

AGREEMENT TO RENT FAIR SPACES (CAEF)

INTERNATIONAL AIR & SPACE FAIR - MARCH 31 - APRIL 5, 2020 - SANTIAGO CHILE

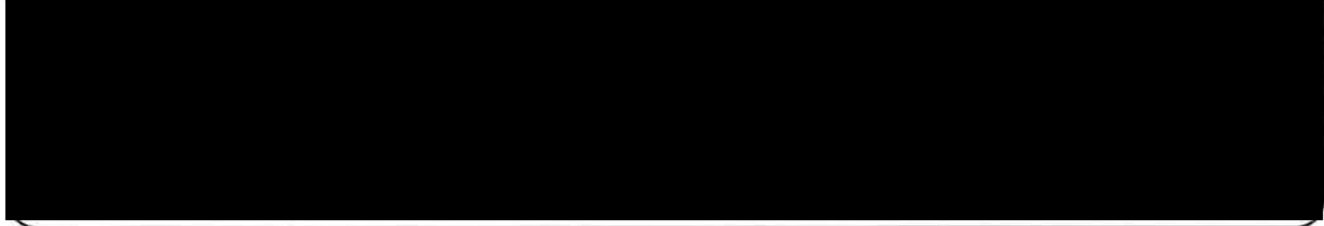
CAEF N°: _____ DATE: _____

FORM

1

DIRECT EXHIBITOR'S INFORMATION

COMPANY DEPARTMENT FOR INTERNATIONAL TRADE



YOUR PARTICIPATION WAS COORDINATED BY A FIDAE'S AGENT ABROAD. WHO?

YES

AGENT'S NAME

NO

ARE YOU PARTICIPATING WITH AN ASSOCIATED EXHIBITOR?

YES

NO

HOW MANY? 6

FIELDS

AIRCRAFT MAINTENANCE

DEFENCE

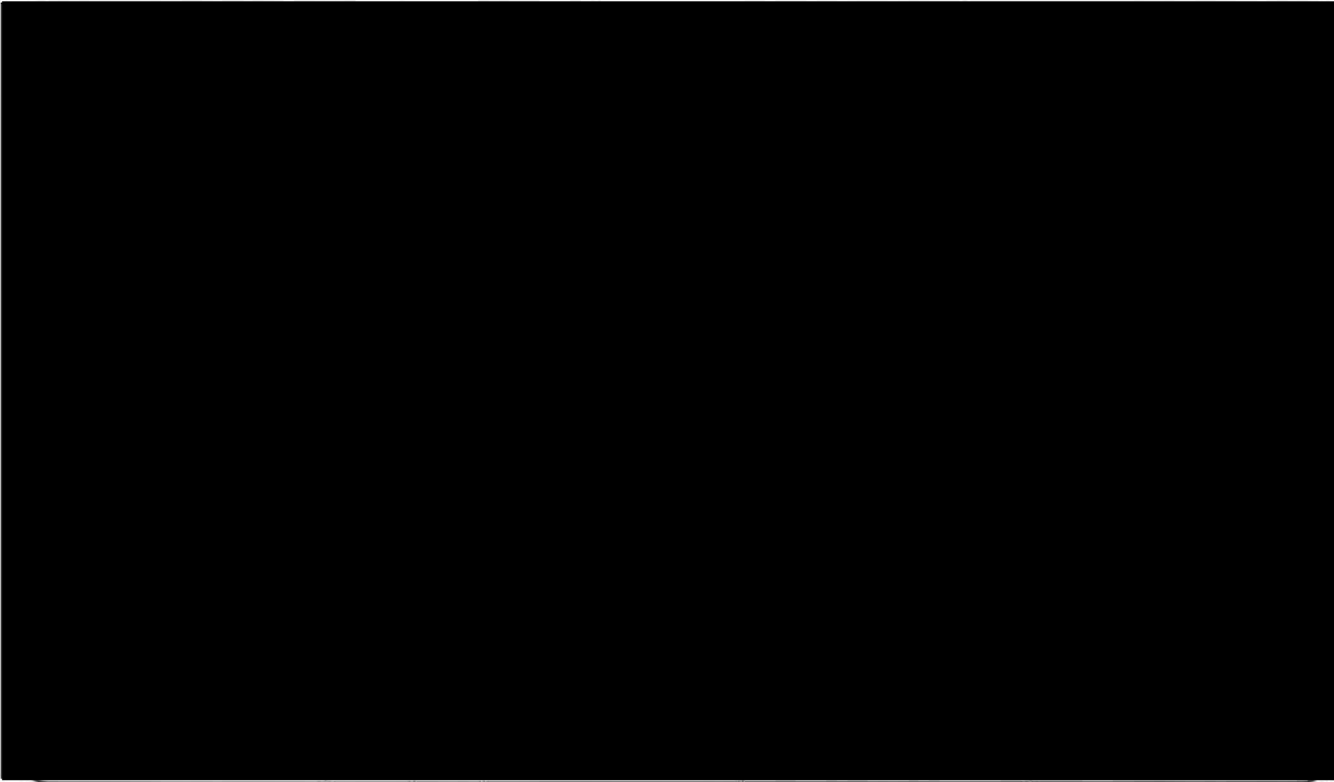
AIRPORT EQUIPMENT & SERVICES

HOMELAND SECURITY

CIVIL-COMMERCIAL AVIATION

SPACE TECHNOLOGY

OTHERS: _____



TOTAL

US\$ 35,840-00

DETAILS FOR INVOICE



AGREEMENT TO RENT FAIR SPACES

EXTENT: The current agreement is signed by the Commander of the Logistics Command of the Chilean Air Force and President of the Organizing Committee of FIDAE 2020 and THE EXHIBITOR, for the rental of one or more exhibition areas inside the fair venue.

OBJECTIVE: The EXHIBITOR commits himself through this act to pay the list price stated in this agreement to FIDAE 2020 in US dollars or Chilean pesos according to the equivalence of the rate at which export earnings in dollars are exchanged at the date of invoicing.

DIRECT EXHIBITOR: Any individual or juridical person, whether national or foreign, participating in FIDAE 2020 exhibiting in one or more spaces in the exhibition area. A Direct Exhibitor is allowed to share a fair space with an Associated Exhibitor; this fact must be informed on this agreement. **Exhibitors must indicate if a FIDAE's Agent abroad coordinated their participation by indicating his/her name on it.**

ASSOCIATED EXHIBITOR: Any individual or juridical person, whether national or foreign, exhibiting products and services on a fair space rented by a Direct Exhibitor or a National Exhibition Organiser. The presence of an Associated Exhibitor must be informed by the Direct Exhibitor through the "Form of Associated Exhibitor" (Form nº2).

PAYMENT: Payment of the fair space rental will be made against the invoice issued by FIDAE as follows:

- For all agreements to rent fair spaces received **by August 31, 2019**, FIDAE will invoice 30% of the total amount of the hired product. This invoice must be paid no later than 30 calendar days after the issue date of the document.
- The 70% remaining will be invoiced on the **first business day of September, 2019**. This invoice must be paid no later than 30 calendar days after the issue of the document.
- For every agreement to rent fair spaces received **from September 1, 2019 to February 28, 2020**, FIDAE will invoice 100% of the total amount of the hired product. This invoice must be paid within 15 calendar days after the issue of the document.
- For every agreement to rent fair spaces received from **March 1, 2020** and on, FIDAE will invoice 100% of the total amount of the hired product. FIDAE will invoice, charge and deliver the hired product at the moment the request is made and paid.

PAYMENT FAILURE: If the EXHIBITOR fails to pay the hired products in the previously established dates, this agreement will be declared null and void, forthwith and as a matter of right, entitling FIDAE to release the rented spaces and not to reimburse the EXHIBITOR of any payment made, as an offset for contract breaching.

DATE OF SPACE DELIVERY: The rented shell scheme exhibition areas will be available to be delivered to the Direct Exhibitor at least one week before the opening day. Raw spaces will be available 15 calendar days in advance to said date. The EXHIBITOR of FIDAE must have paid the invoice(s) issued to receive the rented products and/or services.

STAND FITTING: To stand fit, the EXHIBITOR may contract any stand fitting company, which must be authorised to work inside the fair venue by signing the "Agreement to perform stand fitting works in FIDAE 2018" and pay the amount of USD\$ 17 (VAT included) per every sqm modified before starting any work in FIDAE. In addition, the stand fitting company must contract an insurance policy of civil responsibility for damages in favour of FIDAE, which it should be subscribed with a Chilean insurance company for eventual damages towards the Fair or third party participating in it, as a result of the stand fitting works and provide the guarantee, if applicable (Form nº 8).

INSURANCE POLICY: For the chalets, the stand fitters, producers, contractors or any other intermediary and/or exhibitor that perform works in the fair venue must have an insurance policy in favour of FIDAE, for potential damages and/or injuries provoked to the infrastructure inside the fair venue as occasion of their participation in the Fair or to a third party due to stand fitting works.

The insurance policy of civil responsibility for damages shall be subscribed before a Chilean insurance company or an international insurance company with offices in Chile or if the EXHIBITOR has an account with international insurance, this should be ENDORSED for the duration of the fair, in favour of the International Air & Space Fair.

General conditions of policy under comment:

- Civil Liability
- Civil Liability of Companies
- Civil Liability of Employer
- Crossed Civil Liability
- Vehicle and Mobile Equipment Civil Liability
- Civil Liability for Moral Prejudice and Business Interruption
- Civil Liability for Fire and Explosion
- Civil Liability of Construction

The coverage amount of the policy will be determined according to number of chalets, as follow:

- One (1) chalet: USD \$20,000 (Twenty thousand dollars)
- Two to Three (2 – 3) chalets: USD \$40,000 (Forty thousand dollars)
- Four (4) or more chalets: USD \$60,000 (Sixty thousand dollars)

The policy period must be until Friday, 01.MAY.2020

The policy cannot have deductible. This policy will be effective in case of damages, destruction or dilapidation to FIDAE's facilities, or third parties' that participate in the Fair, which may occur due to stand fitting activities inside the fair venue (building-up, maintenance and dismantling), either as a result of their own actions or by any of their employees, dependents and/or workers.

For the stands, the stand fitters, producers, contractors or any other intermediary and/or exhibitor that perform works in the fair venue must have an insurance policy in favour of FIDAE, for potential damages and/or injuries provoked to the infrastructure inside the fair venue as occasion of their participation in the Fair or to a third party due to stand fitting works.

The insurance policy of civil responsibility for damages shall be subscribed before a Chilean insurance company or an international insurance company with offices in Chile or if the EXHIBITOR has an account with international insurance, this should be ENDORSED for the duration of the fair, in favour of the International Air & Space Fair.

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- Civil Liability for Fire and Explosion
- Civil Liability of Construction

The coverage amount of the policy will be determined according to the dimensions in SQM of each special project, as follows:

- Up to 100 SQM: USD \$20,000 (Twenty thousand dollars)
- Over 100 SQM: USD \$40,000 (Forty thousand dollars)

The policy period must be until Friday, 01.MAY.2020

The policy cannot have deductible. This policy will be effective in case of damages, destruction or dilapidation to FIDAE's facilities, or third parties' that participate in the Fair, which may occur due to stand fitting activities inside the fair venue (building-up, maintenance and dismantling), either as a result of their own actions or by any of their employees, dependents and/or workers.

GUARANTEES: For the chalets, the stand fitters, producers, contractors, intermediary and/or exhibitor that execute special projects in the chalets shall provide to the FIDAE Organisation a Guarantee to ensure faithful compliance of the "Agreement to Perform Stand Fitting Works" in FIDAE.

- One (1) chalet: USD \$3,000 (Three thousand dollars) OR CLP \$1,800,000 (One million, eight hundred thousand pesos)
- Two to three (2 – 3) chalets: USD \$6,000 (Six thousand dollars) OR CLP \$3,600,000 (three million, six hundred thousand pesos)
- Four (4) or more chalets: USD \$9,000 (Nine thousand dollars) OR CLP \$5,400,000 (Five million, four hundred thousand pesos)
- Payment form: Sight bill, payment by credit card or cash

Once the fair spaces are delivered to FIDAE without damages, a document shall be emitted accepting and releasing the guarantee provided by the stand fitter.

For the stands, the stand fitters, producers, contractors, intermediary and/or exhibitor that execute special projects in the halls shall provide to the FIDAE Organisation a Guarantee to ensure faithful compliance of the "Agreement to Perform Stand Fitting Works" in FIDAE

The amount of the guarantee will applied determined according to the dimensions in SQM of each special project as follows:

- Up to 100 SQM: USD \$1,000 (One thousand dollars) OR CLP \$600,000 (six hundred thousand pesos)
- Over 100 SQM: USD \$2,000 (Two thousand dollars) OR CLP \$1,200,000 (one million, two hundred thousand pesos)
- Payment form: Sight bill, payment by credit card or cash

Once the fair spaces are delivered to FIDAE without damages, a document shall be emitted accepting and releasing the guarantee provided by the stand fitter.

RESPONSIBILITY: It will be the sole responsibility of the EXHIBITOR to obtain all necessary and qualifying authorizations, licenses, permits and any other requirement to exhibit his products and/or services inside the fair venue, releasing FIDAE of any liability about it. The EXHIBITOR commits himself in this act to fulfil the abovementioned. The EXHIBITOR releases FIDAE in this act from any civil, legal or administrative responsibility for damages and injuries of any nature that arises of their participation in the Fair, with occasion of this agreement, to their staff, other exhibitors or third people that visit the fair event.

RULES: The EXHIBITOR shall comply with the Chilean law related to its participation in the Fair. The EXHIBITOR states to completely know and accepts FIDAE's General Regulations, which are an integral part of the Agreement, and therefore commits himself to respect them during his participation in the Fair.

ENTRY OF GOODS: FIDAE 2020 will issue the "Certificate of Exhibitor" to allow Direct and Associated Exhibitors to temporarily enter goods to be exhibited. Notwithstanding, the fulfilment of relevant legal customs rules will be the sole responsibility of the EXHIBITOR.

WAIVER: If by fortuitous or force majeure case, the International Air & Space Fair, FIDAE 2020, is not held, the EXHIBITOR has no right to indemnity or claim of any kind.

TERM: The present agreement will enter into force once it is signed by both parties and it will rule until the obligations herein stated are completely fulfilled. However, FIDAE is entitled to terminate the agreement in advance, as a matter of right, in the following cases:

For failure to comply with any of the obligations assumed by the exhibitor herein.
For demand of the public interest or national security.

JURISDICTION: The controversies that may arise between the parties for the interpretation, application and fulfilment hereto will be solved in harmony, through direct negotiations. If an agreement is not reached, the controversy will be submitted to the knowledge and resolution of the Ordinary Courts of Law of Santiago de Chile.

LEGAL REPRESENTATION: The person that signs this agreement on behalf of the EXHIBITOR certifies that he/she acts with enough legal representation to subscribe it; in the event that this is not effective, the undersigned is personally responsible of all obligations assumed pursuant to the present agreement.

MANDATORY BANK TRANSFER DETAILS

