



**Contract for Integrated F&B Service
Provider(ISP) at IICC
(India International Convention & Expo Centre)
Operated by KINEXIN Convention Management
Private Limited**

March 2023



KINEXIN Convention Management Private Limited



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(India International Convention & Expo Centre) Operated by KINEXIN
Convention Management Private Limited**

KINEXIN Convention Management Private Limited (Hereinafter referred to as “Party A”) and _____ (Hereinafter referred to as “Party B”) conclude the contract for providing integrated F&B service (Hereinafter referred to as the “Contract”) within the premise of IICC (India International Convention & Expo Centre) on the _____ of _____, 2023.

Article 1. Contract Composition

This Contract contains the cover page, Contract conditions and attachments. The contents in Request for Proposal (RFP), the proposal and any other documents or materials submitted by Party B constitute the background of interpretation of this Contract in case the obligations and duties of both parties on this Contract may cause ambiguity in the interpretation of this Contract.

Article 2. Specification of the Area for F&B Operation

1. Address: India International Convention and Expo Centre, Dwarka Sector 25, New Delhi, India
* Registered Address will be shared as soon as the registration of the IICC is finalised.
2. F&B Locations: Designated areas in Exhibition Hall 1, Exhibition Hall 2 and Convention Centre
3. Total Size of F&B Area: 5,939.32m² (Including Kitchen, Storage and Staff Toilet Area)
4. Location and size of each F&B designated area throughout Exhibition Hall 1, Exhibition Hall 2 and Convention Centre are attached to the end of this Contract.

<Table 1: Area and Facilities Designated for F&B Operation>

Area		Space (sqm)	Details
Exhibition Hall 1 (EH 1)	1 st Floor	761	o Café, Bar
		78.6	o Café, Bar Kitchen
		36.96	o Café, Bar Storage
		5.07	o Café, Bar Staff Toilet
		5.07	o Café, Bar Staff Toilet
	1 st Floor (Mezz)	578	o Café, Bar (Mezz)

		28.7	o Café, Bar(Mezz) Kitchen
		46.4	o Café, Bar(Mezz) Kitchen
		15.49	o Café, Bar(Mezz) Storage
		5.37	o Café, Bar(Mezz) Staff Toilet
		10.34	o Café, Bar(Mezz) Staff Toilet
	2 nd Floor	345	o Restaurant
		69.71	o Restaurant Kitchen
		3.21	o Restaurant Staff Toilet(Male)
	Exhibition Hall 2 (EH 2)	1 st Floor (Mezz)	881
68.67			o Café, Bar Kitchen
73.23			o Café, Bar Kitchen
8.9			o Café, Bar Storage
4.08			o Café, Bar Staff Toilet
1 st Floor		514.73	o Café, Bar(Mezz)
		27	o Café, Bar(Mezz) Kitchen
		28.65	o Café, Bar(Mezz) Kitchen
2 nd Floor		582	o Restaurant (Indoor Sitting)
		504	o Restaurant (Outdoor Sitting)
		102	o Restaurant Kitchen
		102	o Restaurant Kitchen
		5.3	o Restaurant Storage
		5.3	o Restaurant Storage
Convention Centre		B1 Floor	123.78
	109.04		o Cafeteria Kitchen & Washing Area
	1 st Floor	59.3	o Café
	2 nd Floor	630.5	o Restaurant

		120.92	o Restaurant Kitchen
Outdoor Exhibition Area		TBD	*to be shared with other vendors under Party A's supervision
Future Development			o Exhibition Hall 3, 4, 5

< Important Note Regarding Scope of Work >

1. Any temporary kiosks, stalls, snack bars or food trucks, all of which may be set up by the exhibition/convention organiser in the form of event sponsorship, do not fall into the scope of works for the Service Provider that this Contract intends to select. However, with the consent of KINEXIN, Service Provider may contact the event organisers for an opportunity to perform the aforementioned services.
2. In case of temporary kiosks, stalls, snack bars or food trucks set up within the rented indoor event spaces, including the lobby and pre-function area in front of the exhibition hall/meeting rooms that will be inevitably utilised due to the events, Catering Service Provider will have priority over the F&B Integrated Service Provider in contacting and negotiating with the event organisers. F&B Integrated Service Provider can enter negotiation only when the Catering Service Provider fails to reach an agreement with the organisers.
3. In case of temporary kiosks, stalls, snack bars or food trucks to be set up outdoors, both Catering Service Provider and F&B Integrated Service Provider acknowledge and agree that they are on equal grounds and the organisers can hire either one of the two providers if desired.
4. If the roles of the Catering Service Provider and F&B Integrated Service Provider are performed by the same party, Clauses 2 and 3 of this section will not be applicable.

5. Specifications and the facilities in Table 1 above may vary depending on Party A's internal circumstances according to the pre-opening discussion between Party A and IICC Limited. Utilities and fittings inside each area are also subject to change, and Party B shall not appeal to Party A for such changes.
6. It is not Party A's obligation to equip the kitchen and F&B Operation area with the furniture and equipment but Party B's obligation to equip the operation area and kitchen with relevant furniture and equipment at their own cost in conjunction with Party A's guidelines.
7. The facilities used for Party B's F&B operation are limited to the F&B outlets and the subsidiary facilities (as specified in Table 1) it occupies. Party B cannot claim operational rights based on this Contract and RFP for the Outlets it did not include in its proposal initially, and the unoccupied Outlets can be leased to 3rd parties at Party A's sole discretion.

Article 3. Type of Business / Name of Stores

1. Type of Business: Inducement of F&B retailers and related stores into IICC venue and integrated management and supervision of those retailers.
 Direct operation of F&B Retail stores whenever necessary and required.
 * Retail stores managed and supervised by Party B shall operate within the designated area specified in Table 1 above.
2. Items consumed: As specified and proposed in Party B's proposal

Article 4. Contract Term

1. This Contract comes into effect from the time of receipt of the Contract officially signed and sealed by Party A. This Contract remains valid in the period between the conclusion of the Contract and the actual date of operation commencement. Party B is exempted from financial liabilities such as payment of MAG, Commissions and utilities in such period. However, the termination of the Contract during such period is not accepted.
2. Both parties conclude this Contract for the basic and initial term of five(5) years. The Contract can be renewed once for an additional term of five(5) years upon mutual agreement in writing by both parties.
3. When renewing the Contract, Party B shall provide Party A with the proposal for MAG and commission rates for the following five(5) years six(6) months prior to the final date of Contract Year 5. Upon reviewal, Party A shall notify Party B of its decision three(3) months prior to the last date of Contract Year 5. Party B shall respond in writing to Party A within fifteen(15) days from Party A's notification that Party B accepts all the terms and conditions proposed by Party A.
4. Every contract year ends on the 31st of March, which is the last day of Indian fiscal year. In case of Contract Year 1, starting date of the contract year is set to COD(Commercial Operation Date, to be officially confirmed and announced by IICC Limited under the Ministry of Commerce and Industry, Government of India. Hereinafter referred to as 'COD') whereas the rest of contract years start and end identical to the fiscal year(April 1 to March 31 every year)
5. Party B shall complete all the necessary arrangements and preparations required for their operation before COD.
6. Since the Area for F&B Operation specified in Table 1, Exhibition Hall 1, Exhibition Hall 2 and Convention Centre are under construction, the exact starting time of Party B's F&B operation may vary. Aside from the completion of construction work, COD may affect the initiation of F&B operations. Party B shall not claim its operating right, extension of the Contract or sue Party A for any loss or damage caused by such delay.
7. Facilities to be used for Party B's F&B operation are limited to the ones stated in Table 1, which are expected to be installed in Phase I of construction of the IICC Venue.

Article 5. Security Deposit

1. In order to guarantee Party B's financial liabilities including, but not limited to, commission on revenue, utility costs, conference room rental and any other financial duties caused by and stipulated in this Contract and applicable laws, Party B pays Party A the Security Deposit in full within 30 days of the conclusion of the Contract. The amount of the Security Deposit is six million two hundred and fifty thousand(6,250,000) INR.
2. In case Party B fails to make a payment of security deposit as stipulated in Clause 1 of this Article, this Contract is automatically breached and annulled.
3. The security deposit paid by Party B is an interest-free fund.
4. In case the Contract is terminated for any reason, Party A returns the security deposit to Party B within ninety(90) days of termination with the proviso that Party B completely fulfils all



duties and obligations stated in both RFP and Contract. Unless Party B successfully executes the Articles of RFP and Contract, Party A may make some deduction from Party B's security deposit or request an additional indemnification from Party B.

5. When Party A needs to deduct any funds from the Party B's security deposit, Party A shall preliminarily inform Party B in writing.
6. In case the deduction from Party B's security deposit is made for late payment of commission, MAG, utilities cost or any arrears charge, Party B shall make up the deficit within fifteen (15) days of the date on which the deduction occurs.

Article 6. Party B's Financial Commitment towards Party A

Party B shall pay Party A the higher amount between MAG(Refer to the definition explained in Clause 1 of this Article) and Commission on Revenue(Refer to the definition in Clause 8 of this Article)

1. MAG(Minimum Annual Guarantee) is the amount Party B shall pay to Party A regardless of Party B's gross annual revenue generated from F&B operation. MAG varies during the term of the Contract as follows. 'A' equals the amount of MAG for the 3rd Contract Year.
2. 'A' on the table below represents the amount of MAG for Contract Year 3, which was submitted by Party B in the financial proposal.
3. MAG for Year 3('A') is discretionary and shall be proposed by Party B. Nonetheless, 'A' shall exceed 6,250,000 INR.

Contract Year	MAG
Year 1(Year of Contract)	N/A (Revenue Sharing only)
Year 2	N/A (Revenue Sharing only)
Year 3	A
Year 4	B(A x 103.5%)
Year 5	C(B x 103.5%)

- A. As specified in RFP, MAG for Years 4 and 5 shall reflect the mandatory annual rise of 3.5%, as shown above.
 - B. As stipulated in Article 4. Contract Term, Year 1 of the Contract starts on COD and ends on the 31st of March in the following year
 - C. When the Contract is renewed by both parties in writing, the minimum increase rate for MAG shall be above four percent(4%) from Year 6 onwards. However, in case the WPI(Whole Price Index) in the year immediately before exceeds four percent(4%), such WPI shall be applied. For example, if the WPI of Year 6 is seven percent(7%), exceeding four percent(4%), the MAG for Year 7 will increase by seven percent(7%).
4. Party A shall invoice Party B for MAG and other expenses incurred, such as utilities cost and other related costs, by monthly payment deadline. Party B shall pay one-twelfth of the MAG in Clause 1 of this Article and all related expenses, including but not limited to utilities costs and other costs, by the 15th of every month during the whole contract term to Party A's designated bank account. Party B shall submit an unaudited monthly statement of revenue and expense as evidence within five(5) days of the end of a month.
 5. In case Party B fails to make a payment of all related expenses, including but not limited to MAG, utilities cost and others by the designated deadline for more than thirty (30) days,

Party A may terminate this Contract at its discretion.

6. Amounts stated in this Article are exclusive of all applicable taxes or expenses incurred by related rules and regulations. Such costs shall be borne by Party B.
7. In case of any circumstances that have been officially declared as Force Majeure, including but not limited to pandemic/epidemic and natural catastrophes, by the Government of India or any government entity of the same authority, Party A exempts Party B from its obligation to pay MAG towards Party A on a prorated basis for such Force Majeure period designated by aforesaid government entities.
8. Commission on Revenue
 - A. 'Commission on revenue' indicates the figures calculated from the formula below and will be equal to the figures Party B submitted in its proposal.
 - Gross Annual Revenue x Commission rate(0 – 100%) proposed by Party B
 - * For instance, in case Party B's gross annual revenue is 100,000 INR and Party B's proposed commission rate is 15%,
'Commission on Revenue' is 15,000 INR (100,000 INR x 0.15)
 - B. Gross Annual Revenue shall be verifiable and duly signed by an accredited auditor.
 - C. For Year 1 and 2, the Commission Rate is fixed at ten percent(10%). Party B shall pay Party A ten percent (10%) of the revenue earned in every quarter. Party A shall raise an invoice for the respective amount ten(10) days after the receipt of Party B's evidence of revenue for the previous quarter.
9. Party B's Amount Payable to Party A
 - A. Party B shall pay Party A the higher amount between MAG and 'Commission on Revenue' defined in Clause 1 and 8 of this Article respectively.
 - B. Party B shall submit its evidence of revenue for the previous quarter to Party A within thirty(30) days after the end of every quarter of the Contract Year, validated by a nationally accredited accounting firm on Party A's consent, during the Contract Term and submit any additional supporting materials requested by Party A. In case the amount of 'Commission on Revenue' exceeds the MAG for the same quarter, Party B shall pay Party A the excess upon Party A's request within the following month.

Article 7. Utility Cost

1. Party B shall pay the cost of utilities for their F&B operation including, but not limited to, electricity, water, waste management, heating, air-conditioning, the cost of using internet connections for the EPOS system and other necessary features, et Cetra, to the designated account of Party A on every 15th of each month (the date right after 15th when 15th of a certain month falls on Saturday, Sunday or any national holidays) during the contract period. Utility cost is exclusive of all applicable taxes, and the related taxes are to be borne by Party B.
2. The official rate of utilities determined by the agreement between Party A and IICC Limited(SPV) will be applied.
3. Upon conclusion of the Contract, Party B shall be responsible for maintaining the optimal condition of the F&B area and auxiliary spaces such as the kitchen, storage room and any other spaces pertaining to their F&B operation. All utility costs incurred by maintaining those areas shall be borne by Party B.

4. For clarification, the utilities to be provided at the F&B Outlet kitchens are electricity, cold water and ventilation. Gas and hot water will not be provided.
5. In case the Catering Service Provider of IICC chooses not to utilise the catering facilities defined in Table 2 below, Party B can choose to utilise the facilities for their operations instead.

<Table 2: Facilities for Catering Operation>

Area		Space (sqm)	Details
Exhibition Hall 1(EH 1)	Catering Facilities	1,384	o B1F: 670sqm o GF: 280sqm o 1F: 434sqm
Convention Centre	Catering Facilities	461	o 5F Kitchen: 440sqm o 6F Pantry: 21sqm

In such a case, Party B shall pay the fundamental rental/management fee for the catering facilities it utilises, which will be calculated using the formula below.

- $\text{INR } 200/\text{sqm}(\text{Basic rental rate}) \times (\text{Utilised Area}) = (\text{Monthly Rental})$
- FOR EXAMPLE :
 $\text{INR } 200/\text{sqm} \times 670\text{sqm} = \text{INR one hundred thirty-four thousand}(134,000)$ per month

The minimum area of catering facilities Party B chooses to utilise shall be the entire facility on a single floor. Party B shall pay the fundamental rental for the catering facilities, among other costs, to Party A by the 15th of every month.

Article 8. Adjustment of Utility Cost

1. In the following situations, both parties may adjust the rental or utility cost by mutual agreement in writing during the initial or renewed term of the Contract stipulated in Article 4 of this Contract. This adjustment shall mainly be within Party A's discretion.
 - A. In case public charges/taxes or insurance fees considerably rise or are expected to rise
 - B. In case of radical change in the inflation rate, internal & external economic situations or other circumstances that Party A considers relevant.

Article 9. Overdue payment and Interest

1. In case Party B fails to fulfil its financial liability towards Party A by the agreed deadline, Party B shall pay Party A the financial amount along with the monthly interest of 1.5% until the date of full payment. (The monthly interest rate of 1.5% shall be applied on a prorated daily basis). In case the amount that Party B paid does not reach the sum of the overdue amount and interest, overdue interest is paid with priority.

Article 10. Permit and License

1. Party B shall obtain all the permits, licenses or any sort of credentials and report to the related institutions and organisations at least one month prior to the expected starting date of F&B operation. Copies of each permit, license and credentials shall be submitted to Party A at least three (3) weeks before the starting date of operation.
2. Party B shall not play music without procuring valid and legal permits and commercial



licenses for the same. In addition, Party B shall stop music immediately upon request of Party A in case of need.

3. Party B shall be responsible for renewing all credentials, permits, licenses and certifications at its own expense during the entire contract term.
4. In case Party A suffers any punitive measures caused by Party B's non-fulfilment of the responsibilities stated in this Article, including but not limited to fine or penalty imposed by the Indian Government or Governmental authorities, Party B shall defend, indemnify and hold Party A harmless against all liabilities.

Article 11. Moving in and out of the properties

1. Party B shall move or shift equipment and properties in the operation area in a way that minimises the inconvenience to the passage of the visitors.
2. Party B shall submit an application in writing to Party A for bringing in the equipment and properties for operation minimum thirty(30) days before the commencement of operation. Party A may approve such application by differentiating the time and path for the movement of the properties.
3. Party A may notify Party B of its rejection of Party B's application up to one(1) day before the desired date of movement due to administrative requirements by governmental organisations or institutions. Party B shall not raise any claim or dispute against Party A's such decision.
4. Party B's procedures, plans and actions regarding this Article shall be in complete compliance with any laws, regulations, decrees or orders of government, related authorities and Courts of Law.

Article 12. Revenue Report and Verification

1. Party B is obligated to keep and manage the record of revenue generated by F&B operation
2. Party B shall report the interim revenue status to Party A at least ten(10) days before the end of a quarter and the final revenue status in thirty(30) days after the end of the quarter during the contract term and submit any additional supporting materials requested by Party A on an ad-hoc basis.
3. Party B shall submit a Gross Annual Revenue report duly authorised by its auditors within sixty(60) days of the close of the Financial Year.
4. Party B, at Party B's own cost, shall equip all F&B outlets in Party B's operation area with EPOS(Electronic Point of Sales) system for transparency of financial data unless Party A chooses to install the EPOS system themselves. Party B shall submit a monthly financial report. Party A reserves the right to call for a financial report for any outlet at any time between the months, and Party B shall comply with Party A's such request.
5. All the receipts distributed to visitors and customers shall be generated and issued from the EPOS system. In case Party A or its representative (third party) installs an electronic POS(Point of Sales)system within Party B's premise, Party B shall utilise and operate such POS at its own costs.
6. Party A may request Party B to change or modify the EPOS system or its related functions wherever necessary, and Party B shall follow Party A's such request for change.
7. Party A reserves the right to request verifiable evidence of revenue status submitted by Party

- B, and Party B shall submit the evidence immediately.
8. Party B shall share with Party A ID and password to Party B's EPOS system to enable Party A to check the financial data at any time.
 9. In case the accurate data on revenue is not obtained due to a situation such as an error in the electronic system, Party A reserves the right to request Party B the verifiable evidence.
 10. All financial data submitted by Party B shall be audited by the accredited financial firm designated by Party A, and the expense for such financial audit is borne by Party B immediately.
 11. Party B shall keep a record of all financial data and financial audit results for at least five(5) years, and those data and audit results shall be available upon Party A's request at any time.
 12. For the sake of transparency and accuracy, Party A may conduct a financial audit on a regular basis. In case of need, Party A may conduct a special audit regardless of the period. Party B shall not object to such audits and shall submit any requested material without any delay.
 13. In case any loss, deletion, manipulation, or reduction, intentionally or unintentionally, in Party B's financial data, including but not limited to the Revenue report, is detected by Party A or its financial auditor/representative, Party A shall impose 200% (two hundred percent) of the amount of such loss, reduction, or manipulation on Party B. Also, Party B shall not raise any objection to Party A's right to request Party B to submit any documents and evidence related to all financial transactions and to audit them. Party B shall make full payment of the aforementioned amount to Party A within ten(10) days of Party A's invoicing.
 14. Party B shall submit to Party A their projected annual revenue, including projected revenue for each quarter, at least thirty(30) days before the start of each Contract Year.

Article 13. Operation Commencement

1. As stipulated in Article 4, Party B shall complete all necessary arrangements and preparation for F&B operation before the date of operation commencement, which is COD(Commercial Operation Date), at least fourteen (14) days prior to COD and shall report to Party A.
2. Though Party B fails to commence F&B operation on the expected date of commencement, Party B shall still fulfil the financial liabilities towards Party A, including but not limited to MAG, Commission on Revenue and utility costs. However, in case the delay in commencement is caused by Party A, the date of commencement of operation may be deferred to a later date upon the agreement by both parties.
3. Despite Clause 1 and 2 of this Article, Party B shall pay Party A the utility costs, including but not limited to electricity, water and ventilation for the period of Party B's preparation for operation. Party B shall pay such costs to Party A within ten (10) days of Party A's invoicing.
4. Before COD, Party B shall participate in the Pre-commissioning tests and Commissioning activities of the IICC venue as a part of Party A's team. To avoid uncertainties, the costs incurred to Party B from the Pre-commissioning tests and Commissioning activities are to be borne by Party B. Party B is to examine the areas/facilities of the building related to its operations, including but not limited to the F&B Outlets, kitchens, storages and staff toilets during the Pre-commissioning tests and Commissioning activities.

Article 14. Operation Hours and Days



1. Operation days and hours are principally determined by both parties reflecting the nature of F&B Operation at the IICC venue. Party A may request Party B to extend or reduce the operation hours and to temporarily cease the operation whenever necessary. Party B shall follow Party A's such direction.
2. F&B Operation at IICC by Party B is basically made without cessation. However, in case Party B wishes to adjust or cease the operation days or hours, Party B shall make a request in writing to obtain Party A's approval.
3. Both parties shall maintain a good cooperative relationship for a smooth treatment of customers and reservation process.

Article 15. Restoration

1. Party B shall faithfully fulfil their duties as an integrated F&B service provider for whole IICC premise to conserve and keep their area of operation safe and well.
2. Party B shall restore the properties in their area of operation to the original condition immediately at their own costs when any harm or damage is made to those properties by Party B, Party B's employees or visitors.
3. In case of need, Party B, at its own cost, shall perform cleaning and disinfection activities for the purpose of maintaining the area of operation in a hygienic state.

Article 16. Advertisement and Signage

1. In case Party B wishes to install or stick any form of advertisement or signage, Party B shall obtain Party A's prior approval on the content, type, size and materials of the advertisement.
2. The advertisement or signage that Party B installs, places or sticks within IICC premises shall be shown and written either in English only, or in both Hindi and English.
3. The advertisement or signage that Party B installs, places or sticks within IICC premises shall adhere to legal compliance and cultural norms. Depending on the locations and spots of advertisement posting, additional charges may occur.
4. In case of Party A's request, Party B shall insert into all advertisements (printing or commercial), supplies, properties or wrapping any logo, symbol or any other graphic recommended by Party A.
5. In case Party B desires to install or set up advertisement or signage, Party B shall obtain related government permits, approvals, NOCs or licenses at its own costs.

Article 17. Restriction on Change of Business Nature

1. Party B shall conform to the 'type of business' stipulated in Article 3 of this Contract, and no changes and alterations to the type of business can be made without Party A's prior approval. In addition, Party B shall not use the area of operation for purposes other than F&B operation.

Article 18. Obligation as a Good Operator

1. Party B shall note that the common facilities such as toilets, escalators, corridors and elevators are part of IICC property and shared with other IICC tenants and clients and shall fulfil the duties as a good operator and manager.



Article 19. Customer Satisfaction

1. Party B shall strive to provide customers and visitors with the foods, beverages and other services at a price which is strategically more reasonable than that of other similar franchises or outlets in India. In order to measure the level of customer satisfaction, Party A may conduct a satisfaction survey at any time of the year. In case any retailers under the supervision of Party B constantly record 5% from the bottom for three(3) consecutive years in the satisfaction result, Party A reserves the right to request Party B to displace such retailers with new ones.
2. Party B shall respond to Party A's request for price information on other similar local and international outlets and stores.
3. In case Party A's external reputation is damaged or deteriorated by customers' complaints or grievances over the pricing, Party A may request Party B to adjust the price based on the findings mentioned in Clause 2 of this Article, and Party B shall follow Party A's such request.

Article 20. Joint Sales Promotion Activities

1. Party A may request Party B's cooperation in implementing joint sales programs in order to improve the revenue, customer service and activation of commercial areas within IICC. Party B shall actively cooperate with Party A to achieve the objectives.
2. When Party B conducts sales promotion activities solely, Party B shall inform Party A in advance. In case Party A considers Party B's such activities troubling or damaging to the other tenants' operation or visitors' convenience, Party A may request Party B to cease such activities immediately. Party B shall adhere to such request immediately.

Article 21. Prohibition of Fee Diversion

1. In the event that Party A is notified, or is made aware, or discovers on its own accord that Party B has demanded, collected, charged or diverted the Revenue, or any part thereof, itself or through any of its Affiliates/subsidiaries/parent company/any other third parties ("Fee Diversion") that is attributable to the facilities being provided(revenues attributable to the facilities as defined in Gross Revenue), then Party A shall be entitled to (a) encash a part or the whole Security Deposit furnished by Party B forthwith and require Party B to replenish the Security Deposit and/or (b) terminate this Contract as Party B event of default along with encashment of Security Deposit.

Article 22. Supervision of the Operation / Human Resources

1. Party A may conduct a supervision and inspection of Party B's operation (sales activities and services) in order to prevent the deterioration of IICC's reputation and to ensure the convenience of IICC visitors, and Party B shall cooperate with Party A for such inspections.
2. Party B shall prepare hygienic precautionary plans for any sort of pandemic situation, including but not limited to COVID-19, in order to ensure full compliance with the guidelines of WHO(World Health Organization) and orders or SOP(Standard Operating Procedures) from all related government authorities. Party A reserves the right to inspect Party B's area of operation at any time during the contract period for such compliance. Party



B shall immediately respond to Party A's request for modifications after inspection.

When required by orders or SOP from all related government authorities, Party B shall install Acrylic Screen on the tables at every F&B outlet in the operation area to prevent any sort of infection or contagion during the pandemic period, including but not limited to COVID- 19. All costs regarding the implementation of such preventive measures shall be covered by Party B. In order to gain preparedness for infectious diseases, epidemics or pandemics, including but not limited to COVID-19 or its mutant, Party B shall maintain proper hygiene and regularly disinfect the facilities and equipment. It is an obligation of Party B to comply with the guidelines or SOP(Standard Operating Procedures) issued by related authorities.

3. Party B shall not cause trouble or nuisance to the visitors by providing poor light, damaging the ambience or displaying any offensive objects.
4. Party B shall not get involved in any illicit acts, including but not limited to prohibitive discounts and any unfair commercial act with sub-contractors which may harm the fair and sound commercial activities. Party A reserves the right to request Party B an immediate rectification, and Party B shall follow Party A's such request.
5. All employees/personnel of Party B shall have the requisite work permit or authorisation to work.
6. Party B shall not employ any child or legally under-working age labour.
7. Party B shall adopt robust policies for the prevention and prohibition of sexual abuse and exploitation.
8. Party A shall be well within its right to request for changing any employee/personnel of Party B when Party B's such employees' misconduct or unprofessional behaviours are observed or Party A considers such improper demeanours adversely affecting the mutual business. In such a case Party B shall make such replacement immediately at no cost to Party A.
9. Party B shall conduct background verification for all its employees/personnel working at IICC and provide the concerned reports to Party A upon request. Further, Party A may conduct independent background verification for such employees and personnel, for which Party B shall extend prompt cooperation in terms of the supply of relevant information. In case Party A deems the result of background verification unsatisfactory for any person, Party B shall remove such person immediately from IICC premises and bring a replacement immediately without charging any additional cost to Party A towards this.
10. Party A may conduct a drug test at any time without any prior notice for any employee/personnel of Party B working on the premises of IICC. Failure in such test shall cause immediate removal of such person from IICC premises. Upon such instance, Party B shall cause a replacement of such person at no additional cost to Party A.
11. No employee/personnel of Party B shall be under the influence of alcohol on duty at IICC premises or any other place for purposes in connection to this agreement. Party A may conduct an alcohol test at any time without any prior notice for any employee/personnel of Party B. Failure in such test shall cause immediate removal of such person from IICC premises. Upon such instance, Party B shall cause a replacement of such person at no additional cost to Party A.
12. In order to maintain hygiene and cleanliness within its operation area, including kitchens, pantries and storage rooms, and the facilities and equipment in each space, Party B shall perform pest control at its own cost and effort on a regular basis.



13. As smoking is prohibited by the Government of India within the entire IICC premise, Party B shall implement measures to ensure its employees and vendors adhere to such policy.

Article 23. Insurance

1. Party B, in its name as an insured, shall be insured to protect all facilities, products and any other properties against all incidents, including but not limited to fire, theft and any damage caused to the visitors and their properties and any issues caused by food and beverages. Such insurance shall be maintained at all times during the period of this Contract. Such insurance policies must be renewed at least thirty(30) days prior to expiration. All expenses related to the insurance shall be borne by Party B. Party B shall submit a copy of all relevant insurance policies to Party A thirty(30) days before the commencement of its operations, which will be equivalent to the COD. The insurance cannot be cancelled or modified for at least 45(forty-five) days after the submission of the insurance policy copy.
2. Party B shall provide and thereafter maintain all appropriate employee's compensation and liability insurance, or its equivalent, with respect to its employees to cover claims for death or bodily injury arising from the execution of this Contract.
3. Party B shall also provide and thereafter maintain liability insurance to an adequate amount to cover third-party claims for death or bodily injury, or loss of or in connection with the provisions of work under this Contract or the operation of any transport or other equipment owned and leased by Party B or its employees or personnel performing the services in connection with this Contract.
4. The insurance policies under this Article shall include a waiver of the subrogation rights as against Party A.

Article 24. Amendment to Contract

1. Party B may request, in writing, Party A's consideration to amend the content of the Contract in the following cases for the consideration of Party A.
 - A. When the change in the size of the operation area, items consumed, and type of business is required
 - B. When the Contract needs to reflect the changes in related law or government policies.
2. In case the location and size of the area of operation have to be changed to reflect the change in related law, IICC R&R(Rules and Regulations) or any other unavoidable changes in operation, Both parties shall amend the content of the Contract with Party A's informing Party B of such changes up to 60 days prior to the amendment.

Article 25. Property Protection

1. Party A may station security persons in order to manage and monitor the lobby, corridor and any other common areas.
2. Party B shall be responsible for managing and monitoring the area of operation and Party B's own properties. Party A shall not be responsible for any incidents, including but not limited to fire and theft, occurring in the area of operation which lies with Party B's responsibility.
3. All these risks shall be fully covered by Party B's insurance coverage at Party B's own costs.

Article 26. Utilisation of Properties in Operation Area / Installation of New Property

1. In case Party B wishes to conduct the following activities, Party B shall obtain Party A's approval and necessary government permits in advance, and all the related expenses incurred shall be borne by Party B. In order to ensure the uniformity of the facilities, Party A's designated person may conduct supervision over Party B's activities.
 - A. Addition to or Change in interiors, partitions and advertisements
 - B. Addition of new facilities related to electricity, telephone, water and kitchen equipment to existing facilities and shifting and change of those facilities.
 - C. Fixing, installing and bringing in Safe and other heavy materials.
 - D. Any additional installations except those provided by Party A
 - E. Installation and sticking of advertisement to inside and outside of the area of operation.
 - F. Any activities that may cause problems in management of the area of operation or the activities that may incur a considerable amount of expense or effort to restore the area of operation to its original condition.
2. As stipulated in Clause 1 of this Article, Party B shall renounce their right to claim repayment of any of their expense and their right to claim the purchase of any of their attachments to the IICC operation area. All areas of operation for F&B shall be restored to their initial condition at Party B's risk and expense when vacating the area.
3. In case Party B fails to fulfil the duties in Article 15, this Article, or to restore the facilities to Party A's satisfaction, Party A may deduct the expense for restoration from Party B's security deposit.
4. Party B shall be responsible for all taxes generated from Party B's additional installation, fixing and any other activities.

Article 27. Maintenance and Repair

1. Party B, at Party B's own cost, shall be responsible for repairing the damaged, worn and discoloured wall, ceiling and floor, replacing HVAC(duct and ventilation) and electrical facilities and maintaining the interiors and architectural structures in Party B's area of operation.
2. When Party B detects any need for repair or replacement, Party B shall report to Party A immediately for approval. In case of an emergency or any urgent situation, Party B takes appropriate action at Party B's discretion and reports to Party A.
3. In case that Party B's fulfilment of duties and obligations in Clause 1 and 2 of this Article do not meet Party A's satisfaction, Party A may conduct such repair and replacement at Party A's expense and subsequently charge Party B for such expense. In this case, Party B shall pay Party A such expense without any delay.
4. As stipulated in Clause 1 and 3, Party B shall not claim their right to request compensation for their expenses.

Article 28. Access to the Area of Operation

1. Party B, at any time, shall not deny any access of Party A or its agent into the area of operation to check and monitor the level of maintenance, repair, hygiene, fire prevention and security.



2. In case immediate action needs to be taken against fire, security and any other urgent incidents, Party A may access the area of operation at any time and may inform Party B of such access later.

Article 29. Prohibition of Transfer and Re-subletting

1. Party B shall not transfer the duties and obligations under this Contract to any third parties.
2. In case of need, Party B may sublet some of the operation areas or may affiliate with other parties for the successful operation upon Party A's prior approval. It is strictly prohibited that the retailers induced by F&B ISP re-sublet the operation area on F&B ISP's behalf.

Article 30. Obligations as Tenant

1. Party B and Party B's employees shall conform to all the rules, regulations and guidelines pertaining to the area of operation, and Party B shall train its employees to strictly follow those rules and regulations under Party A's guidance and supervision.
2. Party B shall fulfil the contents in the proposal as well as the Contract.

Article 31. Forbidden Acts

1. Party B shall not perform the following acts within Party A's premises. However, Party B may perform some of the following when Party B obtains prior approval from Party A.
 - A. Bringing or storing inflammable, volatile, explosive materials or materials that may harm or repulse people or any part of Party A's premise.
 - B. Bringing the materials for heating and Air-Conditioning without approval
 - C. Use of equipment or fuel for heating, such as Gas, Oil or electric heater, which are not approved by Party A in advance.
 - D. Raising or Bringing the animals except for fish for Aquarium
 - E. Installing, Changing or Leaving the advertisements or structures without Party A's approval.
 - F. Any acts of production and selling which are against the related laws and Party A's regulations.
 - G. Any acts that may defame or deteriorate the reputation and credit of Party A or the area of operation.
 - H. Any acts that may damage public decency, including but not limited to Gambling, Nuisance, et Cetra.
 - I. Party B shall take measures to ensure that no individual guest or visitor is served an excessive amount of alcohol. Party B shall be legally and administratively responsible and hold Party A completely and utterly harmless for all accidents caused by or arising from excessive alcohol use.
 - J. Act of utilizing the area of operation for the purpose of residing.
 - K. Setting up and operating the sales kiosks in the common area without Party A's approval
 - L. Any other acts forbidden by Party A in writing.

Article 32. Change in Party A as Contracting Body

1. Both Party A and Party B also shall agree, acknowledge, and accept that IICC Limited(SPV), with whom Party A entered into OSA for the overall operation of IICC, reserves the right to



replace Party A in this Contract in case that OSA between Party A and IICC Limited is officially terminated or suspended.

2. In such case, this Contract remains valid and legal as normal, and IICC Limited shall possess the same rights and authority as Party A.

Article 33. Measures for Change in Party B

1. In case any changes in Party B's address, company name, representative, capital or any commercial or legal status are made, Party B shall inform Party A of such changes immediately in writing.

Article 34. Party A's Case of Exemption

1. Party A shall not be responsible for any damage that Party B suffers caused by force majeure situations, including but not limited to war, local provocation, riot, environmental pollution, epidemic, pandemic or natural catastrophes such as earthquake, flooding, storm or any other disastrous situations deemed as Force Majeure by Government of India or International organisations.
2. Party A shall not be responsible for the insufficient supply of service and the temporary suspension caused by Party B's installation or renovation of the area of operation.

Article 35. Indemnification

1. In case Party B or its employee, intentionally or unintentionally, inflicts any damage or harm on the third parties, including but not limited to other tenants of Party A or if any legal action is initiated against Party A owing to any act or omission of Party B, Party B shall notify Party A of such damages without any delay and shall immediately indemnify and hold Party A harmless for the damages or loss.
2. Appraisal of the amount of indemnification shall reflect the price index at the time of damage.
3. Party B shall understand and acknowledge that they can neither hold responsible IICC Limited or other 3rd parties for this Contract nor seek relief/remedy/compensation from them.

Article 36. Termination of Contract

1. Party A may terminate this Contract without any prior notification to Party B for the following reasons
 - A. Party B utilises some or any part of the area of operation for the purposes not defined in this Contract.
 - B. Party B fails to commence normal operation on the expected date of commencement without any reason.
 - C. Party B does not operate the area of operation for more than 15 days without any prior notification to Party A.
 - D. Party B damages or breaks some or all of the area of operation intentionally or by critical mistakes.
 - E. Party B transfers or hands over the rights and obligations of this Contract to any third parties without Party A's approval.
 - F. Party B re-sublets any part of the area of operation, except when Party B received Party

- A's approval in writing to do so to the extent that Party B may not breach any part of Party A's commitment to the Indian government.
- G. Any financial report, statement or data submitted by Party B are found to be false or different to the actual data.
 - H. Party B's overdue amount, including utility cost, arrearage and any financial liability, reaches more than two third of the security deposit paid by Party B.
 - I. Party B fails to fulfil the financial liabilities towards Party A including MAG, utility cost and any other payable or outstanding amount for more than thirty (30) days.
 - J. Party B fails to obtain the credentials, permits, licenses or certifications required for the operation by the commencement of the operation or leaves them invalid or suspended for more than 30 days at any time of the whole contract term, which may adversely affect the normal operation in any aspect.
 - K. The normal operation of the F&B area is troubled by decease, bankruptcy, rehabilitation, merge or seizure of the properties of Party B.
 - L. Party B ceases or closes any F&B outlets more than twice without Party A's prior approval.
 - M. Party B is given warnings in writing more than three(3) times in violation of any Articles of this Contract.
 - N. Party B fails to fulfil any of this Contract and the contents of the submitted proposal.
 - O. In case Party A considers party B's performance inappropriate for any other critical or significant failure or transgression made by Party B.
 - P. In case the COD(Commercial Operation Date) is delayed by the Government of India(GoI) for two(2) years of the date of signing, this Contract is automatically terminated, and all legal effects of this Contract become void.
2. In the event of termination of the Operating Services Agreement(OSA) between Party A and IICC Limited or on closure/withdrawal of business by Party A in the territory of India for any reason whatsoever, any legal effect of this Contract shall automatically stand terminated, except for circumstances as outlined in Article 32. In such scenarios, Party B has no right to raise claims against or appeal to Party A's such decision. Nonetheless, as a good partner of Party B, Party A shall make possible efforts for the said OSA and this Service Contract to be properly fulfilled by obtaining necessary coordination from IICC Limited timely to ensure business continuity, and both parties shall reach a reciprocal and bilateral consensus to terminate this Service Contract officially. However, Party B should acknowledge that such efforts are not the legal obligations of Party A. Party B cannot seek any relief/remedy/compensation from IICC Limited or Party A for the termination of the Contract under this condition.

Article 37. Cancellation / Termination Fee

1. In case this Contract is terminated for any reason stated in Article 36, Party B shall pay Party A a cancellation fee which is equivalent to six(6) monthly instalments of MAG. The cancellation fee is exclusive of any applicable taxes. Party B has no right to raise any claim against such decision of Party A except in the cases in which the Contract is terminated for the reasons stated in Clauses 1. P or 2 of Article 36.



Article 38. Termination by External Circumstances

1. Party A may terminate some or entire parts of this Contract for obvious reasons, such as closure or entire renovation of IICC, which may lead to the failure to maintain normal operation.

Article 39. Vacation and Restoration

1. In case that this Contract is terminated or ends upon expiration of term, Party B shall clear the area of operation of any of Party B's properties, return all properties in possession, supervision and management of Party A on behalf of IICC Limited and completely vacate the area of operation by the expected ending date of this Contract.
2. Any facilities, equipment, partition or any other structures installed by Party B for its operation, regardless of Party A's prior approval, shall be dismantled, and the area of operation occupied by Party B shall be restored to its original condition at Party B's own expense.
3. In the event that Party B fails to restore the area to Party A's standard, Party A may deduct the amount required for restoration from the security deposit paid by Party B.
4. In case Party B fails to vacate and clear the area of operation by the end of the Contract, Party A deducts the amount of utility cost, monthly MAG and any other expenses stated on this Contract from Party B's security deposit till the date on which the vacation is completed. The deduction is made from the ending date of the Contract to the completion date of the vacation.
5. In case Party B's total payable costs stated in this Article exceed its security deposit, Party A shall additionally charge Party B for the deficit. Party B shall make full payment within 10 days of Party A's invoicing.

Article 40. Party A's right to Disposal

1. Party B shall not be exempted from any duties or obligations on this Contract due to the absence of Party B's representative or legal representative in India. Party A regains the right of occupancy of the area of operation when this Contract ends or is terminated in such absence, and Party A reserves the right to transfer or dispose of Party B's properties or possessions to third parties.
2. In case the obligations of Party B in Clause 1 above are not fulfilled, and Party B does not claim any rights for their properties and possessions within one(1) month of termination of the Contract, Party A may auction off those properties and possessions, and Party B shall not object to such decision of Party A.

Article 41. Return of Security Deposit

1. Only after Party B's vacation and clearance stated in Article 39 are properly confirmed by Party A in writing, Party A shall return the security deposit to Party B within twenty(20) days of Party B's request for return. Nonetheless, if Party B's financial liabilities are not fulfilled, Party A shall return the security deposit to Party B after deducting such financial liabilities.

Article 42. Confidentiality



1. Party B shall not share with or disclose to any third parties any information or any materials that Party B acquires during the whole contract term at IICC.
2. Party B shall be responsible for the damage caused by unauthorised or unlawful disclosure of any confidential information provided by Party A, regardless of whether it is marked as confidential or not.

Article 43. Interpretation of the Contract

1. In case of situations that are not stipulated or specified either in this Contract or Party A's related rules and regulations arise, or there is a discrepancy in the interpretation of this Contract, both Parties shall reach an agreement in accordance with the normal practices and laws in India.
2. In case of not reaching the agreement according to Clause 1, Party A's interpretation precedes to the extent that it does not violate public policy.

Article 44. Addendum

1. Both Parties may make addendums to this Contract by mutual written agreement in order to better manage IICC properties or to determine the specific items not stipulated in this Contract. The addendums concluded by Both Parties, in this case, are of the same effectiveness and validity as this Contract.

Article 45. Resolution of Dispute

1. In the event that disputes arise out of this Contract, both Parties agree to resolve them in an amicable manner.
2. When disputes are not settled despite the efforts of both Parties, as stated in Clause 1, final arbitration will be undertaken in DIAC(Delhi International Arbitration Centre), and the language of the arbitration shall only be English
3. Any dispute would be subject to the laws of India
4. Courts of Delhi shall have exclusive jurisdiction subject to the provisions of the arbitration

The undersigned have read, understand and agree with each and every clause of the Contract and have freely entered all obligations and limitations described in the Contract.

Party A

Party B

Signature

(Name of Representative)

Signature

KINEXIN Convention Management Pvt. Ltd.

(Registered Address)



Unit No. 144, Plot No. SU 1st Floor R.G.Mall

Sector -9, Rohini, Delhi -110085

India

Tel. : 124-6613306 / 308

Tel :

Fax :

Witnessed by

(Name of Witness)

Signature

IICC Limited

8th Floor, Tower – 1, LIC, Jeevan Bharti Building

Connaught Place, New Delhi – 110001, India

Tel. : 11-23317887

- * ANNEX
1. Exhibition Hall 1 Layout
 2. Exhibition Hall 2 Layout
 3. Convention Centre Layout
 4. List of F&B Areas and Layouts
 5. Electrical Drawings for F&B Areas
 6. MEP Drawings for F&B Areas

*** IICC IS UNDER CONSTRUCTION FOR PHASE I, AND ALL LAYOUTS AND EQUIPMENT ON THE LIST ARE SUBJECT TO CHANGE ACCORDING TO THE PRE-OPENING DISCUSSIONS BETWEEN PARTY A AND IICC LIMITED. PARTY B SHALL NOT CLAIM OR RAISE DISPUTES AGAINST ANY CHANGES THE CONSULTING MAY CAUSE.**