The Republican Unitary Enterprise “National Exhibition Center “BelExpo”, hereinafter referred to as the “Organiser”, represented by Deputy Director for Exhibition Activities, Victoria Nikolaevna Agafonova, acting under the Power of Attorney No. 16 dated February 6, 2025, on the one hand, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the “Exhibitor”, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acting under \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on the other hand, have concluded this Contract on the following:

1. **SUBJECT OF THE CONTRACT**

1.1. The Exhibitor agrees to take part and timely make payment under the Contract, and the Organiser is obliged to organise the Exhibitor's participation **in the 31st International Specialised Wholesale Exhibition-Fair “PRODEXPO-2025”** **(hereinafter referred to as the “Exhibition”).**

1.2. Time of the Exhibition:

installation of the Exhibition: November 06, 2025 - November 10, 2025 from 09 a.m. till 08 p.m.;

Opening hours: November 11, 2025 – November 13, 2025 from 09 a.m. till 06 p.m., November 14, 2025 from 09 a.m. till 04 p.m.;

dismantling: November 14, 2025 from 04 p.m. till 8 p.m., November 15, 2025 – November 16, 2025 from 09 a.m. till 08 p.m.

1.3. Venue: Minsk International Exhibition Center, P. Medyolki Str., 24, Minsk, Republic of Belarus.

1.4. The specific services to be provided under this Contract will be detailed in the applications submitted by the Exhibitor to the Organiser via email at prodexpo@belexpo.by, and the Invoice, which is an integral part of this Contract.

1.5. An integral part of the Contract is the Exhibitor's Manual of the exhibition “PRODEXPO - 2025” (hereinafter referred to as the “Manual”), which is applicable to the Contract in the part not regulated by the Contract. The Manual is placed and available for review on the Organiser's official website www.prodexpo.by. By signing the Contract, the Exhibitor acknowledges that he is aware of the Manual, is familiarised and agrees with it. In case of contradictions between the Contract and the Manual, the provisions of the Contract have priority.

**2. COST OF SERVICES AND PAYMENT PROCEDURE**

2.1. The cost of participation in the exhibition is contractual and determined in accordance with the Invoice, which is an integral part of the Contract. The final cost of participation is defined by the Acceptance Certificate of the provided services.

2.2. Payment under the contract shall be made to the account of the Organiser. The Exhibitor will make an advance payment of 30% based on the advance payment received from the Invoice Organizer within 10 working days from the date of issuance of the Invoice. The remaining part, 70 (seventy) percent, is paid by the Exhibitor not later than 10 banking days before the beginning of the exhibition's installation. Payment under the Contract not later than 10 banking days before the beginning of the exhibition's installation. The Exhibitor makes an advance payment on the basis of the Invoice received from the Organiser in the form of an advance payment in the amount of 100 (one hundred) percent to the Organiser's Bank account.

2.3. In case of ordering additional services during the Exhibition, the final payment shall be made by the Exhibitor not later than on the last day of the Exhibition on the basis of the issued Invoice and Act for the provided services.

2.4. The Exhibitor is responsible for the costs of bank transfer of funds.

2.5. The Exhibitor pay for services in Euros at the exchange rate set by the National Bank of the Republic of Belarus (www.nbrb.by) on the date of payment.

**3. RIGHTS AND OBLIGATIONS OF THE PARTIES**

3.1. The Organiser undertakes to provide the Exhibitor with the necessary exhibition space, as well as additional equipment and services in accordance with the Invoice for the entire duration of the Exhibition, including installation and dismantling periods.

3.2. The Organiser reserves the right to unilaterally terminate this Contract by sending a written notice to the Exhibitor if payment is not received in accordance with Clause 2.2. In such case, the Organiser offers the reserved space to another participant.

3.3. The Exhibitor is obliged to:

3.3.1. Accept and pay for the provided services by the Organiser in accordance with the procedure established by the Contract.

3.3.2. On the day of arrival at the Exhibition, the Exhibitor shall have the originals of the signed Contract, Act of the provided services, as well as copies of documents confirming payment for participation.

3.3.3. When constructing stands independently, use materials with fire-technical indicators not lower than G2, T2, D2, RPZ as per the construction norms of the Republic of Belarus Construction norms 2.02.05-2020.

3.3.4.  Ensure that an authorized representative of the Exhibitor is present at the stand for the entire duration of the Exhibition. This representative must be responsible for fire safety, electrical safety, and occupational health and safety.

3.3.5. Immediately notify the Organiser and the relevant authorities of any accident or other situation that has caused (or threatens to cause) damage to the exhibition center and its facilities and take timely measures to prevent any possible damage.

3.3.6. Observe the Exhibition's opening hours.

**4. RESPONSIBILITY OF THE PARTIES**

4.1.  The Organiser is responsible for the quality of the services provided. The Organiser shall provide round-the-clock general security of the venue, but shall not provide individual stand security.

4.2. The Organiser shall not be liable for any damage or loss caused to the Exhibitor by third parties during the Exhibition.

4.3. The Exhibitor is responsible for:

4.3.1. For compliance with the requirements of labour protection and safety legislation, sanitary rules, fire and electrical safety rules in the provided areas. It is prohibited to use open flames in the Exhibition area. Smoking is permitted only in designated smoking areas, including the use of electronic cigarettes and similar devices. Handling operations performed by the Exhibitor shall be carried out using technically sound equipment, under the direct supervision of a person responsible for safe handling operations in accordance with the labour safety regulations.

4.3.2. The Exhibitor or its representative (employee) shall be liable for any damage caused to the Organiser and third parties during installation, dismantling, operation of the exhibition, including damage to the exhibition pavilion, adjacent territory, equipment, furniture, machinery of the Organiser (hereinafter - Property). In case of loss or damage to the Property, the Exhibitor shall compensate for the damage caused to the Organiser's property according to the Invoice issued on the basis of the Act of Identified Violations within 5 (five) banking days from the date of the Organiser's invoice.

4.4. Neither Party shall be liable for non-fulfilment or improper fulfilment of obligations under the Contract if it proves that their proper fulfilment has become impossible due to extraordinary and unavoidable circumstances (force majeure) arising after conclusion of the Contract: natural disasters (earthquakes, floods, hurricanes, etc.), accidents and catastrophes, epidemics, wars and military actions, civil unrest, strikes, terrorist acts, actions (decisions) of state and local authorities aimed at restricting supplies and deliveries. ), accidents and catastrophes, epidemics, wars and military actions, civil disorders, strikes, terrorist acts, actions (decisions) of state and local authorities aimed at limitation of supplies, free movement of goods and/or labour force, closing of borders, other. In case of occurrence of these circumstances, the Party is obliged to notify the other Party within 2 (two) calendar days. A document issued by the Chamber of Commerce and Industry or an authorised state institution of the country of location of the Party to the Agreement, for which it has become impossible to fulfil the obligation, is a sufficient confirmation of the existence and duration of force majeure. The deadlines for the fulfillment of obligations under this Contract shall be extended for a period equal to the duration of the Force Majeure event.

4.5. Cancellation of participation in the Exhibition must be made by the Exhibitor in writing no later than 20 calendar days before the installation of the Exhibition. In case of non-compliance with this condition, the registration fee paid to the Organiser, as well as the cost of services rendered under the Invoice, shall not be refunded to the Exhibitor, except for the cost of additional equipment and furniture.

4.6. If the Exhibitor fails to pay for the services within the terms specified in Clauses 2.2 and 2.3, the Organiser shall be entitled to charge a penalty at the rate of 0.1% of the unpaid amount for each day of delay or refuse to admit the Exhibitor to the Exhibition. The penalty shall be charged from the first day of the Exhibition.

**5. ANTI-CORRUPTION**

5.1. In performing their obligations under this Contract, the Parties, their affiliates, employees, or intermediaries undertake not to take any actions against other persons aimed at influencing their decisions (actions) in order to obtain any unlawful advantages or to realize other unlawful purposes.

5.2. In the performance of their duties under the Contract, the Parties are obliged not to take corruptive actions.

5.3. The Parties agree to use a mechanism for mutual notification of any instances of violation of the terms and conditions of this Clause by either Party, as well as for the refutation (confirmation) of such information.

5.4. The Parties acknowledge the possibility of unilateral termination of this Contract in the event of a violation of the terms and conditions of this Clause by either Party, as well as the right to claim compensation for any actual damages resulting from such termination.

**6. DISPUTE RESOLUTION**

6.1. Any disputes arising out of or in connection with this Contract shall be settled under the laws of the Republic of Belarus in the Economic Court of Minsk.

6.2. Claims for services rendered shall be accepted during the Exhibition only in written form. In the absence of any claims from the Exhibitor, the services shall be considered to have been rendered and accepted by the Exhibitor in the amount specified in the Act of the provided services, irrespective of the fact of its signing by the Exhibitor.

**7. ADDITIONAL TERMS**

7.1. Documents (including this Contract) signed by the authorized representatives of the Parties and transmitted by means of facsimile or electronic communication shall have legal force, provided that they are subsequently replaced by the original documents.

7.2. The Contract shall enter into on the date of its signing and shall remain in force until the Parties have fulfilled all of their obligations.

7.3. **The State Enterprise “BelExpo” is the general builder of exhibition stands at exhibitions organised by the State Enterprise “BelExpo”. In case of stand construction by third-party organisations, accreditation is mandatory. The terms and conditions of accreditation are available at** [**www.belexpo.by**](http://www.belexpo.by)**.**

7.4. Tourist services related to transfer arrangements, ticket booking (air, railway, bus), hotel accommodation, and excursion services are provided by the State Enterprise “BelExpo”, tel. (+375 29) 911 56 54, e-mail: leg@belexpo.by, website – www.otpusk.by.

7.5. Services on customs clearance and cargo transportation are provided by UE “Vystavochny expeditor'”, Republic of Belarus, 220035, Minsk, Timiryazeva Str., 65b office: 1311, tel/fax (+375 17) 361-03-51, (+37529) 651-22-51, e-mail: info@ekspeditor.com.

7.6. In matters not regulated by this Contract, the Parties shall be governed by the current legislation of the Republic of Belarus.

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| **ORGANISER****The Republican Unitary Enterprise “National Exhibition Centre “BelExpo”**UNP 100055235, OKPO 05546442220029, Minsk, Kommunisticheskaya Str., 11,office 613BANK ACCOUNT DETAILS:EUR: BY57PJCB30120814081000000978,  SWIFT PJCBBY2X"Priorbank" Joint Stock Company ("Priorbank" JSC),MINSK BYCorrespondent bank: PKO BANK POLSKI S.A., Warsaw, Poland SWIFT: BPKOPLPWPL74102000161209780000007038 (Account with Intermediary Bank) |

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| **EXHIBITOR \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Legal/postal address\_\_\_\_\_\_\_\_\_\_\_\_UNP**(**Payer**’**sAccountNumber**)** \_\_\_\_\_\_\_\_\_\_\_\_\_, OKPO \_\_\_\_\_\_\_\_\_\_\_\_\_\_BANK ACCOUNT DETAILS:р/с \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name and address of bank\_\_\_\_\_\_\_\_\_\_\_  |
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| Deputy Director for Exhibition Activities \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Victoria Agafonova | Director \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (full name) |