



STANDARD EXHIBIT SPACE CONTRACT

Egypt Vape Expo 2024 – 24th April – 26th April 2024

Return the signed contract with deposit bank transfer to email: egypt.vape.expo@shelterinvestmentgroup.com

EXHIBITION TERMS AND CONDITIONS - Read Carefully and Avoid Misunderstandings

APPLICATION FOR PARTICIPATION AND SPACE/STAND ALLOCATION

The term 'SHELTER' refers to SHELTER Investment Group Management. And the term 'Organizer' refers to Smash Business Events LTD, the Company assigned by SHELTER to be responsible and liable for organizing the Summer Vape Expo 2024 according to the Terms and Conditions in this Contract. And the term 'Exhibitor' refers to the organization represented by the authorized signatory of this Exhibition contract and includes all employees and/or agents of such. The Exhibitor is deemed to have obtained the consent of all the individual participants to adhere to all the terms and conditions stated in this contract.

Requests for Exhibition shall be formalized using this contract form. Upon acceptance of the Exhibition request by written notification of SHELTER, a contract shall arise between SHELTER and the Exhibitor in the terms and conditions of this contract. Only those Space Contracts that are accompanied by the 25% payment after signing of the contract or invoice sent shall be considered a firm Exhibition reservation. In case of non-payment of any due sum or any breach or non-observance of any of these terms and conditions by the Exhibitor, SHELTER shall have the full right to revoke from the relationship and to withdraw from the contract. SHELTER has the full right to re-enter the allotted Exhibition and may remove and exclude the Exhibitor, without prejudice to recovering all monies payable hereunder, all other claims against the Exhibitor, and the right to recover damages sustained by SHELTER. Exhibitors with outstanding invoices or any other debts from previous editions will not be allowed to book space until all outstanding payments are cleared.

All requests for the Exhibition must contain details of the proposed exhibits to be presented by the Exhibition. Only the products/services/ organizations listed on this form may be exhibited. The Exhibitor is strictly forbidden to divide or transfer any space to a third party without prior written approval by SHELTER. Exhibitors are expected to comply with the Egyptian policies and regulations and all Government rules and regulations including chargeable fees.

SHELTER reserves the sole and exclusive right to determine any Exhibition's size, layout, and position. The Exhibitor shall accept a new Exhibition size, and layout of position if it is reasonable for SHELTER to exercise this right. The Organizer is entitled to close entrances to and exits from the trade fair grounds and halls, and to make other structural alterations. Exhibitors cannot make claims against SHELTER because of such changes. The Exhibitor must occupy the space allotted on the day before the first day of the exhibition opening. In the event of default for whatever reason the Exhibitor shall pay to SHELTER a further sum of liquidation damages equal to the total charge of the Exhibition. SHELTER reserve the right to relocate such Exhibition in any way it sees fit.

SHELTER reserves the rights, in its sole reasonable discretion, to (i) amend the rules and regulations at any time; (ii) grant or deny its consent; and (iii) apply, interpret, and enforce these rules. Any point not specifically covered in these rules is subject to the decision of SHELTER's management, whose decision shall be final.

PURPOSE OF THE EXHIBIT: To disseminate knowledge and promote Vape, E-Cigarettes Brands, and their supplies. The VAPE EXPO serves to introduce new products and services to the market. Only exhibitors whose materials are related to those purposes will be allowed to maintain displays. SHELTER reserves the right to determine whether the Exhibitor's materials are related to the purpose of the exhibition.

PAYMENTS: Exhibitors must make payments as shown in the Cost of Exhibit Space section on the front of this contract. Invoices will be submitted, and all payments must be made in US Dollars by wire transfer.

No Exhibitor shall be permitted to access unless he has paid prior to the event all of the fees agreed in this contract. The participation fees are calculated in accordance with the rates specified in this contract. The open space does not include Exhibition stand construction or any other utilities and exhibition services. SHELTER reserve the right to make an additional charge to the Exhibitor equal to any amount charged to them for any services supplied whether specifically ordered or not. SHELTER accepts no responsibility for the breakdown or failure of any of the services provided for or in connection with the Exhibition.

INSURANCE FEES: The Expo insurance fee of \$1000 shall be paid upon the contract's signature along with the 1st payment.

This fee is required to extend liability coverage to an individual or organization using the facilities.

In case of any further or additional defects, or extra fines exceeds the insurance fees the Exhibitor shall provide a full indemnification to SHELTER.

to be noted that SHELTER has sole determination to determine the refundable insurance fees in whole or in part, in case there is no committed violations.

PENALTY: In the case of the Exhibitor's violate SHELTER's instructions hereto, the Exhibitor shall charge a contractual penalty 5000\$.

In case the Exhibitor's makes trouble with any of the Organizers, the Exhibitor shall charge a contractual penalty 5000\$.

CANCELLATIONS: An Exhibitor has no right to withdraw from this contract. If the Exhibitor declares his withdrawal from the contract, he is obliged to pay the full participation fee to SHELTER. In this case, SHELTER is entitled to make other use of the rented Exhibition area. The obligation of the Exhibitor to pay the full participation fee remains even if SHELTER releases the Exhibition or re-let the Exhibition space to a third party who would otherwise have been placed elsewhere to avoid giving the impression of a gap in the Exhibition arrangement or if SHELTER redesign the rented area to avoid this impression being made.

DOWN SIZING: The Exhibitor has no right to reduce the space or the amount of this application fee after signing this Contract. If the exhibitor decides to reduce the exhibition space or the fees, there will be space reduction fees applicable to the exhibitor following the cancellation terms and conditions herein in this clause.

UPSIZING: At any time after signing this Contract, the Exhibitor may enter into a new contract for a larger space, subject to availability.

MERGERS AND ACQUISITIONS: Exhibitor's obligations under this Contract, including payment obligations, may not be waived or assigned to a third party without the prior written permission of SHELTER Management. For the avoidance of doubt, in the event that Exhibitor acquires, is acquired by, or merges with a third party, the Exhibitor shall remain liable for full payment of fees under this Contract, regardless of whether the third party has entered into its own exhibit space Contract.

COMPLIANCE WITH LAWS, RULES, AND SAFETY PRECAUTIONS: The exhibitor and his/her shall present evidence of a negative PCR test within 72 hours of travel. Also, the exhibitor shall send to SHELTER a soft copy of (VISA, and commercial registration for their company or what's equivalent legal document for it)

The exhibitor is responsible for compliance with Egyptian laws, regulations, orders, and requirements applicable to the Exhibitor's participation in the VAPE EXPO, as well as SHELTER rules. Exhibitors shall comply with applicable industry safety standards. The exhibitor agrees that it will immediately remedy any condition of its exhibit space if notified by SHELTER that the space is unsatisfactory for any reason. The exhibitor's failure to do so may result in the cancellation of the Exhibitor's space.

Compliance: Each Exhibitor covenants and agrees that it will comply with the Shelter's rules.

In case the Exhibitor dealt with any producing company for the booth production, this company shall deal with SHELTER to allow the producing company to work in compliance with the required instruction.

The Exhibitor will not be allowed to set up be delivered to the Exhibitor's booth until SHELTER receives the full space rental fee payment. Exhibitors must comply with all move-in and move-out requirements.

The Exhibitor will not be allowed to play any kind of music, as this is solely Organized by SHELTER.

Exhibitor agrees that the Organizer should receive, handle, or have in its care or custody Exhibitor's property of any kind, the Organizer is authorized to act solely for the accommodation of Exhibitor, and SHELTER shall not be liable for any loss, damage, or injury to such property.

The gift distribution "giveaways" make by the Exhibitors, shall be from hand to hand to the visitors.

RESTRICTIONS: Exhibitor's activities shall be restricted to Exhibitor's booth space only. SHELTER reserves the right to restrict, reject, prohibit, or eject any exhibit, in whole or in part, which becomes objectionable due to noise, safety hazards, or other reasons. The Organizer reserves the right to deny access to or eject any person whose behavior becomes objectionable. In any such event, no refunds will be issued.



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Sanctions for noncompliance with SHELTER's rules may result in forfeiture of all fees paid.

In the interest of safety, no person under 18 years of age will be allowed on the show floor during set-up and tear-down hours.

BOOTH PERSONNEL: Exhibitors must have staff present at the booth during all open exhibition hours. Exhibitor personnel shall always conduct themselves in a professional manner. All booth personnel must be dressed appropriately to conduct business. Inappropriate attire includes, but is not limited to, sexually suggestive or obscene outfits or costumes unrelated to the topic of the Vape EXPO.

FORCE MAJEURE: SHELTER may suspend or terminate this Contract without penalty in the event if it becomes inadvisable, impracticable, illegal, or inapplicable to hold the VAPE EXPO as scheduled due to any event beyond the control of SHELTER, If the event could not take place due to force majeure, SHELTER shall not be held liable, and no kind of compensation whatsoever shall be demanded from them. In the event of the Exhibition premises or any part or stand thereof or any facility or service pertaining to the Exhibition or the Exhibition itself being unavailable because of fire, or flood, tempest, failure of power supply, acts of war, civil commotion, strikes or lock-outs, Intervention or regulation, military activity or as a result of government intervention, labour dispute, riot, or any other case or any other circumstances or any other cause over which SHELTER have no control, or should SHELTER decide that owing to any such cause or agency it is necessary or advisable to cancel, postpone, relocate or resize the Exhibition, SHELTER shall not be liable to indemnify or reimburse the Exhibitor in respect of any damage or loss, direct or indirect arising as a result hereof. If SHELTER cancels the event because of force majeure or other circumstances beyond its control, or because it has become unreasonable for SHELTER to hold the event.

LIMITATION OF LIABILITY: SHELTER shall not be liable or responsible under any circumstances to the Exhibitor, visitor, media, and participant for the acts conduct, or omissions of any other Exhibitor or any other persons whether it's employees or otherwise nor for the consequences of any breach by an Exhibitor of any at these terms and conditions. Every Product exhibited will be at the sole risk and responsibility of the Exhibitor. And SHELTER will not be responsible for any loss or damage to or the safety of any property or of any injury to any Exhibitor or his employees, hired staff, invited guests, or agents under any circumstances whatever whether by reason of fire, water, theft, accident, or any other cause including the erection, maintenance or dismantling of stands or otherwise.

vehicles left on the trade fairgrounds by Exhibitors, their employees, or representatives, for this part, shall be the liability of the Exhibitor and shall be liable for any culpable damage to persons or property caused by him, his employees, representatives, and Exhibitors and their Exhibition Items or Exhibition installations and equipment, SHELTER is not responsible for any loss, damage or delay incurred in freight shipments (transport, handling, and clearing) Into and out of the country in which the event is held. Exhibitors are urged to adequately ensure all freight and make sure that the shipments are cleared before the start of the build-up dates to ensure that their exhibits are moved to the event site one day before the opening. Please be noted that the Organizer would NOT allow any Exhibitor to bring in any freight/exhibits into the venue 6 hours prior to the official opening of the show. Exhibitors are totally responsible for obtaining passports and visas for their officers or representatives for entrance into the country where the event is to be held. The fact that the Exhibitor is unsuccessful in obtaining these documents from the necessary government authorities will not constitute a basis for cancellation of this contract/application and it is clearly understood that no refunds whatsoever will be made.

NOTICES: Exhibitor agrees to notify SHELTER immediately if it (i) becomes insolvent; (ii) files or anticipates filing a petition for voluntary bankruptcy, reorganization, insolvency, or similar action; (iii) if Exhibitor has filed against it an involuntary petition in bankruptcy or a receiver or trustee is appointed to take possession of Exhibitor's property; or (iv) dissolution of Exhibitor voluntarily, involuntarily or by operation of law.

SERVICE MANUAL A service manual giving information, guidance, and direction to Exhibitors, Designers, and Contractors will be issued in good time. All mandatory directions contained therein must be observed except where otherwise agreed by SHELTER in writing.

All display materials and exhibits must be appropriate to the subject matter of the Exhibition in the sole opinion of SHELTER and shall not contravene any local law, moral, or custom, and in the opinion of SHELTER the Exhibitor is in breach of this clause, SHELTER may direct the Exhibitor to rectify such breach and the Exhibitor shall do so immediately. The exhibits shall not obstruct the view of adjoining exhibits nor be operated in any manner objectionable to other Exhibitors. All lighting within the exhibit must be arranged and operated so as not to be distracting to adjacent exhibits.

All sound devices operated in a manner objectionable to SHELTER shall be prohibited. The Exhibitor agrees not to without the prior written consent of SHELTER cause or permit anything to be done whether the space or any furnishings or fixtures are in any manner damaged, marred, or defaced. No Exhibitor will be allowed to remove his Exhibit from the Exhibition floor, prior to the official termination of the Exhibition, and the Exhibitor shall have an authorized representative present at the Exhibition throughout all exhibit periods and during the installation and dismantling of his exhibit. The Exhibitor expressly acknowledges that no representations - whether oral or in writing - expressed or implied - have been made concerning the amount of business to be gained from the exhibit, Its success, or that SHELTER, or any of their subsidiaries or affiliates, employees or other entities allied with them have made any guarantees or assurances concerning the event, Exhibitor further acknowledges that this document constitutes the entire Contract and the binding rules and regulations existing between the parties and that it has not been modified either verbally or in writing. No one is authorized to make any oral changes in this Contract.

JURISDICTION AND GOVERNING LAW: This Contract shall be exclusively governed by, construed, and enforced in accordance with, the laws of the Arab Republic of Egypt. Exhibitor agrees that the sole jurisdiction and venue for any litigation arising from or relating to this Contract shall be settled by the competent court in Cairo, Egypt.