



Automating Shareholder Relationship Management

End User License Agreement

Licensee Name :

Licensee Registration Number :

Licensee Registered In :

Licensee Address :

Licensee VAT Number :

Administrator's Name :

Administrator's Tel :

Administrator's E-Mail :

Effective Start Date of License :

Plan Chosen :

This Agreement, between us (Sharegov Ltd [the Licensor]) and you (the Licensee above) covers your use of the browser-based software system known as **sharegov**, by you or by third parties contracted to you, and by using **sharegov** you accept the following:

Jurisdiction's Restriction

If the law of your country prohibits you from using **sharegov** because you're under the age limit or because our products are not allowed in your country, please don't use it.

License and Restrictions

Subject to the terms of this Agreement, the Licensor hereby grants you a limited, non-exclusive, non-sub-licensable, non-assignable license to use the software product known as **sharegov**, owned and developed by the Licensor. The software product is licensed for the sole purpose of assisting with the running of the business of the Licensee. For the avoidance of doubt, you are allowed to use **sharegov** at work, in accordance with the terms of this Agreement.

License Fees

The license fee is shown above and is based on the plan chosen. These fees are payable monthly in advance. The first fee is payable upon presentation, and subsequently by direct debit on the same working day each month. VAT will be added to the fee. In the event, that license fees are not collected, the license will be deemed to have terminated and the software may not be used and will be disabled. The plan may be changed at any time by sending an email request to info@sharegov.co.uk, and the fee will be adjusted accordingly.

Users

This license allows a single COMPANY ADMIN USER and unlimited SHAREHOLDER USERS. The former may be changed at any time by sending a formal email request to info@sharegov.co.uk.

No Modifications

You will not undertake, cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling or hacking of **sharegov** or any part thereof.

Third Parties

sharegov may be incorporated into, and may incorporate itself into, software and other technology owned and controlled by third parties. Any such third party software or technology that is incorporated into **sharegov** falls under the scope of this Agreement.

Exclusive Ownership

Any and all IP rights to or arising from **sharegov** are and shall remain the exclusive property of the Licensor. Nothing in this Agreement intends to transfer any such IP rights to, or to vest any such IP rights in, you. You are only entitled to the limited use of the IP rights granted to you in this Agreement. You will not take any action to jeopardize, limit or interfere with **sharegov's** IP rights. Any unauthorized use of **sharegov's** IP rights is a violation of this Agreement as well as a violation of intellectual property laws and treaties, including, without limitation, copyright laws and trademark laws. All title and IP rights to any third party content that is not contained within **sharegov**, but may be accessed through use of **sharegov**, is the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws and treaties.

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You will not sell, assign, rent, lease, distribute, export, import, act as an intermediary or provider, or otherwise grant rights to third parties with regard to **sharegov** or any part thereof. For the right to distribute you will have to agree to and meet with Distribution Terms laid down by the Licensor.

The Licensor Promotional Material

Nothing in this Agreement will give you any right to use **sharegov** Promotional Material.

Your Confidential Information and Your Privacy

The Licensor is committed to respecting your privacy and the confidentiality of your personal data.

Additional Services & Support

The Licensor is in the business of developing and licensing specific branded Software as a Service [SAAS] on a business to business [B2B] basis, and the support thereof. The Licensor may be able to assist the Licensee with additional services outside of the normal scope of its business a pre-agreed basis, either directly or by referral.

Any Other Exceptions

If you are interested in doing anything that is not permitted under this Agreement, you will have to obtain the Licensor's prior written consent and explicitly agree upon any further (commercial) terms.

No Warranties

Use of **sharegov** enables you to work more efficiently in the area of shareholder communication with the ultimate aim of improving shareholder relationships and their future support. The Licensor cannot guarantee that you will always be able to use the system effectively in the event that third parties are involved eg. network problems. The Licensor will not be liable for any such disruptions, delays or other difficulties experienced when using **sharegov**.

Content of Databases

You acknowledge and understand that the content of the databases that you create within **sharegov** is entirely the responsibility of the person from whom such content originated. You, therefore, may be exposed to content that is inaccurate, offensive, or otherwise objectionable. The Licensor will not be held responsible for any data that emanates from **sharegov**, whatever its impact.

Utilization of Your Computer

sharegov may utilize the processor and bandwidth of the computer (or other applicable device) you are utilizing, in order to function. The Licensor will use its commercially reasonable efforts to protect the privacy and integrity of the computer resources (or other applicable devices) and data you are utilizing, however the Licensor cannot give any warranties in this respect.

New Versions of sharegov

The Licensor, in its sole discretion, reserves the right to add additional features or functions, or to provide programming fixes, updates and upgrades, to **sharegov**. The Licensor, in its sole discretion, may modify or discontinue or suspend your ability to use any version of **sharegov**, and/or disable any version of **sharegov** that you may already have accessed without any notice to you, for the repair, improvement, and/or upgrade of the underlying technology or for any other justifiable reason. The Licensor will not accept any liability in relation to the direct or indirect damages caused by the release and/or the absence of release of new versions of **sharegov**.

License Fee Increases

In the event of upgrades to **sharegov** that involve major advances in the functionality of the program for the benefit of the Licensee, or on an annual cycle to account for inflationary forces, the Licensor reserves the right to increase its license fees. The Licensee agrees that, in the event of such increases, the direct debit can be adjusted automatically. In the event that such increases of the user fee are greater than 20%, the Licensor undertakes to seek telephonic or written approval from the Licensee.

Lawful Purposes

You will at any and all times meet with your obligations hereunder, as well as any and all laws, regulations and policies that may apply to the use of **sharegov** in your country, including applicable rules that govern the export or import of software. You will use **sharegov** solely for lawful purposes. In this respect you may not, without limitation (a) use any type of spider, virus, worm, trojan-horse, time bomb or any other codes or instructions that are designed to distort, delete, damage or disassemble **sharegov**, or (b) expose any other user to material which is offensive, harmful to minors, indecent or otherwise objectionable, or (c) endanger any part of any system or Internet connection of **sharegov** or any third party.

Indemnification

You agree on demand to indemnify, defend and hold the Licensor, its affiliates and its staff harmless from and against any and all liability and costs, including reasonable attorneys' fees incurred by such parties, in connection with or arising out of your (a) violation or breach of any term of this Agreement or any applicable law or regulation, whether or not referenced herein, or (b) violation of any rights of any third party, or (c) use or misuse of **sharegov**.

Term

This Agreement will be effective as of the date specified herein and will remain effective until terminated by either the Licensor or you as set forth below.

Termination

You may terminate this Agreement with immediate effect at any time. Without limiting other remedies, the Licensor may limit, suspend, or terminate this license and your use of **sharegov**, and delete your user account, with immediate effect, if it is deemed that you are in breach of this Agreement, creating problems, legal liabilities (actual or potential), acting inconsistently with the letter or spirit of our policies, infringing someone else's intellectual property rights, engaging in fraudulent, immoral or illegal activities, or for other similar reasons. The Licensor shall effect such termination by providing notice to you to the email address you have provided (if any), and/or by preventing your access to your account. We reserve the right to cancel, with immediate effect, user accounts for which license fees have not been paid.

Effect of Termination

Upon termination of this Agreement: (a) all licenses and rights to use **sharegov** shall immediately terminate, and (b) you will immediately cease any and all use of **sharegov**. The Licensor will not be liable in respect of any damage caused by the termination of this Agreement.

Update

The Licensor reserves the right to modify this Agreement at any time by sending you the revised Agreement. The revised Agreement shall become effective within thirty (30) days of such publication or provision to you. Your express acceptance or your continued use of **sharegov** after expiry of the notice period of thirty (30) days, shall constitute your acceptance to be bound by the terms and conditions of the revised Agreement.

Disclaimer of Warranties and Limitation of Liability

sharegov IS PROVIDED "AS IS" WITH ALL FAULT AND WITH NO WARRANTIES WHATSOEVER; THE LICENSOR DOES NOT, EITHER EXPRESSED, IMPLIED OR STATUTORY, MAKE ANY WARRANTIES, CLAIMS OR REPRESENTATIONS WITH RESPECT TO **sharegov**, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR USE OR A PARTICULAR PURPOSE. THE LICENSOR FURTHER DOES NOT REPRESENT OR WARRANT THAT **sharegov** WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE AND ERROR-FREE OR WILL OPERATE WITHOUT PACKET LOSS, NOR DOES THE LICENSOR WARRANT ANY CONNECTION TO OR TRANSMISSION FROM THE INTERNET, OR ANY QUALITY OF CALLS MADE THROUGH **sharegov**.

Your own Risk

You acknowledge and agree that the entire risk arising out of the use or performance of **sharegov** remains with you, to the maximum extent permitted by law.

No Liability

YOU ACKNOWLEDGE AND AGREE THAT THE LICENSOR, ITS AFFILIATES, ITS LICENSORS AND ITS STAFF WILL HAVE NO LIABILITY IN CONNECTION WITH OR ARISING FROM YOUR USE OF **sharegov**, AS SET FORTH BELOW. YOUR ONLY RIGHT OR REMEDY WITH RESPECT TO ANY PROBLEMS OR DISSATISFACTION WITH **sharegov** IS TO IMMEDIATELY UNINSTALL AND CEASE ITS USE.

Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL THE LICENSOR, ITS AFFILIATES, ITS LICENSORS OR ITS STAFF BE LIABLE, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER FORM OF LIABILITY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF OR CORRUPTION TO DATA, INTERRUPTION, COMPUTER FAILURE OR PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE **sharegov**, EVEN IF THE LICENSOR, ITS AFFILIATES OR ITS STAFF HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Jurisdiction Limitations

As some jurisdictions do not allow some of the exclusions or limitations as set forth above, some of these exclusions or limitations may not apply to you. In such event the liability will be limited as far as legally possible under the applicable legislation.

Entire Agreement

The terms and conditions of this Agreement constitute the entire agreement between you and the Licensor with respect to the subject matter hereof and will supersede and replace all prior understandings and agreements, in whatever form, regarding the subject matter.

Partial Invalidity

Should any term or provision hereof be deemed invalid, void or unenforceable either in its entirety or in a particular application, the remainder of this Agreement shall nonetheless remain in full force and effect.

No Waiver

If the Licensor does not take action against any breaches of this Agreement, it does not mean that it waives its right at a later time to enforce the same.

Assignment

You are not allowed to assign this Agreement or any rights hereunder. The Licensor is allowed at its sole discretion to assign this Agreement or any rights hereunder to any third party, without giving prior notice.

Applicable Law and Competent Court

This Agreement shall be governed by and construed in accordance with the laws of South Africa without giving effect to any conflict of laws or provisions whether contained in South Africa law or the laws of your current state or country of residence. Any legal proceedings arising out of, or relating to this Agreement will be subject to the jurisdiction of the courts of the district of South Africa.

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I have read and fully understand the terms and conditions herein.

Signed:

ON BEHALF OF THE LICENSEE

Name: -----

At: -----

Date: -----