

TERMS AND CONDITIONS OF ADVERTISING

1. INTERPRETATION

In this Agreement:

- 1.1. clause headings are for the convenience and are not to be used in its interpretation;
- 1.2. unless the context indicates a contrary intention, an expression which denotes:
 - 1.2.1. any gender includes the other gender;
 - 1.2.2. a natural person includes a juristic person and vice versa;
 - 1.2.3. the singular includes the plural and vice versa; and
 - 1.2.4. the following expressions bear the meanings assigned to them below and cognate expression bear corresponding meanings:
 - 1.2.4.1. "Advertiser"** means the company, individual or agency whose details are reflected in item 1 of the Schedule;
 - 1.2.4.2. "Advertisement"** means an advertisement of the Advertising Material at the Advertising Location;
 - 1.2.4.3. "Advertising Material"** means the artwork comprising the advertisement as provided by the Advertiser to the Company alternatively, the artwork as designed by the Company on behalf of the Advertiser in terms of a separate agreement to be signed between the Parties, if applicable;
 - 1.2.4.4. "Advertising Location"** means the location on which the Advertising Material shall be affixed or displayed;
 - 1.2.4.5. "Agreement"** means this advertising agreement entered into between the Parties, incorporating these Terms and Conditions of Advertising, read together with the Schedule, which is specifically incorporated herein, together with any annexures thereto, which annexures shall also be read as if specifically incorporated herein;
 - 1.2.4.6. "Business Day"** shall include weekdays, and shall specifically exclude Saturdays, Sundays and public holidays;
 - 1.2.4.7. "Campaign Fee"** means the campaign fee recorded in item 5 of the Schedule;
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 - 1.2.4.8. "Commencement Date"** shall be the date recorded in item 2 of the Schedule;

- 1.2.4.9. **"Company"** means LinkedDI (Pty) Ltd, (Registration number 2022/801591/07), a private company incorporated in accordance with the company laws of South Africa and carrying on business at 20 Glencairn Close, Westville, KwaZulu-Natal. Email address: accounts@linkedi.co.za;
- 1.2.4.10. **"Intellectual Property"** means all present and future rights in the Advertising Material and other rights which may in the future be based thereon, including but not limited to copyrights, trade marks, patents and designs, whether registered or not, in and to the Advertising Material;
- 1.2.4.11. **"Interruption Event"** means theft, strike, lock-out, load shedding, blackout, fire, explosion, flood, riot, war, vehicle accidents, act of nature, embargo, legislation, instruction from delivery partner, shortage of or a breakdown in transportation facilities, civil commotion, unrest, strikes or disturbances, cessation of labour, government interference or control, or any other cause or contingency beyond the control of the Company which would prevent the Advertising Material being visible on the roads;
- 1.2.4.12. **"Parties"** means the Company and the Advertiser, and **"Party"** means either one of them, as the context implies;
- 1.2.4.13. **"Schedule"** means the schedule signed by the Company and the Advertiser which incorporates the terms and conditions contained in these Terms and Conditions of Advertising, and which shall record certain aspects of the Agreement;
- 1.2.4.14. **"Services"** means the service provided by the Company pursuant to this Agreement, including advertising campaign management and reporting to the Advertiser;
- 1.2.4.15. **"Term"** means the term of the Agreement measured from the Commencement Date to the Termination Date;
- 1.2.4.16. **"Terms and Conditions of Advertising"** means these terms and conditions of advertising, read together with the Schedule; and
- 1.2.4.17. "Termination Date"** means the date recorded in item 3 of the Schedule.

- 1.3. If any provision is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause, effect will be given to it as if it were a substantive provision in the body of the Agreement.
- 1.4. Words and expressions defined in any clause shall, for the purpose of that clause, bear the meaning assigned to such words and expressions in such clause.

- 1.5. Where any number of days is to be calculated from a particular day, such number shall be calculated as excluding such particular day and commencing on the next day. If the last day of such number so calculated falls on a day which is not a Business Day, the last day shall be deemed to be the next succeeding day which is a Business Day.
 - 1.6. Any reference to days (other than a reference to Business Days), months or years shall be a reference to calendar days, months or years, as the case may be.
 - 1.7. The rule of interpretation that, in the event of ambiguity, the contract must be interpreted against the party responsible for the drafting of the contract, shall not apply.
- 2.
- 1.8. The words "include" and "including" mean "include without limitation" and "including without limitation". The use of the words "include" and "including" followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it.
 - 1.9. All annexures, addenda and amendments to this Agreement form an integral part of this Agreement and, therefore, the Company's contract with the Client.
 - 1.10. The words and phrases in the definition's section above, bear the meanings assigned to them and related expressions bear corresponding meanings.

2. INTRODUCTION

- 2.1. The Company has sourced various Advertising Locations on which the Company shall, in terms of this Agreement, place the Advertising Material thereon, thereby providing the Advertiser with the opportunity for its adverts to reach and inform the general public of it, or its client's services, products and/or brand.
- 2.2. The Advertiser, through the use of the Company's Services, wishes to make use of this advertising opportunity.
- 2.3. The Company and the Advertiser have reached agreement on the terms and conditions, regulating the provisions of the Services, the definition of the Services and the process in which the Services will be rendered, and wish to reduce the terms of this consensus to writing in the form of this Agreement.

3. COMMENCEMENT, DURATION AND RENEWAL

- 3.1. This Agreement shall, notwithstanding the signature date, be deemed to commence on the Commencement Date, continue for the Term and, subject to clause 3.3 below, terminate on the Termination Date.
- 3.2. Notwithstanding the Termination Date, either Party may terminate this Agreement with immediate effect during the Term in the event that the other Party commits a material breach of the provisions of this Agreement which it fails to rectify within 10 (ten) Business Days as per clause 11 below.

3.3. Should the Term be:

3.3.1. between 1 (one) and 5 (five) calendar months, the Advertiser shall be required to provide the Company with at least 1 (one) calendar month's written notice; or

3.3.2. 6 (six) calendar months or more, the Advertiser shall be required to provide the Company with at least 3 (three) calendar months' written notice,

prior to the Termination Date to either renew the Agreement for a further term as agreed to between the Parties, or for the Agreement to terminate on the Termination Date. Should such notice to renew or terminate not be delivered by the Advertiser with the notice period specified or at all, the Agreement shall be deemed to continue on a month to month basis, with either Party being permitted to terminate the Agreement on 1 (one) month's written notice to the other Party.

4. DISPLAY

4.1. The Company shall, as part of its Services to the Advertiser, place the Advertising Material at the agreed Advertising Locations as recorded in item 4 of the Schedule.

4.2. Such Advertising Material may be provided to the Company by the Advertiser or a third party authorised by the Advertiser, alternatively, the Company may, at the Advertiser's request, design the Advertising Material on the Advertiser's behalf.

4.3. In the event of the Advertiser:

4.3.1. providing the Company with Advertising Material, the Advertiser undertakes that such Advertising Material meets the specifications and dimensions as provided by the Company in order that same may be displayed correctly at the Advertising Location; alternatively

4.3.2. requiring the Company to attend to the designing of the Advertising Material, a separate agreement shall be entered into between the Parties insofar as the designing service is concerned.

4.4. The Advertiser further acknowledges that the Company shall not be liable for the condition or longevity of the Advertising Material taking into account, inter alia, the weather conditions to which the Advertising Material may be exposed.

4.5. The failure by the Advertiser to ensure that the Advertising Material meets the specifications as required by the Company may result in poorly displayed Advertising Material at no fault of the Company, and the Advertiser shall have no recourse against the Company whether financial or otherwise in this regard.

5. SERVICE DELIVERY

5.1. The Advertiser acknowledges that the Company shall not be liable for any delays which may occasioned by the Advertiser failing to provide the Advertising Material timeously.

- 5.2. The Advertiser further acknowledges that if the Advertising Material provided is of a poor quality or does not match the specifications and/or dimensions required a further delay may be occasioned until such time as acceptable Advertising Material is provided.

6. CHANGES TO THE ADVERTISEMENT MATERIAL AND REPAIR/REPLACEMENT THEREOF

- 6.1. The Advertiser may change the Advertising Material as displayed by agreement with the Company, however, this shall attract additional costs to be agreed upon by the Parties.
- 6.2. The Company may, at its discretion, and after each 3 (three) month cycle of this Agreement, in the event of this Agreement extending beyond such 3 (three) month cycle, assess the condition of the Advertising Material and, at its discretion, repair and/or replace the Advertising Material at its own cost.

7. OBJECTION TO ADVERTISER'S ADVERTISEMENT

- 7.1. In the event of any objection received by the Company to the contents of the Advertiser's Advertisement and/or Advertising Material, by any third party, which results in a formal demand being made to the Company to remove the Advertisement, then and on being so advised by the Company, the Advertiser shall immediately elect whether the Company shall give effect to the demand or not.
- 7.2. In the event of such election being that the Company does not give effect to the demand, then by its signature hereto the Advertiser hereby indemnifies the Company against any and all claims arising from or in connection with the objections contained in such demand and shall furthermore, within 7 (seven) days from the date of such notification, provide to the Company an acceptable guarantee covering any and all legal costs and any judgement which may be granted against the Company arising from such objection.
- 7.3. In the event of any litigation, relating to the contents of the Advertisement and/or Advertising Material of the Advertiser, the Advertiser shall procure the services of its own attorneys and at its own costs defend and/or oppose any action and/or application contemplated above. Notwithstanding the foregoing, the Company's attorneys shall have the right to obtain any information that may be required from the Advertiser's attorneys in regard to such defence or opposition as aforesaid and the Company's attorneys' costs in this regard shall form part of the guarantee furnished by the Advertiser.
- 7.4. In the event of the Advertiser requiring the Company to accede to the demand referred to above, or in the event of a competent Court of Law ordering the Advertisement and/or Advertising Material to be removed, then and in such event the Advertiser shall not be entitled to withhold any payment herein referred to and shall furthermore continue to be liable for any and all costs and fees referred to herein.
- 7.5. The Advertiser exempts the Company from any liability regarding the contents of any Advertisement and/or Advertising Material the Company is required to install or display in terms of this Agreement.
- 7.6. It is the prerogative of the Company to refuse to install or display any Advertisements and/or Advertising Material which will render the Company criminally liable in terms of the legislation referred to above.

- 7.7. If any Advertisements and/or Advertising Material cannot be installed or displayed as a result of any impediment in terms of the legislation referred to above, it will not absolve the Advertiser of the terms and conditions of this Agreement especially the payment of any and all costs and fees referred to herein.

8. PAYMENT IN RESPECT OF THE SERVICES

- 8.1. The full Campaign Fee is set out in item 5 of the Schedule and shall be payable in accordance with this clause 8.

Account Holder: XXX

Bank: XXX

Account Number: XXX

Reference: Invoice Number

with proof of payment so effected to be emailed to accounts@linkeddi.co.za.

- 8.2. The remaining balance, if applicable, shall be paid into the Company's banking account in the amounts and at the frequency set out in items 5 and 6 of the Schedule.

- 8.3. In the event of the Advertiser failing to timeously effect payment of any amount due to the Company in terms of this Agreement, the Company shall without prejudice to any other rights which it may have in terms of this Agreement or otherwise at law, be entitled to:

8.3.1. suspend the provision of the Services in terms of this Agreement for any period in which any payment remains outstanding;

8.3.2. remove the Advertising Material at a reasonable fee determined by the Company. To the extent that any arrear payments are later settled by the Advertiser, and to the extent that the Advertiser would like to reinstate the Advertising Material at the Advertising Location, the Company may charge the Advertiser a further reasonable fee determined by the Company to reinstate; and/or

8.3.3. retain any or all Advertising Material provided to the Company until such time as the outstanding amounts are paid in full.

- 8.4. The Advertiser agrees that it shall pay all the Company's expenses in recovering any amounts the Advertiser owes the Company, including legal costs on the attorney and client scale, collection charges and tracing fees, and VAT thereon and/or anything other costs incurred by the Company.

- 8.5. The Campaign Fee shall escalate on each anniversary of the Commencement Date by an amount equal to the percentage recorded in item 7 of the Schedule.

- 8.6. The Advertiser shall, without prejudice to the Company's other rights in terms of this Agreement or at law, pay to the Company default interest on any amount falling due for payment in terms of this Agreement which is not paid in full on such due date, from the date that such amount became due and payable to date of payment thereof (both dates inclusive), calculated at a rate equal to the prime lending rate charged by First national Bank plus 4% (four percent).

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. The Company acknowledges that any and all Intellectual Property used or embodied in connection with the Advertising Material is and will remain the sole property of the Advertiser or its client (as the case may be), alternatively that the Advertiser has obtained the necessary permission to use such Intellectual Property from the owner thereof, and nothing herein shall be construed as having transferred any Intellectual Property rights to the Company.
- 9.2. The Company does not permit Intellectual Property infringing activities and may at its sole discretion, remove any infringing content or refuse to provide the Services should it come to the Company's attention that the Advertising Material infringes on another's Intellectual Property.

10. INDEMNITIES & LIABILITY

10.1. Disclaimers and limitation of liability

- 10.1.1. To the fullest extent permissible by law, the Company disclaims all warranties, any representations of fitness for purpose of any kind, whether express or implied in respect of the Services and the Advertiser utilises the Services at its own risk.
- 10.1.2. The Advertiser agrees that the Company is unable to, and is not required to, guarantee a particular result or set of commercial results.
- 10.1.3. The Advertiser understands that the Company does not guarantee that the Advertising Material will be on display every day, or for a set period of time on any given day, which may be as otherwise represented.

10.2. Indemnity

- 10.2.1. The Advertiser and its clients, to the extent applicable, hereby indemnify and hold the Company harmless against all claims, demands, fines, penalties, actions, injury to person or property, proceedings, judgements, damages (whether damage to person or reputation), losses, costs, expenses, claims (including third party claims in the event of accidents), or other liabilities of whatsoever nature caused, however so arising, whether negligently or otherwise, whether arising at common law or by statute, by the Advertiser or its clients.
- 10.2.2. Without limiting the foregoing, the Advertiser and its clients, to the extent applicable, hereby indemnify the Company, and agree to keep the Company indemnified, from and against any claim, loss, damage, cost or expense that the Advertiser may suffer or incur as a result of or in connection with the Services, however so arising.
- 10.2.3. To the extent that the Company's liability cannot be excluded by law, its maximum liability, whether in contract, equity, statute or delict (including negligence) to an Advertiser, will be limited to the Campaign Fee as recorded in item 5 of the Schedule.

- 10.2.4. The Advertiser further acknowledges that the facilities at which the Advertising Location is situated are not owned or control by the Company. As such, the Company shall not be held responsible nor liable for any negative consequence caused or resulting from the facility at which the Advertising Location is situated.
- 10.2.5. The Advertiser acknowledges that neither the Advertiser nor any of the Advertiser's employees, clients, or any estate, heir, successor, partner or business associate (claimants), will have any claim of whatsoever nature against the Company or any of the Company's employees, shareholders, directors or successors in title arising out of any injury of whatsoever nature which the claimants may sustain.
- 10.3. Notwithstanding anything to the contrary contained in this Agreement, in no circumstances will the Company be liable for any indirect, punitive or consequential loss or damages, loss of income, profits, goodwill, data, contracts or any loss or damages arising for any reason whatsoever, whether in delict, contract or otherwise.

11. BREACH

- 11.1. Subject to clause 11.2 below, should any Party breach any of its obligations in terms hereof and persist in such breach for a period of 10 (ten) Business Days after written notice will have been given to it by the other Party, the aggrieved Party shall be entitled without prejudice to any rights which it may have in terms hereof or at law, to:
- 11.1.1. an order for specific performance and damages; or
- 11.1.2. cancel this Agreement and claim damages.
- 11.2. Notwithstanding anything to the contrary contained in clause 11.1 above, the Parties agree that no Party shall be entitled to terminate this Agreement unless the breach complained of is a material breach going to the root of the Agreement and is incapable of being remedied by the payment of monetary compensation or otherwise or if so capable of being remedied, the defaulting Party fails so to remedy the breach within 10 (ten) Business Days of receipt of written notice calling upon it to do so, as recorded in item 11.1 above. If any dispute shall arise as to whether:
- 11.2.1. any breach is a material breach which goes to the root of the contract; or
- 11.2.2. the breach is incapable of being remedied by the payment of monetary compensation or otherwise;
or
- 11.2.3. if it is capable of being remedied by the payment of monetary compensation or otherwise, whether the defaulting Party has failed to do so timeously,
- then such dispute shall be determined, mutatis mutandis, in accordance with the provisions of clause 12 below.
- 11.3. All costs, charges and expenses of whatsoever nature which may be incurred by any Party in enforcing its rights in terms hereof including, without limitation, legal costs on the scale as between attorney and own client

and collection commission, irrespective of whether any action has been instituted shall be recoverable from the Party against which such rights are successfully enforced.

12. DISPUTE RESOLUTION AND MEDIATION

- 12.1. Save as otherwise contained herein, should any dispute arise between the Parties in connection with this Agreement, the senior representatives of the Parties shall attempt on the basis of good faith to settle such dispute by way of negotiation.
- 12.2. If either Party provides written notification to the other that such attempt has failed then each Party shall attempt to agree upon the appointment of a suitably qualified mediator, within 10 (ten) Business Days of such dispute being referred.
- 12.3. If agreement is not reached as to the appointment of such mediator within 10 (ten) Business Days after either Party has in writing called for the appointment of a mediator, or where an appointment has been agreed upon and such mediator is not able to mediate a resolution of such dispute within 20 (twenty) Business Days after such appointment then any Party may give written notice to the other Parties referring the dispute to arbitration in accordance with the provisions of this clause 12 ("Arbitration Notice").
- 12.4. The arbitration shall be:
 - 12.4.1. held in Durban;
 - 12.4.2. conducted in the English language;
 - 12.4.3. held before a single arbitrator;
 - 12.4.4. subject to the provisions of this clause 12, conducted in accordance with the Arbitration Foundation of Southern Africa (AFSA) Rules; and
 - 12.4.5. held as soon as is reasonably practicable in the circumstances and with a view to it being completed within 30 (thirty) Business Days of the date of the Arbitration Notice.
- 12.5. The arbitrator shall be if the question in issue is:
 - 12.5.1. primarily an accounting matter an independent accountant advocate with no less than 10 (ten) years' experience agreed upon between the Parties;
 - 12.5.2. primarily a legal matter, an independent practising senior advocate with no less than ten years' standing agreed upon between the Parties; and
 - 12.5.3. any other matter a suitably qualified independent person agreed upon between the Parties.
- 12.6. If the Parties cannot agree upon a particular arbitrator under the provisions of clause 12.3 above within 7 (seven) Business Days after the arbitration has been demanded, the nomination shall be made by the

President for the time being of the South African Institute of Chartered Accountants within 5 (five) Business Days after the Parties have so failed to agree.

- 12.7. The arbitrator shall determine which Party shall pay the costs of and incidental to the arbitration or, if more than 1 (one) Party is to contribute, the ratio of their respective contributions, and the scale on which such costs are to be paid.
- 12.8. Subject to each Party's rights of appeal in accordance with the AFSA Rules, the Parties irrevocably agree that the decision of the arbitrator shall be final and binding on them, shall be carried into effect, and shall be capable of being made an order of any court of competent jurisdiction.
- 12.9. The provisions of this clause 12:
 - 12.9.1. constitute irrevocable consent by the Parties to any proceedings in terms of this clause 12 and no Party shall be entitled to withdraw therefrom or claim at any such proceedings that it is not bound by such provisions;
 - 12.9.2. are severable from the rest of this Agreement and shall remain in effect despite the termination, or invalidity for any reason, of this Agreement; and
 - 12.9.3. shall not preclude any Party from obtaining interim relief on an urgent basis from any court of competent jurisdiction pending the decision of the arbitrator.

13. NOTICES AND DOMICILIUM

- 13.1. The Parties choose as their respective domicilium citandi et executandi for the purpose of legal proceedings and for the purpose of giving or sending any notice provided for or necessary of this Agreement, the addresses as set out in item 1 of the Schedule in respect of the Advertiser and clause 1.2.4.8 above in respect of the Company provided that a Party may change its domicilium to any other physical address or telephone or fax number or email address by written notice to the other Party to that effect. Such change of address will be effective seven days after receipt of notice of change of domicilium.
- 13.2. All notices to be given in terms of this Agreement will:
 - 13.2.1. be given in writing;
 - 13.2.2. be delivered by email, facsimile or sent by courier; and
 - 13.2.3. if delivered, be presumed to have been received on the date of delivery.
- 13.3. If any notice is sent by email, the provisions of the Electronic Communications and Transactions Act 25 of 2002 governing receipt of data messages, shall apply.

- 13.4. Notwithstanding the above, any notice actually received by the Party to whom notice is addressed will be deemed to have been properly given and received, notwithstanding that such notice has been given in accordance with the provisions of this clause.

14. INTERRUPTION EVENT

- 14.1. The Company shall not be held liable for the failure of the Advertising Material being visible to third parties for any length of time during an Interruption Event.
- 14.2. The Company shall further not be liable for any losses which the Advertiser or its clients, to the extent applicable, may suffer as a result of an Interruption Event insofar as this Agreement is concerned.
- 14.3. The Company shall notify the Advertiser of the Interruption Event in writing as soon as it becomes reasonably aware of the Interruption Event.
- 14.4. During the occurrence of an Interruption Event this Agreement shall continue to operate on the terms and conditions as set out in this Agreement.
- 14.5. Notwithstanding what is set out in clause 14.4 above, in the event that an Interruption Event continues for a period exceeding 1/3rd (one-third) of the duration of this Agreement, then the Company may elect to suspend all payment obligations in terms of this Agreement from that point forward and until the Interruption Event has passed (save for if the Advertiser is in arrears and a payment plan has been agreed to).
- 14.6. Alternatively, the Parties may after agree to meet and negotiate the suspension, termination or restructuring of this Agreement.
- 14.7. The failure of the Company to perform the Services under this Agreement shall not be considered to be a breach of, or default provided such inability arises from an Interruption Event, and that the Company has taken all reasonable precautions, due care and reasonable alternative measures in order perform in terms of this Agreement, and has informed the Advertiser as soon as possible about the occurrence of such an event.

15. CERTIFICATE

- 15.1. In the event of the breach being one of a financial nature, save as may be expressly provided to the contrary elsewhere in this Agreement, a certificate under the hand of any manager or director of the Company as to the existence and amount of the indebtedness of the Advertiser to the Company at any time, as to the fact that such amount is due and payable, the amount of interest accrued thereon, the rate of interest applicable thereto, as to any other fact, matter or thing relating to the indebtedness of the Advertiser to the Company and/or stating that the Advertiser has acted or failed to act in a particular manner shall, in the absence of manifest error, be:

- 15.1.1. prima facie proof of its contents and of their correctness for all purposes;

15.1.2. valid as a liquid document for purposes of any provisional sentence, summary judgment or other proceedings instituted by the Company against the Advertiser; and

15.1.3. deemed to be sufficiently particular for the purposes of pleading or trial in any action or other proceedings instituted by the Company against the Advertiser.

15.2. It shall not be necessary to prove the authority and/or appointment of the person signing any such certificate.

16. WHOLE AGREEMENT

16.1. This Agreement, together with the annexures, or addendums referred to herein or therein, if applicable, constitute the entire agreement between the Parties in respect of the subject matter hereof.

17. VARIATIONS

17.1. No contract varying, adding to, deleting from or cancelling this Agreement, and no waiver of any right under this Agreement, shall be effective unless reduced to writing and signed by or on behalf of the Parties. Writing shall not be construed as email correspondence signed by means of email signatures.

18. NON-WAIVER

18.1. No Party shall be regarded as having waived, or be precluded in any way from exercising, any right under or arising from this Agreement by reason of such Party's having at any time granted any extension of time for, or having shown any indulgence to another Party with reference to, any payment or performance hereunder, or having failed to enforce, or delayed in the enforcement of, any right of action against any other Party, unless reduced to writing and signed by all Parties.

19. CESSION

19.1. The Company may cede, assign, mortgage, sublet, dispose or in any other way hypothecate or transfer any or all of its right, interests or obligations under and/or in terms of this Agreement, the Advertising Location or any portion thereof without the consent of the Advertiser.

19.2. Each party's successors in title or permitted assigns shall be bound by the provisions of this Agreement as if they have entered into this Agreement.

20. NON-REPRESENTATION

20.1. The Parties acknowledge that in entering into and performing this Agreement they do not do so on the basis of, and do not rely on any statement or representation or warranty or understanding other than as expressly contained in this Agreement at the Commencement Date.

21. APPLICABLE LAW

- 21.1. This Agreement shall be interpreted and implemented in accordance with the law of the Republic of South Africa.

22. COSTS

- 22.1. Each Party shall bear that Party's own legal costs of and incidental to the negotiation, preparation, settling, signing and implementation of this Agreement.
- 22.2. All costs, charges and expenses of any nature whatever which may be incurred by a Party in enforcing its rights in terms of this Agreement, including legal costs on the scale of attorney and own client and collection commission, irrespective of whether any action has been instituted, shall be recoverable from the Party against which such rights are successfully enforced.

23. SEVERABLE

- 23.1. If any provision of this Agreement should be wholly or partly invalid, unenforceable or unlawful, then this Agreement shall be severable in respect of the provision in question (to the extent that it is invalid, unenforceable or unlawful) and the remaining provisions of this Agreement shall remain in full force and effect.