment prior to tear-down must conform to the Merchandise Removal regulation stated in the Online Exhibitor Services Guide. All display materials must remain in the exhibit hall until 5:00 p.m. on Thursday, November 7, 2024. Prior to 8:00 a.m. Thursday, November 7, 2024, standard removal rules apply, and any personnel removing merchandise must have a badge approved and issued by Event Management.

- B. **Timely Dismantle.** Exhibitor agrees to dismantle its display as soon as practical after the end of the Event. Exhibitor further agrees to indemnify and save the Indemnified Parties as set forth in Section 19.

Early Tear-Down. Exhibitor shall not tear-down prior to 5:00 p.m., Thursday, November 7, 2024. It is understood that premature tear-down detracts from the overall merit of the Event. Exhibitors found to be dismantling their booth prior to 5:00 p.m. on Thursday, November 7, 2024, will be fined \$1,000.00, lose seniority for that year, and will not be permitted to exhibit at the AAPEX 2025 Show.

- C. **First Down.** Exhibitors targeted as "First Down" must dismantle exhibits immediately at the close of the Event in order that empty crates may be returned to the hall without delay.

- D. **Tear-Down Security.** Exhibitor personnel must remain in the exhibit area until the Exhibitor's display materials are secured. All product should be securely packed before leaving the exhibit. Event Management and FREEMAN assume no responsibility for any exhibit material left unattended in the hall during tear-down. In no event shall Exhibitor allow display materials to remain in the

Exhibit Areas after 12:00 noon, Saturday, November 9, 2024.

- E. **Abandoned Exhibit Space.** Any exhibit display or materials remaining in the Exhibitor's booth at the conclusion of the Event, with no prior arrangements having been made for return of such exhibit display and/or items, may be removed by Event Management and Exhibitor shall be liable for and agrees to pay all costs for dismantling, disposal and storage. This includes, but is not limited to, display material, walls, carpet and/or flooring. Event Management shall not be liable for any damage to the display or materials due to their removal or storage.

11. OPERATIONS & CONDUCT

- A. **Regulation & Restriction.** Event Management reserves

the right to regulate and/or restrict exhibits to a reasonable noise level. Use of sound motion pictures and tape recorders will be permitted, where appropriate to the display, provided sound in any and all adjacent exhibit areas is maintained at not more than 85dB peaks, on the C weighted scale as measured on a Scott Instrument Lab Type 452 Sound Level Meter (ANSI Type 2), on the "SLOW" meter position. AAPEX reserves the right to restrict Exhibitor's use of sound and other devices which may interfere with the best interest of AAPEX whether with respect to activities in proximity to the noise generated or the Event as a whole. Event Management is authorized and empowered to **disconnect** the supply of electricity to any Exhibitor that exceeds said Sound Level maximum, without any liability to said Exhibitor.

Event Management also reserves the right to regulate and/or restrict exhibits to suitable methods of operation and display of materials. These restrictions include any product and power equipment in a demonstration that may cause a distraction to any neighboring Exhibitor that cannot conduct or has difficulty conducting business in its exhibit area because of the noise or other factor. If for any reason an exhibit and/or its contents are deemed objectionable by Event Management, the exhibit shall be subjected to removal at Exhibitor's sole expense. This reservation includes persons, things, conduct, printed matter, signs, or any item of poor character which in the sole judgment of Event Management is or may be detrimental to the Event. In the event such an amendment or restriction is enforced, Event Management shall have no obligation to refund exhibit space rental fees or exhibit equipment rental fees.

Exhibitor hereby expressly waives any right and all claims, actions or demands for damage, costs and expenses, including legal fees, against the Indemnified Parties for such amendment or removal.

NOTE: An Exhibitor may not use or reference a competitor's product in a demonstration or any type of comparisons.

- B. **No Retail Sales.** Exhibitors are not permitted to sell products for delivery at the Event. Orders may be taken for future delivery only.
- C. **Prohibited Displays.** Exhibitor shall not exhibit, offer for sale, or provide advertising or literature concerning products or services not manufactured, represented, or exclusively distributed by them. No animals, reptiles, birds, rodents, or insects may be used as part of any exhibit or display. Robots may be used only upon the written consent of Event Management and must be confined to the exhibit space rented. No helium balloons are permitted within the exhibit area. Exhibitors shall not permit exhibitions, raffles, donations or other promotional measures that require members or guests to be present at a specified location and time and all unusual promotion plans must be approved by Event Management by no later than July 28, 2023.

If, in Event Management's judgment, any feature in exhibit space proposed by an Exhibitor, does or may involve risk of harm or danger to Event participants, such feature may be prohibited by Event Management or may be subjected to additional requirements and safety precautions as determined by Event Management.

No Exhibitor shall foster or conduct any event during the Event exhibit hours, other than a luncheon within the Event venue, not to exceed one and one-half hours, which would take attendance from the exhibit floor.

Exhibitors/NEMs are not authorized to hold functions off-site and provide private transportation to those functions and trade events from AAPEX during exhibit hours.

- D. **Safety and Security.** Exhibitors are prohibited from possessing any weapons of any kind while in or on AAPEX facilities. For purposes of this prohibition, AAPEX facilities means all exhibit halls and spaces, whether indoors or outdoors, but does not include parking facilities used by Exhibitors solely for parking, to the extent storage or possession of a weapon in a vehicle is permitted by the regulations applicable to

such facilities and by applicable law. Weapons include, guns of any type, knives other than standard box cutters and the like used for exhibit set up and tear down, mace, explosives or any item with the potential to inflict harm that has no common exhibit-related purpose. This list is illustrative only, and not exhaustive. Event Management reserves the right to expel any Exhibitor that Event Management believes, in its sole discretion, may pose a safety or security risk to him or herself or others and/or is acting in a manner intended to harass, annoy, threaten, or intimidate other Exhibitors, attendees, Event Management, staff, or contractors.

- E. **Health and Safety Measures** Without limiting the generality of any other provision of this Agreement, all Exhibitors shall fully comply with all published health and safety measures set forth by Event Management, including, without limitation, any requirement for masks, vaccinations or testing, associated with any communicable disease, including, without limitation, COVID-19 and its variants.
- F. **Outboarding/Suitcasing Prohibited.** Suitcasing and Outboarding are expressly prohibited. "Suitcasing" occurs when companies or persons attending the Event as attendees and not as Exhibitors "work the aisles" soliciting business from other attendees or Exhibitors. "Outboarding" occurs when companies or individuals, including Exhibitors, set up events or activities at locations other than the Event venue that encourage attendees of the Event to either leave the Event or to not attend authorized Event activities. Therefore, any company or person (a) holding an exhibit, demonstration or display in a Clark County, NV hotel, suite, meeting room, or other non-official Event venue during AAPEX, or (b) engaging in suitcasing, will face sanctions by Event Management. Sanctions may include loss of seniority privileges, a ban from the current and future Events and other sanctions as deemed appropriate by Event Management.
- G. **Exhibit Obstructions.** Exhibitors are not allowed to obstruct the view, occasion injury or adversely affect the displays of other Exhibitors. This includes demonstrations.
- H. **Exhibit Personnel.** All personnel, models/demonstrators must be clothed/dressed appropriately at all times and must confine their activities to the contracted exhibit space. Personnel may not enter the exhibit space of another Exhibitor without permission from that Exhibitor and at no time may anyone enter an exhibit space which is not staffed. If Exhibitor personnel enter the exhibit space of another Exhibitor, without permission from

that Exhibitor, such Exhibitor is subject to penalties for a rule's violation, including a loss of all or a portion of its seniority points.

- I. **Use of Carrying Devices.** Dollies, carts and other rolling devices will not be permitted on the exhibit floor during exhibit hours without the prior written consent of Event Management.
- J. **Damages and Insurance.** Exhibitor is responsible for all damage to property caused by Exhibitor personnel. Should such damage occur, Exhibitor is liable to the owner of the damaged property. Exhibitor must carry insurance for loss of product or damage of product while exhibiting at AAPEX. AAPEX is not responsible.

Exhibitor shall be liable for, and shall insure against, all injuries or damages caused by the acts or omissions of the Exhibitor or its employees, representatives, servants, agents, licensees, invitees, patrons, guests or contractors. Exhibitor agrees to obtain a certificate of insurance (to be provided to AAPEX upon request) showing the following coverage – (a) Commercial General Liability with limit of \$1,000,000 each occurrence / \$2,000,000 general aggregate and naming as additional insureds (on a primary and non-contributory basis), Auto Care Association, MEMA, The Vehicle Suppliers Association, William T. Glasgow, Inc., Pioneer OpCo, LLC, Expo and Convention Center, LLC, Venetian Las Vegas Gaming, LLC, Grand Canal Shops II, LLC, The Shoppes at the Palazzo, LLC, and Phase II Mall Subsidiary, LLC, Freeman Expositions, LLC, Eastside Convention Center, LLC dba Caesars Forum, Caesars Entertainment, Inc., Caesars Enterprise Services, LLC and each of their parent, subsidiaries, affiliates, and their officers, members, directors, agents, employees and/or servants (collectively, the "Additional Insureds"); (b) Workers Compensation in accordance with the laws of the State of Nevada including Employers Liability with a limit of no less than \$1,000,000; and (c) Commercial Automobile Liability with a limit of \$1,000,000 per accident covering any owned, hired or non-owned vehicles. The Commercial General Liability and Workers Compensation policies shall include a waiver of subrogation in favor of the Additional Insureds.

The Exhibitor is responsible for any and all demands on account of any injury or death, or damage to property occurring in or upon any portion of the Event venue leased or used by Exhibitor which are caused by the acts or omissions of Exhibitor, or its employees, representatives, servants, agents,

licensees, invitees, patrons, guests, or contractors. Exhibitor is also solely responsible for any injuries or damages sustained or caused by it in connection with AAPEX, whether or not they occur at the Event venue. This includes, but is not limited to, booth construction, booth set-up, travel to or from AAPEX, activities of the Exhibitor's employees or third parties subject to the supervision of Exhibitor, or any other activities carried on in connection with AAPEX. Exhibitor shall defend, indemnify and hold harmless the Indemnified

Parties and Additional Insured as set forth in Section 19. The Exhibitor agrees to make no claim for any act or omission of Event Management taken in accordance with the Agreement.

- K. **Advertising.** Exhibitor shall not, without the prior written consent of Event Management, 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. The use of the AAPEX name and logo (including anything affiliated with AAPEX, Event Management, AAIW, or Automotive Aftermarket Industry Week) and any licensed products are strictly prohibited without the express prior written consent of Event Management and/or Event Owners (Auto Care Association and MEMA, The Vehicle Suppliers Association). This includes, but not limited to, Exhibitor, supplier and contractor publications.

- L. **Food and Beverages.** Alcoholic beverages may not be served within an Exhibitor's exhibit space without prior written permission from Event Management. Exhibitors receiving permission to serve alcoholic beverages must provide a certificate of insurance for Liquor Liability naming Event Management as additional insured. Alcoholic beverages may not be served during exhibit set-up or tear-down under any conditions. Exhibitors must have approval of Event Management before dispensing or distributing any food, snacks or beverage items within an Exhibitor's exhibit space. Any food and/or snack and/or beverage and/or use of food equipment within an Exhibitor's exhibit space **must be provided by the Venetian Expo and Caesars Forum Catering Departments.** Preparation of food within the exhibit areas is prohibited.

- M. **Photography/Video Recording.** With today's new technology it is increasingly more challenging to monitor camera use on the show floor. Also given that AAPEX is working to increase social media outreach, Event Management asks that all Exhibitors monitor photography within their booths. Event Management will have signs available for Exhibitors to display that

state "No Photos Allowed". These signs will be available at the Event Management Office, located in Room 305 of the Venetian Expo.

Please contact Event Management for any issues with an attendee at the Show regarding photos in the booth.

If an Exhibitor has signage or has made it clear to attendees that they are not allowed to take photos in their booth or of their products, then Event Management has the right to confiscate film or other media from any type of camera from users.

Press/Media must obtain a permit at the Event Management Office, photographs must be authorized by the Exhibitor, and will not be affected by the no photography signs. Event Management is authorized to record and use audio/visual materials and photographs taken at AAPEX.

Exhibitors are prohibited from filming or photographing any portion of the Event for commercial purposes without the express prior written consent of Event Management. Event Management may condition its consent on Exhibitor becoming an authorized vendor pursuant to a written agreement required by Event Management, which includes, without limitation, the requirement that a commission fee be paid to Event Management.

AAPEX's Owners own all photographic and other recording rights with respect to the event and the name "AAPEX," and all other trademarks and intellectual property rights held by AAPEX's owners and their affiliates, and no license to any such rights is granted to Exhibitor. Exhibitor agrees that Event Management have the right to use photographs and video (and/or other recordings) of the event which include images of Exhibitor's booth and personnel for marketing purposes and otherwise generally, in each case in its sole discretion. Exhibitor is responsible for obtaining proper consents from its personnel with respect to the same.

- N. **Drones & Personal Mobility Device Policy.** Drones/unmanned aerial vehicles (UAVs), hoverboards, and personal mobility devices—such as Segway's, skateboards, skates and scooter (motorized or foot-powered) are NOT allowed at AAPEX. No exceptions, other than ADA-approved mobility devices with advance approval by Event Management. FAA regulations require UAVs/Drones to be flown at least 5 miles from any active airport. The Event venue is less than 5 miles from McCarran International Airport. Any of these items

reported or found at the Event will be confiscated until the Event ends on Friday, November 8, 2024, at 6:00 pm.

- O. **Authority.** Event Management is the final authority on all matters relating to operation and conduct at or in connection with the Event.
- P. **Celebrity Appearances/Giveaways.** Exhibitors may have a celebrity in the booth signing autographs, providing that the line of attendees does not block neighboring Exhibitors.

The Exhibitor must provide security in the aisle to prevent any type of traffic problems and the Exhibitor with the celebrity is responsible for any and all charges incurred for traffic control in the aisles around its booth. This regulation also pertains to any type of giveaways being handed out in the booth that may block neighboring Exhibitors' booths.

- Q. If an Exhibitor displays products that are not manufactured by the Exhibitor, but the Exhibitor has the sole and exclusive right to sell the product for the entire United States, the Exhibitor must provide Event Management documentation to substantiate this criterion. Distributors are required to submit a letter of appointment from the manufacturer on the manufacturer's letterhead. Products must be packaged and marketed under the Exhibitor's trade style or brand name and be supported by current cataloging and price sheets.
- R. **Demonstrations:** An Exhibitor may not use or reference a competitor's product in a demonstration or any type of comparisons.

12. VIOLATIONS

The Exhibitor shall be bound by the Agreement, including all rules and regulations set forth herein, and by such additional rules and regulations which may be established by Event Management. Event Management shall have the power to adopt and enforce all Event rules and regulations, and their decision on these matters will be final. All matters and questions not covered by the regulations shall be subject to the final judgment and decision of Event Management.

Any violation by the Exhibitor of any of the terms and conditions herein shall subject Exhibitor to sanctions, including but not limited to the cancellation of the Agreement and to forfeiture of any monies paid on account thereof. Upon due notice of such cancellation, Event 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. In no event shall there be any obligation on the part of Event Management to return any funds paid by the Exhibitor.

13. LABOR

- A. **Labor Contracts and Agreements.** The Exhibitor agrees to abide by all agreements made between Event Management, the unions, the official Event service contractor, the Venetian Expo, Caesars Forum, or any of its agents pertaining to using union labor in the exhibit areas.
- B. **Use of Union Labor.** In order to conform to union contract rules and regulations, it will be necessary that all Exhibitors use qualified union personnel for the various services required when installing and dismantling exhibits and for material handling within the Event, including, but not limited to: off-loading and delivery of exhibit/display materials to exhibit space; pick-up, storage and return of empty crates; expedition of out-bound shipping; exhibit/display materials set-up and tear-down; and exhibit space cleaning.

To assist Exhibitors in planning for participation in the Event, Event Management is certain Exhibitors will appreciate knowing in advance that union labor will be required for certain aspects of exhibit handling. To help understand the event site work rules, please read the following:

EXHIBIT LABOR

Teamsters Local Union #631 has jurisdiction through a labor agreement with FREEMAN for the erection, touch-up, dismantling, and repair of all exhibits when this work is done by persons other than the Exhibitor's full-time company personnel. This work is to include 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.

Local #631's jurisdiction does not cover the placement of the products on display, the opening of cartons containing products, nor the performance, testing, maintenance or repairs of products.

If full-time Exhibitor personnel are utilized to set an exhibit, they should carry positive Exhibitor identification, such as a medical identification card or a payroll stub. Also provide a Certificate of Insurance.

This rule prohibits the utilization of workers hired from a non-union agency or company.

To secure labor, please utilize the labor forms contained in the Online Exhibitor Services Guide.

AAPEX EVENT RULES AND REGULATIONS FOR OTHER THAN OFFICIAL SERVICE CONTRACTORS

Persons or organizations other than those designated as official

contractors for the Event who are proposed for the performance of any services within the Event venue for an Exhibitor and approved by Event Management will:

- Be given the right to provide services requested by an Exhibitor in the set-up and dismantling of exhibits on the exhibit floor and shall have the right to utilize qualified employees.
- Not conflict with existing labor regulations or contracts, and in fulfilling their obligations, the independent contractor shall adhere to the regulations set up by hall and Event Management regarding entrance. An EAC must have a signed contract with the Exhibitor to do the exhibit booth construction for set-up and teardown.
- An EAC must provide the following insurance and evidenced by a certificate of insurance: (a) Commercial General Liability with limit of \$1,000,000 each occurrence / \$2,000,000 general aggregate and naming as additional insureds (on a primary and non-contributory basis), Auto Care Association, MEMA, The Vehicle Suppliers Association, William T. Glasgow, Inc., Pioneer OpCo, LLC, Expo and Convention Center, LLC, Venetian Las Vegas Gaming, LLC, Grand Canal Shops II, LLC, The Shoppes at the Palazzo, LLC, and Phase II Mall Subsidiary, LLC, Freeman Expositions, LLC, Caesars Forum, and each of their parent, subsidiaries, affiliates, and their officers, members, directors, agents, employees and/or servants (collectively, the "Additional Insureds"); (b) Workers Compensation in accordance with the laws of the State of Nevada including Employers Liability with a limit of no less than \$1,000,000; and (c) Commercial Automobile Liability with a limit of \$1,000,000 per accident covering any owned, hired or non-owned vehicles. The Commercial General Liability and Workers Compensation policies shall include a waiver of subrogation in favor of the Additional Insureds.
- Have a true and valid order for service from an Exhibitor in advance of the show move-in date and shall not solicit business upon the exhibit floor or during the move-in dates.
- Provide adequate notice to Event Management of

the Exhibitors that have retained them, and the services to be performed for each, as well as evidence of compliance with the provisions listed above, which Event Management will keep confidential. Event Management will consider this notice from the independent contractor as sufficient evidence of the relationship between it and its clients. Exhibitor will verify authorization for installation and dismantling upon request of Event Management.

- Be responsible for adherence to all rules of ingress and egress in a timely, professional manner, and shall complete its installation prior to 5:00 p.m. on Monday, November 4, 2024, and not to start dismantling/packing prior to 5:00 p.m., Thursday, November 7, 2024.
- Prior to starting work, furnish Event Management the names of all employees who will be working in the hall, as well as names, addresses, and telephone numbers of key executives for emergency contact.
- Cooperate fully with the official contractor and assist in fulfilling its responsibilities, especially by refraining from placing an undue burden on the service decorator by interfering with the efficient utilization of labor by the official contractor.
- Share with the official contractor all reasonable costs related to his operation, including overtime pay for stewards, restoration of exhibit space to its initial condition, etc.

SECURITY AND GUARD SERVICE

Special guard service may be ordered by completing the order form found in the Online Exhibitor Services Guide. Event Management will, by the employment of a reputable guard service, exercise due diligence in protecting the property of Exhibitors from theft, damage by fire, etc., but does not assume responsibility for such losses by Exhibitors.

Event Management has set forth the following procedures to be followed at the Event:

- All persons entering or leaving the exhibit area must wear a badge issued by Event Management.
- All material leaving the exhibit area must be accompanied by a Bill of Lading or a Merchandise Pass.
- During installation and dismantling periods, no one will be permitted in the exhibit area before 7:00 am.

In an effort to prevent losses of material once it is inside the exhibit area, Event Management advises that Exhibitor:

- Insure material and fixtures from the time they leave the Exhibitor's plant until its return.
- List the number of pieces in shipment on the Bill of Lading and carefully identify as to number of crates, cartons, etc. DO NOT IDENTIFY CONTENTS.
- Securely fasten all items to display panels and use dummy products whenever possible.
- At the break of the Event, do not leave any product unattended. Hire a security guard that night once exiting the exhibit hall.
- Move material into the Security Room provided by Event Management each night before leaving the building if not using safety containers or special guards.

Collapsible safety containers are available on a rental basis to Exhibitors throughout the installation, Event and dismantling periods. They deserve careful consideration. Please refer to the Security Order Form found in the Online Exhibitor Services Guide.

Consider individual guard service for the exhibit for all hours when not in attendance if material cannot be placed in a safety container or moved into the Security Room each night. The value of the material and the extreme inconvenience experienced when samples are lost make this investment worthwhile. Please refer to the Security Order Form found in the Online Exhibitor Services Guide.

Do not sell, give away or trade merchandise after the Event.

Re-crate and return it with the display. Help eliminate the carrying of miscellaneous items through the front door after the Event.

FREIGHT HANDLING

Teamsters Local #631 has jurisdiction through a labor agreement with FREEMAN for the loading and unloading of all trucks, trailers, and common and contract carriers as well as the handling of empty crates and the operation of material handling equipment. It also has the jurisdiction for the unloading, uncrating, leveling, painting and assembly of machinery and equipment as well as the reverse process.

FREEMAN has the responsibility of receiving and handling all the exhibit materials and empty crates. It is Freeman's responsibility to manage docks and schedule vehicles for the smooth and efficient move-in/move-out of the trade event. FREEMAN will not be responsible for any material it does not handle.

An Exhibitor may "hand carry" material provided it does

not use material handling equipment. When Exhibitors choose to "hand carry" materials, no access to the loading dock/freight door areas will be permitted.

GRATUITIES

FREEMAN requests that Exhibitors do not tip its employees by giving money, merchandise, or other special consideration for services rendered. Exhibitors should not give coffee breaks other than mid-morning and mid-afternoon when union employees have a fifteen-minute paid break. Any attempts to solicit a gratuity by an employee for any service, should be reported immediately to a supervisor of FREEMAN. FREEMAN employee(s) are paid an excellent wage, and tipping is not an accepted company policy.

IN GENERAL

Craftsmen at all levels are instructed to refrain from expressing any grievances or directly challenging the practices of any Exhibitor. All questions arising with regard to the union's jurisdiction or practices must be directed to a FREEMAN management representative.

Exhibitors are allowed to move their own product in and out to the building with the following restrictions:

- The drayage contractor has complete control of the loading dock at all times.
- Exhibitors may not leave vehicles unattended at the loading areas. Any unattended vehicles may be towed.
- Display material must be hand carried. Display material which cannot be hand carried must be moved by the drayage contractor. Exhibitor owned carts or dollies will not be allowed.
- Booths that are 400 square feet or less, where exhibit freight amounts to less than 500 lbs. and is delivered in a privately owned vehicle (car, 1/2 ton pickup, SUV or mini-van) can unload on Sunday, November 3, 2024, and Monday, November 4, 2024, between 8:00 am and 5:00 pm at the unloading area in front of the Event venue, Level 1, Hall G (located off of Koval Lane) at no charge. Booths that are 400 square feet or less, where exhibit freight amounts to more than 500 lbs., can unload at the back of Halls A, B, C, D, D+/ Venetian Ballroom or G but must pay posted drayage rates. Event Management is not liable for changes in union regulations.

14. COMPLIANCE WITH LAWS

A. Exhibitor agrees to comply with and be bound by all laws of the United States and the State of Nevada, all ordinances of the City of Las Vegas, Clark County, State of Nevada, and wherever applicable, all rules and regulations of the

Metropolitan Police Department and Fire Department and those policies and criteria which have been established by the Venetian Expo and Caesars Forum for use of the exhibit areas.

This includes a prohibition against displaying any products or advertisements for a product which violate (a) any Exclusion Orders, or (b) another exhibitor's U.S. IP rights.

AAPEX IP Addendum can be found in the Online Exhibitor Services Guide.

- B. **Fire Regulations/Fireproofing Codes.** Exhibitor must conform to all standard fire codes of the City of Las Vegas. All display materials must be made of fire-retardant materials and subject to fire inspector's approval. Crepe paper, corrugated paper, cardboard or other combustible materials shall be prohibited. Combustible materials, explosives, or welding are not permitted in or around the exhibit areas unless special permission has been granted by the Fire Marshall. Exhibitor shall not allow its display to block the view of, or impede access to fire alarm boxes, fire hose cabinets, fire extinguishers, or other safety equipment. Smoking is prohibited in the Venetian Expo/Venetian Ballroom and Caesars Forum **at all times**. In addition, welding is not permitted.
- C. The storage of packing boxes, cartons, literature or any other material behind an Exhibitor's booth is expressly forbidden at any time. Exhibitors will be permitted to retain in their booth a limited supply of literature or extra products stored in containers beneath the draped tables. Balloons of any kind may not be used. Aerosol cans containing either inflammable propellants or products are prohibited in the Event venue by the ordinance of the City of Las Vegas. All other aerosol cans must be labeled as to their content and expellant. Empty cans should be used for display purposes when in doubt.
- D. **Electrical.** Electrical equipment and wiring require evidence of testing and approval by a nationally recognized testing laboratory. All wiring must be three-wire and grounded. Wiring that touches the floor must be "SO" cord (min. 14 gauge/3 wire) which is insulated to qualify or "extra hard usage." Cord wiring above floor level can be "SJ" which is rated for "hard usage." The use of open clip sign sockets, latex, plastic or lamp cord wire in displays, or 2-wire clamp-on fixtures is prohibited. Zip cord or two wire cords

are unacceptable at the Event venue because they are ungrounded and could result in safety hazards. Cube taps are prohibited.

- E. **Inspection.** All displays will be inspected during the set-up days and any Exhibitor deviating from the regulations must make modifications to their exhibit at exhibitor's expense prior to the AAPEX Event opening.
- F. **BMI, ASCAP, SESAC.** Exhibitor warrants and represents that no music, literary or artistic work or other property protected by copyright, nor the name of any performing individual or group protected by trademark will be performed, reproduced or used incident to the Exhibitor's participation in the Event, unless the Exhibitor has previously thereto obtained written permission from the copyright or trademark holder. The Exhibitor acknowledges that the Exhibitor acts under this Agreement as an independent contractor, charged with the responsibility in its sole discretion for selection, performances, reproduction and use of such musical, literary and artistic works and such individual performer or group of performers as it deems appropriate and that it undertakes strict compliance with all laws respecting copyrights and trademarks and the performance, reproduction and use of musical, literary and artistic works or the use of the name of the performer or performing individuals or group. The Exhibitor warrants that in the performance of this Agreement, the Exhibitor will not infringe any statutory common law or other right of any person in performing, reproducing or otherwise making use of any work or material or performer or performing group. The Exhibitor agrees to pay when due all royalties, license fees or other charges accruing or becoming due to any firm, person or corporation by reason of any music, either live or recorded, or other entertainment of any kind or nature, played, staged or produced by the Exhibitor, its agents or employees upon or within the premises covered by this Agreement, including but not limited to, royalties or licensing fees due to BMI, ASCAP or SESAC. Exhibitor will indemnify, save and hold harmless the Indemnified Parties and Additional Insureds as set forth in Section 19.

15. EXHIBITOR APPOINTED CONTRACTORS

An Exhibitor Appointed Contractor (EAC) is any contractor not listed in the Online Exhibitor Services Guide. Any Exhibitor using the services of other than the

official Event contractors must conform to the regulations located in the Online Exhibitor Services Guide. EAC's or any type of contractor are not permitted to solicit Exhibitors or attendees during move in days, Event days or move out days. If found doing so anywhere on the premises, they will be escorted off property.

16. ACCESS CONTROL

General overall 24-hour access control service will be provided during the Event, from the beginning of set-up to the end of teardown. However, Event Management shall not be held responsible for the loss of any material by any cause and urge the Exhibitor to exercise normal precautions to discourage loss due to theft or any other cause. No responsibility is assumed by Event Management 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.

17. DISRUPTION OF EVENT

In the event the Event venue 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 Agreement period for any reason whatsoever, or if any casualty or occurrence shall render the fulfillment of this Agreement impossible or inadvisable, including, without limitation, the requisitioning of the all or any part of the Event venue by any governmental entity, then and thereupon the parties to the Agreement shall amend the Agreement in a fashion which shall be mutually acceptable or the Agreement shall be terminable by Event Management at its option. Exhibitor hereby waives any claim against the Indemnified Parties for damages or compensation for such termination should the Agreement be so terminated.

If this Agreement is terminated as contemplated above, Event Management will in good faith, seek recovery from Event Management's insurers for any costs and expenses incurred by Event Management in connection with the Event, with any such costs and expenses not recovered from Event Management's insurers being referred to as "Unrecovered Costs." The Exhibitors, shall be jointly and severally liable for all Unrecovered Costs and shall reimburse Event Management for such Unrecovered Costs upon demand. The Unrecovered Costs expenses shall include, but not be limited to, all expenses incurred by Event Management as a result of contracts with third parties for the provision of services or products incidental to the Event, including the Event Management Agreement with the Event Manager; all out of pocket expenses incurred by Event Management incidental to the Event; and all overhead expenses of Event Management attributable to the production of the Event.

No monies will be returned should the dates or location of the Event be changed by Event Management, but Exhibitor will be assigned space which Exhibitor agrees to use under these same rules and regulations. Event Management shall not be financially liable if the Event is interrupted, cancelled, moved, or dates changed except as provided herein.

18. WAIVER OF LIABILITY

Event Management shall not be responsible for any damage or injury that may happen to the Exhibitor or its agents, servants, employees, or property from any cause whatsoever except the willful misconduct of Event Management, its servants or employees, arising out of Event Management duties and responsibilities under the Agreement. Exhibitor expressly releases the Indemnified Parties from any such loss, damage or injury.

The Exhibitor agrees to waive the right of subrogation by its insurance carriers to recover loss sustained under the insurance contracts.

The Indemnified Parties assume no responsibility or liability whatsoever in matters relating to restrictions imposed on any Exhibitor by any governmental agency.

19. INDEMNITY

The Exhibitor and Exhibitor Appointed Contractor are responsible for any and all demands on account of any injury or death, or damage to property occurring in or upon any portion of the Event venue leased or used by Exhibitor which are caused by the acts or omissions of Exhibitor, or their employees, representatives, servants, agents, licensees, invitees, patrons, guests, or contractors. Exhibitor and Exhibitor Appointed Contractor are also solely responsible for any injuries or damages sustained or caused by it in connection with the Event, whether or not they occur at the Event venue. This includes, but is not limited to, booth construction, booth set-up, travel to or from the Event, activities of the Exhibitor's employees or third parties subject to the supervision of Exhibitor, or any other activities carried on in connection with the Event.

Exhibitor shall defend, indemnify and hold harmless the Indemnified Parties and Additional Insureds from and against 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 (i) injury to and death of persons, and damage to and loss of property which are caused by, arise from or grow out of Exhibitor's use or occupancy of the Event venue; (ii) any and all liability arising in connection with the construction or use or occupancy of any exhibit contemplated in this Agreement; (iii) any and all claims which may arise by virtue of damage to the

premises caused by removal of Exhibitor's display, including any costs incurred by Event Management due to holding over by Exhibitor past its allotted time of occupancy; (iv) injury to and death of persons, and damage to and loss of property which are caused by, arise from or grow out of any act or omission of Exhibitor, or its employees, representatives, servants, agents, invitees, patrons, guests, licensees, or contractors; (v) with respect to copyright and trademark rights, royalties and fees and the performance, reproduction and use of musical, literary and artistic works or in the name of a performing individual or group; (vi) or from any breach by Exhibitor of any condition of this Agreement, or from any act or omission of Exhibitor, or its employees, representatives, servants, agents, invitees, patrons, guests, licensees, or contractors. The Exhibitor agrees to make no claim for any act or omission of Event Management taken in accordance with, or to enforce, the Exhibit Regulations.

20. EXHIBITOR REPRESENTATIVE

The signer of this Agreement shall be the official representative of the Exhibitor and shall have the authority to act on behalf of the Exhibitor in all matters relating to the Event.

21. DATA PROTECTION

Event Management and the Exhibitor agree that in pursuing their rights and complying with their duties and responsibilities under the Agreement, "personal data" may be "processed" by one party or the other as a "data processor" on behalf of the other party, as a "data controller(s)," as defined in the European Union General Data Protection Regulation (EU Regulation 2016/679) ("GDPR"). The terms and conditions set forth in the GDPR Data Protection and Information Security Addendum, which can be found in the Online Exhibitor Services Guide, shall govern such activity. Each of Event Management and Exhibitor shall fully comply with the duties and obligations applicable to each as set forth in the GDPR Data Protection and Information Security Addendum. Nothing contained in this Section 21 shall limit the obligation of either Exhibitor or AAPEX to fully comply with all applicable data protection laws and regulations.

Exhibitor will provide Event Management with contact information (name, title, email address and phone number, collectively the "Contact Information") for Exhibitor personnel involved in Exhibitor's participation in AAPEX, including the development, installation and management of the Exhibitor's booth space ("Contact Personnel"). Prior to providing Event Management with the Contact Information for the Contact Personnel, Exhibitor will provide all Contact Personnel with a written notice (the "Notice") containing the following language:

"AAPEX Event Management will use your contact information to communicate with you as representatives of Exhibitor for matters related to Exhibitor's participation in AAPEX. Event Management will also provide your contact information to other AAPEX vendors that may contact you about AAPEX services such as lodging, booth set up and other similar services. Event Management believes that it is reasonable and expected that we use your personal information for these purposes."

We have taken into account your reasonable expectations and considered the potential impact to you of the use of this information as described. Of course, if you do not want Event Management to use this information as described, please let us know. You can do so by emailing us at info@aapexshow.com. Under these circumstances, we will no longer contact you and we will request that the Exhibitor designate another individual with whom we can interact in connection with AAPEX."

By providing Event Management with Contact Information as described above, Exhibitor represents and warrants that the Notice has been provided to each Contact Personnel. If Event Management receives notice that any Contact Personnel requests that their Contact Information no longer be used as described, Event Management will cease communicating with such Contact Personnel and Exhibitor will designate new Contact Personnel and provide Contact Information for each such new personnel. By providing such information, Exhibitor represents and warrants that the Notice has been provided to the new Contact Personnel.

Exhibitor acknowledges and agrees that AAPEX attendees who visit Exhibitor's booth may permit Exhibitor to scan the attendee's badge to obtain contact information of the attendee. Exhibitor shall only scan the attendee's badge in a way that is obvious and apparent to the attendee and shall inform the attendee that the disclosure on the back of the badge applies to the use of the attendee's contact information.

22. SURVIVAL

Any term or condition of this Agreement which by its nature should survive the termination of this Agreement, shall survive such termination.

23. AMENDMENTS TO EXHIBIT REGULATIONS

Event Management and Owners deem the right to amend the Exhibit Regulations from time to time without notice to Exhibitors in order to accommodate what Event Management and Owners perceive as the best interest of the Event.

24. ARBITRATION AND CHOICE OF LAW.

Any dispute arising out of or relating to this Agreement, or the transactions contemplated hereby may be litigated exclusively by arbitration in Washington, D.C. administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules for expedited proceedings. Such arbitration is final, binding, and non-appealable. The prevailing party in any arbitration is entitled to recover from the other party all reasonable costs, including attorney's fees, incurred by it in connection with such litigation or arbitration or the enforcement of any award. Any award may be entered in any court having proper jurisdiction. This Agreement is governed by and interpreted in accordance with the laws of the State of Nevada, exclusive of its conflicts of law provisions.