

Action Impact Standard Terms and Conditions (T&Cs)

1. DEFINITIONS

Additional Supply means any additional services or goods other than the original/initial Supply;

Agreement means the Service Agreement, together with any Variations or amendments (as may from time to time be agreed in writing by the Parties), together with any Schedule(s) attached to the Service Agreement;

Client means an organization that engages the Company to provide the Supply;

Client Estimate means the agreed quotation relating to the Job, provided by the Company to the Client;

Company means an Action Impact entity;

Client Materials and Equipment means the Materials and Equipment set out in Clause 8.1, which the Client shall own on payment of 100% fees;

Crew means the personnel to be supplied by the Company in performance of the Supply, as detailed in the Service Agreement;

De-rig Date means the date, after the Job has been completed, on which the Company anticipates that it will have removed all Materials and Equipment from the Venue;

Fee means the fee to be paid by the Client to the Company in consideration for the Supply, as set out in the Service Agreement;

Intellectual Property means all intellectual property rights, including without limitation patents, registered designs, trademarks and service marks (whether registered or not), copyrights, database rights, design rights, and all similar property rights including those subsisting (in any jurisdiction) in inventions, designs, drawings, performances, computer programs, semi-conductor topographies, confidential information, business names, goodwill and the style and presentation of goods or services and the right to apply for protection of any of the above rights;

Job means the job defined in the Service Agreement;

Job Due Date means the date the Job becomes due for delivery by the Company to the Client as agreed between the Parties;

Project Change Notice (PCN) Form means the Company's standard change request form for Additional Supply;

Term has the meaning set out in Clause 6.1;

Supply means the services to be provided by the Company to the Client in relation to the Job during the Job Period as set out in the Client Estimate;

Variation means any change to the Supply, Fee or Job requested by the Client and agreed by the Company as set out in clause 3.1; Venue means the venue or venues where the Job will be carried out as detailed in the Service Agreement;

VAT means tax that is added to value of goods and or services as per UAE Tax regulations.

2. DELIVERY, PAYMENT AND ACCEPTANCE

- 2.1 The Company will deliver the Supply in return for the Client's payment of the Fee, all subject to any PCNs.
- 2.2 The Company reserves the right to charge interest on late payments at the rate of LIBOR+2%.
- 2.3 The Supply or any parts of it will be deemed accepted by the Client on delivery, unless the Client rejects in writing within 24 hours of delivery.

3. VARIATION

- 3.1 Either party may request a Variation to the Supply and/or the Fee. Only when the Parties have agreed and signed a PCN will the Variation amend the Fee, subject to these Standard Terms and Conditions. The Company will charge the Client for any additional supply at the Company's standard rates for Crew time, and for third party costs including the company's standard margin on third party costs.

4. CLIENT'S OBLIGATIONS

- 4.1 The Client will fully cooperate with the Company to enable it to provide the Supply and ensure that all sub-contractors and Crew for which it is responsible do the same. It will also obtain all licences and permissions required for any venue which it provides.

5. PAYMENT TERMS

- 5.1 Unless otherwise agreed in writing, the Client shall pay the Company 50% of the Fee on confirmation, 30% of the Fee 15 days before the Event date (exactly 15 days before the event) and the balance of 20% of the Fee on Demobilization.
- 5.2 VAT imposed by the authorities, if any, shall be borne by the Client and paid to the Company in addition to the Fee.

6. TERM, TERMINATION, CANCELLATION, POSTPONEMENT, RESCHEDULING AND FORCE MAJEURE

- 6.1 The Standard Terms and Conditions will remain in force from the Commencement Date until both Parties have fulfilled their obligations (the "Term") unless it is terminated as follows: either Party may terminate the Services by written notice if the other (i) is in breach of any material obligation which cannot be remedied, or which if capable of remedy that Party fails to remedy within seven (7) days of written notice; and/or (ii) ceases to carry on business, becomes insolvent, enters into insolvent liquidation or in any analogous circumstances. Termination of the Services shall not affect any rights or obligations subsisting at the date of termination.
- 6.2 If the Client cancels, postpones or reschedules the Job or any part of it more than 30 days before the Job Due Date, the Client will immediately pay the Company **50%** of the agreed Fee; if less than 30 days prior to the Job Due Date, **100%** of the agreed Fee. The Client must notify cancellation, postponement or rescheduling of the Job to the Company in writing.
- 6.3 Neither Party will be liable for delay or failure to perform any obligations due to an event wholly beyond the Party's control ("Force Majeure"). In the event that Force Majeure prevents a Party from carrying out its obligation for a period of 14 days or more either Party will be entitled to terminate the Services by written notice.

- 6.4 Upon cancellation, postponement, rescheduling or termination (including termination because of Force Majeure) the Company will be entitled to payment of all amounts of the Fee owing to the Company. The Client will also pay the Company any expenses and non-cancellable commitments incurred by the Company.

7. INTELLECTUAL PROPERTY

- 7.1 The Client will be entitled to use all intellectual property (including copyright and performance rights) provided by the Company in the Supply in relation to the Job during the Job Period only.
- 7.2 The intellectual property rights which the Company develops or makes specifically for the Client will be owned by the Client on full payment of the contract amount. However, the Client will be responsible for obtaining any third party intellectual property licences which are required.

8. MATERIALS AND EQUIPMENT

- 8.1 The Company agrees to Supply to the Client the Material and Equipment as set out in the Client Estimate.
- 8.2 Unless previously agreed otherwise by the Parties in writing, the Materials and Equipment shall only be used for the Job by the Company.
- 8.3 With the exception of the Client Materials and Equipment, which will be owned by the Client following the conclusion of the Job and full payment and which are included within the Fee, all other items provided as part of the job will be provided on a rental basis only and will remain the property of the Company.
- 8.4 The Client will own the Client Materials and Equipment following full payment of the Fee. The Client will be responsible and pay for transportation, handling, security arrangements and storage beyond 7 days after the De-Rig Date of Client Materials and Equipment.

9. INSURANCE

- 9.1 The Company will carry its usual corporate insurance for Contractor All Risk, Property All Risk (for its own property and goods held in trust with the company), Public Liability, Professional Indemnity and Group Life Insurance. The Client will be responsible for insuring its supplied material and equipment for the Job and any other insurance coverage over and above the Company's usual corporate insurance coverage.

10. CONFIDENTIALITY

- 10.1 Neither Party will disclose or use any Confidential Information received from the other Party without that Party's prior written permission. "Confidential Information" means all oral and written information concerning the business and affairs of either Party, including all information exchanged between the Parties about the Job but excluding information which can be established to have been already known to the Parties at the date of disclosure.

11. INDEMNITY

- 11.1 The Client shall fully indemnify the Company and hold it harmless against all losses, claims, damages, costs, charges, liabilities and actions incurred or suffered by the Company by reason of any act or omission of the Client or any breach of its obligations of the Standard Terms and Conditions.

12. LIMITATION OF LIABILITY

- 12.1 The Company's liability will be limited to direct damages and the amount of the Fee paid for the Job relating to the claim.
- 12.2 Neither Party will be liable for any consequential or indirect loss or damage or loss of profit.

13. NON-SOLICITATION

- 13.1 During the Term and for a period of six (6) months after termination or completion of the job, the Client will not induce or solicit any employee or consultant of the Company to provide service or services to the Client.

14. GENERAL

- 14.1 The Company reserves the right to sub-contract all or part of its obligations to its nominated vendors.
- 14.2 No amendment to the Standard Terms and Conditions will be valid unless executed in writing by both Parties.
- 14.3 In the event any part of the Standard Terms and Conditions are determined to be invalid, illegal or unenforceable, the remaining provisions will continue in full force and effect.
- 14.4 The relationship between the Parties is that of independent contractors.
- 14.5 Those provisions which by their nature are required to survive expiry or termination shall remain in full force and effect.
- 14.7 Notices may be personally delivered, sent by registered mail, facsimile or email.
- 14.8 The Standard Terms and Conditions are governed by the laws of the Emirate of Dubai and the laws of the United Arab Emirates applicable therein. If any dispute arises between the Parties, the Company's appointed representative and the Client's authorised personnel will promptly discuss the dispute in good faith and use their best endeavours to resolve it, failing which they will be referred to a single arbitrator appointed by the President of the Dubai International Arbitration Centre. The arbitration will take place in Dubai, UAE in English.