

"G13"

Company Name S B RESOURCES (PROPRIETARY) LIMITED	Reg No 2007/018402/07	Directors P U Govender R Govender	Co Secretary None	Shares & Shareholders Authorised: 1,000 ordinary shares @ R1-00 Issued: 100 ordinary shares @ R1-00	Year End 28 February	Registered Address 1st Floor Saley House 81 Crown Road Fordsburg 2092
MOI/Articles No MOI - Articles of Association is used	Date of Inc 7/4/2007	Auditors Cajee Razak & Ass	Auditors Cajee Razak & Ass	Aerohaven Trading (Pty) Ltd 28 Hioma O Hlasele Trading (Pty) Ltd 25 P U Govender 5 Intombi Holdings (Pty) Ltd 5 Mfazi Investments (Pty) Ltd 37	Public Officer R Govender	
	Quorum: Sh: 2 Dir: 2	Min: 1 Max: 50			Tax No.	Fordsburg 2092
Company Name TEGETA EXPLORATION & RESOURCES (PTY) LTD	Reg No 2006/014492/07	Directors R Ragavan R Nath A Chawla N Howa	Co Secretary None	Shares & Shareholders Authorised: 100,000 ordinary shares @ R1-00 Issued: 1301 ordinary shares @ R1-00	Year End 28 February	Registered Address Graystone Ridge Office Park 144 Katherine Street Sandown 2146
MOI/Articles No MOI - Articles of Association is used	Date of Inc 5/15/2006	Auditors KPMG Inc.	Auditors KPMG Inc.	Oakbay Investments (Pty) Ltd 450 Fidelity Enterprises Ltd 200 Elgasolve (Pty) Ltd 280 Mabengela Investments (Pty) Ltd 371	Public Officer R Nath	
	Quorum: Sh: 2 Dir: 2	Min: 1 Max: 50			Tax No. 9112/268/16/5	Postnet Suite 458 Pvt Bag X9 Benmore, 2010
Company Name TEGETA RESOURCES (PTY) LTD	Reg No 2007/024754/07	Directors R Govender R Nath A Chawla	Co Secretary None	Shares & Shareholders Authorised: 1,000,000 ordinary @ R1-00 Issued: 950,000 ordinary @ R1-00	Year End 28 February	Registered Address 144 Katherine Street Graystone Ridge Office Park Sandown 2146
MOI/Articles No MOI - Articles of Association is used	Date of Inc 8/31/2007	Auditors KPMG Inc.	Auditors KPMG Inc.	Mabangela Investments (Pty) Ltd 150,000 Oakbay Investments (Pty) Ltd 250,000 Fidelity Enterprises Ltd 200,000 Mfazi Investments (Pty) Ltd 100,000 Aerohaven Trading (Pty) Ltd 250,000	Public Officer R Nath	
	Quorum: Dir: 2 Sh: 2	Min: 1 Max: 50			Tax No. 9231/667/16/4	Postnet Suite 458 Pvt Bag X9 Benmore, 2010
Company Name TNA MEDIA (PTY) LTD	Reg No 2010/006569/07	Directors AK Gupta V Gupta N Howa G Naidoo	Co Secretary None	Shares & Shareholders Authorised: 1,000 ordinary shares @ R1-00 Issued: 200 ordinary shares @ R1-00	Year End February	Registered Address 52 Lechwe Street Corporate Park South Old Pretoria Main Road Midrand 1685
MOI/Articles No MOI - Articles of Association is used	Date of Inc 4/6/2010	Auditors KPMG Inc.	Auditors KPMG Inc.	Saraha Media Holdings, 100 Ord Saraha Media Holdings, 66 Ord Bennet Coleman and Company, 14 Ord Oakbay Investments, 10 ord N Howa, 10 ord	Public Officer R Ragavan	
	Quorum: Sh: 2 Dir: 2	Min: 1 Max: 50			Tax No.	P.O. Box 5278 Halfway House 1685
Company Name THWA THWE INTERNATIONAL FACILITIES MANAGEMENT (PTY) LTD	Reg No 2007/022186/07	Directors M C Kwepile P T Ngobeni S Vaid	Co Secretary None	Shares & Shareholders Authorised: 1,000 ordinary shares @ R1-00 Issued: 100 ordinary shares @ R1-00	Year End 28 February	Registered Address 1st Floor Saley House 81 Crown Road Fordsburg 2092
MOI/Articles No MOI - Articles of Association is used	Date of Inc 8/7/2007	Auditors Cajee Razak & Ass	Auditors Cajee Razak & Ass		Public Officer PU Govender	
	Quorum: Sh: 2 Dir: 2	Min: 1 Max: 50			Tax No. TBA	P O Box 13200 Fordsburg 2092
Company Name VERIANA PROPERTY HOLDINGS (PTY) LTD	Reg No 2006/022761/07	Directors A K Gupta	Co Secretary None	Shares & Shareholders Authorised: 1,000 ordinary shares @ R1-00 Issued: 100 ordinary shares @ R1-00	Year End 28 February	Registered Address 1st Floor Saley House 81 Crown Road Fordsburg 2092
MOI/Articles No MOI - Articles of Association is used	Date of Inc 7/24/2006	Auditors KPMG Inc.	Auditors KPMG Inc.	Atul Kumar Gupta 100%	Public Officer R Ragavan	
	Quorum: Sh: 2 Dir: 2	Min: 1 Max: 50			Tax No. TBA	P O Box 13200 Fordsburg 2092

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PARTY



Collin Matjila a bad choice for acting Eskom CEO - Natasha Michael

Natasha Michael |

31 March 2014

DA MP says Kopano ke Matla CEO is conflicted, arrives under a cloud

DA objects to appointment of dubious acting CEO

The DA will write to all board members at Eskom, as well as the Minister of Public Enterprises, Malusi Gigaba, noting our strong objection to the appointment of Eskom's new acting CEO, Collin Matjila. We will also call for this appointment to be rescinded and an appropriate replacement made available.

Mr Matjilla's promotion comes when the state utility races against time to build new capacity and avoid further load shedding.

Mr Matjila is currently the CEO of COSATU's investment arm, Kopano ke Matla. This in itself should render him unsuitable. COSATU forms part of the tripartite alliance, and therefore has major access to government decisions. This is a conflict of interest, which will open the power utility to more scandal - as was witnessed when Chancellor House linked firms were awarded tenders for the multi-billion rand Medupi project.

The controversy does not end here:

In April 2012, Mr Matjila was reportedly forced to resign as chairman of construction group, Raubex, over Raubex's involvement in Gauteng's e-tolling project.

In June 2012, following an investigation by the Financial Services Board (FSB) into alleged corruption and maladministration, Kopano ke Matla's licence to manage employee benefits of 400 000 former Bophuthatswana employees was revoked. Mr Matjila is also reported to have received R1.33 million from Kopano's transactions through payments to his company Summerlane, which he described as "personal commissions" when confronted by FSB inspectors. FSB reportedly described the transaction as "unusual and suspicious".

In addition Mr Matjila was reportedly implicated in the controversial sale of the old Cosatu's headquarters, and the purchase of the new headquarters. It has been reported that the old Cosatu headquarters was sold for R10 million less than its market value. Furthermore, the Sizwe Ntsaluba Gobodo audit found irregularities with regard to the purchase of the new Cosatu House building, which was reportedly purchased at an inflated price at over R50 million. Kopano ke Matla acted as transaction advisor on both deals.

Despite the above-mentioned findings, Mr Matjila, astonishingly continues to serve on the Eskom board.

In light of the on-going crisis at Eskom, questionable leadership, now more than ever, cannot be entertained. Mr Matjila's appointment and continued presence on the Eskom board is yet another example of how Jacob Zuma's ANC is more interested in its politically connected elite - at the cost to the South African people.

The bottom line is that the South African public cannot afford more bungles at Eskom.

Eskom must urgently correct this mistake and appoint an appropriate acting CEO without delay.

Statement issued by Natasha Michael, DA Shadow Minister of Public Enterprise, March 31 2014

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(b)(cc) The sponsorship package was for 6 breakfast sessions at a cost of R1 197 609.79 per breakfast. The total amount is R7 185 658 74.

(b)(dd) The amount paid covered a package which included the following:

- SABC 2 Morning live coverage of the event from 07:00 to 09:00;
- Radio slots on SABC promoting the events;
- Advertisements in TNA newspaper;
- Two free tables of 10 for Eskom Stakeholders;
- Two seats at the main table with the guest speaker;
- Branding at the events; and
- Sponsors speech before the key note speaker

(b)(ee) The events were paid from the approved 49M campaign budget as all the breakfasts were branded 49M.

(b)(ff-gg) The main benefit for Eskom and the Department of Public Enterprises was brand awareness and highlighting the need to conserve electricity. Furthermore, the breakfasts created opportunities for engagement between Government and the private sector.

According to Transnet:

(b)(i-ii) Yes, Transnet participates in the TNA newspaper /SABC business briefing sessions.

(b)(i-ii)(aa) The TNA newspaper /SABC business briefings are televised on SABC 2 Morning Live show. Guest speakers who have taken part include leading public figures such as President Jacob Zuma, the Leader of the Democratic Alliance and sports personalities (soccer and cricket).

(b)(i-ii)(bb) Dates on which the company participated are as follows:

- 18 November 2011 Johannesburg, Sandton Convention Centre;
- 05 December 2011 - Johannesburg, Sandton Convention Centre;
- 12 January 2012 – Johannesburg, Sandton Convention Centre;
- 10 February 2012 – Cape Town, Market Hall;
- 16 March 2012 – Port Elizabeth, Eastern Cape Training Centre;
- 12 April 2012 – Johannesburg, Sandton Convention Centre;
- 23 April 2012 – Johannesburg, Sandton Convention Centre;
- 21 May 2012 – Johannesburg, Sandton Convention Centre;
- 11 June 2012 – Johannesburg, Sandton Convention Centre;
- 06 July 2012 – Johannesburg, Sandton Convention Centre;
- 06 August 2012 – Johannesburg, Sandton Convention Centre;
- 16 August 2012 – Johannesburg, Sandton Convention Centre;
- 11 September 2012 – Johannesburg, Sandton Convention Centre;
- 21 September 2012 – Johannesburg, Monte Casino;
- 04 October 2012 – Johannesburg, Sandton Convention Centre;
- 11 October 2012 – Midrand, Gallagher Convention Centre;
- 06 November 2012 – Johannesburg, Monte Casino; and
- 13 November 2012 – Johannesburg, Monte Casino.

(b)(i-ii)(cc and ee) The amount is R17 499 970.00 (to date). The funds were derived from branding or advertising budget.

(b)(i-ii)(dd)(ff-gg) The purpose of Transnet's participation, the expected benefits as well as actual benefits are as follows:

- Brand building;
- Brand exposure on the SABC TV – Morning Live show;

From: Tony Gupta <tony@sahara.co.za>
Sent: 2014-03-23 01:26:24 PM +0000
To: duduzani.zuma@gmail.com
Subject: Fwd: Cv
Attachments: CV OF COLLIN MARAKE MATJILA 2014.docx; ATT00001.htm

Begin forwarded message:

From: Srikant Singhala <srikantsinghala@gmail.com>
Date: 23 March 2014 at 9:48:59 SAST
To: Tony Chachu <tony@sahara.co.za>
Subject: Fwd: Cv

----- Original message -----

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Wed, 14 Oct 2015 01:25:18 -0700 (PDT)
X-Received: by 10.180.210.212 with SMTP id mw20mr5203246wic.3.1444811095831;
Wed, 14 Oct 2015 01:24:55 -0700 (PDT)
From: "Tony Gupta" <tony@sahara.co.za>
To: <duduzani.zuma@gmail.com>
References: <7ou9b1l9ndh6rjknbr51pq8.1395560939190@email.android.com>
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Subject: Fwd: Cv
Date: Sun, 23 Mar 2014 15:26:24 +0200
Message-ID: <EB2E21C3-9576-422D-A894-388DA04C7AC7@sahara.co.za>
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received-spf: neutral (google.com: 41.193.38.182 is neither permitted nor denied by best guess record for domain of tony@:
x-virus-scanned: amavisd-new at spam.voxtelecom.co.za

ABRIDGED CV OF COLLIN MARAKE MATJILA

Introduction

Collin Matjila holds a BA degree in Law from the University of Lesotho, an LLB Degree from the University of the Witwatersrand, a MAP and SEP Diplomas from Harvard University (Boston, USA) and a South African Chamber of Business Mpumelelo Awards nominee for Businessman of the Year.

Prior to 1994 Collin was an active member of the Soweto Civic Movement and later held various leadership positions within the African National Congress (ANC) on a local and provincial level. Collin migrated from the public sector to the private sector in 2001 and currently serves as Chief Executive Officer of Kopano Ke Matla Investment Company (PTY) Ltd while still remaining with the mandated duties in the public sector.

Career History

Between 1994 and 2000 Collin became a key strategic figure in the restructuring process of local authorities in South Africa and Internationally.

Primarily: -

- Led the negotiations team of the African National Congress prior to the formation of the Greater Johannesburg Transitional Metropolitan Council.
- Assisted the ANC team on drafting Chapter 7 of the South African Constitution.
- Served as either chairperson or member to various strategic development, restructuring, change management and budget committees locally and internationally.
- Served as a Chairperson of the Executive Committee of the Greater Johannesburg Transitional Metropolitan Council and thereafter the Johannesburg Metropolitan Council.
- Served as Chairperson of the Commonwealth Local Government Forum (CLGF),
- Served as executive member of AULA (African Union of Local Authorities),
- Served as Chairperson of the Gauteng Association of Local Authorities (GALA).
- First elected Chairperson of the South African Local Government Association (SALGA)
- Served as representative of local government in the NCOP
- Served as representative for South Africa at the International Union of Local Authorities (IULA).
- Addressed a Special Session of United Nations General Assembly, representing the World Assembly of Cities and Local Authorities (WACLA), on sustainable development and cooperative governance.
- Attended the World Economic Forum conference in Davos.

Between 2000 and 2009 Collin Matjila had been appointed:

- Chief Executive Officer of the Command Centre for Emergency Reconstruction -, a special purpose vehicle formed by Cabinet in 2001 to reconstruct flood damaged infrastructure in the country with a project budget of over R1.5-billion.
- Chief Executive Officer of Kopano Ke Matla Investment Company, the investment arm of the Congress of South African Trade Unions (COSATU).
- Chairperson of the National Electricity Regulator (later National Energy Regulator of South Africa) under the Minister of Minerals & Energy and later the Minister of Energy.

In addition to serving as the Chief Executive Officer of Kopano, Collin serves on the board of ESKOM. He also holds professional membership with the Institute of Directors, Gordon Institute of Business Science and the South African Law Society.

Collin's extensive exposure to a global and diverse spectrum of cultures and practices on matters of transformation, strategy, governance and economic development over a number of years, has optimized his strategic leadership and management skills in the fields of business development, strategic guidance, economic development and transformation.

Collin strives to achieve excellence by paying particular attention to governance issues, national development challenges, and the overall performance of an organization in relation to its strategic objectives and set goals.

CURRICULUM VITAE

PERSONAL DETAILS

Name	Marake Collin Matjila
Date of Birth	30 April 1961
Place of Birth	Johannesburg
Marital status	Married
Children	4
Residential Address	13 Franca Villa, Willow Avenue, Craigavon, Fourways
Postal address	P o Box 394 Melrose Arch, Johannesburg 2191
Email Address	cmatjila@gmail.com

EDUCATIONAL HISTORY

1979	Matriculated Meadowlands High School
1980-1984	National University of Lesotho – Graduated in 1984 – Bachelor of Arts in Law
1986 – 1988	Bachelor of Law (LLB) – University of the Witwatersrand, Johannesburg
1991	Admission as Attorney of the Supreme Court of South Africa.
1999	Senior Executive Programme

EDUCATIONAL QUAIFICATIONS

Bachelor of Arts in Law (BA. Law) – National University of Lesotho
Bachelor of Laws (LLB) – University of the Witwatersrand. Johannesburg SA
Senior Executive Programme Certificate – Harvard Business School, Boston USA

EMPLOYMENT HISTORY

1985	Paralegal- Legal Resources Centre, Johannesburg
1989-1990	Articled Clerk at EFK Tucker Incorporated, Johannesburg
1992-1993	Legal Advisor and Secretary to the Board of Directors of Development Bank of South Africa (DBSA)
1994-1995	Led the ANC negotiating team at Greater Johannesburg Local Transitional Council

1995-2001	Chairman of the Executive Committee of Johannesburg Metropolitan Council
2001-2002	Chief Executive Officer of the Command Centre for Emergency Reconstruction (a specialist unit formed by National Cabinet to project manage the national reconstruction of flood damaged infrastructure)
2002-Present	Chief Executive Officer of Kopano Ke Matla Investments (PTY) Ltd, the investment arm of Congress of South African Trade Unions (COSATU)

Other positions held:

2004-2009	Chairman of the National Electricity Regulator, later changed to National Energy Regulator of South Africa (NERSA)
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MEMBERSHIP OF PROFESSIONAL AND OTHER ORGANISATIONS

Member of Institute of Directors
Member of the Institute of Business Science
Member of the South African Law Society

From: Nazeem Howa <nazeemh@tnamedia.co.za>
Sent: 2014-04-04 09:23:57 PM +0000
To: Ashu <ashu@sahara.co.za>
Subject: Fwd: Eskom BB and subs proposal
Attachments: Eskom BB proposal 18.03.2014.doc; Eskom BB proposal 18.03.2014.pdf; eskom 3 year subs - 04.04.2014.docx; eskom 3 year subs - 04.04.2014.pdf

Nazeem Howa
 Chief Executive
 Tel: +27 11 542 1265
 Cell: +27 824589349
 Fax to email: + 27 86 733 1625

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 From: "Nazeem Howa" <nazeemh@tnamedia.co.za>
 To: "Ashu" <ashu@sahara.co.za>
 References: <2007342025-1396467187-cardhu_decombobulator_blackberry.rim.net-395499063-@b27.c6.bise7.blackberry>
 Subject: Fwd: Eskom BB and subs proposal
 Date: Fri, 4 Apr 2014 23:23:57 +0200
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"417"
NAB 3

Mr Chose Choeu
Eskom (Pty) Ltd

18 March 2014

Dear Chose

The New Age Business Breakfast Sponsorship

The New Age, South Africa's only daily national newspaper, launched in December 2010, is a crucial and welcome new voice in the South African media landscape. The publication's signature voice of optimism has found considerable favour among readers and its spirit of innovation has been praised by advertisers. Strong increases in circulation, readership and advertisers over the past few months are testimony to the quality reach and impact of this young publication. The newspaper has a print run of over 105 000 copies a day, with over half a million readers (past 6 months) and 107 000 readers (average issue readers) The newspaper reaches high impact audiences and its Business Briefings attract the who's who of South African society, and are broadcasted live to millions of South Africans.

The New Age Business Briefings illustrate the publication's commitment to connecting and informing communities across a united South Africa by creating open platforms for crucial debate and providing access to millions of South Africans. We are proud of the fact that over the past two years, The New Age has hosted over 100 Business Briefings with SA's top political, business and sport leaders these briefings attract key decision-makers from a broad spectrum of industries and deliver enviable and unrivalled equity for audiences and advertisers.

This proposal encompasses a short background and explanation of what TNA Business Briefings entails. It also provides you with an overview of the services that will be rendered. We believe that it is imperative to explain the TNA Business Briefings from the outset in order to provide you with sufficient information. Please take note that this proposal will form the basis for any formal agreements to be entered into. If you have any suggested amendments or additional requirements we suggest that you explicitly indicate any alternative instructions or amendments in writing. This proposal is in no way whatsoever an agreement but merely an initial discussion document. Should the parties agree on the services to be rendered you will be provided with a new order letter except for the requested amendments, if any.

We thank Eskom (Pty) Ltd for supporting these Business Briefings over the past two years and we look forward to an on-going mutually beneficial relationship. It is with pleasure that we submit the following proposal for the period 1 April 2014 to 31 March 2015 for sponsorship of 12 Business Briefings for a total investment of R 14 400 000.00, excluding VAT and agency commission. The proposal provides a summary of key benefits to the sponsor and illustrates the strong return on investment.

Kind regards,

Wiedaad Taliep
Business Development Manager

TNA MEDIA Pty. Ltd.

52, Lechwe Street,
Corporate Park South,
Midrand, Old Pretoria
Main Road, Midrand 1685

Tel.: +27 11 542 1222
Fax : 086 733 7000

email : info@tnamedia.co.za
web : www.thenewage.co.za

PO Box 5728, Halfway House, Midrand, 1685

Proposal Summary

The Sponsor will receive the following marketing and branding benefits:

LIVE TELEVISION EXPOSURE TO MILLIONS OF SOUTH AFRICANS ACROSS THE NATION

The Business Briefings are broadcast live on SABC2's Morning LIVE flagship programme between 7h00 to 9h00. While the audience reach fluctuates over the course of this broadcast, as is the nature of television, over 3 million viewers are reached at peak times across the 2 hour broadcast.

In assigning a rand value to this unique broadcasting exposure; the following need to be considered:

- The cost of a 30 second commercial in this prime time television slot ranges from R7000 to R9000
- The cost of 10 minutes of advertising in this prime television slot would fall between R140 000 to R180 000.
- The cost of 30 minutes of advertising in this prime time television slot would be R420 000 to R540 000
- The duration of the Business Briefing is 2 hours and sponsor branding is visible throughout the entire broadcast.

ADVERTISING SUPPORT IN THE NEW AGE

A minimum of 15 adverts (10x8) in The New Age newspaper are provided in prime page positions to ensure that the event is well promoted. The logo of the event sponsor is featured prominently in these adverts.

- The estimated rand value of this exposure is R378 000. (no premium has been applied)
- The total rand value of this exposure over 12 Business Briefings is R4 536 000

PREMIUM EDITORIAL COVERAGE IN THE NEW AGE

Two pages editorial follow up are featured on the day following the event. This double-page feature clearly showcases the sponsor. In addition, The New Age does an interview with linkage to the event, as well as several related news stories in the upfront section of the newspaper.

- The estimated rand value of this exposure is R400 000 (a 50% premium has been applied)
- The total rand value of this exposure over 12 Business Briefings is R4 800 000
- Additional value is provided in the form of on-line advertising and coverage. The website attracts 500 000 page views on a monthly basis.

BRANDING AND NAMING RIGHTS AND BENEFITS

The event sponsor is given brand exposure in all advertising, online banners, invitations, menus on the table and on the back drop used for the debate which ensures maximum exposure at the event and on television. Sponsors may also place up to 6 pull up banners in the event area and their logo is featured on the electronic big screen used at the event.

- The estimated rand value of this exposure is R200 000
- The total rand value of this exposure over 12 Business Briefings is R2 400 000

TNA MEDIA Pty. Ltd.

52, Lechwe Street,
Corporate Park South,
Midrand, Old Pretoria
Main Road, Midrand 1685

Tel.: +27 11 542 1222
Fax: 086 733 7000

email: info@tnamedia.co.za
web: www.thenewage.co.za

PO Box 5728, Halfway House, Midrand, 1685

EVENT MERCHANDISING AND ATTENDANCE

The event sponsor is allocated 2 tables seating 10 guests each + 1 seats for their VIP guests at the main table. The sponsor is also provided with an opportunity to address the audience.

- The estimated rand value of this exposure is R20 760
- The total rand value of this exposure over 12 Business Briefings is R249 120

EVENT MANAGEMENT

High profile locations are selected in line with the corporate profile of the event as well as the guest speakers and esteemed guests. Examples of venues used: Sandton Convention Centre, Cape Town Exhibition Centre, Durban ICC

- The estimated rand value of this marketing service is R175 000
- The total rand value of this service over 12 Business Briefings is R2 100 000

RETURN ON INVESTMENT

The Business Briefings provide advertisers with an effective sponsorship vehicle which delivers a strong return on investment; through prized exposure in print, live television broadcasts to millions of South Africans and direct interaction and engagements with top opinion leaders at the event itself.

- RESPONSIBILITIES AND OBLIGATIONS
- TNA Media (Pty) LTD undertakes to ensure attendance of such events through reasonable ticket sales (corporate tables, and individuals), and will organise all logistics in a manner befitting the established profile of the Business Breakfast, the stature of the speakers, and the sponsors exacting standards.
- TNA Media (Pty) LTD is solely responsible for all issues relating to the broadcast partner SABC 2. SABC 2 shall have no claim on Eskom (Pty) Ltd in the event of non-performance arising from the execution of the Business Breakfast.
- TNA Media (Pty) LTD undertakes to secure and manage speaker's itineraries, and will notify Eskom (Pty) Ltd of confirmed speakers two weeks prior to each Business Breakfast. In the course of planning the speaker line-up, TNA Media (Pty) shall Eskom (Pty) Ltd timeously to Eskom (Pty) Ltd n planning their respective stakeholder communications.
- TNA Media (Pty) LTD in its sole discretion shall have the right to identify, select and procure the services of a speaker for each event/business briefing. While TNA Media will consult with the sponsor, its decision remains final around the selection of speakers.
- The full sponsorship value will become payable and due on signature of the commitment to sponsor the events.

TNA MEDIA Pty. Ltd.

52, Lechwe Street,
Corporate Park South,
Midrand, Old Pretoria
Main Road, Midrand 1685

Tel.: +27 11 542 1222
Fax: 086 731 7000

email: info@tnamedia.co.za
web: www.thenewage.co.za

PO Box 5728, Halfway House, Midrand, 1685

From: Atul Gupta <atul@ann7.com>
Sent: 2014-05-06 09:08:35 PM +0000
To: Tony Gupta <tony@sahara.co.za>
Subject: Fwd: Eskom and TNA Meeting - TNA/SABC Breakfasts

FYI

Atul Gupta
 Chairman, TNA Media Pty Ltd
 The correspondence was transmitted electronically without signature.

Begin forwarded message:

From: Nazeem Howa <nazeemh@tnamedia.co.za>
Date: 06 May 2014 at 17:44:58 SAST
To: Atul Gupta <atul@ann7.com>
Subject: Fwd: Eskom and TNA Meeting - TNA/SABC Breakfasts

Nazeem Howa
 Chief Executive

Begin forwarded message:

From: Chose Choeu <ChoeuC@eskom.co.za>
Date: 06 May 2014 at 15:00:43 SAST
To: Wiedaad Taliep <wiedaadt@tnamedia.co.za>, "nazeemh@tnamedia.co.za" <nazeemh@tnamedia.co.za>, Freddy Ndou <NdouMF@eskom.co.za>
Cc: Seanokeng Botha <BothaSJ@eskom.co.za>, Philile Dlamini <DlaminPN@eskom.co.za>
Subject: RE: Eskom and TNA Meeting - TNA/SABC Breakfasts

Hi Wiedaad,

I will be away on vacation from today until next Monday – from next Tuesday to Thursday I will be in Cape Town for the Africa Utility Week. Please ask Nazeem to delegate the meeting attendance to you and one of his colleagues/direct reports. The purpose of the meeting is to discuss the breakfasts logistics and related issues. The contract has been signed by our CEO.

Chose Choeu
 Divisional Executive: Corporate Affairs
 (t) 011 800 3852
 (f) 086 662 9983
 (e) chose.choeu@eskom.co.za

From: Wiedaad Taliep [mailto:wiedaadt@tnamedia.co.za]
Sent: Tuesday, May 6, 2014 1:42 PM
To: Chose Choeu
Subject: Re: Eskom and TNA Meeting - TNA/SABC Breakfasts

Hi

Nazeem will be out of the country from the 15th May. please advise if we can make the meeting earlier.

If you have any further queries, please do not hesitate to contact me.

Warm Regards,

Wiedaad Taliep
 Business Development Manager
wiedaadt@tnamedia.co.za

011 542 1273
 079 765 9101



Before printing this email, please think about the environment

1. This message and any attachments are confidential and intended solely for the addressee. If you have received this message in error, please notify the sender and the systems manager immediately. Any unauthorized use, alteration or dissemination is prohibited.
2. Please note that any views or opinions presented in this email are solely those of the author and do not necessarily represent those of TNA Media.
3. TNA Media, including any one of its subsidiaries from which this message emanates, accepts no liability whatsoever for any loss whether it be direct, indirect or consequential, arising from information made available and actions resulting therefrom.
4. Please note that TNA Media and all its subsidiaries only bind themselves by way of signed agreements. 'Signed' refers to a hand-written signature, excluding any signature appended by 'electronic communication' as defined in the Electronic Communications and Transactions

Act, no. 25 of 2002.

5.Finally, while TNA Media attempts to ensure that all email is virus-free, TNA Media accepts no liability for any damage caused by any virus transmitted by this email.

On 6 May 2014 13:02, Chose Choeu <ChoeuC@eskom.co.za> wrote:

I'm part of the 49Million initiative.
<http://www.49Million.co.za>

NB: This Email and its contents are subject to the Eskom Holdings Limited EMAIL LEGAL NOTICE which can be viewed at
http://www.eskom.co.za/e-mail_legalnotice

I'm part of the 49Million initiative.
<http://www.49Million.co.za>

NB: This Email and its contents are subject to the Eskom Holdings Limited EMAIL LEGAL NOTICE which can be viewed at
http://www.eskom.co.za/e-mail_legalnotice

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This message has been scanned for viruses and
dangerous content by **MailScanner**, and is
believed to be clean.

Message Headers:

Delivered-To: ashu@sahara.co.za
Received: by 10.13.204.13 with SMTP id o13csp700059ywd;
Tue, 13 Oct 2015 22:50:40 -0700 (PDT)
X-Received: by 10.112.209.73 with SMTP id mk9mr256597lbc.14.1444800117342;
Tue, 13 Oct 2015 22:21:57 -0700 (PDT)
From: "Atul Gupta" <atul@ann7.com>
To: "Tony Gupta" <tony@sahara.co.za>
References: <B35723D4-D281-4151-9EB7-69ED71DAD88B@tnamedia.co.za>
Subject: Fwd: Eskom and TNA Meeting - TNA/SABC Breakfasts
Date: Tue, 6 May 2014 23:08:35 +0200
Message-ID: <0EBFE44F-5967-45F2-B846-AE75C638C849@ann7.com>
MIME-Version: 1.0
Content-Type: multipart/alternative;
boundary="----=_NextPart_000_43291_01D10651.90BF2A60"
X-Mailer: Microsoft Outlook 15.0
Thread-Index: AQEmVcp3BHIdIm02Df1ab5gaxdBN+QKo4n9G
Content-Language: en-us
x-google-migrated: true
x-ms-exchange-organization-authas: Anonymous
x-ms-exchange-organization-authsource: ZASAHHOB11.internal.lan
x-spam-status: No
x-ironport-anti-spam-filtered: true
x-ironport-av: E=Sophos;i="4.97,998,1389736800"; d="scan'208,217";a="82631269"
x-ironport-anti-spam-result: AmYCAABPaVPRVdSxIGdsb2JhbABXA4JCgRODP6Z4kzQbAYZnUSJ+Fg4BAQEbbwsLCRIggiUBAQEE

AGREEMENT

Between

TNA Media (PTY) LTD

Registration Number: 2010/006569/07

and

ESKOM HOLDINGS SOC LIMITED

Registration Number 2002/125527/06

(hereinafter referred to as “**Eskom**”)

BACKGROUND

1. TNA Media was established in June 2010 and released its first publication, The New Age on 6 December 2010. The New Age is the only truly South African newspaper. In addition to its mission of being Proudly South African, with its positive positioning around the future of our country, The New Age is ideally positioned to partner Eskom in disseminating its message to ordinary South African's across the length and breadth of South Africa. It is also the only newspaper to dedicate specific space to each province every day, and copies are distributed daily in each of the provinces containing content generated by staff based locally.
2. Eskom wishes to participate in the aims and objectives of TNA Media (PTY) LTD through the sponsorship of the Business Briefings.
3. The parties have agreed on the terms and conditions applicable to such sponsorship, which agreement the parties wish to record in writing.

IT IS THEREFORE AGREED AS FOLLOWS:

1. DEFINITIONS

- 1.1. Clause headings are for convenience only and shall not be taken into account when interpreting the agreement.
- 1.2. Unless the contract indicates the contrary, any expression which denotes
 - 1.2.1 The singular shall include the plural and vice versa.
 - 1.2.2 Any gender includes the other gender.
- 1.3 When any number of days are prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.

- 1.4 When figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 1.5 Unless the context in the agreement clearly indicates a contrary intention, the following expressions shall bear the meanings set out below: -
- 1.5.1 "The Agreement" means this agreement including all annexures; attached from time to time and signed by both parties.
- 1.5.2 "Effective Date" means the date of signature of this Agreement by the last signing party;
- 1.5.3 "TNA Media (PTY) LTD" shall mean TNA Media, a company duly incorporated in accordance with the company laws of the Republic of South Africa , registration number (2010/006569/07) with its office at 52 Lechwe Street, Corporate Park South, Midrand , Old Pretoria Main Road, Midrand 1685.
- 1.5.4 "Eskom" shall mean Eskom Holdings SOC Limited, a company duly incorporated in accordance with the company laws of the Republic of South Africa, Registration No: 2002/125527/06, with its registered office at Megawatt Park, Maxwell Drive, Sunninghill Ext 3, and Sandton
- 1.5.5 "BUSINESS-BRIEFING" shall mean the BUSINESS BRIEFINGS, TO BE CONFIRMED.
- 1.5.6. " Parties" shall mean Eskom and TNA Media.

2. DURATION

~~2.1 This Agreement shall commence on the Effective Date and shall continue for a period of one year, the duration of the 2014/15 Financial year.~~

2.1 This Agreement shall commence on the Effective Date, being 01 May 2014, and shall remain in force for an initial period of 36 (thirty six) months ("Initial Period") after which date it shall continue to be in full force and effect indefinitely, subject to the right of either Party to terminate this Agreement by giving to the other Party six month's written notice of termination which may be given at any time after the expiry of the Initial period.

~~2.2 The agreement shall terminate automatically upon the conclusion of the period.~~

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~~2.3 Eskom reserves the right to withdraw its sponsorship at any time in the event of a breach by TNA Media of any of the terms of this agreement.~~

~~2.2 —~~

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3 THE BUSINESS BRIEFINGS

- 3.1 TNA Media is the rights holder in respect of the business briefings.
- 3.2 TNA Media will manage the marketing campaign and activities of the Business Briefings.
- 3.3 TNA Media will decide, on all quests, dates, times, and venues for the marketing campaign and the activities.

4 SPONSORSHIP FEE

In consideration for the rights granted in terms of this agreement,

- 4.1 Eskom shall pay TNA Media the total amount of R 14 400 000.00 (Fourteen Million, Four Hundred Thousand Rand only) excluding VAT, as the sponsorship fee for the following:
 - 4.1.1 - 12 business briefing sessions at the cost of R1_200 000.00 each (excluding VAT) and any agency fees.
- 4.2 The sponsorship fee shall be payable, by Electronic Funds Transfer (EFT) within thirty (30) days upon receipt of a full tax invoice from TNA Media, after the completion of the event.
 - 4.2.1 the following bank details will be used to effect payment:

TNA Media Pty Ltd
ABSA Bank
Account number: 4066462329
Branch code: 331155
- 4.3 TNA shall use the sponsorship fee as set out above for the business briefings.

5 ~~ESKOM'S OBLIGATIONS~~

- ~~5.1 Should Eskom Holdings SOC Limited require TNA Media to organise the venue, catering and incidentals, these costs will be for the direct account of Eskom Holding SOC Limited~~
- ~~5.1 In the case where TNA Media organises the Business Briefing events it will provide Eskom with an estimate or quote of the events operational costs 14~~

(Fourteen) days prior to booking the event. The event venue and catering will only be booked on written consent of Eskom.

6 TNA's RESPONSIBILITIES

6.1 TNA Media will grant Eskom the following:

- ~~6.1.1 Broadcast between 7H00 to 09H00~~Live broadcasts of the event for at least 60 minutes
- ~~6.1.2 Television adverts promoting the event on ANN7~~
- ~~6.1.36.1.2~~ Advertisements in The New Age
- ~~6.1.46.1.3~~ 2 x tables of 10 guests each
- ~~6.1.56.1.4~~ Banner advertisement on www.thenewage.co.za
- ~~6.1.66.1.5~~ Use of Social Media
- ~~6.1.76.1.6~~ Logo's on all invitations
- ~~6.1.86.1.7~~ 6 pull up banners at event
- ~~6.1.96.1.8~~ 2 guests to be placed on the main table
- ~~6.1.106.1.9~~ Sponsor speech from podium before key note address
event broadcast

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7. INDEMNITY AND LIABILITY

7.1 TNA Media undertakes that during the currency of this Agreement;

- 7.1.1 it will take all necessary steps to ensure that no act by any of its officials, volunteers, agents or nominees will be detrimental or harmful to the "Eskom" name or will bring Eskom into disrepute. Further TNA Media indemnifies Eskom against any claim and costs payable due to negligence or fault of TNA Media, its officials, volunteers, agents or nominees and arising out of an infringement by TNA Media of the rights of others.

7.1.2 It will act in good faith and support all matters relating to the advertising, promotion and participation by Eskom in the business briefings.

7.2 Eskom undertakes during the currency of this Agreement that:

- 7.2.1 It will take steps to ensure that no act by any of its employees, representatives or nominees will be detrimental or harmful to the Business Briefings events or will bring TNA Media into disrepute. Further Eskom indemnifies TNA against any claim due to negligence or fault of Eskom, its employees, representatives or nominees arising from the infringement of the rights of others ; and

7.2.2 It will act in good faith and support all matters relating to the activities of TNA Media associated with the business briefings.

8. TRADE MARK

- 8.1 TNA Media shall not use any Eskom trademark, symbol, logo or design get up or branding without Eskom's prior written consent. Eskom hereby grants to TNA Media revocable and non-exclusive approval to use its name, logo and any other artwork or other items of intellectual property, which Eskom may make available to TNA Media for the purposes described in this agreement, in any and all media. The approval is valid for the duration of this agreement and may be revoked at any time by written notice from Eskom to TNA Media.
- 8.2 The revocation of the approval referred to in 9.1 above shall apply prospectively to future use and/or publication of such material, but shall not apply to any material already published and/or printed.
- 983 The approval herein shall survive the termination of this agreement in relation to any published and/or printed material that exist at the time of such termination.
- 8.4 TNA Media shall not be entitled to cede, assign or in any way, avail the approval granted in terms of this clause to any third party without Eskom's written consent.
- 8.5 All intellectual property rights of any nature whatsoever whether capable of registration or not (whether registered or not) in the Eskom name. Eskom marks, logo, image and all other matters relating to Eskom shall remain the sole property of Eskom and TNA Media shall not acquire any right in relation to such intellectual property

9. CONFIDENTIALITY

The parties agree that all details relating to the sponsorship by Eskom in terms hereof shall remain confidential and shall not be made known unless Eskom gives written consent.

10. BREACH

- 10.1 Either party shall be entitled to cancel this Agreement in the event of the other party being guilty of a breach of any of the terms of this Agreement and failing to remedy such breach within 14 (fourteen) days of having been called upon in writing by the other party to do so.
- 10.2 Should the Business Briefings cease and the marketing campaign be cancelled for any reason whatsoever or should Eskom withdraw its sponsorship, TNA Media shall ensure that the Eskom name, logo or symbols are not used or associated in any way with TNA Media activities as governed by this agreement.

11. FORCE MAJEURE

11.1 TNA Media shall not be responsible for the cancellation or postponement of the Business Briefings in the event that such cancellation is caused by acts of God and/or acts beyond the reasonable control of TNA Media such as war, civil disturbance and such non-performance will not be a default under this agreement nor a ground for termination of this Agreement.

11.2 In the event of any one of the acts mentioned in 12.1 above arising, TNA Media shall notify Eskom in writing within 48 hours of having knowledge of such act.

12. CESSION

12.1 Neither party may cede and delegate any of its rights and obligations (including liabilities) under this agreement to any person without the written consent of the other party.

12.2 Notwithstanding the above, Eskom may on written notice to the other party cede and delegate its rights and obligations under this agreement to any of its subsidiaries or any of its present divisions or operations which maybe converted into separate legal entities as a result of the restructuring of the electrical supply industry and the Electricity distribution Industry.

13. TERMINATION

13.1 Notwithstanding anything to the contrary set out in this Agreement, either party shall have the right to terminate this Agreement by notice in writing to the other, within 15 (fifteen) of the date upon which it becomes aware of the occurrence of the events, if:

13.1.1 the other party shall be declared bankrupt or , or go into liquidation, either compulsory or voluntary (other than for the purposes of reconstruction or amalgamation); or other party passes a resolution to be placed under business rescue or any application is threatened or lodged for its placement into business rescue or under business rescue supervision.

13.1.2 any administrative receiver or similar officer is appointed in respect of the whole or part of its assets or if either party shall make any voluntary arrangement or composition with its creditors generally or any similar actions shall be taken or enforced against either party.

14. ARBITRATION

14.1 Should any dispute or difference arise out of or in connection with this agreement, or its interpretation, the parties shall endeavour to resolve such dispute or difference in an amicable manner. In the event that the dispute or difference is not resolved, either party may at any time by written notice inform the other that such dispute remains unresolved and request that the matter be determined by a third party (arbitrator), in terms of what is set out below, unless otherwise agreed in writing between the parties.

14.2 The parties shall within 30 (thirty) days of the notice referred to above agree on a person or persons to act as arbitrator in the matter.

14.3 In the event that the parties are unable to agree on the arbitrator within 30 (thirty) days of the date of the notice referred to above, then in such an event either party may in writing request that the President of the Arbitration Foundation of Southern Africa (AFSA) appoint a suitable arbitrator to act herein.

14.4 The proceedings shall be held at a venue within the area of Johannesburg or Pretoria and unless otherwise agreed by the parties, in accordance with the formalities and the procedures determined by the arbitrator.

14.5 Unless the parties agree on terms of reference, procedures for the arbitration and any other matter relating to the arbitration within 14 (fourteen) days of the appointment of the arbitrator, a meeting shall forthwith be convened by the arbitrator with the parties to:

14.5.1 determine the terms of reference for the arbitration;

14.5.2 determine the procedures for the conduct of the arbitration;

14.5.3 determine any other matter necessary.

14.6 In the event that the parties fail or are unable to agree on any of the matters referred to above, the arbitrator shall be entitled to make a determination on such issues, subject to clause 14.7 below.

14.7 Unless otherwise agreed to by the parties, the rules of the Arbitration Foundation of Southern Africa (AFSA) shall apply to the arbitration proceedings and any other matter related thereto.

15. DOMICILE

15.1 Each party chooses its domicilium citandi et executandi ("domicilium") for all purposes under this Agreement, whether for serving any court process or documents, giving any notice, or making any other

communications of whatsoever nature and for any other purpose arising from this Agreement ("notice"), as follows:

Eskom: Megawatt Park, Maxwell Drive, Sunninghill
Postal address: PO Box 1091, Johannesburg 2000, RSA
Tel No.: +27 11 800 3852
Fax No.: 086 662 9938
Attention:
E-mail:
Website: www.eskom.co.za

TNA Media: 52 Lechwe Street, Corporate Park South,
Midrand
Postal address: 5728 Halfway House, Midrand, 1685
Tel No.: 0115421222
Attention: Nazeem Howa
Email: nazeemh@tnamedia.co.za
Website: www.thenewage.co.za

Commented [PD1]: Please add Nazeem's direct telephone number

Commented [PD2]: Please add Nazeem's address

15.2 Any notice required or permitted to be given under this Agreement shall be valid and effective only if in writing and shall:

15.2.1 if delivered by hand be deemed to have been duly received by the addressee on the date of delivery;

15.2.2 if posted by pre-paid registered post be deemed to have been duly received by the addressee on the 7th (seventh) day following the date of such posting; or

15.2.3 if successfully transmitted by facsimile be deemed to have been received by the addressee 1 (one) day after dispatch.

1653 Notwithstanding anything to the contrary contained in this Agreement, written notice of communication actually received by one party from the other party including by way of facsimile transmission shall be adequate written notice of communication to such party.

15.4 Any party may by notice to the other party change its domicile to another physical address and such change shall take effect on the 7th (seventh) day after the date of receipt by the party who last receives the notice.

176 GENERAL

16.1 This Agreement constitutes the sole record of the agreement between the parties with regard to the subject matter hereof. No party shall be

bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

16.2 No addition to or variation of, or agreed cancellation of this Agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.

16.3 No relaxation or indulgence which any party may grant to any other shall constitute a waiver of the rights of that party and shall preclude that party from exercising any rights which may have arisen in the past or which might arise in future.

16.4 This agreement shall be governed by the laws of the Republic of South Africa.

16.5 The parties shall in their dealings with each other display good faith.

Signed at on this day of 20.....

AS WITNESSES:

1. _____

for: **TNA Media (PTY) LTD**
he/she being duly authorised

2. _____

Signed at on this day of 20.....

AS WITNESSES:

1. _____

for: **ESKOM HOLDINGS SOC
LIMITED**

he/she being duly authorised

2. _____



**Newspaper Subscription Agreement
between Eskom
and
TNA Media (Pty) Ltd
Effective Date: 01 May 2014**

MADE and ENTERED into by and BETWEEN –

TNA MEDIA (PTY) LTD

Herein represented by NAZEEM HOWA he being duly authorized hereto
(hereinafter referred to as 'TNA')

And

ESKOM

Eskom herein represented by _____ he being duly
authorized hereto and who warrants his authority to enter into this agreement.

Agreement Overview

This Agreement represents a Subscription Agreement ("Agreement") between *TNA Media (Pty) Ltd* and Eskom for provision and delivery of The New Age newspaper.

1. Subscription Agreement

- TNA shall provide to the Eskom 4000 copies daily of The New Age newspaper from Monday to Friday at the present cover price of R3,50 on the basis that each subscription runs for this contractual period. The price structure and payment schedule for 36 months shall be as follows:

	Cover price Incl VAT	No of publishing days	Copies delivered per day	Contractual Commitment incl VAT
01 May 2014 – 30 April 2017	R 3.50	256	4000	R 3 584 000
Delivery Charge	R 0.50	256	4000	R 512 000
Total annual cost				R 4 096 000

- The present cover price will at all times be applicable and will be increased from time to time due to general inflation and industry cost increases.
- TNA shall deliver the newspapers at the addresses as per annexure A, each morning. Eskom shall provide TNA with a written list of addresses (with contact names and telephone numbers) for the delivery of the newspaper. Should the delivery address of any recipient change, Eskom shall notify TNA in writing of such change of address and the effective date for delivery at the new address. In the event of any recipient of Eskom is no longer to receive any further delivery of future additions of the newspaper than in such an event, Eskom must inform TNA in writing of the date on which such delivery such terminate and also instruct TNA as how to deal with the allocated copies within TNA's existing delivery routes.
- The present cover price inclusive of Vat for each newspaper is R3,50 (Three Rand, fifty cents). In the event of the cover price increasing in the future, the amounts payable by Eskom to TNA will be adjusted accordingly. TNA shall inform Eskom in writing of any proposed increase in the price of the newspaper at least one month prior to any such increase.
- Should there be any complaints of non-delivery, Eskom shall address a written letter to TNA informing TNA of such non delivery and the address where the non-delivery has taken place. TNA shall investigate such complaint and shall take immediate steps to remedy future non delivery of the newspaper at that address.

- Eskom shall not have a right to any credit or refund in the event of non delivery of a newspaper to any of Eskom recipients as a result of any change in the recipients address or as a result of any non delivery to any such recipient.

2. Duration

This Agreement shall commence on the Effective Date, being the 22 June **2012**, and shall remain in force for an initial period of **36 (thirty six) months** ("Initial Period") after which date it shall continue to be in full force and effect indefinitely, subject to the right of either Party to terminate this Agreement by giving to the other Party six month's written notice of termination which may be given at any time after the expiry of the Initial period.

3. Domicilium

TNA chooses domicilium for all purposes hereunder at –

52 Lechwe Street, Corporate Park South, Old Pretoria Road, Midrand, Gauteng

Fax: 011 3142986

email : Nazeemh@tnamedia.co.za

Eskom chooses domicilium for all purposes hereunder at –

Address:

Fax

email:

4. This constitutes the whole agreement between the parties, no alterations, amendments or variations shall be valid and binding on either party unless reduced to in writing and signed by the parties hereto.

5. Eskom hereby warrants that the person signing this agreement on behalf of Eskom has the required authority and has been mandated by the Eskom to enter into this agreement on its behalf.

6. Eskom warrants that it has entered into this subscription agreement voluntarily on its own volition and has not been induced or influenced in any manner to do so as a result of any representations or warranties made by TNA to the Eskom or to any person acting on the latter's behalf.

SIGNED at _____ on this _____ day of _____ 2012.

AS WITNESSES :

1. _____

NAZEEM HOWA
For TNA

2. _____

SIGNED at _____ on this _____ day of _____ 2012.

AS WITNESSES :

1. _____

Name:
Eskom

2. _____

Annexure A

Distribution	
Megawatt Park	600
Braamfontein	400
Menlyn	150
Bloemfontein	300
Rustenburg	100
Witbank	300
Nelspruit	100
Polokwane	100
Tzaneen	100
Thoyandou	100
Pinetown	300
Bellville	250
Simmerpan	250
Escom Training Centre	150
Escom Conference Centre	150
Acacia (WC)	100
Koeberg (WC)	100
Ankerlig (WC)	100
Arnot	50
Duvha	50
Hendrina	50
Kendal	50
Kriel	50
Lethabo	50
Matla	50



421
NAB 11

**DEPARTMENT: PUBLIC ENTERPRISES
REPUBLIC OF SOUTH AFRICA
NATIONAL ASSEMBLY**

QUESTION FOR WRITTEN REPLY

QUESTION NO.: 3910

DATE OF PUBLICATION: 06 NOVEMBER 2015

3910. Mr N Singh (IFP) to ask the Minister of Public Enterprises:

- (1) whether she will take action against the reckless and wasteful expenditure of taxpayers' money by parastatals that have entered into an agreement to sponsor *The New Age* breakfast briefings; if not, why not;
 - (2) What are the (a) names of the parastatals that have entered into the specified agreement and (b) costs incurred in respect of the specified agreement?
- NW4766E

REPLY

(1) Only Eskom in its 2015 Annual Financial Statements reported an amount of R4 million as irregular expenditure relating to the SABC/The New Age business breakfast briefings. This amount was incurred within the contract period but prior to the Board's ratification. The R4 million amount was only paid over to TNA after the Board's ratification.

Regarding irregular, fruitless and wasteful expenditure in general, I am assured that the Boards and Management regularly review the SOCs internal control environment to minimise the risk, and where an incident occurs appropriate measures are taken to deal with the matter, including disciplinary action and/or criminal or civil action against those involved, as considered appropriate. Reporting in respect of financial misconduct has also improved in compliance with the PFMA to ensure that incidents are detected early.

(2)(a) Alexkor, Denel, SAFCOL and SA Express have not entered into an agreement with SABC/The New Age on the business breakfast briefings; Eskom and Transnet have existing contracts.

(2)(b) With regard to Eskom, the SABC/The New Age breakfast briefings contract is R43.2 million, effective 1 May 2014 to 30 April 2017 with 36 briefings planned for the period of the contract. Transnet has contracted for R20 million effective 1 April 2015 to March 2016 with 20 briefings planned for the period. In both SOC's, the Boards have assured me that these agreements have been concluded in line with SOC's governance processes and that the required approvals are in place.

CEF	There were no bonuses paid to senior officials in December 2012.	NA	NA	NA	NA	NA
NNR	There were no bonuses paid to senior officials in December 2012.	NA	NA	NA	NA	NA
SANEDI	There were no bonuses paid to senior officials in December 2012.	NA	NA	NA	NA	NA
NECSA	There were no bonuses paid to senior officials in December 2012.	NA	NA	NA	NA	NA
NERSA	NERSA did pay bonuses	Ms E Teljeur Dr R Crompton Mr T Bukula Ms P Nzimande Ms N Sithole Ms E Viljoen Ms Z Mackenzie Mr T Mashapa Mr M Ncetezo Mr M Malope Mr P Mabuza Mr N Maseti	147 001.12 147 001.12 155 001.12 153 784.63 153 803.53 222 807.19 92 010.51 123 912.23 269 296.46 240 292.43 277 871.33 254 707.32	Performance based	Bonus budget	Performance Agreements were signed with all managers
PetroSA	There were no bonuses paid to senior officials in December 2012.	NA	NA	NA	NA	NA

Reply received: March 2013

NATIONAL ASSEMBLY QUESTION 76

Mr N D du Toit (DA) to ask the Minister of Energy:

(a) How many tickets did (i) her department and (ii) any of its entities purchase to attend business breakfasts hosted by a certain newspaper (name furnished) (aa) in the (aaa) 2010-11 and (bbb) 2011-12 financial years and (bb) during the period 1 April 2012 up to the latest specified date for which information is available and (b) what was the total cost in each case? NW82E

Department/Entity	(aaa) 2010/11	(bbb) 2011/12	(bb) 1 April 2012 to date	(b) Cost
Department of Energy	None	The Department purchased two tables each table has 10 tickets. The Minister of Energy delivered a keynote address and responded to questions from stakeholders as part of her interaction with various stakeholders	The department purchased two tables which had 10 tickets each. This was at the post-State of the Nation Address in Cape Town on 15 February 2013 the breakfast was addressed by President Jacob Zuma.	R21 392,10 + R21 392,10= R42 784.20

CEF (SOC) Ltd	CEF (SOC) LTD and its subsidiaries did not purchase tickets to attend the above mentioned business breakfast	NA	NA	NA
NNR	The NNR did not purchase any ticket to attend the above mentioned breakfast	NA	NA	NA
SANEDI	NECSA did not purchase any ticket to attend the above mentioned breakfast	NA	NA	NA
NERSA	NERSA did not purchase any ticket to attend the above mentioned breakfast	NA	NA	NA
PetroSA	None	Post-State of the Nation Address in Cape Town last year, breakfast addressed by President Zuma – one table of 10	Yes, TNA / SABC breakfast addressed by Minister Dipuo Peters in May / June last year – two tables of 10 and Post-State of the Nation Address in Cape Town this year (15 February 2013), breakfast addressed by President Zuma – one table of 10	R7130.70+R21 329.10= R28459.80

Reply received: March 2013

NATIONAL ASSEMBLY QUESTION 40

Mrs M Wenger (DA) to ask the Minister of Energy:

- (1) Whether any (a) potentially toxic or (b) radioactive spillage from a burst tailings dam of AngloGold Ashanti in the Stilfontein area was reported to the National Nuclear Regulator on 26 December 2012; if not, why not; if so, what are the relevant details of the spillage;
- (2) whether any action has been taken against AngloGold Ashanti; if not, what is the position in this regard; if so, what are the relevant details;
- (3) whether any steps have been taken to ensure that a similar event does not occur again; if not, why not; if so, what are the relevant details;
- (4) what steps have been taken to remediate the area affected by the spillage? NW42E

Response:

(1) The NNR has no knowledge of the alleged slime spillage that is reported to have occurred on 26 December 2012, but can confirm that Mine Waste Solutions (a subsidiary of AngloGold Ashanti), holder of COR-30, operating in the Stilfontein area has reported a slime spillage resulting from heavy rainfall event (more than 54mm of rain in 30 minutes) that occurred on 25 December 2012; As a consequence of the event rainwater combined with slurry breached the containment of the tailings impoundment and spilled over onto the adjacent farm owned by Mr Jooste.

(2) The authorisation holder was required to ensure that the impacted area is rehabilitated.

Rehabilitation of the impacted farm, owned by Mr Jooste was initially delayed due to the fact that Mr Jooste denied access to his property. The NNR inspection conducted in January 2013 confirmed that the nuclear authorisation holder had implemented repair to the damaged tailings impoundment and that the threat of further environmental contamination had been abated.

(3) The containment capacity at the tailings impoundment and associated pumping station has been increased. The authorisation holder is to undertake a detailed hydrological assessment including review of the current storm water infrastructure and identify improvements to be made to the existing infrastructure;

(4) An action plan to rehabilitate the site has been compiled by the authorisation holder and submitted to the NNR for assessment. Further the authorisation holder has recently negotiated the purchase of the impacted land from its owner Mr Jooste.

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🔍 Question NW1080 to the Minister Communications

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16 May 2016 - NW1080



Ndlozi, Dr MQ to ask the Minister Communications

(a) Has any of her senior officials met with certain persons (names furnished) during the period 1 January 2009 up to 31 December 2015 and (b) has any of the entities reporting to her awarded any contracts to Sahara Holdings, Comair, Oakbay Investments, Islandsite Investments, Afripalm Horizons Stakes, The New Age Media, JIC Mining Services and Vusizwe Media in the specified period; if so, what (i) are the relevant details and (ii) is the amount of each specified contract?

[📄 Source](#) [🔗 Link](#)

Reply:

GOVERNMENT COMMUNICATIONS AND INFORMATION SYSTEMS (GCIS):

(a) To the knowledge of the Accounting Officers of both the Department of Communications and the GCIS, senior managers of the departments did not meet with the above-mentioned people on their official capacity, between 2009 and 2015.

(b) No contracts were entered into with Sahara Holdings, Comair, Oakbay Investment, Islandsite Investment, Afripalm Horizons Stakes, TNA Media, JIC Mining Services and Vusizwe Media between 2009 and 2015 outside of normal procurement transactions.

Yes, there has been transactions with TNA Media to procure advertising. Payments made from the budget appropriated to Government Communication and Information System (GCIS) to TNA Media are detailed below:

DEPARTMENT	FISCAL 2011-2012	INVOICE AMOUNT
GCIS	Protection of Information Bill	R132 526.37
	SONA	R153 900.00
	SONA	R1 700 000.00
	Information Dissemination	R874 888.00
GCIS Total		R2 861 314.37
	FISCAL 2012-2013	INVOICE AMOUNT
GCIS	National Orders	R450 000.00
	Orders of Companions of OR Tambo	R77 319.00
	SONA	R893 475.29
	State Funeral	R92 836.93
GCIS Total		R1 513 631.12

	FISCAL 2013-2014	INVOICE AMOUNT
	Mandela Memorial Campaign: State Funeral	R62 928.00
	Recruitment	R50 068.80
	SONA	R821 128.32
GCIS Total		R934 125.12
	FISCAL 2014-2015	INVOICE AMOUNT
Government Communication and Information System (GCIS)	Database registration	R 14 945.40
	Profiling Campaign	R 720 990.72
	Recruitment	R 301 195.75
	Recruitment Phase 3	R 57 078.43
	SONA 2014	R 100 137.60
	SONA 2015	R 101 888.64
GCIS Total		R 1 296 236.54
	FISCAL 2015/2016	
GCIS	SONA 2016	R 145 555.20
	Voter Education	R 81 874.80
GCIS Total		R227 430.00

ENTITIES REPORTING TO DOC:

ICASA did not award any contracts to Sahara Holdings, Comair, Oakbay Investments, Islandsite Investments, Afripalm Horizons Stakes, The New Age Media, JIC Mining Services and Vusizwe Media during 1 January 2009 up to 31 December 2015.

Brand South Africa did not award any contracts to Sahara Holdings, Comair, Oakbay Investments, Islandsite Investments, Afripalm Horizons Stakes, The New Age Media, JIC Mining Services and Vusizwe Media during 1 January 2009 up to 31 December 2015.

Media Diversity and Development Agency did not award any contracts to Sahara Holdings, Comair, Oakbay Investments, Islandsite Investments, Afripalm Horizons Stakes, The New Age Media, JIC Mining Services and Vusizwe Media during 1 January 2009 up to 31 December 2015.

South African Broadcasting Corporation

(a) N/A

(b) Yes, The New Age Media.

(i) 1. Newspaper subscriptions

2. The SABC and The New Age (TNA) have an agreement that the SABC will cover live all the TNA Business Breakfasts. This agreement is for a period of three years. The agreement stipulates that the TNA will arrange and organise the Business Breakfasts by providing the venue (as well as catering) and secure the participants. The SABC in turn broadcasts the event. The advantage for the SABC is the acquisition of content.

(ii) 1. R 733,930.

2. Nil

Film and Publications Board did not award any contracts to Sahara Holdings, Comair, Oakbay Investments, Islandsite Investments, Afripalm Horizons Stakes, The New Age Media, JIC Mining Services and Vusizwe Media during 1 January 2009 up to 31 December 2015.

MR NN MUNZHELELE

DIRECTOR GENERAL [ACTING]

DEPARTMENT OF COMMUNICATIONS

DATE:

MR D LIPHOKO

DIRECTOR GENERAL [ACTING]

GOVERNMENT COMMUNICATION AND INFORMATION SYSTEM

DATE:

MS AF MUTHAMBI (MP)

MINISTER OF COMMUNICATIONS

DATE:

Source file

 RNW1080-160516.docx

NAB 9

AGREEMENT

Between

THE SOUTH AFRICAN BROADCASTING CORPORATION SOC LTD

and

TNA MEDIA (PROPRIETARY) LIMITED

SABC REFERENCE NUMBER: 00005606

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1. THE PARTIES

- 1.1 **The South African Broadcasting Corporation SOC Ltd**, a public company with limited liability incorporated in terms of the provisions of the company laws of South Africa, and constituted in terms of the provisions of the Broadcasting Act, No. 4 of 1999, as amended, with registration number 2003/023915/06 and having its principle place of business at Radio Park Building, Henley Road, Auckland Park, Johannesburg, Republic of South Africa; and
- 1.2 **TNA Media (Proprietary) Limited**, a private company with limited liability and registered in accordance with the company laws of South Africa under registration number 2010/006569/07 and having its principal place of business at 52 Lechwe Street, Corporate Park South, Midrand, Republic of South Africa.

2. DEFINITIONS AND INTERPRETATION

- 2.1 In this Agreement, the following expressions shall bear the meanings assigned to them below:-
- 2.1.1 **“Agreement”** means the terms and conditions contained in this document including any schedules or annexure hereto;
- 2.1.2 **“Business Day”** means any day of the week except Saturday, Sunday and public holidays in the Republic of South Africa;
- 2.1.3 **“Effective Date”** means the date on which this Agreement shall become of force and effect which for the avoidance of any doubt is 1 March ~~2012~~2015, notwithstanding the Signature Date hereof;
- 2.1.4 **“Events”** means a series of events known as **The New Age Breakfast Briefing brought to you by the SABC** hosted by TNA, with a guest agreed to jointly by the parties, held at various venues throughout the country, and on dates agreed to by the Parties;
- 2.1.5 **“Morning Live”** means a current affairs breakfast programme broadcast Monday to Friday from ~~06~~07:00 until ~~08~~09:00 on SABC 2;

- 2.1.6 **"Parties"** means SABC and TNA Media collectively, and "Party" shall be a reference to either of them;
- 2.1.7 **"SABC"** means the Party described in clause 1.1 above;
- 2.1.8 **"SABC 2"** means a public television channel operating under a television broadcast licence granted to the SABC by the Independent Communications Authority of South Africa (ICASA) in pursuance of the provisions of the Broadcasting Act No. 4 of 1999, as amended, and the Independent Broadcasting Authority Act NO.153 of 1993, as amended, and the Electronic Communications Act No.36 of 2005, as amended, and may also mean SABC as the context requires;
- 2.1.9 **"Services"** means hosting of the Events as fully set out in this Agreement;
- 2.1.10 **"Signature Date"** means the date of signature of this Agreement by the Party signing last in time;
- 2.1.11 **"TNA Media"** means the Party described in clause 1.2 above;
- 2.1.12 **"VAT"** means the Value Added Tax payable in terms of the Value Added Tax Act 89 of 1991, as amended from time to time;
- 2.1.13 **"Venues"** means the locations to be identified and provided by TNA Media where the Events will take place.
- 2.2 The clause headings in this Agreement are for purposes of convenience and reference only and shall not be used in the interpretation of, nor to modify or amplify the terms and conditions of this Agreement nor any clause hereof.
- 2.3 Unless a contrary intention clearly appears from the context, words importing:
- 2.3.1 any reference to a gender includes the other genders;
- 2.3.2 any reference to the singular includes the plural and vice versa; and
- 2.3.3 any reference to natural persons includes legal persons and vice versa.

- 2.4 Where words and/or expressions are defined within the context of any particular clause in this Agreement, the words and/or expressions so defined shall bear the meanings assigned to such words and expressions in that clause, notwithstanding that such word and/or expressions have not been defined in this interpretation clause.
- 2.5 When any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a Saturday, Sunday or declared public holiday in the Republic of South Africa, in which case the last day shall be the next succeeding Business Day.
- 2.6 The use of the word “including” followed by a specific example or examples, shall not be construed as limiting the meaning of the general wording preceding it and the *eiusdem generis* rule shall not be applied in the interpretation of such general wording or such specific example or examples.
- 2.7 The *contra proferentem* rule is excluded and accordingly, no provision herein shall be construed against or interpreted to the disadvantage of any Party due to such Party having or being deemed to have structured or drafted such provision.
- 2.8 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 2.9 The schedules and annexure to this Agreement form an integral part hereof and words and expressions defined in this Agreement shall bear, unless the context otherwise requires the same meanings in such schedules and annexure which do not themselves contain their own definitions and provided that in the event of any conflict between the schedules and/or annexure and this Agreement, this Agreement takes precedence and shall apply.
- 2.10 If any provision in a definitions clause is a substantive provision conferring rights or imposing obligations on a Party, notwithstanding that it is only in the definition clause, effect shall be given thereto as if it were a substantive provision in the body of this Agreement.

3. INTRODUCTION

- 3.1 TNA Media is desirous of hosting the Events ~~twice-four times~~ a month and assigning the live broadcast rights to the SABC on an exclusive basis.
- 3.2 SABC intends to accept the assignment on an exclusive basis and broadcast the Events live on Morning Live.
- 3.3 The Parties hereby agree to regulate their relationship in accordance with the following terms and conditions.

4. TERM OF THE AGREEMENT

- 4.1 This Agreement shall commence on the Effective Date and shall remain in force for a period of ~~36-60 (sixtythirty six)~~ months ~~subject to the right of either Party to terminate this Agreement by giving to the other Party 3 (three) months written notice of termination which may be given after the expiry of the first 12 (twelve) months, unless terminated earlier in terms of clause 15 of this Agreement.~~

5. GRANT OF RIGHTS

- 5.1 TNA Media hereby grants to SABC the rights to broadcast the Events live at the Venues on an exclusive basis as the host broadcaster and/or broadcast partner of the Events.
- 5.2 TNA Media further grants the SABC sub-naming rights for the Events, to be referred to as The New Age Breakfast Briefing brought to you by the SABC.
- 5.3 The SABC duly accepts such the rights granted in accordance with the terms of this Agreement.
- 5.4 The SABC shall accordingly have the right to film, record and broadcast the Events live on SABC 2, Morning Live.
- 5.5 The SABC shall be entitled to repeat broadcasts at any time after the Events without restriction during the Term of this Agreement.
- 5.6 It is specifically recorded that the SABC shall broadcast ~~24~~ (fourtwo) Events per month and the SABC shall at all times have final editorial control. Any event featuring the President of the Republic of South Africa will be in addition to the four events.

6. NATURE OF THE PARTIES RELATIONSHIP

- 6.1 All obligations and duties of TNA Media specified herein shall be undertaken by TNA Media as principal at law.
- 6.2 TNA Media shall not hold itself out as a partner, an agent or an employee of SABC when contracting with any third party.
- 6.3 TNA Media is prohibited from contracting or incurring any liability on behalf of or in the name of any SABC or to bind SABC to credit in any way whatsoever.
- 6.4 Neither this Agreement, nor any terms and conditions contained herein, shall be construed as creating a partnership, joint venture, agency relationship or granting a franchise between the Parties.

7. DUTIES AND OBLIGATIONS OF TNA MEDIA

7.1 TNA Media shall:-

- 7.1.1 convene the Events ~~twice~~ on four times a monthly basis or as mutually agreed by the Parties ~~in writing~~;
- 7.1.2 procure, book and pay for suitable Venues for each of the Events;
- 7.1.3 ensure pre-promotion of the Events combined with alternative forms of marketing to ensure strong attendance which coincides with SABC's on-air promotion and TNA Media's paid-for and free classic advertising;
- 7.1.4 make available the Venues to SABC on the Event Dates for the Events;
- 7.1.5 ensure viable and professional invitation, ticketing and welcome process at the Events;
- 7.1.6 ensure bar and food arrangements are made;
- 7.1.7 organize, manage and produce the Events in accordance with acceptable industry standards;
- 7.1.8 make available sufficient space for the proper and undisturbed conduct of the Events for Event personnel;

- 7.1.9 provide sufficient power including all power outlets, power connections and/or power generators as well as all other infrastructure as requested by SABC to facilitate the success of the Events;
- 7.1.10 ensure exclusivity to SABC as the official television ~~broadcast~~ partner of the Events;
- 7.1.11 ensure SABC is acknowledged as the official ~~broadcast~~ television partner of the Events in all media communications relating to the ~~Events~~ which ~~communications shall be submitted to the SABC for approval prior to printing or broadcast;~~
- 7.1.12 permit the placement of SABC branding in and around each Venue in the ratio of 33.3% (thirty three and a third percent) to SABC, 33.3% (thirty three and a third percent) to TNA Media and 33.3% (thirty three and a third percent) to the Event sponsor which will change from time to time of the total branding and branding space for Events and ensure that such banners placed shall continue to be displayed for the duration of the Events;
- 7.1.13 ensure that no sponsorship is obtained from any competitor media or broadcaster in respect of the Events without the prior written approval of SABC. Such prior approval shall stipulate the terms on which SABC agrees that such sponsorship may be obtained, so duly approved;
- 7.1.14 provide unobstructed access and egress access for SABC Event personnel to and from the Venues to enable SABC to conduct the Events from the Venues;
- 7.1.15 provide furniture as agreed to with SABC to install broadcast equipment;
- 7.1.16 ensure that the branding material supplied by the SABC in terms of clause 9.1.5 is adequately and correctly exposed in accordance with the directives of the SABC and subject to clause 7.1.12 above;
- 7.1.17 together with the SABC, procure logistical services, agree on the duration and content of the Events in accordance with SABC audience expectations;
- 7.1.18 agree on the guest speakers together with SABC at least (two) weeks prior to each Event. It is specifically recorded that such guest speakers shall not be

limited to cabinet ministers but should rather reflect the South African business and political climate in its entirety, including provincial premiers and other prominent personalities or newsmakers;

- 7.1.19 comply with all SABC's reasonable instructions consistent with this Agreement;
- 7.1.20 present itself (and procure the attendance of any sub-contractor) to assist at such times as the exigencies and demands that SABC may require to conduct the Events subject to prior obtaining of a purchase order from TNA Media; and
- 7.1.21 timeously pay all amounts due to any sub-contractor in respect of any services rendered by that sub-contractor in terms of this Agreement (if relevant). SABC shall not be liable for payment of any amounts due to such sub-contractors under any circumstances whatsoever and any such contractor shall have no claim for same against SABC.

8. SECURITY AT THE EVENTS

- 8.1 TNA Media shall procure or provide adequate professional security officials from a reputable source for each Event, sufficient in number, taking into account the number of guests expected at the Events.
- 8.2 The function of the security officials shall be to secure the Venues and prevent or deal with any situation which could possibly threaten the safety of the guests, Event personnel and any SABC equipment installed at the Event.
- 8.3 TNA Media shall provide such security measures and shall take necessary precautions as the circumstances may dictate for the full duration of each Event, the lead up thereto and the completion thereof; in addition, same shall further be provided on a 24-hour basis at the Venues should it be necessary to leave any of the equipment delivered to/installed at the Venues prior to the commencement of, during or after the completion of the Events.
- 8.4 TNA Media shall ensure that it has arranged for complete supervision and control over access and egress from the Venues, parking and other restricted areas as well as the deployment of security staff in all such areas.

9. RIGHTS AND OBLIGATIONS OF SABC

9.1 SABC undertakes to do the following:-

- 9.1.1 broadcast the Events live on SABC 2 Morning Live;
- 9.1.2 use its best endeavours to promote, give exposure to or advertise the Event on any platform as it deems appropriate;
- 9.1.3 cover the costs of television production to promote the Events;
- 9.1.4 cover travel and accommodation costs for SABC Event personnel unless otherwise arranged;
- 9.1.5 SABC shall direct the placement of its branding in and around the Venues in accordance with its branding plan and subject to clause 7.1.12 prior to the start date of the Event;
- 9.1.6 provide TNA Media with a list of guests to be given access to the Event;
- 9.1.7 manage the booking and scheduling of the airtime internally. SABC shall have the discretion as to which time slots to schedule the broadcast of the Events, taking into consideration newsworthiness and operational resource requirements;
- 9.1.8 provide to TNA Media a digital copy of the broadcast material from each Event at its own cost and further licence TNA Media to use parts of the broadcast on its website; and
- 9.1.9 script, direct, produce and pre-record all the promotional spots of the airtime. SABC will promote, give exposure to or advertise the Events in any manner it deems fit; the style, manner and extent of such exposure or advertising shall be within the sole discretion of SABC.

10. INSURANCE AND INDEMNITY

- 10.1 Each Party hereby indemnifies the other Party against any and all claims, damages, liabilities, actions, causes of action, costs and expenses (including legal fees),

judgements, penalties of any kind arising out of any breach by the Indemnifying Party of any undertaking or warranty set out in this Agreement.

- 10.2 Save in the event of either Parties wilful conduct or negligence, the Parties hereby indemnify each other and hold each other harmless against any and all claims, actions and judgments in respect of losses, damages, costs, claims, injuries to and/or death of persons and demands made against either Party in connection with this Agreement.
- 10.3 TNA Media shall ensure that it and all sub-contractors appointed by it in terms of this Agreement (if any) shall take out and maintain for the duration of this Agreement and for such period as may be necessary thereafter, the necessary and adequate insurance to cover all risks that may arise in the performance of their obligations and duties arising from or in connection with this Agreement. Accordingly, TNA Media indemnifies and holds harmless and shall keep SABC indemnified and held harmless against all liability which may arise in the past, present and/or future as a result of any negligent or wilful act or omission by it and/or its sub-contractors as referred to herein.
- 10.4 Notwithstanding that TNA Media shall be entitled to sub-contract its duties and obligations as provided for herein, TNA Media shall at all times be and remain responsible for its duties and obligations as set out in this Agreement.

11. WARRANTIES AND UNDERTAKINGS

- 11.1 TNA Media warrants to SABC the following:-
- 11.1.1 the Venues where the Events are to take place are properly insured against any form of third party liability including but not limited to fire and personal injury and a copy of the Insurance Policy shall be provided to SABC on request;
- 11.1.2 the Venues have the necessary licences and authorisations to host the Events, and strictly adhere to the provisions of these licenses and/or authorisations, including but not limited to the holding of public events;

- 11.1.3 it has sufficient public liability insurance to cover any form of third party liability including but not limited to fire and personal injury and a copy of the insurance policy shall be provided to SABC on request;
 - 11.1.4 the Venues conform in every respect to all health and safety standards, rules and regulations as required by law;
 - 11.1.5 all power supplied by it in terms of this Agreement including but not limited to its connections, supply, cables and power points are be Certificate of Compliance (COC) compliant and;
 - 11.1.6 it specifically indemnifies the SABC for and against any claim whatsoever that may be instituted against it in the event that the Venues do not comply with requirements stipulated under the above clauses 11.1.5 and 11.1.6 respectively;
 - 11.1.7 it is not a labour broker or personal service company, notwithstanding the 4th Schedule of the Income Tax Act, No 58 of 1962, as amended, the SABC is not required to withhold any tax in respect of any payment made in terms of this Agreement;
 - 11.1.8 it shall procure that all sub-contractors and third parties providing services at the Events shall provide a written undertaking that they shall not proceed against the SABC in either contract or delict arising from any breach by TNA Media of its obligations to those sub-contractors in terms of any agreement entered into by TNA Media and its sub-contractors. TNA Media shall make copies of such contracts available to SABC on request; and
 - 11.1.9 it will under no circumstances use the branding, logos, trademarks and intellectual property of SABC as contemplated in this Agreement, for any purpose other than that which is stipulated in this Agreement, and only with the approval of SABC.
- 11.2 The Parties further warrant to each other that it will not commit or cause any act to be committed or omit to do any of the following:-
- 11.2.1 harm in any way the trademarks, goodwill and reputation of either Party;

11.2.2 harm the business of either Party in any way; or

11.2.3 bring either Party's name into disrepute.

11.3 The Parties shall take all legal and practical steps required to ensure that the Events are successful.

12. GENERAL WARRANTIES

12.1 The Parties warrant that:

12.1.1 they hold and will obtain and maintain any and all such licenses, permits, approvals, authorisation, rights clearances, consents, exemptions, and registrations from any person, organisation, or authority as may be necessary to fulfil their obligations and warranties under this Agreement for the term hereof;

12.1.2 in the exercise of their rights and obligations under this Agreement, they shall ensure that all relevant laws, regulations, license authorisation, and permits are complied with;

12.1.3 all representations and warranties by them shall remain true and in force during the term of this Agreement;

12.1.4 they are duly authorised to enter into this Agreement and they are not bound by the provisions of any other Agreement, which could adversely affect compliance with the terms and conditions of this Agreement;

12.1.5 they shall not do anything that will be defamatory, injurious or in any way bring the reputation of the other Party, or any third party into disrepute or expose the Parties to any action, claim or demand by any third party arising out of any intentional or negligent act or omission on the part of any of the Parties or its employees, or any other person(s) acting under its authority with regard to the provisions of this Agreement; and

12.1.6 the signatories to this Agreement on behalf of the Parties are duly authorised to represent the Parties herein and to bind them hereto.

13. CONFIDENTIALITY

13.1 Neither Party shall disclose to any third party, any information relating to the provisions of this Agreement including, but not limited to, inter alia, the financial terms and conditions except:

13.1.1 to the extent that it is necessary to comply with any law or court order; or

13.1.2 as part of such Party's normal reporting or review procedures to its shareholders and/or auditors and/or its attorneys.

13.2 Notwithstanding the provisions of clause 13.1 above, the Parties shall not, at any time, during or after the term of this Agreement, disclose to any person whatsoever any information relating to either Party or its business or trade secrets of which the other Party has or may come into possession pursuant to the provisions of this Agreement.

14. **FORCE MAJEURE**

14.1 In the event that this Agreement cannot be performed or its obligations fulfilled for any reason beyond the reasonable control of either Party including, but not limited to, war, industrial action, floods, acts of god, then such non-performance or failure to fulfil its obligations shall be deemed not to be a breach of this Agreement.

14.2 In the event that this Agreement cannot be performed or its obligations fulfilled for any reason beyond either Party's reasonable control as mentioned in clause 14.1 above for a continuous period of ~~310~~(~~threeten~~) days, then either Party may, at its discretion, terminate this Agreement by notice in writing to the other Party at the end of that period. The normal effects of termination shall apply.

15. **BREACH AND TERMINATION**

15.1 Should either Party ("the defaulting party") commit a breach of any of the provisions hereof, then the other Party ("the aggrieved party") shall be entitled to give the defaulting party ~~310~~ (~~threeten~~) Business Days written notice to remedy the breach.

15.2 The aggrieved party shall be entitled to cancel this Agreement forthwith on written notice to the defaulting party upon the occurrence of any of the following events or circumstances:

- 15.2.1 if the defaulting party fails to comply with any of its obligations contained in this Agreement; or
 - 15.2.2 if the defaulting party is provisionally or finally liquidated or placed under judicial management; or
 - 15.2.3 if the defaulting party commits an act of insolvency or is sequestrated in the case of a natural person; or
 - 15.2.4 if the defaulting party ceases to carry on business, enters into any compromise or arrangement with its creditors or has a judgement granted against it, which remains unsatisfied for a period of 3 (three) days after the granting thereof, or
 - 15.2.5 if any representation, warranty or statement made by a Party in the Agreement is incorrect in any material respect as at the date on which it is made, alternatively should any representation, warranty, undertaking or statement which is repeated under this Agreement ceases to be correct in any material respect on any date during the term of the Agreement.
- 15.3 The exercise of the rights by the aggrieved party is without prejudice to such other rights as the aggrieved party may have at law; provided always that, notwithstanding anything to the contrary contained in this Agreement, the aggrieved party shall not be entitled to cancel this Agreement for any breach by the defaulting party unless such breach is a material breach going to the root of this Agreement and is incapable of being remedied by payment in money or if it is capable of being remedied by payment in money, the defaulting party fails to pay the amount concerned within 14 (fourteen) Business Days after such amount has been determined, due notice of such determination and demand having been served on the defaulting Party by the aggrieved Party.

16. DISPUTE RESOLUTION

- 16.1 If any dispute arises out of or in connection with this Agreement, or related thereto, whether directly or indirectly, the Parties must refer the dispute for resolution firstly by way of negotiation and in the event of that failing, by way of arbitration. The reference to negotiation is a precondition to the Parties having the dispute resolved by arbitration.

- 16.2 A dispute within the meaning of this clause exists once one Party notifies the other in writing of the nature of the dispute and requires the resolution of the dispute in terms of this clause.
- 16.3 Within 10 (ten) Business Days following such notification, the Parties shall seek an amicable resolution to such dispute by referring such dispute to designated representatives of each of the Parties for their negotiation and resolution of the dispute. The representatives shall be authorised to resolve the dispute.
- 16.4 In the event of the negotiation between the designated representatives not resulting in an agreement signed by the Parties resolving the dispute within 15 (fifteen) Business Days thereafter, the Parties must refer the dispute for resolution by way of arbitration in accordance with the then current rules of the Arbitration Foundation of Southern Africa ("AFSA").
- 16.5 The periods for negotiation or arbitration may be shortened or lengthened by written agreement between the Parties.
- 16.6 Each Party agrees that the arbitration will be held as an expedited arbitration in Sandton in accordance with the then current rules for expedited arbitration of AFSA by 1 (one) arbitrator appointed by agreement between the Parties, including any appeal against the arbitrator's decision. If the Parties cannot agree on the arbitrator or appeal arbitrators within a period of 10 (ten) Business Days after the referral of the dispute to arbitration, the arbitrator and appeal arbitrators shall be appointed by the Secretariat of AFSA.
- 16.7 The provisions of this clause 16 shall not preclude any Party from access to an appropriate court of law for interim relief in respect of urgent matters by way of an interdict, or mandamus pending finalisation of this dispute resolution process.
- 16.8 The references to AFSA shall include its successor or body nominated in writing by it in its stead.
- 16.9 This clause is a separate, divisible agreement from the rest of this Agreement and shall remain in effect even if the Agreement terminates, is nullified or cancelled for whatsoever reason or cause.

17. INTELLECTUAL PROPERTY

- 17.1 The SABC shall own the intellectual property rights of all material broadcast from the Events.
- 17.2 Any use of material by way of publication, including radio, television or such other medium must acknowledge both Parties by way of displaying both Parties corporate identities in the case of television broadcast or mention SABC News and The New Age by name in the case of radio and print both Parties corporate identities in case of print.
- 17.3 Any information provided by the SABC in terms of this Agreement shall not be used for commercial gain or purposes without a commercial agreement being entered into with the SABC.

18. NOTICES AND DOMICILLIUM

- 18.1 The Parties choose *domicillium citandi et executandi* for the purposes of the giving of any notice, the payment of any sum, the serving of any process and for any other purpose arising from this Agreement, as follows:

- 18.1.1 With a copy to:

GE: Legal Services

15th Floor Radio Park Building

Henley Road

Auckland Park

Johannesburg

Fax No: 011 714-3437

GE: News and Current Affairs

2nd Floor Television Building

Artillery Road

Auckland Park

Johannesburg

Fax No: 011 714 3082

- 18.1.2 **TNA Media**

52 Lechwe Street

Corporate Park South

Midrand

Attention: Nazeem Howa

Fax No: ~~100-011~~ 542 1100

or at such other address, not being a post office box or poste restante, of which the Party concerned may notify the others in writing.

18.2 Any notice given in terms of the Agreement shall be in writing and shall:-

18.2.1 if delivered by hand be deemed to have been duly received by the addressee on the date of delivery;

18.2.2 if posted by prepaid registered post be deemed to have been received by the addressee on the 7th(seventh) Business Day following the date of such posting;

18.2.3 if transmitted by facsimile be deemed to have been received by the addressee 1 (one) Business Day after the successful transmission thereof.

18.3 Notwithstanding anything to the contrary contained in this Agreement, a written notice or communication actually received by one of the Parties from another including by way of facsimile transmission shall be adequate written notice or communication to such Party.

18.4 Either Party may change its *domicillium* by giving 14 (fourteen) Business Days written notice to the other Party.

19. CORRUPTION

TNA Media acknowledges that the SABC has a policy of zero tolerance towards corrupt activities. TNA Media hereby undertakes to report any knowledge of any corrupt activities involving the SABC or any of its employees to the SABC for the attention of the SABC's Group Executive: Legal Services agrees that if TNA Media is found at any time to have been a party to any act of corruption involving the SABC or any of its employees, or any attempt to commit a corrupt act (as defined in the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 as amended) with the SABC or any of its employees, that in addition to such relief available elsewhere in this Agreement or at law, the SABC may, upon notice in writing to TNA Media immediately terminate this Agreement without regard to the clauses on breach and termination.

20. GENERAL

20.1 Whole Agreement

This Agreement constitutes the whole of the agreement between the Parties relating to the subject matter hereof and save as otherwise provided herein no amendment, alteration, addition, variation or consensual cancellation will be of any force or effect unless reduced to writing and signed by the Parties hereto or their duly authorised representatives.

20.2 Cession and Assignment

This Agreement shall be binding on the Parties hereto and their respective successors and, subject to this clause, the assignees. The Parties shall not be entitled to assign or otherwise cede the benefit or burden of all or any part of the Agreement without the prior written consent of the other Party which approval shall not be unreasonably withheld.

20.3 Severability

Should any of the terms and conditions of this Agreement be held to be invalid, unlawful or unenforceable, such terms and conditions shall be severable from the remaining terms and conditions which shall continue to be valid and enforceable. If any term or condition held to be invalid is capable of amendment to render it valid, the Parties agree to negotiate an amendment to remove the invalidity.

20.4 Waiver

No change, waiver or discharge of the terms and conditions of this Agreement shall be valid unless in writing and signed by an authorised representatives of the Parties against which such change, waiver or discharge is sought to be enforced, and any such change, waiver or discharge will be effective only in the specific instance and for the purpose given. No failure or delay on the part of a Party hereto in exercising any right, power or privilege under the Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

20.5 Authorised Signatories

The Parties agree that this Agreement shall not be valid unless signed by an authorised signatory of each of the Parties. A Party shall upon request furnish the other Party with such documentation as may reasonably be required by such Party to establish the authority of an authorised signatory.

20.6 Applicable Law

The Agreement shall be governed by and construed in accordance with the law of the Republic of South Africa and all disputes, actions and other matters relating thereto will be determined in accordance with such law.

20.7 No Collateral Terms and Conditions

The Parties agree that there are no other collateral terms or conditions to the Agreement, whether oral or written.

20.8 Signing in Counterparts

In the event that the Parties do not sign the same document, then this Agreement may be executed by each Party signing a counterpart, which counterparts together shall constitute one and the same Agreement.

THUS DONE AND SIGNED AT _____ THIS ____ DAY OF
 _____ 201~~5~~₂

AS WITNESSES

1. _____

 (Signature on behalf of **South African Broadcasting Corporation SOC Ltd**, News and Current Affairs, duly authorised)

2. _____

Full Name: _____

Designation: _____

SIGNED AT _____ THIS ____ DAY OF _____ 201~~2~~₅

AS WITNESSES

1. _____

 (Signature on behalf of **TNA Media (Pty) Ltd**)

2. _____

Full Name: _____

Designation: _____

THUS DONE AND SIGNED AT **JOHANNESBURG** THIS ____ DAY OF _____ 201~~2~~₅

AS WITNESS

1. _____

 (Signature on behalf of **South African Broadcasting Corporation SOC Ltd**, Legal Department)

Full Name: **Mbulu Nepfumbada**

Designation: GM: Commercial Services