

**DSTV MEDIA SALES
TERMS AND CONDITIONS (June 2011):**

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 "**Multichoice**" means Multichoice Africa (Proprietary) Limited (registration number: 94/09083/07), 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 251 Oak Avenue, Randburg. Multichoice is a duly licensed provider of certain digital satellite and analogue terrestrial television channels in the Republic of South Africa.

1.1.2 "**DStv Service**" means the Pay TV service offered by Multichoice and/or its affiliates consisting of a variety of bouquets of English, French, Indian and/or Portuguese language programming packages distributed by Multichoice and/or its affiliates in Sub-Sahara Africa via the IS7, Sesat and W4 Satellite (and, once launched, the W7 Satellite). The DStv Service includes the DStv French Bouquet and the DStv Combo Bouquet.

1.1.3 "**M-Net**" means Electronic Media Network 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 Braam Fischer Drive, Randburg. M-Net is a duly licensed television content provider of certain proprietary digital satellite and analogue terrestrial television channels in the Republic of South Africa.

1.1.4 "**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 239 Oak Avenue, Randburg. Supersport is a duly licensed television content provider of certain proprietary digital satellite and analogue terrestrial television channels in the Republic of South Africa.

1.1.5 "**The Company**" means DStv Media Sales (Proprietary) Limited (registration number: 95/01791/07), 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 271 Oak Avenue, Randburg. The Company is the agent of Multichoice, SuperSport and M-Net in procuring sales of airtime on their channels referred to in 1.1.1, 1.1.2 and 1.1.3 respectively for televised advertisement transmission purposes.

1.1.6 "**The Advertiser**" means any person, including an association of persons, a partnership, a firm, a company 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.

1.1.7 "**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 purchase of advertising space or time for the televised transmission of an advertisement on behalf of persons intending to advertise.

1.1.8 "**Advertisement Copy**" means any advertising and/or sponsorship material supplied by the Advertiser intended for transmission by the Broadcaster.

1.1.9 **“Working Day”** means Monday to Friday inclusive in each week except Public Holidays in the Province of Gauteng.

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.

1.3 Reference in these Terms and Conditions to the “Broadcaster” shall mean Multichoice, DStv, M-Net, SuperSport, or any channel represented by the Company as the case may be, and reference in these Terms and Conditions to the “Broadcaster’s Channels” shall mean the channels referred to in 1.1.1, 1.1.2 or 1.1.3 above as the case may be.

2. ADVERTISING PLACEMENT

2.1 PURPOSE:

2.1.1 In terms of this Agreement the Company undertakes to book and place advertisements provided by the Advertising Agency or the Advertiser as the case may be on the Broadcaster’s Channels in consideration for payment as set out in the applicable rate cards, incorporated herein by reference. Credit facilities may be granted to the Advertising Agency or Advertiser as the case may be to facilitate payment as envisioned in this Agreement.

2.1.2 An Advertising Agency shall at all times be deemed to contract as principal with the Company in all respects and as such an Advertising Agency 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 in terms of this Agreement.

2.1.3 Should an Advertiser terminate, suspend or otherwise cancel the services of an Agency prior to the payment of all or any fees, charges and accounts due to the Company in terms of any bookings made by the Agent 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 Agent by such Advertiser. No dispute, litigation, claims or similar conflict or disagreement between an Agent and an Advertiser, on whose behalf any booking has been made, shall distract from the agent’s liability for payment of fees, charges and accounts due to the Company.

2.2 DELIVERY:

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 ACCEPTANCE OF ADVERTISEMENTS:

2.3.1 Advertisements will only be transmitted on the Broadcaster’s Channels if it complies with the following:

2.3.1.1 the Advertiser advertisements comply with the Advertising Standards Authority of South Africa’s (ASA) code and procedures; and

- 2.3.1.2 if it satisfies the technical requirements of the Company and/or the Broadcaster and is accompanied by proper transmission instructions; and
 - 2.3.1.3 the Advertising Copy complies with all legal and regulatory requirements and does not contain any material which is objectionable, including, without limit, information which is defamatory, obscene, threatening or untrue.
- 2.3.2 The onus rests on the Advertiser to ensure that compliance with the ASA's codes and procedures are adhered to in respect of advertisements to be transmitted on the Broadcaster's Channels.
 - 2.3.3 The Company may not broadcast commercials that may be political or religious in nature.
 - 2.3.4 The Company may restrict the broadcasting of advertising of subscription services.
 - 2.3.5 The Company may restrict the broadcasting of commercials advertising Adult content or services.

2.4 FURTHER GROUNDS FOR REJECTION:

Notwithstanding 2.3, the approval of the Advertisement Copy in terms of 2.3 shall not in any way prejudice the Company's and/or the Broadcaster's right to reject such Advertisement Copy as provided below:

- 2.4.1 The Advertisement Copy must be delivered to the Company not less than 5 (five) full working days before the date of the intended transmission in the following format:
 - 2.4.1.1 Transmission copy – SP Beta Dolby On, or via acceptable digital streaming methods;
 - 2.4.1.2 Viewing copy – VHS format; and
- 2.4.2 The Advertiser shall ensure that it has cleared and paid for all rights (and associated usage rights) in respect of any musical works and/or sound recordings contained in the Advertisement Copy in relation to the production, broadcast, transmission and distribution of the Advertisement Copy and has to deliver (together with the Advertisement Copy as provided for in 2.4.1) details that it has complied with the requirements of both the SA Music Rights Organisation LTD (SAMRO) and Britain's Performing Rights Society (PRS) and/or any other similar body.
- 2.4.3 If the Company and/or the Broadcaster, in its/their sole and absolute discretion, decide/s that the Advertisement Copy is not acceptable in any respect, the Company shall notify the Advertising Agency or the Advertiser as the case may be of same in which event the Advertising Agency 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 intended transmission. Should an alternative copy not be supplied or not be accepted, the Company shall be entitled to be paid by the Advertising Agency or the Advertiser as the case may be in full for the advertising time booked.

2.5 NON-LIABILITY FOR ASA DECISIONS:

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 the ASA and/or its successor/s in title and/or for the withholding or withdrawal of approval of any advertisement by the ASA and/or its successor/s in title and/or for any costs or consequential loss/es resulting from any such action of the ASA and/or its successor/s in title.

2.6 DISCRETION OF COMPANY:

- 2.6.1 The provisions of 2.3 and 2.4 above shall be without prejudice to any special arrangements for booking/s made at short notice in the Company's sole and absolute discretion.

- 2.6.2 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, and in such instance the Advertising Agency 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.
- 2.6.3 The Company and/or the Broadcaster reserve/s the right to restrict any repeat transmissions of the same advertisement.
- 2.6.4 The Company and/or the Broadcaster reserve/s the right in its/their sole and absolute discretion to refuse advertisements advertising more than one product.

2.7 GRANTING OF CREDIT:

An Advertising Agent or Advertiser as the case may be shall be entitled to credit facilities from the Company only if such Advertising Agency or Advertiser, within the sole and absolute discretion of the Company, meets the credit granting requirements of the Company from time to time, 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 5 (five) working days prior to the intended transmission date.
- 3.1.1.1 In the event that booking applications or amendments are received later than 5 (five) 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 Agency 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 Agency 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 Agency or the Advertiser as the case may be for such booking but the Company shall be entitled to be paid by the Advertising Agency 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 terms of this booking.
- 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 Agency 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 Agency or the Advertiser as the case may be to book an acceptable alternative transmission slot.

- 3.1.4 Advertisements appearing within approximately 30 (thirty) minutes of the segment booked will be regarded as appearing within such segment and will accordingly not constitute a valid defense or cause by which the Advertising Agency or the Advertiser as the case may be may withhold payment due in terms of this Agreement.
- 3.1.5 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 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 5 (five) working days prior to the intended transmission, the Company accepts no responsibility or liability for the transmission of any material incorrectly or erroneously.

- 3.2.2 Unless the advertisement transmission bookings are cancelled in accordance with the provisions of Clause 3.2.1 above, an Advertising Agency or the Advertiser as the case may be who fails to deliver any Advertisement Copy in accordance with 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 the physical storage devices and other materials shall vest with the Advertiser or Advertising Agency as the case may be and the Company shall not assume any liability on any basis whilst it is stored on its premises. The Company, however, commits to safeguard it with due care as if it is its own property.
- 4.2 All risk in the televised transmission of the advertisement and the content therein, shall vest with the Advertiser or Advertising Agency as the case may be and the Company is indemnified from any claims arising from third parties with respect thereto.

5 MATERIALS AND PROPERTY LIABILITY

- 5.1 While every reasonable care will be taken in respect of the Advertisement Copy, goods or equipment, the Company shall not accept liability and will not be held 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 Agency or the Advertiser as the case may be if not collected within the following periods:

- 5.2.1 VHS Material – 8 weeks after receipt thereof, and

- 5.2.2 SP Beta – 2 years after receipt thereof.

6 COMPENSATION

6.1 RATES, CHARGES AND CHANGES:

- 6.1.1 Subject to the provisions of 6.3 below, all advertisement transmission bookings are accepted on the understanding that they will be paid for at the rate actually in force at the date of transmission.
- 6.1.2 While as much notice as possible 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 appear 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 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 statement and if the Advertising Agency 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 Agency 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 Agency or the Advertiser as the case may be shall pay all costs of the Company on the 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 Agency 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 percent) 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 Agency 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 Agency 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 and shall not affect any early settlement discounts allowable or disallowable in accordance with these Terms and Conditions.

- 6.2.5 The existence of a query of any individual item in an account will only affect the due date of payment of that individual item. The Advertising Agency 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 account. This notification must include the reason for the query and should be addressed to the Financial Director of the Company. The Advertising Agency 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 Statement 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 any interest payable by virtue of 6.2.2.

6.3 EARLY SETTLEMENT DISCOUNTS

- 6.3.1 The Company will in its sole and absolute discretion allow, on application, an early settlement discount to the Advertising Agent or the Advertiser as the case may be of up to but not exceeding:

- 6.3.1.1 16,5% (sixteen and a half percent) of the Account Statement should such Account be paid not later than 45 (forty five) days from the date of statement and provided that the necessary guarantees have been lodged with the Print Media Association (PMA) by the Advertiser/Agency; or
- 6.3.1.2 12.5% (Twelve & a half percent) of the Account Statement should the Advertiser/Agency not be a member of the PMA.
- 6.3.1.3 No early settlement discounts of whatsoever nature shall be payable by the Company on any interest and/or penalty charges payable and/or paid in accordance with the provisions of these Terms and Conditions.
- 6.3.1.4 The early settlement discounts referred to in 6.3.1 and 6.3.1.2 will only be allowed if all accounts of the Company have been paid in full and timeously in accordance with the terms allowed by the Company in terms of these Terms and Conditions, or at the sole and absolute discretion of the Company, at least within the period referred to in 6.3.1.1 above.

7. WARRANTIES AND INDEMNITY

- 7.1 The Advertising Agency or the Advertiser as the case may be warrants and undertakes that:

- 7.1.1 It will be responsible for obtaining and paying for all necessary licenses, consents and clearances for the transmission of any advertising and/or copyright material contained therein and/or the appearance of any person in each of its advertisements; and
- 7.1.2 No Advertisement Copy will breach the copyright, any other rights of or shall be defamatory towards any person and/or entity whomsoever; and
- 7.1.3 The Advertising Copy or advertisement 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.
- 7.1.3 It indemnifies and keeps the Company and/or the Broadcaster and/or its/their employees indemnified against all actions, proceedings, costs, damages, expenses, penalties, claims, demands and liabilities of any kind arising from any breach of the above warranties and/or in any

manner whatsoever in consequence of the use, recording or broadcasting in the form submitted or prescribed of any Advertisement Copy or matter supplied by or transmitted on behalf of the Advertising Agent or the Advertiser as the case may be.

- 7.1.4 It hereby indemnifies and holds the Company and/or the Broadcaster and/or its/their employees 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 of advertisements or the use and/or access by the Advertising Agent or the Advertiser as the case may be of 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 in terms hereof.
- 7.3 The Advertising Agent or the Advertiser as the case may be indemnifies and holds the Company and/or the Broadcaster and/or its/their employees harmless against any claims for damages and/or costs whatsoever and howsoever arising out of any changes to the Broadcaster's programmes and/or times as advertised.
- 7.4 Should any such claim be made against the Company and/or the Broadcaster, it shall be entirely in the Company's and/or the Broadcaster's discretion as to whether it/they admit/s or deny/ies any such claim and the Company and/or the Broadcaster 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 and/or the Broadcaster in connection therewith or otherwise in addition to all sums of money whether for damages, costs, charges, expenses or otherwise howsoever which the Company and/or the Broadcaster may be ordered to pay to the said 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/advice, etc., in the exercise of its sole and absolute discretion as to whether to refuse or allow the transmission of any advertisement in terms of 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.
- 7.6 Company does not make any representations nor gives any warranties or guarantees of any nature whatsoever in respect of its Service/s in terms of this Agreement and all warranties, which are implied or residual at common law, are hereby expressly excluded.

8. FURTHER RIGHTS AND OBLIGATIONS

- 8.1 The Company shall have the right, in the event of the Advertising Agency committing any act of insolvency in terms of the Insolvency Act as amended, to summarily or in any act by Advertising Agency constituting a breach as regulated by clause 10, to cancel this Agreement and in such instance to revert to the Advertiser and collect any outstanding payments from the Advertiser, without prejudice to any of Company's rights and remedies against the Advertising Agency.
- 8.2 The Company hereby establishes and confirms that an implicit hypothec is placed on all products delivered by the Advertising Agency or Advertiser as the case may be to Company as security for non-payment by any of the aforementioned.

- 8.3 The Advertising Agency 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 Company, by withholding any monies due to Company for whatever reason on any other accounts. The Advertising Agency 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 Agency or Advertiser as the case may be shall, without the prior written consent of the Company first having been had and obtained, publish any information in connection with any advertisement which has been transmitted or is scheduled for transmission by the Broadcaster. The Advertising Agent or the Advertiser as the case may be 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.
- 8.5 Unless the Company advises the Advertising Agent 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 Marketing Industry Trust Levy. The Company will contribute the ruling percentage to the Marketing Industry Trust from its nett income after deduction of any client settlement discounts applicable in terms of these Terms and Conditions.
- 8.6 The Advertising Agency or Advertiser shall not be entitled to cede or assign any rights and/or obligations, which it may have in terms of this Agreement without the prior written consent of the Company.

9. FORCE MAJEURE

In the event of the Company's and/or Broadcaster's transmission activities being restricted, curtailed or prevented by any law or any other act or thing beyond its control, 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 in terms of these Terms and Conditions at the time of such termination for services delivered up to the point of termination.

10. BREACH

In the event of the material 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 casus fortuitous, or vis major shall exempt the breaching party from any liability for specific performance or damages arising out of such breach during the continued existence of such casus fortuitous or vis major as the case may be. The entire liability of Company and the Advertising Agency 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 Agency or Advertiser to Company under this Agreement for the placement of the advertisement from which the damage arose.

11. CONSENT TO JURISDICTION

The Advertising Agent or the Advertiser as the case may be hereby consents in terms of Section 45 of the Magistrate's Court Act 1944 (as amended), to the jurisdiction of the Magistrate's Court having jurisdiction in terms of Section 28 of the said Act in respect of any action to be instituted by the parties in such Magistrate's Court or in any other Court having jurisdiction. All orders, bookings placed and liaisons by

the Advertising Agent or the Advertiser as the case may be with the Company shall be deemed to have been so done at the address of the Company's principal place of business as referred to in 1.1.3 above.

12. GENERAL

- 12.1 No terms and/or conditions other than those set forth herein shall be binding upon the Company unless it is reduced to writing and signed by the Company and the Advertising Agency or the Advertiser as the case may be or their duly authorized representatives.
- 12.2 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.
- 12.3 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.
- 12.4 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.
- 12.5 This Agreement shall be interpreted, construed and executed in terms of the laws of the Republic of South Africa and shall be subject to the jurisdiction of any competent court in South Africa.