



## CONDITIONS AND PARTICIPATION TERMS

### PARTICIPATION AGREEMENT

Between

**FISA S.A.**

And

**UK DEFENCE AND SECURITY EXPORTS**

In Santiago de Chile, on 20-03-2024, appear the company **FISA S.A.**, tax identification number 96.955.780-0, represented by Mr./Ms. **Rodrigo Bastidas**, identity card number N° 13.730.602-6, both residing for these purposes at Nueva Costanera Avenue No. 4040, Floor -1, Office 4, Vitacura commune, Santiago, Chile (hereinafter also referred to as "**FISA**" or the "**Organizer**"), on the one hand; and, on the other hand, the company, **UK DEFENCE AND SECURITY EXPORTS** represented by Mr. Joe Stevens Head of Commercial for Corporate, Marketing & Events both residing for these purposes at, The Department for Business and Trade, Old Admiralty Building, London, United Kingdom, (hereinafter also referred to as the "Exhibitor" and together with FISA S.A., as the "**Parties**"); who agree to enter into an agreement (hereinafter also interchangeably referred to as the "**Agreement**") that will be governed by the terms and conditions described below:

#### **FIRST: Background.**

FISA organizes a fair called "EXPONAVAL 2024" (the "**Fair**" or the "**Event**"), which will take place in Valparaíso City, [REDACTED]

Notwithstanding the provisions of this instrument, which prevail over any other provision, the terms, and conditions for the operation of the Fair are contained in the General Regulations of the Fair (the "**Regulations**"), which the Exhibitor declares to have received in its entirety, thus fully understanding its content, and accepting all its provisions, which are an integral part of this Agreement and considered essential for the contracting. Furthermore, it is noted that a copy of the aforementioned Regulations is available on the website: [REDACTED]

However, considering the participation of third parties in the Fair and the need for coordination that this may impose on FISA, the Parties grant FISA the authority to make updates, modifications, and/or additions to the aforementioned Regulations, without altering the essence of this Agreement, always with justified cause and without imposing a substantial burden on the Exhibitor.



**SECOND:** Object of the Agreement.

Subject to the terms and conditions outlined in this instrument, FISA leases to the Exhibitor the exhibition space described below (the "**Exhibition Space**"), the location, area, and other characteristics of which are provided in the Regulations and the general floor plan of the Fair (the "**Floor Plan**"), attached as an Annex to this instrument and forming an integral part thereof for all applicable purposes:

Type	Area	Stand No	SQM Price Tax Incl	Total Price Tax incl

The Parties acknowledge that, for justified reasons and without imposing any additional substantial burden on the Exhibitor, and with a notice period of no less than 5 consecutive days prior to the Fair, FISA may replace the location of the Exhibition Space with another equivalent or larger space, without entitling the Exhibitor to any indemnification or additional rights of any kind.

**THIRD:** Purpose.

The Exhibition Space leased shall be exclusively used by the Exhibitor to participate as a specialized exhibitor in the specific industry of the Fair. Once the space is delivered, the Exhibitor is obligated to use it by the terms of this Agreement and the Regulations.

If the Exhibitor fails to comply with this obligation, either by: */i/* using the Exhibition Space, wholly or partially, for a different purpose than stated at any time during the duration of the Fair, */ii/* not attending the space reception at the scheduled time and date, */iii/* refusing to sign the Delivery Certificate as indicated in the following clause, or */iv/* not conducting the activities appropriate to the Exhibition Space after receiving it, FISA may terminate this Agreement prematurely, which will have a full legal effect on the same day the corresponding notice is received. In such case, the Exhibitor shall be obliged to return the space as specified in Clause Twelve, on the next consecutive day following the date of the notice or the same day of the notice if it occurs during the actual occurrence of the Fair. From the date of the notice, FISA shall have the right to freely contract with third parties regarding any of the goods and/or services covered by this Agreement.

In this event of termination, in addition to the total price agreed for the entire duration of the Agreement, the Exhibitor shall be required to pay a penalty equivalent to 20% of the total price. This is without prejudice to any actions and rights that either Party may exercise, which shall not affect the aforementioned obligation of restitution, which shall be enforceable in any case.

**FOURTH: Delivery.**

The physical delivery of the Exhibition Space will take place according to the deadlines established in the Regulations. The Parties will record the delivery in a signed certificate, which will be an integral part of this Agreement.

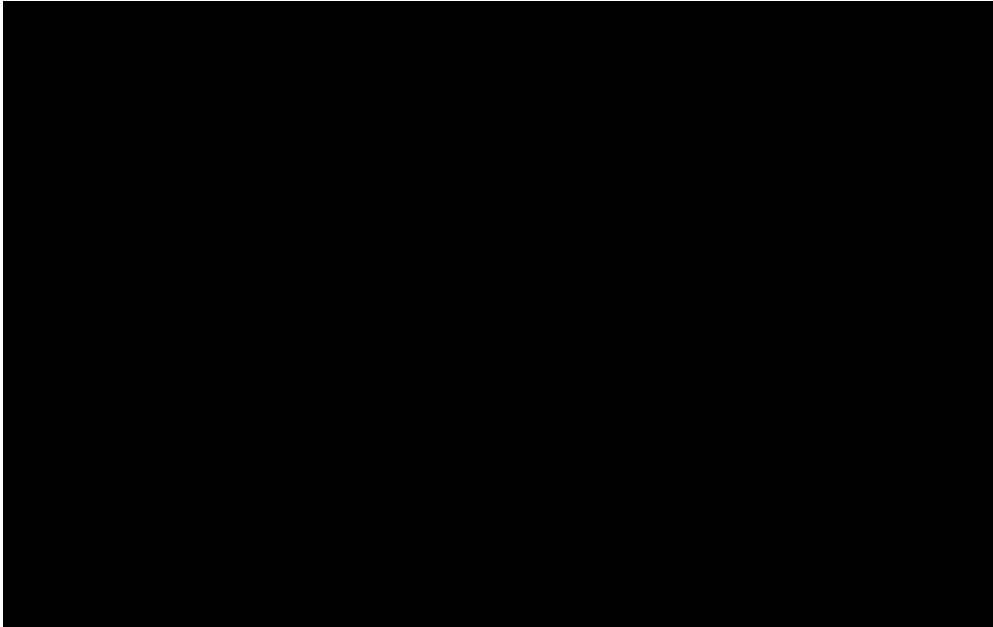
If, due to events or circumstances not attributable to FISA, it is not possible to deliver the Exhibition Space at the agreed time, the Organizer must notify the Exhibitor, providing information on the alternative timing for the delivery. In any case, the delivery cannot be later than 24 hours before the scheduled date and time for the start of the Fair.

**FIFTH: Duration.**

This Agreement is effective as of the date stated and continues until the conclusion of the Fair specified in Clause First, including the dismantling activities and without prejudice to the fulfillment of all obligations that arise for the Parties under the Regulations and other applicable provisions.

**SIXTH: Price and Payment Method.**

Agreement amounts to € 50.730 to the following schedule:



In the event of delay or non-payment of any of the aforementioned installments, the Organizer may terminate this contract prematurely, unilaterally, and immediately, with full legal effect, upon written communication to the Exhibitor, without the need for any demand or judicial declaration of any kind.



Additionally, in the event of such premature termination, the Exhibitor shall be required to pay the total Price, plus a penalty as a conventional and anticipatory assessment of damages, equivalent to 20% of the total value of the Price. Furthermore, in this case of premature termination, the Organizer shall be entitled to take immediate physical possession of the Exhibition Space.

**SEVENTH: Maintenance.**

The Exhibitor undertakes to keep the Exhibition Space in a clean and well-maintained condition, in accordance with the terms set forth in this Agreement, the Regulations, and applicable law.

**EIGHTH: Additional Services and Sponsorships.**

Before or during the Fair, the Exhibitor may request from FISA the provision of additional services beyond those contracted under the Exhibition Space (hereinafter referred to as "**Additional Services**").

The Additional Services may be provided by FISA or by a third party, at the discretion of FISA. In both cases, the Exhibitor is obliged to pay the price for the Additional Services. If the Additional Services are provided by FISA S.A., payment must be made before the start date of the Fair or at the time they are requested by the Exhibitor during the Fair, as applicable. If the Exhibitor fails to make payment within this period, they shall be required to pay the price of the Additional Services plus a 10% surcharge on their value for each day of delay. If the Exhibitor fails to comply with this obligation, FISA may terminate the Contract in advance, under the same terms as stated in Clause Six, with the payment obligations of the Price and the penalty established therein becoming due and payable, which are fully reproduced for all purposes.

In the event that the Exhibitor hires Sponsorship services, the terms, and conditions exclusively related to such services shall be governed by the Sponsorship Service Agreement executed by the parties. The termination of this Agreement shall not affect those obligations of the parties that remain pending with respect to Sponsorship, which will be fulfilled according to the terms stipulated in the corresponding Sponsorship Service Agreement.

**NINTH: Prohibition of Assignment, Subleasing, or Transfer.**

The Exhibitor shall not assign, sublease, or transfer in any way any of its rights or obligations arising from this Contract, as well as the Contract itself, without prior written authorization from FISA.



**TENTH: Postponement, Cancellation, Force Majeure.**

**10.1 Force Majeure.**

In the event of an occurrence of an event constituting force majeure, excessive supervening hardship, or an act of God (any of the aforementioned, "**Force Majeure**"), the Organizer may suspend, relocate, or cancel the Fair, in accordance with the provisions set forth in this clause.

The Parties agree that, without considering this as a limit to the qualification of other circumstances, the following shall be understood as especially constituting events of Force Majeure: terrorism, war, riots, fires, legal or illegal strikes, acts of civil disobedience, natural disasters, excessive rainfall, scarcity of raw materials, pandemics, administrative closure of the venue or its illegal occupation, the occurrence of events or circumstances not attributable to FISA that make the execution of the Fair excessively burdensome, changes in regulations applicable to the Fair, imposition of taxes and/or levies not considered as of this date that affect the execution of the Fair or the Organizer.

**10.2. Suspension of the Event due to Force Majeure.**

If the impediment caused by Force Majeure is temporary, understood as any circumstance that affects the execution of the Fair initially planned but allows its realization, under equivalent conditions, within a period not exceeding 12 months from that date, the Organizer may choose to either cancel the Fair, as stipulated in the following section or suspend it and reschedule it within said period. In both cases, the Organizer must communicate its decision via email to the address indicated in Clause Thirteenth of the Contract.

In the event of a suspension, the obligations of the Parties shall remain enforceable, without the right to any form of compensation or indemnification for the Parties. The Contract shall remain in effect, considering the date informed by the Organizer as the new date of the Event.

**10.3. Cancellation of the Event due to Force Majeure.**

If the impediment caused by Force Majeure affects the realization of the Fair or the Organizer, without the Organizer having communicated its suspension to the Exhibitor through any written means, as indicated in the previous section, it may then cancel the Fair. In such an event, the resolution of this Contract shall automatically take effect, without the need for judicial or arbitral declaration, and the Parties shall be released from their obligations. The termination of the contract due to the cause referred to in this clause shall not entitle either Party to a refund of previously paid amounts or any form of compensation.

**10.4. Modification of the Fair.**



Notwithstanding the above, the Parties agree that FISA may freely modify the venue or dates on which the Fair will take place. In such a circumstance, FISA shall send a communication to the Exhibitor with a minimum of 30 consecutive days' notice prior to the scheduled date of the Fair, as stipulated in this agreement.

In this case, the Exhibitor may choose freely to continue with this Contract, according to the new conditions and timing informed by the Organizer or terminate the Contract. In the event of termination, the Exhibitor may also choose any of the following options:

- a. Receive a voucher that can be used for a future event organized by the Organizer, with an amount corresponding to the sums already paid by the Exhibitor, minus a 10% deduction from that value, which will not be refundable.
- b. Recover the previously paid sums of money, considering the following deductions:
  - 50% of the sums paid prior to the termination of the contract, if the announcement of the Fair's Modification or Cancellation and the corresponding request for reimbursement is made more than 90 days in advance of the scheduled Event date; or
  - 70% of the sums paid prior to the termination of the contract if the announcement of the Fair's Modification or Cancellation and the corresponding request for reimbursement is made less than 90 days in advance of the scheduled Event date.

#### **10.5. Termination of the Contract by Exhibitor's Decision**

Parties agree that the Exhibitor shall have the right to terminate this Contract prematurely and unilaterally, in the following circumstances and according to the conditions specified in this clause:

- a) From this date until 270 consecutive days prior to the scheduled date of the Event: by paying an amount equivalent to 50% of the total agreed Price stated in Clause Six of this Contract.
- b) Between 269 and 180 consecutive days prior to the scheduled date of the Event: by paying an amount equivalent to 75% of the total agreed Price stated in Clause Six of this Contract.
- c) Between 179 and 5 consecutive days prior to the scheduled date of the Event: by paying an amount equivalent to 100% of the total agreed Price stated in Clause Six of this Contract.
- d) If, after the aforementioned periods, the Exhibitor terminates this contract prematurely based on the causes stated in this clause 10.5, fails to attend the reception, or does not use all or part of the Exhibition Space as agreed in this Contract, the Organizer may declare this Contract terminated using a written communication, which shall have full legal effect without the need for any judicial or arbitral declaration. In such case, the Organizer shall be entitled to the total Price plus a penalty, as a conventional and anticipated assessment of damages, equivalent to 50% of the total Price. Additionally, in the event of early termination, the Organizer shall be authorized to immediately take physical possession of the Exhibition Space. It shall be the sole responsibility of the Exhibitor to promptly vacate





the space. If the Exhibitor fails to do so within 12 hours of being required to, the Organizer shall be entitled, but not obliged, to vacate the space using its own means, storing the goods and items found therein. These shall be returned to the Exhibitor upon payment of the Price, the aforementioned penalty, and any expenses incurred by the Organizer for the vacation and storage of the space.

**10.6.** The Parties acknowledge that the exercise of the rights established in this clause in favor of the Organizer does not preclude the possibility of exercising them again during the term of the Contract.

**10.7.** In any case, concerning any obligation under this Contract, if either party is held liable to pay damages for an event attributable to their negligence (excluding willful misconduct), the Parties agree that the maximum limit of such indemnification shall be subject to the amount of the Price agreed upon in this Contract.

#### **ELEVENTH: Early Termination.**

In addition to the provisions stated in the preceding clauses, the Parties may terminate the Contract prematurely based on legal grounds and the specific causes regulated in this clause. In such cases, the party invoking the cause shall send a written notice to the other party in accordance with Clause Thirteen of the Contract, which shall take effect the day following its dispatch, without the need for judicial or arbitral declaration.

The causes for which FISA may terminate the Contract prematurely are as follows: **(i)** the Expositor's failure to make timely payment of all or part of the Price; **(ii)** the impossibility of delivering the Exhibition Space due to the Expositor's fault; **(iii)** if the Expositor uses the Exhibition Space for purposes other than those specified in the terms or spirit of the Contract and the Regulations; **(iv)** the Expositor's failure to make full and timely payment for Additional Services; **(v)** the Expositor's failure to comply with obligations set forth in the Regulations; **(vi)** the Expositor's failure to maintain the Exhibition Space in perfect condition; and/or **(vii)** behaviors or actions by the Expositor that are contrary to good customs, morality, public order, or that disrupt the normal course of the Fair. In any case of premature termination of the Contract due to the Expositor's fault, the Expositor shall be obligated to make full payment of the Price.

The causes for which the Expositor may terminate the Contract prematurely are as follows: **(i)** the impossibility of delivering the Exhibition Space due to FISA S.A.'s fault, provided that FISA. does not offer an equivalent or superior exhibition space as stipulated in Clause Three of the Contract; and **(ii)** if FISA changes the location of the Fair to another city or the dates of the Fair by more than 365 consecutive days before or after the original start date. In these cases, the Expositor shall be entitled to a refund of the amount paid as Price, as the sole and total compensation for any damages suffered, waiving any further action, or right seeking additional indemnification or compensation.

#### **TWELFTH: Restitution of Exhibition Space.**

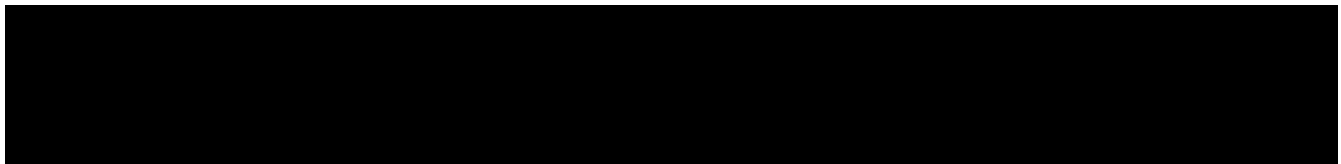
The Expositor undertakes to return the Exhibition Space, clean and completely vacated, in the same condition as received from FISA S.A., within the maximum period established in the Regulations or on the



following day following the termination of this Contract, whichever occurs first. The return of the Exhibition Space shall not be deemed fulfilled until it is verified materially and fully in the agreed terms. In case of any delay, a daily penalty in favor of the Organizer shall accrue, amounting to 10% of the total Price in pesos for each day of delay.


**THIRTEENTH: Communications between the Parties.**

All communications that the Parties must make in accordance with or under the merits of this Agreement shall be deemed effectively and validly made on the following calendar day after they are dispatched to the following email addresses, and it is the responsibility of each Party to become aware of such communications in the respective mailboxes as indicated:



These email addresses may be modified by the Parties at any time during the term of this Agreement, by providing prior notice to the other Party to the currently effective address at the time of such notification.

**FOURTEENTH: The fight against corruption and influence trafficking.**

The parties base their business relationship on the principles of transparency and integrity. FISA S.A., as part of the GL EVENTS group, has established a CODE OF ETHICS AND ANTI-CORRUPTION that can be downloaded at 

In accordance with these principles and the Business Code of Conduct, the negotiations and business relations between the parties shall not give rise to behaviors or acts by themselves or their executives or employees that could be considered as corruption or influence trafficking. During their relationship, each party reserves the right to request from the other party the actions taken to ensure that their legal representatives, employees, subcontractors, suppliers, agents, or any third party they engage with also comply with the same commitments and undertake to respect these principles of transparency and integrity. This clause shall be considered an essential commitment in the relationship between the parties.

Considering the above, and during the execution of the contract, the parties commit to strictly comply with the applicable laws prohibiting bribery of public and private officials, influence trafficking, and money laundering, including in particular:

- (i) The U.S. Foreign Corrupt Practices Act (FCPA) of 1977;
- ( ) The UK Bribery Act of 2010;
- ( ) French Law No. 2016-1691 of December 9, 2016, on transparency, anti-corruption, and modernization of the economy, particularly Article 17;





- ( ) The OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions of December 17, 1997; and,
- ( ) Chilean Law 20.393 establishing the Criminal Liability of Legal Entities.

If FISA informs the Exhibitor that it has reasonable grounds to believe that the Exhibitor has breached any provisions of this clause:

- FISA shall have the right to suspend the execution of this Contract without prior notice and for the time it deems necessary to investigate the conduct of the Exhibitor, without incurring any liability or obligation to the Exhibitor for such suspension.
- The Exhibitor shall take all reasonable measures to prevent the loss or destruction of any documentary evidence of the conduct in question.

**FIFTEENTH: Declaration.**

The representatives of both parties solemnly declare, under oath and their personal responsibilities, that they have the necessary powers and authority to bind their respective companies to the terms set forth in this instrument. This declaration has been essential at the time of entering into this Contract.

**SIXTEENTH: Applicable Law and Competent Court.**

This Contract shall be governed by the laws of the Republic of Chile, and for all purposes, the Parties establish their domicile in the district and city of Santiago, Chile.

Any difficulty or controversy arising between the Parties concerning the application, interpretation, duration, validity, or execution of this Contract or any other matter shall be submitted to the ordinary courts of justice of the Republic of Chile.

