

ON SHOW SOLUTIONS TERMS AND CONDITIONS (Updated: August 2021)

TERMS AND CONDITIONS OF PARTICIPATION

In the context of this document, the following terms and definitions apply.

- 1.1 "OSS" means On Show Solutions (Pty) Ltd.
- 1.2 "EXHIBITOR" means each party that has contracted to OSS for participation in an EVENT (Please note that in some countries such parties are referred to as 'suppliers' - for the purposes of these terms and conditions 'EXHIBITOR' will be deemed to mean 'SUPPLIER' where applicable)
- 1.3 "PRODUCT" means the property, service offering and/or product range of the EXHIBITOR which it contracts to promote
- 1.4 "FACILITY" means the allocated space (virtual or physical) for the EXHIBITOR to conduct meetings at the specific EVENT, placed at the sole discretion of OSS.
- 1.5 "CONTRACT" means the agreement concluded between OSS and the EXHIBITOR in terms of which the FACILITY is hired for the EVENT.
- 1.6 "EVENT" means any event, exhibition or marketing platform that takes place at a future date as specified in the on-line invitation. OSS reserves the right to amend the EVENT name at any time.
- 1.7 "EFFECTIVE DATE" means the date the on-line invitation is completed by the EXHIBITOR and submitted to OSS.
- 1.8 "PARTIES" means the parties to the CONTRACT;
- 1.9 "PARTICIPATION PACKAGE" means the amount specified in the on-line invitation;
- 1.10 "PAYMENT TERMS AND CONDITIONS" means such terms and conditions as may be specified in the invitation submitted to the EXHIBITOR by OSS;
- 1.11 "DEPOSIT" means the amount specified in the invoice submitted by OSS to the EXHIBITOR;
- 1.12 Any reference in this Agreement to one of the three genders, or to either singular or plural number, shall in the appropriate context be deemed to refer to any other gender or number, as the context may require.

2. CONTRACT COMPLIANCE

- 2.1 The CONTRACT will be of full force and effect on the EFFECTIVE DATE, subject to clause 3.1 below.
- 2.2 The EXHIBITOR hereby unconditionally undertakes to procure that each and every one of its employees, agents, contractors, invitees or persons falling under its direct or indirect control while present upon its FACILITY or otherwise engaged by the EXHIBITOR upon an activity elsewhere upon the EXHIBITION CENTRE or at the EVENT, shall unreservedly respect, comply with and fully adhere to the CONTRACT.
- 2.3 Any contravention of this undertaking, will constitute grounds for the immediate invoking of the breach provisions.
- 2.4 If the EXHIBITOR changes its internal policy to the effect that it no longer will participate in the EVENT or any activities of that nature and/or decides not to participate in the EVENT for whatever reason, it will remain liable for the DEPOSIT and, subject to the date that such decision is made, any other cancellation fees due in terms of the CONTRACT.

3. RESERVATION OF CONTRACT BENEFITS

- 3.1 The EXHIBITOR will have no right and benefits until the EXHIBITOR shall have fully paid the PARTICIPATION PACKAGE to OSS.
- 3.2 Payment by the EXHIBITOR of the DEPOSIT, will convert the allocation to a FACILITY pending the final payment of the outstanding contract price by the EXHIBITOR in terms of 3.1
- 3.3 Until such time as the DEPOSIT has been paid, the allocation of the FACILITY shall remain of a tentative nature and at all times free to be re-allocated by OSS to any alternate EXHIBITOR in its sole discretion and upon simple written notice to that affect being given to the former EXHIBITOR and such revised allocation will be binding on the EXHIBITOR and will not entitle the EXHIBITOR to a refund or cancellation.
- 3.4 If the situation arises that a planned physical event cannot go ahead due to restrictions beyond our control, the EXHIBITOR will not forfeit the DEPOSIT. The DEPOSIT will cover the EXHIBITOR for participation on the virtual edition of the show or alternatively the EXHIBITOR may carry the credit over towards an upcoming in-person show.
- 3.5 Payment of the PARTICIPATION PACKAGE shall be required to be affected by the EXHIBITOR in strict compliance with the PAYMENT TERMS AND CONDITIONS and the failure to do so will amount to a material breach of the CONTRACT.

4. BREACH

- 4.1 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 in terms hereof, after giving to the defaulting party written notice to remedy same within 48 (forty eight) hours,
- 4.2 If the breach is not remedied as aforesaid, the aggrieved party shall have the right and option forthwith either to cancel the CONTRACT or to institute proceedings for specific performance against the party in breach and in both cases without any further notice, with or without any additional claim for damages arising from such breach.
- 4.3 All legal costs incurred shall be recoverable by the aggrieved party on the scale of attorney and own client.
- 4.4 The domicilium citandi et executandi shall be those addresses of the EXHIBITOR and OSS as recorded on the face hereof.

5. PAYMENT TERMS

- 5.1 Payments to be made directly to OSS as agreed.
- 5.2 Payments must be net of bank charges.
- 5.3 Please use your company name as your reference.
- 5.4 Payments are to be made into the following account:

Account Name: On Show Solutions Bank: Nedbank, Cresta, South Africa
Account No: 1913384616
Branch code: 191305
Swift Code: NEDSZAJJ198765 IBAN

Code: 1911305
BIC Code: 191305

6. CESSION & ASSIGNMENT

6.1 Neither the CONTRACT nor any right, obligation or interest there under may be ceded nor assigned by the EXHIBITOR to any other party without the prior written consent of OSS having been first obtained, which consent may be withheld in its sole and unfettered discretion.

7. DATA PRIVACY

7.1 The parties undertake to comply with the relevant legislation in this regard and more specifically The EC General Data Protection Regulations ('GDPR') and the South African Protection of Personal Information Act, Act 68 of 2008 ('POPIA').

7.2 OSS may process EXHIBITOR'S personal information (both terms as defined in the Protection of Personal Information Act, act 4 of 2013 ['the POPI'] and the European Union General Data Protection Regulation - 'GDPR') and EXHIBITOR'S Special Personal Information (as defined in the GDPR), which processing includes amongst others the 'collecting, storing and dissemination' of personal information (as defined in POPI).

7.3 The EXHIBITOR agrees to protect database information and not share the information with any companies who were not participating on the EVENT.

8. SOCIAL MEDIA (INCL PHOTOS PEOPLE & STANDS)

8.1 The EXHIBITOR agrees and consents to OSS taking photos of them, their visitors, guests and displays, FACILITY and PRODUCTS and to use same in social media and publications.

9. CANCELLATION

9.1 An EXHIBITOR electing to cancel the CONTRACT prior to the commencement of the EVENT may in the sole and unfettered discretion of OSS be entitled to a refund of any payments made upon the following basis:

9.1.1 Should notice of cancellation be received by OSS at any time prior to the EVENT, the DEPOSIT of the full contract price shall constitute an agreed liquidated damages amount which OSS shall be entitled to retain.

9.1.2 Should an EXHIBITOR seek to cancel the CONTRACT within four (4) calendar months or less prior to an EVENT, the EXHIBITOR will not become entitled to the refund of any monies, it being acknowledged that if OSS will not be able to mitigate its losses by way of obtaining any replacement EXHIBITOR for the FACILITY, the full contract value will consequently in such circumstances remain owing and payable by the EXHIBITOR to OSS.

9.2 Should OSS elect to cancel the contract prior to the commencement of the EVENT, OSS will not be liable to reimburse the EXHIBITOR for any expenses incurred.

10. CHANGES OF FACILITY

10.1 Whilst every effort will be made to meet the requirements of EXHIBITORS, OSS reserves the right to make any alterations which may be considered necessary or to alter the positions of any of the FACILITIES at the EVENT, or to take any other steps considered necessary in connection with an EVENT in the sole and unfettered discretion of OSS.

10.2 Any such alteration will not entitle the EXHIBITOR to any claim of whatsoever nature.

11. APPLICATION

All enquiries, advice, invitations, itineraries, participation information, checklists, quotations or estimates addressed to, provided by or bookings made and/or all services rendered by or on behalf of OSS are subject to these terms and conditions and the terms and conditions of various third party service providers (i.e. airlines, tour operators, hotels, cruise companies etc.) who the Company request on your behalf to render services or provide products to you.

12. THE CLIENT AND AUTHORITY

The person making such enquiries, seeking such advice, requesting such quotations or estimates or making such booking or to whom any service is rendered, is deemed to have read, had explained (where applicable), understood and accepted the Conditions and to have the authority to do so on behalf of the person in whose name the estimate or quotation or reservation is requested and/or provided and/or the person to whom the services are rendered (collectively referred to as 'the Client').

13. TRAVEL ARRANGEMENTS

Please note that all arrangements are to be made completely independently of OSS with OSS's official travel agent, using an appointed independent consultant. Upon receipt of your travel documents PLEASE CHECK that ALL the details therein are correct.

14. THIRD PARTY SERVICE PROVIDERS

OSS's travel agent provides EXHIBITORS with travel and/or other services either itself or acting as agents for suppliers engaged in or associated with the travel and tourism industry, such as airlines vehicle rental and excursions ('collectively referred to as 'the Principal'). OSS accepts no liability for any loss, damage, illness, harm, injury or death which any EXHIBITOR may suffer as a result of any act or omission on the part of or the failure of the Principals to fulfill its obligations, whether in relation to travel arrangements, accommodation or otherwise unless, in the case of injury or death, it is due to the negligent act or omission of the Company. The contract in use by the Principals (which is often constituted by the ticket issued by the Principal), shall constitute the sole contract between the Principal and the EXHIBITOR and any right of recourse the EXHIBITOR may have, will be solely against such Principal. The Company will provide the identity and terms and conditions of (or access thereto) all the Principals relevant to

the service being provided for the EXHIBITOR'S booking. It's the EXHIBITOR'S responsibility to familiarise oneself with such terms and conditions ('the Principal's Conditions').

With regards to hotel bookings please be aware that hotels and other accommodation properties may undergo renovations from time to time. Hotels generally take all possible steps to limit disruption and inconvenience to their guests when renovations are taking place. OSS will not accept complaints or requests for refunds if a hotel is carrying out renovations whilst a guest is resident. If OSS is specifically advised of renovation work in advance by the hotel, this information will be passed on to the EXHIBITOR but it is important to understand that this is subject to change and that OSS may not always be notified.

15. AIR TICKETS

These tickets are linked to contracts ('Air T&C') which are very complex and can entail very strict requirements regarding change, airport and departure taxes and cancellation provisions and the EXHIBITOR MUST enquire about ALL the applicable conditions BEFORE you pay for the ticket. The EXHIBITOR should also take note that if your flight/itinerary consists of more than one flight/coupon/ticket, the EXHIBITOR is not allowed to use such tickets/coupons out of sequence or to 'skip' one (& e.g. opt for train, bus or car transport) as this will VOID the entire balance of the journey/itinerary. 'No-shows' may result in the ticket being voided and/or the EXHIBITOR being charged a cancellation fee. Note that the Air T&C shall constitute the sole contract between the airline and the EXHIBITOR and any right of recourse the EXHIBITOR may have, will be solely against the airline in terms of the Air T&C. The EXHIBITOR'S rights of recourse as a consequence of over-booking are prescribed by the CPA. Loyalty programs are governed by strict rules of which the EXHIBITOR must be aware and retention of boarding passes and other documentation pertaining to such programs is the sole responsibility of the EXHIBITOR. Consult OSS travel agent about refunds for unused tickets as strict deadlines apply.

16. RESPONSIBILITY

All tours are booked and arrangements are made on the express condition that OSS, its directors, members, partners, employees and agents, shall not be responsible for, and shall be exempt from, all liability in respect of loss (financial or otherwise), damage, accident, injury, death, harm, illness, harm, trauma, delay or inconvenience to any EXHIBITOR (which shall be deemed to include the heirs, executors, administrators or assigns of the EXHIBITOR whether on the tour or journey or not), to or loss of or damage to their luggage, or other property, wherever, whenever and however the same may occur and whether or not arising from any act, omission, default, or negligence on the part of the EXHIBITOR whatsoever. The EXHIBITOR indemnifies and holds harmless OSS, its directors, members, partners, its employees and agents accordingly. OSS, its directors, members, partners, its employees and agents shall furthermore not be liable for any consequential or indirect loss or damages whatsoever, unless section 61 of the CPA applies.

17. INSURANCE

It is strongly advised that all EXHIBITORS take out adequate insurance cover such as cancellation due to illness, accident or injury personal accident and personal liability, loss of or damage to baggage and sports equipment (Note that is not an exhaustive list). OSS will not be responsible or liable if the EXHIBITOR fails to take adequate insurance cover or at all. It shall not be obligatory upon OSS's travel agent to effect insurance for the EXHIBITOR except upon detailed instructions given in writing and all insurance effected by OSS's travel agent pursuant to such instruction will be subject to such exceptions and conditions as may be imposed by the insurance company or underwriters accepting the risk, and OSS's travel agent shall not be obliged to obtain separate cover for any risks so excluded. Should the insurers dispute their liability for any reason, the EXHIBITOR will have recourse against the insurers only. Once the insurance has been confirmed and paid for, the EXHIBITOR will be issued with a policy document of the insurer. It is a complex document, which must be read before you initiate your travel so that you can address any queries you may have to the insurer prior to your departure. Please note that various credit card companies offer limited levels of travel insurance, which may not be sufficient. Kindly check with the respective credit card companies in order to obtain the specific details of the cover.

18. PASSPORTS, VISAS

It is entirely the EXHIBITOR'S duty to ensure that all passports and visas are current, valid, obtained on time, and will be valid for six months after return to home country with the required number of blank pages as specified by the country authority. It is the EXHIBITOR's responsibility to apply for the correct visa type. Please note that a visa does not guarantee entry to any given country at point of entry and boarding of an aircraft may be denied at any point even if you have a valid visa. Should an EXHIBITOR not receive a visa to travel for whatsoever reason, the CONTRACT still applies, and the PARTICIPATION PACKAGE will remain owing. The client must ensure that the details supplied to the Travel Agent mirror those details shown on their passport for international travel and ID documents for local travel.

19. DISEASES: WARNING

Certain parts covered by your itinerary may be areas where there is a high-risk of malaria and other tropical diseases. We strongly recommend that the necessary precautions be taken in this regard and recommend that you check with your medical practitioner before departure or a medical practitioner well versed in tropical diseases immediately upon your arrival in Africa or any other tropical or sub-tropical destination. If you have not done so prior to departure, it is imperative you do so upon your return.

COVID-19 has resulted in new travel measures being put in place, with changes sometimes happening rapidly at the last minute before planned travel. This may include quarantining/lockdown implications, travel delays, changes to your schedule, new requirements for medical testing. It is the EXHIBITOR'S duty to ensure that any vaccinations, inoculations, prophylactic (e.g. for malaria) and the like, where required, have been obtained. It is the EXHIBITOR'S duty to familiarise him/herself with the inherent dangers of and mental and/or physical condition required for the proposed travel arrangements. OSS requires an emergency contact for all travellers. Please refer to point 17 regarding medical insurance.

20. TRAVEL ADVISORIES

It is the EXHIBITOR's duty to check your destination on the Internet for any such cautionary advice before you travel as the state of the country in terms of not only health but also security (such as recent terrorist attacks) can change overnight.

21. UNSCHEDULED EXTENSIONS

In the unlikely event of there being unscheduled alterations to the itinerary caused by flight re-scheduling, flight delays, bad weather, strikes or any other cause which is beyond the control of OSS, its agents or principals, it is understood that expenses relating to these unscheduled extensions (hotel accommodation etc) will be for the EXHIBITOR'S account.

22. ITINERARY VARIATIONS & TRANSFERS

While every effort is made to keep to all published itineraries, Principals and/or OSS reserve the right in its sole and unfettered discretion to make changes for the EXHIBITOR'S convenience e.g. in some cases, weather conditions can necessitate an alteration in the tour itinerary and this does not constitute any reason for refund. It is the EXHIBITOR'S duty to check each amendment to the itinerary and also to sign the final one. If such changes result in additional charges, it will be for the EXHIBITOR'S account.

23. BREAKAWAYS

While it is possible to break away from planned itineraries, it is understood that such breakaways will be for the EXHIBITOR'S account.

24. COACH & AIR CHARTER

Please note that the flying services and coach transfers are sub-contracted to independent companies. They are responsible for this portion of the itinerary. OSS will not be liable for any additional flying/transfers outside of the quoted itinerary. This will be for the EXHIBITOR'S account.

25. LAW, JURISDICTION & DOMICILIUM

South African law and the jurisdiction of South African courts will govern the relationship between the EXHIBITOR and OSS. OSS shall be entitled to institute any legal proceedings arising out of or in connection with this contract in any Magistrates Court having jurisdiction in terms of Section 28 of the Magistrates Court Act no. 32/1944 as amended, notwithstanding that the amount in issue may exceed the limits of such jurisdiction. The parties choose their respective domicilium citandi et excutandi as reflecting in the CONTRACT.

26. CONDUCT

The EXHIBITOR agrees that he/she will at all times comply with OSS's or others' requirements and instructions in regard to his/her conduct and he/she will not in any way constitute a hindrance to any other passenger or person on the tour, mode of conveyance, at any place of accommodation, entertainment or where meals and/or drinks are served. The EXHIBITOR indemnifies and holds harmless OSS against damages suffered and/or costs incurred by OSS and/or any third party as a result of a breach of this clause.

27. SPECIAL REQUESTS

EXHIBITOR, who has special requests, must specify such requests to OSS in the enquiry. Whilst OSS will use its best endeavours to accommodate such requests, it does not guarantee that it will.

28. AMENDMENTS

No amendment, cancellation or waiver of any term or right referred to herein shall be valid or binding unless reduced to writing and signed by both the EXHIBITOR and a duly authorised representative of OSS.

29. FOREIGN EXCHANGE REGULATION COMPLIANCE

Applicable for South African travellers: This is the EXHIBITOR'S exclusive duty. It is the responsibility of each individual EXHIBITOR to ensure that he/she does not exceed the R1 (one) million per calendar year (Please note this amount is stipulated by the SA Reserve Bank as at January 2015 and may be adjusted from time to time – it is the EXHIBITOR'S duty when booking to check with its foreign exchange provider). Individual's Single Discretionary Allowance. It is imperative that the EXHIBITORS are able to show any customs official that they purchased the foreign exchange they are carrying, failing which it may be confiscated.

30. FORCE MAJEURE

OSS shall have the right to cancel any contract should its fulfilment be rendered impossible, impeded or other duly constituted authorities or any other cause beyond the control of the Company.

31. CONFIDENTIALITY

The parties undertake to treat internal information not intended for the public domain which comes to their knowledge in the course of the cooperation with confidentiality in relation to third parties. This obligation shall continue to apply after the termination or expiration of this agreement.

32. COPYRIGHT

The Conditions and any intellectual property and specifically copyright therein and any proposals, presentations, estimates,

quotes, invitations, itineraries, participation information, checklists, provided by OSS shall remain the sole and exclusive property of OSS. The EXHIBITOR furthermore undertakes not to circumvent OSS and to make any approaches to or enter into any arrangements for any concept similar in part or as a whole to that contained in any of the proposals, presentations, estimates and quotes provided by OSS with any of the Suppliers or any other service providers or venues for a period of 1 (One) year from the date of submission of any proposals, presentations, estimates and quotes provided by OSS.

33. DISPUTE – RESOLUTION

Any and all dispute arising out of or in connection with the Conditions including any question regarding its existence, validity or termination, shall be dealt with as follows:

33.1 Firstly the parties will meet within 5 (five) working days of the dispute arising in an attempt to resolve the matter amicably. Failing such amicable resolution of the dispute within 5 (five) days of their meeting, they will attempt to resolve the matter by mediation – the mediator will be an independent third party mutually agreed upon and, failing such mutual agreement, a party appointed as a mediator by the Arbitration Foundation of South Africa ('AFSA'), which mediator must be appointed within 5 (five) days of their failing to resolve the matter amicably and the mediation itself must take place with a further 5 (five) days from the date the mediator is appointed. Failing such amicable resolution of the dispute by the intervention of a mediator, the dispute must be referred to arbitration in Johannesburg within two (two) days of the failure to resolve the dispute by the intervention of a mediator, which referral must be delivered in writing to and be conducted in terms of the rules of AFSA for the time being in force which rules are deemed to be incorporated by reference into this clause. The tribunal shall consist of one (1) arbitrator to be appointed pursuant to the AFSA Rules. The arbitrator's decision shall be final and binding upon the parties and shall provide the sole and exclusive remedies of the parties. All judgment upon the award so rendered may be entered in any court having jurisdiction or application may be made to such court for a judicial acceptance of the award or orders of enforcement. The commencement of any arbitration proceedings under this Clause shall in no way affect the continual performance of the obligations relates to the subject matter of such proceedings. All arbitration proceedings shall be in the English Language.

33.2 Notwithstanding the provisions of this clause, either party may bring an urgent application to any court that has jurisdiction if circumstances arise that merit such an application

34. ENTIRE CONTRACT

The Conditions (together with all enquiries, advice, quotations or estimates addressed to, provided by or bookings made and indemnities signed as well as invitations, itineraries, participation information, checklists provided) constitute collectively the entire terms of the relationship between the parties. There exist no other terms, conditions, warranties, representations, guarantees, promises, undertaking or inducements of any nature whatsoever regulating the relationship and the EXHIBITOR acknowledges that he/she has not relied on any matter or thing stated on behalf of OSS or otherwise that is not included herein. The contra proferentem rule will not apply to the interpretation of the Conditions.