

JSE Limited

Studio Hire Terms and Conditions

Please read these Terms carefully. All the terms and conditions are important, but please pay special attention to the parts that are inside a box with bold writing. These parts contain information about those terms and conditions that have important consequences for you. The wording in the boxes is only intended to bring the terms and conditions to your attention, and to explain their nature and effect. They are aids to understanding only and are not terms and conditions themselves. They do not limit the meaning or application of the provisions of these Terms, and do not apply to the situations and examples described in the boxes or to similar situations or examples.

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this Agreement, unless clearly inconsistent with or otherwise indicated by the context:

- 1.1.1. "Agreement" means this agreement set out in this document, together with the Booking Form, both of which shall be an integral part of this Agreement and shall be interpreted and construed accordingly;
- 1.1.2. "Booking" means the booking on a specific date or period of time as specified in the Booking Form;
- 1.1.3. "Booking Fee" means the 100 % (one hundred per cent) payment of the Fees due and payable by the Customer in order to secure the date and booking of the Booking;
- 1.1.4. "Booking Form" means the booking form to be completed by the Customer containing information used for the purpose of recording the initial specifications, functionality, purpose, configuration and details of the Booking;
- 1.1.5. "Booking Officer" means the person appointed by the JSE and who will be generally responsible for matters concerning the Event or matters arising out of the use of the Studio;
- 1.1.6. "Booking Period" means the period during which the JSE provides the Studio for hire for the Booking as specified in the Booking Form;
- 1.1.7. "Business Day" means any day other than a Saturday, Sunday or a public holiday as gazetted by the government of the Republic of South Africa from time to time;
- 1.1.8. "Customer" means the person or entity named in the Booking Form as the hirer of the Studio and includes but it is not limited to their employees, agents or staff;
- 1.1.9. "Equipment" means any equipment provided by the JSE in relation to the Booking or as specified in the Booking Form, as the case may be;
- 1.1.10. "Fees" means the consideration payable by the Customer to the JSE, as set out in the Booking Form for the Services;
- 1.1.11. "Intellectual Property Rights" means all patents, trademarks, trade names, goodwill, registered designs, design rights, database rights, copyrights and other forms of intellectual property (in each case in any part of the world, whether or not registered or registrable for their full period of registration with all extensions, renewals and revivals, and including all applications for registration or otherwise), confidential information (including know-how or secret processes) and any similar or equivalent rights and assets which may now or in the future subsist anywhere in the world;
- 1.1.12. "JSE" means the JSE Limited, (Registration Number 2005/022939/06), a limited liability company incorporated under the laws of the Republic of South Africa and having its registered office at One Exchange Square, 2 Gwen Lane, Sandown, Sandton, Johannesburg;
- 1.1.13. "JSE Service Providers" means the JSE's exclusive service providers in respect of the Services, as set out in the Booking Form and whom the Customer is obliged to appoint in relation to such services required for the Booking;
- 1.1.14. "Parties" means both the JSE and the Customer, and a reference to a "Party" shall be a reference to either one of them as so determined by the context;
- 1.1.15. "Policies and Procedures" means collectively or individually, as the case may be, the JSE's policies and procedures, including without limitation, emergency procedures, as amended or updated by the JSE from time to time and relevant extracts applicable to the hiring of the Studio and will be provided to the Customer on request;
- 1.1.16. "Premises" means One Exchange Square, 2 Gwen Lane, Sandown, Sandton, Republic of South Africa;
- 1.1.17. "Price List" means the price list for the Services as amended from time to time;
- 1.1.18. "Services" means any service or facility, including the hiring of the Studio as selected in the Booking Form, that the JSE agrees to provide or facilitate access to in relation to the Booking;
- 1.1.19. "Third Party Service Providers" means any third party service provider appointed by the Customer to provide those services indicated in the Booking Form that are outside the scope of Services provided and/or elected by the Customer, which includes, but is not limited to any post-production service providers;
- 1.1.20. "Terms and Conditions" means this document, updated from time to time, covering all financial and legal implications of the agreement entered into between the Parties;
- 1.1.21. "Studio" means the space within the JSE Premises to be used for the Booking as indicated in the Booking Form;

1.2. Interpretation

Where any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of the Agreement, notwithstanding that the term has not been defined in clause 1.1.

2. SERVICES

The JSE shall, upon acceptance of the completed Booking Form by the Customer, receipt of the signed Terms and Conditions and receipt of payment of the Booking Fee, render such Services to the Customer as are set out in the Booking Form.

3. TERMS OF USE:

By your signature hereto or by accessing or using the Services, you: (a) acknowledge that you have read and understand this Agreement and (b) represent and warrant that you have the right, power, and authority to enter into this Agreement, and (c) accept this Agreement and agree that you are legally bound by its terms.

4. FEES

- 4.1. In consideration for the supply and provision of the Services for the start date and times indicated in the Booking Form, the Customer shall pay the JSE the Fees. Payment of the Fees must be made directly to the JSE via an EFT or to the JSE's third-party payment provider, the details of which will be provided to the Customer.
- 4.2. A deposit of the full amount is due upon the acceptance of this Agreement to hold the Booking and will be applied against the final amount owing.
- 4.3. Any additional time required over and above the dates and times indicated in the Booking Form or any additional costs or expenditure ("Additional Fees") shall be billed at the JSE's hourly or daily rate as indicated in the Booking Form. The Customer agrees to pay the JSE such Additional Fees on presentation by JSE of an invoice in respect of such additional expenditure.
- 4.4. The Fees exclude any charges of the JSE Service Providers and/or Third Party Service Providers to provide any post-production services and/or services outside of the Scope of the Services and the package indicated in the Booking Form.

5. INVOICING AND PAYMENT

5.1. Invoicing

The JSE shall, as soon as reasonably possible following receipt of the signed Agreement, issue a tax invoice for the Fees to the Customer.

5.2. Payment

- 5.2.1. Payment of the Booking Fee is required in order to secure a confirmation of the reservation of the Booking as per the Booking Form.
- 5.2.2. Payment of the Booking Fee by the Customer will, unless otherwise specified by the JSE, be made within 5 (five) working days of submission of the signed Agreement.
- 5.2.3. For the avoidance of doubt, The Event will not proceed without full payment of the Booking Fee prior to the Booking. The JSE will not be held liable for any costs incurred by the Customer if the Booking is not confirmed due to non-payment of the Booking Fee.
- 5.2.4. Any amount owing by the Customer in relation to the Additional Expenditure for 5 (five) working days and longer after the due date, will attract interest at a rate of 2 % (two per cent) per month higher than the prevailing prime overdraft rate. Any disputes on the Fees and/or the Additional Fees by the Customer that are not resolved within 30 (thirty) days from receipt of the tax invoice for the Fees and/or Additional Fees shall be referred to the Chief Financial Officers of the respective parties for resolution, failing which the provisions of clause 15.3 shall apply.
- 5.2.5. Customer may, at the JSE's sole and absolute discretion, pay the JSE by electronic funds transfer.
- 5.2.6. The JSE bank account details are:
JSE Limited
Bank First National Bank
Branch Corporate Account Service
Branch Code 255 005
Account Number 50 971 505 283
Reference JSEStudio and "Company Name"
- 5.2.7. Customer shall forward a copy of the proof of payment by electronic funds transfer or deposit slip to the Booking Officer within 2 (two) days of payment.

6. JSE'S OBLIGATIONS

- 6.1. The JSE shall ensure that at all times during the rendering of the Services to the Customer:
 - 6.1.1. appropriately skilled and experienced personnel will render the Services in a timely, professional and workman like manner in accordance with good industry practice;
 - 6.1.2. the Studio and Premises are clean; and
 - 6.1.3. the Equipment is in good working order.

7. CUSTOMER'S OBLIGATIONS

- 7.1. The Customer undertakes and shall be obliged to:
- 7.1.1. complete and provide accurate information relating to the Booking as indicated in the Booking Form;
 - 7.1.2. ensure that the restrictions and requirements as detailed in the Booking Form, the Policies and Procedures or as advised by the Booking Officer in relation to the Event, including, but not limited to the internal security and emergency evacuation procedures, are adhered to by the Customer and that its employees, Staff and guests comply therewith;
 - 7.1.3. ensure that the maximum number of guests permitted to the Studio at any one time is not exceeded;
 - 7.1.4. confirm that the Studio is clean and the Equipment is in good working order prior to the Booking and failing timeous notification thereof to the contrary to the JSE prior to the commencement of the Booking, the Customer will be deemed to have accepted that the Studio is clean and the Equipment is in good working order;
 - 7.1.5. for the duration of the Booking, protect the Studio and not damage the Studio and/or the Premises in any manner whatsoever;
 - 7.1.6. adhere strictly to all times in the Booking Form and vacate the Studio at the expiration of time stated, failing which, overtime fees in the Price Schedule will be levied;
 - 7.1.7. for the package indicated appoint the JSE Service Providers detailed in the Booking Form as required for the Booking or any Third Party Service Provider for any post-production services and/or additional extras outside of the scope of the package and all engagements will be directly by the Customer and all costs associated thereto will be for the Customer's account;
 - 7.1.8. provide the Booking Officer with all details relating to the Booking set-up, including but not limited to, table plans, exhibition plans, floor plans and other audio-visual requirements, temporary staff requirements and room layouts as specified in the Booking Form, a minimum of 14 (fourteen) days prior to the Event;
 - 7.1.9. appoint a nominated representative of the Customer (whose contact details shall be sent to the Booking Officer prior to the commencement of the Booking), who shall accept responsibility for ensuring the effective control and supervision of the Booking and guests in terms of compliance with these Terms and Conditions.
- 7.2. Service Provider Interactions outside of package scope

The JSE shall not be liable for the Customer's interactions with any Third Party Service Providers in relation to the Booking outside of the scope of the packages indicated in the Booking Form. This includes, but is not limited to any other terms, conditions, warranties or representations associated with any interaction the Customer may have with any organisations and/or individuals and/or other Third Party Service Providers. These dealings are solely between the Customer and the Service Providers.

8. INTELLECTUAL PROPERTY

Unless specifically authorised in writing by the JSE and then only to the extent so authorised, the Customer shall have no right to use the Intellectual Property of the JSE and any derivations of same in any manner whatsoever.

The above clause constitutes an assumption of liability and risk by the Customer as you undertake to not use the Intellectual Property Rights of the Company, unless authorisation is obtained from the JSE.

9. DATA PROTECTION AND PRIVACY

- 9.1. The information provided by the Customer on the Booking Form will be used by the JSE and/or any of its Preferred Service Providers and/or service providers and/or agents, for the purposes of providing the Customer with the Studio and/or Services that have booked in terms of the Booking Form and the Agreement.
- 9.2. The Customer agrees that the JSE may put the names and other personal details obtained pursuant to the registration form ("Data") into an electronic directory and may process (as this term is defined in the South African Protection of Personal Information Act, No. 4 of 2013, as amended ("PoPIA")) the Data (i) to the extent necessary to carry out its obligations under these terms and (ii) in the manner, and for the purposes, contemplated in the JSE Privacy Policy (available at (<https://www.jse.co.za/privacy-policy>)). The JSE undertakes to comply with all applicable data protection laws and regulations pertaining to the Data, including, but not limited to, PoPIA ("Data Protection Legislation").
- 9.3. The Customer warrants, represents and undertakes that in respect of all the Data that the Customer provides or makes available to the JSE, the Customer has obtained all the consents necessary (including from the person to whom the Data relates, as well any regulators or other third parties) to ensure compliance by the Customer and the JSE with applicable laws, including Data Protection Legislation.
- 9.4. The Customer indemnifies and holds harmless the JSE from and against all claims and all losses, damages, costs, expenses, penalties and/or fines that the JSE may sustain or incur arising from a breach by the Customer of these terms or any claim that may arise in respect of the Data (save to the extent that such a claim arises from a breach by the JSE of applicable Data Protection Legislation).

The above wording limits and excludes obligations, liabilities and legal responsibilities of the JSE, and also limits and excludes the Customer's rights and remedies and places various risks, liabilities, obligations and legal responsibilities on the Customer. The wording also contains statements which are acknowledgements of fact by the Customer. The Customer will not be able to deny that the statements are true. The JSE may take action against the Customer and may have claims against the Customer as a result of these statements. In addition, the above wording requires The Customer to indemnify (hold harmless) the JSE against claims, loss, damages, and harm that that may be suffered by the JSE as a result of the events set out in this clause. This places various risks, liabilities, obligations and legal responsibilities on The Customer and The Customer will be responsible and liable for the payment of the value of the claims, loss, damages, and harm that that may be suffered or claimed.

- 9.5. The JSE may, from time to time, use security cameras in the Studio and/or on the Premises and the Customer consent to the use of such surveillance equipment as needed for the safety and security of the Studio and/or Premises.

10. CANCELLATION OF THE EVENT AND TERMINATION OF AGREEMENT

- 10.1. A Booking is confirmed on payment of the Booking Fee and on receipt by the JSE of the signed Agreement.
- 10.2. In the event of any cancellation of the Booking or termination of this Agreement for any reason, no liability shall fall upon the JSE in respect of any loss sustained or expenses incurred by the Customer or any other person as a result thereof. The Customer is advised to insure against such loss.
- 10.3. The JSE may cancel or terminate the Services in relation to a Booking, with immediate effect without prejudice to its rights, if:
 - 10.3.1. there is any significant omission from or a misstatement in the Booking Form by the Customer;
 - 10.3.2. the Customer intends using the Studio for an event and/or purpose other than what was indicated in the Booking Form;
 - 10.3.3. the Booking may, in the sole discretion of the JSE, lead to a breach of peace, acts of violence or possible damage to the Studio and/or Premises or its contents or bring the JSE into disrepute;
 - 10.3.4. the Booking or any act in relation thereto contravenes any applicable legislation or statutory regulations including, without limitation, the Occupational Health and Safety Act;
 - 10.3.5. the Customer is placed under final sequestration, liquidation, business rescue or similar circumstances; or
 - 10.3.6. there is any breach of the Agreement which is capable of remedy and the Customer fails to remedy such breach upon written notice to do so within the period set out in such notice.
- 10.4. In the event of a cancellation or termination pursuant to clause 10.3, the Fees paid will be forfeited and in addition, the Customer shall be liable to the JSE for any costs, expenses and losses incurred by the JSE as a result of such cancellation or termination.

The above clauses constitutes an assumption of liability and risk by you, as you undertake to ensure that all amounts due under these Terms are paid on or before the relevant due date. The above clause also limits your rights and remedies against the Company, and these clauses limits and excludes your right to recover or make claims for losses, damages, liability or harm that you may suffer. You will also be responsible for, and you accept, various risks, damages and injury which may be suffered by you.
- 10.5. The JSE may cancel or terminate the Services in relation to a Booking on 30 (thirty) days or such period as the JSE at its sole discretion may determine is reasonable written notice to the Customer, if:
 - 10.5.1. the Studio or Premises is under refurbishment/reconstruction or alterations as required by the landlord of the Premises or otherwise and the Studio or building is, in the opinion of the JSE, unsuitable to host the Services; or
 - 10.5.2. the Studio or the Premises is required by the JSE for an internal JSE Event.
- 10.6. In the event of a cancellation or termination pursuant to clause 10.5, the Fees paid will be refunded to the Customer.
- 10.7. If the Customer cancels the Booking, which includes where the Customer (a) cancels the entire Booking; (b) cancels partial use of the facilities for the Booking; or (c) reduces the duration of the Booking, as a result of which the contracted value is reduced:
 - 10.7.1. no cancellation fee is applicable should the Customer cancel more than 5 (five) Business Days prior to the Booking;
 - 10.7.2. a cancellation fee of 20% (twentyy per cent) of the Fees will be levied should the Customer cancel between 2 (two) and 5 (five) Business Days prior to the Booking;
 - 10.7.3. a cancellation fee of 100 % (one hundred per cent) of the Fees will be levied should the Customer cancel less than 48 (forty eight)hours prior to the Booking.
 - 10.7.4. In the event of a cancellation or termination pursuant to clause 10.7, the cancellation Fees (or the applicable portion thereof) will be payable on the date of cancellation.

11. POSTPONEMENT OF THE BOOKING

- 11.1. In the event that the Customer wishes to postpone the Booking, the Customer will advise the JSE in writing of such postponement at least 30 (thirty) days prior to the Booking or such other period as the JSE, at its sole discretion, agrees in writing.
- 11.2. The postponement of the Booking will be subject to resubmission by the Customer of an amended Booking Form recording the new date and time of the Booking agreed to and this shall be confirmed by the JSE in writing.
- 11.3. If the postponed Booking is subsequently cancelled by the Customer, subject to clause 10.5, the JSE reserves the right to levy an administration fee of 30 % (thirty per cent) of the Fees in relation to such cancellation.

12. FORCE MAJEURE

The JSE reserves the right to cancel any Booking forthwith and without liability on its part in the event of any damage or destruction to the Studio and/or Premises or Equipment by fire or other cause, strikes, lockouts or industrial unrest, or any other causes beyond the control of the JSE which shall prevent it from performing its obligations in connection with any Service.

13. LIMITATION OF LIABILITY

- 13.1. The JSE and the Customer agree that:
 - 13.1.1. the Studio is made available by the JSE without any representation or warranty whatsoever, whether express, tacit or implied and the JSE makes no special guarantees as to the Studio's functionality or suitability to the Customers purposes;
 - 13.1.2. the JSE's consent for the use of the Studio is not an indication that the JSE has endorsed the Customer and/or any of the content of any presentations at the Booking or the Booking itself;
 - 13.1.3. the JSE reserves the right of admission in the Studio and/or upon the Premises in regard to any of the Customers guests or Staff or other person in connection with any Booking held in the Studio or on the Premises;
 - 13.1.4. under no circumstances will the JSE make good or accept responsibility or liability in respect of any loss, theft or damage, howsoever or by whomsoever caused, of or to any goods or property whatsoever of the Customer in or upon the Studio and/or Premises;

- 13.1.5. under no circumstances will the JSE be liable for any incidental or consequential damages such as loss of profit in the Booking fails to properly record and the sole remedy to the Customer Client in the event of a failure to record shall be a refund of Fees incurred, or, at the option of the Customer, a credit allowing the use of the Studio for an equivalent time;
- 13.1.6. the Customer shall be responsible for any damaged caused to the Studio or the Equipment therein by any act, default or neglect of the Customer or its guests or Staff (and agrees to return the Studio and/or Equipment in the condition it was provided to and immediately notify the JSE of any damage, failure or change thereto), whether such is the JSE's property or whether hired specifically by the JSE or JSE Service Providers for the Customer, and shall pay to the JSE, on demand, the amount required to make good or remedy such damage;
- 13.1.7. the JSE shall not be liable or responsible for and assumes no liability for the acts and omissions of the JSE Service Providers, including but not limited to any arrangements or payments between the Customer and JSE Service Providers.
The above clauses limit your rights and remedies against the JSE, and this clauses limits and excludes your right to recover or make claims for losses, damages, liability or harm that you may suffer. You will also be responsible for, and you accept, various risks, damages, harm and injury which may be suffered by you. The above clause requires you to indemnify the JSE and other persons or entities against claims, loss, damages, and the harm that may be suffered by the JSE and other persons or entities as a result of the above clause. This places various risks, liabilities, obligations and legal responsibilities on you and you will be responsible and liable for the payment of the value of the claims, loss, damages, and harm that may be suffered or claimed.

14. INDEMNITY

- 14.1. The Customer, hereby assuming personal liability in respect of any act performed by its Staff, employees and/or sub-contractors (if any), indemnifies and holds the JSE, its officers, directors, employees and agents (collectively, the "Indemnified") harmless from and against, and shall, on demand, pay to the Indemnified the amount of any and all damages, claims, losses, expenses, costs, obligations and liabilities, including, without limiting the generality of the foregoing, attorney's fees on the scale as between attorney and own client ("Claim") suffered directly or indirectly by an Indemnified by reason of, arising out of, resulting from or incurred in connection with:
 - 14.1.1. the death or bodily injury of such person caused by the Indemnified;
 - 14.1.2. any Equipment and/or goods supplied and/or services rendered by the JSE in connection with or pursuant to these Terms and Conditions, including any defects therein;
 - 14.1.3. the damage, loss or destruction of any real or tangible personal property of such person caused to the Indemnified;
 - 14.1.4. any failure by the JSE to perform, comply with and/or fulfil any of its obligations in connection with or pursuant to these Term and Conditions; or
 - 14.1.5. any litigation, proceedings or claims by any third party, for whatsoever cause and howsoever arising (including, without limiting the generality of the aforesaid, breach or alleged breach of intellectual property rights of third parties) in connection with or pursuant to the Agreement

15. GENERAL PROVISIONS

- 15.1. This Agreement records the entire and sole agreement between the Parties and supersedes all other writings or documents, which may have been issued between them.
- 15.2. This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 15.3. Any dispute arising out of or in connection with this Agreement shall be finally resolved by arbitration, held at Sandton, in accordance with the Rules of the Arbitration Foundation of South Africa ("AFSA") by an arbitrator(s) appointed by AFSA. In the event of urgent relief being sought, the Customer submits to the exclusive jurisdiction of the South Gauteng High Court of the Republic of South Africa.
- 15.4. The Customer shall not be entitled to cede or assign, all or any of its rights and/or obligations in terms of Agreement to any third party whatsoever, unless by prior written consent of the JSE, which consent shall not be unreasonably withheld.
- 15.5. The Parties choose as their domicilia citandi et executandi for all purposes under this Agreement, notices or other documents or communications of whatsoever nature the addresses set out in the Booking Form.
- 15.6. The relationship of the Parties shall be governed by this Agreement. Nothing in this Agreement shall be deemed to constitute any Party the partner of the other Party, nor constitute any Party 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.
- 15.7. The Parties shall display good faith in their dealings with each other.
- 15.8. No latitude, extension of time or other indulgence which may be given or allowed by any Party to the other Party in respect of the performance of any obligation hereunder or enforcement of any right arising from this Agreement and no single or partial exercise of any right by any Party shall under any circumstances be construed to be an implied consent by such Party or operate as a waiver or a novation of, or otherwise affect any of that Party's rights in terms of or arising from the Agreement or estop such Party from enforcing, at any time and without notice, strict and punctual compliance with each and every provision or term hereof.
- 15.9. No addition to or variation of this Agreement shall be of any force and effect unless in writing and signed by the Parties.
- 15.10. In the event that any provision of this Agreement is held to be invalid or unenforceable by any competent court having jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement will use their best endeavours to agree on a suitable substituted arrangement which will be valid and will give effect to the intentions of the Parties as reflected in the invalid provision.
- 15.11. This Agreement may be executed in several counterparts, each of which shall together constitute one and the same instrument.