



Event Date: October 22-25, 2025

Event Venue: Kenyatta International Convention Center, Harambee Avenue Nairobi, Kenya 2025

EXHIBITOR AGREEMENT - Updated September 24th, 2024

Terms & Conditions

(Note: this 2025 Exhibit Agreement Terms and Conditions form your binding contract with ASEZE)

Glossary

“ASEZE” – Africa Special Economic Zones Expo Ltd

“Exhibitor” – Party contracting with ASEZE for an exhibition booth or sponsorship arrangement

BOOTH DESCRIPTIONS: Booth spaces are sold as Regular and Corner configurations.

Regular booths are 10'x10' and can be purchased in multiples that are connected to make longer booths, such as three Regular booths making a 10' x 30' space. A Corner booth is any 10' x 10' space that is open to two sides at the end of an aisle and can be purchased alone or in addition to adjoining Regular spaces. Adjoining Corner booths, commonly called “end-caps,” cannot be purchased. Island Booths are spaces of 20' x 20' or larger open on all sides to aisles. All booths include skirted table, two chairs, carpet and back drape.

CONTRABAND: Tobacco, firearms, alcoholic beverages, and sexually explicit products may not be brought onto, advertised or marketed on the exhibit floor.

AGE RESTRICTIONS: You must be 18 years or older to enter the Exhibit Hall during move-in or move-out and 12 to enter the Exhibit Hall at any other time. **Children under the age of 18 are not allowed** on the exhibit hall floor, lecture rooms or in Expo Workshops. Babies *in carriers* are the only exception (no strollers allowed on show floor).

ASSIGNMENT OF SPACE: Assignment of space is on a first come, first served basis. ASEZE assignment of space is final and shall constitute an acceptance of the Exhibitor's commitment to pay for and occupy space. ASEZE reserves the right to move/assign exhibits to different locations than initially assigned. After assignment, space location may not be changed by Exhibitor without the written consent of ASEZE. ASEZE reserves the right to refuse exhibit space applications in its sole discretion.

PAYMENT TERMS: For space reserved on or before April 31st, 2024, 25% of the Total Booth Contract Cost is due upon reservation, and the balance of 75% is due by May 30th, 2024. After May 30th, 2024, booth space reservations must be accompanied by 100% of the Total Booth Contract Cost. Booths not paid in full by May 30th, 2024, are subject to relocation or cancellation at ASEZE's discretion with exhibitor's first payment made during reservation retained by ASEZE as a cancellation fee. Wire and credit card fees are nonrefundable. A wire fee of \$100 will be charged to process refunds. Early bird discounts run up to April 31st, 2025 and deadline for booking is August 25th, 2025.

REFUNDS/CANCELLATIONS/BOOTH DOWNSIZING POLICY: As the Expo dates approach, it becomes increasingly costly for ASEZE to re-sell cancelled exhibit booth spaces. Exhibitors that wish to cancel or downsize all or a portion of their reservation commitment must do so in writing to exhibit@aseze.africa. Such written notice will be deemed accepted on the date received by ASEZE. Wire and credit card fees are nonrefundable. A wire fee of \$100 will be charged to process refunds. Cancellations and booth downsizings are subject to the following cancellation schedule:

BOOTH CANCELLATIONS – All amounts based on total contracted booth rates.

Prior to April 31st, 2025: 25% Cancellation Fee

May 1st, 2025 to June 31st, 2025: 50% Cancellation Fee

July 1st, 2025 to September 30th, 2025: 75% Cancellation Fee

After August 25th, 2025: 100% Non-Refundable

BOOTH DOWNSIZE FEE - All amounts based on total contracted booth rates.

Prior to April 31st, 2024: No Downsize Fee

May 1st, 2025 to June 31st, 2025: 50% of the Booth Fee Difference

July 1st, 2025 to September 30th, 2025: 75% of the Booth Fee Difference

After October 1st, 2025: 100% of the Booth Fee Difference

TRAVEL DOCUMENTS - Exhibitors will not be eligible to receive a refund or deferral if they have not organized their travel documents in time to attend Expo. Exhibitors are responsible for the timely organization of all travel documents (valid passport, visa application, etc.), and failure to do so will not be an eligible reason for either a refund or deferral.

INSURANCE – MANDATORY: All exhibitors are required to carry insurance with minimum requirements as outlined in Rules and Regulations. Exhibitors who do not submit insurance prior to load in, will have booth freight held until insurance is verified. No exceptions. **COVID, HEALTH DIRECTIVES:** Exhibitors shall follow all COVID or similar health-related rules, regulations, and policies (collectively “directives”) governing the Exhibit Hall and its use, as they may be issued or amended by health officials in the ministry of health and local authorities, and as Exhibitors shall be directed by ASEZE, including, but not limited to capacity, vaccinations and masking. Exhibitors acknowledge and agree that such directives are sometimes changed with little or no advance notice, over which ASEZE has no control, but with which Exhibitors must nevertheless comply. Such changes shall not be deemed grounds for termination under Force Majeure, unless they cause a cancellation of the Expo as provided in the paragraph below.

EXHIBITOR APPROVED CONTRACTORS - Contractors should be aware that some exhibition venues or unions working at them restrict contractor access to members of those unions or have other access restrictions. It is the sole responsibility of each exhibitor contractor to confirm its ability to perform its services at the venue in advance of the Expo. ASEZE will not be responsible for any loss, cost or expense suffered by any contractor who is denied access to an exhibition venue on account of such restrictions.

FORCE MAJEURE: The performance of this 2025 Exhibitor Agreement (“Agreement”) by each party is subject to acts of God, war, government regulation or advisory, acts and/or threats of terrorism, civil disorder, fire, flood, explosion, earthquake, disasters, accidents or other calamity or casualty, labor dispute, strikes or threats of strikes, epidemic,

pandemic, curtailment of transportation facilities, and any other cause or circumstance beyond the control of such party making it illegal, impossible or impractical to hold or attend the Expo. Without limiting the foregoing, if ASEZE in its reasonable discretion determines that it is likely to be unsafe or economically inadvisable to hold the Expo on the planned dates, regardless of its foreseeability, ASEZE may in such case cancel the Expo by written notice given to Exhibitor no later than June 30th, 2025. Either party may terminate or suspend its obligations under this Agreement if such obligations are delayed or prevented by any of the above events or circumstances to the extent such events or circumstances are beyond the control of the party whose performance is prevented. Upon any such cancellation, all fees, deposits and prepayments by Exhibitor in connection with the Expo shall be applied to the following year's Expo. ASEZE may, in its sole discretion upon a detailed written application by Exhibitor, refund such fees, deposits and prepayments, if Exhibitor shows good cause why it cannot exhibit at the following year's Expo.

INDEMNIFICATION: Exhibitor agrees to indemnify, defend, and hold harmless ASEZE and all of their directors, officers, employees, agents, representatives, partners, affiliates, and contractors from and against any and all liabilities and claims, including attorney fees and other legal expenses, arising directly or indirectly from any act or failure by exhibitor of or in any way related to exhibitor's performance of the 2025 Exhibitor Agreement Terms and Conditions or these Rules and Regulations For Exhibitors 2025.

GOVERNING LAW, VENUE AND ATTORNEYS' FEES: This Agreement will be governed by, and its provisions enforced in accordance with, the laws of Kenya, without regard to its principles of conflicts of laws. Any controversy or claim arising out of or relating to this Agreement or the breach thereof, shall be settled by arbitration administered by Kenyan courts which shall award costs and reasonable attorneys' fees to the prevailing party.

SEVERABILITY: If any provision of this Agreement or its application shall be invalid or unenforceable, that provision shall be reformed so as to preserve the parties' intent to the greatest extent possible, failing which, such provision shall be severed from this Agreement, and the remainder of the Agreement shall continue in full force and effect.

ENTIRE AGREEMENT: This Agreement constitutes the entire agreement and understanding between the Exhibitor and ASEZE with respect to its subject matter and supersedes all prior or contemporaneous communications between the parties.

MODIFICATION: This Agreement may be changed, waived, discharged or terminated only by an instrument in writing, signed by Exhibitor and ASEZE.

NOTICES: All notices of legal claims under this Agreement shall be in writing and in the English language and shall be given personally, by registered mail (with return receipt), or by email (and if by e-mail with a confirmation of receipt) or by a recognized express courier (such as DHL) to the other party entitled to notice at the address set forth below or at such other address as such party shall notify the other party in the same manner. Notices shall be deemed given upon receipt.

If to Exhibitor:

To any address(es) submitted to ASEZE during the online contracting process.

If to ASEZE:

Africa Special Economic Zones Expo,
Triple Two Address, Forth Floor, Office No. 4D.
Eastern Bypass, Kamakis, Ruiru, Kenya.

Attn: Chief Executive Officer, E-mail: solomon@aseze.africa