Data Services Agreement

CLIENT AGREEMENT

ENTERED INTO BETWEEN

INSPIRIT DATA ANALYTICS SERVICES (PTY) LTD

(Hereinafter referred to as "IDAS")

And

ZINIOS TECH

WWW.INSPIRITDATA.CO.ZA | DATA@INSPIRIT.CO.ZA | TEL: +27 31 584 7379 | 41 RICHEFOND CIRCLE, SUITE 501 STRAUSS DALY BUILDING, LA LUCIA RIDGE, 4320

BREATHING NEW LIFE INTO BUSINESS   AN EOH ENTERPRISE DEVELOPMENT COMPANY

CLIENT DETAILS:

COMPANY NAME :	ZINIOS TECH
COMPANY REGISTRATION NUMBER :	ZT778
IS THE ASSET VALUE OR TURNOVER OF THE COMPANY GREATER THAN R2 MILLION RAND [IF NO, PLEASE SUPPLY A CONFIRMATION LETTER FROM THE COMPANY'S AUDITORS]	YES
ID NUMBER (FOR SOLE OWNERSHIP OR PARTNERSHIP):	9876546789876
FULL NAME OF SIGNATORY:	XCFVFDV JKDCDL
VAT NUMBER:	
[IF THE COMPANY IS A NOT REGISTERED OR NOT REQUIRED TO REGISTER FOR VAT, WRITTEN CONFIRMATION ON THE COMPANY'S LETTERHEAD IS REQUIRED]	
PHYSICAL ADDRESS:	BANGALORE
POSTAL ADDRESS:	BANGALORE
TEL NUMBER:	9876567890
FAX NUMBER:	
WEBSITE ADDRESS:	
BUSINESS TYPE :	
BUSINESS ACTIVITIES/DESCRIPTION:	
CREDIT BUREAU INFORMATION IN TERMS OF COMPANY ACTIVITIES:	
PURPOSE:	. TRACING A CONSUMER FOR THE PURPOSE OF VALIDATING THE CONSUMER'S PERSONAL DETAILS .OBTAINING CONSUMER INFORMATION IN ORDER TO GENERATE LEADS FOR THE PURPOSES OF MARKETING

ACCOUNTS DEPARTMENT INFORMATION:

CONTACT PERSON FOR PAYMENTS:	TEST
TEL NUMBER:	9876543212
FAX NUMBER:	NXDCNFVBFDX
EMAIL ADDRESS:	NAVYA@SOURCEEDGE.COM

AUTHORISED SIGNATORY DETAILS:

FIRST NAME:	XCFVFDV
SURNAME:	JKDCDL
ID NUMBER OR PASSPORT NUMBER:	9876543234568
POSITION WITHIN COMPANY:	SHXK
CELL NUMBER:	0987656789
EMAIL ADDRESS:	XCFV@TEST.COM

ADMINISTRATOR DETAILS:

ADMINISTRATOR NAME AND SURNAME:	TEST TEST
TITLE	MR.
CONTACT NUMBER:	9876545678
EMAIL ADDRESS:	TDT@YDWE.COM

STANDARD TERMS AND CONDITIONS

INTRODUCTION

The Parties have agreed that IDAS shall render the services to the Client, on the terms and conditions, and for such periods as provided for in this Agreement as read with the Annexure(s) and Addenda(s).

The Parties wish to record their Agreement in writing.

1. INTERPRETATION

In this Agreement, clause headings are for convenience and shall not be used in its interpretation, and unless the context indicates the contrary intention:

1.1 any expression which denotes (i) the singular shall include the plural and vice versa; (ii) any gender includes the other gender; (iii) a person includes an artificial person or juristic person and vice versa;

1.2 any reference to any legislation or enactment is to such legislation or enactment as at the date of signature of the Agreement by the last signing of the Parties and as amended or re-enacted from time to time;

1.3 if any provision in a definition is a substantive provision conferring any right or imposing any obligation on either Party, then notwithstanding that it is only in the interpretation clause, effect shall be given to it as if it were a substantive provision in this Agreement;

1.4 when any number of days is prescribed, such number shall exclude the first and include the last day unless the last day falls on a Saturday, Sunday or public holiday as recognised in the Republic of South Africa, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday as recognised in the Republic of South Africa;

1.5 the use of the word "including" followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it and the eiusdem generis rule shall not be applied in the interpretation of such general wording or such specific examples;

1.6 the expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provides that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this;

1.7 where a word or phrase is defined, its other grammatical forms have a corresponding meaning;

1.8 the terms "holding company" and "subsidiary company" shall bear the meanings assigned to them in the Companies Act No. 71 of 2008; and

1.9 a clause heading, clause, word or phrase is highlighted, so that the Client's attention is drawn to the content of the highlighted part, and where required the Client must confirm, by initialling in the provided space that the Client accepts the content

2. DEFINITIONS

In this Agreement, the following expressions shall bear the meanings assigned to them below and cognate expressions bear corresponding meanings:

2.1 "Addenda" shall mean any written consent of the Parties to amend any term(s) & annexure(s), in this Agreement, from time to time.

2.2 "Agreement" means this agreement together with all annexures and Addenda hereto, all as may be amended in writing by the Parties from time to time;

2.3 "Authorised Third Party" shall mean , any person and any entity entitled to access consumer credit information as set out in section 18 of the Regulations of the Act;

2.4 "Confidential Information" means all confidential information of both Parties stored from one Party to

another, irrespective of the media in which it is contained and including but not limited to the Intellectual Property, print-outs, manuals, tables of statistics, software, applications, source codes, computer discs, magnetic tapes, samples and any data collected and stored in IDAS's data bases from time to time;

2.5 "Consent" means any freely-given, specific and informed expression of will whereby consumer(s) agree to the processing of personal information relating to them;

2.6 "Consumer Credit Information" shall bear the meaning set out in Section 70 (1) of the Act;

2.7 "CPA" means the Consumer Protection Act, 68 of 2008, as amended from time to time;

2.8 "domicilium citandi et executandi" means the registered address of the both Parties where a summons or official notice should be served if necessary;

2.9 "Data" shall bear the same meaning as that of Consumer Credit Information;

2.9.1 Home telephone numbers;

2.9.2 Work telephone numbers;

2.9.3 Address details;

2.9.4 Immovable property information;

2.9.5 Directorship information;

2.9.6 Cipro details;

2.9.7 Adverse indicators details (judgments, debt review);

2.9.8 Deceased data;

2.9.9 Marital status and date;

2.9.10 Employment details;

2.9.11 Email address;

2.9.12 Credit risk scores based on public domain indicators;

2.9.13 Income scores based on public domain indicators;

2.10 "force majeure" means an evitable or unforeseeable act of Nature;

2.11 "Intellectual Property" means all intellectual property of whatever nature owned and/or controlled by either Party, including without limiting the generality of the a foregoing, that Parties right, title and interest in and to all trademarks, technology, software, applications, web pages (including the "look and feel" thereof), standards, trade secrets, logos, systems, methods (including all delivery mechanisms and scoring processes), procedures, processes, the design, layout, "look and feel" and "get up" of the Reports, trade names, domain names, styles, insignias, compilations, designs, patents, and copyright whether registered or not, any further information which may come to its knowledge as a result of any such visit to either parties premises
and any information obtained during such visit, relating, *inter alia* to systems and facilities and networks or infrastructure which may be seen as such facilities, the method and means of operation thereof.

2.12 "NCR" means the National Credit Regulator;

2.13 "NLR" means the National Loans Register, which contains data related to consumers utilizing or applying to utilize credit as required by the register;

2.14 "NLR User/s" shall mean any party that is registered with the NCR and is allowed to access the NLR;

2.15 "Operator" for purposes of clause 21 shall mean the party who processes Personal information for the Responsible party in terms of this agreement, without coming under the direct authority of the Responsible party.

2.16 "Parties" shall collectively mean IDAS and the Client and 'Party' shall refer to either of them as the context indicates otherwise.

2.17 "Personal Information" shall mean information relating to an identifiable, natural or juristic person, including but not limited to, information relating to race, to gender, sex, marital status, nationality, ethnic or social origin, colour, sexual orientation, age, physical or mental health, religion, belief, disability, language, birth, education, identity number, telephone number, email, postal or street address, biometric information and financial, criminal or employment history as well as 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;

2.18 "Prescribed Purpose" shall bear the meaning set out in Regulation 18 (4) [read in conjunction with Regulation 18 (5);

2.19 "POPI" means the Protection of Personal Information Act 4 0f 2013 or any further amendments to this Act as may replace and/or supersede it or the Act, once promulgated; and all references to "POPI" in this Agreement shall accordingly refer to this legislation as finally promulgated as from the date of promulgation;

2.20 "Privacy and Data Protection Requirements" means the 8 (eight) requirements for the Processing of Personal Information contained in Chapter 3 Part A of POPI, as at the Signature Date;

2.21 "Process" shall mean any operation or activity, whether automated or not, concerning Personal Information, including: collection; receipt; recording; organisation; collation; storage; updating or modification; retrieval; alteration; consultation; use; dissemination by means of transmission, distribution or making available in any other form; merging, linking, as well as blocking, degradation , erasure or destruction of information. Processing will have a similar meaning.

2.22 "Regulations" shall mean the National Credit Regulations, published in Government Gazette No. 8477, and Notice 28864; and such further Regulations that may be issued from time to time

2.23 "Reports" means any data or information or response provided to the Client which is generated pursuant to the use by the Client of the Services provided to the Client, as amended from time to time;

2.24 "Responsible Party" for purposes of clause 21 shall mean the Party who determines the purpose of and means for processing Personal information.

2.25 "Services" means the products and services selected by the Client

and which are to be rendered by IDAS to the Client, as amended from time to time;

2.26 "Statutory Regulatory Body" means a body established by law which is authorised to enforce legislation

2.27 "the Act" means the National Credit Act, 34 of 2005; as amended from time to time

2.28 "the Client" means the Party whose details and domicilium citandi et executandi are set out on Client's Application hereto;

2.29 "The Prevention & Combating Corrupt Activities Act" means the Prevention and Combating Corrupt Activities Act No.12 of 2004

2.30 "The FCPA" means the U.S. Foreign Corrupt Practices Act of 1977 (FCPA);

2.31 "Voluntary Regulatory Body" means a body established by the industry stakeholders of the industry to which IDAS is affiliated to

2.32 'Services' means the Data Provision services and a reference to 'Service' shall mean some or all of them, as the context may indicate;

2.33 'Service Fees' means the fees payable by the client to the Service Provider;

2.34 Service Provider means Inspirit Data Analytics Services (Pty) Ltd (Registration Number K2017653373) trading as IDAS, a private company incorporated in accordance with the laws of the Republic of South Africa, with its chosen domicilium citandi et executandi at,

41 Richefond Circle,

Suite 501 Strauss Daly Building,

Umhlanga Ridge,

KwaZulu Natal, 4319,

2.35 Tax Invoice" means a tax invoice in the form required by the applicable VAT legislation and which identifies the amount and manner of calculation of the VAT payable in respect of that tax invoice;

2.36 "Term" means the period during which this Agreement is of force and effect, as determined in accordance with clause 3;

2.37 "VAT "means Value-Added Tax levied in terms of the applicable VAT legislation;

3. COMMENCEMENT AND DURATION

3.1 Notwithstanding the Signature Date, this Agreement shall commence on the Commencement Date (as set out in the Client's Details attached) and shall, subject to clause 14, and be of force and effect until terminated by either Party in accordance with the terms of this Agreement

3.2 Should neither Party terminate the Agreement at the end of the Initial Period (which termination shall be on the giving of written notice, thirty (30) business days at the end of the Initial Period), this Agreement shall continue on a month to month basis subject to clause 3.3.

3.3 Notwithstanding any other provision of this Agreement, this Agreement shall terminate and be of no further force and effect should IDAS be prevented by any law or when issued with a directive from a Voluntary or Statutory Regulatory Body from continuing to carry out its obligations in terms of this Agreement.

4. FEES AND PAYMENT

IDAS Clients have the option of entering into two payment plans, namely:

OPTION A: PRE-PAID (4.1) or OPTION B: POST-PAID (4.2)

4.1 OPTION A: <u>PRE-PAID</u>

4.1.1 Option A payment option allows for the Client to pre-pay for their usage of IDAS's Services, based on the pricing as agreed to with the Client.

4.1.2 The price quoted for prepaid usage shall be exclusive of VAT.

4.1.3 The Client accepts to be charged for optional features in a product when the Client elects to use these optional features (if applicable).

4.1.4 The Client accepts that IDAS will only accept prepayment via Electronic Funds Transfer ("EFT") or Credit Card Payments

4.1.5 The Client accepts that IDAS will only activate the Client's account when the money transaction successfully reflects on IDAS bank account.

4.1.6 IDAS shall provide the Client with a monthly invoice, in accordance with the fees and charges provided to the Client.

4.1.7 The Client accepts that IDAS will not allow the processing of any data enquiry, requested by the Client, should the Client's account reflect insufficient funds

4.1.8 The Client accepts that unused prepaid funds will not be refundable, but will remain credited to the Client's account

4.1.9 IDAS reserves the right to change any fees referred to in clause 4.1 at any time on at least 30 (thirty)

days' prior written notice to the Client, provided that such change in fees will not be applicable to any Service that is in the process of being rendered.

4.1.10 The charges as per 4.1.9 will form an Addendum to this Agreement and will be provided to the Client at least two (2) months prior to the anniversary date of the contract.

4.1.11 Should the Client not cancel the Agreement or lodge a dispute in accordance with provision 19, then the Client acknowledges that IDAS will implement the new price as per 4.1.9 for the renewed period.

4.1.12 It is agreed between the Parties that any dispute relating to any provision herein, shall be resolved in accordance with provision 19 of this Agreement.

4.1.13 Should the Client elect to cancel this Agreement, such cancellation will terminate all rights and duties under this Agreement, except those rights and duties that are meant to survive termination.
OR

4.2 OPTION B: <u>POST- PAID</u>

4.2.1 IDAS shall invoice the Client, monthly in arrears, in accordance with the fees and charges provided to the Client. The Client shall pay IDAS, in accordance with the invoices raised by IDAS, free of exchange and without deduction or set-off of any nature, into IDAS's nominated bank account (specified on invoices), 30 (thirty) days from the date of receipt of the month end statement. The Client shall under no circumstances be entitled to defer or withhold payment of any amounts due in terms of this Agreement, for any reason whatsoever. Payment by the Client, in accordance with such payment instructions, shall relieve the Client of its obligation in this regard.

4.2.2 IDAS shall be entitled annually, to review and increase, on a once-off basis, the charges/fees/prices of the Services. IDAS shall on prior notice to the Client, increase the charges/fees/prices of the Services, which shall be effective from anniversary date of the Agreement, subject to 4.2.3.

4.2.3 The charges as per 4.2.2 will form an Addendum to this Agreement and will be provided to the Client at least two (2) months prior to the anniversary date of the contract.

4.2.4 The Client accepts to be billed for optional features in a product when the Client elects to use these optional features.

4.2.4.1 In the case of Batch Traces, all data is priced per record returned. Therefore, if a result record is not returned for a submitted record, there will be no cost to the client. In the event that more than one result record is retuned for a submitted record, the client will be charged for each result record returned.

4.2.4.2 In the case of a premium license, Payment of the subscription fee to be paid monthly, in advance, by the Client. If no payment is received by the 7th of the relevant month, the subscription will be suspended. If the Client wishes to take his/her account out of suspension, the Client must pay a re-activation fee of R300.

4.2.5 The optional features used as per 4.2.4 will be included in the invoice as per 4.2.1.

4.2.6 Should the Client not cancel the Agreement as per clause 3.2 or lodge a dispute in accordance with provision 19, then the Client acknowledges that IDAS will implement the new price as per 4.2.2 for the renewed period.

4.2.7 It is agreed between the Parties that any dispute relating to any provision herein, shall be resolved in accordance with provision 19 of this Agreement.

4.2.8 Should the Client elect to cancel this Agreement,

4.2.8.1 such cancellation will terminate all rights and duties under this Agreement, except those rights and duties that are meant to survive termination.

4.2.8.2 on the cancellation date, the Client undertakes to pay any monies owing to IDAS on the date of the last invoice issued by IDAS, and should IDAS not receive payment as aforementioned, IDAS may charge

interest herein.

5. ACKNOWLEDGEMENTS BY THE CLIENT

The Client acknowledges and agrees that:

5.1 It will at all times comply with the requirements of the Act and any other applicable legislation (to the extent that it is relevant to the Client) for the receipt, compilation and reporting of information, requested and received from IDAS.

5.2 It shall for the duration of this Agreement comply with all applicable legislation and regulations in as far as it relates to the request and usage of the Services.

5.3 Where IDAS is required by any law, to investigate a matter, it will cooperate with such an investigation so far as it is related to the Client.

5.4 It will provide the details of its users for the sole purpose of IDAS creating their login credentials.

5.5 Such details as contemplated in 5.4 must be communicated to IDAS in the manner requested by IDAS.

5.6 IDAS reserves the right to take whatever reasonable action it may deem necessary at any time to preserve the security and reliable operation of its network infrastructure and the Client undertakes that it will not do or permit anything to be done which will compromise IDAS's security.

5.7 Where the Client becomes aware of a breach as to the security of IDAS Services, it will immediately bring this to the attention of IDAS.

5.8 Where the Client accesses IDAS' Services as an agent, the Client specifically acknowledges that:

5.8.1 it is the duly appointed agent of an authorised third party, who has appointed the Client to request, receive and process consumer credit information, with IDAS.

5.8.2 it has concluded an agreement, in writing, with an authorised third party setting out the terms and conditions of the aforementioned appointment and it shall disclose such agreement to IDAS, within seven (7) days of receiving a written request to do so, from IDAS;

5.8.3 it shall at all times act within the scope of its mandate, when requesting, receiving, processing and disclosing the consumer credit information with IDAS; and

5.8.4 it shall take all reasonable steps to satisfy itself that the authorised third party, on whose instruction it is acting –

5.8.4.1 has a legitimate and lawful, as contemplated in the Act, purpose for processing the consumer credit information from IDAS; and

5.8.4.2 has obtained all necessary consents, where required, from its Clients/customers, to process their consumer credit information with IDAS.

5.9 it shall notify IDAS in writing, as soon as is reasonably possible, in the event of an authorised third party terminating the Client's appointment as their agent, in terms of this Agreement.

6. ACKNOWLEDGEMENTS BY IDAS

6.1 IDAS acknowledges and agrees, that it will at all times comply with the requirements of the Act and any other applicable legislation (to the extent that it is relevant to IDAS) for the maintenance, processing and reporting of information

6.2 IDAS shall ensure that the Services provided in terms of this Agreement are in compliance with the Service Levels as agreed between the Parties from time to time. IDAS shall at all times when rendering any support services, ensure that such support services are rendered at the same level or better than those that are prevailing in the industry in terms of the industry norms and standards.

7. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

The Parties agree and acknowledge that:

7.1 All right, title and interest in and to their respective Intellectual Property vests with either Party hereto. Nothing in this Agreement transfers ownership in any of the Intellectual Property to the other Party hereto.

7.2 The Parties shall keep and maintain as strictly confidential all the Intellectual Property and Confidential Information furnished to it pursuant to this Agreement;

7.3 The Parties shall use their utmost efforts and diligence to guard and protect each other's Intellectual Property and Confidential Information and shall exercise reasonable care in restricting access to the Trade Secrets and Confidential Information to its officers, directors, employees and associates.

7.4 Neither Party shall, at any time, under any circumstances, acquire any right, title, or interest in or to the Intellectual Property of the other Party.

8. WARRANTIES

8.1 The Parties warrant that:

8.1.1 the Client will be regularly incorporated as a public/ private company or corporation according to the laws of South Africa;

8.1.2 each possesses full power and authority to enter into this Agreement;

8.1.3 this Agreement shall be binding upon them in accordance with its terms; and

8.1.4 the entering into of this Agreement does not breach the rights of any third parties.

8.2 Save as specifically set out herein and subject to clause 7.2, IDAS makes no representations and gives no warranties and/or guarantees of whatever nature, whether express, implied in law, or residual, in respect of this Agreement, the Services and/or the accuracy or correctness of the Reports, as the case may be, or any part thereof.

8.3 the business of the Company will not be in contravention of the Specified Purposes;

8.4 the Client is authorised to enter into and implement this Agreement;

8.5 the entering into and implementation of this Agreement by the Client will not infringe the rights of any third party.

9. RIGHT TO AUDIT

9.1 On the reasonable written request and provision of sufficient notice by IDAS, the Client will furnish IDAS with such information, data, records and reports (collectively "the information") as is necessary for the purposes of IDAS ensuring the Clients compliance with clauses 5,6,8,9 together with the Written Certification attached to the agreement as per the Client's Application to this Agreement, enclosed herein.

9.2 Following receipt of the information, the Client shall where the information furnished as aforesaid is not sufficient to enable IDAS to confirm the Client's compliance with clauses 5, 6, 8, 9 together with the Written Certification as per the Client's Application to this agreement, furnish IDAS, with any additional and specific information requested by IDAS.

9.3 Thereafter, should such information and additional information be insufficient to enable confirmation as aforesaid, IDAS will seek further assistance from the relevant authority that has jurisdiction over such compliance.

10. LIMITATION OF LIABILITY

10.1 IDAS shall not be liable for any actual or contingent loss, liability, expense, costs (including legal costs on the scale as between attorney and own Client and any additional legal costs), or damage of whatsoever nature (whether direct, indirect, consequential or otherwise) suffered by the Client proven to be as a result

of, or which may be proven to be attributable to or caused by -

10.1.1 the breach by the Client of any of its obligations as set out in the Agreement;

10.1.2 any mistake, error or omission in the Information, including mistakes, errors and omissions originating from Information submitted to IDAS by the Client or any other third party, provided that the error and/or mistake is not as a result of IDAS's gross negligence, willful misconduct or fraudulent actions.

10.1.3 any delay or failure in delivering or in any manner communicating or making available the information to the Client, where such failure is not reasonably foreseeable by IDAS.

10.1.4 an event of force majeure as contemplated in 23 and/or

10.1.5 the downtime of any telecommunications line and/or infrastructure and/or facilities.

10.2 The Client shall be solely liable for any claims of whatever nature arising as a result of:

10.2.1 all actions taken, or decisions made in reliance on any information and/or the information contained in any Reports (for the purpose of this clause 10 collectively referred to as the "Information");

10.2.2 the use of the Information (by the Client) for a purpose other than a Prescribed Purpose or a purpose contemplated in the Act;

10.2.3 the Client breaching a duty of confidentiality to its customer and/or consumer, as the case may be.

11. INDEMNITY

Without prejudice to any of the rights of IDAS at law or in terms of this Agreement, the Client agrees to indemnify IDAS against any loss arising from this Agreement due to the gross negligence of the Client but subject to the Client's liability not under any circumstances exceeding an amount equal to the annual fees paid in terms of this Agreement by the Client.

Each Party ("the Indemnifier") indemnifies (and shall keep indemnified) the other Party against all losses (including loss of profit and/or loss of reputation or goodwill), damages (including incidental, special or consequential damages), costs (including legal costs on an attorney and own client basis, collection charges and costs of any appeals), interest and expenses which the other Party may sustain, suffer or incur as a result of any claim (contingent or otherwise) arising out of any negligent or wilful act or omission on the part of the Indemnifier, its employees, agents, appointees or authorized representatives.

12. BREACH

Should either Party breach any provision of this Agreement:

12.1 The "Defaulting Party" shall remedy the failure within (7) days after receiving notice to do so.

12.2 Should the "Aggrieved Party" wish to cancel the Agreement, 20 (twenty) days prior written notice must be given to the "Defaulting Party".

13. CANCELLATION

13.1 Subject to the provisions of clauses 13,14 and 19 with written notice of 30 (thirty) business days by Either Party;

13.1.1 on expiration of any fixed term of the Agreement

13.1.2 at any time with the provision of 30 (thirty) business days written notice as to the reason for cancellation

13.2 On cancellation, each Party shall remain liable to the other Party, for any outstanding amounts owing or services due to the other Party.

14. SUMMARY TERMINATION

If either Party -

14.1 being an individual, dies or is provisionally or finally sequestrated or surrenders his estate; or

14.2 being a partnership, is dissolved; or

14.3 being a company, is placed under a provisional or final order of liquidation or judicial management; or

14.4 compromises or attempts to compromise generally with its creditors,

then in any of those events the Parties shall be entitled, without prejudice to its other rights in law including the right to claim damages and cancel this Agreement with immediate effect, to claim immediate specific performance of each other's obligations, whether or not otherwise then due for performance.

15. DOMICILIUM

15.1 The Parties choose as their domicilium citandi et executandi ("the domicilium") for the purposes of the giving of any notice, the service of any process or for any other purpose arising from this Agreement, the addresses stipulated in clause 2.34 (IDAS) and in the Client's Application (the Client), of this Agreement.

15.2 The Parties shall be entitled from time to time by written notice to one another, to vary their domicilium to any other physical address in the Republic of South Africa.

15.3 Any notice given in terms of this Agreement shall be given in writing and shall be deemed to be validly served if delivered personally or 7 days after it has been posted by prepaid registered post to the Parties at the addresses as per the provisions of 15.1, or through any other electronic medium allowed by the Electronic Communication and Transactions Act, Act 25 of 2002, shall be deemed delivered on the date sent.

16. APPLICABLE LAW

This Agreement (including its validity, existence and implementation, the interpretation and application of its provisions, the respective rights and obligations of the Parties in terms of and arising out of the conclusion, breach and termination of the provisions of this Agreement) shall be interpreted and governed in all respects by the laws of the Republic of South Africa.

17. JURISDICTION

Subject to clause 18, the Parties hereby consent and submit to the non-exclusive jurisdiction of the Magistrate's Court of the Republic of South Africa for the purpose of all or any legal proceedings arising from or concerning this Agreement, notwithstanding that the amount claimed or value of the dispute might be in excess of the Magistrate's Court Jurisdiction.

18. DISPUTES

18.1 Save as otherwise provided in this Agreement, if any dispute arises from or in connection with this Agreement, or its termination, the Parties shall endeavour to settle the dispute by mediation. The place of the mediation of the dispute shall be KwaZulu Natal, Durban.

18.1.1 Each Party undertakes to cooperate in good faith with the mediator in the conduct of the mediation of the dispute.

18.2 If a settlement agreement is not reached in the mediation of the dispute, the Parties' submission of the dispute to mediation shall not prejudice any of the Parties' rights; and the dispute (or such part thereof which is not settled pursuant to the mediation) shall, if so requested by any Party be finally resolved by an arbitrator agreed to between the Parties and failing such agreement within three days of a request therefor by either Party, appointed by the chairperson for the time being of the Johannesburg Bar Council (or such other person as may be agreed to by the Parties). The arbitration shall be conducted in accordance with the AFSA Rules for Expedited Arbitrations or such other rules as may be agreed to in writing by the Parties.

18.3 Each Party shall have a right of appeal against the decision of the arbitrator to a panel of three arbitrators ("appeal arbitrators"), which appeal shall be conducted in terms of Article 22 (or its successor from time to time) of the Rules of AFSA relating to commercial arbitrations or such other rules as the Parties to the appeal may agree upon in writing. The arbitration (and any appeal) shall be held in Durban.

18.4 The Parties agree that the written demand by a Party in terms of this clause 18, that the dispute be submitted to mediation or arbitration is to be deemed to be a legal process for the purpose of interrupting extinctive prescription in terms of the Prescription Act 68 of 1969.

18.5 Notwithstanding anything to the contrary contained in this 18.5, neither Party shall be precluded from instituting any injunctive or mandatory or similar proceedings in any appropriate court of competent jurisdiction and, if successful, being granted appropriate injunctive or mandatory relief.

18.6 For the purposes of 18.4 and for the purposes of having any award made by the arbitrator being made an order of court, each of the Parties hereby submits itself to the non-exclusive jurisdiction of the High Court, KwaZulu Natal.

18.7 This clause 18 is severable from the rest of this Agreement and shall, notwithstanding the termination, cancellation, invalidity or alleged invalidity of this Agreement or any part of it for any reason, remain in full force and effect;

18.8 This constitutes an irrevocable consent by the Parties to any proceedings in terms hereof and neither Party shall be entitled to withdraw therefrom or to claim in any such proceedings that it is not bound by this clause 18. For the purposes of this "proceedings" shall include proceedings referred to in 18.5.

19. **ANTI-CORRUPTION WARRANTY**

19.1 IDAS is a Company incorporated in accordance with the laws of the Republic of South Africa and is committed to ensuring that its business practices meet strict compliance requirements in respect of anti-corruption laws such as The Prevention & Combating Corrupt Activities Act, Companies Act and all other laws of the Republic of South Africa, where anti-corruption laws are prevailing.

19.2 As the Client, you acknowledge and understand that should you conduct business operations in the Republic of South Africa, you are expected to know your obligations under the Prevention & Combating Corrupt Activities Act. The following sections would apply where the Client directly or indirectly:

a)   accepts or agrees or offers to accept any gratification from any other person, whether for the benefit of the Client or for the benefit of another person; or

b)   gives or agrees or offers to give to any other person any gratification, whether for the benefit of that other person or for the benefit of another person, in order to act, personally or by influencing another person so to act, in a manner, that amounts to the illegal, dishonest, unauthorised, incomplete, or biased; or misuse or selling of information or material acquired in the course of the exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation; ii)that amounts to-

a)   the abuse of a position of authority; b) a breach of trust; or c)the violation of a legal duty or a set of rules; designed to achieve an unjustified result; or that amounts to any other unauthorised or improper inducement to do or not to do anything,

19.3 **Such gratification** includes a) money, whether in cash or otherwise; b) any donation, gift, loan, fee, reward, valuable security, property or interest in property of any description, whether movable or immovable, or any other similar advantage; c) the avoidance of a loss, liability, penalty, forfeiture. punishment or other disadvantage; d) any office, status, honour, employment, contract of employment or services, any agreement to give employment or render services in any capacity and residential or holiday accommodation; e) any payment, release, discharge or liquidation of any loan, obligation or other liability, whether in whole or

in part; f) any forbearance to demand any money or money's worth or valuable thing; g) any other service or favour or advantage of any description, including protection from any penalty or disability incurred or apprehended or from any action or proceedings of a disciplinary, civil or criminal nature, whether or not already instituted, and includes the exercise or the forbearance from the exercise of any right or any official power or duty; h) any right or privilege; i) any real or pretended aid, vote, consent, influence or abstention from voting; or j) any valuable consideration or benefit of any kind, including any discount, commission, rebate, bonus, deduction or percentage;

19.4 Such Client would be guilty of the offence of corruption and the penalties shall include the following:

a)   in the case of a sentence to be imposed by a High Court, to a fine or to imprisonment up to a period for imprisonment for life

b)   in the case of a sentence to be imposed by a Regional court, to a fine or to imprisonment for a period not exceeding 18 years; or

c)   in the case of a sentence to be imposed by a Magistrate's court. to a fine or to imprisonment for a period not exceeding five years;

19.5 The Client further acknowledges that should it be an affiliate of a company registered and conducting business operations in the United States and is subject to various U.S. laws, specifically and without limitation to the U.S. Foreign Corrupt Practices Act (FCPA), these anti-bribery provisions prohibit the Client from making corrupt payments or promises to pay foreign officials for the purpose of obtaining or retaining business.

19.5.1 In so doing, the Client warrants as follows, that to its best knowledge and belief that neither the Client, nor any principal, officer, employee or director of the Client is or has been subject to a conviction or charged with any crime involving public corruption, the target or subject of any criminal investigation involving public corruption or other criminal wrongdoing, it shall not make, or authorize or tolerate to be made, in the performance of this Agreement, any payments, loans or gifts, or promises or offers of payments, loans or gifts, of any money or anything of value, directly or indirectly, to or for the use or benefit of any person including without limitation to an official or employee of any government, or the agencies or instrumentalities of any such government, to any political party or official or candidate thereof, or to any other person if the Client knows or has reason to suspect that any part of such payment, loan or gift will be, directly or indirectly, given or paid to any person, government official, political party or candidate or official thereof, or to any other person or entity, the making of which would violate either the laws or policies of the Republic of South Africa, the United States of America, or any other applicable country.

19.5.2 The Client undertakes to notify IDAS immediately in the event that the covenant referred to in 19.5.1 ceases to be accurate.

19.5.3 The Client consents to IDAS's right to Audit the Client's books and records relevant to the Client's account at any time with reasonable notice, to ensure that no such payments, loans or gifts, or promises or offers of payments, loans or gifts, are being made.

19.6 Should the Client breach any of the conditions set forth, severe penalties are imposed by the US Department of Justice. These include:

a)   Penalties for violating the anti-bribery provisions of the FCPA vary based on whether the violator is a U.S. company or a U.S. individual.

b)   U.S. companies can be fined up to $2 million while U.S. individuals (including officers and directors of companies that have willfully violated the FCPA) can be fined up to $100,000 and imprisoned for up to five years, or both.

c)   In addition, civil penalties may be imposed.

19.7 The accounting and record-keeping provisions of the FCPA apply to companies which are publicly traded in the U.S. These provisions make it a requirement for such companies to devise and maintain an accounting system which tightly controls and accurately records all dispositions of company assets. The accounting and record-keeping provisions of the FCPA are essentially a re-enactment of established accounting procedures for publicly traded companies. As such the accounting and record-keeping provisions of the FCPA are enforced by the Securities Exchange Commission (SEC).

19.8 Penalties for violating the accounting and record-keeping provisions of the FCPA are the same penalties that apply to most other violations of the securities laws. These penalties include monetary fines but no criminal penalties.

19.9 The Client shall hold harmless and indemnify IDAS from any damage or loss, of whatever type.

20. INFRINGEMENTS and UNLAWFUL use, REPRODUCTION, EXPLOITATION AND/OR EXERCISE of ANY DATA

20.1 If the Client, at any time during the Term, becomes aware of any infringement or unlawful or immoral use, reproduction, exploitation and/or exercise of any Data by any third party, the Client must immediately provide the Service Provider with a written notice containing full details of such infringement or unlawful activity.

20.2 If the Service Provider –

20.2.1 at any time during the Term determines that there is an infringement or unlawful use, reproduction, exploitation and/or exercise of any item of the Data in the Territory by a third party; or

20.2.2 receives the written notification referred to in clause 20.1,

then the Client shall be obliged to provide reasonable assistance and co-operation to the Service Provide in respect of the measures, including any legal proceedings, taken by the Service Provider to protect the Data from such infringement or unlawful use.

21. PROTECTION OF PERSONAL INFORMATION

21.1 The Parties hereby undertake to comply with the provisions of POPI in their dealings with personal information and acknowledge that they are familiar with and undertake to comply with the provisions of POPI i.e. Protection of Personal Information Act, No 4 of 2013 ("POPI") and aim to conduct business operations in a manner compliant with the requirements of POPI.

21.2 The Parties acknowledge and agree that all Data provided by IDAS to the Client, or to which the Client may become privy pursuant to this Agreement, shall constitute Personal Information and where applicable, Intellectual property belonging to IDAS.

21.3 Where one Party (the "Responsible Party") supplies Personal Information to the other Party (the "Operator"), the Operator will:

(a)   ensure that such personal information is only used for purposes authorised by the Responsible Party and in terms of this agreement;

(b)   notify the Responsible Party of any request it receives from third parties for access to or changes to the Personal Information;

(c)   not transfer the Personal Information in any manner to any third party not authorised in writing by the Responsible Party;

(d)   not send personal information outside South Africa without prior written authorization from the Responsible Party.

(e)   comply with all laws, policies and procedures relating to the protection, storage, handling, privacy, processing and retention of Personal Information as well as the destruction of Personal Information.

(f)   will take appropriate and reasonable technical and organisational security measures to prevent the loss of, damage to or unauthorised destruction of Personal Information, and the unlawful access to or Processing

of Personal Information. The measures taken must at all times be at least of a minimum standard required by all applicable laws and be of a standard no less than the standards which are in compliance with the best industry practice for the protection, control and use of data.

(g) take reasonable steps to identify all reasonably foreseeable internal and external risks posed to data under its possession or control and establish and maintain appropriate safeguards against any risks identified. The receiving party shall regularly verify that the safeguards are effectively implemented and keep a record of such verification. The safeguards shall be updated continually in response to new risks or deficiencies in previously implemented safeguards.

(h) provide a level of security appropriate to the harm that might result from any unauthorised or unlawful processing or accidental loss, destruction or damage to the Personal Information and also to the nature of the Personal Information being protected. Any act or omission that compromises the security, confidentiality or integrity of Personal Information or the safeguards used to protect the security, confidentiality or integrity of Personal Information, or a receipt of or a complaint in respect of the security practices of the Operator or a breach or alleged breach of any of the undertakings in relation to POPI imposed on the Operator by this agreement or of obligations imposed on the Operator in terms of POPI, will be deemed to be a breach for purposes of this Agreement. In the event of breach or suspected breach, the Operator will notify the Responsible Party, within one Business Day of becoming aware of the breach.

(i) ensure, if required, the necessary audit procedures are in place to deal with the requirements of POPI and this clause.

(j) implement any other measures and procedures to ensure that the Operator's obligations in terms of this clause 21 and POPI are met.

21.4 The Operator's failure to comply with the provisions of clause 21.3 is a material breach of this Agreement. In such event the Responsible Party may terminate the Agreement effective immediately upon written notice to the Operator without further liability or obligation to the Responsible Party.

21.5 Notwithstanding any other provision in this agreement, the Operator indemnifies the Responsible Party from any losses, damages, liabilities, deficiencies, actions, judgments, interests, awards, penalties, fines, costs or expenses of whatever kind incurred or suffered by the Responsible Party as a result of the Operator's failure to comply with its statutory obligations contained in POPI or any other obligations contained in this clause 21.

21.6 After receipt of a notification of breach as per paragraph (h) in 21.4 above, the Parties shall as soon as reasonably possible meet to investigate the breach and the Operator will cooperate with the Responsible Party and assist the Responsible Party with its investigation by providing access to its systems, records, files, logs, data, employees and other relevant information that may be required in order to comply with its obligations in terms of POPI. The Operator will cooperate and assist the Responsible Party in any litigation or other proceedings which the Responsible Party deems necessary to protect its rights relating to the use, disclosure, protection and maintenance of personal information.

21.6.1 The Operator shall treat any breach as confidential and shall not inform any third party of a breach unless it has obtained the Responsible Party's prior written consent. Any notification of a breach to any individual or regulatory authority and the content, manner and form thereof shall be within the Responsible Party's discretion.

21.6.2 The Operator shall take all steps required to prevent any further breaches at its own expense. If the preventative measure requires a publication of the breach to any third party (including a court of law or a regulator) it shall only do so after obtaining the Responsible Party's prior written consent as contemplated in 21.4.1 above, which shall not be unreasonably withheld. The Operator shall reimburse the Responsible

Party for all costs, incurred by the Responsible Party to respond to, and to mitigate its damages caused by a breach which will include costs of notices and legal expenses associated with the breach.

21.7 The Client warrants that it has obtained all necessary consents, where required, from its Clients when requesting their personal information.

21.8 The Operator further warrants, represents and undertakes that it shall ensure that all its systems and operations which it uses to provide the Services including all systems on which Data is Processed as part of providing the Services, shall at all times be of a minimum standard required by all applicable laws and be of a standard no less than the standards which are in compliance with the best industry practice for the protection, control and use of Data.

22. NON SOLICITATION

22.1 Neither the Client, its representatives or agents shall persuade, induce, encourage or procure any employee in the employ of IDAS :-

22.1.1 to become employed by or interested, directly or indirectly in the Client's entity, having an interest in a competitive activity;

22.1.2 to terminate such employee's employment with IDAS; or

22.1.3 to furnish any confidential information or advice acquired by the employee as a result of his employment with IDAS, to any unauthorized person.

23. FORCE MAJEURE

If either Party is prevented from carrying out any of its obligations as a result of strikes, fire, riot, war (whether declared or not) embargoes, export control, international restrictions, shortage of transport facilities, any order of any international authority, any court order, any requirements of any authority or other competent local authority, the downtime of any communications line or any other circumstances whatsoever which are not within the reasonable control of such Party, such Party will be deemed to have been released from performing its obligations in terms of this Agreement, to the extent that and for so long as it is so prevented from performing, this Agreement will be deemed to have been suspended to such extent and for the period concerned.

24. CESSION AND ASSIGNMENT

The Parties shall not cede any of their rights or delegate any of their obligations under this Agreement or otherwise assign this Agreement to any third party without the prior written approval of either Party, which will not be unreasonably withheld.

25. ENTIRE AGREEMENT

This Agreement constitutes the sole record of the Agreement between the Parties with regard to the subject matter envisaged herein. This Agreement supersedes and overrides any other terms and conditions (whether written or oral) which may have been concluded between IDAS and the Client. No Party shall be bound by any representation, warranty, promise or the like not recorded herein.

26. SEVERABILITY

If any provision hereof is held to be illegal, invalid or unenforceable for any reason, such provision shall be deemed to be pro non scripto, but without affecting, impairing or invalidating any of the remaining provisions of this Agreement which shall continue to be of full force and effect. All provisions of this Agreement and any schedule or appendix hereto shall be independent of each other and deletion from or the invalidity of any

such provision or schedule shall not affect the remainder of this Agreement.

27. GENERAL

27.1 In the event of a conflict between the provisions of the Agreement and the Act, as read with the Regulations, the provisions of the Act as read with the Regulations will prevail.

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

27.3 No indulgence which either Party ("the grantor") may grant to the other ("the grantee") shall constitute a waiver of any of the rights of the grantor, which shall not thereby be precluded from exercising any rights against the grantee which may have arisen in the past, or which might arise in the future.

27.4 In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any of the annexure hereto, as they may be revised from time to time, the provisions of this Agreement shall prevail.

27.5 Without prejudice to any other provision of this Agreement, any successor-in-title, including any executor, heir, liquidator, judicial manager, curator or trustee, of either Party shall be bound by this Agreement.

Signed on this : XCFVFDV JKDCDL [9876543234568]

Date and Time: 2019-07-11 4:04:16

For and on behalf of the "Client": ZINIOS TECH

Who represents:

Who warrants that he/she is authorized to do so, hereby accepts and agrees to the terms and conditions of this agreement.

This document is designed to inform you of your rights and obligations when using Inspirit Data Analytics Services.

ANNEXURE A – PAYMENT TERMS FOR SERVICES

SERVICE	SERVICE TYPE	PAYMENT TERMS
• Premium License	• Monthly subscription to utilize IDAS Tracing application using multiple search inputs.	• Payment of the subscription fee to be paid monthly, in advance, by the Client. • If no payment is received by the 7th of the relevant month, the subscription will be suspended. • If the Client wishes to take the account out of suspension, the Client must pay a re-activation fee of R300.
• IDAS Prepaid	• This is a pre-paid facility to utilize the IDAS tracing application.	• Credits are purchased by the Client prior to any search and are automatically redeemed upon search.
• IDAS Leads	• This is a per transaction lead creation service, based on a data profile indicated by the client.	• Payment for the leads are to be made by the Client in full prior to any leads being supplied by the Service Provider.
• IDAS Batch Tracing	• This is a per transaction batch tracing service, in terms of which the Client will provide the Service Provider with specific criteria in order to extract any information from the database of the Service Provider.	• Payment for the traced information is to be made by the Client in full prior to any traced information being supplied by the Service Provider. all data is priced per record returned. Therefore if a result record is not returned for a submitted record, there will be no cost to the client. In the event that more than one result record is retuned for a submitted record, the client will be charged for each result record returned.
• IDAS API Integration	• This is a transaction-based web-enabled service in terms of which the IDAS service will link directly to the Client's CRM tool. The Client will request IDAS information from their CRM tool using a web service call to the Service Provider's IDAS database.	• Every web service call made will be charged for. • The Client will be billed on either the 24th or 25th of each month, with such invoice being payable within 7 days of receipt of the invoice by the Client.