SPACE RESERVATION PARTICIPATION CONTRACT

(mailing address) **EXHIBITOR** Company/Organisation Department for International Trade Defence & Security Organisation (DIT D EXHIBIT SPACE OPTION AND PRICES (minimum 12m²) **B1** Exhibit Space - Standard Full Package SHELL SCHEME Exhibit Space and Shell Scheme of 12m² will comprise of carpet, 2.5m high walls panels, 4 spot lights, 1 x 13A socket - 220v, name board, information counter, 1 brochure holder, 1 table, 3 chairs, 1 dust bin and a lockable storage area of 1 x 1 x 2.5m (2.5m³). Prices mentioned do not include water supply, telephone & internet connection. m² Exhibit Space & Shell Scheme at US\$ 710/m² Please book Corner Site Cost (US\$ 115 per corner) No. of Corners Co-Exhibitor Cost (US\$ 1,000 per sharing exhibitor for stands of 100 m² and below, and \$US 700 per sharing exhibitor for stands above 100 m²) Total B1 Exhibit Space Only - Bare Space (Self Built Stand) **SPACE ONLY** Comprise of an indoor floor space marked out to the booked dimensions; no walls, no platforms or electricity is provided. Height allowed is 5.5 meters only; Stand design approval is required prior to installations. Prices mentioned do not include power & water supply, telephone & internet connection. ✓ Please book 64 **\$** 41600 m² Exhibit Space Only (Bare Space) at US\$ 650/m² Corner Site Cost (US\$ 115 per corner) No. of Corners 460 Double Decker Cost (US\$ 115 per m² upper level floor space) Co-Exhibitor Cost (US\$ 1,000 per sharing exhibitor for stands of 100 m² and below, and \$US 700 per sharing exhibitor for stands above 100 m²) T Hvner 42060 \$ Total B2 REGISTRATION FEES (mandatory) STAND SIZE 101m² and above 12m² 13 - 25m² 26 - 50m² 51 - 100m² US\$ 700 **RATE** US\$ 300 US\$ 600 US\$ 400 US\$ 500 GRAND TOTAL (includes B1, B2 & C) \$42,660 METHOD AND TIMING OF PAYMENTS

PLEASE RETURN TO: By Mail: P.O. Box: 23559 By Fax: +974 4472 8816 By Email: sales@dimdex.com

Hosted & Organised by OATAR ARMED FORCES

EXHIBITION RULES AND REGULATIONS

- 1. Organiser The Exhibition is organised by DIMDEX ("the Organiser"). The Organiser and the Exhibitor shall collectively be known as the "Parties" and each of them a "Party".
- 2. License Upon the payment of the full Contract Price the Exhibitor will have a conditional and revocable license (the "License") to occupy the space allocated by the Organiser ("The Allocated Space") to exhibit the products it has notified the Organiser (the Exhibiting Products") for the duration of the Exhibition ('the Period") during Show Hour (hereinafter defined). Nothing in this contract is intended nor shall be construed as granting to the Exhibitor any lease, tenancy or any other interest in the Allocated Space greater than a license. In the Event that the Organiser, as its sole discretion, extends the deadline for the payment of the full Contract Price to a later date than that agreed between the Parties, the Exhibitor shall pay the interest on such Contract Price to the Organiser at the Organiser's prevailing interest rate charged to the Exhibitors who are late in making payments. The Exhibitor shall refrain from misusing the Licence by allowing third parties from using the allocated space. The Licence is granted for the sole use by the Exhibitor. The Organiser reserves the right to revoke the Licence and expel the Exhibitor from the allocated space should it be established that any other party other than the Exhibitor is found using the allocated space and the Contract Price shall be forfeited.
- 3. Allocation of Space The determination of the Allocated Space shall be at the sole discretion of the Organiser whose decision shall be final. If no space is available for the Exhibitor, the Organiser shall refund to the Exhibitor the Contract Price received for the Exhibitor without interest and the Organiser shall not have any liability to the Exhibitor or whatsoever. The Organiser may from time to time change the Allocated Space to another space comparable size giving the Exhibitor three days written notice of such change. The term of this Contract shall nevertheless take effect in relation to such other space as if it had been the Allocate Space originally designated by the Organiser.
- 4. Allocation Space Exceeded The Organiser reserves the right to charge the Exhibitor for any space used by the Exhibitor in excess of the Allocated Space. If the Exhibitor fails to pay the said cost of the excess space used, The Organiser shall remove and dispose of any property of the Exhibitor on the excess space and the Exhibitor shall indemnify the Organiser for all the cost incurred for such removal and disposal.
- 5. Exhibiting Products Exhibiting products shall 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 or advertisement for exhibition and to limit the number of principals represented by the Exhibitor in an Allocated Space. The Exhibitor shall not exhibit any goods at the Allocated Space other than the Exhibiting Products.
- 6. Dates/ Duration of Exhibition The Exhibitor hereby acknowledges that the Organiser shall have the right, in its absolute discretion, to change or delay the dates or duration of the Exhibition at any time by serving on the Exhibitor a 14 days notice in writing without being liable to the Exhibitor for any damages or claims whatsoever. For the avoidance of doubts, with the exception of cancellation of the Exhibition, no refunds of any deposit, payment or part payment shall be given the Exhibitors for any change or delay in the dates or duration of the Exhibition pursuant to this clause.
- 7. Warranty The Exhibitor represents, warrants and undertakes to the Organiser that:
 - (a) It is entering into the Contract as principal and as an agent or nominee of any third party.
- (b) The Exhibiting Products do not infringe any patent, trademark, copyright and other intellectual property right of any party so far as the Exhibitor is aware, no claims of such infringement have been made nor is the Exhibitor the subject of any litigation actual or threatened; and
- (c) t has full power and capacity to enter into and perform this Contract and that this Contract when executed will constitute legal, valid, binding and enforceable obligations of the Exhibitor.

The Exhibitor agrees that in the event of any breach of representations, warranties and undertakings contained in this Contract, the License may be revoked by the Organiser and this Contract shall be terminated (without the Organiser being liable for any damage or claims whatsoever and without prejudice to the Organiser's rights and remedies hereunder) and the Exhibitor shall indemnify and keep the Organiser fully indemnified against any or all costs, claims, demands, losses, liabilities, charges, actions and expenses.

- 8. Admission The Exhibitor shall be open to the Exhibitor and its authorised personnel during the period ('the Show Hours"). The Exhibitor acknowledges that a nominal admission fee may be charged by the Organiser. Notwithstanding the above, the Organiser reserves the right to refuse admission to any person and its sole discretion to make revisions to the Show Hours from time to time.
 9. Stand fitting Services The Exhibitor shall fit out and equip the Allocated Space ("Stand fitting Works"). In accordance with the requirements of the Organiser and shall bear the cost of all Stand fitting Works. For Shell Schemes, Stand fitting Works shall be carried out by the Official Stand Contractor or a contractor of the Exhibitor's choice provided that such contractor has been approved by the Organiser in writing and has provide the Organiser with a security deposit in such form and such value as the Organiser shall at its discretion decide.
- 10. Electrical Works and Electricity Supply No structural or electrical work shall be undertaken except upon the prior written consent of the Organiser and carried out by the Official Electrical Contractor appointed by the Organiser as described in the Exhibitor Manual.
- 11. No Subletting The Exhibitor shall not assign norsublet or otherwise part with or share possession of the whole or any part of the Allocated Space without the Organiser's written consent, regardless of whether any rental or other consideration is given for such use or permission.
- 12. Advertising Matter The Organiser may prohibit the distribution of any advertising material for any reason or whatsoever, any form of advertisement by an Exhibitor is strictly limited to the Exhibitor's Allocated Space. Exhibitors are prohibited from hanging banners from the ceiling unless they have paid the Organiser the relevant adverting cost for the said banners. The Organiser shall issue a press release in relation to the Exhibition and undertake any form of advertisement for the Exhibition and undertake any form of advertisement for the Exhibition as it may decide in its sole discretion. The Exhibitors are permitted to hold promotions for their exhibits during the Exhibition provided that they have obtained the Organiser's prior written approval in respect of the scope and duration of such promotions, which approval shall not be unreasonably withheld.
- 13. Cancellation In the event of cancellation or termination of this Exhibition Participation Contract by the Exhibitor, the Exhibitor shall pay to the Organiser cancellation charges at the following rates Cancellation more than 60 days before the first day of the Exhibition 50%
 - Cancellation up to 60 days before the first day of the Exhibition 100%
- Cancellation charges shall be deducted from any money already paid to the Organiser for the License under this Exhibition Participation Contract and any outstanding amount owing by the Exhibitor to the Organiser shall be payable immediately.
- 14. Liability and Risks The Exhibitor shall indemnify fully and effectively the Organiser and its shareholders and the lessor of the exhibition hall ('the Hall") against any or all costs, claims, demands, losses (including indirect and consequential losses), liabilities, charges, actions and expenses:
 - (a) Relating to or arising from the use of the Allocated Space; or
 - (b) As a result of any breach of any of the undertakings or obligations of the Exhibitor and its authorised persons under this Contract.
 - The Exhibitor's aforesaid indemnity shall include:
 - (a) Any loss, damage or injury howsoever caused to any persons or property by the Exhibitor, its authorised Personnel or the Products; and
 - (b) Any loss, damage or injury howsoever caused including all direct or consequential loss or damage, to the Exhibitor's employees or agents, or the Products notwithstanding that such loss, damage or injury may arise from or be due to any defect in the Hall or the neglect or default of the Organiser or its servants or agents or contractors (including but not limited to Official Stand Contractor).

The Organiser and its directors, officers and agents shall not be held responsible for any theft, damage, loss or destruction howsoever caused to the products, fixtures, fittings, goods or articles or things whatsoever placed, deposited, brought into or left in the Hall by the Exhibitor.

15. Insurance Policy - The Exhibitor shall effect and maintain insurance with an insurer approved by the Organiser in such form and for such amount as may be required by the Organiser from time to time and shall cause the Organiser and the lessor of the exhibition hall ("the Hall") to be named as joint insured under such insurance policies.

The Exhibitor shall punctually pay all premiums, costs and disbursements in respect of such insurance policy and to provide evidence of such payment upon demand failing which the Organiser may affect such insurance and pay the insurance premiums, costs and disbursements and all monies so expended shall on demand be repaid to the Organiser by the Exhibitor.

The Exhibitor shall not do or permit or suffer to be done anything to cause:

- (a) such insurance policies to be rendered void and voidable; or
- (b) the rate of premium thereon to be increased.
- The Exhibitor shall in such event make good all loss or damage suffered by the Organiser and shall repay to the Organiser all sum paid by way of increased premiums and all expenses incurred by the Organiser in the renewal of such policy or policies as a result of this clause by the Exhibitor without prejudice to any other rights of the Organiser.
- 16. Safety, fire, Health and Other Laws All fire, safety, health and other laws, rules and regulations and any other obligations imposed by the Organiser, the competent authorities and agencies or the lessor of the Hall upon the Exhibitor shall be observed and complied with by the Exhibitor at the Exhibitor's expense.
- 17. Prohibited Products No live military equipment, including munitions, aircraft armament, small arms ammunition and explosives, weapon systems, tactical missiles, rockets, and such items as may be prohibited by the Organiser from time to time shall be brought into the Hall.
- 18. Regulatory Approval The Exhibitor is solely responsible for ensuring that all governmental, statutory and other regulatory approval required for the Products (and its display) and the Exhibitor's participation in the Exhibition shall have been obtained prior to the date of the Exhibition.
- 19. Termination The Organiser may by notice in writing to the Exhibitor terminate the License immediately if:
 - (a) The Exhibitor is in breach of any of the terms of this Contract;
- (b) The Organiser reasonably considers that the Exhibitor is carrying on activities in a manner prejudicial to the business of other exhibitors within the Hall or of such standard that it detracts from the character and/or quality if the Exhibition and the businesses of the exhibitors;
- (c) f the Hall shall become, in the opinion of the Organiser, unfit for occupancy;
- (d) The landlord or the head landlord of the Hall refuses consent to the granting of this License or subsequently requires its termination or lawfully requires possession of the Hall;
- (e) If in the Organiser's opinion the Exhibition does not or is unable to perform or comply with any of its obligations under this Contract, whereupon this Contract may forthwith be terminated or cancelled by the Organiser without the Organiser being liable in damages or otherwise to the Exhibitor
- but without prejudice to any antecedent claim or breach under this Contract; and
- (f) In the event of the Exhibitor becoming bankrupt, committing any act of bankruptcy, going into liquidation or having a Receiver or Administrator appointed in the respect of any of its assets



EXHIBITION RULES AND REGULATIONS

20. Force Majeure - The Organiser will not be responsible for delays, damage, loss, increased costs, or other unfavourable conditions arising by virtue if any cause not within the control of the Organiser. If as the result of this, the Exhibitor or the Organiser is unable to perform any of its obligations under this Contract, this Contract shall be terminated and the Organiser 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, "cause not within the control of the Organiser" shall include fire, flood, earthquake or other natural disasters, epidemic, explosion or accident, blockade, embargo, governmental restraints, restraints or orders of civil defence or military authorities, act of public enemy, terrorist activities, riot or civil disturbance, strike, lockout, boycott or other labor dispute or disturbance, and any other circumstances beyond the reasonable control of the Organiser.

The non-performance of this Contract under this clause shall not be deemed a breach or violation of terms of this Contract.

- 21. Right to Reject or Prohibit The Organiser may reject, restrict or prohibit the display of the Exhibiting Product, or the entry of the Exhibitor or its representatives into the Hall. Provided that if no cause is given by the Organiser for such an order, the maximum liability, if any, of the Organiser shall be the refund to the Exhibitor of a sum not exceeding 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 such restriction or prohibition.
- 22. Right or Possession The Exhibitor hereby grants to the Organiser, for purposes of ensuring the due performance by the Exhibitor of its obligations under this Contract, the right to take possession of all property of the Exhibitor, including the Products in the Hall.
- 23. Liability Limitation The liability, if any, of the Organiser shall under no circumstances exceed the amount of the total Contract Price paid by the Exhibitor for the License herein granted. All persons appointed by the Organiser to undertake any official tasks including the Official Stand Contractor and the Official Electricity Contract are independent contractors and not agents of the Organiser. 24. Governing Law and Jurisdiction The construction, validity and performance of this Contract shall be governed by the laws of the State of Qatar. Each of the Parties hereby irrevocably and unconditionally submits to the exclusive jurisdiction of the Courts in Qatar and waives any objections to proceedings in such courts on the grounds of the venue or on the grounds that the proceedings have been brought in an inconvenient forum. Any dispute between the two parties shall be resolved in Qatari courts and in accordance with Qatari Laws.
- 25. Revocation Upon termination of this Contract the License granted is revoked and thereupon the Exhibitor shall immediately leave the Hall and remove all its Exhibiting Products and leave the Allocated Space clean and in a state of good repair. If the Exhibitor fails to do so, the Organiser may remove any property left behind in the Hall by the Exhibitor, sell such property as agent of the Exhibitor and retain proceeds of sale of such property, provided that the Exhibitor collects the same within 7 days.
- 26. Goods and Services Tax The Exhibitor agrees that all payments or considerations made pursuant to this Contract are exclusive of any Goods and Services Tax levied under the Tax Laws of Qatar which shall where payable, be borne fully by the Exhibitor.
- 27. Net of Taxes All payments due under this Contract to the Organiser by the Exhibitor shall be net of all taxes that may be levied on any government from time to time. To the extent that the Exhibitor is required to deduct or withhold any tax for any reason, the Exhibitor shall pay such additional amounts as is necessary to ensure that the Organiser receives and retains a net sum of what it would receive had there been no such deduction or withholding required or made. The Exhibitor shall pay all required taxes to the tax authorities and obtain certificates from them evidencing payments of such taxes and forward the same to the Organiser within 15 days of receipt of the said certificates. In the event that any interest or penalties are levied in respect of such tax payment by the tax authorities, the same shall be solely paid by the Exhibitor. Taxes as used herein, shall mean any present or future taxes, assessments or other governmental charges or taxes on income, capital gains, know-how, goodwill, payroll, property, sales, value-added tax, import duties, excise or other assessments by any taxing authority of any jurisdiction.
- 28. Stamp and Other Duties The Exhibitor shall pay all stamp duties, legal fees and other charges for and incidental to the preparation and stamping of this Contract and any costs and expenses incurred by The Organiser in connection with this Contract shall be paid by the Exhibitor.
- 29. 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. The Organiser may at any time and from time to time make further rules and regulations (having immediate effect) in relation to any aspect of the Exhibition. Such rules and regulations shall be deemed to form part of this Contract, and shall be binding on the Exhibitor. The Organiser shall be entitled to and may, from time to time, change the exhibition floor plan. In the event of a conflict between the clauses herein and those set out in the Exhibitor Manual, these Exhibition Rules and Regulations shall take precedence.
- 30. Severance If any term in this Contract shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law, the term or provision or part shall to the extent be deemed to no longer form any part of this Contract and the enforceability of the remainder of this Contract shall not be affected provided that if the Organiser at its discretion decides that the effect of such severance is to defeat the original intention of the parties, the Organiser shall be entitled to terminate this Contract by thirty (30) days written notice to the Exhibitor without prejudice to the rights and remedies of each Party against the other in respect of any antecedent breach under this Contract.
- 31. Remedies and Implied Waivers No failure or delay on the part of the Organiser to exercise any right or remedy under this Contract will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided by this Contract are cumulative and not exclusive of any rights or remedies provided by law.
- 32. Set-off Clause The Organiser may deduct from or set-off against any money due or becoming due at any time from the Organiser to the Exhibitor, under this or any other contract between the Exhibitor and the organiser or its related companies.
- 33. Compliance Clause The Exhibitor shall comply with all conditions, rules and regulations prescribed by the Organiser governing the use of the Allocated Space and the Hall and shall, upon the Organiser's written request, forthwith take all necessary action and/or refrain from any further action which is, in the Organiser's view, necessary to comply with any of its obligation and, forthwith provide any necessary information or document to evidence such compliance.
- 34. Assignment Clause The Organiser may assign or transfer or deal with its rights and obligations under this Contract. The Exhibitor may not assign or transfer or deal with any of its rights or obligations under this Contract, nor to suffer or permit any other person or company to have the use of the Allocated Space.
- 35. Amendment Clause The rules and regulations herein shall be amended by the Organiser from time to time after giving seven (7) days prior written notice to the Exhibitor.
- 36. Notices Any notice to be served on each Party shall be sent by prepaid recorded delivery or registered post to the address of the relevant Party shown at the head of this Contract or by facsimile transmission or by electronic mail or by telex and shall be deemed to have been received by the addressee
- within seventy-two (72) hours of posting or twenty-four (24) hours if sent by facsimile transmission or by electronic mail or by telex to the correct facsimile number or electronic mail number of the addressee (with correct answerback).
- 37. Confidentiality The Exhibitor shall not disclose to any person or entity any information in any form (including analyses, compilations, forecasts, studies, research, data, photographs, drawings, specifications, designs and software programs) provided by the Organiser under this Contract without the prior written consent of the Organiser.

Notwithstanding this, the Exhibitor may disclose such information to:

- (a) ts agents, servants or contractors on a need to know basis Provided that such agents, servants and contractors are first subject to the same confidentiality restriction contained herein;
- (b) Any other person pursuant to a legal requirement to disclose or pursuant to any judicial authority which require disclosure Provided that -
- (i) if the Exhibitor, its agents, servants and contractors shall become compelled by law to disclose such information, such party will immediately notify the Organiser in writing of the fact so that the Organiser may, if it wishes, seek to prevent that disclosure;
- (iii) if the Exhibitor, its agents, servants and contractors shall take such steps as the Organiser shall require to prevent or minimize the scope of any disclosure; and
- (iii) in any case, if the Exhibitor, its agents servants or contractors are compelled to make disclosure, they shall disclose only that portion of the relevant information which must be disclosed; or (c) Any other person to the extent such disclosure shall either already be known to such person not due to a breach of this clause or is a matter of public knowledge
- The provisions of this clause shall remain in full force and effect notwithstanding the termination or expiry of this Contract for whatever reason.
- 38. Headings The headings on this Contract are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of the clauses of this Contract nor in any way affect this Contract.
- 39. Entire Contract This Contract supersedes all prior agreements, representations, arrangements and understanding between the parties whether written or oral relating to the subject matter hereof. No amendment to this Contract shall be binding upon the parties unless made in writing and signed by both parties.
- The Exhibitor "Director or duty authorised executive" acting for and on behalf of the exhibiting committee hereby declares that she/he has read and understood fully the Exhibition and Regulations and agrees to abide them.