

INTELLECTUAL PROPERTY POLICY & USER AGREEMENT

1. This Intellectual Property Policy & User Agreement (the "Agreement") is entered into by and between

FUTURENT CONSULTING SOLUTIONS (Pty) Ltd
trading as FUTURENT Consulting
Reg. Nr.: 2004/003559/07
with its principal offices at 27 Orpen Street, Lydiana, 0129,
("FCS")
and

Reg. Nr or ID Nr.: _____

located at

("User")

2. Terms

This agreement describes the terms and conditions applicable to:

- (1) your use of the services provided by FCS (the "Services") to its clients and the public,
- (2) your use of each and every model, element, software, website link, resource, interface, tool, best practice, standard or program created, published, provided or made available or accessible by FCS (collectively, the "IP"),
- (3) your participation in any and all FCS development initiatives and Events as a client or otherwise ("FCS Benefits"), and
- (4) your use of the website maintained and operated by FCS under the domain and sub-domains of www.futurent.com (the "Website").

If you do not agree to be bound by the terms and conditions of this Agreement, you will not have the right to access or use the Services, the IP, the FCS Benefits or the Website (collectively referred to herein for purposes of convenience as the "FCS IP"). Any such access to, or use of, the FCS IP without acceptance of this Agreement shall be an unauthorized act by you and shall be strictly prohibited by FCS. To accept the terms and conditions of this Agreement, you must first read carefully the provisions below, as well as the other information and provisions that are incorporated by reference (if any). By accepting a proposal of services of FCS, or by renewing an agreement or contract with FCS, you are expressly acknowledging that these terms, conditions, provisions and information are acceptable to you, and you are agreeing to become bound by the same.

3. Qualified User

The FCS IP is available only to Users who are a natural person or a business entity, your acceptance of this Agreement constitutes a representation and warranty that: (i) the business entity is validly formed and in good standing under the applicable laws, (ii) all company action has been taken by its management and ownership to authorize the acceptance of, and performance under, this Agreement, and (iii) upon acceptance by the business entity, this Agreement will be a valid and binding agreement with it, enforceable by FCS against it.

4. Additional Terms

Certain aspects or features of the FCS IP that are available to Users may contain additional terms, codes of conduct, or guidelines that govern your use of those features or tools, or your participation in those events (and we refer to all of these, collectively, as "Additional Terms"). If any terms in this Agreement conflict with any Additional Terms, then the terms in

this Agreement will control as applied to the FCS IP and your legal relationship with FCS. Nothing in any Additional Terms will increase our legal liability or change your relationship with us (unless we are the contracting party identified in the Additional Terms, and we state, in the Additional Terms, our intent to modify the terms of this contract). The Additional Terms may, however, form an additional contract between you and a third party (for example, a third party that is offering content to you or working together with you in a Workshop). Any dealings between you and such a third party are solely between you and the third party, and your relationship with the third party may be governed by the Additional Terms. We do not endorse and will not be responsible or liable for any aspect of any such dealings.

5. How You May Use the FCS IP

In using the FCS IP, you will: (a) obey the law; (b) obey any codes of conduct or other notices we provide; (c) keep your account information secret; and (d) promptly notify us if you learn of a security breach, infringement, misuse or misappropriation of or related to the FCS IP, or any portion thereof.

6. You Are Responsible for Your Use of the FCS IP

You are responsible for all use and acquisition of the FCS IP, and you agree that you will use any part or portion of the FCS IP at your own risk.

7. Your Materials

You may be able to submit materials, works of authorship, technology, ideas, concepts and other forms of intellectual property for use in connection with the FCS IP, including but not limited to those instances during which you are participating in a FCS-organized Event ("Your Content"). You understand that FCS does not control or endorse the content that you and others post or provide in connection with the use of the FCS IP. Except for content that we license, provide or otherwise make available to you, we do not claim ownership of the materials you post or provide when using the FCS IP. However, with respect to content or intellectual property of any kind you post, provide, disseminate or otherwise make available to FCS Users and other users of the FCS IP, you grant to FCS, those Users of FCS and those users of the FCS IP, free, unlimited, worldwide, nonexclusive, perpetual, and irrevocable permission to: (a) use, modify, copy, distribute, and display Your Content or intellectual property in connection with the service and other FCS IP, and other products and services; and (b) to grant these rights to others. If the submission is a photograph or other digital image, you also expressly waive any and all rights of privacy and publicity with respect to the image. You understand that we may need to make copies, change the format, transcode, or otherwise process Your Content posted on or submitted when using any FCS IP. This section only applies to legally permissible content and only to the extent that use and publishing of legally permissible content does not violate the law. You understand that sharing content that violates others' copyrights, privacy, publicity, or other intellectual property rights breaches this Agreement. We will not pay you for your content. We may refuse to publish your content, and we may remove your content from the FCS IP at any time.

If you participate in any Event and you post, provide, publish, disseminate or otherwise make available to Users of such Event any proprietary content or intellectual property of any form or format whatsoever, you grant to FCS, and those Users of the Event a free, unlimited, worldwide, nonexclusive, perpetual, and irrevocable permission and license to: (a) use, modify, copy, distribute, and display the proprietary content or intellectual property in connection with the goals, objectives, strategies and purposes of the particular Event; and (b) to grant these rights to others. It is your sole responsibility to determine what limitations, if any, are placed on shared group content that you distribute within your Event. You agree that FCS has no liability of any kind should Users of your Event modify, destroy, corrupt, copy or

distribute your shared group content in violation of the limitations that you may impose on its use.

You represent and warrant that: (i) you own the intellectual property rights, or have obtained all necessary license(s) from the owners of the intellectual property rights, to use Your Content in keeping with your use in connection with the Site, the Services or as otherwise permitted by the Terms; (ii) you have the rights necessary to grant the license and sublicenses described in this Agreement; and (iii) you have received consent from any and all persons depicted in Your Content to use Your Content as set forth in this Agreement, including distribution, public display, public performance and reproduction of Your Content.

8. **Changes to Agreement**

If we change this Agreement, then we will require you to agree to a new Agreement that includes such changes if you want to continue to use and enjoy the FCS IP. If you do not want to agree to the new contract, you may suspend and terminate your use of the FCS IP. Your continued use of the FCS IP will be deemed acceptance of and agreement to the new contract.

9. **We make no warranty**

We provide the FCS IP "as-is," "with all faults," and "as available." We do not guarantee the accuracy or timeliness of information available from the FCS IP. FCS gives no express warranties, guarantees, or conditions under or in relation to the FCS IP, this Agreement or its subject matter. We exclude any implied warranties, including those of merchantability, fitness for a particular purpose, workmanlike effort, and non-infringement. Further, we are in no way liable for your use or misuse of the FCS IP, or the theft of any data or intellectual property of any sort or form.

10. **FCS Marks**

The trademarks, logos and service marks displayed on the FCS IP, whether registered or not, (the "Marks") are the property of FCS or third parties. You are not permitted to use the Marks without the prior consent of FCS or the third party that may own the Marks.

11. **Storage of Content**

Unless expressly agreed to by FCS in writing elsewhere, FCS has no obligation to store any materials, information, data or content that you upload, post, email, transmit or otherwise make available (collectively, "Materials"). FCS has no responsibility or liability for the deletion or accuracy of any Materials, including your content, the failure to store, transmit or receive transmission of Materials, or the security, privacy, storage or transmission of other communications originating with or involving use of the FCS IP. You are solely responsible for applying the appropriate level of access to your Materials.

12. **Termination**

The provisions of this Agreement shall survive the termination of this Agreement

13. **Relationships**

Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture, employer or employee of the other party for any purpose.

14. **Severability**

If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

15. **Integration**

This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.

16. **Waiver**

The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

17. **Group of Companies**

Notwithstanding anything to the contrary herein contained any reference to "Disclosing Party" shall be deemed to include a reference to any subsidiary of the Company, including, without limiting the foregoing, Lewies Future Enterprises, Futurent Academy, FE~ People Solutions, FE~Accounting Solutions, FE, Futurent and FEIS 4 FUEL. Every undertaking given herein in favor of the Disclosing Party shall also constitute an undertaking in favor of any such subsidiary. To the extent that this clause constitutes a stipulation in favor of third parties, the benefit hereunder shall be capable of acceptance and enforcement by such third party(ies) at any stage.

18. **The Standardized Service Station Management (SSSM)**

Model ©, its elements, tools, templates, policies and procedures form part of the intellectual capital and property of FCS. In order to manage this process we incorporate a Usage License in all proposals and quotes.

19. **Usage License:**

Included in the scope of this project will be full use and access to the SSSM Model ©, its elements, tools templates, policies and procedures (also referred to as the Usage License). The Usage License is granted to each site included in this project for the period such site is included in this project.

All documents, spreadsheets, tools, templates, etc that are provided to the site or developed for the site can be used by the ED Dealer and TOTAL SA at the site during and after the agreement period has expired, but not at another site, or by another Dealer.

None of the items included in the Usage License may be copied, distributed, sold or amended by any of the ED partners without the express written authorization from FCS.

The fees for the Usage License(s) at each site are already included in the costing.

In the event that a non-ED Dealer wishes to obtain a Usage License a separate proposal can be provided.

This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

Signed on behalf of **FCS**, duly authorized to do so:

(Signature)

(Typed or Printed Name)

Date: _____

Signed on behalf of the **User**, duly authorized to do so:

(Signature)

(Typed or Printed Name)

Date: _____