NON-DISCLOSURE TERMS AND CONDITIONS

THE WALT DISNEY COMPANY AFRICA PROPRIETARY LIMITED, a private company incorporated in accordance with the laws of the Republic of South Africa with registration number 1997/000014/07 and registered address located at 16 Fricker Road, First Floor, Illovo, Sandton, 2196, Gauteng, South Africa ("**Disney**") is holding its annual Disney Africa Showcase Event ("**Event**"). By accepting the invitation to attend the Event and clicking "Yes" to agree to these Non-Disclosure Terms and Conditions ("**Ts & Cs**"), you will be accepting these Non-Disclosure Terms and Conditions set out below. By clicking "No" to these Non-Disclosure Terms and Conditions, you will be declining to participate in the Event. Please contact your Disney representative for more information or queries.

You (the "**Guest**" or "**you**") will be attending the Event as an invited guest and in your professional capacity, consequently Disney Confidential Information may be disclosed to you during the Event. These terms and conditions regulate the disclosure of information by Disney and the receipt and use of such information by the Guest.

1. **Confidential Information**. For the purposes of these Ts & Cs the term "Confidential Information" shall mean all information in written, oral, electronic or any other form whatever which is supplied by (i) Disney and/or any other companies of in the Walt Disney group of companies including ESPN and its affiliated companies; (ii) the successors or assigns of the parties listed in (i); or any directors, officers, employees and advisors (including legal, financial and accounting advisors) of the parties listed in (i) and (ii) (hereinafter referred to collectively as "**Representatives**") or on behalf of the aforementioned persons in the course of the discussions relating to the Purpose and which relates to the business and affairs of Disney, its Representatives or other third parties. Such Confidential Information shall include without limitation:

   (i) information which is treated by Disney and its Representatives as proprietary to Disney and its Representatives, such as information regarding their business, finances or operations relating directly or indirectly to the Purpose and which, by its nature, should be treated as confidential; or which is designated in writing as "Confidential" or similar such words; and

   (ii) all sales and marketing plans and forecasts, strategic plans, computer and software programs, schematics, contracts, financial information, market or other research, performance analysis, supplier, customer, distributor and subscriber information, information relating to employees, consultants or advisors, advertising information, trade secrets, know-how, inventions, scripts, plots, processes, style guides, guidelines and policies, information regarding actual or projected channels, programming, branding or other projects or content, and regarding their prices, costs, expenses, sales, business development, design and sourcing, ideas, characters, artwork and other kind of creative elements, work in progress, technical information or business information of Disney and its Representatives, and all documents, things and record bearing media disclosing or containing any of the foregoing information, including any materials prepared by Guest which contain or otherwise relate to such information, concerning Disney's and its Representatives' intellectual, technical and commercial information. and any confidential information relating to third parties and communications between the parties.

2. **Confidentiality, non-disclosure and restrictions on use**. The Guest shall (a) maintain the confidentiality of all Confidential Information and not disclose in any manner whatsoever, in whole or in part, any Confidential Information of Disney and/or its Representatives, and (b) not use, copy, photograph, reproduce or transcribe, in whole or in part, any Confidential Information of Disney and its Representatives.

The Guest further agrees;

(i) To take all necessary measures to protect the secrecy of and avoid and prevent disclosure or use of Confidential Information by persons not in attendance at the Event;

(ii) To bring any violation of the confidentiality of any Confidential Information of which the Guest becomes aware through whatever means to Disney's attention;

(iii) Not to modify, adapt, alter, translate, reverse engineer, disassemble, create derivative works of, or decompile any prototypes, software or other tangible objects that embody any Confidential Information.

3. **Non Confidential Information**. Guest shall not have any duty of confidentiality obligation hereunder in respect of any information which:

   (i) is publicly known at the time of its disclosure;
   (ii) is already lawfully received from a third party who has been lawfully supplied the information, and the third party is not bound in a confidential relationship to Disney;
   (iii) is expressly designated in writing as "Non Confidential" by Disney;
   (iv) is generated independently by or for the Guest without use of Confidential Information, and which can be demonstrated by documentary evidence, supplied to Disney on written request; or

(v) is required by law or the regulations of any securities exchange or regulatory or supervisory body to be disclosed, provided that the Guest gives Disney prior written notice of the required disclosure to provide Disney the opportunity to seek to obtain appropriate protective orders, and the Guest provides Disney with such cooperation as it shall reasonably request in connection therewith.

4. **No warranties**. All Confidential Information is provided "as is" and Disney disclaims all implied warranties of non-infringement, merchantability and fitness for a particular purpose. Disney makes no other warranties, express, implied or otherwise, regarding the Confidential Information or its accuracy, completeness, usefulness, suitability or otherwise. Guest accepts all risk of use and reliance on the Confidential Information. In no event shall Disney and its Representatives be liable for any damages whatsoever (including, without limitation, damages for loss of profits, business interruption or other pecuniary loss) arising out of the Guest's use or inability to use the Confidential Information.

5. **Acknowledgement and inadequacy of damages**. Guest acknowledges that (a) as between the Parties, all Confidential Information is owned solely by Disney and/or its Representatives (or their licensors) and may constitute valuable trade secret information which confers a competitive advantage, and (b) the unauthorized use or disclosure of Confidential Information may cause irreparable harm and significant injury, for which damages alone would not be an adequate remedy. Accordingly, Guest agrees that Disney and its Representatives will have the right to remedies of injunctive relief, specific performance or other equitable relief for any threatened or actual breach of these Ts & Cs, and without limiting Disney's and its Representatives' right to pursue any and all other rights and remedies at law or in equity for such breach.

6. **Indemnity**. Guest agrees to indemnify, defend, and hold harmless Disney and its Representatives from and against all loss, liability, damage and expense (including reasonable attorneys' fees) arising from any and all claims (including but not limited to third party claims), demands, actions or suits resulting directly or indirectly from any unauthorized use or disclosure of Confidential Information.

7. **No obligation to continue discussions or services**. It is expressly understood by the Guest, and confirmed by the acceptance of these Ts &Cs, that disclosure and receipt of any Confidential Information is taking place purely for the purpose of the Event. Disney is not obliged to enter into any transaction of any nature with the Guest.

8. **Rights and title.** All rights in and title to the Confidential Information disclosed by Disney and its Representatives shall remain vested in Disney and its subsidiaries, affiliates and parent companies. For the purpose of these Ts & Cs, "**Disney's Intellectual Property**" shall mean any graphic representations of characters, scenes, artwork and designs, creative assets, toolkits, film footage, movie trailers, sound recordings or music sound beds, point of sale materials, logos, brands, symbols and any other creative materials belonging to Disney, its subsidiaries, affiliates and parent companies.

9. **No use of the Disney name.** The Guest shall acquire no right by accepting these Ts & Cs to use, and the Guest shall not use, and shall not, directly or indirectly, assist any other party to use, the name "Disney" or the name of any variation or any proprietary items used in connection with Disney or the service (including without limitation the trade names "The Walt Disney Company", "ESPN", "Disney Channel", "Disney XD", "Disney Cinemagic", "BVI", "Disney Junior", "ABC", "Buena Vista", "Marvel", "Lucusfilm", "Disney Plus", "Fox", "Fox Channel", "Fox Network Group", "Baby TV", "Nat Geo", "Nat Geo Wild" or other trade names used by the Disney Group or Disney, logos, trademarks or characters) in any way (either alone, in conjunction with or as a part of any other word, name or phrase), or any of its intellectual property including but not limited to trademarks, copyrights, characters or designs of Disney or its Representatives:

(i) in any advertising, publicity or promotion or other disclosure;
(ii) in any in-house publication;
(iii) to express or imply any endorsement of any product or service; or
(iv) in any other manner or for any purpose whatsoever (whether or not similar to any of the foregoing).

10. **No publicity**. The Guest shall not make, or permit any person to make, any public announcement, or press release, communication or other announcement concerning these Ts & Cs and the Event without the prior written consent of Disney.

11. **Waiver, amendment and severance of invalid terms**. Should any provision of these Ts & Cs be determined to be void, invalid or otherwise unenforceable by any court or tribunal of competent jurisdiction, such determination shall not affect the remaining provisions hereof which will remain in full force and effect.

12. **Duration of confidentiality obligations**. The Guest shall maintain confidentiality from the date of the Event and for a continuos period of 3 (three) years thereafter ("**Term**").

13. **Jurisdiction and governing law**. These Ts & Cs shall be governed by and construed in accordance with the laws of the Republic of South Africa.