

General Rules

Once submitted to Opulence, a Booking Form is irrevocable by the Client. Opulence reserves the right to reject any Booking Form. A binding contract shall only come into effect when written confirmation (whether by email or otherwise) of acceptance is sent by Opulence to Client (whether or not it is received).

•Fees

.1. Client shall pay the Fees in cleared funds in accordance with the payment terms stated in the Contract. Opulence shall have no liability whatsoever if Client pays the Fees (or any proportion thereof) into any bank account other than the bank account specifically designated by Opulence to Client for payment. In particular, Opulence shall not be responsible for any losses suffered by Client due to third party fraud or missed mean our, including, without limitation, false change of bank account communications, identity theft and other scams. Payment of the Fees into Opulence designated bank account only shall satisfy Client's payment obligations under this Contract. To the extent that Client receives any communication notifying Client of a change in Opulence designated bank account, Client is required to verify the authenticity of the same directly with Opulence. Without prejudice to any other right or remedy it may have, if Opulence does not receive the Fees into Opulence designated bank account in cleared funds by the due date for Payment, Opulence shall be entitled to:

(I) refuse Client, its employees and other representative's entry to the Exhibition, and/or (ii) refuse to provide any element of the Package.

.2. It is the intent of the parties that Opulence will receive the Fees net of all applicable taxes, including, without limitation, sales, VAT, service or withholding taxes (Taxes), all of which shall be paid solely by Client. If and to the extent that any Taxes are levied upon, or found to be applicable to the whole or any portion of the Fees, the amount of the Fees shall be increased by an amount necessary to compensate for the Taxes (including, without limitation, any amount necessary to "gross up" for Taxes levied on the increase itself).

Client's general obligations

.1. Client shall comply with (I) all laws (including, without limitation, all laws relating to anti-bribery and corruption or trade sanctions), (ii) any instructions issued by Opulence or the Owners (including, without limitation, in relation to health and safety or security requirements), and (iii) the provisions Of the Manual (if any), including, without limitation, any rules, regulations and operational requirements stated therein.

.2. Client warrants that: (I) it has the right, title and authority to enter into this Contract and perform its obligations hereunder, and (ii) the person signing this Contract on behalf of Client has there requested authority to do so.

.3. Client, its employees and other representatives must not: (I) act in any manner which causes offence, annoyance or inconvenience to Opulence, the Owner or any other Exhibition attendees, (ii) do anything which might adversely affect the reputation of Opulence, the Owners or the Exhibition, and/or (iii) cause or permit any damage to the Venue or any part thereof or to anixtures or fittings which are not the property of Client.

.4. Client is solely responsible for obtaining any licenses or other necessary consents required for Client to participate in the Exhibition, including, without limitation, any licenses or other necessary consents required for the playing of music or any other audio or visual material by Client.

.5. Client consents to its details (including, without limitation, its name, logo or any other information) being: (I) published in the Exhibition show guide and any other Exhibition promotional materials and (ii) displayed on the website. Although Opulence shall take reasonable care in any such publication/display, it shall not be liable for any errors, omissions or misquotations that may occur. Client further consents, and shall procure that its employees and other representative's consent, to the personal data (e.g. contact details) of its employees and other representatives being

shared with the Owner and Opulence official or recommended contractors.

.6. All unauthorized filming, sound recording and photography of the Exhibition and transmission of audio or visual material is expressly prohibited. Client consents to: (I) the filming, sound recording and photography of the Exhibition, which may include Client's employees and other representatives, and (ii) the use by Opulence of any such film, sound recording or photography anywhere in the world for promotional and other purposes.

.7. Making groups with other exhibitors/ designers to create bad atmosphere during the event is strictly profited by law and may result in strict action.

•Specific terms relating to Space for exhibition

.1. Opulence reserves the right at any time to make such alterations in the floor plan of the Exhibition in the specification of the Space as Opulence in its absolute opinion considers to be in the best interests of the Exhibition, including, without limitation, altering the size, shape or position of the Space and/or the exhibition stand therein. If the size of the Space is reduced, Client will receive pro-rata refund of the Fees payable in respect of the Space.

.2. Opulence permits Client to use the Space for the purpose of displaying exhibits at the Exhibition. Such use shall not constitute a tenancy and Client shall have no other rights to or interest in the Space. Client is only permitted to conduct business from the Space and shall not canvass or solicit for business in any other area of the Venue.

.3. Client undertakes: (I) to occupy the Space in time for the opening of the Exhibition, (ii) at all times during the Exhibition to ensure that its exhibition stand is staffed by competent personnel and is clean, tidy and well presented (failing which, Opulence reserves the right without liability to arrange for this to be done at Client's risk and expense), and (iii) not to close its exhibition stand prior to the closing of the Exhibition.

.4. Client shall not permit the display of any exhibits that do not exclusively relate to Client's own commercial activities. Opulence reserves the right without liability to remove any exhibit which It considers in its reasonable opinion contravenes any law, infringes the Intellectual Property Rights of any third party, is likely to cause offence or which otherwise does not comply with these Conditions.

.5. Opulence will be responsible for setting-up a shell scheme for Client's exhibition stand in the Space only where it has expressly agreed to do so in the Booking Form. Client is solely responsible for all aspects of dressing and branding the space.

.6. Unless the provisions of Condition 5.5 apply, Client is solely responsible for all aspect of the set-up of the Space, including, without limitation, the shell scheme and exhibition stand construction, branding and dressing.

.7. Client may not share the Exhibition Space with any third party without the prior written consent of Opulence. If and to the extent that Client is permitted to share the Space, Client shall remain responsible for the Space in its entirety and shall be liable for any breach of the terms of this Contract by any party with whom the Space is shared.

.8. If Client is in breach of this Contract or is otherwise engaged in any activity that might jeopardize the safety of the Exhibition or any attendees, Opulence has the right to cancel the participation of the client

Specific terms relating to Sponsorship

.1. Client shall: (I) provide Opulence with all Materials within any deadlines specified by Opulence, and (ii) comply with Opulence specifications in relation to all Materials. If Client does not, Opulence reserves the right to refuse to print or otherwise use any or all of the Materials (but all Fees in respect of the Sponsorship shall remain due and payable in full)...2. Client shall ensure that all Materials: (I) am accurate and complete and do not contain any

information which may cause offence or be defamatory, and (ii) do not infringe the Intellectual Property Rights of any third party.

.4. If Client is in breach of this Contract Opulence reserves the right without liability to refuse to use any Materials or provide any element of the Sponsorship.

. Visitor, delegate and Client's personnel/sub-contractor passes Where visitor passes and/or delegate passes are issued as part of the Package, they are issued subject to Opulence terms and conditions applicable to visitors and/or delegates (as applicable) enforce from time to time. Client will be supplied with passes for its personnel and sub-contractors (as applicable) who are working at the Exhibition and such passes must be produced by such personnel/sub-contractors on request at the Exhibition. Opulence may refuse entry to any person without a valid pass. Passes are only valid in the name of the person to whom they are issued.

• Limitation of rights granted Client's rights in relation to the Exhibition are strictly limited to those set out in the Package. Client shall be permitted to advertise in a proportionate manner on its own website the fact of its attendance and participation in the Exhibition, including, without limitation, by providing a web link to the website, provided that Opulence may request at any time and for any reason that Client removes any such advertising and Client shall be required to comply with any such request promptly. Client is not permitted to:

(J) exploit any rights of a commercial nature in connection with the Exhibition; (ii) establishes a website relating to the Exhibition; or (iii) otherwise promote or advertise its association with the Exhibition or Opulence, except as expressly stated herein or with the prior written consent to Opulence. Nothing in this Contract shall be construed as granting to Client any right, permission or license to use or exploit the Intellectual Property Rights of any member of Opulence.

Changes to the Exhibition

Opulence reserves the right without liability at any time and for any reason to make reasonable changes to the format, content, venue and timings of the Exhibition. If any such changes are made, this Contract will continue to be binding on both parties, provided that the Package shall be amended as Opulence considers necessary to take account of the changes. Cancellation and changing the date of the Exhibition.

(ii) Is required by any applicable law or instructed by any financial institution to cease trading (a) with certain individuals and/or entities, and/or (b) in certain geographical locations. In the event that Opulence terminates this Contract pursuant to this Condition

.3. Upon any termination of this Contract, without prejudice to any other right or remedy it may have, Opulence reserves the right without liability to close Client's exhibition stand, remove Client's employees and other representatives from the Exhibition, cover over any Materials, remove and dispatch any exhibits or other property of Client to Client's address (at Client's risk and expense). Opulence shall be free to re-sell any aspects of the Package as it shall think fit.

OPULENCE SPONSORSHIP AND EXHIBITION TERMS AND CONDITIONS

1. Opulence reserves the right to cancel or change the date of the Exhibition at any time and for any reason (including, without limitation, if a Force Majeure Event occurs which Opulence considers makes it impossible, inadvisable or impracticable for the Exhibition to be held).

.2. In the event that the date of the Exhibition is changed or where the Exhibition is cancelled for the current year but is reasonably expected by Opulence to be held in the following year, this Contract will continue in full force and effect and the obligations of the parties shall be deemed to apply to The Exhibition on the new date (or the Exhibition in the following year, as the case may be) in the same way that they would have applied to the originally scheduled Exhibition. For the avoidance of doubt, nothing in this Condition shall excuse Client from the payment of the Fees in accordance with the payment terms stated in the Booking Form. The application for the Package is irrevocable by Client and Client has no rights to cancel this Contract. Save as expressly set out in these Conditions, no refunds will be given and the Fee shall remain due and payable in full.

Termination

.1. Opulence may terminate this Contract without liability immediately at any time by written notice to Client if Client: (I) has committed a material breach of any of its obligations under this Contract or any other agreement between any member of Opulence and Client and has not remedied such breach (if the same is capable of remedy) within 14 days of receiving written notice of the breach (or such lesser period as would be required for the breach to be remedied in sufficient time prior to the Exhibition); or (ii) goes into liquidation, is declared insolvent, ceases to carry on business or suffers any analogous event in any jurisdiction. Without prejudice to any other right or remedy it may have, in the event that Opulence terminates this Contract Opulence shall not be required to refund any Fees received from Client and Opulence shall be entitled to submit an invoice in respect of the balance (or the whole as the case may be) of the Fees which will become immediately due and payable.

.2. Opulence may terminate this Contract without liability immediately at any time by written notice to Client If Opulence: (I) determines in its absolute discretion that the provision of the Package to Clients not (a) in the best interests of the Exhibition, and/or (b) in Opulence legitimate commercial interests, and/or

Liability and indemnity

.1. Opulence does not make any warranty as to the Exhibition or Package in general, including, without limitation, in relation to: (I) the presence, absence or location of any other exhibitor, sponsor or Exhibition attendee; or (ii) the benefit or outcome (commercial or otherwise) that Client may achieve as a result of participating in the Exhibition. Except as set out in these Conditions, to the fullest extent permitted by law, Opulence excludes all conditions, terms, representations and warranties relating to the Exhibition and the Package that are not expressly stated herein.

.2. Opulence shall not be liable to Client for any loss or damage suffered or incurred by Client in connection with the provision of any goods or services supplied by third parties in relation to the Exhibition and/or the Package, including, without limitation, the provision of utilities, freight shipment, transportation/delivery of materials and services supplied by third party contractors or the Owners. Client acknowledges that services provided to Client by Opulence official or recommended contractors are the subject of a separate agreement between Client and there event contractor(s).

.3. Opulence shall not be liable to Client for any (a) indirect or consequential loss, loss of profits, loss of business, loss of opportunity, loss of goodwill or another type of economic loss, or (b) loss (or theft) of or damage to the person, property and effects of Client, its employees or other representatives, and (ii) Opulence maximum aggregate liability

General

.1. Opulence reserves the right to refuse any person entry to the Exhibition or to remove any person from the Exhibition at any time.

.2. From time to time, Opulence, the Owner and their respective employees, other representatives or sub-contractors may enter the Venue to carry out works, repairs or alterations or for any other purposes which they deem necessary (Works). Opulence (and its employees, other representatives and sub-contractors) shall not be liable for any damage, loss or inconvenience suffered or incurred by Client, its employees or other representatives by reason of any matter relating to the Works.

.3. Without prejudice Opulence 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 if such delayer failure results from a Force Majeure Event. For the avoidance of doubt, nothing in this contract shall excuse Client from the payment of the Fees under this Contract.

.4. Nothing in this Contract shall create a partnership, joint venture or agency relationship between the parties.

.5. If and to the extent that there is any conflict between these Conditions and the Booking Form, the terms of the Booking Form shall prevail.

.6. Each party acknowledges that this Contract constitutes the entire agreement between the party's relation to the Exhibition and that it does not rely upon any statement, representation, assurance or warranty that is not set out in this Contract. No variation of this Contract shall be effective unless it is made in writing and signed by both parties.

.7. Client may not assign or sub-contract any of its rights or obligations under this Contract without the prior written consent of Opulence. A person who is not a party to this Contract shall not have any rights under or in connection with it. Opulence shall be entitled to assign any and all of its right under this Contract to any member of Opulence and the consent of Client shall not be required.

.8. No failure by either party in exercising any right, power or remedy shall operate as a waiver of the same.

.9. If any provision of this Contract is or becomes invalid, illegal or unenforceable, 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 contract shall not affect the validity and enforceability of the rest of this Contract...

.10. This Contract shall be governed by the laws of Dubai and such federal laws of the UAE as are applicable in Dubai. Any dispute arising out of or in connection with this Contract shall be referred to and finally resolved by arbitration.

