

MASTER SERVICES AGREEMENT

between
Green Gain Consulting (Pty) Ltd t/a ARISCU, a Veriforce Company
and
[Client Name]

This Master Services Agreement ("Agreement") is made effective this ____ day of _____, 20__ (the "Effective Date") by and between Green Gain Consulting (Pty) Ltd t/a ARISCU, a Veriforce Company ("ARISCU"), whose address is 1 Caesars Close, Highveld Ext 7, Centurion, Gauteng, South Africa, 0169 and [Client Name] ("Client"), with their principal corporate office located at [Client Address, City, State, Zip]. ARISCU and the Client may each also be referred to as a "Party" and collectively as the "Parties".

DEFINITIONS

"ARISCU" means Green Gain Consulting (Pty) Ltd, duly registered and incorporated under the laws of South Africa, registration number 2002/019249/07, the proprietor and distributor of Ariscu compliance registers (SHE Legal, Quality, Risk, Food Safety, Energy Management, Governance and POPI), compliance services (legal opinions, consulting, audits etc.) strengthened by a Sustainability Management Compliance Software System and applications ("Apps") (and additional compliance libraries and legal registers as released from time to time).

"Authorized Users" refers to individuals and entities who are jointly authorized by both the Client and Ariscu to use the Services. These individuals or entities must have been supplied with user identifications and passwords by the Client (or by Ariscu at the Client's request). Authorized Users include only the Client's employees. Third-party users, such as subcontractors, suppliers, consultants, etc., are not permitted access to the Client's profile or system with Ariscu without an active license.

Third-party users, such as consultants and suppliers, may enter into separate contracts with Ariscu to access the Licensed Services, but only for their own and approved client profiles and systems.

"Client" means a company, other legal entity, an unincorporated professional entity or a sole proprietor together with any of its Authorized Affiliates that uses the "Services".

"Client Data" means all data or information, regardless of format, submitted by Client or any employee or other representative or Authorized User of Client to the Services.

"Designated Third Party" means an entity or person that Client requests or authorizes to provide data to ARISCU.

"DPA" means the Data Processing Addendum, which is incorporated into and forms part of this Agreement. (for Clients in the European Union)

"Effective date" means the first date the Agreement is in effect.

"Personal Information" means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to –

- a) information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;
- b) information relating to the education or the medical, financial, criminal or employment history of the person;
- c) any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person;
- d) the biometric information of the person;
- e) the personal opinions, views or preferences of the person;
- f) correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
- g) the views or opinions of another individual about the person; and
- h) the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person;

“Services” means the online, web-based applications and platforms provided by ARISCU to which the Client is subscribing, including support services and additional services that Client purchases or may purchase under a Statement of Work, or any other separate agreement between ARISCU and the Client which may include the provision of professional services, training, additional modules, functionality, additional support or any other ancillary matter, but ARISCU guarantees that the Client shall have access to its Data stored on the Ariscu Software if the Service is terminated for whatever reason.

“Statement of Work” means a detailed agreement setting out the Services, cost, duration of agreement, development or customized work, service level agreements and any other ancillary matters not covered in this Agreement. Multiple Statement of Work documents may be created over the lifetime of a Client.

“Suppliers” are companies or individuals, including authorized contractors, agents, or Designated Third Parties, that provide goods or services to “Clients” on behalf of ARISCU either on site or remotely.

“We”, “Us” or “Our” means ARISCU.

1. PURPOSE AND SCOPE

ARISCU is an innovative GRC company offering professional HSEQ and ESG legal, audit, consulting, and advisory services, along with a digital HSEQ management software system featuring intelligent reporting modules. ARISCU’s intelligent dashboards enable the Client to efficiently manage safety events, providing the insights the Client’s need to avoid costly fines and stay ahead in compliance. ARISCU’s solution maximizes the value of the Client’s compliance data by identifying and mitigating on-site risks. ARISCU’s intelligent reporting modules allow you to access information on safety events, corrective actions, and more.

The Client desires to retain ARISCU, and ARISCU desires to provide to the Client certain or all of the Services. The specific Services to be provided to the Client and the fee schedule for such Services will be set forth in one or more Statements of Work to be executed by the Parties at the time the Services are requested. The terms of this Agreement shall be deemed incorporated therein.

2. TERM AND TERMINATION

- 2.1 This Agreement is deemed effective as of the Effective Date and shall continue in full force and effect for an initial period of 12 months (“Initial Period”) or any other period(s) as provided for in the Statement(s) of Work(s). This Agreement will automatically renew after the initial period for a further period of 12 (twelve) months (the “Annual Period”) after expiry of the Initial Period or Annual Period/s, except if cancelled in terms of sections 2.3.1 – 2.3.3 below, or if otherwise provided for in the Statement(s) of Work(s).
- 2.2 The Client has the right to use the Ariscu Software only whilst the monthly/annual license fee/s is paid. Green Gain has the right to suspend access to the Ariscu Software should payment not be received when due.
- 2.3 Notwithstanding anything herein to the contrary, either Party may terminate this Agreement by providing at least sixty (60) days prior written notice to the other Party.

2.3.1 Client Termination for Convenience or Without Cause. In the event that the Client elects to terminate this Agreement for its convenience or without cause prior to the Initial Period or stated duration of any Statement(s) of Work, the Client shall pay an early termination fee equal to the greater of one (1) year’s annual fee as listed in the Statement of Work(s) or the remaining fees due through the stated duration of such Statement(s) of Work. The Client shall provide ARISCU with no less than sixty (60) days prior written notice of its intent to terminate this Agreement and/or any associated Statements of Work for its convenience or without cause.

2.3.2 Default, Termination upon Default.

- i. The failure of either Party to comply with any material terms of this Agreement shall constitute an event of default. If a Party is in default, the non-defaulting Party must give written notice to the defaulting Party of the default (which notice shall include the pertinent facts and details of such default) (the “Default Notice”). The defaulting party shall have thirty (30) days from receipt of the Default Notice to cure the default or such longer period as may be reasonably necessary, if the defaulting party is exercising all due diligence to cure the default. In the event the default is not timely cured, the non-defaulting Party may, in its sole discretion, exercise all available remedies at law and equity, including, but not limited to immediate termination of this Agreement. Each Party acknowledges and agrees that monetary damages may not be a sufficient remedy for breach of this Agreement. Accordingly, the non-defaulting Party shall be entitled to seek specific performance, injunctive relief, or other forms of equitable relief as a remedy for any breach of this Agreement. Any such equitable remedy(ies) shall not be deemed to be the exclusive remedy(ies) for a breach of this Agreement, but shall be in addition to all other remedies available at law or equity.
- ii. In addition to any other rights or remedies provided for in this Agreement or afforded ARISCU by applicable law, ARISCU reserves the right to suspend access to all, or some of, the Services and/or access to the website by some or all Authorized Users in the event of a material breach of this Agreement by the Client

and/or by one or more of the Client's Authorized Users that is not timely cured.

2.3.3 Effect of Termination.

Upon the termination of this Agreement, all rights and licenses granted pursuant to this Agreement shall also terminate, and the Client shall immediately delete from its systems and servers all Licensed Content (as defined herein), ARISCU's name or trademarks and any other materials provided by ARISCU, and the Client will not retain any copies of such Licensed Content and materials. On termination, the Client will be granted 3 months for extraction of its data from the ARISCU Server after which the data will be permanently destroyed. It is the Client's responsibility to ensure the extraction of its data within this period and ARISCU will not accept any liability for failure of the Client to do so.

3. INDEPENDENT CONTRACTOR STATUS

In performing its duties and responsibilities pursuant to this Agreement, ARISCU shall act as and be an independent contractor and not an employee, agent or servant of the Client. The employees of ARISCU involved in performing ARISCU's duties and responsibilities shall remain employees of ARISCU and shall not be deemed to be employees of the Client. ARISCU shall be responsible for payment of all taxes including federal, state, local and employment taxes arising out of ARISCU's activities in accordance with this Agreement.

4. PAYMENT

- 4.1 The Client shall pay and ARISCU shall accept as full and complete compensation for the performance of the Services, the prices and fees enumerated as set out in the applicable Statement of Work. ARISCU shall present the Client with the first invoice which will be for an amount not less than the Total Setup Fee or such fees as may be agreed to in the Statement of Works.
- 4.2 Upon delivery of the products or services to the Client and the setup has been completed, ARISCU shall present the Client with a second tax invoice for the remainder of the price quoted i.e. the "Annual Fee" for the first year, as per the Statement of Works.
- 4.3 The Client shall pay ARISCU within 30 (THIRTY) days from the date of the invoice.
- 4.4 Payment shall be rendered, and the Client shall pay on terms agreed to in the Statement of Works, alternatively payment shall be rendered once off annually in advance (preferred).
- 4.5 Payment shall be made by way of electronic fund transfer to the following banking account, or such other banking account as may be nominated in writing from time to time by ARISCU:

GREEN GAIN CONSULTING (PTY) LTD T/A ARISCU
ABSA BANK
Branch Code: 632005
Cheque account: 4057882289

- 4.6 Late payments shall attract penalties as follows:

4.6.1 2.5% (of the total amount due) interest per month that the payment is overdue. As noted in clause 2.2 above - ARISCU has the right to suspend access to the Ariscu Software should payment not be received when due.

4.6.2 A reactivation fee of R2000.00 will be applicable in cases where The Client has been deactivated due to late payments.

4.7 ARISCU shall submit all invoices to the following address:

Client Contact Name: [_____]

Client Contact Email: [_____]

4.8 An Annual increase of 10% per annum will be applicable to all fees for systems functionality, Licenses, services, etc. as agreed and stipulated within the Statement of Work. Should the CPI (Consumer Price Index) exceed 10% for the applicable renewable year term the greater will apply. Clients will be informed in writing of such increases 60 days prior to the annual renewal term.

5. LICENSE GRANT

5.1 Subject to the Client's compliance with the following:

5.1.1 the terms of ARISCU's [End User License Agreement](#) or [Acceptable Use Policy](#) (as the same may be amended from time-to-time);

5.1.2 the terms and conditions of this Agreement; and

5.1.3 the Client's timely payment of all fees and charges due to ARISCU pursuant to any Statement of Work,

ARISCU grants to the Client, a non-exclusive, non-transferable and non-sublicensable license, during the Term of this Agreement, to access, reproduce, display and transmit the content of ARISCU's Services and electronic tools (the "Licensed Content"). The foregoing license includes only the right to permit the Client's Authorized Users to access the Licensed Content solely for the Client's use and not for any third party's use or redistribution or otherwise in violation of this Agreement and the Website Terms of Use. If the Client desires to allow a third party engaged by it (including any third-party administrators) access to the Licensed Content, the Client shall seek the prior written consent of ARISCU to permit such third party to be an Authorized User, which consent shall not be unreasonably withheld.

5.2 Except as otherwise permitted herein and without limiting the foregoing, the Client shall not:

5.2.1 grant sublicenses here under or otherwise assign, transfer, sell, resell, distribute, share, rent or exploit or make available to any third party the Licensed Content; or

5.2.2 modify in any way or create derivative works based upon the Licensed Content.

5.3 ARISCU retains all rights, title and interest in and to the Licensed Content, its software and its underlying technology and all works and derivative works created by the Client or third parties, and all copies or modifications thereof, including all Intellectual Property rights therein. This Agreement and the license granted herein does not transfer any right, title or interest in the foregoing to the Client except for the license to use the Licensed Content.

5.4 The Client acknowledges the responsibility to manage its own users. The Client undertakes to add and remove Users on the Ariscu Software that are linked to their account.

6. CONFIDENTIAL INFORMATION, AUTHORIZED USE OF DATA AND PROPERTY RIGHTS

6.1 Confidentiality and Authorized Use of Aggregate Data.

6.1.1 Notwithstanding anything to the contrary in this Agreement or the End User License Agreement or Acceptable Use Policy, the Client hereby grants ARISCU an irrevocable worldwide right to collect, store, share, use, develop, analyze, exploit, commercialize for value and extract information and data, in a form and manner which does not identify the Client (the "Aggregate Data"). ARISCU will not report **Aggregate Data** in a manner that permits such information to be identified with the Client. ARISCU agrees to employ at least the same degree of care in protecting the Client's Confidential Information as it employs in protecting its own confidential information.

6.1.2 For the purpose of this Agreement, **Confidential Information** shall mean all information of a confidential nature disclosed by either Party to the other of them in connection with this Agreement read with the Statement of Works, including but not limited to all secret knowledge, technical information and specifications, manufacturing techniques, designs, circuit diagrams, instruction manuals, blue-prints, electronic artwork, samples, devices, demonstrations, formulae, know-how information concerning materials, marketing and business information generally, and other materials of whatever description in which the proprietor thereof has an interest in being kept confidential. Confidential Information shall not include information which was in the public domain at the time of disclosure, or which falls into the public domain through no fault of the receiving Party.

6.1.3 The Parties acknowledge that during the course of the implementation of this Agreement, each of them shall be given access to and possession of Confidential Information in which the other Party may have proprietary rights, or which has been or shall be entrusted in confidence to such Party by one or more third Parties.

6.1.4 The Parties agree to employ at least the same degree of care in protecting the other Party's Confidential Information as it employs in protecting its own confidential information. Notwithstanding the foregoing, the Client may disclose ARISCU's Confidential Information to its employees, subcontractors, and authorized agents who have a need to know such Confidential Information to fulfill the Client's obligations under this Agreement.

6.1.5 The Client agrees that any third party who may be hired by the Client and is granted consent by ARISCU to be an Authorized User, and who uses Licensed Content on behalf of the Client will adhere to all confidentiality requirements referenced in this Agreement and will be required to electronically agree to certain Terms of Service, EULA (End User

License Agreement), and or Acceptable Use Policy and Privacy Policy, whichever is in use at the time. It remains the Client's responsibility to ensure as far as reasonably practicable, that the Client's employees, who are Users, do not divulge their usernames and passwords to third parties. Similarly, ARISCU undertakes not to disclose the usernames and passwords of the Client's Users to third parties.

6.2 Property Rights of Client

All source documents and data provided by the Client are and shall remain the property of the Client or the third party providing such documents or data, as applicable. However, ARISCU has the right to retain copies of the Client's documents and data following the termination of this Agreement, subject to the terms of this Agreement and applicable Data Privacy laws.

6.3 Property Rights of ARISCU

The Client understands and accepts that any and all rights and interest in Intellectual Property ("IP") whether existing now or developed in the future, including but not limited to:

- 6.3.1 the ARISCU Software System (previously Digilex);
- 6.3.2 the ARISCU App (previously DG-App); and
- 6.3.3 the ARISCU brands or such other names as these brands may be named in future (hereinafter referred to as the Brands);

including all documentation, modifications, improvements, upgrades, derivative works, and all other IP rights in connection with the Brands, including ARISCU's name, logos and trademarks reproduced through the Brands vests in ARISCU CANADA. ARISCU CANADA, its affiliates or holding companies will retain exclusive interest in and ownership of the IP rights in and to the Brands and expressly reserves all rights not expressly granted under the Agreement, as may be applicable.

The Client shall in no way position itself as owner or co-owner of the Brands or try to white label the Brands in any way to be packaged or sold as a different brand or product or create the understanding that the Brands belong to it, or that it has any rights to the Brands.

Further, said reports, compilations, databases and other data manipulation and storage systems, as it relates to information stored for or developed for the Client, shall only be accessible to the Client, its employees or a pre-authorized third party during the term of this Agreement.

6.4 Property Rights of Designated Third Parties

All non-Client owned source documents and data provided to ARISCU by Designated Third Parties at the request of or for the benefit of the Client shall be and remain the property of said Designated Third Parties (unless the property or data is either in the public domain or otherwise not owned by the Designated Third Party) and to the extent any agreement is applicable, maintained and used in accordance with any ARISCU agreement with such third party. Except as

provided herein, the Client shall not have the right to access or procure third party data from ARISCU after the termination of this Agreement.

6.5 Client Access/No Obligation to Produce

It is expressly understood that the Services provided are for the Client's access to information, documents and data contained in ARISCU's electronic tools, accessible through ARISCU user interface on its website, which information may include the Client, Designated Third Parties, and ARISCU documents and data. ARISCU has no obligation either during or after the Term of this Agreement to affirmatively print, compile, gather, or otherwise produce documents and data to the Client other than the data and reports available in ARISCU's electronic tools and Website or agreed on in a Statement of Work.

6.6 Data Production Upon Termination of this Agreement

The Client's access to ARISCU's Services and the documents and data contained in ARISCU's electronic tools, and which are accessible through ARISCU's Services shall cease upon the termination of this Agreement; subject only to the right of the Client to access and secure any documents and data provided by it to ARISCU for a period not to exceed thirty (30) days from the termination of this Agreement. It is the Client's duty and obligation to access and secure copies of the Client's documents and data prior to the termination of this Agreement. If required by applicable law or regulation, ARISCU will retain and archive documents and data provided by the Client, the terms for which shall be set forth in a separate data retention agreement executed by ARISCU and the Client.

6.7 Client's Acknowledgments

6.7.1 The Client acknowledges and agrees that ARISCU may store and/or process some or all information, documents and data obtained, generated and/or provided by the Client or by the Client's Designated Third Parties or Affiliates otherwise collected in connection with performance of the Services pursuant to this Agreement in third party commercial Cloud service providers.

6.7.2 The Client agrees and consents to ARISCU's use and reference of the Client's name and logo for the purposes of press releases, case studies, and inclusion in ARISCU's client list (which may be published on ARISCU's website, in hard copy materials and/or displayed in ARISCU's facilities). Notwithstanding the foregoing, nothing in this provision shall conflict with the confidentiality provisions set forth herein.

7. DATA PROTECTION

7.1 ARISCU shall implement processes and maintain procedures designed to comply with applicable laws and shall facilitate the Client's compliance with its data protection and privacy obligations,

including the obligation to respond to individual data subject requests with respect to the Client's Data that includes information that relates to an identified or identifiable natural person or that reasonably could be used to identify that person, or other data or information defined as personal information or Personal Information under applicable laws in ARISCU's possession or control.

7.2 ARISCU and the Client will comply with the provisions of the Data Processing Addendum annexed to this Agreement (if applicable), depending on the location of the individuals whose personal information ARISCU is processing, on behalf of the Client.

7.2.1 **Privacy Policy** The Client agrees that the Client and its Authorized Users have reviewed and understand ARISCU's Website Privacy Policy and Terms of Use (available at <https://www.ariscu.com>), and the Client acknowledges and agrees that ARISCU may Process Personal Information in accordance with the instructions of the Client and the Website Privacy Policy, and such policy may be amended from time to time with such amendments shown on ARISCU's website

7.2.2 **Right to Share Data.** The Client may, at its sole and exclusive discretion, share, or authorize any third-party or related party to the Client to share, any data (including Client Data) in its account with ARISCU. The Client acknowledges and agrees that if it shares or authorizes the sharing of Designated Third-Party data with ARISCU, that with Designated Third-Party's consent, the Client shall have the authority to provide Processing instructions to ARISCU with respect to such Third-Party data.

7.2.3 **Liability for Sharing Data** The Client acknowledges and agrees that it remains at all times solely and exclusively liable and responsible for any and all access, use, disclosure or other Processing instructions to ARISCU of such Client Data, including without limitation with respect to any disclosure of such Personal Information included or contained within the Client Data, and the Client represents and warrants that it has, and will ensure that all of its Authorized Users have, provided any required notices and obtained any and all consents and authorizations required under all applicable privacy legislation from any and all individuals with respect to collection, use, disclosure and other processing of their Personal Information which may be contained within the Client Data and Designated Third Party data. Furthermore, the Parties agree that ARISCU shall bear no liability or responsibility for any actions or omissions with respect to the Client Data, which are taken by ARISCU pursuant to instructions from any Designated Third Party as described at Section 6.D above. Pursuant to the terms of Section 11, the Client shall indemnify ARISCU Group for any violations and breaches of the Client's obligations under this Section 7.

7.2.4 **ARISCU's Data Privacy Team.** Authorized Users may contact ARISCU's Data Privacy Team at mphom@ariscu.com with regard to any questions or issues related to Data Privacy.

8. INFORMATION SECURITY

- 8.1 Data Security.** ARISCU will maintain the following minimum security measures:
- 8.1.1** appropriate technical, physical, administrative and organizational controls designed to maintain the confidentiality, security and integrity of the Client’s confidential information, including Client Data;
 - 8.1.2** systems and procedures for detecting, preventing and responding to attacks, intrusions, and system failures, and regular testing and monitoring of the effectiveness of such systems and procedures, including, without limitation, through vulnerability scans and penetration testing;
 - 8.1.3** a team of employees dedicated to implementation and maintenance of security controls; and
 - 8.1.4** annual assessment of risks that could result in unauthorized disclosure, misuse, alteration, destruction or other compromise of the Client’s confidential information, including the Client Data, and of the sufficiency of systems and procedures in place to mitigate those risks.
- 8.2 Information Security Management System (“ISMS”).** ARISCU will implement and maintain industry security best practices aligned with ISO 27 001 and aims to obtain ISO 27 001 certification during 2025.
- 8.3 Client’s Right to Security Assessment.** Once every twelve months, on reasonable grounds only, the Client shall have the right to perform, at the Client’s cost, with an independent third party chosen by the Client and reasonably acceptable to ARISCU, or through the Client's own personnel, a security audit on the Services and the computer systems and facilities through which the Services are hosted or monitored. If such an audit identifies security concerns considered to be high risk by industry standards, ARISCU will promptly take whatever corrective actions are reasonably necessary to correct the problems.
- 8.4 Incident Reporting.** If there is a violation of ARISCU’s security procedures relating to the Services that leads to the loss of, or unauthorized access to, the Client's or their Third Parties’ data, then ARISCU shall within a reasonable time, as per relevant procedure, report the incident to the Client in sufficient detail for the Client to protect its interests. ARISCU will promptly take whatever corrective actions are reasonably necessary to correct the problems.
- 8.5 Backup, Business Continuity and Disaster recovery.** ARISCU has implemented and maintains a comprehensive backup and restore process as well as a business continuity and disaster recovery plan in order to avoid unacceptable data loss or business disruptions regarding the Service.

8.6 Vendor's Information Security Team. Client may contact ARISCU's Information Security Team at mphom@ariscu.com with regard to any questions or issues related to Information Security

9. WARRANTY AND LIMITATION OF LIABILITY

SAVE AND EXCEPT FOR ARISCU'S INDEMNITY OBLIGATIONS ASSUMED UNDER THIS AGREEMENT, FOR ALL SERVICES, WEBSITE ACCESS AND ELECTRONIC TOOLS PROVIDED UNDER THIS AGREEMENT, THE MAXIMUM LIABILITY OF ARISCU, ITS SHAREHOLDERS, PARTNERS, EMPLOYEES, OFFICERS, TRUSTEES, DIRECTORS, SUBCONTRACTORS, INSURERS AND AGENTS AND THEIR RESPECTIVE INSURERS (THE "ARISCU GROUP"), TO THE CLIENT AND ANYONE CLAIMING BY OR THROUGH THE CLIENT FOR ANY AND ALL CLAIMS, LIABILITIES, LOSSES, COSTS, EXPENSES OR DAMAGES, INCLUDING ATTORNEYS FEES AND COSTS AND EXPERT WITNESS FEES AND COSTS OF ANY NATURE WHATSOEVER OR CLAIMS EXPENSES RESULTING FROM OR IN ANY WAY RELATED TO ARISCU'S BREACH OF THIS AGREEMENT AND/OR ARISCU GROUP'S NEGLIGENCE OR OTHER LEGAL FAULT SHALL NOT EXCEED THE FEES PAID BY THE CLIENT TO ARISCU IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT OR OCCURRENCE GIVING RISE TO THE CLAIM. WITH THE EXCEPTION OF ARISCU'S INDEMNITY OBLIGATIONS ASSUMED UNDER THIS AGREEMENT, THIS LIMITATION OF LIABILITY SHALL APPLY TO ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DIRECT, INDIRECT AND INCIDENTAL DAMAGES SUSTAINED BY THE CLIENT, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF REVENUES OR DATA, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE SERVICES PROVIDED EVEN IF ARISCU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IT IS INTENDED THAT THIS LIMITATION SHALL APPLY TO ANY AND ALL LIABILITY OR CAUSE OF ACTION HOWSOEVER ALLEGED OR ARISING, UNLESS PROHIBITED BY LAW. ARISCU EXPRESSLY DISCLAIMS AND THE CLIENT WAIVES ALL OTHER WARRANTIES AND REMEDIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF PERFORMANCE AND MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. BY EXECUTING THIS AGREEMENT, CLIENT ACKNOWLEDGES AND EXPRESSLY AGREES TO THE FOREGOING WAIVER OF WARRANTIES AND LIMITATION OF LIABILITY BY CLIENT.

SAVE AND EXCEPT FOR THE CLIENT'S INDEMNITY OBLIGATIONS ASSUMED UNDER THIS AGREEMENT, THE MAXIMUM LIABILITY OF THE CLIENT, ITS SHAREHOLDERS, PARTNERS, EMPLOYEES, OFFICERS, TRUSTEES, DIRECTORS, SUBCONTRACTORS, INSURERS AND AGENTS (THE "CLIENT GROUP"), TO ARISCU AND ANYONE CLAIMING BY OR THROUGH ARISCU FOR ANY AND ALL CLAIMS, LIABILITIES, LOSSES, COSTS, EXPENSES OR DAMAGES, INCLUDING ATTORNEYS FEES AND COSTS AND EXPERT WITNESS FEES AND COSTS OF ANY NATURE WHATSOEVER OR CLAIMS EXPENSES RESULTING FROM OR IN ANY WAY RELATED TO THE CLIENT'S BREACH OF THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID TO ARISCU IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT OR OCCURRENCE GIVING RISE TO THE CLAIM. WITH THE EXCEPTION OF THE CLIENT'S INDEMNITY OBLIGATIONS ASSUMED UNDER THIS AGREEMENT, THIS LIMITATION OF LIABILITY SHALL APPLY TO ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DIRECT, INDIRECT AND INCIDENTAL DAMAGES SUSTAINED BY ARISCU, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF REVENUES OR DATA, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT EVEN IF THE CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IT IS INTENDED THAT THIS LIMITATION SHALL APPLY TO ANY AND ALL LIABILITY OR CAUSE OF ACTION HOWSOEVER ALLEGED OR ARISING, UNLESS PROHIBITED BY LAW. BY EXECUTING THIS AGREEMENT, ARISCU ACKNOWLEDGES AND EXPRESSLY AGREES TO THE FOREGOING LIMITATION OF LIABILITY BY ARISCU.

10. INSURANCE

ARISCU will carry or cause to be carried and maintain in force throughout the entire term of this Agreement, insurance coverage described below.

10.1 Workers' Compensation and Employer's Liability Insurance

Workers' Compensation insurance complying with the laws of South Africa covering all ARISCU employees.

10.2 Public Liability

Public Liability insurance on an occurrence with a combined single limit of R5,000,000 each occurrence, and annual aggregate of R5,000,000, for professional indemnity, liability following an employee's dishonesty, loss of documents, sub-contracted duties, JVs, defamation, statutory defense and wrongful arrest.

10.3 Cyber Liability/Data Breach

Cyber liability and data breach response insurance with a combined single limit of \$1,000,000 each occurrence and annual aggregate of \$2,000,000.

11. INDEMNIFICATION

SUBJECT TO THE LIMITS OF INSURANCE SET FORTH IN SECTION 10 HEREOF, ARISCU SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS THE CLIENT GROUP FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY (INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES) FOR LOSS OF ANY PERSONAL INFORMATION, DOCUMENTS, OR AS A RESULT OF ANY DATA BREACH OR OTHER CYBER LIABILITY (ALL OF THE FOREGOING, THE "ARISCU INDEMNIFIED CLAIMS") BUT ONLY TO THE EXTENT THAT SUCH ARISCU INDEMNIFIED CLAIMS ARE COVERED BY ARISCU'S INSURANCE REQUIRED TO BE MAINTAINED BY THIS AGREEMENT AND WHICH ARE INCURRED, SUFFERED BY THE CLIENT, ARISING OUT OF, OR OCCASIONED BY THE NEGLIGENCE OR OTHER LEGAL FAULT OF ARISCU AND ITS EMPLOYEES, AGENTS AND REPRESENTATIVES. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

CLIENT SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS THE ARISCU GROUP FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY (INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES) FOR LOSS OF ANY PERSONAL INFORMATION, DOCUMENTS, OR AS A RESULT OF ANY DATA BREACH OR OTHER CYBER LIABILITY (ALL OF THE FOREGOING, THE "CLIENT INDEMNIFIED CLAIMS") AND WHICH ARE INCURRED, SUFFERED OR SUSTAINED BY ARISCU ARISING OUT OF, OR OCCASIONED BY THE NEGLIGENCE OR OTHER LEGAL FAULT OF THE CLIENT, ITS EMPLOYEES, AGENTS AND REPRESENTATIVES. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

12. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

WITHOUT LIMITING ANY OTHER LIMITATION OF LIABILITY PROVISIONS IN THIS AGREEMENT, UNDER NO

CIRCUMSTANCES SHALL THE ARISCU GROUP BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES INCLUDING BUT NOT LIMITED TO LOST PROFITS OR GOODWILL, OR FOR PUNITIVE DAMAGES. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

UNDER NO CIRCUMSTANCES SHALL THE CLIENT GROUP AND THEIR RESPECTIVE INSURERS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES INCLUDING BUT NOT LIMITED TO LOST PROFITS OR GOODWILL, OR FOR PUNITIVE DAMAGES. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

13. GENERAL PROVISIONS

13.1 Amendment or Waiver. No amendment or waiver of any provision of this Agreement, and no consent to any departure here from, shall be effective or binding unless and until set forth in writing, signed by an authorized representative of each Party, and then any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

13.2 Severability. If any provision herein contained shall be held to be illegal or unenforceable, such holding shall not affect the validity or enforceability of the other provisions of this Agreement.

13.3 Assignment. This Agreement, and the rights, duties, and responsibilities set forth herein, may not be assigned by the Client without the prior written consent of ARISCU, such consent shall not be unreasonably withheld.

13.4 Sub-contractors and Sub-processors processing Personal Information. ARISCU may enter into any subcontracts for any of the Services contemplated under this Agreement without the consent of the Client; provided, however, that ARISCU shall remain responsible to the Client as fully as if no such subcontract had been entered into by ARISCU. All sub-processor relationships will be Data Privacy compliant.

13.5 Force Majeure. Notwithstanding any other provision of this Agreement, ARISCU shall not be responsible or liable to the Client or any other Party in any manner for its failure to perform or its delay in performing hereunder, due to contingencies beyond its reasonable control, including, without limitation, telecommunications failure, electricity loadshedding, strikes, riots, war, acts of terrorism, warlike conditions, hostilities, blockade, revolution, fires, floods, governmental actions, pandemic or other significant accidents or acts of God or the public enemy, provided that upon cessation of such events such Party shall thereupon promptly perform or complete performance of its obligations hereunder. Such event shall be referred to as an event of "Force Majeure." ARISCU shall give the Client prompt notice of the facts and shall use its commercially reasonable best efforts to avoid or remove the cause of such non-performance and shall continue the performance of all other obligations hereunder not affected by such event of Force Majeure.

A breach of security resulting, in whole or in part, from the failure of the Client to comply with its security and confidentiality obligations shall not constitute an event of Force Majeure.

13.6 Arbitration, Mediation and Choice of Law. Any dispute whatever arising out of or pursuant to this Agreement, or the interpretation hereof; or any matter arising out of the termination hereof or the rectification hereof shall be submitted to arbitration governed by South African Law, on the following basis:

13.6.1 the Parties shall use their best endeavours to ensure that the arbitration is held and concluded and a decision handed down within 14 days after the arbitration has been demanded;

13.6.2 the arbitrator shall be agreed upon between the Parties to the dispute, if the matter in dispute is principally:

13.6.2.1 a legal matter, a practicing Senior Counsel of Pretoria of at least fifteen (15) years standing

13.6.2.2 an accounting matter, a practicing Chartered Accountant of at least fifteen (15) years standing;

13.6.2.3 any other matter, save for a technical dispute, any independent person;

If the Parties to the dispute fail within seven (7) days after the dispute has been declared to agree whether the dispute is principally a legal, accounting, other matter, or a technical dispute, or fail to agree upon the appointment of an arbitrator for any other reason, the arbitrator shall at the request of either Party to the dispute, be a person appointed by the Chairman of the Pretoria Bar Council.

13.6.3 The dispute in question will be declared by means of the Party raising the dispute giving to the other Party written notice thereof. The date upon which such notice is delivered to the addressee's domicilium address will be known as "the dispute date" and the written notice shall contain a summary of the issues in dispute and the contentions relative thereto of the Party raising the dispute.

13.6.4 The Party to whom the dispute notice has been given must within two (2) working days after the dispute date lodge with the arbitrator and the other Party to the dispute, their written representations setting out its version of the facts and contentions in regard to the dispute.

13.6.5 The person/s appointed in terms of this clause to determine the dispute ("the arbitrator") will be entitled to apply his own expert knowledge in determining the dispute.

- 13.6.6** Any hearing by the arbitrator will be at such venue or venues as mutually agreed by the Parties and the arbitrator. In the event of the Parties not reaching agreement, the arbitrator's selection and decision will be final.
- 13.6.7** The arbitrator will be vested with entire discretion as to the procedure and manner to be followed in arriving at his decision.
- 13.6.8** The Parties shall use their best endeavours to ensure that the dispute is determined by the arbitrator within a maximum period of fourteen (14) days after the dispute date.
- 13.6.9** The arbitrator's decision will be final and binding on the Parties affected thereby and shall be carried into effect and may be made an Order of any Court with the necessary jurisdiction, at the instance of any of the Parties.
- 13.6.10** The arbitrator may determine who shall be liable for his fees and may make such award as regards the legal costs incurred in the determination proceedings as he in his sole discretion might deem appropriate. If the arbitrator makes no such determination, the arbitrator's fees must be shared equally by the Parties to the dispute.
- 13.6.11** If the arbitrator requires his fees to be guaranteed the Parties to the dispute shall each be required to provide guarantees acceptable to the arbitrator in such amounts and subject to such conditions as the arbitrator may reasonably require. If any Party (the defaulting Party) fails to provide such guarantee the remaining Party shall be entitled to do so and to claim from the defaulting Party any amount paid to the arbitrator in terms of the guarantee provided on behalf of the defaulting Party.
- 13.6.12** This clause constitutes an irrevocable consent by each of the Parties to any proceedings in terms hereof and none of the Parties will be entitled to withdraw there from or to claim at any such proceedings that he shall not be bound by this clause.
- 13.6.13** This clause is severable from the rest of this Agreement and will remain in effect even if this Agreement is terminated, lapses or is declared invalid, for any reason.
- 13.6.14** The provisions of this clause shall not preclude either Party from applying to a Court of competent jurisdiction for urgent interim relief.
- 13.6.15** Technical disputes:
- 13.6.15.1** An expert shall be a person having appropriate expertise with respect to, but no interest in the outcome of, any matter referred to it and shall be jointly appointed by the Parties or, in the absence of Agreement within 5

(five) days of either Party calling for resolution by the chairperson for the time being of the Computer Society of South Africa.

13.6.15.2 The expert shall be given terms of reference determined by the Parties acting in consultation with each other stating the reason for which the relevant referral is being made to the expert. If the Parties fail to reach Agreement on the formulation of the referral, each Party shall be entitled to submit its own referral to the expert, who shall combine the respective referrals into a wider reference of referral. The Parties may each provide the expert with a written argument and whatever supporting evidence they think appropriate and shall provide the expert with such supporting evidence as is requested by the expert.

13.6.15.3 The expert shall be entitled to personally investigate the issues which are the subject of the referral, and to determine the procedure to be followed when arriving at a decision. This may include the hearing of oral evidence and submissions. Furthermore, the expert shall not be bound to choose the submission made by any Party but shall be free to make his own determination of the point referred to him.

13.6.15.4 The expert shall act as an expert in determining the matter referred to him and not as an arbitrator.

13.6.15.5 The expert will be requested to give his decision as soon as practicable and, in any event, by no later than 10 (ten) days after the date of receipt of his terms and reference.

13.6.15.6 The expert's determination shall (save in the case of manifest error) be final and binding on the Parties. Either Party shall be entitled to have the decision made an order of court with competent jurisdiction.

13.6.15.7 The expert's determination shall be applied as from the date on which the circumstances giving rise to the dispute were referred to the expert, and not as at the date of the decision.

13.7 Legal Disputes; Attorney's Fees and Costs. Should an attorney be engaged by either Party for legal proceedings to be instituted, to enforce performance of any of the terms, agreements, or conditions contained in this Agreement, the prevailing Party shall be entitled to recover the reasonable attorney's fees, expert fees and costs it incurred in such legal proceeding.

13.8 Entire Agreement. This Agreement hereto contains the entire agreement between the Parties and it supersedes all prior written or oral agreements or representations. In the event of any

conflict between the terms of the main body of this Agreement and any of the Addenda hereto, the terms of the main body of this Agreement shall govern.

13.9 Survival. All provisions that logically ought to survive termination of this Agreement shall survive.

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate originals effective as of the Effective Date stated above.

[Client Name]

**Green Gain Consulting (Pty) Ltd t/a ARISCU, a
Veriforce Company**

By:

By:

Name:

Name: