

Lead Generation Terms and Conditions

IT IS AGREED AS FOLLOWS:

Definitions

In these Terms and Conditions, unless the context requires otherwise, the following expressions shall have the following meanings:

Agreement: the agreement between the parties for the provision of Services which is subject to the terms and conditions set out herein.

Fees: has the meaning set out in the Order Form;

BLC: BlueLineCapital PTY LTD, registered South Africa under company number 2016/096902/07

Leads: the contact details of third party prospective subscribers to or purchasers of products or services provided by Incisive pursuant to the Services;

Order Form: the document signed by the parties hereto setting out the principal commercial terms of the Agreement;

Customer: has the meaning set out in the Order Form;

Services: those services set out in the Order Form attached hereto;

Term: the period between the Start Date and End Date specified in the Order Form unless terminated earlier pursuant to clause 6 hereof.

General

These Terms and Conditions shall apply to and form part of the services agreement concluded between the parties for the provision of Services.

Provision of Leads

1. BLC shall provide the Customer the agreed number of Leads, the first such Leads to be received in accordance with the date specified in the Order Form in such format as is agreed between the parties;
2. The Customer agrees to treat as secret and confidential and not at any time for any reason disclose or allow disclosure to any person or otherwise make use of or permit to be made use of the confidential information or any other information whatsoever (whether contained in the Leads or otherwise) which has or may have come to the its knowledge in the provision of the Services save where such information is in the public domain, other than through the default of the Customer. For the avoidance of doubt, the Leads shall not be treated as Confidential Information except insofar as Incisive advises the Customer otherwise from time to time.

Consideration

In return for the provision of the Services, the Customer shall pay Incisive the Fees on signature hereof without deduction or set-off.

Warranties

1. The parties warrant that each has the authority to enter into this Agreement.
2. Each party warrants that they will not sell the leads to any other party under any circumstances without the written permission of BLC.

Termination

Either party may terminate this Agreement with immediate effect by giving notice in writing if:

1. the other party commits any material breach of this Agreement and (in the case of any breach capable of being remedied) shall have failed to remedy the breach within 14 days after receipt of a

request in writing from the non-breaching party so to do (such request to contain a warning of the non-breaching party's intention to terminate);

2. the other party becomes insolvent or otherwise unable to pay its debts as they fall due;

The parties may terminate this Agreement by the provision of 14 days' written notice at any time during the Term.

The termination of this Agreement (irrespective of the circumstances) shall not affect any accrued rights of either party, nor shall it affect the coming into force or the continuation of any provision that is expressly or by implication intended to come into or continue in force on or after such termination.

General

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions.

No failure of either party to exercise or enforce any of its rights under this Agreement shall act as a waiver of such rights.

The terms set out herein constitute the entire agreement between the parties regarding the subject matter hereof and supersedes any prior agreement between the parties relating to such subject matter. The Customer shall have no remedy, and Incisive shall have no liability, in respect of any statement (including any untrue statement), whether written or oral, made to it upon which it relied in entering into this Agreement unless such statement was an untrue statement made by Incisive:

- (a) knowing that it was untrue; or
- (b) as to a fundamental matter, including a matter fundamental to the maker's ability to perform its obligations under this Agreement.

This Agreement shall be governed by, and construed in accordance with the laws of South Africa, the courts of which shall have exclusive jurisdiction in connection with any disputes arising in connection with its terms and formation (including non-contractual obligations).

This Agreement may be executed by electronic signature. Each of the parties waives any and all rights to dispute the validity, legality or enforceability of such method of execution as evidence of the existence of legal relations pursuant to the Agreement for the purposes of proceedings issued in respect of any of its terms.

- See more at: <http://www.bluelinecapital.co.za>