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ANNEXURE "B"

MARKETING AGREEMENT

1 PARTIES

1.1 The parties to this agreement are -

1.1.1 Awesome Sport International Limited; and

1.1.2 South African Football Association.

1.2 The parties agree as set out below.

2 INTERPRETATION

2.1 In this agreement, unless inconsistent with or otherwise indicated by the context -

2.1.1 "Asil" means Awesome Sport International Limited, a company with a share capital incorporated under the laws applicable in Ireland;

- 2.1.2 "base income" means the income received by SAFA for the 12 (twelve) month period ended 31 December 1994 from all sources but excluding the excluded income;
- 2.1.3 "CAF" means Confederation Africaine de Football;
- 2.1.4 "Cosafa" means Confederation of Southern African Football Federations;
- 2.1.5 "the effective date" means the date on which the appointment in terms of 4 takes effect, namely 1 October 1994;
- 2.1.6 "excluded income" means, in respect of any financial year -
- 2.1.6.1 income in the form of grants received by SAFA from the South African government or any of its organs;
- 2.1.6.2 income received by SAFA from football pools;
- 2.1.6.3 income received by SAFA from its affiliates or the National Soccer League;
- 2.1.7 "existing agreements" means the agreements currently being negotiated between SAFA and Toyota Motor Corporation Limited



and all written agreements formally concluded by SAFA prior to the effective date and in terms of which income is after the effective date receivable by SAFA in respect of television rights, development programmes, sponsorships, grants, endorsements or the like;


2.1.8 **"Fifa"** means Internationale de Football Association;

2.1.9 **"financial year"** means the period of 12 (twelve) months commencing 1 January of each year and ending on 31 December of the same year in accordance with SAFA's financial reporting period;

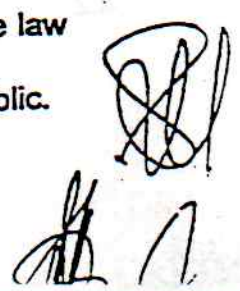
2.1.10 **"the guaranteed income"** means the minimum amount of income, excluding excluded income, guaranteed by Asil to SAFA in respect of any financial year;

2.1.11 **"the Republic"** means the national territory of the Republic of South Africa constituted by s1 of Act 200 of 1993;

2.1.12 **"SAFA"** means South African Football Association;

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- 2.1.13 any reference to the singular includes the plural and vice versa;
- 2.1.14 any reference to natural persons includes legal persons and vice versa;
- 2.1.15 any reference to a gender includes the other genders.
- 2.2 Where appropriate, meanings ascribed to defined words and expressions in 2.1 above, shall impose substantive obligations on the parties.
- 2.3 The clause headings in this agreement have been inserted for convenience only and shall not be taken into account in its interpretation.
- 2.4 Words and expressions defined in any sub-clause shall, for the purposes of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.
- 2.5 This agreement shall be governed by and construed and interpreted in accordance with the law of the Republic and, in the event of a conflict between the laws of a Province and those of another Province, the law of the Pretoria- Witwatersrand- Vereeniging Province of the Republic.



3 RECORDANCE

It is recorded that -

3.1 Asil is an international marketing and promotions enterprise specialising in the promotion of international sporting events;

3.2 SAFA is the governing body in South Africa and controls soccer and all events involving South African National Soccer Teams;

3.3 Asil will, with effect from the effective date, act as the sole marketing and promotions manager of SAFA subject to the provisions of this agreement.

4 APPOINTMENT

4.1 SAFA hereby appoints Asil as its ~~exclusive~~ marketing and promotions manager to the extent that such ~~appointment~~ ^{appointment} ~~exclusivity~~ is not in conflict with the regulations and directives of CAF, Cosafa or Fifa.

4.2 Notwithstanding 4.1, SAFA shall be entitled to consider and, after consultation with Asil, in its sole discretion accept new sponsorships, donations, grants and other fundraising projects not introduced by Asil.

4.3 Asil hereby accepts the appointment in terms of 4.1.

5 PERIOD

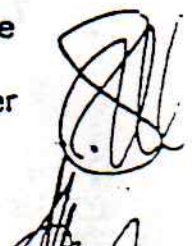
5.1 Asil's appointment in terms of 4.1 shall commence on the effective date.

5.2 Asil's appointment shall remain effective for a period of 3 (three) years and 3 (three) months and, subject to 5.3 and 6, terminate on 31 December 1997.

5.3 Notwithstanding 5.2 Asil shall have the option to renew this agreement for a further period of 3 (three) years on such terms and conditions as the parties may agree to, provided that Asil notifies SAFA of its intention to renew by not later than 30 September 1997 and provided further that Asil is not then in breach of the provisions hereof.

6 GUARANTEED INCOME AND THE RIGHT TO CANCEL

6.1 Asil guarantees to SAFA that SAFA's annual income, disregarding excluded income, shall in each of the financial years after the effective date be not less than the base income escalated at 15% (fifteen per



centum) per annum reckoned with effect from 1 January 1995 and compounded annually on 31 December of each financial year.

6.2 Notwithstanding what is contained in paragraph 5 above, Asil's appointment shall lapse and be of no further force or effect should SAFA's income in respect of any financial year be less than the guaranteed income calculated for that financial year.

6.3 Within 30 (thirty) days after the date hereof, Asil shall lodge with SAFA a bank guarantee issued by a South African bank for the amount of income guaranteed by Asil in terms of 6.1 for the financial year ending 31 December 1995 which guarantee shall be payable on production to the guarantor of a certificate signed by SAFA's auditors, after due and diligent verification, reflecting the amount of the shortfall in the income of SAFA for that year.

6.4 It is hereby agreed that should SAFA in any way, directly or indirectly, allow any other individual or organisation to perform any of the duties contained in paragraph 7 below, then and in that event the guarantee referred to in paragraph 6 above shall immediately lapse and be null and void, thereby releasing Asil from all or any of its obligations to SAFA contained in paragraph 6.

7 ASIL'S DUTIES

7.1 Asil shall, in its capacity as marketing and promotions manager -

7.1.1 conduct all negotiations for the sale of television rights in respect of all events in respect of which SAFA has direct jurisdiction (excluding, however, television rights in respect of events

organised by the National Soccer League and provincial affiliates of SAFA);

7.1.2 solicit and contract with the sponsors of all SAFA events and activities including the SAFA development programmes;

7.1.3 undertake all SAFA's general fundraising campaigns and activities from time to time;

7.1.4 in conjunction with and subject to the authority and control of SAFA, arrange all soccer tours to and from South Africa involving all the South African National Teams including all promotional appearances, media interviews, travel and accommodation arrangements and the like;

7.1.5 provide sufficient personnel to accompany the South African National Teams on all tours;

7.1.6 sell all signage at stadiums wherein SAFA events or events approved by SAFA take place;

7.1.7 generally do all things necessary to promote SAFA and the activities of SAFA.



7.2 SAFA shall -

7.2.1 not itself or through any other person, other than Asil, during the period of this agreement undertake any marketing or promotional activity (other than media interviews by SAFA);

7.2.2 allow Asil access to all books, records, agreements and other documents reasonably required by Asil for the performance of its obligations hereunder;

7.2.3 timeously disclose to Asil all details of events scheduled in the SAFA calendar (which shall be deemed to include all official international matches of CAF, Cosafa, Fifa and other representative body) as soon as those events are approved by SAFA.

7.3 The parties undertake in their dealings with one another to act in good faith and to consult and co-operate in the achievement of the objects underlying this agreement with a view to ensuring maximum transparency with regard to each others activities.

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8 NON-SCHEDULED EVENTS

8.1 Asil may from time to time, but subject to SAFA's prior approval, arrange and promote events not forming part of SAFA's annual calendar.

8.2 The parties record that SAFA has already approved -

8.2.1 the International Soccer Festival, sponsored by ABSA Bank Limited, to take place during May 1995;

8.2.2 the Four Nations Cup, sponsored by Foodcorp Limited, to take place during November/December 1994, November/December 1995 and November/December 1996; and

8.2.3 the South Africa versus England soccer match to take place during March 1995;

8.2.4 the South Africa versus Brazil match (or a suitable substitute) to take place during the period 27 April 1995 to 14 May 1995 and thereafter for a period of at least 2 (two) years,

all of which events shall be deemed to have been approved by SAFA for the purposes of this clause 8.



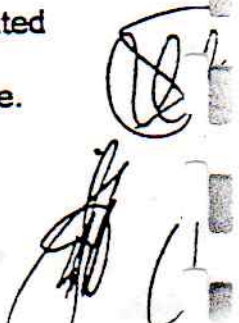
9 REMUNERATION

9.1 Asil shall be entitled to a commission of -

9.1.1 10% (ten per centum) (plus value-added tax thereon) of the amounts (excluding value-added tax) received by SAFA on or after the effective date under or in terms of the existing contracts; provided that Asil shall only be entitled to its 10% (ten per centum) if the guaranteed income in respect of the financial year in question is achieved;

9.1.2 15% (fifteen per centum) (plus value-added tax thereon) on all amounts (excluding value-added tax) payable to or raised on behalf of SAFA after the effective date under or in terms of agreements or arrangements concluded by or on behalf of SAFA after the effective date in respect of sponsorships, television rights, general fundraising, endorsements or development programmes.

9.2 In respect of non-scheduled events arranged and promoted by Asil in terms of 8, Asil shall pay to SAFA the amount agreed to in respect of the event in question but Asil shall otherwise be entitled to all income generated by the event including, without limitation, income generated from the sale of tickets, advertising and television rights and the like.

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9.3 The parties shall each maintain complete and accurate records of all amounts in respect of which commissions are payable in terms of this agreement and such commissions shall be paid by SAFA, in respect of all monies received during any month, by not later than the 14th (fourteenth) day after the end of that month.

9.4 At the request of Asil SAFA shall within 60 (sixty) days after the end of each financial year furnish Asil with a certificate, signed and certified as correct by SAFA's auditors, reflecting the aggregate amount of all commissions payable to Asil in respect of that financial year.

10. EXPENDITURE

10.1 Save as otherwise provided in this agreement, Asil shall not be entitled to incur any expenditure on behalf of or in the name of SAFA in performing its obligations hereunder.

10.2 In arranging travel and accommodation expenditure on behalf of SAFA for soccer teams touring to or from South Africa Asil shall act in accordance with such budgets as may from time to time be approved by SAFA in respect of any particular event.



11 NOTICES AND DOMICILIUM

11.1 The parties choose as their domicilia citandi et executandi their respective addresses set out in this clause for all purposes arising out of or in connection with this agreement at which addresses all processes and notices arising out of or in connection with this agreement, its breach or termination may validly be served upon or delivered to the parties.

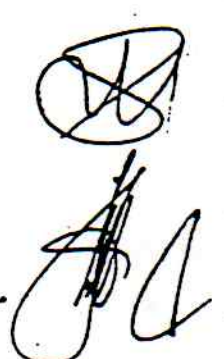
11.2 For purposes of this agreement the parties' respective addresses shall be -

11.2.1 as regards Asil at 1st Floor, Hutton Court, Jan Smuts Avenue, Hyde Park;

facsimile number 447-4732;

11.2.2 as regards SAFA at First National Bank Stadium, Nasrec, Johannesburg;

facsimile number 494-3447,

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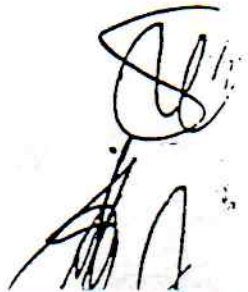
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facsimile number 494-3447,



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

11.3 Any notice given in terms of this agreement shall be in writing and shall -

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

11.3.2 if posted by prepaid registered post be deemed to have been received by the addressee on the 8th (eighth) day following the date of such posting;

11.3.3 if transmitted by facsimile be deemed to have been received by the addressee 1 (one) day after despatch.

11.4 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.



12 WHOLE AGREEMENT

This agreement constitutes the whole agreement between the parties as to the subject-matter hereof and no agreements, representations or warranties between the parties other than those set out herein are binding on the parties.

13 VARIATION

No addition to or variation, consensual cancellation or novation of this agreement and no waiver of any right arising from this agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by both the parties or their duly authorised representatives.

14 RELAXATION

No latitude, extension of time or other indulgence which may be given or allowed by either party to any other party in respect of the performance of any obligation hereunder or the enforcement of any right arising from this agreement and no single or partial exercise of any right by any party shall under any circumstances be construed to be an implied consent by such party or operate as a waiver or a novation of, or otherwise affect any of that party's rights in terms of or arising from this agreement or estop such party

from enforcing, at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

15 COSTS AND STAMP DUTY

15.1 All costs of Vorster Pereira Incorporated of negotiating, drafting, preparing and implementing this agreement and the appendices to it shall be paid by Asil.

15.2 Any stamp duty payable in respect of this agreement or any transaction recorded herein shall be paid by Asil.

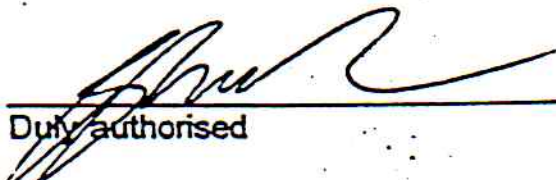
SIGNED at JOHANNESBURG on

AS WITNESSES :

1. 

2. _____

For: AWESOME SPORT
INTERNATIONAL LIMITED



Duly authorised



SIGNED at JOHANNESBURG on

AS WITNESSES :

1. 

2. _____


For: SOUTH AFRICAN
FOOTBALL ASSOCIATION

Duly authorised

