

EXHIBITION AGREEMENT	
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THIS AGREEMENT IS BETWEEN

Redefine Retail Proprietary Limited	Registration no 2012/079189/07
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("Redefine")

AND

Name of exhibitor	
Identity no/ Registration no	

("the Exhibitor")

(Hereinafter collectively referred to as "the Parties")

1. RECORDAL

- 1.1 The Exhibitor is desirous of letting space in the Shopping Centre from Redefine for exhibition, promotion or display of its merchandise.
- 1.2 Redefine is willing to lease space to the Exhibitor for the purpose of exhibitions, promotions or displays of the Exhibitor, on the terms and conditions contained herein.
- 1.3 This Agreement records the terms and conditions agreed to by the Parties.

2. INTERPRETATION

Unless such meaning is inconsistent with the context, the following terms shall throughout this Agreement have the meanings respectively ascribed to them, namely:

- 2.1 "Agreement" collectively means this Agreement between the Parties which comprises the terms and conditions contained herein and all Annexures.
- 2.2 "Applicable Law" means any constitution, statute, ordinance, treaty, decree, proclamation or subordinated legislation or other legislative measure, including all national and provincial statutes and legislation, and all municipal by-laws, as well as the common law and customary law, and any judgment, decision, order, rule of any court or tribunal with relevant jurisdiction, in each case, having the force of law in South Africa from time to time; and any present or future directive, requirement, instruction, request, order, regulation, condition of, or limitation in, any necessary approval, permission, permit, approval, consent, license, authorisation, registration, grant, acknowledgement, exemption or agreement to be obtained from any Responsible Authority which is legally binding or, if not legally binding, with which either party, or both of them, would customarily comply.
- 2.3 "Commencement Date" means 24 September 2022.
- 2.4 "Exhibition" means the exhibition, promotion or display of the Exhibitor's merchandise in the Exhibition Area.
- 2.5 "Exhibition Area" means the area in the Shopping Centre leased by the Exhibitor for the Exhibition. The Exhibition Area is depicted in Annexure B hereto.
- 2.6 No "Exhibition Fee" to be paid by the Exhibitor to Redefine in respect of the Exhibition.
- 2.7 "Exhibition Period" means from 24 September 2022 until 24 September 2022.
- 2.8 "Responsible Authority" means any ministry or department, any minister, any organ of state, any official in the public administration or any other governmental or regulatory department, commission, institution, entity, service utility, board, agency, instrumentality or authority (in each case, whether national, provincial, local or municipal) or any court, each having jurisdiction over the matter in question.

Redefine plus two witnesses to initial

Exhibitor plus two witnesses to initial

2.9 "Termination Date" means 24 September 2022

2.10 "Shopping Centre" means the retail shopping centre commonly known as Matlosana Mall centre situated at Erf 2315 Klerksdorp, Extension 38 Township, N12 Klerksdorp on which the Exhibition Area is situated.

3. PREFERENCE TO REDEFINE EXHIBITORS

3.1 It is specifically recorded that exhibitions with Redefine's Exhibitors will always enjoy preference over exhibitions by outside companies.

4. LETTING AND HIRING

4.1 Redefine hereby lets to the Exhibitor who hires the Exhibition Area on the terms and contained herein.

5. EXHIBITION FEES

5.1 The Exhibitor shall, upon signature of the Agreement, pay the Exhibition Fee to the Redefine.

5.2 Redefine reserves the right to change the Exhibition Area and relocate the Exhibition.

5.3 Should the Exhibitor require an electrical supply for the purposes of the Exhibition, the Exhibitor should verify this option as not all Exhibition Areas have an electrical point/s.

5.4 Should the Exhibitor have specific requirements with regards to power supply (i.e. 3-phase) this needs to be verified with the representative of the Shopping Centre.

5.5 Should Redefine, for any reason whatsoever, not be able to grant the Exhibitor access to the Exhibition Area during the Exhibition period, Redefine shall have the right in its sole and absolute discretion to postpone the Exhibition and to defer the Commencement Date to a later date upon which the Exhibition Area will be available, provided that the length of the Exhibition Period shall remain unaltered and the Termination Date shall similarly be extended. In such a case, the Exhibitor shall have the election of either:

5.5.1 accepting such later date, in writing, for the holding of the Exhibition, in which case the Exhibition Period as recorded in this Agreement shall be deemed to have been amended accordingly; or

5.5.2 rescinding and/or releasing from the Agreement and to reclaim from Redefine all monies plus interest thereon, paid by the Exhibitor in terms of this Agreement.

5.8 In either of the cases as contemplated in Clause 5.7 above, the Exhibitor shall have no claim of whatsoever nature against Redefine or the Shopping Centre for compensation for any loss and/or damages of whatsoever nature howsoever arising, suffered as a result of the postponement or cancellation of the Exhibition.

5.9 Should the Exhibitor sell tickets to, or levy any charge against members of the general public to view or partake in the Exhibition, the Exhibitor shall within 14 (fourteen) days after the Termination Date provide Redefine with a written statement (certified by it being true and correct) of its gross takings from such ticket sale/charges and together with such statement, shall pay Redefine the Surcharge.

6. EXHIBITION PERIOD

6.1 Commencement date **24 September 2022** and Termination date **24 September 2022** ("Exhibition Period")

6.2 It is specifically recorded that the Exhibition Period may endure for a maximum period of 2 (two) weeks, unless a longer period been negotiated and agreed between the Parties.

7. USE OF THE EXHIBITION AREA

7.1 Provided the Exhibitor has effected payment of the Exhibition Fee and has fulfilled its obligations to Redefine in accordance with this Agreement, the Exhibitor undertakes that it will promote, display and/or exhibit its merchandise in the Exhibition Area for the duration of the Exhibition Period.

7.1.1 Merchandise comprises of:

Redefine plus two witnesses to initial

Exhibitor plus two witnesses to initial

7.2 The Exhibitor shall not use the Exhibition Area for any other purpose save for that recorded in Clause 7.1. of the Agreement, without the written consent of Redefine.

7.3 Redefine does not warrant or make any representation (whether implied or express) that (i) the Exhibition Area is fit and/or suitable for the intended use by the Exhibitor or (ii) that the number of people attending the Shopping Centre will be maintained and the Exhibitor acknowledges that it hires the Exhibition Area without any expectation or warranty from Redefine regarding the footfall or visitors or patrons.

ANNEXURE A
EXHIBITOR INFORMATION FORM

EXHIBITOR DETAILS (IF INDIVIDUAL)		
FULL NAME AND SURNAME:		
IDENTITY/ PASSPORT NUMBER:	DATE OF BIRTH:	MARITAL STATUS:
CURRENT PHYSICAL ADDRESS :		
SUBURB:	CITY:	PROVINCE:
POSTAL CODE:	EMAIL ADDRESS/S:	
CURRENT POSTAL ADDRESS:		
SUBURB:	CITY:	PROVINCE:
POSTAL CODE:	EMAIL ADDRESS/S:	
CELLPHONE NO:	LANDLINE:	FAX NO:
AVERAGE MONTHLY INCOME:		NO OF YEARS IN BUSINESS:
BANKING DETAILS (BANK NAME):		ACCOUNT TYPE:
BANK ACCOUNT NUMBER:		BRANCH CODE:
PLEASE SUBMIT PROOF OF BANKING DETIALS IN THE FORM OF 3 MONTHS BANK STATEMENTS		

Redefine plus two witnesses to initial

Exhibitor plus two witnesses to initial