

## TERMS AND CONDITIONS

Definitive Africa Media 312 Gibraltar House, 74 Regent Road, Sea Point, Cape Town, 8005 Phone: 021 434 0184 Fax: 021 434 2074  
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1. All contracts entered into by Definitive Africa Media shall be upon these terms and subject to these conditions read with the provisions of the sales contract and the client understands that his signature on the document constitutes an irrevocable and binding contract with Definitive Africa Media.

2. Non-variation: This document constitutes the whole agreement between the parties and no addition to or variation of the agreement shall be of any force or effect unless reduced to writing and signed by the client and a director of Definitive Africa Media.

3. Fees are inclusive of all programme materials.

4. Payment Terms:

4.1 Following completion and return of the order form, full payment is required within 5 (FIVE) working days from date of signature.

4.2 Unless otherwise stated, payment must be made in SA Rand.

4.3 Should payment be made by way of cheque and any one cheque is dishonoured for whatsoever reason, the full amount owing by the client will immediately become due and payable. A R100 (Hundred Rand) (excluding VAT) administration fee will be levied to the client's account.

4.4 Interest shall accrue on all or any outstanding amounts at the maximum permissible rate from time to time.

5. Cancellation:

5.1 All bookings carry a 50% cancellation liability immediately after a signed sales contract has been received by Definitive Africa Media (as defined above).

5.2 Should cancellation not be made timeously or at all, or in accordance with this paragraph, the full Event fee will be payable and is non-refundable. The 50% cancellation fee will be payable within 5 (five) days from date of invoice reflecting the 50% charge.

6. Copyright etc:

All intellectual property rights in all materials produced or distributed by Definitive Africa Media in connection with this conference is expressly reserved and any unauthorised duplication, event or distribution is prohibited.

7. Client information is kept on Definitive Africa Media companies database and used by Definitive Africa Media companies to assist in providing selected products and services which maybe of interest to the client, and which will be communicated by letter, phone, fax, e-mail or other electronic means.

8. Important note:

While every reasonable effort will be made to adhere to the advertised conference, Definitive Africa Media reserves the right to change conference dates, or omit conference features and content, or merge the conference with another conference, as it deems necessary without penalty and in such situations no refunds, part refunds or alternative offers shall be made. In the event

that Definitive Africa Media cancels the conference for any reason whatsoever, (including, but not limited to any force majeure occurrence) and provide that the conference is not postponed to a later date nor is merged with another conference, the Client shall receive a credit note for the amount the Client has paid to such a permanently cancelled conference, valid for up to one year to be used for another Definitive Africa Media conference. No refunds, part refunds or alternative offers shall be made.

9. Breach:

Should the client fail to make payment of any sum required in terms of the agreement or fail to observe any provision or perform any term of condition of this agreement, then Definitive Africa Media will be entitled to at its option and without prejudice to any of its rights to:

9.1 Enforce relevant provisions of the agreement and to declare the balance of all amounts owing inclusive of interest to date, to be due owing and immediately payable;

9.2 To cancel the agreement and/or; Claim specific performance of all the defaulting party's obligations.

10. Legal proceedings:

The client consents to the jurisdiction of the Magistrate's Court in any proceeding which may be instituted by Definitive Africa Media against the client, notwithstanding that the amount in issue is beyond that jurisdiction of the court.

10.1 However, Definitive Africa Media is entitled to waive this right and submit to the jurisdiction of the court in which the client's office is located. In any proceeding instituted by Definitive Africa Media against the client, shall be entitled to recover costs calculated as between attorney and own client, tracing fees and such Definitive Africa Media collection commission as Definitive Africa Media obliged to pay its attorneys;

10.2 The client selects as his/her chosen domicilium citandi et executandi its physical address referred to on the above.

11. This agreement shall be binding on the estates, heirs, executors, administrators, trustees, assigns, liquidators, curators or other legal representatives of the client as fully and effectually as if they had signed this agreement in the first instance and reference to the client shall be deemed to include such party's estate, heirs, executors, administrators, trustees, assigns, liquidators, curators or other legal representatives as the case may be.

12. Warranties:

The client agrees that no representation or warranties were made to him/her those specified in this document either expressly or tacitly.