

General Terms and Conditions of Purchase (as of 01 / 2024)

The relationship between Messe Frankfurt Middle East GmbH (Dubai Branch), a branch office that has been licensed by the Dubai Economy and Tourism with license number 535526 and which has its registered address at Office 201, Al Tayer Building, Sheikh Zayed Road, P.O. Box 26761, Dubai, United Arab Emirates ("MFME") and the Service Provider (as defined below) in relation to the Service Provider's provision of the Services (as defined below) shall be governed by the Agreement (as defined below).

1. DEFINITIONS AND INTERPRETATION

1.1 In the Agreement:

"Agreement" means together, the Purchase Order and the Terms and Conditions.

"Bank Account" means the Service Provider's bank account, details of which the Service Provider will notify MFME of in writing.

"Business Day" means a day other than a day which is a Saturday, Sunday or public holiday in the United Arab Emirates;

"Consultants" has the meaning ascribed to it in clause 2.1.2;

"Effective Date" means the date on which the last of the parties to this Agreement has signed this Agreement;

"Fee" has the meaning ascribed to it in clause 3.1;

"Force Majeure" includes acts of God, including earthquake, explosion, flood, lightening, fire; epidemic, pandemic or accident; war, hostilities or acts of foreign enemies; royal demise; rebellion, revolution, insurrection, terrorist acts or civil war; riot, civil commotion or disorder; or any other cause or circumstance beyond the control of a party;

"Insolvency Event" in relation to a party means any of the following events:

- (a) a meeting of creditors of that party being held or an arrangement or composition with or for the benefit of its creditors being proposed by or in relation to that party;
- (b) a chargeholder, receiver, administrative receiver, or other similar person taking possession of or being appointed over or any distress, execution or other process being levied or enforced (and not being discharged within seven (7) days) on the whole or a material part of the assets of that party;
- (c) that party ceasing to carry on business or being deemed to be unable to pay its debts;
- (d) that party or its directors or a creditor giving notice of their intention to appoint, appointing or making an application to the court for the appointment of an administrator;
- (e) a petition being advertised or a resolution being passed or an order being made for the administration or the winding-up, bankruptcy or dissolution of that party; or
- (f) the happening in relation to that party of an event analogous to any of the above in any jurisdiction in which it is incorporated or resident or in which it carries on business or has assets;

"Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and to be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or

equivalent rights or forms of protection which may now or in the future subsist in any part of the world;

"Loss" means any loss, damage, liability, demand, claim, recovery, judgment, execution, fine, penalty, charge and any other cost and expense of any nature or kind whatsoever, including any costs of recovery on a full indemnity basis;

"Purchase Order" means the purchase order to which these Terms and Conditions relate and which sets out the commercial terms the parties have agreed upon;

"Service Provider" means the service provider the details of which are set out in the Purchase Order;

"Services" means the services described in more detail in the relevant Purchase Order;

"Sub-Contractor" has the meaning ascribed to it in clause 2.2.1;

"Term" has the meaning ascribed to it in clause 2.1;

"Termination" means the termination of this Agreement in any manner;

"Terms and Conditions" means these terms and conditions to each Purchase Order; and

"VAT" means value added tax.

1.2 In this Agreement:

1.2.1 the clause headings are inserted for convenience only and shall not affect the construction of this Agreement;

1.2.2 words denoting the singular shall include the plural and vice versa;

1.2.3 words denoting one gender shall include each gender and all genders;

1.2.4 references to persons shall be deemed to include references to natural persons, to firms, to partnerships, to bodies corporate, to associations, and to trusts (in each case whether or not having separate legal personality).

1.3 References in this Agreement to "clauses" and "Schedules" are references to clauses and schedules of this Agreement.

1.4 Words and phrases defined for the purposes of or in connection with any statutory provision shall, where the context so requires, be construed as having the same respective meanings in this Agreement.

1.5 Reference in this Agreement to provisions of any law shall, where the context so admits, and unless expressly provided otherwise, be construed as references to those provisions as respectively amended, consolidated, extended or re-enacted from time to time and shall, where the context so admits or requires, be construed as references to the corresponding provisions of any earlier legislation (whether repealed or not) directly or indirectly amended, consolidated, extended or replaced thereby or re-enacted and shall include where appropriate any orders, regulations, instruments or other subordinate legislation made under the relevant law.

1.6 References to a document being "in the agreed terms" are to that document in the form agreed and for the purposes of identification initialled by or on behalf of the parties.

1.7 Any phrase introduced by the term "include", "including", "in particular" or any similar expression will be construed as illustrative and will not limit the sense of the words preceding that term.

2. PROVISION OF SERVICES

2.1 From the Effective Date until Termination (the **"Term"**), the Service Provider shall provide to MFME:

2.1.1 the Services; and

2.1.2 such members of the Service Provider's workforce as may be notified by the Service Provider from

time to time and accepted by MFME (any such members of the workforce being referred to in this Agreement as the "Consultants");

during normal business hours and at such times and places as being necessary to enable the Consultants to perform the relevant Services to MFME's satisfaction.

2.2 The Service Provider shall:

2.2.1 be free to provide the Services itself, through any of the Consultants or through third parties of the Service Provider's choice (each such third party being a "Sub-Contractor"), provided that each Sub-Contractor is approved by MFME in writing prior to providing any Services to MFME;

2.2.2 procure that each Consultant and, to the extent applicable each Sub-Contractor, devotes the whole of his time, attention and abilities to the provision of the relevant Services during the time required in accordance with clause 2.1;

2.2.3 procure that each Consultant or Sub-Contractor complies with such reasonable regulations and directions as MFME may from time to time prescribe in connection with the provision of the relevant Services; and

2.2.4 procure that each Consultant and Sub-Contractor uses his best endeavours to promote the interests of, and generally act in good faith in relation to MFME.

2.3 The Service Provider shall, and shall procure that each Consultant and Sub-Contractor shall, use all reasonable care and skill in the provision of the Services.

2.4 The Service Provider shall not be obliged to make the services of any Consultant available to MFME when such Consultant is unable to work because of illness or injury but the Service Provider shall notify MFME of such illness or injury as soon as reasonably practicable, giving details of the illness or injury and its likely duration.

2.5 The Service Provider shall procure that each Consultant and Sub-Contractor complies with all reasonable standards of safety and the safety regulations of MFME and all relevant statutory provision, and reports to MFME and the Service Provider anything which could give rise to any unsafe working conditions or practices.

2.6 MFME shall provide each Consultant and Sub-Contractor with such information about MFME as they may reasonably require for the provision of the relevant Services.

2.7 The Service Provider shall, whenever requested by MFME, inform MFME (in writing if requested) of the activities or proposed activities of each Consultant and Sub-Contractor in connection with the business of MFME.

3. FEES AND EXPENSES

3.1 In consideration of the Service Provider providing the relevant Services and making available the Consultants (and Sub-Contractors), MFME will pay the Service Provider a fee as set out in more detail in the relevant Purchase Order (the "Fee").

3.2 The Fee shall be paid to the Bank Account in accordance with the payment terms that are set out in the relevant Purchase Order.

4. OTHER ACTIVITIES

The Service Provider and each Consultant or Sub-Contractor may provide their services to, or undertake, any other business or profession or be or become an employee, consultant or agent of any other company, firm or person or assist or have a financial interest in any other business or profession.

5. COMMUNICATION / OWNERSHIP OF MATERIALS

5.1 The Service Provider will not, and the Service Provider will procure that the Consultants and Sub-

Contractors will not, during the Term or thereafter make any public statement about MFME which is detrimental to its business or reputation.

5.2 All documents, papers and other materials for the storage of information created or held by the Service Provider, a Consultant or a Sub-Contractor and containing information relating to the business of MFME (whether or not confidential or a trade secret) and any keys or other property of MFME shall be and remain the property of MFME. The Service Provider will, and the Service Provider will procure that the Consultants and Sub-Contractors will, hand over to MFME immediately on request and in any event upon the termination of this Agreement all such documents, papers and other materials.

5.3 The Service Provider will, and the Service Provider will procure that the Consultants and Sub-Contractors will, if requested by MFME irretrievably delete any information relating to the business of MFME stored in any magnetic or optical disc or memory and all matter derived therefore which is in its, his or their possession, custody, care or control outside the premises of MFME and in each case shall produce such evidence thereof as MFME may reasonably require.

6. INSURANCE AND LIABILITY

The Service Provider shall take out and maintain in force such insurance cover in respect of professional negligence and employer's liability at a level and on such terms as MFME shall reasonably require. The Service Provider shall supply to MFME on request copies of such policies and evidence that premiums on them have been paid.

7. AUTHORITY AND RELATIONSHIP OF THE PARTIES

7.1 The Service Provider shall not, and the Service Provider shall procure that the Consultants and Sub-Contractors shall not, assume, create or incur any liability or obligation on behalf of MFME (and acknowledges that neither the Service Provider nor any Consultant or Sub-Contractor has any right to do so) except as authorised in writing by MFME.

7.2 The Service Provider confirms that each of the Consultants is an employee of the Service Provider. Accordingly, the Service Provider shall be responsible for all matters in relation to the employment of each of the Consultants, including any disciplinary action, and shall bear exclusive responsibility for the payment of any employment related contributions, taxes and other charges.

8. INTELLECTUAL PROPERTY

8.1 The Service Provider shall give MFME full written details of all works embodying Intellectual Property Rights made wholly or partially by the Service Provider, any Consultant or any Sub-Contractor at any time during the Term as part of the Services. The Service Provider acknowledges, on its own behalf and on behalf of each of the Consultants and Sub-Contractors, that the Service Provider will hold on trust for MFME all Intellectual Property Rights subsisting (or which may in the future subsist) in all such works and that the Service Provider (or any Consultant or Sub-Contractor, as the case may be) will undertake any effort to transfer such Intellectual Property Rights to MFME as quickly as reasonably possible. The Service Provider agrees, on its own behalf, as well as on behalf of each Consultant and Sub-Contractor, promptly to execute all documents and do all acts as may, in MFME's opinion, be necessary to give effect to this clause 8.1.

8.2 The Service Provider, on its own behalf and on behalf of each Consultant and Sub-Contractors, hereby irrevocably waives all moral rights (and all similar rights in other jurisdictions) which the Service Provider (or the

relevant Consultant or Sub-Contractor) has or will have in any existing or future works referred to in clause 8.1.

8.3 The Service Provider irrevocably appoints MFME to be the Service Provider's attorney in its name and on its behalf to execute documents, use the Service Provider's name and do all things which are necessary or desirable for MFME to obtain for itself or its nominee the full benefit of this clause.

9. TERMINATION

9.1 This Agreement will continue until terminated in accordance with clauses 9.2 or 9.3.

9.2 This Agreement may be terminated by either party by giving not less than one (1) months' notice to the respective other party.

9.3 Either party may terminate this Agreement with immediate effect by written notice to the other in any of the following events:

9.3.1 any material wilful or persistent breach or breaches by the other party of any of the express or implied terms of this Agreement, in the case of breach capable of remedy, where the other party has failed to make good such breach within fifteen (15) Business Days of receipt of notice requiring it to do so; or

9.3.2 an Insolvency Event occurring in respect of the other party.

10. CONSEQUENCES OF TERMINATION

10.1 The termination of this Agreement shall be without prejudice to any obligations, rights (including right to payment of amounts earned but not invoiced) or liabilities of any of the parties which have accrued before such termination. If a party exercises a right to terminate under clause 9.3.1 above consequent on any breach by the other party, such termination shall be without prejudice to any rights which the party exercising such right may have in respect of such breach who shall be entitled to recover from the other party any loss suffered as a result of the early termination of the Agreement.

10.2 Any provision of this Agreement which is expressly or by implication to come into effect on or continue in effect after such termination shall remain in effect notwithstanding termination of this Agreement.

11. LIMITATION OF LIABILITY

11.1 For any claim in any way related to the subject matter of this Agreement, either party shall be entitled to recover actual, direct, provable damages only.

11.2 In no event shall either party be liable for any indirect, incidental, special, consequential or similar or additional damages incurred or suffered by the respective other party, including Loss, arising out of or in connection to this Agreement, even if the concerned party has been advised or is aware of the possibility of such damages.

12. FORCE MAJEURE

12.1 If either party is delayed in, or prevented from, performing any of its obligations under this Agreement due to an event of Force Majeure, such delay or non-performance shall not be deemed to be a breach of this Agreement and no Loss shall be claimed by either party from the other by reason of such delay or non-performance.

12.2 If the exercise of rights and obligations under this Agreement is materially interrupted or interfered with by an event of Force Majeure, the obligations of the parties shall be suspended during the continuance of the event of Force Majeure. If the event of Force Majeure continues for a period of more than three (3) months, either party may immediately terminate this Agreement with written notice to the other party of such termination.

13. CONFIDENTIALITY

13.1 Neither party shall use or disclose any confidential information (including trade secrets,

information of commercial value and any other information which from its nature, content or circumstances in which it is provided may reasonably be supposed to be confidential) concerning the respective other party and the Services other than for the proper performance of its obligations under this Agreement.

13.2 Upon termination of this Agreement (by whichever party and for whatever reason) the parties:

13.2.1 shall not disclose or make use of any confidential information concerning the respective other party or the Services; and

13.2.2 shall cause all plans, product information, technical information and other confidential information obtained by it under or as a result of this Agreement to be returned as requested by the respective other party and shall not make or allow any further use of them.

13.3 Both parties shall ensure that any person to whom confidential information is disclosed by it complies with any conditions of confidentiality applying to that information.

13.4 Clauses 13.1 and 13.2 shall not apply to any information:

13.4.1 that is in the public domain other than as a result of the unauthorised disclosure by the receiving party;

13.4.2 that is in the possession of the relevant party free from any restriction as to its use or disclosure having been obtained otherwise than from the disclosing party or for the purposes of this Agreement;

13.4.3 that a party discloses to its advisers who need to know such information for the purpose of advising in relation to or furthering the provisions of this Agreement and who are aware of the obligations of confidentiality and agree to keep the information confidential and not to use any confidential information for any purpose other than the purpose for which it was disclosed; and

13.4.4 that is required to be disclosed by any applicable law or competent authority. If a party becomes aware that a public authority wishes to disclose information imparted by the relevant other party that is or may be confidential, a trade secret, or which may prejudice the other party's commercial interests, such party shall immediately inform the respective other party and follow the respective other party's directions in that regard.

14. ANTI-CORRUPTION

Neither the Service Provider nor any of its subsidiaries or parent companies, nor any director or officer, nor, to the Service Provider's knowledge, any affiliate, employee, agent or representative of the Service Provider or of any of its subsidiaries or affiliates, has taken or will take any action in furtherance of an offer, payment, promise to pay, or authorization or approval of the payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any "government official" (including any officer or employee of a government or government-owned or controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office) to influence official action or secure an improper advantage; and the Service Provider and its parent companies, subsidiaries and affiliates have conducted their businesses in compliance with applicable anti-corruption laws and have instituted and maintain and will continue to maintain policies and procedures designed to promote and achieve compliance with such laws and with the representation and warranty contained herein.

15. NOTICES

15.1 Where this Agreement provides for the giving of notice or the making of any other communication, such notice or communication shall not (unless otherwise

expressly provided) be effective unless given or made in writing in English to the address as stated in the recitals of this Agreement.

15.2 Any notice delivered by hand shall be deemed to have been served at the time of delivery and any notice sent by registered mail to have been served five (5) Business Days after the date on which it is posted or in the case of registered airmail ten (10) Business Days and any notice sent by telefax when a legible copy has been received.

16. SEVERANCE

16.1 Each provision of this Agreement shall be enforceable independently of all other provisions and its validity, legality or enforceability shall not be affected if any other provision becomes invalid, illegal or unenforceable in any respect under any law.

16.2 In respect of all provisions of this Agreement if at any time any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect under any law but would be or become valid, legal or enforceable if some part of the provision were deleted or amended, the provision in question shall remain in force with such deletion or with such amendment as may be necessary to make the provision valid, legal and enforceable.

17. ENTIRE AGREEMENT AND VARIATION

17.1 This Agreement supersedes any previous Agreement between the parties in relation to the matters dealt with herein and represents the entire understanding between the parties in relation thereto.

17.2 Save as otherwise expressly provided, no modifications, amendment or waiver of any of the provisions of this Agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by the parties hereto.

18. GENERAL

18.1 This Agreement may only be varied in writing signed by or on behalf of each of the parties.

18.2 A waiver of any term, provision or condition of, and any consent or approval granted under, this Agreement will be valid only if it is in writing, signed by the party giving the waiver or granting the consent or approval. Any such waiver, consent or approval will be valid only in the particular instance and for the particular purpose for which it is given and will not constitute a waiver of any other right or remedy.

18.3 Any failure (in whole or in part) to exercise or delay in exercising any right, power or remedy ("**Right**") available under this Agreement or in law will not constitute a waiver of that or any other Right nor will any single or partial exercise of any Right preclude any other or further exercise of that or any other Right. The rights and remedies provided by this Agreement are cumulative and (unless otherwise expressly stated in this Agreement) and may be exercised without excluding any other rights or remedies available in law.

19. APPLICABLE LAW

19.1 The parties' relationship, and any disputes arising out of it, shall be governed by and construed in accordance with the laws of the United Arab Emirates.

19.2 Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be subject to the exclusive jurisdiction of the Courts of the Dubai International Financial Centre (DIFC). For disputes under 1,000,000 AED in value, the parties agree to exclusively hear the matter in the Small Claims Tribunal at the DIFC Courts.

Name of company

Name of the authorised signatory

Signature

Date / Stamp