



**WORLD
DEFENSE
SHOW**
SAUDI ARABIA
6-9 MARCH 2022

FOUNDED BY



الهيئة العامة للصناعات العسكرية
General Authority for Military Industries

EXHIBITING COMPANY DETAILS

Company Name: UKDefenceandSecurityExports(UKDSE)

Are you the primary contact** for this company's participation at WDS 2022? ☒ Yes ☐ No

*By declaring your Twitter handle you are agreeing that GAMI / WDS can utilize it in their Social Media Marketing.

**The primary contact will be granted access to the Exhibitor Portal (EP), an online tool to organize show participation and purchase services.

AGENT OR CONTRACTOR RESPONSIBLE FOR EXHIBITOR PARTICIPATION

Are you organizing participation at WDS 2022 on behalf of the exhibiting company? ☐ Yes ☒ No

Any agent or contractor applying on behalf of an exhibiting company is required to provide a signed statement from a Director of the Company, authorizing them to apply and/or purchase space on behalf of the Exhibitor. This form must not be submitted without the signed statement.

Company Name:	
Address:	
	Town/City:
Postcode:	Country:
Tel (+country code):	Fax:
Email:	
Contact Name:	Job Title:

Is the company applying as part of a pavilion/group stand? ☐ Yes ☐ No

Indicate the name of the group if applicable: _____

How did you hear about the World Defense Show 2022? _____

IS THE COMPANY A SME? (Small and Medium-Sized Enterprise)

☐ Yes ☒ No

Please tick category below if applicable:

Company Category	Employees	Turnover	(or) Balance Sheet Total
<input type="checkbox"/> Medium-size	<input type="checkbox"/> <250	<input type="checkbox"/> <USD 50m	<input type="checkbox"/> <USD 45m
<input type="checkbox"/> Small	<input type="checkbox"/> <50	<input type="checkbox"/> <USD 10m	<input type="checkbox"/> <USD 50m

PLEASE SELECT WHICH SECTOR IS MOST APPLICABLE FOR THE EXHIBITOR:

<input type="checkbox"/> Land Defense	<input type="checkbox"/> Air Defense	<input type="checkbox"/> Naval Defense	<input type="checkbox"/> Satellite	<input type="checkbox"/> Security	<input checked="" type="checkbox"/> Other*
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*Please specify: AlldefencesectorsRepresentingandpromotingUKDefenceIndustry.



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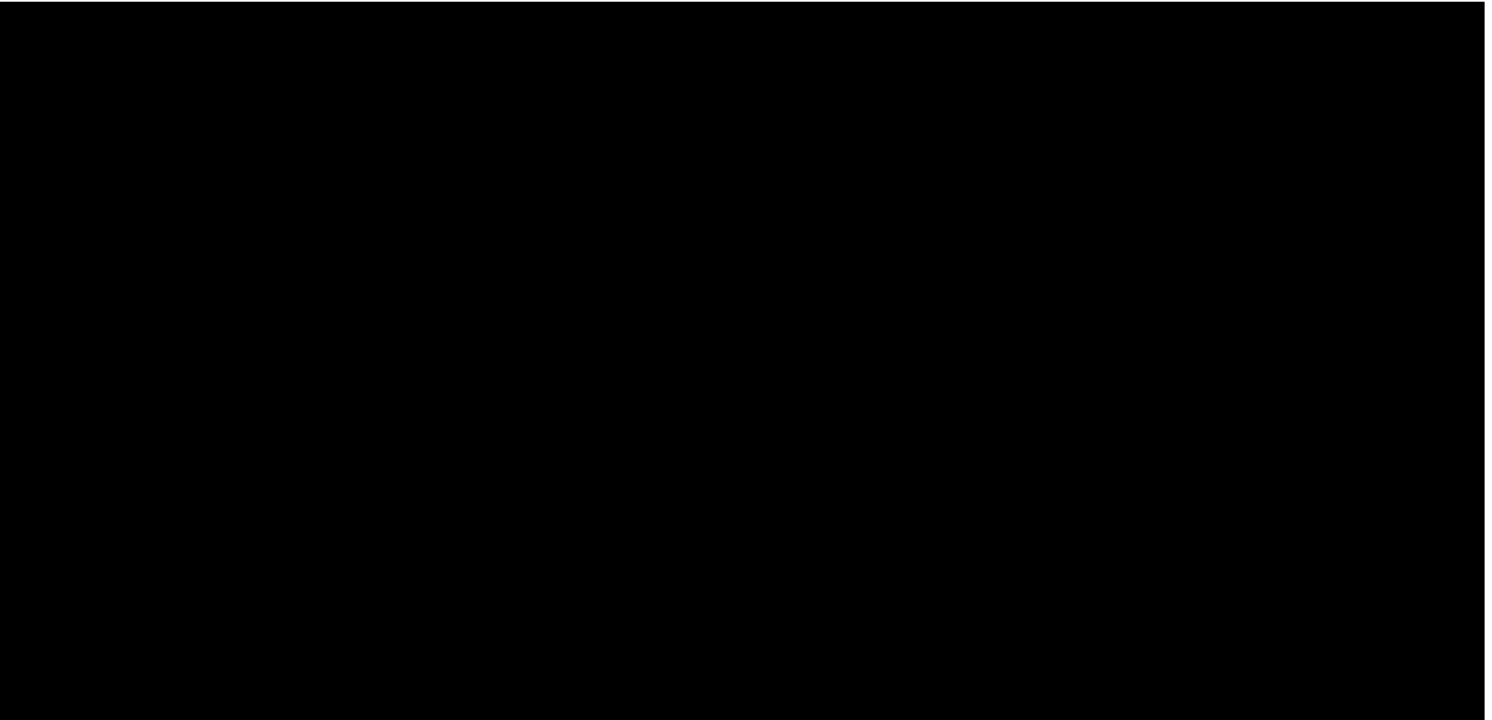


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A. EXHIBITION SPACE – SHELL SCHEME Prices are Per Square Meter



B. EXHIBITION HALL – SPACE ONLY





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C. OUTDOOR SPACE

D. HOSPITALITY SUITES

TOTAL COST

Total Order Value: USD

74,836.25

ADDITIONAL OPPORTUNITIES

Please indicate if you are interested in the following opportunities:

<input type="checkbox"/> Sponsorship at World Defense Show	<input type="checkbox"/> On-Site Branding Opportunities
<input type="checkbox"/> World Defense Show Conference	<input type="checkbox"/> Thought Leadership Sessions

☐ Live Land Demonstration☐ Air Display

Invoice should be addressed to: ☒ Exhibitor Address ☐ Agent/Contractor

For the attention of:

Company Name:

Address:

Town/City:

Postcode:

Country:

Tel (+country code):

Fax:

Email:

Contact Name:

Job Title:

The deposit payment is 20% on Applications completed prior to 30th April 2021, 50% on Applications submitted on or after 1st May 2021 and before the 31st August 2021 and the full amount is required on Applications on or after 1st September 2021. See Application form terms and conditions for full Payment Terms.

This application form, when completed and submitted, is a binding agreement between you and GAMI based on the terms which can be found on the following pages.

☒ I therefore confirm I am authorized to submit this application form.

FOR EXHIBITOR:



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

[Redacted content]

[Redacted content]



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FOR ORGANIZER:

Name: _____

CFO Signature: _____

Signature: _____

CEO Signature: _____

Date: _____

HALL#	STAND#

EXHIBITOR TERMS & CONDITIONS

1. INTRODUCTION

2. LICENSE

Upon the payment of the full Exhibition Fee, the Exhibitor shall have conditional and revocable license to participate in the Exhibition, in the space allocated to the Exhibitor by the Organizer, in its discretion. The parties hereto agree that this Agreement is not and shall not be deemed to be a Lease or an Agreement for Lease.

3. SERVICES OFFERED BY THE ORGANIZER

The term “stand” refers to any area which falls under one of the categories described in Article 3.1 to Article 3.6 herein. A description of these services can be found in the 2021 registration pack. The Organizer provides the exhibition space categories to Exhibitors described below. The Exhibitor undertakes to comply with the Exhibition Manual rules applying to the relevant category of space allocated to the Exhibitor in accordance with this Agreement:

- 3.1. Covered stands in the halls
- Bare stands (minimum surface area: 24 sqm).

The Exhibition Manual contains the construction rules applying to the stands. The Exhibitor must submit their stand layout plans to the Organizer for approval, independently of any regulatory and administrative provisions and any technical inspection certificates that the Exhibitor may have to obtain.

- Mezzanine
- Upper level or mezzanine constructions on bare stands, which are billed per sqm, must comply with height regulations (depending on the hall) and recess regulations (see ExhibitionManual). The permitted construction surface area of an upper level or mezzanine is no more than 50% of the stand's ground surface area and is limited to 300 sqm. This percentage may be reviewed depending on the number of mezzanine bookings, safety rules and limitations of the hall. The Exhibitor must submit their stand layout plans to the Organizer for approval, independently of any regulatory and administrative provisions and any technical inspection certificates that the Exhibitor may have to obtain.

- Shell Scheme stands, (minimum surface area: 9 sqm).
- The description of these exhibition areas is detailed on the Exhibitor Manual.

- 3.2. Hospitality Suites
- Hospitality Suites are reception areas designed to host Exhibitors' clients and visitors. The Exhibition Manual contains the construction rules of these areas and the relevant Technical Guide. Hospitality Suites are only allocated to Exhibitors who have reserved an exhibition stand (min 24 sqm).

- 3.3. Outdoor static display areas (minimum surface area: 15 sqm).
- The Organizer provides Exhibitors with outdoor bare areas (in sqm), known as static display areas, to exhibit products which are too large to exhibit indoors on stand. By definition no construction can be made on these areas.

- 3.4. Outdoor areas suitable for construction (minimum surface area: 18 sqm)
- Outdoor areas suitable for any kind of construction or fitting (whether covered or not) are called “outdoor buildings” and are subject to specific pricing, regardless of the type of structures built by the Exhibitor.

These surface areas are determined by the exact amount of floor space occupied by these structures must comply with the height regulations applicable in the relevant area of the exhibition site (as further described in the Exhibitor Manual).

The Exhibitor Manual contains the construction rules applicable to these areas. Exhibitors must submit their stand layout plans to the Organizer for approval, independently of any regulatory and administrative provisions and any technical inspection certificates the Direct Exhibitor may be required to obtain.

- 3.5. Outdoor exhibition space
- There are two options for exhibiting large outdoor exhibits at the Show:

- By booking a bare outdoor area by the square meter, as described in Article 3.3 above, allowing Exhibitors to present materials and aircraft.
- By registering aircraft by tonnage: in this case, the amount due is calculated at a fixed price depending on the empty-weight tonnage of each aircraft. By selecting this fixed price option, Exhibitors agree that the location of the aircraft will be determined by the Organizer, according to its own criteria and depending on the areas available. In this latter case, no structures other than the aircraft access route may be built by the Direct Exhibitor. In the event that two identical aircraft are presented, one in flight and one in a Static Display area, only one aircraft will be invoiced.

4. PAYMENT TERMS

- 4.1. Exhibition Fee
- In consideration for the license granted to use space in the Exhibition, the Exhibitor shall pay the Exhibition Fee relating to the space booked in accordance with the payment terms below. Exhibitor agrees that the Exhibition Fee is non-refundable except in case the Exhibition is cancelled or in accordance with Clause 5

- 4.2. Payment Schedule
- 4.2.1 Application form completed and submitted prior to 30th April 2021 shall be accompanied by a deposit payment equivalent to a minimum of 20% (twenty per cent) of the total value of the booked exhibition space (including VAT at the prevailing rate). A booking is not complete until payment of the deposit amount is received. All deposit payments are

non-refundable. The Organizer will send your second invoice for the second deposit payment equivalent to 30% (thirty per cent) of the total value of booked Exhibition space (including VAT at the prevailing rate) after 1st May 2021. You shall pay this deposit/invoice within 30 days of the date of the invoice. The Organizer will send your third invoice for the remaining deposit/ value of the booked Exhibition space (including VAT at the prevailing rate) after 1st September 2021. You shall pay this invoice within 30 days of the date of the invoice.

- 4.2.2 Application form completed and submitted on and after 1st May 2021 but before 31st August 2021 shall be accompanied by a deposit payment equivalent to a minimum of 50% (fifty per cent) of the total value of the booked Exhibition space (including VAT at the prevailing rate). A booking is not complete until payment of the deposit amount is received. The deposit payment is non-refundable. The Organizer will send your second invoice equivalent to remaining 50% (fifty per cent) for the remaining value of the booked Exhibition space (including VAT at the prevailing rate) after 1st September 2021. You shall pay this invoice within 30 days of the date of the invoice.

- 4.2.3 Application form completed and submitted on and after 1st September 2021 shall be accompanied by the payment of the full fee for the booked Exhibition space (including VAT at the prevailing rate). A booking is not complete unless payment of the full fee is made.

- 4.2.4 Note: With your submission of the completed Application form You become liable for the full payment of the Exhibition fee. The payment schedule is designed for your convenience only to allow You to pay for your contracted space in installments. Late payment of any sums due shall invalidate any “early bird” discount and the Organizer will invoice you for the difference between the discounted and non-discounted rate.

- 4.3. Without prejudice to the right of termination of the Organizer under Clause 27, if You fail to make any payment by the due date for payment, then You shall pay additional fees on the overdue amount at the rate of 4% (four per cent) per annum above the Saudi Arabian Monetary Authority (SAMA) base rate. Such additional fee shall accrue on a daily basis from the due date until actual payment of the overdue amount. You shall pay the additional fee together with the overdue amount. Time of payment is of the essence of this Agreement.

- 4.4. All payments must be made in SAR or USD by electronic funds transfer to GAMI. Please include the invoice number or client code on the payment reference.

- 4.5. If You are a VAT exempt exhibitor, please provide an official valid VAT exemption certificate.

- 4.6. You must pay all bank charges and transfer charges.

- 4.7. Remittances from abroad must be by electronic funds transfer in USD.

5. 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. Such a change 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 Exhibition Fee shall at all times be payable even if the Exhibitor eventually does not utilize all the exhibit space allocated to the Exhibitor. 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.

6. EXHIBITORS' MATERIALS AND REPRESENTATIVES

- 6.1. Eligible Exhibits. 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.

- 6.2. Representatives. The Exhibitor undertakes to list all participating representatives/ personnel as the Exhibitors of record. The Organizer reserves the right to limit the number of representatives for the Exhibitor in a single booth.

7. SUB-LICENSING (Co-exhibitor / Pavilion terms)

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 license in violation of the terms of this clause shall be null and void.

Except with the prior written consent of the Organizer, 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. None of the space, including Suites, may be assigned, sublet or shared without the written consent of the Organizers. 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.

8. WARRANTY

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

- 8.1. The Exhibitor is entering into this Agreement as principal and not as agent or nominee of any third party.
- 8.2. 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;
- 8.3. The Exhibitor shall abide by and observe all applicable laws and regulations as well as any instructions imposed by the Organizer; and
- 8.4. In the event of any breach of the representations, warranties and undertakings contained in this Agreement, 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, damages, losses, liabilities, charges, actions and expenses incurred or suffered as a result from such breach.

9. 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.

10. PERSONNEL AND 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.

11. 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.

12. EXHIBITS AND 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 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 those issued by the UN and the Kingdom of Saudi Arabia).

13. CUSTOMS

It is the responsibility of the Exhibitor to complete any customs formalities for equipment, products, vehicles and aircraft coming from abroad. The Exhibitor must comply with immigration procedures for all their employees, contractors and subcontractors. The Organizer cannot under any circumstances be held responsible for difficulties arising during these customs formalities.

14. SOUND LEVEL

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

15. 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 the exhibitor has provided a copy of their third party liability insurance covering the exhibitor appointed contractor (clause 21.4.6). The Exhibitor shall bear the cost of all such stand fitting works whether relating to the Shell Scheme or otherwise.

16. ELECTRICAL WORKS AND 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.

17. 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.

18. EXHIBIT CLEANING

The Exhibitor must make arrangements 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.

19. 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.

20. 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 31st July 2021, 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 1st August 2021, 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.

21. 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 through the Exhibitor Portal.

22. PUBLIC SAFETY INSURANCE AND EXHIBITION LIABILITIES

- 22.1 Security: Exhibitor 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.
- 22.2 Fire: All inflammable materials (such as empty boxes and other wrappings) should be immediately removed from the Exhibition premises.
- 22.3 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.
- 22.4 Insurance and Exhibition Liabilities:
 - 22.4.1 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.
 - 22.4.2 The Exhibitor is solely responsible for damage which may occur to their Exhibits, equipment, decorations, stock or stand or any other of their possessions due to fire, theft, deterioration, loss or damage, by water or damage suffered during any fire-fighting operations. The Organizer accepts no responsibility for ensuring the Exhibits and all equipment and decorations listed in the preceding sentence.
 - 22.4.3 The Exhibitor is responsible for all accidents that may occur to staff (including the Organizer's personnel), technicians, employees or exhibitors on duty on its own or neighboring stands, together with any visitors on its stand or neighboring stands, due to the use by the Exhibitor or anyone else delegated by the Exhibitor of machines, motors or other appliances or electric power.
 - 22.4.4 The Exhibitor is responsible for all other damages, injuries or accidents other than those already mentioned or those that the Exhibitor may foresee, and any other damage which may result from the Exhibitor's participation in the Exhibition, whether directly through the Exhibitor's own action, negligence or fault or through the action, negligence or 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.
 - 22.4.5 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.
 - 22.4.6 The Exhibitor shall obtain third party liability insurance from a local insurance company of good standing. This compulsory insurance will have to cover accidents suffered 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 and stand contractors.
 - 22.4.7 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.

22.4.8 The Exhibitor is reminded that he/she is responsible for effecting insurance cover for expenses incurred due to abandonment or postponement of the Exhibition for any reason.

22.4.9 The insurance policies mentioned above must include insurer's renunciation of any recourse against the following parties, in the event of damages, or accidents: World Defense Show, GAMI, The Government of the Kingdom of Saudi Arabia, Kingdom of Saudi Arabia Armed Forces GHQ, Municipality of Riyadh: the executives, representatives, directors and employees of all these persons, entities or organizations.

22.4.10 The period of liability of the Exhibitor shall be deemed to run from the time the Exhibitor or any of his servants, agents or contractors first enters the exhibition site and to continue until all his exhibits and properties have been removed.

22.4.11 The Exhibitor shall insure, indemnify and hold the Organizer harmless in respect of all costs, 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.

22.4.12 Non-payment of any insurance premium and any related costs by the Exhibitor shall authorize the Organizer to refuse the Exhibitor access to the Exhibition.

22.4.13 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 applicable laws and regulations caused by circumstances not under their control.

23. 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 Kingdom of Saudi Arabia, the Organizer, their respective officers, directors, employees and agents. The Exhibitor shall provide the Organizer with evidence of such waiver.

24. 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 Organizer. No storage behind exhibits is provided or permitted.

25. PROHIBITED EXHIBITS

Unless approved in writing by the Organizer, 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 Organizer.

The details of such prohibited exhibits are contained in the Exhibitor Manual. The Exhibitor is solely responsible for ensuring that all governmental and other regulatory approval required for the exhibits and its participation in the Exhibition shall have been obtained prior to the date of the Exhibition. No alcoholic drinks, smoking, illegal drugs or pornographic material may be used, sold or displayed.

26. TERMINATION

The Organizer may terminate or suspend this Agreement without liability to Exhibitor immediately on giving notice to the Exhibitor if:

26.1 The Exhibitor is in breach of this Agreement; or:

26.2 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, becomes bankrupt, ceases to carry on business, goes into liquidation, or has a receiver, administrative receiver, manager or administrator appointed in respect of any of its assets or enters into composition with its creditors generally or undergoes any similar or equivalent process in any jurisdiction.

26.3 Failure by the Exhibitor to pay any payment due to the Organizer under this Agreement by the due date for payment shall constitute a breach of this Agreement. Unless otherwise provided herein, if the Organizer terminates this Agreement in accordance with its terms on or before 31st July 2021, the Exhibitor shall be liable to pay the Organizer 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 Organizer terminates this Agreement under this clause at any time after 1st August 2021, the Exhibitor shall be liable to pay the Organizer 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.

27. 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 provisions herein contained and as may be published or communicated by the Organizer from time to time. The Organizer 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 Organizer (if any) shall not exceed the return to the Exhibitor of the pro rata amount of the Exhibition Fee 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 Exhibition Fee shall be made.

28. RIGHT OF POSSESSION

During the term of this Agreement and so long as any property of the Exhibitor, including but not limited to the Exhibits 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.

29. ORGANIZER RIGHT TO ASSIGN AND NOVATE

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

30. LIABILITY LIMITATION

The Organizer 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:

30.1 Any indirect or consequential loss or damage; and/or:

30.2 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 Organizer 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.

30.1 The Organizer 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 Exhibition Fee payable under this Agreement. The Organizer shall not be liable for any loss, theft, damage or injury to persons or property suffered by Exhibitor, its representatives, employees or agents, nor for any acts of third parties that may prejudice the Exhibitor in the use of its stand. The Exhibitor is advised to insure against these risks.

31. 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.

32. 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 Kingdom of Saudi Arabia from time to time.

33. 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 Organizer from time to time, and on the Exhibit Floor Plan. Such rules and regulations shall, unless waived by the Organizer, be deemed to form part of this Agreement, and shall be binding on the Exhibitor. The Organizer reserves the right to change the exhibition layout and will use reasonable endeavors to inform the Exhibitor in a timely manner.

34. 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 above or in the Application Form, as applicable. Any such notice shall be delivered by hand or fax or sent by international air courier service, 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 international air courier service shall be deemed to have been received upon delivery.

35. FORCE MAJEURE

35.1 In the event that the premises in which the Exhibition is or is to be conducted shall become, in the sole discretion of the Organizer, unfit for occupancy, or in the event the holding of the Exhibition or the performance of the Organizer 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 Organizer, this Agreement and/ or the Exhibition (or any part thereof), may forthwith be terminated or cancelled by the Organizer, without the Organizer being liable in damages or otherwise to the Exhibitor.

The Organizer shall also not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising by virtue of cause or causes not within the control of the Organizer.

35.2 Neither party shall be in breach of its obligations nor liable for any failure or delay in performance of any of its obligations (including for provision of the Exhibition, which the parties acknowledge can only be provided on the pre-selected Exhibition dates) nor be liable for any losses incurred by the other party under this Agreement arising from or attributable to acts, events, omissions or accidents beyond its reasonable control, including but not limited to any of the following: fire, casualty, flood, epidemic, earthquake, explosion or accident, blockade, embargo, inclement weather, governmental restraints, restraints or orders of civil defense of military authorities, act of public enemy, riot or civil disturbance, strike, lockout, boycott or other labor dispute or disturbance, inability to secure sufficient labor, 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 ("Force Majeure Event")..

35.3 In the event that the Exhibition is cancelled for COVID-19 the Organizer shall refund all Exhibition Fees paid by an Exhibitor. The Organizer shall under no circumstances whatsoever be liable to an Exhibitor, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with their participation at the Exhibition including but not limited to stand costs and travel expenses. This means that the Organizer s liability is limited to the Exhibition Fees paid by the Exhibitor.

36. GOVERNING LAW AND DISPUTE RESOLUTION

36.1 This Agreement shall be governed by the laws of the Kingdom of Saudi Arabia as applied in the Kingdom of Saudi Arabia.

36.2 The Parties hereby agree to submit to the exclusive jurisdiction of the courts of the Kingdom of Saudi Arabia, 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).

37. GENERAL TERMS

37.1 This Agreement when executed constitutes legal, valid, and binding obligations enforceable in accordance with the terms of this Agreement.

37.2 The Exhibitor warrants that the representative who signs this Agreement on behalf of the Exhibitor is fully authorized by the Exhibitor to do so.

37.3 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.