



END USER LICENSE AGREEMENT

THIS END USER LICENSE AGREEMENT (“EULA”) BETWEEN GREEN GAIN CONSULTING (PTY) LTD t/a ARISCU AND ITS AFFILIATES (“ARISCU”) AND YOU, IS MADE AS OF THE DATE YOU ACCEPT THIS EULA. THIS EULA WILL BE DEEMED ACCEPTED BY YOU UPON EITHER CLICKING THE BOX INDICATING YOUR ACCEPTANCE OR BY UTILIZING ANY SERVICES CONTEMPLATED HEREUNDER OR ON THE <https://ariscu.com> WEBSITE.

WE MAY AMEND THIS AGREEMENT AT ANY TIME AND FROM TIME TO TIME BY POSTING THE AMENDED TERMS ON THE ARISCU HOMEPAGE. ALL AMENDED TERMS SHALL AUTOMATICALLY BE EFFECTIVE UPON POSTING.

You may not access the Services if you are ARISCU’s direct or indirect competitor. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes. The mirroring, scraping or data-mining of ARISCU’s website or any of its content in any form and by any means is strictly prohibited.

This EULA was last updated on **February 21, 2024**. It is effective between You and ARISCU as of the date of You accepting or being deemed to have accepted this Agreement.

You may be accessing the Services because You are being requested to do so by an Authorizing Party such as a Client, Your Employer or for Your own purposes.

To make an inquiry about this EULA contact: info@ariscu.com.

DEFINITIONS

“**ARISCU**” means Green Gain Holdings, Green Gain Consulting (Pty) Ltd, and Green Gain Africa (Pty) Ltd affiliated with Veriforce.

“**Authorizing Party**” means a corporation, other legal entity, including an unincorporated professional entity, a sole proprietor or individual that uses our Services for their benefit and is requesting the Customer to access the Services, and to interact with, and provide information or data to the Services.

“**Authorizing Party Data**” means all data or information, regardless of format, submitted by Authorizing Party or any employee or other representative or authorized user of Authorizing Party to the Services.

“**Client**” means a corporation, other legal entity, an unincorporated professional entity or a

sole proprietor together with any of its Authorized Affiliates that uses the Services.

“Client Data” means all data or information, regardless of format, submitted by a Client, or any employee or other representative or authorized user of the Client to the Services.

“Controller” means the entity which determines the purposes and means of the Processing of Personal Data, and can be the Authorizing Party, or Supplier.

“Customer” means a “Client”, a “Supplier” or individual.

“Customer’s Data” means Client Data, Supplier Data or Your Data.

“Data Protection Laws” means all laws and regulations, including but not limited to laws and regulations of the European Union, the European Economic Area and their member states (including, without limitation, the General Data Protection Regulation (“GDPR”), Switzerland, the United Kingdom (including, without limitation, the UK GDPR), Canada (including, without limitation, the Canadian Privacy Laws), South Africa, Australia and the United States of America and its states (including, without limitation, the CCPA) to the extent applicable to the Processing of Personal Data under the Agreement as amended from time to time.

“Data Retention Policy” means ARISCU Data Retention Policy that clarifies what data should be stored or archived by ARISCU, where it should be stored and how long.

“Employer” is the organization you work for that may require you to provide Personal Data and for you to access the Service. Your Employer is a Supplier to the Client.

“Intellectual Property Rights” shall include patents, trademarks, copyrights, trade secrets, design rights, and any other proprietary rights, whether registered or unregistered, and any application for registration of any of the foregoing, and any right to file any such application, which may subsist anywhere in the world.

“Malicious Code” means viruses, worms, time bombs, Trojan horses, malware, back door, drop dead device, spyware and other harmful or malicious code, files, scripts, agents or programs designed to (i) disrupt, disable or harm the operation of, or provide unauthorized access to, a computer system or network or other device on which such code is stored or installed, (ii) capable of halting or impairing operations or erasing, altering, copying or executing unapproved transfers of data or programs; or (iii) compromise the privacy or data security of a user or damage or destroy any data or file, in each case, without authorization and without the applicable user’s consent.

“Order Form” means the ordering documents, Scope of Work, Statement of Work or mechanism for purchases that are entered into between the Customer and ARISCU. Order Forms shall be deemed incorporated herein by reference.

“Personal Data” means any information contained or included in Authorizing Party Data, your

Customer Data or Your Data relating to (i) an identified or identifiable natural person and, (ii) an identified or identifiable legal entity where such information is protected similarly as personal data, personal information or personally identifiable information under applicable Data Protection Laws.

“Processing” means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, accessing, recording, organization, structuring, storage, archiving, modification, adaptation or alteration, retrieval, consultation, use, disclosure by transmission or otherwise, dissemination, communication, or otherwise making available, alignment or combination, restriction, erasure or destruction (and “Processes”, “Process” and “Processed” shall be construed accordingly).

“Processor” means the entity which Processes Personal Data on behalf of the Controller, including as applicable any “service provider” as that term is defined by the GDPR, UK GDPR, CCPA or, where applicable, Canadian, Australian, South African or other Privacy Laws and can be ARISCU, Affiliates or Third Parties.

“Regulatory Authority” means any governmental, regulatory or supervisory authority, including any privacy or data protection commissioner or ombudsman, and any industry self-regulatory body or organization, which is responsible for administering and/or enforcing any applicable Data Protection Laws.

“Security Incident” means the unauthorized modification of hardware, software, or data on ARISCU's information security infrastructure that leads to inaccurate data recording or reporting, denial of service or access, unauthorized physical or logical access and/or control, surreptitious monitoring and/or infiltration/exfiltration of data, loss of data, the circumvention or diminishment of the security functionality of ARISCU's ISMS (Information Security Management System) infrastructure, or any other change to the intended and stated functionality of these.

“Services” means the online, web-based applications and platforms provided by Us to which the Customer is subscribing, including but not limited to pre-qualification, sourcing, on-boarding, control of work, performance management, contractor and worker level qualifications, compliance tracking, training, verification tools, contractor management services, ESG, assessments and audits, consulting services, certifications, and support services that Customer purchases.

“Sub-processor” means any Processor engaged by ARISCU or one of the ARISCU's Affiliates engaged in the Processing of Personal Data.

“Supplier” means a corporation, other legal entity or sole proprietor that release their data to a Client.

“Supplier Data” means all data or information, regardless of format, submitted by the Supplier or any employee or other representative or authorized user of the Supplier to the Services.

“Supplier Data Sharing” means the sharing of the Supplier Data as processed by the Services

with a Client as authorized by the Supplier or the Supplier's account administrators via the online, web-based application or otherwise.

"Third-Party Applications" means online, web-based applications and offline solutions and products that are owned, licensed or provided by third parties and interoperate with the Services but not owned by the Vendor.

"User(s)" means the individual(s) (i.e. the End User) who is authorized by the Customer to access and use the Services and who has been supplied user identifications and passwords by the Customer or by ARISCU at the Customer's request. User(s) may include, but are not limited to, the Customer's employees, consultants, contractors and agents or third parties with which the Customer transacts business.

"Veriforce" means Veriforce LLC and Veriforce Affiliates.

"Veriforce Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with Veriforce, including but not limited to ComplyWorks Ltd, ComplyWorks Africa (PTY) Limited, CHAS 2013 Limited, CHAS (Australia) Pty Ltd and ARISCU. Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"You" means the individual (i.e. the end user) who is authorized to access and use the Services and who has been supplied user identifications and passwords by the Authorizing Party or by your Employer or by ARISCU at the Authorizing Party's request, or on your own request.

"Your Data" means personal information about You, regardless of format, as defined by any applicable Data Protection Law:

- submitted by You and
- automatically collected by Us from your device, every time you access the Services.
- Provided to us by the Authorizing Party or your Employer.

"We", "Us" or "Our" means ARISCU.

You acknowledge and agree to the following terms and conditions of use:

1. USE OF THE SERVICES

1.1 Grant of Rights. ARISCU grants to Authorizing Party and/or to You a non-exclusive, non-transferable and non-sublicensable right to access and use the Services subject to:

- (a) Master Service agreement (if any)
- (b) Terms Of Service agreement (if any)

- (c) Terms and Conditions agreement (if any)
- (d) Any Order Form or online order mechanism (if any)

1.2 The foregoing right will terminate immediately on the earlier of: (i) the expiration or termination of the Agreement(s) listed above; or (ii) Your ceasing to be authorized to use the Services for any reason.

1.3 Restrictions and Obligations. You shall not:

- i. permit any third party to access the Services except as specifically permitted herein,
- ii. create derivative works based on the Services,
- iii. use the Services in violation of applicable laws, including local, provincial, state, national, federal or foreign law, treaties, or regulations that may apply;
- iv. send, upload, enter or store personally identifiable information not directly related to the Services or infringing, obscene, threatening, or otherwise unlawful or tortious material, or any material that violates privacy rights or Laws;
- v. send or store Malicious Code;
- vi. interfere with or disrupt performance of the Services or the data contained therein;
- vii. attempt to gain unauthorized access to the Services or its related systems or networks;
- viii. modify, copy, alter, duplicate, download or create any derivative works based on the Services;
- ix. license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, timeshare, offer in a Services bureau, or otherwise make available the Services, other than as expressly permitted herein;
- x. reverse engineer, decompile or disassemble any portion of the Services, including but not limited to, any software utilized by Veriforce in the provision of the Services;
- xi. access the Services to build any commercially available product or Services;
- xii. copy any features, functions, integrations, interfaces or graphics of the Services.
- xiii. access the Services to build a competitive product or service, or copy any features, functions, code or graphics of the Services.

1.4 You have sole responsibility for: (a) the content, accuracy, quality, use and legality of all data or information submitted by You to the Services; (b) all information, instructions and materials You provide in connection with the Services; (c) the security and use of Your access credentials; (e) preventing unauthorized access to, or use of, the Services, and shall notify Veriforce promptly of any such unauthorized access or use.

1.5 Collection and Use of Information. ARISCU may, directly from You or indirectly through the Services from others, automatically, collect and store information, including personal information about You and other individuals. You agree that other authorized users as determined by the Authorizing Party may access Your information, including Your personal information and that ARISCU may use such information, including the personal information for any purpose related to any use of the Services by You. Usage, storage and collection of Data is subject to Our Privacy Policy.

2. INTELLECTUAL PROPERTY RIGHTS

2.1 Reservation of Rights. Subject to the limited rights expressly granted hereunder, We reserve, retain and own all rights, title and interest in, to and associated with the Services, including without limitation all intellectual property rights, whether registered or unregistered. You acknowledge and agree that You shall not obtain any rights or license hereunder except as expressly set forth or granted herein.

2.2 Ownership of Authorizing Party Data. As between ARISCU and Authorizing Party, except as otherwise provided herein or in the Agreement, Authorizing Party exclusively owns all rights, title, and interest in and to all Authorizing Party Data.

2.2 Suggestions. We shall have, and You hereby grant to Us permission to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, relating to the operation of the Services.

3. CONFIDENTIALITY

3.1 Definition of Confidential Information. All information that You have access to as part of the Services and as connected in any way with ARISCU, its Affiliates, the Authorizing Party and any of Our customers is deemed to be Confidential Information.

3.2 Protection of Confidential Information. When dealing with the Confidential Information, You shall use a reasonable standard of care to protect its confidentiality. You shall not use the Confidential Information for any purpose outside this Agreement. You shall not give access to or transfer Confidential Information to a third party without prior authorization from the Authorizing Party and/or ARISCU.

4. SECURITY

- 4.1 Your Account.** Any username, password, or any other information provided to You must be treated as confidential, and You shall not disclose it to any other person or entity. You shall notify ARISCU immediately of any unauthorized access to or use of Your username or password or any other breach of security at Mpho@ariscu.com. You are responsible for any password misuse or any unauthorized access to the Services.
- 4.2 Suspension and Termination.** We may, in our sole discretion and without provision of notice to You, at any time and from time to time, disable, suspend, or terminate Your account or access to the Services, for any reason, including any violation of this Agreement.
- 4.3 Protection and Security.** We shall maintain a formal security program. You have a duty to comply with all Laws applicable to You.
- 4.4 Unauthorized Disclosure.** If either party believes that there has been an unauthorized disclosure of Authorizing Party Data or Your Data to any third party, then, where required by applicable Law, such party must promptly notify the other party.
- 4.5 Incident Reporting.** In the event of a security incident, We will promptly take whatever corrective actions are reasonably necessary to correct and/or mitigate such incident and notify the Customer and/or You within reasonable time.

5. DATA PROTECTION

- 5.1 Data Protection.** The Parties will comply with principles of protecting Personal Information and Data, as well as the provisions of all applicable Data Protection Laws.
- 5.2 Disclosure.** You confirm that any personal data disclosed by you to Us as part of the Services is disclosed voluntarily and in accordance with the laws and regulations applicable to you, including the Data Protection Laws.
- 5.3 Privacy Policy.** You agree that you have reviewed and understand our Privacy Policy, available at <https://ariscu.com>, and acknowledge and agree that We may collect, process, use, store or transfer Personal Data in accordance with such policy.
- 5.4 Processing Instructions.** The Parties acknowledge that their respective status is determined by the Data Protection Laws, if in the course of the Agreement you transfer Personal Data to Us for Us to Process in the course of providing any Services, or We collect Personal Data on your behalf for the purpose of providing Services to You, the

parties intend and are of the view that you will be the Controller and We will be a Processor in relation to such Personal Data and that We will engage Sub-processor for processing. Without limiting the foregoing, the parties agree that any Personal Data that You transfer to Us shall remain within your custody and control, and as between you and Us, You shall be the owner of such data. Notwithstanding the above, Us and You acknowledge and agree that if You share or authorize any third party or related party to share Your Data with any Employer, then such Employer shall also be considered an owner and Controller of such Customer Data.

You acknowledge and agree that if You share Data or authorize the sharing of Data with the Customer, that the Customer shall have the authority to provide Processing instructions to Us with respect to such Data, including (without limitation) instructions to amend or delete all or part of the Data.

Should there be any conflict between Customer's instructions or Your instructions regarding processing changing or deleting data, the instruction by the client will prevail.

6. WARRANTIES & DISCLAIMERS

6.1 Warranties. You represent, that You are duly authorized by the Authorizing Party to access and use the Services and to submit any information, including personal information to the Services, in connection with Your performance of this Agreement and shall comply with all applicable Laws. If you access the Services directly for your own benefit without the instruction of an Authorized Party, you expressly warrant that you willingly provide personal data and other information for lawful collection, transfer, use and processing by Us and that you shall comply with all applicable laws.

6.2 DISCLAIMER AND LIMITATION OF LIABILITY. EXCEPT AS EXPRESSLY PROVIDED IN THE CONTRACTUAL AGREEMENT BETWEEN AUTHORIZING PARTY AND US, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, PERFORMANCE OR USAGE OF TRADE. WE DO NOT GUARANTEE THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, THAT THEY WILL PERFORM ERROR-FREE OR UNINTERRUPTED, OR THAT THEY WILL BE AVAILABLE WHEN REQUESTED BY AN AUTHORIZING PARTY OR YOU. FURTHER, EXCEPT FOR THE EXCLUSIVE REMEDIES SPECIFIED IN THE AGREEMENT, WE WILL NOT BE LIABLE FOR ANY DAMAGES OR LIABILITY OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE USE OF THE SERVICES OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOLUTIONS) OR

SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO AUTHORIZING PARTY AND/OR YOU THROUGH OR IN CONNECTION WITH THE SERVICES, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL AND CONSEQUENTIAL DAMAGES AND OUR TOTAL AGGREGATE LIABILITY FOR ANY SUCH DAMAGES SHALL BE CAPPED AT AN AMOUNT EQUAL TO THE TOTAL AMOUNT OF FEES PAID BY THE AUTHORIZING PARTY TO US DURING THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE LIABILITY CLAIM.

6.3 Indemnification. You agree to indemnify and hold harmless Us and Our Affiliates and our respective directors, officers, employees, agents and consultants of and from all liabilities, claims, demands, actions, causes of action, damages, losses, costs and expenses whatsoever (including legal fees on a solicitor and his own client basis) suffered or incurred by any of them, directly or indirectly, arising out of, under or pursuant to:

6.3.1 A breach of any agreement on Your part made or to be observed or performed pursuant to this Agreement, including (without limitation) any breach of Your obligations under applicable privacy legislation;

6.3.2 Any acts or omissions by You in carrying out Your obligations under this Agreement;

6.3.3 Any claim made or brought against Us alleging that Customer Data, or Your Data use of the Services in violation of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law including (without limitation) and Data Protection Laws; and

6.3.4 Any claim of unauthorized use or infringement of any Users' or third party's privacy or intellectual property rights arising from any use of Data supplied by You.

6.3.5 Mutual waiver of consequential damages. The Parties shall not be liable for any consequential, indirect, incidental, special damages, lost profits, goodwill, or for punitive damages. This paragraph shall survive the termination of this Agreement.

7. TERMINATION

7.1 Term. This Agreement will commence on the date You are granted lawful access to the Services and continue until Your access is terminated or the Agreement has expired or been terminated, whichever is earliest.

7.2 Effect of Termination. Upon any expiration or termination of this Agreement You shall immediately cease accessing and otherwise utilizing the Services.

7.3 Deletion of Your Data. We shall retain Your Data for as long as required by relevant

contractual obligations with the Authorizing Party or with other customers and any applicable legislation. Your Data will be permanently deleted once there is no legitimate need for its continued retention.

8. GENERAL

8.1 Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship or any exclusivity between You and Us.

8.2 Assignment. You shall not assign any of Your rights or obligations hereunder, whether by operation of law or otherwise, without Our prior written consent. Consent will not be unreasonably withheld. Any attempt by You to assign Your rights or obligations under this Agreement in breach of this section shall be void and of no effect.

8.3 Governing Law and Jurisdiction. This Agreement shall be governed by and interpreted according to the laws of South Africa and each party agrees to attorn the non-exclusive jurisdiction of the courts of South Africa.