

Venue Booking Agreement – Terms & Conditions of Hire

This Agreement is binding between the School and the Licensee whereby the School agrees to grant a non-exclusive license to the Licensee to use the Designated Area. The Licensee's booking for each event, once accepted and confirmed in writing to the Licensee, will represent a contract between the School and the Licensee and will be governed by the following terms and conditions. The Licensee is hereby requested to read these terms and conditions carefully to understand before proceeding with the booking. Feel free to contact us via email (activitiesmanager@forteseducation.com) should you need any clarification.

It is AGREED as follows:

1. DEFINITIONS

1.1 In this Agreement, unless inconsistent with the context or otherwise specified, the following words shall have the following meanings:

"Application Form" means a prescribed form document as provided to the Hirer by the School from time to time in respect to the hiring of the venue;

"Agreement" means this agreement as may be varied or amended from time to time in accordance with this Agreement including the Schedules and Recitals;

"Authorised Representative" means in respect of each Party the person described in Schedule 1 (or his or her successor or superior notified in writing to the other Party);

"Booking Period" means the period of any Working Day or Days reserved by the Licensee;

"Confidential Information" means all proprietary and confidential information or Personal Data of the Parties and that of the Students, Participants, the Parties' clients or suppliers whether commercial, financial, technical or otherwise (whether oral, in writing, machine readable or in any other form) and material (whether electronically recorded, in writing or otherwise) which by its very nature should obviously be treated as secret and confidential and which the Parties desire to protect against unrestricted disclosure or competitive use or which is designated as such, including without limitation:

- (a) information relating directly or indirectly to the School's business, including details of know-how, strategies, ideas, operations, compliance information, processes, methodologies and practices; and
- (b) information supplied to the School by suppliers which the School is authorised to disclose; and
- (c) information relating directly or indirectly to the School's plans, intentions, know-how, market opportunities and business affairs or those of its Students (including potential Students) and clients; and

- (d) works of authorship, products and materials written and prepared by either Party in relation to this Agreement including computer programs, data, diagrams, charts, reports, specifications, sketches, inventions and working papers or similar materials of whatever nature or on whatever media relating thereto; and
- (e) any information resulting directly or indirectly from the discussions or negotiations relating to this Agreement and all copies, notes, records and all related information (in any form) generated by either Party based on or arising from any disclosures for this Agreement; and
- (f) the terms of any agreement reached by the Parties or proposed by either Party (whether agreed or not) in connection with the Agreement;

"**Data Protection Laws**" means all applicable statutes, laws, secondary legislation or regulations pertaining to privacy, confidentiality and/or the protection of Personal Data or corporate data including Federal Law No. 3 1987, Federal Law No. 5 of 1985, Federal Law No. 8 of 1980, Federal Law No. 1 of 2006 and its corresponding Dubai Law No. 2 of 2002 relating to Electronic Transactions and Commerce;

"**Designated Area**" means the area forming part of the Facilities, which is allocated to the School for the purpose of this license to the Licensee;

"**Indemnity**" means a prescribed form of indemnity as provided to the School by the Licensee from time to time in respect of this license;

"**Intellectual Property Rights**" means all current and future copyright, trademarks or rights in databases, inventions or trade secrets, know-how, rights in designs, trade and business names, domain names, marks and devices (whether or not registered) and all other intellectual property rights and applications for any of those rights (where such applications can be made) capable of protection in any relevant country of the world;

"**Licensee**" means the person or persons (individual, company or otherwise) who is granted a non-exclusive license to use the School's facilities based on availability and who signs this Agreement either on his/her own behalf as an individual or on behalf of a company or on behalf of everyone in its group that is taking part in the event. In such case, the Licensee will be responsible to ensure that all members of its group are aware of this Agreement's terms and conditions as the same will apply on all members of that group. The term Licensee will also include the Licensee's Staff and customers, if any;

"**License Fee**" means the consideration payable to the School for the grant of the license pursuant to this Agreement;

"**Party**": The School and the Licensee is together referred to as Parties and each a Party.

"Personal Data" means any data or information which relates to an individual (including Staff, Participants and Students) and which is held by or is under the control of either Party and, to the extent the Data Protection Laws apply to data or information which relates to a corporate entity, "Personal Data" shall include such data and information;

"Regulatory Authority" means an organisation who has the responsibility of supervising and/or regulating the School including the UAE Knowledge and Human Development Authority (KHDA), and the UAE Ministry of Education;

"Required Documentation" means the documentation listed in Schedule 4;

"School" means Sunmarke School LLC located at Jumeirah Village Triangle with its registered office at P.O. Box 24857, Dubai, United Arab Emirates;

"Seasonal Block Bookings" mean bookings of a recurring nature;

"Staff" means in respect of either Party any staff engaged by such Party (including employees, agents and sub-contractors) in connection with this Agreement; with respect to the Licensee, the term Staff will include the Licensee's customers, if any;

"Students" means students of the School and their parents or guardians;

"Tax" means any federal, Emirate, local and/or other rates, taxes, Value Added Tax (VAT), levies, fees, assessments, impositions or charges of any kind whatsoever, together with any interest and any penalties or additions and regardless of whether compliance with such taxation regime is compulsory or voluntary with respect thereto, including without limitation any net income, gross income, gross receipts, sales, use, ad valorem, transfer, franchise, profits, license, lease, service, service use, value added, withholding, excise, severance, stamp, documentary, occupation and property taxes, fees and duties;

"Term" means the booking duration of this Agreement;

"Trademarks" means all of the registered and unregistered trademarks listed in Schedule 5; and

"Venue" or **"Facility"** refers to any of the venues or facilities set out in the List of Facilities in Schedule 2;

"Working Day" means the days on which the School facilities are open for business.

2. INTERPRETATION

In the interpretation of this Agreement, unless the context or subject matter otherwise require:

- (a) one gender includes the others;
- (b) the singular includes the plural and the plural includes the singular;

- (c) a reference to a person includes a body corporate;
- (d) a reference to a Party includes the party's executors, administrators, successors and permitted assigns;
- (e) reference to a statute, enactment, ordinance, order, regulation or provision of a statute or regulation ("**Statutory Provision**") includes:
 - (i) that Statutory Provision as amended or re-enacted from time to time; and
 - (ii) a statute, regulation or provision enacted in replacement of that Statutory Provision;
- (f) reference to money is to US Dollar, unless otherwise stated;
- (g) the word "including" and similar expressions are not words of limitation;
- (h) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
- (i) a reference to a Schedule or Clause is a reference to a schedule or clause to or of this Agreement;
- (j) headings are for convenience only and do not form part of this Agreement or affect its interpretation;
- (k) a provision of this Agreement must not be construed to the disadvantage of a Party merely because that Party was responsible for the preparation of the Agreement or the inclusion of the provision in the Agreement; and
- (l) if an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day.

3. PARTIES

- (a) If a Party consists of more than one person, this Agreement binds each of them separately and any two or more of them jointly.
- (b) An obligation, representation or warranty in favour of more than one person is for the benefit of them separately and jointly.
- (c) A Party which is a trustee is bound both personally and in its capacity as a trustee.

4. PRECEDENCE

- 4.1 If there is any conflict or inconsistency between the terms in the various parts of this Agreement, the terms and conditions of the Agreement excluding the Schedules will prevail over those in the Schedules.

5. LICENSE

- 5.1 Subject to satisfaction of the conditions set out in Clause 5.6, the School hereby appoints the Licensee to use the booked Venue within the Designated Area during the Booking Period.

- 5.2 The Licensee agrees and undertakes to follow such directions in relation to the usage of the Facilities as the School may notify to the Licensee from time to time.

- 5.3 The Licensee shall ensure that all members of its Staff comply with all reasonable security and other procedures and regulations (including without limitation health and safety policies) required by and implemented by the School, at the premises, which are notified to the Licensee from time to time.

- 5.4 The Licensee shall at the reasonable request of the School replace any member of the Licensee's Staff with another acceptable to the School.

- 5.5 Along with a booking application, the Licensee shall upload the Required Documentation on the School's online booking portal (<http://booking.forteseducation.com/sunmarke-school/>).

- 5.6 The grant of the license under the terms of this Agreement is subject at all times to satisfaction of the following conditions:

5.6.1 the School's approval of the Required Documents;

5.6.2 there being no conflict in schedules for use of the School's facilities and/or the Designated Area;

- 5.7 The School may require the Licensee to amend this Agreement at any time, at its election.

- 5.8 The Licensee's event and activities shall at all times conform to the School's ethos and educational objectives, as communicated to the Licensee by the School from time to time.

- 5.9 The School shall provide the Licensee with the use of toilets accessible from the Designated Area. The Licensee shall not, and shall ensure that Participants do not, access any areas other than the Designated Area without express written permission from the School. The Licensee shall use the facilities strictly during the time booked and on the specified date(s) in accordance with the booking.

- 5.10 The Licensee, along with its staff, must not litter inside any Facility or within 4 metres of an entrance to a Facility.

- 5.11 The Licensee, along with its staff, shall not smoke inside any Facility within the School's premises or within 4 metres of an entrance to a Facility.
- 5.12 No alcohol, illegal and/or offensive substances or items, weapons, glass or sharp objects or oversized items of any kind and animals are permitted inside any Facility.
- 5.13 The use of cameras, audio and video recorders, and other recording devices is strictly prohibited inside any Facility unless a prior written consent had been provided by the School specifically to this effect.
- 5.14 Under no circumstances will the Licensee be allowed to sub-let the booking(s) that has been agreed and if found to be doing so, the Licensee will forfeit the remainder of their booked time and will be liable to pay the full License Fee for the booked time.
- 5.15 Offensive or inappropriate behaviour, of any kind whatsoever, will not be tolerated and will result in immediate eviction from the Facility without refund of any booking or other fee.
- 5.16 The Licensee must ensure that all children under 15 years of age be accompanied and supervised by an adult aged 21 years or older at all times inside the Facility.
- 5.17 The Licensee understands that surveillance cameras are in use inside the Facilities of the School.
- 5.18 The School reserves the right to temporarily close any Facility/Venue or part therein, for any reason whatsoever, including without limitation, circumstances beyond the School's control or in the interest of public safety or due to any emergency or inclement weather or closure is ordered by any Government authority, with or without prior notice. The School also reserves the right to temporarily close all or part of the Facility by serving reasonable prior notice where such closure is reasonably required for maintenance and construction works. The School's decision shall be final and conclusive in this regard. Also, the School shall not bear any liability whatsoever in respect of such closure and/or booking cancellations.
- 5.19 The Licensee must promptly report to the School any health or safety concern sighted inside the Facility.
- 5.20 An authorised representative of the School shall have the right at any time to access the Designated Area for the purpose of ensuring compliance by the Licensee with its obligations under this Agreement.
- 5.21 The Licensee agrees and undertakes to bear the cost of repair, replacement or other reinstatement (at the election of the School) of any property of the School to which damage is caused due to the Licensee's negligence or performance of any nature.
- 5.22 This Agreement shall not be construed as an establishment of a partnership in law, an employer/employee relationship, nor principal and agent relationship between the School and the Licensee. The Parties acknowledge that the Licensee is acting as a contractor independent to the School.

5.23 No failure or delay by either Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof or a waiver of any other rights, powers or remedies and no waiver of a Party shall be effective unless it is given in writing signed by a duly authorised representative of the Party.

6. LICENSE FEE

6.1 Except as otherwise specified herein, the Licensee shall pay the License Fee to the School in accordance with the payment profile set out in Schedule 3.

6.2 The License Fee shall be payable to the School by the Licensee at the time of each booking, subject to the School's confirmation of acceptance in writing.

6.3 The School shall be entitled in addition to the License Fee, to payment of:

- (a) any sum which covers or relates to any goods or services not provided by the Licensee in accordance with this Agreement;
- (b) any costs or expenses incurred by the School in remedying or reinstating any damage or loss caused by the Licensee in connection with the usage of the School's Facilities,

and the School shall notify the Licensee in writing accordingly.

6.4 The License Fee shall be paid online by the Licensee to the School for all time at the Facility/Venue, including set up and dismantling, using the online payment gateway on the booking portal of the School (<http://booking.forteseducation.com/sunmarke-school/>).

6.5 The Licensee shall be solely responsible to pay all Taxes of any kind whatsoever levied by any taxing authority with respect to payments made under this Agreement and the Licensee shall indemnify fully, hold harmless and defend the School from and against any losses, liabilities or sanctions which the School may suffer or incur in relation to any such Taxes.

6.6 If the Licensee cancels the booking with at least 48 hours' prior written notice, then the booked time will be transferred to the credit of the Licensee and the same can be used by the Licensee within a maximum period of 90 days from the date of such cancellation subject to availability of the concerned Venue/Facility. If the Licensee fails to avail such credit hours within the maximum availability period of 90 days from the date of cancellation, such credit will be considered as forfeited by the Licensee. Under no circumstances will the Licensee be entitled to get any monetary refund for any cancelled booking.

7. INTELLECTUAL PROPERTY

7.1 The Licensee agrees not to cause or permit or to assist or allow others to do anything which may damage or endanger the Intellectual Property Rights of the School.

- 7.2 Any Intellectual Property Rights in any deliverables, jointly/severally produced by the School and/or Licensee as part of this engagement, shall belong to and vest in the School unless otherwise agreed in writing between the Parties' Authorised Representatives.
- 7.3 The Licensee hereby assigns and shall assign and shall procure that all third parties in whom Intellectual Property Rights or who may have any right, title or interest in Intellectual Property Rights shall assign absolutely to the School (or such person or persons as the School may on a case by case basis nominate in writing prior to such assignment) all Intellectual Property Rights in deliverables with full title guarantee. Where any Intellectual Property Rights have yet to come into existence, such rights shall vest in the School (or such person or persons as the School may on a case by case basis nominate in writing prior to such assignment) as immediately upon so coming into existence.
- 7.4 At the School's request, the Licensee shall do all such further acts and execute all such further documents and instruments as may be necessary or desirable in order to confirm title in the Intellectual Property Rights in the School (or such person(s) as the School may on a case by case basis nominate in writing) or assist the School (or such person(s) as the School may on a case by case basis nominate in writing) in applying for registration or similar protection in any part of the world of the Intellectual Property Rights.
- 7.5 The Licensee warrants that the usage of the facilities will not infringe the Intellectual Property Rights of any third party.
- 7.6 In case the Licensee needs to use the Trademarks of the School, it may be allowed to do so but only in such form and manner as may be specifically approved in advance in writing by the School.
- 7.7 The Licensee shall not alter, remove or tamper with the Trademarks, without the prior written consent of the School.
- 7.8 If a dispute arises with a third party regarding any Trademarks (or any of the rights of the School in the Territory), the Licensee will, at the sole cost of the Licensee, cooperate with and assist the School with the litigation or resolution of such dispute.
- 7.9 The School makes no warranty that the use of the Trademarks will not infringe the rights of third parties. The School further makes no warranty that third parties will not assert prior rights in the Trademarks, or will not take action to oppose the use of the Trademarks or the registration of the Trademarks. The School takes no responsibility for any loss or damage of any kind (including any legal costs incurred) suffered by the Licensee as a result of claims or actions by third parties in relation to the Licensee's use of the Trademarks.
- 7.10 The Licensee acknowledges that it is not the owner of the Trademarks and is not entitled to apply for the registration of the Trademarks in the Territory or anywhere else in the world.
- 7.11 The Licensee must not, without the prior written consent of the School:

- (a) use the Trademarks (or any substantially similar name or any abbreviation or derivation of the Trademarks) on or in the address of any website;
- (b) establish or operate any website under or by reference to the Trademarks (or any substantially similar name or any abbreviation or derivation of the Trademarks); or
- (c) register any Trademarks (or any substantially similar name or any abbreviation or derivation of the Trademarks) as a domain.

8. LIABILITY

- 8.1 In no event will the School be liable to the Licensee for indirect or consequential damages arising out of or in connection with this Agreement.
- 8.2 The total aggregate liability of the School to the Licensee arising out of or in connection with this Agreement whether arising from contract, tort, negligence or otherwise shall in no event exceed the total Licensee Fee payable by the Licensee pursuant to this Agreement.
- 8.3 The Licensee shall indemnify the School and keep the School fully and effectively indemnified on demand against any and all loss, damage, loss of business, claims, demands, actions, costs (including legal/attorney fees), charges, expenses, and liabilities of whatsoever nature incurred by or awarded against the School, arising directly or indirectly out of a claim or allegation that arises where the Licensee is or is alleged to be in breach of any provision of this Agreement or in respect of the Licensee's negligent acts or omissions or any default in respect of its use of the Designated Area, and/or any defect in any products or goods supplied by the Licensee (if any).
- 8.4 The Licensee hereby releases the School, its Staff, agents, contractors and employees from any and all loss, damage, claims, demands, actions, costs (including legal/attorney fees), charges, expenses and liabilities of whatsoever nature incurred by or awarded against the School, arising directly or indirectly from damage to or loss of any property or injury to or death of any person, incurred in connection with the Licensee's use of the Designated Area, whether through any act, omission, default or neglect of the Licensee or the Licensee's Staff, servants, agents, employees, contractors, consultants, invitees, licenses or clients and the Licensee hereby indemnifies and shall keep the School indemnified against the same.

9. WARRANTIES, UNDERTAKINGS AND COVENANTS

- 9.1 The Licensee represents, warrants and undertakes, as at the date of this Agreement that:
 - (a) it will maintain all necessary licenses required for the usage of the Venue;
 - (b) it is validly existing and has the right and authority to enter into this Agreement;
 - (c) where applicable, the Required Documentation is valid and up to date;

9.2 The Licensee covenants and undertakes:

- (a) That the purpose of its usage of the Venue is in accordance with this Agreement and complies with the laws and regulations within the Emirate of Dubai and the requirements of the Regulatory Authority;
- (b) not to do anything which may directly or indirectly impair, or cause loss or damage to, the School's business or reputation;
- (c) at its own cost, obtain and maintain in full force and effect at all times during the Booking Period and for one (1) year thereafter, appropriate insurance policies in respect of the usage of the Venue, on such terms and with such an insurer registered in the UAE, that is in all ways satisfactory to the School (acting reasonably), for the following risks and such other risks as the School (acting reasonably) may otherwise determine from time to time, and which shall cover the Licensee, the School, their servants, agents and employees:
 - (i) all risks insurance to cover the Designated Area and all of the Licensee's assets contained therein at replacement value from the date of loss of use of the Designated Area until re-establishment of the Licensee's use; and
 - (ii) third party liability insurance/public liability insurance cover for at least AED One Million (1,000,000) per occurrence and unlimited in aggregate; the policy must also contain a cross-liability clause which shall treat each of the insured parties as if a separate policy had been issued to each of them; the policy should also carry a waiver of subrogation clause in favour of the School; and
 - (iii) the Licensee's liability by reason of negligence; and
 - (iv) workmen's compensation insurance cover to cover amounts payable in respect of death or personal injury sustained by employees in the course of their employment.
 - (v) all other insurance policies which are required under the Applicable Law.

and the Licensee shall:

- (vi) supply copies of such insurance policies and evidence of payment of premiums to the School upon request by the School; and
- (vii) note the School's interest on the policy with an undertaking from the insurer to provide the School at least thirty (30) days prior written notice of any termination, expiry or material change in such insurance coverage;

- (d) ensure that nothing is done or omitted to be done which would prejudice or invalidate any insurance cover obtained by the Licensee, in particular, the Licensee shall comply with all safety and fire precautions, including without limitation, any safety and fire precautions relating to the storage of any dangerous, explosive or combustible substances on the Premises.
- (e) to bear the cost of repair, replacement or other reinstatement (at the election of the School) of the Facilities or any other property of the School to which damage is caused due to the Licensee's negligence or improper use;
- (f) at its own expense to secure any required regulatory or governmental approvals, licenses, permits or other authorisations needed for the usage of the Facilities and to keep the School informed about the laws and regulations which are applicable and relate to the Licensee;
- (g) subject to Clause 7.6, not to use any Intellectual Property Rights of the School, in whole or in part, unless and until the School consents thereto in writing and only in the specified form approved by the School.
- (h) comply, and ensure that at all times its Staff comply, with:
 - 1. the terms of this Agreement;
 - 2. the terms of any lease between the School and its landlord in relation to the Facilities in its use of the Designated Area;
 - 3. all laws and requirements of any Relevant Authority in connection with the use of the Designated Area, the Licensee's business and/or activities at the Licensee's property;
 - 4. the School's reasonable requirements from time to time in respect of the use of the Designated Area;
- (i) Keep the Designated Area while in use by the Licensee, clean and free of refuse.

10. TERMINATION

10.1 Notwithstanding any other provision of this Agreement, the School shall have the right to terminate this Agreement with immediate effect by written notice to the Licensee if:

- (a) without the School's prior written consent, the Licensee is the subject of a takeover, merger, acquisition or other form of change in majority voting control (either at shareholder meetings or meetings of the board of directors);
or
- (b) the Licensee breaches any term of this Agreement.

- 10.2 This Agreement or any part may be terminated forthwith by either Party ("**the First Party**") by written notice to the other in the event of one or more of the following:
- 10.2.1 if the other ceases to carry on business or goes into liquidation (other than voluntary liquidation for the purpose of a bona fide solvent reconstruction or amalgamation the terms of which have been approved in advance by the First Party in writing) or is dissolved or struck off;
- 10.2.2 if the other is unable to pay its debts as they mature or suffers the appointment of a receiver, administrative receiver or administrator (or any similar official or process under the law of its domicile or place of incorporation) of the whole or any part of its assets or is the subject of any bankruptcy proceedings;
- 10.2.3 if the other is in breach of any provisions of this Agreement and fails to remedy such breach (where it is capable of being remedied) – (i) within one (1) hour if the Party in breach is the Licensee and (ii) within 30 days if the Party in breach is the School – of notice from the First Party specifying such breach.
- 10.3 The School may terminate this Agreement or any part at any time by giving at least forty-eight hours' prior written notice to the Licensee.
- 10.4 The Licensee may terminate this Agreement at any time by giving at least forty-eight hours' written notice to the School, provided that the School is compensated for such termination in the sum of two times the License Fee which would have been payable to the School in respect of the relevant Booking.
- 10.5 In the event that a Regulatory Authority directs, instructs or gives guidance that the School should terminate all or part of this Agreement and/or continuation of this Agreement would cause the School to be in breach of any laws or regulatory requirements or guidance to which it is subject, the School shall be entitled to terminate this Agreement immediately without entitling the Licensee to receive any compensation in respect of the termination of this Agreement. Upon such termination, the School shall provide a pro-rata refund of the License Fee to the Licensee for the period from the date of termination.
- 10.6 The Licensee shall immediately notify the School if the Licensee is in breach of this Agreement, there is any material alteration to the ownership, or control of the Licensee, the management of the Licensee is devolved to a third party company or any of the events referred to in Clause 0 above occurs to it.
- 10.7 The termination or expiration of this Agreement shall not give rise to any liability whatsoever on the part of the School to pay any compensation or damages whatsoever to the Licensee, whether for loss of profits or goodwill or for any other loss or damage of whatsoever nature, and the Licensee unconditionally and irrevocably waives any and all rights it may have (or acquire) to claim any compensation or damages or other monetary entitlement.

11. EFFECT OF TERMINATION

- 11.1 Upon request by the School, the Licensee shall, following termination of this Agreement, fully co-operate with and assist the School free of charge in order to ensure that such termination and its consequences cause the minimum disruption to the School's business and affairs and the performance of its responsibilities. The Licensee will take all reasonable steps to mitigate any costs which the School may incur as a result of termination of this Agreement and shall execute end-of-service checklists required by the School and return to the School all borrowed items and resources prior to settlement of final account. The value of the items not returned or lost or damaged shall be deducted from the Licensee's final account settlement.
- 11.2 Termination of this Agreement shall be without prejudice to any rights of either Party which may have accrued up to the date of such termination and the rights to terminate this Agreement are not intended to be exclusive but shall be in addition to every other remedy or right including the right to recover damages and to a decree requiring any appropriate performance required by this Agreement.
- 11.3 Clauses 1, 2, 7, 8, 9, 12, 13, 14, and 15 shall survive any termination or expiry of this agreement and continue indefinitely.
- 11.4 In the event that this Agreement is terminated, the Licensee undertakes within one (1) hour of receipt of a written request from the School and at the option of the School to:
- 11.4.1 return all property in its possession or under its control that belongs to the School;
 - 11.4.2 return all Confidential Information in its possession together with all copies thereof; and
 - 11.4.3 destroy all Confidential Information in its possession by shredding or incineration of all documents and other materials in its possession, custody or control and/or irretrievably delete the same if stored on electronic or magnetic media and certify to the School that this has been done.

12. CONFIDENTIALITY

- 12.1 Subject to Clauses 12.2 and 12.3 and save as otherwise expressly provided in this Agreement, neither Party shall during the term of this Agreement or thereafter disclose to any person or use for any purpose any Confidential Information obtained by it (the "**Recipient Party**") from the other (the "**Disclosing Party**") in connection with this Agreement but the Recipient Party may:
- 12.1.1 disclose Confidential Information to such of its Staff and professional advisers (which shall include lawyers, accountants and auditors) who have a need to know such Confidential Information for the proper performance of their duties provided that the Recipient Party has given prior written instructions to Staff and, where relevant, professional advisors as to the restrictions on use and disclosure contained in this Agreement; and

- 12.1.2 use Confidential Information in the proper exercise of its rights and the performance of its obligations under this Agreement.
- 12.2 The Recipient Party shall use its reasonable endeavours to minimise the risk of unauthorised disclosure or use and undertakes to take proper care and all reasonable measures to protect the confidentiality of the Confidential Information using not less than the standard of care as it applies to its own Confidential Information. Without limiting the generality of the foregoing, if so directed by the School, the Licensee shall require its Staff to execute a written undertaking in favour of the School in similar terms to the provisions of this Agreement.
- 12.3 The restrictions on use and disclosure of Confidential Information under Clause 12.1 shall not apply to any Confidential Information which the Recipient Party can prove:
- 12.3.1 was already known to it prior to its receipt thereof from the Disclosing Party; or
- 12.3.2 was subsequently disclosed to it lawfully by a third party who did not obtain the same (whether directly or indirectly) from the Disclosing Party; or
- 12.3.3 was in the public domain at the time of receipt by the Recipient Party or has subsequently entered into the public domain other than by reason of the breach of the provisions of this Clause or any obligations of confidence owed by the Recipient Party to the Disclosing Party; or
- 12.3.4 is required to be disclosed by law, regulation, order or regulators.
- 12.4 Confidential Information shall be subject to the obligations of confidence in this Clause 12, irrespective of whether communicated orally or in writing by the Disclosing Party or its Authorised Representatives or obtained through observations made by Authorised Representatives of the Recipient Party at the premises of the Disclosing Party.

This Clause 12 shall survive any termination of this Agreement.

13. DATA PROTECTION

- 13.1 In addition to and notwithstanding any other right or obligation arising under this Agreement, the Licensee shall (and shall ensure that its sub-contractors shall) take all appropriate technical and organisational security measures to ensure that Personal Data is protected against loss, destruction and damage, and against unauthorised or accidental access, processing, erasure, transfer, use, modification, disclosure or other misuse, and that only personnel authorised by the School have access to Personal Data.
- 13.2 The Licensee shall (and shall ensure that its employees, agents and subcontractors shall) in respect of Personal Data:
- 13.2.1 comply with any request made or direction given by the School in connection with the requirements of any Data Protection Laws; and

- 13.2.2 not do or permit anything to be done which might jeopardise or contravene the terms of any registration, notification or authorisation under any Data Protection Laws of the School; and
 - 13.2.3 not process any Personal Data (including personal or private information of personnel, Students or Participants (or their parents or guardians) of the School as part of the Services unless it is acting on the express instructions of the School, and such Personal Data shall be treated as Confidential Information of the School for the purpose of this Agreement; and
 - 13.2.4 use Personal Data only for the purposes of fulfilling its obligations under this Agreement and to comply with instructions of the School from time to time in connection with use of such Personal Data, and not retain Personal Data for any longer than is necessary for these purposes; and
 - 13.2.5 not disclose Personal Data without the written authority of the School (except for the purposes of fulfilling its obligations under this Agreement), and immediately notify such member where it becomes aware that a disclosure of Personal Data may be required by law; and
 - 13.2.6 not transfer Personal Data which has been obtained by or made available to the Licensee within one country outside that country, or allow persons outside that country to have access to it, without the prior written approval of the School; and
 - 13.2.7 take all reasonable steps to ensure the reliability of the personnel which will have access to any Personal Data and ensure that any employee of the Licensee (or of any of the Licensee's sub-contractors) requiring access to any Personal Data gives a written undertaking not to access, use, disclose or retain Personal Data except in performing their duties of employment and is informed that failure to comply with this undertaking may be a criminal offence and may also lead the Licensee (or, as the case may be, sub-contractor) to take disciplinary action against the employee; and
 - 13.2.8 consider all suggestions by the School personnel to ensure that the level of protection provided for Personal Data is in accordance with this Agreement and to make the changes suggested (at the Licensee's cost) unless the Licensee can prove to the School's reasonable satisfaction that they are not necessary or desirable to ensure ongoing compliance with this clause; and
 - 13.2.9 Immediately notify the School when it becomes aware of a breach of this clause.
- 13.3 The Licensee acknowledges that any unauthorised access, destruction, alteration, addition or impediment to access or use of that Personal Data when stored in any computer, or the publication or communication of any part or document by a person which has come to his knowledge or into his possession or custody by virtue of the performance of this Agreement (other than to a person to whom the Licensee is authorised to publish or disclose the fact or document) may be a criminal offence.

13.4 On request by the School, the Licensee will promptly return to the School any part or all of the Personal Data and other Confidential Information obtained from the School.

14. GENERAL TERMS

14.1 Provision of Information

- (a) The Licensee shall provide at the School's reasonable request, project, financial, management, business and/or any other reasonable information related to this Agreement, which is normally recorded in any form in the Licensee's business environment such as details of the School's spend profile with the Licensee (excluding any trade secret information).
- (b) The Licensee shall (where relevant) supply on request from the School all reasonable data required by the School to support the revision of the measures used to gauge performance standards.
- (c) The Licensee shall provide the information referred to in paragraphs (a) and (b) at no additional cost promptly to the School and in any event within one (1) hour of request from the School and where relevant shall be subject to Clause 12.

14.2 Publicity

The Licensee shall not publicise (for example by making press statements or by issuing press releases) or release any information in relation to or about this Agreement except with the School's prior written consent.

14.3 Force Majeure

If either Party fails to perform its obligations under this Agreement due to causes beyond its reasonable control including war, fire, blockade, strikes (excluding strikes by its own personnel) or natural catastrophe, then that Party shall not be held responsible for any loss or damage which may be incurred by the other party as a result of such failure provided that, if the performance by the Licensee of its duties is substantially prevented for a continuous period of fifteen days (or more than fifteen separate days in any period of thirty days), the School may, on written notice, terminate this Agreement or any part affected by such cause. Each Party will give notice to the other as soon as possible upon becoming aware of an event that may lead to the invocation of this Clause.

14.4 Relationship

Nothing in this Agreement creates a joint venture, relationship of partnership or agency between the Parties. Accordingly, except as expressly authorised under this Agreement neither Party has authority to pledge the credit of or make any representation or give any authority to contract on behalf of another Party. No Licensee Staff shall be construed as being an employee of the School by virtue only of this Agreement or the performance of the Licensee's obligations under this Agreement.

14.5 Waivers

No forbearance, delay or indulgence by either Party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of that party nor shall any waiver of its rights in relation to a breach of this Agreement operate as a waiver of any subsequent breach and no right, power or remedy given to or reserved to either Party under this Agreement is exclusive of any other right, power or remedy available to that Party and each such right, power or remedy shall be cumulative.

14.6 Assignment and Sub-Contracting

14.6.1 Subject to paragraph (b) below, the Licensee may not assign or sub-contract any of its rights or obligations under this Agreement to any other third party without first obtaining the express written consent of the School.

14.6.2 The School may on written notice, without prior consent from the Licensee, transfer, assign or sub-license the benefit of the whole or any part of its obligations and rights under this Agreement to any party.

14.6.3 In the event that the School permits the Licensee to sub-contract any of its obligations under this Agreement (a **"Permitted Sub-contractor"**), the Licensee shall remain fully responsible for the performance of its obligations under this Agreement and the Licensee shall procure that the Permitted Sub-contractor complies with the obligations of the Licensee under this Agreement as if it were a party to this Agreement. The Licensee shall contractually impose no less onerous terms than those contained in this Agreement, in its agreement with its Permitted Sub-contractor.

14.7 Severability

Notwithstanding that the whole or any part of any provision of this Agreement may prove to be illegal or unenforceable the other provisions of this Agreement and the remainder of the provision in question shall remain in full force and effect.

14.8 Variations

14.8.1 Any terms of the Licensee or any third party purporting to vary this Agreement shall be of no effect unless the provisions of this Clause 14.8 have been followed.

14.8.2 This Agreement may only be changed or added to by a written variation referencing this Clause 14.8, agreed and signed by both Parties' Authorised Representatives.

14.8.3 The Parties' Authorised Representatives as at the date of this Agreement are set out in Schedule 1.

14.9 Notices

14.9.1 Addresses for notices or other communications under this Agreement are set out in Schedule 1 under the heading "Legal Notices".

14.9.2 Any notice required under this Agreement shall be given in writing and in the English language and sent to the address of the Party for which it is intended to be given, or such other address as shall have been notified to the other Party in accordance with this Clause 14.9 and be sent by registered post or equivalent, courier or other electronic transmission (email); and

14.9.2.1 if posted, shall be deemed to have been received three Working Days after the date of posting or, in the case of a notice to an addressee not in the country of the sender, ten working days after the date of posting; or

14.9.2.2 in the case of electronic transmission, (i) shall be deemed to have been received upon confirmation of complete receipt being given by the intended Recipient Party if the Recipient Party is the School and (ii) shall be deemed to have been received upon transmission of the email if the Sending Party is the School and the Recipient Party is the Licensee; or

14.9.2.3 if couriered, shall be deemed to have been received on delivery.

14.9.3 The Parties agree that service of summons and notices for court proceedings can be conducted, as permitted by law, through registered post or equivalent, courier or other electronic transmission on the recipients' contact details as set out in Schedule 1 under the heading "Legal Notices".

14.10 Entire Agreement

This Agreement constitutes the entire agreement and understanding between the Parties relating to the subject matter. Except as may be expressly stated in this

Agreement, it supersedes and cancels all prior agreements, statements, representations, understandings, negotiations and discussions, whether oral or written, between the Parties. Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any statement, representation, warranty or understanding made prior to this Agreement save to the extent that such statement, representation, warranty or understanding is incorporated into this Agreement. Each of the Parties acknowledges and agrees that in entering into this Agreement it has not relied on (or has been induced to enter into this Agreement by) any statement, representation, warranty or understanding made prior to this Agreement.

14.11 Governing Law and Jurisdiction

- (a) This Agreement shall be governed by and construed in accordance with the laws for the time being in force in the United Arab Emirates applicable in the Emirate of Dubai and the Federal laws of the United Arab Emirates to the extent applicable in Dubai.
- (b) Subject to Clause 14.11(b), any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination (“**Dispute**”) shall be referred to and finally resolved by the Dubai Courts.
- (c) If any Dispute arises the Parties will attempt to settle it by negotiation through mediation. A Party may not commence court or arbitral proceedings (other than urgent applications for injunctive relief or asset preservation orders) until twenty-one days after it has made a written offer to the other Party to attempt to negotiate a settlement to the dispute through mediation (“**Mediation Notice**”). An offer to mediate must be accepted within fourteen days of the date of the Mediation Notice and if it is not accepted then either Party may proceed to the relevant dispute resolution venue. If an offer to mediate is accepted, then a mediation meeting (“**Mediation Meeting**”) shall take place with fourteen days of the acceptance of an offer to mediate. The Mediation Meeting shall take place in Dubai and shall be between the respective General Manager/Chief Executive Officer’s (or like position) of each Party, and each Party may have one or more other persons including legally qualified persons assist and advise the Party in the Mediation Meeting. The entire process of mediation is and will be kept confidential by the Parties and all statements made as part of the mediation process shall be without prejudice, legally privileged and the respective Parties reserve all of their rights whether arising at contract or otherwise in accordance with applicable law.

15. COUNTERPARTS

This Agreement may be executed in counterparts, all of which shall constitute one agreement between the Parties.

Schedule 1

Authorised Representatives

The School's Representative:	
Name:	Ms. Elaine Baillie
Address:	Sunmarke LLC, P.O. Box 24857, Dubai, UAE
Office Phone:	+971 4 423 8901
Mobile Phone:	+971 50 312 6950
Fax:	+971 4 360 8831
E-mail:	activitiesmanager@forteseducation.com

Legal Notices

All notices to the School shall be addressed to:

The School's Local Legal Cell	
Name:	Ms. Sunita Rao, Legal Manager
Address:	Sunmarke School LLC, P.O. Box 24857, Dubai, UAE E-mail: legal@fortesholdings.com

With a copy to the School	
Name:	Ms. Elaine Baillie, Activities Manager
Address:	Sunmarke School LLC, P.O. Box 24857, Dubai, UAE E-mail: activitiesmanager@forteseducation.com

Schedule 2

LIST OF FACILITIES

1. Football Pitch
 - (a) Full Pitch
 - (b) Half Pitch A
 - (c) Half Pitch B

2. Multipurpose Hall 1
 - (a) Full Court
 - (b) Badminton Court 1
 - (c) Badminton Court 2
 - (d) Badminton Court 3
 - (e) Badminton Courts 1 & 2

3. Multipurpose Hall 2
 - (a) Full Court
 - (b) Badminton Court 1
 - (c) Badminton Court 2
 - (d) Badminton Court 3
 - (e) Badminton Court 4
 - (f) Badminton Court 1 & 2

4. Muga Court
 - (a) Court 1
 - (b) Court 2

5. Black Box Room
 - (a) Full Studio

6. Leaps & Bounds
 - (a) Full Room

7. Auditorium
 - (a) Full Auditorium

Schedule 3

LICENSE FEE

Venue	Facilities on Rent		License Fee (inclusive of VAT)
			In USD
Sunmarke School	Football Pitch	Full Pitch	259.50
		Half Pitch A	130.25
		Half Pitch B	130.25
	Multipurpose Hall 1	Full Court	144.00
		Badminton Court 1	29.50
		Badminton Court 2	29.50
		Badminton Court 3	29.50
	Multipurpose Hall 2	Badminton Court 1 & 2	50.50
		Full Court	144.00
		Badminton Court 1	29.50
		Badminton Court 2	29.50
		Badminton Court 3	29.50
		Badminton Court 4	29.50
	Muga Court	Badminton Court 1 & 2	50.50
		Court 1	87.25
	Muga Court	Court 2	87.25
		Black Box Room	Full Studio
	Leaps & Bounds	Full Room	72.50
	Auditorium	Full Auditorium	To be made available on request

Schedule 4

REQUIRED DOCUMENTATION

The Licensee is required to submit the following documents to the School, at the time of making a booking application, in electronic form:

Sl. No.	Particulars	Individual	Company
1	Valid Trade/Professional License	×	√
2	Valid Passport, Visa & Emirates ID copies of each of Licensee's shareholders	×	√
3	Valid Passport, Visa & Emirates ID copies of the Individual or the Lead Representative of a group	√	×
4	Valid Third Party / Public Liability Insurance Policy in accordance with Clause 9.2	×	√
5	Passport sized photograph on white background of each member of the Licensee	√	√

Schedule 5

TRADEMARKS

