

ITEC 2012 Rules and Regulations (as of June 21, 2011)

The International Tire Exhibition & Conference (hereinafter known as ITEC) is a trade show and conference produced by Crain Communications Inc. It provides a marketplace for automotive tires, aftermarket parts and accessories, to promote the tire industry, and to facilitate the exchange of information about new products, marketing concepts and manufacturing techniques.

The exhibit halls, parking lots, air space and grounds of the I-X Center are hereinafter referred to as the Exhibit Areas. The Exhibit Space Rental Agreement, these Exhibitor Rules & Regulations and the Exhibitor Services Manual are hereinafter referred to as the "Agreement" and constitute the agreement between Show Management and the Exhibitor.

Show Management reserves the right to address and resolve any matters not specifically covered in these rules and regulations in its sole discretion as it deems appropriate in the best interest of the Show. Show Management may change, add or delete regulations as it deems necessary, without notice, to ensure the success of the Show. Any changes shall be binding on Exhibitor, their agents and employees. The ruling of Show Management shall be final in all instances with respect to attendance to or use of the Exhibit Space.

ADMISSION REGULATIONS

A. Badges

Admission to the Show is by official Show registration badge. Badges must be worn at all times, including move-in and move-out. Exhibitor is responsible for ensuring badges are provided only to the company's personnel. Exhibitor badges may not be ordered for or transferred to buyers or non-employees. Doing so may result in loss of seniority points. Badges are the property of Show Management and are non-transferable. Exhibitor waives any right to claim for damages against Show Management or the International Exposition Center (herein known as I-X Center) for the ejection of any person or persons from the I-X Center by the I-X Center or Show Management where, in the sole determination of the I-X Center and/or Show Management, such person or persons have or likely will create a danger to public health and/or safety or behave in an objectionable manner.

Show Management shall have sole control over admission policies and reserves the right to refuse or grant admission at all times.

B. Children

No one under 16 years of age is allowed in the Show, including during Exhibitor move-in and move-out.

APPLICATION, FEES, PAYMENTS, CANCELLATIONS

A. Amendments to the Exhibit Contract

It is understood and agreed that any changes or modifications to the Exhibit Contract, following the initial submission of the Exhibit Contract Agreement, shall be considered accepted and approved by Show Management if notification is provided by Exhibitor to, and received by, Show Management by any written or electronic form of communication, including email, fax or letter, and/or notification of approval is sent back to Exhibitor by any form of written or electronic communication. Changes shall include, but not be limited to, modifications to Exhibit size, location, configuration, or cancellations by Exhibitor.

Show Management shall consider electronic communications by and to Exhibitor as full acceptance of such changes, and shall not be required to receive additional written confirmation to enact such requested changes, and thereby modify the Exhibit Fees due from Exhibitor pursuant thereto.

B. Approval

Applications for rental of exhibit space shall be subject to the approval of Show Management, and Show Management reserves the right to reject applications for space with or without cause if in the best interest of the Show. Upon acceptance of the CONTRACT FOR ITEC 2012 EXHIBIT SPACE by Show Management, either online or in writing, it shall be a legally binding agreement between the Exhibitor and Show Management. Exhibitor agrees to accept show information sent by ITEC via e-mail, fax or any other method of communication.

C. Benefits

Each exhibitor receives complimentary booth registrations for their personnel based on the size of their booth. Complimentary registration includes:

- ▶ Admittance to ALL the paper presentations - ALL three days
- ▶ Admittance to the exhibit hall - ALL three days
- ▶ Admittance to ALL ITEC networking cocktail receptions and special functions
- ▶ Admittance to ALL ITEC special presentations

Exhibitor Booth Personal badges are allowed on the Exhibit Floor at 8:00 each day of ITEC

Exhibitor registrations may be made on line from the ITEC web site: www.itec-tireshow.com.

Each Exhibitor will have the opportunity to provide information on the products and services they will provide at ITEC. This information will be on the ITEC web site.

Information on procedures to participate in these programs will be e-mailed to each Exhibitor.

D. Booths

Each 10' x 10' booth space includes an 8' high Royal blue, black and white backwall drape, 30" high Royal blue siderail, and a 7" x 44" white identification sign with the company name in black letters. Specifications and regulations on booths, displays and exhibits are included in the Exhibitor Service Manual. Exceptions to these specifications and restrictions must be obtained in writing from Show Management.

E. Cancellation by Exhibitor

Exhibitor agrees to notify Show Management in writing if it intends to withdraw from the Exhibit Program. Upon receipt of such notice, Exhibitor shall lose all rights and privileges of an exhibitor and such Exhibitor's space shall be automatically released to ITEC for reassignment. The refund schedule as per the exhibitor contract will be strictly followed in the event of a cancellation by Exhibitor for any reason. The date of cancellation will be the date Show Management receives written notification of such cancellation.

F. Cancellation by ITEC

ITEC may cancel this contract and shall not be liable for its failure to perform its obligations hereunder if such cancellation/failure is due to circumstances beyond its control, including, but not limited to, the I-X Center being unfit or unavailable, in whole or part, fire, act of

God, unavailability of utilities, public emergency or threat, act of war, terrorism, strikes or labor dispute, authority of law, or similar cause making this contract illegal, impossible, inadvisable or commercially impracticable to perform. In the event the Show is canceled or interrupted for any other reason, ITEC, at its option, may return the amount paid for space after deduction of any amounts necessary to cover expenses incurred by ITEC in connection with the Show, or may change the location or dates of the Show. No monies will be returned should the dates or location

of the Show be changed by ITEC, rather, Exhibitor will be assigned space which Exhibitor agrees to use under these same rules and regulations. ITEC shall not be financially liable in the event the Show is interrupted, canceled, moved or dates changed except as provided herein. Exhibitor waives any and all other damages and claims against ITEC.

G. Default Occupancy/Unoccupied Booth Space

In the event space(s) held by exhibitor is not occupied by 4:30 p.m. of the day prior to the first show day, ITEC will use such space as it sees fit. The exhibitor failing to occupy the space contracted for remains liable for fees on the space and is not entitled to any refund. All exhibits must be staffed during official show hours. Each exhibitor is required to keep at least one attendant in the booth during exhibit hours; failure to do so may result in removal of the exhibit from the show at exhibitor's expense.

H. Exhibit Fees

\$25 per square foot for 100 through 800 square feet of exhibit space.

\$23 per square foot over 800 square feet of exhibit space.

In order to set up an exhibit at the Show, an exhibitor must be fully paid on all money owed to ITEC including sponsorship and advertising.

I. Payment

Payments may be made by credit card, wire transfer or check (in U.S. funds drawn on a U.S. bank only).

Checks must be made payable to Crain Communications ITEC 2012, mailed to 1725 Merriman Rd, Akron, OH 44313.

Wire Transfer: Comerica Bank, Detroit, MI USA , ABA#: 072000096, Account: Crain Communications Account #: 185-0076-40, Attn: Mike Yugovich/ITEC Exhibits, Swift Code: MNBDUS33

J. Payment Schedule

- 10% non-refundable deposit due with signed Exhibit Contract
- 40% of balance due by January 15, 2012
- Remaining balance due by June 15, 2012

Contracts signed after January 15, 2012

- 50% non-refundable deposit due with signed Exhibit Contract
- Remaining balance due June 15, 2012

Contracts signed after June 15, 2012

- Payment in full due with signed Exhibit Contract

K. Refunds Schedule

• June 21, 2011 – January 15, 2012: ITEC shall retain as liquidated damages 100% of the deposit.

• January 16 – June 15, 2012: ITEC shall retain as liquidated damages 100% of the deposit and 50% of the remainder of the fees paid by Exhibitor to date.

• After June 15, 2012: ITEC shall retain as liquidated damages 100% of the deposit and all fees paid by Exhibitor to date.

Exhibitor agrees that after June 15, 2012, there will be no refunds at all, for any reason whatsoever, even if the Show is sold out.

Refunds and liquidated damages are based on the full exhibit space rental cost and not the deposit. Exhibitors canceling a portion of the contracted space cannot apply deposits for the canceled portion to pay for the remaining contracted space. ITEC is not liable for interest on any amount refunded. Exhibitor is responsible for all bank fees incurred in payment of any fees related to the Show.

Reduction of booth space may result in the relocation of an exhibit. Cancellation monies cannot be applied to future shows. It is agreed that if the Exhibitor fails to comply in any respect with these terms and conditions, then ITEC shall have the right without notice to the Exhibitor to sell or offer for sale the exhibit

space covered by this contract, said Exhibitor will be liable for any deficiency, loss or damage suffered by ITEC, which loss or damage the Exhibitor agrees to pay to ITEC upon demand together with reasonable expenses and costs incurred by reason thereof.

L. Booth Space Guidelines

Please refer to the ITEC 2012 Exhibitor Service Manual for complete definitions and regulations pertaining to Booth Space.

Reasonable Sight Lines - Each exhibit is entitled to a reasonable sight line from the aisle regardless of the size of the exhibit.

Equipment placed in the booth must be sufficiently set back from the aisle so as not to obstruct the view of neighboring exhibits or impede floor traffic. All display fixtures or machinery must be confined to that area of the exhibitor's space which is at least 5 feet from the aisle line and must not exceed 4 feet in height.

Standard Booths - Standard booth sizes for the exhibit are 10' x 10' unless otherwise noted and consist of one or more units in a straight line. Linear space is limited to a maximum of 50 feet in a continuous line. The height limitation is 10 feet. Regular and specially built backwalls including signs may not exceed this limit. Signs extending over the 8' backwall drape may be printed on the side facing the exhibitor's booth only. The back of all exposed extensions and/or signs must be covered or painted.

Perimeter/Wall Booths - All information pertaining to standard booths apply except the height restriction is no higher than 30 feet.

Peninsula Booths - A standard booth opening on three sides to an aisle. Any portion of the exhibit bordering another exhibitor's booth is defined as the backwall. The maximum height permitted for any display, product, fixture or decoration within the exhibit is 10'. Any item exceeding 4' in height must be set back at least 5' from aisle and 10' from a neighboring exhibit.

Island Booths - An island is a block of space with four open sides and aisles on all four sides. Self-contained island configurations will be permitted to a maximum height of 16 feet; however, written notification of plans to exceed 16 feet must be received by Show Management by August 16, 2012, for review.

Towers – A free standing exhibit component separate from the main exhibit fixture that is used for identification and display purposes only.

BOOTH SELECTION NEXT ITEC

Each company exhibiting at ITEC will receive one seniority point regardless of booth size starting from ITEC 2008.

Each company exhibiting at ITEC will receive one seniority point for every 100 square feet of booth space purchased starting with ITEC 2012

The method for the order of selecting booth placement in the next ITEC (after 2012) will be based on the Total Seniority Points earned. In the event two or more companies' contracts have the same points the process for determining the order for booth selection for the next ITEC will be based on the date the ITEC contract for the previous year was received.

This order for selecting booths will be in place for all future ITECs.

Any authorized assignments are the sole discretion of ITEC Show Management. Awarding seniority points creates no rights for exhibitors. Seniority points are provided to exhibiting companies strictly for the purpose of determining placement of one exhibit location in the next/following show and have no other value. The program of providing seniority points for determining placement may be changed at any time by ITEC. ITEC reserves the right to establish placement of companies in any fashion that ITEC determines best serves the purposes of the Show, regardless of prior exhibit space assignments or number of points that have been awarded.

No points are awarded if a company pays the exhibit rental price but does not exhibit. Subject to the forfeiture rules (See Seniority Points Forfeiture), if a company does not exhibit during any particular year, points accrued from previous years of participation are carried forward, but no additional points are awarded. Points are awarded to the company indicated as "COMPANY" in the Contract for ITEC Exhibit Space and not to subsidiaries, divisions or brand names. An Exhibitor cannot increase seniority points by any purchase, acquisition or merger except as outlined in the section Seniority Points Transfer.

COMPLIANCE WITH LAWS

Exhibitor agrees to comply with and be bound by all laws of the United States and the State of Ohio, all ordinances of the City of Cleveland and Cuyahoga County, and wherever applicable, all rules and regulations of the police department and fire department and those policies and criteria which have been established by the Facility for use of the exhibit areas.

Exhibitor agrees that this Agreement shall be interpreted and enforced under Ohio law, and this Agreement can only be entered and/or interpreted in the state or federal courts in the State of Ohio. Exhibitor, by executing this Agreement, either online or in writing, submits to the jurisdiction of any and all Ohio courts. Any dispute, cause of action or claim for relief, between Exhibitor, ITEC, Show Management and the I-X Center regarding the terms, enforcement, interpretation, administration or performance of this Agreement shall be submitted to the Ohio Arbitration Association for binding arbitration pursuant to the Uniform Arbitration Act as codified in Ohio law.

DATES AND LOCATION

ITEC Show Management reserves the right to make changes to the exhibit hours and, in the event such changes become necessary, will advise exhibitors as far in advance as possible.

The Show will be held at the International Exposition Center (I-X Center), One I-X Center Drive, Cleveland, Ohio 44135. The dates and hours are as follows:

Exhibitor Move-In:

Thurs., Sept. 13, 2012..... 8:00 AM – 4:30 PM

(Exhibitors will be issued "target times" for the arrival of show freight.)

Fri., Sept. 14, 2012 8:00 AM – 4:30 PM

Sat., Sept. 15, 2012 8:00 AM – 4:30 PM

Sun., Sept. 16, 2012 Dark

Mon., Sept. 17, 2012 8:00 AM – 4:30 PM

All exhibits must be fully installed by 4:30 p.m. on Mon., Sept. 17, 2012.

Show Days/Hours: (Exhibitors may enter the exhibit halls at 8:00 a.m. on Show Days)

Tues., Sept. 18, 2012..... 10:00 AM – 5:00 PM

Wed., Sept. 19, 2012 10:00 AM – 5:00 PM

(Networking Cocktail Reception will be on the Exhibit Floor: 5:00 PM – 7:00 PM)

Thurs., Sept. 20, 2012 10:00 AM– 4:00 PM

Exhibitor Move-Out:

Thurs, Sept. 20, 2012..... 4:00 PM – 11:00 PM

Fri., Sept. 21, 2012..... 8:00 AM – 4:30 PM

Sat., Sept. 22, 2012..... 8:00 AM – 12:00 PM

All exhibits must be fully removed by 12:00 PM on Sat. Sept. 22, 2012.

ELIGIBILITY

Show Management reserves the right to determine eligibility of Exhibitor for inclusion in the Show prior to, or after, execution of the agreement.

A. Appropriateness of Exhibits

ITEC reserves the right to refuse the application of any exhibitor whose display materials, product, or overall exhibit is deemed inappropriate for presentation at a tire manufacturing/distribution event. In the event it is not clearly apparent that a company and/or its products/services are directly related to the field of tire manufacturing or distribution, ITEC will request sufficient information to determine a company's relationship to the field. Based on a review of the information submitted, ITEC will either grant or deny the right to participate in the Exhibit Program.

B. Criteria

To exhibit in the Show, Exhibitor must meet one of the following criteria:

► Products displayed are manufactured, packaged and marketed under Exhibitor's trade style or brand name and are tire or aftermarket related.

► Service Providers may exhibit given that the service is provided to, or for, the tire manufacturing and/or aftermarket industry.

Notwithstanding the foregoing, Show Management has the sole and exclusive right to accept certain companies that may conflict with this provision if it finds such acceptance is in the best interest of the Show.

Regardless of whether the Exhibitor is a manufacturer or service provider, all Exhibitors must have, at the minimum, the sole and exclusive right to sell the displayed products or services for the entire United States. If Exhibitors are exclusive for the United States, yet not the world, and are not the manufacturer, then such Exhibitor is considered an Exclusive Distributor and must provide Show Management documentation to substantiate compliance with these criteria.

C. Exclusive Distributors

Exclusive Distributors must submit a Letter of Appointment from the manufacturer on the manufacturer's letterhead, within fourteen (14) days of submission of the Exhibit Contract. Exhibit Contracts from Exclusive Distributors will not be considered accepted unless and until a valid letter of appointment is received by Show Management.

Products or services for which the Exhibitor is a non-exclusive distributor may not be displayed, referred to in line cards, catalogs, signs, flyers or brochures, or depicted anywhere in the exhibit. These products can be referred to in corporate capability brochures only.

D. Product Comparisons

Product comparisons or information using product or written materials of companies other than the contracted Exhibitor are prohibited. Show Management will determine the appropriateness of products exhibited, and reserves the right to prohibit display or advertisement of products which are in violation of these Exhibitor Regulations or do not meet the show objectives.

E. Products Displayed

Products displayed must be tires, equipment or automotive and tire industry-related products or services. Exhibitor agrees to advertise or display only such products that are intended for and generally used in a manner that conform to State, Federal, or other applicable laws or regulations. No other products can be displayed or promoted. Exhibitor shall not have in its booth any product or display or distribute advertisements for a product that infringes upon the registered trademark, copyright or patent of another company. If a request is submitted to Show Management for enforcement of certain Intellectual Property rights against an Exhibitor, Show Management shall be under no obligation whatsoever to facilitate or enforce such requested action unless under specific orders from a court of competent jurisdiction.

F. Publishers

Publishers are defined as exhibitors whose primary medium is printed material. To qualify as a Publisher, the exhibitor must be a recognized publisher of books, magazines or newspapers devoted to some aspect of tire manufacturing or the automotive aftermarket. Final determination of eligibility for the Publisher category is at the discretion of Show Management.

EXHIBITOR REPRESENTATIVE

The signer and/or executor of the ITEC 2012 Contract for Exhibit Space, whether online or in writing, shall be the official representative of the Exhibitor and shall have the authority to act on behalf of the Exhibitor. Exhibitor agrees to accept information sent by ITEC via e-mail, fax or any other method of communication.

EXHIBIT SPACE ASSIGNMENT

Show Management reserves the right to decline, prohibit or expel an exhibit which, in its judgment, is out of keeping with the character of ITEC, this reservation being all inclusive as to persons, things, printed matter, product, conduct, sound level, etc.

In the event that any payment is not received when due, the relevant booth space will be released and Exhibitor will be subject to fees in accordance with the cancellation policy.

A. Assignment/Transfer

This 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 assignee shall display only products or services manufactured or marketed by the assignor, except with the express written consent of Show Management. In the event of such an assignment, assignor must provide written notification to Show Management at least thirty (30) days prior to the Show.

B. Booth Change Request List

In order to be placed on a Booth Change Request List for an improved booth location, exhibitor must submit a request either on-line or in writing to Show Management.

In order to be assigned a new booth from the List, an exhibitor must be fully paid, to date.

C. Floor Plan

Show Management reserves the right to rearrange exhibitors or adjust the floor plan to accommodate the best interest of the Show. The floor plan maintained by Show Management shall be the official floor plan. Changes may occur at any time to accommodate Show needs.

D. Limitation of Services

The I-X Center will provide electrical power, water and light as may be reasonably required as well as reasonable heating and/or air conditioning on Show days only. The determination of what shall constitute reasonable for these purposes shall be defined in the sole and unfettered discretion of the I-X Center.

E. Method

The method of determining space assignment shall be established by ITEC from time to time, as it determines is in the best interest of the Show. Show Management reserves the right to relocate exhibits at any time to accommodate Show needs.

F. Non-Exhibitors

Non-exhibiting firms are not allowed to distribute promotional materials in the exhibit area or demonstrate their products in another vendor's space. Non-exhibiting firms may not demonstrate products in another company's space.

G. 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 assigned exhibit space without the prior written consent of Show Management.

INDEMNITY

Exhibitor agrees to indemnify ITEC, Crain Communications Inc and its co-sponsors, service contractors and the I-X Center (and each of their parent, subsidiaries, affiliated companies, directors, officers, employees, contractors and agents) (the "Indemnified Parties")

against all liabilities, suits, fines, damages, claims and expenses (including, but not limited to, reasonable attorneys' fees) that may be imposed upon, incurred by, or asserted against the Indemnified Parties because of any of the following arising out of or related to ITEC:

- (a) any act or omission to act incurring in, on or about the I-X Center or an official conference hotel or en route to or from the Show by Exhibitor or its respective officers, employees, contractors or agents (the "Indemnifying Party");
- (b) without limiting the foregoing, any negligence on the part of the Indemnifying Party;
- (c) any accident or injury (including death), to any person or damage to any property (whether belonging to the Exhibitor or any other person or entity) occurring in, on or about the I-X Center or any official conference hotel or en route to or from the Show during the Show (including Move-In and Move-Out), except to the extent the same was caused by the grossly negligent, reckless or willful act or omission of an Indemnified Party;
- (d) any liability that may be asserted against an Indemnified Party or any lien or claim that may be alleged to have arisen against or on the I-X Center, an official conference hotel, or en route to or from the Show in connection with the Show under the laws of the State of Ohio or any other governmental authority as a result of such Indemnifying Party's act or omissions;
- (e) all fees, charges or taxes due to the City of Cleveland (other than real property, ad valorem taxes or taxes based on income to Owner or its employees) and all sales taxes arising out of or due to the presence of the Indemnifying Party at the Show.

INSURANCE AND LIABILITY

Exhibitor agrees to maintain, at its sole cost, adequate insurance to fully protect ITEC and any co-sponsors, Show Management, service contractors and the I-X Center from any and all claims arising from Exhibitor activities including, but not limited to, the installation, operation and dismantling of Exhibitor displays. This includes claims under the Workers' Compensation Act or for personal injury, death, or for damage to property. Exhibitor is responsible for any and all damages caused by the Exhibitor, its employees and agents. Exhibitors must carry: Statutory limits for workers' compensation coverage; and Commercial general liability including products and completed operations, independent contractors' personal injury and blanket contractual liability insurance; all with limits of at least \$1,000,000 per occurrence and \$2,000,000 in aggregate. The coverages must be evidenced by a Certificate of Insurance with a 30-day notice of cancellation provision to the holder. The certificate must name ITEC, Crain Communications Inc and the I-X Center and their respective affiliates, officers, employees and agents as additional insureds and be provided to Show Management at least 30 days before the proposed exhibit date.

Certificates should be sent to:

ITEC SHOW MANAGEMENT; RE: ITEC 2012 Certificate of Insurance, 1725 Merriman Rd., Akron, OH 44313 USA
email: itecinfo@crain.com

The Exhibitor understands that neither ITEC nor the I-X Center maintains insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance.

ITEC shall not be responsible for any damage or injury (including death) that may occur to Exhibitor, its agents, servants, employees, or property from any cause whatsoever, except the gross negligence, recklessness or willful misconduct of ITEC, its agents or employees, arising out of ITEC duties under this contract. Exhibitor hereby expressly releases and waives all claims of any kind against ITEC, Crain Communications Inc and any co-sponsors, service contractors and the I-X Center, except as described in the preceding sentence.

ITEC and the Exhibitor agree to waive the right of subrogation by their insurance carriers to recover loss sustained under the respective insurance contracts for real and personal property. ITEC, its staff, employees or agents assume no responsibility or liability whatsoever in matters relating

to restrictions imposed on any Exhibitor by any governmental agency.

A. Damages

Exhibitor shall yield the exhibit areas back to the I-X Center at the conclusion of the Show, in good condition and repair, ordinary wear and tear excepted. Any costs incurred by Show Management or the I-X Center to restore the exhibit areas to its condition prior to the show, including but not limited to removal of signs, balloons, tape and other things not removed by Exhibitor, shall be the responsibility of Exhibitor. Exhibitor is responsible for all damage to any property caused by Exhibitor personnel.

MOVE-IN / MOVE-OUT / EXHIBIT INSTALLATION & DISMANTLE

A. Display Installation Deadline

All displays must be in place by 4:30 PM on Monday, September 17, 2012. Display material, cartons and refuse must be removed from the aisles, and empty crates labeled and ready for removal by 3:00 PM on the last move-in day. Any space not occupied by the time set for completion of installation of exhibits may be reassigned at the discretion of Show Management, and no refunds will be issued to Exhibitor unless special arrangements have been approved by Show Management. Exhibitor must keep the exhibit open and staffed at all times during the show hours.

B. Early Move-out

Exhibitor shall not initiate tear-down, packing, or abandon exhibit prior to the official end of the Show. In the event Exhibitor does so, the Exhibitor will be subject to a fine and loss of one or more seniority points and may be refused the right to exhibit at future ITEC events, at the sole discretion of Show Management.

C. Exhibitor-Appointed Contractors (EAC)

All Exhibitors using the services of an EAC are responsible for ensuring that the EAC conforms to the regulations included in the Exhibitor Services Manual. If you are utilizing the services and the materials of an outside contractor or a display house, the supervisor may be used and, at times, may be required; however, all labor must be performed by I-X Center personnel. The I-X Center must approve the use of all Exhibitor Appointed Contractors.

D. Freight Target Times

Exhibitors are assigned a specific date and time by Show Management to systematically unload freight at show site. Missing this time may result in additional fees.

However, this does not apply to hand-carry freight. Exhibitors may also ship freight to the I-X Center warehouse prior to the show. Any freight received at the I-X Center's warehouse will be delivered according to target times.

E. Labor

The Exhibitor agrees to abide by all agreements between Show Management, the I-X Center, or any of its agents pertaining to using union labor in the exhibit areas, and to abide by all labor regulations as stated in the Exhibitor Services Manual. Show Management is not liable for changes in union regulations.

The labor entity's jurisdiction does not cover the placement of Exhibitor's products on display, the opening of cartons containing Exhibitor's products, nor the performance, testing, maintenance or repairs of Exhibitor's product.

I-X Center employees are prohibited from accepting gifts, gratuities or other favors from parties doing business with the I-X Center.

The following will be provided by I-X Center union labor at prevailing rates:

▶ Crate removal, storage, and return.

▶ Power-operated equipment must be operated by I-X Center personnel.

▶ All in-booth electrical wiring and final electrical connections.

▶ An exhibitor may use two of their own employees for booth set-up. If more than two exhibitor employees are used, the third worker must be I-X labor. Any additional exhibitor employees must be matched with I-X Center labor on a one-to-one basis (i.e. if four exhibitor employees are used, the third and fourth must be matched with two I-X Center employees; if six exhibitor employees are used, the I-X Center labor match will be four, etc.) Exhibitor employees are defined as those having been on the payroll for a minimum of sixty (60) days prior to the Event; otherwise, booth setup must be performed by I-X Center personnel. Proof of employment must be provided upon request of I-X Center management (i.e., old pay stub). Exhibitor personnel may set-up the booth, provided the booth, walls, and fixtures can be completed without

use of saws, pipe wrenches or power tools. Most hand tools can be used. Power-operated equipment cannot be used for booth setup/dismantle unless I-X Center labor is ordered. Battery operated hand tools are permitted. For safety reasons, Exhibitors may not do any installation work that requires standing on a ladder over 30" high.

F. Late Installation

If installation of any exhibit has not started by 4:00 PM on the last move-in day, then Show Management shall erect the exhibit and Exhibitor will be billed for and agrees to pay for all charges incurred. Show Management shall not be liable for damages that may occur during this installation.

G. Material Handling

All material handling during move-in and move-out, as well as the movement of empty crates and the operation of material handling equipment, must be performed by the I-X Center. The I-X Center has the responsibility of managing docks and scheduling vehicles for the smooth and efficient move-in and move-out of the Show. The I-X Center is not responsible for any material it does not handle.

Vehicles for display entering the building are subject to material handling charges.

Exhibitors may hand carry or use two wheel dollies to move their materials in and out of the I-X Center through designated doors.

Convertible dollies must be left in the

two-wheel position. All other dollies are prohibited unless used by I-X Center personnel.

Freight must be consigned to the exhibitor or in care of the I-X Center. All drayage charges must be paid prior to delivery to the booth.

All charges incurred in shipping and/or handling of shipments by I-X Center personnel shall be the responsibility of the Exhibitor.

The I-X Center is not responsible for loss or damage to shipments.

H. Move-out Security

Exhibitor personnel should remain in the contracted exhibit space until Exhibitor's display materials are secured and accepted by the freight carrier. Show Management and the I-X Center assume no responsibility for exhibit material left unattended in the exhibit hall during move-out.

I. Objectionable Exhibits

If for any reason Show Management deems an exhibit and/or its contents objectionable, the exhibit shall be subject 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 Show Management, is detrimental to the Show. In the event such a restriction is enforced, Show Management shall not be liable for refund of exhibit space rental fees or exhibit equipment rental fees, except at its sole discretion. Exhibitor hereby expressly waives any right and all claims, actions or demands for damages, costs and expenses, including without limitation, legal fees, against the I-X Center, Show Management, their directors, officers, agents, employees and/or servants for such restriction or removal.

J. Outbound Freight

All freight must be ready for shipment no later than 12:00 noon on Saturday following the show or the I-X Center will remove it at Exhibitor's expense. Exhibitor further agrees to indemnify and hold Show Management harmless against any and all claims which may arise from the dismantling, including without limitation, damages to the premises, the display or personal injury due to holding over by Exhibitor past its allotted time of occupancy.

K. Safety Requirements

Exhibitor shall not allow its display to block the view of, or impede access to fire alarm boxes, fire hose cabinets, fire extinguishers, fire strobe lights, or other safety equipment.

L. Services

All electrical services, water, gas, etc. must be provided by the I-X Center personnel. See the Exhibitor Service Manual for order information.

M. Smoking

Smoking is prohibited in the I-X Center.

N. Space Abandonment

Any space not claimed and occupied by 4:30 PM on the last move-in day may be resold or reassigned by Show Management without obligation on the part of Show Management for any refund to the Exhibitor whatsoever.

O. Timely Dismantle

Exhibitor agrees to dismantle display as soon as practical after the end of the Show. If teardown of the exhibit has not commenced by 12:00 noon the day after show close, then Show Management shall have the exhibit dismantled at the Exhibitor's expense.

OPERATING MACHINERY

Exhibitor will be permitted to operate any engine or motor or machinery inside the premises within the following parameters: (See Exhibitor Service Manual for more information)

A. Booth Noise

Excessive noise that distracts or is objectionable to neighboring exhibitors is prohibited. Music or noise emitting from the exhibit space cannot exceed 85 decibels.

Exhibitors receiving requests from Show Management to reduce the music volume or noise level must conform immediately to the request or be subject to having the power to the sound system disconnected. If after receiving a second warning that they are in violation, the power to the sound system will be disconnected for the remainder of the day. If there is a third violation, power will be disconnected for the remainder of the Show. ITEC reserves the right to adjust or move any exhibit that is deemed to be in violation at the expense of the exhibiting company.

B. Electrical

Electrical equipment and wiring require evidence of testing and approval by a nationally recognized testing laboratory, and must conform to the electrical codes and regulations. Hardwire connections and terminations of 208 and 480 volt lines require a minimum of one hour electrical labor to connect and one hour to disconnect.

Once electrical drops are made, exhibitors may plug in their own equipment and do any fine tuning or adjusting necessary.

C. Fire Regulations

The exhibitor assumes all responsibility for compliance with local, city, and state ordinances and regulations covering fire, safety, and health. No flammable or gas substance, explosives or combustible materials can be used on the exhibit floor. No flammable decorations or covering for display fixtures can be used, and all fabrics or other materials used for decoration or covering shall be flameproof. All wiring devices and sockets shall be in good condition and meet the requirements of local law.

(See Exhibitor Service Manual for more information)

D. Hazardous Materials

Harmful or noxious odors or fumes must be negligible and contained within the display. Hazardous materials are prohibited unless approved in writing by Show Management. Exhibitor is responsible for the proper care, handling, security, removal, and disposal of all hazardous materials entered upon I-X Center premises by

Exhibitor, as required by current Environmental Protection Agency or other applicable standards in effect at the time of occupancy.

Disposal of hazardous materials or toxic waste must comply with all city, state, and federal laws.

E. Inspection

All displays will be inspected during move-in days and any Exhibitor deviating from the regulations must make modifications to its exhibit at Exhibitor's expense prior to Show opening.

F. Outdoor Exhibit Space

The rules and regulations for exhibiting in designated outside areas are covered in a separate Exhibit Contract. Please contact your sales representative for more information.

G. Prohibited Materials/Chemicals.

Exhibitor is prohibited to use or store oils, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purposes, or any agent other than electricity for illuminating purposes.

H. Services

Exhibitors are responsible for ordering and payment of all optional equipment and contracted services. In the event an exhibitor fails to make timely arrangements for optional equipment/services, ITEC, the I-X Center, the official service contractor or other service contractors will not be held responsible or liable for exhibitor's inability to operate, perform, or conduct business due to any resulting delays in installation.

I. Set Back

Machines, equipment, or props shall be set back a minimum of 5 feet from the aisle. Any demonstration or activity that results in excessive crowding or obstruction of aisles or prevents ready access to nearby exhibitors' booths will be considered an infringement on the other exhibitors' rights. ITEC reserves the right to adjust or move any exhibit that is deemed to be in violation at the expense of the exhibiting company.

OPERATION AND CONDUCT

A. Accidents/Incidents

Any accident or incident involving Exhibitor's booth or booth personnel must be reported to Show Management as soon as possible. Show Management will create a report of the incident, and where applicable, provide Exhibitor with a "Theft/Damage Report" or "Injury Report."

B. Activities

Neither Exhibitor nor any affiliate thereof shall conduct any meeting or event during Show Days that would encourage attendees to leave the Exhibition or its sessions/activities. Only Exhibitors with advance written permission of ITEC will be permitted to have meeting rooms or hospitality/business suites at any of the official ITEC hotels or I-X Center. ITEC reserves the right to control activities associated with the Show, including those sponsored by Exhibitor during the Show Days, whether inside or outside of the I-X Center. Exhibitors must inform ITEC of any hospitality suites, functions, classes, seminars or exhibits being held at venues other than the Exhibit Hall and must receive express written consent from ITEC for said activities prior to the Show. With the exception of business or internal staff meetings, Exhibitor is not permitted to schedule or be affiliated with any meetings, functions, classes, seminars, exhibits or hospitality events that compete with ITEC or its official events.

C. ADA Regulations

The I-X Center is in compliance of ADA regulations.

D. Advertising Outside Exhibit Space

Exhibitor shall not, without the written consent of Show 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. Exhibitor shall not post or exhibit any signs, advertisements, show bills, lithograph posters or cards of any description on any part of the premises of the I-X Center, except within the Exhibitor's booth space and upon such space as is made available for such purposes by the I-X Center and Show Management. Nothing can be affixed to the walls, columns or carpet.

E. Attire

All personnel of Exhibitor, including personnel retained by Exhibitor to be in its booth, must wear appropriate apparel at all times. This requirement prohibits, among other items, bathing suits, thongs, lingerie, excessively short skirts, painted bodies and transparent apparel. Show Management reserves the right to make determinations on appropriate apparel. Business casual attire is recommended. Exhibitors who are uncertain with regard to compliance with the appropriate apparel and entertainment regulations are encouraged to consult with Show Management in advance of the Show.

F. Booth Restrictions

Exhibitor's exhibit or product may not extend beyond the limits of the Exhibitor's booth and no part of any exhibit or product may extend into any aisle. No Exhibitor shall so arrange its exhibit so as to obscure or prejudice adjacent Exhibitors in the opinion of Show Management. Use of any engine, motor or machinery inside the I-X Center must be in compliance with the parameters set forth in the Exhibitor Service Manual.

G. Distribution of Literature

Distribution of advertising material and exhibitor solicitations of any sort shall be restricted to the Exhibitor's booth. All distributed materials must be available to all Exhibition attendees so long as the materials are offered. Samples of handout material, other than company literature, must be screened and approved in advance by ITEC. Show Management may, at any time, withhold or withdraw permission to distribute any material it considers objectionable for any reason.

H. Entertainment, Music

All music and entertainment must be in good taste and not include any lyrics that are inflammatory, sexually explicit, sexist, gangster rap or that promote activities of any type that defame or denigrate women, law enforcement or other established authorities. Dancing and modeling shall not include any lewd or sexually suggestive poses or actions. Show Management shall be the final authority on the acceptability of music played by Exhibitors and the activities of booth models and entertainers. Violators are subject to immediate closure of their booth, removal of booth personnel and/or closure of the exhibit for the duration of the Show.

I. Exhibit Personnel

Attendants, models, and other employees must confine their activities to the contracted exhibit space. Exhibitor's personnel and representatives may not enter the exhibit space or loiter in the area of another Exhibitor without permission from that Exhibitor, and at no time may anyone enter an exhibit space that is not staffed. Violators may be ejected from the Show and Exhibitor is subject to a loss of seniority points.

Exhibitors shall not photograph or video the exhibit or product of another Exhibitor. No photographs or filming shall be made without the written permission of ITEC and the exhibitors involved. Booth photography will be permitted only by the designated ITEC official show photographer.

Neither the exhibit area nor other areas of the I-X Center shall be used for any improper, immoral, illegal or objectionable purpose. Exhibitor may not harass or antagonize another party, remove anything from any Exhibitor's booth, register or give a badge to anyone not qualified to be in the Show, show or photograph or video another Exhibitor's booth or products. Furthermore, any Exhibitor desiring to serve legal papers upon another Exhibitor must contact Show Management and may not serve such papers in the exhibit halls.

J. Food and Beverage.

Alcoholic beverages may not be served within an Exhibitor's exhibit space without written consent from Show Management. Alcoholic beverages may not be served during exhibit move-in or move-out under any conditions. The official I-X Center caterer must provide food and/or beverage items served within an Exhibitor's exhibit space. Preparation of food within the contracted exhibit space is prohibited. Exhibitor may bring in a personal water bottle for their individual consumption but cannot bring into the I-X Center any food or multiple beverages/water bottles of any kind to be distributed from their booth. Exceptions include hard candies/mints or gum to be distributed from the confines of their booth.

K. Intellectual Property Rights

If it is determined, at the Show, that your company may be in violation of another Exhibitor's Intellectual Property Rights and you are requested to remove the product from display, but refuse to do so, then, in the event that following the Show it is determined by a court of competent jurisdiction that your company was in violation, then your company may be prohibited from participating in future ITEC Shows.

L. Lotteries and Prize Contests

The operation of games of chance or lottery devices, or the actual or simulated pursuit of any recreational pastime is permitted only upon prior written approval of Show Management.

M. Maintenance

Exhibitors must make daily arrangements to keep their booths clean and free of accumulated rubbish. ITEC reserves the right to clean any exhibit that is deemed to be in violation at the expense of the exhibiting company.

N. Non-Exhibiting Companies

Non-exhibiting firms may not distribute promotional materials nor demonstrate products in another exhibitor's booth, or anywhere in the I-X Center, its parking lots, or in any official ITEC hotel's public space.

O. Outboarding

Companies eligible to exhibit at the Show that do not exhibit, but host buyers at a venue away from the Show or were found to be soliciting buyers during the Show, may be prohibited from exhibiting in future ITEC shows and shall forfeit all seniority points. No registration credentials will be issued to any employees of such company.

Exhibiting companies are encouraged to protect their investment and report any violators to Show Management.

P. Retail Sales

Sales are permitted on the exhibit floor. Items offered for sale must be part of the exhibitor's existing product line. The sale of novelty or theme items (i.e., t-shirts, bags, etc.) is prohibited unless approved by Show Management. For Sale/Sold signs, price tags, or other merchandising information are not allowed. Exhibitors are not permitted to sell retail products for delivery at the Show without Show Management's written approval. Orders may be taken for future delivery only.

PHOTOGRAPHY/VIDEO RECORDING

No exhibit, performance or event presented at the Show shall be photographed, videotaped, broadcast or recorded for commercial use, sale or distribution of any kind without the express written consent of Show Management. If found in violation of this section, Exhibitor agrees to surrender recording media immediately at the request of Show Management and is subject to a loss of seniority.

No entity may use any audio or visual devices, including film, videotape, DVD, webcam, or any other similar methods which may be available to capture audio or visual images of the Show or its events without written permission of Show Management. No entity may supply, sell or resell any audio or visual material of any ITEC Show without the express written consent of Show Management. No entity, with the exception of official ITEC licensees, may represent that it is the official, authorized, or sole provider of Show content or coverage.

Furthermore, Exhibitor hereby waives its right of refusal to have its personnel, as well product or exhibit, to be photographed, video taped, broadcast or recorded in any medium for any use whatsoever by Show Management or its designated official and authorized agency, including without limitation, uses by Show-authorized or sanctioned media producing broadcasts derived from material gathered at the Show.

Exhibit booth photography will be permitted only by the designated ITEC official show photographer.

A. Copyrighted Material

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 Show, unless the Exhibitor has previously thereto obtained written permission from the copyright or trademark holder. Exhibitor acknowledges that 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. Exhibitor warrants that in the performance of this Agreement, 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. 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 Show Management and the I-X Center and their directors, officers, agents, employees and servants from and against all claims, costs and expenses, including legal fees, demands, actions and liabilities of every kind and character whatsoever 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.

SECURITY

ITEC will schedule 24-hour security to provide protection of the exhibit area. Exhibitors reserving large blocks of booth space should consider retaining additional security for their space. Order forms for security will be included in the Exhibitor Service Manual. ITEC and the official service contractor assume no responsibility for damage or loss of boxes or crates.

The right is reserved to immediately remove and/or prosecute anyone for the following reasons:

- ▶ Use or possession of firearms
- ▶ Use of illegal or controlled substances
- ▶ Theft
- ▶ Alcohol or drug abuse
- ▶ Neglect of duty
- ▶ Abusive language
- ▶ Vandalism
- ▶ Threats or assault
- ▶ Other inappropriate actions

SHOW SENIORITY RULES

Any authorized assignments are the sole discretion of ITEC Show Management. Awarding seniority points creates no rights for exhibitors. Seniority points are provided to exhibiting companies strictly for the purpose of determining placement of one exhibit location in the next/following show and have no other value. The program of providing seniority points for determining placement may be changed at any time by ITEC. ITEC reserves the right to establish placement of companies in any fashion that ITEC determines best serves the purposes of the Show, regardless of prior exhibit space assignments or number of points that have been awarded.

A. Seniority Points

- ▶ Each company exhibiting at ITEC will receive one seniority point regardless of booth size starting from ITEC 2008.
- ▶ Each company exhibiting at ITEC will receive one seniority point for every 100 square feet of booth space purchased starting with ITEC 2012
- ▶ The method for the order of selecting booth placement in the next ITEC (after 2012) will be based on the Total Seniority Points earned.
- ▶ In the event two or more companies' contracts have the same points the process for determining the order for booth selection for the next ITEC will be based on the date the ITEC contract for the previous year was received.

No points are awarded if a company pays the exhibit rental price but does not exhibit. Subject to the forfeiture rules (see Seniority Points Forfeiture), if a company does not exhibit during any particular year, points accrued from previous years of participation are carried forward but no additional points are awarded. Points are awarded to the company indicated as "COMPANY" in the Contract for ITEC 2012 Exhibit Space and not to subsidiaries, divisions or brand names. An Exhibitor cannot increase seniority points by any purchase, acquisition or merger except as outlined in the section Seniority Points Transfer.

B. Transfer

Seniority Points are transferable as follows:

- ▶ Effect of Merger/Acquisition on Space Selection (Multiple Companies with Pre-Existing Seniority) - In the event two or more companies with pre-existing seniority are merged into one entity or are collectively owned by the same parent company and are then all exhibiting at an ITEC Show, then all companies will be able to select their booths at the same time based on the highest of the seniority numbers.

► Seniority of Multiple Companies during Merger/Acquisition – While multiple companies are collectively owned by the same parent company, or are merged into one entity, then all pre-existing entities will continue to accrue seniority for each year in which they exhibit at the ITEC Show either separately or in the same booth.

C. Forfeiture Of Seniority Points

Forfeiture of seniority points for any of the merged companies due to absence from the ITEC Show will not be applicable during such merger/acquisition period if the parent company continues to exhibit at the Show during that period.

► Seniority of Multiple Companies Post-Merger/Acquisition – In the event one or multiple entities/divisions of the merged company that had pre-existing seniority before the merger are divested in its entirety from the parent company through the sale of its brands, product lines, operations and assets, such divested company will retain the seniority it had prior to the merger plus the seniority it earned while a part of the merged entity. The former parent company only retains the seniority it had prior to the merger either through its own Show activity or through other acquisitions.

Except as specifically set forth herein, sale or transfer of a name, product line, tooling or a portion or segment of a company shall not constitute transfer of a company for purposes of these Exhibitor Rules and Regulations.

Seniority Points Are Forfeited As Follows:

► Except as specifically set forth under “Transfer” category above, companies that dissolve or discontinue operations or have been acquired forfeit all seniority points.

► Q Commencing with the next ITEC Show, (after 2012), exhibitors that fail to exhibit at the Show for a period of time, for any reason whatsoever, shall not forfeit their seniority points

► Exhibitors can forfeit all or a portion of their seniority points as a consequence of any action that is in violation of the Exhibitor Rules and Regulations.

► Companies that do not exhibit but host buyers at a venue away from the Show or were found to be soliciting buyers during the Show are banned from exhibiting in the Show for one to three ITEC’s as determined by ITEC Show Management and shall forfeit all seniority points. No registration credentials will be issued to any employees of such company.

► Forfeited seniority points cannot be restored. ITEC Show Management is the final authority on all questions regarding this policy. For further information regarding seniority, contact Show Management.

VIOLATIONS

The Exhibitor shall be bound by the rules and regulations set forth herein, and by such additional rules and regulations which may be established by the I-X Center and Show Management including, but not limited to, those contained within the Exhibitor Services Manual. Show Management shall enforce all Show rules and regulations, and its decision on these matters will be final and binding. All matters and questions not covered by the regulations shall be subject to the final judgment and decision of Show Management. Any violation by the Exhibitor of any of the terms and conditions herein shall subject Exhibitor to cancellation of the Agreement to occupy exhibit space and to forfeiture of any monies paid on account thereof. Upon due notice of such cancellation, Show 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