

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement, unless the context otherwise indicates:

- 1.1.1. **"Activation Campaigns"** means a Client advertising campaign conducted through JCDecaux's activation division exhibited 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 media or advertising exposure as further set out in Appendix 2;
- 1.1.2. **"Advertising Sign"** means any outdoor and/or indoor sign, including but not limited to billboard advertising light boxes, static billboards, electronic messaging units, retail signs, digital billboards, posters or any other advertising 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 annexes or schedules to this Agreement;
- 1.1.3. **"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 annexes or schedules to this Agreement;
- 1.1.4. **"Agreement"** means the Rental Agreement together with these General Terms and Conditions and all annexes, appendices, and schedules hereto;
- 1.1.5. **"Artwork"** means the image and any advertising materials in whatever form including those utilised in Interactive Content and Activation Campaigns, approved by the Client 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 "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 "End Date" in the Rental Agreement;
- 1.1.11. **"Flighting Charges"** means the flighting charges payable to JCDecaux as set out in the Rental Agreement;
- 1.1.12. **"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;
- 1.1.13. **"In Charge Date"** means the date when the Artwork is actually displayed on the Advertising Sign by JCDecaux;
- 1.1.14. **"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 media or advertising exposure;
- 1.1.15. **"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;
- 1.1.16. **"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;
- 1.1.17. **"Media Charges"** means the monthly media charges payable to JCDecaux as set out in the Rental Agreement;
- 1.1.18. **"Parties"** means collectively the Client and JCDecaux, and **"Party"** shall mean either of them as the context may so indicate;
- 1.1.19. **"Production Charges"** means the production charges payable to JCDecaux as set out in the Rental Agreement;
- 1.1.20. **"Rental Agreement"** means the agreement, identified as the "Outdoor Advertising Order - Summary / Advertising Rental Agreement" with attached applicable "Outdoor Advertising Order – Bookings", to which these General Terms and Conditions form part of;
- 1.1.21. **"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. The Client represents and warrants to JCDecaux that it has the authority to enter into this Agreement and is duly authorised, has full capacity and authority and all the necessary licences, permits and consents to enter into and perform in terms of this Agreement, including, to the extent necessary, that of any third party advertiser and of any individuals depicted on the Artwork.

2. THE AGREEMENT

The Parties hereby enter into this Agreement for the supply of an Advertising Site by JCDecaux for the display of the Client's Artwork and/or Interactive Content on the Advertising Sign and/or for JCDecaux to implement the Activation Campaigns for the Client for exhibition of the Client's Artwork all in accordance with those specifications contained in the Rental Agreement and otherwise subject to the provisions contained herein and the specific terms and conditions applicable to retail Advertising Signs as set out in Appendix 1 and Activation Campaigns as set out in Appendix 2.

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, and Appendix 1 with regard to retail Advertising Signs.
- 3.2. With the exception of retail Advertising Signs, 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 shall provide JCDecaux with written notice of its 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 on 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 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 Media Charges, Production Charges and Flighting Charges applicable for the renewal period, which monthly Media Charges, Production Charges and Flighting Charges 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. The Client may terminate this Agreement, or this Agreement in respect of one or more Advertising Site(s) and/or Advertising Sign(s) only, by giving JCDecaux 3 (three) calendar months' prior written notice of its intention to so terminate. Once the aforesaid notice has been received by JCDecaux, it shall be in effect. During the aforementioned notice period, the Client shall continue to be liable for the payment of applicable Media Charges, Production Charges and Flighting Charges. Should the Client intend on terminating this Agreement in respect of one or more Advertising Site(s) and/or Advertising Sign(s) only, such termination shall not affect any remaining Advertising Site(s) and/or Advertising Sign(s) forming part of this Agreement.
- 3.5. 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.
- 3.6. JCDecaux shall dispose of all Artwork, unless a contrary instruction is indicated in the Rental Agreement. Any disposal costs shall be borne by the Client.
- 3.7. With the exception of retail Advertising Signs, any Duration less than 6 (six) months shall be deemed a short-term booking ("**Short-Term Booking**") and clauses 3.2 and 3.3 shall not apply to Short-Term Bookings. JCDecaux may commence with *inter alia* the marketing and selling of the Advertising Sites applicable to Short-Term Bookings 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 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.
- 3.8. The Client's attention is drawn to the renewal provisions in respect of retail Advertising Signs as further set out in Appendix 1.

4. CHARGES

- 4.1. The monthly Media Charges payable by the Client, and/or the applicable third party as set out in the Rental Agreement, to JCDecaux shall be the amount recorded in the Rental Agreement, to which shall be added VAT;
- 4.2. JCDecaux shall render invoices in respect of such Media Charges monthly in advance, with payment due by the

Client and/or the applicable third party as set out in the Rental Agreement within 30 (thirty) days of the date of invoice. Where the liability for payment of the Media Charges, Production Charges and/or Flighting Charges are required to be paid by any specific third party/parties as set out in the Rental Agreement, the Client hereby authorises JCDecaux to invoice such third party/parties directly. Without prejudice to any of JCDecaux's rights in terms hereof or in law, any arrears, penalties, cancellation fees or bank charges will be payable by such third party/parties to JCDecaux on presentation of an invoice therefor and in accordance with the terms and conditions contained therein.

- 4.3. 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. Without prejudice to any of JCDecaux's rights in terms hereof or in law, any arrears, penalties, cancellation fees or bank charges will also be payable by the Client and/or the applicable third party as set out in the Rental Agreement to JCDecaux on demand on presentation of an invoice therefor and in accordance with the terms and conditions contained therein.

- 4.4. All payments shall be made without any deduction, demand or set off and shall be free of any bank exchange.
- 4.5. The Client, and/or the applicable third party as set out in the Rental Agreement, agrees to pay the full Flighting Charges of the Artwork as set out in the Rental Agreement, including the Flighting Charges applicable to any alterations to or replacements of the Artwork to be applied to the Advertising Sign after final approval of the Artwork is given by the Client, and for which a separate invoice will be issued by JCDecaux and shall be payable in terms of clause 4.6.

- 4.6. Subject to clause 9.5, the Client, and/or the applicable third party as set out in the Rental Agreement, shall pay to JCDecaux the Production Charges and Flighting Charges and any other costs either as agreed in writing or as may be reasonable in the circumstances, in connection with such production and flighting, which amounts shall be paid on or before the Commencement Date or on presentation of an invoice by JCDecaux.

- 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 Media Charges payable by the Client and/or the applicable third party as set out in the Rental Agreement by such amount by which the statutory charges have been increased and the Client and/or the applicable third party as set out in the Rental Agreement shall be liable to make payment to JCDecaux of any such increase.

- 4.8. **NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE CLIENT HEREBY BINDS ITSELF JOINTLY AND SEVERALLY WITH ALL THIRD PARTY/PARTIES SET OUT IN THE RENTAL AGREEMENT IN FAVOUR OF JCDECAUX FOR THE DUE AND PUNCTUAL PERFORMANCE OF ANY OBLIGATIONS OF SUCH THIRD PARTY/PARTIES AND FOR THE PAYMENT TO JCDECAUX BY SUCH THIRD PARTY/PARTIES OF ANY AMOUNTS WHICH MAY AT ANY TIME BECOME OWING TO JCDECAUX BY SUCH THIRD PARTY/PARTIES FROM WHATSOEVER CAUSE ARISING AND INCLUDING, BUT WITHOUT LIMITING THE GENERALITY OF THE AFORESAID, ANY CLAIMS FOR DAMAGES, PRODUCTION CHARGES, FLIGHTING CHARGES, MEDIA CHARGES AND ACTIONS AGAINST SUCH THIRD PARTY/PARTIES.**

- 4.9. **IN THE EVENT THAT ANY OF THE PAYMENT OBLIGATIONS AS SET OUT IN THE RENTAL AGREEMENT HAVE BEEN DELEGATED BY THE CLIENT TO ANY THIRD PARTY/PARTIES, THE CLIENT UNDERTAKES TO ENSURE THAT ALL SUCH THIRD PARTY/PARTIES COMPLY AT ALL TIMES WITH ALL APPLICABLE OBLIGATIONS UNDER THIS AGREEMENT INCLUDING THE PAYMENT OBLIGATIONS. NOTWITHSTANDING THE FOREMENTIONED, THE CLIENT UNDERTAKES TO REMAIN FULLY LIABLE TO AND RESPONSIBLE TOWARDS JCDECAUX FOR ANY ACTS AND/OR OMISSIONS AND INDEBTEDNESS OF SUCH THIRD PARTY/PARTIES AND AGREES TO FULLY INDEMNIFY JCDECAUX IN THIS REGARD. A BREACH BY ANY OF THE THIRD PARTY/PARTIES OF THE DELEGATED OBLIGATIONS IN TERMS OF THIS AGREEMENT SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT BY THE CLIENT ENTITLING JCDECAUX TO INTER ALIA SEEK REDRESS FROM THE CLIENT DIRECTLY SHOULD IT ELECT TO DO SO.**

5. OBLIGATIONS OF THE CLIENT

- 5.1. The Client shall ensure that it complies with the terms and conditions of this Agreement and it 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.
- 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 flighting 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, and/or the applicable third party as set out in the Rental Agreement, shall be liable for the monthly Media Charges 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, and/or ensure that the applicable third party/parties as set out in the Rental Agreement pay, all amounts due by it/them in terms of this Agreement, including Production Charges and Flighting Charges (including any alterations to or replacements of the Artwork), where applicable;
- 5.2.5. To otherwise timeously discharge all its remaining obligations to JCDecaux as recorded herein.
- 5.3. The Client hereby:
- (a) grants to JCDecaux, a non-exclusive, royalty-free, fully paid up, transferable and sublicenseable 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.
- 5.4. All Activation Campaigns shall, in addition to the terms and conditions of this Agreement, be subject to JCDecaux's specific terms and conditions applicable to Activation Campaigns, annexed hereto as Appendix 2.

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. 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; and
- 6.2.4. In the case of illuminated/digital 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, cable theft, 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 and without liability, 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 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, and (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 therein;
- 7.1.4. JCDecaux does not breach the copyright or other intellectual property rights vesting in any third party; and
- 7.1.5. such display will not contravene any by-law or statute.
- 7.2. The Client hereby indemnifies JCDecaux against any claim of whatsoever nature that may be brought against JCDecaux as a consequence of a breach by the Client of such warranties, including those costs reasonably incurred by JCDecaux in opposing such claim.
- 7.3. Should JCDecaux in its sole opinion believe or suspect that the Client 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 (collectively "**Remedial Steps**"). 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. For the avoidance of doubt, the Client, and/or the applicable third party as set out in the Rental Agreement, shall remain liable to JCDecaux for the payment of Media Charges and all other amounts from the Commencement Date until any of the Remedial Steps are implemented to JCDecaux's satisfaction, and the Client shall not 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.
- 7.4. Notwithstanding clause 7.3 above, JCDecaux reserves the right to summarily terminate this Agreement, whether in whole or in part, and remove the Artwork upon written notification to such effect addressed to the Client at any time should JCDecaux in its sole opinion believe or suspect that the Client is in breach of any of the warranties set out in clause 7.1 above. The Client shall not have any claim whatsoever against JCDecaux arising from such termination. Termination of the Agreement in terms of this clause 7.4 shall be without prejudice to any of JCDecaux's rights accrued up to the date of termination contemplated in this clause 7.4, including but not limited to JCDecaux claiming payment of all or any amounts due in terms of this Agreement together with interest and as liquidated damages, all Media Charges that would be due until the expiry of this Agreement in the normal course of events, which amount the Client agrees and acknowledges represents JCDecaux's genuine pre-estimated and liquidated damages.
- 7.5. 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 and the Client shall not have any claim whatsoever against JCDecaux arising from such termination.
- 7.6. The Client hereby indemnifies JCDecaux against any claim of whatsoever nature, including those costs incurred by JCDecaux in opposing such claim, that may be brought against JCDecaux as a consequence of any claim made by any third party that the Artwork, constitutes an infringement of any copyright, patent, trademark or any other intellectual property rights, 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 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 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 Media Charges for the affected Advertising Sign only 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 Media Charges for the affected Advertising Sign only 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 Media Charges for the affected Advertising Sign only 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 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 in which event the Client, and/or the applicable third party as set out in the Rental Agreement, shall not be obliged to effect payment of Media Charges for the affected Advertising Sign only for such period in excess of 5 (five) Business Days during which the affected 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, and/or the applicable third party as set out in the Rental Agreement, 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 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 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 clauses 5 and 6 above shall apply. The Client and/or the applicable third party as set out in the Rental Agreement, agrees to pay the full Production Charges and Flighting Charges of the Artwork, including any alterations to or replacements of the Artwork to be applied to the Advertising Sign after final approval of the Artwork is given by the Client, and for which a separate invoice will be issued by JCDecaux.
- 9.2. 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.
- 9.3. 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.
- 9.4. All production and flighting quotations are exclusive of VAT and are valid for 30 (thirty) days from the date issued by JCDecaux.
- 9.5. 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 in terms of clause 4.6. Payments 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. Except where expressly provided for in this Agreement to the contrary, JCDecaux accepts no liability for any damage, theft, vandalism, deterioration, defects, destruction, loss, content, quality etc. of the Artwork howsoever caused.
- 9.7. 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.

- 9.8. Proof of flighting of the Artwork shall, on prior written request, be made available by JCDecaux within a reasonable period after flighting.

10. **DIGITAL MEDIA ADVERTISING**

- 10.1. The Client shall at least 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, 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 slot structures, spots per booked days and spot length 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 Media Charges 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.
- 10.2. 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 revised animation 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.
- 10.3. 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.
- 10.4. 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 Media Charges 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.
- 10.5. 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, cable theft, or power outages.

11. **GAUTRAIN STATION ADVERTISING**

- 11.1. 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.
- 11.2. 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.
- 11.3. JCDecaux shall be solely responsible to produce the Artwork on behalf of the Client.
- 11.4. 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.
- 11.5. Upon receipt of the Artwork aforesaid, and provided that the Media Charges set out in the Rental Agreement is not a production inclusive media price, JCDecaux, undertakes to furnish the Client with an invoice for:-
 - 11.5.1. the Production Charges of the Client's Artwork;
 - 11.5.2. the Flighting Charges of the Client's Artwork; and
 - 11.5.3. the removal cost of the Client's Artwork should the Duration be less than 90 (ninety) days.
- 11.6. JCDecaux will commence charging the monthly Media Charges on the Commencement Date notwithstanding any late delivery of Artwork by the Client.
- 11.7. Production of the Artwork will only commence on receipt of a written order and print ready Artwork signed off by the Client.

12. **TERMINATION**

12. In the event of any Governmental Body lawfully requiring JCDecaux to remove from the Advertising Site either the Advertising Sign or the Artwork or both, then JCDecaux shall have the option to summarily terminate this Agreement upon written notification to such effect addressed to the Client and the Client shall not have any claim whatsoever against JCDecaux arising from such termination.

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 from the Client as liquidated damages, and in addition to all other amounts owing to JCDecaux in terms of this Agreement, all Media Charges that would be due until the expiry of this Agreement in the normal course of events 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.
- 13.3. In the event of JCDecaux having to instruct an attorney in connection with any breach by the Client, the Client shall be liable for all legal costs as between attorney and own client, including collection commission.
- 13.4. Should the Client:
 - 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 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**

14. 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 duly authorised representatives of all Parties affected by such amendment.

15. **INDULGENCES**

15. 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 in the Rental 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 provided that such email address has been specifically provided by the Party in the Rental 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, 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 to its chosen email address, 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. JCDecaux's Privacy Framework can be found at <https://www.jcdecauxafrica.com/jcdecaux-privacy-framework>. The Client accepts that JCDecaux will process its personal information in accordance with JCDecaux's Privacy Framework.
- 17.3. JCDecaux may use credit bureaux to help it make decisions and by signing this Agreement the Client hereby acknowledges and agrees for JCDecaux to perform credit checks on the Client through credit bureaux. The Client agrees that JCDecaux may from time to time send information to the relevant credit bureaux regarding its payment obligations in terms of this Agreement.
- 17.4. The Client hereby acknowledges that it, and/or the applicable third party as set out in the Rental Agreement, 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, its 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 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. The Client shall ensure that the applicable third party(ies) set out in the Rental Agreement similarly comply with such confidentiality obligations as contained in this clause 17.5.
- 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.
- 17.7. The Client shall not be entitled to cede or assign or transfer any of their 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 and assign its rights and obligations.

APPENDIX 1: RETAIL ADVERTISING SIGNS SPECIFIC TERMS AND CONDITIONS

In addition to the General Terms and Conditions, the following specific terms and conditions shall also apply to retail Advertising Signs:

- The Agreement in relation to retail Advertising Signs shall automatically renew for a further fixed period of 12 (twelve) months commencing immediately after the Expiry Date, unless the Client provides JCDecaux with a written notice of its intention not to renew by no later than 2 (two) months ("**Termination Notice**") prior to the Expiry Date. Should no Termination Notice be received by JCDecaux timeously, the Agreement in respect of retail Advertising Signs shall be automatically renewed on the same terms and conditions, save for the monthly Media Charges for the retail Advertising Signs, which shall be automatically escalated at the rate of the CPI compounded year on year (annual rate of change in the 'Consumer Price Index' as published by Statistics South Africa for that relevant month) plus 2% (two percent) i.e. CPI+2%, unless the Client is notified otherwise in writing by JCDecaux. Should the Agreement be renewed as aforesaid, all references in this Agreement to 'Expire Date' in relation to retail Advertising Signs shall automatically refer to the expiry date of the renewal period. Should a Termination Notice be provided to JCDecaux timeously, JCDecaux shall be entitled to, inter alia, immediately commence with marketing and selling of the retail Advertising Signs to other third parties and the Agreement in relation to retail Advertising Signs will terminate on the Expiry Date. After the Expiry Date, JCDecaux shall remove all Artwork from the retail Advertising Signs. JCDecaux shall dispose of all Artwork, unless a contrary instruction is indicated in the Rental Agreement. Any disposal costs shall be borne by the Client.
- ARTWORK PRODUCED BY JCDECAUX:** - The Client and/or the applicable third party as set out in the Rental Agreement, agrees to pay the full Production Charges and Flighting Charges of the Artwork, including any alterations to or replacements of the Artwork to be applied to the retail Advertising Sign after final approval of the Artwork is given by the Client, and for which a separate invoice will be issued by JCDecaux. Notwithstanding the foregoing, JCDecaux will remain the owner of all the Artwork and proofs. The Production Charges must be paid by the Client and/or the applicable third party as set out in the Rental Agreement, in full before JCDecaux prints and flightings the Artwork. JCDecaux will not print and flight the Artwork if the Production Charges and Flighting Charges have not first been paid in full, and the Client and/or the applicable third party as set out in the Rental Agreement, will still be liable to JCDecaux for the payment of Media Charges notwithstanding non-payment of Production Charges and/or Flighting Charges; any delay in payment of the Production Charges and/or Flighting Charges; or the delay in flighting resulting from any delay in payment of the Production Charges and/or Flighting Charges. Without prejudice to JCDecaux's rights in terms hereof or in law, if the Production Charges and/or Flighting Charges are not paid on time, resulting in the deadline for the flighting cycle being missed, the Artwork will only be flighted in the next flighting cycle after the Production Charges and/or Flighting Charges have been paid in full. All alterations or replacements required to be effected to the Artwork (which has been produced by JCDecaux) shall be confirmed in writing to JCDecaux and no remission in Media Charges will be given to the Client for the period during which the Artwork is removed to effect the required alterations or replacement or for the period between such notice and such alterations or replacement being effected. Furthermore, should the Client request that a change be carried out outside of JCDecaux's ordinary course of flighting, the Client will be liable to pay a backtracking fee as determined by JCDecaux, prior to the change being carried out.
- ARTWORK PRODUCED BY CLIENT:** - Notwithstanding anything to the contrary herein contained, the Client acknowledges that if it elects to produce its own Artwork to be applied to the retail Advertising Sign, then this Agreement will still commence on the Commencement Date irrespective of whether the Artwork has been delivered timeously to JCDecaux for flighting on the retail Advertising Sign or not. The Client and/or the applicable third party as set out in the Rental Agreement, will be required to pay JCDecaux for the Flighting Charges, against receipt of an invoice therefor. JCDecaux does not accept any liability for the quality or content of the Artwork. JCDecaux will provide the Client with the technical specifications of the retail Advertising Sign to enable the Client to produce its own Artwork. The Client shall not be entitled to a remission of Media Charges for any period during which the retail Advertising Sign may be vacant as a result of any replacement or amendment to the Artwork. In addition, the Client will be liable for the costs of any alterations or replacement to the Artwork produced by it, and any additional flighting and de-flighting costs related to its Artwork which arise as a result of fading or peeling Artwork that have been produced by the Client.
- The Client and/or the applicable third party as set out in the Rental Agreement, 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 any damage or destruction to the Artwork and/or retail Advertising Sign as a result of vis major or any other cause or reason whatsoever..
 - The Client acknowledges its obligation to report any damage or vandalism or missing Artwork or retail Advertising Sign immediately in writing to JCDecaux. In the event of any retail Advertising Sign being damaged or missing or is vandalised and is brought to JCDecaux's attention in writing by the Client, JCDecaux shall repair or replace the retail Advertising Sign as the case may be (provided that such damaged or missing or vandalised retail Advertising Sign is not caused as a result of any act or omission on the part of the Client). Should the repair or replacement of any retail Advertising Sign not be completed within a period of 28 (twenty eight) days from the date that the damage was reported to JCDecaux, then the Client shall as its sole remedy be entitled to a remission of Media Charges for any period thereafter which the retail Advertising Sign may be vacant whilst JCDecaux attends to the repair or replacement of the retail Advertising Sign. Notwithstanding the foregoing, should JCDecaux decide at any time that it will not be feasible to repair or replace the retail Advertising Sign for whatever reason, JCDecaux shall be entitled to terminate this Agreement in relation to the affected retail Advertising Sign without any liability whatsoever and upon written notice to the Client.
 - FADED ARTWORK:** For the purposes of this clause 4(b), the term "**Warranty Period**" shall mean either: the period commencing on the Commencement Date of this Agreement and ending twelve (12) months thereafter; or for the duration as indicated in the Rental Agreement ("**Duration**"), whichever occurs first. Unless otherwise agreed by JCDecaux in writing, JCDecaux will replace faded Artwork during the Warranty Period, subject to the following:-
 - such replacement shall be limited only to one (1) replacement during the Warranty Period and shall apply only to new Artwork flighted for the first time on or after the Commencement Date of this Agreement ("**New Artwork**") and not to any Artwork that may have already been flighted prior to the Commencement Date of this Agreement in terms of a previous agreement with JCDecaux ("**Pre-existing Artwork**");
 - JCDecaux is not obligated to replace any faded Artwork where the production thereof has been done by the Client or

- by a third party other than JCDecaux; and
- (iii) irrespective of the Warranty Period, JCDecaux is not obligated to replace any faded Pre-existing Artwork. JCDecaux shall reserve the right to request that the Client replace any faded Pre-existing Artwork at any time that JCDecaux deems necessary. Should JCDecaux require that such faded Pre-existing Artwork be replaced, JCDecaux shall send a quotation to the Client in advance. Should such quotation not be accepted by the Client in writing within 7 (seven) days from receipt by the Client thereof, JCDecaux shall forthwith be entitled but not obliged to cancel this Agreement on written notice to the Client. Should the Client require a replacement of faded New Artwork more than once during the Warranty Period or require the replacement of faded Artwork that has not been produced by JCDecaux, or require the replacement to faded or damaged Pre-existing Artwork, such replacements shall be for the Client's own cost and expense.
- All retail Advertising Signs in terms of this Agreement are regarded as non-illuminated retail Advertising Signs and the Media Charges payable by the Client and/or the applicable third party as set out in the Rental Agreement, is accordingly in respect of non-illuminated retail Advertising Signs. Notwithstanding the foregoing, JCDecaux (exercising its sole discretion) may elect to illuminate such retail Advertising Sign from time to time. In such event, such illumination shall be a free concession granted to the Client. The Client shall not be entitled to demand a rebate should such retail Advertising Sign not be illuminated at any time thereafter for any reason whatsoever.
 - The Client shall be obliged to leave the retail Advertising Sign referred to in the Rental Agreement in the position in which it is installed by JCDecaux and shall not interfere or reposition the retail Advertising Sign under any circumstances. Notwithstanding anything to the contrary contained herein, JCDecaux reserves the right to transfer the Artwork to alternate retail Advertising Sign/s of equal or better value should it become necessary. Should the Client not agree with the foresaid transfer, the Client may cancel this Agreement on thirty 30 (thirty) days' written notice to JCDecaux. Should this Agreement encompass more than one retail Advertising Sign unit then the cancellation contemplated in this clause will be in respect of that particular retail Advertising Sign unit only and shall not affect the remaining retail Advertising Sign units.
 - Interest (incidental) is levied on all overdue accounts in relation to overdue accounts in respect of retail Advertising Signs at the rate of 2% (two percent) 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.
 - This Appendix 1 is a supplement to the General Terms and Conditions and applies in addition thereto in respect of retail Advertising Signs. Should there be any conflict between the provisions of the General Terms and Conditions and this Appendix 1 only in relation to retail Advertising Signs, this Appendix 1 shall prevail in relation to such conflict.

APPENDIX 2: ACTIVATION CAMPAIGNS SPECIFIC TERMS AND CONDITIONS

In addition to the General Terms and Conditions, the following specific terms and conditions shall also apply to Activation Campaigns:

- Insofar as the definitions of 'Artwork' and 'Advertising Sign' applies to any Client, same shall, for the purposes of Activation Campaigns, also include but is not limited to all structures, standbills, displays and display arrangements, exhibition stands, technical/electrical/non-electrical equipment, decorative elements, special builds, bespoke production, materials and/or products howsoever comprising in whole or in part of the exhibition made or intended to be made by the Client upon any Advertising Site, whether or not such Artwork and/or Advertising Sign is owned by the Client and/or JCDecaux and/or a third party.
- The Client shall at all times be liable to comply with any requests made by and agreements concluded between the third party landlord and/or venue owner or operator of the Advertising Site and/or Advertising Sign in question (the "**Venue Operator**"), whether or not such agreements were concluded by JCDecaux, or by the Client directly.
- The Client fully and effectively indemnifies JCDecaux against any claim, loss and/or damage of whatsoever nature that may be brought against it and/or JCDecaux either by virtue of the Artwork and/or Advertising Sign being exhibited at the Advertising Site in general or as a consequence of a breach by the Client of this Agreement and such requests and agreements as set out in clause 2 of this Appendix 2 above.
- The Venue Operator reserves the right to cancel the exhibition, terminate the event, or remove any Artwork and/or Advertising Sign or part thereof, from the Advertising Site for any reason whatsoever, in which event, JCDecaux shall reserve to itself the rights contained in clause 6.3 of the Agreement, or to summarily terminate this Agreement and remove the Artwork and/or Advertising Sign at the Clients cost, if applicable, upon written notification to such effect from the Venue Operator, and the Client shall not have any claim whatsoever against JCDecaux and the Venue Operator arising from such termination, cancellation and/or removal.
- The Rental Agreement shall specify in respect of each particular booking, *inter alia*: (i) the maximum weight loadings, electrical supply requirements, access times and routes required by the Client; and (ii) the general nature of the Artwork and Advertising Sign being exhibited. All Activation Campaigns are subject to strict compliance at all times by the Client with the technical requirements and specifications for such Artwork and Advertising Signs, both generally and specifically set out in the Rental Agreement or as directed by JCDecaux and the Venue Operator.
- Production and flighting of any Artwork and/or Advertising Sign at the Advertising Site shall be specifically set out in the Rental Agreement, including the Media Charges, Production Charges and/or Flighting Charges, including who shall be liable therefore.
- All or any damage occasioned to the Advertising Site and property of the Venue Operator by a Client, its subcontractors, agents and/or assigns shall be made good by the Client forthwith at its sole cost and charge and to the entire satisfaction of JCDecaux and the Venue Operator.
- Any directions given by a competent person of JCDecaux and the Venue Operator on the day or days of the exhibition of the Artwork at the Advertising Site shall be promptly adhered to and JCDecaux accepts no liability in this regard of whatsoever nature. All Artwork proposed to be used by the Client shall conform to JCDecaux's and the Venue Operator's safety and operational requirements. In this regard, the Client will submit to JCDecaux for the Venue Operator's approval, all required specifications, details and diagrams of all Artwork and/or Advertising Sign(s) to be erected and persons employed to operate the exhibition prior to such erection.
- All music or public address systems or lighting systems proposed to be used by the Client shall be of a manner and nature fully acceptable to JCDecaux and the Venue Operator. The Client will be responsible for all payments due to third parties as a result of playing, broadcasting or displaying pre-recorded or live material or for any other costs associated with the exhibition of the Artwork and/or Advertising Sign. In general, the exhibition of the Artwork and/or Advertising Sign shall not at any time interfere in any way with the activities of the Venue Operator's operations or impede the Venue Operator or its staff in the execution of their duties or impede the passage of the Venue Operator's customers.
- At the Client's sole cost and expense, the Client shall at all times be and remain responsible for maintaining the Artwork, Advertising Sign and the Advertising Site in a clean and tidy condition and shall remove forthwith all litter generated by it both within the Advertising Site and within the surrounding area with 10 meters thereof, or as otherwise required by JCDecaux and/or the Venue Operator, expeditiously and in a proper manner at the End Date and upon the removal of the Artwork and/or Advertising Site. The Client shall fully restore the Advertising Site to the condition in which it was first found by the Client upon entry, at the Client's sole cost and expense.
- All Artwork, the Advertising Sign(s) and persons employed by the Client to operate the exhibition shall be presented and maintained to high standards and shall keep with the location of the Advertising Site.
- The Client shall make full provision for the security of its property and personnel and all Artwork, the Advertising Sign(s) and persons employed by the Client to operate the exhibition at all times, at its own cost and expense.
- At all times during the currency of any exhibition of Artwork and/or Advertising Sign, the Client shall be obliged to maintain public and third party risk and liability insurance cover with an insurance company of good repute and standing, in the sum of not less than R10,000,000 (ten million Rand), or as otherwise agreed to by JCDecaux, and shall produce to JCDecaux upon demand copies of the relevant policy or policies and up to date proof of payment of the premiums therefor.
- Notwithstanding anything else contained in this Appendix 2 or anywhere else in this Agreement relating to Activation Campaigns, due to the nature of such campaigns, JCDecaux reserves the right to require the Client to agree to further terms and conditions depending on the nature of the Activation Campaign and prior to the implementation of the Activation Campaign.
- The Client hereby indemnifies JCDecaux against any claim of whatsoever nature, including those costs incurred by JCDecaux in opposing such claim, that may be brought against JCDecaux as a consequence of any claim made by any third party that the Artwork and / or the Advertising Sign constitutes an infringement of any copyright, patent, trademark or any other intellectual property rights, 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 of the General Terms and Conditions. This Appendix 2 is a supplement to the General Terms and Conditions and applies in addition thereto in respect of Activation Campaigns. Should there be any conflict between the provisions of the General Terms and Conditions and this Appendix 2 only in relation to Activation Campaigns, this Appendix 2 shall prevail in relation to such conflict.

APPENDIX 3: MALL ADVERTISING SPECIFIC TERMS AND CONDITIONS

In addition to the General Terms and Conditions, the following specific terms and conditions shall also apply to mall campaigns:

- Without derogating from the provisions of clause 7 of the General Terms and Conditions, all Artwork is subject to the prior approval of the third party landlord and/or mall owner or operator of the Advertising Site and/or Advertising Sign in question (the "**Mall Owner**"). Should the Mall Owner decline any Artwork for any reason before it is flighted, any monies paid in advance by the Client for the Advertising Sign(s) directly affected by the Mall Owner's refusal to approve the Artwork thereon, excluding costs already incurred by JCDecaux (including, but not limited to, Production Charges), will be

- refunded to the Client in the form of a credit note, provided that the credit note is used within six (6) months of issuance.
2. If the Mall Owner requests any amendments to the Artwork as a condition for approval, and the Client refuses or fails to make such amendments within five (5) Business Days from the date of request, the Client shall, notwithstanding any provision to the contrary in this Agreement, be liable to pay JCDecaux a penalty equivalent to 50% (fifty percent) of the total Media Charges for the full Duration applicable to the affected Advertising Sign(s) for which the Artwork was not amended. This penalty shall become immediately due and payable to JCDecaux upon the Client's refusal or failure, or deemed refusal or failure, to make the requested amendments. JCDecaux shall not be obliged to display any Artwork that fails to meet the Mall Owner's requirements, without prejudice to any other rights or remedies available to JCDecaux under this Agreement or at law.