



BETDATA (Pty) Ltd
Product Licence General Terms and Conditions

NOTE: THE CUSTOMER'S ATTENTION IS DRAWN TO THE FOLLOWING:

THE KEY LICENCE DETAILS AND RESTRICTIONS OF USE IN THE APPENDIX TO THE PRODUCT LICENCE AGREEMENT; AND

THE RESTRICTIONS ON SUPPLY (PARAGRAPH 3.4), WARRANTIES (PARAGRAPH 8) AND LIMITATIONS AND EXCLUSIONS OF LIABILITY (PARAGRAPH 10) IN THESE GENERAL TERMS AND CONDITIONS.

1 Definitions and Interpretation

1.1 For the purposes of the Agreement the following words and expressions will have the following meanings:

Addendum	a written addendum or variation to the Agreement signed by an authorised representative of each party;
Agreement	the agreement between the parties relating to the licence of the Product(s) by BETDATA to the Customer, comprising the Product Licence Agreement and these Product Licence General Terms and Conditions;
Applicable Laws	any and all relevant legislation and regulations currently in force or otherwise required at any time from any national, local or any other relevant authority or body in any jurisdiction in order for the Customer lawfully and properly to receive the Product(s) and take bets on them;
Authorised Persons	the Customer's officers, employees, agents, subcontractors and professional advisers;
Back-Office Use	use in connection with the internal administrative operations of the Customer's business only and not in connection with any use involving the display, publication or communication to the public of the Product(s) in any medium whatsoever, whether in existence as at the date of the Agreement or yet to be devised;
Business Day	any day, other than a Saturday or a Sunday, on which commercial banks are open for business in South Africa;
Computer Network Service	a service which provides information to the public by any form of computer on-line media (including linear and interactive delivery and the internet), for exhibition, distribution or exploitation through any arrangement, apparatus, device, process or procedure, including technology of video, sound and data transmission to

portable devices or personal digital assistants (such as mobile phone and palm top computers) whether now known or hereafter devised;

Confidential Information

of a party means all information (in whatever form) which is, directly or indirectly, in whatever manner, whether before or after the date of the Agreement, disclosed or made available to the other party or otherwise obtained by the other party in connection with the subject matter of the Agreement (and in each case, disclosure or receipt by a party's Group Company shall be treated as disclosure or receipt by the relevant party). For the avoidance of doubt, the Confidential Information of BETDATA shall include one or more of the electronic data feeds that carry the Product(s), the associated receiving software for the Product(s) (in source and/or object code), any trader console software (in source and/or object code), the login credentials required to gain access to any trader console software, the specification for the Product(s) (including all information set out in Schedule 1), information relating to the business or affairs of the Rights Holders and information expressly marked by BETDATA as "Confidential";

Danger Message(s)

any data (if any) collected by BETDATA and provided to the Customer within the Product that indicates that the chance of a key event (such as a goal or fall) occurring has increased;

Data Product(s)

any Data Product(s) (if any) specified in the Product Licence Agreement;

Delivery Method

the methods of delivering to the Customer or providing the Customer with access to the Product(s) as set out in the Product Licence Agreement;

Disaster Recovery Feed

a Feed similar to the Production Feed that may be delivered to the Customer at the Disaster Recovery Site in order for use by the Customer as a Production Feed if (and only for so long as) a Production Feed Site fails;

Disaster Recovery Feed Site

the disaster recovery feed site (if any) specified in the Product Licence Agreement or another disaster recovery feed site as agreed by us in writing from time to time during the Term (such Agreement not to be unreasonably withheld or delayed);

Feed

a data feed sent in XML, JSON or such other appropriate format as BETDATA shall determine from time to time via internet protocol comprising information relating to a sport or group of sports;

Fees

the fees to be paid by the Customer for all of the

Product(s) as set out in the Product Licence Agreement

Fixtures

an individual sporting match, fixture, meeting or contest relating to any sports or leagues covered by the Product(s);

Group Company

in relation to a party, the ultimate Holding Company or any Subsidiary of such Holding Company, or any company which is a Subsidiary of any such Subsidiary;

Incident(s)

any data that are collected on an individual Fixture including, pre-Fixture, in-Fixture and post-Fixture data;

Intellectual Property Rights

any current and future intellectual property rights, including:

(i) copyrights, trade marks, trade names, domain names, rights in logos and get-up, inventions, confidential information, trade secrets and know-how, design rights, patents, utility models, semi-conductor topographies, all rights of whatsoever nature in computer software and data, rights in databases, privacy rights;

(ii) all intangible rights and privileges of a nature similar, analogous or allied to any of the above, in every case in any part of the world and whether or not registered, including in relation to the above:

- (iii) all granted registrations and all applications for registration;
- (iv) all renewals, reversions or extensions;
- (v) the right to sue for damages for past infringement; and
- (vi) all forms of protection of a similar nature which may subsist anywhere in the world;

LBO Sites

any licensed betting office premises (LBOs) (if any) owned or controlled by the Customer situated in the Territory in respect of which there is in force a licence authorising the holder of the licence to use those premises as a betting office pursuant to any relevant legislation applicable to such premises and/or any other premises in the Territory, the primary business activity of which is the taking of bets from members of the public who enter such premises, and credit betting offices (in each case in the Territory);

Live Reports	basic statistical data relating to a Fixture which may be displayed during the course of a Fixture in either textual or graphical form;
Private Customer	a private individual (which for the avoidance of doubt shall exclude any person contracting with the Customer in the course of business) contracting as such with the Customer for the provision of betting services generated from the Product(s) and provided via a Computer Network Service;
Production Feed	a live Feed;
Production Feed Site	the production feed site (if any) specified in the Product Licence Agreement or another production feed site as agreed by us in writing from time to time during the Term (such Agreement not to be unreasonably withheld or delayed);
Product(s)	the products to be licensed by BETDATA to the Customer, as specified in the Product Licence Agreement (which may include, inter alia, Data Products and/or Streaming Products);
Product Licence Agreement	the BETDATA Product Licence Agreement or BETDATA Product Licence and Content Delivery Agreement setting out, inter alia, the key details of the licence to be granted by BETDATA to the Customer in respect of the Product(s) and any other special terms and conditions agreed between BETDATA and the Customer relating to the Product(s);
Purposes	the purposes set out in the Product Licence Agreement;
Rights Holder(s)	any third parties who hold the rights (including rights of access to collect and collate data and audio-visual content) in the Product(s);
Secure Access	as defined in paragraph 7.6 of these General Terms and Conditions;
Special Conditions	the special conditions applicable to each Product specified in the Product Licence Agreement;
Start Date	the start date of the Customer's licence to use the Product(s) specified in the Product Licence Agreement;
Streaming Product(s)	any Streaming Product(s) (if any) specified in the Product Licence Agreement;
Term	as defined in the Product Licence Agreement;
Territory	the territory applicable for each Product as set out in the Product Licence Agreement;

Unofficial Data any data relating to the Fixtures that is the same as or similar to the data which forms part of the Product(s) and is produced or distributed without the consent or authorisation of BETDATA or the Rights Holders (as applicable);

Website an official public access website used by the Customer's end customers, including (a) the Customer's official public access English language website; and (b) any official public access foreign language website in each case owned or controlled by the Customer; and

Year the period of twelve (12) months' from the date of the Agreement or the Start Date (whichever is earlier), and each consecutive period of twelve (12) months thereafter.

1.2 Except where expressly specified to the contrary elsewhere in the Agreement, reference to the parties includes their Group Companies, permitted assignees and/or their respective successors in title to substantially the whole of their respective undertakings.

1.3 Paragraph headings in the Agreement are for ease of reference only and shall not be taken into account in construing the Agreement.

1.4 Reference in the Agreement to paragraphs, Appendices, Schedules and Annexes are references to those contained in the Agreement.

1.5 The Recitals, Appendices, Schedules, Annexes and Addenda to the Agreement are an integral part of the Agreement and reference to the Agreement includes reference thereto.

1.6 Where appropriate, words denoting the singular shall include the plural, and vice versa.

1.7 References to the words "include" or "including" are to be construed without limitation to the generality of the preceding words.

1.8 References to any statute or statutory provision include a reference to that statute or statutory provision as amended, extended, re-enacted, consolidated or replaced from time to time and shall include any order, regulation, instrument or other subordinate legislation made under statute or statutory provision.

1.9 References to the Product(s) shall include references to any part of them.

2 Agreements

2.1 The grant of the licence in respect of the Product(s) shall be subject to the parties having first entered in to an Agreement in respect of the Product(s).

2.2 Subject to paragraphs 17 and 21 of these General Terms and Conditions, the terms of (i) the Product Licence Agreement and (ii) these General Terms and Conditions shall together constitute the entire terms and conditions of the Agreement applicable to the licence of the Product(s) by BETDATA to the Customer, to the exclusion of all other terms. For the avoidance of doubt, any other terms and conditions, including any terms of business of the Customer, are expressly excluded from the Agreement and shall not apply to any Product(s).

2.3 Each Agreement shall constitute a separate contract between BETDATA and the Customer. Unless expressly specified otherwise in an Agreement, termination of one Agreement shall have no effect on any other Agreement.

2.4 Unless expressly agreed otherwise in writing between the parties, in the event of any conflict or inconsistency between the terms of any Product Licence Agreement and these General Terms and Conditions, the terms of the Product Licence Agreement shall prevail.

3 Licence

3.1 BETDATA hereby agrees to supply the Customer with, and grant the Customer a non-exclusive licence to receive and use, the Product(s) solely for the Purposes, on the terms and conditions set out in the Agreement. Except as expressly prohibited elsewhere in the Agreement, the Customer is entitled to incorporate or combine the Customer's own information or information licensed to the Customer from a third party with the Product(s) for the purpose of providing a comprehensive service to the Customer's end customers.

3.2 The Agreement and the rights granted to the Customer under it does not confer upon the Customer any right to use or to authorise others to use, distribute or communicate to the public the Product(s) or to authorise others to use, distribute or communicate to the public the Product(s) for any purpose other than as set out in paragraph 3.1 of these General Terms and Conditions. In particular the Customer is not entitled to:

(A) make, and are not entitled to authorise or permit any third party to make, any copies in any medium whatsoever of the Product(s); and/or

(B) transcribe or relay the Product(s) in any medium (whether physical or electronic) to any other body or person other than allowed under paragraph 3.1 of these General Terms and Conditions,

without BETDATA's prior written consent which BETDATA may give or withhold in its absolute discretion.

3.3 Except as expressly provided in the Agreement, the Customer must not authorise or permit the Product(s) to be recorded, stored, edited, manipulated, reproduced or further communicated or transmitted without BETDATA's prior written consent which BETDATA may give or withhold in its absolute discretion.

3.4 Except as expressly provided in the Agreement the Customer must not supply or enter into any agreement or other arrangement to supply or relay or allow any other person to supply or relay the Product(s) (or any data comprised in the Product(s)) to any other body or person including:

(A) (if the Customer carries on the business of a bookmaker) any other bookmaker;

(B) any operator of cable television, master antennae television, satellite television, or terrestrial television broadcast services or systems;

(C) any provider or operator of news or information services and/or systems;

(D) any third party contractor who provides services to the Customer (whether in connection with betting operations or otherwise); and

(E) any members of the Customer's group that are not Group Companies as at the date of the Agreement,

without BETDATA's prior written consent, which BETDATA may give or withhold in its absolute discretion.

- 3.5 Notwithstanding the Purposes for which the Customer may be entitled to use the Product(s), the Customer may not at any time make any alteration to any copyright notices which may be included as part of the Product(s).
- 3.6 Each of the parties acknowledges and agree to the other that they both have a common interest in uncovering and preventing sport event-fixing and betting related corruption. As such, on request, each of the parties agrees to provide the other with reasonable assistance in investigating and preventing actual, threatened or suspected instances of sport event-fixing and betting related corruption.
- 3.7 The Customer agrees that:
- (A) the Customer will use the Product(s) entirely at the Customer's own risk;
 - (B) BETDATA gives no warranty that supply of the Product(s) will be uninterrupted or free from error, or that the content or results from the Product(s) will be accurate or contain all necessary material and information;
 - (C) BETDATA gives no warranty as to the Delivery Method and the Customer agrees that BETDATA may alter the Delivery Method at its absolute discretion at any time, provided that where such alteration may materially affect your business, if possible BETDATA will endeavour to provide the Customer with reasonable notice of any such alteration;
 - (D) if the Customer makes any use of the Product(s) which is not an authorised Purpose, BETDATA shall be entitled to suspend or terminate supply of the Product(s) or the Agreement in accordance with paragraph 12.2 (A) (ii) of these General Terms and Conditions;
 - (E) the Customer shall not use the Product(s) in connection with betting transactions which are illegal or for which the Customer does not hold the requisite regulatory licence;
 - (F) the Customer shall procure that any service or other material that incorporates the Product(s) shall not contain any statement or other material that (i) incorporates pornographic material; and/or (ii) uses foul language or blasphemy, is libellous, offensive, obscene or otherwise unlawful;
 - (G) the Customer will notify BETDATA in writing at the earliest opportunity of any actual, threatened or suspected unauthorised use of the Product(s) or other infringement or potential infringement of the Intellectual Property Rights in the Product(s) ("Rights") of which the Customer becomes aware (including the collection, use and/or supply of Unofficial Data), providing S I S w i t h all information the Customer has in the Customer's possession concerning the actual, threatened or suspected infringement and giving BETDATA all reasonable assistance (at BETDATA's cost) in any action that BETDATA may consider necessary to take against such potential or actual infringers to protect BETDATA's rights.

- 3.8 The Customer further agrees that the Customer shall be liable to BETDATA for the actions or omissions of the Customer's Group Companies, as if they were the Customer's own actions or omissions.

4 The Fees

- 4.1 The Customer must pay BETDATA the Fees by standing order or direct debit (unless otherwise agreed) by equal monthly instalments in advance. The first instalment will be due on or before the Start Date and will include all sums due in respect of the period from the Start Date to the end of that calendar month. Subsequent instalments will be due on or before the first day of each month. Any amounts comprised within the Fees expressed to be payable per annum shall be reduced proportionately in respect of any period of less than twelve months in which the Fees become payable.

- 4.2 In the event of the cost of supply of the Services to BETDATA increasing during the term of the Agreement, BETDATA may from time to time vary the Fees by a similar rate on giving the Customer not less than three months' prior written notice. Any such variation will take effect

upon the date specified in the relevant notice. In respect of periods beginning on or after such date the Customer must pay the Fees as varied by BETDATA.

- 4.3 During any initial fixed term period of the Agreement, BETDATA shall not unilaterally increase the Fees by an amount exceeding the rate of inflation. If, following the initial fixed term, BETDATA increases the Fees by an amount exceeding the rate of inflation, the Customer may terminate the Agreement with effect from the date on which the increase in the Fees would otherwise take effect by giving BETDATA written notice at any time before that date. The rate of inflation will be calculated by reference to the all items index of retail prices maintained by Stats South Africa published 12 (twelve) months prior to the date of the notice of the Fees increase and the index figure published immediately prior to the date of BETDATA's notice varying the Fees.

- 4.4 Notwithstanding paragraph 4.3, BETDATA may increase the Fees on notice at any time during the Term by any amount to reflect changes in the daily spot rate between the South African Rand and the pound sterling. If BETDATA does increase the Fees in accordance with this paragraph 4.4 then paragraph 4.3 shall not apply. Any such increase shall take effect on the day specified in the relevant notice.

- 4.5 The Customer must make prompt and correct payment of all amounts that the Customer owes to BETDATA (and time will be of the essence in this respect). BETDATA may charge the Customer interest at a rate of 4% (four per cent) per annum above the South African Reserve Bank prime lending rate from time to time compounded monthly on all late and overdue payments until payment is received by BETDATA. If any amount payable by the Customer to BETDATA has not been paid in full by the due date then if, and only if, BETDATA terminates the Agreement under paragraph 11.2 (A)

(i) of these General Terms and Conditions (termination for non-payment) all amounts owing (whether due or not) by the Customer to BETDATA, will become immediately due and payable, together with all costs and expenses, including legal and other debt collection expenses, incurred by BETDATA in recovering and attempting to recover all such amounts.

- 4.6 All amounts payable by the Customer under the Agreement are exclusive of Value Added Tax, which will be charged at the appropriate rate if applicable.

5 Ownership

- 5.1 All rights in or to the Product(s) and all Confidential Information relating to the Product(s) (including all Intellectual Property Rights in or related to the Product(s)) shall belong to BETDATA and/or to BETDATA's licensors.
- 5.2 The Customer agrees and acknowledges that it may be necessary for BETDATA to add to or vary the content or specification of the Product(s), as a consequence of an action or inaction of a Rights Holder, including any restrictions that they place on collection of data, or otherwise. BETDATA will notify you as soon as reasonably practicable in advance of all such amendments, but if BETDATA fails to do so, such failure shall not constitute a breach of the Agreement that would entitle the Customer to terminate it.

6 Confidentiality

- 6.1 The Customer agrees:
- (A) at all times to keep the Confidential Information of BETDATA secret and confidential;
 - (B) neither to disclose nor permit the disclosure of the Confidential Information of BETDATA to any person, except for disclosure to authorised persons in accordance with paragraph 6.2 of these General Terms and Conditions, or to a Court of competent jurisdiction, other public body or Stock Exchange in accordance with paragraph 6.9 of these General Terms and Conditions;
 - (C) not to use the Confidential Information of BETDATA directly or indirectly for any purpose, whether commercial or non-commercial, other than for the Purposes and as otherwise permitted by the Agreement; and
 - (D) not to make any copies (except with the prior written consent of BETDATA which BETDATA shall not unreasonably delay or withhold) or adaptations of the Confidential Information of BETDATA, nor scan, store, retrieve, display, process, print, divulge, disclose, publish, confirm, deny or circulate it (or do any act analogous with any of the above) by any method, medium or process whether now in existence or to be created in the future except as expressly set out in the Agreement.
- 6.2 Subject to the other terms of the Agreement (including the restrictions set out in paragraph 3.4 of these General Terms and Conditions), the Customer may disclose the Confidential Information of BETDATA only to those officers, employees, agents, subcontractors and professional advisers who reasonably need to receive the Confidential Information to enable the Customer to achieve the Purposes.
- 6.3 The Customer must ensure that all persons to whom the Confidential Information of BETDATA is disclosed pursuant to paragraph 6.2 complies with the Customer's obligations under this paragraph 6, and the Customer acknowledges that the Customer shall be liable to BETDATA for any breach of those obligations by any such persons.
- 6.4 Further, the Customer undertakes that:
- (A) the Customer shall not make any inventions or developments using or based on the Confidential Information of BETDATA (except to the extent wholly ancillary and necessary to achieving the Purposes, or as may be permitted in any future agreement between us) and, if any such permitted inventions or developments are made, the Customer shall, at the request and cost of BETDATA, do all such further acts and execute all such documents as may from time to time be necessary to vest all

Intellectual Property Rights in such inventions or developments in BETDATA or its nominee;

(B) the Customer shall not attempt to replicate the Confidential Information of BETDATA nor to investigate detailed aspects of the Confidential Information of BETDATA; and

(C) the Customer shall not, without the prior written consent of BETDATA, use the Confidential Information of BETDATA directly or indirectly to procure a commercial benefit to the Customer (other than in connection with the Purposes) or a commercial disadvantage. For the purpose of this paragraph 6.4 (C), a commercial disadvantage shall include:

(i) supporting any patent applications being made by the Customer or by any third party;

(ii) obtaining or submitting evidence to support an allegation of patent infringement;

(iii) anything the Customer does or authorises any third party to do that is not a Purpose in connection with the design, test, manufacture or modification of hardware (which includes software incorporated in or used in conjunction with such hardware) driven by the Product(s) comprised within the Confidential Information of BETDATA;

(iv) the Customer inventing (or taking any steps preparatory to inventing) or assisting any third party in inventing (or taking any steps preparatory to inventing) any product or Product(s) which actually or potentially compete with the Product(s) comprised within the Confidential Information of BETDATA; or

(v) the Customer inventing (or taking any steps preparatory to inventing) or assisting any third party in inventing (or taking any steps preparatory to inventing) any product or service that is based on and/or comprising the Product(s) and that enables a third party to directly or indirectly procure a commercial benefit from the Product(s).

6.5 BETDATA and BETDATA's authorised representative shall be entitled no more than twice in any year during normal business hours and upon reasonable notice to have reasonable access to the Customer's premises, books, records, directors and employees, and those of the Customer's agents and contractors, in order to satisfy it that the Customer is complying with the Customer's obligations under this paragraph 6.

6.6 Upon BETDATA's supply to the Customer of the Product(s) ceasing for any reason, the Customer must not make any further use of the Product(s) and, on written request by BETDATA, the Customer must return to BETDATA all Confidential Information of BETDATA held by the Customer in whatever medium and, failing that, allow BETDATA or its authorised representatives access to all relevant premises to remove it. The Customer must, at BETDATA's request, provide a certificate, signed by a director, confirming that the obligations referred to in this paragraph 6.6 have been met.

6.7 As an exception to the obligations under paragraph 6 of these General Terms and Conditions the Customer may retain one copy of the Confidential Information of BETDATA in legal files for the

purpose of compliance with legal and/or regulatory obligations or for recording compliance with obligations under this paragraph 6.

6.8 Subject to the other terms of the Agreement, BETDATA agrees:

- (A) at all times to keep the Customer's Confidential Information secret and confidential; and
- (B) not to use or disclose, nor permit the use or disclosure of, the Customer's Confidential Information to any person, except as is necessary for the performance of the Agreement (or exercise of any rights under the Agreement), or as is necessary to comply with any obligations to BETDATA's licensors and Rights Holders, or as is otherwise permitted by the Agreement.

6.9 Nothing in the Agreement shall prevent the disclosure of Confidential Information to the extent required by an order of any Court of competent jurisdiction, or in connection with any proceedings of any such Court or otherwise as required by law or regulation, or the rules of any regulatory authority or by the rules of any relevant Stock Exchange. To the extent that either party is required to disclose Confidential Information by order of any Court of competent jurisdiction, other public body or Stock Exchange that party must, if the circumstances permit and the law allows:

- (A) inform the other party of the proposed disclosure as soon as possible (and if possible before the Court of competent jurisdiction, other public body or Stock Exchange orders the disclosure of the Confidential Information);
- (B) at the cost of the party whose Confidential Information is involved, ask the Court of competent jurisdiction, other public body or Stock Exchange to treat the Confidential Information as confidential; and
- (C) allow the party whose Confidential Information is involved to make representations to the Court of competent jurisdiction, other public body or Stock Exchange in respect of the disclosure and/or confidential treatment of the Confidential Information.

6.10 The obligations under this paragraph 6 shall not apply to Confidential Information that:

- (A) was possessed or was known by the recipient before disclosure; or
- (B) is or becomes publicly known, other than as a result of breach of the terms of this paragraph 6 by the recipient or by anyone to whom the recipient disclosed it; and
- (C) was obtained from a third party and the third party was not (and should not reasonably have been) under any obligation of confidentiality with respect to the Confidential Information.

6.11 Each of the parties acknowledges and agrees that any breach of this paragraph 6 by them could cause injury to the other party and damages might not be an adequate remedy. If a party breaches or threatens to breach any provision of this paragraph 6, the other party shall be entitled (in addition to claiming damages) to apply for equitable relief in any court of competent jurisdiction. Nothing contained in the Agreement shall be construed as prohibiting either party from pursuing any other remedies available for a breach or threatened breach of this paragraph 6.

- 6.12 The Agreement does not include, expressly or by implication, any representations, warranties or other obligations:
- (A) to grant the Customer any licence or rights other than as may be expressly stated in the Agreement;
 - (B) to require the Customer to negotiate or continue negotiating with us with respect to any further agreement, and either party may withdraw from any such negotiations at any time without liability; nor
 - (C) as to the accuracy, efficacy, completeness, capabilities, safety or any other qualities whatsoever of the Confidential Information of BETDATA.
- 6.13 For the avoidance of doubt, nothing in the Agreement shall permit, or be construed so as to permit, the Customer to make any statement to any third party regarding the suitability or otherwise of the Product(s) for any purpose, without BETDATA's prior written consent.
- 6.14 The obligations set out under this paragraph 6 shall survive the termination or expiry of the Agreement.

7 Intellectual Property, Infringement, Security and Regulatory Compliance

- 7.1 The Customer will:
- (A) ensure that any text-based service the Customer provides (which includes an own-brand text service or a Website), displays the following copyright notice and any other copyright notice that BETDATA may advise the Customer of during the term of the Agreement:

"© BETDATA (Pty) Ltd

Copyright in the information displayed on this website or provided in this service is the property of BETDATA and/or its licensors. This information is intended for personal use only and may not be displayed in public, broadcast or used for any commercial purpose without the express written consent of BETDATA. Whilst every effort is made to ensure that the information is accurate, BETDATA accepts no responsibility for any use made of the information provided on this website or in this service and excludes all liability in respect of any loss suffered by any person arising directly or indirectly from use of the information.";
 - (B) take all reasonable steps necessary to procure that the Customer's end customers (including where applicable, Private Customers) do not infringe the Intellectual Property Rights in the Product(s); and
 - (C) where applicable, use all reasonable endeavours to ensure (by the use of appropriate methods) that the Product(s) cannot be saved after having been downloaded by Private Customers.
- 7.2 The Customer acknowledge that all rights in the Product(s) belong (and will continue to belong) to BETDATA and/or BETDATA's licensors and agree that the Customer will use all reasonable information technology security measures to prevent the theft or unlawful reception, exhibition, copying or use of the Product(s).
- 7.3 The Customer confirms that the Customer has not done, omitted or authorised any act relating to the Product(s) that will undermine, determine or infringe BETDATA's, or any of BETDATA's

licensors', Intellectual Property Rights in the Product(s), and will not do so during or after the Term.

7.4 BETDATA or BETDATA's licensors shall be solely entitled in BETDATA's or BETDATA's licensor's name, in BETDATA's or BETDATA's licensor's) absolute discretion and at BETDATA's or BETDATA's licensor's expense to institute all such proceedings and do all such acts or things as BETDATA and/or BETDATA's licensors may deem necessary or desirable for the purpose in any part of the world of establishing, protecting, enforcing or recovering damages or penalties in respect of any infringement of the Rights and all sums recovered by BETDATA in respect of an infringement of any of the Rights shall (as between us) belong to BETDATA or BETDATA's licensors.

7.5 The Customer agrees to the following record keeping requirements and audit and inspection rights:

(A) The Customer shall, both during the term of the Agreement, and for any period that is required by law or, if longer, the period of 2 (two) years from the date of termination or expiry of the Agreement (whosoever caused), maintain and retain in recoverable form records and documents of all material matters concerning the performance of the Customer's obligations under the Agreement.

(B) The Customer agrees that BETDATA (or any Regulator and/ or Rights Holder) may appoint a suitably qualified independent third party as auditor ("Auditor") and, provided that in relation to such appointment the Auditor enters into a confidentiality agreement in respect of any Confidential Information accessed by the Auditor, the Customer will allow the Auditor at all reasonable times to audit the Customer's records and the Customer's compliance with the terms of the Agreement generally. BETDATA will give the Customer a minimum of 24 (twenty four) hours' notice except where the requirements of a regulatory or governmental body having jurisdiction to inspect the affairs of a company (a "Regulator") or a Rights Holder requires access on no or shorter notice or BETDATA has a reasonable belief that the Customer is in breach of the terms of the Agreement. The Customer will co-operate with the Auditor and provide all such asBETDATAance reasonably requested by BETDATA and the Auditor during the course of such audits and inspections and shall allow the Auditor to take copies of relevant records, without charge. Following an audit or inspection the Customer will implement any additional measures requested in writing by the Auditor. The Customer shall have the right to be present at such audit, without obstructing the proper conduct of the same.

(C) Without prejudice to paragraph 7.5 (B) of these General Terms and Conditions, the Auditor may enter the Central Site(s) and/or all or any LBO Sites and/or any other premises owned or controlled by the Customer on reasonable notice during normal business hours in order to check that the Customer is complying with the terms of the Agreement and is not using the Product(s) for any purpose other than the Purpose(s). BETDATA will give the Customer a minimum of 24 (twenty four) hours' notice except where the requirements of a Regulator or a Rights Holder require access on no or shorter notice or BETDATA has a reasonable belief that the Customer is in breach of any of the terms of the Agreement. The Auditor will be provided with access to all relevant information, documents, plans, specifications and other things relating to the performance of the Customer's obligations under the Agreement and to enable the Auditor to audit fully the Customer's compliance with the terms of the Agreement.

(D) The Customer will notify BETDATA as soon as the Customer becomes aware of any development that may have a material adverse impact on the Customer's ability to meet the Customer's obligations under the Agreement.

- (E) Each party shall bear their own costs of any of the audits or inspections set out in this paragraph 7.5, except where BETDATA finds that the Customer is in breach of any term of the Agreement, in which case the Customer shall bear all reasonable and properly incurred costs of the audit.
- 7.6 Access to Product(s) may be provided to the Customer via user identification (“IDs”) and passwords, which BETDATA shall notify to the Customer in writing (“Secure Access”). The Customer shall be responsible for ensuring the security and proper use of all user IDs and passwords provided to the Customer and used in connection with Secure Access and BETDATA reserves the right (at its sole discretion) to:
- (A) suspend the Customer’s Secure Access if at any time BETDATA reasonably considers that there is or is likely to be a breach of security or proper use; and
- (B) require the Customer to change any or all of the user IDs or passwords used by the Customer in connection with Secure Access.
- 7.7 the Customer acknowledges that any user IDs and passwords provided to the Customer under paragraph 7.6 of these General Terms and Conditions are confidential and undertake to BETDATA that the Customer shall not and shall procure that the Customer’s associates, directors, officers and employees shall not at any time save with BETDATA’s prior consent in writing divulge or communicate them to any person other than to the Customer’s directors, officers, employees or professional advisers whose business it is to know the same, save to the extent that such information is permitted to be disclosed under paragraph 6.
- 7.8 The Customer acknowledges and agrees that any breach of paragraph 7.7 of these General Terms and Conditions could cause injury to the Customer and that damages would not be an adequate remedy. If the Customer breaches or threatens to breach any provision of paragraph 7.7 above, BETDATA shall be entitled (in addition to claiming damages) to apply for equitable relief in any court of competent jurisdiction and the Customer shall not oppose any such application. Nothing contained in this paragraph 7 shall be construed as prohibiting BETDATA from pursuing any other remedies available to BETDATA for a breach or threatened breach of paragraph 7.7.
- 7.9 The Customer acknowledges and agrees that BETDATA’s obligations under the Agreement do not extend any further than the point at which BETDATA makes the Product available on its outgoing queues. BETDATA shall not be responsible for its performance or the reliability of the Delivery Method once the messages have been removed from the outgoing queues and have reached the LBO Site (or any other site owned or controlled by you at which you access the Product).
- 7.10 Each party agrees to:
- (A) comply with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption (the “Relevant Requirements”);
- (B) not engage in any activity, practice or conduct which would constitute an offence under South African Law;
- (C) have and maintain in place throughout the duration of the Agreement its own policies and procedures to ensure compliance with the Relevant Requirements, and to enforce them where appropriate;
- (D) promptly report to the other party any undue financial or other advantage of any kind that is offered to (or made, received or requested by) us in connection with the performance of the Agreement, or if any employee, agent or other person who is

associated with the Agreement is investigated by a law enforcement agency in relation to corrupt practices and any breach of anti-bribery and anti-corruption laws; and

- (E) ensure that all persons associated with the Agreement comply with this paragraph 7.10.

8 The Customer's Representations, Warranties and Undertakings

8.1 The Customer represents, warrants and undertakes that:

- (A) the Customer possesses full power and authority to enter into and perform the Agreement;
- (B) in incorporating or combining any other information with the Product(s) (under paragraph 3.1 of these General Terms and Conditions) the Customer will not infringe any third party rights;
- (C) before the Start Date, the Customer will have obtained all and any regulatory licences ("Licences") which are required in any jurisdiction in order for the Customer lawfully and properly to receive the Product(s) and take bets on them;
- (D) before any of the Licences lapse, expire or further Licences are required, the Customer will obtain any extension or new Licences which are required in order for the Customer lawfully and properly to receive the Product(s) and take bets on them;
- (E) during the Term the Customer will comply with the conditions of any Licence (and pay or procure payment of any fees or charges payable for all Licences) and with all pertinent legislation and regulations and will not wilfully or negligently do anything that might cause such Licences and/or permissions to be suspended or withdrawn; and
- (F) the Customer will keep BETDATA fully indemnified from and against all liabilities, claims, demands, actions, losses, damages, costs and expenses (including legal costs and expenses) arising out of or in connection with any use by the Customer (and/or by any person, firm or corporation authorised or permitted by the Customer) of the Product(s) in a manner not authorised under the Agreement.

9 BETDATA's Warranties

9.1 BETDATA warrants that it possesses full power and authority to enter into and perform the Agreement and has obtained any and all necessary licences and permissions required.

9.2 BETDATA shall not be taken as having given a warranty, guarantee or recommendation as to the suitability of the Product(s) for any specific purpose. The Customer must satisfy itself as to whether the Product(s) are suitable for their purpose(s) and BETDATA gives no warranty nor makes any representations to this effect. BETDATA gives no warranty as to the accuracy of the Product(s), or as to the results to be obtained from the Product(s) and the Customer relies on such Product(s) at the Customer's own risk. BETDATA shall not be liable for any inaccuracies relating to or comprised within the Product(s).

9.3 BETDATA warrants that so far as it is reasonably aware the supply by BETDATA to the Customer of the Product(s) under the terms of the Agreement will not infringe any third party Intellectual Property Rights.

- 9.4 Where the provision of the Product(s) involves the supply of any services (including delivery services) by BETDATA to the Customer, BETDATA warrants that such services will be provided using reasonable care and skill. BETDATA does not warrant that any services will be uninterrupted or error free.
- 9.5 BETDATA will keep the Customer fully indemnified from and against all liabilities, claims, demands, actions, losses, damages, costs and expenses (including legal costs and expenses) arising out of or in connection with a breach by BETDATA of the warranty in paragraph 9.3 above ('Action'). For the avoidance of doubt, BETDATA shall bear no liability whatsoever under the terms of this paragraph 9.5 in respect of any Action made or brought against the Customer that arises out of or in connection with your acts or omissions (including any modification of the Product(s) by you) or any breach by the Customer of the Customer's obligations under the Agreement.
- 9.6 In the event of an actual or potential Action arising, the Customer shall:
- (A) as soon as reasonably practicable, and in any event within 5 (five) Business Days of the date upon which the Customer becomes aware of an actual or potential Action, give written notice of the actual or potential Action to BETDATA, specifying in reasonable detail the nature of the Action; and
 - (B) keep BETDATA fully informed of the progress of, and all material developments in relation to, the Action and provide BETDATA with copies of all information and correspondence relating to such action;
 - (C) give BETDATA and its professional advisers access at reasonable times (and on reasonable prior notice) to its premises and personnel, and to any relevant assets, accounts, documents or records within its control, for the purposes of enabling BETDATA and its advisers to assess the Action, and enabling BETDATA to exercise its rights under this paragraph 9.
- 9.7 Subject to BETDATA indemnifying the Customer in accordance with paragraph 9.5, the Customer shall:
- (A) take such action as BETDATA may reasonably request in writing to avoid, dispute, resist, mitigate, compromise or defend the Action and to appeal against any decision or judgment given in respect of it;
 - (B) not agree any compromise or settlement, or make any admission of liability or payment in relation to an Action without the prior written consent of BETDATA (such consent not to be unreasonably withheld or delayed); and
 - (C) if required by BETDATA in writing, delegate the conduct of any action in respect of the Action to BETDATA. For this purpose, the Customer shall retain such firm of solicitors as is selected by BETDATA to proceed on your behalf in relation to the Action in accordance with the instructions of BETDATA, and the Customer shall give such information and assistance as BETDATA or the appointed solicitors of you or BETDATA may require in connection with the conduct of the Action.
- 9.8 BETDATA shall have no liability in respect of an Action to the extent that the liability pursuant to the Action arises or is increased as a result of the Customer's failure to act in accordance with any request or direction given by BETDATA in accordance with the provisions of this paragraph 9.

- 9.9 The Customer shall take all reasonable steps to avoid or mitigate any loss or liability which may give rise to an Action.

10 Limitation of Liability

- 10.1 Nothing in the Agreement shall exclude either party's liability for death or personal injury caused by that party's negligence or any other liability that cannot be excluded or prohibited by law.
- 10.2 Subject to paragraph 10.1, in no circumstances shall either party be liable to the other party for:
- (A) any loss of or damage to profit, revenue, anticipated savings, data, use, contract, goodwill, opportunities or business (whether direct or indirect); or
 - (B) any indirect or consequential loss of any nature whatsoever.
- 10.3 Without prejudice to the other limitations on liability in the Agreement, but subject to paragraphs 10.1 and 10.2 of these General Terms and Conditions, in any event, and notwithstanding anything contained in the Agreement, each of the party's liability to the other party for any claims arising out of or in connection with the Agreement and/or the Product(s) covered by the Agreement, howsoever arising, shall be limited (other than in relation to claims arising under paragraphs 6 (Confidentiality), 8.1 (F) (Use of Product(s)) or 9.5 (Third Party Rights Indemnity) which shall be unlimited) as follows:
- (A) for any one incident or series of related incidents in a Year, to the amount of the then current Fees payable by the Customer under the Agreement in that Year; and
 - (B) for all incidents, whether related or unrelated, in a Year, to an aggregate amount of twice the amount of the then current Fees payable by the Customer under the Agreement in that Year.
- 10.4 The term "howsoever arising" when used or referred to in this paragraph 10 shall cover all causes and actions giving rise to the liability of each party arising out of or in connection with the Agreement and/or the Product(s) covered by the Agreement (i) whether arising by reason of any misrepresentation (whether made prior to and/or in the Agreement) negligence, breach of statutory duty, other tort, repudiation, renunciation or other breach of contract, restitution or otherwise; (ii) whether arising under any indemnity; (iii) whether caused by any total or partial failure or delay in supply of the Product(s) or by any defect in hardware, software or materials; and (iv) whether deliberate (but not with malicious intent) or otherwise, however fundamental the result.
- 10.5 All warranties, conditions, terms and liabilities express or implied, statutory or otherwise, which are not expressly set out in the Agreement are excluded except to the extent such exclusion is prohibited or limited by law.
- 10.6 Each provision of this paragraph 10 is to be construed as a separate limitation applying and surviving even if for any reason one of the provisions is held inapplicable or unreasonable in any circumstances and will remain in force notwithstanding termination or expiry of the Agreement.
- 10.7 If any exclusion or limitation of liability contained in the Agreement shall be held by a court of competent jurisdiction to be invalid for any reason and BETDATA would but for this paragraph 10.7 as a result become liable without limit for any loss or damage which it

would otherwise have been lawful to exclude or limit, such liability shall be limited to the amount of the annual Fees payable under the Agreement by the Customer.

- 10.8 The Customer accepts that the allocation of liabilities and risk between the parties as effected by the Agreement and in particular by paragraphs 9 and 10 of these General Terms and Conditions takes into account such matters as the nature of the Product(s) and the Purposes, the currency of the Product(s), the price and the possible availability and cost to each party of putting in place such preventative, protective, curative, insurance and other measures as would be sufficient to minimise the impact and amount of any loss suffered should such risk materialise, and that accordingly such allocation of liabilities and risk is reasonable as between the parties in all the circumstances prevailing at the time of the Agreement.

11 Relief

Both parties acknowledge that a party would or may suffer irreparable harm if the other party failed to comply with any of its obligations set out in the Agreement, and that monetary damages would not normally be adequate to compensate for such a breach. Accordingly, both parties agree that each party will, in addition to any other remedies available to it generally, be entitled to injunctive relief and specific performance to enforce the terms of the Agreement.

12 Term and Termination

- 12.1 Subject to the other paragraphs of the Agreement, including paragraphs 12.2, 12.3 and 16 of these General Terms and Conditions, the Agreement shall be legally binding from its date. The Customer's licence of the Product(s) shall start on the Start Date and (subject to earlier termination in accordance with the terms of the Agreement) shall continue in force for the Term.
- 12.2 BETDATA will be entitled, in addition to any other rights it may have, to suspend (until such time as the situation is remedied) the supply of any or all of the Product(s) and/or terminate the Agreement (in whole or in part and in BETDATA's absolute discretion) immediately on written notice to the Customer if:
- (A) the Customer commits a material breach of the Agreement which is not capable of remedy or, if the breach is capable of remedy, the Customer fails to remedy it within:
 - (i) 5 (five) days of written notice specifying the breach and requiring its remedy in the case of the Customer's failure to pay any part of the Fees when due; or
 - (ii) 14 (fourteen) days of written notice specifying the breach and requiring its remedy in the case of any other breach; or
 - (B) the Customer commits a material breach of any other agreement between the parties which would entitle BETDATA to terminate that agreement;
 - (C) the Customer stops, or BETDATA reasonably considers that the Customer may stop, carrying on business; or
 - (D) the Customer makes any arrangement for the benefit of creditors or make any composition with creditors; or
 - (E) a receiver or receiver and manager is appointed over any or all of the Customer's assets; or

- (F) if any action or proceeding under bankruptcy or insolvency law is taken against the Customer and is not dismissed or discharged within 28 (twenty-eight) days of the commencement of such action or proceeding (time being of the essence); or
- (G) if the Customer effects a voluntary or compulsory liquidation of assets; or
- (H) the Customer is an entity in the form of a corporation, association or partnership, or a company limited by shares or guarantee or any other such equivalent body, and any transfer or disposal of or change in a substantial portion of the shares or assets or any controlling interest of such entity or body occurs; or
- (I) without prejudice to BETDATA's right to vary the content of the Product(s) under paragraph 5.2 of these General Terms and Conditions, any of the rights which BETDATA has acquired from third parties to provide the Product(s) are not renewed, extended or substituted or BETDATA's rights to grant sub-licences or otherwise supply data cease.

12.3 The Customer will be entitled terminate the Agreement immediately on written notice to BETDATA if:

- (A) BETDATA commits a material breach of the Agreement which is not capable of remedy or, if the breach is capable of remedy, BETDATA fails to remedy it within 14 (fourteen) days of written notice specifying the breach and requiring its remedy;
- (B) BETDATA stops carrying on business; or
- (C) BETDATA makes any arrangement for the benefit of creditors or makes any composition with creditors; or
- (D) a receiver or receiver and manager is appointed over any or all of BETDATA's assets; or
- (E) if any action or proceeding under bankruptcy or insolvency law is taken against BETDATA and is not dismissed or discharged within 28 (twenty-eight) days of the commencement of such action or proceeding (time being of the essence); or
- (F) if BETDATA effects a voluntary or compulsory liquidation of assets (other than for the purposes of a solvent reconstruction or solvent amalgamation).

12.4 Upon termination of the Agreement (in whole or in part) any amounts the Customer owes to BETDATA under the Agreement will become immediately due and payable. Any termination or expiry of the Agreement (whether in whole or in part) does not affect any rights or liabilities of either party which have accrued prior to the termination or expiry and will not affect any of the terms of the Agreement which are expressly or by implication intended to come into force on or to continue in force after such termination.

13 Force Majeure

13.1 Neither party will be liable to the other party or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of their obligations (except for any payment obligations) under the Agreement, if the delay or failure is due to any cause beyond that party's reasonable control. Without limitation, the following will be regarded as causes beyond a party's reasonable control:

- (A) act of God, explosion, flood, tempest, fire, fog, sun outage, inclement weather and other meteorological conditions, perils of the sea or rivers or accident;
- (B) war or threat of war, sabotage, malicious damage, insurrection, civil disturbance or requisition;
- (C) acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any government or other authority;
- (D) strikes, lock-outs or other industrial actions or trade disputes (whether involving our employees or those of a third party);
- (E) difficulties or delays in obtaining raw materials, labour, fuel, machinery or supplies or transport delays;
- (F) satellite or transponder pre-emption satellite or satellite transmission failure, or degradation or failure or degradation of terrestrial facilities for the uplink to such satellite, power failure or breakdown in machinery or other contingencies preventing or delaying service provision; or
- (G) acts of third parties (including any telecommunications operator appointed by BETDATA from time to time to carry out certain services relating to the Agreement and our agents and subcontractors).

13.2 Where any of the events described in paragraph 13.1 continue for 3 (three) months or more then the party not suffering any of the above events may (while such event(s) continue) terminate the Agreement by written notice to the other party.

14 Assignment

The Agreement is personal to the Customer and the Customer may not assign, sub-license, transfer, sub-contract, charge, make over or dispose of the Agreement or any of the Customer's rights or obligations under it (in whole or in part) to any person, firm or corporation without BETDATA's prior written consent. Notwithstanding the foregoing, the Customer may, on prior written notice to BETDATA, assign the Customer's rights and obligations under the Agreement to a Group Company. If the Customer assigns or attempts to assign in breach of this paragraph 14, BETDATA will have the right to terminate the Agreement immediately on giving notice to the Customer. No assignment or transfer will relieve the Customer of any of the Customer's obligations under the Agreement.

15 Non-Waiver

If either party does not comply with any of its obligations under the Agreement, the other party may seek remedies against the non-compliant party at any time. Any failure or delay by a party to enforce a breach of the Agreement against the non-compliant party will not prevent the other party from seeking remedies in respect of the breach in question, or in respect of any other breach that the non-compliant party may have committed at any other time during the term of the Agreement.

16 Severability

If any part of the Agreement is unenforceable (including any provision which excludes or limits BETDATA's liability to the Customer), the enforceability of any other part of the Agreement will not be affected.

17 Entire Agreement and Amendments

- 17.1 Except in respect of fraudulent misrepresentation and as expressly set out otherwise in the Agreement, the Agreement sets out the whole of the Agreement between the parties and supersedes any previous Agreement between the parties, as well as all discussions, correspondence and understandings in relation to the matters dealt with in the Agreement.
- 17.2 Subject to the other paragraphs of the Agreement (including paragraphs 17.1 and 17.4), the Customer agrees that BETDATA may amend or supplement any term of the Agreement (for example, in order to reflect any requirements imposed on BETDATA by its licensors or suppliers, changes to BETDATA's business methods and/ or changes in law).
- 17.3 Without prejudice to paragraph 17.2, any amendments or modifications to these General Terms and Conditions shall be made by way of an update to the General Terms and Conditions displayed on BETDATA's website.
- 17.4 Notwithstanding paragraph 17.2, BETDATA agrees that:
- (A) (except where expressly permitted otherwise in the Agreement), no amendment or modification relating to the Fees payable by the Customer under the Agreement or the duration of the Agreement will be valid or binding upon either of the parties unless made via an Addendum; and
 - (B) in cases where (in BETDATA's reasonable opinion) an amendment or modification to the Agreement represents a material change to the terms of the Agreement, BETDATA will provide the Customer with prior written notice of the material change (such material change to take effect upon the date specified in the relevant notice).
- 17.5 The Customer agrees that the provision of the Product(s) is subject to any arrangements (including restrictions) that BETDATA has with Rights Holders and that, accordingly the Customer will comply with any additional terms, conditions and restrictions imposed by the Rights Holders which BETDATA notifies to the Customer in writing from time to time and the Customer agrees that BETDATA may suspend or discontinue the provision of any or all of the Product(s) to the Customer in the event of the Customer's failure to comply with such terms, conditions and/or restrictions.

18 Notices

- 18.1 Any notice required to be served under the Agreement shall be in writing and shall be deemed duly given:
- (A) if delivered by hand, at the time of delivery;
 - (B) subject to paragraph 18.2, if sent by registered post, on the seventh Business Day after posting; and
 - (C) subject to paragraph 18.2, if delivered by email, in the Customer's case to the email address provided by the Customer in writing from time to time, and in the case of BETDATA to Betdata@bookies.co.za (or such other email address notified by BETDATA to the Customer from time to time) once transmitted to the recipient email address without a delivery failure notification

- 18.2 In the case of paragraphs 18.1(B) and 18.1(C), if deemed receipt occurs before 9.00am on a Business Day the notice shall be deemed to have been received at 9.00am on that day, and if deemed receipt occurs after 5.00pm on a Business Day, or on a day which is not a Business Day, the notice shall be deemed to have been received at 9.00am on the next Business Day.

19 Data Protection

Under the terms of BETDATA's arrangements with its licensors BETDATA may be required to provide details of the Customer's name and address, the address of any LBO Sites to them at their request. To the extent that this information amounts to personal data under applicable EU data protection legislation, the Customer gives its consent to BETDATA disclosing this information to its licensors if required to do so under the terms of BETDATA's agreements with them. The Customer also gives its consent to BETDATA disclosing this information to trade associations representing bookmakers for the purposes of communicating trade information relevant to the interests of the bookmaking industry as a whole, to any court of competent jurisdiction or any competent judicial, governmental or regulatory body, and as may be required by law.

20 Remedies Not Exclusive

No remedy conferred by any provisions of the Agreement is intended to be exclusive of any other remedy, irrespective of whether that remedy is given under the Agreement or is generally available at the relevant time.

21 Variation

Save as expressly provided in the Agreement (including in paragraph 17 above) no variation of the Agreement shall be effective unless it is made via an Addendum. For the purposes of this paragraph, the expression "variation" includes any supplement, deletion or replacement however effected.

22 Counterparts

The Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. Transmission of an executed counterpart of the Agreement by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of the Agreement. If either method of delivery is adopted, without prejudice to the validity of the Agreement thus made, each party shall provide the other with the original of such counterpart as soon as reasonably possible thereafter.

23 Law and Jurisdiction

The Agreement will be governed by and interpreted in accordance with the laws of South Africa and the South African courts will have exclusive jurisdiction to resolve any dispute between us arising under the Agreement.