

We hereby consent to your photo/video shoot in the Dubai International Financial Centre (the "**DIFC**") pursuant to your <u>photoshoot request form</u> (the "**Request Form**") submitted on [<u>insert date</u>], subject to the following conditions:

- 1. You expressly acknowledge, understand and agree that DIFC Investments Ltd ("DIFCI") logo, and all other logos, trade names and trademark rights ("Intellectual Property Rights") to the "Dubai International Financial Centre Authority", "The Gate", "The Gate Building", "the Dubai International Financial Centre", "the DIFC" and any variants thereof, all of which are hereby acknowledged to be owned solely and exclusively by DIFCI, are the sole and exclusive property of DIFCI, and that any imitation or use of any of these whatsoever, in any shape or form without the express prior written consent of DIFCI is expressly prohibited.
- 2. You will undertake the photo/video shoot (the "**Shoot**") to the highest professional standards during the approved day(s) and time(s), and in accordance with our instructions and requests.
- 3. You will be responsible for the payment of any and all wages, fees, costs, payments and the benefits and rights of employment or engagement of any nature due to all personnel engaged or employed by you (if any) to render services in connection with the Shoot including all applicable tax and for the payment of all goods and services acquired by you to perform the Shoot, and we shall have no liability in respect of such costs.
- 4. You will be responsible, at your own expense, to obtain all consents, authorities' approvals and licences necessary in connection with the Shoot.
- 5. You will comply with all applicable laws and any governmental rules or regulations affecting the DIFC and to the extent required for the Shoot.
- 6. You will comply with all directions of DIFCI during the Shoot and follow such directions as DIFCI, may impose from time to time, within the DIFC.
- 7. The final produced photos and/or film and any variants thereof (the "Media") (save to the extent that it incorporates footage of the DIFC and the Intellectual Property Rights approved for use in the Media by DIFCI) will be sent to DIFCI for its approval and shall not infringe the Intellectual Property Rights or any other rights of DIFCI and any third party, including rights to privacy.



- 8. The Media will not (including by way of inflection or gesture or otherwise) contain any defamatory matter or breach any contract or duty of confidence nor bring the DIFC and DIFCI into disrepute or subject it to criminal or civil proceedings, and does not incorporate any matter which constitutes illegal or immoral material or content.
- 9. You will not do anything which may be a nuisance or inconvenience or cause damage to DIFCI or its property or to its tenants and occupiers of adjoining or neighbouring properties.
- 10. You will keep all information related to the DIFC and this consent as confidential and not to disclose the same without the prior written consent of DIFCI.
- 11. You shall indemnify DIFCI and keep DIFCI fully and effectively indemnified against all actions, costs, demands, losses, claims and expenses of whatsoever kind or nature arising from any: (a) actual or threatened breach or non-performance of any of your undertakings or obligations contained hereunder; (b) damage to property or injury or fatality caused to any person arising from the Shoot; (c) infringement of the Intellectual Property Rights or any other rights of DIFCI and any third party; and (d) loss incurred by DIFCI as a result of an unauthorised disclosure of confidential information belonging or pertaining to DIFCI by you.
- 12. We shall not be liable for any claim for: (a) delays in the production of the Shoot or loss of opportunity to Shoot during the approved day(s) and times(s); and (b) any loss or damage to your property, nor for any personal injury, illness or death caused or suffered during this shoot, except to the extent that such loss, damage, or claim is directly attributable to our deliberate act or our gross negligence.
- 13. You agree to insert, or have the appropriate third party insert, credit to the DIFC as the location of the Shoot on the end credits of the Media, with its name and web address printed on all hard copies of the Media and included alongside all online versions of the Media (as the case may be) at no cost to DIFCI, if requested by DIFCI in writing.
- 14. You are responsible for providing notice to any individuals whose image(s) or other personal data is captured as part of the Shoot regarding the collection, purpose and use of their personal data, and will obtain their consent for inclusion in the Media, as well as informing them of any rights they have to restrict such use, in accordance with the Data Protection Law, DIFC Law No. 5 of 2020 (the DIFC DP Law). DIFCI, by permitting the Shoot to take place within the DIFC jurisdiction, is not responsible for your breach of the DIFC DP Law, if any, as a result of the Shoot.



- 15. Any personal data collected by DIFCI may collect in relation to your request will be processed in accordance with the DIFC Authority <u>Online Data Protection Policy</u>.
- 16. This consent and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the DIFC and any dispute relating to the same shall fall within the exclusive jurisdiction of the DIFC Courts.