

## EXHIBITION SPACE CONTRACT

### Participation contact:

**Please email to:** ismail\_madi@foeoue.com  
**Contact Person:** Mr. Ismail Madi  
**Tel :** +971 (0) 556130351  
Dubai - United Arab Emirates

## COMPANY DETAILS

Company Name

Address

City  County/State

Postcode/Zip code  Country

Telephone  Fax

Website

## MAIN POINT OF CONTACT

Contact Name

Position

Direct Dial  Mobile

Email



## EXHIBIT SPACE OPTIONS & PRICES

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

A	INDOOR EXHIBITION SPACE (Minimum 24m2)				
	ITEM	TICK	QUANTITY	COST	
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 meters: higher is subject to approval and may incur additional charges.	Indoor exhibition space rate* US\$ 450 per m2 AED 1,656 per m2		_____ M <sup>2</sup>	_____ AED _____ \$	
	Double decker stand fee** US\$ 150 per m2 AED 552 per m2		_____ M <sup>2</sup>	_____ AED _____ \$	
	'A'Total			_____ AED _____ \$	

B	REGISTRATION FEE				
	ITEM	TICK	QUANTITY	COST	
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.	Registration fee US\$ 400 per company AED 1472 per company		_____ M <sup>2</sup>	_____ AED _____ \$	
	'B'Total			_____ AED _____ \$	

<b>TOTAL COST</b>	=	_____ AED
		_____ US \$
	+ VAT (5%)	_____ AED
		_____ US \$
	<b>TOTAL COST</b>	_____ AED
		_____ US \$



## ADDITIONAL OPPORTUNITIES

Please indicate if you are interested in the following opportunities:

Sponsorship Opportunities at UAE-Saudi Private Sector Forum

On-Site branding opportunities

## INVOICE DETAILS (if different from company details)

Name of Company	<input type="text"/>		
Full Address	<input type="text"/>		
Telephone	<input type="text"/>	Fax	<input type="text"/>
Email	<input type="text"/>		

## PAYMENT TERMS

- 1) First payment of 25% of the total amount due is payable to FOEOUE up in signing of the contract.
- 2) Second Payment of 50% of original total amount is payable to FOEOUE not later than 31 Oct 2023.
- 3) Final Payment of 25% of original total amount is payable to FOEOUE not later than 31 Nov 2023.
- 4) Exhibition space contract received to FOEOUE after 1 October 2023, will be payable in full upon receipt of invoice.
- 5) FOEOUE reserves the right to cancel any Exhibition Space Contract and withdraw admission to facilities if any payment fails to be made by the due date.



## PAYMENT METHOD

Please tick the appropriate box and complete the required information/action:

### Wire transfer (AED)

Please send wire transfer payments only to: XXXXXXXX

Account Number: xxxxxxxxxxxxxx  
Swift Code: xxxxxxxxxxxxxx

IBAN No: AExxxxxxxxxxxxxxxxxxxx  
VAT Registration:

Account Name: Future Opportunity

### Wire transfer (US\$)

Please send wire transfer payments only to: XXXXXXXX

Account Number: xxxxxxxxxxxxxx

IBAN No: AExxxxxxxxxxxxxxxxxxxx

### Cheque

Please make the cheque payable to Future Opportunity

### Credit Card

Please complete the following information to authorise FOUOUE to debit your chosen credit card for US\$.

Visa	Mastercard	Diners Club	AMEX*
Credit Card Number	<input type="text"/>		
Expiry Date	<input type="text"/>	Name as appears on card	<input type="text"/>
Card Billing Address	<input type="text"/>		

By signing below, the card holder acknowledges that he/she has read this form and agrees to be bound by all its terms and conditions.

Cardholder	<input type="text"/>	Signature Date	<input type="text"/>
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#### NOTES:

The exhibitor is to incur all bank charges. \* If making a payment by AMEX card, FOUOUE LLC require a copy of the front of the credit card. Any changes in the above FOUOUE LLC Bank accounts details or Organizer name, should be done only through an official amendment of this contract.

I confirm have read and possess a copy of the General Terms and Conditions of Participation, and I accept all the clauses without restriction or reservation. I acknowledge that, if my application to participate in the Show is approved by the Organizer, I will denitively be bound to participate in the Show. Failing that, I must pay a sum to the Organizer as described in article 16 of the General Terms and Conditions of Participation.

**DECLARATION: I hereby request to be registered as an Exhibitor at Saudi-Emirati Private Sector Forum** and declare having the due authorisations and powers necessary to enter into a contract for this registration.

#### FOR EXHIBITOR:

Name	<input type="text"/>	Signature	<input type="text"/>	Date	<input type="text"/>
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#### FOR ORGANISER:

Name	<input type="text"/>	Signature	<input type="text"/>	Date	<input type="text"/>
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# Terms and Conditions

## 1. ORGANISER

The Exhibition is organized by Future Opportunity for Exhibition 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 Organizer 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 Organizer. The Organizer 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. The Organizer also reserves the right to make adjustments to the floor plan in order to accommodate physical changes to the venue or the application of environment, health & safety laws and regulations. Such changes would not be made unless deemed necessary by the Organizer. The Organizer agrees to advise the Exhibitor if such a change is necessary. The Organizer'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 utilize all the exhibit space allocated to him. In the event the Exhibitor's choice of exhibit space(s) is not available, the Organizer will, where possible, allocate other space. If desired, the Exhibitor may provide the Organizer with a list of competitors whose exhibits (if any) should not be near that of the Exhibitor. The Organizer will, where practicable, accommodate such requests. In the event that no exhibit space is available for the Exhibitor then the sole obligation of the Organizer is to refund to the Exhibitor such amount of the money as shall have been received by the Organizer from the Exhibitor, and the Organizer shall have no other liability whatsoever. The Exhibitor shall not be entitled to make any claim in connection with the foregoing against the Organizer.

## 4. EXHIBITORS

Exhibits will, unless the Organizer agrees otherwise, be limited to materials, products, or services of specific interest to registrants of the Exhibition. The Organizer 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 Organizer 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 Organizer or disclosed in writing to the Organizer; 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 representations, warranties and undertakings herein contained in this Agreement and the license herein granted may be terminated by the Organizer (without the Organizer being liable for any damages or claims whatsoever and without prejudice to the Organizer's other rights and needs) and the Exhibitor shall indemnify the Organizer against any and all costs, claims, demands, losses, liabilities, charges, actions and expenses.

## 6. ADMISSION

Exhibits will be open to all exhibition registrants. The Organizer 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 Organizer 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 Organizer, 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 Organizer.

## 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 Organizer.

## 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 Organizer and additional documents supplied by the Organizer from time to time. In no event, however, shall any exhibit interfere with any neighboring exhibit. If the Organizer 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, applicable Export Control Laws and Sanctions Laws (as these terms are defined under Clause 37), as well as the representations, warranties, and undertakings at clause 37).

## 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. EXHIBITION RULES &



## **11. STAND FITTING SERVICE**

The Organizer 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 Organizer and shall have provided the Organizer with a security deposit (or a banker's guarantee in lieu thereof) in an amount acceptable to the Organizer. 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 Organizer. The Exhibitors shall bear the cost of all such electrical work.

## **13. PHOTOGRAPHY**

All photographic rights for the exhibition are reserved by the Organizer. Photography during the exhibition shall only be carried out by the Official Photographers appointed by the Organizer 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 Organizer whose permission shall not be unreasonably withheld.

## **14. EXHIBIT CLEANING**

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

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

## **16. CANCELLATION FOR CONVENIENCE**

The Exhibitor has the right to terminate this Agreement for convenience at any time on written notice to the Organizer. If the Exhibitor terminates this Agreement under this clause on or before 30 October 2023, the Exhibitor shall be liable to pay the Organizer 75% of the total area cost booked under this Agreement within 7 (seven) days of the date of its written notice to terminate. If the Exhibitor terminates this Agreement under this clause at any time after 30 October 2023, the Exhibitor shall be liable to pay the Organizer 100% of the total area cost booked under this Agreement within 7 (seven) days of the date of its written notice to terminate. Subject to the foregoing, the Exhibitor does not have any right to decrease the amount of space booked under this Agreement.

## **17. ASSISTANCE**

As far as practicable the Organizer shall keep the Exhibitor informed about the Exhibition, providing such available promotional materials (as the Organizer considers necessary) for use by the Exhibitor and promote attendance at the Exhibition through such means of advertising, public relations or publicity as the Organizer 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 Organizer.



## 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 Organizer 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 Organizer's personnel), technicians, employees or exhibitors on duty on his own or neighboring stands, together with any visitors on his stand or neighboring 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 Organizer or to another party.

(v) The Organizer 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:

- FOEOUE LLC

- ADNEC

-Municipality of Abu Dhabi

-Executives, representatives, directors and employees of all these persons or organizations.

(x) The period of liability of the Exhibitor shall be deemed to run from 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 Organizer harmless in respect of all cost, claims, demands and expenses to which the Organizer 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, Organizer'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 Organizer finds it necessary, the Exhibitor shall provide proof that he has adequate





insurance cover. The Organizer 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 in its sole discretion. 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, including, without limitation, in accordance with clause 37(d) of this Agreement. 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

Without limiting the rights or remedies of the Organiser under applicable law or other provisions of this Agreement, the Organiser may terminate or suspend this Agreement without liability to Exhibitor immediately on giving notice to the Exhibitor if:

(i) the Exhibitor is in breach of this Agreement; or:

(ii) the Exhibitor suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due or admits inability to pay its debts. Failure by the Exhibitor to pay any payment due to the Organiser under this Agreement by the due date for payment shall constitute a breach of this Agreement. If the Organiser terminates this Agreement in accordance with its terms on or before 30 September 2023, the Exhibitor shall be liable to pay the Organiser as a penalty 75% of the total area cost

booked under this Agreement within 7 (seven) days of the date of its written notice to terminate. If the Exhibitor terminates this Agreement under this clause at any time after 30 September 2023, the Exhibitor shall be liable to pay the Organiser as a penalty 100% of the total area cost booked under this Agreement within 7 (seven) days of the date of its written notice to terminate.



## 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 Organizer 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 Organizer as security for the performance by the Exhibitors of its obligations under this Agreement and the Organizer 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 Organizer 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 Organizer 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 license 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 Organizer. The decision of the Organizer 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 Organizer 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 Organizer'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 Organizer 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 Organizer.

## 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 Organizer 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 Organizer 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 Organizer under this Agreement are exclusive of VAT and the Exhibitor shall in addition pay to the Organizer 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) In the event that the premises in which the Exhibition is or is to be conducted shall become, in the sole discretion of the Organiser, unfit for occupancy, or in the event the holding of the Exhibition or the performance of the Organiser of any of the provisions of this Agreement substantially or materially interfering with, by virtue of any cause or causes not within the control of the Organiser, this Agreement and/ or the Exhibition (or



any part thereof), may forthwith be terminated or cancelled by the Organiser, without the Organiser being liable in damages or otherwise to the Exhibitor. The Organiser shall also not be responsible for delays, damage, loss, increased costs, or other unfavourable conditions arising by virtue of cause or causes not within the control of the Organizer.

(b) If either Organizer terminates this Agreement and/or the Exhibition (or any part thereof) as aforesaid in this clause 34, then the Organizer shall not be liable to the Exhibitor other than for a prorated refund of the contract price paid by the Exhibitor on the basis of the number of exhibit days remaining. For purposes, hereof, the phrase 'cause or causes not within the control of the Organiser' shall include, but not be limited to fire, casualty, flood, epidemic, earthquake, explosion or accident, blockade, embargo, inclement weather, governmental restraints, restraints or orders of civil defence of military authorities, act of public enemy, riot or civil disturbance, strike, lock-out, boycott or other labour dispute or disturbance, inability to secure sufficient labour, technical or other personnel, absence of premises required for the Exhibition, failure, impairment or lack of adequate transportation facilities, inability to obtain or condemnation, requisition or commandeering of necessary supplies or equipment, local state or other law, ordinance, rule, order, decree or regulation, whether legislative, executive or judicial, and whether constitutional or unconstitutional or Act of God. The termination of this Agreement for any reason is without prejudice to any rights or obligations which have already accrued before the date of termination and will not affect the coming into force or the continuation in force of any of its provisions which expressly or by implication are intended to come into force or to continue in force on or after termination.

### **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 existing at law by statute or otherwise.

### **37. TRADE COMPLIANCE**

(a) The terms below shall have the following meanings under this clause 37:

(i) "Export Control Laws" means U.S. export control laws and regulations, including the Export Administration Regulations ("EAR"), 15 C.F.R. parts 730-774, the International Traffic in Arms Regulations ("ITAR"), 22 C.F.R. parts 120-130, and any other applicable equivalent or comparable export control laws and regulations of other countries;

(ii) "Restrictively Controlled Items" means any hardware, materials, software, or technology for which the direct or indirect export, reexport, transfer, disclosure, release or provision in connection with the Exhibition requires a license, permit, or other authorization under Export Control Laws.

(iii) "Sanctionable Activity" means any condition or activity specifically identified under any Sanctions Laws that serves as a basis for a Sanctions Authority to designate any person described by such condition or engaged in such



activity as a Sanctions Target;

(iv) "Sanctions Authority" means: (1) the United Nations Security Council (the Council as a whole and not its individual members); (2) the Office of Foreign Assets Control of the U.S. Department of the Treasury; (3) the U.S. Department of Commerce Bureau of Industry and Security; (4) the U.S. Department of State; (5) the European Union (the Union as a whole and not its individual member states); (6) Her Majesty's Treasury of the United Kingdom; (g) the UAE Ministry of Foreign Affairs & International Cooperation; or (7) any other government agency vested with the authority to implement and enforce applicable Export Control Laws or Sanctions Laws.

(v) "Sanctioned Country" means any country or territory that is, or whose government is, the target of comprehensive economic or trade sanctions or restrictive measures under Sanctions Laws;

(vi) "Sanctions Laws" means any international economic, trade, or financial sanctions statutes, regulations, executive orders, decree, judicial decision, restrictive measures, or other act having the force of law enacted, adopted, administered, imposed, or enforced from time to time by any Sanctions Authority;

(vii) "Sanctions List" means any of the following lists, as updated from time to time: the United Nations Security Council's "Consolidated United Nations Security Council Sanctions List"; the U.S. Department of the Treasury, Office of Foreign Assets Control's "Specially Designated

Nationals and Blocked Persons List", "Foreign Sanctions Evaders List" and "Sectoral Sanctions Identifications List"; the U.S. Department of Commerce, Bureau of Industry and Security's "Entity List," "Denied Persons List." or "Unverified List."; the U.S. Department of State's list of debarred parties and lists of individuals and entities that have been designated pursuant to sanctions and/or non-proliferation statutes that it administers and related executive orders; the European Union Commission's "Consolidated list of persons, groups and entities subject to EU financial sanctions" or individuals or entities that are listed in any Annex to EU Regulation 833/2014; Her Majesty's Treasury of United Kingdom's "Consolidated List of Financial Sanctions Targets in the UK"; and any additional applicable list that may be promulgated and enforced by a Sanctions Authority on or after the date of this Agreement; and

(viii) "Sanctions Target" means:

(1) any individual or entity that is located in or organized under the laws of a Sanctioned Country; (2) the government or any governmental agency of any Sanctioned Country; or (3) any individual or entity that is, or any entity that is 50 percent or more owned by individuals or entities that are, designated on a Sanctions List; and (4) any individual or entity that acts for or on behalf of any of the foregoing.

(b) The Exhibitor represents, both as of the date of entering into the Agreement and as of each date of the Exhibition, and warrants that (i) it is not a Sanctions Target; (ii) does not engage in Sanctionable Activity; and (iii) does not engage in any dealings or transactions that may cause the Organiser to violate applicable Export Control Laws or Sanctions Laws.

(c) The Exhibitor shall (i) comply with all applicable Export Control Laws and Sanctions Laws; (ii) not engage in Sanctionable Activity in connection with the Exhibition; (iii) not engage in any dealings or transactions in violation of applicable Export Control Laws and Sanctions Laws; (iv) not, directly or indirectly, make any payments to the Organiser utilizing funds originating from a Sanctions Target or otherwise in violation of applicable Sanctions Laws; (iv) cooperate with Organiser with any investigation relating to Export Control Laws and Sanctions Laws conducted by a Sanctions Authority; (v) immediately notify Organiser (in writing) upon it becoming aware of any violation, claim, proceeding, prosecution, formal notice or investigation relating to Export Control Laws or Sanctions Laws in connection with the Exhibition;

(vi) immediately notify the Organizer (in writing) upon it becoming a Sanctions Target.

(d) If any items exhibited by the Exhibitor involves Restrictively Controlled Items, Exhibitor shall (i) apply for and secure all necessary licenses, permits, or other authorizations from the relevant Sanctions Authority to allow the import, export, reexport, transfer, disclosure, or other release or provision of the items in connection with the Exhibition; and (ii) provide written notice to the Organizer of any end-user, end-use, or other applicable conditions issued by a Sanctions Authority as part of any necessary license, permit, or other authorization received from the relevant Sanctions Authority.

(e) Without prejudice to any other clause in this Agreement, Exhibitor shall indemnify and hold harmless the Organizer (including Organizer's staff, agents or contractors) from, against and in respect of any and all losses which



the Exhibitor suffers arising out of or incurred as a result of any of the following: (i) the potential breach of, or any inaccuracy in, any representation or warranty in clause 37(b); and (ii) the potential breach of any undertaking by the Exhibitor in this clause 37(c).

(f) Without prejudice to termination provisions at clause 23, Organiser may, in its sole discretion, terminate or suspend this Agreement without liability to Exhibitor upon giving notice to the Exhibitor if Organiser knows, or reasonably suspects, that (i) a violation of Export Control Laws or Sanctions Laws has occurred, or will occur, in connection with this Agreement; (ii) the Exhibitor has engaged, or will engage, in Sanctionable Activity in connection with this Agreement; or (iii) Organizer's continued participation in this Agreement raises risks for Organizer under Export Control Laws or Sanctions Laws.