GOtv

Purchase Order Standard Terms and Conditions

1. DEFINITIONS AND INTERPRETATION

1.1. The provisions of this Agreement have been drafted for the benefit of the parties, and accordingly, the rule of construction that the contract shall be interpreted against or to the disadvantage of the party responsible for the drafting or preparation of the agreement (i.e., the *contra proferentem* rule), shall not apply.

1.2. In this Agreement, unless a contrary intention clearly appears, the following words and expressions shall have the meanings assigned to them below and cognate expressions shall have corresponding meanings:

1.2.1. "**Affiliate**" means in relation to a party, means any person which is Controlled by that party, Controls that party; or is under common Control with that party;

1.2.2. "**Agreement**" means collectively the Purchase Order, these terms and any annexure or schedule for the delivery of Goods and/or Services;

1.2.3. "**Applicable Data Protection Laws**" means the General Data Protection Regulation - Regulation (EU) 2016/679 (EU *GDPR*), as amended from time to time and relevant local data protection laws insofar as they do not conflict with the GDPR;

1.2.4. "**Applicable Law**" in relation to a party, shall include any and all statutes, by-laws, rules, regulations, orders, ordinances, protocols, codes, standards, guidelines, treaties, policies, notices, practices, administrative interpretations, directions, decrees, judgments, awards or requirements which have been duly enacted, issued or promulgated by any authority having jurisdiction in the Territory;

1.2.5. "**Appropriate Technical and Organisational Measures**" mean with respect to a given goal, the technical and organisational efforts that a reasonable person in the position of the processor would use to achieve that goal as quickly, effectively, and efficiently as possible;

1.2.6. "**Business Day**" means any day other than a Saturday, Sunday or official public holiday in the relevant Territory;

1.2.7. "**Claims**" means all claims, losses, damages, expenses, causes of action, events, suits, judgments and liability of every kind, including without limitation all expenses of litigation, court costs and reasonable attorney's fees arising from this Purchase Order or the Goods or Services provided hereunder;

1.2.8. "**Control**" means, in relation to any person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise;

1.2.9. "**Goods**" includes the equipment, materials or other items specified in the Purchase Order, including design, delivery, installation, inspection and testing required to be completed or performed in connection with the goods;

1.2.10. "**Incoterms**" rules or International Commercial Terms are a series of pre-defined commercial terms published by the International Chamber of Commerce (ICC) relating to international commercial law. Incoterms rules are intended primarily to clearly communicate the tasks, costs, and risks associated with the transportation and delivery of goods. Incoterms inform sales contract defining respective obligations, costs, and risks involved in the delivery of goods from the seller to the buyer;

1.2.11. "**Intellectual Property**" or "**Intellectual Property Rights**" means rights recognized under relevant local laws, which includes all patents, inventions, copyright and related rights, trademarks, trade names and domain names, trade dress, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software (source or object code), database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;

1.2.12. "**GOtv**" means the GOtv entity recorded on the Purchase Order as the party issuing and entering into this Agreement;

1.2.13. "**GOtv Group**" means GOtv and its Affiliates;

1.2.14. "**Personal Data**" means any information about an identified or identifiable natural person, provided that someone is capable of identifying them from that information, more specifically any information relating to an identified or identifiable natural or legal person;

1.2.15. "**Personnel"** means any director, employee, or other person who works (permanently or temporarily) under the Supplier's supervision or person who renders services to the processor for purposes of the processor obligations under this Agreement as their agent, consultant, contractor, or other representative;

1.2.16. "**Process**", "**Processing**" and "**Processed**" means doing anything with Personal Data, including gathering it, disclosing it, or combining it with other information;

1.2.17. *"***Purchase Order**" is the standard GOtv document describing the Goods or Services to be provided by the Supplier and stipulating the price payable by GOtv to the Supplier within the contracted payment terms;

1.2.18. "**Services**" includes the work, services or other items specified in the Purchase Order, including

design, delivery, installation, inspection and testing required to be completed or performed in connection with the services;

1.2.19. "**Sub-Processor**" means any downstream processor that the Supplier engages to process Personal Data in accordance with the Agreement and as those documents permit;

1.2.20. *"***Supplier**" means the company executing this Purchase Order with GOtv or providing Goods and/or Services to GOtv. The Supplier shall include its parent or affiliated companies and their respective officers, directors, employees, and subcontractors;

1.2.21. "**Tax**" includes, without limitation, any present or future tax, levy, duty, charge, deduction or withholding of any nature and whatever called (including stamp, documentary, registration or other like duty) together with any penalties, fines or interest imposed thereon, imposed, levied, collected, withheld or assessed by any person on any person in the country and with respect to anything and the terms "Taxes" and "Taxation" and other cognate terms shall bear corresponding meanings; and

1.2.22. "**Territory**" means the country in which the Goods and/or Services will be provided.

2. APPLICABILITY

2.1. This Agreement will apply to transactions where a written agreement has not been executed and signed by the parties. If a written agreement has been executed and signed by the parties, then the terms set out in the written agreement shall apply to the transaction and relationship between the parties.

2.2. If there is a conflict between this Agreement, the standard terms and conditions affixed to the Purchase Order and/or the terms and conditions set out in any annexure or schedule identified in the Purchase Order, including that accompanying the purchase order from the Supplier (where applicable), then these standard terms and conditions will prevail, unless expressly indicated otherwise in the Purchase Order.

3. APPOINTMENT AND COMMENCEMENT

3.1. GOtv appoints the Supplier, and the Supplier accepts such appointment to provide the Goods and/or Services with effect of the issue of the Purchase Order ("**Commencement Date**"), for the duration of the Purchase Order on the terms of this Agreement.

3.2. The Supplier acknowledges that its appointment is on a non-exclusive basis, and agrees that GOtv may engage any other party to supply Goods and/or Services of a similar nature to the Goods and/or Services being supplied by the Supplier in terms of a Purchase Order.

3.3. Each Purchase Order will be regarded as a separate, indivisible Purchase Order.

4. GOODS AND/OR SERVICES

4.1. GOtv may request the Supplier to provide the Goods and/or Services from time to time and on acceptance of the quotation provided by the Supplier, GOtv will issue a Purchase Order for the Goods and/or Services.

4.2. *For physical Goods*, the Purchase Order and related communication will specify the nature and quantity of the Goods, packaging, price, point(s) and date(s) of delivery. The price includes all applicable Taxes and/or duties, packaging, loading and securing the Goods at the shipping point.

4.3. *For Services*, the price agreed will be indicated on the Purchase Order and related communication along with a full description of Services including term of Services, completion date, deliverables, and all Taxes and duties applicable. GOtv shall not accept any Services other than those specified in the Purchase Order.

5. NON-COMPLIANCE WITH PURCHASE ORDER

5.1. The Supplier will notify GOtv in writing within 48 hours of receipt of a Purchase Order if it cannot comply with any part of the Purchase Order and state the reasons therefore. In such event, GOtv will be entitled, but not obliged to withdraw the Purchase Order in whole or in part, and the Supplier will have no claim of whatsoever nature against GOtv. If the Supplier does not notify GOtv as aforesaid, the Supplier will be bound to supply the Goods and/or Services in accordance with the Purchase Order and this Agreement as well as any direction by GOtv in relation to the PurchaseOrder.

5.2. The Supplier shall complete its obligations in terms of this Agreement by the delivery dates specified, or as agreed between the parties in writing, if no delivery date is specified in the Purchase Order.

6. FORCE MAJEURE

6.1. Either party shall be relieved of liability for the non-performance or defective performance of any of its obligations under this Agreement caused by any act outside of its reasonable control including, but not limited to, storms, floods, fire, earthquakes, other natural disasters, pandemics, epidemics, diseases, power failures, unavailability of equipment from third party suppliers, strikes, riots, acts of terrorism and actions of civil, governmental, quasi-governmental and military authorities, which relate to the parties' obligations set out in this Agreement.

6.2. A party subject to force majeure shall, as soon as reasonably possible, notify the other party in writing of the circumstances resulting in force majeure and shall provide an estimate (which shall be updated in writing from time to time) of when those circumstances are expected to cease to apply. The other unaffected party shall be entitled to suspend the performance of its obligations to the same extent to which the affected party is unable to perform its obligations hereunder. Either party shall be entitled to terminate this Agreement on 10 (ten) Business Days' written notice to the other party if the force

majeure persists after 30 (thirty) calendar days.

7. AUDITING

7.1. GOtv shall have the right to audit the Supplier's books and records, including but not limited to business expenses at all reasonable times for the duration of this Purchase Order and for a period of 3 (three) years thereafter, for the purpose of auditing and verifying that the charges or costs presented by the Supplier to GOtv for payment are in accordance with this Purchase Order and in compliance with this Agreement.

7.2. Costs of any audits conducted under the authority of this right to audit clause will be borne by GOtv unless the audit identifies (1) overpricing or overcharges of any nature by the Supplier to GOtv in excess of one-half of one percent (.5%) of the total contract billings or (2) substantive findings related to fraud, misrepresentation, or non-performance, in which case GOtv shall recoup the costs of the audit work from the Supplier. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Supplier's invoices and/or records shall be made within a reasonable amount of time (not to exceed 60 days) from presentation of GOtv's findings to the Supplier.

8. PRICE

8.1. The Supplier shall provide the Goods and/or Services at the price set out in the Purchase Order and corresponding invoices and statements.

8.2. The price is inclusive of all costs, Taxes, charges, vehicle service costs or liabilities incurred by the Supplier in providing the Goods and/or Services and covers all of the Supplier's obligations under this Agreement.

8.3. The price shall be fixed and not subject to adjustments unless otherwise mutually agreed between the Supplier and GOtv in writing and noted on the Purchase Order. Variations between exchange rates ruling at the time of acceptance of the Purchase Order and the time of delivery of the Goods and/or rendering of the Services will be at the Supplier's own risk. GOtv will pay the fixed purchase price as indicated on the Purchase Order and statement, and will not be liable for any other costs whatsoever and howsoever arising.

9. INVOICE AND PAYMENT

9.1. The Supplier must issue invoices and statements to GOtv for the payment of the fees, as set out in the Purchase Order, which to the extent that the provision of the Goods and/or Services have been completed shall be paid by GOtv 30 (thirty) calendar days from the date of statement, provided that the Supplier provides GOtv with supporting documents to evidence its calculation of such fees and

submits its statements by the 5th day of each month.

9.2. GOtv shall not be liable for any interest for late payments.

9.3. GOtv may request the Supplier to provide a bank guarantee.

9.4. GOtv may refuse payment if it contests the validity of an invoice or statement or if GOtv is dissatisfied with the Goods and/or Services supplied or any part thereof. The Supplier indemnifies GOtv against all losses, Claims, liabilities, damages or expenses which GOtv may incur or be exposed to as a result of, or which may be attributable to any liability of the Supplier for any and all Taxes in respect of payments made in terms of the Purchase Order.

9.5. Should GOtv be dissatisfied with the Goods and/or Services rendered or any part thereof, at any time, during the Term, it may, on written notification to the Supplier, withhold payment of the fees or any part thereof to the Supplier until the dispute in relation thereto is resolved. Should the parties be unable to resolve the dispute within 10 (ten) Business Days, then the parties shall refer such matter for dispute resolution in accordance with clause 26.

10. WITHHOLDING TAXES

10.1. GOtv may, in relation to any payment it is required to make to the Supplier, withhold from that payment a tax amount required to be withheld under the relevant the Applicable Law of the Territory concerned.

10.2. If any consideration paid to the Supplier by GOtv under or in connection with this Agreement is paid free of withholding tax, and at any time after such payment, GOtv becomes aware (either by notification from a regulatory authority or otherwise), that an amount of Tax should have been withheld from such payment, GOtv will be entitled to recover from the Supplier that amount of Tax and any subsequent amount GOtv may be required to pay to a regulatory authority for failing to withhold (including any amounts required to be withheld). Such payments must be paid to GOtv within 30 (thirty) calendar days of receipt of notice from GOtv.

11. OWNERSHIP AND RISK

11.1. The Supplier warrants good title to all Goods, free and clear of any and all liens, restrictions, reservations, security interests, encumbrances and Claims of others.

11.2. Irrespective of the earlier passage of title, and unless specified to the contrary in the Purchase Order, the risk in the Goods shall not pass to GOtv until physical delivery of the Goods has been made to GOtv at GOtv's specified point of delivery and acceptance of the Goods by an authorised GOtv representative or as per agreed Incoterms stipulated on the Purchase Order. Acceptance of the Goods by GOtv shall not constitute a waiver of any warranty.

11.3. Ownership to all Goods shall pass to GOtv on delivery at the location specified by GOtv, or on the terms as set out in Purchase Order from time to time.

12. DELIVERY

12.1. The following clause will apply to the purchase of Goods.

12.2. Unless expressly excluded in the Purchase Order, the Supplier will be liable for the delivery of the Goods to a location as nominated by GOtv and shall appoint and pay a carrier to transport the Goods. To this extent, any carrier transporting the Goods will be deemed to be the agent of the Supplier.

12.3. If the Goods are being imported, the Supplier will, at its own cost, obtain and maintain all necessary import and export permits. The Supplier will provide GOtv with copies of all such permits upon request thereof. The Supplier will furthermore be responsible for pre-shipment inspections and all costs and penalties relating to import clearance, import duties and taxes, delivery and insurance of such goods.

12.4. All documents, cases, crates, packages and the like must be clearly marked or labelled with the order number specified on the Purchase Order. The Supplier shall ensure that the Goods are packaged as per the instructions on the Purchase Order. Should there not be any instructions to the contrary on the Purchase Order, the Supplier shall meet the packaging standards as is customary in the industry to ensure adequate protection for the Goods to prevent damage.

12.5. GOtv's count of the Goods shall be final and conclusive on shipments not accompanied by a Supplier's itemised packing list. GOtv shall not accept more of any Goods than the quantity specified on the Purchase Order. Any excess Goods delivered shall be removed by the Supplier from GOtv's property within 7 (seven) Business Days, at the Supplier's own cost and risk.

13. REQUIREMENTS, SPECIFICATIONS AND SERVICE LEVELS

13.1. The Supplier acknowledges that time is of the essence to provide the Goods and/or Services and will provide the Goods and/or Services in accordance with the requirements, specifications and/or service levels as set out in the Purchase Order.

13.2. The Supplier shall inform GOtv by email, or any other reasonable method, of any delay in delivery, as specified in the Purchase Order, occasioned by any circumstances whatsoever.

13.3. To the extent that the reasonable delay in providing the Goods and/or Services is not caused by the Supplier, the Supplier shall award GOtv with a reasonable credit the amount of which must be agreed upon by both parties.

14. CHANGES

14.1. GOtv shall have the right to make changes to the requirements for the Goods and/or Services. If such changes affect either the delivery date or price of the Goods and/or Services, an equitable

adjustment to the price and/or delivery date, as the case may be, shall be mutually agreed between GOtv and the Supplier to reflect such change.

14.2. The Supplier shall continue work during any discussion concerning such change and shall implement such change if directed to do so in writing by GOtv. Additional compensation or changes to the delivery date shall only be made if agreed to in writing by GOtv. If the Supplier believes a change has been made (that was not mutually agreed upon), the Supplier shall give GOtv notice of such change within 7 (seven) calendar days after it has occurred (or the Supplier became aware of the change), failing which it shall be deemed that the Supplier has waived any claim for an adjustment in price or delivery time for the Goods or Services.

15. WARRANTY

15.1. The Supplier warrants that all Goods and/or Services will from the date of delivery:

15.1.1. meet the requirements specifications and/or service levels as set out on the face of the Purchase Order;

15.1.2. to the extent applicable, comprise new materials and be in good working condition on the date of delivery thereof;

15.1.3. be free from defects in material and workmanship; and

15.1.4. be fit for the purpose intended or represented and will conform with all relevant requirements of any statute, law, regulation or legal requirement which may be in force in the Territory.

15.2. The Supplier further warrants that:

15.2.1. it will obtain all approvals as may be required by Applicable Law to provide the Goods and/or Services;

15.2.2. implement and maintain a business continuity plan; and

15.2.3. it has the necessary expertise, experience, resources and infrastructure to provide the Goods and/or Services in accordance with industry practice.

15.3. These warranties are in addition to any other express, implied and/or statutory warranties applicable to the provision of the Goods and/or Services.

15.4. The provisions of this clause shall survive the termination and expiry of this Agreement.

16. REJECTION AND REMEDY

16.1. If within 3 (three) months from date of delivery or within 6 (six) months from date of first intended use, whichever occurs first, GOtv discovers any breach of any warranty as to the Goods and/or Services, then the Supplier shall promptly repair or replace the Goods and/or re-perform the Services in question after GOtv's written notice, without cost to GOtv. If the Supplier fails, after 7 (seven) calendar days' notice, to adhere to the notice, then GOtv may repair or replace such Goods or reperform the Services and charge all related costs to the Supplier without prejudice to any

warranties herein.

16.2. In addition, if emergency repairs are required, not allowing time for the Supplier to make such repairs where defective goods will affect operational capabilities, GOtv may nevertheless proceed and make such repairs or replacements and charge the cost to the Supplier. The Supplier warrants for a period equal to the end of the initial warranty period, to correct defects in the Goods or Services that the Supplier has repaired or replaced.

16.3. GOtv shall have the right to inspect the Goods and/or Services at any time. GOtv's failure to inspect the Goods and/or Services shall not affect its's right to reject non-conforming or defective Goods and/or Services and/or constitute acceptance of the Goods and/or Services if GOtv reasonably determines that all or a portion of the Goods and/or Services are non-conforming or defective or of low quality and standard and not fit for purpose.

17. BRIBERY

17.1. Each party undertakes to the other party that it has, throughout the negotiation of this Agreement, and will continue during the course of this Agreement to:

17.1.1. comply with (and shall procure that each person associated with it who is performing under this Agreement shall comply with) all applicable (local and international) anti-bribery laws, including, but not limited to, the U.S. Foreign Corrupt Practices Act 1977, the U.K. Bribery Act 2010 and any other applicable anti-bribery and corruption laws ("**the Anti-Bribery Laws**"), in respect of the performance of this Agreement;

17.1.2. have, and maintain in place adequate policies and procedures, to ensure compliance with the Anti-Bribery Laws (and shall procure that persons associated with it in connection with this Agreement, or other persons who are performing services on its behalf in connection with this Agreement shall have, and shall maintain, such policies and procedures);

17.1.3. be responsible for (and shall ensure) the observance, performance and compliance with the Anti-Bribery Laws by each person associated with it who is performing in connection with this Agreement and shall be directly liable to the other party for any breach by such persons of any of the Anti-Bribery Laws; and

17.1.4. immediately report to the other party:

17.1.4.1. any knowledge or suspicion of any violations by the party, its officers, employees, or any person associated with it of any of the Anti-Bribery Laws; or

17.1.4.2. any requests or demands for any undue financial or other advantage of any kind received by the party in connection with the other party's continued business.

17.2. Each party warrants and represents that neither it nor any of its officers, employees, or, having made reasonable enquiries, so far as it is aware, other persons associated with it in connection with this Agreement:

17.2.1. have been convicted of any offence involving bribery, corruption, fraud or dishonesty;

17.2.2. have been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under the Anti-Bribery Laws; or

17.2.3. have been or is involved in any activity which may violate the Anti-Bribery Laws in respect of the conduct of business processes and/or negotiations that resulted in the conclusion of this Agreement.

17.3. Notwithstanding anything to the contrary in this Agreement, a breach by a party of any of its obligations under this clause shall entitle the other party to forthwith terminate this Agreement upon written notice to the other party and to claim such damages as it may have suffered as a result of such breach.

18. CONFIDENTIALITY

18.1. All information and data acquired ("**Confidential Information**") directly or indirectly by the Supplier from GOtv relating to this Agreement or in connection with the performance of this Agreement, excluding information or data in the public domain through no default of the Supplier, shall be held strictly confidential and not be reproduced or used for any purpose unrelated to the Purchase Order or disclosed to any third party without GOtv's written consent.

18.2. The Supplier agrees that such Confidential Information will be treated as private and confidential and be safeguarded in accordance with the highest legal standards.

18.3. The provisions of this clause shall survive the termination and expiry of this Agreement.

19. DATA PROTECTION

19.1. Save as agreed to otherwise in this Agreement, the terms as set out in the Data Protection Terms and Conditions available https://www.multichoice.com/multichoice-group-site-contracts-africa/data-protection-tcs will apply to this Agreement and is hereby incorporated into this Agreement.

19.2. The Parties agree that:

19.2.1. Personal Data shall only be processed for the duration of this Agreement or specific schedules;

19.2.2. the nature and purpose of the Processing shall be that of providing the Goods and/or Services;

19.2.3. the type of Personal Data will include a name, an identification number, location data, and such data as may be specified by GOtv in a Purchase Order; and

19.2.4. Personal Data may not be Processed to reveal racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, or data concerning a natural person's sex life or sexual orientation.

19.3. The Supplier will only Process the Personal Data on GOtv's documented instructions and in accordance therewith.

19.4. The Supplier may not subcontract or assign its obligations to another supplier without GOtv's prior written authorisation (provided that the Supplier informs GOtv of the details of any supplier that it

intends to subcontract or assign its obligations to and gives GOtv an opportunity to object). To the extent that the Supplier is authorised to subcontract the Processing, it will ensure that its agreement with the sub-Processor contains the obligations imposed on it as set out herein.

19.5. The Supplier will remain fully liable to GOtv for the performance of the sub-Processor's obligations where the sub-Processor fails to fulfil them.

19.6. The Supplier guarantees that it will implement Appropriate Technical and Organisational Measures in a way that any processing meets the requirements of Applicable Data Protection Laws and protects the Data Subject's rights. This will include but not be limited to implementing security measures to safeguard the processing of Personal Data and informing GOtv of any change in the status of a sub-Processor.

19.7. The Supplier may only transfer Personal Data to a third country or international organisation on GOtv's documented instructions, unless required to do so by Applicable Law. To the extent that Applicable Law requires Personal Data to be transferred across borders, the Supplier must inform GOtv about the legal requirement before transferring the Personal Data, unless the Applicable Law prohibits the Supplier from doing so in the public interest.

19.8. The Supplier must ensure that its Personnel authorised to Process Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

19.9. The Supplier must return all Personal Data to GOtv upon termination of this Agreement for whatsoever reason and delete all existing copies unless the applicable law requires it to continue to store those copies.

19.10. The Supplier must on a monthly basis or on written request, make all information necessary available to GOtv to confirm its compliance with the obligations set out herein and to facilitate any queries submitted by Data Subjects with regard to the Processing of Personal Data. In addition, the Supplier must allow for and contribute to audits (including inspections) by GOtv or another auditor appointed by GOtv.

19.11. The Supplier must notify GOtv after becoming aware of a Personal Data breach without unduedelay.

19.12. Any breach by the Supplier of its obligations set out in this clause will be deemed to be a material breach of this Agreement and shall entitle, but not oblige, GOtv to terminate this Agreement with immediate effect on written notice to the Supplier.

19.13. The Supplier hereby indemnifies and holds harmless GOtv from and against all losses which GOtv may incur or suffer pursuant to any and all claims arising directly or indirectly as a result of, or related to, a breach by the Supplier of its obligations under this Agreement.

19.14. The Supplier warrants and undertakes that it shall at all times strictly comply with all Applicable Data Protection Laws and with all provisions and requirements of any of the GOtv's policies and procedures which may be in force from time to time.

19.15. Without derogating from or limiting its further obligations in this Agreement, the Supplier further warrants that it shall ensure that its infrastructure, including all systems on which the Personal Data is Processed, shall at all times be at the standard required by Applicable Data Protection Laws and

Applicable Law and be of a standard no less than the standard used by GOtv as at the Commencement Date, or as otherwise may be agreed between the parties in writing, in relation to the control and use of the Personal Data.

19.16. The Supplier will furnish GOtv with quarterly audits of its systems certifying its compliance with the terms set out in this Agreement.

19.17. The obligations in this clause shall apply and extend to any Personal Data disclosed to or received by the Supplier prior to the Commencement Date.

20. INTELLECTUAL PROPERTY

20.1. The parties acknowledge and agree that all Intellectual Property Rights vested in or owned by a party or held by such party under any licensing agreement with any independent third party will be and willremain the sole property of such party and/or the relevant licensors respectively.

20.2. The Supplier undertakes and acknowledges that –

20.2.1. it shall use the Intellectual Property Rights of the GOtv Group and/or its Affiliates strictly in accordance with the terms and conditions hereof and in particular, in accordance with the specifications and directives of any member of the GOtv Group and/or any of its Affiliates (excluding Supplier) from time to time

20.2.2. it shall not publish nor use nor broadcast material containing or referring to the Intellectual Property Rights of the GOtv Group and/or its Affiliates without such material having been approved in advance by a member of the GOtv Group and/or any of its Affiliates (excluding Supplier) or its advertising Supplier, from time to time;

20.2.3. it shall permit duly authorised representatives of the GOtv Group at all reasonable times to inspect the products covered by the registration of the Intellectual Property Rights and the Supplier shall, upon the request of the proprietor, submit to GOtv or its duly authorised representatives samples of the said products for the purpose of verifying that the Supplier is complying with the requirements of this Agreement;

20.2.4. upon termination of this Agreement, it shall deliver to GOtv all samples, copies, signage, publicity and promotional material, stationery and all other material that contains any of the Intellectual Property Rights belonging to the GOtv Group and/or its Affiliates and shall no longer enjoy any rights of use, granted to it in terms of this clause, in respect thereof;

20.2.5. without derogating from or limiting the further rights and remedies of the GOtv Group and/or its Affiliates, it shall fully compensate GOtv to the full extent of the Supplier's profit and the loss suffered by the GOtv Group and/or its Affiliates arising from any use by the Supplier which is not permitted by this Agreement, and the Supplier agrees to indemnify the GOtv Group and/or its Affiliates from any liability incurred to third parties for use of the Intellectual Property Rights belonging to the GOtv Group and/or its Affiliates otherwise than as permitted by this Agreement;

20.2.6. it shall not claim ownership of any Intellectual Property Rights of the GOtv Group and/or its Affiliates;

20.2.7. it shall not apply for registration of any Intellectual Property Rights of the GOtv Group and/or its Affiliates in its own or any third party's name in the Territory or elsewhere;

20.2.8. it shall not challenge or otherwise contest the ownership of any Intellectual Property Rights of the GOtv Group and/or its Affiliates;

20.2.9. it shall not permit the use of any Intellectual Property Rights of the GOtv Group and/or its Affiliates in such a way as to give the impression that they are the property of the Supplier; and

20.2.10. it shall not engage in any activity that may contest, dispute, dilute or otherwise impair the right, title, interest or goodwill of the GOtv Group and the third-party content providers in the Intellectual Property Rights including, without limitation, any action to prevent or cancel the registration of any of the Intellectual Property Rights.

20.3. The Supplier acknowledges that it has no rights of any nature to the Intellectual Property Rights except such rights of use as arise in terms of this clause.

20.4. Nothing contained in this Agreement shall confer any right of ownership in any GOtv Group names or logos or the like on the Supplier. Use of any of these names shall be subject to and limited to the provision of the products and services in the Territory as set out in this Agreement any subsequent agreement that may be concluded between the parties in terms hereof.

20.5. In this Agreement the term "Work Product" shall mean all work product generated by the Supplier, solely or jointly with others in the performance of the services within the scope of this Agreement, including, but not limited to, any and all information, notes, material, drawings, logos, artwork, cinematograph films, records, diagrams, formulas, processes, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks, trade secrets and economic rights.

20.6. The Supplier agrees to assign and does hereby assign to GOtv all right, title and interest in and to the Work Product. All Work Product shall be the sole and exclusive property of GOtv and the Supplier will not have any rights of any kind whatsoever in such Work Product, except for any rights that may not be assigned or waived as a matter of law.

20.7. The Supplier agrees, at the request and cost of GOtv, to promptly sign, execute, make and do all such deeds, documents, acts and things as GOtv may reasonably require or desire to perfect GOtv's entire right, title, and interest in and to any Work Product, or to further assign such rights to any third party.

20.8. The Supplier will not make any use of any of the Work Product in any manner whatsoever without GOtv's prior written consent. All Work Product shall be promptly communicated to GOtv.

20.9. License: in the event that the Supplier integrates any work that was previously created by the Supplier into any Work Product, the Supplier shall grant to, and GOtv is hereby granted, a worldwide, royalty-free, perpetual, irrevocable license to exploit the incorporated items, including, but not limited to, any and all copyrights, patents, designs, trade secrets, trademarks, economic exploitation rights

or other intellectual property rights, in connection with the Work Product in any manner that GOtv deems appropriate. The Supplier warrants that it shall not knowingly incorporate into any Work Product any material that would infringe any Intellectual Property Rights of any third party.

20.10. To the extent that the Supplier does not comply with the provisions of this clause, GOtv may suspend this Agreement on immediate written notice to the Supplier.

21. INDEMNITY

21.1. The Supplier indemnifies and keeps indemnified GOtv from and against any claim, legal suit, liability and losses of whatsoever nature suffered or incurred by GOtv under contract, delict, breach of duties (statutory or otherwise) or any other basis and howsoever arising as a result of:

21.1.1. a negligent, fraudulent or wrongful act or omission by the Supplier under or in relation to this Agreement;

21.1.2. the Supplier breaching or failing to comply with any Applicable Law (or GOtv being held liable or deemed to have breached or failed to comply as a direct result of a breach or failure by the Supplier);

21.1.3. any breach by the Supplier of any of the terms, conditions, representations or warranties contained in this Agreement; and

21.1.4. a claim that the manufacture, use or sale of any Goods or Services, or any part thereof supplied, constitutes infringement of any patent, trademark, copyright or other proprietary right ofothers.

21.2. The foregoing provision shall not apply to any Goods or Services, or any part thereof, to the extent of being manufactured to designs furnished or required by GOtv or to the extent that the loss, damage, liability, cost or expense is directly attributable to the fraud, wilful default or gross negligence of GOtv.

21.3. The provisions of this clause shall survive the termination and expiry of this Agreement.

22. INSURANCE AND LIMITATION OF LIABILITY

22.1. The Supplier will obtain and maintain for the duration of this Agreement comprehensive insurance cover for the provision of the Goods and/or Services.

22.2. GOtv will not in any manner whatsoever be liable to the Supplier in respect of any losses which may be suffered and/or incurred by the Supplier arising from or in connection with the supply and/or delivery of Goods or Services or in any other way related to this Agreement, except to the extent that such losses are due to the fraud, wilful default or gross negligence of GOtv.

22.3. Notwithstanding anything to the contrary herein contained, GOtv or its Affiliated companies' liability for any indirect, consequential or special damages, including loss of profits or anticipated savings, shall be limited to the aggregate fees paid to the Supplier hereunder at the time of such liability arising.

23. BREACH, SUSPENSION AND TERMINATION

23.1. Breach

Save where the contrary is expressly provided in this Agreement, should either party ("**Defaulting party**") breach any provision of this Agreement and fail to remedy such breach within 14 (fourteen) calendar days after receiving written notice requiring such remedy from the other party ("**Aggrieved party**") (or such shorter period as may be necessary for the circumstances), then the Aggrieved party, by giving written notice, shall be entitled, without prejudice to its other rights in law, including any right to claim damages, to terminate this Agreement or to approach a court of competent jurisdiction to claim specific performance of all of the Defaulting party's obligations.

23.2. Suspension

In the event of a breach by either party of any of the obligations under this Agreement, including payment of any fees, shall be suspended pending discussions and agreement between the parties on how to resolve the matter. To this end, this Agreement will only recommence once the parties have reached a written agreement on how to resolve the matter and failing such agreement within 14 (fourteen) calendar days, GOtv may elect to terminate this Agreement as set out herein.

23.3. Termination

23.3.1. This Agreement may immediately be terminated in writing by GOtv, if the Supplier becomes insolvent, is placed under provisional or final liquidation or under provisional or final judicial management.

23.3.2. In addition to the foregoing, GOtv reserves the right to terminate this Agreement for its convenience at any time for any reason on 30 (thirty) calendar days written notice to the Supplier. In such event, the Supplier will be paid for all Services authorised and satisfactorily performed, delivered or received prior to said termination.

24. EFFECTS OF TERMINATION

24.1. Upon termination:

24.1.1. subject to Applicable Laws, each party will immediately cease any and all use of any Confidential Information and/or Intellectual Property and will return to the other party all Confidential Information of that party in its possession or under its control which is capable of being so returned and each party will immediately delete, erase or destroy (and certify such deletion, erasure or destruction) all Confidential Information and/or marks of the other party in its possession which is

not capable of being returned to the other party;

24.1.2. GOtv will pay the Supplier the fees due and owing to the Supplier for Goods and/or Services provided until the date of termination; and

24.1.3. the Supplier shall refund GOtv any fees received for Goods and/or Services not delivered within 14 (fourteen) calendar days of termination.

24.2. The provisions of this clause shall survive the termination and expiry of this Agreement.

25. ASSIGNMENT

25.1. The Supplier shall not be entitled to cede, delegate, assign, or in any other manner dispose of or transfer any of its rights or obligations in terms of this Agreement, without the prior written consent of GOtv, which consent will not be unreasonably withheld or delayed.

25.2. GOtv shall be entitled to cede, delegate, assign, or in any other manner dispose of or transfer any of its rights or obligations in terms of this Agreement to its Affiliates, without the prior written consent of the Supplier.

26. APPLICABLE LAW AND DISPUTE RESOLUTION

26.1. This Agreement shall be interpreted, construed and enforced in accordance with the Applicable Laws of the Territory.

26.2. The parties shall refer disputes to the senior management of the parties for resolution failing which within 10 (ten) Business Days of the date of such referral, the dispute will be referred for arbitration which will be governed by the arbitration rules of the leading commercial arbitration body in the Territory ("**Rules**") in force from time to time, which Rules are deemed to be incorporated by reference into this clause.

26.3. The arbitration shall be held at such location as GOtv may specify in writing, in the English language in front of a single arbitrator appointed in accordance with the Rules.

26.4. The arbitrator's award shall be final and binding on the parties.

26.5. Notwithstanding the foregoing, nothing in this clause shall be construed as precluding either party from applying to court for an interim interdict or other relief of an urgent nature. For these purposes, the parties hereby consent and submit to the exclusive jurisdiction of the courts in the Territory.

26.6. The provisions of this clause shall survive the cancellation or termination of this Agreement for any reason.

27. DOMICILIUM

27.1. Subject to applicable law, the parties choose the following addresses as their respective addresses for all purposes of the giving of any notice; the payment of any sum; the serving of any process and

for any other purpose arising from this Agreement as follows:

27.1.1. in the case of GOtv to:

physical address: the address as set out in the Confirmatory Correspondence

email: legal.notices@multichoice.com

and marked for the attention of the Managing Director;

27.1.2. in the case of the Supplier to:

physical address: the address as set out in the Purchase Order

email: the email address as set out in the Purchase Order

and marked for the attention of the Supplier.

27.2. Any notice given by a party to the other will be presumed to have been received by the addressee at the time of delivery/receipt or transmission by email.

27.3. Notwithstanding anything to the contrary in this clause, a written notice or other communication actually received by a party shall be adequate notice to it despite that the notice was not delivered to its given contact address.

27.4. Notwithstanding what is contained herein, the parties agree that service of any legal processes emanating out of the courts shall be done in accordance with the laws of the Territory and not only by email.

28. SEVERABILITY

If any provision of this Agreement is held or found to be invalid or unenforceable or contrary to the provisions of any law, such provision shall be deemed to have been severed from this Agreement and to be *pro-non-scripto*; provided that all of the remaining terms and conditions shall continue to be of full force and effect and to bind the parties.

29. SUBCONTRACT

The Supplier shall not subcontract the whole or portions of this Agreement without the prior written consent of GOtv. The Supplier shall be responsible for the acts or defaults of any subcontractor, his agents or employees as if they were the acts or defaults of the Supplier.

30. NON-WAIVER

No failure by a party to enforce any provision of this Agreement will constitute a waiver of such provision or affect in any way a party's right to require the performance of such provision at any time in the future.

31. RELATIONSHIP

It is specifically recorded that the business operated by each party is separate from that operated by the other and the only relationship between the parties will be that of supplier and customer. No agency, employment, partnership, or joint venture will be deemed to exist between the parties by virtue of this Agreement and neither party will have the authority to act for or by the other, unless otherwise provided for by this Agreement (and if so provided, to the extent provided for in these terms and conditions).

32. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with regard to the matters dealt with herein. Each of the parties confirms that in entering into this Agreement it has not relied upon any representation, warranty or undertaking (whether contractual or otherwise) not recorded herein, and accordingly may not, and waives the right to, rely on any provision or representation (which allegedly induced that party to enter into this Agreement) not expressly contained in this Agreement. Nothing in this clause has the effect of limiting or restricting any liability of a party arising as a result of any fraud.

33. NO STIPULATION FOR THE BENEFIT OF A THIRD PERSON

Save as is expressly provided for elsewhere in this Agreement, no provision of this Agreement constitutes a stipulation for the benefit of a third person (i.e., a *stipulatio alteri*) which, if accepted by the person, would bind any party in favour of that person.