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BROADCAST LICENCE AGREEMENT

This is a licence agreement between Cape Town Television (hereafter referred to as the Licensee) and the content producer (hereafter referred to as Licensor) for the purposes of authorising broadcast rights of video material to be distributed on the Cape Town TV community television channel.

1. LICENSOR WARRANTIES

The Licensor warrants that it has the power to enter into this agreement and holds the title to all copyrights and other rights regarding the terms of this agreement; that the rights licensed are legally valid and subsisting; and is free and clear of all claims and encumbrances.

2. INDEMNITY

The Licensor agrees to indemnify the Licensee from all actions, claims, damages, costs and expenses, excluding indirect and/or consequential damages, directly resulting from any breach of any of the warranties herein contained. The Licensee shall at all times keep the Licensor indemnified against all costs, actions, proceedings, claims and demands excluding indirect and/or consequential damages and expenses which may be brought against, suffered or included by the Licensor in consequence of a breach of any term or condition of this agreement by the Licensee.

3. LICENSED TERRITORY

3.1 The programme will be broadcast in the greater Cape Town metropolitan region on Cape Town TV's free-to-air analogue frequencies, as well as on the pay-TV satellite bouquets of DSTV, available throughout South Africa and its neighbouring states.

3.2 The programme may also be distributed on Cape Town TV's online streaming platform with global reach.

4. LICENSED PERIOD

The licence period will be set from the date of first broadcast, for a period determined by the Licensor's completion of the Licence Duration checkbox in the online form. This may be terminated earlier or later by mutual written agreement.

5. RIGHTS GRANTED TO CTV

Non-exclusive broadcast rights for the above period.

6. BROADCAST SLOT

6.1 The Licensee will schedule the programme in accordance with its scheduling strategy, taking into account the nature of the content contained therein and the most fitting target audience. Scheduling will be done at the sole discretion of the Licensee.

6.2 The Licensor may request a specific broadcast time or a general broadcast period, which the Licensee will consider in determining an appropriate broadcast time according to the conditions outlined above.

6.3 The Licensee has the right to repeat the programme at its discretion in terms of timeslots and number of repeats during the licensed period.

7. CREDITS

7.1 CTV undertakes that that the programme shall be reproduced without any omission, alteration or abbreviation of the copyright notices, the production credits and producer's logo.

7.2 If requested in writing by the Licensor, the Licensee will insert 10-second billboards consisting of still or animated video images before and/or after each programme crediting the Licensor with the material and providing associated details such as the Licensor's website, online channel, contact information, etc..

8. DELIVERY

8.1 The Licensor will provide a copy of the programme which may be delivered via internet file transfer or on physical media such as a flash drive or hard drive.

8.2 CTV's standard video format is as follows:

| | |
|---------------------|------------------------------------------------|
| Video Standard: | PAL, 25 frames per second |
| Video Aspect Ratio: | 16:9 |
| Video Codec: | IMX |
| Video Wrapper: | MXF OP1A |
| Video Bitrate: | 30Mb/s |
| Video Resolution: | 720x608 - if this isn't available then 720x576 |
| Audio Codec: | PCM |
| Audio Bitrate: | 48KHz |
| Audio Bit Depth: | 24bit |
| Audio Channels: | 2 |

Should the material not be available in the above format, any other format may be submitted provided that it affords a reasonable quality for broadcast purposes.

8.3 Audio levels should average at -24dB.

8.4 The Licensor will provide music cue sheets (see Music Rights below) for each show.

9. MUSIC RIGHTS

9.1 The Licensor shall on delivery of the material furnish the Licensee with a complete music-cue sheet of track titles, composers and publishers of all music used in the programme as well as the duration of each track (See CTV Music Cue Sheet).

9.2 The Licensee shall be responsible for the payment to the appropriate music rights collection body or agency of all such fees in respect for any purpose other than the broadcasting of the production by Cape Town TV.

10. BROADCAST LICENSE FEE

10.1 There shall be no broadcast license fee payable by the Licensor, provided that no part of the programme promotes or markets specific products or services of any third party.

10.2 Where any elements of the programme promote a third party, its products or services, including on-screen logos, product placement or promotional messages, the Licensee may require a broadcast fee or part thereof in line with its current airtime rates, unless the Licensee specifically waives this obligation through written notice to the Licensor.

11. TERMINATION

11.1 Either party shall have the right to terminate this Agreement in the event that the other commits a material breach of any provision of the Agreement which, if remediable, it fails to remedy within 21 working days of receiving written notice requiring it to do so.

11.2 If not earlier terminated or extended, this Licensing Agreement will automatically expire on the last day of the License Period.

11.3 On termination of this Agreement, all rights in the Programme shall immediately revert to the programme producer.

12. LAW TO APPLY

This contract shall be in all respects be construed in accordance with the Law of the Republic of South Africa, and any dispute that may arise between the Licensor and the Licensee shall be settled in South African Courts of Law, which shall have sole jurisdiction in matter.

13. CONFIDENTIALITY

The parties agree that the contents of this agreement are confidential and that no party shall reveal the information set out herein to third parties without written consent of the other party unless such information is commonly known to the public.

14. ENTIRE AGREEMENT

This agreement constitutes the whole agreement between the parties and no amendments or additions will be of any force or effect unless it is reduced to writing and signed by both parties hereto.