

Name of Event: Agritech Nigeria 2024
Engagement Form

General Terms

The terms hereunder, and the mentioned on the Engagement Form, and the Guidelines and Services Manual constitute an integral part of the Agreement between Fesco Agalu Enterprises Nigeria Limited (hereinafter: **the Company**) and the Exhibitor and shall bind the Exhibitor for every intent and purpose. It is hereby clarified that this Agreement shall not constitute an agreement for the benefit of any third party whatsoever.

1. "Exhibitor", for the purpose of this agreement shall be deemed whoever submitted the signed Engagement Form and was approved by the Company as such. The Company will provide the Exhibitor with the display unit area and the services, subject to full payment as detailed in the Engagement Form. Non-payment of the Total amount shall be deemed as cancellation of the Exhibitor's participation on his behalf as detailed in paragraph 20.
2. The Exhibitor undertakes to fulfill all his undertakings in accordance with this Agreement and to abide by all Company's guidelines.
3. Postponement or cancellation of an exhibition by the Company and/or change of display areas/exhibition dates/name of the exhibition will be at the Company's sole discretion and as possible in coordination with the Exhibitor in advance. The Exhibitor hereby waives any argument and/or claim and/or demand in this regard.
4. The Exhibitor is not entitled to share the space assigned to him with sub-exhibitors, unless Company's prior and written approval and at its sole discretion and subject to payment of additional registration fees for each sub-letting exhibitor as detailed in the Guidelines and Services Manual.
5. All of the provisions in the Agreement will apply to the sub-letting exhibitors directly and will bind them for all intents and purposes. However, this does not release the Exhibitor from any responsibility and/or liability towards the Company with respect to the Agreement.
6. After submitting the signed Engagement Form and full payment, the Company will provide the Exhibitor with a display unit as detailed in the Engagement Form, and provide services subject to the mentioned in the Guidelines and Services Manual.
7. The Exhibitor declares that he has examined the display area/s and has found them suitable in every manner for him and his purposes and that he hereby waives any argument for non-compliance and/or fault and/or other argument in this matter.
8. The Exhibitor undertakes that an authorized representative on his behalf will be present during the entire construction period including the setting-up and a representative on his behalf will be present during the entire construction period including the setting-up and dismantling days in the display unit area.
9. The Exhibitor undertakes not to damage the integrity and proper orderliness of the location and installations therein, including the exhibition areas and display units in which he undertakes to operate in a manner that will not harm the operations of other exhibitors.
10. The Exhibitor undertakes not to make any changes and/or additions and/or injury and/or damage and/or nuisance to the location, including the outdoor areas infrastructure, (hereinafter: **Damage**), whether himself or by anyone on his behalf. Any change the Exhibitor wishes to make will be made only with the Company's prior written approval and according to its sole discretion with the Exhibitor's undertaking in writing to return it to its former condition at his account and to the satisfaction of the Company.
11. Should the Exhibitor not return the area to its exact former condition and/or caused Damage and did not repair it in accordance with the Company's demand the Company will be entitled to repair the Damage at the expense of the Exhibitor.
12. The Exhibitor undertakes to compensate and indemnify the Company for any Damages caused, to property, and/or to persons on its behalf due to an act and/or failure to act by the Exhibitor and/or by anyone on his behalf, immediately upon the Company's first request.
13. Without derogating from the said in paragraph 4 above, the Exhibitor is not entitled to make any use of areas placed at his service, including rental of space to another, for activities that are not directly related to the exhibition.
14. The Exhibitor does not have the right to execute any advertising activity and/or publicity and/or put up signs including distribution of flyers, and/or make use of the name or logo of the Company, unless with prior coordination and with the Company's written approval. Regardless of the aforementioned, the Exhibitor is entitled to execute relevant advertising activity in his allotted display unit, and this without creating any disturbance to the entire exhibition and/or the other exhibitors.
15. The Exhibitor is not entitled to endorse or assign his rights under this Agreement, all or in part, to another.
16. The Exhibitor hereby undertakes that his participation in the exhibition will be under his sole responsibility and at his expense, as required by law, the competent authorities including the provisions of law, regarding intellectual property and copy rights.
17. The Exhibitor declares hereby, that he is aware that the venue owners/operators have engaged in agreements with concessionaires and service providers, including concessionaires in the fields of food, communication, electrical and safety engineers, as detailed in the Guidelines and Services Manual. Accordingly, the Exhibitor undertakes to comply with their instructions and use these suppliers. The Exhibitor hereby waives any claim and/or demand and/or argument in this regard.
18. It is hereby clarified that the sale of food and beverages of any kind and/or cooking and/or their distribution are absolutely forbidden, unless by means of the food concessionaires. Breach of this provision will hold the Exhibitor liable for paying a fine.
19. The Exhibitor will submit no later than 24 hours prior to the opening of the exhibition, a certificate of approval from a Safety Engineer, and will act in accordance with the safety provisions and guidelines. An Electrical Engineer Inspector will provide additional certificates as necessary, including as specified in the Guidelines and Services Manual. Receipt of the certificates as aforementioned constitutes a suspending condition for the Exhibitor's participation in the exhibition. Notwithstanding the above, the exhibitor declares that he is aware that failure to fulfill safety regulations may cause damage to the entire exhibition and cause delays in opening the exhibition and he accepts full responsibility to such occurrence and damages arising from such an occurrence.
20. Immediately at the end of the exhibition and/or in case of notice of annulment of the Agreement due to it being breached, the Exhibitor will vacate the exhibition grounds from any person and object and return the area to the Company in the same condition as it was given to him. Breach of this paragraph will entitle the Company to compensation according to the pricelist for space rental of the Trade Fairs Center.
21. Cancellation of the Exhibitor's participation up to 90 days prior to the opening of the exhibition shall require the Exhibitor to pay the registration fees in full as well as half of the rental fees. Cancellation of the Exhibitor's participation after the aforementioned date shall require the Exhibitor to pay the registration fees in full as well as the rental fees in full.
22. The Exhibitor shall be constituted liable towards the Company and towards any third party, for the entire duration of the exhibition including the setting-up and dismantling days, against any Damage of any kind or sort whatsoever and/or injury and/or loss to any person and/or property and/or anything found on the location including Company employees and/or anyone on its behalf, due to an act or failure to act or negligence of the Exhibitor and/or anyone on his behalf or any other party associated with the Exhibitors' activities with regard to the exhibition. The Exhibitor shall indemnify and compensate the Company for any Damage including Damage to property and/or constructive Damage and/or injury and/or loss as aforementioned and/or legal expenses, immediately upon receipt of the Company's initial demand for payment.
23. The Company and/or anyone on its behalf will not be liable in any way for any loss and/or Damage and/or injury and/or expense and/or theft that may be caused to the Exhibitor and/or his property and/or his employees and/or anyone on his behalf and/or the Company and/or anyone on its behalf and/or any third party, including visitors at the display unit. Without derogating from this, notwithstanding the aforementioned, should the Company be deemed to bear some responsibility, it will be limited only to direct Damage and this up to the Payment as paid by the Exhibitor.
24. If Exhibitor book prior to 30 days, put a special offer in the show guide that expires 60 days after the event, Follow up the leads with email 2 times within 30 days after the event, follow up with a hard copy mailing and Exhibitor does not receive sales from the show that exceed the

fee paid for exhibit space, the company shall refund the Exhibitor exhibit space fee in full

25. The Exhibitor undertakes to issue and maintain insurance policies with an authorized, reputable insurance company to cover all its liabilities according to this Agreement and guidelines in the Service Manual towards third parties and his employees, and to insure its goods prior to beginning the setting-up of the exhibition.
26. To remove any doubt, it is hereby clarified that this Agreement does not establish employer-employee relations between the Company and the Exhibitor and/or anyone on his behalf and/or his employees.
27. Breach of any of the provision of this Agreement shall entitle the Company with the right to notify the Exhibitor of the cancellation of his participation in the exhibition as well as remove him from the area even during and after the opening of the exhibition.
28. Breach of any of the provisions of this Agreement shall entitle the Company with a financial compensation against any Damage and/or expense and/or loss and/or Damage caused to the Company and/or anyone on its behalf, and this in addition to any other relief lawfully due to it.

Signature & Stamp

Date