

DIGITAL AND INTERACTIVE GENERAL TERMS AND CONDITIONS

These General Terms and Conditions together with the Outdoor Advertising Order – Summary with attached applicable Outdoor Advertising Order – Bookings to which these General Terms and Conditions are annexed ("**Rental Agreement**") and all annexures and schedules thereto, shall hereinafter be collectively referred to as "**this Agreement**".

1. This Agreement shall commence on the commencement date identified as the "Proposal Start Date" recorded in the Rental Agreement ("**Commencement Date**") and, unless terminated earlier in accordance with the provisions of this Agreement, shall automatically terminate on the expiry date identified as the "Proposal End Date" recorded in the Rental Agreement ("**Expiry Date**"). Following the Expiry Date, **JCDecaux** shall remove all Artwork from the Advertising Sign and shall destroy all Artwork, unless a contrary instruction is indicated in the Rental Agreement.
2. For the purposes of this Agreement: - "**Advertising Sign(s)**" means any digital outdoor and/or indoor sign, including but not limited to digital billboard advertising light boxes, electronic messaging units, digital billboards, digital posters or any other digital advertising structure erected or to be erected on Advertising Sites; "**Advertising Site(s)**" means that portion of the property on which the Advertising Sign(s) is situated and more fully described in the Rental Agreement to which these General Terms and Conditions are attached; "**Artwork**" means the digital image and all supporting advertising materials in such electronic format, size, design, and layout, as may be required by **JCDecaux** and approved by the **Client** or **Agency** for display by **JCDecaux** in accordance with this Agreement. "**Agency**" means the party identified as Advertising Agency in the Rental Agreement. "**Interactive Campaign**" means the **Client's** digital advertising campaign, which uses online or offline interactive media to communicate/interact with the **Client's** consumers, its target audience or the public ("**the End User**") via the Advertising Sign and which similarly allows the End User to communicate/interact via the Advertising Sign, for the purposes of promoting (either directly or indirectly) the **Client's** products, brands, services, or goods or for any other purpose for which the **Client** derives exposure. "**Interactive Content**" means any type of visual digital data, content, images or text, which is submitted, displayed, transferred, shown or presented on the Advertising Sign by the End User in terms of the Interactive Campaign.
3. The monthly rental payable by the **Client** to **JCDecaux** shall be the amount recorded in the Rental Agreement, to which shall be added VAT in accordance with the Value Added Tax Act 89 of 1991, as amended. Unless this Agreement is concluded through an accredited Agency payment shall become due monthly in advance. Where this Agreement has been concluded through an accredited **Agency** then **JCDecaux** shall render invoices in respect of such rental monthly in advance, with payment due by the **Client** within 45 (forty-five) days of the date of invoice. All payments shall be made in accordance with the provisions of the tax invoice and without any deduction, demand or set off and shall be free of any Bank Exchange.
4. All reference to **Agency** in this Agreement shall be applicable only where this Agreement is concluded through an **Agency**. Where this Agreement is concluded through an **Agency**, the **Agency** represents and warrants to **JCDecaux** that it has the power to enter into this Agreement and is duly authorized by the **Client** to conclude this Agreement with **JCDecaux** for and on behalf of the **Client**.
5. The **Client** and **Agency** shall generally do all such things as may be reasonably necessary in order to enable **JCDecaux** to fulfil its obligations to it as recorded in the specifications contained in the Rental Agreement, and shall ensure compliance by the **Client** and **Agency** of these General Terms and Conditions.
6. The **Client** shall as soon as possible after signature hereof, and not less than 7 (seven) Business Days prior to the Commencement Date, provide **JCDecaux** with details of the Artwork, including the script which the **Client** wishes to follow and to the extent applicable to this contract, all information required by **JCDecaux** in relation to the Interactive Campaign, and the Artwork shall be displayed on the Advertising Sign on the basis of the units, period and frequency set out in the Rental Agreement. The Artwork shall be provided to **JCDecaux** in such electronic format, size, design, and layout, as may be required by **JCDecaux**. **JCDecaux** shall not display the Artwork on the Advertising Sign unless the Artwork complies in all respects with its requirements for display. **JCDecaux** shall commence charging the monthly rental on the Commencement Date notwithstanding any late or no delivery or incorrect specifications of either the Artwork or the artwork specifications, as the case may be by the **Client** or **Agency**.
7. **JCDecaux** shall, if required by the **Client**, prepare the initial animation of graphics for the Artwork at the cost indicated to the **Client** and the **Client** acknowledges that if the animation is not acceptable to the **Client** for any reason whatsoever, this shall not give rise to any claim, right of action or right of cancellation to the **Client** which shall within 3 (three) Business Days of determining that the animation is not acceptable, provide to **JCDecaux** the computer disk in proper format to enable the Artwork to be broadcast in a form acceptable to the **Client** and all costs thereof shall be borne by the **Client**.
8. There shall be no obligation on **JCDecaux** to cause the Artwork to be displayed so long as any amounts are due to it by the **Client**. Notwithstanding that **JCDecaux** may have withheld the display on the Advertising Sign of an Artwork as a result of non-payment, the **Client** shall nevertheless remain liable in respect thereof as if it had in fact been displayed.
9. **JCDecaux** does not accept any liability for the quality or content of the **Client's** Artwork, the Interactive Content or for the Interactive Campaign. **JCDecaux** will provide the **Client** with the technical specifications of the Advertising Sign to enable the **Client** to produce its own Artwork. The **Client** shall not be entitled to a remission of rental for any period during which the Artwork is not displayed as a result of any replacement or amendment to the Artwork. **JCDecaux** shall display the **Client's** Artwork as near as possible to the Commencement Date. The **Client** accepts that strict compliance with its instructions may not be possible and **JCDecaux** accordingly has a discretion to implement such instructions as near to the **Client's** instructions as may be possible.
10. The **Client** will not be entitled to withhold or delay any payments in terms of this Agreement due to any mistake, delay, omission or unaffected changes to the Artwork or as a result of *vis major*, power outages, connectivity downtime, technical malfunction to an Advertising Sign, or loss of signal to an Advertising Sign or for any other cause or reason whatsoever. **JCDecaux** shall not be responsible for any interruption in the supply of electricity to an Advertising Sign, where such interruption is caused by any cause beyond its control, including but not limited to interruption caused by load shedding or power outages.
11. **JCDecaux** reserves the right: (i) to allocate to the **Client** an alternative Advertising Site and/or Advertising Sign in the event of the Advertising Site and/or Advertising Sign specified in the Rental Agreement ("**Initial Site**") not being available on the Commencement Date; and/or (ii) to move the Artwork and/or Interactive Campaign from the Initial Site to a replacement Advertising Site and/or Advertising Sign in the event of it becoming necessary at any time during the currency of this Agreement to do so for any reason whatsoever, provided that such alternative or replacement Advertising Site and/or Advertising Sign shall be of an equivalent value to the Initial Site, and the Rental Agreement shall be deemed amended accordingly upon such relocation. Should the **Client** not agree to the relocation for whatever reason, then **JCDecaux** will remove the Artwork from the Initial Site and this Agreement, only in so far as it relates to the Initial Site subject to the proposed relocation, shall terminate, and **JCDecaux** shall have no liability to the **Client** or the **Agency**.
12. Interest (Incidental) is levied on all overdue accounts at the rate of 2% above the prevailing prime overdraft rate of **JCDecaux's** bank. Presentation of any schedule of interest rates issued by said bank shall *prima facie* be sufficient proof of the interest rate applicable.
13. In the event that the Artwork, subsequent to its flighting/application, becomes obscured or is damaged to the extent that reasonable effect cannot be given to what is contemplated by this Agreement then in any such event **JCDecaux** shall have the right in its sole and absolute discretion to either:
 - 13.1.1 remove the obscuring or repair the damage in which event the **Client** shall not be obliged to effect payment of rentals for such period in excess of 5 (five) Business Days during which the Advertising Sign is inoperative as a result thereof or;
 - 13.1.2 cancel this Agreement in which event, save for any outstanding payments due by the **Client** to **JCDecaux**, all or any rights and obligations in terms hereof shall cease, however cancellation as contemplated in this clause 13.1.2 shall be in respect of the affected Advertising Site and/or Advertising Sign only and such cancellation shall not affect the remaining Advertising Sites and/or Advertising Signs contained in the Rental Agreement.
14. Should the **Client** default in payment, or breach any term of this Agreement (other than those which contain their own remedies in respect of such breaches), or should the **Client**: - 14.1 commit any act of insolvency, be placed in liquidation whether provisional or final or undergo business rescue proceedings or debt counselling or debt review or any similar process; or 14.2 attempt to effect an offer or compromise with its creditors or otherwise; or 14.3 suffer any judgement against it which remains unsatisfied for 20 (twenty) days from the date upon which same has been granted; or 14.4 fail to observe fully or perform properly and punctually any terms, stipulations, conditions and or obligations placed upon it or undertaken by it in terms hereof and fails to remedy such breach after having been given 7 (seven) days written notice to remedy such breach, then in such event **JCDecaux** shall be entitled either to cancel this Agreement, cease displaying the **Client's** Artwork and to claim payment of all or any amounts due in terms of this Agreement together with interest as referred to in clause 12 and damages to the value of 80% (eighty percent) of the full value of the incomplete portion of this Agreement and which amount the **Client** agrees and acknowledges represents **JCDecaux's** genuine pre-estimated and liquidated damages and the payment which **JCDecaux** is obliged to pay to its landlord(s) in terms of its lease, its loss of profits and the delay in having to re-let the applicable space, or enforce the provisions of this agreement by way of specific performance.
15. In the event of **JCDecaux** taking legal action to enforce any of the terms and conditions of this Agreement against the **Client**, then the **Client** undertakes to pay all expenses, which **JCDecaux** may incur, including costs of tracing the **Client**, 10% (ten percent) collection commission and all legal costs as between attorney and client.
16. To the maximum extent permitted by law, and without detracting from the rights afforded to **JCDecaux** elsewhere in this Agreement, the **Client** and **Agency** shall have no claim whether as damages, loss of profits, royalties or otherwise against **JCDecaux** arising from its failure, howsoever caused, to timely remove the Artwork on the Advertising Sign upon termination or expiration of the Agreement.
17. The Parties hereto consent to the jurisdiction of the Magistrate's Court notwithstanding the fact that the claim may exceed the jurisdiction of the Magistrate's Court in terms of Section 45 of Act 32 of 1944, as amended.
18. The **Client** shall not be entitled to cede any of its rights and obligations in terms of this Agreement without first obtaining the prior written consent of **JCDecaux**. Should **JCDecaux** consent in writing, **JCDecaux** may specify the terms and conditions under which it will permit the **Client** to cede its rights and obligations.

19. All notices in terms of this Agreement shall be in writing and sent by registered mail or email to the postal address or email address as the case may be of the addressee indicated in the Rental Agreement and unless proved to the contrary, will be deemed to have been received on the 10th (tenth) day after posting and on the date of transmission in the case of email correspondence.
20. This Agreement together with any annexure hereto constitutes the whole agreement between the Parties in respect of the subject matter of this Agreement and no variation or addition hereto shall be of any force or effect unless reduced to writing and signed by the Parties hereto and **JCDecaux** shall not be responsible for any undertaking, representation or warranty orally or otherwise which is not contained in this Agreement. For the purposes of this clause, "writing" shall exclude any written document that is in the form, either wholly or partly, of a data message as defined in the Electronic Communications and Transactions Act 25 of 2002, as amended or substituted.
21. **JCDecaux** reserves the right to decline the display of the **Client's** Artwork and/ or the Interactive Content or to cease display of the **Client's** Artwork and/ or the Interactive Content (if already displayed) without notice and (i) forthwith cancel this Agreement without prejudice to its rights or (ii) demand that the **Client** amend the Artwork and/ or the Interactive Content (at its own cost and expense) if, **JCDecaux** is of the sole opinion that the Artwork and/ or the Interactive Content is unsightly, obscene, offensive, discriminatory, objectionable, reflects unfavourably and/ or has a prejudicial effect on **JCDecaux**, prohibited by law, in breach of any third party intellectual property rights, contrary to public morality or of a contentious nature and/ or breaches **JCDecaux's** Group Code of Conduct for Out-of-Home display as amended from time to time and which can be found at <https://www.jcdecauxafrica.com/documents>. The **Client** and **Agency** shall indemnify and keep **JCDecaux** indemnified against any claim made by any third party arising from the foregoing including but not limited to any claim from End Users and any claims in relation to the Interactive Content and Artwork. Cancellation of the Agreement in terms of this clause 21 shall be without prejudice to any of **JCDecaux's** rights accrued up to the date of cancellation contemplated in this clause 21, including but not limited to **JCDecaux** claiming payment of all or any amounts due in terms of this Agreement together with interest as referred to in clause 12 and damages to the value of 80% (eighty percent) of the full value of the incomplete portion of this Agreement. If **JCDecaux** demands that the **Client** amend the Artwork and/ or the Interactive Content (at its own cost and expense) so that the Artwork and/ or the Interactive Content is no longer in breach of any of the foregoing (which will be determined solely by **JCDecaux**) then the **Client** shall forthwith comply with the demand but will still be liable to **JCDecaux** for the payment of rental for the period in which the Artwork and/ or the Interactive Content is being amended, and re-displayed and production costs (where applicable).
22. In the event of any governmental body lawfully requiring **JCDecaux** to remove from the Advertising Site either the Advertising Sign or the Artwork and/ or the Interactive Content, then **JCDecaux** shall have the option, without any liability to the **Client** or the **Agency**, to summarily terminate this Agreement upon written notification to such effect addressed to the **Client**.
23. **JCDecaux** shall make payment of those statutory charges lawfully imposed in respect of the Advertising Site by any ministry, local authority or other governmental or statutory body ("**the Authority**"). In the event that such statutory charges are lawfully increased by the Authority after the signature date of this Agreement, then, with effect from the date upon which any such increase becomes effective, and after giving the **Client** notice of such increase, **JCDecaux** reserves the right to increase the monthly rental payable by the **Client** by such amount by which the statutory charges have been increased and the **Client** shall be liable to make payment to **JCDecaux** of any such increase.
24. **Notwithstanding anything to the contrary contained herein, the Agency hereby binds itself jointly and severally with the Client in favour of JCDecaux for the due performance of any obligations of the Client and for the payment to JCDecaux by the Client of any amounts which may at any time become owing to JCDecaux by the Client from whatsoever cause arising and including, but without limiting the generality of the foregoing, any claims for damages, Artwork production and creative costs, rentals and actions against the Client.**
25. **JCDecaux may use credit bureaus to help it make decisions and by signing this Agreement the Client and Agency hereby acknowledge and agree for JCDecaux to perform credit checks on the Client and Agency through credit bureaus. The Client and Agency agree that JCDecaux may from time to time send information to the relevant credit bureaus regarding payment obligations in terms of this Agreement.**
26. **The Client hereby acknowledges that it is in a position to afford this debt.**
27. This Agreement shall be governed and construed in accordance with the laws of the Republic of South Africa.
28. In performing their respective obligations in terms of this Agreement, the Parties undertake to comply with any requirements imposed on them by any applicable laws relating to the protection of personal information, including the Protection of Personal Information Act, 4 of 2013, as amended.
29. The existence of this Agreement and the terms and conditions herein as well as pending discussions amongst the Parties are to be kept strictly confidential at all times by the **Client** and the **Agency**, their employees, officers and advisors and are not to be disclosed without the prior written approval of **JCDecaux**, unless required to do so in terms of the law. The obligations of the **Client** and the **Agency** as to disclosure and confidentiality shall commence on the Commencement Date and continue in full force and effect for the term of this Agreement, as well as for a period of 60 (sixty) months after the Expiry Date.
30. If any clause or term of this Agreement should be held to be invalid, unenforceable, defective or illegal for any reason whatsoever, then the remaining terms and provisions of this Agreement shall be deemed to be severable therefrom and shall continue in full force and effect unless such invalidity, unenforceability, defect or illegality goes to the root of this Agreement.