

Terms and Conditions
International Commodity Summit 2025
Exhibitors

1. INTRODUCTION

1.1 The International Commodity Summit (the "Event") is organized and managed by Hibarri, a company duly incorporated in South Africa with its registered office at 34 Somerset Road, Greenpoint, Cape Town, and company number K2024618644 (the "Organizer").

1.2 In consideration of the Organizer accepting your Registration (as defined in Clause 3.1) and upon payment of the applicable fees, the Organizer grants the Customer the right to attend the Event.

1.3 These terms and conditions, any click-through terms provided during an online sign-up process, and any documentation related to your registration—along with the rules and regulations of the owner or operator of the venue hosting the Event (the "Venue")—collectively form the agreement between the Organizer and the Customer concerning the Event (the "Agreement").

1.4 For the purposes of this document, the following terms shall have the defined meanings (definitions) ascribed to them:

"HIBARRI" refers to Hibarri Proprietary Limited, the Managing Organizer.

"SUMMIT VENUE" refers to the location where the International Commodity Summit is held, CTICC 1.

"EXHIBITOR" denotes each entity or individual that has entered into a contract with Hibarri to exhibit their products at the International Commodity Summit.

"PRODUCT" refers to the merchandise, expertise, and/or range of products that the EXHIBITOR has declared and contracted to exhibit and/or promote at the International Commodity Summit from their DESIGNATED AREA.

"DESIGNATED AREA" means the exhibition space allocated within the International Commodity Summit by Hibarri to and for the exclusive use by the EXHIBITOR under the terms of the contract.

"CONTRACT" refers to the agreement between HIBARRI and the EXHIBITOR for the use of the DESIGNATED AREA at the International Commodity Summit, governed by the General Rules and Regulations for Exhibitors (the "RULES"), which are available upon request and provided with the CONTRACT and Invoice.

Any reference in this Agreement to any gender, or to either the singular or plural number, shall be deemed to refer to any other gender or number as the context may require.

"EXHIBITOR" and "EXHIBITORS" shall refer to both Exhibitors and Sponsors.

1.5 Dates and Times

Duration of the International Commodity Summit 2024: Monday, 14 July 2025 - 17 July 2025
Daily opening hours: 9am - 5pm
For exhibitors: 8am - 7pm

1.6 Important Deadlines

Submission of Building of Stands / Stand Designs: 7 June 2025
Delegates and Exhibitors Ticket Registrations: 1 July 2025
Early Bird Discount: 14 February 2025
50% Deposit: On Receipt of Tax Invoice
50% Final Payment: On Approval of Stand Designs & Branding, Before Stand Production

1.7 By signing any invoice, buying any badge, event pass, stand, sponsorship opportunity or purchasing by any means any Hibbarri product related to the International Commodity Summit 2025, you agree to the terms set out in this Contract.

2. APPLICATIONS

2.1 Applications can only be submitted using the official stand application forms available on the International Commodity Summit website, unless otherwise contacted directly by a Hibbarri appointed Relationship Manager with the relevant signing authority. Applicants are requested to fill in the forms carefully and accurately. The receipt of an application does not imply any subsequent entitlement to participate in the exhibition.

2.2 The details provided by the exhibitor on the application will be considered accurate and will be reflected in the contract and trade catalogue.

3. STAND RENTAL

3.1 A minimum stand size is 6m².

3.2 The net stand rental fee covers floor space per square meter, basic fascia boards with a single branded wall, and chairs. The stand rental excludes any additional custom designs and structures.

3.3 The branded material components of the stand shall belong to the exhibitor, and may be kept by the exhibitor. All chairs, tables and structures rented shall return to the Event Organizer.

4. THE CONTRACT

4.1 The inclusion of the rules as an integral part of the contract is a condition precedent to the contract becoming effective between the parties.

4.2 The exhibitor hereby unconditionally undertakes to ensure that each and every one of its employees, agents, contractors, invitees, or persons under its direct or indirect control, while present at its designated area or engaged in any activity elsewhere at the summit venue, shall unreservedly respect, comply with, and fully adhere to the rules. Any contravention of this undertaking will constitute grounds for the immediate invoking of the breach provisions.

4.3 Neither the contract nor any right or interest thereunder may be ceded or assigned to any other party without the prior written consent of Hibarri, which consent may, at its sole discretion, be unreasonably withheld.

4.4 The contract shall be governed by the laws of South Africa.

4.5 While every effort will be made to meet the requirements of exhibitors participating in the International Commodity Summit, Hibarri reserves the right to make any alterations it considers necessary or to alter the positions of any facilities within the Summit, or to take any other steps considered necessary in connection with the Summit. In such an event, the exhibitor shall have no claim of any nature and kind against Hibarri arising from any cause.

4.6 By signing this agreement, you understand that Hibarri reserves the right to change the event venue, date and times, including any agendas, floorplans, and stand locations. Furthermore, Hibarri reserves the right to change extend the event, or expand into additional spaces such as CTICC 2 and The Westin Conference area in case it has been decided that the originally selected space will be too limited to reasonably conduct the event in a single building.

5. EXCHANGING OR TRANSFERRING OF STANDS

5.1 The allocated stand may not be exchanged with that of another exhibitor, nor may it be transferred either partially or completely to a third party unless an agreement has been reached with Hibarri and lodged in writing.

6. CANCELLATIONS

6.1 An exhibitor electing to cancel the contract prior to the commencement of the International Commodity Summit may, at the discretion of Hibarri, become entitled to a refund of any payments made based on the following conditions:

6.2 Should notice of intended cancellation be received by Hibarri at least two (2) months prior to the commencement of the Summit, 60% of the full contract price shall constitute an agreed

liquidated damages amount, which Hibarri shall be entitled to retain. The balance of any monies held by Hibarri will be reimbursed to the exhibitor.

6.3 Should an exhibitor seek to cancel the contract within one (1) month or less prior to the commencement of the Summit, it will NOT be entitled to a refund of any monies, as it is acknowledged that Hibarri will not be able to mitigate its losses by obtaining a replacement exhibitor for the designated area. Consequently, the full contract value will remain owing and payable by the exhibitor to Hibarri.

7. REDUCTIONS OF STAND SPACE

7.1 The organizers shall be entitled to refuse an exhibitor's request to reduce or increase their stand size. Such refusal shall not affect the exhibitor's right to withdraw from the exhibition.

7.2 Should the exhibitor seek to reduce their stand space within two (2) months or less prior to the Summit, they will not be entitled to a refund of any monies, as it is acknowledged that Hibarri will not be able to mitigate its losses by obtaining a replacement exhibitor for the designated area. Consequently, the full contract value will remain owing and payable by the exhibitor to Hibarri.

8. TERMS OF PAYMENT

8.1. Although the contract shall have been established as detailed in 5.1, all rights and benefits in favor of the Exhibitor shall remain suspended until the Exhibitor has paid the agreed contract price to Hibarri.

8.2. Payment of the specified deposit by the Exhibitor will convert the allocation to a secured and confirmed facility, pending the final payment of the outstanding contract price by the Exhibitor in accordance with the contractually agreed upon amount.

8.3. In the absence of a written confirmation notice, the act of payment of the deposit as per 9.2 will be deemed to constitute tacit confirmation, thus legally ratifying the establishment of the contract.

8.4. Until the specified deposit has been paid under clause 9.2, the allocation of the facility space shall remain tentative and may be reallocated by Hibarri to any alternative exhibitor at its sole discretion, upon simple notice to the former exhibitor.

8.5. Payment of the contract price must be made by the Exhibitor in strict compliance with the invoice terms issued by Hibarri.

8.6. Only if the Exhibitor maintains all payments under the contract on the due date will they be entitled to access their reserved facility as necessary for planning the International Commodity Summit.

8.7. Failure to pay any contract monies in strict accordance with the stipulated payment times will constitute a material breach of the contract.

8.8. Discounts listed on the website are the only discounts that can be offered. To qualify for discounts, you must be a member where specified or qualify for the discount where specified. Regional and New Exhibitor discounts cannot be used together. Discounts do not apply to specific pavilions or meeting hubs that have been subsidized by specific sponsors.

8.9. Once a deposit has been paid for a specific stand size, it shall be considered as a final contractually binding agreement that the exhibitor shall take a stand of the agreed upon size.

8.10. You must pay all amounts due to us under this Agreement in full without any set-off, counterclaim, deduction, or withholding (other than any deduction or withholding of tax as required by law). All sums due under this Agreement are exclusive of any applicable sales tax (including but not limited to VAT), which shall be paid by you at the rate in force from time to time.

9. LIMITATION OF HIBARRI'S LIABILITY

9.1. The Organizer shall under no circumstances be liable for any loss, theft, or damage suffered by the Exhibitor, its employees, agents, servants, customers, clients, or visitors. This includes but is not limited to damage resulting from fire, injury, accident, floods, crowds, riot, actions or omissions of other exhibitors, defects in the structure of the stand or the venue, insufficient lighting or ventilation, or leaks or breaks in water pipes or other fittings or appliances.

9.2. The Exhibitor is responsible for their own public liability insurance, shall be held liable for and holds the Organizer harmless against all risk to property brought onto the Venue by the Exhibitor, its employees, agents, servants, customers, clients, or visitors, including property not owned by the Exhibitor.

9.3. The Exhibitor agrees and undertakes to take out such policies of insurance as may be necessary to cover any loss or damage to it or for which it may be held liable.

9.4. Hibarri shall not be responsible for any loss or damage it may suffer if the Exhibition must be closed during the entire period of the Exhibition or any part thereof. In such an event, Hibarri shall not be liable to refund the Exhibitor any monies or portion thereof.

9.5. The limitation of Hibarri's liability shall apply irrespective of whether such damage is sustained before, during, or after the Exhibition and irrespective of whether the act or commission complained of occurs inside or outside the Venue.

9.6. By signing this Agreement, you grant Hibarri the rights to utilize your company logo on all event marketing materials, the official International Commodity Summit website, and the right of use to any content taken at the event pre-, during and post- stand construction. Any issues arising out of the use of your company logo leading up to, and during the event, shall be rendered harmless and necessary for marketing and branding purposes.

10. POSTPONEMENT / CANCELLATION OF THE EXHIBITION

10.1. In the event of the Exhibition being cancelled, postponed, or abandoned due to causes beyond Hibarri's control, Hibarri may, at their discretion, repay any fees paid by the Exhibitor, or

part thereof, but shall be under no obligation to repay the full fee. Hibarri shall not be liable to the Exhibitor for any damages, actions, claims, losses, or expenses whatsoever.

10.2. Where the Organizer agrees to repay fees, Hibarri's limit of liability to the Exhibitor will be the space cost paid, including additional tickets bought, irrespective of other costs incurred by the Exhibitor.

11. BREACH

11.1. In the event of a breach by any party of any term or condition of this CONTRACT, the aggrieved party shall only be entitled to seek relief after giving the defaulting party written notice to remedy the breach within the following parameters:

- If the breach occurs within two (2) months prior to the commencement date of the Summit, the notice period shall be three (3) days;
- If the breach occurs within one (1) month prior to the commencement date of the Summit, the notice period shall be twenty-four (24) hours;
- If the breach occurs during the Summit, the notice period shall be seven (7) hours, running from 10:00 to 18:00.

11.2. The inherent nature of the Summit makes time of the essence as contemplated in 12.1.

11.3. Without prejudice to any other rights, whether under common law or in terms of the contract, the parties reserve the right to pursue any additional claims against the defaulting party in law. In the event of a breach not being remedied, the aggrieved party shall have the right and option to either cancel the contract or to institute proceedings for specific performance against the party in breach without any further notice, with or without any additional claim for damages arising from such breach.

11.4. All legal costs incurred shall be recoverable by the aggrieved party on the scale of attorney and own client.

11.5. The domicilium citandi et executandi shall be the addresses of the Exhibitor and Hibarri as recorded on the face of the contract.

12. CONSUMER PROTECTION NOTICE

12.1. The Protection of Personal Information Act of 2013 ("POPIA") requires us to bring certain aspects to your attention, which we have done by underlining certain clauses in this contract and the Exhibitor Manual, forming part of the agreement between Hibarri and the Exhibitor.

12.2. The contract requires us to clarify any apparent misapprehension you may have. If you have any such misapprehension, DO NOT accept the agreement.

12.3. The Exhibitor was not introduced to this agreement by forceful direct marketing methods, and consented to initial contact.

12.4. Hibarri did not use undue influence or tactics to induce the Exhibitor to sign this agreement.

12.5. The Exhibitor considers the agreed cost of exhibition participation to be fair and reasonable.

13. GENERAL

13.1. By accepting, signing, and initialing each page of the contract, you confirm that you understand the terms and conditions, have read the exhibitor manual, and agree to be bound by them. If accepted on behalf of a separate legal entity, you confirm that you are duly authorized to do so on behalf of such entity.

13.2. Excluding those marked N/A, these are the only terms of this Agreement that the exhibitor acknowledges having examined. The contents of the exhibitor manual are incorporated into this Agreement as if specifically mentioned and are accepted by the exhibitor herewith.

13.3. The International Commodity Summit is a trade show, and under no circumstances are exhibitors allowed to sell any goods within or around the exhibition precinct. Failure to comply will result in the exhibiting company and its employees being escorted off the premises.

14. TICKETS AND TRANSFERS

14.1 You acknowledge that all Event Passes (Tickets) are non-refundable. If you do not attend the Event but have already signed up, the payment will continue to be due.

14.2 You may request to transfer your Event Pass to another individual within your organization, which we may approve in our sole discretion (acting reasonably).

14.3 The transfer of the Event Pass is not valid until confirmation of the transfer has been provided by us.

14.4 Swapping badges (Event Passes) and any other personal credentials at the Event is prohibited. Delegates who engage in swapping credentials will have their badges confiscated, be removed from the Venue, and be banned from attending future editions of the Event.

