

PARTNER AGREEMENT

Entered into by and between:

FETCH ENTERPRISES (PTY) LTD

REGISTRATION NO: 2015/428465/07

ADDRESS: Spaces Broadacres Block A, Cnr 3rd Ave and Cedar Road, Willow Wood Office Park, Broadacres, 2021

(hereinafter referred to as "GoFETCh")

And

REGISTRATION NO:

ADDRESS:

(hereinafter referred to as "the Partner")

1. DEFINITIONS

1.1 In this Agreement:

- 1.1.1 Any references to the singular include the plural, and vice versa;
- 1.1.2 Any reference to natural persons includes juristic persons and vice versa;
- 1.1.3 Any reference to one gender includes the other gender;
- 1.1.4 The clause headings in this agreement have been inserted for convenience only and shall not be taken into account in its interpretation;
- 1.1.5 Should any provision in a definition be a substantive provision conferring rights or imposing obligations on any party, then effect shall be given to that provision as if it were a substantive provision in the body of this agreement;
- 1.1.6 Any reference to an enactment, regulation, rule or by-law is to that enactment, regulation, rule or by-law as at the signature date, and as amended or replaced from time to time;
- 1.1.7 When any number of days is prescribed, such number shall exclude the first and include the last day, unless the last day falls on a Saturday, Sunday or public holiday in the territory, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday;

1.2 In this Agreement, unless the contrary is clear from the context, the following words and expressions shall have the meaning set opposite them:

- 1.2.1 Agreement means this document together with any proposal document, hosted services specification and other annexures forming an integral part of the document;
- 1.2.2 Client means any person or business which uses GoFETCh's Products or Services;
- 1.2.3 Confidential Information means and embrace all intellectual property, idea's, client lists and records, technology; data, proposal's, business plans, documentation, drawings, specifications, advertising and marketing material, trade secrets, know how, accounts, computer readable data (including, but not limited to any software programme, financial information, analyses, compilations, studies, interpretations, data bases, manuals, practices, procedures, internal systems and controls used, strategies), and all information in whatsoever form, tangible or intangible, and irrespective as to whether such information is marked "confidential" "proprietary" or otherwise;
- 1.2.4 Effective date means the date of last signature of this Agreement;
- 1.2.5 GoFETCh means Fetch Enterprises (Pty) Ltd, Registration No: 2015/428465/07, a company represented by Garreth van Rensburg, he

being duly authorised hereto and which has a principle place of business provided on page 1;

- 1.2.6 Industry shall mean: Customer Data Technology;
- 1.2.7 Intellectual Property means any Intellectual Property produced, created, compiled, devised, gained, learnt or brought into being by the GoFETCh and includes any technology; copyrights, patents, patentable or non-patentable inventions, discoveries and improvements, trademarks, trade names, drawings, source codes, manuals, designs, design rights, trade secrets, and know-how, whether registered or unregistered, together with applications for any of these intellectual property rights;
- 1.2.8 Parties means GoFETCh and the Partner;
- 1.2.9 Products means the Products and Services made commercially available by GoFETCh via its marketing and sales channels and personnel;
- 1.2.10 Partner means the company with registration number and principal place of business referred to on page 1 and represented by the duly authorised signatory of this agreement;
- 1.2.11 Partner Account: means the GoFETCh platform, credentials, functionality, resources and services that are made available to the Partner for successful fulfillment of its role as partner;
- 1.2.12 Client Account: means the Hosted Services that are made available for the Partner's direct client/s;
- 1.2.13 Hosted Services means the customer data platform, which will be made available to the Partner for its Client/s as a service via the internet in accordance with this Agreement;
- 1.2.14 Hosted Services Specification means the specification for the Platform and Hosted Services set out online on the GoFETCh Hub;
- 1.2.15 GoFETCh Hub means the resource hub containing all the Partner and User resources as found at www.gofetchonline.com;

2. INTRODUCTION

Whereas:

- 2.1 GoFETCh is a Customer Data Technology company that specialises in inter alia customer data processing, software integration, data technology platforms and services. It services clients across Southern Africa, through monthly retainers, modules and project-based fees.
- 2.2 The Partner who wishes to use, promote and include GoFETCh's Services and Products as part of their product offering;
- 2.3 The Partner confirms that it is experienced in matters pertaining to the use and promotion of the Services, and wishes to act as a Partner on the terms and conditions set out below;

2.4 GoFETCh and the Partner now wish to formalise their relationship by entering into this Agreement.

3. APPOINTMENT

3.1 GoFETCh reserves the right to admit and/or not to admit a Partner to its Network.

3.2 GoFETCh shall allow the Partner to open a Partner Account and the Partner accepts its appointment as an independent non-exclusive Partner to use, market, promote, lease and install GoFETCh products for clients as part of its product offering;

3.3 The appointment shall be as an independent contractor and not as an employee, agent, subsidiary or corporate affiliate of GoFETCh;

3.4 The opening of a Partner Account with GoFETCh shall provide the Partner with the ability to opening multiple Client Accounts'.

3.5 The basis of the agency hereby created shall be that of an agent on behalf of a principal and the Partner shall be entitled to carry out its mandate and, in so doing, to deal with third parties in and under its own name and style and will be entitled to market and sell the Services under its own name and trademark.

4. DURATION & TERMINATION

4.1 Notwithstanding the date of signature hereof, this Agreement shall be deemed to have commenced on the Effective Date and will thereafter endure indefinitely, until cancelled by either Party by providing the other Party with 30 days' written notice to the other Party.

4.2 Notwithstanding the provisions of clause 4.1 above, this Agreement may be terminated by either party immediately in the event that the other Party:

4.2.1 commits an act or omission that, would be an act of insolvency in terms of the Insolvency Act 24 of 1936, as amended;

4.2.2 ceases operating its business as a going concern; or

4.2.3 is provisionally or finally liquidated;

4.2.4 is in breach of this agreement followed by a failure to remedy the breach within 14 days of the receipt of a written notice delivered by hand or by courier service calling upon the party in breach to remedy the breach complained of within that time period.

4.3 GoFETCh has the discretion to review and amend this Agreement on an annual basis upon the anniversary of the Effective Date based on the agreed performance of the Partner which may be included as an addendum to this agreement.

4.4 The Partner agrees that GoFETCh shall have the right to immediately terminate this Agreement in the event of any fraudulent, violation, copying or other serious transgression of this agreement in their sole view.

4.5 Upon termination of this Agreement, GoFETCh may provide termination notice for any or all existing client accounts that fall within the Partner's account based on the terms set out in the license and service agreement. Any client accounts not terminated by GoFETCh will remain in full force and effect.

- 4.6 Upon termination, Partner shall immediately stop all marketing, promotion, advertising or reference to GoFETCh Products and shall have no further rights to use GoFETCh's marketing, promotion or advertising materials or other resources.
- 4.7 Termination will discharge and release GoFETCh from all obligations and liability under this Agreement.

5. **PARTNER'S UNDERTAKINGS**

- 5.1 The Partner shall not, without the prior written consent of GoFETCh, authorise, appoint or permit any other person, firm, Company, Partners, association or other legal entity of any nature whatsoever to market or resell the Services and Products without the prior written consent of an authorised representative of GoFETCh.
- 5.2 The Partner shall not make any representations, give any warranties, or confer any other benefits to the detriment of GoFETCh beyond those contained in this Agreement or agreed between the Parties in writing.
- 5.3 The Partner shall ensure that a License Agreement is completed in respect of every Client Account opened.
- 5.4 The Partner undertakes to comply with all applicable policies and procedures of GoFETCh as communicated to the Partner via the GoFETCh Hub
- 5.5 The Partner shall, at its cost and expense:
- 5.5.1 use all agreed efforts, in line with generally acceptable commercial practices, to market and demonstrate the Services to potential clients;
 - 5.5.2 avoid illegal, deceptive, misleading or unethical practices including without limitation any disparagement of GoFETCh or the Services and Products;
 - 5.5.3 refrain from publishing or employing any misleading or deceptive advertising material relating to the Services and Products, including their employees, shareholders, agents, associates or any party related to the Partner;
 - 5.5.4 refrain from making false or misleading misrepresentations concerning the Services and refrain from making any representations, warranties, or guarantees with respect to the specifications, features, functionality or capabilities of the Services that are inconsistent with the documentation provided by GoFETCh from time to time; and
 - 5.5.5 not alter, remove or tamper with any, trademarks, numbers or identifying aspects of the Services without GoFETCh's express prior written consent by an authorised party
- 5.6 The Partner undertakes to GoFETCh that for the duration of this Agreement, or as agreed to by the Parties, it will not, either alone or jointly or together with or as agent for any other person, partnership, body corporate, trust or association of any nature whatsoever:
- 5.6.1 be a member, Partner, trustee, beneficiary, director or shareholder of a close corporation, Partnership, trust, as the case may be, carrying on or

concerned directly or indirectly with any other business in direct competition with GoFETCh;

5.6.2 solicit any employee or client of GoFETCh;

5.6.3 act as a consultant or adviser to any with any third party in respect of any business relating to the object of the Agreement.

5.7 The Partner hereby agrees that the technology, Services, Products, tools, reports and resources are Proprietary to GoFETCh and may not be copied, altered, sold or reproduced in any format without the express written permission of an authorised representative of GoFETCh; for the sake of clarity a Director or a Shareholder represents an authorised party.

6. MARKETING

6.1 The Partner shall bear all costs and expenses related to Partner's marketing or promotion of the Services or Products associated with Partner's appointment under this Agreement in any area, location, territory or jurisdiction, unless otherwise determined by GoFETCh in its sole discretion.

6.2 In conducting all marketing activities, the Partner shall comply with all applicable laws, rules, regulations and directives, including the POPI Act, Electronic Communications Act but not limited to those relating to email marketing and spamming, which includes all the Laws Governing the Republic Of South Africa.

6.3 Without limiting the generality of the foregoing, the Partner shall

6.3.1 not send any email regarding GoFETCh or the Services to any individual or entity that has not opted in for such information;

6.3.2 not imply that such emails are being sent on behalf of GoFETCh.

6.4 The Partner agrees that he shall not:

6.4.1 use malware, spyware or any other aggressive advertising or marketing methods in any of its dealings relating to GoFETCh and/or GoFETCh Related Entities;

6.4.2 make any false, misleading or disparaging representations or statements with respect to GoFETCh or the Products and Services;

6.4.3 copy, resemble or mirror the look and feel of GoFETCh's Websites; Trademarks or Services or otherwise misrepresent Partner's affiliation with GoFETCh; or

6.4.4 engage in any other practices, which may adversely affect the credibility or reputation of GoFETCh.

7. OBLIGATIONS OF GOFETCH

8.1 GoFETCh shall assign a dedicated point of contact at GoFETCh to facilitate onboarding and any development projects.

- 8.2 GoFETCh shall provide marketing, agreement and administrative resources to the Partner in the form of a Partner Pack via a shared Google Drive folder to assist in the Partner's execution of responsibilities.
- 8.3 Upon activation of the Partner account, GoFETCh shall provide the Partner with user access to the GoFETCh Platform via user credentials.
- 8.4 REST API Credentials will also be issued to the Partner for use by the Partner's developers for posting, searching and pulling data from GoFETCh.
- 8.5 GoFETCh shall also make the following resources available to the Partner via the GoFETCh Hub:
 - 8.5.1 Developer resources for use of the GoFETCh API;
 - 8.5.2 User resources for Client Accounts;
 - 8.5.3 Security, operational, client services and support policies and procedures;
 - 8.5.4 Hosted Services Specifications outlining platform capabilities.
- 8.6 In delivery and support of the Hosted services, GoFETCh shall:
 - 8.6.1 Endeavor to deliver the GoFETCh product and service to Partner's Clients in a timely manner and in accordance with the License and Service agreement completed in respect of each client account.
 - 8.6.2 Provide the Partner with access to the GoFETCh Helpdesk for submitting support, user and technical queries.
 - 8.6.3 Provide the Partner with access to the GoFETCh Partner Slack account for ongoing collaboration and notifications.

8. INTELLECTUAL PROPERTY

- 6.5 The Intellectual Property in respect of the Products and Services is owned by GoFETCh. The Partner agrees that all right, title and interest in and to the Intellectual Property of the products vests in GoFETCh and that it has no claim in and to the Intellectual Property.
- 6.6 The Partner may not use the Intellectual Property without GoFETCh's written consent, for any purpose other than the object of the Agreement.
- 6.7 Nothing in this Agreement shall operate to assign or transfer any Intellectual Property from the GoFETCh to the Partner.
- 6.8 The GoFETCh shall own and retain all right, title and interest, express or implied, in and to any Deliverables created during the course of providing its Services to the Partner's Clients and to all other works of authorship of any kind or nature prepared, created or conceived by the GoFETCh in the performance of its Services, unless agreed otherwise in writing.
- 6.9 The Partner acknowledges that GoFETCh and/or its parent or affiliates are the sole and exclusive owners of the names Fetch Enterprises and GoFETCh and any abbreviations or variations thereof, and of any and all of GoFETCh's trademarks and trade names, service marks, trade logos and trade dress (collectively "Trademarks") as GoFETCh may unilaterally amend periodically (registered or not). Partner agrees not to register or use any mark(s) that are similar enough to be construed as GoFETCh Trademarks.

- 6.10 The Partner acquires no rights to the Trademarks, and Partner hereby assigns and transfers to GoFETCh all rights that it may acquire in and to the Trademarks, whether by operation of law or otherwise.
- 6.11 Any approval for the Partner's use of any GoFETCh Trademark shall be made pursuant to a GoFETCh Trademark License Agreement executed separately by and between the Parties hereto.

9. CONFIDENTIALITY

The Parties shall:

- 10.1 hold each other's Confidential Information confidential to itself and restrict access thereto, and the use thereof, to such of its employees as have a need to know and use the same only for the object of the Agreement;
- 10.2 not use the Confidential Information disclosed to it pursuant to this Agreement for any purpose other than the object of the Agreement;
- 10.3 not disclose the Confidential Information to any third party without the other Party's prior consent;
- 10.4 not make any copies and / or reproductions in whatsoever form of the Confidential Information, nor store the same electronically in any medium, without the disclosing party's prior consent;
- 10.5 use its best endeavors to ensure that any / all of its employees and / or any third party to whom any Confidential Information is disclosed, maintains the confidentiality of the Confidential Information.
- 10.6 The Parties agree that they shall not disclose or otherwise reveal directly or indirectly to a third party any Confidential Information provided by one Party to the other or otherwise acquired prior to obtaining the written consent of the Party providing such information for the duration of this Agreement.

10. FEES AND PAYMENTS

- 11.1 Guidelines for GoFETCh Service and Product fees will be made available to the Partner via a proposal that will be saved in the Partner Pack and may be updated from time to time upon notice.

11. WARRANTIES

- 12.1 The Partner warrants to GoFETCh that:
- 12.1.1 it has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement;
- 12.1.2 it will comply with all applicable legal and regulatory requirements applying to the exercise of GoFETCh's rights and the fulfilment of GoFETCh's obligations under this Agreement; and
- 12.1.3 has access to all necessary know-how, expertise and experience to perform its obligations under this Agreement.

- 12.2 GoFETCh warrants to the Partner that:
- 12.2.1 the Platform and Hosted Services will conform in all material respects with the Specification outlined in Addendum 2;
 - 12.2.2 the Platform will be free from viruses, worms, Trojan horses, ransomware, spyware, adware and other malicious software programs;
 - 12.2.3 the Platform will incorporate security features reflecting the requirements of good industry practice;
 - 12.2.4 the Hosted Services, when used by the client in accordance with this Agreement, will not breach any laws, statutes or regulations applicable under South African law;
 - 12.2.5 the Hosted Services, when used by the client in accordance with this Agreement, will not infringe the Intellectual Property Rights of any person in any jurisdiction and under any applicable law;
 - 12.2.6 that it has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement.
- 12.3 All of the parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in this Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this Agreement will be implied into this Agreement or any related contract.

12. ACKNOWLEDGEMENTS AND WARRANTY LIMITATIONS

- 13.1 The Partner acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of this Agreement, GoFETCh gives no warranty or representation that the Hosted Services will be wholly free from defects, errors and bugs.
- 13.2 The Partner acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of this Agreement, the GoFETCh gives no warranty or representation that the Hosted Services will be entirely secure.
- 13.3 The Partner acknowledges that the GoFETCh will not provide any legal, financial, accountancy or taxation advice under this Agreement or in relation to the Hosted Services; and, except to the extent expressly provided otherwise in this Agreement, GoFETCh does not warrant or represent that the Hosted Services or the use of the Hosted Services by GoFETCh will not give rise to any legal liability on the part of the client or any other person.

13. LIMITATIONS OF LIABILITY AND INDEMNITY

- 14.1 GoFETCh cannot be held liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising, nor shall GoFETCh be liable for any negligence on its part or that of its servants or agents in carrying out any of its obligations in terms of this agreement.

- 14.2 Neither party shall be liable for any failure or delay in performing any of its obligations which may result in loss or damage to the other party caused by any strike, lockout, acts of God, act of state, acts of enemy, riots, civil commotion, or any other circumstance beyond its control.
- 14.3 If any obligations under this Agreement may not be performed due to *force majeure*, the performance of the respective contractual obligation shall be suspended for so long as the circumstances of force majeure may continue. The respective other Party must be immediately notified thereof.
- 14.4 The Partner hereby agrees to indemnify and keep indemnified GoFETCh from and in respect of any costs, damages or expenses suffered or incurred by GoFETCh by reason of any breach of the Agreement by the Partner provided that the Partner shall be liable for any consequential loss suffered by GoFETCh.
- 14.5 Neither party shall be liable to the other party in respect of any loss or corruption of any data, database or software; providing that this Clause 14.5 shall not protect the GoFETCh unless the GoFETCh has fully complied with its obligations under Clause 12.

14. BREACH

- 15.1 In the event of either of the parties to this agreement ("the defaulting party") committing a breach of any term or condition of this agreement, the other party to this agreement not in default ("the aggrieved party") will be entitled to give to the defaulting party fourteen (14) days' notice in writing to remedy such breach.
- 15.2 In the event of the defaulting party failing to comply with such notice within fourteen days of receipt of such notice or in the event of such breach not being capable of being remedied, then the aggrieved party will be entitled to cancel this agreement, or, alternatively, to claim immediate performance from the defaulting party of all of its obligations in terms of this agreement, whether or not the same are then due for performance. The foregoing is without prejudice to such rights the aggrieved party may have at law, including the right to claim damages.

15. DISPUTES

- 16.1 In the event of any dispute or difference arising between the parties hereto relating to or arising out of this agreement, including the implementation, execution, interpretation, rectification, validity, enforceability, termination or cancellation of this agreement, the parties will forthwith meet to attempt to settle such dispute or difference and failing such settlement within a period of 14 days, the said dispute or difference will, if made by any party on written notice to the other parties first be submitted for mediation.
- 16.2 If the parties are unable to settle the dispute via mediation within 14 days, the said dispute or difference will, if made by any party on written notice to the other parties, be referred to arbitration for final resolution in accordance with the Rules of the

Arbitration Foundation of Southern Africa by an arbitrator or arbitrators appointed by the Foundation.

16. GENERAL

- 17.1 This Agreement contains the entire agreement between the Parties in regard to its subject matter. Neither Party will be bound by any express or implied term, undertaking, representation, warranty, promise nor the like not included or recorded in this Agreement.
- 17.2 No alteration or variation of this agreement shall apply, unless expressly agreed to in writing and signed by each party.
- 17.3 No party may cede its rights or delegate its obligations in terms of this Agreement without the prior written consent of the other parties, which consent shall not be unreasonably withheld.
- 17.4 Should any provision hereof be deemed, for any reason whatsoever, to be invalid or inoperative, such provision shall be deemed severable and shall not affect the force and validity of other provisions of this agreement.
- 17.5 This Agreement shall be governed by and interpreted under the laws of the Republic of South Africa in all respects

IN WITNESS WHEREOF, this Agreement has been executed by the parties' authorized representatives on _____ 2020.

GOFETCH

PARTNER

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title