



Participation Contract For International Coffee and Chocolate Exhibition 2018 (Fifth Edition)



ITALIAN TRADE AGENCY
ICE - Italian Trade Commission
Trade Promotion Section of the Italian Embassy

Participation Contract For International Coffee and Chocolate Exhibition 2018 (Fifth Edition)

It is on () dated / / 2018, the contract took place between:

1. First Party: The Organizer:

| | | | |
|-------------------------|--|-----------------|------------------------------------|
| Body Name | Tech Heights Company | | |
| Responsible Person | Mohammed Misfer Quraini | post (position) | Director of Administrative Affairs |
| Commercial Registration | 1010159404 | Date of issue | 08/03/1421 H |
| PO Box | 506 | Postal code | Riyadh 11371 |
| Address | RIYADH – Olaya District – Olayah Street – Olaya Towers | | |
| Phone | 920002081 | Fax | 4632325 |
| Website | www.coffeetchoco-expo.com | E-mail | info@coffeetchoco-expo.com |

2. The Second Party – The participant:

| | | | |
|-------------------------|--|---------------|--|
| Company Name | | | |
| Commercial Registration | | Date of issue | |
| Responsible Person | | Position | |
| Activity Description | | | |
| Address | | | |
| City | | Phone | |
| Mobile | | FAX | |
| Website | | E-mail | |

(First Party and Second Party are collectively referred to as the "Parties")

First Party:

Heights Company

Authorized Signatory:

Mohamed Bin Misfer Al-Quraini

Signature and Seal:

Second Party:

Authorized Signatory:

Signature and Seal:



Preamble:-

Whereas the First Party is an entity licensed to hold and organize exhibitions, conferences, ceremonies, forums, media and advertising services, events and marketing within the Kingdom of Saudi Arabia; and whereas the First Party has the right to manage, organize and lease the International Coffee and Chocolate Exhibition (5th Edition), and whereas the Second Party is willing to participate in the exhibition which will be held in Riyadh at Riyadh International Exhibition and Convention Center.

Accordingly, and in light of the above, both Parties, with their full capacity considered legal and statutory, entered into this contract and agreed to the following:

Article (1): The above Preamble shall be an integral and complementary part of this contract.

Article (2): The contract subject:
The participation of the second party in the fifth edition of the International Coffee and Chocolate Exhibition in Riyadh which will be held in the last quarter of 2018 by leasing a pavilion.

Article (3): The contract duration:
1-The contract is valid since its signature and ends when the exhibition ending.
2-In case of extension the exhibition, the contract shall be extended automatically with the same conditions and terms unless the parties have another agreement in written.

Article (4): The contract amount and space:
The first party deserves an amount of SAR for leasing a pavilion to the second party.

| | |
|--------------|------------------------|
| Space No. | Total Number of Meters |
| Equipment | |
| Total Amount | |

While signing the contract, the Second Party (Participant) is committed to pay the participation total amount and shall be payable by check in favor of Tech Heights Company, or direct remittance to the bank account of the First Party (organizer) Tech Heights Company at Saudi Investment Bank (SA636500000116175424002).

The First Party shall be entitled to be\$ categorized as-class with amount(.....\$/m) the prices including the stalls (Octanorm +table + chair +carpet +lights +electricity + board with name of the company

Article (5): Representations and Warranties

The First Party represents and warrants the following:

- 1.He has the required legal authority to sign and conclude this contract.
- 2.The signature or performance hereof, or application of terms and conditions hereto is not contrary to or forms a breach of any terms, undertakings or provisions and not result in a breach of (a) any applicable laws, (b) any judicial judgment, order, decision or decree by an arbitration court or any other court or government authority, that apply or may apply thereto.
- 3.He has obtained all required and legal permits from the relevant authorities, which enable him to sign this contract and hold the Exhibition.

The Second Party represents and warrants the following:

- 1.The foreign companies are exempted from VAT (Value-Added Tax) if they don't have agencies in KSA. But if they have agencies in KSA, they will be entitled to pay the VTA. This article is consistent with Saudi laws and changeable according to the laws.
- 2.He has the required legal authority to sign and conclude this contract.
- 3.The signature or performance hereof, or application of terms and conditions hereto is inconsistent with or breaching terms, undertakings or provisions and not result in a breach of (a) any applicable laws, (b) any judicial judgment, order or decision, or decree by an arbitration court or any other court or government authority, that apply or may apply thereto.
- 4.He shall obtain all required and legal permits from the relevant authorities, which enable him to conclude this contract and participate in the Exhibition and to provide the first party with the requested official paper includes but is not limited to a copy of the commercial registration.
- 5.He has seen and understood the articles and clauses set forth herein, considered and referred to its consultants thereon and accepted and agreed to everything stated herein unconditionally. Therefore, it shall not be entitled to allege injustice, fraud, coercion or repudiation of this contract based on other allegations of whatever and in any form after signing this contract.
- 6.To provide the first party with participant's information in maximum 10 days of signing the contract. There is a possibility to change the information in 30 days before launching the exhibition with coordination of the first party.
- 7.He bears a full responsibility of all parties who are working with him, it includes but not limited to the contractors, labor, suppliers, etc.
- 8.He is responsible for adding his name on the pavilion as well as dismantling and removing the contents of the pavilion according to the schedule of the first party and ensuring safety of the attendees. Neither the First Party nor Riyadh International Convention and Exhibition Center shall be responsible for loss or damage of any items or exhibits during the same

process.

- 9.He bears the responsibility for all contents of the pavilion and its sole responsibility for protecting them from theft, loss and damage during installation, removal and during the period of Exhibition.
- 10.The First Party is entitled to recourse to the Second Party with all expenses, costs, losses, indemnities and others arising from any breach or violation of anything stated herein.
- 11.For such contract to be in force, the prior consent of the First Party to the participation of the Second Party in the Exhibition and to what will be exhibited at the pavilion. In case of refusal of the participation, design or exhibits, the contract shall be terminated without assuming any responsibility by the First Party.
- 12.The First Party shall not bear the responsibility in any way for any properties, equipment, tools or other items of the Second Party in the pavilion.
- 13.In case of termination or cancelling the contract, The First Party has the right to use the space freely for any purpose.
- 13.The second party is not entitled to assign or abdicate this contract to any third party or to sublease it in whatever form.
- 14.The second party is the owner or the authorized entity to use all the contents of the pavilion includes but not limited to the trademarks, products, mixtures, inventions or other items, and shall bear solely the full responsibility in front of all the competent authorities and others in case of breach.
- 15.He is fully aware of the entities which are allowed to sell products shall have commercial registration or representative in KSA or GCC.
- 16.He bears the responsibility of any costs paid to transport the exhibited materials and products in KSA.
- 17.To get an exhibitor card only for each (3) square meters of the pavilion.
- 18.Its full responsibility for any damage caused to a third party inside the pavilion.

Article (6): Obligations

The First Party undertakes and warrants the following:

- 1.To perform everything herein according to the highest standards.
- 2.To give the Second Party an exhibitor card for each (3) square meters of the pavilion designated therefor.
- 3.To deliver the pavilion to the Second Party at the specified time.

The Second Party undertakes and warrants the following:

- 1.To perform everything herein contained according to the highest standards.
- 2.To appoint an officer to contact with the First Party and to provide him with all information, data, documents or other items relating hereto and the participation of Second Party in the Exhibition.
- 3.To pay the price hereof as per the article (4) herein.
- 4.To guaranty that all means of publicity, advertising, flyers, brochures and exhibits at the

First Party:
Heights Company

Authorized Signatory:
Mohamed Bin Misfer Al-Qurainy

Signature and Seal:

Second Party:

Authorized Signatory:

Signature and Seal:



pavilion during the period of the Exhibition shall be decent and not violating public modesty, taste and morality, and to be acceptable to the official and competent authorities in Saudi Arabia. In case of breach, it must rectify and amend them immediately; otherwise, it may be removed or the contract may be terminated without any entitlement for the Second Party to claim any indemnity in this regard.

5.To abide by the regulations, directions and decisions issued by the First Party, Riyadh International Center or any other relevant authorities.

6.To provide the first party a 3 D design for the pavilion with details according to the first party schedule.

7.To coordinate with the first party and get a prior approval once he will bring VIP, influencers, famous people, etc.

8.To obtain a prior consent of the First Party to the design, equipment, tools and other items which shall be prepared and exhibited at the pavilion.

9.To apply and satisfy all security and safety requirements at the pavilion.

10.To maintain the decent dress by the exhibitors as well as their commitment to good behavior and observance of the Islamic law and applicable regulations.

11.Not to charge the First Party with any financial costs or expenses and other items for performance of the contract.

12.Not to assign or abdicate this contract to third parties, whether directly or indirectly.

13.To abide by the policy of Saudi Arabia and all of its applicable laws and attitudes, and not to breach any of them in any way.

14.Not to exceed the six (6) m maximum limit for the height of the on-site displaying platforms.

15.Not to use the corridors of Exhibition to install audio/video screens, publications, etc.

16.To ensure the presence of the authorized exhibitors who hold an exhibitor card at the pavilion continuously and permanently throughout the period of the Exhibition and the working hours thereof.

17.Not to exhibit activities inconsistent with the Exhibition goals or contrary to the instructions of the official and competent authorities in Saudi Arabia.

18.To prevent the intermingling between exhibitors in case of being men and women at the same place without a separator or their sitting with each other, and to observe all relevant instructions.

19.To write the company name in a visible place on the display platform at the pavilion both in Arabic and English.

20.To claim no right to use the pavilion for anything other than what has been approved in advance by the First Party.

21.To obligate the employees with all the provisions of this contract.

22.Not to recourse to or demand from the First Party any entitlements, claims, requests, financial amounts, rights, lawsuits, obligations or liabilities in case of canceling the participation and terminating the contract based on the stated in the article (8).

Article (7): Confidentiality of Information

First Party:

Heights Company

Authorized Signatory:

Mohamed Bin Misfer Al-Qurainy

Signature and Seal:

1. Information shall be deemed confidential if any party determines it to be confidential or deemed by its nature as confidential and the other party become aware of its confidentiality or had reasons to be aware of its confidentiality. Confidential information shall including but not limited to any information given orally or in writing or in any other way such as information related to technical, design and engineering knowledge, trade secrets, operational procedures, original documents, financial information and data, project implementation plans, with the exception of the following information:

-General information available for public or become available for public, provided that the same shall not be the result of the following:

A.Non-disclosure of participation value and deduction granted to the Second Party,

B.Violation of the obligations set forth in this contract by any party (or by any person allowed to peruse this information under this contract or by the approval of the other party) or the breach of any party of any other duty related to confidentiality of information.

C.Information received by a third party without any obligation to maintain its confidentiality,

D.Information approved in writing by any party to be disclosed,

E.Information required to be disclosed under law or a court order.

2. Each Parties of this contract shall impose on his directors, agents and employees an obligation to maintain confidentiality of information similar to his own obligation.

Article (8): Termination

This contract shall be deemed terminated in the following cases:

1.In case of withdrawal of the Second Party or non-participation in the exhibition for any reason within (15) fifteen days from signing this contract, the contract shall be terminated and the Second Party shall be entitled to recover the paid amounts.

2.In case of withdrawal of the Second Party or non-participation in the exhibition for any reason after (15) fifteen days from signing this contract, the contract shall be terminated and the First Party shall be entitled to have the full value of the contract and the Second Party shall have no right to withhold payment or claim for recovery of any amount.

3.In case that the Second Party violates or breaches any of the undertakings and obligations set forth in this contract, the First Party shall have the right to cancel participation of the Second Party and to terminate this contract and shall be entitled to have the full value of the contract and recourse to the Second Party for any amounts or expenses resulted from the violation or breach made by the Second Party.

4.In case of termination of Contract or cancellation of participation of the Second Party, the First Party shall have the right to act unconditionally on the pavilion allocated for the Second Party as it deems fit.

Article (9): Force Majeure

1. None of the parties of this contract shall be responsible for performing its obligations

stated in the contract if such party was under the effect of the force majeure that is beyond its control. It shall be exempted from the reasonability throughout the period of such force majeure, provided that it shall notify the other party within (15) fifteen days as the occurrence of the force majeure. If the force majeure event exceeds (30) thirty days, both parties shall have the right to agree on the termination of this contract and to settle rights related thereto.

2. Force Majeure shall exclusively mean harsh natural and climatic conditions such as tremors, volcanoes, earthquakes and violent torrents. Force Majeure shall also mean acts of war, riots, and disorders that prevent the implementation of this contract, or the issuance of a decision by official authorities regarding the suspension of this contract.

Article (10): Governing Law

This contract shall be governed by the applicable regulations and laws of the Kingdom of Saudi Arabia and shall be construed in accordance therewith. Both Parties shall do their best efforts to settle any dispute that may arise between them in connection with this contract amicably. In case of disagreement, the dispute shall be referred to the competent judicial entities.

Article (11): Notices and Correspondence

Both parties agree that any notice sent to the address mentioned in this contract shall be deemed legally served. Each party shall promptly notify the other Party in writing of any change to its address.

Any notice shall be duly sent and received (1) upon its delivery to the address mentioned at the top of this contract if it is sent by registered mail or global courier companies or (2) upon acknowledgment of receipt though fax in case of facsimile transmission.

Article (12): General Terms and Conditions

1.This contract shall be construed and applied in accordance with the applicable laws of the Kingdom of Saudi Arabia.

2. This contract may be amended only in writing and by being signed by both parties.

3.If any provision or clause of this contract is invalid or becomes invalid in the future, such invalidity of any articles or clauses shall not affect the validity of the remaining articles and clauses of the contract.

4.This contract is the entire agreement and supersedes all previous agreements whether orally or in writing.

5.In case of the existence of any difference between Gregorian and Hijri dates, the Gregorian date shall prevail.

Article (13): Counterparts of the contract

This contract was drawn up into two original copies and both parties duly signed it and each Party received a copy thereof to act upon.

In witness whereof, both parties executed and signed this contract at the date mentioned at the top of the contract.

Second Party:

Authorized Signatory:

Signature and Seal: