

SPACE CONTRACT

GITEX GLOBAL 2026 - FZE

Company: Innovation Agency Lithuania
Address: J.Balcikonio str. 3, Vilnius, Lithuania
Contact Person: Renata Nedzinskiene
Event Sector: Trade Promotion Organization
Contracted Term : From: 07 Dec 2026
To: 11 Dec 2026

Proposal No:	QUO-180214-B6F1V3
Issue Date:	05 Feb 2026
Stand No:	H26-33
Dimensions :	3.00 x 15.00
Open sides :	3
Hall:	Hall 26

Description	Quantity	Unit Prices	Charges
Space Only	45.00	AED3,170.00	AED 142,650.00
Marketing Power Pack	9.00	AED1,470.00	AED 13,230.00
Lead Generation and Tracking	9.00	AED1,055.00	AED 9,495.00
Exhibitor Insurance	9.00	AED895.00	AED 8,055.00
TOTAL EXHIBITION FEE:(exclusive of VAT)			AED 173,430.00
VAT 5%			AED 8,671.50
TOTAL EXHIBITION FEE: (inclusive VAT)			AED 182,101.50

MANDATORY - Specify your participating brands here:

Brand Name	Country of Brand	Brand Name	Country of Brand
1.		6.	
2.		7.	
3.		8.	
4.		9.	
5.		10.	

- The undersigned hereby confirms and accepts the allocated space as detailed above for the Contracted Term, and has understood and accepts to be bound by the attached Space Contract Regulations.
- The undersigned agrees and accepts to make payment in accordance with Schedule A (herein attached) .
- For any Space Contract signed three (3) months or less before the commencement of the Exhibition, the payment plan for the Total Exhibition Fee to be paid by the undersigned Exhibitor to the Organiser shall be in full (100%) and due seven (7) days from the date of the applicable invoice or commencement of the Exhibition, whichever is the earlier.

For and on behalf of "Innovation Agency Lithuania":

Name: PATRICIJA REUT Position: DIRECTOR of BUSINESS DEVELOPMENT DEPARTMENT
 Authorized Signatory: [Signature] Date: 2026 02 13

For and on behalf of "KAOUN International FZE"

(a free zone establishment incorporated and existing under the laws of the Emirate of Dubai, United Arab Emirates with license number L-2024 having its registered address at Convention Tower, Dubai, United Arab Emirates)

Name: Ayman Hassan Position: VP - Commercial
 Authorized Signatory: Ayman Hassan Date: 14/02/2026



SPACE CONTRACT REGULATIONS

These Regulations are to be read as an integral part of the Space Contract.

1. DEFINITIONS AND INTERPRETATION

In these Regulations and in the Space Contract, the following words shall have the meaning respectively assigned to them hereunder, unless the context requires or admits otherwise:

"Agreement" shall mean the Space Contract executed by the Organiser and the Exhibitor (including Schedule A attached thereto), these Space Contract Regulations and the Exhibition Manual;

"Applicable Laws" shall mean the local laws and regulations of the Emirate of Dubai, and the federal laws of the United Arab Emirates, as applicable in the Emirate of Dubai;

"Exhibition" shall mean the event as named and dated in the Space Contract;

"Exhibitor" shall mean any person, firm, company, association, organisation and its employees, servants or agents to whom exhibit space has been allocated for the purpose of exhibiting at the Exhibition; represented by the authorised signatory of this Agreement;

"Contracted Term" shall mean the contracted period for usage of the exhibit space under the Agreement as specifically mentioned in the Space Contract;

"Exhibitor Manual" shall mean the manual of the Organiser's internal guidelines established from time to time and distributed to the Exhibitor prior to the Exhibition for the safe and orderly conduct and close of the Exhibition;

"Exhibition Material" shall mean such goods, exhibits, materials, equipment, stand/s, supplies, merchandise, models, exhibit items, or other property for the sole use of at the Exhibition;

"Force Majeure" shall mean any event or circumstances (or a combination of events or circumstances) which are beyond the reasonable control of the relevant Party, resulting in or causing the failure by that Party to perform any of its obligations under this Agreement (whether in whole or in part), including without limitation: (1) revolution, riots, insurrection or other civil commotion, act of terrorism or sabotage or war; (2) nuclear explosion, radioactive, biological or chemical contamination, ionising radiation or the identification of such contamination or radiation; (3) general strikes, work stoppages, working to rule, go slow actions and/or lockouts; (4) any effect of the natural elements including lightning, fire, earthquakes, flood, storm, hurricane, tsunami, cyclone or tornado, material change in sea level or coastal subsidence; (5) explosion (other than nuclear explosion or any explosion resulting from an act of war); (6) inability to obtain necessary plant, equipment or material due to blockade, embargo or sanction; (7) epidemic, pandemic or other outbreak of any infectious disease as declared by the World Health Organization (WHO); it being provided that the cause which could have been avoided by one of the parties is not considered as Force Majeure if that Party didn't use all reasonable means to avoid it; and also that a failure caused by a previous breach of the Party in default is not considered as Force Majeure;

"Insurance Costs" means the costs of obtaining the mandatory insurance cover as prescribed in clause 12.1, and set out under the Space Contract;

"Lead Tracking Fee" means (where applicable) the costs of the Lead Tracking Services, as set out under the Particulars;

"Lead Tracking Services" means (where applicable) the service of digital identification and storage of contact details of visitors. The service will enable collection/saving of contact details of visitors who visit the exhibition stand by scanning a bar/QR code displayed on the visitor's exhibition badge;

"Marketing Powerpack Costs" means (where applicable) the costs of the powerpack and/or enhanced internet listing, if any provided by the Exhibitor as set out in clause 12.3 and under the Particulars;

"Objectionable Displays" shall mean any signage, products, services or show performance or literature which could be considered offensive, immoral, contrary to the Applicable Laws, or is politically, socially, racially, or religiously sensitive or such that may cause prejudice to the country where the Exhibition is taking place or their relations with other countries, trade bodies, associations, clients or is otherwise objectionable in the sole and discretionary opinion of the Organiser;

"Organiser" shall mean KAOUN International FZE;

"Parties" shall mean both the Organiser and the Exhibitor and "Party" shall mean either the Organiser or the Exhibitor;

"Refund" shall mean the refund by the Organiser of monies paid by the Exhibitor under this Agreement, by way of credit note or bank transfer (as deemed appropriate by the Organiser), which shall be issued on such terms and conditions as deemed reasonable by the Organiser, considering all relevant surrounding circumstances at such time and acting in a good faith manner;

"Registration Fees" shall mean the fee set out under the Particulars;

"Sanctions Authority" means the United Nations Security Council, the United States government entities; the European Union or any member state thereof; the United Kingdom; and/or any relevant sanctions compliance authority within the United Arab Emirates;

"Sanctions Law" means any trade, economic or financial sanctions, regulations, laws, embargoes or other restrictive measures administered, applied or enacted by any Sanctions Authority;

"Sanctioned Person" means any person, entity or organisation who is identified, included or designated as a restricted party by a Sanctions Authority or otherwise targeted under any Sanctions Law, and includes any entities or individuals that are owned or controlled by such persons, entities or organisations;

"Term" shall mean the term of this Agreement as set out in Clause 21 herein;

"Total Exhibition Fee" shall mean the sum payable by the Exhibitor to the Organiser in the amount and manner set out in Schedule A to these Regulations (and for the avoidance of doubt shall include the Insurance Costs, Registration Fees, Lead Tracking Fee and Marketing Powerpack Costs where applicable);

"VAT" means value added tax or sales tax and any other tax of a similar nature imposed in the United Arab Emirates;

"Venue" shall mean the venue owned or operated by the Organiser and/or identified under the Particulars; and

"Venue Users" shall mean all the exhibitors at the Venue, users of allocated spaces, and includes each of their agents, contractors, employees, invitees and attendees of the Exhibition.

2. USE & ALLOCATION OF SPACE

2.1 The Organiser hereby grants and the Exhibitor accepts the right to use the allocated exhibit space during the Contracted Term for the purposes of exhibiting at the Exhibition. The Organiser reserves the sole right to alter the allocated exhibit space if deemed necessary and in the best interests of the Exhibition in order to provide a viable layout, provided that such re-allocation shall not reduce the space area purchased by the Exhibitor under this Agreement, in which case, the Organiser shall offer a prorata refund to the Exhibitor for such reduced space. The Organiser's decision on such re-allocation of exhibit space shall be final and binding on the Exhibitor.

2.2 The Exhibitor covenants and agrees that all governmental and other regulatory approvals required for the display or use of Exhibition Material and its participation at the Exhibition shall be obtained prior to the commencement of the Exhibition (including all licenses or permits which may be required to operate or conduct the Exhibition and to pay all taxes, fees and charges levied against it in connection with the Exhibition).

2.3 The Exhibitor covenants and agrees:

2.3.1 to observe and comply with the reasonable directions of the Organiser;

2.3.2 to be and remain in care, custody and control of the Exhibition Material;

2.3.3 to not install or exhibit any Objectionable Display and forthwith remove and clear any Objectionable Displays, as may be required by the Organiser;

2.3.4 not to use the Exhibition for any immoral, improper, unlawful or illegal purpose or in a manner which is likely to cause public disorder in or near the Venue, or in a way that might cause harm to any persons or damage to the property of the Organiser or the Venue Users, or in a way that might cause nuisance or annoyance to the Venue Users;

2.3.5 not to, unless permitted in writing by the Organiser and

- then only in accordance with any conditions imposed, collect any charge or fee for admission to the exhibit space; and
- 2.3.6 to observe and comply with Applicable Laws.
- 2.4 Save and except as otherwise agreed in writing between the Exhibitor and Organiser, the Exhibitor shall not be entitled to allow another person to use, possess, control or occupy the whole or any part of the exhibit space. For the avoidance of doubt, the Exhibitor may only licence the exhibit space subject to (a) the Organiser's prior written approval for the exhibit space to be sub-licensed; and (b) once approved by the Organiser in writing, for the Exhibitor to provide in writing the full name/s of the legal entity/ies they intend to sub-license the exhibit space to ("Co-Sharers"), including complete details of the Exhibition Material of all those who will be sub-licensees. The Exhibitor shall pay the Organizer the applicable Insurance Costs, Enhanced Internet Listing, Registration Fee and Marketing Powerpack Costs for each and every Co-Share approved by the Organiser.
3. **PAYMENT**
- 3.1 The Exhibitor shall pay the Total Exhibition Fee in the amount, the manner and in accordance with the invoices issued pursuant to Schedule A.
- 3.2 Time for payment shall be of the essence of the Agreement. Late payments shall be subject to interest payment calculated at monthly EIBOR rate by Emirates NBD or 5% p.a. whichever is higher.
- 3.3 The Total Exhibition Fee is payable in full even if the Exhibitor for any reason does not utilize the exhibit space or any part thereof.
- 3.4 Unless stated otherwise in the Space Contract, the Total Exhibition Fee shall be deemed exclusive of any applicable taxes. All amounts expressed to be payable under this Agreement by the Exhibitor to the Organiser which (in whole or part) constitute the consideration for any supply for VAT purposes are deemed to be exclusive of any VAT which is chargeable on that supply, and accordingly if VAT is or becomes chargeable on any supply made by the Organiser to the Exhibitor under this Agreement, the Organiser is required to account to the relevant tax authority for the VAT, the Exhibitor shall pay to the Organiser (in addition to and at the same time as paying any other consideration for such supply) an amount equal to the amount of the VAT, and the Organiser shall provide an appropriate VAT invoice to the Exhibitor.
- 3.5 The Exhibitor shall pay the Insurance Costs and Marketing Powerpack Costs for each and every Co-Share. For each Co-Share of the Exhibitor not approved by the Organiser in advance in writing and present at the Exhibition, the Exhibitor shall pay the Organiser immediately and in full, the applicable Insurance Costs, Registration Fee, Marketing Powerpack Costs/ Enhanced Internet Listing costs.
4. **CANCELLATION**
- 4.1 The Exhibitor shall immediately inform the Organiser in writing of its intention not to utilize the exhibit space contracted for. In the event that no notice is provided whatsoever to the Organiser hereunder then the Exhibitor shall indemnify the Organiser for all costs associated with its non compliance with this provision.
- 4.2 Upon receipt of the written notice in clause 4.1 (but subject to Clause 4.7):
- 4.2.1 all rights granted to the Exhibitor pursuant to the Agreement shall cease and the Organiser shall be at liberty to enter and use the exhibit space; and
- 4.2.2 all sums paid to the Organiser by the Exhibitor on account of the Total Exhibition Fee shall be forfeited to the Organiser, and the Exhibitor shall pay in full any portion outstanding of the Total Exhibition Fee and any other outstanding amounts then owed to the Organiser on account of the Total Exhibition Fee forthwith.
- 4.3 Subject to clauses 4.4, 4.5 and 4.6, the Organiser reserves the right at all times to change the dates of the Exhibition, in relation to its commencement, duration and conclusion, or to cancel due to Force Majeure.
- 4.4 If the Exhibition is substantively postponed by the Organiser the amount of the Total Exhibition Fee paid by the Exhibitor shall be carried over in view of the Exhibitor's participation in the postponed Exhibition. For the avoidance of doubt, any credit note issued/carry over shall only be valid for the next annual show edition (unless otherwise agreed between the Parties). If not utilized by the next annual show edition, the credit note/carry over and the amount of the Total Exhibition Fee paid by the Exhibitor for the Exhibition shall be forfeited to the Organiser. In the event the postponed Exhibition dates are not suitable for the Exhibitor, the Exhibitor may within fourteen (14) days of being informed of the postponement, request for a Refund in the amount equivalent to the amount of the Total Exhibition Fee paid by the Exhibitor.
- 4.5 In the event of cancellation of the Exhibition by the Organiser without cause the Exhibitor shall be entitled to a Refund, within a reasonable time, of the Total Exhibition Fee paid by the Exhibitor to the Organiser.
- 4.6 If the Exhibition is cancelled due to Force Majeure, the Exhibitor shall be entitled to a Refund in an amount equal to the Total Exhibition Fee already paid to the Organiser.
- 4.7 In the event that the Exhibitor has cancelled its participation in the Exhibition as a result of it being impossible for the Exhibitor to attend due to borders being completely closed and a full lock-down in place; then in such circumstances, upon documentary proof being provided to the Organizer's satisfaction, the Exhibitor shall be entitled to a full Refund in an amount equal to the Total Exhibition Fee already paid to the Organiser.
- 4.8 In the event of cancellation or postponement of the Exhibition under this Clause 4, the Exhibitor shall assume all risks associated with the non-occurrence or delay of the Exhibition and, in particular, the Exhibitor alone shall bear all costs the Exhibitor may have chosen to incur in anticipation of the Exhibition.
5. **REDUCTION OF EXHIBIT SPACE**
- 5.1 All requests for reduction of exhibit space must be made in writing to the Organiser.
- 5.2 If the written request in clause 5.1 for reduction is received by the Organiser up until twelve (12) weeks before the Exhibition, the Organiser may in its absolute discretion, allow for the reduction, otherwise any written requests for reduction received by the Organiser after this period shall not be accepted.
- 5.3 The Total Exhibition Fee is payable in full even if the Organiser agrees to a reduction of the exhibit space.
6. **STAND BOUNDARIES**
- All Exhibition Material must be kept within the agreed boundaries of the Exhibitor's exhibited space at all times. The Exhibitor shall not obstruct the gangways with Exhibition Material and shall not allow any such Exhibition Material to protrude from the boundaries of the exhibit space. All distribution of literature must take place from within the boundaries of the Exhibitor's exhibit space and not in the gangways or any other area within the Venue. Any Exhibitor who continues to cause a nuisance or obstruction after notice has been given will be liable to have its exhibit space cleared by the Organiser at the Exhibitor's own risk and expense. The Exhibitor grants the Organiser the right to enter into its exhibit space to clear it pursuant to this Clause.
7. **WARRANTY**
- The Exhibitor represents, warrants and undertakes that it is entering into this Agreement as principal and not as agent or nominee of any third party, and that the Exhibition Material does not infringe and is not likely to infringe any patent, trademark, copyright and other intellectual property right of any party and it agrees that in the event of any breach of the representations, warranties and undertakings herein contained, this Agreement may be terminated by the Organiser, and the Exhibitor shall indemnify the Organiser against any and all costs, claims, demands, losses, liabilities, charges, actions, and expenses arising from such termination due to the Exhibitor's breach.
8. **SOUND LEVEL**
- The sound level of audio equipment must be tuned to an acceptable volume and conducted in a way which does not interfere with nor becomes a nuisance to neighbouring exhibitors. The Organiser reserves the right to monitor, and where necessary, determine the acceptable level of sound of equipment, entertainment and audio visual presentations. If the Exhibitor continues to refuse to comply with the request to reduce the volume, the Organiser reserves the right to disconnect all power supplies to the exhibit space and no compensation will be made to the Exhibitor.
9. **EXHIBITOR'S RESPONSIBILITY**
- The Exhibitor is responsible for all claims, actions or costs for personal injury and loss of or damage to property caused by or arising from the erection and dismantling of the stand and anything permitted, omitted or done during the period of the Exhibition including the build-up or tear-down periods, caused by the Exhibitor or any of its personnel, employees, representatives, contractors, sub-contractors, agents, or the act, omission or neglect of or by any such person or by any Exhibition Material or other article belonging to, or in the care, control,

or custody, the Exhibitor. The Exhibitor shall comply with the requirements of the Exhibitor Manual and ensure the contractor and sub-contractor and suppliers likewise comply with its provisions.

10. EXHIBITORS AND PASSES

10.1 Every Exhibitor shall ensure their exhibit space is open to view and staffed by competent representatives during the Exhibition opening hours. In the event of any Exhibitor failing to open their exhibit space or uncover their Exhibition Material, the Organiser may do so or may arrange for the exhibit space and Exhibition Material to be removed and the Exhibitor shall be liable for any charges that may be incurred. The Organiser will not be liable for any damage, losses, or expenses sustained by the Exhibitor as a result of this action.

10.2 Every Exhibitor, and all persons for whom they may be considered responsible in any way whatsoever, must conduct themselves in such a manner as shall not be objectionable to any other exhibitor or visitor or the Organiser. The Exhibitor must comply with the public order and good morals applicable in the United Arab Emirates. Any person who does not comply with these requirements shall be liable, at the discretion of the Organiser, to be immediately removed from the Exhibition and refused re-admission during the period of the Exhibition.

10.3 The Organiser shall issue official passes for admission to the Exhibition and no other form of admission pass shall be valid. No Exhibitor or Exhibitor's representative be admitted to the Exhibition without producing to the gate official the Exhibitor's pass issued to them by the Organiser in addition to some acceptable form of proof of identity. In the event of such a pass being transferred or otherwise disposed of, it shall be immediately forfeited and no further pass will be issued in its place.

10.4 The Organisers reserve the right at their sole discretion to withdraw the pass issued to any person if complaints have been received concerning his/her conduct or if there has been a breach of this Agreement.

11. ORGANISER'S RIGHT OF ENTRY

The Organiser and those authorised by them, have the right to enter the premises of the Exhibition and all exhibit spaces at any time to execute works, repairs, and alterations and for any other purposes deemed necessary. No compensation shall be payable to an Exhibitor for damage, loss or inconvenience so caused.

12. MANDATORY SHOW INSURANCE, MARKETING POWERPACK, REGISTRATION FEE, ENHANCED INTERNET LISTING AND LEAD GENERATION & TRACKING

12.1 The Exhibitor shall carry insurance to cover the following risks (a) Public Liability for AED 10 million; (b) Fire Damage for AED 200,000; (c) Medical; Expenses for 5,000 per person; (d) Food and Drink Poisoning for AED 10 million; (e) Damage caused by the Exhibitor to DWTC property for 10 million; (f) Liability arising out of loading and unloading of Exhibition material; (g) Exhibitor to Exhibitor Liability for AED 10 million; (h) Liability due to erection and dismantling of stands; (i) Damage caused to the Exhibitor's property for AED 50,000; (k) Personal Accident (including death and disability) for 3 employees of the Exhibitor for AED 30,000 per employee. The cover must be provided by an insurance company registered in the United Arab Emirates. The Exhibitor will be responsible for filing and settling any claims under the policy directly with the insurance company.

12.2 The Insurance cover prescribed in clause 12.1 will be taken out by the Organiser and the Insurance Costs charged to the Exhibitor, which shall be paid in the amount, the manner and in accordance with the invoice issued pursuant to Schedule A. Any policy of insurance obtained by the Exhibitor shall be acceptable only if it complies with all the requirements of clause 12.1 and provided proof or certification of such cover along with the policy terms and conditions are submitted to the Organiser at least two months prior to the commencement of build-up for the Exhibition.

12.3 Where applicable and if set out in the Space Contract, the Organiser will provide the Exhibitor a marketing powerpack and lead generation & tracking, subject to payment in full of the Marketing Powerpack Costs and Lead Tracking Fee.

13. TERMINATION

13.1 The Organiser may take possession of the exhibit space and terminate this Agreement forthwith by written notice to the Exhibitor upon the Exhibitor's failure to meet any of their obligations under the terms and conditions of this Agreement and the Exhibitor Manual, including but not limited to the Exhibitor's:

- a) failure to pay for the Total Exhibition Fee or any related services within 7 calendar days' written notice;
- b) failure to set up its Exhibition Material in the exhibit space as per

the terms and conditions herein;

c) failure to own and maintain valid rights to make, use, perform, sell and display patented products, copyrighted works, trademarks and trade names; or

d) violation of any trademarks, patents, copyright or other intellectual property rights of another exhibitor or third party in any Exhibition Material; or

e) involvement in the selling and/or promotion of any counterfeit goods at the Exhibition including goods that, in the sole opinion of the Organiser, do not conform to the permitted show profile of the Exhibition.

13.2 In the event that the Organiser terminates this Agreement under Clause 13.1, the Organiser shall be entitled, if necessary, and where applicable, to remove and dispatch such exhibits and Exhibition Material (at the risk and expense of the Exhibitor) and apply the net proceeds of any sale to the recovery of any monies owed to the Organiser. In addition, all monies paid by the Exhibitor to the Organiser on account of the Total Exhibition Fee shall be forfeited and the Exhibitor shall pay any outstanding amounts owed to the Organiser on account of the Total Exhibition Fee forthwith. In addition, the Organiser reserves the right to claim any loss or damages established by the Organiser or arising out of such termination.

14. BANKRUPTCY OR LIQUIDATION

14.1 In the event of an Exhibitor becoming bankrupt or entering into liquidation (other than voluntary liquidation for the purpose of amalgamation or reconstruction) or having a receiver appointed, this Agreement will terminate forthwith, and the allotment of exhibit space will be cancelled and all sums paid by the Exhibitor to the Organiser on account of the Total Exhibition Fee under the Agreement shall be forfeited.

14.2 In the event of the Organiser becomes bankrupt or entering into liquidation (other than voluntary liquidation for the purpose of amalgamation or reconstruction) or having a receiver appointed, this Agreement will terminate forthwith, and no further fees will be payable by the Exhibitor to the Organiser.

15. FORCE MAJEURE

A Party shall not be in breach of this Agreement nor be liable for any failure or delay in performance of any obligations thereunder arising from or attributable to an event of Force Majeure (with the exception of payment obligations) provided that such Party has promptly notified the other Party in writing of the nature and extent of the event of Force Majeure causing its failure or delay in performance. If an event of Force Majeure occurs and written notice is served, then the Organiser may terminate this Agreement by written notice and the provisions of Clause 4.6 above shall apply. In the event of the termination of this Agreement pursuant to Force Majeure, neither Party shall be liable to the other for any loss or damage of any nature or kind whatsoever suffered as a result of such termination.

16. ASSIGNMENT

The Exhibitor may not assign, novate or transfer any of its rights or obligations under the Agreement without the prior written approval of the Organiser. The Organiser may assign and/or novate the whole or any part of the Agreement to any third party without the consent of but with notice to the Exhibitors. The Exhibitor shall do all such acts and things as may be necessary and/or required by the Organiser in order to give effect to the Organiser's rights herein. The Agreement shall be binding on the successors-in-title of the respective Parties.

17. SEVERABILITY

If any term or condition of the Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of the Agreement, or application of such term or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term or condition of the contract shall be valid and enforceable.

18. INDEMNITY

18.1 The Exhibitor hereby indemnifies and agrees to keep the Organiser indemnified against:

(1) any and all, proceeding, claim, costs, damages or losses incurred or suffered by the Organiser by reason of (i) any third party claims brought against the Organiser in relation to the Exhibition, (ii) a breach by the Exhibitor of this Agreement, any regulation or any Applicable Law, or (iii) for any act or omission on the part of the Exhibitor whatsoever; and

(2) any and all customs, levy, tax, fine or other payment the Organiser is called upon to pay to any authorities on behalf of the Exhibitor in relation to the Exhibition.

18.2	The Organiser hereby indemnifies and agrees to keep the Exhibitor indemnified against any and all, proceeding, claim, costs, damages or losses incurred or suffered by the Exhibitor by reason of breach by the Organiser of this Agreement, any regulation or any Applicable Law,		described in this section.
19.	LIMITATION OF LIABILITY Neither Party shall be liable to the other Party or to any third party for any loss of profits or business, or for any indirect or consequential loss or damage. The total liability of the Organiser to the Exhibitor for any form of loss or damage incurred by the Exhibitor arising out of or in connection with this Agreement will not exceed the amount of the Total Exhibition Fee actually paid by the Exhibitor under this Agreement.	24.5	The Organiser shall collect and process information in accordance with the Organiser's standard data privacy policy and shall comply with all applicable laws on data privacy and protection.
20.	WAIVER The Exhibitor waives any and all claims (of whatsoever nature) that it may have against the Organiser in anyway related to the storage, display or use of any exhibit/equipment in connection with the Exhibition, whether prior to, in the course of or after its conclusion or after regular hours. The Exhibitor acknowledges and accepts sole and exclusive responsibility for the safety and security and storage of all of the property and belongings of the Exhibitor at all times.	24.6	For the purposes of this Clause, the terms 'Personal Data' and 'Processing' shall have the meaning ascribed to them under applicable laws on data privacy and protection.
21.	TERM AND VALIDITY This Agreement shall become effective on the date of the Space Contract and shall remain valid and binding on the Parties till thirty (30) days after completion of the handover of the exhibit space by the Exhibitor to the Organiser upon conclusion of the Exhibition ("Term").	25.	COMPLIANCE WITH SANCTIONS LAWS
22.	INTELLECTUAL PROPERTY All intellectual property is and shall remain the exclusive property of the Party owning it (or, where applicable, the third party from whom its right to use the intellectual property has derived).	25.1	The Exhibitor warrants that it is not a Sanctioned Person, that it does not have possession/knowledge of any facts that make it reasonably likely that it is, will become, or is controlled by a Sanctioned Person and that the funds used by the Exhibitor for any payment under this Agreement originate from legitimate sources and are not or could not reasonably be considered to be the subject matter of money laundering or its predicate offences in any way whatsoever.
22.1		25.2	The Exhibitor warrants that it shall comply with all Sanctions Laws and shall:
22.2	The Exhibitor hereby grants to the Organiser, a non-exclusive, revocable, worldwide, non-sublicensable, fee-free license to use the Exhibitor's Intellectual Property, solely for the purpose of the Exhibition and for executing the Organiser's obligations under this Agreement. Any placement of a Party's intellectual property shall be subject at all times to the written consent of that Party.	a)	not, directly or indirectly engage in any transaction that evades or avoids or has the purpose of evading or avoiding, or breaches or attempts to breach, directly or indirectly, any Sanctions Law;
22.3	Neither Party shall acquire any right, title or interest in or to the intellectual property of the other Party and nothing in this Agreement shall give right to any obligation to convey such rights. The Parties reserve the right to revoke their consent to the other Party's use of the intellectual property of that Party, at which point, the other Party shall stop distributing, publicly referencing, and displaying any and all intellectual property immediately.	b)	ensure that they will not provide prohibited technical assistance to any Sanctioned Person or in breach of any Sanctions Law;
22.4	The Exhibitor agrees that the Organiser shall have the right, without any liability (whether existing or future) whatsoever, to record the Exhibition by way of video footage and/or photographs or via other media. The Organiser shall have the perpetual right to store, reproduce, publish or otherwise use any photographs, images, video footage or other promotional or advertising material from the Exhibition, at its sole discretion and in any manner to report the Exhibition, to promote successive editions of the Exhibitions or for any other reason whatsoever.	c)	not assign, novate, sub-let or otherwise transfer any of its rights and/or obligations hereunder to any Sanctioned Person or otherwise in any manner in contravention with Sanctions Law;
23.	COMPLIANCE WITH LAWS The Parties shall comply with all Applicable Laws (including those with respect to privacy and data protection as applicable to each Party) in respect of the conduct of their respective businesses and in the performance of their obligations under this Agreement.	d)	ensure that each and every approved co-sharer to whom the whole or any part of the exhibit space is sublet, complies with this Clause;
24.	DATA PROTECTION The Exhibitor hereby consents to the Organiser Processing their Personal Data for the purpose of performance of this Agreement, as well as to register them as a customer, provide them with products or services, respond to their queries, process payments from them, send them information with respect to the Organiser's products and/or services, provide them with customer support, and send them communications about promotions, news, and events.	e)	be responsible for non-compliance or breach by any co-sharer of any provisions of this Clause;
24.1		f)	promptly upon becoming aware any breach of this Clause by the Exhibitor or any co-sharers, supply to the Organiser full details of any such breach or claim or proceeding arising from the same;
24.2	The Exhibitor hereby consents to the Organiser transferring their Personal Data between the affiliates and subsidiaries of the Organiser as required for the purpose described above.	g)	not fund all or part of any payment or any monetary obligations arising hereunder out of proceeds derived from transactions with a Sanctioned Person, or from any actions in breach of any Sanctions Law; and
24.3	The Exhibitor understands that they have the right to withdraw their consent to the Processing of the Personal Data at any time, to access information about how the Organiser is using their Personal Data, to correct any errors in their Personal Data, to request that their Personal Data be erased, to obtain a copy of their Personal Data held by the Organiser, or to restrict the Processing of their Personal Data.	h)	ensure that appropriate controls and safeguards are taken and put in place to prevent any actions being taken that would be contrary to Sanctions Law.
24.4	The Exhibitor acknowledges that the Organiser will retain their Personal Data for only as long as it is required for the purpose	25.3	If the Exhibitor (including any co-sharers) is or becomes a Sanctioned Person, or breaches any of its obligations under this Clause, the Exhibitor accepts and recognises that the following shall apply:
		a)	all rights (but not obligations) of the Exhibitor and all obligations of the Organiser arising hereunder shall be suspended and unenforceable by the Exhibitor;
		b)	the Organiser shall have the right to terminate this Agreement immediately upon written notice to the Exhibitor, in which case:
		(i)	this Agreement and all rights of the Exhibitor hereunder will terminate with immediate effect and without the need for an order of the court;
		(ii)	all sums paid by the Exhibitor to the Organiser under this Agreement shall be forfeited; and
		(iii)	any termination under this Clause shall be without prejudice to any claims which the Organiser may have against the Exhibitor for any breach or sums accrued prior to or as a result of such termination.
26.	ENTIRE AGREEMENT These Regulations together with the Space Contract and documents referred to herein constitute the whole agreement and understanding between the parties relating to its subject matter and supersedes any prior agreements, whether in writing or oral, relating to such subject matter. No variation of this Agreement shall be effective unless made in writing and signed by each of the Parties.		
27.	NOTICES Any and all notices, demands and statements or documents of any kind which are desired or required to be given by one Party to the other according to the provisions of the contract may be delivered by hand or sent by electronic mail and shall be deemed to have been given and received upon delivery if delivered by hand and upon successful completion of the transmission if sent by electronic mail. Unless and until changed by notice in writing given in accordance with this Clause, the addresses and electronic mail for the Parties shall be as set forth in the Agreement.		
28.	CALENDAR All dates and periods will be determined by reference to the Gregorian calendar.		
29.	GOVERNING LAW & JURISDICTION This Agreement shall be governed by and construed in accordance with the Applicable Laws. Any dispute arising out of this Agreement shall be finally settled through the courts of Dubai.		

SCHEDULE A

The payment plan for the Total Exhibition Fee to be paid by the Exhibitor to the Organiser shall be as follows:

PAYMENT TERMS

- a. 1st 25% Installment of the Total Exhibition Fee to be received along with the signed Space Contract within 14 days of the invoice date or commencement of the Exhibition, whichever is the earlier.
- b. 2nd 50% Installment of the Total Exhibition Fee to be received on or before 31 May 2026
- c. 3rd 25% Installment of the Total Exhibition Fee to be received on or before 31 August 2026

- A. Time for payment shall be of the essence of the Agreement. The Organiser reserves the right to charge Exhibitors with late interest if payments are not received according to the agreed payment schedule.
- B. No payment shall be deemed to have been received until the Organiser has received cleared funds.
- C. The Total Exhibition Fee for the Exhibition is exclusive of any applicable bank charges which are to be borne by the Exhibitor.

For and on Behalf of " Innovation Agency Lithuania " :	
Name: PATRICIJA REUT	Signature & Business stamp by the handwritten declaration "read and approved"  Read and approved
Position: DIRECTOR OF BUSINESS DEV. DEPT.	
Date:	

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Final Audit Report

2026-02-14

Created:	2026-02-13
By:	Kathrina Baguyo (Kathrina.Baguyo@dwtc.com)
Status:	Signed
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