

Advertising Agreement

Standard Terms and Conditions For Advertisers

These Internet Advertising Terms and Conditions (“T&C’s”) apply to any Insertion Order (“IO”) submitted to and accepted by AgriworldSA (“AgriworldSA”) from any advertiser or agent of advertiser (collectively, “Advertiser”). AgriworldSA and Advertiser are collectively referred to as the “Parties”. The T&C’s and the IO are collectively referred to as the “Advertising Agreement” or “Agreement.”

1. Advertising Services.

1.1 Services.

AgriworldSA will use commercially reasonable efforts to display the Advertisement (“Online Ad”) as specified in IO throughout the term of this Agreement (the “Services”).

1.2 Delivery and Performance

Advertiser shall deliver the Online Ad to AgriworldSA in such file formats and on such media as specified in IO at least five (5) business days before the scheduled Start Date specified in the IO. Advertiser shall be solely responsible for providing the Online Ad in the format required for display. Advertiser acknowledges that AgriworldSA shall not be responsible for any delays in the posting or display of the Online Ad due to Advertiser’s failure to deliver the Online Ad in substantial conformance with IO and this Section 1.2.

2. Interruption of Services.

Advertiser agrees that from time to time AgriworldSA may not display the Online Ad as scheduled in IO, or the Site may be inaccessible or inoperable, for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which AgriworldSA may undertake from time to time; or (iii) causes beyond the control of AgriworldSA and which are not reasonably predictable by AgriworldSA, including, without limitation, interruption or failure of telecommunication or digital transmission links, hostile network attacks and network congestion or other failures. Such interruption of Services will not be deemed a breach of the Advertising Agreement or any provision thereof.

3. License

Solely in connection with this Agreement, Advertiser grants to AgriworldSA a limited, non-transferable, nonexclusive, worldwide license, for the term of this Agreement to: (a) copy, use, store, publicly display, publicly perform and transmit the Online Ad; (b) incorporate the hypertext reference links of the Online Ad; and (c) display Advertiser’s trade names, trademarks or service marks in the Online Ad.

4. Proprietary Rights

4.1 AgriworldSA Ownership.

Except as provided in 4.2 Advertiser acknowledges that the AgriworldSA website(s), including, without limitation, all trade names, trademarks, service marks, content, text, images, software, functionality, page and other design and layout, media and other materials therein, is a work or collective work, proprietary to or licensed by AgriworldSA, protected under copyright, trademark and other intellectual property laws, whether or not developed by AgriworldSA or any other person. Any intellectual property rights in designs prepared by AgriworldSA shall remain the property of AgriworldSA and Advertisements including such designs may not be reproduced without the consent of AgriworldSA.

4.2 Advertiser Ownership.

Advertiser retains all right, title and interest (including copyright and other proprietary or intellectual property rights) in the content of the Online Ad, Advertiser’s trade names, trademarks and service marks therein, whether or not developed by Advertiser or any contractor, subcontractor or agent for Advertiser.

4.3 Advertisement link.

If an Advertisement links to another site, the Advertiser is responsible for maintaining the link and for the content of the linked site. AgriworldSA may remove any Advertisement that contains content linked to a site that, in AgriworldSA’s opinion, is defamatory or objectionable or will bring AgriworldSA into disrepute. The Advertiser will indemnify AgriworldSA from and against any claims or liability arising from links contained in an Advertisement.

4.4 Unacceptable Content.

AgriworldSA reserves the right, at any time and in AgriworldSA’s sole discretion, to refuse to display the Online Ad or any portion thereof that: (a) fails to conform to the format and technical specifications set forth at IO; (b) may constitute or is the subject of a notice or claim of any Lanham Act violation, false

designation of origin, false advertising or unfair competition under the law of any jurisdiction; (c) contains or is alleged to contain any content, work, name, mark, designation, materials or link that actually or potentially violates any applicable law or regulation or infringes any proprietary, intellectual property, contract or tort right of any person; (d) contains any content, work, name, mark, designation, materials or link that, to a reasonable person, may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious; (e) contains any spy ware, web bug, web beacon or any similar hidden or transparent code, script, or routine designed to gather or track information about AgriworldSA or the users of the AgriworldSAwebsite(s); or (f) AgriworldSA determines may be detrimental to its corporate image.

5. Advertiser/Agency Acts and Liability.

Agriworld SA may rely on the acts and representations of Agency as the acts and representations of, and binding on Advertiser. Any Agency submitting an IO agrees to be jointly and severally liable with Advertiser for all resulting fees due to AgriworldSA, regardless of whether Advertiser has first paid Agency for those fees.

6. Fees and Payment.

6.1 Fees.

Advertiser shall pay AgriworldSA advertising fees in the amounts set forth in IO ("Fees"), due and payable at the times and in the amounts stated in IO. Fees published by AgriworldSA from time to time are subject to revision at any time and IO's are accepted on the condition that the fee binds AgriworldSA only in respect of the period specified in the IO.

6.2 Taxes.

Advertiser shall be solely responsible for and shall pay all sales, use, service or other taxes, duties or levies of any governmental entity (exclusive of taxes on AgriworldSA's net income), including interest and penalties thereon, if any, relating to the Services, whether or not stated in any invoice to Advertiser. Fees are exclusive of applicable Value Added Tax that the Advertiser shall additionally be liable for to AgriworldSA in the event that such tax has to be paid in a particular domicile.

6.3 Interest and Collection.

Advertiser agrees that thirty (30) days after the end of each calendar quarter, any unpaid Fees shall accrue interest at the lesser of the RSA. Prime Rate of interest plus 3% per month or the maximum interest allowable under applicable law and Advertiser shall thereafter pay all such interest in addition to any Fees due. Advertiser shall pay all costs of collection, including reasonable attorney's fees and costs in the event any collection effort or action is required to collect the Fees.

7. Warranties and Disclaimer.

7.1 Advertiser Warranty.

Advertiser warrants to AgriworldSA that: (i) Advertiser has the right and authority to enter into and perform its obligations under this Agreement; (ii) the Online Ad shall conform to the description and specifications set forth in IO; (iii) the Online Ad shall not constitute or be the subject of a notice or claim of any false designation of origin, false advertising or unfair competition under the law of any jurisdiction; (iv) the Online Ad does not and shall not contain or be alleged to contain any content, work, name, mark, designation, materials or link that actually or potentially violates any applicable law or regulation, or infringes any proprietary, intellectual property, contract or tort right of any person or misappropriates a person's trade secret, name, likeness or identity; (v) the Online Ad does not and shall not contain or be alleged to contain any content, work, name, mark, designation, materials or link that, to a reasonable person, may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious; (vi) the Online Ad contains no viruses, worms, malicious code, trap doors, back doors, timers, clocks, counters, FTP servers, or other limiting routines, instructions or designs, and no web beacons, web bugs, spy ware or other similar hidden or transparent code, script, or routine designed to gather, track or transmit information about AgriworldSA or the users of the AgriworldSAwebsite(s); and (vii) Advertiser has the right to grant the license to AgriworldSA herein and authorize the worldwide copying, display and transmission of the Online Ad content.

7.2 AgriworldSA Warranty.

AgriworldSA represents and warrants to Advertiser that: (i) AgriworldSA has the power and authority to enter into and perform its obligations under this Agreement; and (ii) AgriworldSA shall perform its obligations under this Agreement in a commercially reasonable manner.

7.3 Disclaimer.

The services and site are provided "as is" without warranty of any kind, express or implied. Provision and/or use of the services or site are at advertiser's sole risk. AgriworldSA does not warrant that the services or site will be uninterrupted or error free, nor does agriworldsa make any warranty as to the

performance or any results that may be obtained by use of the services or site. Except as expressly stated at section 7.2, agriworldsa makes no other warranties, express or implied, including, without limitation, any implied warranties of merchantability and fitness for a particular purpose, concerning the subject matter of this agreement.

7.4 Exclusive Remedy and Limitation of Liability.

If AgriworldSA breaches its warranties in this Agreement, such that it fails to display the Online Ad substantially in accordance with the schedule provided in IO, then Advertiser's exclusive remedy, to be determined at AgriworldSA's sole discretion, will be any one of the following: (i) a pro rata refund of the Fees paid to AgriworldSA; (ii) the placement of a mutually acceptable substitute Online Ad at a later time and in a comparable position on the Site to be determined by AgriworldSA; or (iii) an extension of the Term of this Agreement equal to the duration of the failure. AgriworldSA will have no liability or obligation to provide any of the foregoing exclusive remedies if the failure is caused by matters beyond its control, including without limitation, failures resulting from governmental action, fire, flood, earthquake, riot, war, acts of terrorism, strikes, labor work slowdowns and stoppages, and the actions or inaction of the Advertiser, or if the failure is a result of any matter described in Section 2. In no event shall agriworldsa be liable to advertiser or any other person for any indirect, incidental, consequential or punitive damages, including loss of profit or goodwill, for any matter arising out of or relating to this agreement and its subject matter, whether such liability is asserted on the basis of contract, tort or otherwise even if agriworldsahas been advised of the possibility of such damages. In no event shall AgriworldSA's total liability for direct damages exceed the total fees paid to agriworldsa by advertiser hereunder.

7.5 Indemnification.

Advertiser agrees to indemnify, hold harmless and defend AgriworldSA and its directors, officers, employees and agents from and against any action, claim, demand, dispute, or liability, including reasonable attorney's fees, arising from or relating to: (i) the content of the Online Ad; (ii) any negligence or willful misconduct of Advertiser; (iii) any breach of Advertiser's warranties under Section 7.1; (iv) Advertiser's goods or services that are promoted, offered, sold, or made available to users through the Online Ad; and (v) any material to which users can link through the Online Ad. Advertiser agrees that AgriworldSA shall have the right to participate in the defense of any such claim through counsel of its own choosing. Advertiser further agrees that any compromise or settlement of such disputes will contain a complete, express and unconditional release of AgriworldSA.

8. Term and Termination.

8.1 Term. The term of this Agreement shall commence on the date upon which the IO is accepted by AgriworldSA and will continue through the End Date specified in the IO, unless sooner terminated as provided in this Agreement.

8.2 Termination. This Agreement may be terminated: (i) by either party upon 30 days written notice to the other party in the event of a material breach of this Agreement by the other party that remains uncured; (ii) by either party in the event a party makes a general assignment for the benefit of creditors, files a voluntary petition in bankruptcy or for reorganization or arrangement under the bankruptcy laws, if a petition in bankruptcy is filed against such party, or if a receiver or trustee is appointed for all or any part of the property or assets of such party; (iii) by AgriworldSA for no cause, immediately upon notice to Advertiser; or (iv) by a written agreement executed by the Parties.

8.3 Return and Destruction. Upon any termination or expiration of this Agreement, AgriworldSA may retain the original or copies of the Online Ad for dispute resolution purposes or in the event of any claim or dispute concerning the Online Ad or Services.

8.4 Payment upon Termination. In the event this Agreement is terminated, Client shall pay AgriworldSA for all Services undertaken in performance of its obligations hereunder up to the date of termination and will also pay an early termination fee equal to 50% of the remaining commitment made by Advertiser as specified in the IO. Such payment is due and payable within 30 days following such termination.

9. General.

9.1 Independent Contractors.

The Parties and their respective personnel, are and shall be independent contractors and neither party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.

9.2 Assignment.

Advertiser may not assign its rights, duties or obligations under this Agreement to any person or entity, in whole or in part without the prior written consent of AgriworldSA.

9.3 Waiver.

No waiver of any provision or of any right or remedy shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No delay in exercising, no course of dealing with respect to, or no partial exercise of any right or remedy shall constitute a waiver of any other right or remedy, or future exercise of it.

9.4 Severability.

If a court of competent jurisdiction determines that any part of the Agreement is invalid or unenforceable, then the invalid or unenforceable part will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original part and the remainder of the Agreement shall continue in effect.

9.5 Notice.

All notices shall be in writing and shall be deemed to be delivered when received by Certified Mail, postage prepaid, Return Receipt Requested. All notices shall be directed to the parties at the respective addresses given above or to such other address as either party may, from time to time, designate by notice to the other party.

9.6 Amendment.

No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by both Parties.

9.7 Governing Law and Venue.

This Agreement is made in and shall be governed in all respects by the laws of the Republic of South Africa without regard to its conflict of laws principles. Advertiser consents to and waives any objections to the exclusive personal jurisdiction of the Republic and courts in South Africa, for the determination of any claim or controversy arising out of or relating to the Agreement. Advertiser waives any objections to venue in such courts due to inconvenient forum or any other basis.

9.8 Survival.

The definitions in the T&C's and the respective rights and obligations of the parties under Sections 4, 5, 6, 7.3, 8, and 9, shall survive any termination or expiration of this Agreement.

9.10 Entire Agreement. The T&C's, together with IO, which is incorporated by reference, constitutes the complete and exclusive statement of all mutual understandings between the Parties with respect to the subject matter, superseding all prior or contemporaneous proposals, communications and understandings, oral or written. If any provision of the IO conflicts irreconcilably with a provision of the T&C's, the IO will control. These T&C's may not be amended or waived except in writing signed by both AgriworldSA and Advertiser or Agency.