

Exhibitor Contract

SPE Annual Technical Conference and Exhibition (ATCE)

21-23 September 2021 | Dubai World Trade Centre, Dubai, United Arab Emirates | www.atce.org

To pay by credit card, contact SPE Finance Department at +971.4.457.5819.

Exhibitor Information

Primary Contact:

Organisation:

Job Title:

Address:

City:

Zip/Postal Code:

Country:

Phone:

Email:

Website:

Space Requirements (min. 9 sqm or 100 sq. ft.)

Space Only Exhibit (min. 36 sqm): _____ sqm at the rate of USD 630 per sqm = USD _____

Walk-In Package Exhibit (min. 9 sqm): _____ sqm at the rate of USD 735 per sqm = USD _____

4 sides open (island) 2 sides open (corner) 3 sides open (peninsula) 1 side open (linear)

**Prices are inclusive of 5% VAT as per UAE Federal Decree-Law no. (8) of 2017.*

50% due upon submission of signed contract: USD _____ Remaining Balance due on/before 1 May 2021: USD _____

Amount in words: _____

Booth Location

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

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

Corporate divisions (not product lines) to be listed in the official programme (attach separate sheet if necessary).

Companies from whom you desire booth separation (attach separate sheet if necessary). SPE cannot guarantee booth separation.

Description of products and/or services to be displayed.

Payment By Bank Transfer

Bank: **HSBC Bank Middle East**
 Branch: **Jebel Ali, PO Box 66, Dubai, UAE**
 SWIFT Code: **BBMEAAD**
 A/C Name: **SPE Middle East DMCC**
 IBAN No: **AE180200000036217131100 (USD)**

Please include **21ATCE** and the name of your organisation as reference for the transfer.

SPE Sales Representatives

Sylvia Ansara, Senior Manager, Sales and Exhibits, Middle East, Africa, and South Asia
 sansara@spe.org, +971.4.457.5851

Zunaid Jooma, Sales Manager, Middle East, Africa, and South Asia
 zjooma@spe.org, +971.50.574.3805

Samir Hassan, Sales Manager, Middle East, Africa, and South Asia
 shassan@spe.org, +971.55.894.5446

Confirmation

I hereby submit this contract to confirm exhibit space for the SPE Annual Technical Conference and Exhibition (21ATCE) and agree to abide by the policies and procedures as outlined in this contract.

Signature of Authorised Representative

Date

Signature of SPE Representative

Date

SPE Internal Use Only

Contract received

Deposit received

Confirmation notice sent

Full payment received

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. RESERVATION OF RIGHTS

SPE reserves the right, in its sole and unfettered discretion, to: (i) determine the eligibility of Exhibitors, exhibits, and products displayed for the Event; (ii) reject, prohibit, or remove exhibits or Exhibitors which SPE considers objectionable, inappropriate, disruptive, or offensive to SPE, other Exhibitors, or Event attendees; (iii) change or modify the layout of the Event and/or relocate exhibits or Exhibitors; (iv) cancel, in whole or in part, the Event due to an event beyond the reasonable control of SPE—including, but not limited to, casualty, explosion, fire, lightning, utility interruption, flood, weather, epidemic, hurricane, tornado, earthquake or other Acts of God, or any law, ordinance, rule or regulation, acts of public enemies, strikes, riots, or civil disturbances (“Force Majeure Event”); (v) change, within reasonable limits, the date, location, and duration of the Event; without any liability to SPE (vi) from time to time to establish and amend or modify any regulations governing use of the facility and the Event; and (vii) determine whether an Exhibitor has violated any Exhibit Regulations or other Exhibit rules.

3. PAYMENT/CANCELLATION/SPACE REDUCTION/RELOCATION

- a)** Exhibit space involvement is payable in 50% on submission of the contract to SPE. The remaining 50% will be paid by 1 May 2021.
- 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 SPE.
- 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 SPE.
- d)** Should the Exhibitor submit a cancellation from the exhibition, the following will apply:
 1. If Exhibitor cancels prior to 1 November 2020, Exhibitor will receive a full refund.
 2. If Exhibitor cancels/reduces between 1 November 2020 and 1 May 2021, Exhibitor will be assessed a cancellation penalty equal to 50% of the total cost of cancelled/returned exhibit space.
 3. If Exhibitor cancels/reduces after 1 May 2021, Exhibitor will be assessed a cancellation penalty equal to 100% of the total cost of cancelled/returned exhibit space.
 4. If Exhibitor cancels/reduces after 1 May 2021 with an outstanding balance due, exhibitor remains responsible for the entire balance due, plus reasonable attorney’s fees to collect. Exhibitor will not be permitted to participate in future SPE events until all outstanding balances are collected.
 5. No refunds will be processed after 1 May 2021.
- e)** No cancellation shall be acknowledged by SPE unless it is received in writing. The date of receipt of the cancellation request will be considered as the official date of cancellation.
- f)** SPE 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, SPE reserves the right to consider the space cancelled. Approval of late build-up/move-in requests are at the discretion of SPE. Should SPE not be notified in writing of late requests, SPE shall consider the space cancelled and has the right to act as per Clause 4f.

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.

i) The exhibition rates should not be subject to any local or withholding taxes, invoice is to be paid in full.

j) The performance of SPE and Exhibitor in this contract is subject to cancellation, in whole or in part, without any liability to SPE or Exhibitor, due to an event beyond the reasonable control of SPE or Exhibitor, regardless of whether such event is foreseeable or known at the time of signing this contract—including, but not limited to casualty, explosion, fire, lightning, utility interruption, flood, weather, epidemic (including that declared by the World Health Organisation), disease, hurricane, tornado, earthquake, war or other Acts of God, or any law, ordinance, rule or regulation, governmental travel restriction and advisory, acts of public enemies, strikes, riots, civil disturbance, or any other occurrence that would make the holding of the Event (or any portion thereof) illegal, impossible, commercially impracticable or not advisable (“Force Majeure Event”). Notwithstanding the foregoing, in the event of an early termination due to a Force Majeure Event, SPE shall reimburse all advance payments made pursuant to this contract.

4. EXHIBIT SPACE ASSIGNMENTS

- a)** Exhibit space is assigned on SPE Priority Point System, then a first-come, first-served basis. SPE 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 SPE.
- c)** SPE reserves the right to change the floor plan at any time and without notice. SPE 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 SPE 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 SPE.

6. ITEMS INCLUDED IN THE COST OF THE EXHIBIT SPACE

- a)** Exhibit space is equally priced at USD 630 per sqm for space only (minimum reservation is 6x6 sqm), and USD 735 per sqm for walk-in package (3x3 sqm). Prices are all inclusive of taxes and applicable fees.
- b)** Walk-in package includes:

Stand Descriptions:

- Frame built-in using (Maxima) modular system, with front fascia of 3m height
- Backwalls are modular system of 2.5m height
- Exhibition grade wall-to-wall carpet

Graphics:

- Vinyl sticker for company name and stand no.
- Exhibition logo printed sticker
- Printed graphics installed in the back walls

Furniture:

- 1 x meeting table
- 3 x chairs
- 1 x information counter with front graphics
- 1 x brochure holder
- 1 x waste bin

Electrical:

- 3 x spotlights
- 1 x 3-pin socket

Exhibition Terms and Conditions

7. LIMITATION OF LIABILITY

SPE may be held liable for loss, injury, or damages sustained by Exhibitor or Exhibitor's personnel (i.e., Exhibitor's agents, invitees, guests, or employees) only to the extent such loss, injury, or damages are solely caused by the gross negligence or wilful misconduct of SPE or its agents or employees, and not otherwise. SPE shall not be responsible for any loss of business, loss of profits, injury, damage, or expense, of 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 SPE's sole determination. In no event, will SPE's liability exceed the amount paid to SPE by Exhibitor under this Agreement. Under no circumstances will SPE be liable to Exhibitor for indirect, incidental, consequential, special, or exemplary damages (even if SPE has been advised of the possibility of such damages) arising from any provision of this Agreement, including but not limited to, the exercise by SPE of any of its rights under this Agreement.

8. INDEMNIFICATION

Exhibitor shall defend, indemnify, and hold harmless SPE, its officers, directors, employees, agents, and each of them, with respect to any claims, suits, damages, liabilities, losses, expenses, and costs (including attorneys' fees) ("Claims") which SPE, its officers, directors, employees, agents, and each of them may suffer or be subject to, and which are in any way connected with the Agreement or the presence of the Exhibitor, 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 SPE, its agents, or employees. The terms of this provision shall survive the termination or expiration of this Agreement.

9. INSURANCE

The Exhibitor, at its 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.

10. EXHIBITOR SERVICES MANUAL

Approximately two months before the exhibition, SPE 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.

11. EXHIBITOR SERVICES

To ensure the configuration of a smooth installation, dismantling, and operation during the Exhibition, SPE official contractors will be appointed. Although full-time employees of Exhibitor-Appointed-Contractors, other than the SPE Official Contractors, may be authorised to gain access to exhibition areas, Exhibitor is urged to obtain required labour and services from SPE Official Contractors. No exhibitor-appointed contractors may be used for services noted as exclusive on the ATCE Official Contractors list.

12. LEAD/DATA RETRIEVAL SYSTEMS

Exhibitor understands and agrees that in exchange for its payment, it will receive solely the right to use the exhibit space. Exhibitor may use the Official Contractor for Lead/Data Retrieval System to collect information regarding persons who visit its exhibit space. The information collected with the Lead/Data Retrieval System however, is for the sole use of the company or business organisation that collects it. Exhibitor understands and agrees that, under the terms of its license, it may not attempt to develop a compilation of attendees and/or other participants of ATCE by exchanging any lead information collected at the Conference with other attendees, exhibitors, and/or other participants at the Conference or with third parties not associated with SPE. Exhibitor understands and agrees that the compilation of the attendees and/or other participants of the Conference is sole property of SPE and that ATCE offers that compilation for sale. Exhibitor agrees that it will not use any lead data collected at the Conference to attempt to develop a compilation of attendees and/or participants that would be competitive to, or could be used in lieu of, the compilation that SPE offers for sale.

13. HOSPITALITY EVENTS

Exhibitor is encouraged to hold hospitality events during the Event. However, Exhibitor is prohibited from holding these events (whether on-site or off-site) during official event hours or events. A complete listing of official events is provided in the Exhibitor Services Manual.

14. GENERAL

- a) Survival.** All provisions of this Agreement which by their nature should survive termination will survive, including without limitation, accrued rights to payment, indemnity, limitation of liability and Exhibitor's obligations as provided in Section 7.
- b) Governing Law and Jurisdiction.** This Agreement will be construed and enforced in accordance with the laws of the State of Texas. The parties submit to exclusive jurisdiction to the federal and state courts of Collin County, Texas.
- c) Severability.** If any portion of this Agreement is held to be invalid or unenforceable, all other terms and conditions shall remain in full force and effect.

Signed and approved on behalf of:

Organisation: _____

Full Name: _____

Date: _____

AUTHORISED SIGNATORY

COMPANY STAMP