

**LICENSE USE  
STANDARD TERMS AND CONDITIONS**

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  
**(Service Provider)**

and

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

## 1. DEFINITIONS AND INTERPRETATIONS

In this agreement, the following expressions will, unless otherwise stated, or inconsistent with the context in which they appear, bear the following meanings:

- 1.1 **"Agreement"** means this Intellectual Property and Technology Platform License Agreement and all Annexes hereto;
- 1.2 **"Business Day"** means any other day, other than a Saturday, Sunday or gazetted national public holiday in the RSA;
- 1.3 **"Commencement Date"** means, the date stipulated in the Genesis Acceptance Form;
- 1.4 **"Confidential Information"** means any proprietary information of the Licensor, of whatever nature which has been, or may or will be obtained by the Licensee, 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, including but not limited to business connections, specification, trade secrets, know-how financial data, marketing strategies, business plans, drawings, client lists, price lists, 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;
- 1.5 **"Copyright"** means all rights of copyright owned by the Licensor, as defined in the Copyright Act 98 of 1978, and all copyrighted works comprised in the Technology Platform;
- 1.6 **"Intellectual Property"** means collectively, the Copyright, the Technology Platform, the Confidential Information, the know-how and the trade secrets;
- 1.7 **"License"** means the Intellectual Property and Technology Platform license granted from the Licensor to the Licensee in terms of this Agreement;
- 1.8 **"Licensor"** means MRJ Consultants Close Corporation, with registration number 1996/03446/23 and having registered address at 140 Cattle Egret Road, Bondev Office Park, Eldoraigne, Centurion;
- 1.9 **"Licensee"** means the user of the Technology Platform and/or Software;
- 1.10 **"Licensor"** means MRJ Consultants (PTY) LTD, located at 140 Cattle Egret Road, Bondev Office Park, Eldoraigne, Centurion;
- 1.11 **"Master SLA"** means the service level agreement between the Licensee and the Licensor for the provision of services. The services in the Master SLA include, inter alia, web and application development, maintenance, support and Technology Platform and Intellectual Property;
- 1.12 **"Party"** means either the Licensor or Licensee and "Parties" shall mean both of them collectively;
- 1.13 **"Prime Rate"** means the public quoted basic rates of interest (percent, per annum, compounded monthly in arrears) from time to time published by ABSA (or its successor

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in title) as being its prime overdraft rate as certified by any manager of such bank whose appointment and designation need not be proved;

- 1.14 **"Products"** mean all products falling within the scope of the specification of the goods in respect of which that Technology Platform has been registered, or in respect of which application for registration of the Technology Platform has been made, as the case may be;
- 1.15 **"Services"** means all services falling within the scope of the specification of services in respect of which that Technology Platform has been registered, or in respect of which application for registration of that Technology Platform has been made, as the case may be;
- 1.16 **"Term"** means this Agreement will begin on the Effective Date and continue until the Company has performed and delivered all its obligations under this Agreement and the Specification Documents, unless terminated earlier, in terms of this Agreement.
- 1.17 **"Territory"** means the Republic of South Africa (RSA);
- 1.18 **"Technology Platform"** and/or **"Software"** means the Licensor's Technology Platform and Software, data, ideas, functionality and services as per materials disclosed by the Service Provider, including but not limited to all specification 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.
- 1.19 Reference to: (i) one gender includes the others; (ii) the singular includes the plural and the plural includes the singular; (iii) a person includes a body corporate; (iv) a Party includes the Party's executors, administrators, successors and permitted assigns; and (v) a thing includes the whole and each part of it separately.
- 1.20 References to a person include a natural person, company, close corporation or any other juristic person or other corporate entity, a charity, trust, partnership, joint venture, syndicate, or any other association of persons;
- 1.21 If a definition imposes substantive rights and obligations on a Party, such rights and obligations shall be given effect to and shall be enforceable, notwithstanding that they are contained in a definition;
- 1.22 Where any number of days is prescribed, those days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which event the last day shall be the next succeeding Business Day;
- 1.23 Where the day upon or by which any act is required to be performed is not a Business Day, the Parties shall be deemed to have intended such act to be performed upon or by the next succeeding Business Day;
- 1.24 Any provision in this Agreement which is or may become illegal, invalid or unenforceable in any jurisdiction affected by this Agreement shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be treated as having not been written (i.e pro non scripto) and severed from the balance of this Agreement,

without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction;

- 1.25 The rule of construction that if general words or terms are used in association with specific words or terms which are a species of a particular genus or class, the meaning of the general words or terms shall be restricted to that same class (i.e the eiusdem generis rule) shall not apply, and whenever the word "including" is used followed by specific examples, such examples shall not be interpreted so as to limit the meaning of any word or term to the same genus or class as the examples given.
- 1.26 Each of the provisions of this Agreement has been negotiated by the Parties and drafted for the benefit of the Parties, and accordingly the rule of construction that the contract shall be interpreted against or to the disadvantage of the party responsible for the drafting or preparation of the agreement (ie the contra proferentem rule), shall not apply.
- 1.27 The headings to the clauses of this Agreement are for reference only and will not affect the interpretation of this Agreement.
- 1.28 Any schedules and annexures to this Agreement will form part of this Agreement as set out in the body of this Agreement and any reference to this Agreement will include the schedules and annexures hereto.

## **2. INTRODUCTION**

- 2.1 The Licensor is the owner and proprietor of the Technology Platform and the Intellectual Property.
- 2.2 It is the desire and intention of the Parties that the Licensee be permitted to use of the Technology Platform and Intellectual property, in relation to the Products and Services, to according to the terms and conditions set out in this Agreement.
- 2.3 The Licensee will be entitled to sub-license the License to its subsidiaries listed in Annexure A in accordance to this Agreement.

## **3. GRANT OF LICENSE**

- 3.1 The Licensor hereby grants to the Licensee and its specified subsidiaries the License, who hereby accepts, upon the terms and conditions contained in this Agreement, the unexclusive License for the Term and in the Territory to use the Technology Platform and Intellectual property in relation to the Products or the Services.
- 3.2 The Licensor shall be required to maintain and preserve the Technology Platform and Intellectual Property and shall be entitled to sell, donate, transfer, encumber, assign, cede or otherwise dispose of or deal with the Technology Platform or Intellectual Property without the prior consent of the Licensee, unless it will materially influence the contract and impact on the Customer.

- 3.3 The Licensor shall grant to any person, other than the Licensee or its subsidiaries, any license, right to use of any other right in respect of the Technology Platform or Intellectual Property without the prior consent of the Licensee, as this is not an exclusive License.

#### **4. TERM OF THIS AGREEMENT**

- 4.1 This Agreement will commence on the Commencement Date and, unless terminated sooner in accordance with the provisions of this Agreement, will endure for the Term.

#### **5. CONSIDERATION**

- 5.1 The Licensee undertakes to pay the Licensor a monthly royalty fee in the amount stipulated in the Genesis Acceptance Form, exclusive of VAT (the monthly royalty fee).
- 5.2 The Licensor will invoice the Licensee for the monthly royalty fee before the 25th of each month and the Licensee will pay the monthly royalty fee by the 30th of that month from receipt of the invoice.
- 5.3 The invoice mentioned in clause 5.2 above will make provision for the tax on the monthly royalty fee and the Licensor shall be entitled to deduct such tax from the monthly royalty fee in accordance with applicable legislation.
- 5.4 The monthly royalty fee will be subject to an annual escalation rate in accordance with at least the Consumer Price Index (CPI) with effect from the first anniversary date of the Commencement Date or as agreed between the Parties.

#### **6. QUALITY CONTROL**

The Licensee will assist the current subsidiaries, regulated through the Master SLA ensuring that:

- 6.1 The Products processed, stored or supplied by it and the Services rendered by it, are of high quality in all respects and the Licensee will ensure that the Master SLA with the current subsidiaries regulates that such Products and Services comply in all respects with such specifications, directions and standards of quality as the Licensor and/or any governmental or regulatory authority in the Territory may specify from time to time;
- 6.2 Obtain and maintain in force all necessary consents, licenses, authorisations and approvals in respect of the Products and the Services;
- 6.3 That the current subsidiaries are processing, storage and the rendering of the Services with all due skill, care and diligence; and
- 6.4 Permit the Licensor and its agents and representatives, at all reasonable times, to enter any place where any Product is processed, stored or supplied or where any Services are rendered, for the purpose of inspecting, maintaining, upgrading, and/or testing the

same and of checking the Services and the Products and their method of processing, packaging and storage in order to ascertain whether there is compliance with the provisions of this Agreement.

## **7. USE OF THE TECHNOLOGY PLATFORM**

The Licensee will ensure that its subsidiaries and in terms of the Master SLA:

- 7.1 Include all appropriate legal notices on all service levels, maintenance and support required relative thereto, as required by Licensor;
- 7.2 Use of the Technology Platform will strictly be in the form that they are intended to be as stipulated from time to time by the Licensor;
- 7.3 Observe any directions given by the Licensor (whether as to functions, design, layout, size, colour, wording prominence or otherwise) in respect of the Technology Platform and of their manner in relation to the Products or Services and in respect of use of the Technology Platform;
- 7.4 Effect such additions and/or alterations and/or variations to the Technology Platform or the Products or any other documentary material to be used in relation to the Products or the Services as may from time to time be required by the Licensor in its sole and absolute discretion;
- 7.5 Not use any other third party technology platform or in addition to the technology platform upon or in relation to the Products or the Services except with the prior written consent of the Licensor;
- 7.6 Make use of the Intellectual Property only for the purposes authorised in terms of this Agreement and the Master SLA and shall not do or omit to do anything, or permit any thing to be done, to prejudice the validity of the Intellectual Property. Without derogating from the generality of the foregoing, the Licensee and/or the current subsidiary shall not use the Technology Platform in any manner which may result in their becoming generic, or which may cause harm to, or reduce the value of, or result in the dilution or loss of distinctiveness of, or detrimentally affect the goodwill attaching to, the Technology Platform or which may confuse, deceive or mislead the public in any way or which may otherwise adversely affect the good name, reputation or image of the Licensor;
- 7.7 Shall not, without the prior written consent of the Licensor, adopt or use upon or in relation to the Products or the Services or any similar products or services, any Technology Platform, name or style resembling the Technology Platform or any of them or which might tend to cause confusion or deception by reason of its similarity with the Technology Platform or any of them;
- 7.8 Acknowledges and agrees that the benefit of all use of the Technology Platform will at all times inure for the benefit of the Licensor whom the Licensee and/or the current subsidiaries acknowledge as the proprietor of the Technology Platform and other Intellectual Property;

- 7.9 Will not at any time, whether during the Term or thereafter, apply anywhere in the world to duplicate any Technology Platform or Software identical to the Technology Platform or so nearly resembling the Technology Platform as to be likely to deceive or cause confusion, or apply anywhere in the world to register any other item of Intellectual Property identical or substantially similar to any item of the Intellectual Property, without the prior written consent of the Licensor.
- 7.10 The Licensor shall not do or omit to do anything, or permit anything to be done, to prejudice the validity of the Intellectual Property.

## **8. TITLE TO THE INTELLECTUAL PROPERTY**

- 8.1 The Licensee acknowledges that all rights, title and interest in and to each item of the Intellectual Property vests in the Licensor and that it has no claim of any nature in and to any part of the Intellectual Property.
- 8.2 The Licensee will not at any time during or after termination or cancellation of this Agreement dispute the validity or enforceability of any part of the Intellectual Property or any right comprised therein, or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of that right, title and interest and will not counsel or assist any other person to do so.

## **9. REGISTERED USER**

- 9.1 By signing the Genesis Acceptance Form, the Licensee is hereby a registered user of the Technology Platform and/or Software and each subsidiary/ies in Annexure A.
- 9.2 The Licensee undertakes to take all such steps and actions as the Licensor may require or as may direct in this regard. In the event of any inconsistencies between the provisions of this Agreement and the Master SLA, the provisions of this Agreement will prevail.

## **10. INFRINGEMENTS**

- 10.1 If either Party learns of any infringement or threatened infringement of any item of the Intellectual Property or of any action detrimental to any item of Intellectual Property or of any third party allegation that the Technology Platform are liable to cause deception or confusion to the public, it will forthwith and without delay notify the other Party in writing giving full particulars of such circumstances and neither Party will make any comment or admission to any third party in respect of such circumstances without the other Party's prior written consent.
- 10.2 The Licensor will have the right to conduct all proceedings relating to the Intellectual Property and will following consultation and by agreement with the Licensee, decide

what action (including litigation, arbitration or compromise) if any to take in respect of any infringement or alleged infringement of the Intellectual Property or passing-off or any other claim or counterclaim brought or threatened in respect of the use of the Intellectual Property.

- 10.3 The Licensee will at the request of the Licensor give its full co-operation to the Licensor in any action, claim or proceedings brought or threatened in respect of the Intellectual Property or any part thereof in accordance with the provisions of this clause 10 and the Licensor will meet any reasonable expenses incurred by the Licensee and/or the current subsidiaries in giving such assistance.

## **11. INDEMNITY BY LICENSEE**

- 11.1 The Licensee and its subsidiaries hereby indemnify and hold the Licensor harmless against all costs, expenses, damages, claims, liabilities and proceedings arising as a result of or in connection with any use by the Licensee of any deliverable of the Technology Platform or Intellectual Property or any use or dealing by the Licensee in the Products or Services under or by reference to the Technology Platform or any item of Intellectual Property in contravention of any provisions of this Agreement .

## **12. MAINTENANCE OF TECHNOLOGY PLATFORM**

- 12.1. The Licensor will throughout the Term, maintain the Technology Platform in terms of the Master SLA in force as at the Commencement Date.

## **13. BREACH AND TERMINATION**

If a Party:

- 13.1 Fails to pay any amount by due date and fails to make payment within 10 (ten) days of (breach) written notice to do so;
- 13.2 Breaches any other provision of this Agreement and fails to remedy the breach within 10 (ten) days of written notice to do so, provided that:
- 13.2.1 if the breach can reasonably be remedied within a shorter period the Party giving notice may specify that shorter period in the notice and the Party in default will remedy the breach within that period;
- 13.2.2 if the breach cannot reasonably be remedied within 10 (ten) days, the Party will be entitled to an extension, not exceeding a further 60 (sixty) days to remedy the breach on condition that the Party in default provides evidence to the reasonable satisfaction of the other Party within the 10 (ten) days that effective steps to remedy the breach have been initiated and continues to provide such evidence on an ongoing basis that the steps are being expeditiously pursued;

- 13.2.3 take steps to deregister itself or is deregistered unless for purposes of restructuring and/or reorganisation of itself; commits an act of insolvency as defined in the Insolvency Act as amended from time to time, or, being a corporate body, commits an act which would be an act of insolvency if committed by a natural person unless for purposes of restructuring and/or reorganisation of itself; then the Party will be in default.
- 13.3 Is in default, the other Party (the aggrieved Party) will be entitled, in addition, to all other remedies at law, to:
- 13.3.1 cancel the Agreement, in which event the aggrieved Party may retain all monies paid by the Party in default or claim damages;
- 13.3.2 if the aggrieved Party elects to claim damages, the aggrieved Party may retain all monies paid by the Party in default pending determination of the amount of the damages; or
- 13.3.3 uphold the Agreement in which event the full balance owing and all other obligations owed by the Party in default will, at the option of the aggrieved Party, become immediately due, payable and enforceable.
- 13.4 Is in default and the default is of a continuing nature or if a Party is in breach of any provisions of this Agreement and has been given written notice to remedy the breach, the aggrieved Party:
- 13.4.1 may suspend performance of the aggrieved Party's obligations during the default or breach; and
- 13.4.2 will be entitled to a reasonable additional period for the performance of the aggrieved Party's obligations.
- 13.5 Termination of this Agreement by the Licensor will be without prejudice to any existing rights and/or claims that the Licensor may have against the Licensee.
- 13.6 Subject at all times to clause 4, in the event of the termination of this Agreement, howsoever arising:
- 13.6.1 the Licensee will cease forthwith to use the Intellectual Property;
- 13.6.2 the Licensee will, within 20 (twenty) Business Days deliver up to the Licensor all Intellectual Property together with all documents, packaging, advertising, promotional or other material and all copies thereof containing any reference to the Technology Platform or containing any of the Intellectual Property, in the possession, custody or control of the Licensee;
- 13.6.3 the Licensor will be entitled to request the Registrar of Technology Platform in the Territory to cancel any registrations of the Licensee as a registered user of the Technology Platform and the Licensee will upon demand by the Licensor cooperate and do any and all acts and things and execute all such documents as may be necessary to procure such cancellations;
- 13.6.4 if applicable, the Licensee will forthwith change its corporate name and trading style to a name not including the Technology Platform or any of them or anything confusingly similar thereto and will file all necessary documentation and pay all necessary fees to record such change of name at the relevant office in the

relevant Territory;

13.6.5 the Licensee will not do or omit to do any act after the expiry or termination of this Agreement which might reasonably lead any person to believe that the Licensee is still licensed to use the Intellectual Property or any part thereof;

13.6.6 all provisions of this Agreement which in order to give effect to the meaning needs to survive its termination will remain in full force and effect after termination.

## **14. FORCE MAJEURE**

14.1. To the extent any incident or circumstance beyond the Licensor's control (including but not limited to natural occurrences, war, strikes, lock-outs, shortages of raw materials and energy, obstruction of transportation, breakdown of manufacturing equipment, fire, explosion, acts of Government, power outage or shortage), reduces the availability of Services or goods, such that the Licensor cannot fulfill its obligations under this Agreement, and the Licensor has informed the Licensee accordingly and without delay, the Licensor shall: (i) be relieved from its obligations under this Agreement to the extent that the Licensor is prevented from performing such obligations and (ii) have no obligation to procure Services from other sources. If the aforementioned occurrences last for a period of more than 3 (three) months, the Licensor is entitled to withdraw from this Agreement without the Licensee having any right to compensation.

## **15. DISPUTE RESOLUTION**

15.1. Where a statutory or accredited ombud has jurisdiction, 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 Licensor and the Licensee, the dispute will be referred to arbitration as contemplated in 15.3 to 15.6 below.

15.3. The Licensor and the Licensee 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 Licensor and the Licensee and shall only be subject to Review by the High Court if one of the established grounds for review exist and under no circumstances shall the arbitrator's decision be appealed to the High Court or any other body.

15.4. When the Licensor and the Licensee have agreed to refer the matter to arbitration in terms of 15.3 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 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 Southern Africa (AFSA), who shall then finally resolve the dispute in accordance with the rules of the AFSA.

## **16. ADDRESSES AND NOTICES**

- 16.1 Any written notice in connection with this Agreement may be addressed to the details of the Licensor and Licensee, respectively, reflecting on the Genesis Acceptance Form.
- 16.2 Notice will be deemed to have been duly given:
- 16.2.1 7 (seven) days after posting, if posted by registered post to the Party's address on the cover page;
  - 16.2.2 on delivery, if delivered to the Party's physical address;
  - 16.2.3 if sent electronically, on the day of successful transmission thereof.
- 16.3 The Parties choose the physical address at which documents in legal proceedings in connection with this Agreement may be served (their domicilia citandi et executandi), as reflected on the cover page of this Agreement.
- 16.4 A Party may change that Party's address for this purpose to any other address in the Republic of South Africa, by notice in writing to that other Party.

## **17. CESSION**

- 17.1 Save for the sub-license of its rights and obligations in respect of the Technology Platform and Intellectual Property to the Licensee's current or future subsidiaries, the Licensee will not be entitled to cede any of its rights or to delegate any of its obligations arising out of or relating to this Agreement of the Licensee without the prior written consent of the Licensor.

## **18. COUNTERPARTS**

- 18.1 This Agreement may be executed in counterparts, each of which will be an original and which together constitute the same agreement.

## ANNEXURE A- DETAILS OF LICENSE

1. the Customer and its Subsidiaries and Affiliates, collectively referred to as "the Customer":

<b>Subsidiaries Licenses:</b>	Name:
	Address:
	Email: