

**Client Terms and Conditions**  
**Exhibitors, Sponsors, Strategic Partners & Media**  
**International Commodity Summit 2025**  
**17 - 20 November 2025**

**1. Introduction**

- 1.1. The International Commodity Summit (the "**Event**" or ICS) is hosted, organized and managed by Hibarri (Pty) Ltd.
- 1.2. Hibarri owns and controls all intellectual property, legal and financial responsibilities, and rights surrounding the ICS.
- 1.3. Any person or entity - whether registered, regulated, local, or international - that contributes funds, resources, or value of any kind towards the Event, including but not limited to exhibiting, sponsoring, speaking, branding, or otherwise participating in a capacity beyond that of a paid or complimentary delegate ticket, shall be deemed to have accepted and to be fully bound by these Terms and Conditions. This shall include any and all strategic partners, affiliates and media partners. This person shall be referred to in this agreement as "you" or "the client".

**2. Agreement to the Terms**

- 2.1. These terms and conditions, any click-through terms provided during an online sign-up process, and any other documentation related to your registration including any and all rules and regulations of the owner or operator of the Cape Town International Convention Centre (the "**Venue**") will form part of the agreement between the Organizer and the Customer concerning the Event (the "**Agreement**").
- 2.2. By signing any invoice, purchasing any badge, event pass, exhibition stand, sponsorship package, or acquiring any Hibarri product in connection with the International Commodity Summit ("ICS"), you irrevocably agree to be bound by the terms of this Legally Binding Document.
- 2.3. Failure to sign or execute a Memorandum of Agreement, Contract, Terms and Conditions sheet, or any other related document shall not exempt, diminish, or release you from your obligations under this agreement. Your responsibilities remain fully enforceable by virtue of your engagement with the Organizer.

- 2.4. You expressly acknowledge and accept that performance in terms of this agreement constitutes the *essentialia* of the contract and reinforces your binding consent thereto. No action may be undertaken outside the existence of this agreement, unless expressly referring to this agreement, and all conduct in relation to the ICS shall be deemed as confirmation of your acceptance of these terms.

### 3. **Interpretation**

- 3.1. For purposes of this Agreement, unless the context clearly indicates otherwise, the following terms shall bear the meanings set out below:
- 3.1.1. “Access” means the right of entry and admittance to the Event, which shall only be valid upon (i) the acceptance of Registration by Hibarri, and (ii) full payment of the applicable fees, or proof of payment to Hibarri’s satisfaction. Access is strictly conditional upon possession of a valid Delegate Pass or Event Pass and may be revoked at any time by Hibarri for non-compliance with this Agreement.
- 3.1.2. “Agreement” means these Client Terms and Conditions, together with any schedules, annexures, Exhibitor Manuals, Sponsor Manuals, Client Manuals, invoices, Rules, and any click-through or online terms that form part of the binding contractual relationship between the Parties.
- 3.1.3. “Brand Materials” means the Client’s logos, trademarks, slogans, copyrighted materials, trade names, and any other intellectual property, branding, or promotional content provided or otherwise made available to Hibarri for use in connection with the Event.
- 3.1.4. “Breach” means any failure by a Party to perform a material obligation under this Agreement, including failure to pay, failure to comply with venue rules, violation of intellectual property rights, failure to observe safety regulations, or any conduct that damages the reputation of Hibarri or the Event.
- 3.1.5. “Calendar Month” means the period from a day of one month to the corresponding day of the next month if such exists, or to the last day of the following month if no such corresponding day exists.
- 3.1.6. “Client” means any individual, juristic person, partnership, trust, association, or other entity that enters into this Agreement with Hibarri. For purposes of clarity, “Client” includes without limitation:

- 3.1.6.1. Exhibitor - an entity allocated a Designated Area for exhibition;
- 3.1.6.2. Sponsor - an entity contributing funds, services, value in kind, or other resources in exchange for sponsorship rights;
- 3.1.6.3. Strategic Partner, Media Partner, or Affiliate - any entity engaging with the Event under a formalised role beyond that of a standard delegate.
- 3.1.6.4. Any person other than a sole Delegate, VIP Delegate or Speaker at the conference.
- 3.1.7. “Confidential Information” means all information, whether written, oral, digital, or otherwise, disclosed by Hibarri to the Client, including business plans, pricing, methodologies, attendee lists, trade secrets, and intellectual property, but excluding information that (i) is or becomes publicly available through lawful means; (ii) was in the recipient’s lawful possession before disclosure; or (iii) is required to be disclosed by law.
- 3.1.8. “Contract” means the binding agreement between Hibarri and the Client comprising these Terms and Conditions and the Client’s confirmed participation in the Event (including stand allocation, sponsorship package, speaking slot, or partnership), together with the Rules, Exhibitor Manual, Sponsor Manual, Client Manual, and all related documents referenced herein.
- 3.1.9. “Delegate Pass” means a pass or credential issued by Hibarri granting a Delegate access to the Event. A Delegate Pass is a personal, revocable licence and remains at all times the property of Hibarri.
- 3.1.10. “Designated Area” means the exhibition stand, booth, pavilion, or allocated floor space assigned by Hibarri for the exclusive use of an Exhibitor.
- 3.1.11. “Event” or “International Commodity Summit 2025” means the International Commodity Summit 2025 hosted and organised by Hibarri (Pty) Ltd, to be held at the Summit Venue on the dates publicly listed on the official website ([www.internationalcommoditysummit.com](http://www.internationalcommoditysummit.com)), together with all associated sessions, functions, galas, or related activities.
- 3.1.12. “Event Pass/es” means any ticket, badge, or other access credential issued by Hibarri that entitles the holder to attend the Event or parts

thereof. All Event Passes are non-transferable except with Hibarri's written consent.

- 3.1.13. "Exhibitor" means an entity or individual contracted to exhibit products, services, or content at the Event within a Designated Area, including any associated staff or contractors.
- 3.1.14. "Exhibitor Manual / Sponsor Manual / Client Manual" means any document labelled as such by Hibarri, containing operational, compliance, safety, branding, or logistical rules applicable to Clients, which forms part of and is binding under this Agreement.
- 3.1.15. "Force Majeure" means any event or circumstance beyond the reasonable control of a Party which prevents, delays, or hinders performance of its obligations under this Agreement, including but not limited to acts of God, natural disasters, epidemics or pandemics, war, terrorism, government action, strikes, lockouts, industrial disputes, civil commotion, fire, floods, and failures of essential utilities or transport.
- 3.1.16. "Hibarri" or "Organiser" means Hibarri Proprietary Limited, registration number 2024618644, a private company duly incorporated under the laws of South Africa, with its registered address situated at 34 Somerset Road, Greenpoint, Cape Town, and acting as the host, organiser, and contracting party to this Agreement.
- 3.1.17. "Package" or "Sponsorship Package" means any sponsorship, exhibition, or partnership arrangement offered by Hibarri, including associated rights, benefits, services, branding, and entitlements, as described in the relevant contract or invoice.
- 3.1.18. "Product" means the merchandise, goods, services, technologies, or intellectual property exhibited, displayed, promoted, or distributed by the Exhibitor within its Designated Area.
- 3.1.19. "Speaker" means an individual selected and authorised by Hibarri to present, moderate, or participate in any panel, keynote, or session at the Event.
- 3.1.20. "Sponsor" means any entity or individual that contributes funds, services, value in kind, or other resources to the Event in exchange for sponsorship recognition, branding, rights, or benefits.

- 3.1.21. "Summit Venue" means the Cape Town International Convention Centre (CTICC) or such other location as may be determined by Hibarri under this Agreement.
- 3.1.22. "VAT" means Value Added Tax as defined under the Value-Added Tax Act, 89 of 1991, as amended.
- 3.1.23. "Working Hours" means 09h00 to 17h00, Monday to Friday, excluding public holidays in South Africa, unless otherwise agreed to in writing by Hibarri.
- 3.2. 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.
- 3.3. The words "include"; and "including"; mean "include without limitation" and "including without limitation". The use of the words "include"; and "including" followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it.
- 3.4. Where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention.
- 4. **Dates and Times**
  - 4.1. Duration: 18 - 20 November 2025.
  - 4.2. Event daily operating hours 18 November 2025 & 19 November 2025: 9am - 5pm.
  - 4.3. Event operating hours 20 November 2025: 9am - 12pm unless extended as courtesy of the Organizer
  - 4.4. Exhibitor and Sponsor operating hours: 8am - 7pm
  - 4.5. Gala Evening: 17 November 2025 from 4pm - 11pm
- 5. **Application**
  - 5.1. Applications can only be submitted using the official stand application forms available on the ICS website <https://www.internationalcommoditysummit.com/>, unless otherwise contacted directly by a Hibarri appointed Relationship Manager with the relevant signing authority. Applicants are requested to complete the forms carefully and accurately. The receipt of an application does not imply any subsequent entitlement to participate in the exhibition.

- 5.2. The details provided by you on the application will be considered accurate and will be reflected in the contract.
- 5.3. Registration shall only be deemed valid once your application to attend, exhibit, sponsor, or otherwise participate in the Event has been reviewed and formally accepted by Hibarri. Hibarri reserves the absolute right, in its sole discretion, to approve or reject any application without the obligation to provide reasons.
- 5.4. If payment is not received by us when due, we shall be entitled, at our discretion, to:
  - 5.4.1. refuse you entry to the Event; or
  - 5.4.2. deem that you have canceled your participation in the Event.
- 5.5. If you have purchased a Delegate Pass at an early bird rate, but fail to make payment by the due date, such discounted rate will expire. We reserve the right to charge you the applicable rate at the time payment is made.
- 5.6. We reserve the right to charge interest on overdue payments.
- 5.7. There are no special rates for daily or partial attendance. If you choose to only attend for one day, you will still be liable to pay for access to the whole Event in its full duration.

## **6. Registration**

- 6.1. Upon acceptance of your application and the subsequent completion of registration and payment, you irrevocably agree to be bound by these Terms and Conditions, the policies of Hibarri, as well as the rules, regulations, and requirements of the Event venue and any other relevant third-party service providers.
- 6.2. Registration is contingent upon full payment of all applicable fees within the period specified on the invoice or payment request. Failure to comply may result in the suspension or cancellation of your registration without liability to Hibarri. No participation, access, or entitlement to Event privileges will be granted until payment is confirmed as received in full.
- 6.3. You may only register using the method set out on our website unless otherwise agreed upon by the Organizer.
- 6.4. After submitting your Registration, you will receive an acknowledgement email from us. This does not mean that your Registration has been accepted. Confirmation of our acceptance may be sent via a separate email. In the event

where we have not accepted your registration, we will notify and refund you promptly, should any refunds be due.

- 6.5. We shall issue you a Delegate Pass which grants you entry to the Event approximately 7 days before the event, once your Registration has been confirmed and payment of the applicable fees have been received.
  - 6.5.1. We may issue this pass to you on the day of, or day before the conference.
  - 6.5.2. Late release of your Delegate Pass shall not constitute non-performance on Hibarri's part or that of the Event.
- 6.6. By registering for the Event, you warrant that you are 18 years of age or older and have the legal capacity to enter into this Agreement.
- 6.7. You must provide a photograph of all Delegates attending the Event at least seven (7) days prior to the start date of the Event.
- 6.8. Hibarri has the right to refuse the Registration of a Client that, in the reasonable opinion of Hibarri, does not correspond with the objectives of the ICS. If such a case were to arise, Hibarri will reimburse the registration fee already paid and may propose other options such as exhibit space.
- 6.9. In addition to the requirements and prohibitions set forth in this Agreement, Hibarri may also exclude any prospective Client from registering for or attending the ICS, in the reasonable sole discretion of Hibarri. Furthermore, Hibarri in its sole discretion, reserves the right to cancel any Customer's registration upon refund of the Registration fees paid to Hibarri; however, if the reason for the cancellation is due to violating any prohibition or requirements set forth in these Terms and Conditions, Hibarri may retain all fees paid.

## **7. Access**

- 7.1. Access to the Event will only be permissible after Hibarri (pty) Ltd has accepted Registration (as defined herein under Registration) and upon payment of the applicable fees. In the event that payment does not reflect prior to the start of the Event, proof of payment will be required in order for access to be granted.
- 7.2. The Delegate Pass entitles you to admittance to the Event. All other costs you may incur in association with your attendance at the Event are your responsibility, including any bank charges or transaction fees incurred in making payments, hotel bookings, or travel costs.

- 7.3. The purchased Event Pass/es remains the property of Hibarri and is a personal revocable license, which may be withdrawn, with refusal of admission (clause 16 below) at any time, for a reasonable and valid reason.
- 7.4. The Event Pass/es purchased are for the sole use of a representative of the company or that of your business **only** and may not be resold under any circumstances, including the using the Event Pass/es to form part of any promotion or competition of the company. Where there has been a breach on any term of this clause, such as the resale or attempted resale of any tickets, we reserve the right to cancel the Event Pass/es with immediate effect.

## **8. Anti-Ambush Marketing**

- 8.1. Only official Sponsors and Exhibitors duly contracted with Hibarri shall have the right to promote, advertise, or display their branding, products, or services at the ICS.
- 8.2. The Client undertakes not to engage in any form of ambush marketing, including but not limited to the unauthorised display of logos, distribution of promotional material, or conducting promotional activities within or in the immediate vicinity of the ICS venue.
- 8.3. Any breach of this clause shall entitle Hibarri to immediately remove the Client and its representatives from the venue, without refund, and to claim damages arising therefrom.
- 8.4. The client shall have no right of recourse in this regard, and shall waive their rights to any refund in such case whatsoever.
- 8.5. The client shall accept in this case that they may be banned for all future conferences hosted by the Organizer, may be liable for a penalty upon reapplication for entry, and/or permanent or temporary limitation of conference access.

## **9. Safety and Compliance Obligations**

- 9.1. The Client shall at all times comply with all applicable South African laws, municipal by-laws, regulations, and venue rules governing health, safety, and security, including but not limited to the Occupational Health and Safety Act, 85 of 1993.
- 9.2. The Client shall ensure that its employees, agents, contractors, and invitees comply fully with such requirements, and shall be solely responsible for all costs, penalties, or claims arising from any non-compliance.



- 9.3. Hibarri reserves the right to inspect any stand, exhibit, or sponsored area to ensure compliance with safety requirements and may, at its sole discretion, order the removal of any non-compliant installation.

**10. Stand Rental for Exhibitors**

- 10.1. The minimum stand size is  $16m^2$  unless reduced at the sole discretion of the Organizer.
- 10.2. The net stand rental fee for standard fabric stands covers: floor space per square meter, basic fabric walls, a table, bin and chairs. The stand rental excludes any additional custom designs and structures.
- 10.3. 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.

**11. The Contract / Agreement**

- 11.1. The acceptance of the Rules as an integral part of the contract/agreement is a condition precedent to the contract becoming effective between the parties.
- 11.2. The Client 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 immediately inducing the breach clause contained herein.
- 11.3. 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 reasonably withheld.
- 11.4. This Contract shall be governed by, and construed in accordance with, the laws of the Republic of South Africa. By default, and unless otherwise determined by Hibarri (Pty) Ltd ("Hibarri"), any disputes, claims, or proceedings arising out of or in connection with this Contract shall fall within the exclusive jurisdiction of the Western Cape Division of the High Court of South Africa.

**12. Rights Reserved for the Organizer**

- 12.1. While every reasonable effort shall be made by Hibarri to fulfill the requirements and expectations of Clients participating in the International Commodity Summit ("ICS"), Hibarri reserves the unconditional and absolute right, at its sole discretion, to make such changes, adjustments, or modifications as it deems

necessary to protect the solvency, viability, profitability, operational efficiency, or international standing of the ICS.

12.2. These changes include the right to change the:

12.2.1. Venue

12.2.2. Date

12.2.3. Time

12.2.4. City

12.2.5. Country

12.2.6. Event Name

12.2.7. Title Sponsorship

12.2.8. Prices

12.2.9. Packages

12.2.10. or any other relevant changes necessary to ensure the solvency, profitability and international exposure of the ICS and Hibarri and/or to reduce risk exposure, preserve the quality, or to ensure the success and long term survivability of the event.

12.3. In the event of such changes, adjustments, or modifications, Clients and Participants acknowledge and agree that they shall have no claim, demand, or right of recourse of any nature whatsoever against Hibarri, whether for damages, losses, refunds, or otherwise, arising directly or indirectly from such changes.

12.4. By entering into this Contract, the Client expressly accepts that flexibility and adjustments are inherent in large-scale international events, and confirm that they remain bound by this Contract notwithstanding any such alterations by Hibarri.

### 13. **Exchanging or Transferring of Stands**

13.1. Any allocated stand or package may not be exchanged with another Exhibitor or Sponsor, nor may it be transferred, either partially or completely, to a third party unless a written agreement has been lodged and agreed to by Hibarri.

### 14. **Cancellation and Termination**

14.1. A Client electing to cancel the contract prior to the commencement of the ICS may, at the discretion of Hibarri, be entitled to a refund of any payments, should the following criteria be met:

**14.1.1. Cancellations Six (6) Months or More Before the ICS**

- 14.1.1.1. Where written notice of cancellation is received by Hibarri at least six (6) calendar months prior to the scheduled commencement date of the ICS:
- 14.1.1.2. The Client expressly agrees that seventy percent (70%) of the total contract price shall be deemed a genuine pre-estimate of liquidated damages suffered by Hibarri and shall be irrevocably forfeited;
- 14.1.1.3. The remaining thirty percent (30%) of the total contract price may, subject to Hibarri's discretion, be reimbursed to the Client. Such reimbursement shall constitute the Client's sole and exclusive remedy in respect of the cancellation.

**14.1.2. Cancellations Within Six (6) Months of the ICS**

- 14.1.2.1. Where written notice of cancellation is received by Hibarri less than six (6) calendar months prior to the commencement of the ICS, the Client acknowledges and agrees that:
- 14.1.2.2. It shall not be entitled to any refund of monies paid; and
- 14.1.2.3. The full contract value shall remain due, owing, and payable to Hibarri, regardless of whether the Client has already made partial payment or no payment at all.
- 14.1.2.4. This is on the basis that Hibarri will be unable to mitigate its loss or secure a replacement Client for the designated exhibition area, sponsorship package, speaking slot, or any other entitlements originally allocated to the Client.

**14.1.3. Reduction of Package Size or Stand Space**

- 14.1.3.1. Hibarri shall be entitled to refuse a Client's request to reduce or increase their package size. Such refusal shall not affect the Client's right to withdraw from the conference, provided they do so in accordance with the Clause preceding this one.
- 14.1.3.2. Should the Client seek to reduce their package within two (2) months or less prior to the ICS, they will not be entitled to a refund of any monies, as it is acknowledged and accepted by the Client that Hibarri will not be able to mitigate its losses by obtaining a replacement Client for the Designated Package. As such, the full

contract value will remain owing and payable by the Client to Hibarri.

**14.1.4. Terms of Granted Cancellation or Reduction**

- 14.1.4.1. If Hibarri grants such cancellation, Hibarri assumes no responsibility or liability for having included the name of the Customer in the Event catalog, brochures, news releases, website, or other materials. Upon cancellation of this Agreement, Hibarri may (without prejudice to any other available remedy) resell the space or Sponsorship in any manner as Hibarri deems advisable in its sole discretion, without any obligation to the Customer.
- 14.1.5. The Client hereby expressly acknowledges, accepts, and agrees that the liquidated damages amount stipulated in this Agreement is a genuine, reasonable, and necessary pre-estimate of the losses that Hibarri (Pty) Ltd ("Hibarri") will suffer in the event of cancellation.
- 14.1.6. Such amount shall specifically account for the costs of sales, marketing, labour, venue hire, third-party supplier commitments, and any other related or incidental costs incurred by Hibarri, and is further aligned with the cashflow assumptions and financial allocations contained in the Client's contract.
- 14.1.7. The Client waives any right to contest such amount as being excessive, penal, or unenforceable.

**15. Payment Terms**

- 15.1. All rights, privileges and benefits in favor of the Client shall remain suspended until the Client has paid the agreed/entire Contract price to Hibarri.
- 15.2. Payment of the specified deposit by the Client will convert the allocation to a secured and confirmed facility or service, pending the final payment of the outstanding Contract price by the Client in accordance with the contractually agreed upon amount.
- 15.3. In the absence of a written confirmation notice, the act of payment of the deposit as per the invoice will be deemed to constitute tacit confirmation, thus ratifying the establishment of the Agreement, thus subjecting the Agreement between the parties to these Terms and Conditions.

- 15.4. Until the specified deposit has been paid in terms of the invoice, the allocation of the facility space shall remain tentative with the possibility, upon simple notice to the former Client, of being reallocated to any alternative Client, at the sole discretion of Hibarri.
- 15.5. Payment of the invoiced price must be made by the Client in strict compliance with the invoice terms issued by Hibarri.
- 15.6. If the Client complies with and/or maintains all payments in terms of the Contract on the due date, they will be entitled to access their reserved facility, as may be necessary, for planning their stand at the ICS.
- 15.7. Failure to pay any contract monies in strict accordance with the stipulated payment timelines, as provided for in the Agreement, will constitute a material breach of the Agreement and these Terms and Conditions.
- 15.8. Discounts listed on the website are the only discounts that can be offered. To qualify for discounts you must, where specified, be a member or qualify for the discount. Regional and New Sponsor or Exhibitor discounts cannot be used together. Additionally, discounts do not apply to specific pavilions or meeting hubs that have been subsidized by specific sponsors.
- 15.9. Once a deposit has been paid for a specific stand size or sponsorship package, it shall be considered as a binding agreement and acknowledgement that the Client shall take a stand or package of the agreed upon size and scope.
- 15.10. The Client must pay all amounts due to Hibarri in full without any set-off, counterclaim, deduction, or withholding (other than any deduction or withholding of tax as required by law) as agreed upon in terms of this Agreement. All sums due under this Agreement are exclusive of any applicable sales tax (including but not limited to VAT), which shall be paid by the Exhibitor at the rate in force from time to time.
- 15.11. Any amount not paid by the Client on the due date shall accrue interest, compounded monthly in arrears, at the rate prescribed in terms of the Prescribed Rate of Interest Act, 55 of 1975, from the due date until the date of actual payment.
- 15.12. The charging of interest shall be without prejudice to any of Hibarri's other rights or remedies, including suspension of services or termination of this Agreement.

## **16. Termination Rights for Hibarri**

- 16.1. In addition to any other rights available in law or under this Agreement, Hibarri shall be entitled to immediately terminate this Agreement, cancel the Client's participation, and remove the Client from the ICS without refund, if:
- 16.1.1. The Client fails to pay any amount due under this Agreement on the due date;
  - 16.1.2. The Client engages in conduct that, in the opinion of Hibarri, is unlawful, defamatory, fraudulent, abusive, or harmful to the reputation of Hibarri or the ICS;
  - 16.1.3. The Client engages in hate speech, bullying, verbal, emotional, or physical harm toward a stakeholder, employee, contractor or associate of Hibarri;
  - 16.1.4. The Client breaches any material provision of this Agreement or any applicable law, and fails to remedy such breach within the period stipulated by notice;
  - 16.1.5. The Client is provisionally or finally liquidated, placed under business rescue, sequestrated, or otherwise becomes insolvent.
- 16.2. Termination shall be without prejudice to Hibarri's rights to claim damages, legal costs, or any amounts due under this Agreement.

**17. Limitation of Liability and Damages**

- 17.1. Hibarri (Pty) Ltd ("Hibarri") shall under no circumstances be liable for any loss, theft, damage, injury, or expense suffered by the Client or any of its employees, agents, contractors, customers, clients, invitees, or visitors. This exclusion expressly includes, without limitation, losses or damages arising from fire, accident, flood, crowding, riot, strike, industrial action, acts or omissions of other exhibitors, sponsors, or attendees, structural defects in any stand or in the venue, insufficient lighting or ventilation, or leaks, bursts, or failures of water, electrical, or other fittings, services, or appliances.
- 17.2. Hibarri shall not be liable to the Client, whether in contract, delict, or otherwise, for any loss, damage, cost, or expense of whatsoever nature, save only for direct damages proven to have arisen solely and directly from Hibarri's own gross negligence or wilful misconduct. Under no circumstances shall Hibarri be liable for any indirect, consequential, special, incidental, or punitive damages, including (without limitation) loss of profits, business interruption, reputational harm, loss of

goodwill, or loss of anticipated savings, howsoever arising and irrespective of the cause.

- 17.3. In the event that the Client is entitled to bring a valid damages claim against Hibarri (Pty) Ltd ("Hibarri") in terms of this Agreement or at law, the Client expressly agrees that such claim shall be limited in aggregate to an amount not exceeding the total contract fees actually paid by the Client to Hibarri under this Agreement, excluding VAT, as at the date the cause of action arose. Under no circumstances shall the Client be entitled to recover any amount greater than the sum so paid, regardless of the nature of the claim, the cause of action, or the number of claims brought.
- 17.4. The Client is responsible for their own public liability insurance and shall be held liable for and holds Hibarri harmless against all risk to property brought into the Summit venue by the Client, including its employees, agents, servants, customers, clients, or visitors and is inclusive of property not owned by the Client.
- 17.5. The Client agrees and undertakes to take out policies of insurance as may be necessary to cover any loss or damage to it or for which it may be held liable.
- 17.6. Hibarri shall not be responsible for any loss or damage it may suffer if the Event must be closed during the entire period of the Event or any part thereof. In such an event, Hibarri shall not be liable to refund the Client any monies or portion thereof.
- 17.7. The limitation of Hibarri's liability shall apply irrespective of whether such damage was sustained before, during, or after the Event and irrespective of whether the act or commission or omission complained of occurs inside or outside the Summit venue.

## **18. Warranties**

- 18.1. Hibarri gives no warranties in respect of any aspect of the ICS event or any materials related thereto or offered at the Event and, to the fullest extent possible under the laws governing this Agreement, disclaims all implied warranties, including but not limited to warranties of fitness for a particular purpose, accuracy, timeliness, and merchantability. The Summit event is provided on an "as-is" basis. The views, opinions, and positions expressed by the speakers, attendees, or sponsors at the Summit event are theirs alone and do not necessarily reflect the views, opinions, or positions of Hibarri or any employee thereof. The Summit event makes no representations as to the accuracy,

completeness, timeliness, suitability, or validity of any information presented by speakers, attendees, or sponsors at a the Summit event and will not be liable for any errors, omissions, or delays in this information or any losses, injuries, or damages arising from its display or use. Hibarri does not endorse, and expressly disclaims all liability relating to, any of the products or services provided by speakers, exhibitors, attendees, delegates or sponsors.

- 18.2. Without limiting the generality of the foregoing, Hibarri endeavours to ensure all advertised Speakers, Exhibitors, Sponsors and so forth are in attendance as advertised, however, for a variety reasons and reasons beyond Hibarri's control, the Organiser cannot guarantee and makes no representation or warranty that as to the number of Summit event attendees or as to the presence, absence any other customer.

## **19. Indemnity**

- 19.1. The Client agrees to defend, indemnify, and hold harmless Hibarri, the Event venue as well as their respective affiliates, personnel, shareholders, directors and representatives from and against all expenses including, costs, claims, demands, suits, actions, proceedings, judgments, fines, penalties, losses, damages and liabilities (including but not limited to reasonable attorneys' fees and expenses), resulting directly or indirectly from:
- 19.1.1. any actions or omissions of the Client and/or its personnel, including agents and representatives, that are negligent, wrongful or constitute a breach of this Agreement, or
  - 19.1.2. claims that the display, distribution, or publication of any advertising materials or other other related materials for the Summit venue, sponsorship or programs violates the intellectual property, privacy or other rights of any third party to the Exhibitor.
- 19.2. This indemnity provided under this provision shall survive the termination or expiration of this Agreement without prejudice to any other rights and/or remedies which the Organiser may have or be entitled to in terms of this Agreement and/or applicable laws.
- 19.3. Hibarri shall not, under any circumstances, be held liable for any alleged misrepresentation, whether negligent, innocent, or otherwise, arising from or contained in any photographs, mock-ups, concept designs, advertisements, promotional materials, website content, social media posts, verbal statements, or



any other descriptive materials published, displayed, or communicated in connection with the International Commodity Summit ("ICS"). The Client expressly acknowledges, agrees, and warrants that:

- 19.3.1. All such material is provided strictly for illustrative and promotional purposes only and shall not be construed as creating any binding representation, warranty, guarantee, or contractual obligation on the part of Hibarri;
- 19.3.2. Various of these materials may be used solely for the purpose of SEO (Search Engine Optimization) and bulk image creation, and shall not be construed as definitive activities, objects, promises and/or obligations of performance of the Organizer.
- 19.3.3. Reliance on any such material shall be entirely at the Client's own risk; and the only binding obligations between the Parties shall be those expressly set out in the written Contract duly executed between the Parties.
- 19.4. The Client further acknowledges and accepts that:
  - 19.4.1. Hibarri conducts its business through employees, contractors, and representatives;
  - 19.4.2. Such individuals may not be fully informed of Hibarri's internal policies, commercial arrangements, or operational decisions at all times;
  - 19.4.3. Any statement, assurance, commitment, or representation made by such individuals shall not be binding upon Hibarri unless confirmed in writing by a duly authorised director of Hibarri.
- 19.5. The Client confirms that it has not relied, and shall not rely, upon any statement, representation, description, or assurance other than those expressly contained in this Contract. Any prior representations, whether written, verbal, or implied, shall be of no force or effect.
- 19.6. To the maximum extent permitted by South African law, the Client irrevocably waives and abandons any claim, action, or right of recourse of any nature whatsoever against Hibarri arising from any alleged misrepresentation, misinformation, or misunderstanding, whether caused by an employee, contractor, representative, or otherwise.

## **20. Exhibitor Warranties**

- 20.1. The Client warrants, represents, and undertakes that:

- 20.1.1. It has the full legal right, authority, and capacity to enter into and perform this Agreement;
  - 20.1.2. All products, services, materials, and content it exhibits, displays, or distributes at the ICS are lawful, safe, and non-infringing on any third-party intellectual property rights;
  - 20.1.3. It holds all necessary permits, licences, and approvals required for participation in the ICS;
  - 20.1.4. Its participation shall comply with all applicable laws, regulations, and industry standards.
- 20.2. The Client indemnifies and holds harmless Hibbarri against any claim, loss, damage, liability, or expense arising from a breach of the above warranties.

## **21. Intellectual Property and Rights of Use**

- 21.1. Hibbarri reserves the right, at its sole and absolute discretion, to use the films, audio recordings and/or photographs of the conference in any media without first obtaining the consent of the participants and without making any payment whatsoever for publicity, advertising, trade or promotion purposes. Any participant attending the conference waives their intellectual property rights to any photographs taken and/or published in a manner described here.
- 21.2. In the event where you or your organization have sponsored, elected to exhibit, or become a strategic partner, media partner or Client of the conference and/or Hibbarri in any form, you will automatically qualify for the distribution and marketing of content involving your company's logo, brand, slogan and other copyrighted, trademarked, and/or developed material, in which case you provide the rights to use, change, edit, amend, improve and distribute this content and shall have no rights to recourse otherwise in this regard
- 21.3. You hereby agree and acknowledge these terms and conditions.
- 21.4. These terms and conditions shall automatically apply to you if you have purchased any Delegate Passes, Tickets or other Items from the Event Organizer.
- 21.5. In the event that you or your organisation sponsor, exhibit, partner strategically or commercially, act as a media partner, or otherwise participate as a Client of the International Commodity Summit ("ICS") and/or Hibbarri, you automatically grant Hibbarri a non-exclusive, royalty-free, worldwide, irrevocable licence to use, reproduce, display, publish, edit, adapt, amend, distribute, and otherwise exploit

your company's logos, trademarks, slogans, copyrighted materials, and any other intellectual property or brand assets ("Brand Materials") for purposes reasonably connected with the marketing, promotion, and distribution of the ICS and related initiatives. Such rights expressly include the right for Hibarri to:

- 21.5.1. Incorporate the Brand Materials into event-related content, publications, websites, digital media, signage, and promotional materials;
  - 21.5.2. Edit, amend, adapt, enhance, or improve the Brand Materials for formatting or design purposes, provided such modifications do not materially alter the substance or identity of the brand;
  - 21.5.3. Distribute or make available the Brand Materials to delegates, media, third-party service providers, and affiliates for purposes directly connected to the ICS.
- 21.6. The Client warrants that it is the lawful owner or authorised licensee of all Brand Materials provided to Hibarri, and that the use of such Brand Materials by Hibarri in accordance with this clause shall not infringe any third-party rights.
- 21.7. The Client indemnifies and holds Hibarri harmless against any and all claims, demands, damages, liabilities, or expenses (including legal costs on an attorney-and-own-client scale) arising from or connected to the use of the Brand Materials as permitted under this clause.
- 21.8. The Client shall have no right of recourse against Hibarri for the use, adaptation, or distribution of the Brand Materials as contemplated herein, and expressly waives any claims of misuse, misrepresentation, or reputational harm, provided such use is in connection with the ICS.

## **22. Working Hours and Overtime Fees**

- 22.1. The normal working hours of Hibarri and its employees, contractors, and representatives in relation to the International Commodity Summit shall be 09h00 to 17h00, Monday to Friday, excluding South African public holidays, unless otherwise specified by Hibarri in writing.
- 22.2. Any request by a Client for Hibarri employees, contractors, or representatives to perform duties, render services, or provide support outside of the abovementioned hours shall be subject to Hibarri's prior written consent and the availability of personnel, whether requested before, during or after the days of the Event.

- 22.3. In the event that such overtime work is approved, the Client shall be charged a fee of R4,000.00 (four thousand rand) per hour per employee engaged, which fee shall be payable in addition to all other fees, charges, or costs agreed under this Agreement.
- 22.4. Overtime shall be calculated from the commencement of the additional work until its conclusion, rounded up to the nearest full hour.
- 22.5. Hibarri reserves the right to decline any request for work outside of its normal working hours, and no such request shall be binding unless confirmed in writing by a duly authorised director of Hibarri.
- 22.6. For the avoidance of doubt, this clause applies equally to all requests for work made during weekends, public holidays, and outside of standard hours, regardless of whether such work takes place at the Event venue, the Client's premises, or remotely.

## **23. Severability and Enforceability**

- 23.1. Should any clause or part thereof be unenforceable, it will not affect the enforceability of the rest of the Agreement. However, if severing one clause would render the Agreement unlawful or it not be reasonable to do so, regard must be had to the clause in relation to the Agreement as a whole.

## **24. Force Majeure**

- 24.1. Neither Hibarri nor the Client shall be liable for any delay or failure to perform its obligations under this Agreement if such delay or failure results from events or circumstances beyond its reasonable control, including but not limited to:
  - 24.1.1. Acts of God, natural disasters, or extreme weather events;
  - 24.1.2. Fire, flood, epidemic, or pandemic;
  - 24.1.3. War, terrorism, riots, or civil commotion;
  - 24.1.4. Strikes, lockouts, industrial disputes, or labour shortages;
  - 24.1.5. Government restrictions, laws, or regulations;
  - 24.1.6. Failure of utilities, transport, or essential services.
- 24.2. In such circumstances, Hibarri shall be entitled, at its discretion, to cancel, postpone, suspend, or modify the ICS without liability for damages, refunds, or compensation of any kind.
- 24.3. The Client remains bound to its obligations to the extent already performed by Hibarri and shall not be entitled to terminate this Agreement solely due to a force majeure event.

## **25. Intellectual Property**

- 25.1. By signing this Agreement, you grant Hibarri the rights to utilize your company logo on all event marketing materials, the official ICS 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.
- 25.2. Except for the rights expressly granted in terms of this Agreement, nothing in this Agreement will function to transfer any of the Parties' intellectual property rights to the other. Each Party will retain exclusive interest in and ownership of its intellectual property developed before this Agreement.

## **26. Postponement or Cancellation of the Event**

- 26.1. In the event of the Event being cancelled, postponed, or abandoned due to causes beyond Hibarri's control, Hibarri may, at their discretion, repay any fees paid by the Client, 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.
- 26.2. Where Hibarri agrees to repay fees, Hibarri's limit of liability to the Client will be the space cost paid, including additional tickets bought, irrespective of other costs incurred by the Client.

## **27. Breach**

- 27.1. In the event of either party being in breach or default of any of the terms or conditions of this Agreement, the aggrieved party must deliver written notice to the defaulting party notifying the party of the material breach and requiring them to remedy the material breach after receipt of the written notice.
- 27.2. The aggrieved party is entitled, without prejudice to any other rights it may have in terms of this Agreement or at law, within the following parameters to:
  - 27.2.1. deliver notice within three (3) days, if the breach occurs within four (4) months **prior** to the commencement date of the Event;
  - 27.2.2. deliver notice in twenty-four (24) hours, if the breach occurs within two (2) months **prior** to the commencement date of the Event; deliver notice within seven (7) hours, running from 10:00 to 18:00, if the breach occurs **during** the Event.

- 27.3. The inherent nature of the Event makes time of the essence as contemplated in the foregoing clauses.
- 27.4. 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.
- 27.5. All legal costs incurred shall be recoverable by the aggrieved party on the attorney and own client scale.
- 27.6. The *domicilium citandi et executandi* shall be the addresses of the Client and Hibarri as recorded on the face of the contract.

## **28. Confidentiality and Data Protection (POPIA)**

- 28.1. The Client acknowledges that during the course of the Agreement it may receive or have access to confidential information belonging to Hibarri (Pty) Ltd ("Hibarri"), including but not limited to trade secrets, business plans, pricing information, and proprietary methodologies ("Confidential Information").
- 28.2. The Client undertakes to maintain the confidentiality of all such Confidential Information and agrees not to disclose, reproduce, distribute, or use such Confidential Information for any purpose other than that strictly necessary for participation in the International Commodity Summit ("ICS").
- 28.3. All personal information processed in connection with this Agreement shall be handled in accordance with the Protection of Personal Information Act, 4 of 2013 (POPIA). Each Party warrants that it shall comply with its obligations under POPIA, including lawful processing, data subject participation, and safeguarding of personal information.
- 28.4. The Client consents to Hibarri collecting, storing, and processing personal information of the Client and its representatives for purposes reasonably related to the administration of the ICS, including marketing, logistics, security, and regulatory compliance.
- 28.5. This clause shall survive termination or expiration of the Agreement.
- 28.6. The Protection of Personal Information Act, 4 of 2013 ("**POPIA**") requires Hibarri to to bring certain aspects of POPIA to your attention, which we have done by

underlining certain clauses in this Agreement and the Client Manual, forming part of the Agreement between Hibarri and the Client.

- 28.6.1. The Contract requires us to clarify any apparent misapprehension you may have. If you have any such misapprehension, **DO NOT** accept the Agreement until after you have been in communication with a duly authorised representative of Hibarri to address and clear up any apprehension.
- 28.6.2. Should you have acted in accordance with an agreement, even if not signed, you will be bound by these terms.
- 28.6.3. The Client was not introduced to this Agreement by forceful direct marketing methods, and consented to initial contact.
- 28.6.4. Hibarri did not use undue influence or tactics to induce the Client to sign this Agreement.
- 28.6.5. The Client considers the agreed cost of participation to be fair and reasonable.

## **29. General**

- 29.1. By accepting, signing, and/or acting in accordance with the agreement, you confirm that you understand the terms and conditions, have read the required Client Manuals, if any, and agree to be bound by these Agreements.
- 29.2. If accepted on behalf of a separate legal entity, you confirm that you are duly authorized to do so on behalf of such entity.
- 29.3. Excluding those marked not applicable, these are the only terms of this Agreement that the Client acknowledges having examined. The contents of the Client Manual are incorporated into this Agreement as if specifically mentioned and are accepted by the Client herewith.
- 29.4. The ICS 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.

## **30. Tickets and Transfers**

- 30.1. The Exhibitor acknowledges that all Event Passes are non-refundable. If you do not attend the Event but have already signed up, the payment will continue to be due.

- 30.2. You may request to transfer your Event Pass to another individual within your organization, which Hibarri may approve in its sole discretion, which it reasonably grant or deny.
- 30.3. The transfer of the Event Pass is not valid until confirmation of the transfer has been provided by Hibarri.
- 30.4. Swapping of Event Passes and/or any other personal credentials at the Event is strictly prohibited. Delegates who engage in the swapping of credentials will have their badges confiscated, will be removed from the Summit venue, and be banned from attending future editions of the Event.

### **31. Post-Event Grievances and Refunds**

- 31.1. Upon conclusion of the Event and the delivery of the services, you acknowledge and agree that no refunds, credits, or reimbursements of any kind shall be due or payable, regardless of circumstance.
- 31.2. All services are deemed to have been fully rendered on the Event date(s). You accept full responsibility for utilising any and all services, benefits, access, or deliverables by or on the Event date(s). Any failure to do so shall not constitute grounds for refund or claim.
- 31.3. Following the Event date(s), the Organizer shall have no further obligations, duties, liabilities, or amounts owed to you whatsoever. This applies to any post-event service and brand association of any kind.
- 31.4. You further acknowledge that subjective dissatisfaction with the production quality, execution, programming, speakers, attendance, outcomes, or any other aspect of the Event shall not give rise to any right of recourse, claim, or remedy against the Organizer.
- 31.5. Any attempt to dispute, reverse, withhold, claw back, or recover any amount paid after the Event date(s), whether through legal action, payment processor chargeback, bank reversal, or third-party intervention, shall constitute a material breach of these terms.
- 31.6. You expressly waive, abandon, and relinquish any and all present or future claims, whether contractual, delictual, statutory, equitable, or otherwise, arising from or connected to the Event, its production, its outcomes, or your participation therein.



- 31.7. You acknowledge that the Organizer has relied on these terms in incurring costs, committing resources, and delivering the Event, and that any post-Event claim would be unreasonable, opportunistic, and made in bad faith.
- 31.8. In the event of any attempted claim, dispute, or proceeding contrary to these terms, the Organizer reserves the right to recover all legal costs incurred on an attorney-and-client scale, without limitation, in addition to any other relief available in law.

**32. Revocation, termination and removal of recognition and participation**

- 32.1. The Organizer reserves the absolute, unilateral, and unfettered right, at its sole discretion, to revoke, terminate, and remove any and all brand association, affiliation, recognition, promotion, or representation of your name, trademarks, logos, or likeness at any time following the Event. The Organizer bears no obligation whatsoever to maintain, preserve, or continue any brand association post-conference, whether implied or previously displayed.
- 32.2. In the event that you act in bad faith, including but not limited to the initiation of post-event disputes, threats, claims, payment reversals, reputational attacks, or conduct that the Organizer reasonably determines to be damaging, misleading, or inconsistent with association with major businesses, your brand shall be deemed unsuitable for continued association, and all references thereto may be immediately withdrawn, deleted, or disassociated without notice, compensation, or liability of any kind.
- 32.3. The organizer reserves these rights primarily in the case of bad faith, however, reserves them absolutely and does not require justification for brand disassociation.

**33. Whole Agreement**

- 33.1. This agreement shall supersede any and all prior agreements between the Client and the Organizer.
- 33.2. No addition to or variation, consensual cancellation, or novation of this Agreement shall be of any force or effect unless reduced to writing and signed by a duly authorised director of Hibbarri.
- 33.3. You hereby agree to these terms and conditions.