

UAE Supplier Terms of Business

Identity Events Management – Sole Proprietorship LLC (and/or *Identity Events Management – Sole Proprietorship LLC – Dubai Branch*)

PART 1 – CONTRACT DETAILS

Identity	Identity Events Management – Sole Proprietorship LLC, a company registered in the Department of Economic Development, Abu Dhabi with licence number CN-4705158, whose registered office is 213, LLJ Business Centre, Al Jazira Sports Club, Abu Dhabi, United Arab Emirates; and/or Identity Events Management – Sole Proprietorship LLC – Dubai Branch, a branch office registered with the Department of Economy and Tourism with licence number 1158158, whose registered office is Tanvi Business Center Branch, Floor M, Office No. C-04, P.O. Box 5000356, Hor Al Anz East, Dubai, UAE.
Identity Trading Address	Office 213, LLJ Business Centre, Al Jazira Sports Club, Abu Dhabi, United Arab Emirates / Office No. 3204-029 owned by Sigma Investment FZC, Dubai Marina, Dubai, United Arab Emirates
Identity Representative	The Identity Representative will be confirmed in each Purchase Order.
Supplier	As specified in the executed agreement.
Supplier Trading Address	As specified in the executed agreement.
Supplier Representative	As specified in the executed agreement.

The Parties wish to enter into this Agreement, the terms of which will govern the supply of Goods and Services to Identity by the Supplier, such Goods and Services to be as set out in the relevant Purchase Order.

PART 2 – TERMS AND CONDITIONS

1. Definitions and Interpretation

1.1 Definitions

Applicable Laws: all applicable laws, legislation, statutory instruments, regulations and governmental guidance having binding force whether local, national or international in any relevant jurisdiction.

Business Day: a day other than a Saturday, Sunday or public holiday in the UAE, when banks in the UAE are open for business.

Identity Client: Identity's own client in relation to a Project.

Change: any change to this Agreement including to any of the Goods or Services or to any of the Purchase Orders.

Change Request: a request submitted by a party to effect a Change, setting out the detail of the Change and any impact on the Goods and/or Services, any milestones and the Fees.

Cancellation Event: (a) the Identity Client notifies Identity that it is, for any reason including related to Pandemic, cancelling the Project; (b) the Identity Client notifies Identity that it shall be delivering the Project in a different location, including by allowing virtual attendance of some or all delegates; and/or (c) the Identity Client notifies Identity that it intends to postpone the Project and Identity is unable to accommodate the re-scheduled dates.

Confidential Information: information in whatever form (including written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of a company for the time being confidential to that company and trade secrets including, without limitation, technical data and know-how relating to the business of that company or of any Group company or any of their suppliers, customers, agents, distributors, shareholders, management or business contacts, whether or not such information (if in anything other than oral form) is marked confidential.

Control: the power to direct or cause the direction of management and policies of a Person, either directly or indirectly, whether through ownership of voting securities, the power to appoint or remove a majority of the members of the board of directors or equivalent governing body, or the power over a majority of voting rights, whether by operation of law, by contract or otherwise. The terms **Controlling**, **Common Control**, **Controlled by** and **under Common Control with** shall be construed accordingly, and a **Change of Control** occurs if a person who Controls any body corporate ceases to do so or if another person acquires Control of it.

Deliverables: all documents, products, materials and Services developed or provided by the Supplier or its agents, subcontractors and personnel as part of or in relation to the Goods and/or Services in any form, including without limitation those items specified within any Purchase Order.

DIFC: Dubai International Financial Centre.

Fees: the charges payable by Identity for the supply of the Goods and/or Services by the Supplier as set out in the relevant RFP.

Goods: the goods specified in the Purchase Order.

Group: in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.

Identity Materials: all materials, equipment and tools, drawings, specifications and data supplied by Identity to the Supplier.

Intellectual Property Rights: all patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use and protect the confidentiality of confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or

unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world in any medium.

KPIs: the key performance indicators set out in the relevant RFP.

Pandemic: a widespread national outbreak of infectious disease (including the disease known as coronavirus disease (COVID-19)) as determined by the World Health Organisation.

Party: Identity and Supplier are each individually a Party to the Agreement, and jointly are the **Parties**.

Policies: Identity's mandatory policies as amended from time to time and any policies provided by the Identity Client and shared with the Supplier from time to time.

Project: the Identity project for which the Goods and/or Services are being provided as set out in the Purchase Order.

Purchase Order: the written order that Identity provides to the Supplier for Goods and/or Services, which will include the RFP and set out the price for the Goods and Services.

Representative: Identity Representative or Supplier Representative, as the case may be.

Restricted Person: any person employed or engaged by Identity at any time during the Term in a senior role who has or had material contact or dealings with the Supplier, or any person employed or engaged by Identity at any time during the Term in relation to the receipt of the Goods or Services who has or had material contact or dealings with the Supplier.

RFP: the detailed request for proposal issued by Identity setting out the price, activities, timetable, dependencies and sequence of events which the Supplier shall perform, or procure the performance of, when delivering the Goods or Services, together with the specification of the Goods and Services agreed between the parties.

Services: those services specified in the Purchase Order.

Service Credits: the amount payable to Identity by the Supplier in relation to failure to meet the KPIs as set out in the relevant RFP.

Special Terms and Conditions: the special terms and conditions, if any, set out in Schedule 2.

Step-in Trigger Event: any of the following events: (a) failure to deliver Goods or Services as specified in the Agreement; (b) failure to meet quality or performance standards specified in the Agreement; (c) insolvency or bankruptcy of the Supplier; (d) breach of a material term of the Agreement, such as a failure to comply with Applicable Laws; (e) Force Majeure Events that prevent the Supplier from fulfilling its obligations under the Agreement.

Supplier Materials: all materials, other than the Deliverables, provided to Identity by the Supplier which are necessary or desirable to enable Identity to receive and use the Goods and/or Services.

UAE: United Arab Emirates.

1.2 Interpretation

1.2.1 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time, and includes any subordinate legislation made under it.

1.2.2 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.2.3 A reference to **writing** or **written** includes email.

1.2.4 In the event of any conflict between the Contract Details and the Terms and Conditions, the Contract Details will take precedence.

1.2.5 In the event of any conflict between the Schedules and the main body of the Terms and Conditions, the relevant Schedule will take precedence.

1.2.6 In the event of any conflict between the Schedules, the following order of precedence will apply: (i) Special Terms and Conditions (Schedule 2); (ii) the relevant RFP; (iii) Rebate Schedule (Schedule 3).

2. Commencement and Term

2.1 This Agreement commences on the Commencement Date and shall continue in force for a period of 3 years (**Initial Term**), unless terminated earlier in accordance with its terms, when it shall automatically terminate, unless the Parties agree in writing no less than 1 month prior to the expiry of the Initial Term to extend the Agreement for a further 12 months (**Renewal Term**). At least 1 month prior to the end of the first Renewal Term the Parties may agree to extend the Agreement for a further 1-year Renewal Term. If no extension is agreed the Agreement will terminate automatically at the end of the first Renewal Term. The Initial Term and the Renewal Term together will be the **Term**.

3. Orders

3.1 Identity may at any time provide the Supplier with an RFP.

3.2 If Identity issues an RFP to the Supplier, then: (a) Identity shall submit an RFP for Goods or Services requesting the Supplier submit a corresponding draft response; (b) the Supplier shall, at its cost and expense, submit a response within 5 Business Days of the date of the RFP unless the Parties agree otherwise in writing; (c) the Supplier shall promptly provide all necessary advice, support and assistance as may be required by Identity in considering the response; (d) the Supplier shall promptly update and amend the response from time to time as necessary; (e) the Supplier and Identity shall sign the RFP when it is agreed; and (f) on signature of the RFP by both parties, Identity shall issue a Purchase Order for the relevant Goods or Services.

3.3 Identity shall be entitled to amend or withdraw a Purchase Order by giving the Supplier notice in writing in relation to any Goods or Services where performance or delivery has not commenced.

3.4 Each Purchase Order shall constitute a binding obligation on the Supplier to supply the Goods and/or Services in accordance with the terms of the Purchase Order and this Agreement.

3.5 No variation to a Purchase Order shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of each party.

3.6 The Parties may agree Special Terms and Conditions at any time in writing. Any applicable Special Terms and Conditions will be added to Schedule 2 and incorporated into this Agreement.

3.7 No Purchase Orders shall be placed following the date on which notice is validly served to terminate this Agreement, or the date on which the Agreement expires pursuant to clause 2.1.

3.8 Each Purchase Order shall form part of and be interpreted in accordance with the provisions of this Agreement.

4. Supply of Services

4.1 The Supplier shall supply the Goods and/or Services to Identity in accordance with this Agreement.

4.2 In delivering the Goods and performing the Services the Supplier shall meet any performance dates specified in the Purchase Order.

4.3 The Supplier undertakes, represents and warrants to Identity that the Supplier shall:

(a) provide any Goods and perform the Services with the highest level of care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade; (b) co-operate with Identity in all matters relating to the supply of the Goods and Services, and comply with all instructions of Identity; (c) appoint and, at the written request of Identity, replace without delay a manager who shall have authority to contractually bind the Supplier on all matters relating to the Goods and Services; (d) only use personnel who are suitably skilled and experienced to perform the tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in full and on time; (e) ensure that any travel and subsistence arrangements between the Supplier and its personnel comply with all Applicable Laws; (f) ensure, at its own cost, that it obtains and maintains all consents, licences and permissions (statutory, regulatory, contractual or otherwise) necessary to comply with its obligations in the Agreement and to comply with all local customs, byelaws, consents, licences and permissions in the jurisdiction and location in which the Goods are to be delivered and/or Services are to be performed; (g) ensure that the Goods, Services and Deliverables conform in all respects with the description set out in this Agreement and are fit for any purpose expressly made known to the Supplier or implied by the nature of the Goods, Services or Deliverables; (h) provide all equipment, tools, vehicles and other items required to provide the Goods and Services whether included within the Purchase Order or not; (i) ensure that the Deliverables, and all goods, materials, standards and techniques used in providing the Goods and Services, are of the highest quality and are free from defects in workmanship, installation and design; (j) comply with (i) all Applicable Laws; and (ii) the Policies; (k) observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of Identity's premises and at all third-party sites at which the Goods and Services may be provided; (l) maintain a health and safety policy (and provide such policy to Identity if requested) and not take any actions putting Identity or anyone else at risk; (m) hold all Identity Materials in safe custody at its own cost and risk, maintain them in good condition until returned to Identity or delivered to any third party nominated by Identity in writing, and not dispose of or use the

Identity Materials other than in accordance with Identity's written instructions or authorisation; (n) not do or omit to do anything which may cause Identity to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business; (o) notify Identity in writing immediately upon the occurrence of a Change of Control of the Supplier; and (p) comply with any reasonable vetting and accreditation procedures notified to it in advance by Identity in respect of all Supplier personnel employed or engaged in the provision of the Goods and/or Services.

4.4 Identity shall have the right, in its absolute discretion, to require the Supplier not to use specified individuals employed or engaged by the Supplier, or by a subcontractor of the Supplier, in the supply of the Goods and/or Services. Identity shall not exercise this right in breach of any law.

5. Key Performance Indicators

5.1 The Supplier will perform the Services in accordance with the KPIs.

5.2 Failure to comply with the above quality standards shall entitle Identity to deduct Service Credits from the Fees in accordance with the relevant Purchase Order. This remedy shall be non-exclusive and without limitation to Identity's other rights and remedies.

5.3 If the Supplier fails to meet any KPIs twice in any single Project or in two consecutive Projects, Identity will be entitled to terminate this Agreement.

6. Contract Management and Reporting

6.1 Each Party shall appoint a Representative to act as the main point of contact for the other Party in respect of all day-to-day matters relating to the supply of the Goods and Services and this Agreement.

6.2 The Parties shall ensure that the Representatives meet at least annually to discuss progress and any disagreements which may arise.

6.3 The Supplier shall ensure that the Supplier Representative provides a status report for submission to Identity in accordance with the RFP, detailing progress towards any milestones and whether the Supplier has achieved the KPIs in the relevant period.

7. Change Control Procedure

7.1 Where either party sees a need to change this Agreement (or any of its provisions, including the Goods, Services or Purchase Orders), a Change Request shall be submitted by the requesting party to the other. Such Change shall be agreed only once the Change Request is signed by both parties.

7.2 Until such Change is made in accordance with Clause 7.1, the parties shall, unless otherwise agreed in writing, continue to perform this Agreement in compliance with its terms prior to such Change.

7.3 Any discussions which may take place in connection with a request or recommendation before the authorisation of a resultant Change shall be without prejudice to the rights of either Party.

7.4 Any Services or other work performed by the Supplier or Goods provided to Identity which have not been agreed in accordance with the provisions of this Clause 7 shall be undertaken entirely at the expense and liability of the Supplier.

8. Delivery, Title and Risk

8.1 The Supplier shall supply the Goods and/or Services in accordance with the instructions and date(s) specified in the Purchase Order. Time is of the essence for delivery of the Goods and Services.

8.2 The Supplier shall ensure that: (a) any Goods are marked and delivered in accordance with Identity's instructions and any Applicable Laws or requirements of the carrier and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course; and (b) each delivery of any Goods is accompanied by a delivery note showing the Purchase Order number, date of order, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered.

8.3 Unless otherwise agreed by Identity in writing, any Goods shall be delivered during business hours with transportation charges and any other applicable charges pre-paid by the Supplier.

8.4 Identity and, if applicable, the Supplier shall inspect any Goods as soon as practicable following delivery and agree an inventory of the quality and quantity delivered. If Identity in its reasonable opinion considers any of the Goods to be in an unsuitable condition or of the wrong quantity, Identity shall notify the Supplier, which shall promptly arrange repair, correction or replacement within twenty-four (24) hours of such notification. If the Supplier has not fully remedied the position by the expiry of such period, Identity shall be entitled to enforce its remedies under Clause 13.

8.5 Unless otherwise specified, the Supplier shall be responsible for installing, commissioning and decommissioning any Goods.

8.6 Identity shall not be deemed to have accepted any Goods until it has had a reasonable period of time to inspect them following delivery or, if later, within a reasonable period after any latent defect has become apparent.

8.7 The Supplier shall give Identity prior written notice of the delivery of any Goods having a hazard to the health and safety of persons or property, identifying those hazards and giving full details of any precautions to be taken.

8.8 Where Identity is purchasing any Goods: (a) title to the Goods shall pass to Identity upon the earlier of delivery or the first payment by Identity in respect of the Goods; and (b) risk in the Goods shall only pass to Identity upon delivery in accordance with this Agreement.

8.9 If title in the Goods passes to Identity prior to delivery, the Supplier shall store the Goods separately and ensure that the Goods are fully insured until risk passes to Identity.

8.10 Where Identity is hiring Goods: (a) title to the Hire Goods shall remain the property of the Supplier; (b) the Supplier irrevocably permits Identity and its contractors to use the Hire Goods

in accordance with the manufacturer's instructions during the hire period; and (c) Identity shall have no liability for any loss or damage to, or theft of, Hire Goods not caused by the negligence of Identity.

9. Fees and Payment

9.1 The Fees payable by Identity in respect of each Purchase Order for Goods or Services are contained in the relevant RFP.

9.2 Where the Fees are calculable on a time and materials basis, the Supplier will keep time sheets showing the hours worked by each of its personnel and will produce them to Identity for accounting purposes if requested.

9.3 The Supplier will be responsible for all out-of-pocket expenses incurred by it and its personnel in the performance of its obligations. For the avoidance of doubt the Supplier will not be reimbursed separately for these expenses.

9.4 In consideration for the provision of the Services, Identity shall pay the Fees to the Supplier in accordance with this Clause 9.

9.5 Identity and the Supplier may agree rebates in respect of the Fees. If rebates apply, full details will be agreed in writing by the Parties and included in Schedule 3.

9.6 All amounts payable by Identity under this Agreement are exclusive of value added tax (**VAT**).

9.7 The Supplier shall submit invoices for the Fees plus VAT if applicable, and Identity shall pay such Fees in accordance with the payment schedule set out in the RFP.

9.8 Each Supplier invoice shall include all supporting information reasonably required by Identity.

9.9 Except as referenced above, Identity shall pay all invoices that it has determined are valid, undisputed and compliant in all respects with the Agreement within 30 days of the date of receipt.

9.10 In the event that the Supplier has failed to provide any Goods and/or Services in accordance with this Agreement, Identity may withhold the Fees payable in connection with the relevant Goods and/or Services.

9.11 Identity may, upon reasonable prior written notice, set off any amount owed by the Supplier against any amount due to the Supplier under this Agreement or under any other agreement between the Supplier and Identity.

10. Intellectual Property

10.1 All Intellectual Property Rights in the Deliverables shall vest in and remain at all times the property of Identity. The Supplier assigns (or shall procure the assignment) to Identity absolutely, with full title guarantee, all right, title and interest in any such Intellectual Property Rights, and the Supplier shall do all such things and sign all documents necessary to vest all such Intellectual Property Rights in Identity and to enable Identity to defend and enforce such rights.

10.2 The Supplier hereby grants Identity and its successors and assignees a perpetual, irrevocable, transferable and royalty-free licence (including the right to sub-license) to use all Supplier Materials to the extent required to enable Identity to enjoy and receive the benefit of the Goods, Services and/or Deliverables.

10.3 Identity grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and use the Identity Materials for the term of the Agreement for the purpose of providing the Goods and/or Services to Identity.

10.4 The Supplier warrants that: (a) use by Identity of the Goods and/or Services and the Deliverables shall not infringe the Intellectual Property Rights of any third party; (b) it has not, and shall not, grant or assign any rights of any nature in part or all of the Deliverables to any third party; and (c) it has all applicable permissions and licences required to provide to Identity any third-party material as part of the Goods and/or Services.

10.5 The Supplier shall indemnify Identity against all liabilities, costs, expenses, damages and losses (including direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and professional costs) suffered or incurred by Identity arising out of or in connection with any claim for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the receipt, use, sub-licensing or onward supply of the Goods, Services or Deliverables. This Clause 10.5 shall survive termination of this Agreement.

10.6 The Supplier acknowledges that Identity may sub-license the rights granted in this Clause 10 to any part of Identity's Group and any Identity Client.

11. Limitation of Liability

11.1 Nothing in this Agreement shall limit or exclude either Party's liability for fraud or fraudulent misrepresentation, for death or personal injury caused by negligence, or for any liability which cannot legally be excluded or limited.

11.2 Nothing in this Agreement shall exclude or limit the Supplier's liability under Clause 21 (Confidentiality), Clause 22 (Data Protection), Clause 23.2 (Taxation), or the indemnity at Clause 10.5.

11.3 Subject to Clauses 11.2 and 10.5, neither Party is liable, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with the Agreement for any indirect, special or consequential losses or damage.

11.4 Subject to Clauses 11.1 and 11.2, the Supplier's total aggregate liability in connection with the Agreement shall in no circumstances exceed 200% of the Fees paid or payable under the Agreement.

11.5 Subject to Clause 11.1, Identity's total aggregate liability in connection with the Agreement shall in no circumstances exceed 100% of the Fees paid or payable under the Agreement.

12. Insurance

12.1 During the term of the Agreement and for a period of six years thereafter, the Supplier shall ensure that it has in place insurance with reputable insurers, including as a minimum: (i) Professional Indemnity insurance of USD 1,000,000 or more per occurrence; (ii) Workmen's Compensation insurance of USD 1,000,000; (iii) Employer's Liability insurance of USD 1,000,000 for each and every occurrence and unlimited in the annual aggregate; and (iv) Public Liability insurance of USD 2,000,000 or more per occurrence, together with such insurance as is required by Applicable Law (**Insurance Policies**).

12.2 The Supplier shall on request supply to Identity copies of such Insurance Policies and evidence that the relevant premiums have been paid.

12.3 The Supplier shall always comply with all terms and conditions of the Insurance Policies and shall notify Identity without delay if cover under the Insurance Policies lapses, is not renewed or is changed in any material way.

13. Remedies of Identity

13.1 Where there is any breach of the Supplier's warranty in Clause 4, Identity may: (a) require the Supplier to prepare and submit a remediation plan within such timeframes as Identity shall require; (b) require the Supplier, at its expense, within 5 days after receipt of notice (or within 24 hours if during the agreed delivery period) either to re-execute the Services or to provide a full refund of the Fees (if paid); (c) refuse to accept any further deliveries or performance of the Goods and/or Services; (d) recover from the Supplier any expenditure reasonably incurred by Identity in obtaining substitute supplies from another supplier; (e) carry out at the Supplier's expense any work reasonably necessary to make the Goods and/or Services comply with the Agreement; and/or (f) claim such damages as may have been incurred by Identity as a result of the Supplier's breach.

13.2 Any remedy under the Agreement shall be without prejudice to any other right or remedy which has already accrued, or subsequently accrues, to Identity.

13.3 If Identity exercises any right under Clause 13.1 in respect of Goods, Identity may at its absolute discretion require the Supplier to collect the relevant Goods forthwith or return them to the Supplier at the Supplier's cost.

14. Termination

14.1 Identity shall be entitled to terminate the Agreement without cause by giving the Supplier not less than 30 days' prior written notice without liability. If Identity exercises this right, any Purchase Orders will continue subject to the terms of this Agreement until the relevant Goods are delivered or Services are completed.

14.2 Without affecting any other right or remedy available to it, Identity may terminate this Agreement together with all Purchase Orders with immediate effect by giving written notice to the Supplier if: (a) there is a Change of Control of the Supplier; or (b) the Supplier's financial position deteriorates to such an extent that in Identity's opinion the Supplier's capability to fulfil its obligations has been placed in jeopardy; or (c) the Supplier fails to comply with Applicable Laws in the field of environmental, social or employment law; or (d) the Supplier commits a material breach of Clause 4.

14.3 Without affecting any other right or remedy available to it, either Party may terminate the Agreement and all Purchase Orders with immediate effect by giving written notice to the other party if: (a) the other Party commits a material breach of any term of the Agreement which breach is irremediable or (if remediable) fails to remedy that breach within 7 days after being notified in writing to do so, or, where the breach concerns Goods or Services where time is of the essence, the Supplier fails to remedy that breach within 3 hours after being notified in writing to do so; (b) the other Party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up, having a receiver appointed to any of its assets or ceasing to carry on business; or (c) the other Party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

14.4 Following termination, Identity's sole liability in respect of the Goods and/or Services shall be to pay the Supplier for any costs properly incurred prior to the date of termination, provided that the Supplier submits a valid invoice within 30 days of such date.

14.5 Any provision of the Agreement that expressly or by implication is intended to continue in force on or after termination or expiry shall remain in full force and effect.

14.6 Termination or expiry of the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry.

15. Obligations on Termination

15.1 On termination of the Agreement the Supplier shall: (a) immediately deliver to Identity any Confidential Information of Identity, all Deliverables (whether or not then complete) and any Identity Materials in the possession of the Supplier; and (b) if so requested by Identity, provide all assistance reasonably required by Identity to facilitate the smooth transition of the Services to Identity or any replacement supplier.

16. Post-Termination Restrictions

16.1 In order to protect the legitimate business interests of Identity, the Supplier covenants with Identity that it shall not (except with the prior written consent of Identity): (a) solicit or entice away (or attempt to solicit or entice away) from Identity the business or custom of any Restricted Customer; (b) be involved with the provision of goods or services to any Restricted Customer; (c) solicit, entice or induce, or endeavour to solicit, entice or induce, any Restricted Person of the other party with a view to employing or engaging that Restricted Person; (d) employ or engage, or offer to employ or engage, a Restricted Person of the other party; or (e) carry on or be engaged, concerned or interested in any business concern which is (or intends to be) in competition with the business of Identity in the UAE.

16.2 The Supplier shall be bound by the covenants set out in Clauses 16.1(b) and 16.1(e) for a period of 3 months after termination, and by the covenants set out in Clauses 16.1(a), 16.1(c) and 16.1(d) for a period of 6 months after termination.

16.3 A **Restricted Customer** shall mean any firm, company or natural person who is a client of Identity on any Project for which the Supplier is providing the Services or Goods.

16.4 Notwithstanding Clause 16.1, the Supplier may employ or engage any Restricted Person who has responded directly to a bona fide recruitment drive either through a recruitment agency or via a public advertisement.

16.5 In the event of a breach of Clauses 16.1(c) or 16.1(d) which results in a Restricted Person leaving Identity and being employed or engaged by the Supplier, the party in breach shall pay to the other party by way of liquidated damages an amount equivalent to 6 months' salary of the Restricted Person.

16.6 The provisions in Clause 16.5 shall be without prejudice to a party's ability to seek damages or claim injunctive relief.

17. Force Majeure

17.1 **Force Majeure Event** means an event beyond the reasonable control of the affected party including act of God, fire, flood, abnormal weather conditions, war, riot, civil commotion or terrorism, but excluding failure of supplies of power, fuel, transport, equipment, raw materials or other goods or services, any strikes or industrial dispute relating to the Supplier and/or its subcontractors, or the negligence or lack of funds of the Supplier. For the avoidance of doubt, other than in respect of Clause 18, Pandemic-related events do not constitute Force Majeure Events.

17.2 Neither Party shall be in breach of this Agreement nor liable for any delay in performing, or failure to perform, any of its obligations if such delay or failure results from a Force Majeure Event, provided that such Party complies with the obligations set out in this Clause 17.

17.3 The Affected Party shall immediately notify the other in writing of the matters constituting the Force Majeure Event and shall keep that party fully informed of their continuance and of any relevant change of circumstances.

17.4 The Affected Party shall take all reasonable steps available to it to minimise the effects on the performance of its obligations.

17.5 If the Force Majeure Event continues for longer than 15 days, Identity may, whilst the Force Majeure Event continues, immediately terminate the Agreement or the relevant Purchase Order by notice in writing to the Supplier.

18. Project Delays and Cancellation

18.1 Where the timing of the Project changes and/or preparations for the Project are delayed, Identity may review the timeline for delivery or performance of the Services and any Key Date set out in the Purchase Order.

18.2 Subject to Clause 18.3, Identity may in its sole discretion, as a result of any changes to Key Dates arising from its review under Clause 18.1, and subject to giving the Supplier at least one month's written notice: (a) extend the Purchase Order by a period of up to 12 months from the date of expiry of the Purchase Order; and/or (b) revise any dates for payment of the Fees as is reasonably necessary to address any delays to Key Dates.

18.3 In the event that Identity exercises its discretion under Clause 18.2 to extend the Purchase Order, the parties shall consider what consequential amendments are needed, including any variations to the KPIs, milestone dates and any increase or decrease in the Fees (with any increase limited to the relevant increase in the Consumer Price Index).

18.4 In the event that a Cancellation Event occurs, Identity shall be entitled to terminate the relevant Purchase Order immediately on written notice. Upon such termination, Identity shall pay the Supplier for any costs properly incurred prior to the date of termination but shall have no further liability to the Supplier.

18.5 The Supplier acknowledges that adverse effects of a Pandemic or other circumstances may result in Identity needing to omit or remove work from a Purchase Order. The Supplier agrees to such reduction in scope and shall not in any circumstances be entitled to recover or make a claim against Identity in respect of loss of profit or loss of opportunity in connection with any commensurate reduction in the Fees.

19. Marketing and Branding

19.1 Where requested by Identity, the Supplier shall ensure that all staff acting for and on behalf of the Supplier shall wear Identity-branded clothing provided by Identity whilst on any site where requested. In circumstances where Identity does not provide branded clothing, the Supplier shall ensure all staff wear unbranded black clothing with a branded high-visibility vest (provided by Identity) and appropriate personal protection equipment (provided by the Supplier).

19.2 The Supplier will not publish, refer to, comment upon, acknowledge or announce any Goods, Services or Deliverables completed in accordance with this Agreement or the name or any trademarks of Identity, without the express written consent of a Director of Identity.

20. Subcontracting

20.1 The Supplier may not, without Identity's prior written approval, assign, novate, transfer, sublicense, subcontract, charge or otherwise deal in this Agreement or any of its rights or obligations (in whole or in part). Where any such approval is granted, the Supplier shall remain liable to Identity for the performance of all of its obligations and shall include in any sub-contracts (i) the same payment terms as set out in Clause 5 (Fees) and (ii) the right to terminate the sub-contract if the sub-contractor fails to comply with legal obligations in the fields of environmental, social or labour law. Any changes to the sub-contractors must be pre-approved in writing by Identity. Nothing in this Agreement shall restrict Identity from assigning, novating, transferring or otherwise dealing in this Agreement or its rights and obligations as it sees fit in its sole discretion from time to time.

21. Confidentiality

21.1 Each Party shall at all times keep any Confidential Information of the other secret and confidential, and not at any time during the period of this Agreement, and for a period of 5 years after termination, disclose it to any third party, except as permitted by Clause 21.2.

21.2 Each Party may disclose the other party's Confidential Information: (a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the Party's obligations under the Agreement; and (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

21.3 Neither Party shall use the other Party's Confidential Information for any purpose other than to perform its obligations under this Agreement.

21.4 Identity and the Supplier acknowledge that Identity's own client in relation to the Project shall have the right to publish Identity's compliance with its obligation to pay undisputed invoices within the specified payment period.

22. Data Protection

22.1 The Supplier shall comply with its obligations under the General Data Protection Regulation (Regulation (EU) 2016/679) and any other Applicable Laws relating to the protection of Personal Data (together the **Data Protection Legislation**).

22.2 Identity will collect and process information relating to the Supplier in accordance with Identity's Data Protection Policy.

22.3 The Supplier shall, in relation to any Personal Data processed under or in connection with this Agreement: (a) use and process the Personal Data only for the purpose of fulfilling its obligations under this Agreement and only in accordance with Identity's express instructions; (b) comply with the express instructions or directions of Identity from time to time; (c) promptly inform Identity if, in the Supplier's opinion, an instruction from Identity infringes the Data Protection Legislation; (d) not disclose or transfer the Personal Data to any third party or personnel unless necessary for the provision of the Services, and obtain the prior written consent of Identity for any such disclosure or transfer; (e) keep the Personal Data confidential; (f) take reasonable steps to ensure the reliability of any personnel who have access to the Personal Data; (g) ensure that only those personnel who need access to the Personal Data are granted access on a need-to-know basis, and that all such personnel are informed of its confidential nature, are under a contractual and/or statutory obligation to keep it confidential, and are periodically trained on applicable privacy and information security requirements; (h) ensure that at all times it has in place appropriate technical and organisational measures to guard against unauthorised or unlawful processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data; (i) not process or otherwise transfer any Personal Data outside of the UAE without Identity's prior written consent; (j) assist Identity in responding to any data subject access request and with ensuring compliance with its obligations under the Data Protection Legislation; (k) notify Identity without undue delay on becoming aware of a Personal Data breach; (l) at the written request of Identity, delete or return Personal Data and any copies thereof to Identity on termination of this Agreement unless required by Applicable Law to store the Personal Data; and (m) maintain complete and accurate records and information to demonstrate compliance with this Clause 22 and allow for audits by Identity or Identity's designated auditor.

23. Taxation

23.1 The Supplier shall be fully responsible for and shall indemnify Identity for and in respect of any Tax (howsoever arising or assessed) and any other liability, deduction, contribution, assessment or claim arising from or made in connection with this Agreement, the provision of any Supplies pursuant to this Agreement or any payment or benefit received by any person engaged by the Supplier to perform the Supplies.

23.2 The Supplier shall further indemnify Identity against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by Identity in connection with or in consequence of any such liability, deduction, contribution, assessment or claim.

24. Corrupt Gifts or Payments

24.1 For the purposes of this Clause 24, **Prohibited Act** means any of the following:

- to directly or indirectly offer, promise or give any person working for or engaged by the Identity Client or Identity a financial or other advantage to induce or reward improper performance of a relevant function or activity;
- to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or reward for improper performance of a relevant function or activity in connection with this Agreement;
- committing any offence under UAE Penal Code relating to bribery and corruption, under legislation concerning fraudulent acts, or defrauding or attempting to defraud the Identity Client; or
- any activity, practice or conduct which would constitute one of the offences listed above if carried out in the UAE.

Relevant Requirements means all Applicable Laws relating to bribery, corruption and fraud, including the provisions of UAE Penal Code relating to bribery and corruption.

24.2 The Supplier represents and warrants that neither it, nor to the best of its knowledge any of its staff or sub-contractors, has at any time prior to the date of this Agreement committed a Prohibited Act, been formally notified that it is subject to investigation or prosecution relating to an alleged Prohibited Act, or been listed by any government department or agency as debarred or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

24.3 The Supplier must not commit a Prohibited Act, or do or suffer anything to be done which would cause Identity, the Identity Client or any of their employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements.

24.4 The Supplier shall during the Term: (a) establish, maintain and enforce policies and procedures adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act; (b) keep appropriate records of its compliance and make such records available to Identity on request; (c) if required by Identity, within 20 Working Days of the date of this Agreement, and annually thereafter, certify to Identity in writing that the Supplier and all associated persons are compliant with the Relevant Requirements; and (d) have, maintain and enforce an anti-bribery policy to prevent it and any Supplier staff, sub-contractors

or persons acting on the Supplier's behalf from committing a Prohibited Act. This policy must be disclosed to Identity on request.

24.5 The Supplier shall immediately notify Identity in writing if it becomes aware of any breach of Clause 24.2, or has reason to believe that it or any Supplier staff or sub-contractors have been subject to investigation or prosecution relating to an alleged Prohibited Act, been listed by any government department or agency as debarred or ineligible, received a request for any undue financial or other advantage in connection with the performance of this Agreement, or otherwise suspects that any person connected with this Agreement has committed or attempted to commit a Prohibited Act.

24.6 If the Supplier makes a notification under Clause 24.5, the Supplier shall respond promptly to Identity's enquiries, co-operate with any investigation and allow Identity to audit relevant books and records.

24.7 If the Supplier breaches Clause 24.5, Identity may by notice require the Supplier to remove any personnel whose acts or omissions have caused the breach, or immediately terminate this Agreement for material default.

25. Step-In Rights

25.1 On the occurrence of a Step-In Trigger Event, Identity and/or the Identity Client may serve a **Step-In Notice** on the Supplier setting out: the Required Action; the Step-In Trigger Event that has occurred; the date on which Identity wishes to commence the Required Action; the time period believed to be necessary; whether access to the Supplier's premises will be required; and, to the extent practicable, the anticipated impact on the Supplier's obligations.

25.2 Following service of a Step-In Notice, Identity and/or the Identity Client shall take the Required Action and any consequential additional action it reasonably believes is necessary, keep records of action taken, co-operate wherever reasonable with the Supplier, and act reasonably in mitigating any costs the Supplier will incur.

25.3 For so long as and to the extent that the Required Action is continuing: the Supplier shall not be obliged to provide the Services to the extent they are the subject of the Required Action, though the Supplier shall remain liable for the supply of the Goods and/or Services; no deductions shall be applicable in relation to the Fee in respect of the Goods and/or Services subject to the Required Action; and Identity shall pay to the Supplier the Fee after subtracting any applicable deductions and Identity's and/or the Identity Client's costs of taking the Required Action.

25.4 Before ceasing to exercise its step-in rights, Identity and/or the Identity Client shall deliver a **Step-Out Notice** to the Supplier specifying the Required Action actually taken and the **Step-Out Date**.

25.5 The Supplier shall, following receipt of a Step-Out Notice and not less than 20 Working Days (or 24 hours if within 10 Working Days of the start of the Project or during the Project) prior to the Step-Out Date, develop for Identity's approval a **Step-Out Plan** relating to the resumption by the Supplier of the Services.

25.6 If Identity does not approve the draft Step-Out Plan, it shall inform the Supplier of the reasons. The Supplier shall revise the plan accordingly and resubmit it. Identity shall not withhold or delay its approval unnecessarily.

25.7 The Supplier shall bear its own costs in connection with any step-in by Identity, provided that Identity shall reimburse the Supplier's reasonable additional expenses incurred directly as a result of step-in action taken where the primary cause of the Step-In Notice is not the result of the Supplier's default.

26. Audit, Transparency and Provision of Information

26.1 The Supplier will provide full transparency to Identity in relation to any costs applied to the provision of the Goods and/or Services and shall disclose to Identity any element of fee or profit for the Supplier.

26.2 The Supplier shall maintain complete and accurate books and records relating to this Agreement and shall allow Identity and/or its agents to access, inspect and audit the Supplier's records, accounts and other relevant information and premises at reasonable times on reasonable prior notice solely to assess compliance with the terms of this Agreement. Where such access, inspection or audit is required by a governmental authority or regulator, the Supplier shall allow such inspection or audit at any time without limit to the number of such inspections or audits. Identity will pay the costs of any audits unless a discrepancy is revealed, in which case the costs shall be paid by the Supplier.

27. Severance

If a provision of this Agreement is, becomes or is found to be illegal, invalid or unenforceable (in whole or in part), such provision shall be deemed severed, and the legality, validity and enforceability of the remainder of this Agreement shall not be affected.

28. Notices

28.1 Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be: (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at the address given in this Agreement or as otherwise notified in writing to the other party; or (b) sent by email to the address specified above.

28.2 Unless proven otherwise, any notice or communication shall be deemed to have been received: (a) if delivered by hand, at the time the notice is left at the address or given to the addressee; (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume (being 9.00 am to 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt).

This clause does not apply to the service of any proceedings or other documents in any legal action or other method of dispute resolution.

29. Entire Agreement

29.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

29.2 Each party acknowledges that in entering into this Agreement it does not rely on any statement, representation, assurance or warranty that is not set out in this Agreement, provided that nothing in this Agreement shall limit or exclude any liability for fraud or fraudulent misrepresentation.

30. No Variation

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

31. Counterparts

This Agreement may be executed in any number of counterparts, each of which, when executed, shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. Electronic signatures shall be valid and binding to the same extent as original signatures.

32. Third Party Rights

32.1 Unless expressly stated otherwise and subject to Clause 32.2, a person who is not a party to this Agreement shall not have any rights under the Contract Law DIFC Law No. 6 of 2004 to enforce any term of this Agreement.

32.2 This Agreement shall be enforceable against the Supplier by the Identity Client.

32.3 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.

33. No Waiver

A waiver by either party of any of the terms or conditions of this Agreement in any instance shall not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof. Waivers of any rights or remedies under this Agreement may only be given in writing, and no failure to exercise or delay in exercising any right or remedy shall operate as a waiver of that or any other right or remedy.

34. Assignment and Transfer

The Supplier may not assign, novate, transfer, sublicense, subcontract, charge or otherwise deal in this Agreement or any of its rights or obligations (in whole or in part) without the express prior written consent of Identity. Identity may assign, novate, transfer or otherwise deal in this Agreement and its rights and obligations as it sees fit in its sole discretion from time to time, and by entering into this Agreement the Supplier hereby consents to any novation of this Agreement from Identity to the Identity Client.

35. Dispute Resolution, Governing Law and Jurisdiction

35.1 If any dispute arises between the parties out of or in connection with this Agreement, the matter shall be referred to the Representatives of each party who shall use their reasonable endeavours to resolve it.

35.2 If the dispute is not resolved within 14 days of the referral being made under Clause 35.1, it will be referred to the Finance Director of Identity and a director of equivalent standing at the Supplier who will use their reasonable endeavours to resolve the dispute within 14 days.

35.3 Until the parties have completed the steps referred to in Clauses 35.1 and 35.2 and have failed to resolve the dispute, neither party shall commence formal legal proceedings except that either party may at any time seek urgent interim relief.

35.4 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of DIFC.

35.5 Each party irrevocably agrees that the courts of DIFC shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Schedule 2 – Special Terms and Conditions

To be agreed in writing between the parties and incorporated into the Agreement at the time of execution.

© Identity Events Management. These terms govern the supply of goods and services to Identity by approved suppliers. For supplier onboarding enquiries, please contact us via the details provided on our website.