

SPONSOR STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

In these Terms and Conditions:

1.1 Unless the context clearly indicates a contrary intention, the following words and expressions bear the meanings assigned to them hereunder and cognate expressions bear corresponding meanings:

1.1.1 "Company" means SAPICS, the Professional Body for Supply Chain Management, a Company, duly registered and incorporated as such in the Republic of South Africa and having registration number: 1999/024216/08, and shall include its successors-in-title; and its contracted Conference Managers, Upavon Management (Pty) Ltd, a company, duly registered and incorporated as such in the Republic of South Africa and having registration number 1995/005757/07.

1.1.2 "Cut-Off Date" means the date 3 months before the commencement of the Event;

1.1.3 "Event" means Conference or other such event as described in the Event Sponsorship Agreement and in respect of which the Sponsor is sponsoring the entire, or an aspect of the Event (as the case may be);

1.1.4 "Event Sponsorship Agreement" means the Company's sponsorship agreement or Memorandum of Understanding, in respect of the Event and being the agreement duly completed and lodged by the Sponsor with the Company for the purposes of applying to sponsor the entire, or an aspect of, the Event (as the case may be) in terms of these Terms and Conditions;

1.1.5 "Final Payment Date" means the date specified as such in the Event Sponsorship Agreement;

1.1.6 "In writing" means, in the case of the Company, a written letter, e-mail and/or other written document duly issued by the Company or and signed by one or more of its directors and/or senior managers who is/are duly authorised thereto;

1.1.7 "Late Payment Date" means the date specified as such in the Event Sponsorship Agreement;

1.1.8 "Sponsor" means the party sponsoring the entire, or an aspect of, the Event in terms of these Terms and Conditions.

1.1.9 "Sponsorship Fee" means the amount payable, together with any applicable late payment interest thereon referred to in clause 3, together with value added tax on such amount/s, for the sponsorship in whole or in part (as the case may be) of the Event by the Sponsor;

1.1.10 "Parties" means the parties to these Terms and Conditions, being the Company and the Sponsor;

1.1.11 “Terms and Conditions” shall mean this document, setting out the terms and conditions applicable between the Company and the Sponsor in respect of the Sponsor’s sponsorship of the entire, or an aspect of, the Event (as the case may be); and

1.2 Subject to clauses 1.3 and 1.4 hereunder, defined terms appearing in these Terms and Conditions in title case and in bold shall be given their meaning as defined, while the same terms appearing in lower case and/or not in bold shall be interpreted in accordance with their plain English meaning.

1.3 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.

1.4 The word “clause” or “clauses” refer to clauses of these Terms and Conditions.

1.5 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.

1.6 Reference to “days” shall be construed as calendar days unless qualified by the word “business”, in which instance a “business day” shall be any day other than a Saturday, Sunday or public holiday in the Republic of South Africa. Any reference to “business hours” shall be construed as being the hours between 08h30 and 17h00 on any business day. Any reference to time shall be based upon South African Standard time.

1.7 Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day.

1.8 No provision herein contained shall be construed against or interpreted to the disadvantage of a Party by reason of such Party having or being deemed to have structured, drafted and/or introduced such provision.

2. AGREEMENT

The Sponsor agrees that:

2.1 these Terms and Conditions, together with all rules and/or regulations relating to the sponsoring of the Event published by the Company on its website and/or issued by it in writing from time to time, will govern the Sponsor’s sponsorship of the entire, or an aspect of, the Event (as the case may be);

2.2 any conflicting terms and/or conditions stipulated by the Sponsor are expressly excluded;

2.3 these Terms and Conditions supersede all previous terms, conditions and/or agreements relating to the sponsorship of the entire, or an aspect of, the Event (as the case may be); and

2.4 in certain instances, the Event is being organised and managed by the Company at the venue and on the dates and times specified by the Company in the Event Sponsorship Agreement; provided that the Company reserves the right to make changes to the exhibit hours, and any such changes will be made as far in advance of the Event as reasonably possible, and the Sponsor will be notified accordingly.

3. SPONSORSHIP CONFIRMATION AND PAYMENT OF SPONSORSHIP FEE

3.1 Subject to the provisions of clause 3.7, The Sponsor will be entitled to apply to the Company to sponsor the entire, or an aspect of, the Event by providing the Company with a signed Event Sponsorship Agreement; provided that the Company shall not be obliged to accept any such application to sponsor, with the acceptance thereof being within its sole discretion and with the application to sponsor only deemed to be accepted by the Company upon it notifying the Sponsor in writing of its acceptance of such application to sponsor.

3.2 The Sponsorship Fee payable by the Sponsor to the Company for the sponsorship of the entire, or an aspect of, the Event (as the case may be) shall be in the applicable sum indicated in the Event Sponsorship Agreement for the Event.

3.3 The Sponsorship Fee shall be payable by the Sponsor to the Company as follows:

3.3.1 in the event of the application to sponsor the entire, or aspect of, the Event (as the case may be) being made by the Sponsor on or before the Cut-Off Date, the Sponsor shall be obliged to pay 50% (FIFTY PERCENT) of the Sponsorship Fee to the Company immediately upon the Company in writing accepting such application to sponsor, with the remaining 50% (FIFTY PERCENT) of the Sponsorship Fee, together with payment for all additional services, if any, requested by the Sponsor on the Company's Miscellaneous Services Agreement, to be paid by the Sponsor to the Company on or before the Final Payment Date; or

3.3.2 In the event of the application to sponsor the entire, or aspect of, the Event (as the case may be) being made by the Sponsor after the Cut-Off Date but prior to the Late Payment Date, the Sponsor shall be obliged to pay the entire Sponsorship Fee, together with payment for all additional services, if any, requested by the Sponsor on the Company's Miscellaneous Services Agreement, to the Company immediately upon the Company in writing accepting such application to sponsor; and

3.3.3 in all cases, in the event of the Sponsor failing to pay the Sponsorship Fee in full to the Company on or before the Late Payment Date, the Sponsor shall be required to pay to the Company, in addition to the Sponsorship Fee and charges for all additional services, if any, interest of 1.5% per month until paid in full.

3.4 The Sponsorship Fee and any late payment interest thereon and any applicable charges for all additional services, if any, requested by the Sponsor shall be payable by the Sponsor to the Company in cash, in South African currency (Rands) and free of any

exchange, deduction and/or set-off. Payments can be made using a credit card or by bank transfer or by direct deposit, paid into the Company's bank account specified in the Event Sponsorship Agreement. All bank fees and/or money transfer costs shall be for the account of the Sponsor and the Sponsor must indicate the name of the Event and its name as a reference on all bank deposits, transfers and communications.

3.5 In the event of a default by the Sponsor in respect of any payment due by it to the Company in terms of these Terms and Conditions, the Sponsor hereby consents to, and authorises, the Company to furnish its name, credit record and repayment history to any credit bureau as a delinquent debtor.

3.6 The Sponsor shall not be entitled to withhold payment of the Sponsorship Fee and/or any late payment interest thereon, or any portion thereof, for any reason whatsoever, including due to any dispute that may be pending between the Parties, nor shall the Sponsor be entitled to make any deduction from the Sponsorship Fee or set-off any alleged claim against any amount/s, or any portion thereof, due by the Sponsor to the Company.

3.7 The Company shall be entitled, and reserves the right, at any stage prior to payment in full of the Sponsorship Fee, together with the charges for those additional services, if any, requested by the Sponsor on the Company's Miscellaneous Services Agreement, to withdraw its acceptance of the Sponsor's application to sponsor the entire, or an aspect of, the Event (as the case may be) by notifying the Sponsor in writing of its withdrawal of such acceptance, whereupon the Sponsor shall have no further right to sponsor the entire, or an aspect of, the Event (as the case may be) and the Company will refund to the Sponsor the aggregate amount, if any, received by it from the Sponsor in respect of the Sponsorship Fee and those additional services, if any, requested by the Sponsor on the Company's Miscellaneous Services Agreement, less a 25% (TWENTY FIVE PER CENT) handling fee, which handling fee the Sponsor hereby agrees to.

4. SPONSORSHIP EXPOSURE AND CONDUCT

4.1 In return for payment of Sponsorship Fee, the Sponsor shall be entitled to the sponsorship exposure and rights specified in clause 5. At the Event the Sponsor will not be permitted to display and/or distribute anything outside the confines of that permitted in terms of clause 5.

4.2 The Sponsor agrees that the purpose of the Event is the professional education of persons attending thereat and the Sponsor undertakes to conduct itself accordingly. The Company reserves the right to determine eligibility of any Sponsor, product and/or service.

5. SPONSORSHIP EXPOSURE AND SPONSOR'S RIGHTS

In consideration for the payment by the Sponsor to the Company of the Sponsorship Fee, the Company hereby grants to the Sponsor the applicable rights specified on the Event Sponsorship Agreement, which rights include:

5.1 The right to be designated as an official sponsor (or such similar designation as may be agreed between the parties) of the entire, or an aspect of, the Event (as the case may be);

5.2 The right to the number of free delegate spaces at the Event as specified in writing by the Company;

5.3 The right to display its logos and name/s in such manner and location at the Event as agreed to in writing by the Company;

5.4 The right to have its logo/s and name/s on those pre-event promotional material-flyers, fax shots, e-mails and show material specified in writing by the Company; and

6. SPONSOR'S FURTHER AGREEMENT

The Sponsor hereby agrees to the following:

6.1 The Sponsor shall not use and/or permit the use of any of the rights and/or licences granted herein in a manner which in the reasonable opinion of the Company is or might be prejudicial or defamatory to the image and/or reputation of the Event, the Company, The Client or the venue at which the Event is being held.

6.2 The Company owns and/or controls the Event and the proprietary rights associated therewith and the Sponsor agrees that it has no right, title or interest thereto, warrants that it shall not seek to acquire any such right, title or interest thereto, nor shall it use the sponsorship rights granted to it in terms hereof save as authorised in these Terms and Conditions or as otherwise agreed to in writing by the Company, and the Sponsor shall not knowingly do or cause or permit anything to be done which may endanger such proprietary rights or the title thereto of the Company.

6.3 The Sponsor shall:

6.3.1 provide to the Company for approval, such information and details as may reasonably be required by the Company, including samples of any marketing material and any products which are to be promoted by the Sponsor in association with the Event; and

6.3.2 notify the Company of any suspected infringement of any of the proprietary rights associated with the Event, but shall not take any steps or action whatsoever in relation to such suspected infringement unless requested to do so in writing by the Company.

6.4 The Sponsor shall not share any of the rights and licenses granted to it herein and/or engage in joint promotions in relation to the Event, except in each case with the prior consent in writing of the Company;

6.5 The Sponsor shall supply at its cost finished artwork relating to its name/s, logo/s and other identification provided for herein within print deadlines reasonably set by the Company;

6.6 The Sponsor warrants that it owns and/or is solely entitled to use its name/s, logo/s and/or other material supplied to the Company in relation to the Event, and the Company shall be entitled to see proof of this on request;

6.7 The Sponsor shall not make and/or issue and/or cause to be made and/or issued any report and/or announcement to the press or media regarding its sponsorship rights in respect of the Event or the Sponsor's appointment as a sponsor of the Event except in an agreement approved in writing and in advance by the Company; and

6.8 The Sponsor shall exercise the rights and licenses granted at its sole risk and indemnifies and hold harmless the Company and The Client with respect to all claims of, and liability to, third persons arising out of, or in connection with, the exercise of such rights and licenses, except where such claims and/or liability arise directly from the negligent act(s) or omission(s) of the Company.

7. CANCELLATION POLICY

7.1 Subject to the provisions of clauses 7.2 to 7.4, notification by the Sponsor of its wish to cancel its sponsorship of the Event must be made in writing and sent to the Company by e-mail or telefacsimile, which notification must include all the relevant information regarding the bank account to which a possible refund may be remitted in the event of the Sponsor qualifying for a refund in terms of clause 7.3.

7.2 The Sponsor specifically recognises and agrees that the Company will sustain losses in the event of the Sponsor cancelling its sponsorship, particularly where it fails to provide timely notice of cancellation, which losses include the inability to replace those cancelling, as well as advertising costs and harm to its credibility. Accordingly, in the event of such written notification of wish to cancel being received by the Company from the Sponsor at any time after the Cut-Off Date, the Sponsor shall not qualify for any refund of the Sponsorship Fee and/or any late payment interest thereon and the Sponsor shall remain liable for the full amount of the Sponsorship Fee and any late payment interest thereon.

7.3 In the event of such written notification of wish to cancel being received by the Company from the Sponsor at any time on or before the Cut-Off Date, the Sponsor shall qualify for a refund of 50% (FIFTY PERCENT) of the Sponsorship Fee but shall remain liable to the Company for the other 50% (FIFTY PERCENT) thereof.

7.4 A cancellation by the Sponsor of its sponsorship of the Event will not be effective until an acknowledgment of cancellation is issued in writing by the Company.

7.5 In circumstances where the Event cannot be held or is postponed due to events and/or circumstances beyond the control of the Company and/or due to events and/or

circumstances which are not attributable to the wrongful intent or gross negligence of the Company, the Company shall not be liable to the Sponsor for any direct and/or indirect damages, costs and/or losses incurred as a result, including transportation costs, accommodation costs and/or financial loss.

7.6 Under the circumstances described in clauses 7.5, the Company shall have the right either to retain the entire Sponsorship Fee and to use it for the sponsorship of the Event postponed to a future date, or to reimburse the Sponsor after deducting applicable costs already incurred for the organisation of the Event and which cannot be recovered by the Company.

7.7 Further under the circumstances described in clause 7.5, the Sponsor will be notified of a revised date for the Event and the Sponsor shall have the right, on written notice to the Company to be given at least 12 (TWELVE) weeks before the revised date for the Event, to cancel its sponsorship of the Event, and upon timeously giving such notice, the Sponsor shall be entitled to receive a full refund of the Sponsorship Fee [to be paid to the Sponsor within 8 (EIGHT) weeks of receipt by the Company of the Sponsor's said written notice]. In the event of the Sponsor not timeously giving such written notice, its sponsorship of the postponed Event shall automatically be confirmed for the new Event date with these Terms and Conditions applying to the transferred sponsorship and postponed Event, mutatis mutandis.

8. SECURITY, INSURANCE AND NON-LIABILITY

8.1 Neither the Company, nor any other party associated with the Event (nor any of their agents and/or representatives) will, under any circumstances, be liable for any injury, loss and/or damages, whether special, general, direct, indirect and/or consequential, suffered by the Sponsor, its employees, invitees, guests and/or customers, arising directly and/or indirectly from the Event. All warranties (whether express or implied) relating to the Event are excluded. The Company accepts no liability for any loss and/or damages whatsoever that the Sponsor, its employees, invitees, guests and/or customers may suffer in connection with or arising directly and/or indirectly from the Event or otherwise (including loss of profit, loss of business and/or any other type of economic loss). The Sponsor hereby indemnifies the Company, and any other party associated with the Event against all claims of whatsoever nature that may be made against the Company, and/or such other party arising directly and/or indirectly from the Event. The Sponsor is accordingly responsible for taking, and is encouraged to take, appropriate insurance cover in connection with the foregoing.

9. PHOTOGRAPHS AND VIDEO RECORDINGS

The Sponsor hereby:

9.1 consents to the Company and/or their representatives taking photographs and/or video recordings at the Event of all Event related activities and parties, including the Sponsor;

9.2 permits the Company and/or their representatives to use and distribute such footage, which may feature images of the Sponsor's name/s and/or logo/s and/or its products, in advertising, promotions and/or other such marketing endeavours and/or documents of the Company and/or their representatives, whether in hardcopy, electronically or otherwise;

9.3 waives its right to inspect and/or approve the photographs and/or video recordings and/or other finished products incorporating such graphics, including copies that may be created and/or appear in connection therewith; and

9.4 consents to the Company owning the copyright in such photographs, video recordings and derivatives thereof, with the Sponsor waiving any claims thereto, including claims based on the usage thereof and/or the works derived therefrom.

10. JURISDICTION, COSTS, CERTIFICATE AND CAPACITY

10.1 The Sponsor hereby consents, in terms of Section 45 of the Magistrates' Court Act, No. 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court having territorial jurisdiction over the Sponsor, notwithstanding that any action or proceeding arising herefrom would otherwise be beyond the jurisdiction of such Court; provided that the Company shall always have the right (at its election) to institute any action or proceedings in any other competent Court having jurisdiction and, in the event of the Company exercising such election so as to institute any such action or proceedings in any division of the High Court of South Africa, the Sponsor agrees that this shall have no adverse effect on the Company's right to claim costs on the High Court scale as between attorney and own client as envisaged in clause 10.2.

10.2 In the event of the Company having to instruct an attorney to enforce any of its rights against the Sponsor in terms of these Terms and Conditions or otherwise, the Sponsor shall be liable for and shall pay to the Company the attorney and own client costs incurred by the Company in connection therewith, including, where applicable, collection commission and tracing agents charges.

10.3 The Sponsor hereby agrees that a certificate signed by any director or manager of the Company (whose authority, appointment and designation it shall not be necessary to prove) as the existence and amount of any indebtedness of the Sponsor to the Company at any time in terms of these Terms and Conditions, shall be prima facie proof (sufficient evidence) of the amount of such indebtedness to the Company and the fact that such amount is due, owing and payable by the Sponsor to the Company.

10.4 The individual signing the Event Sponsorship Agreement warrants that he/she has full capacity to bind the Sponsor to this contractual agreement with the Company as set

out in these Terms and Conditions, and that he/she has read and understood the provisions contained in these Terms and Conditions, and thereby binds the Sponsor hereto.

11. OTHER TERMS AND CONDITIONS

11.1 The Sponsor shall further comply with all reasonable requests and/or instructions of the Company, and/or any other party associated with the Event in any capacity, with respect to its sponsorship of the Event.

11.2 The Sponsor's sponsorship of, and marketing material at, the Event shall be conducted by the Sponsor in a decorous manner in order not to be objectionable to exhibitors, the Company, Event delegates and/or the public.

11.3 The Company reserves the right to remove and/or require changes to the Sponsor's marketing material at the Event, and/or to remove any of the Sponsor's personnel, agents, representatives, independent contractors, invitees, guests and/or customers who are deemed detrimental to the overall Event and/or its venue, sponsors and/or delegates, and/or to the Company, and/or the public.

11.4 The Sponsor assumes full responsibility and liability for the actions of its agents, employees, guests, invitees, customers and/or independent contractors, whether acting within or without the scope of their authority, and agrees to hold the harmless from responsibility or liability resulting directly and/or indirectly, and/or jointly from other causes that arise because of the actions and/or omissions of its agents, employees, guests, invitees, customers and/or independent contractors, whether acting within or without the scope of their authority.

11.5 Attendee List – Any list of attendees provided to the Sponsor shall be kept strictly confidential by the Sponsor and retained securely and not distributed by it to other parties.

12. VARIATION

12.1 These Terms and Conditions represent the entire agreement between the Parties in respect of the subject matter hereof and no alteration, variation, cancellation of and/or addition to these Terms and Conditions will be of any force or effect unless agreed to In writing by the Company.

12.2 No indulgence, extension of time, relaxation and/or latitude of whatsoever nature which the Company may show, grant and/or allow to the Sponsor shall constitute a waiver by the Company of any of its rights and/or remedies or act as an estoppel against the Company in respect of any of its rights and/or remedies.

12.3 If any of the provisions contained in these Terms and Conditions are invalid and/or unenforceable, or become so, such invalid and/or unenforceable provisions shall be severable from the remainder of the provisions in these Terms and Conditions, which

remaining provisions shall nevertheless remain valid and binding. The Sponsor agrees that each of the provisions of these Terms and Conditions shall be capable of being enforced, notwithstanding that any one or more of other provisions herein contained may not be so capable of being enforced for any reason whatsoever.

13. NOTICES AND DOMICILIUM

The Sponsor selects as its chosen domicilium citandi et executandi for the giving of any notice to it and/or the service of any documents on it in terms of these Terms and Conditions, its physical address specified in the Event Sponsorship Agreement.

14. APPLICABLE LAW

These Terms and Conditions shall be governed by and interpreted in accordance with the laws of the Republic of South Africa in all respects.