AML GO END USER LICENSE AGREEMENT

INTRODUCTION

This End User License Agreement ("EULA") is entered into between AML GO (PTY) LTD ("AML GO") and The Customer that accepted this Agreement ("The Customer").

This Agreement may be accepted by manual signature or electronic signature, or through an electronic system specified by AML GO. In the electronic system, The Customer will be prompted to accept these terms by clicking a button. Clicking the button or using the Products or Services indicates that The Customer has read, understood, and accepted these terms.

If The Customer does not accept this Agreement, The Customer will not be able and allowed to use the system.

DEFINITIONS

"API" means application programming interface.

"Documentation" means user documentation provided by AML GO for Software, Hardware, or Services, in print, online, embedded as part of a help function, or in license files, "read me" files, header files, or similar files. Documentation includes license specifications, technical specifications, API information, and instructions for use. "Hardware" means hardware equipment, devices, accessories, and parts delivered by AML GO hereunder, including firmware incorporated therein.

"Maintenance Services" means Product maintenance, enhancement, and technical support services provided by AML GO.

"Products" means Software, Hardware, and Documentation.

"AML GO" means the software owned and developed by AML GO, which is a private company duly registered as such in accordance with the company laws of South Africa, and with registration number: 2023/850800/07 to assist clients with their monitoring, due diligence and reporting obligations as accountable institutions in terms of the *Financial Intelligence Centre Act, 38 of 2001*, as amended.

"Professional Services" means training, consulting, engineering or other professional services provided hereunder by or on behalf of AML GO, typically pursuant to a statement of work (SOW).

"Services" means Maintenance Services and Professional Services.

"Software" means software licensed and owned by AML GO to The Customer hereunder, including updates, modifications, design data, and all copies thereof. Software includes associated APIs, as well as scripts, toolkits, libraries, reference or sample code, and similar materials.

"AML GO IP" means all patents, software code, copyrights, trade secrets, and other intellectual property rights in or related to Products or Services.

DELIVERY OF SOFTWARE

Delivery of Software occurs when AML GO provides The Customer with its unique username and password to access AML Go.

FEES

The Customer will pay the fees set forth in Annexure A within 30 (THIRTY) days of the invoice date unless otherwise agreed by the parties. Unless specified otherwise, fees related to Products and Maintenance Services are invoiced in advance and Professional Services will be invoiced monthly as charges are incurred. All prices are exclusive of any taxes and any other fee.

USE AND ACCESS RIGHTS AND CONDITIONS

AML GO grants The Customer a nonexclusive, nontransferable, limited license to access and use AML Go and related Documentation for The Customer's internal business purposes whilst this agreement is in effect.

AML Go is the intellectual property and a trade secret of AML GO and as such, The Customer may not copy, distribute or replicate the software AML GO or its licensors retain title to and ownership of AML Go and AML GO IP. AML GO reserves all rights in Products and AML GO IP not expressly granted herein.

AML GO reserves the right to embed a reporting mechanism in Software to determine unauthorized use of licenses. The mechanism does not transmit technical or business data that The Customer processes with Software.

Products may contain third-party technology, including open-source software ("Third-Party Technology"). Third-Party Technology may be licensed by third parties under separate terms ("Third-Party Terms"). Third-Party terms are specified in the Documentation and control solely with respect to Third-Party Technology. If Third-Party Terms require AML GO to furnish Third-Party Technology in source code form, AML GO will provide it upon written request and payment of any shipping charges.

Unless otherwise provided in this Agreement or required to be permitted by applicable law, The Customer will not cause or permit the transfer, loan, lease, publication, or use of Software to or for the benefit of any third party without the prior written consent of AML GO.

The Customer will not reverse engineer, decompile, or otherwise attempt to discover the source code of Software. The Customer will not subject Software to any open-source software license that conflicts with this Agreement or that does not otherwise apply to such Software. The Customer will not use Software for the purpose of developing or enhancing any product that is competitive with the Software.

The Customer will only use APIs identified as published in the Documentation and only as described therein to support the authorized use of Software. The restrictions set out in this Section do not apply to the extent they conflict with mandatory applicable law.

The Customer may only engage a third party to host Software ("Provider") with AML GO's prior written consent. AML GO may require a separate written agreement as a condition to such consent.

Software hosted by a Provider must remain under The Customer's sole control at all times, unless management and operation of Software by the Provider is explicitly approved by AML GO, in which case The Customer will ensure that the Provider manages and operates the Software in conformance with this Agreement and solely for The Customer's internal business purposes as permitted herein.

If The Customer becomes aware of any actual or suspected unauthorized use or disclosure of the Software, The Customer shall immediately terminate Provider's access to the Software. A breach of this Agreement caused by a Provider will constitute a breach by The Customer. The Customer will indemnify and hold AML GO and its affiliates harmless from all claims, damages, fines, and costs (including attorney's fees and expenses) arising in connection with The Customer's use of the Provider's services.

The Customer will notify AML GO if the Provider or its relevant business comes under the control of a third party, in which case AML GO may withdraw its prior consent.

The Customer is responsible for the security of The Customer's systems and data, including Products on The Customer's systems. The Customer will take commercially reasonable steps to exclude malware, viruses, spyware, and Trojans.

The Customer acknowledges that AML GO does not control The Customer's processes or the creation, validation, sale, or use of The Customer's products. AML GO will not be liable for any claim or demand made against The Customer by any third party, except for AML GO's obligations to indemnify The Customer against infringement claims as expressly set forth herein.

The Customer is liable for a breach of this Agreement by any user of the Products or Services.

The Customer will always maintain records identifying the Software, and the location and identity of workstations and servers from which the Software is accessed.

AML GO may, during regular business hours and upon reasonable advance notice, conduct an audit of The Customer's compliance with this Agreement.

The Customer will permit AML GO or its authorized agents to access facilities, workstations, and servers and take all commercially reasonable actions to assist AML GO in determining compliance with this Agreement. AML GO and its agents will comply with reasonable security regulations while on The Customer's premises.

AML GO is hereby expressly authorized to use the data and insights derived from The Customer's use of AML Go and to use such data and insights for commercial gain in an anonymized fashion and format.

WARRANTIES AND DISCLAIMERS

AML GO makes no warranties except for the express limited warranties provided in this agreement. Representations about products, functionality, or services in any communication with The Customer constitute technical information, not a warranty or guarantee. AML GO disclaims all other warranties including, without limitation, the implied warranties of merchantability, and fitness for a particular purpose. AML GO does not warrant that the operation of the products or services will be uninterrupted or error free.

The entire, collective liability of AML GO, AML GO's affiliates, AML GO's licensors, and their representatives, for all claims and damages related in any way to this agreement, in the aggregate and regardless of the form of action, will be limited to the amount paid to AML GO for the Software license, hardware, or service that gave rise to the claim.

In no event will AML GO, AML GO's affiliates, AML GO's licensors, or their representatives be liable for any indirect, incidental, consequential, or punitive damages, loss of production, interruption of operations, or lost data or profits, even if such damages were foreseeable. For products and services provided at no charge, AML GO, AML GO's affiliates, AML GO's licensors, and their representatives, shall have no liability whatsoever. The Customer may not make a claim under this agreement more than two years after the event giving rise to the claim is or should have been discovered by The Customer.

TERMINATION

This Agreement will remain in effect until terminated by either party providing the other party 90 days written notice.

AML GO may however immediately terminate this Agreement or any Product license granted or Services provided hereunder upon notice to The Customer (i) for reasonable cause, including, without limitation: The Customer's unauthorized use of AML GO software, The Customer being liquidated, The Customer ceasing to do business, or any breach of this EULA not remedied timeously after 30 days' notice, in order to comply with legislation or requests of governmental entities and regulators.

Upon termination of this Agreement, the access and use granted, and Services provided hereunder automatically terminate. Upon termination of any license, The Customer will immediately remove and destroy all copies and versions of the Software, Documentation, and other AML GO Confidential Information, and certify such removal and destruction in writing to AML GO. No refund or credit will be given as a result of termination. The confidentiality and intellectual property rights and terms contained herein will survive termination of the Agreement.

CONFIDENTIALITY AND DATA PROTECTION

"Confidential Information" means all information disclosed by one party or any of its affiliates to the other party under this Agreement that is marked as confidential or the confidential nature of which is evident to a reasonable person. AML GO Confidential Information includes the terms of this Agreement, Products, Services, AML GO IP, and any information The Customer derives from benchmarking the Products or Services.

The receiving party will (i) not disclose Confidential Information, except on a need-to-know basis to its employees, affiliates' employees, consultants, contractors, and financial, tax and legal advisors; and with respect to the use of Products solely as authorized by the agreed license terms, (ii) use and copy Confidential Information only as required to exercise rights or perform obligations under this Agreement, and (iii) protect Confidential Information from unauthorized use or disclosure.

The receiving party (i) will ensure that all its recipients of Confidential Information are bound by confidentiality obligations and use restrictions at least as restrictive as those herein, and (ii) will be liable for compliance with this Section by each of its recipients. AML GO and its affiliates may name The Customer as a The Customer on their websites and in The Customer lists and other marketing materials.

The foregoing confidentiality obligations will not apply to any Confidential Information that (i) is or becomes generally available to the public other than as a result of disclosure by the receiving party in violation of this Agreement; (ii) becomes available to the receiving party from a source other than the disclosing party, provided that the receiving party has no reason to believe that such source is itself bound by a legal, contractual, or fiduciary obligation of confidentiality; (iii) was in the receiving party's possession without an obligation of confidentiality prior to receipt from the disclosing party; (iv) is independently developed by the receiving party without the use of, or reference to, the disclosing party's Confidential Information; or (v) is required to be disclosed by a governmental agency or law, so long as the receiving party promptly provides the disclosing party with written notice of the required disclosure, to the extent such notice is permitted by law, and cooperates with the disclosing party to limit the scope of such disclosure.

The Customer will indemnify and hold harmless AML GO, its affiliates and their representatives from any claims, damages, fines, and costs (including attorney's fees and expenses) relating in any way to The Customer's non-compliance with applicable data protection laws.

DISPUTES

The parties agree that apart from claims based on non-payment of license fees, all other claims and/or disputes will be resolved via arbitration.

ARBITRATION

All disputes in terms of or resulting from this agreement including disputes regarding the meaning of or interpretation of a condition of this agreement or the execution of any such condition or the quantification or determination of an amount or thing, shall be referred to arbitration.

Should any dispute arise, any party shall be entitled to require by written notice to the other party that the dispute be referred to arbitration and which notice shall clearly disclose details of dispute.

Subject to the provisions of this clause, such arbitration will be held under the provisions of the arbitration laws for the time being in force in the RSA.

The arbitrator will be an independent person appointed within 5 (FIVE) days of the date upon which such arbitration had been requested, and by agreement between the parties to the dispute and, in the absence of such an agreement such an arbitrator will upon the request of the relevant party be appointed by AML GO within 5 (FIVE) days.

Immediately upon the appointment of such an arbitrator the party requesting such arbitration may request a date and place when and where the arbitration proceedings will take place.

Such arbitration shall take place in PRETORIA under the formalities and procedures as determined by the arbitrator and may be held in an informal and summary manner, on the basis that it shall not be necessary to observe or carry out by the usual formalities and procedures, pleading and discovery or the strict rules of evidence.

Failing an agreement between the parties or a decision by the arbitrator, a party wishing to use a document, photo, sound or video recording, or any item of an evidentiary nature (hereafter referred to as "the exhibits"), must supply details thereof, at least 10 (TEN) days before the arbitration date to the arbitrator and the other party to the arbitration.

Such notice must include an address where the exhibits may be inspected and the party giving notice, if so requested by the other party, shall supply a copy of the exhibits. The costs of making such copies will be the costs in the cause of the arbitration.

The arbitration shall take place as soon as possible after it has been requested with a view to its possible finalisation within 30 (THIRTY) days of its request.

The arbitrator shall be entitled to make an award, including an award for specific performance, an interdict, damages, or a penalty, including an award as to costs including, if applicable, costs on the attorney and own client scale.

An award made by the arbitrator:

- Shall be final and binding on the parties to the agreement; and
- May be made an order of any court to whose jurisdiction the parties are subject.

Nothing contained in this clause shall prevent any of the parties, pending the award of the arbitrator, from obtaining interim relief on an urgent or other basis, from a court with competent jurisdiction.

GENERAL

This Agreement will extend to and be binding upon the successors and permitted assigns of the parties. However, this Agreement and the licenses granted hereunder may not be assigned, sublicensed, or otherwise transferred (by operation of law or otherwise) by The Customer without the prior written consent of AML GO.

If The Customer provides any ideas regarding the Products or Services, including suggestions for changes or enhancements, (collectively "Feedback") while using or evaluating the Products or Services, The Customer agrees that such Feedback may be used by AML GO without condition or restriction.

Neither party will be liable for delay or failure to perform due to any cause beyond its reasonable control, which could not have been prevented by good industry practice, provided the delayed party promptly notifies the other party.

Notices relating to this Agreement will be in writing and sent to the party's address as specified. A party may change its address for receipt of notice by delivery of written notice to the other party.

This Agreement shall be subject to the applicable laws of South Africa.

This agreement represents the sole memorial of the agreement between the parties and no amendments, variations or changes will be of any force or effect unless reduced to writing and signed by both parties.

SIGNED AT _____ ON THE _____ OF _____ 2023.

_____

ON BEHALF OF THE CUSTOMER

Being Duly Authorised Thereto

SIGNED AT _____ ON THE _____ OF _____ 2023.

_____

ON BEHALF OF AML GO

Being Duly Authorised Thereto

Annexure A – Pricing

TBC