



SUPERSPORT SCHOOLS STANDARD SPONSORSHIP TERMS AND CONDITIONS

These Terms and Conditions form an integral part of any Sponsorship Agreement entered into between SuperSport Schools and a Sponsor. By signature of the main Agreement, Sponsor acknowledges that it has read and accepted the terms and conditions contained herein below.

1. DEFINITIONS

- 1.1. **"Agreement"** means the main Agreement, all annexures thereto and these Terms and Conditions;
- 1.2. **"Applicable Anti-Bribery Law"** means any bribery, fraud, kickback, or other similar anti-corruption law or regulation including PRECCA;
- 1.3. **"Associated Person"** means a (i) person (legal or natural) who performs any activity in the course of either Party's regular organisational business and that is involved in the implementation of this Agreement, in the function of an officer, director or employee of either Party's administration; or (ii) any other persons (legal or natural) such as owners, officers, directors employees, agents, subsidiaries, holding companies, related or inter-related entities (whether incorporated or not incorporated), representatives, affiliates and subcontractors of either Party;
- 1.4. **"Body or Organisation"** shall mean a body or organisation which SSS may potentially cede and/or assign its rights and/or obligations;
- 1.5. **"Business Day"** means each day, except a Saturday, Sunday or official public holiday in South Africa and **"Business Days"** shall have a corresponding meaning as the context may indicate;
- 1.6. **"Consideration Fee"** shall have the meaning ascribed to such term in the main Agreement;
- 1.7. **"Mark(s)"** means the trademark and/or branding representations of Sponsor and/or SSS pursuant to the terms of this Agreement;
- 1.8. **"Parties"** means SSS and Sponsor and **"Party"** shall, as the context requires, be a reference to either one of the Parties;
- 1.9. **"Personal Information"** means personal information as defined in POPIA;
- 1.10. **"Platforms"** means the broadcast, transmission, live streaming, video on demand and web and app based platforms of SSS, Showmax and its affiliates, on which content may be transmitted and/or made available including via its television channels, social media platforms, digital online platforms, website and apps, video on demand (SVOD, AVOD and FVOD), freemium Showmax service, IPTV, OTT & mobile to any device whether such technologies or device currently exist or may be developed in the future, live, delayed and on demand basis and in respect of any and all payment and free mechanisms including transmission on a pop up channel for the purposes of enabling subscribers to view and interact with content;
- 1.11. **"POPIA"** means the Protection of Personal Information Act, 2013;
- 1.12. **"PRECCA"** means the Prevention and Combating of Corrupt Activities Act 12 of 2004 as amended from time to time;
- 1.13. **"Project"** means the project undertaken by SSS in terms of this Agreement. SSS has embarked on a mission to make South African school sports the most entertaining sports story on the

continent, with SSS as the aggregator of live, streamed school sports content, coupled to incredible and unique storytelling programming. By aggregating the content and utilizing automated production and distribution technology as well as multi-cam manned production, SSS will allow for sporting content to be distributed on its agreed Platforms;

- 1.14. **“Sponsor”** shall mean the Sponsor of any Services of SSS, the terms of such sponsorship set out in the main the Agreement.
- 1.15. **“Sponsor Brands”** means any brands which are owned by, and/or licensed to Sponsor, which (i) relate to the Product Category, and (ii) are approved by SSS in writing on a case-by-case basis pursuant to the terms and conditions of this Agreement. Sponsor Brands as at the Commencement Date are set out in the **Annexures** of the main Agreement;
- 1.16. **“Sponsor Intellectual Property”** means all existing or future registered and/or unregistered intellectual property owned or used by Sponsor including without limitation the Sponsor Brands and logos as set out in the **Annexures** of the main Agreement, including the Marks of the Sponsor;
- 1.17. **“Sponsorship Rights”** means the sponsorship rights granted to Sponsor by SSS in the **Annexures** of the main Agreement, in consideration for the Consideration Fee;
- 1.18. **“SSS”** means SuperSport Schools (Pty) Limited, a private company duly incorporated in accordance with the company laws of the Republic of South Africa with registration number 2016/227821/07, with its registered physical address at Unit 1, Dunkley House, 32 Barnet Street, Gardens, Cape Town, South Africa;
- 1.19. **“SSS Intellectual Property”** means the SSS Corporate Logos and the SSS Project Logo attached in the **Annexures** of the main Agreement, including any and all logos and trademarks in respect of SSS or SuperSport and all existing or future registered and/or unregistered intellectual property owned or used by SSS;
- 1.20. **“SSS Project Logo”** and **“SSS Corporate Logo”** means the logos as detailed in the **Annexures** of the main Agreement;
- 1.21. **“SuperSport”** means SuperSport International (Pty) Limited, a private company duly incorporated in terms of the laws of the Republic of South Africa with registration number 1997/004108/07 and its principal place of business at MultiChoice City, 144 Bram Fischer Drive, Ferndale, Randburg, 2194, South Africa; being an affiliate in the MultiChoice group of Companies;
- 1.22. **“Territory”** means all countries that form part of the Southern African Development Community, from time to time;
- 1.23. **“VAT”** means value-added tax levied in terms of the Value-Added Tax Act 89 of 1991, as amended; and
- 1.24. **“Violating Party”** has the meaning ascribed to such term in clause 5 of these T’s and C’s;

2. INTERPRETATION

- 2.1. In this Agreement, clause headings are for convenience and shall not be used in, or by any means affect, the interpretation of nor modify nor amplify the terms of this Agreement nor any clause hereof. Unless a contrary intention clearly appears based on the context.
- 2.2. The Annexures attached to this Agreement form an integral part of this Agreement.
- 2.3. The terms of this Agreement having been negotiated, the rule of interpretation, the contra proferentem rule, which prescribes that, in the event of ambiguity, a contract should be interpreted against the Party responsible for its drafting, shall not be applied in the interpretation of this Agreement.

- 2.4. Any reference to any statute, regulation or other legislation shall be a reference to that statute, regulation or other regulation as at the Commencement Date, and as amended or substituted from time to time.
- 2.5. The use of the word “including”, “includes”, or “include”, or any such similar expression, shall not be construed as limiting the meaning of the general wording preceding it and the eiusdem generis rule shall not be applied in the interpretation of such general wording or such specific examples.
- 2.6. Unless the context clearly indicates a contrary intention, a word or an expression which denotes:
 - 2.6.1.any gender includes the other genders; and
 - 2.6.2.a natural person includes a juristic person and vice versa; and
 - 2.6.3.the singular includes the plural and vice versa;
- 2.7. References to clauses, unless otherwise stated, are references to clauses to this Agreement.
- 2.8. References to “Party” or “Parties” shall mean the Parties to this Agreement as described in the main Agreement.
- 2.9. Where numbers are expressed in words and digits, the number expressed in words shall take precedence.
- 2.10. Terms, words, expressions, and/or phrases used to describe processes and procedures specific to the broadcasting industry shall, unless otherwise specifically defined, be interpreted in accordance with the normal understanding of those terms, words and phrases commonly associated with the broadcasting industry.
- 2.11. If any provision in a definition is a substantive provision conferring a right or imposing an obligation on either Party then, notwithstanding that it is only in a definition, effect shall be given to that provision as if it were a substantive provision in the body of this agreement.
- 2.12. The expiry, termination or cancellation of this Agreement shall not affect those provisions of this Agreement which expressly provide that they will operate after any such expiry, termination or cancellation or which of necessity must continue to have effect after such expiry, termination or cancellation, notwithstanding that such provisions do not expressly provide for this.

3. GRANT OF RIGHTS

- 3.1. Sponsor agrees and acknowledges that any Sponsorship Rights granted under this Agreement must always be used, activated, marketed and/or advertised in relation to Sponsor’s Product Category, and both the Sponsor and SSS Intellectual Property. The exercise of any rights or opportunities granted under this Agreement may not be exercised in relation to any products or services other than Sponsor’s Product Category, whether now or hereafter manufactured, provided or used by Sponsor, and/or any brands other than Sponsor Brands unless otherwise approved by SSS in writing pursuant to this Agreement.
- 3.2. Sponsor agrees and acknowledges not to use any trademark and/or branding representations of SSS in a manner that could give rise to any confusion as to the products, services or brands in respect of which Sponsor has been granted the Sponsorship Rights by SSS under this Agreement.
- 3.3. SSS shall be entitled, at its sole discretion, to enter into exclusive sponsorship arrangements with, and grant any rights and opportunities to, any third-parties in respect of the Project provided that such third-party agreement:

- 3.3.1. does not conflict with the rights and opportunities granted by SSS to Sponsor in terms of this Agreement; or
 - 3.3.2. does not grant any rights in respect of the Project in relation to any products and/or services which fall within the exclusive Product Category.
 - 3.4. Sponsor agrees and acknowledges that:
 - 3.4.1. the Sponsorship Rights, or any parts thereof, shall only be used to promote products and/services in Sponsor's Product Category; and
 - 3.5. SSS shall be entitled, at their sole discretion, to enter into exclusive sponsorship arrangements with, and grant any rights and opportunities to, any third-party, including any rights and opportunities in the Product Category, in respect of:
 - 3.5.1. any school sports competitions whether currently existing or developed and introduced by the SSS following the Commencement Date; and/or,
 - 3.5.2. any further event organised by, or under the auspices of, SSS and/or a school.
 - 3.6. All rights and opportunities not expressly granted to Sponsor under this Agreement are reserved by SSS.
 - 3.7. The rights granted herein shall, unless expressly provided under this Agreement or agreed otherwise, only be exercisable in the Territory and during the Term and this Agreement shall be governed by the laws of the Republic of South Africa.

4. WARRANTIES

- 4.1. No warranties, guarantees or representations, express or implied or tacit which are not set forth in this Agreement, shall be binding on either Party nor on any of their Associated Persons, respectively.
- 4.2. Both Parties warrant and undertake that they have, and will continue during the Term, to have the full and exclusive rights, title and authority to enter into, observe and perform all the terms of this Agreement which require observance and performance on its part and further warrants that they own and control the intellectual property rights in such Intellectual Property related to this Agreement.

5. INDEMNITY AND LIABILITY

- 5.1. The Parties will indemnify and keep one another fully indemnified from and against all liabilities, claims, actions, proceedings, damages and losses suffered, incurred or paid by the other in consequence of or arising out of any breach or non-performance of all or any of the covenants, warranties, representations, undertakings, obligations or agreements on the other party's part contained in this Agreement.
- 5.2. Notwithstanding any of the terms and conditions of this Agreement, neither Party shall be liable in contract, delict (including negligence) or otherwise for: (i) any indirect and/or consequential loss or damage of whatever nature arising out of or in connection with this Agreement; (ii) any loss of business opportunity, revenue and/or profits (whether arising directly or indirectly); or (iii) any wasted expenditure or damage to reputation (whether arising directly or indirectly). This clause shall not limit or exclude either Party's liability to the extent that such limitation or exclusion is not permitted by applicable laws and shall not preclude either Party from exercising its right to terminate pursuant to these terms and conditions.

6. CONFIDENTIALITY

- 6.1. The Parties agree and acknowledge that the contents, in particular the financial details, of, and any information disclosed pursuant to this Agreement are strictly confidential and no disclosure shall be made in relation to this Agreement, unless:
 - 6.1.1. disclosure is required by relevant laws or Court orders;
 - 6.1.2. disclosure is necessary in connection with ordinary reporting or auditing procedures of either Party or the access of Sponsor to the capital markets or with regard to their other financial arrangements;
 - 6.1.3. the contents are, or the information is, in the public domain for any reason other than by reason of a breach of this clause 6; or
 - 6.1.4. disclosure is made to the professional advisers or auditors of either Party who have a legitimate need to know such contents or information and who agree to be bound by the provisions of this clause 6.
- 6.2. Both Parties agree to take all measures necessary to preserve the confidentiality of the contents, or the information, of this Agreement.
- 6.3. The Parties shall take all necessary steps to safeguard and protect all confidential information from any theft, loss, unauthorised access, use or disclosure.
- 6.4. The Parties agree that this obligation of confidentiality shall survive expiry or termination of this Agreement in perpetuity.
- 6.5. With respect to any disclosure to any of its Associated Persons, the Parties agree and acknowledge to (i) limit the number of individuals to whom it discloses any confidential contents or information of this Agreement; and (ii) take all measures necessary to preserve the confidentiality of the contents, or the information, of this Agreement.

7. COMMUNICATIONS

- 7.1. Sponsor agrees and acknowledges that it is essential for SSS and this Agreement that the Parties are fully consistent in the manner in which they communicate any matters relating to the Project and this Agreement. Therefore, Sponsor agrees at all times to closely coordinate any of its public statements in relation to the Project, as well as any of its public and private press briefings in relation to the Project, with the relevant representatives of the SSS who have responsibility for public relations and communications.
- 7.2. No press release or other announcement relating to this Agreement shall be made by Sponsor without SSS's agreement, including agreement as to the timing, manner and wording thereof.
- 7.3. The Parties shall take all measures necessary to preserve the close coordination with each other of any of public statements and any public and private press briefings.

8. FORCE MAJEURE

- 8.1. Neither Party shall be liable for any loss suffered by the other Party arising out of delay in or prevention of performance of such Parties obligations due to any cause of any nature whatsoever which cause is beyond the control of the Party whose performance is so impacted. For the purposes of this Agreement force majeure include acts or omissions of any government, government agency, provincial or local authority or similar authority, any laws or regulations having the force of law, civil strife, riots, insurrection, government imposed travel restrictions or regulations, sabotage, acts of war or public enemy, illegal strikes, interruption of transport, lockouts, combination of workmen, rationing of supplies, flood, storm, fire, epidemic or pandemic including COVID-19, government imposed travel

restrictions or quarantine regulations, or (without limitation eiusdem generis) any other circumstances beyond the reasonable control of the Party claiming force majeure and comprehended in the terms force majeure.

- 8.2. The Party whose performance is delayed or prevented shall immediately give notice in writing to the other Party.
- 8.3. If a Party's performance is prevented by such a cause the Parties shall, if the obligation or obligations of which performance is prevented are not material, make such financial adjustment between them as may be equitable.
- 8.4. If the obligation or obligations of which performance is prevented are material, endeavour in good faith to agree on an alternative basis for achieving the objects of this Agreement. If agreement on an alternative basis is not reached this Agreement shall terminate and either Party may retain the other Party's performance to the extent performance has taken place:
 - 8.4.1. if a Party does not elect to retain the other Party's performance the other Party may nevertheless require that party to retain the performance, unless to do so would be inequitable in the circumstances; and
 - 8.4.2. if a Party elects or is required to retain the other Party's performance the Parties shall make such financial adjustment between them as may be equitable.

9. INTELLECTUAL PROPERTY

- 9.1. SSS Intellectual Property owned by SSS, and the goodwill associated therewith are the sole and exclusive property of SSS and any use thereof shall as between Sponsor and SSS, be for the benefit of SSS. Sponsor shall not in any manner represent that it has any rights of ownership in SSS Intellectual Property.
- 9.2. Sponsor agrees and acknowledges:
 - 9.2.1. to not challenge SSS's ownership of the SSS Intellectual Property by any means;
 - 9.2.2. to, under no circumstances, acquire any right in and to SSS Intellectual Property or goodwill thereof;
 - 9.2.3. that each and every use of the SSS Intellectual Property and the Marks of SSS, requires SSS's prior written approval; and

10. ANTI-BRIBERY – UNDERTAKINGS, REPRESENTATIONS AND WARRANTIES

- 10.1. The Parties shall not contravene applicable anti-bribery law and/or anti-corruption laws. Both Parties undertake to comply with PRECCA and if a Party becomes aware of any allegations of suspicion or bribery, to cooperate fully and to assist to the best of its ability with any investigations into such allegations.
- 10.2. In addition, the Parties undertake to give reasonable assistance and cooperation in relation to any police, judicial or regulatory investigation or enquiry in relation to any suspected bribery or corruption, during the Term.

11. CESSION BY SSS

- 11.1. If at any time during the Term a new Body or Organisation is formed to take over the functions of SSS, or to supersede SSS, SSS shall be entitled, subject to the written consent of Sponsor, which must not be unreasonably withheld or delayed, to cede and assign all or any of its rights and obligations in terms of this Agreement to such Body or Organisation.
- 11.2. If SSS wishes to make the cession and assignment as envisaged in terms of this clause SSS shall, not less than 3 (three) months prior to the cession or assignment notify Sponsor in writing of

its intention to affect such cession or assignment and shall specify in such notification the content of the rights and/or obligations ceded or assigned. Should Sponsor consent to such cession or assignment, it shall provide written notice to SSS within 20 (twenty) Business Days of receipt of such notice.

- 11.3. The benefits and obligations which this clause envisages being conferred on the Body or Organisation, will not vest in such new Body or Organisation until Sponsor provides its written consent and/or approval (which must not be unreasonably withheld or delayed) as to the nature of the rights being assigned and the identity of the Body or Organisation and until the Body or Organisation furnishes written acceptance of the rights and obligations being ceded or assigned to it which is delivered to both Sponsor and SSS. For the avoidance of doubt, it is recorded that consent shall only be deemed to be reasonably withheld if, in Sponsors reasonable opinion, it will materially affect Sponsor's financial, reputational and/or legal position. The onus shall be on Sponsor to show that they are being reasonable in withholding their consent.
- 11.4. SSS shall, in addition to the obligations in terms of this Agreement, be responsible for any and all costs associated with the cession or assignment of the rights or obligations to the Body or Organisation, subject to Sponsor, (as far as possible) having assisted in reducing such costs by informing SSS and other third-parties which may incur such costs timeously of such cession or assignment.

12. DISPUTE RESOLUTION

- 12.1. Should any dispute, disagreement or claim arise between the Parties concerning this Agreement ("**the Dispute**") which does not provide for its own remedies in terms of the Agreement, the Parties will attempt to settle it by negotiation between the respective Chief Executive Officers (or equivalent) of the Parties.
- 12.2. In the event that the Chief Executive Officers (or equivalent) do not resolve the Dispute within 7 (seven) days after the Dispute has been referred to them, said Dispute shall, on written demand by either Party, be submitted to arbitration in Johannesburg in accordance with the Arbitration Foundation of Southern Africa ("**AFSA**") rules, which arbitration shall be administered by AFSA.
- 12.3. Should AFSA, as an institution, not be operating at that time or not be accepting requests for arbitration for any reason, then the arbitration shall be conducted in accordance with the AFSA rules for commercial arbitration (as last applied by AFSA) before an arbitrator appointed by agreement between the Parties to the Dispute or failing agreement within 10 (ten) days of the demand for arbitration, then any Party to the Dispute shall be entitled to forthwith call upon the chairperson of the Johannesburg Bar Council to nominate the arbitrator, provided that the person so nominated shall be an advocate of not less than 10 (ten) years' standing as such. The person so nominated shall be the duly appointed arbitrator in respect of the Dispute. In the event of the attorneys of the Parties to the Dispute failing to agree on any matter relating to the administration of the arbitration, such matter shall be referred to and decided by the arbitrator whose decision shall be final and binding on the Parties to the dispute.
- 12.4. Any Party to the arbitration may appeal the decision of the arbitrator or arbitrations in terms of the AFSA rules for commercial arbitration.
- 12.5. Nothing herein contained shall be deemed to prevent or prohibit a Party to the arbitration from applying to the appropriate court for urgent relief.

- 12.6. Any arbitration in terms of this clause 12 (including any appeal proceedings) shall be conducted in camera and the Parties shall treat as confidential details of the Dispute submitted to arbitration, the conduct of the arbitration proceedings and the outcome of the arbitration.
- 12.7. The provisions of this clause 12 will continue to be binding on the Parties notwithstanding any expiry or termination or cancellation of this Agreement.

13. TERMINATION

- 13.1. The Parties shall not have the right for an ordinary termination of this Agreement.
- 13.2. Notwithstanding the provisions of clause 13.1, either Party shall be entitled to terminate this Agreement with immediate effect, in the event that:
 - 13.2.1. the respective other Party (the “**Violating Party**”) fails to comply with any of its material obligations under this Agreement and does not remedy such failure, subject to such failure being remediable, within 30 (thirty) days of receipt of written notice requiring it to do so;
 - 13.2.2. is unable to pay its debts or becomes bankrupt or insolvent, or enters into compulsory or voluntary liquidation, or compounds or convenes a meeting of its creditors, or has a receiver, manager or an administrator or business rescue practitioner appointed in respect of its assets or cease or threatens to cease to carry out business or takes or suffers any similar action which in the reasonable opinion of the terminating Party means that the other may be unable to pay its debts;
 - 13.2.3. the Violating Party or any of its respective Associated Persons commits any illegal activity (which is, under the laws of the Republic of South Africa, attributable to the respective Violating Party as a legal entity), which causes a proven and substantial adverse impact upon the good name of the other Party (the “**Damaged Party**”) and the reputation of either Party or the Intellectual Property of SSS and/or the Sponsor, as applicable; and
 - 13.2.4. the Violating Party fails to take any such steps as are reasonably necessary to ensure that such activity is terminated and to discuss with the Damaged Party a manner in which any proven harm suffered by the Damaged Party as a result of such activity can, if reasonable and appropriate, be rectified. For the avoidance of doubt, this provision constitutes a material term of this Agreement.
- 13.3. Termination of this Agreement shall be without prejudice to any existing rights and/or claims that the terminating Party may have against the other Party and shall not relieve such other Party from fulfilling the obligations accrued prior to such termination and shall not affect the continuing rights and obligations of the Parties under this Agreement. The right to terminate this Agreement shall be in addition to any other remedy available to the terminating Party under applicable statutory laws, including obtaining an interdict.
- 13.4. Upon expiry or valid early termination of this Agreement by either Party, all Sponsorship Rights and opportunities granted by SSS to Sponsor herein shall immediately terminate and all rights and opportunities granted by SSS to Sponsor will automatically revert to SSS. Sponsor will not exercise or purport to exercise any of the rights and opportunities granted to it under this Agreement.
- 13.5. Similarly any and all rights granted to SSS by Sponsor including but not limited to the use of Sponsor Intellectual Property shall upon expiry or termination of this Agreement immediately revert to Sponsor and SSS shall immediately cease to use such Sponsor Intellectual Property,

save that SSS shall be entitled to use such Sponsor Intellectual Property rights for historical reference to the relationship which existed between the Parties (provided that any such reference will in no way materially bring harm to or materially bring into disrepute Sponsor's name and reputation, and provided also that such reference does not give the impression that there is still a sponsorship relationship between the Parties). For the avoidance of doubt, in the event of expiry or early termination of this Agreement, no Party shall be required to compensate the respective other Party for the reversion of any rights and/or opportunities. With respect to any rights and opportunities granted to it under this Agreement which are exercised or sublicense to either Party, each Party undertakes and warrants to take any such measures necessary to ensure (i) the reversion of any such rights and/or opportunities to such Party; and (ii) that the other Party immediately ceases to exercise of the rights and opportunities granted to it under this Agreement. With this respect, each Party shall indemnify, hold harmless and defend the other Party from and against all liabilities, obligations, damages, losses, claims, demands, recoveries, deficiencies, costs or expenses suffered or incurred in connection with, resulting from, or arising out of, any omission or delay of the reversion, or the ceasing of the exercise of any rights or opportunities.

- 13.6. In the event of expiry or early termination of this Agreement for any reason whatsoever, neither Party shall make any public statement in connection with such expiry or termination, unless closely coordinated with, or otherwise explicitly approved by the respective other Party, in writing prior to such statement.
- 13.7. For the avoidance of doubt, the provisions of this clause 13 shall survive expiry or earlier termination of this Agreement.

14. NON-PARTNERSHIP

- 14.1. Nothing in this Agreement shall be deemed to constitute either of the Parties the partner of the other Party or constitute either of the Parties the agent or legal representative of the other Party. It is not the intention of the Parties to create, nor shall this Agreement be construed to create any commercial or other partnership. Neither of the Parties shall have any authority to act for or to assume any obligation or responsibility on behalf of the other Party. Neither of the Parties shall hold itself out as a partner of the other Party.

15. GENERAL

- 15.1. The Main Agreement together with these Terms and Conditions constitute the whole Agreement between the Parties relating to the subject matter hereof.
- 15.2. No amendment or consensual cancellation of this Agreement or any provision or term hereof or of any Agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement and no settlement of any disputes arising under this Agreement and no extension of time, waiver or relaxation or suspension of, or Agreement not to enforce or to suspend or postpone the enforcement of any of the provisions or terms of this Agreement, shall be binding unless recorded in a written document signed by the Parties (or in the case of an extension of time, waiver or relaxation or suspension, signed by the Party granting such extension, waiver or relaxation).
- 15.3. To the extent permissible by law no Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.

- 15.4. The Parties undertake at all times to do all such things, perform all such reasonable actions and take all such reasonable steps and to procure the doing of all such things, the performance of all such actions and the taking of all such steps as may be open to them and necessary for or incidental to the putting into effect or maintenance of the terms, conditions and/or import of this Agreement.
- 15.5. This Agreement may be executed in 1 (one) or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute 1 (one) and the same agreement as at the date of signature of the Party that signs its counterpart last in time.
- 15.6. No part of this Agreement shall constitute, is intended to be, or shall be construed in a manner of, a *stipulatio alteri* in favour of any person who is not a Party unless the provision in question expressly provides that it does constitute a *stipulatio alteri*. Accordingly, nothing in this Agreement is intended to or does confer any rights or interests on any person other than the Parties hereto and their successors in title. No party which is not a party to this Agreement shall have any right to enforce any of its terms.
- 15.7. Any provision of this Agreement, which is or may become illegal, invalid or unenforceable in any jurisdiction affected by this Agreement shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be treated *pro non scripto* and severed from the balance of this Agreement, without invalidating the remaining provision of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. In such case the parties are obliged, and undertake, to work together to draft provisions which can replace the ineffective provision with one that is legal, valid and enforceable and has an economic effect as similar as possible to that of the ineffective provision.
- 15.8. No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be waiver of that right, and no waiver by either Party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent of the same or any other provisions.

16. GOVERNING LAW

- 16.1. This Agreement shall be governed by the laws of the Republic of South Africa and all Parties consent to the jurisdiction of the courts of South Africa.