TGAB-MOU-2027-v5

The Gulf Africa Bridge Summit – 19 and 20 January 2027 – Sofitel Dubai Downtown, Dubai

Date of issue: 13 November 2026 – applicable to registrations accepted on or after the date of its publication on the Platform

First Party	
Legal name	TGAB CONFERENCES AND MANAGEMENT EST.
Legal form	Sole Establishment
Licence	Professional Licence No. 1659228 – Department of Economy and Tourism, Dubai
Event organised	The Gulf Africa Bridge Summit (TGAB)
Represented by	Mr Lutfi Masoud Addy Juma Alzaraei – Establishment Owner
Registered address and website	Office No. D27, AL MEZAN, Al Muhaisnah Fourth, Deira, Dubai, United Arab Emirates – Parcel ID 2450785 – www.tgab.ae
Official email address	info@tgab.ae
Hereinafter referred to as "TGAB" or the "First Party".	
Second Party	
Full name of representative	
Job title	
Company / entity name	
Official email address	
Licence / commercial registration number	
Issuing authority and country	
Telephone	
Selected Package	
Hereinafter referred to as the "Second Party", whose details are entered electronically at registration in accordance with Schedule 5. The First Party and the Second Party are together referred to as the "Parties" and each as a "Party".	

1. Definitions and Interpretation

1.1 In this Agreement, the following expressions shall have the following meanings:

- **"Agreement"** means this agreement, including its five Schedules, the Package Statement and any Written Confirmation, each as amended from time to time in accordance with its terms.
- **"TGAB"** or the **"First Party"** means TGAB Conferences and Management Est.; and references to TGAB shall, where the context so permits, extend to the Summit and to the activities and meetings organised, managed or coordinated by it.
- **"Second Party"** means the private-sector company, commercial entity, investor, sponsor or participant, whether a natural or a legal person, that registers under any Package and accepts this Agreement, subject to clause 3.
- **"Participant"** means a Second Party registered under a participation Package.
- **"Sponsor"** means a Second Party registered under a sponsorship Package, including the Strategic Partner.
- **"Summit"** means The Gulf Africa Bridge Summit 2027, including all of its sessions, forums, exhibitions, pavilions and business meetings, and any postponed or replacement edition of it.
- **"Platform"** means the website at tgab.ae, the registration platform and any other digital channel approved by TGAB.
- **"Package"** means the participation or sponsorship package selected by the Second Party; and **"Package Statement"** means the description of the benefits and price of that Package as displayed on the Platform at the time of registration and stored with the registration record, or as confirmed by Written Confirmation.

- **"Package Fees"** means the participation or sponsorship fees payable for a Package in accordance with the Package Statement and Schedule 1, which are separate from and additional to the Success Fees.
- **"Introduced Party"** means any investor, buyer, seller, supplier, company, institution, project owner or partner, together with its affiliates, representatives, successors and substitute entities, that TGAB presents or introduces to the Second Party, or that the Second Party meets, directly or indirectly, through the Summit, the Platform or the TGAB team.
- **"Introduction"** has the meaning given to it in clause 9.1.
- **"Transaction"** means any contract, agreement, investment, financing, supply, sale, agency, distribution, partnership, joint venture or other commercial dealing for consideration, in whatever form, concluded directly or indirectly between the Second Party or any of its Related Parties and an Introduced Party.
- **"Related Parties"** means, in relation to the Second Party, its affiliates, sister companies and any entity under common control with it, its owners, shareholders, partners, representatives, agents, authorised persons, intermediaries and consultants, any successor or substitute entity of the Second Party or of any of the foregoing, and any third party acting on its behalf or for its benefit; and **"Related Party"** means any of them.
- **"Services"** means the introduction, presentation, coordination, business-meeting organisation and commercial and investment facilitation services provided by TGAB.
- **"Success-Based Professional Service Fees"** or **"Success Fees"** means the fees payable to TGAB for the Services upon the conclusion of a Transaction, in accordance with clause 11 and Schedule 2.
- **"Liable Party"** has the meaning given to it in clause 11.3.
- **"Protection Period"** has the meaning given to it in clause 10.4.
- **"Extension Period"** has the meaning given to it in clause 10.8.
- **"Opportunity Register"** means the record maintained by TGAB under clause 9 in which it documents Introductions, meeting requests, meetings and related correspondence.
- **"Written Confirmation"** means a communication issued from TGAB's official email address or through the Platform, or a letter signed on behalf of TGAB.
- **"Business Day"** means a day other than a Saturday, a Sunday or an official public holiday in the Emirate of Dubai.

1.2 Interpretation: In this Agreement, unless the context otherwise requires:

- headings are for convenience only and shall not affect the interpretation of this Agreement;
- words in the singular include the plural and vice versa, and references to any gender include every gender;
- the words "include", "including" and "in particular" are illustrative and shall not limit the generality of any preceding words;
- references to days are to calendar days unless Business Days are specified, and where the last day of any period is not a Business Day, that period shall expire on the next Business Day;
- "writing" and "written" include email and communications issued through the Platform;
- references to clauses and Schedules are to the clauses of, and the Schedules to, this Agreement, and references to any legislation are to that legislation as amended, re-enacted or replaced from time to time; and
- the Schedules form an integral part of this Agreement.

2. Binding Effect, Electronic Acceptance and Authority

2.1 This Agreement constitutes a legally binding contract between the Parties and not a mere statement of intent, whatever its title. It shall become binding upon the earliest of: (a) its acceptance by electronic means in accordance with clause 2.2; (b) its signature by the authorised representatives of the Parties; and (c) the payment of any amount under it that is accepted by TGAB. The Second Party shall be bound by this Agreement from the time it becomes binding; confirmation of the registration and activation of the Package benefits shall nevertheless remain subject to the requirements of clause 4.3.

2.2 Electronic acceptance shall be effected by entering the data specified in Schedule 5, ticking the consent boxes (none of which shall be pre-ticked) and clicking the acceptance button, and shall have the same legal effect and evidential weight as a signature under Federal Decree-Law No. 46 of 2021 on Electronic Transactions and Trust Services. TGAB may also use one-time passwords (OTP), approved digital trust services or a handwritten signature. Acceptance or signature by electronic means through Adobe Acrobat Sign, or any other electronic signature platform approved by TGAB, shall be valid and effective.

2.3 Any individual accepting this Agreement on behalf of a company or other entity expressly represents and warrants that he or she is duly authorised to represent that entity and to accept, on its behalf, all of the terms of this Agreement and the financial obligations arising under it, including the Package Fees, the Success Fees and any agreed compensation.

2.4 The Second Party shall provide an authorisation, power of attorney or approving resolution of the relevant entity: (a) in respect of every sponsorship Package; (b) where the accepting individual is not an owner, manager or authorised signatory as shown in the entity's licence or commercial register; (c) where the entity's constitutional documents require a resolution of its board or partners; and (d) in any other case in which TGAB reasonably so requests. TGAB may suspend confirmation of the registration until that document is provided or the authorised signatory confirms the acceptance in writing.

2.5 Verification of an email address or telephone number shall not, of itself, constitute evidence of authority. If the accepting individual lacks authority, or acts in excess of it, and the entity does not ratify the acceptance in writing within fourteen days after TGAB's request, the individual shall be personally bound by this Agreement as if he or she had accepted it in his or her own name, and shall compensate TGAB for any loss resulting from the lack of authority. The individual gives this undertaking expressly and

independently by ticking box 2 of Schedule 5. The Second Party shall notify TGAB immediately of any change in its representative, and no such change shall release the Second Party from any obligation arising before TGAB receives that notice.

2.6 TGAB shall maintain an electronic acceptance record comprising: the text and number of the accepted version; the details of the entity and its representative; the date and time of acceptance; the verification result and transaction code; any authorisation documents; and technical session data, including the IP address. That record, together with the records of any electronic signature platform, including verification results, time stamps, transaction numbers and audit trail, shall constitute evidence against the Second Party unless the contrary is proved. TGAB shall send a copy of the accepted Agreement, bearing a reference number, to the Second Party's registered email address.

2.7 The obligations under clauses 9 to 13 shall bind the Second Party and its Related Parties, and the Second Party guarantees their compliance with those obligations.

3. Scope and the Government Sector

3.1 This Agreement is intended for private-sector companies, commercial entities, investors, Sponsors and Participants and applies to all participation and sponsorship Packages. Any provision specific to a particular Package shall supplement this Agreement.

3.2 This Agreement shall not apply to ministries, government authorities or other official or semi-governmental entities. Their participation in the Summit, and any cooperation with them, shall be governed by a separate institutional cooperation and professional and strategic services agreement, which shall set out the scope of the services, the applicable fees and the approval mechanism in accordance with applicable laws and regulations.

3.3 No consideration payable to TGAB under this Agreement or any other agreement constitutes, or shall be construed as, a personal commission or reward to any government employee or public official. Neither the Package Fees nor the Success Fees are linked to any governmental decision, and no provision of this Agreement shall be construed in a manner contrary to applicable anti-bribery or conflict-of-interest laws.

3.4 Where the counterparty to a Transaction is a governmental or semi-governmental entity, no Success Fees shall be payable in respect of that Transaction unless a separate written addendum specifies the actual professional services provided to the Second Party and complies with the applicable rules; and in no event shall any Success Fees be payable where the law or the applicable government procurement rules prohibit the payment of any fee.

4. Registration, Eligibility and Verification

4.1 Only one Package may be selected per registration. Participant Package prices depend on the Participant's place of residence (UAE and GCC, or International). TGAB may request evidence of residence and may, before confirmation, correct the classification and recover any resulting price difference.

4.2 TGAB may verify the identity, licence and representatives of the Second Party and request know-your-customer (KYC) documents, and may refuse or cancel any registration for compliance or reputational reasons or by reason of inaccurate information, in which case TGAB shall refund any amount legally due.

4.3 Neither a registration nor an expression of interest constitutes a reservation. A registration shall be confirmed only once: (a) the Package Fees have been received in full and verified; (b) this Agreement has been accepted; (c) the representative's authority has been verified; and (d) a Written Confirmation has been issued.

5. Packages and the Role of TGAB

5.1 TGAB shall provide the Package benefits set out in the Package Statement stored with the registration. The Package Statement shall be the definitive statement of those benefits and shall prevail over any marketing material, profile or prior correspondence. Each Package Statement shall specify, to the extent applicable to the Package, the number of business meetings, guest invitations, hotel accommodation, private meeting rooms and screens, brand visibility and any sector exclusivity. No benefit that is not stated in the Package Statement, and no additional or exceptional benefit, shall bind TGAB unless it is granted in writing and signed by an authorised signatory of TGAB's management.

5.2 TGAB acts as a platform for introductions, coordination and the facilitation of meetings and of business and investment opportunities. All meetings are subject to availability and to confirmation by the parties concerned. TGAB does not guarantee that any particular meeting will take place, that any particular entity will attend, that any transaction, investment, financing or partnership will be completed, or that any financial return will be achieved, and the absence of a commercial outcome shall not constitute a breach of this Agreement.

5.3 Any definitive transaction shall be governed by the separate contracts entered into by the parties concerned. TGAB shall be neither a party to nor a guarantor of any such transaction, and the Second Party shall not represent TGAB as a guarantor, partner or financier of any transaction without TGAB's written consent.

5.4 Package benefits are personal to the Second Party, are not exchangeable for cash and are transferable only in accordance with clause 16. The Package Fees do not cover travel, visas, insurance, personal expenses or anything not expressly included in the Package Statement.

5.5 Limits of TGAB's role: TGAB's role is limited to introduction, communication, coordination and the facilitation of opportunities, and does not constitute any guarantee that financing or investment will be obtained or that any transaction will be completed. TGAB does not provide investment, financial, legal or tax advice, does not promote financial products and does not provide financial services requiring a licence from the Securities and Commodities Authority or the Central Bank of the UAE, and no Introduction constitutes an offer of securities. Where an opportunity involves financial products or services subject to licensing, it shall be dealt with through persons duly licensed for that purpose.

6. Package Fees, Taxes and Payment

6.1 All prices are stated in United States dollars (USD) and are exclusive of value added tax (VAT). VAT and any other legally applicable charges shall be added in accordance with applicable legislation, the final amount payable shall be displayed before payment, and the pricing and discount conditions set out in Schedule 1 shall apply.

6.2 The Package Fees shall be paid in full, by bank transfer or by another method approved by TGAB, by the earlier of (a) the seventh day after registration and (b) the expiry of the applicable offer or, in the case of Sponsors, in accordance with a written payment schedule. The Second Party shall bear all bank and transfer charges, including intermediary and correspondent bank charges, so that TGAB receives the full amount invoiced. A transfer receipt shall not, of itself, constitute evidence of payment, and any reservation that remains unpaid shall lapse automatically.
6.3 The Package Fees are separate from the Success Fees and shall not be set off against, credited towards or substituted for the Success Fees unless otherwise agreed in writing. Each invoice issued under this Agreement shall constitute written evidence of a debt of a fixed amount, due and payable on its due date.
6.4 Payment in dirhams and VAT: Where TGAB permits payment of any amount in UAE dirhams (AED), that amount shall be converted from USD at the exchange rate published by the Central Bank of the UAE on the date of the invoice. Each tax invoice shall state the VAT payable in AED, calculated in accordance with Federal Decree-Law No. 8 of 2017 on Value Added Tax and its Executive Regulation.

7. Sponsor Rights and Compensation for Undelivered Benefits

7.1 TGAB shall provide to each Sponsor the benefits of its Package as set out in the Package Statement and Schedule 3, shall not grant to any lower-tier Package a benefit exceeding that granted to a higher-tier Package, and shall feature each Sponsor in approved materials in accordance with its tier.
7.2 Sector exclusivity shall exist only where granted under a separate written agreement. Where so granted, TGAB shall not accept a competing sponsor in the same sector for the agreed period.
7.3 If any benefit cannot be provided for reasons attributable to TGAB, TGAB shall provide an alternative benefit of equivalent value approved by the Sponsor, failing which TGAB shall compensate the Sponsor in accordance with Schedule 3. Such compensation: (a) shall be limited to benefits not actually delivered; (b) shall be subject to documented proof and to a valuation proportionate to the value of the undelivered benefit; (c) shall not in aggregate exceed 20% of the value of the relevant sponsorship Package; (d) shall constitute full and final compensation in respect of those benefits and the Sponsor's sole and exclusive remedy for them; and (e) shall count towards the limit of liability in clause 19.3.
7.4 No compensation shall be payable in respect of: (a) meetings declined, or not confirmed, by the counterparty; or (b) any benefit that is delayed or prevented because the Sponsor has failed to deliver materials, data or approvals by the deadlines set out in Schedule 3, or because the Sponsor's materials contravene the law or the applicable branding guidelines.
7.5 Each Sponsor shall be entitled to a discount on the Success Fees in accordance with Schedule 2 and to priority in the scheduling of business meetings according to its tier, without prejudice to its obligations under clauses 9 to 12.

8. Protection of Sponsorship Value and Conduct

8.1 In order to protect the rights of Sponsors and exhibitors, no Second Party shall, except to the extent permitted by its Package or with TGAB's prior written consent, carry out any promotional activity, distribute any materials, display any brands, hold any side event or conduct any commercial filming at the Summit venue, in the name of the Summit or in association with it.
8.2 The Second Party shall comply with the rules of the venue and with TGAB's organisational and security instructions, and shall be responsible for its representatives and guests and for any damage caused by them. TGAB may remove any person in breach and cancel the relevant registration without refund, without prejudice to its right to claim compensation.

9. Introductions, Business Meetings and Registration of Opportunities

9.1 "Introduction" means any presentation, meeting request, meeting, contact or exchange of details between the Second Party and any other person that takes place through the Platform or the TGAB team, during the Summit, at the Summit venue or at any related event, whether before, during or after the Summit, and whether or not a meeting results. Every Introduction shall be presumed to have been facilitated by TGAB unless the Second Party proves otherwise.
9.2 TGAB shall record Introductions in the Opportunity Register, including the names of the parties introduced, the date of the Introduction, the nature of the opportunity and the related correspondence and meetings, by means of meeting records, correspondence, emails, registration data, invitations and electronic confirmations, and may notify the Second Party electronically of any registered Introduction or opportunity. Each entry in the Opportunity Register shall give rise to a presumption, rebuttable by the Second Party, that the Introduction took place through TGAB and on the date recorded.
9.3 If, before the relevant Introduction, the Second Party had a documented and independent business relationship with an Introduced Party concerning the same opportunity, it shall notify TGAB in writing, with supporting evidence, within fourteen days after the later of (a) the first Introduction and (b) its receipt of TGAB's notice, failing which that Introduced Party shall be presumed to have been introduced through TGAB, and the prior relationship may thereafter be proved only by written evidence bearing a fixed date. Mere knowledge of the Introduced Party's name, or general contact with it, shall not constitute evidence of such a relationship. Such evidence shall bear a fixed and verifiable date preceding the relevant Introduction. TGAB may dispute a notification within fourteen days after its receipt, in which case the burden of proving the prior relationship shall rest with the Second Party. A notification shall apply only to the specific opportunity documented in it and shall not extend to any other opportunity, project or Transaction with the same Introduced Party.
9.4 The Second Party shall confirm or decline meetings arranged by TGAB in good time and shall cooperate in updating the Opportunity Register.

10. Non-Circumvention and Protection of TGAB's Rights

10.1 The protection afforded to TGAB by this clause 10 extends to any dealing, agreement or commercial or investment transaction entered into, directly or indirectly, during the Protection Period with any Introduced Party, including any opportunity, project or Transaction arising from, or developed out of, the relationship established through the Introduction, whether by the Second Party itself or through any of its Related Parties or any other intermediary, consultant or third party acting on its behalf or for its benefit, and

whether the Introduced Party is an investor, buyer, seller, supplier or otherwise, subject to the exceptions and evidential provisions of this Agreement.

10.2 The Second Party shall not: (a) bypass, exclude or circumvent TGAB; (b) use any contact details, information or relationships obtained through TGAB to conclude a transaction with a view to avoiding the Success Fees; or (c) transfer any transaction, or any right to negotiate or perform it, to a Related Party or a substitute entity, change the name, legal form, structure or financing of the relevant project, or divide it into separate contracts, where the purpose or effect of doing so is to circumvent TGAB's rights. No such act shall extinguish TGAB's rights where the transaction results from an Introduction.

10.3 The protection under this clause 10 extends to Transactions concluded after the Summit, provided that they are concluded within the Protection Period. Nothing in this clause 10 shall prevent legitimate professional contact or invalidate any contract concluded with a third party.

10.4 Protection Period: a period of twenty-four (24) months, calculated separately for each Introduced Party and commencing on the later of (a) the closing date of the Summit (20 January 2027) and (b) the date of the first Introduction between the Second Party and that Introduced Party.

10.5 Multiple Introductions: Repeated presentations of, or meetings with, the same Introduced Party shall not cause a new Protection Period to commence. However, where TGAB introduces the same Introduced Party in connection with a new and independent opportunity or project and notifies the Second Party in writing that it has registered that opportunity, a separate Protection Period shall apply to that opportunity only, commencing on the date of that notice.

10.6 The expiry or termination of this Agreement, the cancellation of a registration or non-attendance at the Summit shall not extinguish the protection or the financial rights arising from any Introduction made before that event, which shall continue in full force until the end of the applicable Protection Period.

10.7 Agreed compensation: Any breach of this clause 10 or of clause 12 shall constitute a material breach of this Agreement, whereupon the Second Party shall pay to TGAB the Success Fees due, as consideration for the Services, together with agreed compensation for the breach (liquidated damages) equal to fifty per cent (50%) of those Success Fees. The Parties acknowledge that such agreed compensation is a reasonable pre-estimate of the loss that TGAB would suffer as a result of the breach, including the costs of detecting and verifying it and of recovering TGAB's entitlements, in accordance with Article 340 of the Civil Transactions Law promulgated by Federal Decree-Law No. 25 of 2025. TGAB may claim compensation exceeding the agreed compensation only where it proves that the Second Party has committed fraud or gross fault, and no loss shall be compensated more than once.

10.8 Extension Period: The protection under this clause 10, including the presumption in clause 11.8, shall continue for a period of twelve (12) months after the end of the Protection Period (the **"Extension Period"**) in respect of any Transaction concluded during the Extension Period where the negotiations or opportunity relating to it began during the Protection Period and were documented in writing in the Opportunity Register, in correspondence or in minutes of meetings; and such a Transaction shall be treated, for the purposes of clauses 11 and 12, as concluded within the Protection Period.

11. Success-Based Professional Service Fees

11.1 TGAB shall be entitled to the Success Fees for the Services it provides, namely introduction, presentation, coordination and commercial and investment facilitation, whenever a Transaction is concluded with an Introduced Party within the Protection Period. The Success Fees are consideration for those Services and not for the taking of any investment or governmental decision.

11.2 The Success Fees shall be calculated on the value of the Transaction by applying the progressive tiers set out in Schedule 2, the rate for each tier applying only to that portion of the value which falls within that tier. The value of the Transaction shall be determined in accordance with the rules set out in Schedule 2.

11.3 Liable Party: (a) The Success Fees shall be payable by the party to the Transaction that receives the consideration under it, being the seller, supplier, service provider or recipient of the investment or financing (the **"Liable Party"**). (b) Where that party is not bound to TGAB by an agreement on equivalent terms, the Second Party shall pay the Success Fees, calculated on the consideration paid or committed by it under the Transaction, and shall be the Liable Party for the purposes of this Agreement. (c) Where the other party to the Transaction is bound to TGAB by an agreement containing an equivalent obligation, that party shall be jointly and severally liable with the Liable Party for the Success Fees if it is in breach of the corresponding non-circumvention or disclosure obligations. (d) The Success Fees shall be payable once only in respect of each Transaction, calculated on its value irrespective of the number of parties to it that are bound to TGAB, and shall not be charged twice in respect of the same consideration.

11.4 Accrual and invoicing: The Success Fees shall accrue in proportion to the consideration received or paid by the Liable Party. TGAB shall issue a tax invoice in respect of each instalment, with VAT added where applicable, and each such invoice shall be payable within fourteen days after its date. TGAB shall issue each invoice upon becoming aware of the relevant receipt or payment, whether through a disclosure under clause 12 or otherwise.

11.5 The Success Fees shall also be payable on all phases, instalments, subsequent contracts, renewals and expansions that are materially connected with the Transaction and concluded within the Protection Period. No Transaction may be divided, nor its value allocated among Related Parties, with a view to reducing or avoiding the Success Fees.

11.6 VAT, similar governmental taxes and refunded amounts shall be excluded from the value of the Transaction, provided that they are itemised and evidenced. No operating costs, nor any commissions paid to others, may be deducted from that value without TGAB's written consent. A different basis for determining the value of a particular Transaction may be agreed in writing where its nature so requires.

11.7 The Success Fees shall be payable only in accordance with the terms of this Agreement and applicable law. No Success Fees shall be payable merely by reason of attendance at the Summit, the holding of a meeting or the signing of a non-commercial memorandum of understanding that gives rise to no consideration, nor in respect of any prior relationship notified under clause 9.3, nor in the circumstances described in clause 3.4.

11.8 Evidence of TGAB's role and causation: TGAB's entitlement to the Success Fees shall be established by showing that the Second Party was introduced to the Introduced Party by an Introduction recorded under clause 9.2 or presumed under clause 9.3, and that the Transaction was concluded within the Protection Period. The Transaction shall then be presumed to have resulted from the

Introduction unless the Second Party proves that it arose from an independent cause unconnected with the Introduction. TGAB shall not be required to prove that it participated in the negotiation or conclusion of the Transaction.

11.9 Success Fees after protection: TGAB's right to the Success Fees shall not lapse in respect of any Transaction concluded after the end of the Protection Period and the Extension Period where TGAB proves that the Transaction resulted directly from an Introduction made through TGAB. The presumption in clause 11.8, the agreed compensation in clause 10.7 and the disclosure obligations in clause 12 shall not apply in that case. This clause 11.9 shall survive the expiry or termination of this Agreement.

12. Disclosure and Verification

12.1 The Second Party shall notify TGAB in writing of any Transaction with an Introduced Party within fourteen days after its conclusion, specifying its parties, nature, value and payment schedule, and shall notify TGAB of each amount received or paid under it within fourteen days after such receipt or payment.

12.2 The Second Party shall, upon TGAB's request (which may not be made more than once in any period of six months during the Protection Period), provide a written declaration stating whether or not any Transaction has been concluded.

12.3 TGAB may request such reasonable and specific documents or extracts as are necessary to verify the value of a Transaction and the payments made under it. The Second Party may withhold confidential information that is not necessary for that purpose, but shall not withhold any data that is essential to such verification. This clause 12.3 does not confer any general right to inspect the Second Party's books.

12.4 Any data provided by a counterparty to a Transaction that is bound to TGAB by an agreement on equivalent terms shall constitute evidence that may be relied upon against the Second Party. In the event of a material discrepancy, the Parties may agree upon an independent audit, the cost of which shall be borne by the Second Party if its disclosure is shown to have understated the true position by more than five per cent (5%).

12.5 TGAB shall use the documents and information received under this clause 12 solely to verify and enforce its rights, shall keep them confidential in accordance with clause 13, and shall restrict access to them to those who need it for that purpose.

13. Confidentiality and Non-Misuse of Participant Data

13.1 Each Party shall keep confidential all non-public business, investment and financial information exchanged in connection with this Agreement and shall not disclose or use such information otherwise than for the purposes of this Agreement, save with the prior written consent of the disclosing Party or as required by law or by order of a competent authority. This obligation shall not apply to information that is or becomes lawfully available to the public, or that the recipient proves was independently known to it.

13.2 No Party shall copy, sell or share with any third party, or use for mass marketing or for soliciting the clients of Sponsors, any list or data of participants or investors.

13.3 The obligations under this clause 13 shall survive for two years after the Summit and, in respect of Introductions and Transactions, for the duration of the Protection Period.

14. Personal Data Protection

14.1 Collection and use: TGAB shall collect the personal data of the Second Party and its representatives (comprising identity, contact details, job title, entity and licence details, Package, payment and verification data, and the acceptance record) and shall process it for the purposes of registration, verification, compliance, payment, organisation, the arrangement of meetings, the recording of Introductions, the performance of this Agreement and the protection of TGAB's rights.

14.2 Disclosure: The Second Party consents to the disclosure of core business details (name, entity, job title, sector and professional contact details) to business-meeting counterparties, the hotel, the venue and technical and organisational service providers, to the extent necessary to organise the Summit. TGAB shall not sell personal data to any third party.

14.3 Retention: TGAB shall retain personal data for the term of this Agreement and the Protection Period and for any further period required by law or necessary for the establishment, exercise or defence of legal rights, and shall thereafter delete or anonymise it.

14.4 Transfers outside the UAE: Personal data may be processed by service providers outside the United Arab Emirates, subject to appropriate contractual and technical safeguards and in accordance with Federal Decree-Law No. 45 of 2021 on the Protection of Personal Data and other applicable legislation.

14.5 Rights of data subjects: Any data subject may request access to, rectification or erasure of, or restriction of the processing of, his or her personal data, object to such processing or withdraw consent, by writing to info@tgab.ae. TGAB shall respond within the period prescribed by law, without prejudice to its retention of any data required for the performance of this Agreement or the protection of rights. The Second Party confirms that it has obtained the consent of its representatives to the processing described in this clause 14.

14.6 Data security: TGAB shall implement appropriate technical and organisational measures to protect personal data and shall notify the data subjects concerned and the competent authorities of any personal data breach where required by law.

15. Photography and Intellectual Property

15.1 Photographs and recordings will be taken at the Summit for documentation purposes. Any use, in media or marketing materials, of images or recordings in which the Second Party's representatives appear shall be subject to a consent given separately from the acceptance of the commercial terms (Schedule 5). The individual concerned may object to such use, or withdraw such consent, at any time by notice to info@tgab.ae, in which case TGAB shall cease any new use within a reasonable period after receiving the notice, but shall not be required to withdraw any material published before it. Refusal or withdrawal of that consent shall not affect the validity of the registration or the Second Party's rights under this Agreement.

15.2 Each Party's names, logos, trade marks and materials shall remain its own property. No person may use TGAB's name, logo, identity or materials without TGAB's prior written consent. Sponsors may use the name and logo of the Summit only to the extent permitted by their Package, in accordance with TGAB's brand guidelines and during the term of this Agreement. This includes the Summit programme, presentations, recordings, participant lists and marketing materials, which may not be reproduced, republished or commercially exploited without TGAB's prior written consent.

15.3 Each Sponsor grants to TGAB a non-exclusive, royalty-free licence to use its name and logo, in accordance with its Package, for the term of this Agreement and for six months after the Summit.

16. Cancellation, Refunds and Transfers

16.1 Cancellation by the Second Party: Any request for cancellation shall be sent in writing to TGAB's official email address. All time limits shall run from the date of its receipt, and the refund schedule set out in Schedule 4 shall apply according to whether the request is made by a Participant or by a Sponsor. Early-bird registrations are non-refundable. The Second Party shall expressly accept the cancellation and refund policy before completing registration and payment, in accordance with Schedule 5.
16.2 Transfer: A registration or sponsorship Package may be transferred free of charge to another individual within the same entity or, with TGAB's prior written consent, to another entity, provided that the transferee satisfies the eligibility requirements and accepts this Agreement. Refusal of a visa or inability to travel shall not entitle the Second Party to a refund, but the Second Party may request a transfer.
16.3 TGAB shall notify the Second Party in writing of its decision on a refund request within thirty (30) days after receiving the complete request. Any refund due shall be paid within thirty (30) days after the date of TGAB's written approval, by the original method of payment where possible, net of bank charges.
16.4 This clause 16 and Schedule 4 shall apply subject to any mandatory rights that cannot lawfully be excluded by agreement. No cancellation, transfer or non-attendance shall affect the obligations under clauses 9 to 12.

17. Hotel Accommodation

17.1 Where the Package Statement includes accommodation, such accommodation shall comprise three consecutive nights (check-in on 18 January 2027 and check-out on 21 January 2027) at the hotel named in the Package Statement or at the official hotel designated by TGAB, subject to availability and final confirmation. TGAB may provide alternative accommodation of a comparable standard.
17.2 Included suites are for single occupancy, and the occupancy of Premium Rooms shall be determined by TGAB. Guest invitations confer no entitlement to accommodation. Additional rooms, upgrades and extensions of stay beyond the included nights are subject to availability, prior approval and Written Confirmation, and shall be charged at the applicable rates. Each occupant of the accommodation shall bear his or her own personal expenses and shall be liable for any damage he or she causes.

18. Postponement, Cancellation, Force Majeure and Programme Changes

18.1 Postponement: If the Summit is postponed, all registrations and Packages shall be carried over to the new date. Any Second Party unable to attend on the new date may request a refund within fourteen days after notification of the postponement, net of the actual non-recoverable costs determined in accordance with clause 18.4.
18.2 Cancellation by TGAB: If TGAB cancels the Summit outright for reasons attributable to it, TGAB shall refund the Package Fees paid in full within thirty days, and such refund shall constitute full and final compensation.
18.3 Force majeure: Neither Party shall be liable for any failure or delay in performing its obligations to the extent caused by unforeseeable and unavoidable circumstances beyond its control, including natural disasters, war, civil unrest, governmental decisions, epidemics, failure of public utilities and unavailability of the venue; provided that this clause 18.3 shall not release either Party from any obligation to pay any sum that has fallen due. If such circumstances prevent the Summit from taking place, the Second Party may elect either to carry over the Package Fees to a later edition or to receive a refund net of the actual non-recoverable costs determined in accordance with clause 18.4. If such circumstances continue for more than sixty days, either Party may terminate this Agreement, without prejudice to accrued financial rights or to clauses 9 to 12.
18.4 Deduction of costs: Any deduction, where permitted by law, shall be limited to actual costs paid to third parties for the account of the Second Party (such as hotel bookings and materials produced in its name) which could not be recovered despite reasonable efforts. TGAB shall provide an itemised statement of such costs, together with supporting documents, within thirty days after the refund request.
18.5 Programme changes: The programme is scheduled to be announced on 12 January 2027, subject to approval. TGAB may, for reasonable organisational reasons, change the programme, speakers, timings, rooms or venue (within Dubai), provided that the essential benefits of the Package are not affected. Reasonable organisational changes made in accordance with this clause 18.5 shall not constitute a breach of this Agreement and shall not entitle the Second Party to any refund or compensation.
18.6 The rights set out in this clause 18 and in Schedule 4 constitute the Second Party's sole remedies in respect of postponement, cancellation or force majeure, and TGAB shall have no further liability in that respect.

19. Limitation of Liability

19.1 TGAB acts as a platform for introductions, coordination and the facilitation of meetings and opportunities, and does not guarantee the completion of any transaction, investment, financing or partnership or the achievement of any financial return. Each Party shall be responsible for its own decisions and due diligence, and TGAB shall not be liable for any breach by any Introduced Party or other third party.
19.2 TGAB shall not be liable for any loss of profit, loss of opportunity or indirect or consequential loss, nor for the services of the hotel, the venue or any third-party supplier, nor for the loss of personal belongings or exhibits.
19.3 TGAB's total aggregate liability arising under or in connection with this Agreement shall not exceed the Package Fees actually paid by the Second Party under this Agreement.
19.4 Nothing in this Agreement shall limit or exclude any liability: (a) for fraud, wilful misconduct or gross negligence; (b) for death or personal injury caused by TGAB's fault; or (c) which cannot lawfully be limited or excluded.

20. Compliance, Anti-Bribery and Conflicts of Interest

20.1 Each Party shall comply with all applicable laws of the United Arab Emirates and of any other relevant jurisdiction, including anti-money laundering, counter-terrorist financing and sanctions laws. The Second Party represents and warrants that neither it nor

any of its representatives is listed on any sanctions or terrorism list applicable in the United Arab Emirates, and that its funds derive from lawful sources.
20.2 Each Party undertakes not to offer, solicit or accept any bribe, improper advantage or personal commission with a view to influencing any commercial or governmental decision, and to disclose to the other Party any material conflict of interest.
20.3 TGAB may suspend the Second Party's participation, refuse a registration or terminate this Agreement with immediate effect, upon a proven material breach of this clause 20 or of clause 3, in which case TGAB shall refund any amount legally due.

21. No Agency or Partnership

Nothing in this Agreement shall create, or be deemed to create, a partnership, joint venture, agency or employment relationship between the Parties, and neither Party shall have authority to bind the other in relation to any third party without separate written authority.

22. Term, Termination and Continuity of Rights

22.1 This Agreement shall take effect at the time determined under clause 2.1 and shall continue in force until the obligations relating to the Summit have been performed. Clauses 9 to 12 shall survive until the end of the applicable Protection Period and Extension Period and, in respect of any Transaction concluded within either of them, until all Success Fees payable in respect of it have been paid in full, without prejudice to accrued rights. Clause 11.9 shall survive without limit of time, and clauses 13 and 14 shall survive for the periods specified in them. Clauses 19 and 25 shall continue to apply to any claim arising out of or in connection with this Agreement.
22.2 If either Party commits a material breach of this Agreement and fails to remedy that breach within fifteen days after receiving written notice requiring it to do so, the other Party may terminate this Agreement by written notice, whereupon this Agreement shall automatically terminate in accordance with this clause, without the need for any further notice or court judgment, and without prejudice to the terminating Party's right to compensation. In addition, TGAB may suspend the Second Party's participation or terminate this Agreement with immediate effect by written notice if the Second Party breaches clause 10, 12 or 20, or engages in conduct that seriously damages, or is likely seriously to damage, the reputation of TGAB or the Summit. In that event, Package Fees paid shall not be refundable save to the extent required by law, and all Success Fees and other amounts accrued shall remain payable, without prejudice to clause 10.6 and to TGAB's right to compensation.
22.3 The expiry or termination of this Agreement shall not affect any financial rights or obligations that accrued before such expiry or termination, including the rights under clause 10.6.
22.4 Institutional platform and continuity of rights: The Parties acknowledge that TGAB operates as a continuing institutional platform for trade and investment cooperation between the Gulf, Africa and international markets, and not merely as an annual event. Accordingly, the conclusion of the Summit or the end of the Second Party's participation shall not affect: (a) any independent commercial agreements concluded by the Second Party; (b) any partnerships or projects resulting from an Introduction; (c) TGAB's rights to the Success Fees and to the protection of opportunities during the Protection Period and the Extension Period and under clause 11.9; or (d) any obligations which by their nature are intended to continue after the expiry or termination of this Agreement. This clause 22.4 does not create any financial or commercial obligation in addition to those set out elsewhere in this Agreement.

23. Notices

Every notice under this Agreement shall be in writing and shall be sent to the registered official email address of the relevant Party or through the Platform. A notice shall be deemed received, and shall take effect, at the time of sending, unless the sender receives a notification of delivery failure. Electronic correspondence shall be admissible in evidence, and each Party shall keep its contact details up to date.

24. Assignment

The Second Party shall not assign or transfer this Agreement or any of its rights or obligations under it, except in accordance with clause 16.2 or with TGAB's prior written consent. TGAB may assign its right to collect the Success Fees or any other amount due under this Agreement to an affiliated or licensed entity upon notice to the Second Party.

25. Governing Law and Jurisdiction

25.1 This Agreement, and any dispute or claim arising out of or in connection with it, shall be governed by and construed in accordance with the federal laws of the United Arab Emirates and the laws in force in the Emirate of Dubai.
25.2 The Parties shall seek to settle any dispute amicably within fifteen days after written notice of that dispute by either Party to the other. Failing such settlement, the Courts of Dubai shall have jurisdiction to determine the dispute, without prejudice to the right of either Party to bring proceedings before the competent court within whose jurisdiction the other Party is domiciled or holds assets, where necessary to enforce its rights.
25.3 No attempt at amicable settlement shall prevent either Party from applying to the courts for interim, precautionary or urgent relief, from seeking a payment order where the relevant conditions are satisfied, or from taking any step necessary to prevent a right from becoming time-barred.

26. General Provisions and Versions

- This Agreement constitutes the entire agreement between the Parties in relation to its subject matter and supersedes all prior negotiations, correspondence and marketing materials relating to it. In the event of any conflict, the following order of precedence shall apply: (a) any specific agreement signed by the Parties; (b) the Package Statement; (c) the clauses of this Agreement; and (d) the Schedules.
- This is version TGAB-MOU-2027-v5 of this Agreement. TGAB may update this Agreement for subsequent registrations under a new version number. Each Party shall remain bound by the version that it accepted, and no amendment shall apply retroactively to any agreement previously accepted, save with the consent of the Party concerned or where the law so provides.

- This Agreement may be amended only in writing, including by electronic means, with the acceptance of both Parties. The invalidity of any provision shall not affect the validity of the remaining provisions. No failure or delay in exercising any right shall operate as a waiver of it. The rights and remedies under this Agreement are cumulative and are in addition to those provided by law.
- This Agreement is made in Arabic and English, and the two texts are intended to be identical in meaning. In the event of any discrepancy or inconsistency between them, the Arabic text shall prevail. Electronic copies and records of this Agreement shall be admissible in evidence.

Schedule 1: Participation and Sponsorship Packages and Prices

Participation Package	UAE and GCC / International
Delegate / Market Access	USD 2,475 / 3,190
Business / Matchmaking	USD 4,125 / 4,840
Elite / Strategic Investor	USD 7,150 / 7,865

Sponsorship Package	Package Fees
Strategic Partner	USD 100,000
Platinum Sponsor	USD 60,000
Gold Sponsor	USD 30,000
Silver Sponsor	USD 15,000

- All prices are standard prices stated in USD and exclusive of VAT; VAT and any other legally applicable charges shall be added in accordance with applicable legislation.
- The benefits and final price of each Package are those set out in the Package Statement displayed on the Platform at registration and stored with the registration record.
- Early-bird prices apply only during the announced offer period and within the allocated number of places, and early-bird registrations are non-refundable.
- No discount or promotional price shall apply unless it is in force and confirmed in writing, and no offer may be combined with any other offer or with sponsorship benefits without TGAB's written consent.
- The discounts on the Success Fees set out in Schedule 2 do not apply to the Package Fees.

Schedule 2: Success-Based Professional Service Fees

Progressive Tier	Rate
The first USD 1,000,000 of the Transaction value	5%
The portion exceeding USD 1,000,000, up to and including USD 10,000,000	4%
The portion exceeding USD 10,000,000	3%

Worked Example

Tier	Success Fees, USD
First USD 1,000,000 at 5%	50,000
Next USD 9,000,000 at 4%	360,000
Remaining USD 2,000,000 at 3%	60,000
Total Success Fees on a Transaction value of USD 12,000,000	470,000

Rules for determining the value of a Transaction:

- Sale and supply: the total agreed price of the goods.
- Services: the total agreed consideration over the term of the contract or, where that term exceeds 24 months or is indefinite, the consideration for the first 24 months.
- Investment: the amount committed or the amount paid, whichever is greater, including equity contributions and shareholder loans.
- Financing: the principal amount committed or drawn, whichever is greater, excluding interest and returns.
- Joint venture or partnership: the total capital contributions of the Introduced Party.
- Long-term, framework or open-value contracts: the value of the first 24 months of performance.
- Instalments: the Success Fees accrue pro rata on each instalment upon its receipt, with the tiers applied to the cumulative value of the Transaction.
- Non-cash consideration, including shares, assets and services in kind: its fair market value on the date of transfer or performance, as agreed or, failing agreement, as determined by an independent valuer at the cost of the Liable Party.
- Currency: amounts in other currencies shall be converted into USD at the exchange rate published by the Central Bank of the UAE on the date of each receipt or payment.

Sponsor Discounts on the Success Fees

Package	Discount
Strategic Partner	50%
Platinum Sponsor	30%
Gold Sponsor	20%
Silver Sponsor	10%

Accrual, payment and discount conditions:

- Liable Party: as determined in accordance with clause 11.3.
- Accrual: the Success Fees accrue pro rata to each amount received or paid by the Liable Party; a tax invoice shall be issued for each instalment and shall be payable within fourteen days, with VAT added where applicable.
- Sponsor discount: the discount applies only to Success Fees payable by the Sponsor itself as the Liable Party under clause 11.3, and shall not extend to the other party to the Transaction. It does not apply to the Package Fees, confers no right to a refund of any Package Fees, and shall not apply where the Sponsor is in breach of clause 10 or clause 12. The discount applies to eligible Success Fees only and may not be combined with any other waiver of, or discount on, the Success Fees without the written approval of TGAB's management.
- The Success Fees shall be payable only in accordance with clause 11.7 and once the Transaction has actually been concluded.

Schedule 3: Sponsor Benefit Deadlines and Remedies

Obligation	Deadline
Delivery of logo and brand assets in the required formats	Within 7 days after confirmation and in any event before 15 December 2026
Sponsor approval of draft materials	Within three (3) Business Days after the draft materials are sent to the Sponsor
Business-meeting requests and target counterparty profiles	Before 5 January 2027
Names of invited guests	Before 10 January 2027
Accommodation details and requests for additional rooms	Before 20 December 2026
Benefits delivery report to be issued by TGAB	Within 30 days after the Summit

- **Effect of Sponsor delay:** If the Sponsor delays in delivering logos, marketing materials, data, approvals or other required information, the time for performance of TGAB's related obligations shall be extended by a period equal to the delay or by such longer period as is reasonably required as a result of it. TGAB shall use reasonable efforts to include the late items in the remaining materials and production stages, shall not be liable for their omission from any materials produced or published before delivery, and no compensation or refund shall be payable in respect of such omission.
- **Production deadlines and late sponsorships:** All Sponsor materials are subject to the production, printing, publication and programme deadlines set by TGAB. For sponsorships confirmed after 8 December 2026, TGAB shall set a feasible delivery schedule and shall notify the Sponsor in writing, before confirming the sponsorship, of any benefit that cannot reasonably be delivered before the Summit, which TGAB may modify, replace with a benefit of equivalent value or exclude; and a benefit so notified shall not constitute an undelivered benefit for the purposes of clause 7.3.
- **Value of an undelivered benefit for the purposes of clause 7.3:** brand visibility: 10%; each business meeting not made available for reasons attributable to TGAB: 2%; private meeting room or meeting facilities: 5%; in each case of the value of the sponsorship Package, subject to an aggregate cap of 20%.
- **Claims procedure:** The Sponsor shall submit any claim for undelivered benefits in writing, together with supporting evidence, within 30 days after the date of the benefits delivery report, and TGAB shall determine the claim within 30 days after its receipt. Meetings declined, or not confirmed, by the counterparty shall not constitute undelivered benefits.

Schedule 4: Cancellation, Refunds, Postponement and Force Majeure

Event	Consequence
Cancellation by a Participant: early-bird registration	Non-refundable
Cancellation by a Participant: request received on or before 4 December 2026	Refund of 50% of the amount paid
Cancellation by a Participant: request received from 5 to 19 December 2026 inclusive	Refund of 25% of the amount paid
Cancellation by a Participant: request received on or after 20 December 2026, or non-attendance	No refund
Cancellation by a Sponsor: request received on or before 20 November 2026, provided that promotion under the Sponsor's name has not begun	Refund of 25% of the amount paid
Cancellation by a Sponsor: request received after 20 November 2026 or after promotion under the Sponsor's name has begun, whichever is earlier	No refund
Transfer of a registration or sponsorship	In accordance with clause 16.2; free of charge within the same entity
Visa refusal or inability to travel	No refund; transfer permitted
Postponement of the Summit	Carry-over, or refund net of actual costs, clause 18.1
Cancellation of the Summit by TGAB for reasons attributable to it	Full refund within 30 days, clause 18.2
Force majeure preventing the Summit	Carry-over, or refund net of actual costs, clause 18.3

This Schedule applies to registrations accepted after the publication of this version, subject to mandatory legal rights. Registrations accepted earlier remain subject to the policy accepted at the time of registration.

Schedule 5: Electronic Acceptance and Acceptance Data

Part A: Mandatory Acceptance Data

Full name	
Job title	
Company / entity name	
Official email address	
Licence or commercial registration number, where applicable	
Confirmation of authority to sign and accept	
Authorisation document, in the cases set out in clause 2.4	
Date and time of electronic acceptance	
Version number of the accepted Agreement	
Electronic acceptance record: transaction code, verification result and IP address	

Part B: Consent Boxes – none pre-ticked; boxes 1 to 5 mandatory, box 6 optional

☐ I confirm that I have read and understood Agreement TGAB-MOU-2027-v5, including its five Schedules, and I accept it.
☐ I confirm that I am duly authorised to represent the company or entity and to accept this Agreement, and all financial obligations under it, on its behalf, and I expressly undertake that, if this proves to be untrue and the entity does not ratify my acceptance, I shall be personally bound by this Agreement and shall compensate TGAB for any loss in accordance with clause 2.5.
☐ I expressly accept clauses 9 to 12, concerning the registration of Introductions, non-circumvention, the Success-Based Professional Service Fees and agreed compensation, for the Protection Period of 24 months.
☐ I expressly accept the cancellation, refund and transfer policy set out in clause 16 and Schedule 4, including that early-bird registrations are non-refundable.
☐ I consent to the processing of personal data in accordance with clause 14, which constitutes the privacy notice for registration for the Summit.
☐ (Optional) I consent to the use of images and recordings in which our representatives appear in TGAB's media and marketing materials in accordance with clause 15.1, and I understand that I may withdraw this consent at any time.

Acceptance button: "I Agree, Confirm and Accept All Terms and Conditions". The button shall be enabled only once the mandatory boxes have been ticked and the email address has been verified by a one-time code.

Execution – for Sponsors and for agreements signed outside the Platform

First Party – TGAB	Second Party
Name:	**Name: .....**
Title:	**Title: .....**
Signature:	**Signature: .....**
Stamp:	**Stamp: .....**
Date:	**Date: .....**