

PARTICIPATION CONTRACT

EXHIBITION SPACE CONTRACT

Middle East participation contact:

Please fax, post, email or deliver to:

Tel +971 (0) 2 444 6900

Fax +971 (0) 2 444 6135

Email info@sialme.com

Address Capital Events LLC, Abu Dhabi National Exhibition Centre (ADNEC)

P.O. Box 5546, Abu Dhabi, United Arab Emirates

International participation contact:

Tel +33 (0)1 76 77 13 33 **Email** exhibit.sialme@sial-network.com

COMPANY DETAILS		
Company Name		
City		
Postcode/Zip code	Country	
Telephone		
Website		
MAIN POINT OF CONTACT		
Contact Name		
Direct Dial		

An Event By





Strategic Partner



Host Venue



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EXHIBIT SPACE OPTIONS & PRICES

Please tick all items that are applicable to you and complete the relevant shaded areas.



INDOOR EXHIBITION SPACE (Minimum 24m²)

Indoor exhibition space will comprise of indoor space marked out to the required dimensions: no walls, platforms, or electricity are provided. Height allowed is up to 4 metres: higher is subject to approval and may incur additional charges.

ITEM	TICK	QUANTITY	COST
Indoor exhibition space rate* US\$ 522 per m ²		m ²	\$
Double decker stand fee** US\$ 6200 (for 60 m² and above)			\$
		'A' TOTAL	\$



INDOOR SHELL SPACE (Minimum 9m²)

A 9 m2 Shell Scheme Stand comprises of the space, walls, fascia, carpet, sign board, 3 spot lights & 13amp power socket

A 9 m2 Upgraded Shell Scheme Stand comprises Shell Scheme Stand as above and additional furniture package: table, chairs, shelves, counter

ITEM	TICK	QUANTITY	COST
Standard scheme Standard rate US\$ 601 per m² (space + stand)		m2	\$
Upgraded shell scheme Standard rate US\$ 641 per m² (space + stand)		m2	\$
		'B' TOTAL	\$



REGISTRATION FEE

Registration fee includes administrative formalities, 3 badges per 9sqm, listing in the show catalogue, listing on the official show website & copy of the show catalogue.

ITEM	TICK	QUANTITY	COST
Registration fee US\$ 354 per company		companies	\$
		'C' TOTAL	\$

TOTAL ORDER V	ALUE		
Α	+ B	+ C	= US\$
		+ VAT (5	%) US\$
	TOTA	AL ORDER VAL	UE US\$

NOTES:

- * Please note that all designs and plans are subject to prior written approval of the Organisers.
- ** Permission to build double storey stands on divided sites is subject to agreement from the neighbouring stands within the block. The organisers reserve the right to deny permission to build double storey stands on divided sites.

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YOUR PRODUCTS & SERVICES

Please tick one or more of the boxes below. Only companies supplying one or more of the products listed are eligible to exhibit at SIAL Middle East.

01 — Cured and Salted Meat	06 — Confectionery, biscuits and pastry	12 — Services and trade press
□ Salt cured or dehydrated meat	□ Sugar	☐ Quality, research & development
□ Cooked meat products	☐ Sweetener	☐ Education and training
☐ Other cured meat products	☐ Sweets, candied fruit, candied nuts	☐ Trade press
μ	☐ Chocolate products	•
	□ Spread paste	13 – Equipment, technologies and service
02 – Grocery products, dried products	□ Rusks	☐ Tableware, service equipment
☐ Salt, pepper, spices and seasoning	☐ Bakery and pastry products	☐ Kitchen appliances, equipment
□ Vinegar, pickles, sauce, condiment		☐ Packaging materials, machines
☐ Tea and herb for infusion	□ Salted savoury biscuits	□ Process technology
□ Coffee and coffee substitutes	□ Honey	□ Logistics services
☐ Technical ingredients and additives	□ Sorbets	
☐ PAI (semi-finished food products)	☐ Other products	14 – Horticulture
☐ Breakfast products		☐ Flowers, bulbs
□ Stocks and soups	07 — Delicatessen, ready meals	□ Vegetable seeds
☐ Oil, margarines and other fats	☐ Cold starter (Delicatessen)	☐ Fruit seeds
□ Semolina and couscous	☐ Hot starter (Delicatessen)	□ Vegetable seedlings
	□ Salads	☐ House plants
☐ Rice, pulses and grains	☐ Ready-made meat dishes	☐ Flowering pot plants
□ Dehydrated ready-made dishes	☐ Ready-made poultry dishes	
□ Dehydrated sauces	☐ Ready-made fish/molluscs dishes	
☐ Diet food complements		
□ Dehydrated Pasta	□ Ready-made vegetable dishes	15 — Pet foods
□ Other grocery products	☐ Fresh pasta (Delicatessen)	□ Pet foods
	☐ Specialities (Delicatessen)	
03 — Fruits and vegetables, dried fruits	☐ Sandwiches, snacks	
☐ Fresh tropical fruits and vegetables	☐ Delicatessen (others)	
☐ Frozen tropical fruits and vegetables	☐ Fresh savoury pastries	
☐ Non tropical fresh fruits	□ Other delicatessen products	
☐ Fresh potato, starch, oleaginous		
☐ Ready-to-eat fruits and vegetables	08 — Meat and tripe	
	☐ Fresh meat in carcasses	
□ Vacuum sterilized fruits and vegetables	□ Fresh packed meat	
☐ Canned fruits and vegetables	☐ Fresh tripe and offal	
□ Dehydrated fruits	□ Frozen meat	
□ Other fresh fruits and vegetables		
	09 — Poultry and game	
04 — Fish, Molluscs and shellfish		
□ Fresh fish, molluscs and shellfish	☐ Fresh poultry meat	
□ Frozen fish, molluscs and shellfish	☐ Frozen poultry meat	
□ Semi-preserved fish, molluscs	☐ Fresh poultry giblets	
□ Other fresh sea products	☐ Fresh foie gras	
·	□ Fresh game	
05 — Dairy Products, eggs	10 — Non-alcoholic beverages	
□ Milk	· · · · · · · · · · · · · · · · · · ·	
☐ Fresh butter/margarine	☐ Fruit and vegetable juices	
□ Cream	☐ Syrups and concentrates	
☐ Yoghurt, dairy based dessert	☐ Fruit drinks	
□ Cheese	□ Sodas, colas, tonics	
☐ Ice cream	☐ Mineral and spring waters	
□ Eggs	□ Energy drinks	
— - 22°	□ Other non-alcoholic beverages	
	11 - Organisations, federations, institutions	
	☐ Organisations, federations, institutions	
	☐ Associations	

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ADDITIONAL OPPORTUNITIES

Please indicate if you are interested in the following opportunities:				
Sponsorship Opportunities	at SIAL Middle East 2021	On-Site branding opportunities		
INVOICE DETAILS (if differ	rent from company details)			
•				
Name of Company				
Full Address				
Telephone	Fax	<u>Email</u>		
•				
PAYMENT TERMS				
2) Second Payment of 50% of c3) Final Payment of 25% of orig4) Exhibition space contract red5) Capital Events LLC reserves tto be made by the due date.	original total amount is payable to Cap ginal total amount is payable to Capito ceived by Capital Events LLC after 1 Au the right to cancel any Exhibition Space	Events LLC 30 days from signing date of contract. Dital Events LLC not later than 30 April 2021. Discrete Events LLC not later than 30 July 2021. Discrete Events LLC not later than 30 July 2021. Discrete Events LLC not later than 30 July 2021. Discrete Events LLC not later than 30 July 2021. Discrete Events LLC not later than 30 April 2021. Discrete Even		

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PAYMENT METHOD	
Please tick the appropriate box and co	omplete the required information/action:
	yments only to: First Abu Dhabi Bank, Abu Dhabi, UAE 477185013 IBAN No: AE510354021003477185013 Account Name: Capital Events LLC ADNEC VAT Registration: 100305367300003
Wire transfer (US\$) Account Number: 4021003 Swift Code: NBADAEAAXX	
Cheque (UAE only) Please make the cheque pay	rable to Capital Events LLC
Credit Card (UAE only)	
Please complete the following	g information to authorise Capital Events LLC to debit your chosen credit card for US\$.
Visa Mas	tercard Diners Club AMEX*
Credit Card Number	
Expiry Date	Name as appears on card
Card Billing Address	
By signing below, the card ho	der acknowledges that he/she has read this form and agrees to be bound by all its terms and conditions.
Cardholder Signature	Date
	* If making a payment by AMEX card, Capital Events LLC require a copy of the front of the credit card. LC Bank accounts details or Organizer name, should be done only through an official amendment of this contract.
restriction or reservation. I acknowledg	by of the General Terms and Conditions of Participation, and I accept all the clauses without the that, if my application to participate in the Show is approved by the Organiser, I will denitively siling that, I must pay a sum to the Organiser as described in article 16 of the General Terms and

DECLARATION: I hereby request to be registered as an Exhibitor at SIAL MIDDLE EAST 2021 and declare having the due authorisations and powers necessary to enter into a contract for this registration.

FOR EXHIBITOR: Name:	Signature:	Date:	
FOR ORGANISER:			
Name:	Signature:	Date:	

Your personal data is processed by the company SIAL – SALON INTERNATIONAL DE L'ALIMENTATION -70, avenue du Général de Gaulle, 92058 Paris La Défense Cedex France in order to manage your registration and your participation in SIAL MIDDLE EAST in execution of the General Terms and Conditions of Participation and to be able to send you, in consideration of your consent and depending on your preferences news and business proposals related to the Show and/or to the other events organised by SIAL Group companies and/or our partners' business proposals. Personal data to be provided without fail are indicated as such in the form. This information is essential for our company to meet your request. Your personal data are retained for a period of 5 years if the event for which you have expressed an interest is quarterly, half-yearly or annual or for a period expiring at the end of the 3rd edition following your last expression of interest if it is a biennial or triennial event.

The only parties with access to your personal data, within the limit of their respective remits, are: (i) our company's internal departments in charge of managing the Show, (ii) the service providers that the company has authorized in connection with the organization and management of the Show and, depending on your preferences, COMEXPOSIUM Group and our partners.

You have the right to access and the right to correct data concerning you, and the right to delete, the right to oppose the processing of these data, the right to limit processing and the right to the portability of your data, which you can exercise at any time by writing, by electronic mail or post, to this address:-SIAL MIDDLE EAST at 70, avenue du Général de Gaulle, 92058 Paris La Défense Cedex France orprivacy@comexposium.com. You also have the right to make a claim to the CNIL (French data protection agency).

You may receive news and business proposals about the SIAL MIDDLE EAST show and SIAL Network's other events. If you do not wish to receive these, please check this box:

Please send me news and business proposals about the Comexposium Group's other events: World Wine Meetins, Vinovision, Salon du Fromage, Salon

Please send me news and business proposals about the partners of SIAL MIDDLE EAST and of the Comexposium Group.

FOR OFFICE USE ONLY HALL# STAND#

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PARTICIPATION CONTRACT



EXHIBITION RULES & REGULATIONS

1. ORGANISER

The Exhibition is organised by Capital Events LLC, located at the Abu Dhabi National Exhibition Centre (ADNEC), Abu Dhabi, United Arab Emirates.

2. LICENCE

Upon the payment of the full contract price the Exhibitor shall have conditional and revocable license to participate in the Exhibition. Where necessary the Organiser may allocate the space that the Exhibitor may occupy. The parties hereto declare and agree that this Agreement is not and shall not be deemed to be a Lease or an Agreement for Lease.

3. ALLOCATION

Exhibit space will be allocated according to the date on which this Exhibit Space Contract of the Exhibitor is received and in any case at the full discretion of the Organiser. The Organiser reserves the right in the interest of optimum traffic control and exhibit exposure, to relocate the exhibit or display of the Exhibitor (the exhibit) which may be affected by a change in the floor plan. Such a change would not be made unless deemed necessary by the Organiser. The Organiser agrees to advise the Exhibitor if such a change is necessary. The Organiser's determination with respect to allocation of exhibit space is to be binding on the Exhibitor. The full contract price shall at all times be payable even if the Exhibitor eventually does not utilise all the exhibit space allocated to him. In the event the Exhibitor's choice of exhibit space(s) is not available, the Organiser will, where possible, allocate other space. If desired, the Exhibitor may provide the Organiser with a list of competitors whose exhibits (if any) should not be near that of the Exhibitor. The Organiser will, where practicable, accommodate such requests. In the event that no exhibit space is available for the Exhibitor then the sole obligation of the Organiser is to refund to the Exhibitor such amount of the money as shall have been received by the Organiser from the Exhibitor, and the Organiser shall have no other liability whatsoever. The Exhibitor shall not be entitled to make any claim in connection with the foregoing against the Organiser.

4. EXHIBITORS

Exhibits will, unless the Organiser agrees otherwise, be limited to materials, products, or services of specific interest to registrants of the Exhibition. The Organiser reserves the right to determine the eligibility of any material, product or service for display. Exhibition manufacturers, representatives and/or distributors must list their participating principals as the Exhibitors of record. The Organiser reserves the right to limit the number of principals that can be represented by the Exhibitor in a single booth.

5. WARRANTY

Except as otherwise approved by the Organiser or disclosed in writing to the Organiser; the Exhibitor represents, warrants and undertakes that:

a)They are entering into this Agreement as principal and not as agent or nominee of any third party.

b) None of the exhibits on display or present at the exhibition premises including decorations and presentations of the exhibit and exhibition booths, product labels and product or service demonstrations or performance infringe, or is likely to infringe, any patent, trademark, copyright and other intellectual property right of any party and agrees that in the event of any breach of the representative, warranties and undertakings herein contained in this Agreement and the licence herein granted may be terminated by the Organiser (without the Organiser being liable for any damages or claims whatsoever and without prejudice to the Organiser's other rights and needs) and the Exhibitor shall indemnify the Organiser against any and all costs, claims, demands, losses, liabilities, charges, actions and expenses.

6. ADMISSION

Exhibits will be open to all exhibition registrants. The Organiser reserves the right to refuse admission to any person, including children of exhibitors and visitors, in the interest of the exhibition or the safety and welfare of exhibitors and visitors.

7. PERSONNEL & ATTIRE

The Organiser reserves the right to determine whether the character and/or

attire of the Exhibitor's personnel at its exhibit is acceptable and in keeping with the best interests of exhibitors and the Exhibition. Further, the exhibitor expressly agrees that, without the prior written consent of the Organiser, its personnel will not exhibit any goods, wares, or merchandise in the official hotels during the period of the Exhibition. All official matters relating to the Exhibition are to be conducted in a manner by the Organiser.

8. EMPLOYMENT EXHIBITS

Exhibits for the purpose of soliciting prospective employees, or employee recruiting activity of any kind, are specifically prohibited, unless approved in writing by the Organiser.

9. EXHIBITS & APPLIANCES

Common sense governs the kind of exhibits permitted at the Exhibition. Attractive and informative exhibits are encouraged. Exhibit dimensions shall conform to the specific dimensions and restrictions specified in the Exhibitor Manual to be supplied by the Organiser and additional documents supplied by the Organiser from time to time. In no event, however, shall any exhibit interfere with any neighbouring exhibit. If the Organiser is of the view that there is such interference the Exhibitor shall remove or relocate such an exhibit. The Exhibitor shall not display at the exhibition any products not described in this application. Equipment, services, documentation and all other forms of visual promotion and display, exhibited or proposed and the import and export of all such equipment must comply with all applicable laws, rules and regulations (including without limitation those issued by the UN, the UAE and the UK).

10. SOUND LEVEL

Mechanical or Electrical devices which produce sound must be operated so as not to prove disturbing to other Exhibitors. The Organiser reserves the right to determine the acceptable sound level in all such instances and to require the removal of any such devices.

11. STAND FITTING SERVICE

The Organiser will appoint an Official Stand Fitting Contractor to provide stand fitting services for the Exhibition. For exhibits under the Shell Scheme, stand fitting works can be carried out by the Official Stand Fitting Contractor. For exhibits other than those under the Shell Scheme, stand fitting works can only be carried out by the Official Stand Fitting Contractor or by a Contractor appointed by the Exhibitor provided that such a contractor shall have been approved by the Organiser and shall have provided the Organiser with a security deposit (or a banker's guarantee in lieu thereof) in an amount acceptable to the Organiser. The Exhibitor shall bear the cost of all such stand fitting works whether relating to the Shell Scheme or otherwise.

12. ELECTRICAL WORKS & ELECTRICAL SUPPLY

Lighting, lighting mains, power plugs, power mains and motors are available as provided in the Exhibitor Manual. Where the Exhibitor requires any electrical work in connection with its exhibit, such work shall only be carried out by the Official Electrical Contractor appointed by the Organiser. The Exhibitors shall bear the cost of all such electrical work.

13. PHOTOGRAPHY

All photographic rights for the exhibition are reserved by the Organiser. Photography during the exhibition shall only be carried out by the Official Photographers appointed by the Organiser at charges set out in the Exhibitor Manual. Exhibitors wishing to make their own arrangements for photographing their exhibits must obtain the permission of the Organiser whose permission shall not be unreasonably withheld.

14. EXHIBIT CLEANING

The Exhibitors must make arrangements for its exhibits to be kept presentable, clean and free from accumulated rubbish to the satisfaction of the Organiser. All material for disposal as waste must be deposited in the areas designated by the Organiser.

15. ADVERTISING MATTER

The Exhibitor may distribute, only within the confines of its stand, hand bills or other printed advertising matter with respect to its exhibit. The Organiser

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reserves the right to prohibit the distribution of any advertising material for any reason whatsoever.

16. PERSONAL DATA

The Organiser processes the Exhibitor's personal data in order to manage its application to participate in the Show and its business relationship with the

Organiser in accordance with these General Terms and Conditions of Participation. Said information and personal data will also be processed for security purposes in order to comply with legal and regulatory obligations, as well as to enable the Organiser to improve and personalize the services that it does. Depending on the choices made by the Exhibitor on its application form, the Exhibitor may also receive, by any communications channel, business proposals and news on the Organiser's activities and services. The Exhibitor's personal data may be processed, on the basis of

the consent (which he may withdraw at any time) in order to communicate to him business proposals and news about other Comexposium Group events and/or their partners, by any communications channel.

Only the Organiser's in-house teams and the service providers that it has authorized in connection with the organization and management of the Show will have access to the Exhibitor's personal data. If applicable, these data can be communicated to third parties, according to the Exhibitor's choice (the Organiser's partners /Comexposium Group Companies).

The Exhibitor is informed that, for the purposes of the Show's organization and management, certain service providers located in the UAE will have knowledge of the Exhibitor's identication data. This transfer of data outside the European Union is necessary in order for the Organiser to perform its obligations under these General Terms and Conditions of Participation.

The personal data that must necessarily be provided are indicated as such on the application form and are necessary for the conclusion and performance of the contract between the Exhibitor and the Organiser. The Organiser will not be able to process the Exhibitor's requests without said data.

In accordance with the applicable regulations, the Exhibitor has a right of access, a right of rectication, a right to object to the processing of its data, a right to delete data and to limit its processing and a right regarding the portability of its data. The Exhibitor may exercise these rights at any time by writing to the company COMEXPOSIUM – SIAL MIDDLE EAST -70, avenue du Général de Gaulle, 92058 Paris La Défense Cedex France or by email at privacy@comexposium.com. Finally, the Exhibitor has the right to lodge a complaint with France's Commission nationale de l'informatique et des libertés (the "Cnil"). The Exhibitor's personal data will be kept for the duration of its commercial relationship with the Organiser and then during a period of 5 years from the date on which the Exhibitor most recently expressed an interest. The data needed to establish proof of the said relationship, the data needed to comply with these General Terms and Conditions of Participation and the data needed in order for the Organizer to comply with its legal and regulatory obligations shall be kept in accordance with provisions in force.

17. ASSISTANCE

As far as practicable the Organiser shall keep the Exhibitor informed about the Exhibition, providing such available promotional materials (as the Organiser considers necessary) for use by the Exhibitor and promote attendance at the Exhibition through such means of advertising, public relations or publicity as the Organiser considers appropriate. Application for official exhibitor badges for the Exhibitor's own employees and representatives in attendance at the Exhibition should be made to the Organiser.

18. PUBLIC SAFETY INSURANCE AND EXHIBITION LIABILITIES (a) Security:

Exhibitors and their representatives should be present at their stands at all times during the opening hours of the Exhibition in order to receive visitors. They may not close their stand before the official appointed time of closing.

(b) Fire

All inflammable materials (such as empty boxes and other wrappings) should be immediately removed from the exhibition premises.

(c) Inflammable Materials:

The use of inflammable materials for the decoration of the stand is prohibited unless such decorations have been treated with fire-retarding substance. All heating appliances should be mounted on fire-proof stands.

- (d) Insurance & Exhibition Liabilities:
- (i) The Organiser shall insure the Exhibition Hall, and any other adjoining constructions against fire risk, and shall insure third party (visitors to the Exhibition) against accidents that may occur during the hours that the Exhibition is officially open to visitors.
- (ii) The Exhibitor is solely responsible for damage which may occur to his exhibits, equipment, decorations, his stock or his stand or any other of his

possessions due to fire, theft, deterioration, loss or damage, by water or damage suffered during any fire-fighting operations.

- (iii) The Exhibitor is responsible for all accidents that may occur to staff (including the Organiser's personnel), technicians, employees or exhibitors on duty on his own or neighbouring stands, together with any visitors on his stand or neighbouring stands, due to the use by him or anyone else delegated by him of machines, motors or other appliances or electric power.
- (iv) The Exhibitor is responsible for all other damages, injuries or accidents other than those already mentioned or those that he himself may foresee, and any other damage which may result from his participation in the Exhibition, whether directly through his own fault or through the fault of a third party under the Exhibitor's instructions, and effecting the possessions, furniture or building belonging to either, the Organiser or to another party.
- (v) The Organiser disclaims all responsibilities for risks as mentioned in the paragraphs above and the Exhibitor shall not be entitled to make a claim, whatever the factors causing such risks.
- (vi) Exhibitors will have to obtain third party liability insurance from a local insurance company of good standing. This compulsory insurance will have to cover accidents suffered possibly by third parties in the buildings or on the grounds of the exhibition premises and that involves the liability of the Exhibitor or any of the employees.
- (vii) Exhibitors will have to take out with an insurance company of good standing, an 'all-risks' insurance policy covering the stand equipment and the articles exhibited by them if this equipment or these articles are their property or not.
- (viii) Each Exhibitor is reminded that he is responsible for effecting insurance cover for expenses incurred due to abandonment or postponement of the Exhibition for any reason.
- (ix) The insurance policies mentioned above will have to include insurer's renunciation of any recourse against the parties below, in the event of
- -damages, or accidents:
- -Capital Events LLC
- -Executives, representatives, directors and employees of all these persons or organisations.
- (x) The period of liability of the Exhibitor shall be deemed to run from the time the Exhibitor or any of his servants, agents or contractors first enters the exhibition site and to continue until all his exhibits and properties have been removed.
- (xi) The Exhibitor shall insure, indemnify and hold the Organiser harmless in respect of all cost, claims, demands and expenses to which the Organiser may in any way be subject as a result of any loss or injury arising to any person (including members of the delegations, visitors, public, Organiser's staff, agents or contractors) howsoever caused as a result of any act or default of the Exhibitor, his servants, agents, contractors or invitees. If the Organiser finds it necessary, the Exhibitor shall provide proof that he has adequate insurance cover. The Organiser shall not in any event be held responsible for any restriction or condition which prevents the construction, erection, completion, alteration or dismantling of stands, or for the entry, sitting, removal of exhibits, or for the failure of any service amenities provided by the hall landlord, for the cancellation of part-time opening of Exhibition either as a whole or in part, or for amendments or alterations to all or any of the Rules and Regulations caused by circumstances not under their control.

19. WAIVER OF SUBROGATION

The Exhibitor shall procure the company or companies which issued the insurance policy referred to in the preceding paragraph to waive their right of subrogation against the Government of the UAE, the Organiser, their respective officers, directors, employees and agents. The Exhibitor shall provide the Organiser with evidence of such waiver.

20. SAFETY, FIRE, HEALTH AND OTHER LAWS

All fire, safety, health and other laws, rules and regulations imposed by local authorities and agencies or the lessor of the premises where the Exhibition is held must be strictly observed by the Exhibitor. Aisles and fire exits shall not be blocked by exhibits. Decoration of the exhibits shall only be carried out in such manner approved by the Organiser. No storage behind exhibits is provided or permitted.

21. PROHIBITED EXHIBITS

Unless approved in writing by the Organiser, strictly no live military equipment, including but not limited to such items as munitions, aircraft armament, small arms ammunition and explosives, weapon systems tactical missiles, rockets, etc., shall be brought onto the Exhibition premises. Other kinds of exhibits may be prohibited by the Organiser. The details of such prohibited exhibits are contained in the Exhibitor Manual. The Exhibitor is solely responsible for ensuring that all governmental and other regulatory

approval required for the exhibits and its participation in the Exhibition shall have been obtained prior to the date of the Exhibition. No alcoholic drinks, smoking, illegal drugs or pornographic material may be used, sold or displayed.

22. LOSSES

The Organiser does not take any responsibility for damage to the Exhibitor's property, or lost shipments either coming in or going out, nor for moving costs. Damage to inadequately packed property is the Exhibitor's own responsibility. If an exhibit fails to arrive, the Exhibitor is nevertheless responsible for the full contract price payable under this Agreement. The Exhibitor is advised to insure against these risks.

23. TERMINATION

(a) If the Exhibitor fails to pay any of the amounts it owes by the due date or if the Exhibitor fails to comply with any of the clauses of these rules and regulations or expresses its intention not to participate in the Exhibition, regardless of the reason, this Contract may be terminated by the Organiser on 7 days' notice.

(b) As an exception to the above, the Contract between the Exhibitor and the Organiser will immediately be terminated as of right and without formal notice:

- if the Exhibitor does not occupy its stand by the day before the Show opens to the public, regardless of the reason; or
- in the event of the Exhibitor's registration less than thirty (30) days before the Show opens, if the payment stipulated in this Contract is not made by at least two (2) days before the Show opens, regardless of the reason.

(c) In the event of termination of the Contract under this clause, the Exhibitor must pay the full price of its participation in the Exhibition as a penalty. Consequently, the amounts previously paid (if any) will remain the property of the Organiser and any outstanding amounts will immediately fall due.

24. RIGHT TO REJECT OR EJECT

The Exhibitor agrees that its exhibits shall be admitted and shall remain from day to day solely in strict compliance with the Rules and Regulations herein contained and as may be published or communicated by the Organiser from time to time. The Organiser reserves the absolute right to reject, eject or prohibit any Exhibit in whole or in part, or any Exhibitor or its representatives with or without giving cause. If cause is not given, the maximum liability of the Organiser (if any) shall not exceed the return to the Exhibitor of the pro rata amount of the contract price paid by the Exhibitor based on the number of days of the Exhibition remaining at the time of ejection. If an exhibit or Exhibitor is ejected for violation of any provisions of this Agreement or for any other stated reason, no refund of all or any portion of the contract price shall be made.

25. RIGHT OF POSSESSION

During the term of this Agreement and so long as any property of the Exhibitor, including but not limited to the exhibit and any goods, wares and merchandise related thereto is on the Exhibition premises, the Exhibitor hereby grants to the Organiser the right for purposes of ensuring the due performance by the Exhibitor of its obligations under this Agreement to possession of all such property. Such right to possession shall be superior to that of any person. In the event of any breach of any provisions of this Agreement all such property shall be deemed to be pledged to the Organiser as security for the performance by the Exhibitors of its obligations under this Agreement and the Organiser may remove, sell or otherwise dispose of all of the same upon such terms and conditions as it deems fit. In the event that for any reason whatsoever such property is not removed by the Exhibitor from the Exhibition premises within six days after the close of the Exhibition, and in accordance with the timetable specified in the Exhibitor Manual, then the Organiser shall be at liberty to remove, sell or otherwise dispose of such property, and the net proceeds whereof will be credited to the account of the Exhibitor. The Exhibitor shall indemnify the Organiser against all costs and expenses incurred in connection with such removal, sale or disposal and any claim by a third party to any such property so sold or disposed of as aforesaid in which such third party has or claims an interest.

26. SUB-LICENSING

This licence to participate in the Exhibition is personal to the Exhibitor, is non-transferable and no licensing or sub-licensing may be granted by the Exhibitor to any other party. The Exhibitor shall not assign or sublet the exhibit space that may be allocated to it pursuant to this Agreement, or any part thereof, or permit anything not specified in this Agreement to be exhibited in the allocated Exhibit space. Any attempted assignment, subletting or licence in violation of the terms of this clause shall be null and void. Except with the prior written consent of the Organiser, the Exhibitor shall not exhibit, offer for sale, give as a premium or advertise articles not manufactured or sold in its own name, except and to the extent that such articles are required for the proper demonstration or operation of the

Exhibitor's display, in which case identification of such articles shall be limited to the regular nameplate, imprint or other identification which in standard practice normally appears on them. The Exhibitor shall not permit in its exhibit representatives of companies other than the Exhibitor, except with the prior written consent of the Organiser. The decision of the Organiser shall in all instances be final with regard to whether any proposed use of Exhibitor's exhibit space is permitted under this Agreement.

27. ORGANISER RIGHT TO ASSIGN AND NOVATE

The Organiser may assign and/or novate this Agreement to any acquirer of all or a material part of the Organiser's rights in the Exhibition or to any entity controlled by, that controls, or is under common control with the Organiser and Exhibitor hereby agrees to all such assignments and/or novations.

28. LIABILITY LIMITATION

The Organiser does not warrant any particular outcome in respect of the exercise or enjoyment of the rights granted under this Agreement and all warranties not expressly set out in this Agreement for the benefit of the Exhibitor are hereby excluded to the maximum extent permitted by law. In no circumstances shall the Organiser be liable for: (i) any indirect or consequential loss or damage; and/or (ii) any financial loss or damage (including loss of revenue or profits). Without prejudice to the above provisions of this clause, the Organiser's maximum aggregate liability in contract, tort, negligence or otherwise howsoever arising in respect of this Agreement shall be limited to a sum equal to the amount of money actually paid to the Organiser by the Exhibitor pursuant to this Agreement. The persons appointed by the Organiser to undertake any official tasks including but not limited to the Official Stand Fitting Contractor and the Official Electrical Contractor are independent contractors and not agents of the Organiser.

29. NUISANCE

The Exhibitor shall not do or permit or suffer to be done anything in or upon the Exhibition premises or any part thereof which may be or become a nuisance or annoyance or cause damage or inconvenience to the Organiser or other Exhibitors or any local regulatory authority or agency or the lessor of the Exhibition premises.

30. REVOCATION

In the event of any breach or non-observance of any of the provisions of this Agreement by the Exhibitor, the Organiser shall be entitled to revoke the licence granted and thereupon the Exhibitor shall immediately leave the Exhibition premises and remove all his Exhibits.

31. VALUE ADDED TAX

All sums payable to the Organiser under this Agreement are exclusive of VAT and the Exhibitor shall in addition pay to the Organiser any amount equal to any VAT chargeable on those sums on delivery of a VAT invoice. For the purposes of this Agreement "VAT" means value added tax or equivalent tax chargeable in the United Arab Emirates from time to time.

32. EXHIBITOR MANUAL AND FLOOR PLAN

Further rules and regulations pertaining to the Exhibition can be found in the Exhibitor Manual and other documents supplied by the Organiser from time to time, and on the Exhibit Floor Plan. Such rules and regulations shall, unless waived by the Organiser, be deemed to form part of this Agreement, and shall be binding on the Exhibitor. The Organiser may from time to time be entitled to change the exhibit floor plan.

33. NOTICES

Any notice or document requiring to be served on either of the parties in relation to the provisions of this Agreement may be served at the respective addresses of the parties specified on the participation contract. Any such notice shall be delivered by hand or fax or sent by registered post, postage prepaid, and if sent by hand shall be deemed to have been received on the date of receipt, or if sent by fax shall be deemed to have been received on the date of transmission with confirmed answer back, or if sent by registered post shall be deemed to have been received seven days after the date of posting.

34. FORCE MAJEURE

(a) If the Organiser is prevented, hindered or delayed in or from performing any of its obligations under this Contract by a Force Majeure Event, the Organiser shall not be in breach of this Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

- (b) If a Force Majeure Event prevents the Exhibition being held on the original Exhibition dates, the Organiser shall be entitled to either: (i) cancel the Exhibition; or (ii) postpone the Exhibition.
- (c) If the Organiser cancels the Exhibition under this Clause, the Organiser will

refund to the Exhibitor all sums paid to the Organiser for the exhibition space hired under this Contract.

(d) If the Organiser postpones the Exhibition under this Clause the original dates of the Exhibition shall automatically be deemed to be changed to the new dates for the Exhibition as communicated by the Organiser and the Exhibitor hereby irrevocably agrees to such change and acknowledges that it shall have no right to cancel this Contract due to such change of dates.

(e) For the purpose of this clause, "Force Majeure Event" means any circumstance not within the Organiser's reasonable control including (but not limited to) the following: (i) acts of God, flood, drought, earthquake, windstorm or other natural disaster; (ii) epidemic or pandemic (including but not limited to COVID-19 and its consequences); (iii) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (iv) nuclear, chemical or biological contamination or sonic boom; (v) any law or any action taken by a Governmental Body; (vi) collapse of buildings, fire, explosion or accident; (vii) any labour or trade dispute, strikes, industrial action or lockouts; (viii) non-performance by suppliers or subcontractors; (ix) interruption or failure of utility service; and (x) adverse market or weather conditions.

35. GOVERNING LAW AND DISPUTE RESOLUTION

(a) This Agreement shall be governed by the laws of the UAE as applied in the Emirate of Abu Dhabi.

(b) The Parties hereby agree to submit to the exclusive jurisdiction of the courts of the Emirate of Abu Dhabi, UAE in relation to any matter or dispute arising out of or in connection with this Agreement (including any question regarding its existence, validity or termination).

36. GENERAL TERMS

- (a) If any sum payable by the Exhibitor to the Organiser under or in connection with this Agreement is not paid in cleared funds by the due date (whether or not demanded or invoiced), ADNEC shall be entitled at any time or times to charge the Exhibitor interest on the overdue amount, from the due date up to the date of actual payment in cleared funds, after as well as before judgment or termination of this Agreement, at the rate of twelve (12) per cent per annum.
- (b) This Agreement when executed constitutes legal, valid, and binding obligations enforceable in accordance with the terms of this Agreement.
- (c) The representative of the Exhibitor who signs this Agreement on behalf of the Exhibitor is fully authorized by the Exhibitor to do so.
- (d) No remedy conferred by any provision of this Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or exist¬ing at law by statute or otherwise.
- (e) Due to the epidemic of Covid-19 and any possible mutation of it, we draw your attention to the fact that the Organizer may have to cancel the holding of the Show or to postpone it to another date in order to respond to the recommendations of health and government organizations. In such a case, the Organizer will notify the Exhibitor of its decision to cancel or postpone without delay. In case of cancellation, there will be no damages and the sums collected by the Organizer will be returned to the Exhibitor; which the Exhibitor expressly accepts and recognizes. If the show is postponed to a later date, the contractual conditions will be maintained for the new dates, without possibility of withdrawal for the Exhibitor; which the Exhibitor expressly accepts and recognizes.