

Contract

Contract to:
United Kingdom's Department for Business & Trade

Event:

This contract is between:

The Parties hereby agree: The Client will participate as **Associate** at **Seamless Middle East 2024** ("the Event"), subject to the Terms and Conditions incorporated into this Contract.

Package	
Price	
Tax 5%	
Total	

Package benefits	QTY
Premium speaking slot -Panel session speaker - E-Commerce Stadium (Developing a Unique and Memorable Brand that Reflects your Business' Value, Vision and Personality In a Digital Era) with related digital and onsite collateral listing	1
Premium/full access to Event Networking App and networking benefits	Yes
Associate Partnership logo positioning (digital / onsite collateral)	Yes
Trade and Investment Partner of the Seamless Industry Event on 14th-16th May	Yes
Conference Pass for clients to attend the conference sessions (Non-transferable)	5
Conference passes - Staff	5
Event platform exhibitor listing (logo and profile)	Yes
Logo on event website with a link to your profile and website (Max 100 Words)	Yes

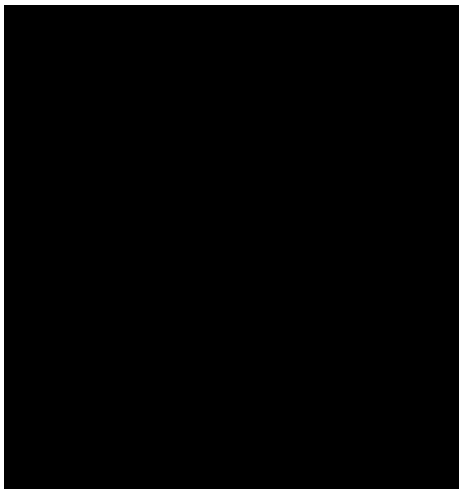


Payment terms

1. Payment terms: 100% is post event and within 30 days of the date of the final invoice. Overdue debts shall be handed over for collection with costs
2. The Client is not permitted to cancel this Contract except with the written consent of Terrapinn.
 - a. Where there is an agreed cancellation permitted, the Client shall pay to Terrapinn the amount, representing liquidated damages to compensate Terrapinn for all losses incurred as a result of the cancellation, as follows:-
 - I. 80% of the contract price for cancellation made more than 6 months prior to the start date of the event; or
 - II. 100% of the contract price for cancellation made 6 months or less prior to the start date of the event.

We agree to observe and are bound by the terms and conditions of this contract as outlined below.

**Duly authorised and signed for and on behalf of
Terrapinn Middle East Fz Llc:**



**Duly authorised and signed for and on behalf of the
Client:**



RULES AND CONDITIONS FOR EXHIBITION PARTICIPATION

In these conditions, the term "Exhibitor" means the party who books the floor space and is responsible for payment and the term "Exhibition" shall be deemed to mean the event named on the contract for Exhibition. The "Organiser" is that member of the Terrapinn group of companies nominated.

GENERAL

1. VAT

As per the UAE VAT legislation announced in August 2017, VAT of 5% will be chargeable from 01st January 2018 onwards

2. Opening Hours of Exhibition

The Exhibition will be open each day as specified. Times of opening will be notified to all exhibitors in due course and during these hours stands and exhibits must not be covered up.

3. Licensor and Licensee

A contract will be deemed to have arisen between the Exhibitor and Organiser when a "Contract" is signed by the Exhibitor and returned to the offices of the Organiser in the terms of these Conditions, subject to variation. The relations of licensor and licensee shall immediately arise and continue between the Organiser and the Exhibitor. In case of non-payment of any sum due from the Exhibitor to the Organiser or of the breach of non-observance by the Exhibitor of any of the terms of this contract or any conditions to be observed or performed by turn, then the Organiser shall have full right to revoke its license and reenter upon the allotted space and may remove and exclude the Exhibitor and all other persons without prejudice to the rights of the Organiser's to recover all monies payable by the Exhibitor hereunder and all other claims against him and damages sustained by the Organiser.

4. Allocation of space

The Organiser reserves the right to refuse, amend, change the position, withdraw or otherwise deal with the allocation of space should it, in its opinion, be in the general interest of the Exhibition.

5. Indemnity in respect of Exhibitor's employees, agents and representatives

The Exhibitor irrevocably indemnifies and holds the Organiser harmless against all and any damages, losses and/or claims of, and/or suffered by any and all employees, agents and representatives (whether official or not) of the Exhibitor, arising out of and during the course of damage, losses and/or claims. Notwithstanding anything to the contrary in this contract, nothing in this contract shall exclude, restrict or limit either party's liability for death or personal injury resulting from its negligence.

5. General Indemnity

The Exhibitor irrevocably indemnifies and holds the Organiser harmless against all and any damages, losses and/or claims of, and/or suffered by the Exhibitor and/or any third party (if so caused by the Exhibitor), arising out of and during the course of the preparation for and/or the duration of the Exhibition, regardless of the reason for or the cause of such damage, losses and/or claims. Notwithstanding anything to the contrary in this contract, nothing in this contract shall exclude, restrict or limit either party's liability for death or personal injury resulting from its negligence.

6. Insolvency or Bankruptcy

In the event of an Exhibitor, or intending Exhibitor, committing any act of insolvency or bankruptcy or being adjudged insolvent or bankrupt or, if a limited company being wound up except for the purpose of capital reorganisation the contract with it shall be terminated, its allocation cancelled and all monies paid by it under such contract shall be retained by the Organiser.

7. Prohibition of Transfer

Exhibitors may not sub-let, cede or grant licenses in respect of the whole or any part of the space allocated to them nor may advertisements or any type of literature from firms who are not bona fide Exhibitors be exhibited on or distributed from any stand or within the exhibition area.

8. Entire Contract

This contract represents the whole and only agreement between the parties in relation to the participation of the Exhibitor at the Event and supersedes any previous agreement whether written or oral between all or any of the parties in relation to that subject matter. Accordingly, all other terms, conditions, representations, warranties and other statements which would otherwise be implied (by law or otherwise) shall not form part of this contract.

The Exhibitor acknowledges that in entering into this contract it places no reliance on any representation, warranty or other statement of fact or opinion.

9. Third Party Rights

The parties do not intend any provision of this contract to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999.

10. Postponement or abandonment or change in venue and date

- The Exhibitor shall have no claim of any kind against the Organiser in respect of loss or damage (whether direct or indirect or whether consequential or not) upon the prevention, postponement or abandonment of the Exhibition by reason of the happening of any event
- The Organiser shall be entitled to re-allocate a date and/or venue for the event and retain all sums paid by the Exhibitor to date. If, for whatever reason, the Organiser is unable to deliver any of the benefits of the contract it may, without penalty, substitute alternative rights in the nature of those benefits to a value which is, in the Organiser's sole opinion, equivalent in value to the benefits
- Upon a new venue and/or date of the Exhibition being arranged, or upon the date for performance falling due, whichever is the latter, the Exhibitor/Sponsor shall pay the balance of all monies due to the Organiser.

11. Force Majeure

The Organiser shall not be liable for any loss suffered by the Exhibitor arising out of the delay in or prevention of performance of the Organiser's obligations under this contract due to any events outside of its control including, without limitation, acts of God, governmental actions, war or national emergency, riot,

civil commotion, fire, explosion, flood, pandemic, epidemic, lock-outs, strikes or other labour disputes, failures in utility supply, supplier failures, systems interruption, power surges, network unavailability, equipment failures, virus attack and any comparable circumstances.

- a. If the Organiser determines that its performance is delayed or prevented, it shall give notice in writing, including email, to the Exhibitor within a reasonable time of becoming aware of this;
- b. The Organiser shall not be liable for any claim, whether arising in contract, tort (including negligence) or otherwise (including, without limitation, the prevention or postponement or abandonment of the Event, the Exhibition Building becoming wholly or partially unavailable for the residing of the Event or the Event Platform not being able to deliver the event) for any reason for consequential, economic, special or other indirect loss including (without limitation) losses calculated by reference to profits, contracts, business, goodwill, income, production or accruals.
- c. In the event of prevention or postponement or abandonment of the Event by reason of the happening of any of the events referred to in this clause or the Exhibition Building becoming wholly or partially unavailable for the holding of the Exhibition for reasons beyond the Organiser's control or the Event Platform not being able to deliver the event, the Organiser shall be entitled to retain all sums paid by the Exhibitors or such part thereof as the Organiser in its sole discretion shall decide.
- d. If in the opinion of the Organiser, the Event can be carried through, by re-arrangement or postponement of the period of the Event, or by substitution of another hall or building or any other reasonable manner (including a change in format), the contract or contracts for space shall be binding upon the parties except as to the size and position of the stand, as to which any modification, substitution, or re-arrangement the Organiser in its sole discretion considers necessary shall be determined by the Organiser.

12. Insurance Liability

The Organiser will not be responsible for the safety of any exhibit or property of any Exhibitor, or any other person for the loss, or damage, or destruction to same, by theft, or fire, or other cause whatsoever, or for any loss or damage sustained by an Exhibitor, by reason of any defect in the building caused by fire, storm, tempest, lightning, national emergency, war, labour disputes, strikes or lockouts, civil disturbances, explosion, inevitable accident, force majeure, or any other cause not within the control of the Organiser whatever ejusdem generis or not or for any loss or damage occasioned.

As the Organiser will accept no responsibility for any of the matters aforesaid, the Exhibitor is advised to cover itself by insurance in respect thereof.

13. No Liability for individual Loss

- a. The Organiser shall not be liable for any claim, whether arising in contract, tort (including negligence) or otherwise (including, without limitation, the prevention or postponement or abandonment of the Exhibition by reason of Condition 11 (Force Majeure) or the Exhibition Building becoming wholly or partially unavailable for the residing of the Exhibition) for any reason for consequential, economic, special or other indirect loss including (without limitation) losses calculated by reference to profits, contracts, business, goodwill, income, production or accruals.
- b. In the event of prevention or postponement or abandonment of the Exhibition by reason of the happening of any of the events referred to in Condition 11 or the Exhibition Building becoming wholly or partially unavailable for the holding of the Exhibition for reasons beyond the Organiser's control, the Organiser shall be entitled to retain all sums paid by the Exhibitors or such part thereof as the Organiser in its sole discretion shall decide.
- c. If in the opinion of the Organiser, the Exhibition can be carried through, by re-arrangement or postponement of the period of the Exhibition, or by substitution of another hall or building or any other reasonable manner, the contract or contracts for space shall be binding upon the parties except as to the size and position of the stand, as to which any modification, substitution, or re-arrangement the Organiser in its sole discretion considers necessary shall be determined by the Organiser.

14. Cancellation of Space

All requests for cancellation or modification must be submitted in writing to the Managing Director on the client's letterhead.

15. Exhibits Subject to Lien

In the event of the Organiser having an account outstanding or claim pending against an Exhibitor the Organiser shall have the right of lien on the exhibits of that Exhibitor.

16. Admission to the Exhibition

The Organiser reserves to itself the right in its sole discretion to refuse admission to any person without assigning any reason for such refusal.

17. Processing of data

The Organiser will collect, process and transfer all data relating to the Event in line with its [Privacy Policy](#). In doing so it shall comply with GDPR and all other relevant data protection laws in providing attendee leads to the Exhibitor. The Exhibitor in turn agrees to process the attendee leads' personal data in a manner that is compliant with GDPR and all other relevant data protection laws.

18. Acceptance

Conditions which are contained in order forms other than those of the Organiser and which do not conform to or are in addition to the Organiser's conditions shall not be recognised as binding on the Organiser. Special conditions must be subject to mutual agreement of the party. The placing of an order by the Exhibitor in respect of the hiring of space and the exhibiting of itself shall be deemed to be an acceptance of all these conditions and shall be an express term of any contract. The Exhibitor accepts that all the terms in this contract including (without limitation) the exclusion and the limitation of liability conditions are

reasonable having regard to all circumstances.

19. Variation, cancellation and waiver

No contract varying, adding to, deleting from or cancelling this contract, and no waiver of any right under this contract, shall be effective unless reduced to writing and signed by or on behalf of the parties. The grant of any indulgence by a party under this contract shall not constitute a waiver of any right by the grantor or prevent or adversely affect the exercise by the grantor of any existing or future right of the grantor.

20.

If any part of any provision of this contract shall be invalid or unenforceable, then the remainder of such provision and all other provisions of this contract shall remain valid and enforceable.

21. Governing law and jurisdiction

This Agreement shall be governed by and construed in all respect in accordance with the laws of Dubai Courts/ TECOM.

EXHIBITION RULES

11.Delivery and Removal of Exhibits and Fittings

The Organiser will advise Exhibitors of the dates and times previous to the openings when exhibits and fittings may be received at the Exhibition Hall. All such goods must be brought in and taken out by the entrances and exits specified by the Organiser. Exhibitors must accept the ruling of the Organiser regarding the short- and long- term parking of delivery vehicles. Goods must not be removed from the Exhibition Hall during those hours when it is open to visitors except with the written permission of the Organiser.

12.Empty Boxes and Packing Cases

Empty cases and packing material may not be stored in offices or on stands as this is contrary to the regulations of the Local Authority. Exhibitors must make their own arrangements for storage.

13.Obstruction of Gangways

No obstruction to the gangways shall be permitted, either by goods or by any other manner.

14.Dangerous Materials

Fulminates, explosive and all articles of a dangerous nature cannot be admitted to the Exhibition Hall.

15.Fire Precautions

All materials used for building, decorating, draping or covering stands must be non-flammable or rendered so by immersion in fire-proofing solution to comply with regulations of the Local Authority.

16.Protection of Apparatus

All apparatus must be properly protected from danger by the Exhibitor, at his expense to meet the requirement of the authorities. The Organiser reserves to itself the right to call upon the Exhibitor to remove any such apparatus as may be considered to represent a potential source of danger. The Exhibitor irrevocably indemnifies and renders the Organiser harmless against any damage, loss or claim, of any person, arising in respect of or from any cause whatsoever in respect of the apparatus.

17.Building and Dismantling of Exhibition

Full details will be provided at a later date and all Exhibitors must observe the right to call upon the Exhibitor to remove any such apparatus as may be considered to represent a potential source of danger.

18.Food, Tobacco and Alcohol

The sole rights for the distribution and sale of all articles of food, drink or tobacco are held by the catering concessionaires and no Exhibitor shall give away or distribute any such article without the written consent of the Organiser.

SERVICES

19.Passes and Tickets of Admission

Passes - which are not transferable - to admit Exhibitor, Attendants and Exhibitor's Workmen will be supplied free of cost to Exhibitors, and no Exhibitor, Attendant or Workmen will be admitted without such a pass being produced on entering to an official appointed by the Organiser. In the event of any such pass being transferred or otherwise disposed of, the pass will be immediately forfeited and no further pass will be issued. All passes must be signed by the actual holder in ink before being presented.

Exhibitors will be given complimentary tickets free of charge for their own use for the purpose of inviting customers to the Exhibition. Further supplies of Exhibition admission tickets will be available. These tickets are available for single admission on any day and are not returnable. All tickets are issued, and visitors are admitted to the Exhibition on the undertaking that no canvassing is allowed by non-exhibitors and visitors acting contrary to this condition, or who are suspected of canvassing render themselves liable to immediate expulsion.

20.Stand fitting

The Organiser shall provide a dimensional drawing of the shell scheme to any Exhibitor who shall require the same. The Organiser reserves the right to stipulate the standards for the construction of exhibition stands. This structure may not be altered in any way. Exhibitors are responsible for the cost and erection of any benches, counters or other contrivances for the display of their goods and for complete stand construction on space only sites. The Organiser reserves the right to claim compensation or replacement of any stand which is, in the sole opinion of the organiser, damaged, whether materially, or otherwise, from the Exhibitor if the Stand is not returned in good condition. Exhibitors must comply in all respects with the Organiser's regulations and any Local Authority requirements currently in force and which govern the conduct of any exhibition. No contractors will be allowed to enter the Exhibition without the written consent of the Organiser who will not be liable in any way whatsoever for the acts or defaults of any contractors or their servants. Rates of pay for all labour employed by the Exhibitor's Contractors for work carried out on behalf of the exhibitor including stand construction, stand-fitting, electrical installation, decoration (including floral work) must be neither more nor less favourable than those provided for in the Exhibition Stand Work Agreement of the National Joint Council for the Exhibition industry and the National Exhibition Electrical Joint Council in force at the time of the Exhibition.

21. Lighting and/or power on Stands

General gangway lighting will be provided by the Organiser. Exhibitors must provide at their own expense all electrical apparatus and connections they may require additional to any lighting fittings or power supplies which may be provided on stands by the Organiser. Such apparatus and connections will only be installed at the Exhibitor's expense and must be carried out by the Contractors officially appointed by the Organiser for such work. The Exhibitor undertakes not to overload the lighting or power system and only to use equipment which has been approved by the Organiser in respect of such lighting and power. The Organiser reserves the right in its sole discretion to check any equipment used by the Exhibitor which provides or draws off lighting and power. All Exhibitors must observe the Organiser's right to call upon the Exhibitor to remove any such apparatus as may be considered by the Organiser in its sole opinion to represent a potential source of danger.

Exhibitors must comply in all respects with the Organiser's regulations and any Local Authority requirements currently in respect of lighting and power at an Exhibition. The Exhibitor irrevocably indemnifies and renders the Organiser harmless against any damage, loss or claim, of any person, of any nature, by or of any person, arising from any cause whatsoever in respect of the lighting and power.

22. Gas, Water and Waste

Exhibitors who may require gas, water or waste services to be brought to their stands must apply, in writing, to the official plumbing contractors not later than two months before the opening date of the event, advising the Organiser at the same time. No Exhibitor will have any claim against the Organiser if gas, water and waste services cannot be supplied. As the Organiser will accept no responsibility for damages to the Exhibitor, caused by gas, water or waste, the Exhibitor is advised to cover itself by insurance in respect thereof.

23. Cleaning

The Organiser will arrange for the cleaning of all stand areas and public gangways, but Exhibitors will be responsible for the cleaning of their own exhibits and displays.

24. Exhibition Services

The Organiser accepts no responsibility for breakdown or failure of any of the services provided for, or in connection with this Exhibition.

ACCOUNTS

25. Charges for Space

The charges for space are as shown on the Contract for Exhibition Stand Space form. The rates are for floor space only or floor space with shell scheme erected by the Organiser's Contractor for the Exhibitor.

26. Payment for Space

Payments for space are to be made in the amounts as specified on the Contract for Exhibition Stand Space form. Where payments for space are not made when due, any previous deposit may be forfeited and the space re-allocated if the Organiser so decides. Any loss incurred by the Organiser due to such nonpayment must be paid by the Exhibitor.

27. Billing

- I. In consideration of the grant of the Exhibitor Rights, the Client agrees to pay the Exhibitor Fee to Terrapinn. Unless otherwise stated all Exhibitor, Fee quoted by Terrapinn are exclusive of VAT, which will be additionally payable by the Client.
- II. [Terrapinn will invoice the Client for the](#) Exhibitor Fee following its acceptance of the Clients Order. Unless otherwise agreed in writing by Terrapinn, invoices are payable and due within 30 days of the date of the invoice. Notwithstanding this, all amounts must be paid in full prior to the event start date.