

Please indicate your intention to take part in Downtown Design 2021 (8-12 November) by returning this form filled in completely along with your legally binding signature and your acknowledgment of the Terms and Conditions attached herewith.

EXHIBITOR DETAILS

Party Name ((give particulars of legal status such as "Limited, Corporation" etc.) (referred to as "Exhibitor")):

Street: P.O. Box: Postal Code:

City: Country:

Phone (country, city code): E-mail: Website:

Turnover tax ID (VAT) (if required on your invoice):

Billing address (only if different from company data above):

Proprietor / Managing Director: Mr Ms

Contact person for the exhibition is (please give first and last name): Mr Ms

Position:

Phone (country, city code): Mobile:

Email:

The Exhibitor is: Manufacturer Agent Distributer Association / Organization

Name of exhibiting brand (if different from company name):

STAND RATES

Stand fee for standard Space Only stands:

- \$450 + VAT T&C's signed prior to 30th April 2021*
- \$475 + VAT T&C's signed after 30th April 2021*

*Date on which Downtown Design receives the Exhibitor Contract.

Please select: Space Only Stand Package Stand (**)

(**) Please add \$100 + VAT USD/sqm for a Package Stand

Space in total sqm:

By signing and returning this Exhibitor Contract, I fully agree to Downtown Design's Terms attached herewith and which form an integral part of the Exhibitor Contract. The Exhibitor acknowledges that the Exhibitor Contract and Terms are legally binding on the Exhibitor and that the undersigned signatory to this Exhibitor Contract is the authorized signatory of the Exhibitor.

(E-signature)

(Date & Place)

Please send to:

Art Dubai Fair FZ LLC
Downtown Design
P.O. Box 72645
Dubai, UAE
E: pratyush@downtowndesign.com

1. Definitions and Interpretation

In these Terms, the following words will have the following meanings:

1.1. Definitions

- a) "Allocated Space" means the area of floor space allocated by the Organiser to the Exhibitor at the Event;
- b) "Event" means Downtown Design 2021;
- c) "Fee" means the total rental amount to be paid by the Exhibitor to the Organiser for the Allocated Space;
- d) "Exhibitor" means the company, exhibitor, person, organisation or other entity identified in the Exhibitor Contract as the party making the application;
- e) "Exhibitor Contract" means the form submitted by the Exhibitor to the Organiser;
- f) "Organiser" means Art Dubai Fair FZ LLC and any of its successors and assigns;
- g) "Stand Rate" means the rate each square meter of Allocated Space will be charged to the Exhibitor as laid out in the Exhibitor Contract;
- h) "Terms" means these terms and conditions including as added to or altered at any time; and
- i) "Venue" means the location where the Event takes place.

1.2. Interpretation

Any reference in these Terms to:

- a) "Dubai" means the Emirate of Dubai.
- b) "US\$" means the lawful currency of the United States of America.
- c) Section, Clause and Schedule headings are for ease of reference only.
- d) References to a Section, Clause or Schedule means a section, clause or schedule of these Terms.

2. Agreement

- a) These Terms along with the Exhibitor Contract shall govern the Exhibitor's participation and the provision of the Allocated Space by the Organiser in the Event to the exclusion of any other terms and conditions.
- b) The sending of the Exhibitor Contract and the signing of these Terms shall be regarded as legally binding on the Exhibitor, irrespective of admission.
- c) The Terms are effective in full once the Exhibitor has been formally accepted in writing (in email or other electronic means of transmission) by the Organiser as a participant of the Event ("Acceptance"). Should the Allocated Space differ from that requested by the Exhibitor on the Exhibitor Contract, then the Exhibitor Contract shall be deemed to be concluded under the terms of the Acceptance if no request to change is lodged within two weeks of the sending of the Acceptance. If the Exhibitor does lodge a complaint in writing with the Organiser within the said two-week period, then the Organiser shall try to accommodate the Exhibitor's requirements in the Exhibitor Contract and if the Organiser is unable to do so, the Organiser or the Exhibitor shall be entitled to immediately terminate the agreement set forth in this Exhibition Contract and the Terms by giving written notice to the Exhibitor. Such termination shall be without any liability to the Organiser. However, any deposit paid by the Exhibitor should be refunded to the Exhibitor.
- d) The Organiser shall accept the Exhibitor Contract at its sole discretion and the Exhibitor has no legal claim to acceptance whatsoever.
- e) The Exhibitor agrees to be bound by the Terms set forth and by any subsequent conditions or rules that the Organiser may institute in connection with the Event.
- f) The Exhibitor represents and warrants that all information submitted in connection with their Exhibitor Contract is complete and accurate and that all work submitted by the Exhibitor for exhibition at the Event is authentic.

3. Fee

The Exhibitor agrees to pay the Fee as laid out in the Acceptance communication by the Organiser.

- 3.1. The Fee will be calculated based on the number of square meters of the Exhibitor's Allocated Space multiplied by the Stand Rate. The Exhibitor will only be able to avail the Stand Rate set out in the Exhibitor Contract if it pays the Fee within the deadlines for payment set out below in Clause 3.2. In the event that the deadlines for payment of the Fee are not met by the Exhibitor and subject to Clause 3.5 and 3.6, the Organiser has the discretion to raise the Stand Rate to the highest level set out in the Exhibitor Contract.

3.2. The Fee will be paid in three installments:

3.2.1. 1st deposit – 10% of the Fee within one month of signing of the Exhibitor Contract.

3.2.2. 2nd installment – 40% of the Fee – within three months of signing of the Exhibitor Contract.

3.2.3. 3rd installment – balance 50% of the Fee – latest by 15th September, 2021 (*)

(*) In all cases, 100% of the Fee should be received by the Organiser by said date

3.3. The Exhibitor shall, in addition to the Fee, pay for all applicable charges and taxes, including Value Added Taxes, relating to the Exhibitor's participation in the Event as provided in writing by the Organiser and in respect of all goods and services supplied at the request of the Exhibitor.

3.4. The Fee is payable without any deduction, withholding or set-off whatsoever.

3.5. If the Fee, or any part of the Fee, is not paid when due in accordance with Clause 3.2 above then, without prejudice to any of the Organiser's other rights and remedies:

3.5.1. the Exhibitor shall be liable to pay interest on the overdue amount at 10% per annum, such interest to accrue on a daily basis from the date on which payment of the Fee becomes overdue until the date the payment of the Fee is made; and 3.5.2. the Exhibitor shall be liable for the Organiser's incidental costs of collection and recovery of amounts due, including, but not limited to, collection and legal costs and disbursements on a full indemnity basis before and after commencement of legal proceedings.

3.6. The Exhibitor agrees that in the event that it has failed to make the payments required, without prejudice to any other right or remedy it may have, its non-payment will constitute a material breach under the Terms with the Organiser, and the Organiser may immediately terminate the agreement with the Organiser set forth in the Terms and the Exhibitor Contract and reallocate the Allocated Space as the Organiser sees fit. Notwithstanding the foregoing the Exhibitor shall remain liable to pay the Fee to the Organiser as set out in Clause 3.2 above and shall forfeit any payments made under Clause 3.2.

3.7. In the event that an invoice is sent to a third party at the request of the Exhibitor, this does not constitute any waiver of the right to claim the account receivable from the Exhibitor. The Exhibitor remains obliged to pay until such time as the account receivable has been settled in full.

4. Allocated Space

4.1. The Organiser will allocate Allocated Space for the Event at its sole discretion and exercises domiciliary rights throughout the Venue.

4.2. The Exhibitor shall occupy the Allocated Space at the commencement of the Event and for the entire duration of the exhibition hours of the Event.

4.3. The Exhibitor shall not assign, share or sub-let the Allocated Space or any part of the Allocated Space without prior written permission of the Organiser.

4.4. The Exhibitor shall comply with all instructions of the Organiser and its agents in respect of the set-up, construction and dismantling of the Allocated Space.

4.5. The Organiser reserves the right to rearrange the layout of unoccupied areas and alter the entrances and exits to and from the exhibition space, halls and aisles, as it deems necessary or advisable without notice to the Exhibitor.

4.6. The Exhibitor shall vacate the Allocated Space at the end of the duration of the Event on the day of dismantling or in accordance with the Organiser's request. If the Exhibitor fails to vacate the Allocated Space by the required time, it shall indemnify and keep indemnified the Organiser against any losses and/or costs incurred as a result of the Exhibitor's failure to vacate. Provided that such losses do not exceed the contract value, which is considered the maximum aggregate liability of the exhibitor.

5. Withdrawal and reduction of Allocated Space

5.1. Subject to this Clause 5, the Exhibitor may, by notice in an email that is acknowledged by the Organiser, cancel its booking. Liquidated damages by way of cancellation fees shall be payable by the Exhibitor in accordance with Clause 5.3 below.

5.2. Subject to this Clause 5, the Exhibitor may, by notice in an email that is acknowledged by the Organiser, apply to reduce the size of its Allocated Space in its booking. The Organiser shall, in its sole discretion and without providing a reason, decide whether or not to accept the application. Upon such acceptance of the reduction notice, the original Allocated Space shall be deemed to be cancelled and liquidated damages by way of cancellation fees shall be payable by the Exhibitor in accordance with Clause 5.3 below.

5.3. Upon cancellation in accordance with Clause 5.1 or reduction of the Allocated Space in accordance with Clause 5.2 above, the cancellation fee payable by the Exhibitor to the Organiser shall be calculated as follows:

Date of withdrawal or reduction	Cancellation fee
From signing to 15 June 2021	30% of the Fee
From 15 June to 1 September 2021	75% of the Fee
From 2 September 2021	100% of the Fee

plus any collection costs incurred by the Organiser (including legal fees) in enforcing its rights to collect such payment and costs. Capped to the maximum contract value plus any legal and administrative fees.

- 5.4. Upon accepting the withdrawal notice or reduction notice, the Organiser may resell or re-allocate the cancelled Allocated Space without any refund of cancellation fees to the Exhibitor or obligation to account to the Exhibitor for the income from reselling or re-allocating the cancelled Allocated Space.
- 5.5. Exhibitors withdrawing from the Exhibitor Contract may not assign their Allocated Space to another exhibitor without the written permission of the Organiser.

6. Exhibitor's obligations

- 6.1. The Exhibitor shall comply with and observe all rules and laws relevant to the Event, the Exhibitor's attendance at the Event and the Exhibitor's use of the Allocated Space during the Event, including, but not limited to, the house rules of the Venue, the Federal laws of the United Arab Emirates and the laws of Dubai in relation to intellectual property and other third parties' interests and prohibition of images of sex, nudity or other items offensive to the religious values of the United Arab Emirates or for whatever reason whatsoever.
- 6.2. The Organiser has the right to request complete details of the proposed exhibit at the Allocated Space and reserve the right to prohibit the exhibition of any artworks or other display, which is not consistent with the nature, and purpose of the Event. The expense of the removal of such objects, if any, will be the responsibility of the Exhibitor. If necessary, any such items will be removed by the Organiser at the expense of the Exhibitor. No liability will be accepted by the Organiser for work that is confiscated or destroyed.
- 6.3. The Exhibitor will staff the Allocated Space during the opening hours of the Event and display the products specified in the Exhibitor Contract and confirmation of acceptance. Vacating the Allocated Space prior to the end of the Event represents a serious breach of these Terms and shall entitle the Organiser to assert damage claims capped to the maximum contract value plus any legal and administrative fees.
- 6.4. The Exhibitor may order technical services via the Event's designated construction company. Orders placed by third parties are considered to have been commissioned by the Exhibitor and at the Exhibitor's expense.
- 6.5. The Exhibitor will comply with the manual provided to the Exhibitor by the Organiser ("Exhibitors Manual") which lays out the technical requirements of the Venue amongst other procedural requirements.
- 6.6. The Exhibitor must obtain from the Organiser the required access passes to admit their representatives and contractors to the Event. The Organiser may refuse entry to any person or expel any person at its own discretion notwithstanding the fact that the person possesses an access pass.
- 6.7. The Exhibitor shall not supply from their Allocated Space or elsewhere at the Event any food, drink or tobacco without prior permission from the Organiser.
- 6.8. The Exhibitor shall not promote any brand or sponsor from its Allocated Space or in the Venue other than what has been agreed by the Organiser.
- 6.9. The Exhibitor shall only conduct its business from the Allocated Space at the Event and may not display or distribute its promotional materials, publications or articles of any kind in any place other than from the Allocated Space.
- 6.10. The Exhibitor shall indemnify the Organiser (and its principals, agents and employees) and hold the Organiser (and its principals, agents and employees) harmless against all loss, damages, claim and costs, including without limitation legal fees and costs, resulting from the Exhibitor's use of the Allocated Space and the acts and omissions committed by the Exhibitor and its agents, servants and invitees.
- 6.11. The Exhibitor must ensure that all the materials used by the Exhibitor in the Allocated Space must be non-flammable and that no dangerous materials are brought into the Event by or on behalf of the Exhibitor.
- 6.12. A guard or security service for the Event and the Event areas will be provided at the Organiser's expense. The Exhibitor shall comply with any security procedures requested by the Organiser or the security service retained by the Organiser. The Exhibitor recognises that, by participating in the Event, it assumes security risks that cannot be eliminated by security services to be provided by the Organiser.
- 6.13. The Exhibitor is responsible for the maintenance and tidy appearance of the Allocated Space and will leave the Allocated Space in the same condition in which it was found, reasonable wear and tear accepted.
- 6.14. The Organiser will be responsible for cleaning the Venue and the Exhibitor will be responsible for cleaning their Allocated Space.

7. Liability

7.1. Subject to Clause 7.3 below, the Organiser shall not be responsible for:

- 7.1.1. the theft, damage, loss and/or safety of any goods, art works, decorations, furniture and/or other items brought in to the Venue by the Exhibitor, its agents, employees, invitees, contractors or sub-contractors;
- 7.1.2. any delay in the arrival of the Exhibitor's products or the Exhibitor's personnel for any reason, including customs delays and shippers negligence; independence
- 7.1.3. the supply to the Exhibitor of any goods or services provided by any third parties at the Event, including but not limited to the operator and owner of the Venue, any designated contractors or sub-contractors and the Organiser's contractors or sub-contractors;
- 7.1.4. the failure of the Exhibitor to obtain insurance or the failure of such insurance to cover any loss sustained;
- 7.1.5. the Exhibitor's transport arrangements of itself and its property to and from Dubai and within Dubai and the Organiser shall not be liable to the Exhibitor for any losses, delays or other disruptions sustained by the Exhibitors whilst transporting objects into or out of the UAE and within the UAE during the Event; or
- 7.1.6. any loss or damage due to failure or interruption of electrical service provided by the Organiser.

7.2. Although all reasonable precautions shall be taken, subject to Clause 7.3 below, the Organiser's liability shall be limited as set out below:

- 7.2.1. the Organiser's maximum aggregate liability under or in connection with the Terms shall not exceed the total amount of the Fee received by the Organiser from the Exhibitor; and
- 7.2.2. the Organiser shall not be liable for any loss of income or profits, loss of contracts or any direct or indirect or consequential loss or damage of any kind, howsoever arising.

7.3. The Exhibitor hereby agrees to execute promptly at the request of the Organiser any additional documents releasing the Organiser from such liability as the Organiser may request prior or subsequent to the Event.

8. Insurance

- 8.1. The Exhibitor shall take out and maintain adequate insurance.
- 8.2. The insurance taken out by the Exhibitor shall not entitle the insurers to exercise any subrogation rights against the Organiser.
- 8.3. The Exhibitor shall, on demand by the Organiser, provide sufficient evidence of such insurance to the Organiser.
- 8.4. Without prejudice to the previous clauses in this Clause 8 and subject to the provisions of these Terms, in the event of the Organiser having any liability, the Exhibitor shall first recover the money payable by the insurers under the insurance policies relating to the Event or matter from which the Organiser's liability arises, and the Exhibitor's claim against the Organiser is limited to the extent that the money paid by the insurer under such insurance policies is not sufficient to reasonably compensate the Exhibitor.

9. Cancellation and revocation of Acceptance by Organiser

9.1. The Organiser retains the right to cancel or revoke acceptance of the Exhibitor Contract and terminate this by notice in writing to the Exhibitor at any time, including during the Event, if:

- 9.1.1. the Exhibitor is found to have provided any material false, inaccurate or misleading information in connection with its application;
- 9.1.2. the Exhibitor fails to comply with these Terms or any additional or revised terms and conditions that the Organiser may institute in connection with the Event, and following receipt of a notice from the Organiser setting out the particulars of the breach(es) of the Terms and requesting that the breach(es) be remedied, has failed to remedy such breach(es);
- 9.1.3. it reasonably appears at any time that all or part of the Exhibitor's display violates the legal rights of any person or entity, the Federal Laws of the United Arab Emirates or the laws of Dubai or religious values of the United Arab Emirates and the Exhibitor fails to remove that aspect of its display immediately upon request from the Organiser;
- 9.1.4. the Exhibitor becomes insolvent, enters into liquidation or bankruptcy, or passes a resolution for its winding up, has a receiver or administrator appointed over the whole or any part of its assets, makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of its debt;

9.1.5. the Exhibitor ceases, or threatens to cease, carrying on business; or

9.1.6. at any time during preparation for the Event or during the Event, the Exhibitor acts in violation of any Federal law of the United Arab Emirates or the laws of Dubai, and in such event, the license granted over the Allocated Space to the Exhibitor will cease immediately and the Fee shall be forfeited to the Organiser as liquidated damages (and not a penalty).

9.2. The Organiser is entitled to cancel or revoke acceptance of the Exhibitor Contract and/or remove or exclude the Exhibitor or any of the Exhibitor's things at any time from the Venue in the event that the Organiser, in its reasonable opinion, considers the removal or exclusion to be in the interests of the Event. In such event, the license granted over the Allocated Space to the Exhibitor will cease immediately and the Fee shall be forfeited to the Organiser as liquidated damages (and not a penalty). Unless such termination or cease of license is for a reason which is not attributable to the direct fault or negligence by the exhibitor to the rules of the event or committing any violation to the terms of this contract, in such case, the exhibitor shall be entitled to receive back the Fee or any paid amounts.

10. Force Majeure

The Organiser shall not be liable for any failure or delay in the performance of any of its obligations hereunder or for the loss or damage of whatsoever nature resulting from factors over which it has no control including without limitation any act of God, epidemic, pandemic, act of civil or military authority or governmental or regulatory act/decreed, change in law, death of member of the ruling family of any Emirate of the United Arab Emirates, earthquake, fire, storm, tempest, flood, terrorist act, war, civil or military disturbance, sabotage, riot, accident, labour dispute, strike, industrial action, loss or malfunction of any utility, computers (hardware or software) or communication in any medium or format howsoever occurring outside the Organiser's control (each a "Force Majeure Event") In the case of a Force Majeure event, the Organiser may at its discretion: (a) immediately terminate the Exhibitor Contract and refund to the Exhibitor any payment which may be due and payable by the Organiser to the Exhibitor or (b) postpone the dates of the Event to dates which are within a period of six months, in which case any payment made by the Exhibitor shall be retained by the Organiser and transferred to the new dates of the Event without incremental cost to the Exhibitor."

11. Amendments and Waivers

11.1. Any term of these Terms may be amended or waived at any time by the Organiser in their reasonable discretion. Provided that such changes are communicated to the exhibitor by a prior written notice of at least 2 week.

11.2. Amendments to the Terms shall be made in writing and shall be valid and binding when provided by the Organiser. Any such amendment will be binding on all parties. Provided that such changes are communicated to the exhibitor by a prior written notice of at least 1 week.

11.3. Any waiver of these Terms shall only be valid if provided by the Organiser in writing. Any such waiver will be binding on all parties.

11.4. No failure or delay in exercising any right, remedy, power or privilege under these Terms by the Organiser will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise.

11.5. The rights and remedies provided in these Terms are cumulative and not exclusive of any rights or remedies provided by law.

12. Partial Invalidity

If, at any time, any term of these Terms is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

13. Notices

13.1. Any communication to be made under the Terms shall be made in writing and, unless otherwise stated, may be made by electronic mail, fax or letter.

13.2. Any communication made between the Exhibitor and the Organiser by way of:

13.2.1. fax, shall be considered delivered and effective when received in legible form;

13.2.2. electronic mail, shall be considered delivered and effective only when actually received in readable form;

13.3. Any notice or communication made in connection with these Terms must be made in English.

14. Entire Agreement

These Terms constitute the entire agreement between the Organiser and the Exhibitor and supersedes any prior agreement, understanding or arrangement between the parties (whether oral or in writing). No representation, undertaking or promise including, without limitation, relating to location of the Allocated Space, the Stand, visitor or exhibitor attendance figures or otherwise, shall be taken to have been given or to be implied from anything said or written in communications between the parties prior to the execution of these Terms, except as set out herein.

15. Third Parties

Subject to the definition of "Organiser" pursuant to which it is intended to confer a benefit on the named third parties, nothing in these Terms shall confer on any third party any benefit or right to enforce any of the Terms whether pursuant to any statute or otherwise.

15. Governing law and Jurisdiction

These Terms are governed by the laws of the Dubai International Financial Centre ("DIFC"). In the event of a dispute, the Exhibitor and the Organiser agree to submit to the exclusive jurisdiction of the DIFC Courts.

The Exhibitor agrees to Downtown Design's Terms and acknowledge that they are legally binding on the Exhibitor and that the undersigned is the authorized signatory of the Exhibitor.

Name of Exhibitor:

Signed by:

Date & Place

Stamp & Signature: