

2025 SASKATCHEWAN MINING SUPPLY CHAIN FORUM

PERSONAL CONDUCT AGREEMENT & RELEASE OF LIABILITY

1. AGREEMENT TO TERMS AND CONDITIONS

- 1.1 Purpose. The Saskatchewan Mining Supply Chain Forum, (MSCF or Forum) hosted by the Saskatchewan Industrial & Mining Suppliers Association Inc.,(SIMSA) the Saskatchewan Mining Association (SMA), and the Saskatchewan Ministry of Trade and Export Development (TED) as well as those bodies' respective employees, agents, contractors, representatives, affiliates and assignees, and where applicable, officers, directors and shareholders (collectively, the "**Organizers**") will be held on April 9 & 10, 2025 at Prairieland Park, Saskatoon, Saskatchewan (the "**Venue**"), and require all attendees to agree to the terms and conditions set forth herein in order to attend and participate in the Forum.
- 1.2 This agreement. By submitting a registration form, purchasing a registration ticket/exhibitor booth, attending as an exhibitor or sponsor or attending any component of the MSCF, you (the "**Attendee**") agree that the terms and conditions set forth herein are an integral part of the Registration Form (collectively, the "**Agreement**"). As lawful consideration for being permitted to attend and participate in the Forum, the Attendee agrees to all the terms and conditions set forth in this Agreement.

2. RELEASE & WAIVER OF CLAIMS

- 2.1 Waiver and release. The Attendee hereby expressly waives and releases any and all claims which the Attendee has or may in the future have against the Organizers arising out of or attributable to the Forum, due to any cause whatsoever, including without limitation the negligence of the Organizers, breach of contract or breach of any statutory or other duty of care owing under occupiers' liability legislation or otherwise. The Attendee covenants not to make or bring any such claim against the Organizers, and forever releases and discharges the Organizers from liability under such claims.
- 2.2 Waiver for infectious diseases. The Attendee is also aware of the contagious nature of bacterial and viral diseases, and the risk that the Attendee may be exposed to or contract diseases by engaging in the Forum, which may result in serious illness, personal injury, disability, death, or property damage. The Attendee understands and acknowledges that these risks may result from or be compounded by the actions, omissions, or negligence of the Organizers' employees or others, including negligent emergency response or rescue operations of the Organizers. The Attendee acknowledges that the Attendee is voluntarily participating in the Forum with knowledge of the dangers involved. The Attendee hereby agrees to accept and assume all risks of injury, illness, disability, death, or property damage arising from my engaging in the Forum whether causes by the negligence of the Organizers or otherwise.

3. INDEMNITY

- 3.1 The Attendee shall indemnify, defend and hold harmless the Organizers from and against any and all claims, demands, causes of action, and costs, including but not limited to consequential, indirect, punitive, aggravated, special, or other damages, as well as legal fees, resulting from or related to:
- (a) any breach of this Agreement by the Attendee, including Prohibited Conduct by the Attendee;
 - (b) any damage to the Venue or other property, or injury, including death, resulting from any act or omission by the Attendee, the Attendee's employees, agents, contractors, subcontractors, or invitees;
 - (c) any violation of applicable laws or regulations by the Attendee or its representatives; or
 - (d) any infringement of the Organizers' or a third party's intellectual property or other proprietary rights by the Attendee.

4. RULES AND REGULATIONS FOR BOOTH EXHIBITORS

- 4.1 The Attendee, if an exhibitor, must comply with all rules and requirements related to setting up, maintaining, and dismantling the exhibit space, as well as any other instructions provided by the Organizers or Venue. The Organizers reserve the right to assess the suitability of exhibits, attire, and conduct of booth exhibitors and may intervene as needed. The Attendee is responsible for implementing appropriate safety measures to protect participants, other exhibitors, and all others from any operational equipment, materials, or processes that could cause harm. The Attendee will not use any copyrighted music, dramatic works, or other third-party property without securing the necessary licenses in advance. Additionally, the Attendee will ensure equal access to their booth, services, and privileges, without discrimination based on any protected ground.

5. ATTENDEE CONDUCT

- 5.1 Organizers' commitment. The Organizers are committed to providing a positive experience for all participants and expects attendees to show respect and courtesy toward one another at all MSCF events. The Attendee acknowledges that the Organizers aim to create a safe, open, and collaborative event space that promotes information-sharing, dialogue, and engagement across the mineral exploration and development industry, as well as with partners and stakeholders.
- 5.2 Prohibited conduct. The Organizers reserve the right to take such action as they deem necessary, as set out in this Agreement, to prevent and mitigate conduct they consider to be unacceptable ("**Prohibited Conduct**"), which includes, without limitation:

- (a) **abusive behaviour**, including verbal or physical assault, intimidation, or offensive behaviour towards any other attendee, participant, volunteer, staff member of the Organizers or Venue or the Organizers;
- (b) **disruptive behaviour**, including failure to set up booths as scheduled, meet sponsorship obligations, or adhere to Forum guidelines, including guidelines put in place by the Venue;
- (c) **criminal conduct**, including engagement in any conduct that violates the *Criminal Code* or other provincial or federal laws or offences, including without limitation, harassment, assault, sexual assault, the improper use of controlled substances, and possessing a weapon; and
- (d) **failure to meet financial obligations**, including making late or failing to make event-related payments, including sponsorship and exhibitor fees, and/or the existence of any outstanding amounts owed to the Organizers.

5.3 Consequences of Prohibited Conduct. If the Attendee, at the sole discretion of the Organizers, engages in or has engaged in Prohibited Conduct, the Organizers reserve the right to take such action as they deem necessary, reasonable and/or in the best interest of the Convention, including, without limitation:

- (a) to determine the eligibility of any company, product or service (including those of the Attendee) to attend and/or be displayed or exhibited at the Forum;
- (b) to contact the relevant authorities if criminal conduct is reported, observed or suspected; and
- (c) to restrict, limit, prohibit or evict any exhibitor, representative, attendee (including the Attendee), sponsor, person(s), product, exhibit, demonstration or activity which:
 - (i) detracts from or disrupts the character of the Forum;
 - (ii) causes any nuisance, disruption, barrier or distraction to the Forum and its attendees, (including speakers, exhibitors and sponsors); and/or
 - (iii) violates this Agreement.

5.4 No liability for losses. Should the Organizers undertake any of the above actions, they shall bear no liability toward the Attendee, any exhibitor, or that person's respective representatives, for any fees, expenses, or costs related to exhibition, membership, sponsorship, or attendance.

6. TERM AND TERMINATION

- 6.1 Term. This Agreement becomes effective when the Attendee submits a completed Registration Form to the Organizers or otherwise accepts this Agreement. It remains in effect until the conclusion of the Forum (including designated move-out times), unless terminated earlier as outlined in this Agreement.
- 6.2 Termination for convenience by the Organizers. The Organizers reserve the right to terminate this Agreement at their sole discretion, effective immediately upon providing written notice to the Attendee. If termination occurs under this provision, the Organizers will refund the Attendee's Registration Fees for the Forum, unless the termination relates to Prohibited Conduct by the Attendee.

7. FORCE MAJEURE

- 7.1 No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Applicant to make payments to Organizers hereunder), when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the impacted party's ("**Impacted Party**") reasonable control including, without limitation, the following force majeure events (individually, each a "**Force Majeure Event**"): (a) acts of God; (b) flood, tsunami, fire, earthquake, explosion; (c) epidemics, pandemics; (d) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (e) government order, law or actions; (f) embargoes or blockades in effect on or after the date of this Agreement; (g) national or regional emergency; (h) strikes, lockouts, labour stoppages or slowdowns, labour disputes, or other industrial disturbances; (i) shortage of adequate power or telecommunications or transportation facilities; (j) failure of any governmental or public authority to grant a necessary licence or consent; and (k) other similar events beyond the control of the Impacted Party.
- 7.2 If the Organizers determine, at their sole discretion, that one or more Force Majeure Event has occurred which renders them unable to host the Forum, or any part thereof, the Organizers reserve the right to move the Forum to alternate dates and/or locations, modify the Forum layout, move the Forum to a fully digital format, or suspend/postpone the Forum in its entirety, in which case the Organizers will:
- (a) refund the Registration Fees to the Attendee, or, at the Attendee's option, the Organizers may retain the Registration Fees paid to it by the Attendee and credit such fees toward the amended/postponed or future date of the Forum; and
 - (b) if the Forum is amended to an entirely digital format, the Organizers may offer the Attendee an opportunity to switch to register for the virtual portion of the Forum. In the event the Attendee accepts such offer, a refund for the difference between the in-person attendance fees and the online attendance fees will be reimbursed to the Attendee.

8. GENERAL

- 8.1 Entire agreement. This Agreement constitutes the entire agreement between the Organizers and Attendee with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
- 8.2 Severability. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 8.3 Enforceable against successors. This Agreement is binding on and shall enure to the benefit of the Attendee and the Attendee's heirs, administrators, representatives, successors and assigns, and the Organizers and each of their respective successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of Saskatchewan and the federal laws of Canada applicable therein.
- 8.4 Agreement does not replace Venue rules. This Agreement conditions do not replace or supersede applicable rules/policies set out by the Venue or other venues used for the Forum and Forum-related events.

THE ATTENDEE ACKNOWLEDGES THAT THE ATTENDEE HAS READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT THE ATTENDEE IS VOLUNTARILY WAIVING SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE ORGANIZERS AND THEIR RESPECTIVE EMPLOYEES, AGENTS, CONTRACTORS, REPRESENTATIVES, AFFILIATES AND ASSIGNEES.