GENERAL TERMS AND CONDITIONS FOR SOFTWARE LICENSE AGREEMENTS OF FSB GROUP AND APPLICATION USAGE OF

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These General Terms and Conditions apply to all licenses (hereinafter referred to as "Software Licenses") which are issued by FSB GROUP (Sole Prop.)

Hereafter known as the licensor.

And

_____

Reg nr_____

Address _____

Hereafter the Licensee.

Product:

The License hereby made available to the Licensee is in respect of the product known as White Label Info Directory App (PWA Directory App) and more fully described as per "Annexure FSB1", and is made available to the Licensee on the terms and conditions contained herein and for the duration of this agreement as specified herein.

It is specifically recorded that the software, and development as well as source codes, product information and intellectual properties are the property of AJ Cilliers (7412 155 123 086), who is making it available to the FSBGroup for reselling/white-label purposes.

It is further specifically agreed that the Licensor has three options available which will allow the Licensee the usage of the App, and as such the Licensee hereby nominate the following option by deleting the non-applicable options.

- Package 1
  - R75,000 - Development fee
  - 6 Months Listing Fee for max 400 Businesses
  - (R75 licence fee per listing due from month 7 for all active listings, min 50 listings)
- Package 2
  - R50,000 - Development fee
  - 4 Months Listing Fee for max 200 Businesses
  - (R75 licence fee per listing due from month 5 for all active listings, min 50 listings)
- Package 3
  - R25,000 - Development fee
  - 2 Months Listing Fee for max 150 Businesses
  - (R75 licence fee per listing due from month 3 for all active listings, min 50 listings)

1. **Scope and ambit of agreement:**

   1.1. These General Terms and Conditions govern the Software License issued to the Licensee by the Licensor by way of a Software License Agreement per listed and activated product/listing on the platform.

   1.2. The number of subscribed and active Software Licenses will be measured on the 20th of each month for billing purposes.

   1.3. The Licensee is obliged to pay the fee as stipulated per package. The fee constitutes consideration for the rights to use the Software.

   1.4 The Software for purposes of this agreement is the "PWA Directory APP" or "Application" to be used by the licensee and the Software will make the usage of the PWA App available for the Licensee for the duration agreed in the agreement and until such time as the agreement is terminated.

2. **Conclusion of Contract:**

   2.1. The software license agreement is concluded as follow:

2.1.1. The Licensee expressed the view of purchasing the software licenses as specified in Annexure "FSB1" hereto. The Licensor agreed to issue the software license as the costs stipulated hereunder and the licence fee is payable as specified hereunder.

2.1.2. As soon as the Licensee paid the initial invoice rendered the licences and software allowing the Licensee to operate the software will be made available and will be available for use until such time as the next invoice is due and payable.

2.1.3. This agreement will be the agreement which govern the relationship between the parties.

2.1.4. The licenses hereby made available to the Licensee is for the sole and exclusive use of the Licensee and will not be made available to any other third parties without the consent of the FSB Group (Licensor) , and should the FSB Group (Licensor)   find or suspect that the Licensee has made the license or the software available to any other third parties, the services will immediately be suspended and the Licensee will pay contractual damages equal to 4x time the annual current contractual fee as describe on paragraph 1, or increased damages as quantified by the FSB Group (Licensor) .

3. **Scope and Grant of Software Licenses:**

3.1. Software Licenses subscribed under these General Terms and Conditions grant a nonexclusive, non-transferrable and non-sublicensable right to temporarily use the software component.

3.2. It is the Licensee's exclusive responsibility to ensure that using the Software conforms with applicable laws, in particular of countries in which the Software is used.

3.3. The Licensee has no right to reproduce or copy the Software or the Documentation. The Licensee shall not translate, adapt, develop, vary, modify, disassemble, decompile or reverse engineer the Software or allow any third party to do so. The Licensee shall not circumvent any licensing, control, security or encryption features or reverse engineer any communication protocols. The Licensee is not permitted to sell, lend, rent, or sublicense the

Software or to reproduce or to make the Software or the Documentation available to third parties.

3.4.   Copyright markings, serial numbers as well as other characteristics serving purposes of identification of the Software, may not be eliminated or changed. The same applies to suppressing the display of such features on the screen.

3.5.   The Licensee shall be obliged to take suitable measures to prevent unauthorised access to the Software and the Documentation by third parties.

4.   <u>Download, Update, Upgrade, Support</u>:

4.1.   The Software will be delivered by uploading to FSBGroup cloud server, and login details provided to the Licensee to manage the software, no hardware is included. If the Licensee is provided with access data (such as logins, passwords, etc.), it will keep all access data strictly confidential and will refrain from passing it on to third parties. The Licensee will take reasonable measures to protect access data against unauthorized use by third parties. The Licensee will immediately notify the Licensor in writing if any access data is accessed by any unauthorized party. Up- or downgrades in respect of the product can only be done with the Licensor's approval, and on condition that the Licensee accept the newly issued invoice in respect of the amendment to the agreement and the software and licenses issued and to be used.

5.   <u>Transforms and Transform Servers</u>:

5.1.   Depending on the Software edition the Licensee has subscribed to, the Licensee has the right to start, run and use software operations ("Transforms"). The Licensor offer various types of Transforms that may be selected within the user interface of the Client Component.

5.2.   Depending on the Software edition the Licensee has subscribed to, the Client Component can be amended if so requested by the Licensee.

5.3.   The Licensor is not responsible or liable for the content, functionality and results of hardware not supplied by the Licensor.

6.   Payment; Invoicing; Delay:

6.1.   For Software License Agreements subject to these General Terms and Conditions the Licensee is obliged to pay to the Licensor a monthly fee for each active listing as agreed. The design and white-label fee for the first Contract Year is specified in the order confirmation.

6.2.   The annual fee for the following Contract Year is subject to an increase and will be levied on the anniversary date of the agreement and invoiced accordingly.

6.3.   Invoices are sent monthly and payable within 5 days of invoice failing which the Software will not be available for usage by the Licensee. Any additional charges are to be borne by the Licensee.

6.4.   Should the Licensee by whatever means bring the Software into or use the Software in another domestic jurisdiction and should this trigger additional VAT, taxes, charges, import duties or other taxes, they are to be borne by the Licensee; the Licensee shall indemnify the Licensor against all claims, liability, costs and expenses in this regard.

6.5.   If payment dates are delayed, default interest shall be due and payable by the Licensee. The default interest amounts to two percentage points above the prime interest rate charged by the Licensor's primary bankers from time to time. Should payments owed by the Licensee to the Licensor be delayed by more than 5 days, the Licensor may deactivate the license keys provided to the Licensee and interrupt the Licensee's access to the license / software and usage thereof.

6.6.   The Licensee agrees to such deactivation and shall have no claims against the Licensor in this regard.

6.7.   The Licensee may set off claims or exercise a right of retention against monetary claims of the Licensor resulting from this agreement only if and to the extent its claims are undisputed or finally adjudicated.

7.   Prices Increases:

7.1.   After the conclusion of a Software License Agreement the Licensor has the right to alter the General Terms and Conditions and/or raise the Renewal

Annual Rates applicable to the said Software License Agreement in the following procedure: (a) The Licensor sends a written (e-mail suffices) notice to the Licensee informing the latter about the new General Terms and Conditions and/or the new Renewal Annual Rates and the point of time at which the changes shall become effective.

7.2. Prices may only be raised with effect of the beginning of future Contract Years and to be sent to the Licensee at least three months prior to the increase imposed.

8. **Product Information**:

8.1. The functionalities of the Software are described in the Documentation that is valid at the time of the conclusion of the Software License Agreement. The Documentation may be revised by the Licensor from time to time.

8.2. The Documentation may include end user manuals, operation instructions, installation guides, release notes and on-line help files.

8.3. Malfunctions that limit the usability of the Software only marginally and deviations in the user interface do not constitute non-conformities.

8.4. The Documentation as well as the product specifications, illustrations, drawings, particulars, is available from the Licensor.

8.5. Defects of the software that constitute a non-conformity must be notified in writing in order to allow the Licensor to attend thereto and rectify the error within a reasonable. The notification of the defect should enable the reproduction of the error.

8.6. This shall not affect the statutory obligation of the Licensee to inspect and notify defects.

8.7. The Licensee must inspect the software for obvious defects without delay and any defect discovered must immediately be reported to the Licensor in writing. The same applies if any such defect is subsequently discovered. Providing software to the Licensee by download from a server via internet shall be deemed a delivery within the meaning of this clause.

8.8. The Licensor is not obliged to do any installation and configuration services. The Licensor does not give any warranty that the hardware and software environment of the Licensee's computer system fulfils the requirements of the software provided by the Licensor. The respective Documentation enumerates the system requirements necessary for running the software.

9. <u>Limitation of Liability</u>:

9.1. To the fullest extent permitted by law, the Licensor will have no liability for any loss, damage (whether direct or indirect), cost, expense, injury, claim or penalty of whatsoever nature including, but not limited to, indirect and consequential loss or damage and loss of profits, however arising out of or in connection with a Software License Agreement, the Software or use of the Software.

9.2. The aforesaid shall not apply to the extent that the loss, damage, cost, expense, injury, claim or penalty arose as a result of the Licensor's gross negligence.

9.3. The Licensor shall not be liable for and the Licensee hereby indemnifies Licensor against any and all liability, loss, damage, penalty, cost or claim of any nature whatsoever suffered by the Licensee or any third party in relation to any act or omission of the Licensee in relation to the Software and/or the use thereof.

9.4. The Licensee is obliged to take sufficient data backup measures at least on a daily basis in order to limit the risk of data losses.

10. <u>Duration of Software License Agreements</u>:

10.1 Unless explicitly agreed otherwise Software License Agreements extend to a fixed period of 12 months, which starts on the receipt of initial payment as requested.

10.2 Every Software License Agreement will be renewed and extended by a further Contract Year (12 months), if the respective Software License Agreement is

not terminated by either Party in writing (e-mail suffices) or in the user interface of the Software four weeks before the expiry of the previous Contract Year.

10.3   Such automatic extension may occur several times until the Software License is terminated in due time.

10.4   Apart from termination in accordance with sec. 10.1. and 10.3. the Parties waive their right to ordinarily terminate Software License Agreement.

10.5   The Licensor may terminate Software License Agreements for cause, (a) if the Licensee is in delay with payments owed to the Licensor by more than 4 weeks, or (b) if the Licensee uses the Software in violation of the limitations stipulated herein, or missuses it for unlawful purposes or actions, or (c) if the Licensee commits a material breach of this Agreement and, if such breach is capable of remedy, fails to remedy the breach within 10 days of receiving notice from the Licensor.

10.6   With any lawful termination of a Software License Agreement the Licensee's right to use software automatically expires. In this case, the Licensee must immediately and completely discontinue the use of the Software, delete all copies of the Software installed on its systems and delete the backup copies that may have been created unless the Licensee is obliged by law to retain the copies. The Licensor may deactivate the license keys provided to the Licensee and interrupt the Licensee's access to the software.

11.   **Confidentiality:**

11.1.   The Parties are obliged to treat strictly confidential all information, business secrets and data disclosed or handed over and/or otherwise made accessible during the cooperation and the execution of the Software License Agreement ("Confidential Information"). Such Confidential Information shall not be shared in whole or partially with third parties. Measures that serve the purpose of this Agreement shall be permitted.

11.2.   The following information shall be considered Confidential Information: (a) the licence keys, (b) information regarding the Licensor's pricing policy,

product roadmaps or strategic marketing plans, (c) non-public materials relating to the Software.

11.3. The confidentiality obligation shall not apply to information which (a) was already known to a Party prior to the conclusion of a contract, (b) is public, unless such fact has become public due to a culpable breach of a confidentiality obligation under this Agreement, or (c) has been explicitly designated as not confidential.

11.4. The Licensor shall be entitled to share confidential information only with those employees, affiliates, group entities, independent advisors or service providers who are concerned with the completion, implementation or fulfilment of a Software License Agreement, to enable usage of the Software or to provide support and related services. Each Party shall ensure that such persons are obliged to keep the confidential information received confidential, unless such persons are bound by a professional confidentiality obligation, e.g. as an attorney, tax advisor or auditor.

11.5. After termination of a Software License Agreement, each Party shall delete all data received, notes and copies thereof, if any, in due course, unless the receiving party is obliged by law to retain the confidential information.

11.6. These confidentiality obligations remain in force for 12 months after termination of a Software License Agreement.

12. Miscellaneous:

12.1. Only with the prior written consent of the Licensor the Licensee may assign claims and rights against the Licensor to third parties. The Licensee agrees that the Licensor may, without the Licensee's consent, cede or assign its rights and obligations to a third party, but the Licensor shall provide the Licensee with notice of such cession and assignment.

12.2. No verbal side agreements exist. Amendments or additions to contractual agreements between the Parties must be made in writing (e-mail suffices) and must – on the side of the Licensor – be performed by a duly authorized person explicitly stating that the amendment or addition changes the

contractual agreement between the Parties. This also applies if this form requirement shall be suspended.

12.3. Should one or more provisions of this General Terms and Conditions or other written Agreements be or become invalid or unenforceable, this shall not affect the validity and enforceability of the remaining provisions. In place of the invalid or unenforceable provision, such legally valid and enforceable provision shall apply which reflects as closely as commercially possible the spirit and purpose of the invalid or unenforceable provision.

12.4. The Parties hereto hereby irrevocably and unconditionally consent to the non-exclusive jurisdiction of the High Court of South Africa, Gauteng Division, Pretoria, in regard to all matters arising from Software License Agreements.

12.5. The place of performance for all services arising from contracts between the Parties is the seat of the Licensor. The contractual relation between the parties shall be subject to the law of the Republic of South Africa.

13. **Business Continuity:**

13.1 FSBGroup has appointed/assigned partners that would be able to continue to serve and develop the Application in the case that FSBGroup, its owners or the IP holder for some reason can't continue supporting the software and license agreement.

13.2 In the event that the FSBGroup can't proceed to deliver the software license as per agreement, the licensee have the opportunity to purchase the software package for R180,000 or the current monthly income x 12, which ever is the highest, payable over a period of maximum 12 months from the appointed parters.

13.3 Paragraph 3: **Scope and Grant of Software Licenses:** stays applicable for the use of the software after purchase.

The Licensor hereby choose his domicilium address at

_____

and email for purposes of correspondence as

_____

The Licensee choose his address as _____ and email for

purposes of communication as _____.

It is agreed that electronic signature will confirm the enforceability of this agreement, and it is further agreed that the Licensee accept the terms and conditions of this agreement when pressing the "I accept" icon on the website of the Licensor.