

**COP28 Blue Zone Pavilions & Offices
Booking Contract**

1. Customer Details

Company Name: Department for Energy Security and Net Zero , HM Government of the United Kingdom (“Client”)

Invoice Address:	United Kingdom	Primary Contact: [REDACTED]
		Position: [REDACTED]
		Email: [REDACTED]
		Tel: [REDACTED]

2. Organiser and Event Details

Organiser: DMG EVENTS L.L.C (“Organiser”)
Event Name: COP28 Blue Zone Pavilions & Offices (“Event”) **Venue Country:** United Arab Emirates
Event Date: 30/11/2023 - 12/12/2023 **Venue Name:** Expo City Dubai

3. Product Details

Product	Category	Quantity/SQM	Price	Total (“Fees”)
Pavilion Space & Build - Tier 3	Exhibitor Products	145	[REDACTED]	[REDACTED]
Tech Booth Standard	Exhibition Other	1	[REDACTED]	[REDACTED]
Live Streaming Tier 3 Standard	Exhibition Other	1	[REDACTED]	[REDACTED]
Standard Tub Chair - Fabric - EB	Exhibition Other	9	[REDACTED]	[REDACTED]
White Round Table - EB	Exhibition Other	4	[REDACTED]	[REDACTED]
Chair WL - EB	Exhibition Other	8	[REDACTED]	[REDACTED]
White Bar Stool - EB	Exhibition Other	2	[REDACTED]	[REDACTED]
Wooden wall in MDF with emulsion paint 2400mm H Per RM	Exhibition Other	5	[REDACTED]	[REDACTED]
Wooden door - single leaf -Per unit	Exhibition Other	1	[REDACTED]	[REDACTED]
Indoor LED Screen - 1 sqm	Exhibition Other	7.5	[REDACTED]	[REDACTED]
65 Display	Exhibition Other	1	[REDACTED]	[REDACTED]
Small Fridge	Exhibition Other	1	[REDACTED]	[REDACTED]
Ottoman - EB	Exhibition Other	9	[REDACTED]	[REDACTED]
Coffee table 3 - EB	Exhibition Other	1	[REDACTED]	[REDACTED]
Meeting Room/Offices Space & Build - Tier 1	Exhibitor Products	204	[REDACTED]	[REDACTED]
double glass door	Exhibition Other	1	[REDACTED]	[REDACTED]
Meeting table - 8pax - EB	Exhibition Other	1	[REDACTED]	[REDACTED]
Small Workstation - EB	Exhibition Other	6	[REDACTED]	[REDACTED]
Chair WL - EB	Exhibition Other	38	[REDACTED]	[REDACTED]
White Office Table 60cm x 100cm - EB	Exhibition Other	4	[REDACTED]	[REDACTED]
Small Fridge	Exhibition Other	1	[REDACTED]	[REDACTED]
Rope & Pole	Exhibition Other	1	[REDACTED]	[REDACTED]
Coat Rack - Wall mount	Exhibition Other	27	[REDACTED]	[REDACTED]

Custom made L shape counter	Exhibition Other	1		
Custom reception desk	Exhibition Other	1		

Grand Total

USD 666,512.49

Stand No.	MS03G2
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4. Payment Terms

100% of total Fees due immediately upon signature of the contract by client

This contract is made up of the following: (1) this Booking Contract and any appendices hereto; and (2) the Terms and Conditions attached to this Booking Contract.

Having read and agreed the terms of this contract (including the Terms and Conditions), we the Client hereby agrees to:

- purchase (or, in the case of any Products in the "Contra" category, provide) the Products listed in section 3; and
- pay the Fees set out in section 3 in accordance with the Payment Terms set out in section 4.

This Booking Contract must be signed by a Director or person authorized to purchase the Products on behalf of the Client.

By signing this Booking Contract, I acknowledge that I have read and agree on behalf of the Client the terms of this contract including, for the avoidance of doubt, the attached Terms and Conditions

Full Name of Signatory:		Your PO Number:	
Position:		Date:	
Signature			

DMG Events – Physical and Hybrid Event Terms and Conditions

1 Definitions

In these T&C:

The following terms have the meaning set out in the Booking Contract: **Client, Event, Exhibitor Products, Fees, and Organiser** (if not otherwise stated, this shall be DMG Events LLC). **Parties** are Organiser and Client.

Additional Terms means any user, technical or operational information or guidelines relating to the Event and/or the Venue notified by the Organiser, Venue management or security personnel to the Client in writing (including by email) relating to health and safety, security and general use of the Venue.

Affiliate means in relation to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with that Party from time to time.

Applicable Laws means all laws or regulations applicable in the country or countries of performance of these T&C (including any Sanctions) and any other requirements of any relevant government or governmental or regulatory agency.

Booking Contract means the booking contract for the provision of Exhibitor Products, as applicable, at (or in relation to) the Event and any appendices to the Booking Contract.

Dismantling Period has the meaning given to it in Clause 4.6.

Effective Date has the meaning given to it in Clause 2.2.

Exhibits means any articles, items or materials (whether in physical or digital form) exhibited, displayed or made available at the Event using the Space.

Force Majeure Event means any circumstance beyond the Parties' reasonable control including, without limitation, acts of God, flood, drought, earthquake or other natural disaster, the outbreak of an epidemic or pandemic (and any measures adopted by local, regional or national governments, legislatures, public health or other competent authorities that are designed to limit the extent or impact of such pandemic or epidemic), terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of Sanctions, embargo, or breaking off of diplomatic relations, collapse of buildings, fire, explosion or accident, any labour or trade dispute, strikes, industrial action or lockouts, interruption or failure of a utility or major technical outage or transportation service, lack of commodities or supplies, vendor or software failure or systems outage, speaker or participant cancellation or withdrawal, or any other event which causes the whole or a substantial part of the Venue to be closed to the public or which otherwise adversely impacts the Event, including (without limitation) by making it impossible or unlawful to host the Event at the Venue and / or on the planned date.

Sanctions means any laws, regulations, rules and requirements in force from time to time relating to trade, financial or economic sanctions and/or embargoes including, without limitation, any sanctions or embargoes enforced by the United Arab Emirates Federal Government, the government of each Emirate and government authorities, including but not limited to government authorities established for the administration of economic free zones, the U.S. government, the Canadian government, the European Union or any member state of the European Union, and the United Kingdom.

Space has the meaning given to it in Clause 4.2.

Supplier has the meaning given to it in Clause 4.6.

Supplier Exhibit means any Exhibit provided by a Supplier pursuant to Clause 4.6, including as referred to in the Booking Contract.

Term has the meaning given to it in Clause 2.2.

T&C means the Booking Contract and these terms and conditions.

UAE means the United Arab Emirates.

Venue means the exhibition space or area in which the Event shall take place.

2 These T&C

2.1 Our events are directed at business professionals and are not directed at individuals, consumers or children. **By entering into these T&C you warrant and represent that you are a business professional and have authority and power to legally bind the Client to these T&C.**

2.2 These T&C set out the terms on which the Client agrees to exhibit at the Event. These T&C shall come into force on the day the Organiser receives a copy of the Booking Contract which has been signed by the Client or when an appropriate electronic signature is applied in respect of the Client through such electronic signatures application as is adopted by the Organiser from time to time and which meet the requirements of the UAE Electronic Transactions and Trust Services Law no. 46 of 2021 (the **Effective Date**) and shall, unless terminated earlier in accordance with these T&C, expire 30 days after the later of: (i) completion of the Event; (ii) if applicable, the end of the Dismantling Period (the **Term**). The Organiser may in its sole discretion accept or reject any Booking Contract

submitted to it by the Client. If the Organiser rejects the Booking Contract, it will refund to the Client any Fees paid by the Client and these T&C shall terminate automatically. Any additional terms and conditions provided to the Organiser by the Client and not agreed by the Parties in the Booking Contract shall not have legal effect and shall be deemed withdrawn by the Client upon its entry into these T&C.

3 General

- 3.1 The Client shall not, and shall ensure that its representatives shall not, cause any physical damage to the Venue, the Space (if applicable) or any property of the Organiser or any exhibitor. The Client is responsible for the cost of making good any such physical damage, whether caused by itself or third parties engaged on its behalf.
- 3.2 The Parties shall comply with Applicable Laws including all applicable data privacy and data protection laws or regulations.
- 3.3 The Client shall comply with any reasonable Additional Terms.
- 3.4 The Parties shall only use the other Party's representatives' personal data in accordance with their respective privacy policy. The Parties will each ensure that each of its representatives has read this privacy policy. The Organiser's policy is available at www.dmgevents.com/privacy-policy/.
- 3.5 By attending the Event, the Client and all representatives and guests of the Client consent to their photographic and video image to be captured by the Organiser for promotional and advertising purposes. Further, the Client and all representatives and guests of the Client acknowledge and accept that the capturing and use of such images does not in any way infringe or impair their privacy or right to privacy.

4 Exhibitors

- 4.1 The Organiser shall provide the Client with the Exhibitor Products in accordance with the terms of the Booking Contract. Such provision shall be to a standard of reasonable skill and care and in accordance with Applicable Laws.
- 4.2 The Organiser shall, in its sole discretion, allocate space at the Venue between exhibitors (**Space**). Subject always to the Client's compliance with these T&C, the Organiser grants the Client a licence to occupy the Space (or an equivalent right to occupy Space under any applicable local law) solely to the extent necessary to display the Exhibits in order to promote the Client's business for the duration of the Term.
- 4.3 The Organiser reserves the right to make alterations to the lay-out or floor plan of the Event and the position of the Space in the Venue at any time prior to or (acting reasonably) during the Event. Equipment may not extend across other exhibitor space and any heights and depths specified by the Organiser must be observed. The Client shall ensure that all Space and Exhibits are in keeping with the general character of the Event. If any Exhibit (including any audio and visual content) is determined by the Organiser (acting reasonably) to be offensive or inappropriate or to not comply with Applicable Laws, the Client must promptly cease use of such Exhibit.
- 4.4 The Client shall ensure that the Space is staffed by competent, and appropriately trained and vetted, representatives of the Client during the opening hours of the Event, and that such representatives shall conduct the Client's business from the Space only, and not from any other area in the Venue. Organiser reserves the right (acting reasonably) to refuse admission to, or to eject from, the Event any Client attendee who in the Organiser's reasonable opinion places the Client in breach of these T&C, damages property or who represents a security risk, nuisance or annoyance to the operation of the Event.
- 4.5 Allocation of the Space by the Organiser shall not imply that the Organiser accepts or endorses the proposed Exhibits. The Organiser may, at the expense of the Client, alter, exclude and/or require to be removed any Exhibit, if it is determined by the Organiser (acting reasonably) to be offensive or inappropriate, or not to comply with Applicable Laws.
- 4.6 The Organiser shall engage a third-party supplier or suppliers (each a **Supplier**) to install the Supplier Exhibits during the period for the installation of Exhibits at the Venue, and remove such Supplier Exhibits during the period for removal of all Exhibits from the Venue (the **Dismantling Period**). The Client shall cooperate with each Supplier in all respects to ensure each Supplier is able to install and remove the Supplier Exhibits. The Client shall not instruct a Supplier directly in respect of the Supplier Exhibits without the Organiser's written consent. The Organiser may refuse to instruct a Supplier to commence work if any payment due under these T&C is unpaid.
- 4.7 To the maximum extent permitted by Applicable Laws, all Exhibits shall be at the sole risk of the Client and the Organiser assumes no responsibility for any loss or damage thereto.

5 Intellectual property rights

- 5.1 The Parties acknowledge that, as between them:
 - (a) each Party owns all intellectual property rights owned or created by that Party (or on a Party's behalf):
 - (i) prior to the Effective Date; or

- (ii) during the Term, independently from the performance of that Party's obligations or exercise of its rights under these T&C,

(**Background IPR**), and neither Party shall have any rights in respect of the other's Background IPR other than those granted pursuant to Clauses 5.2 and 5.3;

- (b) the Organiser owns any intellectual property rights generated or developed by the Organiser, or by a third party on the Organiser's behalf, in connection with the Event or otherwise pursuant to these T&C (including all recordings and broadcasts made in respect of the Event, including of speakers and presentations), but excluding Client Event Content (the **Organiser's New IPR**); and
- (c) the Client owns:
 - (i) any material, information, data or content (in each case, whether digital or hard copy), including any presentation deck, technical papers, photograph, video or audio recording, generated or produced by or on behalf of the Client and provided or made available to the Organiser by the Client for use in respect of the Event (**Client Event Content**); and
 - (ii) any intellectual property rights generated or developed by the Client, or by a third party on the Client's behalf, in connection with the Event or otherwise pursuant to these T&C, which are not Organiser's New IPR.

5.2 The Organiser hereby grants to the Client for the Term an irrevocable, non-exclusive, freely-transferable to the Client's Affiliates, worldwide and royalty-free licence (with the right to freely sub-license to its Affiliates) to use the Organiser's Background IPR and the Organiser's New IPR solely to the extent necessary for the Client to participate in the Event as contemplated by these T&C subject to any branding guidelines and instructions notified by the Organiser to the Client.

5.3 The Client hereby grants (or shall procure the grant) to the Organiser an irrevocable, non-exclusive, freely-transferable to the Organiser's Affiliates, worldwide and royalty-free licence (with the right to freely sub-license to its Affiliates) to use, copy, modify, disclose to third parties or translate all intellectual property rights in the Client Event Content for any advertising, marketing or promotional materials relating to the Event.

5.4 The licences in Clauses 5.2 and 5.3 shall survive for three months following the termination of these T&C.

5.5 The Client warrants that the Client Event Content will not infringe the copyright or any other right of any third party or breach any contract or duty of confidence, data protection law or the UAE Civil Code, the UAE Anti-discrimination Law no. 2 of 2016, or other legislation relating to national security, or be inappropriate, obscene, defamatory or otherwise unlawful.

6 Confidentiality

6.1 Each Party undertakes that it shall not, at any time during the Term and for a period of three (3) years thereafter, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other Party (including these T&C) (**Confidential Information**) for any other purpose other than to exercise its rights and perform its obligations under or in connection with these T&C.

6.2 Notwithstanding the foregoing, a Party may disclose the other Party's Confidential Information:

- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with these T&C, provided that the disclosing Party ensures that its employees, officers, representatives or advisers to whom it discloses the other Party's Confidential Information comply with this Clause 6;
- (b) to its Affiliates if the disclosing Party is the Organiser, provided that the Organiser ensures that any such Affiliate complies with this Clause 6; and
- (c) as may be required by Applicable Laws, as part of a judicial or arbitral process, audit or tax inspection.

7 Fees and payment

7.1 The Client shall pay the Fees on the terms specified in the Booking Contract. All Fees are exclusive of applicable taxes (e.g. VAT or sales tax) and the Client shall pay a sum equal to the amount of VAT, sales or such equivalent tax chargeable, in addition to the Fees.

7.2 The Client shall make all payments of the Fees to the Organiser without any deduction or withholding for or on account of tax (a **Tax Deduction**) unless a Tax Deduction is required by law. If a Tax Deduction is required by law to be made by the Client, the amount of Fees due from the Client shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the Fees which would have been due if no Tax Deduction had been required.

7.3 In the event that Client does not pay any part of the Fees by the relevant due date specified in the Booking Contract, the Organiser may (without prejudice to any other rights the Organiser may have):

- (a) charge the Client interest on any amounts which are due and unpaid, at a rate per year of 2% above the then current Barclays

Bank plc base rate, calculated daily from the due date until the date of payment;

- (b) refuse to provide any Exhibitor Products;
- (c) prohibit the Client from displaying any Exhibits and/or occupying the Space; and/ or
- (d) use the Space in such a way as the Organiser deems fit.

8 Changes to the Event

The Organiser reserves the right, in its sole discretion, to change the Venue (within the same city), format, content or timing of the Event programme or the identity of any speakers or exhibitors for any reason and without liability to the Client, provided that the Event, as altered, is similar to the Event as originally advertised. In these circumstances, the Fees shall remain payable in full to the extent not already paid, and the Organiser shall not be required to refund the Client for any proportion of the Fees or otherwise be held liable for any other costs or expenses incurred by the Client in connection with the Event.

9 Cancellation by the Client

In the event that the Client wishes to cancel its participation in the Event, the Client shall give the Organiser prior written notice of the same (**Client Cancellation Notice**). Depending on the date of receipt of the Client Cancellation Notice, and provided the Client has not already paid the relevant Fees pursuant to Clause 10, the Client shall pay to the Organiser a cancellation charge equal to the amount of Fees due and payable by the Client as at the date of receipt of the Client Cancellation Notice (and any amounts paid prior to such date, such as any deposit or pre-paid charges, shall not be refundable).

10 Cancellation or postponement by the Organiser

10.1 The Organiser reserves the right to postpone or cancel the Event pursuant to Clause 10.2 at any time and for any reason during the Term and will provide the Client with notice of any such postponement or cancellation in writing (including by email) as soon as is reasonably practicable in advance of the Event.

10.2 If the Organiser:

- (a) postpones the Event and the Client can no longer attend the postponed Event (and Client shall respond to the Organiser as soon as reasonably practicable following receipt of such postponement notice), the Organiser shall issue the Client with a full refund of all Fees paid by the Client; or
- (b) cancels the Event, the Organiser shall issue the Client with a full refund of all Fees paid by the Client.

10.3 The Client acknowledges that the remedies described in Clause 10.2 are the Client's exclusive remedies in the event of postponement or cancellation by the Organiser, and (to the maximum extent permitted by Applicable Laws) in no event shall the Organiser be liable for any loss, delay, damage or other liability incurred by the Client in connection with the Organiser's postponement or cancellation of the Event, howsoever arising, including but not limited to the Client's accommodation and travel costs.

11 Force Majeure Events

11.1 Neither the Client nor the Organiser (the **Affected Party**) shall be in breach of these T&C nor liable for any delay in performing, or failure to perform, any of its obligations under these T&C if such delay or failure results from a Force Majeure Event. In such circumstances, the Affected Party shall use its reasonable endeavours to notify the other party of the relevant circumstances and likely duration and consequences of the Force Majeure Event as soon as reasonably practicable. Without prejudice to Clause 11.2, the time for performance by the Affected Party of these T&C shall be extended by a period equivalent to the period during which performance of the Affected Party's obligation has been so delayed or failed to be performed.

11.2 If a Force Majeure Event occurs (or in the Organiser's opinion, acting in good faith, is likely to occur) and results (or is likely to result) in the Event being unable to take place as contemplated by these T&C, the Organiser may, in its sole discretion:

- (a) change the timing, date, or Venue of the Event, provided that the Event, as altered, is similar to the Event as originally advertised. If the Organiser exercises its right to change the Event pursuant to this Clause 11.2(a), this shall not entitle the Client to cancel its participation in the Event, or make any claim for refunds or otherwise against the Organiser; or
- (b) cancel the Event, in which case the Organiser shall issue the Client with a full refund, or a credit note to the value of all Fees paid by the Client to the Organiser. The Client acknowledges that a refund or a credit note in respect of all Fees paid by the Client is the Client's exclusive remedy if the Organiser cancels pursuant to this Clause 11.2(b).

12 Indemnity

12.1 The Client indemnifies the Organiser and each of its Affiliates against all liabilities, costs, expenses, damages and losses, whatsoever and howsoever arising, whether in contract, tort or otherwise, directly or

indirectly, suffered or incurred by the Organiser or any of its Affiliates in connection with any breach by the Client of Clause 3.1 (*General*).

- 12.2 Each Party indemnifies the other Party (the **Indemnified Party**) against all liabilities, costs, expenses, damages and losses, whatsoever and howsoever arising, whether in contract, tort or otherwise, directly or indirectly, suffered or incurred by the Indemnified Party or any of its Affiliates in connection with any claim made by a third party against the Indemnified Party or any of its Affiliates for actual or alleged infringement of a third party's intellectual property rights (including any rights in know-how) arising out of or in connection with these T&C (save to the extent caused by a breach of these T&C by the Indemnified Party).

13 Limitation of liability

- 13.1 Subject to Clause 13.2:

- (a) the Organiser's total, aggregate liability whether arising in contract, tort (including negligence), misrepresentation, restitution or otherwise under or in connection with these T&C shall be limited to 100% of the Fees paid by the Client; and
- (b) the Client's total, aggregate liability whether arising in contract, tort (including negligence), misrepresentation, restitution or otherwise under or in connection with these T&C shall be limited 100% of the Fees paid by the Client.

- 13.2 Notwithstanding any provision to the contrary, nothing in these T&C shall exclude or limit the liability of either Party for death or personal injury caused by either Party's negligence or for fraud or for any liability that may not be limited or excluded by Applicable Laws.

- 13.3 Neither party shall not be liable to the other for any: (i) loss of profits, loss of sales or business, loss of agreements or contracts or loss of anticipated savings (where directly arising); (ii) loss of or damage to goodwill or reputation (where directly arising); or (iii) any indirect or consequential loss.,

- 13.4 All warranties, conditions and other terms implied by law are, to the fullest extent permitted by Applicable Laws, excluded from these T&C. Organiser gives no warranty, representation or other assurance in relation to: (a) the presence or location of any exhibitor; (b) the number or mix of exhibitors and/or (c) the results or benefits (commercial or otherwise) that may be associated with being an exhibitor in respect of the Event.

14 Insurance

- 14.1 The Client shall arrange and maintain its own insurance against all relevant risks and in respect of each of its obligations under these T&C for the duration of the Term.
- 14.2 If the Client is allocated Space at the Venue, as a minimum, the insurance cover required by Clause 14.1 must provide public liability insurance cover of at least US\$2,000,000 in respect of damage or loss for any reason, including negligence.
- 14.3 The Client shall promptly produce, upon the Organiser's request, evidence of the insurance cover required by Clause 14.1.

15 Termination of these T&C

- 15.1 Without prejudice to its other rights and remedies under these T&C, the Organiser or the Client may immediately terminate these T&C by issuing written notice to the other Party, and without requiring a court order to do so, if:
- (a) the other Party commits a material breach of any of its obligations under these T&C and has not remedied such breach (if capable of remedy) within seven (7) days of being required to do so by written notice;
 - (b) the other Party takes a step with a view to: (i) the other Party entering into a voluntary liquidation (other than a members' voluntary winding up for the purposes of a reconstruction of its affairs), presentation of a winding up petition, or dissolution; (ii) the appointment of an administrator, monitor, receiver, manager or administrative receiver or other encumbrancer over the other Party, or the enforcement of any security over, the whole or any part of its assets or property of the other Party, (iii) the other Party proposing or entering a scheme, restructuring plan, reconstruction and arrangement, composition or other arrangement for the benefit of its creditors or a class of creditors; or (iv) the commencement of any procedure analogous to any of the above in any jurisdiction with respect to the other Party;
 - (c) the other Party's financial position deteriorates so far as to reasonably justify the opinion that its ability to perform any of its obligations under these T&C is in jeopardy; or
 - (d) without prejudice to Clause 16.11, it determines, in its sole discretion, that either Party's ability to exercise rights and / or perform under these T&C is affected, restricted or otherwise impacted by Sanctions.
- 15.2 These T&C shall automatically terminate, without the need for a court order, in the event of cancellation by the Organiser pursuant to Clause 10 or Clause 11.2(b).
- 15.3 Upon termination of these T&C for any reason, the Client shall: (a) pay all outstanding Fees without deduction or set-off, except where these T&C were terminated pursuant to Clause 10 or Clause 11.2(b); (b) remove all

its property and content (including any Exhibits) from the Venue immediately, failing which such property and content may be removed by the Organiser at the Client's expense; and (c) immediately cease using the Organiser's Background IPR and the Organiser's New IPR.

- 15.4 The following Clauses shall survive termination of these T&C: Clause 6 (*Confidentiality*); Clause 12 (*Indemnity*); Clause 13 (*Limitation of liability*); and Clause 16.12 (*Governing law and jurisdiction*).

16 General

- 16.1 Neither Party shall be or be deemed to be an agent of the other Party. Neither Party shall hold itself out as having authority or power to bind the other Party in any way.
- 16.2 Either Party may publicly announce or otherwise inform third parties of the Client's attendance at the Event without the other Party's prior written consent.
- 16.3 These T&C constitute the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 16.4 If there is a conflict between the terms of any of the documents that form part of these T&C, the documents shall have the following order of precedence: (i) the Booking Contract, (ii) these Event Terms and Conditions; and (iii) any Additional Terms.
- 16.5 If any provision or part-provision of these T&C is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these T&C.
- 16.6 The Client shall not assign or sub-contract any rights under these T&C or sublet the Space or permit the Space to be used by any other person or company without the prior written consent of the Organiser.
- 16.7 No person other than a Party to these T&C may enforce these T&C by virtue of Articles 254 and 256 of the UAE Civil Code, except where a right is expressed to be in favour of an Affiliate of the Organiser.
- 16.8 Nothing in these T&C shall constitute or be construed as constituting a partnership or joint venture between the Organiser and the Client nor shall authorise either Party to enter into contractual relationships or incur obligations on behalf of the other Party.
- 16.9 Timing of notices: (a) notices sent by international registered courier shall be effective on the earlier of: (i) actual receipt; and (ii) five (5) business days from mailing; (b) notices sent by email shall be effective upon the generation of a receipt notice by the recipient's server or, if such notice is not so generated, upon delivery to the recipient's server provided the sender has not received any undeliverable message; and (c) notices delivered by hand shall be effective on delivery.
- 16.10 Each Party shall at all times comply, and shall ensure that its personnel comply, with respect to the performance of these T&C, with all applicable laws and regulations concerning bribery and corruption. Either Party may terminate these T&C with immediate effect (or on such later date as determined by such Party) by written notice to the other Party if the other Party commits any breach of this Clause 16.10 or if the first Party reasonably considers that the other Party has committed any breach of this Clause 16.10.
- 16.11 The Organiser may, at its option and in its sole discretion, void these T&C with immediate effect upon notice to the Client if the Organiser determines (in its sole discretion), that either Party's ability to exercise rights and / or perform under these T&C is affected, restricted or otherwise impacted by the occurrence, existence or imposition of Sanctions. This right contained in this Clause 16.11 shall be exercisable no later than the date at which the Organiser becomes aware of the event or matter affecting, restricting or otherwise impacting the relevant right or obligation.
- 16.12 These T&C shall be governed by the laws of the Dubai International Financial Centre (**DIFC**). Any dispute arising out of or in connection with these T&C, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the arbitration rules of the London Court of International Arbitration, whose rules are deemed to be incorporated by reference in this Clause 16.12. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be the DIFC. The language to be used in the arbitration shall be English.

APPENDIX TO THE BOOKING CONTRACT

The Parties acknowledge and agree that this Appendix to the Booking Contract forms part of the Booking Contract. The Parties agree that the Booking Contract is hereby supplemented with the following provision:

The goods and services referred to in the Livestreaming Booking Confirmation (the “**Hi Impact Services**”) are provided by Hi-Impact MENA Events Organizing LLC (“**Hi Impact**”). We ask that the Client communicates directly with Hi Impact regarding the everyday management of the Hi Impact Services. If the Client has any issues with the Hi Impact Services, we ask that the Client first attempts to resolve these with Hi Impact directly, prior to engaging the Organiser to do so. This appendix is without prejudice to the fact that the Hi Impact Services are Supplier Exhibits as defined in the T&C and this appendix constitutes the Organiser’s written consent to instruct Hi Impact directly regarding the Hi Impact Services for the purposes of clause 4.6 of the T&Cs.

APPENDIX TO THE BOOKING CONTRACT

The Parties acknowledge and agree that this Appendix to the Booking Contract forms part of the Booking Contract. The Parties agree to amend the Terms and Conditions attached to the Booking Contract as follows:

Clause 1 shall include the following definition:

***Modern Slavery:** as defined in local jurisdiction law including but not limited to Federal Law 51 of 2006 as amended and in conformity with required UN law, together with Article 397 of the UAE Penal Code or other any other related legislation.*

Clause 14.1 shall be deleted in its entirety and replaced with the following:

The Client shall self-insure against all relevant risks and in respect of each of its obligations under these T&C for the duration of the Term.

Clause 14.2 shall be deleted in its entirety.

Clause 14.3 shall be deleted in its entirety.

Clause 16.13 shall be added as a new clause with the following to be inserted:

The Organiser warrants that it does not engage in (and procures its own suppliers do not engage in) Modern Slavery practices.