

**SPACE CONTRACT
Particulars**

**DOMOTEX
Middle East**

* Please return filled and signed contracts to: middleeast@domotex.de

| EXHIBITOR DETAILS | | | |
|---|--|-----------------------|--|
| Company | | | |
| Address | | | |
| Tax Registration No. | | | |
| Primary Contact | | Primary Contact Title | |
| Phone No. | | Email Address | |
| Primary Contact Mobile | | Website | |
| Company for invoicing <small>(Note: To be filled if invoicing company is not the same)</small> | | Address | |
| | | Tax Registration No. | |

| ORGANISER & ORGANISER AGENT DETAILS | | | |
|-------------------------------------|--|---------------|-----------------------|
| Organiser | Deutsche Messe AG | | |
| Organiser Agent | Dubai World Trade Centre LLC | | |
| Address | Sheikh Zayed Road P.O. Box 9292, Dubai, United Arab Emirates | | |
| Contact No. | +971 55 5263468, +971 52 5907882 | Email Address | middleeast@domotex.de |

| EVENT DETAILS | |
|-------------------|---|
| Exhibition/Event | DOMOTEX Middle East 2024 |
| Venue | Dubai World Trade Centre, Dubai, United Arab Emirates |
| Exhibition Period | From 23 April 2024 to 25 April 2024 |

| SPACE & STAND OPPORTUNITIES | | | | | |
|---|------------|---|---------------|--------------------------|------------|
| Stand Type | Size (sqm) | Dimension | Price per sqm | Early Bird Price per sqm | TOTAL US\$ |
| <input type="checkbox"/> Raw space (min 24 sqm) | | m x m | \$495 | \$465* | |
| <input type="checkbox"/> Shell scheme package (min 12 sqm) | | m x m | \$590 | \$560* | |
| Additional Remarks | | * Early bird price valid till 15 January 2024 | | | |

| REGISTRATION & INSURANCE FEES (MANDATORY) | | |
|--|--------------------|------------------|
| Registration Fee (Including Insurance Fees) | Flat Rate \$250.00 | Total US\$250.00 |
| Additional Remarks: Insurance fees covers third-party public liability insurance for Exhibitors. | | |

| DESCRIPTION | US\$ |
|---|------|
| Space & Stand Fee | |
| Registration Fee | |
| TOTAL PARTICIPATION FEE: (exclusive VAT) | |
| VAT (5%) | |
| TOTAL PARTICIPATION FEE: (inclusive VAT) | |

| BRAND NAME (MANDATORY) | PRODUCT | COUNTRY OF BRAND |
|------------------------|---------|------------------|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |

NOTES

1. The undersigned hereby confirms and accepts the allocated space as detailed above for the Exhibition Period, and has understood and accepts to be bound by the attached Space Contract Regulations.
2. The undersigned agrees and accepts to pay 100 % (hundred percent) of the Total Participation Fee within 10 (ten) days upon signing of the Agreement. If the payment is not done in 10 (ten) days, the Organiser Agent reserves the right to re-allocate the exhibit space.
3. The undersigned agrees and accepts that unless stated otherwise, amounts payable under this Agreement are deemed to be exclusive of Value Added Tax (VAT).

For and on behalf of Exhibitor:

For and on behalf of Dubai World Trade Centre LLC:

Name:

Name:

Position:

Position:

Date:

Date:

Signature:

Company stamp:

**PAYMENT:
DUBAI WORLD TRADE CENTRE BANK ACCOUNT DETAILS**

| US DOLLAR ACCOUNT | |
|-----------------------------------|---|
| Beneficiary Name | Dubai World Trade Centre, LLC |
| Beneficiary Address | P.O Box 9292, Sheikh Zayed Road, Dubai, U.A.E |
| Beneficiary Account Number | 0512002171202 |
| IBAN | AE220260000512002171202 |
| Swift Code | EBILAEAD |
| Bank Name | Emirates NBD |
| Bank Branch & Address | Head office, P.O Box 777, Baniyas Road, Diera, Dubai, U.A.E |

*** Please return filled and signed contracts to: middleeast@domotex.de**

Exhibitor's Initials: _____

SPACE CONTRACT REGULATIONS

These Regulations are to be read as an integral part of the Agreement.

1. DEFINITIONS AND INTERPRETATION

In addition to terms defined in the Particulars, the following words shall have the meaning respectively assigned to them hereunder, unless the context requires or admits otherwise:

"Agreement" shall mean the Space Contract Particulars executed by the Organiser Agent and the Exhibitor (including Schedule A attached thereto), these Space Contract Regulations and the Exhibitor Manual;

"Applicable Laws" shall mean the local laws and regulations of the Emirate of Dubai and the federal laws of the United Arab Emirates;

"Exhibition" shall mean the exhibition/event as named and dated in the Space Contract;

"Exhibitor" shall mean any person, firm, company, association, organisation and its employees, servants or agents to whom exhibit space has been allocated for the purpose of exhibiting at the Exhibition; represented by the authorised signatory of this Agreement;

"Exhibitor Manual" shall mean the manual of the Organiser Agent's internal guidelines established from time to time and distributed to the Exhibitor prior to the Exhibition for the safe and orderly conduct and close of the Exhibition;

"Exhibition Material" shall mean such goods, exhibits, materials, equipment, stand/s, supplies, merchandise, models, exhibit items, or other property for the sole use of at the Exhibition;

"Exhibition Period" shall mean the period for usage of the exhibit space under the Agreement as specifically mentioned in the Space Contract;

"Force Majeure" shall mean any event or circumstances (or a combination of events or circumstances) which are beyond the reasonable control of the relevant Party, resulting in or causing the failure by that Party to perform any of its obligations under this Agreement (whether in whole or in part), including without limitation: (1) revolution, riots, insurrection or other civil commotion, act of terrorism or sabotage or war; (2) nuclear explosion, radioactive, biological or chemical contamination, ionising, radiation or the identification of such contamination or radiation; (3) general strikes, work stoppages, working to rule, go slow actions and/or lockouts; (4) any effect of the natural elements including lightning, fire, earthquakes, flood, storm, hurricane, tsunami, cyclone or tornado, material change in sea level or coastal subsidence; (5) explosion (other than nuclear explosion or any explosion resulting from an act or war); (6) inability to obtain necessary plant, equipment or material due to blockade, embargo or sanction;

"Insurance Costs" means the costs of obtaining the mandatory insurance cover as prescribed in clause 12.1, and set out under the Agreement;

"Lead Tracking Fee" means (where applicable) the costs of the Lead Tracking Services, as set out under the Particulars;

"Lead Tracking Services" means (where applicable) the service of digital identification and storage of contact details of visitors. The service will enable collection/saving of contact details of visitors who visit the exhibition stand by scanning a bar/QR code displayed on the visitor's exhibition badge;

"Marketing Powerpack Costs" means (where applicable) the costs of the powerpack and/or enhanced internet listing, if any provided by the Exhibitor as set out in clause 12.3 and under the Particulars;

"Objectionable Displays" shall mean any signage, products, services or show performance or literature which could be considered offensive, immoral, contrary to the Applicable Laws, or is politically, socially, racially, or religiously sensitive or such that may cause prejudice to Dubai or the U.A.E or their relations with other countries, trade bodies, associations, clients or is otherwise objectionable in the sole and discretionary opinion of the Organiser Agent;

"Organiser" shall mean the organiser of the Exhibition set out under the Particulars;

"Organiser Agent" shall mean the Organiser's appointed agent who is Dubai World Trade Centre L.L.C;

"Particulars" means the Space Contract Particulars as stated hereinabove;

"Parties" shall mean both the Organiser Agent and the Exhibitor and "Party" shall mean either the Organiser Agent or the Exhibitor;

"Refund" shall mean the refund by the Organiser Agent of monies paid by the Exhibitor under this Agreement, by way of credit note or bank transfer (as deemed appropriate by the Organiser Agent), which shall be issued on such terms and conditions as deemed reasonable by the Organiser Agent, taking into account all relevant surrounding circumstances at such time and acting in a good faith manner;

"Registration Fees" shall mean the fee set out under the Particulars;

"Term" shall mean the term of this Agreement as set out in Clause 21 herein;

"Total Participation Fee" shall mean the sum payable by the Exhibitor to the Organiser Agent in the amount and manner set out in Schedule A to these Regulations (and for the avoidance of doubt shall include the Insurance Costs, Registration Fees, Lead Tracking Fee and Marketing Powerpack Costs);

"VAT" means value added tax or sales tax and any other tax of a similar nature imposed in any jurisdiction;

"Venue" shall mean the venue owned or operated by the Organiser Agent and/or identified under the Particulars; and

"Venue Users" shall mean all the exhibitors at the Centre, tenants of allocated spaces, and includes each of their agents, contractors, employees, invitees and attendees of the Exhibition;

2. USE & ALLOCATION OF SPACE

2.1 The Organiser Agent hereby grants and the Exhibitor accepts the right to use the allocated exhibit space during the Exhibition Period for the purposes of exhibiting at the Exhibition. The Organiser Agent reserves the sole right to alter the allocated exhibit space if deemed necessary and in the best interests of the Exhibition in order to provide a viable layout, provided that such re-allocation shall not reduce the space area purchased by the Exhibitor under this Agreement, in which case, the Organiser Agent shall offer a prorata Refund to the Exhibitor for such reduced space. The Organiser Agent's decision on such re-allocation of exhibit space shall be final and binding on the Exhibitor.

2.2 The Exhibitor covenants and agrees that all governmental and other regulatory approvals required for the display or use of Exhibition Material and its participation at the Exhibition shall be obtained prior to the commencement of the Exhibition (including all licenses or permits which may be required to operate or conduct the Exhibition and to pay all taxes, fees and charges levied against it in connection with the Exhibition).

2.3 The Exhibitor covenants and agrees:

2.3.1 to observe and comply with the reasonable directions of the Organiser Agent;

2.3.2 to be and remain in care, custody and control of the Exhibition Material;

2.3.3 to refrain from any Objectionable Display and forthwith remove and clear any Objectionable Displays, as may be required by the Organiser Agent;

Exhibitor's Initials: _____

- 2.3.4 not to use the Exhibition for any immoral, improper, unlawful or illegal purpose or in a manner which is likely to cause public disorder in or near the Venue, or in a way that might cause harm to any persons or damage to the property of the Organiser Agent or the Venue Users, or in a way so as to cause nuisance or annoyance to the Venue Users;
- 2.3.5 not to, unless permitted in writing by the Organiser Agent and then only in accordance with any conditions imposed, collect any charge or fee for admission to the exhibit space;
- 2.3.6 not to install or exhibit any Objectionable Displays;
- 2.3.7 to observe and comply with Applicable Laws.
- 2.4 Save and except as otherwise agreed in writing between the Exhibitor and Organiser Agent, the Exhibitor shall not be entitled to sublet the whole or any part of the exhibit space. For the avoidance of doubt, the Exhibitor may only sublet subject to (a) the Organiser Agent's prior written approval for the exhibit space to be sublet; and (b) once approved by the Organiser Agent in writing, for the Exhibitor to provide in writing the full name/s of the legal entity/ies they intend to sublet the exhibit space ("Co-Sharers"), including complete details of the Exhibition Material of all those who will sublet. The Exhibitor shall pay the Organizer the applicable Insurance Costs, Enhanced Internet Listing, Registration Fee and Marketing Powerpack Costs for each and every Co-Sharer approved by the Organiser Agent.

3. PAYMENT

- 3.1 The Exhibitor shall pay the Total Participation Fee in the amount, the manner and in accordance with the invoices issued pursuant to in Schedule A.
- 3.2 Time for payment shall be of the essence of the Agreement. Late payments shall be subject to additional compensation calculated at monthly EIBOR rate by Emirates NBD or 5% p.a. whichever is higher.
- 3.3 The Total Participation Fee is payable in full even if the Exhibitor for any reason does not utilise the exhibit space or any part thereof.
- 3.4 Unless stated otherwise in the Agreement, the Total Participation Fee shall be deemed exclusive of any applicable taxes. All amounts expressed to be payable under this Agreement by the Exhibitor to the Organiser Agent which (in whole or part) constitute the consideration for any supply for VAT purposes are deemed to be exclusive of any VAT which is chargeable on that supply, and accordingly if VAT is or becomes chargeable on any supply made by the Organiser Agent to the Exhibitor under this Agreement, and the Organiser Agent is required to account to the relevant tax authority for the VAT, the Exhibitor shall pay to the Organiser Agent (in addition to and at the same time as paying any other consideration for such supply) an amount equal to the amount of the VAT, and the Organiser Agent shall provide an appropriate VAT invoice to the Exhibitor.
- 3.5 The Exhibitor shall pay the Insurance Costs and Registration Costs for each and every Co-Sharer. For each Co-Sharer of the Exhibitor not approved by the Organiser Agent in advance in writing and present at the Exhibition, the Exhibitor shall pay the Organiser Agent immediately and in full, the applicable Insurance Costs, Registration Fee, Marketing Powerpack Costs/ Enhanced Internet Listing costs.

4. CANCELLATION

- 4.1 The Exhibitor shall immediately inform the Organiser Agent in writing of its intention not to utilise the exhibit space contracted for. In the event that no notice is provided whatsoever to the Organiser Agent hereunder then the Exhibitor shall indemnify the Organiser Agent for all costs associated with its non compliance with this provision.
- 4.2 Upon receipt of the written notice in clause 4.1 (but subject to Clause 4.7):
- 5.2.1 all rights granted to the Exhibitor pursuant to the Agreement shall cease and the Organiser Agent shall be at liberty to enter and use the exhibit space; and
- 5.2.2 the cancellation terms set out in Schedule A shall apply.
- 4.3 Subject to clauses 4.4, 4.5 and 4.6, the Organiser Agent reserves the right at all times to change the dates of the Exhibition, in relation to its commencement, duration and conclusion, or to cancel due to Force Majeure.
- 4.4 If the Exhibition is substantively postponed by the Organiser Agent the amount of the Total Participation Fee paid by the Exhibitor shall be carried over in view of the Exhibitor's participation in the postponed Exhibition. For the avoidance of doubt, any credit note issued/carry over shall only be valid for the next annual show edition (unless otherwise agreed between the Parties). If not utilised by the next annual show edition, the credit note/carry over and the amount of the Total Participation Fee paid by the Exhibitor for the Exhibition shall be forfeited to the Organiser Agent. In the event the postponed Exhibition dates are not suitable for the Exhibitor, the Exhibitor may within fourteen (14) days of being informed of the postponement, request for a Refund in the amount equivalent to the amount of the Total Participation Fee paid by the Exhibitor.
- 4.5 In the event of cancellation of the Exhibition by the Organiser Agent without cause the Exhibitor shall be entitled to a Refund, within a reasonable time, of the Total Participation Fee paid by the Exhibitor to the Organiser Agent.
- 4.6 If the Exhibition is cancelled due to Force Majeure, the Exhibitor shall be entitled to a Refund in an amount equal to the Total Participation Fee already paid to the Organiser Agent.
- 4.7 In the event that the Exhibitor has cancelled its participation in the Exhibition as a result of it being impossible for the Exhibitor to attend due to borders being completely closed and a full lock-down in place; then in such circumstances, upon documentary proof being provided to the Organizer's satisfaction, the Exhibitor shall be entitled to a full Refund in an amount equal to the Total Participation Fee already paid to the Organiser Agent.
- 4.8 In the event of cancellation or postponement of the Exhibition under this Clause 4, the Exhibitor shall assume all risks associated with the non-occurrence or delay of the Exhibition and, in particular, the Exhibitor alone shall bear all costs the Exhibitor may have chosen to incur in anticipation of the Exhibition.

5. REDUCTION OF EXHIBIT SPACE

- 5.1 All requests for reduction of exhibit space must be made in writing to the Organiser Agent.
- 5.2 If the written request in clause 5.1 for reduction is received by the Organiser Agent up until twelve (12) weeks before the Exhibition, the Organiser Agent may in its absolute discretion, allow for the reduction, otherwise any written requests for reduction received by the Organiser Agent after this period shall not be accepted.
- 5.3 The Total Participation Fee is payable in full even if the Organiser Agent agrees for a reduction of the exhibit space.

6. STAND BOUNDARIES

All Exhibition Material must be kept within the agreed boundaries of the Exhibitor's exhibited space at all times. No Exhibitor may obstruct the gangways with Exhibition Material, nor may any such Exhibition Material protrude from the boundaries of the exhibit space. All distribution of literature must take place from within the boundaries of the Exhibitor's exhibit space and not in the gangways or any other area within the Venue. Any Exhibitor who continues to cause a nuisance or obstruction after notice has been given will be liable to have their exhibit space cleared by the Organiser Agent at the Exhibitor's own risk and expense.

7. WARRANTY

The Exhibitor represents, warrants and undertakes that it is entering into this Agreement as principal and not as agent or nominee of any third party, and that the Exhibition Material does not infringe or is likely to infringe any patent, trademark, copyright and other intellectual property right of any party and it agrees that in the event of any breach of the representations, warranties and undertakings herein contained, this Agreement may be terminated by the Organiser Agent, and the Exhibitor shall indemnify the Organiser Agent against any and all costs, claims, demands, losses, liabilities, charges, actions, and expenses arising from such termination due to the Exhibitor's breach.

8. SOUND LEVEL

The sound level of audio equipment must be tuned to an acceptable volume and conducted in a way which does not interfere with nor becomes a nuisance to neighboring exhibitors. The Organiser Agent reserve the right to monitor, and where necessary, determine the acceptable level of sound of equipment, entertainment and audio-visual presentations. If the Exhibitor continues to refuse to comply with the request to reduce the volume, the Organiser Agent reserves the right to disconnect all power supplies to the exhibit space and no compensation will be made to the Exhibitor.

9. EXHIBITOR'S RESPONSIBILITY

The Exhibitor is responsible for all claims, actions or costs for personal injury and loss of or damage to property caused by or arising from the erection and dismantling of the stand and anything permitted, omitted or done during the period of the Exhibition including the build-up or tear-down periods, caused by the Exhibitor or any of its contractors, sub-contractors, agents, or the act, omission or neglect of or by any such person or by any Exhibition Material or other article belonging to, or in the

Exhibitor's Initials: _____

care, control, or custody, the Exhibitor. The Exhibitor shall comply with the requirements of the Exhibitor Manual and ensure the contractor and sub-contractor and suppliers likewise comply with its provisions.

10. EXHIBITORS AND PASSES

- 10.1 Every Exhibitor shall ensure their exhibit space is open to view and staffed by competent representatives during the Exhibition opening hours. In the event of any Exhibitor failing to open their exhibit space or uncover their Exhibition Material, the Organiser Agent may do so or may arrange for the exhibit space and Exhibition Material to be removed and the Exhibitor shall be liable for any charges that may be incurred. The Organiser Agent will not be liable for any damage, losses, or expenses sustained by the Exhibitor as a result of this action.
- 10.2 Every Exhibitor, and all persons for whom they may be considered responsible in any way whatsoever, must conduct themselves in such a manner as shall not be objectionable to any other exhibitor or visitor or the Organiser Agent. The Exhibitor shall observe the tradition and social norms applicable in the UAE. Any person who does not comply with these requirements shall be liable, at the discretion of the Organiser Agent, to be immediately removed from the Exhibition and refused re-admission during the period of the Exhibition.
- 10.3 The Organiser Agent shall issue official passes for admission to the Exhibition and no other form of admission pass shall be valid. No Exhibitor shall be admitted to the Exhibition without producing to the gate official the Exhibitor's pass issued to them by the Organiser Agent in addition to some acceptable form of proof of identity. In the event of such a pass being transferred or otherwise disposed of, it shall be immediately forfeited and no further pass will be issued in its place.
- 10.4 The Organiser Agents reserve the right at their sole discretion to withdraw the pass issued to any person if complaints have been received concerning his/her conduct or if there has been a breach of this Agreement.

11. ORGANISER AGENT'S RIGHT OF ENTRY

The Organiser Agent and those authorised by them, have the right to enter the premises of the Exhibition at any time to execute works, repairs, and alterations and for any other purposes deemed necessary. No compensation shall be payable to an Exhibitor for damage, loss or inconvenience so caused.

12. MANDATORY SHOW INSURANCE, MARKETING POWERPACK, REGISTRATION FEE

- 12.1 The Exhibitor shall carry insurance to cover the following risks (a) Public Liability for AED 10 million; (b) Fire Damage for AED 200,000; (c) Medical; Expenses for 5,000 per person; (d) Food and Drink Poisoning for AED 10 million; (e) Damage caused by the Exhibitor to DWTC property for 10 million; (f) Liability arising out of loading and unloading of Exhibition material; (g) Exhibitor to Exhibitor Liability for AED 10 million; (h) Liability due to erection and dismantling of stands; (i) Damage caused to the Exhibitor's property for AED 50,000; (k) Personal Accident (including death and disability) for 3 employees of the Exhibitor for AED 30,000 per employee. The cover must be provided by an insurance company registered in the United Arab Emirates. The Exhibitor will be responsible for filing and settling any claims under the policy directly with the insurance company.
- 12.2 The Insurance cover prescribed in clause 12.1 will be taken out by the Organiser Agent and the Insurance Costs charged to the Exhibitor, which shall be paid in the amount, the manner and in accordance with the invoice issued pursuant to Schedule A. Any policy of insurance obtained by the Exhibitor shall be acceptable only if it complies with all the requirements of clause 12.1 and provided proof or certification of such cover along with the policy terms and conditions are submitted to the Organiser Agent at least two months prior to the commencement of build-up for the Exhibition.
- 12.3 Where applicable and if set out in the Agreement, the Organiser Agent will provide the Exhibitor a marketing powerpack and lead generation & tracking, subject to payment in full of the Marketing Powerpack Costs and Lead Tracking Fee.

13. TERMINATION

- 13.1 The Organiser Agent may take possession of the exhibit space and terminate this Agreement forthwith by written notice to the Exhibitor upon the Exhibitor's failure to meet any of their obligations under the terms and conditions of this Agreement and the Exhibitor Manual, including but not limited to the Exhibitor's:
- a) failure to pay for the Total Participation Fee or any related services within 7 calendar days' written notice;
 - b) failure to set up its Exhibition Material in the exhibit space as per the terms and conditions herein;
 - c) failure to own and maintain valid rights to make, use, perform, sell and display patented products, copyrighted works, trademarks and trade names; or
 - d) violation of any patents, copyright or other intellectual property rights of another exhibitor or third party in any Exhibition Material; or
 - e) involvement in the selling and/or promotion of any counterfeit goods at the Exhibition including goods that, in the sole opinion of the Organiser Agent, do not conform to the permitted show profile of the Exhibition.
- 13.2 In the event that the Organiser Agent terminates this Agreement under Clause 13.1, the Organiser Agent shall be entitled, if necessary, to remove and dispatch such exhibits (at the risk and expense of the Exhibitor) and apply this to the recovery of any monies owed to the Organiser Agent. In addition, all monies paid by the Exhibitor to the Organiser Agent on account of the Total Participation Fee shall be forfeited and the Exhibitor shall pay any outstanding amounts owed to the Organiser Agent on account of the Total Participation Fee forthwith. In addition, the Organiser Agent reserves the right to claim any loss or damages established by the Organiser Agent or arising out of such Termination.
14. **BANKRUPTCY OR LIQUIDATION**
- 14.1 In the event of an Exhibitor becoming bankrupt or entering into liquidation (other than voluntary liquidation for the purpose of amalgamation or reconstruction) or having a receiver appointed, this Agreement will terminate forthwith, and the allotment of exhibit space will be cancelled and all sums paid by the Exhibitor to the Organiser Agent on account of the Total Participation Fee under the Agreement shall be forfeited.
- 14.2 In the event of the Organiser Agent becomes bankrupt or entering into liquidation (other than voluntary liquidation for the purpose of amalgamation or reconstruction) or having a receiver appointed, this Agreement will terminate forthwith, and no further fees will be payable by the Exhibitor to the Organiser Agent.

15. FORCE MAJEURE

A party shall not be in breach of this Agreement nor be liable for any failure or delay in performance of any obligations thereunder arising from or attributable to an event of Force Majeure (with the exception of payment obligations) provided that such party has promptly notified the other party in writing of the nature and extent of the event of Force Majeure causing its failure or delay in performance. If an event of Force Majeure occurs and written notice is served, then the Organiser Agent may terminate this Agreement by written notice and the provisions of Clause 4.6 above shall apply. In the event of the termination of this Agreement pursuant to Force Majeure, neither party shall be liable to the other for any loss or damage of any nature or kind whatsoever suffered as a result of such termination.

16. ASSIGNMENT

The Exhibitor may not assign or transfer any of its rights or obligations under the Agreement without the prior written approval of the Organiser Agent. The Organiser Agent may assign and/or novate the whole or any part of the Agreement to any third party without the consent of but with notice to the Exhibitors. The Agreement shall be binding on the successors – in – title of the respective Parties.

17. SEVERABILITY

If any term or condition of the Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of the Agreement, or application of such term or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term or condition of the contract shall be valid and enforceable.

18. INDEMNITY

- 18.1 The Exhibitor hereby indemnifies and agrees to keep the Organiser Agent indemnified against:
- (1) any and all, proceeding, claim, costs, damages or losses incurred or suffered by the Organiser Agent by reason of breach by the Exhibitor of this Agreement, any regulation or any Applicable Law, or for any act or omission on the part of the Exhibitor whatsoever; and
 - (2) any and all customs, levy, tax, fine or other payment the Organiser Agent is called upon to pay to any authorities on behalf of the Exhibitor in relation to the Exhibition.
- 18.2 The Organiser Agent hereby indemnifies and agrees to keep the Exhibitor indemnified against any and all, proceeding, claim, costs, damages or losses incurred or suffered by the Exhibitor by reason of breach by the Organiser Agent of this Agreement, any regulation or any Applicable Law.

19. LIMITATION OF LIABILITY

- 19.1 Neither Party will be liable to the other Party or any third party for any loss of profits or business, or for any indirect or consequential loss or damage.
- 19.2 The total liability of the Organiser Agent to the Exhibitor for any form of loss or damage incurred by the Exhibitor arising out of or in connection with this Agreement will not exceed the amount of the Total Participation Fee actually paid by the Exhibitor under this Agreement.
- 19.3 The limitations and exclusions of liability in this Clause 19 shall not apply to (i) liability which cannot legally be limited, (ii) liability for death, personal injury, or loss of or

Exhibitor's Initials: _____

damage to property caused by negligence, (iii) liability for fraud or fraudulent misrepresentation.

20. WAIVER

The Exhibitor waives any and all claims (of whatsoever nature) that it may have against the Organiser Agent in anyway related to the storage, display or use of any exhibit/equipment in connection with the Exhibition, whether prior to, in the course of or after its conclusion or after regular hours. The Exhibitor acknowledges and accepts sole and exclusive responsibility for the safety and security and storage of all of the property and belongings of the Exhibitor at all times.

21. TERM AND VALIDITY

This Agreement shall become effective on the date of execution of this Agreement and shall remain valid and binding on the Parties till thirty (30) days after completion of the handover of the exhibit space by the Exhibitor to the Organiser Agent upon conclusion of the Exhibition ("**Term**").

22. INTELLECTUAL PROPERTY

22.1 All intellectual property is and shall remain the exclusive property of the Party owning it (or, where applicable, the third party from whom its right to use the intellectual property has derived).

22.2 The Exhibitor hereby grants to the Organiser Agent, a non-exclusive, revocable, worldwide, non-sublicensable, fee-free license to use the other Exhibitor's Intellectual Property, solely for the purpose of of the Exhibition and for executing the Organiser Agent's obligations under this Agreement. Any placement of a Party's intellectual property shall be subject at all times to the written consent of that Party.

22.3 Neither Party shall acquire any right, title or interest in or to the intellectual property of the other Party and nothing in this Agreement shall give right to any obligation to convey such rights. The Parties reserve the right to revoke their consent to the other Party's use of the intellectual property of that Party, at which point, the other Party shall stop distributing, publicly referencing, and displaying any and all intellectual property immediately.

22.4 The Exhibitor agrees that the Organiser Agent shall have the right, without any liability (whether existing or future) whatsoever, to record the Exhibition by way of video footage and/or photographs or via other media. The Organiser Agent shall have the perpetual right to store, reproduce, publish or otherwise use any photographs, images, video footage or other promotional or advertising material from the Exhibition, at its sole discretion and in any manner to report the Exhibition, to promote successive editions of the Exhibitions or for any other reason whatsoever.

23. COMPLIANCE WITH LAWS

The Parties shall comply with all Applicable Laws (including those with respect to privacy and data protection as applicable to each Party) in respect of the conduct of their respective businesses and in the performance of their obligations under this Agreement.

24. ENTIRE AGREEMENT

These Regulations together with the Particulars constitute the whole agreement and understanding between the parties relating to its subject matter and supersedes any prior agreements, whether in writing or oral, relating to such subject matter. No variation of this Agreement shall be effective unless made in writing and signed by each of the Parties.

25. NOTICES

Any and all notices, demands and statements or documents of any kind which are desired or required to be given by one party to the other according to the provisions of the contract may be delivered by hand or sent by fax or electronic mail and shall be deemed to have been given and received upon delivery if delivered by hand and upon successful completion of the transmission if sent by fax or electronic mail. Unless and until changed by notice in writing given in accordance with this clause, the addresses, fax numbers and electronic mail for the parties shall be as set forth in the Agreement.

26. CALENDAR

All dates and periods will be determined by reference to the Gregorian calendar.

27. GOVERNING LAW & JURISDICTION

This Agreement shall be governed by and construed in accordance with the local laws of the Emirate of Dubai and the federal laws of the UAE applied in the Emirate of Dubai. Any dispute arising out of this Agreement shall be finally settled through the courts of Dubai.

SCHEDULE A
PAYMENT TERMS AND CANCELLATION TERMS

I. PAYMENT TERMS

1. The payment plan for the Total Participation Fee to be paid by the Exhibitor to the Organiser Agent shall be as follows:

100 % (hundred percent) of the Total Participation Fee should be paid within 10 (ten) days upon signing of the Agreement. If the payment is not done within the mentioned 10 (ten) days by the Exhibitor, the Organiser Agent reserves the right to re-allocate the exhibit space.

2. Time for payment shall be of the essence of the Agreement. Late payments shall be subject to interest payment calculated at monthly EIBOR rate by Emirates NBD or 5% p.a. whichever is higher. The Organiser Agent reserves the right to charge Exhibitors with late payment fee if payments are not received according to the agreed payment schedule.

3. No payment shall be deemed to have been received until the Organiser Agent has received cleared funds.

4. The Total Participation Fee for the Exhibition is exclusive of any applicable bank charges which are to be borne by the Exhibitor

II. CANCELLATION TERMS

For the cancellations submitted after 15 January 2024 the entire Total Participation Fee shall be forfeited to the Organiser Agent.

| | |
|--|---|
| For and on Behalf of "Exhibitor " : | |
| Name: | Signature & Business stamp by the handwritten declaration "read and approved" |
| Position: | |
| Date: | |

DUBAI WORLD TRADE CENTRE BANK ACCOUNT DETAILS

| US DOLLAR ACCOUNT | |
|-----------------------------------|---|
| Beneficiary Name | Dubai World Trade Centre, LLC |
| Beneficiary Address | P.O Box 9292, Sheikh Zayed Road, Dubai, U.A.E |
| Beneficiary Account Number | 0512002171202 |
| IBAN | AE220260000512002171202 |
| Swift Code | EBILAEAD |
| Bank Name | Emirates NBD |
| Bank Branch & Address | Head office, P.O Box 777, Baniyas Road, Diera, Dubai, U.A.E |

Exhibitor's Initials: _____