**MASTER EDUCATIONAL SERVICES AGREEMENT**

This Master Educational Services Agreement (“Agreement”) is dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2023 (“Effective Date”), and is by and between **THE OPTIONS INSTITUTE**, the educational division of Cboe Exchange, Inc. (“**Cboe**”), and **JSE Limited** (“**Client**”).

1. **SERVICES.** Cboe shall provide to Client as a subcontracted service provider for the benefit of Client’s customers (each a “Participant”) the educational programs co-hosted and co-branded with Client (each a “Program”) described in, and in accordance with the terms of, mutually agreed upon schedules to this Agreement, signed by both parties, each of which will incorporate the terms and conditions of this Agreement and shall be attached hereto (each a “Schedule”). Each Schedule shall be in a form and format identical to Exhibit A, attached hereto. To the extent that there is any conflict or inconsistency between the terms set forth in this Agreement and those contained in the applicable Schedule, the terms contained in this Agreement shall be controlling and shall supersede any conflicting terms contained in the applicable Schedule. The applicable Schedule may be amended from time to time during the term of this Agreement by mutual written agreement of the parties.

2. **PAYMENT OBLIGATIONS.**  Client shall pay Cboe the fee set forth in the applicable Schedule for the Program(s) to be provided to Client by Cboe pursuant to the Schedule (“Program Fee”).

3. **INTENTIONALLY OMITTED.**

4. **CONTENT; INTELLECTUAL PROPERTY RIGHTS.**

1. The content of the Programs will be authored and provided by Cboe as Client’s subcontracted service provider and co-branded with Client (“The Program Content”). The parties acknowledge and agree that Cboe shall have sole and exclusive ownership of and right, title, and interest in the intellectual property Cboe includes in The Program Content and all intellectual property rights thereto. Except as expressly granted in this Agreement, under no circumstances will anything in this Agreement be construed as granting either party, by implication, estoppel or otherwise, a license to any of the other party's intellectual property.
2. Unless otherwise agreed in writing by the parties in advance of any class or Program, recordings of any kind (including photography, audio, and audiovisual) during any class or Program by Client and/or any Participant are strictly prohibited. Absent any such written agreement between the parties providing otherwise, Client shall ensure Participants comply with this provision. Violation of this provision shall be considered a material breach of this Agreement, and any efforts by Client to cure such breach under Section 9(c) below shall include destruction of any such recording and verification that it has not been copied or distributed in any manner.

5. **REGISTRATION.** Client will employ a manual registration process for Participants to register for the Program(s). The registration will be co-branded (subject to Section 6) in a manner to be mutually determined and approved by the parties. Client hereby agrees to provide Participant Information as defined below in Section 7 to Cboe prior to the applicable class start date.

6. **MARKETING; PUBLICITY.**

(a) Client may publicize the availability of the Program(s) solely to its customers. All materials prepared for use in promoting, publicizing or advertising the Program shall (i) state the Program is co-hosted or co-branded by Cboe and (ii) be mutually agreed upon by the parties prior to use. Each party agrees that it shall comply with all regulatory requirements to which it may be subject with respect to any marketing materials used in connection with the marketing of each Program.

(b) Client agrees that Cboe may identify Client on Cboe’s website as a client of The Options Institute. Except as expressly permitted herein or as required by law, neither party will, without the other party’s prior written consent, make any news release or public announcement or use the other party’s name, trademarks, or logos in any manner.

(c) Each party hereby grants to the other party a non-exclusive, world-wide license to use, during the term of this Agreement and subject to compliance with Section 6(a), the granting party's name, logo and certain other trademarks and service marks of the granting party solely for purposes of this Agreement and the services considered hereunder. Each party shall retain ownership of its name, logo, trademarks and service marks.

7. **PARTICIPANT INFORMATION.**“Participant Information” means all data submitted by Participants in the process of registering for a Program, including without limitation, name, address, email address, company name, or any other identification data, including but not limited to Personal Information as defined in the Data Sharing Addendum attached hereto as an Appendix. Client warrants that it will obtain the consent of such persons prior to providing their Participant Information to Cboe. Each party acknowledges and agrees that it has and will comply with all applicable laws and regulations relating to the collection, storage, transfer, provision, and use of all Participant Information, as well as the Data Sharing Addendum.

8. **PARTICIPANT CONDUCT.** Client and its Participants agree to conform to all conduct and security requirements of Cboe while present on Cboe's premises for an in-person Program. Client agrees to allow Cboe staff to monitor and modify, if necessary, Client’s conduct during such Program.

9. **INDEMNIFICATION.** Client assumes full and complete responsibility for all injuries to, or death of, any person present at an in-person Program, including but not limited to Participants, and for disruption of Cboe business and/or damages to, or losses of, property, including the property of Cboe, arising out of or connected with an in-person Program, whether caused by negligence or otherwise, except for injuries, deaths, damages or losses which are caused solely by the negligence of Cboe. Client shall indemnify and hold harmless Cboe and its affiliates, and their respective directors, officers, employees, and agents, from and against any and all losses, damages, expenses, claims, demands, suits, judgments, penalties, and costs of any kind whatsoever, including reasonable attorneys' fees and expenses, arising out of or in connection with any such injuries, deaths, disruption of business or damages to property.

10. **CANCELLATION.** In the event that either party cancels a class or Cboe is unable to conduct a class on the day specified in the applicable Schedule or agreed upon by the parties elsewhere in writing, the parties will attempt to reschedule the class at a mutually convenient date and time. Client shall endeavor to provide Cboe with at least five (5) business days advance written notice of its decision to cancel a class. If Client cancels a class within five (5) business days of the date of the class (for a reason other than a Force Majeure Event, as defined below), and the parties are unable to reschedule the class at a mutually convenient date and time, Cboe shall have no obligation to provide that class to Client and Client shall not be entitled to any partial refund of the Program Fee with respect to that class.

11. **TERM AND TERMINATION.**

(a) This Agreement shall commence on the Effective Date and continue until it has been terminated in accordance with this Section 11 (“Term”).

(b) Client may terminate this Agreement or a Schedule (without terminating the Agreement) at any time for any reason upon at least one (1) business day prior written notice to Cboe.

(c) Either party may terminate this Agreement or a Schedule (without terminating the Agreement) upon written notice to the other party if the other party materially breaches this Agreement and fails to cure the breach within ten (10) days following receipt of written notice describing the breach.

(d) The provisions of Sections 4, 7, 9, 11(d), 14, 18, 21 and 22 and the sections of the Schedule intended to survive will survive any termination of this Agreement.

12. **FORCE MAJEURE.** Cboe shall not be liable for any delay or failure to perform any of its obligations under this Agreement due to unforeseen circumstances or causes beyond its reasonable control, including without limitation acts of God, acts of nature, epidemics, pandemics, acts of terrorism, wars, riots, embargoes, acts of governmental authorities, strikes, unusual market conditions on the date of a Program or similar acts (“Force Majeure Event”). The time of performance for such obligations shall be extended for a period of time equal to the time lost by reason of the Force Majeure Event, provided Cboe gives prompt written notice thereof to Client and is exercising diligent efforts to resume its obligations. In the event that Cboe is unable to perform its obligations under this Agreement for a period of thirty (30) days from the date of commencement of a Force Majeure Event, either party may terminate this Agreement upon written notice to the other party and Cboe shall refund to Client a pro-rata portion of the Program Fee based on the number of classes remaining in the Program; provided, however, any refund shall not exceed fifty percent (50%) of the Program Fee.

13. **WARRANTIES AND DISCLAIMERS.**

(a) Each party hereby represents and warrants to the other party that: (i) such party has all necessary right, power and authority to enter into this Agreement and to perform its obligations under this Agreement, (ii) at all times during the Term, it shall own or possess all rights necessary for it to be able to carry out its duties pursuant to this Agreement, and (iii) upon execution and delivery hereof, this Agreement shall constitute the valid and binding obligations of such party enforceable in accordance with its terms.

(b) EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THERE ARE NO WARRANTIES, CONDITIONS, GUARANTEES OR REPRESENTATIONS AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTIES, CONDITIONS, GUARANTEES OR REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, IN LAW OR IN FACT, ORAL OR IN WRITING. EACH PARTY HEREBY ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY WARRANTY, CONDITION, GUARANTEE OR REPRESENTATION MADE BY THE OTHER EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

14. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND THIRD PARTY PROVIDERS BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON, CORPORATION OR OTHER ENTITY FOR ANY LOST PROFITS, WHETHER FOREESABLE OR UNFORESEEABLE, LOSS OF USE, LOSS OF REVENUE, COST OF OBTAINING SUBSTITUTE GOODS OR SERVICES, OR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES ARISING UNDER OR IN ANY WAY RELATING TO THIS AGREEMENT, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN NO EVENT SHALL CBOE’S AGGREGATE LIABILITY FOR DAMAGES HEREUNDER EXCEED THE AMOUNT OF THE PROGRAM FEE.

15. **NON-EXCLUSIVE.** This Agreement is non-exclusive. Nothing in this Agreement will be deemed to limit or restrict either party from entering into a relationship and agreement with any third party that is similar to the relationship described in this Agreement.

16. **ASSIGNMENT.** Neither party may assign or otherwise transfer this Agreement or any rights hereunder without the prior written consent of the other party; provided, however, Cboe may, without the necessity of obtaining consent, assign this Agreement to an affiliate. Any attempted or purported assignment or other transfer not complying with the foregoing will be null and void. Subject to the foregoing, this Agreement will inure to the benefit of and bind the successors and assigns of the parties.

17. **NOTICES.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed given if sent by overnight delivery with an internationally recognized overnight courier, or sent by electronic mail, addressed to the person indicated below or to such other person or address for which a party gives notice hereunder. Notices will be deemed given 1 business day after deposit with an overnight courier, or when confirmation of receipt is obtained if sent by electronic mail

If to Client: JSE Limited

One Exchange Square Gwen Lane

Sandown 2196 South Africa

Attention: Legal Counsel

Email Address: Legal@jse.co.za

If to Cboe: Cboe Exchange, Inc.

The Options Institute

433 West Van Buren Street

Chicago, Illinois 60607 USA

Attention: Gina DeRaimo

Email Address: [deraimo@cboe.com](mailto:deraimo@cboe.com)

With a copy to: [legalnotices@cboe.com](mailto:legalnotices@cboe.com)

18. **CHOICE OF LAW.** This Agreement shall be construed in accordance with the internal substantive laws of the State of Illinois, United States of America, without regard to its conflict of laws provisions. Any and all court proceedings arising from or relating in any manner to any dispute between the parties arising out of, relating to, or referencing this Agreement or its breach in any way, shall be brought in, and only in, a United States federal or Illinois state court sitting in Chicago, Illinois.

19. **RELATIONSHIP OF THE PARTIES.** Client and Cboe shall remain at all times independent contractors, and neither Client nor Cboe is an employee, agent or representative of the other. This Agreement will not be construed to create a joint venture, partnership or the relationship of principal and agent between the parties hereto. Neither party is authorized or empowered to act for or represent the other party. Each party agrees not to do or allow any act which would imply apparent authority to act for the other party. Nothing contained in this Agreement, express or implied, shall be deemed to confer any rights or remedies upon, nor obligate any of the parties hereto, to any person or entity other than such parties. Neither party will express or imply any endorsement of the other party or the other party’s products or services.

20. **WAIVER.** The failure or delay of either party to enforce any of its rights under this Agreement shall not constitute a waiver of such rights, any other rights, or any future rights arising hereunder. No waiver of any rights under this Agreement shall be effective unless it is in writing and executed by the party waiving such rights.

21. **SEVERABILITY.** If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term and provision hereof shall be valid and enforced to the fullest extent permitted by law.

22. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, and supersedes all prior agreements and understandings between the parties with respect to such subject matter. No modification or amendment of this Agreement shall be effective unless it is in writing and signed by a duly authorized representative of each party. Each party to this Agreement hereby acknowledges that they have not relied on any promise, representation or warranty that is not set forth in this Agreement. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

23. **COUNTERPARTS.** The parties may execute this Agreement in one or more counterparts, each of which when executed is an original counterpart and all of which taken together constitute one and the same Agreement.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed and warrants to the other party that its signatory who has executed this Agreement below is duly authorized by all necessary and appropriate corporate action to execute this Agreement.

**CBOE EXCHANGE, INC. JSE LIMITED**

By: By:

Name: Name:

Title: Title:

Date: Date:

(10-20)

**EXHIBIT A**

**SCHEDULE\_A\_**

PROGRAM DESCRIPTION

This Schedule is part of and governed by the Master Educational Services Agreement (“Agreement”) by and between The Options Institute (“Cboe”) and JSE Limited (“Client”). All capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Agreement unless otherwise specified. Cboe and Client agree that The Options Institute will provide the educational program described below to Client as a subcontracted services provider for the benefit of the Participants through online instruction.

* The Program shall consist of the classes described below. The Program shall consist of the five (5)classes listed below for a total of five (5) classes. Classes may be purchased by Participants as single classes or bundled as set forth below:

Decision Theory: Single class

Derivatives Fundamentals: 3 class bundle

An Introduction to the VIX Index: Single class

* The dates and times of each class shall be mutually agreed upon by the parties in writing (which may be via email).
* This Schedule contains no limit to the number of Participants per class, however, each party reserves the right to implement a reasonable limit of Participants. Participants shall consist of Client customers only. Client agrees to cut off new registrations within enough time to allow Client to provide the Participant Information to Cboe prior to the start of the applicable class.
* Registered Participants will be provided with a link to access the classes in advance of each class. Client will host the virtual classes.
* Classes shall be co-hosted by Client and by faculty of The Options Institute and taught in English.
* Audio and video recording of the classes by Client or its Participants is prohibited.
* The Program Content will be available for viewing during the Program and will not otherwise be provided to Client or the Participants.
* The Program Content will include express notices that include each party’s disclaimers and state that the Program is for educational purposes and is “co-hosted” and “co-branded” by Cboe and Client. Each party shall pre-approve the notices in writing.

**Fees:**

**Participant Fees:** Each Participant shall pay to Client the following (the “Participant Fee(s)”):

Decision Theory (single class): R2,500

Derivatives Fundamentals (3 class bundle): R7,500

An Introduction to the VIX Index (single class): R2,500

**Program Fee:** The Program Fee shall equal fifty percent (50%) of the total Participant Fees to be paid by the Participants to Client. The Program Fee shall be calculated by multiplying the number of enrolled Participants by the applicable Participant Fees to be charged by Client and paying to Cboe one half of such total fee. Client shall pay to Cboe the Program Fee in three (3) installments based on the three (3) class options. Payment of the applicable Program Fee shall be made to Cboe within forty-five (45) days following the start of the applicable class(es). The Program Fee will be paid to Cboe in United States Dollars (“USD”). The Participant Fees shall be converted from South African Rand (“ZAR R”) to USD based on the greater USD value of (i) the then-current exchange rate as of the date of payment of the applicable Program Fee to Cboe or (ii) 1 ZAR R = 0.053 USD.

Except as expressly provided in the Agreement, the Program Fee is non-refundable. Cboe may, upon written request, during the Term and for one (1) year thereafter, audit Client’s records relating to the Program Fee. Client shall maintain its books and records relating to this Agreement and the Program Fee throughout the Term and for one (1) year thereafter and shall make such books and records available to Cboe at any time during such time period.

**Program Overview**

|  |  |
| --- | --- |
| CLIENT GOAL | Participant education and development of conversational fluency in each topic through knowledge acquisition, use cases, practical skills, and demonstrated understanding of materials. |
| EXPERIENCE LEVEL | **[Foundational ●○○○○ - Intermediate ●●●○○]** |
| PRE-REQUISITES |  |
| PROGRAM DESIGN | [ X ] Bespoke Programming [ ] Conventional Programming |
| PRESENTATION | [ X ] Virtual/Streaming [ ] Live/In-Person  If Live/In-Person, estimated travel & incidental costs:  $\_\_\_\_\_\_\_\_\_ |
|  |  |

**PROGRAM CLASSES**

|  |  |  |  |
| --- | --- | --- | --- |
| **Class** | **Educational Objectives** | **Modules Index** | **Duration** |
| **Decision Theory** | * Recognize how conscious improvements in the thinking process impact outcomes * Describe common decision biases and the application of techniques for overcoming them | *Anchoring*  *Confidence intervals*  *Heuristics*  *Processes, traps*  *Recency*  *Uncertainty* | 60-90 minutes |
| **Derivatives Fundamentals** (Part 2, Options) | * Understand features and characteristics of options and why investors use the product; understand how these features influence the price of the option * Understand payout diagrams for call and put options and how and why we use these payout diagrams for capital allocation decision-making * Understand the relationship between calls and puts through the put-call parity equation | *Breakeven*  *Call*  *Expiration*  *Moneyness*  *Put*  *Put-Call Parity*  *Settlement*  *Strike*  *Style (European, American)*  *Volatility* | 60-90 minutes |
| **Derivatives Fundamentals** (Part 3, Option Greeks) | * Understand the purpose of an option pricing model, recognize its assumptions, and describe its variables * Understand the risk sensitivity measures that are derived from an options pricing model (a.k.a The Greeks) | *Black-Scholes Model*  *Delta*  *Gamma*  *Rho*  *Theta*  *Vega* | 60-90 minutes |
| **Derivatives Fundamentals** (Part 4, Option Strategies) | * Understand the common options strategies used for different investment objectives * Understand how these options strategies are created using calls and puts and the relationship among them * Understand common risks associated with each options strategy | *Buy-write*  *Covered call*  *Call spread*  *Put spread*  *Straddles*  *Strangles* | 60-90 minutes |
| **An Introduction to the VIX Index** | * Understand volatility in the market and methods of measuring volatility * Introduction to the VIX index, its history, and its significance in the volatility market * Understand how the VIX index is calculated and “traded” via the products and their features * Understand trends in the VIX and the application of those to market sentiment and past/present market events since its inception | *Volatility*  *Index futures, options*  *Vol of vol* | 60-90 minutes |

**CBOE EXCHANGE, INC. JSE LIMITED**

By: By:

Name: Name:

Title: Title:

Date: Date:

**Appendix**

**DATA SHARING ADDENDUM**

1. **APPLICABILITY AND SCOPE.** This Data Sharing Addendum (the “Addendum”), dated as of the Effective Date of the Master Educational Services Agreement (the “Agreement”) to which it is attached (“Effective Date”) is by and between Cboe Exchange, Inc. (“Cboe”) and JSE Limited (“JSE”).
2. **ROLES OF THE PARTIES.** Each party to this Addendum: (a) is an independent controller of JSE Data under applicable Data Protection Laws; (b) will individually determine the purposes and means of its processing of JSE Data; and (c) will comply with the obligations applicable to it under Data Protection Laws with respect to the processing of JSE Data. Nothing in this Addendum shall modify any restrictions applicable to either party’s rights to use or otherwise process JSE Data under the Agreement, and Data Importer will process JSE Data solely and exclusively for the purposes specified in the Agreement.
3. **DEFINITIONS.**  Capitalized terms not otherwise defined shall have their meanings as defined under applicable Data Protection Laws. The following defined terms shall have the meanings set forth below:
   1. “**Data Protection Laws**” means all applicable legislation and regulations protecting or relating to the privacy, security or Processing of Personal Information, including the South African Protection of Personal Information Act, No. 4 of 2013, as amended ("PoPIA") and any relevant law or other binding instrument relating to data protection, privacy or the use of personal information;
   2. **“JSE Data”** means any data, including any information which may be treated or defined as "personal information" in terms of any Data Protection Laws, supplied to or acquired by the Data Importer or its Personnel by or on behalf of JSE, or processed by or on behalf of JSE or its Personnel; and
   3. “**Personal Information**” means any information capable of being associated with, or related to, or linked to a natural person or that is considered personal data and/or similar terms as defined by Data Protection Laws.
4. **OBLIGATIONS OF THE DATA EXPORTER.** JSE, as Data Exporter, agrees that:
   1. The Personal Information will be collected, processed and transferred in accordance with the laws applicable to the Data Exporter;
   2. It has used reasonable efforts to determine that the Data Importer is able to satisfy its legal obligations under applicable Data Protection Laws and this Addendum;
   3. It will provide the Data Importer, when so requested, with copies of relevant Data Protection Laws or references to them (where relevant, and not including legal advice) of the country in which the Data Exporter is established; and
   4. It will respond to enquiries from data subjects and the authority concerning processing of the Personal Information by the Data Importer, unless the parties have agreed that the Data Importer will so respond, in which case the Data Exporter will still respond to the extent reasonably possible and with the information reasonably available to it if the Data Importer is unwilling or unable to respond. Responses will be made within a reasonable time.
5. **OBLIGATIONS OF THE DATA IMPORTER.** Cboe, as Data Importer, agrees that:
   1. It will have in place appropriate technical and organizational measures to protect Personal Information against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure, or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected;
   2. It will have in place procedures so that any third party it authorizes to have access to JSE Data, including processors, will respect and maintain the confidentiality and security of JSE Data. Any person acting under the authority of the Data Importer shall be obligated to process JSE Data only on instructions from the Data Importer. This provision does not apply to persons authorized or required by law or regulation to have access to Personal Information; and
   3. It will identify to the Data Exporter a contact point within its organization authorized to respond to enquiries concerning processing of JSE Data, and will cooperate in good faith with the Data Exporter, the data subject and the authority concerning all such enquiries within a reasonable time.
6. **CONFIDENTIALITY AND SECURITY OF DATA.** In addition and without prejudice to, or limiting the generality of, its further obligations in this Addendum, any party receiving JSE Data and information provided by the other party in connection with the Agreement shall take all reasonable and appropriate technical and organisational precautions and measures necessary to secure the integrity and confidentiality of the JSE Data, and to prevent loss of, damage to, or unauthorised destruction of the JSE Data; or unauthorised or unlawful access to JSE Data.
   1. Any party receiving JSE Data provided by the other party in connection with the Agreement shall:
      1. Protect and safeguard the confidentiality of JSE Data with at least the same degree of care as the party would protect its own Personal Information, but in no event with any less than a commercially reasonable degree of care;
      2. Not use JSE Data for any purpose other than the purpose set forth in this Agreement; and
      3. Have due regard to all applicable laws (including Data Protection Laws), Best Industry Practice, and generally accepted information security practices and procedures which may apply to the Data Importer, Data Exporter, or which are required in terms of specific industry or professional laws, rules and regulations.
   2. Each party shall notify the other party promptly upon discovery of any Data Security Breach of its systems or related to JSE Data. **“Data Security Breach”** means any unauthorized access, use, acquisition, transmission, alteration, loss, disclosure, deletion, or destruction of any JSE Data. Upon discovery of a Data Security Breach, Data Importer shall take commercially reasonable measures to investigate, contain, and remediate the Data Security Breach to prevent further unauthorized access, use, acquisition, transmission, alteration, loss, disclosure, deletion, or destruction of the affected data; describe in reasonable detail to JSE the circumstances surrounding the Data Security Breach and what specific data has or may have been compromised; and reasonably cooperate with JSE as necessary to comply with applicable legal obligations related to the Data Security Breach.