

## TERMS AND CONDITIONS

Entered into between

“MG Radio”) and  
“the Client”

(as set out in Service Provider Agreement)

### RECITALS:

MG Radio is the exclusive reseller of MG Radio in the United States pursuant to an agreement with Gresham Onyx Radio (CY) Limited (“MG Radio CY”) to supply MG Radio to Client, and Client hereby contracts with MG Radio to supply an in-house radio solution in accordance with the terms contained in the Agreement.

#### 1. Definitions

The following definitions (and additional definitions provided in text) will apply:

- 1.1 “Ad” means a pre-recorded advertisement up to 60 seconds;
- 1.2 “Agreement” means this Service Provider Agreement entered into between MG Radio and the Client and includes all schedules, and addendums attached hereto;
- 1.3 “Business Day” means any day excluding a Saturday, Sunday or official public holiday in the State of Florida;
- 1.4 “Client” means the person or entity as set out in the Agreement;
- 1.5 “Commencement Date” means the date of signature of the Agreement by the last party to sign the Agreement;
- 1.6 “Day(s)” means a calendar day;
- 1.7 “Decoder” means a computer system that receives audio content from MG Radio’s network and plays the content at the Site specified by the Client and includes any software installed thereon;
- 1.8 “Fee” means the fees, costs and other amounts due to MG Radio as set out in the Agreement;
- 1.9 “Initial Period” means the period of time set out in the Agreement;
- 1.10 “Installation Date” means the date upon which an individual decoder is installed at an individual Site;
- 1.11 “Jingle” means a three (3) to five (5) second pre-recorded message;
- 1.12 “Month” means one calendar month;
- 1.13 “My Go Radio” means the brand name promoted by MG Radio, delivering in-house radio solutions to its clients;
- 1.14 “Parties” means collectively, the Client and MG Radio and reference to “Party” is a reference to either of them as the context requires;
- 1.15 “Production Package” means the package that may be agreed upon between the Parties in the Agreement;
- 1.16 “Service” means the service provided by MG Radio to the Client as provided for in Clause 3 of the Terms and Conditions;
- 1.17 “Site” means the location, store, place or venue at which the Services are to be rendered by MG Radio and which is listed in Schedule “A” of the Agreement. A Site is established by the installation of an individual Decoder;
- 1.18 “Promotional Liners” means a five (5) to ten (10) second pre-recorded message;
- 1.19 “System” means the software and hardware, including the Decoder, installed at the Site for the purpose of rendering the Service;

#### 2. Term

- 2.1 The Initial Period will commence as set forth in Section 2.2 and shall automatically be renewed for successive periods equivalent in length to the Initial Period until such time as written notice of cancellation is given by one party to the other at least Ninety (90) Days prior to the end of the Initial Period or any subsequent renewal period;
- 2.2 It is agreed that the Initial Period with regard to each individual Site shall commence on the date of installation of an individual Decoder at such individual Site.

#### 3. The Service

- 3.1 MG Radio will provide the Client with an in-house radio station solution at each Site, as set forth Schedule “A”, which may be amended to add additional Sites by agreement of the parties from time to time, provided that such agreement is recorded in writing and signed by a duly authorized representative of each Party, and the terms and conditions contained in the Agreement shall apply to each additional Site for the remainder of the Initial Period, or any then renewal period at a prorated Fee based on the period of time until the renewal date;
- 3.2 The in-house radio station solution will consist of the following:

- 3.2.1 The self-installation of the Decoder at the Site by the Client. The Client will receive self-explanatory instructions/installation user guide from MG Radio. Such installation shall take place on the Installation Date, subject to MG Radio receiving confirmation from the Client that an adequate audio and speaker system and internet connection is in place at the Site;
  - 3.2.2 the maintenance of the System for the term;
  - 3.2.3 the loading of the Decoder with the proprietary MG Radio software;
  - 3.2.4 providing customized music playlists to the Client;
  - 3.2.5 the flighting on the System of Promotional Liners and Ads provided by the Client, and or produced by MG Radio on behalf of the Client;
  - 3.2.6 remote technical support, as requested by the Client from MG Radio;
  - 3.2.7 providing radio recordings, including Ads, Promotional Liners and Jingles. The Ads, Promotional Liners and Jingles will include MG Radio's voice artist fee, studio and production, editing and flighting costs for voices that are in the MG Radio's audio bank. Should the Client require a different voice, a voice artist fee will be payable by the Client to MG Radio. The Client will provide the scripts for the Ads, Promotional Liners and Jingles, alternatively, the Client may request MG Radio to draft the scripts and the Client will be required to provide final approval thereof before their flighting. The cost of such Ads, Promotional Liners and Jingles will be communicated the Client by MG Radio prior to their production.
4. The Decoder
- 4.1 As between MG Radio and Client, MG Radio will at all times be and remain the owner of the Decoder and neither the Client nor any third party will during or after the termination of the Agreement acquire ownership of the Decoder;
  - 4.2 All risk, including the risk of destruction or loss of the Decoder, shall pass to the Client on the Installation Date;
  - 4.3 The Client will take whatever steps necessary to prevent the destruction, theft of, damage to, or loss of the Decoder;
  - 4.4 If the Decoder or any part thereof is lost, stolen or damaged, irrespective of the cause, the Client will immediately notify MG Radio thereof in writing;
  - 4.5 In the event of the Decoder being damaged, stolen or lost while in the possession of the Client, the Client will be obliged to pay to MG Radio the replacement cost in respect of the Decoder, as determined by MG Radio in its sole discretion;
  - 4.6 The Client will at all times keep the Decoder in its possession and under its control and will take reasonable care of the Decoder;
  - 4.7 The Client will ensure that the Decoder is kept free from levy, attachment or other legal process;
  - 4.8 The Client will not sell, let, loan, pledge, transfer or otherwise encumber the Decoder in any way or permit any lien to arise in respect of the Decoder, failing which the Client undertakes to immediately procure the release of such goods therefrom;
  - 4.9 The Client will comply with the specifications, instructions and recommendations of the manufacturer, MG Radio CY and/or MG Radio in respect of the operation of the Decoder or any part thereof;
  - 4.10 The Client will not materially alter or modify the Decoder, and the Client agrees that any part or accessory added to the Decoder after the Installation Date will become MG Radio's property without any compensation being payable by MG Radio to the Client;
  - 4.11 The Client will at all reasonable times permit MG Radio and its agents access to the Sites in order for MG Radio to inspect the Decoder;
  - 4.12 The Client agrees that the Decoder will be kept at the Site at which it was installed on the Installation Date and the client will notify MG Radio in writing of the name and address of the owner of the Site. Client will also notify MG Radio immediately of any changes that may occur from time to time in the leasehold or ownership of the Site at which the Decoder is installed or kept;
  - 4.13 The Client will not move the Decoder from the Site to any other premises without the prior written consent of MG Radio. The Client will immediately notify MG Radio in writing of the name, address and contact details of the owner of the new Site;
  - 4.14 Prior to the Decoder being brought onto or installed at the Site, the Client will notify the owner and/or lessor of such Site of MG Radio's ownership of the Decoder and will notify each new owner or lessor of such Site in writing immediately;
  - 4.15 The Client will, on termination of the Agreement, return the Decoder in good working order and condition, fair wear and tear excepted to MG Radio, failing which the provisions of Clause 4.5 above will apply;
  - 4.16 Notwithstanding any provision to the contrary contained in the Agreement, should the Client, in breach of its obligation, fail to return the Decoder on termination of the Agreement, then, in addition and without prejudice to any other claims that MG Radio may have against the Client pursuant thereto, the Client will be liable to continue to pay the fee to MG Radio

- in terms of the Agreement as if the Agreement had not been so terminated;
- 4.17 If the Decoder is lost or stolen and not recovered within a period of twenty-one (21) days after such loss or theft or is damaged beyond repair, MG Radio may elect at its sole discretion to terminate the Agreement forthwith or elect to replace the Decoder, in which event the Agreement shall apply to such replacement Decoder.
5. Client's Rights and Obligations.  
The Client will have the sole obligation for, and will ensure that:
- 5.1 All staff at all initial and future Sites are notified of the Installation Date;
- 5.2 The Decoder is not turned off or tampered with;
- 5.3 Payment is made for all public performance license fees to each appropriate performance rights organization and any other license fees and regulatory fees related to playing music and audio content/public performance in the United States. The Client agrees to indemnify, defend and hold harmless MG Radio from any and all third-party claims, demands, suits, and proceedings and any and all losses, damages, liabilities, fines, penalties, costs and expenses related to license fees associated with the playing of music and audio content at the Site.
- 5.4 All music play lists and any third-party Ads are approved by the Client before being aired;
- 5.5 Copy is provided to MG Radio for the Promotional Liners and Ads to be produced by MG Radio;
- 5.6 All radio Promotional Liners and Ads produced by MG Radio are approved by the Client;
- 5.7 All reasonable measures are taken to protect the Decoder from damage, loss and/or theft;
- 5.8 Complete control is exercised over all content played, including music, Promotional Liners and Ads through the Decoder;
- 5.9 The Decoder will not be loaded with any software other than that loaded by MG Radio;
- 5.10 During the term of the Agreement, neither the Client nor any third party will:
- 5.10.1 Copy, reproduce, translate, adapt, vary, modify, sell, lease, license, sub-license, encumber or in any other use any portion of the MG Radio system or user documentation except as set forth in this Agreement; or
- 5.10.2 Decompile, disassemble or reverse engineer any part or portion of the MG Radio system; or
- 5.10.3 Create and/or develop any derivative system or any other system based on the MG Radio system and/or user documentation.
6. Price and Payment
- 6.1 The Client will pay MG Radio the Fee for the rendering of the Services as set forth in the Agreement and will be responsible to pay any sales or use tax associated with the Fee or Services;
- 6.2 The Client will pay the Fee annually in advance of the Installation Date. The Client will be liable to pay to MG Radio a pro-rata proportion of the Fee in respect of any period falling between the Installation Date and the first day of the following month, if any;
- 6.3 The Client will pay the Fee and any other amounts which may become due and payable to MG Radio under the terms of the Agreement on due date, without demand, deduction or set-off, in US Dollars, and free bank charges, and payments will not be withheld or deferred on account of any claim or counterclaim which the Client may allege, by means of Credit or Debit Card, as set out in the Agreement, through a Payment Processing Platform selected by MG Radio;
- 6.4 The Parties agree that in order for MG Radio to be paid by the Client for the Service in terms of Clause 6.3 above, that the Client shall supply MG Radio with all valid Credit or Debit Card details upon signature of the Agreement, in order for MG Radio to process the Annual Fee accordingly through its selected Payment Processing Platform;
- 6.5 The Client will be invoiced centrally by MG Radio, and not per individual Site;
- 6.6 The Fee shall escalate annually on the anniversary of the Installation Date at a rate of ten percent (10%) per annum;
- 6.7 All and any monies received by MG Radio from the Client will be appropriated by MG Radio in its sole and absolute discretion in respect of any indebtedness owing by the Client to MG Radio;
- 6.8 The Client will be liable for interest on all overdue amounts payable in terms of the Agreement at a rate equal to eighteen percent (18%) per annum, or the maximum rate permitted by applicable law, from the due date of such amounts to date of full and final payment;
- 6.9 Should the Client believe that any invoice issued by MG Radio is incorrect in any respect, the Client will notify MG Radio thereof in writing within five (5) Business Days from receipt of the invoice, failing which, the invoice will be deemed to be correct and final in every respect and the Client will be precluded from raising any objections in respect thereof;
- 6.10 In the event of non-payment of any amount due by the Client to MG Radio by due date, MG Radio will be entitled to immediately cease providing the Service and the Client will have no claim against MG Radio for any loss, damage or harm suffered by the Client as a result thereof;

6.11 The Client will bear the risk in respect of payments made electronically until such time as the funds are received and cleared into MG Radio's bank account;

6.12 In the event of MG Radio providing the Service on behalf of the Client at more than one location, store or venue, the Client will be liable for payment of the Fee in respect of each such location, store or venue where the Service is provided, as set out in Schedule "A" of the Agreement, and pursuant to Section 3.

7. Production Package

7.1 The Client may elect, in addition to the Fee, to purchase a Production Package that may be offered by MG Radio to the Client across all Sites that the Client may have, which will include an agreed fixed annual fee for a fixed number of Ads, Promotional Liners and Jingles per month across all of the Client's Sites. Such election will be reflected in the Agreement and will endure for the term of the Agreement and in line with the Agreement;

7.2 The Fee for the Production Package will be payable by the Client to MG Radio in accordance with the provisions of Clause 6 above;

7.3 The number of Ads, Promotional Liners and Jingles agreed to in the Production Package may not be carried over from year to year in the event of the Client not utilising the full number of Ads, Promotional Liners and Jingles for a particular year across all of the Client's Sites.

8. Breach

In the event of the Client (i) failing to pay any amount due by it to MG Radio on the date when due, or (ii) breaching any other Term or Condition of the Agreement and failing to remedy such breach within a period of seven (7) days after receipt of written notice requiring that such breach be remedied, or (iii) committing any act of insolvency, or, being a natural person, dying, assigning, surrendering or attempting to assign or surrender his/her estate or allowing a default judgment to remain unsatisfied for a period of seven (7) days or filing a bankruptcy petition, or abandoning the Decoder or compromising with any of its creditors, or endeavouring or attempting to do so, or making any incorrect or untrue statement or representation in connection with the Agreement or its financial affairs or any particulars relevant thereto or allowing to be done anything that might prejudice MG Radio's rights in terms of the Agreement, then MG Radio will be entitled, without prejudice to any other rights which it may have at law or in terms hereof, and

without notice, to cancel the Agreement, obtain possession of the Decoder/s and to recover from the Client as pre-estimated liquidated damages the total of the Fee which, but for the cancellation, would have been payable for the remaining period of the Agreement, alternatively without cancellation of the Agreement, to treat as immediately due and payable all amounts which would have otherwise only have become due and payable over the remaining period of the Agreement. For the purposes of this Clause 8, the phrase "remaining period" shall be deemed to be a reference to the remainder of the then current initial period or subsequent renewal period as the case may be.

9. Indemnity

Without limiting or affecting any provision of the Agreement, the Client hereby agrees to defend, indemnify and hold harmless MG Radio against all claims which may be made against MG Radio by the Client or any third party arising out of, or in connection with, the Agreement.

10. Dispute

10.1 Should there be any dispute of any nature whatsoever between the Parties with regards to any aspect, matter or thing relating to these Terms and Conditions and whether or not MG Radio has executed its obligations in terms of the Agreement, then and in such event, the Client will nevertheless be obliged to perform its obligations in terms of the Agreement as though MG Radio had performed properly and to the Client's satisfaction;

10.2 The Client's remedy, having performed its obligations as provided for in Clause 10.1 above, shall be limited to an action against MG Radio for repayment of either the whole or portion of the amount which the Client alleges constitutes an overpayment;

10.3 Without affecting the generality of Clauses 10.1 and 10.2 above, the Client will not be entitled to withhold payment of any amounts by reason of any dispute with MG Radio, whether in relation to MG Radio's performance in terms of the Agreement, or lack of performance or otherwise, after which payment the Client's rights of action against MG Radio in terms of this Clause can be enforced. Until such payment is made, any rights that the Client may have will be deemed not yet to have arisen, and it is only the payment to MG Radio which releases such rights and makes them available to the Client in respect of any claim that it may have against MG Radio.

10.4 In any dispute between MG Radio and the Client, MG Radio will be deemed to have performed its obligations in a proper and workmanlike manner and strictly in accordance with the Agreement until such time as the Client proves the contrary;

10.5 Any dispute, controversy or claim arising out of or relating to the Agreement, or the breach, termination or invalidity thereof, shall be settled in accordance with the laws of the Commonwealth of Pennsylvania, in binding Arbitration pursuant to the commercial arbitration rules of the American Arbitration Association, which Rules are deemed to be incorporated by reference into this Clause. The parties to any such arbitration shall be limited to the parties to this Agreement or any successor thereof. The written decision of the arbitrator shall be final and binding and may be entered and enforced in any court of competent jurisdiction. Each party waives any right to a jury trial in any such forum. Each party to the arbitration shall pay its fees and expenses, unless otherwise determined by the arbitrator. The governing law of the Agreement shall be the substantive law of the Commonwealth of Pennsylvania.

#### 11. Service and Notices

11.1 For the purposes of the Agreement, including the giving of notices in terms hereof and the service of legal process, the Parties choose addresses as provided for in the Agreement;

11.2 A Party will be entitled from time to time, by giving written notice to the other, to change chosen physical address to any other physical address (not being a post office box) and to change its chosen e-mail address to any other e-mail address;

11.3 Any notice given by a party to another (the "addressee") address at the time will be deemed to have been received by the addressee:

11.3.1 in the case of hand delivery, at the time and on the date of delivery, and

11.3.2 in the case of e-mail delivery, at the time and the date of sending;

11.4 The provisions of this Clause 11 will not operate so as to invalidate the giving or receipt

of any written notice which is actually received by the addressee other than by a method referred to in this Clause 11;

11.5 Any notice in terms of or in connection with the Agreement will be valid and effective only if in writing and if received or deemed to have been received by the addressee.

#### 12. Collection Costs; Attorney Fees

MG Radio may, at its sole discretion, and in addition to any other remedies that MG Radio may be entitled to, enlist a third party to collect amounts due hereunder and Client will be responsible for any and all actual legal or collection fees incurred by MG Radio (including attorney's fees), in addition to any other amounts MG Radio may be entitled to under law.

#### 13. General

13.1 The Agreement and these Terms and Conditions constitute the entire agreement of the parties and may not be amended except by an agreement in writing executed by the parties;

13.2 The failure of MG Radio to object to or to take affirmative action with respect to Client's failure to make timely payment of amount due, or any conduct which is in violation, breach, or default of the terms of the Agreement shall not be construed as a waiver thereof, nor of any future breach or subsequent wrongful.

13.3 If any provision of the Agreement is held by a Court of competent jurisdiction to be invalid or unenforceable, then such provision/s will be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision/s, with all other provisions remaining in full force and effect;

13.4 All words in the Agreement importing the singular, shall include the plural and vice versa;

13.5 Any one gender shall include each of the other genders.

13.6 When any number of Days or Business Days is referred to, they will be reckoned exclusively of the first day and inclusively of the last day;

13.7 Each Party will be liable for the legal costs incurred by it in the negotiation, execution and any possible amendments to the Agreement.