

Exhibitor Contract

This is an application for exhibit space at the **International Petroleum Technology Conference** (“Event”), which will become a binding contract (“Contract”) if the undersigned company (“Exhibitor”) satisfies the International Petroleum Technology Conference (“IPTC”) exhibitor requirements and if the application is accepted by IPTC. The undersigned company does hereby make application to participate as an Exhibitor in the Event which will be held on **12-14 February 2024** at **Dhahran EXPO, Kingdom of Saudi Arabia**. Exhibitor requests IPTC to reserve exhibit space for their use at the Exhibition. Specific booth(s) will be assigned based on first-come, first-served basis. By signing this application, the Exhibitor agrees to abide by the Exhibit Terms & Conditions mentioned overleaf and the Exhibitor Services Manual (“ESM”) of the Event, hereinafter collectively referred to as ‘Terms and Conditions’.

Exhibitor Information

Primary Contact:		Exhibit Booth Contact:	
Organisation:			
Job Title:			
Address:			
City:	Zip/Postal Code:	Country:	
Phone:	Mobile:	KSA VAT Registration Number:	
Primary Email:		Finance Contact Email:	

Exhibits Space Packages

Space Only Package (minimum 36 sqm): _____ sqm at the rate of USD 850 per sqm = USD _____

Double-Deck Space: _____ sqm at the rate of USD 430 per sqm = USD _____

Double Deck Space is for Space Only Package with sizes 72sqm above

(*Maximum second floor area must be a minimum of 30% and not to exceed 50% of the total Space Only Size)

Space Only Package USD _____ + Double Deck Space Only USD _____ = Total USD _____

Walk-In Exhibit Package (minimum 9 sqm): _____ sqm at the rate of USD 950 per sqm = USD _____

Outdoor Space Package _____ sqm at the rate of USD 325 per sqm = USD _____

***All prices are inclusive of 15% KSA VAT**

Amount in words: _____

Booth Location

1st Preference _____ 2nd Preference _____ 3rd Preference _____

Space will be allocated on a first-come, first-served basis.

Invoice to be addressed to:

Payments

PAYMENT DETAILS AND INSTRUCTIONS WILL BE SENT WITH YOUR INVOICE

Confirmation

The Individual (“Authorized Representative”) signing this Contract warrants that i) he/she has the requisite authority to bind contractually the organisation applying for exhibit space and ii) the product sought to be exhibited qualifies for the exhibition. If IPTC later determines in its sole discretion that such product does not qualify for the exhibition, IPTC can cancel the space and Contract without any refund and liability to the Exhibitor.

Signature of Authorised Representative	Date
Signature of IPTC Representative	Date

THE TERMS & CONDITIONS PRINTED OVERLEAF SHALL FORM AN INTEGRAL PART OF THIS CONTRACT

Exhibition Terms and Conditions

1. CHARACTER

The event is undertaken primarily for the technical education of its attendees. To provide the best possible atmosphere to discuss the technical application of the equipment and services displayed, the Exhibitor agrees as follows:

- a)** To exhibit only products that it manufactures, represents, or distributes, which comprise materials, equipment, apparatus, systems, services, and other component products applicable to advancing the engineering and scientific knowledge and development of energy resources.
- b)** To display such products or services in a tasteful manner so as to describe and depict the advantages of using such products or services.

2. PAYMENT/CANCELLATION/SPACE REDUCTION/RELOCATION

- a)** 50% of the exhibit space is payable no later than 30 days after invoice is raised. The remaining 50% will be paid by 12 September 2023.
- b)** Space applications will not be assigned without payment. No exhibitor will be allowed to begin move-in operations until full payment and a duly executed contract have been received by IPTC.
- c)** After space has been confirmed and accepted, a reduction in space is considered a cancellation and will be governed by the same policies as outlined below. Reduction in space can result in relocation of exhibit space at the discretion of IPTC.
- d)** Should the Exhibitor submit a cancellation from the exhibition, the following will apply:
 - 1.** If the Exhibitor cancels on or before 8 May 2023, 100% of paid amount will be refunded.
 - 2.** If the Exhibitor cancels on or before 7 August 2023, 50% of the invoiced amount will be charged as cancellation fee.
 - 3.** If the Exhibitor submits a cancellation on or after 8 August 2023, 100% of the invoiced amount will be charged as cancellation fee.
- e)** No cancellation shall be acknowledged by IPTC unless it is received in writing. The date of receipt of the cancellation request will be considered as the official date of cancellation.
- f)** IPTC has the right to resell, re-assign, or dissolve cancelled exhibitor spaces.
- g)** No-show ruling: If the Exhibitor fails to utilise the exhibit space at the time of build-up/move-in as stipulated in the Exhibitor Services Manual, IPTC reserves the right to consider the space cancelled. Approval of late build-up/move-in requests are at the discretion of IPTC. Should IPTC not be notified in writing of late requests, IPTC shall consider the space cancelled and has the right to act as per Clause 2f.
- h)** In no event shall either of the parties be liable to the other such party hereunder for any indirect or consequential losses suffered including, but not limited to, loss of profits, loss of revenue, loss of business, or business interruption.

3. RESERVATION OF RIGHTS

IPTC reserves the right, in its sole and unfettered discretion, to: determine the eligibility of Exhibitors, exhibits, and products displayed for the Event; reject, prohibit, or remove exhibits or Exhibitors which IPTC considers objectionable, inappropriate, disruptive, or offensive to IPTC, other Exhibitors, or Event attendees; change or modify the layout of the Event and/or relocate exhibits or Exhibitors; cancel, in whole or in part, the Event due to an event beyond the reasonable control of the

parties, including but not limited to, acts of God, terrorism, war (whether declared or otherwise), riots, forces of nature, action or inaction by a government agency, government regulations or advisories, disaster, threatened or actual strikes (other than strikes of venue's employees), civil disorders, curtailment of transportation or transportation facilities, political or social disturbance, or a Public Health Emergency of International Concern, outbreaks of disease, epidemics, or pandemics, including but not limited to those declared by the World Health Organisation that would make the event impossible, illegal, commercially impractical, or ill-advised ("Force Majeure Event"); change, within reasonable limits, the date, location, and duration of the Event; without any liability to IPTC, IPTC Sponsoring Organisations, their respective officers, directors, employees, agents, and each of them; from time to time to establish and amend or modify any regulations governing use of the facility and the Event; and determine whether an Exhibitor has violated any Exhibit Regulations or other Exhibit rules.

4. EXHIBIT SPACE ASSIGNMENTS

- a)** Exhibit space is assigned on a first-come, first-served basis. IPTC shall assign the exhibit space for the period of the Exhibition only.
- b)** Upon official space assignment, the exhibitor will receive a booth Confirmation Notice. Space assigned will be deemed acceptable by the exhibitor unless reflected in writing to IPTC.
- c)** IPTC reserves the right to change the floor plan at any time and without notice. IPTC may also move exhibitor to another location prior to or during the Event, if such change is deemed to be in the overall best interest of the exhibition by IPTC in its sole discretion.

5. SUBLETTING SPACE

The Exhibitor shall not assign, sublet, or apportion the whole or any part of the allotted space or exhibit therein, nor permit any other person or party to exhibit therein any other goods, apparatus, etc. not manufactured or distributed by the Exhibitor in the regular course of business, except upon prior written consent from IPTC.

6. ITEMS INCLUDED IN THE COST OF THE EXHIBIT SPACE

Each booth package includes

- Listing on the event website and mobile app.
- Two complimentary exhibitor passes per 9 sqm of exhibit space, with admittance to the exhibition, luncheons, coffee breaks, and closing ceremony.

7. INSURANCE

The Exhibitor, at their own expense, must take out insurance for fire, property, public liability and theft. The insurance must cover the full period of occupancy of the premises by the Exhibitor and its agents and employees.

8. EXHIBITOR SERVICES MANUAL

IPTC will send an Exhibitor Services Manual to the Exhibitor's primary contact as listed on the Exhibitor Application Form. Only fully paid exhibitors will receive this manual. The Exhibitor Services Manual will include information relating to participation at the exhibition, including additional exhibitor rules and regulations, official contractor forms, registration forms, exhibitor display rules, additional furniture order forms, etc.

Exhibition Terms and Conditions

9. AMENDMENTS

All matters and questions not specifically covered by the articles in this contract or in the official Exhibit Regulations shall be subject to the decision of IPTC. These matters may be amended at any time by IPTC in the overall best interest of the exhibition and notice thereof shall be binding on the exhibitors equally with the foregoing in this contract.

10. TAXES

Exhibition space costs are made free and clear of, and without any deduction or withholding for and on account of, any taxes, duties or other deductions. Any such deduction or withholding, if required by the laws of any country are the sole responsibility of the Exhibitor.

11. INDEMNIFICATION

Exhibitor shall defend, indemnify and hold harmless IPTC, its officers, directors, employees, agents and each of them, with respect to any claims, suits, damages, liabilities, losses, expenses and costs (including any legal costs) ("Claims") which IPTC, its officers, directors, employees, agents and each of them may suffer or be subject to, and which are in any way connected with the Contract or the presence of the Exhibitor, the Exhibitor's personnel or any Exhibitor Appointed Contractor ("EAC") at the Event; provided, however, that the Exhibitor's duty to indemnify, defend and hold harmless shall not extend to Claims, as are solely caused by the gross negligence or wilful misconduct of IPTC, its agents or employees. The terms of this provision shall survive the termination or expiration of this Contract.

12. LIMITATION OF LIABILITY

IPTC may be held liable for loss, injury or damages sustained by the Exhibitor or the Exhibitor's personnel (i.e. the Exhibitors' agents, servants, invitees, guests or employees) only to the extent such loss, injury or damages is solely caused by the gross negligence or wilful misconduct of IPTC or its agents or employee and not otherwise. IPTC shall not be responsible for any loss of business, loss of profits, injury, damage or expense or whatever nature that the Exhibitor may suffer due to Event cancellation as a result of a Force Majeure Event or other conditions that render the Event impracticable in IPTC's sole determination. In no event will IPTC's liability exceed the amount paid to IPTC by the Exhibitor under this Contract. Under no circumstances will IPTC be liable to the Exhibitor for indirect, incidental, consequential, special or exemplary damages (even if IPTC has been advised of the possibility of such damages) arising from any provision of this Contract, including but not limited to, the exercise by IPTC of any of its rights under this Contract.

13. PRIVACY POLICY

IPTC cares about the protection of participants' personal information. IPTC complies with applicable privacy laws, including GDPR, in collecting and processing your data. IPTC's Privacy Policy describes the information practices regarding how IPTC collects, uses, discloses, or transfers the Personal Information that participants share with IPTC or that IPTC collect about participants when participants attend one of IPTC events, visit IPTC websites, or use IPTC mobile applications. All participants maintain the right of erasure and can withdraw their consent at any time. Please visit our website at www.iptcnet.org/privacy-policy for further details on IPTC's Privacy policy.

14. GOVERNING LAW AND JURISDICTION

This Contract will be construed and enforced in accordance with the laws of the State of Texas. All disputes arising out of or in connection with this Contract shall be referred to exclusive jurisdiction to the federal and state courts of Collin County, Texas.

Return the completed form to:

International Petroleum Technology Conference, Limited
c/o SPE Middle East DMCC
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