APPLICATION & CONTRACT FOR EXHIBIT SPACE, PROMOTIONAL TOOLS & SPONSORSHIP

Return before **September 15, 2021 exhibit@dubaiderma.com**

INDEX® Conferences & Exhibitions Organization Est.

P.O. Box 13636, Dubai - United Arab Emirates Tel: +971 4 5208888 • Fax: +971 4 3384193 E-mail: index@emirates.net.ae • Website: dubaiderma.com VAT TRN No.: 100292571500003

EXHIBITING COMPAN	Υ			Stand No.	(For Organiser use only)
Company Name:					/
VAT TRN No.:		-			
Brand(s) presented:					
Address 1:					
Address 2:			P.O. BOX:		
City:			Post Code:		
Country:					
Tel:		Website:			
	First Name: Last Name:				
Authorised Signatory	Position:		Email:		
	Tel:		Mobile:		
INVOICING DATA			If address sa	ame as above p	lease tick
Company Name:					
VAT TRN No.:					
Address 1:					
Address 2:					
Address 3:		P.O. BOX:			
City:	ty:		Post Code:		
Country:					
Tel:			Fax:		
Contact Person Name:			Email:		
CONTACTS					
Marketing	First Name:		Last Name:		
Marketing	Tel/ Mobile:		Email:		
Sales	First Name:		Last Name:		
Juics	Tel/ Mobile:		Email:		
PR / Media	First Name:		Last Name:		
TRY Media	Tel/ Mobile:		Email:		
On-site / Logistics	First Name:		Last Name:		
On-site / Logistics	Tel/ Mobile:		Email:		
Billing / Payment	First Name:		Last Name:		
Mandatory	Tel/ Mobile:		Email:		
	able data protection laws is n of May 2018 (Regulation (cularly applies to t	he European General
Data protection. INDEX b collection, processing, use in respect of such personal prejudice to the generality	al data, for the purposes o	data from Exhibitors of the front the Data Protection Leg	ne Event or oth iislation, the Org	erwise. The partie ganiser is the Data	s acknowledge that, a Controller. Without
Company Stamp :	Name	& Signature :		Date	e :



Your Organization (Select C	only One)					
☐ Manufacturer ☐ Dis	stributor	□ Media	Others (specify):			
Product Profile (Select All Ti	nat Applies)					
Anti-Aging Products & Equipment			☐ Pharmaceuticals - Drugs			
☐ Dermatology Equipment & ☐ Haircare - Hair loss Pro Devices & Equipment			☐ Surgical Equipment			
☐ Dermo-cosmetics & ☐ Laser Equipment		oment	☐ Wellness - Body Contouring Devices			
☐ Disposables	☐ Others (sp	pecify):				
Let us know in which region	you want to	meet buyers fro	m.			
GCC	☐ Levant Reg	jion	☐ Egypt ☐	☐ North Africa		
☐ Rest of Africa	□ India		☐ Pakistan ☐	☐ Eurasia		
☐ ASEAN Countries	Others (sp	pecify):				
Who would you like to mee	t?					
☐ Aesthetic Clinics	☐ Dermatolo	gy Practices	☐ Hospitals/Clinics			
☐ Distributor/Agents	☐ Medical Sp	as	\square Others (specify):			
			* VAT	5% not	t included in	the below fees
1. REGISTRATION FEES						
Exhibitor Registration Fees					AED	1,500
Co-Exhibitors Registration	Fees	NO.	X 1,500 AED	=	AED	
The Registration Fees listed below are fixed for each Exhibitor and each Co-Exhibitor. Any entity physically present in the exhibitor stand and displaying products and/or services for which the exhibitor is neither the manufacturer, nor the distributor is considered as a co-exhibitor. Co-exhibiting company sharing a stand are eligible to same benefits as exhibitors, according to the payment of the registration fee. Minimum stand size to have a co-exhibitor = 18 Sqm. Only 1 co-exhibitor per additional 9sqm is authorized. Registration Fees includes Exhibitor/ Co-Exhibitor Administration Fees, Exhibitor/ Co-Exhibitor Public and Products Liability Insurance (as set out in the Exhibitor Manual and as stipulated in Clause 17 at page 5) and Exhibitor/ Co-Exhibitor Promo Kit. PromoKit includes: 1. Listing/ Logo ins: i). E-Directory, ii). Mobile App, iii). www.dubaiderma.com iv). Floor Plans 2. One (1) year Starter Level Package access on E-Derma Market Platform with company listing, description and contact details, upload of products & images and receipt of quotations. 3. Use of Dubai Derma logo and visuals in your communications + use of Dubai Derma Press Facilities.						
TOTAL 1					AED	
2. YOUR STAND*						
Stand Type and Size: Raw Space (minimum 18sqm)			zesqm x 1,850 AED/	/sqm=	AED	
Shell Scheme (minimum 12sqm)			esqm x 2,000 AED/	/sqm=	AED	
Configuration (for stand up to 36sqm included only)						
☐ Linear Stand / 1 open side						N/A
☐ Corner Stand / 2 open sides = AED 500					AED	
☐ Peninsular Stand / 3 open sides = AED 1,000					AED	
☐ Island Stand / 4 open sides AED 2,000					AED	
TOTAL 2					AED	
Company Stamp :	Na	ame & Signature	:		Date :	



* VAT 5% not included in the below fees						
* VAT 5% not included in the below fees The terms and conditions specific to promotional tools and sponsorship are part of this contract (see pages 5 & 7).						
Sponsorship Packages:						
Platinum Sponsor (maximum 2 sponsors or this category)	AED 180,000	AED				
Gold Sponsor (maximum 3 sponsors or this category)	AED 140,000	AED				
Silver Sponsor (maximum 3 sponsors or this category)	AED 50,000	AED				
Customized Sponsorship		AED				
Promotional Tools & Advertisement:	Qty.					
☐ Dubai Derma E-Directory - Front Cover Inside Advertisement	AED 10,000	AED				
Dubai Derma E-Directory - Back Cover Inside Advertisement	AED 15,000	AED				
Dubai Derma E-Directory - Back Cover Advertisement	AED 20,000	AED				
Dubai Derma E-Directory - Inside Page Advertisement	AED 3,500	AED				
☐ Dubai Derma E-Directory - Double Page Spread Advertisement	AED 8,000	AED				
Dubai Derma Conference Pocket Program - Back Cover Advertisement	AED 15,000	AED				
Dubai Derma Conference Pocket Program - Inside Advertisement	AED 3,000	AED				
Dubai Derma Conference Pocket Program - Package for 3 inside ads + Back cover	AED 20,000	AED				
1 Website Banner	AED 4,000	AED				
Logo on the Wall Floor Plans	AED 1,000	AED				
Demo Room Workshop Slot for 1 hour	AED 7,500	AED				
Digital Tools & Advertisement: (See Digital File Advertisement)						
	150,000	.55				
☐ Visibility Package	AED 8,800	AED				
Notoriety Package	AED 13,600	AED				
Dubai Derma Website	AFD 5 000	450				
1 Banner on Homepage	AED 5,000	AED				
1 Banner on Main Registration Page	AED 4,000	AED				
1 Banner on Register Now Page	AED 4,000	AED				
1 Banner on Conference Program Page	AED 4,000	AED				
1 Banner in Registration Confirmation Email	AED 8,000	AED				
Dubai Derma E-flyer	450,0500	450				
1 Banner on 1 Dubai Derma E-flyer	AED 2,500	AED				
Pack of 2 Banners on 2 Dubai Derma E-flyers	AED 4,000	AED				
Pack of 3 Banners on 3 Dubai Derma E-flyers	AED 5,000	AED				
1 Dedicated EDM	AED 5,000	AED				
Dubai Derma Mobile App	AFD 0.000	450				
Dubai Derma Mobile App - 1 Pop-up advert	AED 8,000	AED				
Dubai Derma Mobile App - 1 Slider Banner	AED 3,000	AED				
Dubai Derma Mobile App - 1 Push Notification	AED 8,000	AED				
Dubai Derma Mobile App - Pack of 3 Push Notification	AED 20,000	AED				
Dubai Derma Social Media						
1 Post	AED 2,000	AED				
Total 3		AED				
Company Stamp : Name & Signature :		Date :				
Traine & digitatore	•					



EXHIBIT SPACE & SERVICES COST				
TOTAL 1	Registration Fees	AED		
TOTAL 2	Your Stand	AED		
TOTAL 3	Promotional Tools, Advertising & Sponsorship	AED		
	TOTAL ORDERED	AED		
		AED		
	TOTAL AMOUNT	AED		

NB: Prices stated herein are applicable to Dubai Derma event products and services. All companies will be subjected to 5% Value Added Tax (VAT). Federal Decree-Law No. (8) of 2017 on Value Added Tax (VAT Law) has been issued by the UAE Government effective 1st January 2018. VAT Law stipulates that all supply of goods & services shall be charged at a standard rate of 5%. For more information, please visit www.tax.gov.ae or www.mof.gov.ae/En/budget/Pages/VATQuestions.aspx

MODE OF PAYMEN	NT	Cheque	Bank Transfer	Credit Card		
PAYMENT SCHEDULE						
 Fifty percent (50%) non-refundable deposit payable upon signing the Contract. Failure to pay deposit within three (3) weeks of signing this contract may result in your stand being reallocated. The booth will not be assigned until the appropriate payment and the completed application form / contract is received. Fifty percent (50%) balance, payable by October 1, 2021. If the Exhibiting Company does not pay the balance of the contract price at the scheduled time, INDEX reserves the right to release such exhibiting company's space for re-assignment and shall be entitled to retain the fifty percent (50%) non-refundable deposit. Applications received after October 1, 2021 must be accompanied by full payment in order to be considered. All payments to be made by Bank Transfer, Credit Card or Cheque. Please refer below for banking and account details. All the bank charges to be borne by the remitter. 						
IBAN: Account No.: SWIFT: Bank Address:	INDEX Conferences & Exhibitions Org AE500260001014435107601 1014435107601 EBILAEAD Emirates NBD, Oud Metha Branch, P.O		bai - U.A.E.			
Credit Card No.:	: Visa Master Card					
Expiry Date:	Name on Card		Signature:			
Authorisation Note: Please debit my credit card with an amount of AEDI,						
5. Sponsors will not receive brand promotion until receipt of deposit.						
Company Stamp :	Name & Signature :		Dat	e:		

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Terms & Conditions for Exhibit Space and Promotional Tools & Sponsorship Contract

- Under these Conditions, the term "Exhibitor" means the signatory of this application which includes all employees and/or agents of such; and the term "Exhibition" means the UAE International Dental Conference & Arab Dental Exhibition (Dubai Derma) and "INDEX®" means INDEX® Conferences & Exhibitions Organization Est.
- The Exhibitor's location is only confirmed once the complete deposit of the total amount due has been received upon signing of this Contract.
- Stand rentals may be paid in US Dollars or UAE Dirhams. All bank charges to be borne by the 3.
- In case of joint-venture howsoever described, the Exhibitor is deemed to have obtained the consent of all the co-exhibitor(s) to all the conditions of this Contract. Without prior written consent from INDEX*, the Exhibitor is not permitted to share the Space with any undeclared co-exhibitor(s) who has not paid the full participation fee. Should the Exhibitor be permitted to do so, the Exhibitor remains responsible for the Space in its entirety. In the event of a breach of this Contract, both the Exhibitor and the co-exhibitor(s) shall be liable.
- If the Exhibitor does not pay the balance of the contract price at the prescribed time, INDEX® reserves the right after written notice to the Exhibitor to cancel the booking. In the event if the Exhibitor cancels the booking after the application is granted, the deposit will be forfeited. Additionally, if cancellation occurs for either reason after the prescribed date for payment of the balance of the contract price, a sum in liquidated damages equivalent thereof will be payable by the Exhibitor to INDEX* in any event. If INDEX* does not receive the payments into its designated bank account by the due date, INDEX® reserves the right to refuse entry to the Exhibitor, its employees and representatives.
- Applications for space must contain details of the proposed exhibit and the name of any other company represented by the Exhibitor whose products are to be shown on or whose services are to be referred to on the stand.
- INDEX® shall have full power to determine in every respect the allocation of area and position of space and it shall be entitled for any reason which in its sole opinion is in the general interest of the Exhibition to vary the general layout or location of any particular stand even if it has already been allocated, and the Exhibitor shall accept a new allotment of space in substitution of the original.
- **Booth Space Assignment and Payment.** The Organizer will draw up the plan for the exhibition and allocate places to the exhibitors, without any restriction, taking account, where possible, of the wishes expressed by the exhibitors, the nature of the products and services presented by the exhibitors, the layout of the stands that they propose to set up and, where necessary, the dates on which the applications were registered. Should the requested space be previously assigned or the floor layout change, INDEX® will make reasonable efforts to provide suitable alternate space based on when application and payment were received. An exhibiting company's ultimate placement by INDEX® shall be considered final, provided that INDEX® reserves the rights to relocate an exhibiting company at any time, at its sole discretion, for the overall good of the show. INDEX® is not liable to reimburse the exhibiting company for any costs arising from such relocation.
- Upon the acceptance of the Exhibition Space Contract, a contract shall arise between INDEX® and the Exhibitor with regards to space allotted, and a relationship of licensor and the licensee shall arise and continue between INDEX® and the Exhibitor. Nothing in this Contract shall be construed as granting the Exhibitor any right, permission or licence to use or exploit the Intellectual Property Rights of INDEX® and any of its representatives. In case of non-payment of any sum due or any breach or non-observance of any of these conditions by the Exhibitor, INDEX® shall have the full right to revoke this license and to re-enter upon the allotted space and may remove and exclude the Exhibitor without prejudice to recovering all monies payable hereunder, all other claims against the Exhibitor and the right to recover damages sustained by INDEX®.
- The Exhibitor shall occupy the allotted space by 08.00 am on the opening day of the Exhibition. In the event of a default due to any cause whatsoever, the Exhibitor shall pay to $INDEX^{\circ}$ a further sum in liquidated damages equal to the total charge for the space and INDEX® has the right to deal with the space in any way it thinks best and has the right to manage the space accordingly at its own discretion.
- Should exhibiting company's display and/or material fail to arrive, exhibiting company is nevertheless responsible for the rental of its exhibit space.
- The Exhibitor may not assign, sublet or grant licenses in respect of any part of the space allotted, nor may advertisements of firms who are not bonafide Exhibitors show on its stand. Only those products, services and companies mentioned on the application form may be incorporated in the stand.
- Should the Exhibitor withdraw, without prejudice to the rights and remedies of INDEX® in respect of any breach of the contract on the part of the Exhibitor, INDEX® at its discretion, may allow the Exhibitor to withdraw from the Exhibition subject to the following conditions:
 - The Exhibitor must give written notice to INDEX* that he/she desires to withdraw and if INDEX* allows such withdrawal it will notify the Exhibitor of its decision in writing and INDEX* reserves the right to re-sell the Stand and the conditions below applies.
 - Any such notification by INDEX® to the Exhibitor will constitute a cancellation of the contract subject to the payment by the Exhibitor to INDEX® of a consideration for release from the contract.
 - The amount for such payment will be specified in INDEX $^{\rm o}$ notification to the Exhibitor and will be that amount of the space rental payable under the contract here specified.
 - If notice of withdrawal is received on or before October 01, 2021, the amount of space rent payable is fifty percent (50%).
 - If notice of withdrawal is received after October 01, 2021, the amount of space rent payable is one hundred percent (100%).
 - Upon payment of such amount to INDEX® by the Exhibitor (credit being given by INDEX® for all the rental already paid by the Exhibitor) the contract shall be cancelled and neither party shall pay any further claim against the other.
- The Exhibitor will be totally responsible for the cost of restoring to its original condition any part of the stand or structure occupied by them, which has been altered or damaged in any
- The Exhibitor shall not without the written consent of INDEX® display, exhibit or bring into The Exhibitor shall not without the written consent of INDEX* display, exhibit or bring into the Hall any explosive or dangerous material of any kind which may cause noxious fumes or which make use of or display any other material which may involve a danger to the health or safety of any person. If the Exhibitor is otherwise engaged in any type of activities that might jeopadise the safety of the Exhibition and its attendees, INDEX* reserves the right to close Exhibitor's exhibition stand and or activities without liability and at Exhibitor's risk and expense, they are to remove any of the aforementioned exhibits that contravenes with any third party Intellectual Property and that is likely to or may cause offence or which otherwise

- does not comply with the conditions herein. The Exhibitor shall indemnify INDEX® against any loss or damage arising out of a breach of this clause.
- The Exhibitor shall hold INDEX® safe and harmless from all loss or damage suffered by or arising out of any of default of any servant, agent, employee or subcontractor of the Exhibitor. INDEX® cannot accept any complaint or claim against them unless it is submitted in writing to the address given below within two weeks of the closing date of the Exhibition. All claims and disputes shall be settled in accordance to Clause 28 vi of this Contract.

Insurance.

The Exhibitor shall, throughout the duration of the Event, at its own expense, obtain and maintain insurance based on the following:

- The Exhibitor is required to purchase compulsory Public Liability and Property insurance for the entire Event tenancy from the approved Insurance service provider appointed by INDFX®
- The complete terms and conditions of the insurance is available in the Exhibitor's manual
- Exhibitor must provide INDEX* with a copy of their insurance policy. The Exhibitor's insurance policy should commence at least three (3) weeks prior to the Event if INDEX* considers this necessary.
- Under no circumstances would INDEX® be liable for any insurance claims including loss of business.
- The provisions of this Clause 17 shall not prejudice any liability of the Exhibitor to INDEX® under any other provisions of this Contract.
- INDEX® reserves the right to alter, add to, or amend any of these conditions and the decision of INDEX® shall be final.
- An Exhibitor Manual will be issued to the Exhibitor containing detailed instructions for the organization of the Exhibition.
- All display advertising exhibits and stand arrangements shall be appropriate to the subject matter of the Exhibition in the sole opinion of INDEX*. It shall be aesthetic and of a suitably high standard and shall not contravene or conflict with any local law, moral or custom. And if in the opinion of INDEX®, the Exhibitor is in breach of this clause, INDEX® may direct the Exhibitor to rectify such breach and the Exhibitor shall act upon it immediately.
- In the event of any Exhibitor committing an act of bankruptcy or if a limited company being wound up the contract with it shall be determined void and all monies already paid shall be retained by INDEX®.
- In the event of a breach of any of the conditions herein, INDEX® may in all cases retain all monies paid by the Exhibitor and recover further monies from the Exhibitor as provided
- The following general terms and conditions apply to the sale of advertising space and cobranding in any marketing products or services of Dubai Derma (show's official catalogue, newsletter, etc.) and on the Event official website. The derivative products and website of the Event are hereinafter referred to as the "Promotional Tools". Any request to place an advertisement in Dubai Derma communication tools is considered firm and binding on the advertiser as soon as it has been registered by INDEX®;
 - In the event of inconsistency between these general terms and conditions of sale and the terms and conditions of purchase of any advertiser, it is agreed that these general terms and conditions of sale shall prevail.
 - The advertiser agrees to provide any and all documents or offset transparencies necessary for the printing and/or on-line placement of the advertiser's message within the agreed lead times. Technical costs if any shall be borne by the advertiser
 - The advertiser shall comply with any and all instructions issued by INDEX® and indicated in INDEX®'s commercial documents concerning the supply of technical materials (e.g. format of advertising banners).
 - Lead time for on-line placement is three (3) working days from the date of receipt of technical materials. If an order is cancelled for any reason whatsoever, the fifty percent (50%) down payment shall be retained with INDEX*.
 - The registration by INDEX* of a request for the insertion of an advertisement only grants the advertiser the right to occupy the space reserved for such advertisement. The space, form and mode of posting of the proposed advertisements and the related prices are indicated in the purchase order. Prices do not include technical costs such as, where applicable, the cost of creation and production of the advertisements. Except for those spaces indicated in the publication price list, no space may be guaranteed, regardless of the indications placed by the advertiser on the request for advertising publication.
 - The copy and visuals of an advertisement and in particular brands and designations are published under the sole responsibility of the advertiser. In particular, the advertiser alone is responsible for the payment of any reproduction rights for photographs used.
 - The advertiser hereby releases INDEX®, the publisher, the printer and any and all third The advertiser nereby releases INDEX*, the publisher, the printer and any and all third parties from any civil or criminal liability they may incur because of advertisements that have published at the advertiser's request. The advertiser guarantees INDEX*, the publisher, the printer and any and all third parties against any claims asserted by third parties in respect of the content of such advertisements. The advertiser accordingly agrees to defend at its own expense, INDEX*, the publisher, the printer and any and all third parties in the event that proceedings or claims are brought or asserted against them in respect of the contents data information messages set. them in respect of the contents, data, information, messages etc
 - viii. No error due to INDEX®, the publisher, the printer or any and all third party in respect of an advertisement, shall in any event result in the cancellation of such advertisement. The correction shall be made in the catalogue or the following advertising products.
 - No claim shall be accepted unless it is made in writing within eight (8) days from the date of insertion or on-line placement.
 - Fifty percent (50%) of the price of the advertisement including tax shall be payable upon delivery of the purchase order, the remainder being due upon receipt of the invoic If the advertiser fails to make any payment upon the due date, all amounts due shall become immediately payable in full.
 - Any digital content and the like not in accordance to the business ethics or Exhibition standard requirements received from the Exhibitor, is subject to the Organiser's approval.
 - Any content which is provocative, derogatory or of an obscure nature and or not in accordance with the community and media guidelines, will be subject to refusal.
- During the Event, under no circumstances would the exhibiting company be permitted to organize its event, of the nature such as CME Event, corporate symposium, product demonstration, expert talk, press conference etc., in the same venue where the Event is held or at any other venue, including but not limited to hotels, auditoriums, exhibition centers, universities etc. within the UAE, ten (10) days prior to the Event, during the Event and ten (10)



Terms & Conditions for Exhibit Space and Promotional Tools & Sponsorship Contract

days after the conclusion of the Event, without the express written approval from INDEX®. Exhibiting companies who wish to host or organize any activity and/or event, must submit an application with all relevant information (i.e. subject or type of event, dates, audience, stakeholders, and CME accreditation) to INDEX*, a minimum of one (1) month prior to its scheduled event and within the week upon the conclusion of the Event. Approval may be granted by INDEX* after it has assessed the nature of the event. Please contact INDEX* for any assistance with regards to such activities at info@dubaiderma.com

Change, Postponement or Cancellation of Exhibition for reason(s) other than Force Majeure.

25.1 The below applies in the occurrences of the following scenarios:

Change, Postponement of Exhibition Dates and/or Venue, (whichever applicable) for reason(s) other than Force Majeure.

In the event INDEX* is unable to organise the exhibition for any cause beyond its reasonable control other than force majeure, where unpredictable events or unforeseen circumstances arise, INDEX* in its sole discretion, reserves the right without liability to circumstances arise, INDEX* in its sole discretion, reserves the right without liability to make reasonable change to the dates (to be decided) and/or venue of the Exhibition, or change of exhibition format, with no further liability, with a notification to the Exhibitor. In the event of a change of dates and/or venue, change of exhibition format, or postponement of Exhibition dates, no refund will be due to Exhibitor but instead all payments made shall be deferred to the new Event dates. INDEX® shall not be liable for any costs, damages, fees or other expenses of Exhibitor as a result of any such changes. The exhibiting companies shall not be entitled to any claim for damages arising from such change.

Change of Exhibition Space & Location for reason(s) other than Force Majeure.

In the event that INDEX® cannot permit the exhibiting company to occupy its space due to causes beyond its reasonable control, INDEX®, in its sole discretion upon notice to Exhibitor, has the right to assign to Exhibitor, such other space as it deems appropriate. The Exhibitor agrees to utilise such space under the same provisions of this Contract. The exhibiting companies shall not be entitled to any claim for damages arising from such discretionary change, including loss of business. INDEX® will retain any amount paid by the Exhibitor regardless of any changes made in relation to the Exhibition space. Any payments due from Exhibitor in this regard shall be due in accordance to the payments terms specified herein in this Contract. terms specified herein in this Contract.

In addition to the above point i and ii, if any such changes are made at any given time and for any reason, this Contract will continue in full force and shall be deemed to apply to the Exhibition's new dates, in the same manner that they would have been applied to the originally scheduled Exhibition.

Cancellation of Exhibition for reason(s) other than Force Majeure.

In the event of a cancellation, the below conditions will come into effect in all cases and for whatever the reason.

- If INDEX® is unable to organise the exhibition for any cause beyond its reasonable If INDEX* is unable to organise the exhibition for any cause beyond its reasonable control other than force majeure, where unpredictable events or unforeseen circumstances arise such as the Exhibition cannot be organised as originally planned, or any unforeseeable situation which INDEX* considers makes it impossible and inadvisable for the Exhibition to be held, situation that forces postponements, or some percentage of Exhibitors/attendees are unable to attend for any of the reasons stated herein, INDEX* in its sole discretion upon notice to Exhibitor propose the right to great the Exhibition with the further liability and Exhibitor, reserves the right to cancel the Exhibition with no further liability and no refund will be due to Exhibitor. In the event of cancellation of the Exhibition, no refund will be due to Exhibitor. In the event of Cancellation of the Exhibition, the exhibiting companies shall not be entitled to any claim for damages arising from such cancellation, including loss of business, and that INDEX® shall in no event be liable for incidental or consequential damages to exhibiting company arising from or relating to such cancellation. Should exhibiting company's display and/or material arrive after the cancellation, exhibiting company is nevertheless responsible for all logistics cost.
- If the date of the Event is postponed to the following year or cancelled as it is impracticable for the Exhibition to be held in the current year, this Contract will continue in full force and shall be deemed to apply to the Exhibition's new dates (in order to protect the interests of all stakeholders), in the same manner that they would have been applied to the originally scheduled Exhibition. For the avoidance of doubt, no term in this Clause 25 shall excuse Exhibitor from the payment of the Fees in accordance with the payment terms stated in this Exhibition Space

Postponement, Cancellation of Exhibition, or Change of Exhibition format due to Force Majeure

Force Majeure.

A Force Majeure Event shall include without limitation, any of the following events; act of God, royal demise, war, venue damage and cancellation, governmental regulations or actions, emergency, accident, fire, earthquake, flood, storm, industrial strike, or any other act of God, including but not limited to health concerns (such as bird flu, infectious related health outbreaks, pandemic or other related communicable disease), climatic, economic, political, financial crisis or social situation at local, national or international

Postponement of Exhibition due to Force Majeure.

Upon the occurrence of force majeure, INDEX® has the discretion to take such action as is reasonable under the circumstances, to either postpone the Event and/or relocate the Event at any time as it deems fit to alternative dates, where unpredictable events or unforeseen circumstances arise, which makes it impossible to hold the Event or it carries thindeser circumstances arise, which makes it impossible to hold the Event on It carries risks of disturbances or unrest that might have a serious impact on the organisation and smooth running of the Event, or it may seriously affect the security of property and persons, which may force postponement(s). In this occurrence, all payments made up to the date of the announcement shall be deferred to the new Event dates. Any remaining payments from the Exhibitor shall be due in accordance with the Payment Schedule in this Exhibition Space Contract

Cancellation of Exhibition due to Force Majeure.

In the event INDEX® is unable to organise the Exhibition due to "Force Majeure Event" as defined in the foregoing clause 26. i, INDEX® in its sole discretion upon notice to as defined in the foregoing clause 26. I, INDEX* in its sole discretion upon notice to Exhibitor, reserves the right to cancel the Exhibition with no further liability and no refund will be due to Exhibitor. INDEX* bears no liability for cancellation of the event for circumstances beyond its control ("force majeure" provision) or for the exhibitor's decision not to attend the Event. Should exhibiting company's display and/or material arrive after the cancellation, exhibiting company is nevertheless responsible for all logistics cost.

Change of Exhibition format due to Force Majeure.

In the event INDEX* is unable to organise the Exhibition Physically due to "Force Majeure Event" as defined in the foregoing clause 26. i, INDEX* in its sole discretion upon notice

to Exhibitor, reserves the right to change the format of the Exhibition from Physical to Virtual with no further liability and no refund will be due to Exhibitor. INDEX® bears no liability for the change on the format of the event for circumstances beyond its control ("force majeure" provision) or for the exhibitor's decision not to participate in the Event.

Exclusion of Liability

- Further to the foregoing clause 25 and 26, in no event shall the Exhibitor raise any claim for damages of any kind against INDEX®. INDEX® shall not be responsible for the loss or damage to any property (of the Exhibitor or any other person) caused by theft, fire, defect in the Exhibition Hall (the Hall) labour disputes, lockouts, explosions, and cases of "force majeure", or any cause not within INDEX® control.
- INDEX® shall not be liable for any loss or damage sustained in the event that the opening or holding of the Exhibition is prevented, postponed or abandoned or if the hall becomes totally or partially unavailable for the holding of the Exhibition due to any of the foregoing causes.
- If in the opinion of INDEX® by rearrangement or postponement of the period of the Exhibition or by substitution of another hall, or building or in any other reasonable manner, the Exhibition can be carried out under these conditions and shall be binding
- The Exhibitor shall indemnify and hold INDEX® safe and harmless from all loss and damage to person or property and all claims arising out of the Exhibitor's stand fittings and for the Exhibitor's portions of the stand.
- INDEX* shall not be responsible or liable in any manner whatsoever for the consequences of any introduction of commercial transaction made during or as a result of the Exhibition.
- INDEX® does not make any warranty as to the Exhibition in general, including without limitation and in particular in relation to the presence/absence or location of any other imitation and in particular in relation to the presence/absence or location of any other Exhibitor or potential Exhibitor, including attendees and Sponsor(s), including Exhibitor's participation in relation to the advantage (commercial or otherwise) that the Exhibitor may or may not derive as a result of participating in the Exhibition, except as set out in these Conditions, to the fullest extent permitted by law, excluding all other terms, conditions, representations and warranties that are not explicitly provided hereir
- INDEX® cannot be held liable to compensate for items seized or confiscated by the Customs Authority, and shall not be held responsible for any, arising or related conditions as it is not within INDEX's control.
- viii. INDEX* cannot be held liable towards the Exhibitor for any loss or damage suffered or incurred by and in connection with the provision of any services supplied by third parties in relation to the Exhibition including, without limitation to the provision of stand building, shell scheme, signboards/graphics, AV, logistics which includes freight shipment, transportation and delivery services supplied by third party contractors, any services provided to the Exhibitor by INDEX® or any vendors/suppliers ("contractor(s)") is the subject of a separate Contract between Exhibitor and the relevant contractor(s), where the Contract shall be binding upon the parties.
- INDEX® cannot be held liable to the Exhibitor for loss of business, profits, revenue, business, goodwill, indirect or consequential loss or damage that may be suffered by the Exhibitor in connection with this Contract, including, but not limited to, patent, copyright, trademark or other infringement claims, legal fees and court costs.

Miscellaneous

- Nothing in this Contract shall be deemed to constitute, create or give effect to or otherwise recognise a partnership, joint venture or agency relationship between $\mathsf{INDEX}^\mathsf{e}$ and the Exhibitor.
- INDEX® reserves the right to refuse any person entry to the Exhibition or to remove any person from the Exhibition at any time.
- Without prejudice to Clause 25 & 26, INDEX® shall not be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract on grounds of Force Majeure. For the avoidance of doubt, nothing in this Clause 28 shall excuse Exhibitor from settling its dues mentioned and agreed under this
- Modification. No amendment, change, addition or modification of the terms set forth in this Contract shall be effective or binding upon either of the Parties unless reduced to writing and executed by the respective duly authorised representatives of each Party.
- Severability. In the event any term or provision of this Contract shall for any reason be invalid, illegal or unenforceable in any respect, that provision shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision under this Clause 28 (v) shall not affect any other term or provision of this Contract.
- **Governing Law.** This Contract (and any non-contractual obligations arising out of it) is governed by, and construed in accordance with the federal laws of the UAE and the Emirate of Dubai and any disputes will be subjected to the exclusive jurisdiction of Dubai courts. If there is any conflict between the terms of this Agreement and any other agreement from the Exhibitor, the provisions of this Agreement shall prevail.

lacktriangle We have read all the above Terms & Conditions of this form and we undertake to observe and to be bound by them.

All communications should be addressed to:



INDEX® Conferences & Exhibitions Organization Est.

INDEX Holding Headquarters, Road # D-62, Opposite Nad Al Hamar P.O. Box: 13636, Dubai - United Arab Emirates, Tel: +971 4 5208888, Fax: +971 4 3384193 E-mail: index@emirates.net.ae • Website: index.ae

Terms & Conditions for Promotional Tools & Sponsorship

The terms and conditions herein constitute the entire agreement between the Sponsor and Organiser for the provision of services and shall be deemed to be accepted on commencement of a sponsorship, whether under a contract of service or for services.

The terms and conditions stated herein shall apply to all sponsorship for events arranged by the Organiser

Sponsorship Fee

- In consideration of the rights and licences granted, the Sponsor shall pay the Organiser the agreed fee (the 'Sponsorship Fee') in accordance to their sponsorship package as set out in the foregoing Sponsorship Contract.
- The 'Sponsorship Fee' (Sponsorship package full payment and 5% VAT) shall be solely borne by the Sponsor (the amount may include currency control restrictions, bank charges, fees, duties or other transactional costs).

Sponsorship rights

In consideration of the payment by the Sponsor of the Sponsorship Fee, the Organiser hereby grants to the Sponsor the following Sponsorship Rights where applicable and as agreed on the Corporate Sponsorship Form:

- The right to be designated as an Official Sponsor of the Event (or such similar designation as may be agreed between the parties) at the Event;
- The right to use of the designated Sponsor Logo;
- The right to have the Sponsor Logo on event materials as outlined on the Corporate Sponsorship 2.3
- The right to one (1) promotional opportunity as outlined on the Corporate Sponsorship Form;
- The right to a web link on the Event website as outlined on the Corporate Sponsorship Form.

Obligations of Sponsor

3.2

The Sponsor hereby warrants to the Company that:

- The Sponsor will exercise the Sponsorship Rights strictly in accordance with the terms of this
- The Sponsor to submit to the Organiser for its prior written approval, not to be unreasonably withheld or delayed, pre-production samples of the Sponsor Profile and Sponsor Inserts; The Sponsor Inserts distributed at the Event, shall comply in all respects with the samples
- approved, and to immediately withdraw them at its sole cost from circulation at the written request of the Organiser;
- The Sponsor to provide to the Organiser, at the Sponsor's sole cost and expense, the Sponsor's Marks in eps 300dpi format in both black and white and full colour within print deadlines reasonably specified by the Organiser for it to be reproduced under the control of the Organiser for the fulfilment of the Sponsorship Rights;
- The Sponsor undertakes not to share any of the rights and licences granted herein or engage in joint promotions in relation to the Event except in each case with prior written consent of the Organiser;
- The Sponsor shall supply at its cost finished artwork relating to its name, logos and other identification provided herein within print deadlines reasonably set by the Organiser and confirm all such rights so to use;
- The Sponsor warrants that it owns and/or is solely entitled to use the Sponsor Logo and other material supplied to the Organiser in relation to this Agreement, and the Organiser;
- The Sponsor will not make or cause to be made or issued any report or announcement to the press or media regarding the Sponsorship Rights or the Sponsor's appointment except in the form approved by the Organiser in writing;
- The Sponsor agrees that it shall exercise the rights and licences granted at its sole risk and shall indemnify and hold harmless the Organiser with respect to all claims of, and liability to is that intermining and including interests the originates with respect to an including of an inbulling to the hird persons for injury, death, loss, or damage of any type arising out of, or in connection with the exercise of such rights and licences except where such injury, death, loss or damage of any type arising out of, or in connection with the exercise of such rights and licences except where such injury, death, loss or damage has resulted from negligent act(s) or omission(s) of the Organiser; and
- 3.10 The Sponsor has no right to sub-license, assign or otherwise dispose of any of the Sponsorship Rights, without the Organiser's prior written consent.

Obligations of Organiser

The Company hereby warrants to the Sponsor that:

- The Organiser owns and/or controls the Event and the Proprietary Rights and use of the Sponsorship Rights by the Sponsor as provided for under this Agreement shall not infringe the rights of any third party;
- The Organiser shall to the best of its abilities organise the Event in accordance with the Event Format as outlined in the Event Catalogue and website;
- The Organiser shall to the best of its abilities and using all reasonable means to deliver or ensure the delivery of each and all of the Sponsorship Rights to the Sponsor and to ensure that all relevant Sponsor advertising materials is properly in place and operational and not concealed or obscured from view at any time;
- The Organiser shall consider any reasonable requests from the Sponsor or any of its agents to run joint promotional activity;
- The Organiser acknowledges that the Sponsor owns and/or controls the Sponsor Logo and the Organiser shall not knowingly do or cause or permit anything to be done which may endanger the Sponsor's rights and title in the Sponsor Logo;
- Should the date of the event change for any reason, the Organiser will notify the Sponsor in writing at least three calendar months before the commencement of the Event. Upon the date of the Event changing and where the Organiser has notified the sponsors in writing at least three calendar months prior to the Event, the termination policy as stated in point 6.4

Term and Termination

- This Agreement shall take effect on and from the Commencement Date and shall continue up to the date of the Event.
- Either party may terminate this Agreement with immediate effect at any time by giving written notice to the other party if:
 - a. the Sponsor fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than five (5) Business Days after being notified in writing to make payment;
 - b. the other party commits a material breach of any material term of this Agreement (other than failure to pay any amounts due under this Agreement) and (if that breach is remediable) fails to remedy that breach within a period of five (5) Business Days after being notified in writing to do so. However, this five (5) Business Days period will be reduced to three (3) Business Days if the Organiser calls upon the Sponsor to remedy the breach during, or within, the ten (10) Business Days period before the Event begins;
 - c. the other party repeatedly breaches any of the terms of this Agreement in a manner that reasonably justifies the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement.

Consequences following termination of this Agreement for whatever reason

- The Sponsorship Rights granted by the Event Owner/Organiser to the Sponsor pursuant to the above clause 3 shall revert to the Event Owner/Organiser and thereafter the Sponsor shall not use or exploit (directly or indirectly) its previous connection with Organiser or the
- The Sponsors shall not make any further use of or reproduce or exploit any of the rights or licences granted under this Agreement or make any representation thereof that may be confusingly
- The Sponsor shall forthwith cease carrying on all business under this Agreement.
- Termination of this Agreement by either party and for any reason shall be without prejudice to any rights that may have accrued as at the date of such termination or which may accrue subsequently thereto to either party pursuant to or under the procedures set out in clause 5. Clauses which expressly or by implication have effect after termination shall continue in full force
- and effect, including this clause 6 (Consequences of termination), clause 7 (Limitation of liability and indemnities), and sub-clause 11.2 (Governing law and jurisdiction).

 For any cancellation of sponsorship order received before November 1, 2021, non-refundable
- deposit remains due and retained by the Organiser. For cancellation of Sponsorship on and after November 1, 2021, the full amount is due and payable to the Organiser.

Limitation of liability and indemnities

- The Organiser undertakes to indemnify the Sponsor against all liabilities, claims, demands, actions, costs, damages or loss arising out of any breach of any of the terms of this Agreement by the Organiser.
- The Sponsor undertakes to indemnify the Organiser against all liabilities, claims, demands, actions, costs, damages or loss arising out of any breach of any of the terms of this Agreement by the Sponsor.
- The provisions of this clause 7 shall survive the termination or expiry of this Agreement.
- Neither party shall be liable to the other under this Agreement for any loss, damage, cost, expense or other claim for compensation arising as a direct or indirect result or breach or non-performance of this Agreement due to a Force Majeure Event.
- Subject to clause 7.4, under no circumstances shall the Organiser be liable to the Sponsor for any of the following, whether in contract, tort (including negligence) or otherwise: any indirect or consequential losses; loss of revenue or anticipated revenue; loss of savings or anticipated savings; loss of business opportunity; loss of profits or anticipated profits; or loss of wasted expenditure.
- Subject to clause 7.4, the Organiser's maximum aggregate liability in contract, tort (including negligence) or otherwise, however arising, out of or in connection with the performance of the Organiser's obligations under this Agreement, in respect of any one or more incidents or occurrences during the Term, shall be limited to a sum equal to the amount of the Sponsorship Fee received by the Organiser as at the date of such act or omissions.

Representations and warranties

- The Sponsor represents and warrants that:
 - a. it owns or is solely entitled to use the Sponsor's Marks and any other material supplied to the Organiser in relation to this Agreement and the Organiser shall be entitled to see evidence to this effect on request;
 - b. it shall exercise all rights and licences granted in this Agreement in accordance with all relevant rules and regulations of the Event and in accordance with applicable media and domestic laws including all applicable safety legislation.

Each party agrees that it shall: comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption in the United Arab Emirates and globally; maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures to ensure compliance with the applicable laws and will enforce them where appropriate; promptly report to the other party any request or demand for any undue financial or other advantage of any kind it receives in connection with the performance of this Agreement.

10. Intellectual property rights

- 10.1 The Organiser and the Sponsor acknowledge as follows:
 - all rights in the Sponsor's Marks, including any goodwill associated with them, shall be the sole and exclusive property of the Sponsor, and the Organiser shall not acquire any rights in the Sponsor's Marks, nor in any developments or variations of them;
 - all rights in the Organiser's Marks, including any goodwill associated with them, shall be the sole and exclusive property of the Organiser and the Sponsor shall not acquire any rights in the Organiser's Marks, including any developments or variations of them.
- 10.2 All Intellectual Property Rights in and to any materials produced for the Event, shall remain, or be assigned to become, the sole and exclusive property of the Organiser.

11. Miscellaneous

- 11.1 This Agreement including the Schedules contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior agreements and arrangements (whether written or oral) in relation to such subject matter between the parties
- 11.2 This Contract (and any non-contractual obligations arising out of it) is governed by, and construed in accordance with the federal laws of the UAE and the Emirate of Dubai and any disputes will be subjected to the exclusive jurisdiction of Dubai courts. If there is any conflict between the terms of this Agreement and any other agreement from the Exhibitor, the provisions of this Agreement shall prevail.

We have read all the above Terms & Conditions of this form and we undertake to observe and to be bound by them.

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Company Stamp:

Name & Signature:

Organized by الدكس الم