DEVELOPMENT AGREEMENT

entered into by

MRJ CONSULTANTS (PTY) LTD
Registration Number: 2021/980036/07

Domiciled Address: 140 Cattle Egret Road, Bondev Office Park, Eldoraigne, Centurion

Duly represented by: Riaan Jacobs
In his capacity as: Director
Electronic mail: mrj@mrj.co.za
(the Developer)

and

The Customer
as defined in the Genesis Acceptance Form,
(collectively, the **Parties** and **Party** shall mean either one of them).

1. DEFINITIONS

In addition to the terms defined above, the following definitions apply:

1.1 "**Agreement**" will mean this Software, Application and Web Development Agreement, together with all attachments, annexures and addendums thereto;

1.2 "**Application**" will mean any technological application, and all related documents;

1.3 "**Confidential Information of the Technology Platform**" will mean any proprietary information of the Developer, of whatever nature which has been, or may be obtained from the Developer, whether verbally, in writing, electronic form and/or pursuant to discussions between the Parties, or which can be obtained by examining, testing, visual inspection or analysis, relating to the Software, including but not limited to specifica tion and functionality of the Software, financial data, marketing strategies, Know-How, plans, drawings, specifications, studies, inventions or ideas, analyses and new concepts and all information designated by either party as confidential and which is not in the public domain;

1.4 "**Confidential information of the Customer**" means any proprietary information of the Customer, of whatever nature which has been, or may be obtained from the Customer such as but not limited to Customer lists, price lists and the like which is not in the public domain;

1.5 "**Copyright**" will mean all rights of copyright in terms of the Copyright Act 98 of 1978, whether existing now or in the future, in relation to the Software, including but not limited to programs, source code, software, sketches, drawings, specifications, databases, referrals, advertisers, designs relating thereto, artistic works, literary works, broadcasts, published editions and photographic works;

1.6 "**Copyrighted Works**" means the published edition, artistic and literary works pertaining to any and all designs created and developed relating to the Software and its related concepts, whether directly or indirectly, including but not limited to written information in any material format, ideas, concepts, related development, applications, Webs, source code, software, marketing and advertising materials, marketing strategies, financial data, price lists, catalogues development and production thereof;

1.7 "**Deliverables**" will mean each phase and element which forms part of the Software, Application and Web;

1.8 "**Effective date**" will be the date of first engagement;

1.9 "**Intellectual Property**" means without limitation, all patents, trademarks, designs, design rights, copyright (including all copyright in any designs and computer software), source codes, proprietary material, know-how, ideas, concepts, trade secrets, methods, techniques, rights in databases, Confidential Information and all other intellectual property rights and rights of a similar character whether registered or capable of registration, rights in the nature of any of the aforesaid items in any country or jurisdiction and all applications and rights to apply for protection of any of the same;

1.10 "**Know-How**" means all confidential and technical information of whatever nature relating to the operation of the Software and related Intellectual Property, including without limitation all information contained in any documentation, together with unrecorded information known to employees or individuals associated with the Customer. Technical Information will include all source code specifications, methods of processing, presentation, implementation and formulae developed by the Developer. It will further include Software, and its exploitation including trade secrets, technical information, business techniques, designs, specifications, formulae, systems, processes and marketing and business information;

1.11 "**Personal Information**" has the meaning given in the Protection of Personal Information Act 4 of 2013 (POPI);

1.12 "**Specifications**" has the meaning given to it in section 3.1;

1.13 "**Trademarks**" means the Trade Marks or Trade Mark applications belonging to the Parties together with such future Trade Marks; all current and/or future common law Trade Marks belonging to the Parties; and any other Trade Marks, whether registered or not, from time to time;

1.14 "**Technology Platform**" and/or "**Software**" means the Developer's Technology Platform and Software, data, ideas, functionality and services as per materials disclosed by the Service Provider, including but not limited to all specifications and functionality of the Technology Platform Web, application, Software source code, financial data, marketing strategies, Know-How, plans, drawings, specifications, referral specifications, studies, inventions or ideas analyses and new concepts;

1.15 "**Web**" will mean the Web for the Customer as developed and created by the Developer for the Customer, in relation to the Application and Software, Application and/or Web.

2. SOFTWARE, APPLICATION AND WEB DEVELOPMENT SERVICES

2.1 The Customer engages the Developer, and the Developer agrees, to perform services for the Customer to develop, deliver, install, support and maintain Software, in accordance with the terms of this Agreement and the Developer's Standard Terms and Conditions (**ST & Cs**).

2.2 Except as set forth below, all elements of all Deliverables will be exclusively owned by the Developer and any input from the Customer will be considered assigned to the Developer. Except as set forth below, the Developer will exclusively own all Copyrights and all other Intellectual Property rights in the Deliverables and Software. It is under stood and agreed that additional materials added to the Software, in the future by the Developer, will belong exclusively to the Developer.

2.3 In the event that any portion of any Deliverable (including the entirety thereof) constitutes a pre-existing work for which the Customer cannot grant to the Developer the rights set forth in this clause, the Customer will specify:

2.3.1 the nature of such pre-existing work;
2.3.2 its owner;
2.3.3 any restrictions or royalty terms applicable to the Customer's use of such pre-existing work or the Customer's exploitation of the Deliverable as a derivative work thereof; and
2.3.4 the source of the Developer's authority to employ the pre-existing work in the preparation of the Deliverable.

2.4 The works set forth in clause 2.3, will be referred to as "**Pre-existing Works**". The only pre-existing works that may be used in the construction of any Deliverable are the pre-existing Works specified above.

3. DEVELOPERS DUTIES AND RESPONSIBILITIES

3.1 The Customer hereby retains the services of the Developer to design, develop and/or host the Software for the Customer, in accordance with the proposal submitted by the Developer to the Customer and all related documents (**the Specification Documentation**), a copy of which is attached hereto as **Genesis Acceptance Form** and each of its updated modules from time to time as per the version history, and the terms of which are expressly incorporated herein by reference.

3.2 The Customer will define the specifications, requirements, and deliverables (**the Specifications**), with input from the Developer, from time to time.

3.3 The Developer will design, develop, install, and implement the Software, in accordance with the Specifications and Specification Documentation.

3.4 The Developer will use all efforts to deliver the Software to the Customer, by no later than the agreed deadline dates specified in the Specification Documentation or as soon as commercially practicable in accordance with the Specifications.

3.5 The Developer undertakes to comply with all relevant laws and legislation as well as the Customer's privacy policies from time to time.

4. ACCEPTANCE

4.1 If the Developer, delivers the Software, in accordance with the Specifications, then the Developer will be deemed to have completed its delivery obligations.

4.2 If the Developer, fails to deliver the Software after spec testing and the Software has material flaws, in accordance with the Specifications, the Customer will detail in writing its grounds for rejection. In that case, the Developer will promptly and within 60 (sixty) business days or as otherwise agreed between the Parties, correct the Software, in which case upon delivery of the corrected Software, the process of acceptance testing will restart. Any immediate bugs will be fixed within 21 (twenty-one) business days from receiving the Customer's notice and details.

4.3 If the Developer's corrections, fail to deliver the Software, in accordance with the time lines above, then the Parties adjust the Specifications accordingly, together.

5. CHANGE ORDERS

5.1 The Customer may request reasonable changes to the Specifications, for an additional and agreed fee.

5.2 If the proposed change will, in the Developer's reasonable opinion, require a delay in the delivery of the Software, or result in additional expense, then the Customer and the Developer will confer and agree on the correct and suitable cost and expense. The Customer may in that case elect to either:

5.2.1 withdraw its proposed change, or
5.2.2 require the Developer to deliver the Software with the proposed change, subject to the delay or additional expense or both.

5.3 Acceptance Testing, the testing of Deliverables undertaken by the Customer with or without the assistance or participation of the Developer, in order to determine whether or not Deliverables meet their Acceptance Criteria.

6. TRAINING

6.1 The Developer will provide the Customer with such training as the Parties may reasonably agree, for the training fee agreed between the Parties.

6.2 The Developer will conduct the training on the dates and at the locations that the Parties agree upon.

6.3 The Parties will agree, in due course, on the current and future training and costing requirements of the users on the Software.

7. SUPPORT AND MAINTENANCE

The Developer and the Customer will conclude separate and customise License Agreement Maintenance and Support Agreements, as necessary.

8. FEES AND EXPENSES

8.1 The Customer will pay the Developer as agreed in the Specification Documentation and quotation.

8.2 The Developer will consult with the Customer on any expenses incurred in developing the Software, and the Customer will reimburse the Developer for all reasonable expenses.

8.3 All fees under this Agreement will be due and payable in full to the Developer no later than 7 (seven) days or as agreed after the date of the Developer's invoice, or as agreed between the Parties.

8.4 Any amount not paid when due will bear interest from the due date until paid at a rate equal to prime rate of interest.

8.5 If any other agreement or document is made available to the Developer by the Customer and contravenes the terms and conditions of this Agreement, this Agreement will prevail.

9. TERM

9.1 This Agreement will begin on the Effective Date and continue until the Developer has performed and delivered all its obligations under this Agreement and the Specification Documents, unless terminated earlier, in terms of this Agreement.

9.2 Any ongoing development by the Developer will continue as agreed between the Parties and in the Maintenance, License or Service Level Agreement.

10. WARRANTIES AND REPRESENTATION

The Developer represents and warrants to the Customer as follows, acknowledging that the Customer is relying on these representations and warranties:

10.1 The Customer's use of the Software will not infringe upon the intellectual property, contractual, or other proprietary or personal rights of any person.

10.2 The Developer warrants that the functions contained in the Software will meet the Customer's reasonable requirements or operate in the combination desired by the Customer. The Developer does not and will not be liable for any warranties other than those expressly included in this Agreement.

11. ACKNOWLEDGEMENTS

11.1 Nothing contained in this Agreement creates a partnership, joint venture, employer/ employee, principal-and-agent, or any similar relationship between the Parties.

11.2 The Parties acknowledge that the development of the Software is Copyrighted Works within the meaning of the Copyright Act of 1976, as amended on one or more occasions, and that the Software will be the Developer's sole property.

11.3 The Developer may collect and use technical information gathered as part of its support services but may only use this information to improve its products and services. The Developer will not disclose any of this information in a form that personally identifies the Customer.

12. CONFIDENTIALITY

12.1 During the term of this Agreement and indefinitely thereafter, the Parties will hold all Confidential Information of the Developer and the Customer, respectively in confidence in accordance with the terms of this Agreement.

12.2 The Parties will use the Confidential Information in accordance with, and solely for the purpose of providing its services under, the terms of this Agreement and any non-disclosure agreement signed from time to time with the Customer and its Customers.

13. TERMINATION

13.1 Either Party may terminate this Agreement for any reason upon 90 (ninety) days' Notice to the other Party. If development has begun, the Developer will be entitled to charge a reasonable early termination penalty.

13.2 Termination for Cause. If either Party:

13.2.1 commits a material breach or material default in the performance or observance of any of its obligations under this Agreement, and

13.2.2 the breach or default continues for a period of 21 (twenty-one) days after delivery by the other party of written notice reasonably detailing such breach or default, then the non-breaching or non-defaulting party may terminate this Agreement, with immediate effect, upon written notice to the breaching or defaulting party.

13.2.3 The Customer will pay the Developer for all services rendered and work performed up to the effective date of termination, unless the Customer has terminated for cause, in which case it will only be required to pay fair value. The Developer will provide the Customer with an invoice for its fees within 30 (thirty) days of the effective date of the termination, and the Customer will pay the invoice within 30 (thirty) days of receipt of the invoice.

14. INTELLECTUAL PROPERTY

14.1 All Intellectual Property Rights in all Confidential Information disclosed by one Party to the other and in all media comprising such Confidential Information shall as between the Parties remain the property of the disclosing Party and nothing in the ST & CS shall be taken to represent an assignment or grant of other rights in or under such Intellectual Property Rights.

14.2 All Intellectual Property rights belonging to a Party prior to the execution of the Agreement or ST & Cs shall remain vested in that Party.

14.3 None of the Intellectual Property rights in either Party's trademarks and brands shall be used without that Party's prior written consent.

14.4 The Developer, and its affiliates, will retain all Intellectual Property rights in Technology

Platform. The Developer hereby grants, and will procure that its affiliates grant, to the Customer a royalty-based, non-exclusive, non-transferable licence to use the Technology Platform to the extent necessary to receive the Services during the term of the ST & CS and Agreement.

14.5 The Developer and its affiliates will retain all Intellectual Property rights in the deliverables. The Developer hereby grants, and will procure that its affiliates and agents grant, to the Customer a royalty-based, non-exclusive, non-transferable, perpetual licence to use the Deliverables.

14.6 The Customer may in its sole discretion, in writing, authorise the use by the Developer, the Customer in marketing, advertising and promotional material by the Developer.

15. DISPUTE RESOLUTION

15.1 Where a statutory or accredited ombud has, all disputes falling under the jurisdiction of said ombud shall be referred to the ombud for a recommendation.

15.2 Where there is no ombud as contemplated in 15.1, an Alternative Dispute Resolution Agent referred to herein shall be appointed to mediate the dispute or, by agreement between the Customer and the Developer, the dispute will be referred to arbitration as contemplated in 15.3 to 15.6 below.

15.3 The Developer and the Customer may agree to refer any dispute arising from or in connection with this agreement to arbitration, which arbitration shall be final and binding on both the Developer and the Customer and shall only be subject to Review by the High Court if one of the established grounds for review exists and under no circumstances shall the arbitrator's decision be appealed to the High Court or any other body.

15.4 When the Developer and the Customer have agreed to refer the matter to arbitration in terms of 13.3 above, in the interests of a speedy and cost effective resolution of the dispute, a short form or expedited form of arbitration shall be adopted and the rules of the arbitration shall not require that any party prepare and file any documents in a form identical to or similar to that of court pleadings and Heads of Argument. This informality shall not detract from the onus to commence and the burden of proof which shall follow the High Court practice in this respect.

15.5 The arbitrator must be a person agreed upon by the parties and shall at least hold a tertiary qualification in the technical field of the dispute, except where the dispute relates predominantly to the interpretation of this agreement or any law, regulation, or by-law, in which case the appointed arbitrator shall have at least 10 years of practical experience as an attorney in private practice or as an advocate of the High Court.

15.6 Failing the agreement on the appointment of an arbitrator or the rules of the arbitration, an arbitrator must be appointed by the Arbitration Foundation of South Africa (**AFSA**), who shall then finally resolve the dispute in accordance with the rules of the AFSA.

16. GENERAL

16.1 This Agreement contains all the terms agreed to by the Parties relating to its subject matter. It replaces all previous discussions, understandings, and Agreements.

16.2 This Agreement may only be amended by a written document signed by both Parties.

16.3 The Developer may assign this Agreement or any of its rights under it. The Customer may not assign this Agreement or any of its rights without notice or the need for the Developer's consent.

16.4 The rights and remedies available to the Parties under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

16.5 If any part of this Agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

16.6 A party's failure or neglect to enforce any of the rights under this Agreement will not be deemed to be a waiver of that party's rights.

16.7 This Agreement will be governed by and construed in accordance with the laws of the Republic of South Africa.

16.8 The headings used in this Agreement and its division into sections and other subdivisions do not affect its interpretation.

16.9 This Agreement may be signed in any number of counterparts, each of which is an original and all of which are taken together from one single document.

10.