



TERMS AND CONDITIONS – FOR THE PROVISION OF SERVICES

1 PREAMBLE

- 1.1 These terms and conditions (the "**Terms**") along with the purchase order (the "**Purchase Order**") and, if applicable, the framework, service or other agreement under which the Purchase Order is issued (the "**Contract**") and, in each case, any attachments and appendices thereto, constitute the agreement (together the "**Agreement**").
- 1.2 The Agreement constitutes the entire agreement between the Client and the Vendor (defined below) (each a "**Party**" and together the "**Parties**") and supersedes any previous understanding relating to the subject matter of the Agreement.
- 1.3 In the event of any inconsistencies among the documents comprising the Agreement, then:
- (a) the Contract shall take priority over the Purchase Order;
 - (b) the Purchase Order shall take priority over the Terms; and
 - (c) any attachments or appendices shall be read in the same order of priority as the document to which they are attached.
- 1.4 Reference to a "Clause" is to a clause in these Terms.

2 PROVISION OF SERVICES

- 2.1 Expo City Dubai FZCO or its affiliate (the "**Client**") shall address the Purchase Order to the vendor as detailed in the Purchase Order (the "**Vendor**").
- 2.2 The Vendor shall:
- (a) perform the services as specified in the Purchase Order (the "**Services**"), to the Client's satisfaction, by the date for completion agreed in the Purchase Order (the "**Delivery Date**"); and
 - (b) the Vendor assumes full and exclusive responsibility for the acts and omissions of persons, including its sub-contractors, engaged by the Vendor in the performance of its obligations under the Agreement.
- 2.3 Where performance of the Services includes the delivery of information technology and/or software (the "**IT System**") the Vendor shall comply with and implement all cyber security instructions, guidelines, policies and procedures issued by the Client and in force during the provision of the Services, including (without limitation):
- (a) all undertakings and commitments made by the Vendor in their responses to requests from the Client, whether made prior to or during provision of the Services; and
 - (b) all cyber security integrations requested by the Client, including without limitation, integration with Client's security information and event management, single sign on or audit logging solutions, such integrations to be fully implemented, tested and operational on or before the date on which the IT System is made available to end users for productive use (the "**Go Live Date**").

- 2.4 The Vendor shall provide the Client with all required evidence, reports and documentation confirming that it has met the requirements defined in Clause 2.3, both immediately before and immediately after the Go Live Date.
- 2.5 The Vendor acknowledges that failure to comply with the provisions of Clauses 2.3 and 2.4 shall be a material breach of these Terms and may result in financial penalties or legal action against the Vendor.

3 PRICE AND PAYMENT

- 3.1 In consideration for the provision of the Services by the Vendor, the Client shall pay the total value (being the net value plus VAT as per Federal Decree-Law No. (8) of 2017 on Value Added Tax (the "**UAE VAT Law**") set out in the Purchase Order (the "**Price**") in accordance with the Purchase Order.
- 3.2 The Price shall be paid in United Arab Emirates (the "**UAE**") Dirhams unless otherwise stated in the Purchase Order, and the Price is inclusive of all taxes, expenses and disbursements incurred by the Vendor in performance of its obligations under the Agreement.
- 3.3 As part of the registration of the Vendor with the Client, the Vendor shall provide the VAT registration certificate of the Vendor to the Client. The Price shall be paid by the Client only upon receipt of invoices issued in compliance with the UAT VAT Law.
- 3.4 If the Client has a bona fide dispute in relation to any invoice, the Client shall pay only 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 Vendor or after dispute resolution proceedings have been finalized, whichever occurs first.

4 VARIATIONS AND EXTENSIONS OF TIME

- 4.1 The Client may, by providing reasonable notice and a written variation order signed by the Client and served upon the Vendor, increase, decrease, modify or revise the scope of Services, Delivery Date or any other requirements for the provision of Services (a "**Variation Order**").
- 4.2 The Variation Order shall set out the date on which the Vendor shall implement the increased, decreased, modified or revised Services.
- 4.3 Variations shall be payable at the same rates as set out in the Purchase Order and provided in accordance with the terms of the Agreement.

5 QUALITY AND WARRANTIES

The Vendor warrants that the Services shall comply with and conform in all respects with the Agreement, all applicable laws, codes and standards, and any additional specific requirements of the Services, as advised by the Client to the Vendor.



6 REMEDIES

Without prejudice to the Client's other rights and remedies under the Agreement and at law, if any of the Services are not provided strictly in accordance with the Agreement and the Vendor fails to remedy such breach within five (5) days, or such other period of time specified by the Client, after notice from the Client of such failure, then the Client shall have the right to:

- (a) carry out any work required for the Services to comply with the terms of the Agreement;
or
- (b) terminate the Agreement,
and in each case the Vendor shall immediately reimburse the Client for all costs incurred due to the breach by the Vendor of the Agreement.

7 SUSPENSION

- 7.1 The Client shall have the right to suspend the provision of the Services, in whole or in part, at any time by notifying the Vendor in writing.
- 7.2 Upon receipt of such notice, the Vendor shall immediately suspend the provision of the Services.
- 7.3 The Client shall reimburse the Vendor its costs incurred up to the date of such suspension, provided that such suspension was not as a result of any breach of the Agreement by the Vendor.
- 7.4 The Vendor shall only restart the provision of the Services upon further written notice from the Client confirming that the suspension has ended.

8 TERMINATION

- 8.1 Notwithstanding Clause 7, the Client may terminate the Agreement at any time, prior to the provision of the Services. In this event, the Client shall not be responsible for paying the Price.
- 8.2 The Client may terminate the Agreement for convenience and at any time by giving not less than thirty (30) days written notice to the Vendor. Upon such termination, the Client shall pay the Vendor, on a pro-rata basis, for the Services provided by the Vendor up to the date of termination.
- 8.3 The Purchase Order may be terminated at any time and with immediate effect by the Client by written notice to the Vendor if:
 - (a) the Vendor commits a material breach of the Agreement, and such breach is not remediable or, if capable of remedy, it is not remedied within five (5) days of receiving written notice to do so;
 - (b) the Vendor commits a series of breaches which together may reasonably be considered to constitute a material breach of the Agreement; or
 - (c) the Vendor suspends payment of its debts, or is unable to pay its debts as they fall due; or the Vendor passes a resolution for winding-up or for the appointment of an administrator, or a liquidator or administrator is appointed in relation to the Vendor, or a winding-up order is made in relation to the Vendor; or a receiver or administrative receiver is appointed in relation to the Vendor or any of its assets).



- 8.4 Payment of the amounts provided in this Clause 8 shall be the Vendor's sole remedy and compensation as a result of termination of the Agreement by the Client.

9 INSURANCE

The Vendor shall obtain at its own cost and, if requested by the Client, produce evidence of:

- (a) professional indemnity insurance;
- (b) workers' compensation as prescribed under Federal Law number 8 of 1980 (UAE Regulations of Labour Relations) up to a limit of AED 1,000,000 for any one occurrence and in the aggregate;
- (c) public liability insurance for accidental bodily injury or illness to third parties (whether fatal or not) and accidental loss of or damage to property belonging to third parties and with a waiver of subrogation clause;
- (d) property insurance for material damage up to the "as new" replacement value of the Vendor's own property for unforeseen and sudden physical loss or damage; and
- (e) any other insurance reasonably requested by the Client and such policies must be to the reasonable satisfaction of the Client.

10 INTELLECTUAL PROPERTY

Each Party remains the sole and exclusive owner of its own intellectual property. The Vendor 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.

11 DATA PROTECTION

- 11.1 The Vendor shall comply with UAE Federal Decree-Law No. 45 of 2021 on the Protection of Personal Data (the "UAE PDPL") and all other applicable data protection and privacy laws and regulations.
- 11.2 Depending on the nature of the processing activity, the Vendor may act either as a Data Processor or as an independent Data Controller (as each term is defined in the UAE PDPL). In either capacity, the Vendor agrees to:
- (a) process all personal data in accordance with principles of lawfulness, fairness, and transparency;
 - (b) when functioning as a data processor, process personal data only on the written instructions of the Client;
 - (c) when functioning as an independent data controller, determine its own lawful basis for processing and ensure compliance with all applicable obligations;
 - (d) implement and maintain appropriate technical and organizational measures to protect Personal Data (as that term is defined in the UAE PDPL) against unauthorized or unlawful processing, accidental loss, destruction, or damage;
 - (e) ensure that all personnel and subcontractors with access to personal data are bound by confidentiality obligations;
 - (f) ensure that any transfer of Personal Data outside the UAE is carried out in compliance with applicable data protection and privacy requirements;



- (g) notify the Client without undue delay, and in any case within forty-eight (48) hours, of any actual or suspected Personal Data breach that may affect the Client or its data subjects;
- (h) following the provision of the Services or termination of the Purchase Order, securely delete or return all Personal Data processed on behalf of the Client, unless retention is required by law; and
- (i) where the provision of the Services involves the processing or exchange of personal data, the Parties shall, based on the nature and purpose of such activity, execute a data processing agreement or a data sharing agreement, as appropriate, in addition to complying with the standard data protection obligations set forth herein.

12 CONFIDENTIALITY

The Vendor, its employees, agents and sub-contractors shall treat all material and information relating to the Agreement as confidential information and shall not disclose such confidential information to any third party without the prior written consent of the Client. This Clause 12 shall continue for a period of five (5) years from the date of the Purchase Order and, if applicable, survive termination of the Agreement.

13 INDEMNITY

The Vendor indemnifies and holds the Client and its employees and agents harmless against any liability, claim, loss, damage or expense arising by reason of the Vendor's and/or its sub-contractors' provision of the Services and for any liability, claim, loss, damage or expense arising out of any negligence or breach of the Agreement by the Vendor and/or its sub-contractors.

14 DISPUTES

- 14.1 Any dispute between the Parties arising out of or in connection with the Agreement, including the formation, performance, interpretation, nullification, termination or invalidation of the Agreement or arising therefrom or related thereto in any manner whatsoever, shall be resolved by the procedures specified in this Clause 14.
- 14.2 Upon written notice of a dispute from any Party to the other Party, the Parties shall endeavour to promptly resolve the dispute, amicably by negotiation, within thirty (30) days of the Party receiving a notice from the other Party under this Clause 14.2.
- 14.3 If the dispute has not been resolved by negotiation in accordance with Clause 14.2 within thirty (30) days following written notice of a dispute, or within such further period as the Parties may agree in writing, the dispute shall be finally settled by Courts of Dubai which shall have exclusive jurisdiction to settle any dispute arising out of the Agreement.



15 AUDIT

- 15.1 Pursuant to Law No. (4) of 2018 Establishing the Financial Audit Authority (as amended by Law No. (24) of 2024), the Client (and/or its agents or representatives) shall have the right, free of charge, to access and audit the Vendor's premises, systems, personnel or any records or books of accounts (and those of any of the Vendor's permitted assigns), at any point prior to the Delivery Date and for a period of seven (7) years thereafter (or such longer period prescribed by applicable law), as may reasonably be required to:
- (a) fulfil any legally enforceable request by any Relevant Authority;
 - (b) verify the accuracy of any amounts paid under this Agreement and investigate any suspected fraud;
 - (c) review the integrity, confidentiality and security of any data relating to the performance of this Agreement; and
 - (d) review the Vendor's compliance with and/or performance under the terms of this Agreement.
- 15.2 The Client shall ensure that the conduct of each audit does not unreasonably disrupt the Vendor or any of its obligations under this Agreement.
- 15.3 The Client shall, at its sole discretion, have the right to share any report issued following an audit with any Relevant Authority or other third party.
- 15.4 The Vendor shall, within a reasonable timeframe following such demand, provide the Client and/or any Relevant Authority (and/or their agents or representatives) with all reasonable assistance required for each audit.
- 15.5 The Client shall endeavour to (but is not obliged to) provide reasonable notice of its intention or, where possible, any Relevant Authority's intention, to conduct an audit.
- 15.6 Each Party shall be responsible for its own costs and expenses incurred in respect of any audits undertaken under the terms of this Agreement.
- 15.7 In this Clause 15, "**Relevant Authority**" shall mean any local, regional, territorial, free zone, municipal government, ministry, governmental department, commission, board, agency, instrumentality, executive, utility provider, judicial or administrative body, having jurisdiction over Expo City Dubai, including (but not limited to) Expo City Dubai Authority, the Dubai Land Department, Dubai Real Estate Registration Authority, Dubai Municipality, the Dubai Electricity and Water Authority and Dubai Roads and Transport Authority and the Financial Audit Authority.

16 GENERAL

- 16.1 Any notice or other communication given under the Agreement shall be in writing and may be delivered by courier or to the Client's or Vendor's email address as set out in the Purchase Order. 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.
- 16.2 If any part or provision of the 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 the Agreement, and the validity and enforceability of the other parts and provisions of the Agreement shall not be affected.



- 16.3 The Vendor shall not assign, transfer or charge all or any of its rights or obligations under the Agreement, nor subcontract the whole or part of its obligations under the Agreement without the prior written consent of the Client.
- 16.4 The Client shall be entitled to assign, transfer or charge any of its rights and obligations under the Agreement to any third party at its absolute discretion and without the prior written consent of the Vendor. The Client will inform the Vendor of such assignment or transfer in a timely manner.
- 16.5 Clauses 10, 11, 12, 13, 14, 15, 16 and 17 shall survive the expiry or earlier termination of the Agreement.

17 GOVERNING LAW

- 17.1 The 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.
- 17.2 The Vendor 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.

