

LOCATION AGREEMENT

STANDARD TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1. The Host is the Owner or duly authorised Agent of the Property which has been listed on the Filmspace Platform.
- 1.2. The Filmmaker wishes to lease/use the Property from the Host for the purposes of making and filming television series, motion picture feature film, reality show, docudrama, documentary or any other format of production or sequences thereof, or a stills shoot for the Production and acquiring the rights in connection therewith.
- 1.3. The Host wishes to lease to the Filmmaker the Property and grant the rights herein subject to the terms and conditions of this Agreement.
- 1.4. Filmspace has provided the Filmspace Platform, for the use of both the Filmmaker and the Host. For the avoidance of doubt, Filmspace is not an agent of either the Filmmaker or the Host, and has no obligations to either Party other than as set out in this Agreement or the Filmspace Platform Terms.

2. DEFINITIONS AND INTERPRETATION

- 2.1. In this Agreement, unless inconsistent with or otherwise indicated by the context the following words and expressions shall bear the following meanings –
 - 2.1.1. “**Agent**” means, if applicable, the party specified in the Schedule;
 - 2.1.2. “**Agreement**” means the terms and conditions as set out herein, read together with the Schedule and the Appendices hereto;
 - 2.1.3. “**Appendices**” means the appendices, which are annexed hereto and form part of this Agreement;
 - 2.1.4. “**Areas of Use**” means the areas of use referred to in the Schedule and on the Filmspace Platform;
 - 2.1.5. “**Authorised Person**” means the person or persons authorised by the Filmmaker from time to time and as specified in the Schedule;
 - 2.1.6. “**Business Day**” means any day that is not a Saturday, Sunday or South African Public Holiday;
 - 2.1.7. “**Cancellation Refund**” means the refund amount payable to the Filmmaker in the circumstances that this Agreement is cancelled early, as set out in clause 10.3 and 12 hereof;
 - 2.1.8. “**Commencement Date**” means the date specified in the Schedule;
 - 2.1.9. “**Confidential Information**” means confidential information as defined in the Social Media Policy annexed to this Agreement
 - 2.1.10. “**Effective Date**” means the date as specified in the Schedule;
 - 2.1.11. “**Fee**” shall be the total amount payable by the Filmmaker to the Host for the use of the Property, based on the number of days of use of the Property at the specific fee rates;

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- 2.1.12. **“Filmmaker”** means the party specified in the Schedule;
- 2.1.13. **“Filmspace”** means Filmspace (Pty) Ltd, a company duly registered in accordance with the laws of the Republic of South Africa;
- 2.1.14. **“Filmspace Fee”** means the fees, together with the VAT thereon, charged by Filmspace from the Host and the Filmmaker in accordance with the Filmspace Platform Terms;
- 2.1.15. **“Filmspace Platform”** means the online platform, owned and operated by Filmspace, on which the Property has been registered by the Host;
- 2.1.16. **“Filmspace Platform Terms”** means the terms and conditions of agreement governing the use by the Host and the Filmmaker of the Filmspace Platform, as set out in both the Filmspace terms of use and terms of service as found on the Filmspace Platform;
- 2.1.17. **“Force Majeure”** means an event beyond the control of the party concerned, that is not caused by the fault of such party and could not reasonably have been foreseen by it, that renders such party unable to perform its obligations in terms of this Agreement and such events shall include, but not be limited to fire, flood, storm, lightning or any natural disaster, civil disturbance, explosion, power failure, rolling blackouts or reduction of power supply, acts, water restrictions, orders or regulations of any governmental or regulatory authority, agency or department, lack or shortage of materials or inability to procure equipment and material; war, invasion, act of a foreign enemy, hostilities (whether war be declared or not), terrorism, civil war, rebellion, revolution, criminal action, theft or vandalism; strikes, lock-outs and labour disputes causing cessation (whether complete or partial) of work, interruption or slow-down of work, whether of the party concerned or the service provider of such party;
- 2.1.18. **“Host”** means the Owner or Agent of the Property as specified in the Schedule;
- 2.1.19. **“Insured Amount”** means the insured amount specified in the Schedule as taken out by the Filmmaker;
- 2.1.20. **“Location Release”** means the location release which is to be completed on the Filmspace Platform;
- 2.1.21. **“Material”** means all filmed scenes, sound recordings and stills photographs and all other works, subject matter or material created by the Filmmaker in connection with the use of the Property whether filmed inside or outside the perimeter of the Property;
- 2.1.22. **“Material Breach”** means a material breach by the Host, including, but not limited to:
- 2.1.22.1. failure to provide the Filmmaker with access or use of the Property as required in terms of this Agreement;
 - 2.1.22.2. failure to act in accordance with the terms of this Agreement;
 - 2.1.22.3. release information relating to the Production on social media platforms now known or hereafter devised;
 - 2.1.22.4. physical violence by the Host or any of its employees and or representatives against any person on the Property; or

- 2.1.22.5. racial, sexual or other harassment of any employee or contractor of the Filmmaker, any employee of the Host, or individual that the Host is dealing with in the course of the lease/use of the Property or breach of the terms of the Sexual Harassment Policy;
- 2.1.23. **“Other Fees”** means the other fees which are payable by the Filmmaker, as set out in the Schedule;
- 2.1.24. **“Owner”** means the party specified in the Schedule;
- 2.1.25. **“Parties”** or **“Party”** means the Party or Parties to this Agreement;
- 2.1.26. **“Period of Use”** means the period from the Commencement Date to the Cancellation Date;
- 2.1.27. **“Preparation Dates”** means the dates specified in the Schedule;
- 2.1.28. **“Production”** means the Production as specified in the Schedule and which term shall for the avoidance of doubt include all material (moving, still or sounds) filmed, recorded or produced, any and all ancillary or derivative productions and material (including prequels, sequels, spin-offs, advertising materials, promotions, making-of’s, press kits, interactive games, and merchandising and any other forms of exploitation in connection therewith;
- 2.1.29. **“Production Activities”** means rehearsing, erecting, deconstructing, photographing, filming and recording scenes and sounds, as applicable and as generally understood within the entertainment industry to be required for the Type of Production, and in connection with the Production;
- 2.1.30. **“Property”** means the property specified in the Schedule and as described and displayed on the Filmspace Platform;
- 2.1.31. **“Rights”** means the rights granted by the Host to the Filmmaker and its lawful assignees in terms of this Agreement;
- 2.1.32. **“SARS”** means the South African Revenue Services;
- 2.1.33. **“Schedule”** means the schedule to which these standard terms and conditions are annexed;
- 2.1.34. **“Sexual Harassment Policy”** means the sexual harassment policy as provided as part of this Agreement;
- 2.1.35. **“Social Media Policy”** means the social media policy which is attached as provided as part of this Agreement;
- 2.1.36. **“Shoot Dates”** means the dates specified in the Schedule;
- 2.1.37. **“Special Conditions”** means the special conditions specified in the Schedule;
- 2.1.38. **“Type of Production”** means the type of production, including but not limited to stills photography or production filming, as specified in the Schedule;
- 2.1.39. **“Utilities/Additional Areas”** means the utilities and additional areas specified in the Schedule;
- 2.1.40. **“VAT”** means value-added tax payable in terms of the VAT Act; and
- 2.1.41. **“VAT Act”** means the Value Added Tax Act No 89 of 1991 (as amended) or its successor

- 2.2. Words importing the singular shall include the plural and vice versa. Words importing natural persons include legal persons and partnerships and vice versa and words importing one gender include all other genders.
- 2.3. Words and expressions defined in any sub-clause shall, for the purpose of the clause of which the sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.
- 2.4. Any reference to statute is to that statute as at the date of signature hereof and as amended or re-enacted from time to time.
- 2.5. Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 2.6. The clause headings in this Agreement have been inserted for reference purposes only and shall not affect the interpretation of any provision of this Agreement.
- 2.7. If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive clause in the body of the Agreement, notwithstanding that it is only contained in this interpretation clause.
- 2.8. If any period is referred to in this Agreement by way of reference to a number of days, the days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which case the day shall be the next succeeding Business Day.
- 2.9. The rule of construction that the contract shall be interpreted against the Party responsible for the drafting or preparation of this Agreement, shall not apply.
- 2.10. Expressions defined in this Agreement shall bear the same meanings in any Appendices hereto which does not contain its own definitions.

3. COMMENCEMENT AND DURATION

- 3.1. This Agreement shall commence on the Commencement Date and shall endure for the Period of Use, unless terminated earlier or extended pursuant to the terms of this Agreement.
- 3.2. Subject to the availability of the Property and consent of the Host (not to be unreasonably withheld), the Period of Use may be extended, changed or the Commencement Date changed by the Filmmaker, if there are Force Majeure, changes in Production schedule or delays due to unforeseen circumstances, on terms and conditions no more onerous than those set out in this Agreement.
- 3.3. Any intended or proposed changes or extensions to the Period of Use, as per clause 3.2 above, will need to be made through the Filmspace Platform and accepted by the Host before same are bound by the terms of this Agreement. These changes or extensions will furthermore be subject to the cancellation provisions and Cancellation Refund, as set out in this Agreement.

4. FEES

- 4.1. In full and final consideration for the rights granted in this Agreement and use of the Property (sufficiency of which is hereby acknowledged by the Host), the Filmmaker agrees to pay the Host the Fees as set out in the Schedule.

- 4.2. Host acknowledges and confirms that the Fee constitutes adequate and sufficient consideration for any inconvenience that may be caused by Filmmaker's Production Activities on and around the Property and surrounding area.
- 4.3. The Parties acknowledge that the payment of all Fees is managed by Filmspace, as the payment agent, through the Filmspace Platform and in accordance with the Filmspace Terms. Accordingly, any refunds of Fees or additional Fees to be paid for extended use of the Property, will be processed by the relevant Party on the Filmspace Platform.

5. **ACCESS TO PROPERTY**

- 5.1. The Host hereby agrees to permit the Filmmaker and its representatives, employees, contractors, agents, independent producers, assigns, successors, licensees and suppliers (all of whom are included in the term "Filmmaker" for purposes of entry upon and uses of the Property) to use the immovable and moveable, real and personal property located at the Property, which shall be deemed to include both the real and personal property, all names, verbiage, address, trademarks, logos, displays and signs located in or around the Property, the interiors, exteriors and any identifying features of the Property, subject to the Host's Special Conditions.
- 5.2. The Host hereby agrees to permit the Filmmaker to enter and access the Property and bring onto the Property all equipment required by for the purposes of the Production Activities, including, without limitation and without prejudice to clauses 6, 7, and 8, the following rights:
 - 5.2.1. erecting and maintaining temporary motion picture sets, and structures, dressing the set, setting up equipment (to the extent required by the Filmmaker);
 - 5.2.2. photographing and/or recording scenes at and/or incorporating all or any part of the Property (including scenes of studio sets representing, for the purposes of the Property, the interior and/or exterior of the Property);
 - 5.2.3. photographing the Property and/or reproducing the Property elsewhere, including all names, verbiage, address, trademarks, logos, displays and signs located in or around the Property and identifying features thereof, accurately or otherwise, by means of film, tape, videotape, still photographs, digital formats or other medium and the right to otherwise do all things reasonably necessary to carry out the production of the Production; and
 - 5.2.4. deconstructing and/or storing all temporary motion picture sets, and structures erected pursuant to clause 5.2.1.
- 5.3. The Filmmaker will ensure that the total number of cast and crew on set at any point in time does not exceed the number permitted by the Host and set out in the Schedule. Should this number be exceeded, the Filmmaker will be liable to pay the Host an amount of R1000.00 (one thousand Rand) for each additional person, in excess of the allowed number or persons, determined to be on the Property per day.
- 5.4. The access herein granted shall be exclusive to the Filmmaker for the Period of Use, as may be extended pursuant to the terms herein.

6. **AREAS OF USE**

- 6.1. The Host agrees that the Filmmaker may make use of the Areas of Use for the Period of Use in relation to the Production.
- 6.2. The Host further agrees that if applicable the Filmmaker may make use of the Utilities and Additional Areas, inclusive in the Fee, during the Period of Use in relation to the Production.

7. USE OF PROPERTY

- 7.1. The Filmmaker shall be entitled to alter or rearrange any movable equipment and/or furnishings on the Property, as applicable and in accordance with the Production Activities. Once Production has finished shooting, the Filmmaker shall substantially restore such equipment and/or furnishings and the Property before the end of the Period of Use.
- 7.2. The Filmmaker shall have the right to erect set pieces and signage for use in the Production.
- 7.3. The Filmmaker shall only be entitled to affect alterations (such as painting) and structural changes to the Property if the specific prior written approval of the Host has been obtained.
- 7.4. Signs on the Property may be removed or changed, but if removed or changed such signs such be replaced.
- 7.5. The Filmmaker will ensure that the Property shall be left, as far as reasonably possible, in substantially the same condition that it was found, fair wear, tear and use expected.
- 7.6. The Filmmaker will ensure that all rubbish is removed from the Property before the Filmmaker vacates the Property. A reasonable cleaning fee will be charged against the Filmmakers account with Filmspace if the Property is not cleaned to the Hosts satisfaction, which satisfaction will not be unreasonably withheld.
- 7.7. Consumption of food or beverages shall only be permitted in the exterior designated food services area on the Property and the Filmmaker will assure that lay-out board or heavy duty cardboard is placed beneath any food service station or vehicles.
- 7.8. Notwithstanding anything to the contrary in this Agreement, the Filmmaker shall have no obligation to use the Property or the Material or to include the Property or the Material in the Production.

8. RESTRICTED ACTIVITIES AND ACCESS

- 8.1. The Host agrees that throughout the Period of Use every reasonable effort will be made, subject to operational requirements, to ensure that no activities that would affect/destroy or restrict access to the unique landscape of the Property which the Filmmaker has contracted to photograph, film and record, will be carried out or permitted by the Host.
- 8.2. The Host will not permit any other photography or sound recording or access to the Property by any party without prior written consent of the Authorised Person as the Filmmaker has exclusive use of the Property.
- 8.3. The Host hereby grants Filmmaker full authority to act in conjunction with and/or on behalf of and in the name of the Host to expel from the Property any individual not authorized to be present on the Property by either Filmmaker or the Host.

9. FORCE MAJEURE

- 9.1. Where Filmmaker cannot use the Property or a material part of the Property by reason of an event of Force Majeure the Filmmaker shall be entitled to suspend the Production Activities or immediately cancel this Agreement through the Filmspace Platform.
- 9.2. The Filmmaker shall have the right to use the Property for so many days as were lost as a result of the event of Force Majeure at a later date to be agreed between the Parties. These new dates must be booked through the Filmspace Platform within a period of 30 (thirty) days from the event of Force Majeure. Should the Filmmaker fail to do so within the required period of time, the Filmmaker will lose the right to reclaim the lost days without further Fee.
- 9.3. In order to ensure that any additional days booked as a result of Force Majeure do not incur a further Fee, the Parties must immediately notify Filmspace in writing of the occurrence of an event of Force Majeure and advise Filmspace of when the Parties have agreed to make up the lost days, so that Filmspace can amend the Period of Use on the Filmspace Platform accordingly.
- 9.4. Where the Filmmaker elects to immediately cancel this Agreement, prior to the Commencement Date, as a result of an event of Force Majeure, then then Filmmaker shall be entitled to a refund as follows:
 - 9.4.1. the Filmmaker will not be liable for payment for any days during the Period of Use for which it was unable to use the Property as a result of Force Majeure. All Fees paid by the Filmmaker, excluding the Filmspace Fee, for such lost days will be refunded to the Filmmaker by the Host.
- 9.5. In the event of cancellation as a result of Force Majeure neither Filmspace, the Host nor the Filmmaker will be liable to each other for any consequential damage or loss suffered in respect of such cancellation.
- 9.6. The Parties acknowledge that all changes made to the Period of Use in terms of this clause 9 must be made on the Filmspace Platform through the processes provided.

10. EARLY CANCELLATION

Cancellation by Filmmaker:

- 10.1. Should the Filmmaker elect, at any time prior to or during the Period of Use, not to use or continue to use said Property for filming or any other purposes (which Filmmaker shall have the right to do), the Filmmaker will effect such cancellation on the Filmspace Platform.
- 10.2. Where this Agreement is cancelled early by the Filmmaker at its own election, the Filmmaker will be entitled to the Cancellation Refund as follows:
 - 10.2.1. if such cancellation is effected more than 48 (forty eight) hours prior to Commencement Date, the Filmmaker shall be entitled to a refund of 50% (fifty percent) of the Fee, less the Filmspace Fee, which will be refunded within 7 (seven) days from the cancellation, and thereafter the Parties shall be released from any and all of their respective obligations hereunder;
 - 10.2.2. if such cancellation is effected less than 48 (forty eight) hours prior to the Commencement Date, the Filmmaker shall not be entitled to any refund of the Fee.

Cancellation by the Host:

- 10.3. Should the Host elect, at any time prior to or during the Period of Use, to cancel this Agreement, the Host will effect such cancellation on the Filmspace Platform and will not be entitled to receive the Fee or any part thereof.
- 10.4. Where this Agreement is cancelled by the Host at its own election, less than 30 (thirty) days from the Commencement Date, the Host will be liable to the Filmmaker for an amount equal to the Fee. The Host will furthermore be subject to the cancellation penalties set out in the Filmspace Platform Terms.

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- 10.5. Filmspace shall not be liable to the Host or the Filmmaker for any loss or damages arising from the early cancellation of this Agreement. Furthermore, the Filmmaker shall not be liable to the Host for any consequential damages or loss suffered as a result of early cancellation.
- 10.6. For the avoidance of doubt any Material produced prior to such cancellation shall be owned by the Filmmaker and the Production shall retain all rights in and to such Materials as granted in accordance with this Agreement.
- 10.7. In any event, in the circumstances of early cancellation, the Filmmaker shall not be liable to the Host for any consequential damage or loss suffered in respect of such early cancellation.

11. LOCATION RELEASE AND RELEASE OF CLAIMS

- 11.1. The Filmmaker and Host agree to jointly inspect the Property prior to the Commencement Date, in order to provide a list of any defects/marks/damage that pre-existed which shall not be considered as matters to be repaired or replaced in terms of this clause. The Filmmaker and the Host shall again jointly inspect the Property within 3 (three) days of the Filmmaker vacating the Property, in order to determine whether the Filmmaker has caused any damages to the Property (fair wear, tear and use excepted), after which the Host will submit a detailed list of all property damage for which Host claims Filmmaker is responsible.
- 11.2. Unless Host notifies Filmmaker in writing of any damages to the Property and/or restoration not completed as required under this Agreement, and/or any other claim concerning Filmmaker's use of the Property, within 3 (three) business days after the date on which the Filmmaker vacates the Property, Host shall be deemed to have waived any claim against Filmmaker concerning the use of the Property, damage to the Property, and/or the restoration of the Property and to have released Filmmaker from any and all obligations relating to the Property.
- 11.3. Provided that Filmmaker timely receives a written list of claimed damage, Filmmaker shall repair any actual and verifiable damage to the Property directly caused by Filmmaker's use thereof (or shall arrange for the repairs to be made by contractors selected by the Filmmaker), provided, however, that Filmmaker shall not be obligated to repair any damage to the Property caused by or contributed to by Host. All repairs and/or replacements are to be made within 7 (seven) business days of receipt of the list of damages, or such reasonable time as agreed between the Parties.

- 11.4. Should the Filmmaker fail to repair and/or replace any damages within the required and/or agreed time, Filmspace will be entitled to deduct the costs of such repairs and/or replacements against the Filmmakers account, on presentation of valid quotations by the Host.
- 11.5. Host further agrees to promptly sign and deliver within 3 (three) business days of Filmmaker vacating the Property where no notice of damages is provided, or within 3 (three) business days of any restoration where the damages notice was provided, the Location Release in order to confirm such release and waiver.
- 11.6. Host's failure to sign and deliver such release within such time period shall be a deemed confirmation of the Host's release and waiver of all its claims and obligations against Filmmaker relating to the Property.

12. GRANT OF RIGHTS AND WAIVER

- 12.1. Filmmaker shall have the right but not the obligation to conduct the Production Activities and to use all Materials in the Production, including the actual name, if any, connected with the Property, or to use any other name, fictional or otherwise, for the Property and to the extent necessary hereby acquires a license in perpetuity to use the same in connection with the production, advertising, promotion distribution and exploitation of the Production and any allied and ancillary rights therein. For purposes of clarity, Filmmaker shall have the right to refer to the Property or any part thereof by any fictitious name and/or to attribute any fictitious events as occurring thereon.
- 12.2. The Host hereby grants all rights of every kind and nature in and to the Material incorporating any part of the Property (including, but not limited to all artwork or signage present on the Property), the right to duplicate and recreate all or a portion of the Property (digitally or otherwise), and to use and re-use the said Materials in connection with any motion pictures or other visual, audio or audiovisual materials or materials as Filmmaker, its successors, assigns and licensees shall elect, and in, and in connection with advertising, publicizing, exhibiting and exploiting any and all scenes photographed or recorded at the Property throughout the world in perpetuity.
- 12.3. The rights granted herein shall be solely owned and remain exclusively vested in Filmmaker, its successors, assigns and licensees.
- 12.4. Neither the Host nor any tenant or other party now or hereafter having an interest in the Property shall have any right of action against the Filmmaker or any other party arising out of any use of such Materials, whether or not such use is, or may be claimed to be defamatory, untrue, an invasion of privacy or censurable in nature.
- 12.5. The Host, any tenant, and any other party now, or hereafter, having an interest in the Property hereby waives, any and all rights of privacy, publicity, or any other rights of any nature in connection with the exploitation of the Materials in any manner including without limitation in connection with the Production.
- 12.6. The Host shall have no rights whatsoever in and to the Materials or part thereof of any kind or nature owned by Filmmaker, its successor, assigns and licensees, including without limitation in relation to the Production.

- 12.7. All rights granted under this Agreement are irrevocable and not subject to reversion, rescission or cancellation and the parties acknowledge and agree that the provisions of this clause shall survive the cancellation of the Agreement.
- 12.8. Pursuant to the rights granted herein, the Filmmaker and its licensees, sponsors, assigns and successors may for the full period of copyright, including all extensions, revivals and reversions thereof and thereafter (insofar as is or may become possible) in perpetuity throughout the whole universe, exhibit, advertise, reproduce, promote and exploit the Production and/or the Materials or any portion or part thereof, however depicted whether in the Production or otherwise, whether or not such uses contain audio and/or visual reproduction of the Property, and whether or not the Property is identified, by any and all means and in any and all media, devices, processes and technology which currently exists or which may be devised in the future, including without limitation in, and in connection with any motion picture or other production, theme park, motion picture studio tour, publishing and/or merchandise in connection with any of the foregoing and/or in connection with any exhibition, advertising, and exploitation thereof.
- 12.9. In addition the Filmmaker, its successors, assigns and licensees shall be entitled to make such alterations or additions to Materials as the Filmmaker, its successors, assigns or licensees may desire.

13. HOST WARRANTY

13.1. The Host warrants, represents and undertakes that:

- 13.1.1. it has the sole right and authority to enter into this Agreement and to grant the rights and permissions granted to the Filmmaker pursuant to this agreement;
- 13.1.2. the consent of no other party is necessary to effectuate the full and complete permission granted herein to the Filmmaker to use the Property as described in this Agreement or to grant the rights conveyed to the Filmmaker hereunder;
- 13.1.3. Host will take no action, nor allow or authorise any third party to take any action which might interfere with the full use and enjoyment of the Property by Filmmaker as outlined herein;
- 13.1.4. there are no outstanding contracts or commitments of any kind which conflict with this Agreement or may limit, restrict or impair Filmmaker's use and enjoyment of the Property or the rights granted to Filmmaker hereunder;
- 13.1.5. the Property is in good condition and repair (including without limitation the electrical, water and sewage systems, fire sprinkler system, fire alarm and/or smoke detection systems and fire hydrants running to and in the Property, were applicable), has been properly maintained in compliance with all laws, rules, regulations, codes and ordinances, including but not limited to those relating to environmental health and safety matters, and is free of latent defects, hazardous materials, or illegal conditions affecting the Property; and
- 13.1.6. Host will maintain the Property in a useable condition for all uses by Filmmaker contemplated in this Agreement.

14. LIMITATION OF LIABILITY

- 14.1. The Host shall not be responsible for any loss, injury, or damages which may be suffered by the Filmmaker, its employees, crew, sub-contractors or agents in connection with the use of the Property, excluding any loss, damage or injury arising directly or indirectly as a result of the Host, its employees, sub-contractors or agents, negligence or willful misconduct, failure to maintain the Property in a proper and working condition and/or any hidden or latent defects in the Property and/or as a result of Host's breach of any representation, warranty or obligation herein.
- 14.2. The Host agrees that in the event of any breach of this agreement or any dispute with respect thereto, the Host shall be limited to the Host's remedy at law for actual/direct damages, if any, actually suffered by the Host. In no event shall the Host be entitled to any consequential or incidental damages.
- 14.3. In no event shall the Host be entitled to rescind the rights granted herein, restrain, enjoin, or interdict the production, distribution, exhibition, advertising, publicity, publicizing or exploitation of the Materials, the Production or the Property, any still, motion pictures and sound recordings based on or reproducing the Materials, including without limitation, the Production, or otherwise be entitled to any interdict, or other equitable relief in any jurisdiction throughout the world.
- 14.4. Filmspace shall not be liable for any loss, injury or damages which may be suffered by the Filmmaker and/or the Host in relation to the use of the Property or the use of the Filmspace Platform.
- 14.5. The Host agrees to indemnify and hold harmless Filmspace and the Filmmaker from and against any and all liability incurred under any applicable tax legislation, including all reasonable legal fees as a result of the failure by the Host to declare any amounts received by the Host, and/or to pay any amount owing thereon to the South African Revenue Service or the applicable taxing authorities.
- 14.6. The parties acknowledge and agree that this clause shall survive the expiry or cancellation of this Agreement.

15. INDEMNITY

- 15.1. The Filmmaker shall indemnify and hold the Host harmless from any claims and demands of any person arising out of or based upon the personal injuries, death or damage to the Property resulting directly from any act of gross negligence or willful misconduct on the Filmmaker's part in connection with the use of the Property in respect of the Production, excluding any claims or demands arising out of Host's negligence or willful misconduct, arising out of any hidden or latent defect in the Property, and/or the Host's failure to maintain the Property in a proper and working condition, and/or arising out of Host's breach of any representations, warranties or obligations herein.
- 15.2. Notwithstanding anything to the contrary in this Agreement, the liability of the Filmmaker in terms of this Agreement shall be limited to Filmmaker's public liability cover.
- 15.3. The Host agrees to indemnify, keep fully indemnified and hold harmless the Filmmaker (and its successors and assigns) from and against any and all claims, liabilities, damages, proceedings and actions of whatsoever nature arising out of or resulting from any breach, default or non-performance by the Host of the Host's undertakings, representations and warranties pursuant to this Agreement,

and/or the Host's failure to maintain the Property in a proper and working condition the negligence or willful default or breach of this Agreement, or caused by the negligence or willful misconduct of Host, its employees, agents or officers, or any other tenants, licensees or invitees of the Property and/or arising from any hidden or latent defects in the Property.

- 15.4. The Parties hereby indemnify Filmspace against any and all claims which either Party or any third party may have, arising out of this Agreement, or the use of the Property or the Filmspace Platform.

16. INSURANCE

- 16.1. Prior to the Commencement Date, the Filmmaker shall be required to carry and maintain commercial general liability insurance, which shall include coverage for bodily injury, personal injury, third party property damage and contractual liability, with limits of liability of not less than the Insured Amount.
- 16.2. In addition to the insurance held by the Filmmaker, the Host shall be required to carry and maintain its own commercial general liability insurance over the Property, which shall include coverage for bodily injury, personal injury, third party property damage and contractual liability.
- 16.3. The Host acknowledges that the Filmmaker's liability will be limited to the Insured Amount and should there be a shortfall in any claim, the Filmmaker will not be liable for such shortfall. It will be the responsibility of the Host to claim against its own insurance for any such shortfall.
- 16.4. Either Party shall provide the other Party with a certificate of insurance for their respective insurance policy upon execution of this Agreement, or at the other Party's election. Should the Host request a copy of the Filmmakers insurance policy and the Filmmaker fails and/or refuses to provide same to the Host within 7 (seven) days of the request, the Host will be entitled to cancel this Agreement without any liability to the Host, regardless of the provisions of clause 10 or any other provision of this agreement.

17. CONFIDENTIALITY

- 17.1. The Host confirms that it has read and understood the terms of the Social Media Policy annexed to this Agreement and that it is bound by the confidentiality provisions set out therein.
- 17.2. Any breach of the confidentiality provisions and social media provisions set out in the Social Media Policy will cause the Filmmaker to suffer irreparable harm and significant and immeasurable financial damages.
- 17.3. The Host acknowledges that it is responsible for ensuring that any person which the Host brings onto the Property during the Period of Use in accordance with the terms of this Agreement, is aware of the Social Media Policy and agrees and accepts its terms in writing.
- 17.4. This clause shall survive the expiration or cancellation of the Agreement.

18. CESSION AND ASSIGNMENT

- 18.1. The Filmmaker shall be entitled to cede, delegate and/or freely assign its rights and/or obligations in terms of this Agreement.

- 18.2. The Host shall not be entitled to cede, delegate or assign its rights and/or obligations in terms of this Agreement.

22. ALTERNATIVE DISPUTE RESOLUTION

- 22.1. **Internal Resolution:** Any disputes arising under this Agreement, including but not limited to any disputes relating to the rights granted herein, the rectification, cancellation or cancellation of this Agreement shall be resolved by the parties meeting within 2 (two) weeks after written notice of such dispute has been provided to the other party, or at least within 3 (three) days after the completion of principal photography, whichever is earlier. The parties further agree to use all reasonable endeavours to resolve the dispute amicably.
- 22.2. **Mediation:** In the event of the Parties being unable to resolve a difference or dispute by themselves within a period of 14 (fourteen) days from the internal resolution meeting, any Party shall be entitled to request that an attempt be made to resolve the difference or dispute by way of mediation. If the Parties cannot agree on a mediator, the mediator shall be, the nominee of the chairperson for the time being of the Legal Practice Council. In this regard the parties agree that all the Parties shall be obliged to attend the mediation and shall only be represented by their executive officers and not be entitled to any other representation, the mediator shall in his absolute discretion determine the nature and format of the mediation with the sole aim of resolving the difference and/or dispute by way of negotiation as soon as possible and the cost of the mediation, as determined by the mediator, shall be borne by the Party who loses the dispute in accordance with the mediators decision.
- 22.3. **Arbitration:** Should the Parties be unable to resolve their dispute in terms of internal resolution or mediation, then the matter in dispute shall be referred to arbitration in accordance with the provisions of the expedited Rules of the Arbitration Foundation of Southern Africa ("AFSA") by an arbitrator or arbitrators appointed by AFSA. The parties to the arbitration undertake to keep the arbitration, including the subject matter of the arbitration, confidential and not to disclose it to anyone except for the purposes of an award. The decision of the arbitrator shall be final and binding on the parties and may be made an order of Court at the instance of any party to the arbitration.
- 22.4. Nothing contained in this clause 22 shall be deemed to prevent or prohibit the Filmmaker applying to the appropriate court for urgent relief.
- 22.5. The provisions of this clause are separate and severable from the rest of this Agreement and accordingly, shall remain in effect despite the cancellation or the invalidity, for any reason, of this Agreement.

23. SPECIAL CONDITIONS

- 23.1. It is recorded that the Schedule provides for Special conditions which shall be applicable to this Agreement.
- 23.2. Should the parties have agreed to any Special Conditions, and provided that such Special Conditions are recorded in writing in the Schedule prior to the signature of this Agreement, the terms and conditions contained herein shall in all respects be subject to such Special Conditions.

24. NOTICES

- 24.1. For the purpose of this Agreement, including the giving of notices and serving of legal process, the Parties choose their email addresses, as set out in the Schedule as their *domicilium citandi et executandi* (“*domicilium*”).
- 24.2. Notices addressed by either Party to the other with reference to this Agreement or delivered to the addressee's *domicilium* address shall be deemed to have been received on the expiration of 24 (twenty-four) hours from sending.
- 24.3. Notwithstanding anything to the contrary contained or implied in this Agreement, a written notice or communication actually received by one of the Parties from the other, including by way of electronic mail, shall be adequate written notice or communication to such Party.
- 24.4. A Party may at any time change that Party's *domicilium* by notice in writing, provided that the new *domicilium* is in the Republic of South Africa and is a physical address at which process can be served.

25. COSTS

The Filmmaker shall be liable for all costs, including legal fees on an attorney and client basis, incurred in collecting any amounts owed by the Filmmaker in terms of this Agreement from the Filmmaker.

26. GENERAL

- 26.1. No waiver by either party hereto of any breach of any of the terms or conditions of this agreement in a particular instance shall be deemed or construed to be a waiver of any preceding or succeeding breach of the same or any other terms or conditions.
- 26.2. No variation, addition, deletion or agreed cancellation of the Agreement will be of any force or effect unless in writing and signed by or on behalf of the Parties.
- 26.3. Neither Party to the Agreement will be bound by any express or implied term, representation, warranty, promise and the like, which is not recorded in the Agreement.
- 26.4. Each of the provisions of this Agreement are capable of being severed from any other provision(s) and if any one or more provision(s) is held unenforceable this/they shall not affect the enforceability of the remaining provisions.
- 26.5. This Agreement, the Schedule and any and all Appendices hereto constitute the entire agreement between the Parties and shall replace and supersede all prior arrangements and representations, either oral or written, as to the subject matter hereof.
- 26.6. This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.