

MEMORANDUM OF AGREEMENT: USE OF SOFTWARE

Entered into between: LMI ONLINE BROKER TOOLS (PTY) LTD (hereinafter referred to as the Owner) and _____ (Enter your company name)

 (hereinafter referred to as the User)

Enter contact person's name _____ Enter contact person's email _____

PREAMBLE

- a) Whereas the Owner (LMI Group) is the lawful title holder in and to a software package described as the Hollard LMI BI Calculator™, with its listed website described as www.bicalculator.co.za; and
- b) Whereas the User seeks to acquire use of the aforesaid software package as a broker in South Africa; and
- c) Whereas there is no fee payable for a period of one year from the date this memorandum has been signed.

NOW THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The Owner shall allow the User access to the Owner's abovementioned website, for purposes of utilisation of the Owner's software package, as a software tool for the purpose of calculating and quantifying Business Interruption Gross Profit sums insured for and on behalf of its clients.
2. The User shall not be entitled to disseminate, download, or otherwise distribute the aforesaid software package to any third parties.
3. The User acknowledges that all intellectual property, development and ownerships rights in and to the aforesaid software, lies with the Owner.
4. The User shall, as from the effective date, be entitled to utilise the Hollard LMI BI Calculator™ for a period of one year (fair usage terms apply).
5. The terms of agreement may be changed by Hollard or LMI by giving 30 days notice or the agreement may be canceled.
6. Should the agreement be terminated by either Hollard or LMI, all benefits for the user will be terminated.

User 1 Name: _____	Email: _____
User 2 Name: _____	Email: _____
User 3 Name: _____	Email: _____
User 4 Name: _____	Email: _____
User 5 Name: _____	Email: _____

Additional usernames may be requested by emailing bicalculator@hollard.co.za

Terms of Use

In using the Hollard LMI BI Calculator please keep in mind several factors that should help you determine how to use the tools appropriately for each business situation:

- No tool can replace expertise from a qualified adviser. These calculators may not be appropriate for your specific operation, particularly if your business is very large, complex or involves significant inter-unit transactions. The models have been designed primarily for South African operations and accounting conventions, and may not be appropriate for use with non-South African or multi-national operations.
- While every effort is made to make sure the calculations produced by this calculator are correct, Hollard and/or the LMI Group takes no responsibility should there be any errors in the calculation as a result of you using this calculator. It is the representative's responsibility to confirm that the amount calculated by this calculator is correct and any FAIS responsibility that may arise as a result of any errors made by this calculator shall be that of the representative and Financial Service Provider using the calculator.
- The policyholder/ broker agrees that the policy wording that appears on this website is linked to the accuracy of the ultimate figure produced by the BI calculator and the responsibility for making sure that the wording is accurate rests on the policyholder/broker. Hollard cannot take responsibility if wordings have not been updated with the policyholder without being updated on the website even though every effort will be made by LMI to update the website wordings.

Fair use:

- The broker may use the BI Calculator to assist with calculations and advance the knowledge of their employees only, and their clients via the client email link, and will not sell access to the BI Calculator to any other party.
- The broker may not provide access to the BI Calculator to any other insurance broker outside of their branch / company ("Third Party"), thus preventing the Third Party from signing up for their own profile and access to the BI Calculator.
- The number of users per broker that can have access to the BI Calculator should not exceed the number agreed by Hollard.

SIGNED AT

SIGNATURE FOR AND ON BEHALF OF THE USER

DATE

SIGNATURE FOR AND ON BEHALF OF THE OWNER