

1. Booth Construction and Services

Exhibition booths and other material intended for use within the Exhibit Space must comply with SAE Show Management Rules and Regulations which are in effect at the time this contract is signed. Booth plans must be submitted to SAE Show Management for approval no less than ninety (90) days prior to the opening date of the exhibition.

2. Installation and Dismantling of Exhibits

Installation and dismantling of exhibits may not begin before the specified starting times and must be completed by specified completion times.

3. Cancellation or Reduction of Exhibit Space

In the event of an exhibition space cancellation, SAE must receive written notice of such cancellation. If more than one-hundred and twenty (120) days prior to the opening day of the exhibition, then SAE shall retain a service charge equal to 50% of the rental cost of the space. If a cancellation takes place less than one-hundred and twenty (120) days of the opening day of the exhibition, the exhibitor is liable for 100% of the rental cost of the space.

In the event of an exhibit space reduction; SAE must receive written notice of such reduction. If more than one-hundred and twenty (120) days prior to the opening date of the exhibition, then SAE shall retain a service charge equal to 50% of the rental cost of the space not used.

SAE Show Management reserves the right to move, consolidate or to otherwise make changes of the exhibit floor should it be necessary for the best interest of the Exhibition. This could potentially involve relocating initially selected exhibit space up to thirty (30) days prior to move-in or the start of the event.

4. Space Payment

Payments due are per the *Payment Terms* described in the Exhibit Space contract. At the time the contract is signed a 50% deposit is due. The balance of the contract is due no later than one-hundred and twenty (120) days prior to the opening of the exhibition. Failure by the exhibitor to pay the total rental cost by the due date may be considered a cancellation of exhibit space by SAE Show Management and may result in the exhibitor being prohibited from participation in the exhibition. Purchase orders will not be recognized as an acceptance of the Exhibit Space Contract. Exhibits may not be erected unless the total rental cost has been received by SAE.

5. Sub-leasing

Exhibitor shall not allow any other corporation or firm or its representatives to use the space allotted to the exhibitor, nor shall the exhibitor display articles not manufactured or normally sold by the exhibitor. Co-participation by any other corporation or firm or its representatives in space assigned to the original applicant must be authorized by written permission from SAE, and shall incur an additional charge of 25% of the total cost for exhibit space for each additional participant.

- Sub-leasing or multiple company sharing of exhibit space is subject to the following conditions:
 - a. National Government, Trade Associations and Manufacturers' Representatives may contract for a multiple company exhibit
 - b. Minimum space allocation shall be 100 square feet per company represented.
 - c. All co-tenants agree to be bound by the terms and conditions of this contract.

6. Termination or Interruption of Exhibition

In the event the site where the exhibition is to be held, in the sole determination of SAE, becomes unfit for occupancy or is substantially interfered with because of picketing, strike, embargo, injunction, act of war, act of God, act of terrorism, fire, emergency declared by any government agency, or by virtue of any ordinance or law of any Municipal, State, or Federal governmental agency or any act beyond the control of SAE, this agreement may be terminated by SAE. In the event of such termination, the exhibitor waives all damages against SAE.

7. Liability and Indemnification

Neither SAE nor the management of the site shall be liable for damage, loss or destruction of the exhibits because of fire, theft, accident or other destructive causes, and exhibitors shall rent exhibit space at their sole risk. Neither SAE nor the management of the site nor any of their employees, agents, or servants will be accountable or liable for accidents to exhibitors, their employees, agents or servants. The exhibitor shall be liable to SAE and/or the site for any damage done to the building and/or the furniture and fixtures contained therein which shall occur through acts or omissions of the exhibitor, its employees, agents or servants.

The exhibitor hereby assumes the entire and full responsibility and liability for and agrees to indemnify and hold harmless SAE International, its officers, directors, members, staff and other representatives from and against any and all claims, damages, injury (including without limitation, death at any time resulting there from), loss or expense (including without limitation, all attorney fees and other expenses of any arbitration or litigation) of any nature resulting from any injury or damage to any person or property which occurs within the exhibitor's exhibit space or as the result of any act or omission of the exhibitor, its employees, agents or servants.

8. Restrictions

- Photo, video, or audio recording of sessions or materials presented in sessions without written permission from SAE are prohibited. *Attendees are permitted to bring camera equipment onto the exhibit floor. Exhibitors retain the right to restrict photography of their products or displays and such decisions are within the discretion of the exhibitor and are not controlled by SAE International.*
- Booths must be staffed by technical specialists who are qualified to discuss engineering details of the development and products/applications of their company. Competitive products/applications may not be displayed, referenced, or otherwise employed for comparative purposes.
- Exhibitors must not schedule, foster, or conduct outside activities that would take qualified attendees away from the event without written consent from show management. This includes, but not limited to, scheduling of private functions, cocktail parties, special events, receptions, conferences, open houses, news conferences or other hospitality function.
- Exhibitors may not have any media outlets (radio, television, etc.) broadcast from their booth or any other conference area without the expressed written consent of SAE International.
- Any distribution of literature or samples must be limited to the exhibitor's booth, technology salon or hospitality suite.

9. Insurance

The Exhibitor must, at own expense, obtain and maintain comprehensive general liability insurance, on an occurrence based policy, with a limit of not less than \$1,000,000 per occurrence/\$2,000,000 aggregate combined singled limit bodily injury/property damage (including products and completed operations coverage and host liquor liability), Automobile Liability insurance no less than \$1,000,000 combined singled limit and Workers' Compensation (statutory limits) coverage. Exhibitor agrees to add SAE International as an additional insured on its General Liability policy.

10. Interpretations and Amendments

SAE reserves the right to interpret these regulations as it deems proper to ensure the success of the exhibition and to further the educational purposes of SAE International. The exhibits are intended to supplement the information disseminated at the technical sessions.

11. Value Added Tax (VAT)

When applicable, SAE is required to charge VAT to all exhibiting companies, with the exception of any exhibiting companies who are themselves VAT registered in the country hosting the event and who are able to prove this to the satisfaction of SAE. The appropriate percentage rate of VAT will therefore be added at the checkout in addition to the net exhibit fees stated and will be payable to SAE at the same time. If you are a business entity, you may be eligible to obtain a refund of this VAT from the European country's government by submitting a valid claim under the 13th Directive (non-EU business entity) or under the Refund Directive (EU business entity not VAT registered) within the statutory deadline. Further information can be obtained from the local tax authorities or by contacting a VAT reclaim agent such as Meridian Global Services (info@meridianglobalservices.com).

12. Consent to Use of Images

Please note that photographs and video taken by or on behalf of SAE of event activities and attendees shall be the property of SAE. By registering for an SAE event, you consent to the use by SAE of any photograph or video in which you appear, including for promotional purposes, in print, digital, or other format, without notice or compensation to you.