



MEMORANDUM OF AGREEMENT

(Exhibitor Agreement)

This Memorandum of Agreement (the "Agreement") is made and entered into on _____, by and between:

XUGBO TECHNOLOGIES INC., a corporation duly organized and existing under the laws of the Republic of the Philippines, with principal office at Ground Floor, Building 4, JDN Square, P. Remedio St., Banilad, Mandaue City, Cebu, represented herein by its Chief Executive Officer, Christine Sanchez, hereinafter referred to as the "Organizer" or "Eventchy";

-and-

_____, with principal address at _____,
represented herein by _____, ("Exhibitor").

The Organizer and Exhibitor are collectively referred to as the "Parties."

1. PURPOSE

This Agreement formalizes the Exhibitor's participation in the **Eventchy Grand Launch: Weddings & Events Expo** (the "Event"), to be held on **December 5, 2025** at **Ayala Malls Circuit Activity Center, Makati City** (the "Venue"). The Exhibitor's participation entitles it to booth space and related benefits, subject to the terms of this Agreement and the **Exhibitors' Guidelines** in **Annex B**, which form an integral part hereof and are strictly enforceable.

2. BOOTH PACKAGE

The Exhibitor shall rent one or more shell-scheme booths, each measuring either 2m x 2m or 4m x 2m (as selected by the Exhibitor). Booth inclusions are listed in Annex A. All build and teardown work shall be performed exclusively by the Event's official contractor, DC8 ("Contractor", "Event contractor").

The Exhibitor's booth size, number of booths, booth numbers (if assigned), electrical upgrades/add-ons, and corresponding fees shall be confirmed in the Organizer's official booking system and reflected in the Exhibitor's official receipt at the time of payment. These details are final, binding, and non-modifiable once payment has been verified.

3. PAYMENT TERMS

a. Full payment is required to confirm the booking. Booth assignment priority is **first-come, first-served** based on the date and time of verified full payment (proof of payment alone does not secure priority; funds must be cleared in the Organizer's account).

b. The public payment deadline is **October 15, 2025**. The Organizer may, at its discretion, extend the deadline if booth spaces remain available.



c. **ALL PAYMENTS ARE STRICTLY NON-REFUNDABLE, NON-TRANSFERABLE, AND NON-CREDITABLE UNDER ANY CIRCUMSTANCE.** By signing this Agreement, Exhibitor expressly waives any claim for refund, credit, or transfer for any reason not stated herein.

d. **Goodwill Exceptions** – Any refunds, credits, discounts, or additional benefits granted by the Organizer outside the terms of this Agreement are deemed goodwill gestures only. Such gestures are voluntary, at the sole discretion of the Organizer, and shall not be construed as a waiver of any rights or as a precedent for future transactions.

4. VENUE ACCESS, DELIVERY & TIMELINE COMPLIANCE

a. **Ingress / Event Hours / Egress (Exhibitors – Ayala Official)**

- **Ingress:** December 4, 2025 – 10:00 PM to December 5, 2025 – 10:00 AM
- **Event Hours:** December 5, 2025 – 10:00 AM to 10:00 PM
- **Egress/Dismantling:** December 5, 2025 – 10:00 PM to December 6, 2025 – 5:00 AM

These times are final; no early entry or late exit is permitted. Dismantling is performed exclusively by DC8.

b. **Loading & Unloading of Goods**

All loading/unloading of goods, equipment, and materials shall be done only during official ingress/egress windows and through mall-designated service entrances/routes. Any deviation without prior written approval may result in penalties or removal from the Event without refund.

5. OBLIGATIONS OF THE ORGANIZER

The Organizer shall:

- Provide the booth as described in Annex A and enforce Venue/Contractor safety rules.
- Coordinate with Ayala Malls and DC8 for ingress/egress, utilities, and on-site operations.
- Provide the Exhibitor with an in-app exhibitor badge and corresponding visibility boost within the Eventchy mobile application. This benefit shall remain available only for the duration that the application is active and operational. Eventchy reserves the right to modify, limit, or discontinue app features at its discretion, without liability to the Exhibitor.

6. OBLIGATIONS OF THE EXHIBITOR

The Exhibitor shall:

- Comply with Annex B – Exhibitors’ Guidelines (strictly enforced).
- Use only DC8 for booth construction and dismantling; no outside contractors.
- Disclose total electrical requirements in advance; abide by load limits and penalties (Annex B).
- Keep its booth staffed and operational for the full Event hours 10:00 AM – 10:00 PM.
- Keep its area safe, clean, and intact through egress; cover any damage or loss caused by Exhibitor, its staff, or agents.
- Promote only its own registered products/services; no cross-promotion of non-participating suppliers or events.

7. BOOTH ASSIGNMENT

Booth locations are allocated first-come, first-served by the verified full-payment timestamp. Only Exhibitors with verified full payment may select from the locations available at time of assignment. Booth sharing is not allowed. Final booth layout is subject to Organizer's discretion for operational or safety reasons.

8. PENALTIES & ENFORCEMENT

a. **Electrical:** Undisclosed high-wattage equipment is strictly prohibited for safety reasons. Any violation will result in a penalty of ₱20,000 per undisclosed item, immediate disconnection, and any additional Venue/Contractor charges shall be for the Exhibitor's account. This policy ensures compliance with venue load limits and prevents fire or electrical hazards that may endanger fellow exhibitors, guests, and staff.

b. **Rule Violations:** Breaches of ingress/egress windows, loading routes, safety rules, or Contractor restrictions may incur ₱20,000 per violation, and/or removal from the Event without refund.

c. **Late Setup / No-Show:** Failure to set up within the ingress window or to open by Event start may be treated as a no-show, allowing the Organizer to reassign the booth without refund.

d. Penalties are due within **five (5) business days** from written notice. Failure to settle within this period may result in suspension from current or future Organizer events, withholding of Exhibitor access/benefits, and/or legal action to recover the amount due, with all related costs charged to the Exhibitor.

9. INTELLECTUAL PROPERTY

Each Party retains ownership of its own intellectual property. The Organizer may use the Exhibitor's name/logo for Event marketing without additional cost.

10. FORCE MAJEURE

Neither Party shall be held liable or responsible for any delay, non-performance, or partial performance of its obligations under this Agreement if such delay or failure is caused by events beyond its reasonable control, including but not limited to acts of God, natural disasters, typhoons, floods, earthquakes, fire, public health emergencies or pandemics, war, terrorism, civil disturbances, government actions or regulations, strikes, lockouts, labor disputes, power outages, or any other event that materially hinders the ability to perform as intended ("Force Majeure Event").

In the event of a Force Majeure Event, the affected Party shall notify the other Party in writing as soon as practicable, stating the nature of the event and the estimated duration.

If the Force Majeure Event results in the rescheduling of the Event, all exhibitor benefits shall be carried over to the rescheduled date without additional cost to the Exhibitor. If the Event is canceled entirely due to a Force Majeure Event, the Organizer shall not be liable for any damages, costs, or losses incurred by the Exhibitor. If the Organizer receives any refund or credit from the venue due to the Force Majeure Event, such amount will be passed on proportionally to Exhibitors after deduction of reasonable administrative costs.

11. INDEMNITY

The Exhibitor shall indemnify and hold harmless the Organizer, the Venue, the official Event contractor, and their respective officers, employees, and agents from any and all claims, damages, losses, costs, and liabilities arising from or related to the Exhibitor's products, services, activities, conduct, negligence, or breach of this Agreement or applicable laws.

12. GOVERNING LAW & DISPUTE RESOLUTION

This Agreement shall be governed by the laws of the Republic of the Philippines. In the event of disputes, the Parties agree to submit to the exclusive jurisdiction of the proper courts of Mandaue City, Cebu.

13. AUTHORITY TO SIGN

Each Party represents and warrants that the individual signing this Agreement on its behalf is duly authorized to execute and deliver this Agreement and to bind such Party to all terms and conditions herein. Each Party further acknowledges that it has obtained all necessary internal approvals to enter into this Agreement.

14. ELECTRONIC SIGNATURES

This Agreement may be executed and delivered electronically. A copy bearing a digital or electronic signature shall be deemed as valid and binding as an original for all legal purposes.

15. TERMINATION FOR REPUTATIONAL HARM

The Organizer reserves the right to immediately terminate this Agreement, without refund, if the Exhibitor or its representatives engage in conduct that, in the reasonable opinion of the Organizer, brings the Exhibitor or the Organizer into public disrepute, scandal, or ridicule, or otherwise harms or is likely to harm the Organizer's reputation, goodwill, or brand image. This includes, but not limited to, involvement in illegal activities, fraudulent acts, discriminatory behavior, public controversies, or inappropriate social media conduct that may negatively impact the Eventchy brand or the success of the event.

In the event of such termination, the Organizer shall have no further obligation to the Exhibitor, and all Exhibitor benefits shall cease immediately.



IN WITNESS WHEREOF, the Parties have hereunto signed this Agreement on the date first above written.

XUGBO TECHNOLOGIES INC.

By: _____
CHRISTINE SANCHEZ
Chief Executive Officer
Date: _____

By: _____

Date: _____

ANNEX A – BOOTH PACKAGE INCLUSIONS

2m x 2m Shell-Scheme Booth

- In system frame material, aluminum post and beams
- 3mm White board panels
- One (1) Fascia board
- One (1) Information table (1ml x .5mw x .75mh)
- Two (2) monoblock chairs
- 1 set of 2-gang convenience power outlet with maximum load of 300 watts at 220 volts
- 1 unit of needlepunch gray carpet
- Two (2) units of fluorescent lamps

4m x 2m Shell-Scheme Booth

- In system frame material, aluminum post and beams
- 3mm White board panels
- One (1) Fascia board
- One (1) Information table (1ml x .5mw x .75mh)
- Two (2) monoblock chairs
- 1 set of 2-gang convenience power outlet with maximum load of 300 watts at 220 volts

- 1 unit of needlepunch gray carpet
- Two (2) units of fluorescent lamps

Note: Booth package inclusions are fixed per booking and do not increase with booth size. A 4m × 2m booth includes the same standard inclusions as a 2m × 2m booth.

ANNEX B – EXHIBITORS’ GUIDELINES

1) Ingress, Event Hours & Egress (Ayala Official)

- Ingress: Dec 4, 2025 – 10:00 PM to Dec 5, 2025 – 9:00 AM
- Event Hours: Dec 5, 2025 – 10:00 AM to 10:00 PM
- Egress/Dismantling: Dec 5, 2025 – 10:00 PM to Dec 6, 2025 – 5:00 AM
- No early entry or late exit.
- Dismantling by DC8 only; exhibitors may remove personal merchandise only.

2) Loading & Unloading of Goods

All loading/unloading must occur only during ingress/egress and via mall-designated service entrances/routes. Non-compliance may result in penalties or removal without refund.

3) Contractor Exclusivity

All booth construction, electrical installation, and dismantling within the venue are exclusively handled by the official booth contractor (DC8). Exhibitors are not permitted to bring in outside contractors or perform carpentry, drilling, painting, or other modifications on their booths.

Care and Maintenance of Booth System

To protect the integrity of the booth system, the use of nails, screws, tacks, or any materials that could damage panels or frames is not allowed. Use S-hooks or strings to hang display items from the top of walls. Pinning directly on panels is prohibited. Booth materials, including walls and flooring, are provided on a rental basis. Any damages or losses incurred will be charged to the exhibitor. Changes to carpet colors are permitted only for special booth designs and will incur additional costs. Exhibitors intending to use platforms or raised flooring must inform the official contractor to ensure proper carpet installation. Special booth designs must include an underlay for added protection.

Compliance with Official Contractor Requirements

- All exhibitors must sign and comply with DC8’s official Exhibitors’ Guidelines in addition to these rules. Booth installation will not proceed without the signed DC8 guidelines.
- Exhibitors must declare their total electrical load and complete the official Electrical Load Declaration Form, which must be submitted to DC8 prior to booth installation. Booth installation will not proceed without the completed and approved form.

4) Electrical Load & Penalties

- Standard allocation: 300W per 2×2 booth at 220V / 300W per 4×2 booth at 220V.
- Requests for higher load require prior written approval from Eventchy and DC8; additional charges apply.

- Undisclosed high-wattage item penalty: ₱20,000 per undisclosed item, plus immediate disconnection and any Venue/Contractor costs.
- Unauthorized high-consumption devices are prohibited.

5) Branding, Signage & Fascia

- Fascia Board: Each booth includes one (1) fascia board.
- Exhibitors must provide visible booth branding/signage within booth boundaries without damaging panels/frame (no nails, screws, adhesives).
- Uniformity Rule: Fascia boards will remain clean (no logos, decals, or added elements) to ensure a uniform and professional look across all booths.
- Cross-promotion is prohibited.

6) Height & Sound

- The standard shell-scheme booth height is approximately 2.5 meters. Exhibitors may decorate within the booth but may not construct extensions or add-on structures that exceed this height without prior written approval from Ayala Malls and DC8.
- Any décor, signage, or display elements exceeding 6 ft require (a) prior written approval from Ayala Malls and DC8, and (b) mandatory attendance at the venue's official safety orientation before installation.
- Decorations must stay within booth boundaries and must not block sightlines or aisles.
- Maximum sound level: 60 dB at booth edge; speakers must face inward.

7) Safety, Fire & Mall Compliance

- Materials must be fire-retardant; no open flames or hazardous/combustible materials.
- Cooking/heating appliances require prior approval and an ABC fire extinguisher in booth.
- 8) IDs, Access & Conduct
- IDs must be worn at all times; only authorized persons may enter the floor.
- Minors (<16) are not allowed during ingress/egress.

8) Security, Insurance & Liability

- Organizer provides general overnight security; Exhibitors are responsible for their own property. The Exhibitor is strongly advised, at its own expense, to secure adequate insurance coverage for its merchandise, display materials, and equipment against loss, theft, damage, fire, or other risks while participating in the Event. The Organizer will not provide insurance coverage for Exhibitors' property. The Organizer, the Venue, and the official Event contractor shall not be held liable for any loss, theft, or damage to Exhibitor's property, whether occurring during ingress, event hours, or egress.
- No locked storage provided; insure valuable items.

9) Damage, Cleaning & Storage

- Damage to Venue/Contractor property is chargeable at replacement/repair cost.
- Excessive cleaning will incur a ₱5,000 cleaning fee.
- No on-site storage beyond booth footprint.



10) Late Setup / No-Show

Failure to occupy and set up within the ingress window, or to open by Event start, may be treated as a no-show. The organizer may reassign the booth without refund.

11) No Refund Policy

All payments are non-refundable, non-transferable, and non-creditable, including for cancellations, no-shows, or Force Majeure. Any concession or benefit granted outside these terms is a goodwill gesture only, given at the sole discretion of the Organizer, and shall not establish any obligation for future events.

12) Delivery and Collection Procedures

Exhibitors must assign a representative to receive deliveries during setup. Neither the venue nor the booth contractor will store goods for exhibitors. During breakdown, exhibitors are responsible for collecting hired items and ensuring their timely return. Packing cases cannot be stored within booth spaces and must be removed. No onsite storage facilities are available, so exhibitors should plan for storage outside the event venue.

13) Additional Rules

- Register all booth staff in advance to avoid delays.
- Unclaimed items left behind after event closing will be removed and disposed of, billed to the exhibitor.