

EVENT TERMS AND CONDITIONS

MANAGEMENT: The Event will be conducted under the direction of PAACE Automechanika Mexico, LLC, 3200 Parkwood Circle, Suite 500 West, Atlanta, Georgia; designated as "Management" in this document. An "Exhibitor" is an applicant that has been accepted for participation in the Event by Management. Acceptance of an Exhibitor shall be in written confirmation. The issuance of a Booth confirmation notice, in response to a submitted Exhibitor Contract, shall conclude the contact of participation between Management and the Exhibitor. The Exhibitor and Management acknowledge these Event Terms and Conditions as the elements of the contract of participation. Violations of any of the Event Terms and Conditions of the contract shall entitle Management to exclude an Exhibitor from the Event and seek remedies for damages caused by such violations. The Exhibitor must comply with the Event Terms and Conditions relating to the officially designated show contractors.

CONDITIONS OF PAYMENT: Any dispute by Exhibitor with any exhibition event services provided by Management or any affiliate, or the amount charged for the same shall be reported to Management in writing within 15 days from the date of invoice relating to same, time being of the essence (but such dispute shall not affect Exhibitors obligation to make payment within 15 days as set forth below). Failure to report any such dispute within such time shall constitute a waiver of any claim by Exhibitor with respect to such dispute. Whether sums are due under contract or open account, it is understood that all invoices are due upon receipt and are considered delinquent if not paid within 15 days from the date of invoice or the date as indicated on the invoice. Should timely payments not be made as stated, Exhibitor agrees to pay all collection agency fees and expenses, and other costs of collection, including reasonable attorney fees and court costs which may be incurred by Management or any affiliate in pursuing and collecting payment. The liability of Exhibitor shall be joint and several with Third Parties. The party executing this agreement on behalf of Exhibitor acknowledges that it has the authority to do so and that by its execution it has caused Exhibitor and Third Parties to be jointly and severally bound by the terms hereof. Exhibitor represents that Third Parties will immediately be notified of the terms hereof. Notwithstanding to whom bills are rendered, Exhibitor and Third Parties shall remain jointly and severally obligated to pay to Management the amount of any bills rendered by Management within the time specified and until payment in full is received by Management. Payment by Exhibitor to Third Parties or by Third Parties to Exhibitor shall not constitute payment to Management.

USE OF EXHIBIT SPACE: The Exhibitor contracts to use the booth for the duration of the Event in conformity with Management's guidelines. Management has the right to relocate a booth at its discretion. The Exhibitor and its representatives shall conduct themselves in a business-like manner. In cases of disruptive and unprofessional behavior, exhibitor has the right to ask disruptive individuals to leave its booth. Show management reserves the right to revoke trade show participation privileges from such individuals. Exhibits may not obstruct overall view or hide the exhibits of others. Unusual or specially built booths must have Management approval. Management reserves the right to restrict or remove exhibits that are distracting or distract from the character of the Event. Booths must be set up prior to the opening of the Event. Management has the right to re-allocate a booth at its discretion if the Exhibitor has not appeared or begun to set up the booth 3 hours prior to the opening of the Event. The Exhibitor will assume the cost of any additional services/equipment required for their respective exhibit 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 contracted in the assigned exhibit space without the prior written consent of Show Management.

BOOTH PACKAGE RATE: Includes booth construction, company signage, carpet (show color), table, (2) chairs, 1 electrical outlet, lighting, exhibitor manual, booth staff badges (3).

BOOTH RESPONSIBILITY: It will be the responsibility of the company who contracts the space to maintain personnel in the booth at all times during the show hours. Any Exhibitor who starts to pack or dismantle their booth prior to the show closing will be charged a fee of \$1,000 and may forfeit any seniority to future shows.

EVENT SCHEDULE: The duration of the event, set-up times and hours of operation shall be published in the Exhibitor Manual. Construction and dismantling hours must be adhered to unless written approval is received from Management.

SALES ACTIVITIES: All retail sales activities must have written approval by Management; royalties or commissions resulting from sales activity must conform with the Event Terms and Conditions.

PHOTOGRAPHY: Management has permission to use the likeness of any person and/or products exhibited in photographs and in any and all other media, whether now known or hereafter existing. The exhibitor waives the right to inspect or approve the finished product, including written or electronic copy. Additionally, all rights to royalties or other compensation arising or related to use of the photograph are waived by the Exhibitor.

ADVERTISING AND PUBLICITY: All exhibitor promotional material and goods are limited to the designated display area. Exhibitors may not carry out publicity activities outside the boundary of the booth or in front of the Event without written permission from Management. Acoustic presentations are permitted only if they are arranged in a way that other Exhibitors are not disturbed by them and visitors are not disturbed or hampered by them. Management reserves the right to cease any publicity/presentations that have not been approved and do not meet the standards of the Event.

MEDIA AND PRESS RELATIONS: Any activities conducted by the media whether arranged by Exhibitor or separately shall be conducted through the Management Press Office.

LIABILITY: PAACE Automechanika Mexico LLC, Messe Frankfurt, Inc., Automotive Parts Remanufacturers Association, Motor & Equipment Manufacturers Association, and Specialty Equipment Market Association cannot and do not assume any responsibility or liability for the actions, information, products and services offered by exhibiting companies. Exhibitors and visitors

acknowledge that all negotiations held among them are private in nature and independent of their contractual relationship, if any, with PAACE Automechanika Mexico and the other aforesaid entities." Show Management cannot and will not assume any responsibility or liability for the actions, information, products and services offered by exhibiting companies. Exhibitors and visitors acknowledge that all negotiations held among them are private in nature and independent of their relationship with Messe Frankfurt, its partners and sponsors in the organization of PAACE Automechanika Mexico City.

FORCE MAJEURE AND CANCELLATION: In the event of fire, disaster, terrorism, threat of terrorism, civil disturbance, government or travel advisories, lockdowns, shutdowns, or other restrictions, hazardous weather, act of God, infectious disease, strike, war, acts of war, venue unavailability, or any other unforeseen occurrence that, in the sole opinion and discretion of PAACE Automechanika Mexico LLC renders the fulfillment of this contract commercially unreasonable, including commercially unreasonable financial impact to Management, PAACE Automechanika Mexico LLC will have the following options exercisable in its sole discretion upon notice to the Exhibitor ("PAACE Automechanika Mexico LLC Notice of Election of Option"): (1) postpone the show to a future date(s) in which case the Exhibitor's contract will be automatically amended to be applicable to those dates, including use of assigned space under the contract's rules, regulations, terms, and conditions, without any right of cancellation or refund by or to the exhibitor; (2) cancel the currently scheduled show, but hold a future edition of the show at a later time in which case the Exhibitor's contract will be automatically amended to be applicable to the next future edition of the show on that show edition's show dates including use of assigned space under the contract's same rules, regulations, terms, and conditions without any right of cancellation or refund by or to the exhibitor; or (3) cancel the currently scheduled show, and not hold a future edition of the show. If Management elects option 3. Exhibitor's contract will be automatically cancelled as of the date of the PAACE Automechanika Mexico LLC Notice of Election of Option and Management, as its sole obligation to Exhibitor and the Exhibitor's sole remedy, shall within thirty days of the date of the PAACE Automechanika Mexico LLC Notice of Election of Option refund to Exhibitor the money paid by Exhibitor as exhibit booth rental only, less a proportionate share of all expenses incurred by Management as related to the exhibits, including, but not limited to: facility rental fees, packaged utility fees, and general contractor services (if applicable). For the avoidance of doubt, if Exhibitor's share of such expenses exceeds the money paid by Exhibitor as booth rental, Exhibitor will not be obligated to pay that difference to Management. In the unlikely event a show must be closed for force majeure during the actual event dates, Management will prorate an amount of exhibit booth rental fee based on the duration of the show. Those funds will be transferred to the next edition of the show in accordance with item 2 above if Management intends to hold a next edition or refunded to Exhibitor less prorated expenses in accordance with item 3 above if Management elects not to hold a future edition of the show. Except for the aforesaid rights and remedies, Exhibitor shall have no other claims or rights to damages against Management arising out of a force majeure event, including, but not limited to, claims and damages for additional, unplanned or other expenses of the Exhibitor, Exhibitor waives all such claims. The information contained in Management's marketing materials is preliminary and is subject to change.

SECURITY AND LIABILITY: All local, state and federal laws shall be observed during the Event in the exhibition area. The Exhibitor shall observe all safety regulations of the facility, directives by security personnel and Management personnel. The Exhibitor shall be liable for all damage to persons or property, economic losses which have been caused by booth construction, booth equipment, exhibits and any employees acting on its behalf. The Exhibitor shall obtain all required permits prior to the commencement of the Event and have them available for inspection by Management. Management will provide Security during the construction of and dismantling times as well as throughout the duration of the Event, but will not be liable for the loss or damage of any exhibitor property. No one under the age of 18 will be permitted on the show floor at any time.

INSURANCE: The Exhibitor is responsible to provide sufficient insurance protection.

EXHIBITOR MANUAL: Specific information about booth construction, dismantling, transport companies, packing materials and rules, Exhibitor services etc. will be contained in the Exhibitor Manual.

PREVENTION: The Exhibitor shall not use any flammable decorations or coverings for display purpose. All fabrics or other material used for decoration purposes shall be flameproof. The Exhibitor shall comply with all applicable fire regulations.

BOOTH DISMANTLE: The exhibition area is to be returned by the Exhibitor in the same condition as it was handed over. In the case of any damage to the exhibition area or the halls (structure, floor, cables, ducts, etc.), it shall be repaired at the Exhibitor's expense. If the clearance of the booth has not been undertaken in good time, Management may have it cleared and the goods put in storage at the expense of the Exhibitor. Management shall assume no liability for exhibits left behind.

COMMERCIAL TRADEMARK AND OTHER COMMERCIAL RIGHTS: Management expects exhibitors to honor commercial trademarks and other commercial rights. In case of documented trademark or other commercial right infringements, Management reserves the right to exclude an exhibitor from the current and future events. This stipulation does not create an obligation for Management to take such action. Management does not accept any liability for commercial rights infringements that may be committed by an exhibitor.

AMENDMENTS: Any amendments to this contract shall only be accepted in writing and must be approved in writing by Management.