

SOFTWARE AS A SERVICE TERMS AND CONDITIONS

Entered into between

CURBON TRADING (PTY) LTD

Reg. No. 2022/348970/07

(Hereinafter "CURBON TRADING")

And

The party whose details are completed in terms of the Services Selection Agreement

(Hereinafter the "Customer")

1. Definitions.

In this Agreement, except where otherwise stated, the following definitions shall be applied:-

- 1.1. "**Acceptable Use Policy**" means the acceptable use policy for the Services attached hereto as the AUP Schedule.
- 1.2. "**AUP**" means the Acceptable Use Policy attached as the AUP Schedule.
- 1.3. "**Account**" means Customer's CURBON TRADING Account credentials and correlating access to the Services under this Agreement.
- 1.4. "**Admin Account**" means a type of CURBON TRADING Account that a Customer may use to administer the Services.
- 1.5. "**Administrators**" mean the Customer-designated personnel who administer the Services on a Customer's behalf, and may have the ability to access Customer Data and the Services and may also be an End-User.
- 1.6. "**Affiliate**" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party.
- 1.7. "**Brand Features**" means each party's trade names, trademarks, logos, domain names, and other distinctive brand features.

- 1.8. **“Confidential Information”** means information in relation to the protectable interests of the disclosing party, which is not readily available in public domain or to any other person or entity and/or to a competitor or competitors of the disclosing party in the ordinary, normal and regular course of business;
- 1.9. **“Control”** means control of greater than 50% of the voting rights or equity interests of a party.
- 1.10. **“Core Services”** means the Core Services as described further in terms of this agreement, such as the provision of the CURBON TRADING PLUGIN.
- 1.11. **“CURBON TRADING”** means CURBON TRADING (PTY) LTD, a private company duly incorporated in terms of the laws of the Republic of South Africa with registration number: 2022/348970/07.
- 1.12. **“CURBON TRADING Account”** means a CURBON TRADING-hosted account established by a Customer through its Administrator to use the Services.
- 1.13. **“CURBON TRADING PLUGIN”** means the online console(s), dashboard(s), and/or tool(s) provided by CURBON TRADING to a Customer for administering the Services.
- 1.14. **“CURBON TRADING Services”** means the services provided by CURBON TRADING to the Customer.
- 1.15. **“CURBON TRADING Indemnified Materials”** means CURBON TRADING’s technology used to provide the Services and CURBON TRADING’s Branding and authorised Intellectual Property.
- 1.16. **“Customer”** means the person (natural, juristic, or otherwise) as reflected in the Services Selection Agreement, and whose representative on having selected “I Accept” and/or signs the document, confirms that you are accepting on behalf of your employer or another entity, you represent and warrant that:
 - 1.16.1. you have full legal authority to bind your employer or the applicable entity to these terms;
 - 1.16.2. you have read and understand this Agreement; and
 - 1.16.3. you agree on behalf of the party that you represent to this Agreement, and if you do not have authority to bind that party, that you are held responsible for the obligations in terms of this agreement.

- 1.17. **“End User”** means any person approved/using and/or seeking to engage as a prospective and/or actual client of the Customer through the CURBON TRADING PLUGIN.
- 1.18. **“Customer Data”** means data submitted, stored, sent or received via the Services by the Customer, its Affiliates or End Users.
- 1.19. **“Customer Indemnified Materials”** means the Customer Data.
- 1.20. **“Day”** means a business day, and shall exclude Saturdays, Sundays and any recognised South African public Holiday.
- 1.21. **“Domain Name”** means the domain name specified in the Services Selection Agreement to be used in connection with the Services.
- 1.22. **“End Users”** means either the Authorised Representative of the Customer or an Administrator authorised in terms of this agreement.
- 1.23. **“Effective date”** means the date you click the “I Accept” button below or, if applicable, the date the Agreement is countersigned.
- 1.24. **“Exchange Control Regulations”** means all applicable export and Exchange Control Regulations and regulations as published and amended from time to time by the South African Reserve Bank.
- 1.25. **“Feedback”** means feedback or suggestions about the Services provided to CURBON TRADING by a Customer.
- 1.26. **“Fees”** shall mean either –
- 1.26.1. The percentage charged by CURBON TRADING against an End User’s cart total of the Merchants / Customer’s online store, the percentage charged is set and agreed between the parties and billed automatically through the plugin when the End User makes payment;
- OR alternatively
- 1.26.2. Such percentage that the Merchant / Customer offsets the End User’s cart total, paid by the Merchant on behalf of the End User, in this event
- 1.26.2.1. The fee is not charged for every transaction that occurs on the Merchants online store

1.26.2.2. The offset amount is confirmed by the Merchant / Customer and updated on the Merchants account with CURBON TRADING, and

1.26.3. And payments shall occur in the manner set out in terms of clause 4 hereinbelow.

1.27. "**High Risk Activities**" means activities that are prosecutable in terms of the Protection of Constitutional Democracy against Terrorist and Related Activities Act 33 of 2004 (as amended from time to time), and/or which successful prosecution will lead to a conviction under any schedule of the Criminal Procedure Act 51 of 1977 (as amended from time to time)

1.28. "**including**" means including but not limited to.

1.29. "**Indemnified Liabilities**" means any

1.29.1. (i) settlement amounts approved by the indemnifying party; and

1.29.2. (ii) damages and costs finally awarded against the indemnified party and its Affiliates by a court of competent jurisdiction.

1.30. "**Intellectual Property**" or "**IP**" means anything protectable by an Intellectual Property Right.

1.31. "**Intellectual Property Rights**" means all patent rights, copyright, trade secrets (if any), trademark rights, design rights, database rights, domain name rights, moral rights, source code, and any other intellectual property rights (registered or unregistered) throughout the world.

1.32. "**Legal Process**" means an information disclosure request made under law, governmental regulation, court order, subpoena, warrant, governmental regulatory or agency request, or other valid legal authority, legal procedure, or similar process.

1.33. "**Liability**" means any liability, whether under contract, delict (including negligence), or otherwise, regardless of whether foreseeable or contemplated by the parties.

1.34. "**Notification Email Address**" means the email address(es) designated by a Customer for all essential communications.

1.35. "**Order Term**" means the period of time starting on the Services Start Date for the Services and continuing indefinitely, subject to early termination in accordance with this Agreement.

- 1.36. **"POPI"** means the Protection of Personal Information Act 4 of 2013 (as amended from time to time).
- 1.37. **"Percentage Offset"** means the applicable Percentage Offset of the total cart in order to offset the carbon equivalent cost of the End User's purchase or in the alternative, where such offset is done by the Merchant on behalf of the customer, unless otherwise agreed to in an amendment.
- 1.38. **"Services"** means the applicable Core Services and Other Services (including the CURBON TRADING Services) chosen by the Customer in terms of the applicable Services Selection Agreement.
- 1.39. **"Services Start Date"** means the date stated in the Services Selection Agreement or, if later, the date CURBON TRADING makes the Services available to the Customer.
- 1.40. **"Services Summary"** means the description of the services provided to the Customer in terms of the Services Selection Agreement.
- 1.41. **"Significant Deprecation"** means a material discontinuance of or backwards incompatible change to the Core Services that results in Services no longer enabling a Customer or End Users to:
- (1) access the CURBON TRADING PLUGIN and use the CURBON TRADING PLUGIN in their online store
 - (2) process customer's End Users data
 - (3) send and receive correspondence to and from End Users
 - (4) communicate with other End Users in real time; or
 - (5) search, archive, and export correspondence and data.
- 1.42. **"Services Selection Agreement"** means the Services Selection Agreement completed by the Customer, which Agreement specifically incorporates the Terms and Conditions of this Agreement, and includes such other online order issued by CURBON TRADING and accepted by the Customer.
- 1.43. **"Suspend"** or **"Suspension"** means the disabling of access to or use of the Services, or components of the Services, including the right to suspend or disable third party software .
- 1.44. **"Taxes"** means all government-imposed taxes, such as Valued Added Tax ("VAT") in terms of the Value Added Tax Act 89 of 1991.

- 1.45. **“Term”** means the period starting on the Effective Date and will remain in effect so long as there is an active Services Selection Agreement.
- 1.46. **“Third-Party Legal Proceeding”** means any formal legal proceeding filed by an unaffiliated third party before a court or government tribunal (including any appellate proceeding).
- 1.47. **“Trademark Guidelines”** means CURBON TRADING’s Brand Terms and Conditions and usage as set forth in the Trademark Guideline Schedule.
- 1.48. **“URL Terms”** means the Acceptable Use Policy, and the Service Specific Terms.
- 1.49. **“Use Restrictions”** means the restrictions set forth in this agreement in terms of clause 3.4 of the Agreement and any additional restrictions on the use of Services in the Service Specific Terms that may be agreed between the parties from time to time.

2. **Services.**

CURBON TRADING will provide the Services ordered in the applicable Services Selection Agreement. A Customer may use the Services ordered in the applicable Services Selection Agreement in accordance with this Agreement.

2.1. Facilities and Data Transfer.

All facilities used to store and process Customer Data will adhere to reasonable security standards no less protective than the security standards at facilities where CURBON TRADING stores and processes its own information of a similar type. As part of providing the Services, CURBON TRADING may transfer, store and process Customer Data, End User Data in any country in which CURBON TRADING or its agents maintain facilities. By using the Services, the Customer consents to this transfer, processing and storage of Customer Data and warrants that it has informed and obtained consent from its End User(s).

2.2. New Features or Services.

CURBON TRADING retains the sole discretion and right to make new applications, features or functionality for the Services available from time to time, the use of which may be contingent upon a Customer’s agreement to additional terms.

2.3. Verification to Use Services.

CURBON TRADING may require a Customer to verify third party software and/or services in order for CURBON TRADING to provide the service(s) to the Customer. The Customer shall provide CURBON TRADING with:-

- 2.3.1. a Domain Email Address or a Domain Name to use the Services;
- 2.3.2. Third party application access permissions (which access will be limited to rendering the service for Customer);

If the Customer does not provide CURBON TRADING with the valid permissions required to render its service(s) and/or does not give permission to use the Domain Email Address and/or does not own or control the Domain Name, then CURBON TRADING will have no obligation to provide the Customer with the Services and may delete the Account and cease rendering any further Service to the Customer without further notice.

2.4. Service Specific Terms.

The Service Specific Terms are incorporated by this reference into the Agreement.

2.5. Modification(s) to services.

2.5.1. Deprecation Policy.

CURBON TRADING will notify Customer at 14 days 3 before a Significant Deprecation unless CURBON TRADING reasonably determines that:

- 2.5.1.1. CURBON TRADING is not permitted to do so by law or by contract (including if there is a change in applicable law or contract)

2.5.2. Other Modifications.

Subject to Section 2.5.1, CURBON TRADING may make changes to the Services, which may include adding, updating, or discontinuing any Services or portions of feature(s) of the Services. CURBON TRADING will notify the Customer of any material change to the Core Services.

2.5.3. Objection to Changes.

Unless CURBON TRADING's change to the URL Terms is required by a court, judicial or administrative order issued by the competent authority or by applicable law, or applies to new Services or Functionality, then the following will apply:

- 2.5.3.1. If a change to the URL Terms has a material adverse impact on a Customer, then Customer may object to the change by notifying CURBON

TRADING within 30 days after CURBON TRADING provides notice.

2.5.3.2. If Customer so notifies CURBON TRADING, then the Customer will remain governed by the URL Terms in effect immediately before the change until the earlier of:

2.5.3.2.1. the end of the then-current Order Term; or

2.5.3.2.2. 3 (three) weeks after the notice was given.

3. Customer Obligations.

3.1. Compliance.

The Customer shall:-

3.1.1. ensure that the Customer and its End Users' and the End Users use of the Services, including all access to and use of Customer Data and End User Data by it and its End Users, complies with this Agreement and with any of its applicable contract terms or policies, including any employment contracts or employer's policies regarding technology usage, security, or confidentiality;

3.1.2. use commercially reasonable efforts to prevent unauthorised access or use of the Services; and

3.1.3. promptly notify CURBON TRADING of any unauthorised use of, or access to, the Services of which the Customer becomes aware.

3.2. Additional Products.

CURBON TRADING makes optional Additional Products available to a Customer and its End Users. Use of Additional Products is subject to the Additional Product Terms so agreed to by the Customer.

3.3. Administration of Services.

3.3.1. CURBON TRADING PLUGIN / ACCOUNT.

CURBON TRADING will provide a Customer access to the CURBON TRADING PLUGIN / ACCOUNT for the Customer and/or Administrator(s) to manage its use of the Services (and use of the Services by its End Users, if applicable). The Customer may use the

CURBON TRADING PLUGIN to specify one or more Administrators who will have the rights to access Admin Account(s). The Customer is responsible for:

3.3.1.1. maintaining the confidentiality and security of the CURBON TRADING PLUGIN / ACCOUNT and associated passwords; and

3.3.1.2. any use of the CURBON TRADING PLUGIN / ACCOUNT.

3.3.2. The Customer agrees that CURBON TRADING's responsibilities do not extend to the internal management or administration of the Services for the Customer or any End Users.

3.3.3. Administrator Access to the CURBON TRADING PLUGIN / ACCOUNT.

An Administrator will have the ability to access, monitor, use, modify, withhold, or disclose Customer Data associated with the related Customer CURBON TRADING PLUGIN and control End User's access to the Services. An Administrator may also have the ability to:

3.3.3.1. control account settings for the CURBON TRADING PLUGIN / ACCOUNT (including changing CURBON TRADING Account passwords) and

3.3.3.2. remove or disable any Services or Additional Products or other services/products enabled or installed using the CURBON TRADING Account.

3.3.3.3. Add or remove End User Accounts associated with the Customer's account.

Use of Additional Products or other services/products with the CURBON TRADING PLUGIN is at Customer's own risk.

3.3.4. Consents.

The Customer will obtain and maintain all required consents to permit:

3.3.4.1. A Customer's, and its End Users' and/or End User(s) if applicable, use of the Services; and

3.3.4.2. accessing, storing, and processing of Customer Data and End User Data under this Agreement.

3.4. Use Restrictions.

A Customer shall not, and shall not allow End Users, End Users or third parties under its control to:

- 3.4.1. Have access to any part of the source code;
- 3.4.2. copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any of the source code of the Services (except to the extent such restriction is expressly prohibited by applicable law);
- 3.4.3. sublicense, transfer or distribute any of the Services;
- 3.4.4. sell, resell, or otherwise make the Services available to a third party as part of a commercial offering that does not have material value independent of the Services; or
- 3.4.5. access or use the Services:
 - 3.4.5.1. for High Risk Activities;
 - 3.4.5.2. in a manner intended to avoid incurring Fees;
 - 3.4.5.3. In an effort to circumnavigate or avoid any financial services regulation and/or banking licensing conditions, and/or credit regulations in force in the Republic of South Africa during the term of this agreement; or
 - 3.4.5.4. in a manner that breaches, or facilitates the breach of Exchange Control Regulations.
- 3.4.6. Where any event in terms of clause 3.4 occurs the Customer shall without fail, and without delay, notify CURBON TRADING thereof in writing, and provide all reasonable assistance to CURBON TRADING in enforcing any and all of its rights and remedies to rectify such breach.

3.5. Abuse Monitoring.

The Customer is solely responsible for monitoring, responding to and otherwise processing emails sent to the "abuse" and "postmaster" aliases for any Domain Name(s) verified for use with the Services, but CURBON TRADING may monitor

emails sent to these aliases for Domain Names to allow CURBON TRADING to identify Services abuse or any item set out in terms of clause 3.4, above.

3.6. Requesting Additional Services During Order Term.

A Customer may purchase additional CURBON TRADING Services during an Order Term by:

3.6.1. executing an additional Services Selection Agreement with CURBON TRADING, or

3.6.2. via the CURBON TRADING PLUGIN. Such additional CURBON TRADING Services will have a pro-rated term ending on the last day of the applicable Order Term.

4. Payment.

4.1. Usage and Invoicing.

4.1.1. The Customer agrees to and will pay all Fees for the Services (plus applicable taxes).

4.1.2. The Customer hereby acknowledges and consents to the information contained in the Services Selection Agreement as true and correct, including the billing information.

4.1.3. CURBON TRADING will invoice the Customer all Fees for the Services.

4.1.4. CURBON TRADING's measurement tools will be used to determine a Customer's usage of the Services.

4.1.5. CURBON TRADING may change its offering of billing options, including by limiting or ceasing to offer a billing option, or by requesting that a Customer move to another billing option that currently exists or is being introduced upon thirty days' written notice to a Customer (which may be by email).

4.1.6. Certain billing options may not be available to all customers.

4.2. Billing plans.

4.2.1. Top-Up Billing – End User Pays for Offset

4.2.1.1. A Customer using this option will pay a fixed amount that will be billed in advance of any of CURBON TRADING's Services being available. This

amount will increase the Customer's contribution balance. The contribution balance will decrease with each End User's election to make a contribution. Upon the balance reaching close to zero, the initial Top-Up Amount will be billed again to increase the balance.

4.2.1.2. Top-Up Billing – Merchant Pays for Offset on behalf of End User

4.2.1.2.1. Where the Merchant elects to offset the total amount each End User makes on their store the contribution balance will decrease with each End User purchase and be topped up when the balance reaches close to zero.

4.2.2. Arrears Billing

4.2.2.1. If a Customer is permitted to use arrears billing while using CURBON TRADING's service, CURBON TRADING will count each contribution that happens during a fixed monthly period, creating an accumulating balance. Once the period has elapsed, an Invoice will be created for the Customer's account and the Customer will be billed according to 4.3.2.

4.2.3. Billing Where the Customer opts to Pay All Contributions

4.2.3.1. Where a Customer decides to offset all purchases made in the Customer's store themselves, the Customer's balance will increase each time a purchase is made in the store, not only when a visitor

4.3. Payment.

4.3.1. All payments are to be made in ZAR (South African Rands), unless specifically requested, in which event CURBON TRADING reserves the right to add a surcharge for a change in currency denomination.

4.3.2. Invoices.

Payments for invoices are due 7 (seven) days after the invoice date, unless otherwise specified on the Services Selection Agreement, and are considered overdue after such date.

4.4. Payment Methods

4.4.1. CURBON TRADING will record the bank card details of a Customer which will be tokenised for security purposes. CURBON TRADING will use this tokenised card to bill the Customer in Arrears or using the Top-Up Billing method.

4.4.2. In some circumstances the Customer will be permitted to make manual payments to CURBON TRADING via Electronic Fund Transfer (EFT).

4.5. Overdue Payments.

4.5.1. A Customer's payment of Fees is overdue if CURBON TRADING has not received it by the payment due date. If Customer's payment is overdue, CURBON TRADING may

4.5.1.1. charge interest at the prime rate of lending as set out by the South African reserve Bank, and

4.5.1.2. Suspend or terminate the Services.

4.5.2. The Customer shall be liable for any costs CURBON TRADING incurs for the collection of any outstanding amount due to CURBON TRADING (including attorneys' fees on an attorney and own client scale and collection commissions of 10%).

4.6. Escalation resulting from Third Party.

4.6.1. Where any Third Party service or product is reasonably utilised by CURBON TRADING to provide the Services to the Customer, and such Third Party increases its costs to CURBON TRADING, CURBON TRADING reserves the right to increase its fees to reasonably recoup from the Customer such an increase.

4.7. Taxes.

4.7.1. All fees are charged exclusive of Taxes, such as Value Added Tax (VAT). The Customer will pay all applicable Taxes for the Services.

4.8. Price Revisions.

All fees may increase annually and CURBON TRADING may modify the percentage it charges a Customer at any time unless otherwise expressly agreed in an Addendum or Services Selection Agreement. CURBON TRADING will notify The Customer within 10 (ten) days in advance of any Price increases.

5. Technical Support Services (“TSS”).

CURBON TRADING will provide TSS to the Customer during the Order Term in accordance with the TSS Guidelines subject to payment of support Fees, if applicable.

6. Suspension of Services.

6.1. AUP Violations.

If CURBON TRADING becomes aware that a Customer’s or any Administrator or End User’s use of the Services violates the AUP, CURBON TRADING will give the Customer notice of the violation by requesting that Customer corrects the violation. If the Customer fails to correct the violation within 24 hours of CURBON TRADING’s request, then CURBON TRADING may Suspend all or part of the Customer’s use of the Services until the violation is corrected. Suspension of the Services may include removal or unsharing of content that violates the AUP.

6.2. Other Suspension.

Notwithstanding clause 6.1 (AUP Violations) CURBON TRADING may immediately Suspend all or part of Customer’s use of the Services) if:

6.2.1. CURBON TRADING believes the Customer’s or any Customer Administrator’s or End User’s use of the Services could adversely impact the Services, other customers’ or their end users’ use of the Services, or the CURBON TRADING network or servers used to provide the Services;

6.2.2. Customer’s use of the Services is prohibited in the Service Specific Terms;

6.2.3. there is suspected unauthorised third-party access to the Services;

6.2.4. CURBON TRADING believes it is required to Suspend immediately to comply with applicable law; or

6.2.5. A Customer is in breach of clause 3.4 (Use Restrictions) or the Service Specific Terms. CURBON TRADING will lift any such Suspension when the circumstances giving rise to the Suspension have been resolved. At the Customer’s request, unless prohibited by

law, CURBON TRADING will notify the Customer of the basis for the Suspension as soon as is reasonably possible.

7. Confidentiality.

7.1. Obligations.

Subject to clause 7.2, below, the recipient will use the other party's Confidential Information only to exercise rights and fulfill obligations under this Agreement. The recipient will use reasonable care to protect against disclosure of the other party's Confidential Information to other parties other than the recipient's employees, Affiliates, agents, or professional advisors ("Delegates") who need to know it and who have a legal obligation to keep it confidential. The recipient will ensure that its Delegates are also subject to the same non-disclosure and use obligations.

7.2. Disclosure of Confidential Information.

7.2.1. General.

Regardless of any other provision in the Agreement, the recipient or its Affiliates may disclose the other party's Confidential Information

7.2.1.1. in accordance with a Legal Process, subject to clause 7.2.2 hereinbelow or

7.2.1.2. with the other party's written consent.

7.2.2. Legal Process Notification.

The recipient will use commercially reasonable efforts to notify the other party before disclosing that party's Confidential Information in accordance with Legal Process. Notice is not required before disclosure if the recipient is informed that:

7.2.2.1. it is legally prohibited from giving notice or

7.2.2.2. the Legal Process relates to exceptional circumstances involving danger of death or serious physical injury.

7.2.3. Opposition.

The recipient and its Affiliates will comply with the other party's reasonable requests to oppose disclosure of its Confidential Information.

8. Intellectual Property.

8.1. Intellectual Property Rights.

8.1.1. Except as expressly stated in the Agreement, the Agreement does not grant either party any rights, implied or otherwise, to the other's content or Intellectual Property. CURBON TRADING retains all Intellectual Property Rights in the Services.

8.1.2. The Customer specifically agrees that it is a feature of the Services for CURBON TRADING to process End User information and data and consents to CURBON TRADING reasonably processing and using same to contact the End User

8.2. Brand Features

8.2.1. CURBON TRADING shall not provide any support for any Customer Brand Feature, logos, colours, and themes that make up the Customer Brand Features on the CURBON TRADING PLUGIN for End Users, unless agreed to in writing and signed between the parties.

8.2.2. The Parties agree that CURBON TRADING may make use of the Customer Brand Feature in any website, social media, or similar promotional material illustrating the Customer makes use of CURBON TRADING's services.

8.3. Feedback.

At its option, a Customer may provide Feedback about the Services to CURBON TRADING. If a Customer provides Feedback, then the Customer assigns to CURBON TRADING all right, title, and interest in that Feedback.

9. Marketing and Publicity.

Each party may use the other party's Brand Features in connection with this Agreement only as permitted in the Agreement. The Customer may state publicly that it is a CURBON TRADING customer and display CURBON TRADING Brand Features in accordance with the Trademark Guidelines. CURBON TRADING may:

9.1. state that the Customer is a CURBON TRADING customer and

9.2. include the Customer's name or Customer Brand Features in a list of CURBON TRADING customers in CURBON TRADING's promotional materials.

Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights to those Brand Features. A party may revoke the other party's right to use

its Brand Features with written notice to the other party and a reasonable period to stop the use.

10. Representations, Warranties and Disclaimers.

10.1. Representations and Warranties.

Each party represents that it:

10.1.1. has full power and authority to enter into the Agreement; and

10.1.2. will comply with all laws and regulations applicable to its provision, or use, of the Services, as applicable.

10.2. Disclaimers by CURBON TRADING.

Except as expressly provided for in the Agreement, to the fullest extent permitted by applicable law, CURBON TRADING:

10.2.1. does not make any other warranties of any kind, whether express, implied, statutory or otherwise, including warranties of merchantability, fitness for a particular use, noninfringement, or error-free or uninterrupted use of the Services; and

10.2.2. makes no representation about content or information made accessible through the Services.

10.3. Disclaimers by Customer.

Except as expressly provided for in the Agreement, to the fullest extent permitted by applicable law, Customer warrants that:

10.3.1. Under no circumstances will the Customer sublicense any IP right, service of CURBON TRADING or infer that it is an agent of CURBON TRADING to any person or party;

10.3.2. At all material times during the subsistence of this agreement, the Customer shall be in possession of a valid requisite license as to render services as a Financial Service Provider (if applicable), a bank (if applicable), and/or Registered Credit Provider (if applicable); and

10.3.3. All actions by its Administrators are authorised to be acts by the Customer in relation to the Services, including support service requests;

10.3.4. It shall not without the express prior written consent of CURBON TRADING solicit and attempt to solicit (indirectly or directly, through

an affiliate, connected party, legal advisor, or nominee directive) any employee of CURBON TRADING, which consent shall not be required if the employee has not been employed by CURBON TRADING for a period of 1 (one) year; and

10.3.5. It shall make no attempts to gain, extrapolate, re-engineer and/or otherwise recreate the source code of any part of the Service without written consent of CURBON TRADING.

11. Term and Termination.

11.1. Agreement Term.

This Agreement will remain in effect for the Term unless it expires or is terminated in accordance with the Agreement.

11.2. Renewal.

Unless otherwise stipulated on the Services Selection Agreement, the agreement :

11.2.1. Shall continue to subsist on a monthly basis, if a monthly plan was chosen; or

11.2.2. Shall be renewed automatically on the anniversary date of at the end of the Order Term, and the Services will renew consistent with Customer's elections on the Services Selection Agreement or CURBON TRADING PLUGIN.

11.3. Termination

11.3.1. Any party may terminate this Agreement by providing 30 (thirty) days' written notice in the event of Significant Deprecation.

11.3.2. Any party may terminate this Agreement by providing 60 (sixty) days' written notice of such termination.

11.4. Termination resulting from Breach.

Either party may terminate the Agreement if the other party:

11.4.1. is in breach of the Agreement and fails to cure that breach within 7 (seven) days after receipt of written notice; or

11.4.2. ceases its business operations or becomes subject to insolvency proceedings, notwithstanding that the insolvency proceedings

have merely been issued or may be a provisional order for liquidation or insolvency.

11.5. Termination for Inactivity.

CURBON TRADING reserves the right to terminate the Agreement and the provision of the Services upon 30 days advance notice if, for a period of 60 consecutive days, Customer, including any End Users:

11.5.1. has not accessed the CURBON TRADING PLUGIN or

11.5.2. has not used the Services.

11.6. Effects of Termination.

If the Agreement terminates or expires, then all Services Selection Agreements also terminate or expire, as applicable. If the Agreement terminates or expires, then:

11.6.1. all rights and access to the Services under the Agreement will terminate (including access to Customer Data); and

11.6.2. CURBON TRADING shall be entitled to send Customer a final invoice.

11.7. Survival.

The following clauses will survive expiration or termination of this Agreement: Clause 1(Definitions), 4 (Payment), 7 (Confidentiality), 8 (Intellectual Property), 10.3 (Disclaimer), 11.5 (Effects of Termination), 12 (Indemnification), 13 (Liability), and 15 (Miscellaneous).

12. Indemnification.

12.1.1. Customer Indemnification Obligations.

12.1.2. Unless prohibited by applicable law, the Customer will defend CURBON TRADING and its Affiliates and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from:

12.1.3. any Customer Indemnified Materials; or

12.1.4. The Customer's or an Administrator's or a End User's use of the Services in violation of the Acceptable Use Policy or the Use Restrictions.

12.2. Remedies.

12.2.1. If CURBON TRADING reasonably believes the Services might infringe a third party's Intellectual Property Rights, then CURBON TRADING may, at its sole option and expense:

12.2.1.1. procure the right for Customer to continue using the Services;

12.2.1.2. modify the Services to make them non-infringing without materially reducing their functionality; or

12.2.1.3. replace the Services with a non-infringing, functionally equivalent alternative.

CURBON TRADING shall notify the Customer within 10 (ten) days where an event in terms of clause 12.2.1 occurs.

12.2.2. If CURBON TRADING does not believe the remedies in clause 12.3 are commercially reasonable, then CURBON TRADING may Suspend or terminate the impacted Services.

12.3. Sole Rights and Obligations.

Without affecting either party's termination rights, this clause 12 (Indemnification) states the parties' sole and exclusive remedy under this Agreement for any third party allegations of Intellectual Property Rights Infringement covered by this Section 12 (Indemnification).

13. Liability.

13.1. Limited Liabilities.

13.1.1. To the extent permitted by applicable law and subject to clause 13.2 (Unlimited Liabilities), neither party will have any Liability arising out of or relating to the Agreement for any:

13.1.1.1. lost revenues, profits, savings or goodwill; or

13.1.1.2. indirect, special, incidental, consequential, or punitive damages.

13.1.2. In the event of a Customer, an Administrator, or a End User's use of the services (or any part thereof) results in legal proceedings brought against CURBON TRADING, CURBON TRADING retains the

right to join the Customer as a party to the proceedings and the Customer shall undertake all reasonable steps to indemnify and hold CURBON TRADING harmless from an adverse order against it.

13.2. Unlimited Liabilities.

Nothing in the Agreement excludes or limits either party's Liability for:

- 13.2.1. death, personal injury or tangible personal property damage resulting from its negligence or the negligence of its employees or agents;
- 13.2.2. its fraud or fraudulent misrepresentation;
- 13.2.3. obligations under clause 12 (Indemnification);
- 13.2.4. its infringement of the other party's Intellectual Property Rights;
- 13.2.5. its payment obligations under the Agreement; or
- 13.2.6. matters for which liability cannot be excluded or limited under applicable law.

14. Miscellaneous.

14.1. Notices.

Each Party may provide the other with a notice in terms of this agreement by:

- 14.1.1. Sending a letter by registered post ; or
- 14.1.2. sending an email to Notification Email Address

The Customer elects the address provided on the Account and Platform, and CURBON TRADING elects its address to be support@curbon.io .

14.2. Notice will be treated as received when

- 14.2.1. 7 (seven) days after a letter is dispatched via registered post; or
- 14.2.2. the email is sent, whether or not the other party has received the email in terms of the Electronic Communications and Transactions Act 25 of 2002.

14.3. Emails.

Under this Agreement, the parties may use emails to satisfy written approval and consent requirements in terms of the Electronic Communications and Transactions Act 25 of 2002.

14.4. Assignment.

Neither party may assign the Agreement without the written consent of the other party, except to an Affiliate where:

14.4.1. the assignee agrees in writing to be bound by the terms of the Agreement;

14.4.2. the assigning party remains liable for obligations incurred under the Agreement if the assignee defaults on them; and

14.4.3. the assigning party has notified the other party of the assignment. Any other attempt to assign is void.

14.5. Change of Control.

If a Customer experiences a change of Control other than an internal restructuring or reorganization:

14.5.1. The customer will give written notice to CURBON TRADING within 30 days after the change of Control; and

14.5.2. the CURBON TRADING may immediately terminate the Agreement any time within 30 (thirty) days after it receives that written notice.

14.6. Force Majeure.

Neither party will be liable for failure or delay in performance of its obligations to the extent caused by circumstances beyond its control, including acts of God, natural disaster, terrorism, riots, or war.

14.7. Subcontracting.

CURBON TRADING may subcontract obligations under the Agreement but will remain liable to the Customer for any subcontracted obligations.

14.8. No Waiver.

Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under the Agreement and no extension of time or waiver or relaxation of any of the provisions or terms of this Agreement shall operate as an estoppel against any party in respect of its rights under this

Agreement, nor shall it operate so as to preclude such party thereafter from exercising its rights under this agreement

14.9. Severability.

If any clause (or any part) of the Agreement is invalid, illegal, or unenforceable, the remainder of the Agreement will remain in effect.

14.10. No Agency or Partnership.

The Agreement does not create any agency, partnership, quasi-partnership, or joint venture between the parties.

14.11. No Third-Party Beneficiaries.

This Agreement does not confer any benefits on any third party unless it expressly states that it does.

14.12. Governing Law.

All claims arising out of or relating to this Agreement or the Services will be governed by the Laws of the Republic of South Africa and the parties agree that any proceeding initiated in terms of this agreement shall be done in the South Gauteng High Court, of Johannesburg.

14.13. Amendments.

Except as specifically stated otherwise in the Agreement, any amendment to the Agreement must be in writing, expressly state that it is amending the Agreement and signed by both parties.

14.14. Independent Development.

14.14.1. Customer may not independently develop, alter, amend, or in any manner change any part of the Services, including any code, or acquiring any materials, services, products, programs, or technology to further such aim unless CURBON TRADING provides its express prior written consent thereto.

14.14.2. Customer specifically agrees that where the Customer or any of its affiliates further develop, alter, amend or change any part of the Services of the NISA Services, in that event such further developments, alterations, or amendments shall belong to CURBON TRADING, without any further reimbursement or right of recourse to Customer.

14.14.3. Nothing in this agreement will be construed to prohibit CURBON TRADING from independently developing, providing, or acquiring any materials, services, products, programs, or technology that are similar to the subject of the Agreement; provided that the party does not breach its obligations under the Agreement in doing so.

14.15. Entire Agreement.

The Agreement together with the Services Selection Agreement contains all terms agreed between the parties and supersedes any prior or contemporaneous agreements between the parties relating to the subject matter of this Agreement. In entering into the Agreement, neither party has relied on, and neither party will have any right or remedy based on, any statement, representation, or warranty (whether made negligently or innocently), except those expressly stated in the Agreement. The Agreement includes schedules, which are incorporated by reference into the Agreement.

14.16. Conflicting Terms.

If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: the Services Selection Agreement, the Agreement, and the URL Terms.

14.17. Counterparts.

The parties may execute this Agreement in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.

14.18. Electronic Signatures.

The parties consent to electronic signatures in terms of the Electronic Communications and Transactions Act 25 of 2002.

14.19. Data Usage and Storage

The parties consent to the fair use of all Customer, End-User, End User Data and terms of the POPI Schedule attached hereto.

14.20. Headers.

Headings and captions used in the Agreement are for reference purposes only and will not have any effect on the interpretation of the Agreement.

14.21. Costs

Each party shall bear its own costs and expenses of and incidental to the negotiation, preparation and completion of this Agreement.

14.22. Rule of Construction.

The rule of construction, that the agreement shall be interpreted against the party responsible for its drafting or preparation, shall not apply.

Agreed to without any change or amendment by clicking "I Accept" digitally on the sign-up portal and/or signature of the relevant Services Selection Agreement.

SAAS AUP Schedule

Use of the Services is subject to this acceptable use policy ("AUP").

If not defined here, capitalised terms have the meaning stated in the applicable contract between Customer, Authorised Administrators, and/or End Users ("You") and CURBON TRADING.

You agree not to, and not to allow third parties or Your End Users, to use the Services:

- to generate or facilitate unsolicited bulk commercial email;
- to violate, or encourage the violation of, the legal rights of others;
- for any unlawful, invasive, infringing, defamatory, or fraudulent purpose;
- to intentionally distribute viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature;
- to interfere with the use of the Services, or the equipment used to provide the Services, by customer, authorised administrators, and/or End Users;
- to alter, disable, interfere with or circumvent any aspect of the Services;
- to test or reverse-engineer the Services in order to find limitations, vulnerabilities or evade filtering capabilities, save where such tests/ reverse-engineering are for the purposes of improving the Services and are done with the express consent of CURBON TRADING;
- to grant multiple individuals access to an individual End User Account other than via the delegation features provided within the Services;
- to create End User Accounts assigned to business functions rather than to human beings for the purpose of sharing files within or outside of the domain;
- to resell End User Accounts or parts thereof as added into a commercial product offered to third parties;
- to record audio or video communications without consent if such consent is required by applicable laws and regulations (You are solely responsible for ensuring compliance with all applicable laws and regulations in the relevant jurisdiction(s)).

Your failure to comply with the AUP may result in immediate suspension or termination, or both, of the Services pursuant to the Agreement.

Trademark Guideline Schedule

The Parties record their consent for the use of various trademarks, logos, web pages, copyright material and such other distinctive features (Brand Features) as follows:-

- 1.

2. CURBON TRADING shall at times be entitled to display the agreed upon Brand Features on the CURBON TRADING PLUGIN and Services.
3. The Customer shall at all times be enabled to display its Brand Features on the CURBON TRADING PLUGIN and Services that its End Users have access to.
4. CURBON TRADING shall at times be entitled to display the agreed upon Brand Features on the CURBON TRADING Website and on their Social Media Accounts.
5. CURBON TRADING shall at times request a Customer to display on their social media or the Customer's website CURBON TRADING's Brand Features. The Customer reserves the right to agree to this request.
6. The Customer will be able to request that CURBON TRADING display their Brand Features on the CURBON TRADING Website and Services in certain prominent areas. CURBON TRADING reserves the right to charge a fee for this preferential advertising. Terms will be negotiated for this preferential advertising on an ah hoc basis.

Both Parties agree that no provision of this agreement shall be construed to grant any manner of transfer of Intellectual Property, exclusive use, or royalty-based license or such a similar right in terms of the Brand Features of the other party to this agreement.

Any use of either Party's Brand Features must be accompanied by a notice that clearly indicates that the CURBON TRADING Brand Features or the Customer Brand Features are trademarks or distinctive brand features of CURBON TRADING or the Customer (as the case may be).

Except as set forth above, nothing herein grants or should be deemed to grant either party any right, title or interest in or to the other party's Brand Features. The use of either party's Brand Features must at all times be to the benefit of the owner of such Brand Features.

Both parties agree not to challenge or assist others to challenge the other party's Brand Features (except to the extent such restriction is prohibited by applicable law), and both parties agree not to register or attempt to register any domain names, trademarks, trade names, or other distinctive brand features that are confusingly similar to those of the other party to this agreements.

The CURBON TRADING Brand Features are provided "as is" and CURBON TRADING disclaims any warranties either expressed or implied by law regarding the CURBON TRADING Brand Features, including warranties of noninfringement. Furthermore, because you are not being charged for use of the CURBON TRADING Brand Features, in no event shall CURBON TRADING be liable to you for the subject matter of this Agreement under any theory of liability including for any direct, indirect, incidental, special, consequential, punitive, exemplary, or other damages arising out of this Agreement or the use of the CURBON TRADING Brand Features. This limitation shall apply even if CURBON TRADING was or should have been aware or advised of the possibility of such damages and notwithstanding any failure of essential purpose of any limited remedy stated herein. Some states do not allow exclusion of implied

warranties or limitation of liability for incidental or consequential damages, so the above limitations or exclusions may not apply to you.

You may not assign your rights or delegate your obligations under this Agreement without CURBON TRADING's prior written consent. This Agreement is not intended to benefit, nor shall it be deemed to give rise to, any rights in any third party.