

KPMG FULCRUM

END USER TERMS OF USE

KPMG Fulcrum Services Terms and Conditions

These terms and conditions create a contract between an Authorised User, the Authorised User's Employer and KPMG Digital Solutions ("KPMG Digital") (the "Agreement"). Please read the Agreement carefully.

A. INTRODUCTION TO OUR SERVICES

This Agreement should be read in conjunction with the KPMG Digital Client Terms of Service, which terms are incorporated by reference thereto. This Agreement governs your use of KPMG Digital's services ("Services") as a user or an Administrator ("Authorised User"), through which you can buy, get, license, rent or subscribe to web applications ("Webapps") and other in-app services ("Content"). Our Services are delivered through Webapps on the KPMG Fulcrum Platform (the "Platform"), your use of which is governed by this Agreement.

To use our Services, you need compatible hardware, software (latest version recommended and sometimes required) and Internet access (fees may apply). Our Services' performance may be affected by these factors.

Terms found in this Agreement that relate to Services, Content types, features or functionality not available to your Employer are not applicable to you unless and until they become available to you.

B. USING OUR SERVICES

FULCRUM USER ACCOUNT

Using our Services and accessing your Content requires an active KPMG Fulcrum User Account. A KPMG Fulcrum User Account is the account you use to access the Platform and you are responsible for maintaining its confidentiality and security. KPMG Digital is not responsible for any losses arising from the unauthorised use of your KPMG Fulcrum User Account.

Please contact KPMG Digital if you suspect that your account has been compromised.

You must be in the active employ of an approved KPMG Digital Client Organisation (your "Employer") in order for your KPMG Fulcrum User Account to remain active. If you leave the employ of your Employer or your Employer ceases to be a client of KPMG Digital, your account will be terminated and you will no longer have access to the Platform or any related Webapps and Content.

If you subsequently enter into the employ of another approved KPMG Digital Client Organisation and are provisioned with a KPMG Fulcrum User Account, you will not have access to any Webapps or Content you may have created whilst in the employ of your previous Employer and the Webapps and related Content you then have access to may be different from what you previously were able to access.

It may be possible for your User Account to be linked to more than one organisation at any time. In these instances, you will be able to select which organisation's profile and Webapps you wish to

access after logging in. It is your responsibility to ensure that you are working under the correct employer profile when you perform any Transactions or consume any of the available Services. KPMG Digital will not be held responsible for inappropriate or unauthorised use or any errors or losses incurred through your use of your User Account under the incorrect organisation.

Access to KPMG content

Some of the content available on the Platform is provided by KPMG member Firms. Where the transaction performed by you is for access to such KPMG proprietary content, the transaction is subject to KPMG having satisfactorily completed its own risk and acceptance procedures. Where access to Content is denied due to issues raised in these procedures, your exclusive and sole remedy is a refund of the price paid.

PAYMENTS, TAXES AND REFUNDS

This section only applies to users who are employed by an organisation who has accepted the full terms of use. Where your employer has only accepted limited terms of use, you will not be able to make any purchases on the Platform.

You can acquire Content on our Services for free or for a charge, either of which is referred to as a “Transaction.”

All Transactions are final.

Content prices may change at any time. Such changes will not impact purchases that have been concluded.

Performing a Transaction

When performing a Transaction, you can make payment either by using your Credit Card or through an Electronic Fund Transfer (“EFT”) payment. You may also request a Pro-Forma (or Draft) Invoice which your organisation can use to generate a purchase order.

Where you use a Credit Card to make purchases, KPMG Digital will charge your Credit Card for the Transaction, including any applicable taxes.

Unless you complete the Transaction using your Credit Card, KPMG Digital will charge your Employer for the Transaction directly, including any applicable taxes.

Transactions are not complete and you will not have access to the items added to your cart until payment is received in full and required KPMG permissions are provided.

Using Vouchers on the Platform

From time to time you may be provided with a Voucher that can be used to reduce the amount due on a Transaction. Vouchers may expire and can only be used once and for the purpose specified. When you redeem a Voucher, the applicable discount will be added to your order prior to the payment being processed.

PRIVACY

Your use of our Services is subject to KPMG's Privacy Policy, which is available at <https://kpmg.fulcrum-digital.co.za/>.

SERVICES AND CONTENT USAGE RULES

Your use of the Services and Content must follow the rules set forth in this section ("Usage Rules"). Any other use of the Services and Content is a material breach of this Agreement. KPMG Digital may monitor your use of the Services and Content to ensure that you are following these Usage Rules.

- You may use the Services and Content only for the benefit of your Employer and within the terms set forth for each of the Webapps (where applicable).
- KPMG Digital's delivery of Content does not transfer any promotional use rights to you, and does not constitute a grant or waiver of any rights of the copyright owners.
- It is your responsibility not to lose, destroy or damage Content once downloaded. We encourage you to back up any downloaded Content regularly.
- You may not tamper with or circumvent any security technology included with the Services.

C. YOUR SUBMISSIONS TO OUR SERVICES

Our Services may allow you to submit materials such as comments, pictures and documents (including associated metadata and artwork). Your use of such features must comply with the Submissions Guidelines below, which may be updated from time to time. If you see materials that do not comply with the Submissions Guidelines, please use the "Report Abuse" feature. KPMG Digital may monitor and decide to remove or edit any submitted material.

Submissions Guidelines: You may not use the Services to:

- post any materials that you do not have permission, right or license to use;
- post objectionable, offensive, unlawful, deceptive or harmful content;
- post personal, private or confidential information belonging to others;
- impersonate or misrepresent your affiliation with another person or entity;
- post or transmit spam, including but not limited to unsolicited or unauthorised advertising, promotional materials or informational announcements;
- plan or engage in any illegal, fraudulent or manipulative activity.

D. TREATMENT OF YOUR INFORMATION

CONFIDENTIAL INFORMATION

We may receive confidential information about you or your Employer as you make use of our Services. We will keep confidential and will not disclose your confidential information to any third party. This does not apply to your Confidential information that:

- is in the public domain; or
- we are required by Law to disclose; or
- we are required to disclose to our insurers or legal advisers; or
- is necessary for us to disclose in order reasonably to perform the Services; or
- is information we independently developed; or

- we received from a third party without restriction and without a breach of a duty of confidentiality.

To improve our understanding of clients and their business, to develop our intellectual capital and for purposes of internal review and quality control, applicable professional standards and best practises, we shall be entitled to share all confidential information with KPMG International and its member firms. The party receiving this information will be obliged to comply with these Confidentiality obligations.

You agree to keep confidential and not to disclose to any third party any methodology or technology we use to perform the Services.

E. ADDITIONAL TERMS

CONTENT LICENSING

Webapp licenses are provided to you by KPMG Digital or a third party developer (“Webapp Provider”).

Any Webapp that you acquire is governed by the Licensed Application End User License Agreement (“Standard EULA”) set forth below, unless KPMG Digital or the Webapp Provider provides an overriding custom license agreement (“Custom EULA”). The Webapp Provider of any Third Party Webapp is solely responsible for its content, warranties and claims that you may have related to the Third Party Webapp. You acknowledge and agree that KPMG Digital is a third-party beneficiary of the Standard EULA or Custom EULA applicable to each Third Party Webapp and may therefore enforce such agreement.

IN-APP PURCHASES

Webapps may offer content, services or functionality for use within such Webapps (“In-App Purchases”). In-App Purchases that are consumed during the use of the Webapp cannot be transferred to other Webapps and, depending on the terms of the particular Webapp, benefits accruing to such In-App Purchases may expire.

F. MISCELLANEOUS TERMS APPLICABLE TO ALL SERVICES

DEFINITION OF KPMG DIGITAL

KPMG Digital Solutions (Pty) Ltd, located at 85 Empire Road, Parktown, Gauteng, South Africa.

KPMG Digital Solutions (Pty) Ltd is a South African Organisation and subsidiary of KPMG Services (Pty) Ltd, a member firm of the KPMG network of independent member firms affiliated with KPMG International Cooperative (“KPMG International”). KPMG International is a Swiss cooperative that serves as a coordinating entity for a network of independent firms operating under the KPMG name. KPMG International provides no services to clients. Each member firm of KPMG International is a legally distinct and separate entity and each describes itself as such.

CONTRACT CHANGES

KPMG Digital reserves the right at any time to modify this Agreement and to add new or additional terms or conditions on your use of the Services. Such modifications and additional terms and conditions will be effective immediately and incorporated into this Agreement. Your continued use of the Services will be deemed acceptance thereof.

THIRD-PARTY MATERIALS

KPMG Digital is not responsible or liable for third party materials included within or linked from the Content or the Services.

INTELLECTUAL PROPERTY

You agree that the Services, including but not limited to Content, graphics, user interface and the scripts and software used to implement the Services, contain proprietary information and material that is owned by KPMG Digital and/or its licensors, and is protected by applicable intellectual property and other laws, including but not limited to copyright. No portion of the Services may be reproduced in any form or by any means, except as expressly permitted by this Agreement. You agree not to modify, rent, loan, sell or distribute the Services or Content in any manner and you shall not exploit the Services in any manner not expressly authorised.

The KPMG name and logo are registered trademarks or trademarks of KPMG International and other product and service names mentioned on the platform may be the registered trademarks or trademarks of KPMG International or a member firm of the KPMG network of independent firms or their respective affiliates. Use of these marks requires express prior permission from, and a license agreement with, KPMG International or a KPMG member firm. Unauthorised use of these and any other of KPMG's portfolio of trademarks will be prohibited to the fullest extent of the law. You are granted no right or license with respect to any of the aforesaid trademarks.

COPYRIGHT NOTICE

If you believe that any Content available through the Services infringe a copyright claimed by you, please contact KPMG Digital.

If you fail to comply with any of the provisions of this Agreement, KPMG Digital may, without derogating from any other claim that KPMG Digital may have against you: (i) terminate this Agreement and/or your Fulcrum User Account and/or (iii) preclude your access to the Services. Such termination will be made regardless of whether your Employer remains a KPMG Digital client or not.

KPMG Digital further reserves the right to modify, suspend or discontinue the Services (or any part or Content thereof) at any time with and KPMG Digital will not be liable to you or to any third party should it exercise such rights.

OTHER PROVISIONS

This Agreement constitutes the entire agreement between you and KPMG Digital and governs your use of the Services, superseding any prior agreements with respect to the same subject matter between you and KPMG Digital. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content, third-party software or additional services.

If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties and the remaining portions shall remain in full force and effect. KPMG Digital's failure to enforce any right or provisions in this Agreement will not constitute a waiver of such or any other provision. KPMG Digital will not be responsible for failures to fulfil any obligations due to causes beyond its control.

You agree to comply with all legislation and regulation that applies to your use of the Services.

KPMG Digital may notify you with respect to the Services by sending an email message to your email address or by a posting on the Services. Notices shall become effective immediately. KPMG Digital may also contact you by email or push notification to send you additional information about the Services.

You hereby grant KPMG Digital the right to take steps KPMG Digital believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement. You agree that KPMG Digital has the right, without liability to you, to disclose any data and/or information to law enforcement authorities, government officials and/or a third party, as KPMG Digital believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement (including but not limited to KPMG Digital's right to cooperate with any legal process relating to your use of the Services and/or Content, and/or a third-party claim that your use of the Services and/or Content is unlawful and/or infringes such third party's rights).