EXHIBITING SUPPLIER REGULATIONS

CONFERENCE DAYS: Monday, January 18- Thursday, January 21, 2027
PRODUCT EXPO DAYS: Tuesday, January 19- Wednesday, January 20, 2027
Gaylord Texan Resort & Convention Center * Grapevine, Texas USA

1. CONFERENCE OBJECTIVE

Heavy Duty Aftermarket Week (HDAW) or the "Conference" is a trade conference owned by Auto Care Association, CVSN (Commercial Vehicle Solutions Network), and MEMA Aftermarket Suppliers, providing a marketplace for all traditional tools, replacement parts, equipment, supplies, chemicals, accessories and heavy duty automotive related products and services associated with the independent heavy duty aftermarket and for facilitation of the appropriate exchange of information about new products, marketing concepts and techniques. The Conference is open to "Exhibiting" suppliers, including manufacturers, independent heavy-duty distributor and service/repair specialists, export management firms, as well as advertising/public relations, manufacturers' representatives and others associated with the independent heavy duty aftermarket industry as accepted by Conference Management. Others attending the Conference include qualified/approved non-exhibiting suppliers, press and other heavy duty aftermarket related firms, such as marketing groups and associations.

2. DEFINITIONS

The Conference is owned by Auto Care Association, CVSN (Commercial Vehicle Solutions Network), and MEMA Aftermarket Suppliers. William T. Glasgow, Inc. manages the Conference. Auto Care Association, CVSN, MEMA Aftermarket Suppliers, and William T. Glasgow, Inc. are hereinafter referred to collectively as "Conference Management" or as the context requires "HDAW". The exhibit hall, parking lots, air space and grounds of the Gaylord Texan Resort & Convention Center are hereinafter referred to as the "Exhibit Areas." These Exhibiting Supplier Regulations shall include and incorporate by reference the General Information sheet.

The Application and Contract for Exhibit Space, these Exhibiting Supplier Regulations, and exhibiting supplier consent to receive communications (either via email, mail, or facsimile) sent by or on behalf of Conference Management, and the Conference contractors and service providers and any other regulations adopted by Conference Management, shall constitute the "Agreement" between HDAW and the exhibiting supplier. The Application and Contract for Exhibit Space and these HDAW Exhibiting Supplier Regulations are hereinafter referred to as the "Agreement".

3. LOCATION AND DATES

A. **Site:** The site of the HDAW'27 Conference is the Gaylord Texan Resort and Convention Center, located at 1501 Gaylord Trail, Grapevine, Texas 76051

B. **Setup:** Sunday, January 17- Monday, January 18

C. **Product Expo:** Tuesday, January 19- Wednesday, January 20

D. **Teardown:** 1:00 p.m., Wednesday, January 20- 10:00 am, Thursday, January 21.

Early Tear-Down. Exhibitors at the Conference, hereinafter referred to as "Exhibiting Suppliers", shall not tear down prior to 1:00 p.m., Wednesday, January 20. It is understood that premature tear-down detracts from the overall merit of the Conference. Exhibiting suppliers found to be dismantling their booth prior to 1:00 p.m. on Wednesday, January 20, will be subject to a $500 fine, loss of seniority for that year and will not be permitted to exhibit in 2028.

4. APPLICATION AND FEES

A. Exhibit Space Application and Contract. Submission of an Application for Exhibit Space and/or payment does not guarantee that exhibit space will be assigned. Please note the following:

- While every reasonable effort will be made, Conference Management cannot guarantee that all requests for exhibition space will be made.
- **Conference Management cannot guarantee the same location as the previous year.**
- The booth size and configuration indicated on the Exhibit Space Application and Contract will be used for the booth assignments.
- The minimum booth space is 10 ft. x 10 ft. (100 square feet).
- Exhibiting Suppliers may only select one size configuration.
- Exhibiting Suppliers may not combine two (2) 10 ft. x 10 ft. linear/standard corner booths.

B. **Approval.** HDAW is not a public event and organizer approval is required for all Exhibiting Suppliers.

The Agreement becomes legally binding between the Exhibiting Supplier and Conference Management once Conference Management remits acknowledgment of receipt of application and invoice, and the Exhibiting Supplier agrees to comply with

all rules and regulations, including any adopted subsequent to the date of the Agreement. Conference Management reserves the right to reject applications for space or terminate this Agreement with or without cause, and in its own discretion based on its belief regarding the best interests of the Conference.

C. Fees. Exhibit space rental fee is $41.90 per square foot for ADS (Association of Diesel Specialists), Auto Care Association, CVSN, and/or MEMA Aftermarket Supplier members or $73.90 per square foot for non-members. Standard booths are 10' deep x 10' wide. Booths assigned on a corner will be charged $850.00 per corner. Peninsula booths will be subject to an additional $1,365 corner charge. Island booths will be subject to an additional $2,465 corner charge. Island configurations cannot be guaranteed. In addition, corner booths for linear/standard configurations cannot be guaranteed, and corner charges will be applied to invoices after booths are assigned. **Each 10'x10' exhibit space cost includes two (2) full Conference registrations. Additional conference registrations will be charged $525 each for member companies or $875 each for non-member companies.**

D. Member Rates. To qualify for member rate, the Exhibiting Supplier must be a manufacturer or exclusive distributor member of ADS, Auto Care Association, CVSN, and/or MEMA Aftermarket Suppliers in good standing from the time of contract submission through the conclusion of the Conference. Please contact the associations direct for membership information.

E. Payment. Exhibiting Supplier shall submit, with the application, 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 Conference Management by Monday, November 9, 2026. Checks must be made payable to HDAW **in U.S. funds only** and mailed to 10070 West 190th Place, Mokena, IL 60448.

F. Cancellations and Refunds. Cancellation of all or portion of any exhibit space must be made in writing. Conference Management shall retain $350 as an administrative fee for any cancellation of exhibit space received prior to October 5, 2026. After October 5, 2026, the following refund schedule will be strictly adhered to. When written notification is received from:

* On or after October 6 to November 9, 2026, Conference Management shall retain 50% of rental cost of each 10' x 10' booth space cancelled as liquidated damages.
* On or after November 10, 2026, Conference Management shall retain 100% of rental cost of each 10' x 10' booth space cancelled as liquidated damages. If an Exhibiting Supplier has completed its application, paid any portion of the rental cost, but has not received a booth number assignment, the Exhibiting Supplier is entitled to 100% of rental cost of each 10' x 10' booth space.

There shall be no refunds for exhibit space cancelled after Tuesday, November 10, 2026. In the event the HDAW Conference is sold out, or the Conference is not held due to terrorist acts, airline strikes, strikes at the Conference facility or other matters not fully and solely within the control of Conference Management, refunds may be allocated towards next year's HDAW Conference at the discretion of Conference Management.

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

5. ELIGIBILITY

A. Conference Management and Organizers reserve the right to determine eligibility of all Exhibiting Supplier for participation in the Conference, prior to or after execution of the Agreement.

B. Criteria. To exhibit in the Conference, Exhibiting Supplier must meet one of these criteria:

1. A manufacturer shall be a company who 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 him as an Exhibiting Supplier/manufacturer by reason of such exclusivity.

2. Manufacturer representative firms are not allowed to be Exhibiting Suppliers. A manufacturer's representative firm may work in an exhibit for an Exhibiting Supplier. The Exhibiting Supplier that the manufacturer's representative firm is representing must have their company name on the exhibit contract and on any promotional pieces. The manufacturer's representative firm may not list its name on the exhibit contract.

3. Service Organization: In considering the eligibility of an applicant in this category, Conference 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 them under the provisions of Subparagraph 1.

4. Buying Organizations: For purposes of determining Exhibiting Supplier eligibility, buyer organizations shall be classified as distributors and thus are ineligible.

Franchisors, buyer groups (as distinct from buyer organizations) and the like would fall within this category.

5. Institutional Exhibiting Suppliers: For the purposes of determining the eligibility of applicants in this category, which shall include trade magazines, consumer magazines, any and all publishers, advertising agencies, and any whose function might be construed as a service to either a manufacturers or buyer, the determinant shall be whether or not the promotion and sales efforts of such applicants are directed towards Exhibiting Suppliers or distributors. Where such a function is clearly a dual one, Conference Management shall consider the applicant eligible on condition that he promotes or endeavors to sell only that part or element of his service to those categorized as Distributor Executives at an HDAW Conference. Thus, as an example, a trade magazine publisher would be forbidden to sell advertising space.

C. Products Displayed. Products to be displayed must be heavy duty parts, accessories, equipment or other industry related products or services. No Exhibiting Supplier shall display any products or display or distribute advertisements for a product which is considered by Conference Management to infringe on another Exhibiting Supplier's U.S. intellectual property rights (patent, trademark, trade dress or copyright). ***Please note:*** **An Exhibiting Supplier may not use or reference a competitor's product in a demonstration or any type of comparisons.**

Exhibiting Supplier agrees to advertise or display only those products that are intended for sale and generally used in a manner that conforms to State, Federal or other applicable laws or regulations.

Conference 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 Conference objectives or conform to these Regulations.

D. Counterfeiting and Intellectual Property. An Exhibiting Supplier may not display (I) any counterfeit products, (II) another manufacturer's products which have been purchased or lifted from another manufacturer, (III) any products which are deemed by Conference 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 Exhibiting Supplier. Decisions as to whether a violation of this provision has occurred are at the sole discretion of Conference Management. Exhibiting Suppliers that display products on the exhibit floor or offer products in its catalogues or other media displayed or accessible at HDAW that are considered by Conference Management, in its sole judgement, to infringe on another Exhibiting Supplier's U.S. IP rights (patent, trademark, trade dress or copyright) will face sanctions by Conference Management. Sanctions are up to Conference Management and may include closing the booth, together with a ban from the Conference and loss of seniority privileges and other sanctions as deemed appropriate by Conference Management. The owners of HDAW- Auto Care Association, CVSN, and MEMA Aftermarket Suppliers- urge all manufacturers who file complaints about IP and/or counterfeiting violations at HDAW to honor a two (2) week embargo on issuing press releases relating to the complaint(s). Exhibiting Suppliers that choose to issue a press release take full responsibility for the accuracy of all statements and information contained in the press release.

HDAW is confident that all Exhibiting Suppliers seek to maintain the highest standards of compliance with American law and industry standards. For any questions concerning HDAW rules, regulations and compliance procedures on this, or any other matter prior to the Conference, please contact William T. Glasgow, Inc. at 708-226-1300. During the Conference, please direct any problems concerning possible IP violations to the Conference Management office, located in the Longhorn Marble Foyer of the Gaylord Texan Resort and Convention Center.

E. Noncompliant Product. An Exhibiting Supplier may not show any products, or another manufacturer's products which have been identified by the Department of Transportation, National Highway Traffic Safety Administration (NHTSA) to Conference Management as failing to comply with the applicable Federal Motor Vehicle Safety Standards (FMVSS). Exhibiting Suppliers that display products on the exhibit floor or offer products in their catalogues displayed at HDAW that are (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 Conference Management. Sanctions are up to Conference Management, and may include closing the booth, together with a ban from the Conference and loss of seniority privileges and other sanctions as deemed appropriate by Conference Management. For any questions concerning compliance with FMVSS, please contact the Office of Vehicle Safety Compliance, NHTSA at ovscpublic@dot.gov. For any questions concerning HDAW rules, regulations, and compliance procedures prior to the Conference, please contact William T. Glasgow, Inc. at (708) 226-1300. During the Conference, please direct any problems concerning possible violation of FMVSS to William T. Glasgow, Inc. at the Conference Management Office, located in the Longhorn Marble Foyer of the Gaylord Texan Resort and Convention Center.

F. Conference Seniority Rules. Any authorized assignments are subject to the Conference Seniority Rules, implemented by Conference Management.

Exhibiting Suppliers earn one seniority point for each year it exhibits in HDAW.

Transfer of seniority points may occur with the sale of an Exhibiting Supplier company to a non-exhibiting company, provided the Exhibiting Supplier company participated in at least one of the two most recently completed Conferences. Sale of an Exhibiting Supplier to any other Exhibiting Supplier is the only action which can increase seniority points, other than continued participation in HDAW. 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 Conferences.

G. Forfeiture. Seniority points are forfeited as follows:

- 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 supplier company to discontinue operations, all points are forfeited.

H. Exhibiting Suppliers can lose all or a portion of their seniority as the result of exhibit infractions listed below:

- An exhibit that is in violation of Conference regulations must be corrected when notified by Conference Management.
- Any action that is in violation of these Regulations.
- Sub-leasing of exhibit space.
- Any behavior of poor character which Conference Management considers objectionable to the Conference's well-being or anything detrimental to the image of the Conference or Conference Management.
- Seniority points are forfeited if used to acquire exhibit space for a company other than the Exhibiting Supplier possessing the points. Forfeited seniority points are not redeemable. Conference Management is the final authority on all questions regarding this policy.
- A manufacturer that fails to exhibit in two (2) consecutive years loses all seniority.
- Companies that qualify to exhibit, but are not current Exhibiting Suppliers, yet wish to attend HDAW are considered and can only register as a non-exhibiting supplier (NES) (see Section 8, Paragraph E). NESs are prohibited from approaching distributors (for the purpose of selling or demonstrating their products or services) in the exhibit areas or in any hotel or venue in Dallas/Grapevine. NESs are prohibited from holding meetings, functions or renting meeting rooms/hospitality suites. Any company found to be in violation of this will be removed from the Conference and lose all of their seniority and is subject to all other sanctions set forth in these Regulations with respect to the prohibited activity.

In addition, **companies that have previously exhibited or attended HDAW as a non-exhibiting supplier may not attend HDAW unless they are an Exhibiting Supplier.**

6. EXHIBIT SPACE PROVISIONS

A. Equipment, Furniture, Carpet. Standard equipment provided by Conference Management for all linear 10' deep exhibit space rental includes 8' high drapery backdrop and 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. The cost of the carpeting is paid by the Exhibiting Supplier.**

B. 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).

C. Linear Exhibits. All standard linear exhibits are confined to a maximum height of 8' 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.

D. Peninsula Exhibits. Peninsula exhibits (minimum 20' x 20' block of exhibit space, with aisles on three sides) are permitted a maximum height of 20'. The back wall may be built to a height of 14'/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.

Please check the floor plan for columns. There are columns located throughout the exhibit hall. Contact Conference Management for location. This could add an expense to the Exhibiting Supplier's booth display. Neither HDAW, Auto Care

Association, CVSN, MEMA Aftermarket Suppliers, William T. Glasgow, Inc., Gaylord Texan Resort & Convention Center nor Freeman Company are responsible for any additional costs to the Exhibiting Supplier or Exhibiting Supplier Appointed Contractor (EAC) due to column adjustments.

E. 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'. 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.

F. 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 onsite for inspection by Conference Management, the installation and dismantling contractor and governmental authorities. Only peninsula and island exhibits can exceed 14' in height. 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. Exhibiting Suppliers 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 the necessary fire safety precautions, including smoke alarms, fire extinguishers, sprinkler systems, etc. Without limiting any other provision of these Regulations, Exhibiting Supplier hereby agrees to indemnify, defend and hold harmless Conference Management, William T. Glasgow, Inc., Gaylord Texan Resort and Convention Center, Freeman Company, their directors, members, officers, agents, employees and/or servants (collectively, the "Indemnified Parties") from and against any and all liability arising in connection with the construction or use of any exhibit contemplated in this section.

G. Hanging Signs. Hanging identification signs and graphics will be permitted to a maximum height of 20'0" (4.88m), provided written approval is received from Conference Management at least 60 days prior to the Conference. Hanging signs are only permitted within a peninsula or island exhibit. **Peninsula signs may have nothing on the side facing adjacent exhibits.**

H. Installation Exclusions. All exhibits must be free standing. No bolts, screws, hooks, or nails shall be driven into or otherwise attached to the walls of 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. Exhibiting Supplier shall not post any sign of any description except within the confines of the exhibit space assigned.

I. Unfinished Areas. All open or unfinished sides of the exhibit space which in Conference Management's judgment, may appear unsightly, must be covered or Conference Management will have them covered at the Exhibiting Supplier's sole expense. Any portion of the exhibit bordering another Exhibiting Supplier'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 Exhibiting Supplier's expense.

J. Display Vehicles and Heavy Equipment. Display vehicles must have battery cables disconnected, fuel tanks with no more than one gallon of fuel, and fuel tank filter caps equipped with locking caps and/or sealed with tape. Any Exhibiting Suppliers that intend to display a vehicle within the confines of its booth must obtain a vehicle display permit from the Gaylord Texan Resort & Convention Center. The application for Permit can be found online within the Online Exhibiting Supplier Guide. Failure to notify Conference Management and/or apply for the permit no later than three (3) weeks prior to move-in could result in non-admission of the item/service to the exhibit floor.

K. Display Rules. Display Rules and Regulations are included as a part of this Agreement and are provided to and binding on all Exhibiting Suppliers as set forth in the Online Exhibiting Supplier Guide.

L. Online Exhibiting Supplier Guide. Activities, programs, furniture, equipment, and Conference services are fully explained in the Online Exhibiting Supplier Guide, provided to all Exhibiting Suppliers by Conference Management. The regulations included in the Online Exhibiting Supplier Guide are a part of this Agreement.

7. EXHIBIT SPACE ASSIGNMENT

A. Method. The method of determining space assignments shall be established by Conference Management and may be changed from time to time without notice to Exhibiting Suppliers to accommodate what Conference Management perceives as the best interest of the Conference.

B. Floor Plan. Space assignments shall be as indicated on the Application and Contract for Exhibit Space. However, should such conditions or situations warrant, Conference Management reserves the right to rearrange Exhibiting Suppliers or adjust the floor plan to accommodate the best interest of the Conference. The floor plan maintained by Conference Management shall be the official floor plan. Changes may occur at any time to accommodate Conference needs.

C. Subletting Space. Exhibiting Supplier 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 than its own firm in the said exhibit space

without the written consent of Conference Management. Any Exhibiting Supplier 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 HDAW conferences.

D. Assignment/Transfer. The Agreement is non-assignable by Exhibiting Supplier 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, Exhibiting Supplier must provide written notification to Conference Management.

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

8. ADMISSION REGULATIONS

A. Credentials. Admission to the Conference is by official HDAW badge (special badges are distributed for set-up and tear down). Badges must be worn at all times, including set-up and tear down, with participant name and affiliation (if any) clearly visible. Badges are the property of Conference Management and are non-transferrable. Exhibiting Supplier staff must provide a photo ID and their exhibiting supplier company business card to receive badge holders, or replacement badges; without exception. Exhibiting Supplier badges can only be obtained for company booth personnel, this includes company employees and their approved and contracted manufacturers' representatives, ad agencies and PR representatives. Badges cannot be requested for customers, guests, or any other non-company booth personnel. Exhibiting Supplier companies found to be erroneously obtaining exhibiting supplier badges for such individuals will face a penalty of having their booth shut down with no refund and being banned from exhibiting at future HDAW Conferences. Conference Management shall have the right to inspect badges at any time for any reason. Any exhibiting supplier found to be selling badges in any capacity will be prohibited from exhibiting at future HDAW conferences.

B. Children. Children under the age of 16, including infants, will not be allowed anywhere in the exhibit areas, at any time.

C. Pre-Conference Hours Entry. Exhibiting Suppliers, media and manufacturers' representative personnel are allowed to enter the Product Expo at 8:00 a.m. each exhibit day. Any Exhibiting Supplier requiring earlier entry must obtain written permission from Conference Management.

D. Exiting the Hall. Exhibiting Suppliers, media and manufacturers' representative personnel must exit the hall at posted times, and at 5:30 p.m. on Sunday, January 17 and Monday, January 18.

E. Non-Exhibiting Suppliers. Non-exhibiting supplier (NES) badges are for the sole purpose of viewing HDAW for future exhibiting opportunities. The registration fee for non-exhibiting suppliers is $4,190 for member companies or $7,390 for non-member companies, limit of (2) two registrants per company for no more than one-year. This includes all previous HDAW conferences.

Companies that have previously exhibited or attended HDAW as a non-exhibiting supplier may not attend HDAW unless they are an exhibiting supplier.

Non-exhibiting suppliers are prohibited from approaching distributors (for the purpose of selling or demonstrating their products or services) in the exhibit areas or in any hotel or venue in Dallas/Grapevine. In addition, NESs 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 Conference with no refund of any monies paid, lose all seniority and shall otherwise be subject to all applicable sanctions under these Regulations.

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

9. SET-UP

A. Freight. Shipments of displays and exhibit materials arriving prior to the first day of set-up must be sent pre-paid to HDAW, Exhibiting Supplier Name, Booth #, Freeman Company, 5130 Cash Road, Dallas, TX 75247. No shipments will be accepted at the Freeman Company Warehouse prior to Friday, December 18, 2026.

B. Display Installation. All exhibits must be set and in place by 5:00 p.m. on Monday, January 18, 2027. The exhibit hall will be closed to all Exhibiting Suppliers, I&D companies, and Exhibiting Supplier booth personnel at 5:30 p.m. on Monday, January 18, so that all the 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 the 5:00 p.m. deadline.

C. Late Installation. If installation of any crated exhibit has not been completed by 5:00 p.m., Monday, January 18, and no arrangements for set-up has been made, then Conference Management shall order the exhibit to be erected and the Exhibiting Supplier will be billed for and agrees to pay for all charged incurred. Conference Management shall not be liable for damages that may occur during this set-up. In addition, the Exhibiting Supplier will be subject to a $500 fine, loss of

seniority for that year and will not be permitted to exhibit at HDAW‘28.

Conference 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.

D. Space Abandonment. Any space not claimed and occupied prior to 5:00 p.m. on Monday, January 18, 2027, for which no special arrangements have been made, may be resold, or reassigned by Conference Management without obligation on the part of Conference Management for any refund whatsoever.

10. TEAR DOWN

A. Removal of Product or Equipment. Once brought into the Conference, the removal of product and equipment prior to tear down must conform to the Merchandise Removal regulation stated in the Online Exhibiting Supplier Guide. All display materials must remain on the Product Expo floor until 1:00 p.m, Wednesday, January 20. Prior to 8:00 a.m., Thursday, January 21, standard removal rules apply, and any personnel removing merchandise must have a pass approved and issued by Conference Management.

B. Timely Dismantle. Exhibiting Supplier agrees to dismantle its display as soon as practical after the end of the Conference. Exhibiting Supplier further agrees to indemnify and save the Indemnified Parties harmless against any and all claims which may arise by virtue of damage to the premises caused by Exhibiting Supplier’s display or costs paid by Conference Management due to holding over by Exhibiting Supplier past its allotted time of occupancy.

C. Early Tear Down. Exhibiting Supplier shall not tear down prior to 1:00 p.m. on Wednesday, January 20. It is understood that premature tear down detracts from the overall merit of the Conference.

Exhibiting Suppliers found to be dismantling their booth prior to 1:00 p.m. on Wednesday, January 20, will be prohibited from exhibiting at HDAW‘28.

In the event Exhibiting Supplier begins tear-down prior to the above stated time, the Exhibiting Supplier will be subject to a loss of seniority for future Conferences and, at Conference Management’s option, prohibition for exhibiting at future HDAW Conferences.

D. Tear Down Security. Exhibiting Supplier personnel must remain in the exhibit area until the Exhibiting Supplier’s display materials are secured. All products should be securely packed before leaving the exhibit. Conference Management and Freeman Company assume no responsibility for any exhibit material left unattended in the hall during tear down. In no event shall Exhibiting Supplier allow display materials to remain in the exhibit areas after 10:00 a.m., Thursday, January 21. If display or materials remain after such time, Conference Management may remove same, and Exhibiting Supplier shall be liable for and agrees to pay all costs for dismantling and storage. Conference Management shall not be liable for any damage to the display or materials due to their removal or storage.

11. OPERATION AND CONDUCT

A. Regulation and Restriction. Conference 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 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, in any and all adjacent exhibit areas. HDAW reserves the right to restrict Exhibiting Supplier’s use of sound and other devices which may interfere with the best interest of HDAW as a whole. Conference Management is authorized and empowered to **disconnect** the supply of electricity to any Exhibiting Supplier that exceeds said Sound Level maximum, without any liability to said Exhibiting Supplier.

Conference Management also reserves the right to regulate and/or restrict exhibits to suitable methods of operation and display of materials. These sound restrictions include any product and power equipment in a demonstration that may cause a distraction to neighboring Exhibiting Suppliers that cannot conduct 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 Conference Management, the exhibit shall be subjected to removal at the Exhibiting Supplier’s sole expense. This reservation includes persons, things, conduct, printed matter, signs, or any item of poor character which in the sole judgment of Conference Management is detrimental to the Conference. In the event such an amendment or restriction is enforced, Conference Management shall have no obligation to refund exhibit space rental fees. Exhibiting Supplier hereby expressively 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. ***Please note*: An Exhibiting Supplier may not use or reference a competitor’s product in a demonstration or any type of comparisons.**

B. Retail Sales. Exhibiting Suppliers are not permitted to sell products for delivery at the Conference. Orders may be taken for future delivery only.

C. Prohibited Displays. Exhibiting Supplier 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 Conference Management and must be confined to the exhibit space rented. Helium balloons are not permitted within the exhibit area. Exhibiting Suppliers 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 Conference Management no later than December 7, 2026.

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

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

Exhibiting Suppliers/NESs are not authorized to hold functions offsite and provide private transportation to those functions and trade events from HDAW during official functions.

D. Safety and Security. Exhibiting Suppliers are prohibited from possessing any weapons of any kind while in or on HDAW facilities. For purposes of this prohibition, HDAW facilities mean all exhibit halls and spaces, whether indoor or outside, but does not include parking facilities used by Exhibiting Suppliers 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. Conference Management reserves the right to expel any Exhibiting Supplier that 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 Exhibiting Suppliers, attendees, Conference Management, staff, or contractors.

E. Unauthorized Solicitations/Unapproved Meeting Functions Prohibited. Suitcasing and Outboarding are expressly prohibited. "Suitcasing" occurs when companies or persons attending the Conference as attendees and not as Exhibiting Suppliers "work the aisle" soliciting business from other attendees and Exhibiting Suppliers. "Outboarding" occurs when companies or individuals, including Exhibiting Suppliers, set up events or activities at locations other than the Conference venue that encourages attendees to either leave the Conference or to not attend authorized Conference activities. Therefore, any company or person (a) holding an exhibit, demonstration or display in a Dallas/Tarrant County, TX hotel, suite, meeting room, or other non-official Conference venue during HDAW, or (b) engaging in suitcasing, will face sanctions by Conference Management. Sanctions may include loss of seniority privileges, a ban from the current and future Conferences and other sanctions as deemed appropriate by Conference Management.

F. Exhibit Obstructions. Exhibiting Suppliers are not allowed to obstruct the view, occasion injury, or adversely affect the displays of other Exhibiting Suppliers. This includes demonstrations.

G. Exhibiting Supplier Personnel. All personnel, models/demonstrators must be properly clothed and dressed appropriately at all times and must confine their activities to the contracted exhibit space. Personnel may not enter the exhibit space of another Exhibiting Supplier without permission from that Exhibiting Supplier and at no time may anyone enter an exhibit space which is not staffed. If Exhibiting Supplier personnel enter the exhibit space of another Exhibiting Supplier, without permission from that Exhibiting Supplier, such Exhibiting Supplier is subject to penalties for a rules violation, including a loss of all or portion of its seniority points.

H. 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 Conference Management.

I. Damages and Insurance. Exhibiting Supplier is responsible for all damage to property caused by Exhibiting Supplier personnel. Should such damage occur, Exhibiting Supplier is liable to the owner of the damaged property. Exhibiting supplier must carry insurance for the loss of product or damage of product while exhibiting at HDAW. HDAW is not responsible.

Exhibiting Supplier shall be liable for, and shall insure against, all injuries or damages caused by the acts or omissions of the Exhibiting Supplier or its employees, representatives, servants, agents, licensees, invitees, patrons, guests, or contractors. Exhibiting Supplier agrees to obtain and furnish to Conference Management at least thirty (30) days prior to set-up a certificate of insurance showing that there is in effect a policy of a minimum $1,000,000 combined single limit bodily injury and broad form property damage coverage, including broad form contractual liability in which the Indemnified Parties and their directors, officers and employees are each named as additional insureds. Exhibiting Supplier shall obtain workers compensation insurance, and provide proof of same to Conference Management, for all Exhibiting Supplier's employees.

The Exhibiting Supplier 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 Conference venue Expo leased or used by Exhibiting Supplier which are caused by the acts or omissions of Exhibiting Supplier, or its employees, representatives, servants, agents, licensees, invitees, patrons, guests or contractors. Exhibiting Supplier is also solely responsible for any injuries or damages sustained or caused by it in connection with HDAW, whether or not they occur at the Conference venue. This includes, but is not limited to, booth construction, booth set-up, travel to or from HDAW, activities of the Exhibiting Supplier's employees or third parties subject to the

supervision of the Exhibiting Supplier, or any other activities carried on in connection with HDAW. Exhibiting Supplier shall defend, indemnify, and hold harmless the Indemnified Parties 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 injury to and death of persons, and damage to and loss of property which are caused by, arise from or grow out of Exhibiting Supplier's use or occupancy of the premises or from any breach by Exhibiting Supplier of any condition of this Agreement, or from any act or omission of Exhibiting Supplier, or its employees, representatives, servants, agents, invitees, patrons, guests, licensees, or contractors. The Exhibiting Supplier agrees to make no claim for any act or omission of Conference Management taken in accordance with the Exhibiting Supplier Regulations.

J. Advertising. Exhibiting Suppliers shall not, without the prior written consent of Conference 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 HDAW name and logo (including anything affiliated with HDAW and Conference Management) and any licensed products are strictly prohibited without the express written consent of Conference Management. This includes, but not limited to, Exhibiting Supplier and contractor publications.

K. Food and Beverages. Alcoholic beverages may not be served within an Exhibiting Supplier's exhibit space without prior written permission from Conference Management. Exhibiting Suppliers receiving permission to serve alcoholic beverages must provide a certificate of insurance for Liquor Liability naming Conference Management as additional insured. Alcoholic beverages may not be served during exhibit set-up or tear down under any conditions. Exhibiting Suppliers must have approval of Conference Management before dispensing or distributing any food, snacks or beverages within an Exhibiting Supplier's exhibit space. All food and/or snack and/or beverage within an Exhibiting Supplier's exhibit space **must be provided by the Gaylord Texan Resort and Convention Center Catering Department.** Contact: 817-778-1000. Preparation of food within the exhibit areas is prohibited.

L. Photography/Video Recording. With today's new technology, it is increasingly more challenging to monitor camera use on the exhibit floor. Conference Management asks that all Exhibiting Suppliers monitor photography within their booths.

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

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

Press/Media must obtain permission from Conference Management, photographs must be authorized by the Exhibiting Supplier, and will not be affected by any no photography signs. Conference Management is authorized to record and use audio/visual materials and photographs taken at HDAW.

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

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

M. Drones & Personal Mobility Device Policy. Drones/unmanned aerial vehicles (UAVs), hoverboards, and personal mobility devices—such as segways, skateboards, skates and scooter (motorized or foot-powered) are NOT allowed at HDAW. No Exceptions, other than ADA-approved mobility devices with advance approval by Conference Management. FAA regulations require UAVs/Drones to be flown at least 5 miles from any active airport. The Gaylord Texan Resort & Convention Center is less than 5 miles from Dallas/Fort Worth International Airport. Any of these items reported or found onsite will be confiscated until the Conference ends at 1:00 p.m. on Wednesday, January 20.

N. Authority. Conference Management is the final authority on all matters relating to operation and conduct.

O. Celebrity Appearances/Giveaways. Exhibiting Suppliers may have a celebrity in the booth signing autographs, providing that the line of attendees does not block neighboring Exhibiting Suppliers.

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

P. Exclusivity to Sell. If an Exhibiting Supplier displays products that are not manufactured by the Exhibiting Supplier, but the Exhibiting Supplier has the sole and exclusive right to sell the product for the entire United States, the Exhibiting Supplier must provide Conference Management documentation to substantiate these criteria. 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 Exhibiting Supplier's trade style or brand name and be supported by current cataloging and price sheets.

Q. Demonstrations. An Exhibiting Supplier may not use or reference a competitor's product in a demonstration or any type of comparisons.

12. VIOLATIONS

The Exhibiting Supplier shall be bound by the rules and regulations set forth herein, and by such additional or modified rules and regulations which may be established by Conference Management. Conference Management shall have the power to adopt and enforce all Conference 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 Conference Management. Any violation by the Exhibiting Supplier of any of the terms and conditions herein shall subject Exhibiting Supplier to sanctions, including but not limited to the cancellation of the Agreement to occupy exhibit space and to forfeiture of any monies paid on account thereof. Upon due notice of such cancellation, Conference Management shall have the right to take possession of the Exhibiting Supplier's space, remove all persons and properties of the Exhibiting Supplier and hold the Exhibiting Supplier accountable for all risks and expenses incurred in such removal. In no event shall there be any obligation on the part of Conference Management to return any funds paid by the Exhibiting Supplier.

13. LABOR

A. Labor Contracts and Agreements. The Exhibiting Supplier agrees to abide by all agreements made between Conference Management, the unions, the official Conference service contractor, the Gaylord Texan Resort and Convention Center or any of its agents pertaining to using 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 Exhibiting Suppliers use qualified union personnel for the various services required when installing and dismantling exhibits and for material handling within the Conference, 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 Exhibiting Suppliers in planning for participation in HDAW, Conference Management is certain Exhibiting Suppliers will appreciate knowing in advance that union labor will be required for certain aspects of exhibit handling. To help understand the Conference site work rules, please read the following:

EXHIBIT LABOR

The Decorators Union Local 756 has jurisdiction for the installation and dismantling of all exhibits including carpet, furniture, and hanging signs. All hired labor must belong to Local 756. Labor can be ordered in advance by retuning the Labor Order Form, found within the Freeman Company kit on the Online Exhibiting Supplier Guide, or onsite at the Freeman Company Service Desk.

Three options for installation and dismantle exist in Dallas. Labor may be 1) performed by full-time employees of the exhibiting supplier company, 2) hired through Freeman Company, the official general service contractor, or 3) hired through an exhibiting supplier appointed contractor.

If full-time Exhibiting Supplier personnel are utilized to set an exhibit, they should carry positive Exhibiting Supplier 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 found on the Online Exhibiting Supplier Guide.

HDAW RULES AND REGULATIONS FOR OTHER THAN OFFICIAL SERVICE CONTRACTORS

Persons or organizations other than those designated as official contractors for the Conference who are proposed for the performance of any services within the Conference venue for an exhibiting supplier and approved by Conference Management will:

- Be given the right to provide services requested by an Exhibiting Supplier 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 Conference Management regarding entrance. An Exhibitor-Appointed Contractor (EAC) must have a signed contract with the exhibiting supplier to do the exhibit booth construction for set-up and teardown.
- Possess a public liability and property damage insurance policy for at least $1,000,000, shall be a signatory and conform to current accepted labor contracts.
- Have a true and valid order for service from an Exhibiting Supplier in advance of the Conference move-in date and shall not solicit business upon the exhibit floor or during the move-in dates.
- Provide adequate notice to Conference Management of the Exhibiting Suppliers who have retained them, and

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

- Be responsible for adherence to all rules of ingress and egress in a timely, professional manner, and shall complete his installation prior to 5:00 p.m. on Monday, January 18, 2027, and not to start dismantling/packing prior to 1:00 p.m., Wednesday, January 20, 2027.
- Prior to starting work, furnish Conference 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. Conference Management will, by the employment of a reputable guard service, exercise due diligence in protecting the property of Exhibiting Suppliers from theft, damage by fire, etc., but does not assume responsibility for such losses by Exhibiting Suppliers.

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

- All persons entering or leaving the exhibit area must wear a badge issued by Conference 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 a.m.

In an effort to prevent loss of material once it is inside the exhibit area, Conference Management advises that Exhibiting Supplier:

- Insure material and fixtures from the time they leave the Exhibiting Supplier's plant until 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 Conference, do not leave any product unattended. Hire a security guard that night once exiting the exhibit hall.

Collapsible safety containers are available on a rental basis to Exhibiting Suppliers throughout the installation, Conference, 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. 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 Conference. Re-crate and return it with the display. Help eliminate the carrying of miscellaneous items through the front door after the Conference.

FREIGHT HANDLING

The Teamsters Union Local 745 has jurisdiction for the operation of all material handling equipment, all unloading and reloading, and the handling of empty containers.

An Exhibiting Supplier may "hand carry" materials provided it does not use material handling equipment (forklifts, flatbeds, dollies, pallet jacks etc.). When Exhibiting Suppliers choose to "hand carry" materials, no access to the loading dock/freight door areas will be permitted.

GRATUITIES

Freeman Company requests that Exhibiting Suppliers do not tip its employees by giving money, merchandise, or other special consideration for services rendered. Exhibiting Suppliers 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 Company. Freeman Company 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 Exhibiting Supplier. All questions arising with regards to the union's jurisdiction or practices must be directed to a Freeman Company management representative.

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

1. The drayage contractor has complete control of the loading dock at all times.
2. Exhibiting Suppliers may not leave vehicles unattended at the loading areas. Any unattended vehicles may be towed.
3. Display material must be hand carried. Display material which cannot be hand carried must be moved by the

drayage contractor. Exhibiting Supplier owned carts or dollies will not be allowed.

Conference Management and HDAW are not liable for changes in union regulations.

14. COMPLIANCE WITH LAWS

A. City/State Ordinances. Exhibiting Supplier agrees to comply with and be bound by all laws of the United States and the State of Texas, all ordinances of the City of Grapevine, Tarrant County, State of Texas, 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 Gaylord Texan Resort & Convention Center 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 Exhibiting Supplier's U.S. intellectual property rights.

B. Fire Regulations/Fireproofing Codes. Exhibiting Supplier must conform to all standard fire codes of the City of Grapevine. 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 by the Fire Marshall. Exhibiting Supplier 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 Gaylord Texan Resort & Convention Center **at all times**. In addition, welding is not permitted.

C. The storage of packing boxes, cartons, literature or any other material behind an Exhibiting Supplier's booth is expressly forbidden at any time. Exhibiting Suppliers 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 Conference venue by the ordinance of the City of Grapevine. 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 Gaylord Texan Resort & Convention Center 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 Exhibiting Supplier deviating from the regulations must make modifications to their exhibit at the Exhibiting Supplier's expense prior to the HDAW Conference opening.

F. ASCAP, BMI, SESAC. Exhibiting Supplier 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 Exhibiting Supplier's participation in the Conference, unless the Exhibiting Supplier has previously thereto obtained written permission from the copyright or trademark holder. The Exhibiting Supplier acknowledges that the Exhibiting Supplier 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 Exhibiting Supplier warrants that in the performance of this Agreement, the Exhibiting Supplier 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 Exhibiting Supplier 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 Exhibiting Supplier, its agents or employees upon or within the premises covered by this Agreement, including but not limited to, royalties or licensing fees due to ASCAP, BMI, or SESAC. Exhibitor will indemnify, save, and hold harmless the Indemnified Parties 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.

15. EXHIBITING SUPPLIER APPOINTED CONTRACTORS (EAC)

An Exhibiting Supplier Appointed Contractor (EAC) is any contractor not listed in the Online Exhibiting Supplier Guide. Any Exhibiting Supplier using the services of other than the official Conference contractors must conform to the regulations located in the Online Exhibiting Supplier Guide. EAC's or any type of contractor are not permitted to solicit Exhibiting Suppliers or attendees during set-up days, Conference days, or tear down. 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 Conference, from the beginning of set-up to the end of tear down. However, Conference Management shall not be held responsible for the loss of any material by any cause and urge the Exhibiting Supplier to exercise normal precautions to discourage loss due to theft or any other cause. No responsibility is assumed by Conference Management for goods delivered to the exhibit areas, or for materials left in the exhibit areas at any time. Exhibiting Suppliers are encouraged to insure exhibit property against loss or theft.

17. DISRUPTION OF CONFERENCE

In the event the Conference 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 Conference venue by any government 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 Conference Management at its option. Exhibiting Supplier hereby waives any claim against the indemnified Parties for damages or compensation for such termination should the Agreement be so terminated.

Such expenses include, but not limited to, all expenses incurred by Conference Management as a result of contracts with third parties for the provision of services or products incidental to the Conference, including the Conference Management Agreement with the Conference Manager; all out of pocket expenses incurred by Conference Management incidental to Conference Management; and all overhead expenses of Conference Management attributable to the production of the Conference.

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

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

18. WAIVER OF LIABILITY

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

The Exhibiting Supplier 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 Exhibiting Supplier by any governmental agency.

19. INDEMNITY

The Exhibiting Supplier 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 Conference venue leased or used by Exhibiting Supplier which are caused by the acts or omissions of Exhibiting Supplier, or their employees, representatives, servants, agents, licensees, invitees, patrons, guests, or contractors. Exhibiting Supplier is also solely responsible for any injuries or damages sustained or caused by it in connection with the Conference, whether or not they occur at the Conference venue. This includes, but not limited to, booth construction, booth set-up, travel to or from the Conference, activities of the Exhibiting Supplier's employees or third parties subject to the supervision of Exhibiting Supplier, or any other activities carried on in connection with the Conference. Exhibiting supplier shall defend, indemnify, and hold harmless the Indemnified Parties 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 injury to and death of persons, and damage to and loss of property which are caused by, arise from or grow out of Exhibiting Supplier's use or occupancy of the Conference venue or from any breach by Exhibiting Supplier of any condition of this Agreement, or from any act or omission of Exhibiting Supplier, or its employees, representatives, servants, agents, invitees, patrons, guests, licensees, or contractors. The Exhibiting Supplier agrees to make no claim for any act or omission of Conference Management taken in accordance with, or to enforce, the Exhibiting Supplier Regulations.

20. EXHIBITING SUPPLIER REPRESENTATIVE

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

21. DATA PROTECTION

(a) Conference Management and the Exhibiting Supplier 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 Exhibiting Supplier Guide, shall govern such activity. Each of Conference Management and Exhibiting Supplier shall fully comply with the duties and obligations applicable to each as set forth in the GDPR Data Protection and Information Security Addendum.

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

> HDAW Conference Management will use your contact information to communicate with you as representatives of Exhibiting Supplier for matters related to Exhibiting Supplier's participation in HDAW. Conference Management will also provide your contact information to other HDAW vendors that may contact you about HDAW services such as lodging, booth set up and other similar services. Conference 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 Conference Management to use this information as described, please let us know. You can do so by emailing us at info@hdaw.org, we will no longer contact you and we will request that the Exhibiting Supplier designate another individual with whom we can interact in connection with HDAW.

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

Exhibiting Supplier acknowledges and agrees that HDAW attendees who visit Exhibiting Supplier's booth may permit Exhibiting Supplier to scan the attendee's badge to obtain contact information of the attendee. Exhibiting Supplier 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.

22. AMENDMENTS TO EXHIBITING SUPPLIER REGULATIONS

Conference Management and Owners deem the right to amend the Exhibiting Supplier Regulations from time to time without notice to Exhibiting Suppliers to accommodate what Conference Management and Owners perceive as the best interest of the Conference.