

EXHIBITOR CONTRACT FOR THE JUST LOVE FESTIVAL

This Exhibitor agreement (hereinafter referred to as the "Agreement") effective from [to insert date] is made on[to insert date] between:

New Sampradaya Company Ltd, represented by its director, Ms Ambigadevi Cunoosamy, having its registered address at 7th Floor, 51 Rue du Savoir, Cybercity, Ebene, 1704-01, Mauritius (hereinafter referred to as "Organiser").

ON THE ONE HAND

AND

....., represented by its director
/ Individual **[to insert name of the Individual]**, having its registered address at (or Individual) residing at [to insert address], (hereinafter referred to as the "Exhibitor").

ON THE OTHER HAND

(Each a 'Party' and collectively referred to as the 'Parties')

RECITALS

WHEREAS, Just Love Festival (hereinafter "JLF") will take place from 15 December 2022 to 18 December 2022 organised at Domaine Ravnita Events Lounge & Gardens, Deux Bras, New Grove in Mauritius (hereinafter referred to as the "Site"); and

WHEREAS, the Exhibitor wishes to perform during the said period.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. SUBJECT MATTER OF THE AGREEMENT

1.1 The Exhibitor will be provided with a covered stand pavilion in the size: 3 m x 3 m for the shop.

2. RESERVATION AND PAYMENT CONDITIONS, CANCELLATION

2.1 The demurrage for a single exhibition location is: a) rs12,500 MUR plus 15% VAT for

individuals and single person businesses; b) rs30,000 MUR plus 15% VAT for companies; c) rs50,000 MUR plus 15% VAT for food/drinks vendors. Other operating and connection costs, e.g. for electricity, garbage, water, etc. are included.

- 2.2 50% pre-payment is due on 15th October 2022 after your registration has been accepted by the Organiser. Remaining 50% is due on 15th November 2022. The Organiser decides on the admission. No entitlement to admission to the exhibition can be derived from the submission of the application. Full payment is required for a binding reservation. The reservation is valid if the payment has been credited to the Organiser's bank account or given in cash and confirmed in written form.

3. WITHDRAWAL / CANCELLATION FEES

- 3.1 Until the confirmation of the Organiser, the cancellation of the registration is possible within a notice period of 14 days in written form, up to a maximum of 4 weeks before the start of the event. Thereafter, a cancellation fee will be charged.
- 3.2 In case of cancellation, 50% of the fixed price must be paid up to 4 weeks before the start of the festival. After expiry of this period, the Exhibitor is not entitled to a refund of the stand fee. In case of cancellation between the 4 week and 0 days before the start, 100% cancellation fees will be charged.

4. OPENING HOURS OF THE FESTIVAL AND PARKING

- 4.1 The Site is open to visitors daily during the festival from 9:00 a.m. to 11:00 p.m. (EXCEPT on 15 December 2022, 1:00 p.m. to 10:00 p.m.).
- 4.2 On 12-14 December 2022, the site will be open from 10:00 a.m. - 8:00 p.m. for the construction of your personal sales area.
- 4.3 A free parking space will be provided per Exhibitor. The day before the start of the festival, on 14 December 2022, there is the possibility to load and unload the camping van near the Site. This possibility does NOT exist during the festival when visitors are present.

5. SET-UP AND DISMANTLING TIMES, CONTRACTUAL PENALTY

- 5.1 The following installation times apply: 12-14 December 2022 from 10:00 a.m. - 8:00 p.m. Loading and unloading space is available on 12-14 December 2022 from 10:00 a.m. - 8:00 p.m. If a provider has not yet completed the construction at this time, the Organiser

of the JLF reserves the right to charge the financial damage caused by the delayed opening as a contractual penalty of rs50,000 MUR + VAT. This contractual penalty is due immediately and can be paid on site in cash, but no later than 5 days after the end of the festival to the account of the Organiser.

- 5.2 Dismantling times: 19-20 December 2022 from 8:00 a.m. - 8:00 p.m. Dismantling BEFORE 19 December 2022 is not permitted. The Organiser reserves the right to charge a contractual penalty of rs50,000 MUR + VAT in the event of violation. The loading zone is open on 19 December 2022 from 8:00 a.m. Note: The loading zone is only accessible from parking zone, NOT through the festival grounds.
- 5.3 The stand, must be completely vacated in a cleaned condition until 20 December 2022 at 8:00 p.m.*.
- 5.4 In order to avoid complaints due to amplifier systems, such systems must be operated more quietly on the instructions of the Organiser or switched off when required.

6. WASTE DISPOSAL

Only waste generated at this event may be disposed of.

7. LIABILITY AND RESPONSIBILITY OF THE EXHIBITOR

- 7.1 The Organiser shall not be liable for damages caused by the Exhibitor, or any of its representatives, and those for which the Exhibitor is responsible, unless such damages, resulting from gross negligence, is caused by the Organiser.
- 7.2 The Exhibitor shall provide documentary evidence of (i) liability insurance for the required amount in the sum of rs50,000 MUR + VAT, (ii) a valid travel trade card (and possibly tax number where applicable) and a valid execution permit for the operated business. Furthermore, the Exhibitor is responsible for compliance with the provisions of the law (building regulations, hygiene regulations, etc.).

8. FORCE MAJEURE AND INSURANCE

- 8.1 No failure or omission the Parties in the performance of any obligation under this Agreement shall be deemed a breach of this Agreement or create any liability if the same arises on account of force majeure, which term shall include any event or cause beyond the control of the Parties acts or omissions of any government, or agency thereof, rebellion, insurrection, riot, sabotage, invasion, quarantine, restrictions, strike, lock out

and transportation embargoes, provided that the party relying on this Section shall forthwith after any such event give written notice to the other party of its inability to perform such obligation and the reasons therefore. If force majeure continues for a period of more than three (3) months, without the parties hereto being able to develop an alternative satisfactory arrangement, then either party has the option of immediately terminating this Agreement.

8.2 The Exhibitor may obtain insurance against these risks at his own expense.

8.3 Any damages incurred by the Exhibitor, as a result of the above risks, must be reported by the Exhibitor immediately to the Organiser, represented by the JLF team, in the event of criminal offences to the police.

9. ADVERTISING

9.1 Each Exhibitor may only advertise within his own stand and exclusively for the goods offered by him. Advertising outside the market tent is not allowed. This also includes the distribution of brochures. Advertising measures that violate competition law regulations, legal prohibitions or morality are not permitted. Advertising measures that have an ideological or political character or that harass other Exhibitors or trade fair visitors are also prohibited. Advertising materials in such violation may be confiscated and secured by the Organiser for the duration of the event.

9.2 Advertising (fireworks, posters, newspaper advertisements, etc.) for the event is the responsibility of the Organiser.

10. SAFETY

10.1 The Organiser shall ensure security on the Site through his JLF team and hired security. The Organiser is entitled to carry out the necessary control measures at each exhibition stand. The Exhibitor shall be responsible for the individual stand guarding and any damage or loss of goods.

10.2 The Organiser shall be present on the entire Site for the construction, running and dismantling times of the event. Directions and guidelines may be issued in that connection. The Exhibitor shall abide by such directions and guidelines.

11. CLEANING

The Organiser shall be responsible for the general cleaning of the Site. The cleaning of the Exhibitor's own stand shall be the responsibility of the Exhibitor and must be completed daily before the start of any event.

12. IN CASE OF CANCELLATION OR FAILURE OR SHORTENING

12.1 The Organiser is entitled to postpone, shorten, temporarily or end the Just Love Festival in case of compelling reasons for which the Organiser is not responsible.

12.2 The Exhibitors shall be entitled to a refund of 75% of the Exhibitor fees in such exceptional cases and in all cases of force majeure as defined above. The other share of the Exhibitor fee shall be retained for advertising costs and administrative expenses. Claims for damages are excluded.

12.3 If the execution of the JLF is shortened, the stand rent shall be reduced accordingly and the excess amount will be refunded.

13. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable in a judicial proceeding, the remainder of this Agreement shall remain operative and binding on the Parties.

14. AMENDMENTS AND WAIVERS

13.1. Neither this Agreement nor any of its terms and conditions may be terminated, amended or waived orally, save and except by an instrument in writing, mutually agreed by the Parties.

13.2 The performance or observance of any provision of this Agreement may be waived in whole or in part and any period of time relating to such performance or observance may be extended from time to time, by mutual written agreement of the Parties

15. GOVERNING LAW AND JURISDICTION

This Agreement is governed by, and is to be construed in accordance with laws of Mauritius. The Mauritian Courts shall have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, this Agreement.

The place of jurisdiction for both parties to the contract shall be the registered office of the Organiser. Should any clause of this contract be or become invalid, this shall not

affect the validity of the remaining clauses shall remain unaffected. All claims of the Exhibitor against the Organiser, regardless of the legal grounds, expire within six months after the last official festival day. All changes or additions to this contract must be made in writing in order to be effective.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be duly executed on day of 2022.

Drawn up and executed in two originals at

.....

[To insert Name of Organiser's
representative]

Date:

.....

[To insert Name of Exhibitor'
representative]

Date: