

DataEQ Crowd member terms and conditions (“Terms”)

1. **Liability**

- 1.1 These terms of use contain provisions which limit DataEQ’s exposure to legal liability. Some of these provisions do have the effect of limiting your rights in law and conferring obligations on you by virtue of your agreement to these Terms.
- 1.2 It is therefore important that you familiarise yourself with these provisions before using the DataEQ Service and refrain from using the DataEQ Service if you do not agree to abide by these provisions.
- 1.3 It is also important that you familiarise yourself and understand the Non-Disclosure Agreement (NDA) as part of these terms. Any user of the DataEQ Service platform found in breach of these Terms and/or NDA can be held financially liable for any loss or damage to DataEQ and/or its clients and/or the Group.

2. **Legal age and capacity**

- 2.1 You may **not** use the DataEQ Service and may **not** accept these Terms if you:
 - 2.1.2. are under the age of 18; and/or
 - 2.1.3 lack the legal capacity to enter into a binding contract with DataEQ; and/or
 - 2.1.4 require the consent of a guardian or parent to agree to these Terms and fail to obtain that consent; and/or
 - 2.1.5 are a person who is not permitted to access or use the DataEQ Service under the laws of the Republic of South Africa or any other country including the country in which you are resident or from which you access the DataEQ Service.

3. **Binding contract**

- 3.1 These Terms are a contract between you as a Contributor and DataEQ, and govern Contributors’ use of the DataEQ Service. You may not use the DataEQ Service unless you agree to abide by these Terms so it is very important that you read these Terms and any other documents referred to in these Terms very carefully.
- 3.2 You will signify your agreement with these Terms and be bound by them if you do either of the following:
 - 3.2.1 Click to accept or agree to these Terms where DataEQ makes an option to do so available to you; or
 - 3.2.2 By using the DataEQ Service in any way, in which case you understand and agree that DataEQ will treat such usage of the DataEQ Service as your acceptance of these Terms from the moment you first begin to access the DataEQ Service.
- 3.3. Furthermore, by accepting the Terms outlined in this document, you agree to sign, submit and adhere to the DataEQ Crowd Contributor NDA.
- 3.4. If you do not agree with any provision contained in these Terms, you are not to use the DataEQ Service in any way.

4 **Changes to the agreement**

- 4.1 DataEQ reserves the right, in its sole discretion, to, and you agree that DataEQ may, amend these Terms at any time, in any way and from time to time. DataEQ will publish the amended terms of use on the DataEQ Service Website. These amendments shall come into effect immediately and automatically without prior notice to you.
- 4.2 It is your responsibility to review these Terms regularly and to ensure that you agree with any amendments to these Terms. If you do not agree with any amendments to these Terms, you may no longer access the DataEQ Service.

5 **Severability**

- 5.1 Any provision in these Terms which is or may become illegal, invalid or unenforceable shall be ineffective to the extent of such prohibition or unenforceability and shall be treated as if it were not written and severed from these Terms, without invalidating the remaining provisions of these Terms.

6 **Dispute resolution**

- 6.1 If any dispute arises between you and DataEQ regarding any provision of these Terms, or its application or termination, then you agree that both parties will attempt to resolve your dispute informally by means of joint cooperation or discussion between the parties directly involved in the dispute within five days after that dispute arises or such extended time period as both parties may agree to in writing.
- 6.2 In the event you and DataEQ are unable to informally resolve the dispute, that dispute shall be finally resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa by an arbitrator appointed by the Foundation. Arbitration proceedings shall be private (and will be recorded) and shall take place in Cape Town.
- 6.3 This clause (6) shall constitute your irrevocable consent to the arbitration proceedings, and you shall not be entitled to withdraw your consent or to claim that you are not bound by this clause (6). DataEQ may, at its discretion, waive this clause and permit the dispute to be resolved using an alternate dispute resolution process.
- 6.4 Any decision that may be made by the arbitrator:
- 6.4.1 shall be final and binding;
- 6.4.2 will be carried into effect; and
- 6.4.3 may be made an order of any court to whose jurisdiction the parties to the dispute are subject.
- 6.5 Notwithstanding what is set out above in this clause (6), nothing in this clause (6) shall be construed as precluding either party from applying to court for a temporary interdict or other relief of an urgent nature, pending the decision of the award of the arbitrator in terms of this clause (6).
- 6.6 This clause (6) is severable from the rest of these Terms and shall therefore remain in full force and effect even if this agreement is terminated or cancelled for any reason at any time.

7. Termination

- 7.1 These Terms will continue to apply until either you or DataEQ terminates these Terms on one or more of the grounds set out below.
- 7.2 You may terminate these Terms at any time by removing your profile from public view and ceasing your use of the DataEQ Service entirely. If you continue to use the DataEQ Service in any way or begin to use the Service again after ceasing to do so, you will be bound by these Terms, as amended.
- 7.3 DataEQ may at any time and in its sole discretion, terminate its legal agreement with you if:
- 7.3.1 you have breached any provision of the Terms and/or NDA (or have acted in a manner which clearly shows that you do not intend to, or are unable to, comply with the provisions of the Terms), including but not limited to suspicious rating behaviour; or
- 7.3.2 DataEQ is required to do so by law (for example, where the provision of the DataEQ Service to you is, or becomes, unlawful); or
- 7.3.3 provision of the DataEQ Service is or becomes, in DataEQ's opinion, no longer commercially viable.
- 7.4 In the event DataEQ terminates the DataEQ Service or your use of the DataEQ Service, you agree that DataEQ may implement technical measures to prevent you from making use of the DataEQ Service after termination.
- 7.5 Those provisions of these Terms which are intended to survive termination of these Terms shall do so.

8 Governing law and jurisdiction

- 8.1 The DataEQ Service is controlled and maintained from DataEQ's facilities in the Western Cape province of the Republic of South Africa. You irrevocably agree that the law of the Republic of South Africa shall govern the DataEQ Service and these Terms.
- 8.2 You consent to the jurisdiction of the Western Cape High Court, Cape Town, South Africa in respect of disputes which may arise out of your use of the DataEQ Service and these Terms.
- 8.3 You also irrevocably and unconditionally consent to the jurisdiction of the Magistrates Court even though the value of a claim which DataEQ may have against you may exceed the ordinary monetary jurisdiction of the Magistrates Court.

9. Registration

- 9.1 You are required to register if you wish to use the DataEQ Service.
- 9.2 You are required to register with the DataEQ Service using a registration form available on the DataEQ Service website and in doing so will furnish the registration data required by DataEQ.

- 9.3 When you register with the DataEQ Service you will be asked to select a username and password which you will use to secure your account.
- 9.4 You may only register once to use the DataEQ Service.
- 9.5 You may not impersonate another person and may be required to use your real identity as an identifier associated with your account.
- 9.6 Once registered you will be able to log into your account using your username and password or your relevant account information with your preferred authentication service.
- 9.7 In order to successfully complete the registration process, you are required to submit the registration data to DataEQ.
- 9.8 You warrant that the registration data is accurate, current and complete. You will be denied access to the DataEQ Service should you breach this warranty or subsequently be found to have breached this warranty.
- 9.9 You hereby consent and authorise DataEQ, and to the extent necessary, companies within the Group, to undertake the collection and further processing of your registration data (which may include your personal information) by DataEQ, in accordance with clause 18 below.
- 9.10 DataEQ may take steps to verify your registration data once you have completed the requisite registration process. You agree to this verification process and irrevocably consent to DataEQ gaining access to relevant information held by third parties which may be required to reasonably complete the verification process. You acknowledge and agree that your access to the DataEQ Service may be limited until such time as this verification process has been successfully completed.
- 9.11 Should you not agree to the verification process as contemplated above or withhold your consent, your access to the DataEQ Service, generally, may be suspended or terminated and you waive any claims you may have against DataEQ, the Group, and/or DataEQ's associates arising out of DataEQ's denial of access to you to the service.
- 9.12 DataEQ reserves the right, in its sole discretion, to approve, deny and/or suspend your registration and no correspondence in relation thereto will be entered into.
- 9.13 DataEQ may, from time to time, require additional information from you for the purpose of analysing and surveying its Crowd members in order to gain insight into who is assessing the content and/or client data. This may include requiring members to submit to psychometric testing. You acknowledge that in the event that you do not wish to submit to such analysis and/or furnish additional information to DataEQ, DataEQ shall in its sole discretion, be entitled to deactivate your account and you shall have no claims against DataEQ in relation thereto.
- 9.14 You agree that the security of your account is solely your own responsibility. You further agree that:
- 9.14.1 you are responsible for maintaining and promptly updating the registration data and any other information you furnish DataEQ with, thereby keeping it accurate, current and complete;
- 9.14.2 if you believe that information or content posted to this website infringes on any person's rights in any way, you will notify DataEQ in writing immediately;
- 9.14.3 if you believe the security of your registration on this website has been compromised in any way, you will notify DataEQ in writing immediately;

9.14.4 you shall be held fully responsible for any misuse or compromise to your account which DataEQ is not adequately notified about; and

9.14.5 DataEQ reserves the right to suspend access to your account pending an investigation and resolution if any security violations are believed to have occurred in association with your account.

10. **The DataEQ Service**

How the DataEQ Service works

10.1 DataEQ identifies and aggregates Mentions and stores them in a database.

10.2 Mentions are added to an Analysis queue and are randomly allocated to Contributors in the form of Jobs.

10.3 Contributors are then required to submit the results of their Analysis to DataEQ through the Service in a format DataEQ will prescribe.

10.4 DataEQ reserves the right to reject any Analysis should it, in DataEQ's sole discretion, not meet DataEQ's reasonable requirements.

10.5 In the event DataEQ accepts the Analysis it receives from the Contributors, the Contributors that DataEQ determines to be accurate will be paid on the basis set out below in section 17.

10.6 You recognise and agree that DataEQ may implement mechanisms allowing DataEQ and DataEQ's agents to track and rate your performance as a Contributor, and DataEQ reserves the right to collect feedback regarding your performance and to publish this feedback.

10.7 You commit to rating a minimum of 1000 (one thousand) Jobs per calendar month. In the event that you fail to achieve this, DataEQ reserves the right to deactivate your account.

10.8 You recognise and agree that DataEQ reserves the right to add or remove different types of Analysis as it sees fit and at DataEQ's sole discretion. This includes but is not limited to:

10.8.1 Topic Analysis;

10.8.2 Social media engagement analysis;

10.8.3 Traditional media analysis;

10.8.4. Author demographic analysis;

10.9. You agree that from time to time DataEQ may alter the type(s) of Analysis offered to you on the platform as DataEQ sees fit.

11. **DataEQ Content**

11.1 DataEQ grants you a personal, revocable, worldwide, royalty-free, noncommercial,

non-transferable and nonexclusive licence to access DataEQ's Content on the Service. This licence is for the sole purpose of enabling you to use the DataEQ Service, in the manner permitted by these Terms. In the event DataEQ revokes this license, you may no longer access the DataEQ Service or make any use of DataEQ's Content.

11.2 You may not (and you may not permit anyone else to) copy, modify, create an adaptation of, reverse engineer, decompile or otherwise attempt to extract the DataEQ Service's source code or any part thereof, unless this is expressly permitted or required by law, or unless we have specifically told you that you may do so, in writing.

11.3 Unless we have given you specific written permission to do so, you may not transfer, through an assignment of rights, sublicense or otherwise, your rights to use the DataEQ Service or otherwise transfer any part of your rights to use the DataEQ Service.

11.4 You acknowledge that you do not acquire any ownership rights or rights of use in or to any Content by copying, reproducing, distributing, transmitting, displaying, broadcasting or publishing that Content except where explicitly permitted to do so in writing by DataEQ.

12. **Changes to the DataEQ Service**

12.1 We may add new features and modify or even discontinue existing features without notice to you and in our sole discretion. You agree to this.

13. **Contributors**

Relationship between DataEQ and Contributors

13.1 You acknowledge and agree that you are not employed by DataEQ and shall not have any claim or entitlement to benefits afforded to DataEQ's employees.

13.2 Similarly, these Terms do not create a partnership or agency relationship between you and DataEQ and the relationship is an independent third party contractor relationship.

13.3 As a Contributor, you warrant that you have complied with and remain solely responsible for complying with all requirements of or set by the Receiver of Revenue and/or the Department of Finance (collectively "the Receiver") which may relate to your use of the Service including, but not limited to, income tax payments and hereby indemnify DataEQ and the Group, and their respective directors, members representatives and/or successors against any liability or claims in respect hereof.

14. **License to DataEQ**

14.1 As a Contributor, you grant an exclusive, perpetual, irrevocable, royalty-free License in your Intellectual Property associated with your Analysis to DataEQ.

15. **Contributor conduct**

15.1 As a Contributor, you specifically acknowledge and agree to the following:

15.1.1 you will at all times act honestly and in good faith;

15.1.2 you will not use robots, scripts or other automated methods to use the Service (including conducting Analysis) unless through a specific application programming interface supplied by DataEQ and with their express written permission;

15.1.3 you will submit all work product through the DataEQ service only;

- 15.1.4 you will not complain and/or express negative or disparaging comments about DataEQ or the DataEQ Service or its Clients or the Crowd publicly, which shall include but not be limited to social media forums such as Twitter and/or Facebook, and undertake to follow the procedure set out below in clause 22 in relation to any grievances;
- 15.1.5 you will not represent yourself as a DataEQ employee or agent;
- 15.1.6 you may not take any actions that may undermine the integrity of the Analysis feedback system;
- 15.1.7 you will only use your own account and undertake to not, under any circumstances, make use of another Contributor's account;
- 15.1.8 you may not conspire or collude with any other Contributors or Users to incorrectly process Mentions or to falsify results in any other way; and
- 15.1.9 you will treat all of your interactions with the DataEQ Crowd as highly confidential and will not discuss your activities, experience of or affiliation to the Crowd publicly including but not limited to any social media forums such as Facebook and/or Twitter.
- 15.2 You agree to adhere to generally acceptable Internet and email etiquette. In this regard, without being limited to the examples listed below, you agree not to:
 - 15.2.1 violate the privacy of any person by any means or attempt to gain unauthorised access to the DataEQ Service or any other network, including (without being limited to) through hacking, password mining or engage in any email abuse or spamming which, in turn, includes and is not limited to:
 - 15.2.1.1 the posting or crossposting of unsolicited content with the same or substantially the same message to recipients that did not request to receive such messages; and
 - 15.2.1.2 inviting people who you may be connected to using Third Party Websites to access the DataEQ Service where those people may not wish to receive such invitations or similar communications (in other words, make sure your contacts on other services are receptive to receiving invitations to joining us and accessing the DataEQ Service or other communications you send them from us);
 - 15.2.2 engage in any activity intended to entice, solicit or otherwise recruit website users to join an organisation except where DataEQ expressly authorises such activities in writing;
 - 15.2.3 take any action aimed at deceiving or misleading any person, attempt to impersonate or misrepresent your affiliation to any person or forge headers or otherwise manipulate identifiers in order to disguise the origin of anything posted or transmitted through the DataEQ Service;
 - 15.2.4 submit any person's Personal Information to DataEQ without that person's informed prior written express consent to do so;
 - 15.2.5 use the DataEQ Service to post or transmit anything which is defamatory, discriminatory, obscene, offensive, threatening, abusive, harassing, harmful, hateful or which carries child pornography, religious or racial slurs or threatens or encourages bodily harm or the like or which may violate any person's rights;
 - 15.2.6 use the DataEQ Service to make fraudulent offers to sell or buy products, items or services or to offer

or solicit for any type of financial scam such as "pyramid schemes" and "chain letters";

- 15.2.7 use the DataEQ Service in a manner that may infringe the intellectual property rights (for example, copyright or trademarks) or other proprietary rights of others;
- 15.2.8 use the DataEQ Service in any manner which could damage, impair, overburden or disable the DataEQ Service or interfere with any other party's access to the DataEQ Service;
- 15.2.9 use the DataEQ Service to post anything which contains viruses or any other destructive features, regardless of whether or not damage is intended;
- 15.2.10 gather email addresses and/or names for commercial, political, charity or like purposes or use the services to collect or attempt to collect personal information about third parties without their knowledge or consent;
- 15.2.11 otherwise use the DataEQ Service to engage in any illegal or unlawful activity.
- 15.3 You acknowledge that you may, in the course of using the DataEQ Services, have access to Client Data, including but not limited to Direct Messages, which may include Personal Information. You agree to comply with the provisions of clause 18 below.
- 15.4 You will process the Client Data in accordance with the DataEQ Services and shall not make unauthorised use of the Client Data and shall take all reasonable steps to safeguard the Client Data.
- 15.5 You will not share any Mentions, data or DataEQ processes detailed in; or as part of the DataEQ Crowd analysis platform, including but not limited to:
 - 15.5.1 copying any data from the system;
 - 15.5.2 taking screenshots, screen captures or screen recording software of the Crowd platform or its associated data;
 - 15.5.3 broadcasting your screenview by any means;
 - 15.5.4 allowing remote access to the platform to any parties whatsoever;
 - 15.5.5 sharing insight gleaned from Analysis on the platform;
 - 15.5.6 sharing any DataEQ documentation provided to you with any other third party; and/or
 - 15.5.7 sharing any content on social media or publication service, private or public.
- 15.6 DataEQ is not required to and does not check or verify Client Data provided to it and will not be responsible for any incorrect or inaccurate Client Data provided to it. Save were caused by DataEQ's gross negligence, DataEQ shall not be liable for any errors, omissions, loss, deletion, theft, destruction or unauthorised access or alteration relating to any Client Data provided to it.
- 15.7 Should you engage in any one or more of the above prohibited practices, which shall be determined in DataEQ's sole discretion (and which decision shall be final), then DataEQ shall be entitled, without prejudice to any other rights DataEQ may have, to:
 - 15.7.1 without notice, suspend or terminate your access to the DataEQ Service;

- 15.7.2 hold you liable for any costs or loss DataEQ, or any third party, incurs as a result of your misconduct; and/or
- 15.7.3 notwithstanding our Privacy Policy referred to below, disclose any information relating to you, whether public or personal, to all persons affected by your actions.

16. **Payment to Contributors**

- 16.1 Contributors will be paid for accurate Analysis on the basis of a sliding scale which takes into account:
 - 16.1.1 historical Analysis accuracy (where applicable); and
 - 16.1.2 per Job accuracy.
- 16.2 DataEQ reserves the right to improve or modify the way that accuracy is calculated and may do so from time to time as they see fit without notifying the Contributors.
- 16.3 DataEQ undertakes to reimburse the Contributors for the equivalent amount earned through the DataEQ Service in a currency determined by DataEQ. This can include but is not limited to, United State Dollars (USD), South African Rands (ZAR), Kenyan Shillings (KES), Russian Rubles(RUB), Emirati Dirham (AED) or in your selected currency as determined by DataEQ's listed exchange rates, less any taxes (including VAT, PayAsYouEarn and any other tax payable under any competent jurisdiction) or other charges, contributions or deductions that DataEQ shall be required by law to pay on your behalf and/or to deduct from any amount paid to you. You further agree to hold harmless and indemnify DataEQ in full against and in respect of any taxes which DataEQ may be required to deduct and/or pay on your behalf.
- 16.4 We shall be entitled to deduct and bank any other charges payable by us to any third party in respect of the remittance of any payment by us to you.
- 16.5 You acknowledge that any remittance made to you shall be inclusive of withholding tax and any similar or other taxes levied on a payer or otherwise required under local jurisdiction.
- 16.6 Except as otherwise provided, you agree to bear your own costs and expenses incurred in respect of compliance with your obligations under these terms and conditions.
- 16.7 Payments to Contributors will be made by electronic funds transfer and Contributors are required to furnish DataEQ with their bank account or similar information in order to facilitate payments to them.
- 16.8 Payment may be available on request or via regular intervals depending on the ecommerce payment gateways available through the Service and which DataEQ uses in your country. These may include, but are not limited to electronic file transfer, an electronic payment gateway (such as PayPal), the transfer of vouchers or online store, online currency or any other payment solution or service utilised by DataEQ.
- 16.9 DataEQ reserves the right in its sole discretion to limit the value of payments, on an individual payment basis or in aggregate, made to Contributors in any prescribed period of time (e.g. weekly, monthly, yearly), it being expressly agreed that the effect of any such limitation will not in any way serve to reduce the value of any unpaid payments still due to Contributors. DataEQ shall not be liable for any interest and/or penalties on any unpaid payments. DataEQ shall, from time to time, notify Contributors

of such limitations – and changes to existing limitations – in writing.

- 16.10 DataEQ reserves the right to terminate or suspend any payment, transfer or disbursement of any amounts, in each case for any reason in DataEQ's sole discretion, including, without limitation, if DataEQ believes that a Contributor is in violation of these Terms.
- 16.11 DataEQ reserves the right to terminate or suspend any payment, transfer or disbursement of any amounts for such time may, in DataEQ's sole discretion, be reasonably necessary to protect DataEQ's or others' rights including:
 - 16.11.1 if DataEQ is subject to financial risk;
 - 16.11.2 if any dispute exists involving the particular Contributor's performance; or
 - 16.11.3 in the event of fraudulent, collusive, abusive or unlawful activities.

17. **Accounting to Contributors**

- 17.1 DataEQ will account to Contributors where the Contributor has requested a schedule of payments made by DataEQ to said Contributor.
- 17.2 As a Contributor, you may challenge the accuracy of statements you received, in writing and no later than 5 (five) days after the statement date.
- 17.3 In the event you do not challenge a statement's accuracy, it will be deemed to be correct and payment will be paid to you no later than 30 (thirty) days after the statement date.
- 17.4 In the event you do challenge a statement's accuracy and DataEQ:
 - 17.4.1 agrees that your challenge has merit, DataEQ will revise the statement and payment due, appropriately; or
 - 17.4.2 disagrees that your challenge has merit, the statement will remain unchanged and payment will be made on the basis of the original statement.

18. **Data protection**

- 18.1 For information about DataEQ's data protection practices in relation to your Personal Information, please read DataEQ's Privacy Policy which you can find at <https://crowd2.DataEQ.com/privacypolicy/>.
- 18.2 This policy explains how DataEQ treats your Personal Information, and protects your privacy, when you use the DataEQ Services.
- 18.3 DataEQ will in the course of running its business, collect and process, and may from time to time as deemed necessary also share the Personal Information of Crowd contributors. Without limiting the generality of the possible uses of your Personal Information as set out in the [Privacy Policy](#), you

hereby consent to and authorise DataEQ, and to the extent necessary, the Group, to undertake the collection, processing, storage and the use of your Personal Information for the following purposes: securing and facilitating your registration as a Contributor, verification and storage of Registration Data, Statistical analysis (including Demographic distribution, Accuracy analysis and Payment distribution), feasibility assessments and audit processes, including the validation of the aforementioned fields by third-party auditors or otherwise in connection with the Services that you will render under this Agreement ("**Authorised Purpose**"). In this regard, DataEQ will be a Responsible Party in relation to your Personal Information. You agree to the disclosure and processing of your Personal Information by DataEQ to any third party (including but not limited to members of the Group), where DataEQ is required by law, regulation or court order, or to enable a public body to properly perform a public law duty, or where such disclosure is necessary for pursuing DataEQ's legitimate interests as it relates to the Authorised Purpose, or in order to comply with its obligations under this Agreement.

- 18.4 You consent and authorise DataEQ and the Group to transfer your Personal Information outside the Republic of South Africa for any legitimate business purpose of DataEQ and/or the Group. DataEQ undertakes not to transfer or disclose your Personal Information for any other purposes and DataEQ shall in doing so ensure that the foreign third party recipient is subject to a law, binding corporate rules or a binding agreement which provides an adequate level of protection that is similar to the protection provided in POPIA and shall that precludes that foreign third party from transferring Personal Information to any third party in a foreign jurisdiction without similar requirements as those set out in this clause (18.4).
- 18.5 **You agree to absolve DataEQ and the Group from any liability in terms of Data Protection Laws for failing to obtain your consent or to notify you of the reason for the processing of any of your Personal Information.**
- 18.6 As part of the DataEQ Services you may also be exposed to or receive Personal Information as part of the Content. You therefore give those undertakings that apply to you in relation to the protection of such Personal Information. In this regard, you shall be the Responsible Party in respect of any Personal Information processed by you in relation to the Services.
- 18.7 You and DataEQ undertake to each other that you will each comply with your respective obligations under Data Protection Laws in relation to any Personal Information that either Party receives, and agree that you shall only process and/or disclose Personal Information in accordance with the Authorised Purpose (in the case of DataEQ) and applicable Data Protection Laws.
- 18.8 You undertake to DataEQ that you will not copy, compile, collate, mine, store, transfer, alter, delete, interfere with or use any Personal Information in a manner that is in contravention of applicable Data Protection Laws.
- 18.9 You will not carry out any related or further processing activities for any other reason other than for purposes of rendering the Services, unless you have the express advance written consent of DataEQ.
- 18.10 In dealing with Personal Information, you and DataEQ undertake to each other that you will shall take appropriate, reasonable, technical and organisational methods to ensure the integrity of Personal Information within each Party' respective possession or control is secure and protected against unauthorised or unlawful processing, loss, destruction or damage, alteration or disclosure or access, having regards to security standards and requirements set out in Data Protection Laws.

- 18.11 You undertake to DataEQ that you will not disclose or make available Personal Information to any third party, unless you have the express advance written consent of DataEQ.
- 18.12 As soon as possible after a party becoming aware of a Personal Information breach, you will immediately notify DataEQ in writing and shall take all steps to limit the compromise of the Personal Information and to restore the integrity of the affected information systems as soon as possible, and shall as soon as reasonably possible report all relevant facts relating to the compromise and steps to be taken to mitigate the extent and possible adverse effects of the compromise, including but not limited to providing details of any unauthorised person who are known to or may reasonably be suspected of, having accessed or acquired Personal Information.
- 18.13 You agree that upon any request from DataEQ, you will provide reasonable evidence of your compliance with your obligations set out in this clause 18.
- 18.14 You agree to provide DataEQ with details of any Personal Information affected by any compromise relating to Personal Information, including but not limited to the identity of Data Subjects, a description of the possible consequences of the compromise, a description of the measures taken by you to address the compromise and to accept directions from DataEQ to address the security compromise, a recommendation with regards to the measures to be taken by Data Subject to mitigate the possible adverse effects of the compromise and where possible, details of the identity of the unauthorised person/s who are known to or may be reasonably suspected of, having accessed or acquired the Personal Information.
- 18.15 You agree to comply with all requests by DataEQ for access, correction or complaints related to Data Subject's Personal Information or any exercise by Data Subject of its rights under Data Protection Laws and at DataEQ's request will promptly provide DataEQ with a copy of any Personal Information held by you in relation to a specific Data Subject. This information must be provided by you within a reasonable time, in a reasonable manner and format and at no cost to DataEQ.
- 18.16 You agree that DataEQ may disclose to its Clients and to a Data Subject that you may have been involved in processing such Data Subject's Personal Information.
- 18.17 You agree that DataEQ or a third party appointed by DataEQ will have the right to audit your processing activities at any time to determine compliance with your obligations in terms of this Agreement. DataEQ's audit rights will include the right of access to your system, software, processes and procedures, and inspection of your security systems in place. Should any audit exercise reveal any non-compliance with the terms of this Agreement, or written instructions from DataEQ, then in addition to DataEQ's other rights in terms of this Agreement, you will be required to take necessary steps to rectify the non-compliance within the shortest time period possible.
- 18.18 You agree that at DataEQ's request you will be required to comply with specific retention, destruction and purging requirements as may be prescribed by DataEQ from time to time and where applicable, in compliance with Data Protection Laws. In particular, deletion and destruction must be done in a manner that prevents any reconstruction in an intelligible form, i.e. identify/anonymise (by rendering the Personal Information unreadable and unable to be reassembled or reconstructed or re-identified).
- 18.19 You agree to reasonable amendments to the obligations relating to data protections, specifically this clause 18 as may be implemented by DataEQ from time to time, to the extent that applicable Data Protection Laws requires such amendments for the benefit of Data Subjects.

- 18.20 **You agree to absolve DataEQ and the Group, its members, directors, employees and successors from any liability of whatsoever nature and/or costs, expenses and damages, arising from your failure to comply with your obligations set out in this clause (18).**

19. **Disclaimers, limitations on liability and indemnities**

- 19.1 Your use of and reliance on the DataEQ Service is entirely at your own risk. The DataEQ Service is provided “as is” and “as available”.
- 19.2 Although DataEQ takes steps to verify information presented on or through the DataEQ Service, DataEQ does not represent or endorse the accuracy or reliability of any advice, opinion, statement, or other information contained in, displayed on, linked to or distributed through the DataEQ Service or the content other users may publish to the DataEQ Service. You acknowledge that any reliance upon any such opinion, advice, statement or information shall be at your sole risk. DataEQ reserves the right, in its sole discretion, to correct any errors or omissions on the DataEQ Service without notice to you.
- 19.3. Information, ideas and opinions expressed on or through the DataEQ Service should not be regarded as professional advice or our official opinion and you are strongly advised to seek professional advice before acting on such information.
- 19.4. To the fullest extent permissible by law, DataEQ disclaims all warranties of any kind, whether express or implied, including without limitation to the implied warranties that the content published to the DataEQ Service (or the DataEQ Service itself, for that matter) is fit for any purpose other than as a reference work in respect of the content provided on the DataEQ Service website.
- 19.5. While DataEQ takes reasonable precautions in our operation of the DataEQ Service, you agree that neither DataEQ or DataEQ’s associates or the Group, their respective members, directors, employees and/or successors shall be liable in respect of any loss, costs or damages however arising and whatever the cause, in particular pursuant to and in furtherance of this Agreement, your access to the service or from your inability to access the DataEQ Service.
- 19.6. DataEQ will use reasonable endeavours to make the DataEQ Service available to you, and keep the DataEQ Service available to you at all times. However, you agree that DataEQ or DataEQ’s associates or the Group, their respective members, directors, employees and/or successors shall not be liable in respect of any loss or damage caused by or arising from the unavailability of, any interruption in, or your access to the either DataEQ or DataEQ’s associates or the Group, their respective members, directors, employees and/or successors service (either in part or as a whole) for any reason whatever.

Indemnities

- 19.7 **You hereby indemnify DataEQ, the Group and DataEQ’s associates, and their respective members, directors, employees and/or successors from any loss, damage, damages, liability, claim or demand due to or arising out of your use of the DataEQ Service or your breach of these Terms of use.**
- 19.8. DataEQ is not responsible for files and data residing on your account or for any contributions you may have made to the DataEQ Service. You agree to take full responsibility for files and data transferred and your Content as well as to maintain all appropriate backup of files and data stored on our servers.

20. **Third party sites and services**

- 20.1 Links to and from the service from and to other websites belonging to or operated by third parties ("Linked Websites") do not constitute DataEQ's endorsement of such Linked Websites or their contents nor does DataEQ necessarily associate itself with their owners or operators. You are solely responsible for identifying and familiarising yourself with any terms of use which will govern your relationship with such third parties.
- 20.2 DataEQ has no control over Linked Websites and you agree that DataEQ is not responsible or liable for any content, information, goods or services available on or through any such Linked Websites or for any damage, damages or any other loss caused or alleged to be caused by or in connection with your use of or reliance on any such content, information, goods or services available on or through any such Linked Websites. You agree that where you access linked websites, you do so entirely at your own risk.
- 20.3 Your interaction, correspondence or business dealings with third parties which are referred to or linked from or to the DataEQ Service is similarly entirely at your own risk and are solely between you and such third party including the acquisition, disposal, payment and delivery of any goods or services, and any terms, conditions, warranties or representations associated with such interaction, correspondence or business dealings.

21. **Complaints**

- 21.1 If you are of the view that your rights have been infringed through the unlawful use of the DataEQ Service by users or third parties, you may address a complaint to DataEQ which satisfies the following requirements and/or contains the following information:
- 21.1.1 the full names and address of the complainant;
- 21.1.2 the written or electronic signature of the complainant;
- 21.1.3 identification of the right that has allegedly been infringed;
- 21.1.4 identification of the material or activity that is claimed to be the subject of unlawful activity;
- 21.1.5 the remedial action required to be taken by the service provider in respect of the complaint;
- 21.1.6 telephonic and electronic contact details, if any, of the complainant;
- 21.1.7 a statement that the complainant is acting in good faith; and
- 21.1.8 a statement by the complainant that the information in the takedown notification is to his or her knowledge true and correct.
- 21.2 Please address your notifications to:
Complaints email: crowd@DataEQ.com
- 21.3. DataEQ will investigate the complaint on receipt of a complete and properly formulated complaint notice and will take appropriate action where necessary. Such action may include, but is not

limited to, removing the offending content from the DataEQ Service and/or suspension or termination of the offending registrant or third party.

22. **DataEQ may monitor your communications**

22.1 Subject to the provisions of the RIC Act, you agree to permit DataEQ to intercept, block, filter, read, delete, disclose and use all communications you send or post to or using the DataEQ Service and/or to DataEQ's staff.

22.2 You agree and acknowledge that the consent you provide above satisfies the "writing" requirement specified in the ECT Act and in the RIC Act.

23. **Documents and notices**

23.1 DataEQ chooses the addresses below for all communication purposes under these Terms, whether in respect of court process, notices or other documents or communications of whatsoever nature.

24. **ECT disclosures**

24.1 Access to the content on or through this website and this website itself are classified as "electronic transactions" in terms of the ECT Act and therefore you have the rights detailed in Chapter VII of the ECT Act and we have the duty to disclose the following information:

24.2 Our full name and legal
status: DataEQ (Pty) Ltd

24.3 Street
address:

2nd Floor , 97 Durham Avenue, Salt River, Cape Town, 7925, South Africa

24.4 Postal
address:

2nd Floor , 97 Durham Avenue, Salt River, Cape Town, 7925, South Africa

24.5 Physical address for receipt of legal service:

2nd Floor , 97 Durham Avenue, Salt River, Cape Town, 7925, South Africa

24.6 Main business: Online Reputation Management
Software as a Service

24.7 Website
address:
www.DataEQ.co
m

- 24.8 Official email address:
crowd@DataEQ.com
- 24.9 Membership of self-regulatory or accreditation bodies:
None
- 24.10 Codes of conduct to which we subscribe:
None
- 24.11 Governing terms of use:
These terms of use.
- 24.12 Manual in terms of the Promotion of Access to Information Act 2 of 2000: None
- 24.13 Management:
None
- 24.14 Costs associated with the access to and use of this website: Costs
are detailed on this website.
- 24.15 Dispute resolution:
See above.
- 24.16 Cooling off period:
not applicable
- 24.17 Complaints process:
See clause above.

25. **General Terms**

- 25.1 You agree
that:
- 25.1.1 you are bound by these Terms;
- 25.1.2 this agreement shall be deemed to have been concluded in Cape Town at the time you use the
DataEQ Service for the first time;
- 25.1.3 data messages addressed by you to DataEQ shall be deemed to have been:
- 25.1.3.1 received if and when responded to;
- 25.1.3.2 sent by you within the geographical boundaries of the Republic of South Africa;
- 25.1.4 you shall be deemed to have been received data messages DataEQ addresses to you
as detailed in section 23(b) of the ECT Act;

- 25.1.5 electronic signatures, encryption and/or authentication are not required for valid electronic communications between you and DataEQ;
- 25.1.6 as well as warrant that data messages that you send to DataEQ from a computer, IP address or mobile device normally used by you, was sent and/or authorised by you personally.
- 25.2 These terms of use constitute the whole agreement between you and DataEQ relating to your access to and use of the DataEQ Service.
- 25.3 Neither you nor DataEQ shall be bound by any express or implied term, representation, warranty, promise or the like, not recorded in this Agreement.
- 25.4 No indulgence, extension of time, waiver or relaxation of any of the provisions or terms of these Terms which we may show, grant or allow you shall operate as an estoppel against DataEQ in respect of its rights under these Terms nor shall it constitute a waiver by DataEQ of any of its rights and DataEQ shall not thereby be prejudiced or stopped from exercising any of its rights against you which may have arisen in the past or which might arise in the future.
- 25.5 Nothing in this Agreement shall create any relationship of agency, partnership or joint venture between you and DataEQ, and you shall not represent yourself as the agent or partner of DataEQ or as being in a joint venture with DataEQ.
26. **Interpretation**
- 26.1 These Terms may contain a number of terms and phrases which have a specific meaning in this document. In these Terms, headings are for convenience and shall not be used in its interpretation.
- 26.2 For purposes of this Agreement, the use of any word or expression, or terms or process of definition in this Agreement which has its meaning derived from the Protection of Personal Information Act 4 of 2003 ("POPIA"), including but not limited to "Personal Information", "Responsible Party", "Operator", "Data Subject", "Sub-Operator", "Personal Information Breach", "Information Regulator", will be construed to mean the corresponding word or expression or term or process or definition which has its meaning derived from GDPR or any applicable Data Protection Laws, such as "Personal Data", "Controller", "Data Processor", "Process" / "Processing", "Data Subject", "Sub-Processor", "Personal Data Breach", "Supervisory Authority", "Commission", "Member State".
- 26.3 Any reference in these Terms to a party shall, if such party is liquidated or sequestrated (the meaning of which includes any analogous proceedings in any other jurisdiction), be applicable also to and binding upon that party's liquidator or trustee, as the case may be.
- 26.4 Unless DataEQ indicates to the contrary in these Terms, any references to any gender includes the other genders, a natural person includes an artificial person and vice versa, the singular includes the plural and vice versa.
- 26.5 When any number of days is prescribed such number shall exclude the first day and include the last day unless the last day falls on a Saturday, Sunday or gazetted public holiday in the Republic of South Africa, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday in the Republic of South Africa.
- 26.6 All annexures, addenda and amendments to these Terms form an integral part of these Terms and, therefore, DataEQ's contract with you.

27. Definitions

The following expressions shall bear the meanings assigned to them below and related expressions shall bear corresponding meanings.

- 27.1 **"Agreement"** means these DataEQ Crowd Member Terms and Conditions and reference to **"Terms"** shall have the same meaning.
- 27.2 **"Analysis"** means selecting the most applicable values for a particular Mention's attributes that are requested by the DataEQ Service and related services and **"Analyse"** shall have a corresponding meaning.
- 27.3 **"DataEQ"** means DataEQ Proprietary Limited (Registration Number 2011/000295/07), a private limited liability company registered in accordance with the laws of the Republic of South Africa, who is the owner of the DataEQ Proprietary Materials and reference herein to **"Our"**, **"We"** shall refer to DataEQ.
- 27.4 **"DataEQ's Associates"** means DataEQ's officers, servants, agents or contractors or other persons in respect of whose actions DataEQ may be held to be vicariously liable.
- 27.5 **"DataEQ Proprietary Materials"** means all websites, programmes, software, source codes, methodologies, products, API, data, documents and any other materials developed and owned by DataEQ which enables it to provide its services.
- 27.6 **"DataEQ Service"** means the crowdsourced Mention-processing service conducted partly or wholly on or through the Service Website or otherwise as may be described on the Service Website from time to time.
- 27.7 **"Client"** means those third parties to whom DataEQ renders it services.
- 27.8 **"Client Data"** means any information furnished to DataEQ by a Client which is or is intended to be processed by computer or manually, to be analysed, viewed and assessed by DataEQ and/or its Contributors and which specifically includes but may not be limited to Personal Information.
- 27.9 **"Content"** means all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of, the DataEQ Service.
- 27.10 **"Contributor"** means the individual who is a registered member engaged by DataEQ to utilise the DataEQ 'Crowd' platform ("Crowd Member") to render the Services and reference herein to **"You"**, **"Your"** and **"User"** shall have a corresponding meaning.
- 27.11 **"Contributions"** means any information, feedback, content, data or other materials which Contributors submit to the DataEQ through the DataEQ Service.
- 27.12 **"the Crowd"** is DataEQ's proprietary crowd-sourced platform comprised of Contributors. The platform facilitates the human analysis of Mentions in order to attain the highest possible level of accuracy in the data, for both the Clients and for the improvement and training of DataEQ's automated analysis systems.
- 27.13 **"Data Protection Laws"** means any statutes, laws, legislation, or regulations or binding policy, code of any government authority that relates to the security and protection of personally identifiable information, data privacy, trans-border data flow or data protection in force from time to time in the Republic of South Africa, including but not limited to POPIA, Electronic Communications and Transactions Act 25 of 2002, Promotion of Access to Information Act 2 of 2002, and/or any equivalent legislation of other jurisdiction(s) where Personal Information is being processed or where a party is obliged to comply with, including, where applicable, EU Data Protection Laws [General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of national

persons with regard to the Processing of Personal Data and on the free movement of such data, as amended, replaced or superseded from time to time.

- 27.14 **"Data Subject"** has the meaning ascribed to it in POPIA to whom the specific Personal Information relates.
- 27.15 **"Direct Message/s"** means the messages sent by individuals to Clients of DataEQ directly, using the channels provided or made available by that Client for such purpose, such as, *inter alia*, social media platforms, bots or artificial intelligence, email or SMS.
- 27.16 **"the ECT Act"** means the South African Electronic Communications and Transactions Act 25 of 2002.
- 27.17 **"Group"** means any holding, subsidiary and/or affiliated companies of DataEQ, which includes DataEQ, and DataEQ Consulting (Pty) Ltd (both of which are incorporated in South Africa) and DataEQ Limited (incorporated in England and Wales).
- 27.18 **"Intellectual Property"** shall include, but not be limited to, any text, images, data, multimedia, ideas, source code, concepts, know how, data processing techniques, copyrights, trademarks, logos, patents, designs, inventions.
- 27.19 a **"Job"** is defined as a piece of work around a particular theme that seeks to answer one or more questions. Contributors may be asked about various data points on a single Mention, each of which constitutes a type of Job. For example, determining a Mention's Sentiment would be one type of Job Contributors are asked to perform.
- 27.20 **"License"** means a perpetual, irrevocable, worldwide, royalty-free and sublicensable license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute the subject matter of the license.
- 27.21 **"Mentions"** means any search results or snippets of information which are monitored, assessed and/or analysed by DataEQ and/or by Contributors through the Service.
- 27.22 **"Operator"** has the meaning ascribed to it in POPIA and will include DataEQ and the Group who Processes Personal Information for the Authorised Purpose.
- 27.23 **"Personal Information"** and **"Personal Data"** means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to:
- 27.23.1 information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, wellbeing, disability, religion, conscience, belief, culture, language and birth of the person;
- 27.23.2 information relating to the education or the medical, financial, criminal or employment history of the person;
- 27.23.3 any identifying number, symbol, email address, physical address, telephone number or other particular assignment to the person;
- 27.23.4 the blood type or any other biometric information of the person;
- 27.23.5 the personal opinions, views or preferences of the person;

- 27.23.6 correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
- 27.23.7 the views or opinions of another individual about the person; and
- 27.23.8 the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person.
- 27.24 “**post**” means to upload, publish, transmit, share or store (“posting” shall have a corresponding meaning).
- 27.25 “**Privacy Policy**” means the Service’s privacy policy which is available at <https://crowd2.DataEQ.com/privacypolicy>.
- 27.26 “**Registration Data**” means personal information you are required to submit to DataEQ in order to use the Service, which is requested during the registration process and is governed by the Privacy Policy and which specifically includes but may not be limited to Personal Information.
- 27.27 “**Responsible Party**” means the Party or any other person which, alone or in conjunction with others, determines the Authorised Purpose and means for Processing Personal Information as defined in POPIA and includes DataEQ and the Group.
- 27.28 “**RIC Act**” means the Regulation of Interception of Communications and Provision of Communication Related Information Act 70 of 2002.
- 27.29 “**Services**” means the data analysis activities rendered by you as a Contributor to DataEQ via the DataEQ Service in accordance with this Agreement, which includes Analysis.
- 27.30 “**Service Website**” means the website located at <https://crowd2.DataEQ.com>.
- 27.31 “**Third Party Websites**” means websites other than the DataEQ Service Website and DataEQ’s company website.
- 27.32 “**us**”, “**we**” and “**DataEQ**” means DataEQ (Proprietary) Limited, a company with limited liability incorporated in accordance with the company laws of the Republic of South Africa.
- 27.33 “**use**” when used in the context of:
- 27.33.1 the DataEQ Service, means to participate in the DataEQ Service, visit or load the Service Website in a web browser, mobile phone or similar software application or device or otherwise engage with the DataEQ Service;
- 27.33.2 content, means to copy, download, view, modify, adapt, load in a web browser, mobile phone, software application or device or to otherwise engage with and/or manipulate such content;
- 27.34 “**user/s**” means, in the context of content or the DataEQ Service, anyone who registers with and uses the DataEQ Service.

NONDISCLOSURE AGREEMENT

DataEQ (PROPRIETARY) LIMITED (registered number 2011/000925/07) and 1st Floor,
97 Durham Avenue, Salt River, Cape Town 7925 ("DataEQ") and

_____ **[name]** (registered number _____) of
_____ [Address] (the

"Supplier")

Whereas

DataEQ – and subsidiaries and other associated companies of DataEQ ("the Group") may provide certain confidential information pertaining to themselves, their businesses and/or their clients, as well as in respect of their respective shareholders, officers, suppliers, customers, contractors, employees and representatives, to the Supplier for the purpose of enabling and/or assisting the Supplier to provide certain goods or services to DataEQ and/or the client, as well as:

[State specific purpose, if any] _____

(together, the "**Purpose**"), in which event DataEQ requires that any such information provided shall be kept confidential by the Supplier.

In consideration of the disclosure of such information, the Supplier will maintain the confidentiality of the information, whether disclosed orally or in writing, in accordance with the terms set out in this Agreement.

For the purposes of this Agreement, "**Confidential Information**" shall include, but not be limited to, knowledge or data of an intellectual, technical, scientific, financial, cost, pricing, commercial, marketing or personal nature which is not in the public domain and in which the relevant party to which such information relates has a business, proprietary or ownership interest (including without limitation any copyright, design rights, moral rights or other intellectual property rights) or has a legal duty to protect, in whichever form, including but not limited to pitch documentation, presentations, technical data, drawings, specifications, standards, computer programs, computer software, computer databases, computer software documentation, personal information of employees and officers, quotations, price lists and any other information which the relevant party reasonably considers to be confidential.

Therefore, it is agreed that:

Any Confidential Information disclosed by DataEQ, other "**DataEQ Group Companies**" (including without limitation all subsidiaries of DataEQ and all subsidiaries of DataEQ's ultimate parent holding company) or their respective clients (each a "Disclosing Party") to the Supplier shall be treated as confidential and proprietary information and shall be kept confidential and shall not be disclosed by the Supplier, except with the prior written consent of the **Disclosing Party**. The Supplier shall further use his best endeavours to ensure that no third party obtains access to the Confidential Information.

In addition to the general provisions of clause 1, the Supplier undertakes that he will:

not use any of the Confidential Information to procure any commercial advantage over the Disclosing Party

or to solicit or attract any of the Disclosing Party's directors, employees or customers from the Disclosing Party;

not use any of the Confidential Information for the purpose of obtaining or providing similar or competing services to those offered by DataEQ or DataEQ Group Companies from or to any other person;

not make use of or make any reference to, or any announcement relating to, any relationship or arrangement whatsoever between the Supplier and any of DataEQ, DataEQ Group Companies or any of their respective clients or customers, in respect of which Confidential Information has been disclosed to the Supplier, for any advertisement, announcement, marketing, award submission, publicity or other commercial use without DataEQ's prior written consent;

not directly or indirectly disclose the Confidential Information (or allow it to be disclosed) in whole or in part to any person or make any Copies of such Confidential Information unless permitted by this Agreement (where "**Copies**" means copies of Confidential Information including any document, electronic file, presentation, note, extract, analysis, study, plan, compilation or any other way of representing or recording and recalling information which contains, reflects or is derived or generated in part or in full from Confidential Information);

inform the Disclosing Party as soon as reasonably practicable on becoming aware, or suspecting, that an unauthorised person has become aware of the Confidential Information;

make only such Copies as are strictly necessary for the Purpose and clearly mark all Copies as confidential and to use best endeavours to ensure that all Copies within its control are protected against theft or unauthorised access and that no person discovers Confidential Information from the Disclosing Party unless authorised.

The obligations of nondisclosure and confidentiality contained herein shall govern any Confidential Information disclosed prior to, as well as after, the entering into of this Agreement.

The obligations imposed upon the Supplier herein shall not apply to Confidential Information:

which is generally available to the public or becomes available to the public through no wrongful act of the Supplier; or which may be published prior to the date hereof; or

which is independently developed by the Supplier (without any reliance whatsoever on any Confidential Information) and such can be conclusively proven by his written records; or

which is disclosed to the Supplier by a third party who did not obtain the Confidential Information, directly or indirectly from the Disclosing Party subject to any confidentiality obligation; or

which is disclosed pursuant to a requirement of a court of competent jurisdiction or request of a government agency, but only to the extent so ordered (in which case the Supplier will give the Disclosing Party as much notice thereof as reasonably practicable).

The furnishing of Confidential Information hereunder shall in no way obligate DataEQ or any DataEQ Group Company to enter into any further agreement or negotiation with the Supplier or to refrain from entering into an agreement or negotiation with any other party.

The Supplier acknowledges that the Disclosing Party makes no representation or warranty as to the reliability, accuracy or completeness of the Confidential Information. Neither the Disclosing Party nor any of its respective officers, directors, employees or agents shall have any liability to the Supplier or any of its representatives arising from the use of the Confidential Information in accordance with this Agreement. In addition, no license express or implied is granted to the Supplier in respect of any trademark, patent, copyright or other intellectual property right in respect of the Confidential Information.

DataEQ may terminate this Agreement at any time by giving written notice to that effect to the Supplier.

All rights and obligations of the parties accruing under this Agreement shall survive in perpetuity following termination or expiry of this Agreement for any reason.

Upon termination of this Agreement for any reason, or upon written request at any time, the Supplier shall make no further use of the Confidential Information and shall return all of the Confidential Information to the Disclosing Party at its request, or confirm that all copies of the Confidential Information have been destroyed and that all copies of the Confidential Information recorded on magnetic media or in any electronic or any other format have been irrevocably deleted.

The obligations of confidentiality and nondisclosure contained herein shall be unlimited.

The Supplier agrees to indemnify and hold harmless DataEQ and all DataEQ Group Companies, as

well as their respective officers, employees, subcontractors and agents, in respect of any damages, loss,

costs and/or expenses suffered or incurred by, or any claims against, DataEQ or DataEQ Group

Companies and/or their respective officers, employees, subcontractors or agents arising from any breach by the Supplier of this Agreement.

The parties acknowledge that the breach or threatened breach of this Agreement may result in irreparable

damage to the Disclosing Party and that, in addition to its other remedies, the Disclosing Party shall be

entitled to injunctive relief to restrain any threatened or actual breach of this Agreement.

This Agreement shall bind the subsidiaries and associated companies controlled in any way by the parties to this Agreement. This Agreement shall further be for the benefit of all DataEQ Group Companies and any DataEQ Group Company may enforce the provisions of this Agreement against the Supplier.

This Agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous oral or written representation with regard to the subject matter hereof. No agent, employee or representative of either party has any authority to bind such party to any affirmation representation or warranty unless such is specifically included within this written Agreement.

This Agreement shall take effect as of the date both parties have executed this Agreement. No amendments or

modifications to this Agreement shall be binding unless agreed in writing by both parties.

Any notice to be served on either of the parties by the other under this Agreement shall be in writing and shall be sent to the addressee at its registered address as stipulated above.

No relaxation or indulgence granted by either party to the other shall be deemed to be a waiver of any of the granting party's rights in terms of this Agreement, nor shall same be deemed a novation of the terms and conditions and nor shall same stop either party from enforcing its rights hereunder.

The Supplier may not assign any of its rights or delegate any of its obligations under this Agreement without DataEQ's prior written consent.

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

Signed at _____

on this _____ day of _____ 2022 on this _____ day of _____ 2022.

For: SUPPLIER, who warrants he/she is duly

Name: _____

Title: _____

Signed at _____

on this _____ day of _____ 2022 on this _____ day of _____ 2022.

For: DataEQ (PROPRIETARY) LIMITED

authorised

Name: _____

Title: _____