

## STANDARD GENERAL TERMS AND CONDITIONS

### 1. DEFINITIONS AND INTERPRETATION

- 1.1. In this Agreement, unless the context otherwise indicates:
- 1.1.1. **"Advertising Sign"** means any outdoor and/or indoor sign, including but not limited to billboard advertising light boxes, electronic messaging units, digital billboards, posters or any other structure (whether illuminated or not) erected or to be erected on Advertising Sites and more fully described in the Rental Agreement and/or in any annexures or schedules to this Agreement;
- 1.1.2. **"Advertising Site"** means that portion of the property on which the Advertising Sign(s) is situated and more fully described in the Rental Agreement and/or in any annexures or schedules to this Agreement;
- 1.1.3. **"Agency"** means the legal entity identified as such in the Rental Agreement and appointed/ mandated by the Client to enter into this Agreement with JCDecaux on behalf of the Client;
- 1.1.4. **"Agreement"** means the Rental Agreement together with these General Terms and Conditions and all annexures and schedules hereto;
- 1.1.5. **"Artwork"** means the image and any advertising materials, approved by the Client or Agency for display by JCDecaux in accordance with this Agreement;
- 1.1.6. **"Business Day"** means any day other than a Saturday, Sunday or officially recognised public holiday in the Republic of South Africa;
- 1.1.7. **"Client"** means the party identified as such in the Rental Agreement and shall be deemed to include its liquidators, trustees, nominees, successors in title and permitted assigns;
- 1.1.8. **"Commencement Date"** means the commencement date of the Agreement identified as "Proposal Start Date" in the Rental Agreement;
- 1.1.9. **"Duration"** means the period from the Commencement Date until the Expiry Date as set out in the Rental Agreement;
- 1.1.10. **"Expiry Date"** means the expiry date of the Agreement identified as "Proposal End Date" in the Rental Agreement;
- 1.1.11. **"Governmental Body"** means any country, any national body, any state, province, municipality, or subdivision of any of the foregoing, any governmental department, or any agency, court, entity, commission, board, ministry, bureau, locality or authority of any of the foregoing, or any quasi-governmental or private body exercising any regulatory, taxing, importing, exporting, or other governmental or quasi-governmental function;
- 1.1.12. **"In Charge Date"** means the date when the Artwork is actually displayed on the Advertising Sign by JCDecaux;
- 1.1.13. **"JCDecaux"** means JCDecaux South Africa (Pty) Ltd (Registration No. 2008/015266/07), a private company with limited liability duly incorporated under the laws of the Republic of South Africa, VAT Registration No. 4530254376;
- 1.1.14. **"Parties"** means collectively the Client, Agency (if applicable) and JCDecaux, and "Party" shall mean either of them as the context may so indicate;
- 1.1.15. **"Rental Agreement"** means the agreement as fully signed by the Parties, identified as the "Outdoor Advertising Order – Summary" with attached applicable "Outdoor Advertising Order – Bookings", to which these General Terms and Conditions are annexed;
- 1.1.16. **"VAT"** means Value-Added Tax, as levied in terms of the Value-Added Tax Act, No. 89 of 1991 as amended from time to time; and
- 1.2. The head notes to the paragraphs to this Agreement are inserted for reference purposes only and shall not affect the interpretation of any provisions to which they relate.
- 1.3. Words importing the singulars shall include the plural and vice versa and words importing one gender shall include the other genders and words importing persons shall include partnership and bodies corporate.
- 1.4. When any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a Saturday, Sunday or public holiday in which case the last day shall be the next day which is not a Saturday, Sunday or public holiday.
- 1.5. All reference to Agency in this Agreement shall be applicable only were 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.

### 2. THE AGREEMENT

The Parties hereby enter into an agreement for the supply of an Advertising Site for the display of the Client's Artwork on the Advertising Sign in accordance with those specifications contained in the Rental Agreement and otherwise subject to the provisions contained herein.

### 3. DURATION

- 3.1. This Agreement shall commence on the Commencement Date and, unless terminated earlier in accordance with the provisions of this Agreement, endure for the Duration, and shall automatically terminate on the Expiry Date unless renewed in accordance with the provisions of this clause 3.
- 3.2. Any Duration of 6 (six) months or longer shall be deemed a long-term booking ("**Long-Term Booking**"). For any Long-Term Bookings, should the Client wish to renew this Agreement for a further fixed period after the Duration, the Client or the Agency (on behalf of the Client) shall provide JCDecaux with written notice of intention to do so no less than 4 (four) months prior to the Expiry Date, failing which, (i) the Client's right to renew shall forthwith lapse, (ii) the Agreement will terminate at the Expiry Date and (iii) JCDecaux shall be entitled to, *inter alia*, immediately commence with marketing and selling of the Advertising Site to other third-parties.
- 3.3. Should the Client or Agency (on behalf of the Client) exercise the right to renew in terms of clause 3.2, the Parties will have 1 (one) month from the date on which the right of renewal was exercised to agree in writing on new terms and conditions for the renewal period, including, the monthly rental amount applicable for the renewal period, which monthly rental amount shall be based on JCDecaux's rate card prevailing at the time. In the absence of agreement as aforesaid, the Agreement shall not be renewed beyond the Expiry Date (entitling JCDecaux to *inter alia* commence with immediate marketing and selling of the Advertising Site to other third-parties) and will terminate on the Expiry Date.
- 3.4. After the Expiry Date, and in the absence of a renewal agreement signed by the Parties hereto, JCDecaux shall remove all Artwork from the Advertising Sign.
- 3.5. JCDecaux shall destroy all Artwork, unless a contrary instruction is indicated in the Rental Agreement.

- 3.6. Any Duration less than 6 (six) months shall be deemed a short-term booking ("**Short Term Booking**"). JCDecaux shall have no obligation to renew such Short Term Bookings and may commence with *inter alia* the marketing and selling of the Advertising Sites at any time. For any Short Term Bookings, should the Client wish to renew this Agreement for a further fixed period after the Duration, the Client or the Agency (on behalf of the Client) shall provide JCDecaux with written notice of its request to do so at any time during the Duration, and JCDecaux shall have the right to accept or decline such request at its sole and absolute discretion.

### 4. RENTAL

- 4.1. The monthly rental payable by the Client to JCDecaux shall be the amount recorded in the Rental Agreement, to which shall be added VAT;
- 4.2. Unless this Agreement is concluded through an accredited Agency as set out in clause 4.3 below payment shall become due monthly in advance.
- 4.3. 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.
- 4.4. Interest shall be payable on all overdue amounts at the prime commercial overdraft rate charged from time to time by First National Bank (a division of FirstRand Bank Limited), from due date to date of payment.
- 4.5. All payments shall be made without any deduction, demand or set off and shall be free of any Bank Exchange.
- 4.6. Subject to clause 9.6, the Client shall pay to JCDecaux the production and lighting costs, if applicable, which amount shall be paid on or before the Commencement Date.
- 4.7. JCDecaux shall make payment of those statutory charges lawfully imposed on the Advertising Site by any Governmental Body in the event that such statutory charges are lawfully increased by the Governmental Body after the Commencement 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.
- 4.8. **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 AFORESAID, ANY CLAIMS FOR DAMAGES, PRODUCTION AND LIGHTING COSTS, RENTALS AND ACTIONS AGAINST THE CLIENT.**

### 5. OBLIGATIONS OF THE CLIENT

- 5.1. The Client 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 of these General Terms and Conditions.
- 5.2. Without in any way detracting from the generality of the foregoing, such obligations shall include the following:-
- 5.2.1. Where it retains for itself the obligation to manufacture the Artwork, it shall ensure that such Artwork is manufactured and delivered to such place as may be specified by JCDecaux by no later than 10 (ten) Business Days prior to the Commencement Date in order that JCDecaux may timeously attend to such matters as may be necessary for the purpose of timeous lighting of the Artwork;
- 5.2.2. Where it contracts with JCDecaux to attend to the production of the Artwork, it shall ensure that JCDecaux is provided with the necessary Artwork as per JCDecaux's specifications at least 10 (ten) Business Days prior to the Commencement Date;
- 5.2.3. The Client shall be liable for the monthly rental on the Commencement Date notwithstanding any late delivery by the Client of either the Artwork or the Artwork specifications, as the case may be;
- 5.2.4. To timeously pay to JCDecaux all amounts due by it in terms of this Agreement, including production and lighting costs, where applicable;
- 5.2.5. To otherwise timeously discharge all its remaining obligations to JCDecaux either as recorded herein or in law.
- 5.3. The Client and Agency hereby:-
- (a) grants to JCDecaux, a non-exclusive, royalty-free, fully paid up, transferable and sublicensable license during and after the term of the Agreement to display, reproduce and use a depiction of the Artwork on the Advertising Sign for the purposes of marketing the Advertising Sign for JCDecaux's own account and benefit on any of its marketing materials, including, but not limited to, any trade press and/or brochures and/or as part of its product portfolio catalogues;
- (b) undertakes that it has all necessary authority and approvals to grant the license referred to in clause 5.3 (a) in respect of the Artwork to JCDecaux.

### 6. OBLIGATIONS OF JCDECAUX

- 6.1. JCDecaux shall generally use its best endeavours to make available to the Client the Advertising Site for the purpose of giving effect to what is contemplated by those provisions contained in the Rental Agreement.
- 6.2. Without in any way detracting from the generality of the foregoing such obligations shall include the following:-
- 6.2.1. Where contracted by the Client to attend to the production of the Artwork it shall ensure that such Artwork complies in all respects with the written instruction received by it from the Client.
- 6.2.2. To make available the Advertising Site so as to ensure that there are no unreasonable delays in the Commencement Date;
- 6.2.3. To generally maintain the Advertising Site and the Artwork. JCDecaux shall however not be liable to maintain the Artwork where any deterioration to the Artwork is caused by inferior products requested or provided by the Client. Any damage to the Advertising Sign or Artwork shall only be covered if it relates to an act of God or other damages which is covered by the insurers of JCDecaux.
- 6.2.4. In the case of illuminated Advertising Signs, to ensure the uninterrupted supply of electricity for such purpose, provided that JCDecaux shall not

- be responsible for any interruption in the supply of electricity, where such interruption is caused by any cause beyond its control, including but not limited to interruption caused by load shedding or power outages.
- 6.3 Notwithstanding the foregoing, JCDecaux reserves to itself the right:-
- 6.3.1 to allocate to the Client an alternative Advertising Site in the event of the Advertising Site specified in the Rental Agreement not being available on the Commencement Date; and/or
- 6.3.2 to move the Artwork 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 Advertising Site and/or Advertising Sign originally chosen by the Client. To the extent that the Client does not agree that the alternative or replacement Advertising Site and/or Advertising Sign chosen by JCDecaux is of an equivalent value to the Advertising Site and/or Advertising Sign originally chosen by the Client, then JCDecaux shall have the option to summarily terminate this Agreement on written notice to the Client, however termination as contemplated in this clause 6.3.2 shall be in respect of the affected Advertising Site and/or Advertising Sign only and such termination shall not affect the remaining Advertising Sites and/or Advertising Sign forming part of this Agreement.
- 7. WARRANTIES AND INDEMNITIES**
- 7.1. The Client and Agency provides JCDecaux with the following warranties in relation to the Artwork:-
- 7.1.1. it complies in all respects with the requirements of the Advertising Regulatory Board of South Africa (ARB), the ARB Code of Advertising Practice and Part E of the Consumer Protection Act 68 of 2008;
- 7.1.2. the Artwork will NOT be obscene, offensive, discriminatory, indecent, contrary to public morality, of a contentious nature, unsightly or objectionable, reflects unfavourably and/or has a prejudicial effect on JCDecaux, or prohibited by:- (a) law, (b) any agreement concluded between JCDecaux and any third party(ies) including but not limited to lease agreements with landlords, (c) any regulation, (d) any Governmental Body, (e) any other authority with relevant powers to which JCDecaux submits, (f) 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>;
- 7.1.3. it has such authority as may be required in order to legitimately flight the Artwork in that manner and style contemplated by this Agreement, including, where applicable, the authority of any individuals depicted thereon;
- 7.1.4. JCDecaux does not breach the copyright or other similar rights vesting in any third party; and
- 7.1.5. such display will not contravene any by-law or statute.
- 7.2. To such extent as may be necessary, the Client and the Agency hereby indemnify JCDecaux against any claim of whatsoever nature that may be brought against it as a consequence of a breach by the Client or Agency of such warranties, including those costs reasonably incurred by JCDecaux in opposing such claim.
- 7.3. Notwithstanding anything to the contrary contained herein, should JCDecaux in its sole opinion believe or suspect that the Client and/or Agency is in breach of any of the foregoing warranties then, notwithstanding the indemnity provided for in clause 7.2 above, JCDecaux may decline to authorise the flighting of the Artwork, or if the Artwork is already flighted, remove (and keep removed) such Artwork without notice of any kind, until such time as the Client:- (a) is able to satisfy JCDecaux to the contrary, or (b) has modified the Artwork at its own cost and within the time period specified by JCDecaux, so that the Artwork is commercially and legitimately acceptable and no longer in breach of the warranties, or (c) has completely replaced the Artwork at its own cost, and within the time period specified by JCDecaux, so that the Artwork is commercially and legitimately acceptable and no longer in breach of the warranties. In these circumstances, JCDecaux shall in its sole and absolute discretion determine whether or not the modified or replacement Artwork is commercially and legitimately acceptable and no longer in breach of the warranties. The Client shall still remain liable to JCDecaux for the payment of rental and all other amounts from the Commencement Date until the date upon which the Artwork was removed in terms of this clause 7.3, and neither the Client nor Agency shall have any claim whatsoever against JCDecaux arising from the removal or non-flighting of the Artwork or otherwise. The foregoing is in addition, and without prejudice to, any of JCDecaux's rights in terms hereof, or in law, including its rights available to it in terms of the common law.
- 7.4. It is acknowledged by the Parties that any advertising is subject to the approval of the Landlord of the Advertising Site. In the event of the Landlord objecting, JCDecaux shall reserve to itself the rights contained in clause 6.3 above, or to summarily terminate this Agreement and remove the Artwork upon written notification to such effect addressed to the Client.
- 7.5. The Client and Agency hereby indemnifies JCDecaux against any claim of whatsoever nature, including those costs incurred by JCDecaux in opposing such claim, that may be brought against it as a consequence of any claim made by any third party that the Artwork, constitutes an infringement of any copyright or trademark, either in the Republic of South Africa or in any other jurisdiction, and/or for any claim made by any third party that contests JCDecaux's rights in terms of the license granted in clause 5.3 above.
- 8. LIMITATION OF JCDECAUX'S LIABILITY**
- 8.1. In addition to the other limitations imposed in this Agreement, the liability of JCDecaux to the Client and Agency for non-performance of its obligations in terms of this Agreement shall be limited in the following respects:
- 8.1.1. Where the operations of the Agreement is suspended, varied or cancelled as a consequence of any force majeure or an act of God, or as a consequence of a strike, lock-out, legal restriction or civil disturbance, or for any other reason beyond JCDecaux's control, the Client and Agency shall have no claim whatsoever against JCDecaux;
- 8.1.2. Where any act or omission on the part of JCDecaux directly results in a delay between the Commencement Date and the In charge Date in excess of 10 (ten) Business Days, JCDecaux's liability to the Client shall be limited to a remission in rental for the period of such delay;
- 8.1.3. Where the Artwork is displayed otherwise than in accordance with the Client's written instructions or, following such display, is damaged as a result of any negligent act or omission on the part of JCDecaux, and the Client serves upon JCDecaux written notice requiring it to attend to the necessary correction or repair then;
- 8.1.3.1. Where this is completed by JCDecaux within 10 (ten) Business Days of receipt by it of such notification, the Client shall have no claim against JCDecaux whatsoever; and
- 8.1.3.2. Where this is completed outside of such period, the Client's claim shall be limited to a remission in rental for the period calculated from the date of receipt of such notification until the date of completion of such correction or repair by JCDecaux; and
- 8.1.3.3. Where in the case of an illuminated Advertising Sign, such illumination is completely interrupted as a consequence of any interruption in the supply of electricity required therefore in circumstances for which JCDecaux can be held directly accountable, or as a consequence of any damage to or the destruction of the illuminations apparatus, and such illumination is not restored within 10 (ten) Business Days of the circumstances of such interruption being brought to the attention of JCDecaux in writing, then the Client's remedy against JCDecaux shall be limited to a 25% (twenty five percent) remission in rental for the period of such interruption exceeding the aforementioned 10 (ten) Business Days period.
- 8.2. In the event that the Artwork, subsequent to its flighting, 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:
- 8.2.1 remove the obscurity 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;
- 8.2.2 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 8.2.2 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.
- 8.3. Notwithstanding anything to the contrary contained herein, in the event of this Agreement being cancelled by JCDecaux in accordance with its rights as recorded herein, the Client shall have no claim against JCDecaux for the recovery of any amount arising from such cancellation, whether as damages, loss of profits or otherwise.
- 8.4. 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 timeously remove the Artwork on the Advertising Sign upon termination or expiration of the Agreement. The Client and Agency shall indemnify and keep JCDecaux indemnified against any claim made by any third party arising from the foregoing.
- 9. PRODUCTION AND FLIGHTING**
- 9.1. Save where specifically agreed between the Parties to the contrary, JCDecaux shall undertake the production and flighting of the Artwork, and in which event the general obligations of the Parties as recorded in clause 5 and 6 above shall apply.
- 9.2. In addition to such general obligations, the Client shall bear JCDecaux's costs either as agreed in writing or as may be reasonable in the circumstances, in connection with such production and flighting, payment of which shall be made by the Client, without deduction or demand or set-off upon receipt by it of JCDecaux's relevant tax invoice.
- 9.3. JCDecaux will only flight the Artwork once an order has been received, processed and approved by JCDecaux. Should the production of the Artwork be outsourced to a third party, JCDecaux will not be held liable for any defects, errors, vandalism or damage to the Artwork. Should the third-party producer not provide JCDecaux with the Artwork in the correct format and standard, timeously, JCDecaux will not be liable for any delay in flighting the Artwork.
- 9.4. JCDecaux reserves the right to impose a 'backtracking' penalty should the Artwork not be delivered to JCDecaux timeously and in the correct format, to the satisfaction of JCDecaux.
- 9.5. All production and flighting quotations are exclusive of VAT and are valid for 30 (thirty) days from the date issued by JCDecaux.
- 9.6. In the event that the Client has an account loaded with JCDecaux, payment in respect of production and flighting, shall be due within 30 (thirty) days from the date of invoice, otherwise payment in full is required upon presentation of the invoice. Cash and EFT payment will only be deemed to have been made once the invoiced amount reflects in JCDecaux's bank account. JCDecaux will only commence production once these payment terms have been met.
- 9.7. Whilst the Client is entitled to rely upon such warranties as may exist under common law in connection with JCDecaux's workmanship in the aforementioned production and flighting process, it is recorded that by agreement between the Parties this is limited to the production and flighting of standard Artwork only, and that by reason of their nature and their exposure to the elements, any Artwork which is not standard either in form or method of attachment, as in the case but not limited to those containing cut outs or appendages, shall be specifically excluded from the operations of such warranties.
- 9.8. All Artwork must be produced to the overall size which excludes a 50mm bleed. For graphic prints, the Artwork must be produced to the overall size which excludes a 100mm bleed.
- 9.9. Proof of flighting of the Artwork shall, on prior written request, be made available by JCDecaux 7 (seven) to 10 (ten) Business Days after flighting.
- 10. DIGITAL MEDIA ADVERTISING**
- 10.1. In the event of Digital Media Advertising the following shall apply:-
- 10.1.1. 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
- 10.1.2. The Artwork shall be displayed on the Advertising Sign on the basis of the units, period and frequency set out in the Rental Agreement or the Schedule hereto.
- 10.1.3. JCDecaux shall, if required by the Client, prepare the initial animation of graphics for the Artwork at the cost indicated 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 a 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.

10.1.4. 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.

10.1.5. 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 been in fact displayed.

#### 11. GAUTRAIN STATION ADVERTISING

11.1. JCDecaux records that it operates the sole and exclusive rights to provide advertising opportunities at the Gautrain Stations and other areas.

11.2. JCDecaux reserves the right to transfer the Client's Artwork to another Gautrain Station, as and when they open, subject to the condition that an equal amount of Advertising Signs will be kept as per the original agreed package.

11.3. Should the Client not concur with the transfer aforesaid, the Client may cancel this Agreement on 30 (thirty) days written notice to JCDecaux. Should this Agreement encompass more than one Advertising Sign then the cancellation contemplated in this clause will be in respect of that particular Advertising Sign only and shall not affect the remaining Advertising Signs.

11.4. JCDecaux shall be solely responsible to produce the Artwork on behalf of the Client.

11.5. The Client must deliver the necessary Artwork as per JCDecaux's reproduction specifications at least 4 (four) weeks prior (or as mutually agreed) to the Commencement Date.

11.6. Upon receipt of the Artwork aforesaid, and provided that the rental set out in the Rental Agreement is not a production inclusive media price, JCDecaux, undertakes to furnish the Client with an invoice for:-

11.6.1. the production cost of the Client's Artwork;

11.6.2. the flighting charge of the Client's Artwork; and

11.6.3. the removal cost of the Client's Artwork should the Duration be less than 90 (ninety) days.

11.7. JCDecaux will commence charging the monthly rental on the Commencement Date notwithstanding any late delivery of Artwork by the Client.

11.8. Production of the Artwork will only commence on receipt of a written order and print ready Artwork signed off by the Client.

#### 12. TERMINATION

In the event of any Governmental Body lawfully requiring JCDecaux to remove from the Advertising Site either the Advertising Sign or the Artwork, then JCDecaux shall have the option to summarily terminate this Agreement upon written notification to such effect addressed to the Client.

#### 13. BREACH

13.1. In the event of either of the Parties committing a breach of any of the terms and conditions of this Agreement, and, unless otherwise specifically provided for herein, failing to remedy such breach within 7 (seven) days of receipt of notice from the other Party calling upon it to do so then that Party shall be entitled, without prejudice to any other right which it may have, to either:

13.1.1. Enforce the provisions of this Agreement; or

13.1.2. Cancel this Agreement, in either event without prejudice to such rights that it may have to claim damages arising as a result of such breach.

13.2. In the event of JCDecaux cancelling this Agreement due to a breach by the Client, JCDecaux shall be entitled to claim as liquidated damages all rentals that would be due until the expiry of this Agreement in the normal course of events.

13.3. In the event of JCDecaux having to instruct an Attorney in connection with any breach by the Client or Agency, the Client and Agency shall be liable for all legal costs as between Attorney and own client, including collection commission.

13.4. Should the Client and/or Agency:

13.4.1 fail to satisfy a judgment against it within 14 (fourteen) Business Days after becoming aware of the judgment, except that if the Client and/or Agency provides evidence on an ongoing basis to the satisfaction of JCDecaux that steps have been initiated in good faith within the 14 (fourteen) Business Days to appeal, review or rescind the judgment and to procure suspension of execution and that such steps are being expeditiously pursued, the period of 14 (fourteen) Business Days shall run from the date the judgment becomes final or the attempt to procure suspension of execution fails;

13.4.2 takes steps to place itself, or is placed, in liquidation, whether voluntary or compulsory, or in judicial management or under supervision pursuant to Business Rescue proceedings, in any case whether provisionally or finally; or takes steps to deregister itself or is deregistered by the Registrar of Companies for any reason whatsoever;

then, JCDecaux shall be entitled to summarily cancel this Agreement, remove the Artwork and to claim payment of all amounts due in terms of this Agreement together with any damages sustained or may in the future sustain as a result of the foregoing.

#### 14. AMENDMENTS

This Agreement embodies the entire understanding of the Parties and there are no terms, conditions or warranties, whether express or implied, which are binding on the Parties other than these contained herein, and any amendment hereto shall not be binding on the Parties unless reduced to writing and signed by all Parties affected by such amendment. 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.

#### 15. INDULGENCES

In the event of any Party hereto allowing any other Party any leniency, extension of time or indulgence, this shall be without prejudice to the rights of the Party granting such leniency, extension of time or indulgence, who shall be entitled to enforce its rights hereof at any time.

#### 16. NOTICES

16.1. The Parties choose as their *domicilia citandi et executandi* for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature, the addresses set out on the face of the Agreement.

16.2. Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing but it shall be competent to give notice by email and/or fax provided that such email address and/or fax number has been specifically provided by the Party on the front page of this Agreement.

16.3. Either Party may by notice to the other Party change the physical address chosen as its *domicilium citandi et executandi* to another physical address where postal delivery occurs or its postal address or its email address or fax number, provided that the change shall become effective on the 5th (fifth) Business Day from the deemed receipt of the notice by the other Party.

16.4. Any notice to a Party:

16.4.1. sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to it at an address chosen as its *domicilium citandi et executandi* to which post is delivered shall be deemed to have been received on the 5th (fifth) Business Day after posting (unless the contrary is proved); or

16.4.2. delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its *domicilium citandi et executandi* shall be deemed to have been received on the day of delivery; or

16.4.3. sent by email or fax to its chosen email address or fax number, shall be deemed to have been received on the date of despatch (unless the contrary is proved).

16.5. Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a Party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.

#### 17. GENERAL

17.1. This Agreement shall be governed and construed in accordance with the laws of the Republic of South Africa.

17.2. 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.

17.3. JCDecaux may use credit bureaus to help it make decisions and by signing this Agreement the Client and/or Agency hereby acknowledges and agrees for JCDecaux to perform credit checks on the Client and/or Agency through credit bureaus. The Client and/or Agency agrees that JCDecaux may from time to time send information to the relevant credit bureaus regarding its payment obligations in terms of this Agreement.

17.4. The Client hereby acknowledges that it is in a position to afford this debt.

17.5. The existence of this Agreement and the terms and conditions proposed 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 Duration of this Agreement, as well as for a period of sixty (60) months after the Expiry Date.

17.6. 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.