

DStv MEDIA SALES (PTY) LTD STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1. In these Terms and Conditions, unless the context otherwise indicates, the following words shall bear the meaning assigned to them:
 - 1.1.1. **"Added Value Benefit"** or **"Added Value"** means the value in the form of additional Airtime generally made available to an Advertiser, at no cost, as negotiated between the Parties, based upon a specific commitment of advertising support (Net Spend), which additional Airtime shall be scheduled by DStv Media Sales at its sole and absolute discretion upon receipt of booking information by the Advertiser;
 - 1.1.2. **"Advertiser"** means any person, including an association of persons, a partnership, a firm, a company, an affiliate, and a close corporation or any other legal entity, making a booking for the selection and purchase of advertising space or time for the televised transmission of an advertisement other than through or by means of an Advertising Agent or Agency and includes its successors in titles and assigns;
 - 1.1.3. **"Advertisement"** applies to either classical / above-the-line (ATL), or promotional / sponsorship / below-the-line (BTL) commercials aired on linear and / or non-linear television (which are typically called spots) and / or placed across digital;
 - 1.1.4. **"Advertisement Copy"** means any advertising and/or sponsorship material supplied by the Advertiser and/or Advertising Agent intended for transmission by the Broadcaster;
 - 1.1.5. **"Advertising Agent"** or **"Agency"** means any person, including an association of persons, a partnership, a firm, a company or close corporation or any other legal entity carrying on the business of making a booking for the selection and/or purchase of advertising space or time for the televised transmission of an advertisement on behalf of the Advertiser;
 - 1.1.6. **"Affiliates"** means, in relation to a Party, all other parties which directly or indirectly (whether through one or more intermediaries or otherwise) Control or are Controlled by, or are under common Control with, that party or its successors from time to time;
 - 1.1.7. **"Agreement"** means, these terms and conditions read together with any and other applicable commercial terms which may include but are not limited to, the commitment agreement, sponsorship agreement, sales agreement, spot campaign agreement and digital agreement;
 - 1.1.8. **"Airtime"** means the airtime to be made available by DStv Media Sales to the Advertiser for the publication, transmission or broadcast of advertisements and/or other communications on all commercial Channels on the DStv or GOtv platform represented by DStv Media Sales;
 - 1.1.9. **"Audience Rating"** or **"AR"** means the average size of an audience on a minute-by-minute basis throughout the length of a particular program or advertising break broadcast on television;
 - 1.1.10. **"Autobook"** or **"Optimisation"** a system generated advertising schedule based on audience affinities;
 - 1.1.11. **"BoxOffice"** means the TVoD (Transactional Video on Demand) Non-Linear service available on the DStv Service by which content may be purchased for viewing over a specified period as well as the advertising platform offered on the DStv Service;
 - 1.1.12. **"BRC"** Broadcast Research Council (South Africa);
 - 1.1.13. **"Broadcast"** means to transmit, or the transmission of, video content by whatever means whether wire or wireless, including without limitation, the internet and other technology whether by way of satellite, analogue terrestrial, digital terrestrial or cable transmission and specifically includes all forms of transmission by means of a point to point distribution system of video content chosen by a viewer for

which reception the viewer may be required to pay an additional fee, where the time of viewing is wholly at the viewer's discretion, also referred to as "**on-demand services**" or "**video on demand**";

- 1.1.14. "**Broadcaster**" means those entities duly licensed to operate a broadcasting service in the Republic of South Africa and/or any other territories as applicable i.e. MultiChoice, DStv, M-Net, SuperSport, Third Party Channel's or any channel or platform represented by the Company as the case may be;
- 1.1.15. "**Broadcast Channels**" means the television channels for which the Company is the agent in procuring sales of airtime;
- 1.1.16. "**Business Day**" or "**Working Day**" means Monday to Friday inclusive in each week except Public Holidays in South Africa;
- 1.1.17. "**Catch Up**" is a 'push' or 'pull' subscription Video on Demand ("S-VoD") service on capable DStv Set-Top-Boxes and on the DStv "OTT" or streaming platform, made available to applicable subscribers, where broadcast programming is made available on-demand for a specified period, most often after the live broadcast;
- 1.1.18. "**Channel**" means a channel on the Broadcaster's commercial platform;
- 1.1.19. "**Company**" means DStv Media Sales (Proprietary) Limited (registration number: (1995/001791/07), a company with limited liability duly registered and incorporated in terms of the Company Laws of the Republic of South Africa with its principal place of business and registered address at 144 Bram Fischer drive, Randburg. The Company is owned by MultiChoice and is the agent for the Third Party Channel's. DStv Media Sales handles the commercial media sales across certain DStv, M-Net, SuperSport, and the Third Party Channels /Publishers across South Africa and Sub-Saharan Africa;
- 1.1.20. "**Consolidated Ratings**" means the reporting of the combined Live viewing, VOSDAL and Time-shifted viewing of airtime up to seven-days after the first event;
- 1.1.21. "**Control**" means in relation to any party, means (i) the holding or beneficial ownership of 50% or more of the ordinary shares (or other like instruments) in that party's issued share capital (or like ownership structure), or the holding of a participation interest of 50% or more in that party where it is unincorporated; or (ii) the right or ability to direct or otherwise control or exercise 50% or more of the voting rights attaching to that party's issued ordinary shares (or other like instruments), or the right or ability to direct or otherwise control or exercise the voting rights attaching to a participation interest of 50% or more in that party; or (iii) the right or ability to appoint or remove 50% or more of the board of directors of that party (or such other body legally representing such party) or to appoint or remove individuals able to exercise 50% or more of the votes exercisable at the meetings of board of directors or such party; or (iv) the right or ability to direct or generally manage, or to cause the direction or general management of, affairs of such party, and the terms "**Controls**" and "**Controlled**" shall have a corresponding meaning;
- 1.1.22. "**CPP**" means the Cost Per Point or Cost Per TVR, being the Net cost to obtain 1% TVR against an agreed target demographic target market;
- 1.1.23. "**CPT**" means the Cost per Thousand, being the Net cost of reaching an audience on a per-thousand basis. For the avoidance of doubt, CPT refers to the cost of reaching 1000 people of a given target market;
- 1.1.24. "**Direct Taxes**" means all taxes applicable in the Territory including, without limitation, income tax, withholding taxes, as well as all penalties and interest payable as a consequence of any failure or delay in paying any such taxes in terms of the applicable laws in each territory;
- 1.1.25. "**Discount Benefit/s**" or "**Discount/s**" means a concession on the standard rate-card rate, as generally made available to an Advertiser negotiated between the Parties, based upon a specific commitment of advertising support (Net Spend) to the Channels represented by DStv Media Sales;
- 1.1.26. "**DStv**" DStv is a Sub-Saharan African direct-to-home ("DTH") broadcast satellite service owned by MultiChoice, and provides multiple channels and services to subscribers. DStv offers several packages,

with on-demand video services, depending on the package they subscribe to, as well as live TV Channel streaming and movie rentals;

- 1.1.27. **"DStv Digital, VoD & OTT"** means platforms such as streaming, video-on-demand, websites, and brand services within the group of companies and/or Affiliates ; including but not limited to DStv, Showmax, Catch Up, DStv App, and BoxOffice. In addition, DStv places some of its content on YouTube;
- 1.1.28. **"DStv-i"** means the Return Path measurement system, comprising a randomly recruited panel of DStv households that are representative of the paying subscriber base. It measures the audience performance of a channel, spot or programme;
- 1.1.29. **"DStv Service"** means the subscription broadcast service offered by MultiChoice and/or its Affiliates which comprises television channels packaged into a variety of programming packages or bouquets distributed by MultiChoice and/or its affiliates and on-demand services, which programming packages and services are branded DStv, GOtv or such other brand(s) as MultiChoice may determine from time to time;
- 1.1.30. **"Fiscal"** is the financial year of the Advertiser for which the Agreement applies;
- 1.1.31. **"Force Majeure Event"** means any circumstance not foreseeable at the date of this Agreement and not within the reasonable control of the party in question, including but not limited to any strike, lock-out or other industrial action (not due to the acts of any party to this Agreement); any destruction (temporary or permanent), breakdown, malfunction, alteration or damage of or to any premises, plant, equipment (including satellite equipment, computer hardware or software) or materials; any civil commotion or disorder, riot, invasion, war or terrorist activity or threat of war or terrorist activity; any action taken by a governmental or public authority of any kind (including not granting a consent, exemption, approval or clearance); and any fire, explosion, storm, flood, earthquake, subsidence, epidemic and/or pandemic other natural physical disaster;
- 1.1.32. **"GOtv"** is the Digital Terrestrial Television ("DTT") brand owned and operated by MultiChoice across selected countries in Africa;
- 1.1.33. **"Indirect Transaction Taxes"** means any relevant Value Added Tax (VAT), goods and services tax (GST), sales, use or consumption or similar tax terms of the applicable laws in each territory.
- 1.1.34. **"Intellectual Property"** means (without limitation) all current and future intellectual property rights of any kind whatsoever and however embodied which may subsist or be capable of protection wheresoever in the world, including (without limitation) patents, trademarks, present and future rights of copyright, rights in and to designs, rights in and to inventions, topography rights, rights in and to trade secrets, rights in and to: trade names, business names, domain names and logos, the right to keep information confidential and private, rights in and to know how, rights in and to databases (including rights of extraction), and all rights and forms of protection of a similar nature or having equivalent effect to any of them which may subsist or be capable of protection as at the Effective Date or in the future wheresoever in the world, whether or not any of these is registered and including applications for any such rights or registration thereof;
- 1.1.35. **"Landmark"** is the internal sales and commercial scheduling system;
- 1.1.36. **"Live Viewing"** or **"Linear Television"** or **"Live Linear"** means the viewing of a broadcast as it delivered in real time;
- 1.1.37. **"Loose Spot/s"** Advertisements that are individually purchased, generally within a programme/time-band by channel, also known as cherry-pick spots;
- 1.1.38. **"LSM"** means the BRC Universal Living Standards Measure, being the unique mechanism for the purposes of segmenting the South African market by grouping people according to their living standards;
- 1.1.39. **"M-Net"** means Electronic Media Network (Proprietary) Limited (registration number: 85/02853/06) trading as M-Net, a company with limited liability duly registered and incorporated in terms of the Company Laws of the Republic of South Africa with its principal place of business and registered address at 137 Bram Fischer Drive, Randburg. M-Net is duly licensed as subscription broadcasting service in the Republic of South Africa. M-Net also creates and packages certain proprietary television channels;
- 1.1.40. **"Media Inflation"** means the comparative annual net cost per point incurred in reaching a given target audience for classic DStv Media Sales activity only;
- 1.1.41. **"MultiChoice"** means MultiChoice (Proprietary) Limited is a video entertainment and internet company duly licensed and registered as a subscription broadcasting service in the Republic of South Africa with

limited liability (registration number: 94/09083/07) under the company laws of the Republic of South Africa with its principal place of business and registered address at 144 Bram Fischer Drive, Randburg.

- 1.1.42. "**MultiChoice Services**" means the services provided by MultiChoice to members of the public who wish to subscribe to one or more of the platform bouquets or products;
- 1.1.43. "**Net Spend**" means the annual upfront amount committed by an Advertiser under this Agreement exclusive of any discounts which have been granted to the Advertiser by DStv Media Sales;
- 1.1.44. "**Non-linear**" is outside of traditional linear television including, but not limited to, the Video-on- Demand, OTT services and digital platforms;
- 1.1.45. "**Off-Peak**" means the hours between 23h00-16h59;
- 1.1.46. "**Over the Top**" ("OTT") means viewing over the internet, otherwise known as streaming;
- 1.1.47. "**Packages and Product offerings**" packages means a bundle of spots sold at a pre-determined price, by Channel, group of Channels, events or Platforms; and product offerings are offers across Channel, group of Channels, events or Platforms, such as, but not limited to (i) loose spots (ii) packages such as, but not limited to, on-target bundle packages, on-target individual channel packages, spot bundle packages, spot individual channel packages (iii) automated inventory deals (iv) optimisation deals (v) sponsorship deals (vi) tactical / below-the-line deals;
- 1.1.48. "**Pause Screen**:" means a static Advertisement that appears when a viewer presses the pause button on the remote control whilst viewing selected content on Catch Up on the Set Top Box;
- 1.1.49. "**Platforms**" the various broadcast delivery mechanisms including but not limited to linear and non-linear television, and digital;
- 1.1.50. "**Prime Time**" means the hours between 17h00 and 22h59;
- 1.1.51. "**Rolling**" means the year to date activity which is tracked by cumulating actual performance;
- 1.1.52. "**Set-Top-Box**" ("STB") means the DStv decoder from which content is broadcast to the television set;
- 1.1.53. "**Spot**" means a video Advertisement broadcast on any of the Platforms;
- 1.1.54. "**SuperSport**" means SuperSport Pty Ltd (registration number: 1997/04108/07) trading as SuperSport, a company with limited liability duly registered and incorporated in terms of the Company Laws of the Republic of South Africa with its principal place of business and registered address at 144 Bram Fischer Drive, Randburg and/or any applicable Supersport Affiliate who provides similar services in Sub-Saharan Africa. SuperSport is the provider of certain proprietary television channels in the Republic of South Africa;
- 1.1.55. "**TAMS**" means the BRC Television Audience Measurement Survey (in South Africa);
- 1.1.56. "**Target Market**" means the core television audience which an Advertiser is aiming to reach;
- 1.1.57. "**Tax**" includes, without limitation, any present or future tax VAT, levy, duty, charge, deduction or withholding of any nature and whatever called (including stamp, documentary, registration or other like duty) together with any penalties, fines or interest imposed thereon, imposed, levied, collected, withheld or assessed in terms of the applicable laws in a particular country;
- 1.1.58. "**Television Viewership Rating**" ("TVR") or ("GRP") (**Gross Rating Point**) means the audience in thousands (over a period) divided by the Universe of the audience in question (Actual 000's/ Universe), it is effectively time weighted reach;
- 1.1.59. "**Territory/ies**" means the relevant location and/or countries referred to in the Territory Matrix or as detailed in the applicable Annexure signed by the Advertiser and/or the Advertising Agent;
- 1.1.60. "**Territory Matrix**" means the document detailing the Channels and the specific Territories within which these Channels and/or Advertisements will be Broadcast, which, inter alia, identifies (i) the regions in which the channel will be received due to a shared feed, and (ii) the satellite by which the signal will be distributed to these regions. The matrix is available on request and may be amended by the Company from time to time.
- 1.1.61. "**Third Party Channel/ Internet Spaces**" means a television Channel Broadcast by MultiChoice as part of the DStv or GOtv Service which Channel has been created and packaged by a party other than M-Net and SuperSport or a third party internet sites and /or digital spaces.

- 1.1.62. **"Third Party Channel Provider/Publisher"** shall have the corresponding meaning as Third Party Channel but shall also include any third parties used in delivering any relevant service offering (including any social media platform providers).
- 1.1.63. **"Time-shifted"** means a Broadcast that is recorded or paused and made available from a live transmission and subsequently played back and viewed;
- 1.1.64. **"Universe"** means the number of people within a particular Target Market;
- 1.1.65. **"Video Entertainment"** all platforms and services offered by MultiChoice SA and MultiChoice MAL across linear television, Video-on-Demand, and digital environments;
- 1.1.66. **"Video on Demand" ("VoD")** is programming made available on-demand for a specified period on the set-top box and on OTT platforms, most often after the live broadcast; with DStv VoD offerings across Broadcaster VoD (BVoD) such as Catch Up, Subscription VoD (SVoD) such as Showmax, Transactional VoD (TVoD) such as BoxOffice, Advertising VoD (AVoD) such as Showmax Free and DStv on YouTube;
- 1.1.67. **"Viewing On-Same-Day-As-Live" / "VOSDAL"** is where Time-shifted viewing is viewed on the same day as the live Broadcast.
- 1.2. In these Terms and Conditions, any reference to one gender shall include the other and words importing the singular shall include the plural and vice versa. Headings appearing in these Terms and Conditions are for reference purposes only and shall not affect, dictate, modify or limit the meaning or interpretation of these Terms and Conditions.

2. ADVERTISING PLACEMENT

2.1. PURPOSE:

- 2.1.1. Pursuant to this Agreement the Company undertakes to book and place advertisements provided by the Advertising Agent or the Advertiser (as the case may be) on the DStv Service in consideration for payment as set out in the applicable rate cards less any agreed discount benefits, incorporated herein by reference. Credit facilities may be granted to the Advertising Agent or Advertiser (as the case may be) to facilitate payment as envisioned in this Agreement.
- 2.1.2. An Advertising Agent shall at all times be deemed to contract with the Company as principal in all respects and as such an Advertising Agent that enters into this Agreement shall itself be personally, solely and exclusively liable and responsible for payment of any fees, charges, accounts and the like due to the Company under this Agreement.
- 2.1.3. Should an Advertiser terminate, suspend or otherwise cancel the services of an Advertising Agency prior to the payment of all or any fees, charges and accounts due to the Company in respect of any bookings made by the Agency on behalf of the Advertiser, the Agency that made such booking shall remain liable for settlement of such fees, charges and accounts despite the termination, suspension or cancellation of any agreement between the Agency and Advertiser and notwithstanding the appointment of a new Agency by such Advertiser. No dispute, litigation, claims or similar conflict or disagreement between an Agency and an Advertiser, on whose behalf any booking has been made, shall affect or detract from the Agency and the Advertiser's liability for payment of fees, charges and accounts due to the Company.

2.2. DELIVERY:

- 2.2.1. Delivery of the Advertisement Copy shall be deemed to have been made only when the Company's and/or the Broadcaster's technical requirements have been met and the relevant transmission instructions have been given.

2.3. TECHNICAL REQUIREMENTS:

- 2.3.1. The Advertisement Copy must be delivered to the Company not less than **7 (seven) full Working Days** before the date of the intended transmission in the following formats:
- 2.3.1.1. A transmission copy to be submitted via an acceptable and/or stipulated (in the case of Sub-Saharan Africa) digital streaming method or unless otherwise indicated on the relevant Annexure;
- 2.3.1.2. The Technical Specifications required are available on www.dstvmediasales.com

- 2.3.2 The Advertiser (or, where applicable, the Advertising Agent) shall ensure that the Advertiser or Advertising Agent has cleared and paid for all rights (and associated usage rights) in the applicable Territory where the Advertisement is to be Broadcast including but not limited to any musical works and/or sound recordings contained in the Advertisement Copy or in relation to the recording, synchronisation, reproduction, production, broadcast, transmission and distribution of the Advertisement Copy. The Advertiser (or where applicable the Advertising Agent) shall ensure that it has delivered (together with the Advertisement Copy as provided for in 2.3.1) Advertising material that complies with the requirements of all performing rights societies, including the SA Music Rights Organisation LTD (SAMRO), Britain's Performing Rights Society (PRS) and/or where applicable, any other regulatory body or bodies in the applicable Territory and/or for the applicable Platform and submit the requisite proof to DStv Media Sales if required to do so. The Company and/or the Broadcaster shall in no event be liable for any claims from any third parties for the Advertiser (or, where applicable, the Advertising Agents) failure to comply with this clause and the Advertiser and/or the Advertising Agent fully indemnify the Company and/or the Broadcaster against any such third party claims.
- 2.3.3. Notwithstanding anything to the contrary in this Agreement, if the Company and/or the Broadcaster, in its/their sole and absolute discretion, decide/s that the Advertisement Copy does not meet the technical standard, the Company shall notify the Advertising Agent or the Advertiser (as the case may be) as to why the Advertisement Copy does not meet the technical standard and in which event the Advertising Agent or the Advertiser (as the case may be) shall be obliged to supply an acceptable alternative copy as soon as possible and in any event not less than 3 (three) full Working Days prior to the date of the intended transmission. Should an alternative copy not be supplied and / or not meet such technical standards and / or be accepted by the Company and/or Broadcaster in its/their sole and absolute discretion, the Company shall be entitled to be paid by the Advertising Agent or the Advertiser (as the case may be) in full for the Advertising time booked.
- 2.3.4. Notwithstanding the provisions of this clause, the Company, in its sole and absolute discretion, may make special arrangements for booking/s made at short notice.
- 2.4. **COMPLIANCE REQUIREMENTS:**
- 2.4.1. It is acknowledged and agreed that the Advertiser and/or Advertising Agent is responsible for ensuring that Advertisements to be transmitted on the Broadcast Channels:
- 2.4.1.1. are correctly and accurately described at the time of booking;
 - 2.4.1.2. are in full compliance with the code and procedures of any regulatory body with jurisdiction over the Advertiser;
 - 2.4.1.3. meet all the technical requirements of the Company and/or the Broadcaster and/or are accompanied by proper transmission instructions;
 - 2.4.1.4. do not advertise more than one product / brand / service without prior agreement;
 - 2.4.1.5. comply with all legal and regulatory requirements applicable to the Broadcast Channels; and
 - 2.4.1.6. do not contain any material which is unlawful, defamatory or obscene.
- 2.4.2. If in the Company or Broadcaster's reasonable opinion an advertisement does not comply with any regulatory body with jurisdiction over the Advertiser in any respect, and an Advertiser disputes such opinion, the Advertiser may refer the advertisement for pre-clearance, at the Advertiser's cost, to the Association for Communication and Advertising ("ACA"), for a decision on whether the advertisement conforms with the codes and procedures of any regulatory body with jurisdiction over the Advertiser. If the ACA gives an unqualified finding that the advertisement complies with these codes and procedures, and if the advertisement is otherwise in compliance with this agreement, the Company and/or the Broadcaster shall determine in its/their sole and absolute discretion whether to accept the advertisement. The Company and/or the Broadcaster reserve/s the right to restrict any repeat transmissions of the same Advertisement.
- 2.4.3 Advertisements to be scheduled on Channels that Broadcast into Nigeria are subject to ARCON certification.

2.5. ACCEPTANCE OF ADVERTISEMENTS AND DISCRETION OF THE COMPANY:

- 2.5.1. The decision to broadcast any Advertisement Copy on the DStv Service is at the sole discretion of the Company and the Broadcaster. Nothing contained in this Agreement creates an obligation to broadcast Advertisement Copy which the Company and/or the Broadcaster may deem unsuitable for the DStv Service.
- 2.5.2. Notwithstanding full compliance by the Advertiser with all the requirements set out in this Agreement, the Company or the Broadcaster may, in its sole and absolute discretion, decline to transmit an advertisement on the DStv Service if the Advertisement Copy, in the opinion of the Company or the Broadcaster contains any material which it reasonably considers to be unsuitable for the DStv Service, including (without limitation) material which may be offensive to some viewer, damaging to the reputation or brands of the Broadcaster or which is of a controversial nature for political or religious or other substantial reasons. The Company will notify the Advertiser in writing of the decision to decline to transmit an advertisement, but will not be required to provide any reasons for the exercise of its discretion.
- 2.5.3. In respect of Advertisements which have been accepted for broadcast on the DStv Service, the Company and/or the Broadcaster may suspend or cancel any repeat transmissions of an advertisement upon receipt of a complaint concerning that Advertisement, or if it otherwise comes to the attention of the Company and/or the Broadcaster that the Advertisement is in breach of any provision of these terms and conditions, or is otherwise unacceptable.
- 2.5.4. In the event that the Company and/or the Broadcaster decides to suspend, restrict or cancel any repeat transmission of an Advertisement, for any reason, the Company shall notify the Advertising Agent or the Advertiser (as the case may be) of that decision in writing. The suspension, restriction or cancellation may occur with immediate effect.
- 2.5.5. The Company and/or the Broadcaster reserve/s the right, in its/their sole and absolute discretion and without incurring any liability, to decline to transmit any Advertisement without giving any reason whatsoever in writing or otherwise for so doing.
- 2.5.6. In the event that any Advertisement is suspended, restricted or not accepted for Broadcast the Advertising Agent or the Advertiser (as the case may be) shall not be liable to pay for any booked Advertisement not televised by the Company and/or the Broadcaster.

2.6. NON-LIABILITY FOR DECISIONS BY REGULATORY BODIES

- 2.6.1. The Company and the Broadcaster shall not be held responsible for any additions to, changes in, or deletions from the Advertisement Copy as required by any regulatory body in any applicable Territory with jurisdiction over the Advertiser and/or its successor/s in title and/or for the withholding or withdrawal of approval of any advertisement by any regulatory body and/or its successor/s in title and/or for any costs or consequential loss/es resulting from any such action of any regulatory body and/or its successor/s in title.

2.7. GRANTING OF CREDIT:

- 2.7.1. An Advertising Agent or Advertiser, (as the case may be), shall be entitled to credit facilities from the Company only if such Advertising Agent or Advertiser meets the credit granting requirements of the Company from time to time as determined by the Company in its sole and absolute discretion, including the receiving and putting into place of such securities as the Company may from time to time in its sole and absolute discretion require.

3. ADVERTISING TRANSMISSIONS

3.1. BOOKING APPLICATIONS & AMENDMENTS

- 3.1.1. Booking applications or amendments to booking applications must be received from the Advertiser or Advertising Agent by the Company in writing no later than **7 (seven) Working Days** prior to the intended transmission date.

- 3.1.1.1. In the event that booking applications or amendments are received later than **7 (seven) Working Days** prior to broadcast, the Company may (at its discretion) endeavour to transmit the relevant advertisements at the intended time, but accepts no responsibility or liability in

the event of incorrect booking schedules, incorrect material being transmitted, material not being transmitted, or any other administrative errors whatsoever.

- 3.1.1.2. The Company does not guarantee that the times and/or dates of transmission will be adhered to. If an Advertisement is not transmitted on the day and in the time booked according to the rate agreed, the Company will endeavour to offer a transmission at some other time and/or some other date instead which may be acceptable to the Advertising Agent or the Advertiser (as the case may be). If any offer of such a transmission is not acceptable (or not made), the original booking shall be cancelled and the Advertising Agent or the Advertiser (as the case may be) shall have no claim against the Company and/or the Broadcaster in respect of non-transmission or for any expenses or damages whatsoever incurred as a result thereof. The Company shall make no charge to the Advertising Agent or the Advertiser (as the case may be) for such booking but the Company shall be entitled to be paid by the Advertising Agent or the Advertiser (as the case may be) any fees and/or expenses the Company has incurred in respect of any facilities arranged or provided in respect of this booking.
- 3.1.1.3. Subject to the relevant provisions relating to delivery, compliance and acceptance of material in clause 2, in the event that the Advertiser or Advertising Agent wishes to amend its booking application, the Company may, in its sole discretion, accommodate the amendment, provided that:
 - 3.1.1.3.1. in the event that the booking is received more than **28 (twenty-eight) days** prior to transmission, and the Company, in exercising this discretion, does not accommodate the amendment for any reason, the amendment to the booking application will not be actioned and the client has the option to cancel the original booking without liability, subject to the further provisions of clause 3.2; and
 - 3.1.1.3.2. in the event that an amendment is received less than **28 (twenty-eight) days** prior to transmission, the Advertiser or Advertising Agent will be liable for 100% of the total airtime value of the original booking, notwithstanding any changes to the duration of the campaign or a decrease in the number of spots for the campaign.
- 3.1.2. In the event of any significant alteration(s) to the programme schedule, the Company reserves the right to re-establish the breaks affected. Where there is a current booking in an affected break, the Company will consult with the Advertising Agent or the Advertiser (as the case may be) and endeavour to agree an alternative transmission time in any new break.
- 3.1.3. The Company and/or the Broadcaster shall not incur any liability for any failure to transmit all or any part of any Advertisement for any reason, or for any error in the Advertisement transmitted, except that if a total failure to transmit or an incorrect transmission is due to the fault of the Company and/or the Broadcaster, the Company shall consult with the Advertising Agent or the Advertiser to book an acceptable alternative transmission slot. If a suitable alternative cannot be agreed upon, then payment for the Advertisement will not be due by the Advertising Agent or the Advertiser.
- 3.1.4. Advertisements appearing within approximately 30 (thirty) minutes of the segment booked will be regarded as having appeared within such booked segment and accordingly will not constitute a valid basis on which the Advertising Agent or the Advertiser (as the case may be) may withhold payment due pursuant to this Agreement.
- 3.1.5. In relation to spot packages, the Company reserves the right to replace dropped spots within the campaign period, to match a similar value. Where spots are dropped outside the campaign period, the Company will replace or remove and credit such spots in consultation with the Advertising Agent or the Advertiser.
- 3.1.6. In relation to On-Target or any other view-based packages, the Company reserves the right to amend spots up until broadcast to deliver the guarantees offered by the Company on each package.
- 3.1.7. In relation to Loose Spot specific plans, the Company will replace missed spots with a suitable alternative, agreed upon in consultation with the Advertising Agent or the Advertiser.
- 3.1.8. The Company will use its reasonable endeavours to adhere to Advertisement rotation instructions but shall not be liable for any failure to comply with those instructions.

3.2. CANCELLATIONS

3.2.1. Unless the terms and conditions applicable to a particular service offering state otherwise (E.g. Sponsorships, Advertiser Funded Programmes and BoxOffice Tactical Associations etc.), cancellations to booking applications must be received from the Advertising Agent or Advertiser by the Company in writing no less than **28 (twenty-eight) days** prior to the intended transmission date, failing which the Advertiser shall pay 100% of the total airtime value of such bookings;

3.2.1.1. In the event of booking cancellations being received later than **7 (seven) Working Days** prior to the intended transmission date, the Company accepts no responsibility or liability for the transmission of any material incorrectly or erroneously.

3.3. Unless the Advertisement transmission bookings are cancelled in accordance with the provisions of clause 3.2.1 above, an Advertising Agent or the Advertiser (as the case may be) who fails to deliver any Advertisement Copy in accordance with clauses 2.2 and 2.3 above, remains liable for payment in full whether or not any of its Advertisements are transmitted during the Advertisement slots booked.

4. RISK

4.1. All risk in the delivery of any materials shall vest with the Advertiser or Advertising Agent (as the case may be) and the Company shall not assume any liability on any basis whilst such materials are stored on its premises. The Company, however, commits to safeguard such materials with due care as if they were its own property.

4.2. All risk in the televised transmission of the Advertisement Copy and the content contained therein, shall vest with the Advertiser or Advertising Agent (as the case may be) and the Advertiser and/or Advertising Agent each indemnify the Company, its licensees and assigns, the Broadcaster, M-Net, SuperSport, and any Third Party Channel Provider, and the directors, employees and agents of the foregoing in full from and against any and all claims, liabilities, damages and costs (including legal fees of outside counsel and court costs) arising from third parties with respect thereto.

5. MATERIALS AND PROPERTY LIABILITY

5.1. While all reasonable care will be taken in respect of the Advertisement Copy, goods or equipment, the Company shall not accept liability and will not be liable for the delay in delivery, loss or damage thereof, whether in the Company's and/or the Broadcaster's control or in transit and whether or not such Advertisement Copy, goods or equipment are supplied by the Company.

5.2. However, unless otherwise instructed, any delivered Advertisement Copy will be destroyed by the Company without reference to the respective Advertising Agent or the Advertiser (as the case may be) if not collected within 2 years after receipt thereof.

6. COMPENSATION

6.1. RATES, CHARGES AND CHANGES:

6.1.1. Subject to the provisions of 6.1.3 below, all advertisement transmission bookings are accepted on the understanding that they will be paid for at the rate which is applicable and in force at the date of transmission less any agreed discount benefit if applicable.

6.1.2. While as much notice as reasonably practicable will be given of all changes, the Company reserves the right to change the Advertisement rates and/or any of these Terms and Conditions by giving **1 (one) months or 30 (thirty) days'** notice (new rates as appearing on the Company's rate cards shall be regarded as sufficient notice as envisaged herein), and in the event of such a change, the rates payable and the Terms and Conditions applicable shall be those in force at the time of the Advertisement transmission. The Advertising Agent or the Advertiser (as the case may be) shall at all times ensure that it is in possession of the latest rate cards in force from time to time.

6.1.3. Scheduled programming may be subject to change and in instances where the change is deemed to be significant in either rating or audience profile, the Company reserves the right to renegotiate all slots and rates booked around such rescheduled programmes.

- 6.1.4. The rates quoted on programme schedules issued by the Company must be related and read subject to the rate cards issued by the Company from time to time having relevance thereto.
- 6.1.5. All rates quoted on the rate cards issued by the Company are VAT (value added tax) exclusive.
- 6.1.6. Advertising Agency commission is only applicable in selected Territories and where specifically indicated and approved by the Company (i.e. in Sub-Saharan Africa)
- 6.1.7. The rates as quoted on the rate cards issued by the Company are solely for the information of the Advertising Agent or the Advertiser, as the case may be, and do not constitute an offer by the Company.

6.2. OVERDUE PAYMENTS

- 6.2.1. Notwithstanding anything to the contrary herein contained, all accounts shall be paid not later than **45 (forty-five) days** from the date of invoice and if the Advertising Agent or the Advertiser (as the case may be) is in default of payment, the Company shall be entitled, without prejudice to its other rights and remedies for breach of Agreement, to refuse further transmissions of the Advertisement and/or to deny the Advertising Agent or the Advertiser (as the case may be) the use or benefit of any other facilities and/or services procured in terms of this Agreement, and/or to cancel this Agreement and to recover any outstanding amounts which shall become immediately due, owing and payable. In such an event, the Advertising Agent or the Advertiser (as the case may be) shall pay all costs of the Company on an attorney and own client scale incurred in the recovery of such amounts, interest at the rate prescribed in these Terms and Conditions for overdue accounts as well as collection commission. It is further recorded that nothing contained in these Terms and Conditions shall prevent the Company from ceding any and/or all of its claims against the Advertising Agent or the Advertiser (as the case may be) to a third party.
- 6.2.2. Any account not paid on due date in accordance with the date of payment as prescribed in 6.2.1 above shall be subject to interest being levied thereupon at the rate 1.5% (one and a half per cent) above the prevailing prime lending interest rate as quoted and published from time to time by ABSA Bank Limited in South Africa.
- 6.2.3. In the event of Advertising Agent or the Advertiser, as the case may be, not paying any account on due date in accordance with the terms as prescribed in 6.2.1 above, the Company reserves the right, without prejudice to all and/or any of its other rights, not to accept further bookings from the Advertising Agent or the Advertiser as the case may be.
- 6.2.4. Failure by the Company to render or dispatch statements will not affect the obligation of the Advertising Agent or the Advertiser as the case may be to make payment as required in accordance with these Terms and Conditions.
- 6.2.5. The existence of a query in respect of any individual item in an account will only affect the due date of payment of that individual item. The Advertising Agent or the Advertiser (as the case may be) shall notify the Company of any query in writing within **7 (seven) Working Days** of receipt of the invoice. This notification must include the reason for the query and should be addressed to the CFO. The Advertising Agent or the Advertiser (as the case may be) may not bring any item into query after this time. In the event that a credit note and re-invoice is required, then the balance will be paid within **7 (seven) Working Days** of the new invoice date. In the event of a query being resolved in favour of the Company, the amount in query will be subject to the full rate of interest in respect of any interest payable pursuant to clause 6.2.2.

6.3. TAX

- 6.3.1 Each Party to this Agreement shall be responsible for its own tax obligations and releases the other Party from all possible obligations or responsibility as to this matter.
- 6.3.2 All fees are exclusive of any Indirect Transaction Taxes imposed by governmental authorities of whatever kind and imposed with respect to the transactions contemplated under this Agreement. For avoidance of doubt, if any amounts payable by the Advertiser to the Company are subject to Indirect Transaction Taxes, the Company may charge such Indirect Transaction Taxes to the Advertiser and the Advertiser shall promptly pay the relevant amount to the Company. If any amounts payable by the Advertiser to the Company are subject to Indirect Transaction Taxes payable by the Advertiser under a reverse charge or withholding procedure, the amounts payable by the Advertiser shall not be reduced by such Indirect Transaction Taxes.

- 6.3.3 The fees shall be based on amounts free or any Direct Taxes, levy or charge of whatsoever kind or nature however denominated. If the Advertiser is required by applicable law to deduct any sum or withhold any amount, levy, charge and/or tax (including, but not limited to withholding tax) from the Fees then the Advertiser shall gross up the amount to be paid to the Company by such additional amount as shall result in the Company receiving the amount which the Company would have received had no such withholding been made.
- 6.3.4 Where the Advertiser is required to make any deduction or withholding for or on account of any Direct Taxes, or in respect of any Fees payable by the Advertiser to the Company under this Agreement, if required by Applicable Law, the Advertiser shall:
- (i) notify the Company of such requirement;
 - (ii) pay to the relevant authority the full amount required to be deducted or withheld on determining that such deduction or withholding is required (or receiving notice that such amount has been assessed against the Company);
 - (iii) deliver to the Company any official receipt (or a certified copy) or other relevant documentation provided by the relevant authorities evidencing such payment to such authorities within 60 (sixty) calendar days of the certificate or official receipt from the relevant authorities;

7 WARRANTIES AND INDEMNITY

- 7.1 The Advertising Agent or the Advertiser (as the case may be) represents, warrants and undertakes that:
- 7.1.1 it will be responsible for obtaining and paying for, and has obtained and paid for, all necessary licenses, consents and clearances for the use and transmission of the Advertisement Copy, including but not limited to any lyrics and/or musical works and/or sound recordings synchronised thereto and/or recorded and/or appearing therein, any copyright material owned by any third party appearing therein and/or the appearance of any person and/or property owned by a third party contained therein;
 - 7.1.2 no Advertisement Copy will breach the trademark, copyright, personality rights, rights of association or any third parties, nor shall it be defamatory of any person and/or entity whomsoever;
 - 7.1.3 the Advertisement Copy or Advertisement to be broadcast on behalf of the Advertiser will not be illegal or actionable for any reason and will comply with all legal and regulatory requirements applicable thereto. The Advertiser and/or Advertising Agent hereby undertake to indemnify and shall keep the Company, the Broadcaster its/their licensees and assigns, M-Net, SuperSport, and any Third Party Channel Provider, and the directors, officers, employees and agents of the foregoing indemnified in full against all actions, proceedings, costs (including legal fees of outside counsel and court costs), damages, expenses, penalties, claims, demands and liabilities of any kind (including those arising from any third party) relating to or arising from any breach of the above warranties and/or arising from the use, recording, broadcasting or transmission of any Advertisement Copy supplied by or transmitted on behalf of the Advertising Agent or the Advertiser (as the case may be); and
 - 7.1.4 the Advertiser and/or Advertising Agent hereby indemnifies and holds the Company, the Broadcaster and/or its/their licensees, and assigns, M-Net, SuperSport, its Affiliates and any Third Party Channel Provider, and the directors, officers, employees and agents of the foregoing harmless against any claims for damages to property or personal injuries, infringement of copyright, defamation, losses, legal costs or claims of any kind howsoever arising out of, in respect of or as a result of the use, recording and/or Broadcasting and/or
 - 7.1.5 transmission of Advertisements or the use and/or access by the Advertising Agent or the Advertiser as the case may be of and/or facilities provided by the Company and/or the Broadcaster.
- 7.2 Notwithstanding anything to the contrary herein contained, the Advertising Agent or the Advertiser (as the case may be) agrees, confirms and warrants that all its employees from time to time shall have all the necessary and relevant authority to act and liaise with the Company on behalf of the Advertising Agent or the Advertiser (as the case may be) and to bind the Advertising Agent or the Advertiser (as the case may be) to the terms hereof.
- 7.3 The Advertising Agent or the Advertiser (as the case may be) indemnifies and holds the Company and/or the Broadcaster, M-Net, SuperSport, its Affiliates and any Third Party Channel Provider, and/or its/their employees harmless against any claims for damages and/or costs whatsoever and howsoever arising out of any changes beyond the control of the Company and/or Broadcaster to the Broadcaster's programmes and/or times as advertised.

- 7.4 Should any such claim be made against the Company, the Broadcaster, M-Net, SuperSport, and/or any Third Party Channel Provider, it shall be entirely in such entity's /entities' discretion as to whether it/they admit/s or deny/ies any such claim and the Company, the Broadcaster, M-Net, SuperSport, and/or any Third Party Channel Provider, reserve/s the right to defend any such claim brought against it/them and to proceed to the final end and determination thereof and to lodge any appeal or appeals to any court or courts, to which it/they have/has the right to do so and in addition shall have the right to compromise, abandon or settle any claim against it/them and to nominate legal representatives and to brief Counsel in connection therewith, and the Advertising Agent or the Advertiser (as the case may be) shall be liable for and shall pay all costs, charges and expenses incurred by the Company, the Broadcaster, M-Net, SuperSport, and/or any Third Party Channel Provider, in connection therewith or otherwise in addition to all sums of money whether for damages, costs, charges, expenses or otherwise howsoever which the Company, the Broadcaster, M-Net, SuperSport, and/or any Third Party Channel Provider, may be ordered to pay to the plaintiff in the said action or agree to pay in regard to the said actions on the advice of its/their legal representative/s and/or Counsel/s.
- 7.5 In the event of the Company having incurred any disbursements of whatsoever nature, including that in respect of legal opinions/advices, etc., in the exercise of its sole and absolute discretion as to whether to refuse or allow the transmission of any advertisement under these Terms and Conditions, such disbursements shall be for the sole and absolute account of the Advertising Agent or the Advertiser (as the case may be) as incurred by the Advertising Agent or Advertiser.
- 7.6 Neither the Company nor the Broadcaster make any representations nor gives any warranties or guarantees of any nature whatsoever in respect of the services provided under this Agreement and all warranties, which are implied or residual at common law, are hereby expressly excluded. In particular, the Advertising Agent or the Advertiser specifically acknowledges and agrees that spillover of transmission is an inevitable potential consequence of digital satellite television distribution. As such, neither the Company nor the Broadcaster can and shall be liable for the consequences of any intended or unintended spillover of transmission into countries, territories or regions outside of those expressly elected for distribution, broadcast and/or transmission by the Advertiser or Advertising Agent.
- 7.7 Where the Advertising Agent or the Advertiser, as the case may be, selects a channel in terms of the Territory Matrix, which channel is distributed by way of a shared feed, it is the responsibility of the Advertising Agent or the Advertiser to obtain all necessary clearances and consents, as set out in clause 7.1.1 above, for those distribution territories.

8 FURTHER RIGHTS AND OBLIGATIONS

- 8.1 The Company shall have the right, in the event of the Advertiser and/or Advertising Agent committing any act of insolvency in terms of the Insolvency Act (as amended), to summarily cancel, or in the event of any act by the Advertiser and/or Advertising Agent constituting a breach as regulated by clause 11 to cancel, this Agreement and in such instance collect any outstanding payments from the Advertiser and/or Advertising Agent, without prejudice to any of Company's rights and remedies against the Advertising Agent.
- 8.2 The Company hereby establishes and confirms that an implicit hypothec is placed on all products delivered by the Advertising Agent and/or Advertiser (as the case may be) to Company as security for non-payment by any of the aforementioned.
- 8.3 The Advertising Agent and/or Advertiser as the case may be, may not offset any double payment or incorrect payment made by it to any other party that was due to the Company, by withholding any monies due to the Company for whatever reason on any other accounts. The Advertising Agent or Advertiser as the case may be shall always be personally liable for payment of any advertising bookings made with Company.
- 8.4 No Advertising Agent and/or Advertiser (as the case may be) shall, without the prior written consent of the Company having been obtained, publish any information in connection with any advertisement which has been transmitted or is scheduled for transmission by the Broadcaster. Other than for the purpose of this Agreement and/or the use of the advertising material; the Advertising Agent or Advertiser shall under no circumstances whatsoever use any Intellectual Property/material belonging to the Company and/or the Broadcaster without its/their written consent first having been had and obtained and the Company and/or the Broadcaster shall under no circumstances whatsoever use any Intellectual Property or material belonging to the Advertising Agent or Advertiser other than for the purposes of this Agreement without its/their written consent first having been had and obtained.
- 8.5 Unless the Company advises the Advertising Agent and/or the Advertiser as the case may be to the contrary by giving 1 (one) months written notice in that regard, no additional levy will be payable by the Advertising Agent or

the Advertiser as the case may be in respect of the Broadcast Research Council ("**BRC**") in the case of South Africa and /or any other levy applicable in a relevant Territory. The Company will contribute the ruling percentage to the relevant body from its nett income after deduction of any client settlement discounts applicable under this Agreement.

- 8.6 The Advertising Agent or Advertiser shall not be entitled to cede or assign any rights and/or obligations, which it may have under this Agreement without the prior written consent of the Company, which cannot be unreasonably withheld or delayed.

9 INTELLECTUAL PROPERTY

- 9.1 Neither Party shall have any claim to the copyright, patent, trademarks, designs or any other intellectual property rights of the other merely as a result of this Agreement.
- 9.2 Nothing in this Agreement shall entitle either Party to use the other's name, logo, trademarks, designs, copyrights or any other intellectual property rights in any manner whatsoever without the other Party's prior written consent.
- 9.3 Ownership of all Intellectual Property Rights in and pertaining to the products of the services (including any reports generated pursuant to this Agreement and any of the Annexures or Commercial Term Sheets) shall vest in the Company or it's Affiliates on the date upon which the same are created. The Parties shall sign all necessary documents to effect assignment of ownership to the Company where this becomes necessary.
- 9.4 The Advertiser indemnifies the Company against any claim by any third party where the broadcast of the Advertiser's Advertising Copy, use of it's product and/or services in the fulfilment of the services related to this Agreement and /or it's Annexures, infringes the Intellectual Property Rights of such third party, and shall indemnify the Company and it's Affiliates against any damages (together with all costs and expenses) which may be awarded or agreed to be paid to such third party in respect of any such claim.

10 FORCE MAJEURE

- 10.1 The Company shall not be deemed to be in breach of this Agreement or otherwise liable to the Advertiser or Advertising Agent (as the case may be) as a result of any delay or failure in the performance of its obligations under this Agreement if and to the extent that such delay or failure is caused by an Event of Force Majeure and the time for performance of the relevant obligation(s) shall be extended for the period of such Event of Force Majeure.
- 10.2 In the event of the Company's activities and/or the Broadcaster's transmission activities or those of its Affiliates being affected, restricted, curtailed or prevented by an Event of Force Majeure, the Company may at any time, notwithstanding anything to the contrary herein contained, forthwith terminate this Agreement without prejudice to the Company's right to be paid by the Advertising Agency or the Advertiser (as the case may be) under these Terms and Conditions at the time of such termination for services delivered up to the point of termination.

11 BREACH

- 11.1 In the event of breach of any of the terms and conditions of this Agreement by either Party hereto and failure of such Party to remedy such breach within **14 (fourteen) days** after receipt of a written demand by the aggrieved Party to effect such remedy, the aggrieved Party shall be entitled to terminate this agreement forthwith without notice to such other party, and such termination shall be without prejudice to any right of the aggrieved Party to recover, inter alia, any costs, damages or expense arising from or consequent upon such breach, provided that any breach arising out of an Event of Force Majeure shall exempt the Company from any liability for specific performance or damages arising out of such breach during the continued existence of such Event of Force Majeure. The entire liability of Company, and the Advertising Agent or Advertiser's exclusive remedy for damages, from any cause related to or arising out of this Agreement, regardless of the form of action, whether in contract or in delict, will not exceed the aggregate of the fees and charges paid by the Advertising Agent or Advertiser to Company under this Agreement for the placement of the advertisement from which the damage arose.

12 CONFIDENTIALITY, PUBLICITY AND DATA PROTECTION

- 12.1 Save with the prior written consent of the Company and subject to such reasonable conditions as such consent shall stipulate, the Advertiser and/or the Advertising Agent shall not be entitled to, and shall ensure that its employees or agents do not, make any claim in any marketing, publicity or advertising that it has entered into this Agreement with the Company, nor may the Advertiser and/or the Advertising Agent use the Company name or logo in that connection.
- 12.2 The Parties shall keep confidential and retain in the strictest confidence and shall not disclose to any third party nor use for any purpose except in the performance of the services, any business, technical or financial information of or about either party (including, without limitation, business strategies, plans, media, materials, graphics, financial data, know-how, operational, organizational, technical, customer, cable media, web and product concepts, subscriber, affiliate or employee information) and other documents and information in whatever form maintained, that is either marked as confidential or that a reasonable person would consider to be confidential in light of the information contained therein and the circumstances surrounding its disclosure.
- 12.3 The Parties shall not disclose to any third party, other than their respective staff or professional advisors, in their capacity as such, any information relating to the terms and conditions of this Agreement except:
- 12.3.1 to the extent necessary to comply with any law, valid court order; or
 - 12.3.2 as part of its normal reporting or review procedures to its auditors and its attorneys; or
 - 12.3.3 to the extent required by any regulatory authority; or
 - 12.3.4 to the extent necessary of purposes of instituting legal proceedings by the one party against the other
- 12.4 A party required to disclose in terms of clause 12.3, shall notify the other party of such requirement, which may enable the other Party to take any appropriate action it deems necessary, limiting the disclosure of information.
- 12.5 For the avoidance of doubt, no provision in this Agreement should be construed in such a way that the disclosing party is deemed to have granted its consent to the receiving party to disclose confidential information in the event that the receiving party receives a request for confidential information in terms of the provisions of the Promotion of Access to Information Act 2 of 2000, as amended.
- 12.6 Neither party shall at any time during or after the termination of this Agreement, disclose to any person whatsoever any information relating to the other party or any of the business or trade secrets of the other party to which it may have or may become privy to during the term of this Agreement.
- 12.7 Each Party acknowledges that information provided by the other Party during the term of this Agreement may contain personal information, the handling or processing of which may be subject to applicable data protection legislation. Each Party agrees that it will take appropriate measures to ensure compliance with all such data protection legislation. Where applicable, the parties undertake to sign Data Protection Agreements.

13 LIMITATION OF LIABILITY AND INDEMNITY

- 13.1 Both Parties agree to indemnify and keep each other indemnified, in so far as they are respectively negligent against losses and against claims for injury or damage to any person or property whatsoever which may arise out of this Agreement and against claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto; except where such claim, loss or damage has been caused by the gross negligence or intentional acts or omissions or wilful misconduct of the other party or any of its agents, directors or employees.
- 13.2 In so far as either party is negligent, the Parties hereby indemnify and hold each other harmless against any and all claims, liability, loss, damage (including any damage to any of an Advertiser property), judgements, costs and expenses, including attorney's fees, which may be made, paid or incurred by the other Party directly arising out of or in consequence of a material and /or other breach by either Party of any of its obligations in terms of this Agreement.
- 13.3 Notwithstanding anything to contrary stated anywhere in this Agreement, the Company shall not be liable to the Advertiser or its Advertising Agent for any compensation or refund should there be any changes in a sponsored Programme for whatsoever reason. However, the Parties may agree to an equivalent and/or suitable value of exposure.
- 13.4 The Parties agree that the maximum aggregate liability under or in connection with this Agreement, whether in contract, delict or otherwise, will not under any circumstances exceed the fees paid by the Advertiser to the

Company in terms of a particular campaign as per the relevant confirmation order and/or sponsorship annexure. Any and all claims shall be limited to direct damages and the Parties shall not be liable under this Agreement for any loss of actual or anticipated income or profits, loss of contracts or for any special, indirect or consequential loss or damage of any kind howsoever arising and whether caused by delict, breach of contract or otherwise, unless caused by the negligence and/or misconduct of the the other Party. The Parties agree that the above limitations shall not apply to breaches of clauses 9 and 12 relating to intellectual property and confidentiality, however any and all claims related to clauses 9 and 12 shall be limited to direct damages only.

14 ANTI-BRIBERY AND CORRUPTION

- 14.1 The Parties agree, that they have, throughout the duration of this Agreement and will continue to:
- 14.1.1 comply with (and shall procure that each person associated with the parties in performing under this Agreement shall comply with) all applicable anti-bribery laws, statutes, regulations, directives or by-laws, including, but not limited to, the U.S. Foreign Corrupt Practices Act 1977, the U.K. Bribery Act 2010 and the South African Prevention and Combatting of Corrupt Activities Act 2004 ("**the Anti-Bribery Laws**"), in respect of the performance of this Agreement;
 - 14.1.2 have, and maintain in place throughout the duration of this Agreement, its own policies and procedures, including, but not limited to, "adequate procedures" for the purpose of section 7 of the UK Bribery Act 2010, to ensure compliance with the Anti-Bribery Laws or the equivalent thereof (and shall procure that persons associated with it in connection with this Agreement, or other persons who are performing services on its behalf in connection with this Agreement shall have, and shall maintain, such policies and procedures);
 - 14.1.3 be responsible for (and shall ensure) the observance, performance and compliance with Anti-Bribery Laws by each person associated with performing in terms of this Agreement, and shall be directly liable to the other party for any breach by such persons of any of the Anti-Bribery Laws; and;
 - 14.1.4 immediately report to the other party (i) any knowledge or suspicion of any violations by the party, its officers, employees or any person associated with it of any Anti-Bribery Laws; or (ii) any requests or demands for any undue financial or other advantage of any kind received by the party in connection with it or the othe Party's continued business.
- 14.2 The parties warrant and represent that neither they nor any of their officers, employees, Resources or, having made reasonable enquiries, so far as they are aware, other persons associated with them in connection with this Agreement:
- 14.2.1 have been convicted of any offence involving bribery, corruption, fraud or dishonesty, violence (including sexual assault);
 - 14.2.2 have been or are the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under the Anti-Bribery Laws; or
 - 14.2.3 have been involved in any activity which may violate the Anti-Bribery Laws in respect of the conduct of business process and/or negotiation that resulted in the award of transaction to the party and/or this Agreement.
- 14.3 Any infringement of any applicable Anti-Bribery Law and/or any breach of the foregoing provisions of this clause by either party (or any person associated with the parties who is performing in connection with this Agreement) shall be a breach of a material term of this Agreement. Without prejudice to the parties other rights and remedies in terms of this Agreement, the innocent party shall be entitled to terminate this Agreement with immediate effect upon written notice to the other party.

15 MEDIATION AND ARBITRATION

- 15.1 Any dispute arising out of or in connection with this Agreement shall first be referred to the respective Chief Executive Officers for the time being of the Parties or their respective nominees, who shall attempt to resolve the dispute within 5 (five) Business Days from the date on which the dispute was referred to them. Should the Chief

Executive Officers or their nominees fail to resolve the dispute within the specified period, either of the Parties may refer the matter to mediation as set out in clause 15.2.

- 15.2 If a dispute has not been resolved in terms of the escalation provisions in clause 15.1, the dispute may be referred for resolution by way of mediation within 10 (ten) Business Days of any Party requesting that the dispute be resolved by mediation.
- 15.3 Any dispute arising from or in connection with this Agreement which has not been resolved pursuant to clauses 15.1 or 15.2 shall be referred to arbitration in accordance with the remaining provisions of this clause 15.
- 15.4 The arbitration shall be held in Gauteng and in accordance with the formalities and procedures determined by an arbitrator agreed on by the Parties. If the Parties do not reach agreement on the arbitrator, the arbitrator shall be appointed by the President for the time being of the Arbitration Foundation of Southern Africa ("AFSA") or its successor-in-title.
- 15.5 The arbitration may be held in an informal and summary manner and otherwise in accordance with the Rules of AFSA, on the basis that it shall not be necessary to observe or carry out the usual formalities or procedures, pleadings and discovery or the strict rules of evidence.
- 15.6 Any Party may appeal against any award made by the arbitrator to a panel of 3 (three) arbitrators.
- 15.7 The provisions of this clause 15:
 - 15.7.1 shall not preclude any Party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator; and
 - 15.7.2 constitute an irrevocable consent by the Parties to any proceedings in terms hereof and no Party shall be entitled to withdraw or claim at any such proceedings that it is not bound by these provisions.

16 GENERAL

- 16.1 This Agreement shall constitute the entire agreement between the Parties with respect to the subject matter hereof, and shall supersede any and all prior agreements, representations or understanding between the Parties, whether written or oral. No terms and/or conditions other than those set forth herein as well as the most updated Standard Terms and Conditions on the 'DStv Media Sales' website (www.dstvmediasales.com) shall be binding upon either party unless it is reduced to writing and signed by the Company and the Advertising Agent or the Advertiser (as the case may be) or their duly authorized representatives.
- 16.2 Neither Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the Agreement between the parties or not.
- 16.3 No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement, shall operate as an estoppel against either party hereto in respect of its rights under this Agreement, nor shall it operate so as to preclude either of the parties thereafter from exercising its rights strictly in accordance with this Agreement.
- 16.4 Should any of the terms and conditions of this Agreement be held to be invalid, unlawful or unenforceable, such terms and conditions will be severable from the remaining terms and conditions which will continue to be valid and enforceable.
- 16.5 This Agreement shall be interpreted, construed and executed in accordance with the laws of the Republic of South Africa and shall, subject to clause **15** above, and the Parties consent to the exclusive jurisdiction of the High Court of South Africa.
- 16.6 The Parties undertake to comply with all applicable laws, statutes regulations, rules, codes of practice, guidelines, directions and decrees imposed by law or any competent authority, including any codes issued by the broadcasting authority applicable in the particular Territory.
- 16.7 Nothing in this Agreement shall be deemed to constitute a joint venture, partnership or relationship of agency or employment between the parties.
- 16.8 **no representations**
 - 16.8.1 A Party may not rely on any representation which allegedly induced that Party to enter into this Agreement, unless the representation is recorded in this Agreement.
- 16.9 **costs**
 - 16.9.1 Each Party shall bear that Party's own legal costs and disbursements of and incidental to the negotiation, preparation, settling, signing and implementation of this Agreement.

16.9.2 Any actual costs, including all legal costs on the Party and Party scale, incurred by a Party arising out of or in connection with a breach by another Party shall be borne by the Party in breach.

16.10 signature in counterparts

16.10.1 This Agreement may be executed in counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same agreement.

16.11 independent advice

16.11.1 Each of the Parties hereby respectively agrees and acknowledges that:

16.11.2 it has been free to secure independent legal advice as to the nature and effect of each provision of this Agreement and that it has either taken such independent legal advice or has dispensed with the necessity of doing so; and

16.11.3 each provision of this Agreement (and each provision of the Annexes) is fair and reasonable in all the circumstances and is part of the overall intention of the Parties in connection with this Agreement.

16.12 good faith

16.12.1 The Parties shall at all times act in good faith towards each other and shall not bring any of the other Parties into disrepute.

16.13 severability

16.13.1 If any provision or part of this Agreement is found to be invalid or unenforceable by a competent court, it will be severed from the remainder of this Agreement which will remain in full force and effect to the fullest extent permitted by law

16.14 Any written notice or documents (including documents in legal proceedings) in connection with this Agreement may be addressed to the addresses provided by the Parties in **Annexure A**. The notice shall be deemed to have been duly given:

16.14.1 5 Business Days after posting (14 Business Days if the address is not in the Republic of South Africa), if posted by registered post (airmail, if available) to the Party's address;

16.14.2 on delivery, if delivered to the Party's physical address between 08h30 and 17h00 on a Business Day (or on the first Business Day after that if delivered outside such hours);

16.14.3 on despatch, if sent to the Party's e-mail address between 08h30 and 17h00 on a Business Day (or on the first Business Day after that if despatched outside such hours);

16.14.4 unless the addressor is aware, at the time the notice would otherwise be deemed to have been given, that the notice is unlikely to have been received by the addressee through no act or omission of the addressee.