EXPO CITY DUBAI

Terms and Conditions

1. PREAMBLE

These general terms and conditions ("**T&Cs**") along with the Purchase Order and, in each case, any attachments and appendices thereto constitute the agreement (the "**Agreement**"). The Agreement constitutes the entire agreement between the parties and supersedes any previous understanding with respect to the subject matter of this Agreement. In the event of any inconsistencies among the documents comprising this Agreement, the Purchase Order shall take priority over the T&C's. Any attachments or appendices shall be read in the same order of priority as the document to which they are attached.

2. PROVISION OF SERVICES

2.1 Expo City Dubai (the "**Client**") shall address the Purchase Order to the company (the "**Company**"), which shall perform the Services, to the Client's reasonable satisfaction, as specified in the Purchase Order or elsewhere in the T&Cs (the "**Services**") within the date agreed in the Purchase Order (the "**Services Completion Date**").

2.2 The Company assumes full, sole and exclusive responsibility for the acts and omissions of persons, including its sub-contractors, engaged by the Company in the performance of its obligations under this Agreement.

3. PRICE AND PAYMENT

3.1 In consideration for the performance of the Services, the Client shall pay the Price, as set out in the Purchase Order (the "**Price**") in accordance with this Agreement. All payments hereunder shall be made in United Arab Emirates (the "**UAE**") Dirhams unless otherwise stated in the Purchase Order, and are inclusive of all taxes, expenses and disbursements incurred by the Company in performance of its obligations under the Agreement.

3.2 If the Client has a bona fide dispute in relation to any invoice, it shall pay the undisputed amount in accordance with the payment terms set out in the Purchase Order and then the balance (if any) after agreement with the Company or after dispute resolution proceedings have been finalized, whichever occurs first.

4. VARIATIONS AND EXTENSIONS OF TIME

The Client may, upon reasonable notice to the Company, increase, decrease, modify or revise, by written variation order signed by the Client, its order in any respect under this Agreement including the scope of services and the Services Completion Date and any other requirements for the performance of the Services hereunder. Variations shall be at the rates indicated in the tender phase; or any other terms that are, in the Client's

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opinion, reasonable, in which case, the Company shall keep sufficient records of hours of labour, the Company's equipment, and any of the materials used in performance of the Services under the variation order.

5. INSURANCE

The Company shall, if requested by the Client, obtain, and produce evidence of the currency of its professional indemnity insurance, workers' compensation, public liability and materials and plant, equipment and materials insurance and any other document reasonably requested by the Client and such policies must be to the reasonable satisfaction of the Client.

6. INTELLECTUAL PROPERTY

Each party to this Agreement will at all times be and remain the sole and exclusive owner of its own intellectual property. The Company hereby grants to the Client, free from all third-party rights an irrevocable, royalty free, non-exclusive, perpetual, worldwide license, with the right to sublicense, to fully use, copy and otherwise exploit the final product of the Services and all intellectual property rights incorporated therein.

7. WARRANTIES

The Company warrants that the Services comply with and conform in all respects with this Agreement, all applicable laws, codes and standards, and the additional performance requirements and any other requirements, including the Client's policies, as advised by the Client to the Company.

8. INDEMNITY

The Company indemnifies and hold the Client and its employees and agents harmless against any liability, claim, loss, damage or expense arising by reason of the Company and/or its sub-contractors' performance of the Services under the Agreement (including but not limited to damage to the Client's property and any claim by a third party against the Client including for infringement of that third party's intellectual property rights relating to the provision of the Services) and for any liability, claim, loss, damage or expense arising out of negligence or a breach of this Agreement by the Company and/or its sub-contractors.

9. REMEDIES

Without prejudice to the Client's rights and remedies at law and this Agreement, if any of the Services are not provided strictly in accordance with this Agreement, and the Company fails to remedy such breach within five (5) days or such other period of time specified in this Agreement, after notice from the Client of such failure, the Client may carry out at the Company's expense any work necessary to make the Services comply with this Agreement or terminate this Agreement and claim damages for any breach by the Company of this Agreement or arising from termination of this Agreement by the Client for the Company's breach.

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Notwithstanding any other rights and remedies arising or which might arise as a result of such termination.

10. SUSPENSION AND TERMINATION

10.1 The Client shall have the right to suspend the performance of this Agreement in whole or in part at any time. Upon receipt of such notice, the Company shall immediately suspend the performance of this Agreement. The Client shall reimburse the Company its fair and reasonable costs incurred during the suspension period provided that such suspension is not necessary by reason of the act or omission of the Company or its sub-contractors.

10.2 Notwithstanding Clause 4 of this Agreement, the Client may cancel the Purchase Order at any time, prior to the performance of Services. In this event, the Client shall not be responsible for paying the Price of the Services.

10.3 The Client may terminate this Agreement in whole or in part for convenience at any time but if it does so it shall pay the Company pro rata for the Services delivered by the Company and accepted by the Client up to the date of termination in accordance with the Agreement.

10.4 The Client may by notice in writing terminate this Agreement in whole or in part for the Company's material breach of this Agreement, or upon the Company's insolvency.

10.5 Payment of the amounts provided in Clause 10 shall be the Company's sole remedy and compensation as a result of termination of the Agreement by the Client in accordance therewith.

11 CONFIDENTIALITY

The Company, its employees, agents and sub-contractors shall treat all material and information relating to this Agreement as confidential information and shall not disclose such confidential information to any third party without the Client's prior written permission.

12 DISPUTES

Any dispute arising out of or in connection with this Agreement and the matters contemplated herein shall be settled amicably between the Parties. In the event that a dispute cannot be settled amicably within thirty (30) days by the Parties, both Parties irrevocably agree that such dispute shall be finally settled by Dubai courts.

13 GOVERNING LAW

13.1 This Agreement shall be governed by and construed in accordance with the laws of the Emirate of Dubai and federal laws of the UAE as applied in the Emirate of Dubai.

13.2 The Company shall in the performance of its obligations comply with and ensure that its personnel comply with all laws, orders, statutes, by-laws, regulations and other provisions having the force of law in the Emirate of Dubai and the UAE.

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14 GENERAL

14.1 Any notice or other communication given under this Agreement shall be in writing and may be delivered by courier or to the Company's email address. Such notice shall be deemed received at the time and date of delivery if delivered by hand or on the date and at the time indicated in the electronic if sent by email.

14.2 If any part or provision of this Agreement is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that part or provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other parts and provisions of this Agreement shall not be affected.

14.3 The Company shall not assign, transfer or charge all or any of its rights or obligations under this Agreement, nor subcontract the whole or part of its obligations under this Agreement without the prior written consent of the Client. Notwithstanding the above, the Client shall assign, transfer or charge these Terms and Conditions and any of its rights or obligations under this Agreement to any third party at its absolute discretion and without the prior written consent of the Company. The Client will inform the Company of such in a timely manner.

14.4 All provisions of this Agreement which by their nature (including Clauses 8 and 11) are intended to survive the expiry and termination of this Agreement.

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