

THOLA ZONKE MERCHANT SERVICE TERMS AGREEMENT

1. DEFINITIONS

In this Agreement the following terms will have the meanings as set out hereunder unless clearly inconsistent with or otherwise indicated by the context:

- 1.1. **"Agreement"** means the agreement as set out herein as well as the schedules and/or annexures attached hereto and/or received in print or electronic communication;
- 1.2. **"Activation Date"** the date on which the Service becomes accessible and available for use by the Merchant;
- 1.3. **"Application Form"** means the physical or web-based application form completed by the Merchant;
- 1.4. **"Authorisation"** means the approval, electronic or otherwise, of a Voucher Transaction;
- 1.5. **"Authorised System Users"** means representatives of the Merchant duly authorised to register Rewards Members, process refunds and have access to the Thola Zonke Rewards System including Merchant Ledgers;
- 1.6. **"Business Day"** means any day other than a Saturday, Sunday or an official public holiday in the Republic of South Africa;
- 1.7. **"Card Issuer"** means the Providers and/or the Merchant where applicable;
- 1.8. **"CardID"** means a unique reference number allocated to a Rewards Card;
- 1.9. **"Closed loop"** means the predetermined, regulated ecosystem, environment, or community within the Franchise Network;
- 1.10. **"Confidential Information"** means private, personal, sensitive or confidential information that is not generally known to the public, including but not limited to proprietary business information, trade secrets, financial data, customer information, and any other information deemed confidential by the Parties;
- 1.11. **"CPA"** means the Consumer Protection Act No. 68 of 2008;
- 1.12. **"Effective Date"** means the date on which this Agreement is accepted by the Merchant;
- 1.13. **"EFT"** means electronic funds transfer;
- 1.14. **"Fee"** means any payment obligation owed by the Merchant to the Providers, encompassing a range of charges including but not limited to administration fees, fees associated with the provision of Services, refund fees, and any other fees communicated by the Providers in connection with the agreement;
- 1.15. **"Fee Schedule"** means an outline of the Fees agreed to during the Service Application which the Providers will charge the Merchant for the Services as attached hereto or sent to the Merchant by the Providers from time to time;
- 1.16. **"FICA"** means the Financial Intelligence Centre Act No. 38 of 2001;
- 1.17. **"Franchise Network"** means the network of franchisees associated with OBC Group;
- 1.18. **"Fraudulent Transaction"** means a transaction that in common law or in accordance with any applicable statute

constitutes fraud (whether authorisation from the Merchant was obtained or not) and shall include but not be limited to any transaction arising out of the use of a Rewards Card or Rewards Member App by a person other than the authorised Rewards Member or the use of a Rewards Card which was not issued by the Merchant or Providers;

- 1.19. **"Intellectual Property Rights"** means any and all rights associated with intangible assets owned by a Party and protected against use without consent;
- 1.20. **"KYC"** means Know Your Customer and include the process of verifying the identity of a Party;
- 1.21. **"Laundering"** means the presentation of Vouchers or rewards that did not result from an act or action between the Merchant and the Rewards Member;
- 1.22. **"Merchant"** means the individual or business whose details have been captured and accepted as the contracting Party for the acceptance of Voucher Transactions by Rewards Members and who by the terms of this Agreement enters into a valid and binding agreement with the Providers;
- 1.23. **"Merchant Ledger"** means a virtual digital ledger provided to the Merchant that record the pre-purchase of Vouchers, Top-up Transactions, Voucher Transactions, Online Sales, refunds and associated Fees;
- 1.24. **"Merchant's Nominated Bank Account"** means the Bank account nominated by the Merchant for all purposes of this Agreement;
- 1.25. **"Mobile Number"** means a South African mobile telephone number;
- 1.26. **"Net-settlement"** means the process through which the Providers are able to recover Fees and reimburse a Merchant with the value of Voucher Transactions processed by a Merchant during a particular period, less the relevant Fees;
- 1.27. **"NFC"** means near field communication that allow Rewards Members to contactlessly effect secure transactions and exchange digital content;
- 1.28. **"OBC Group"** means OBC Group (Pty) Ltd a private company duly registered in the Republic of South Africa with registration number 2000/022255/07;
- 1.29. **"Online Sales"** means the web-based selling of goods and services in exchange for Vouchers;
- 1.30. **"OTP"** means one-time PIN;
- 1.31. **"Party"** or **"Parties"** means the Providers, the Merchant or all Parties collectively;
- 1.32. **"Personal information"** means all relevant personal information as defined by POPIA;
- 1.33. **"PIN"** means a personal identification number that is described as a numerical password used to authenticate the identity of an individual;
- 1.34. **"Point-of-Sale Terminal"** means an electronic device or web-based payment application used to process Voucher Transactions by electronically authorising, capturing and transmitting Voucher Transaction data;
- 1.35. **"Point-of-Sale System"** means a computerised system used by the Merchant to process transactions that includes hardware such as cash registers, barcode scanners, and card readers, as well as software to manage sales, inventory, and payments. Within the context of this Agreement, references to Point-of-Sale Systems will also encompass Point-of-Sale Terminals;
- 1.36. **"POPIA"** means the Protection of Personal Information Act, Act 4 of 2013;

- 1.37. **"Prime Rate"** means the publicly quoted basic rate of interest per annum at which OBC Group principal banker lends on overdraft, compounded monthly in arrears and calculated on a 365-day year factor irrespective of whether the year is a leap year or not. A certificate purporting to be signed by someone who is identified in the certificate or otherwise as a general, branch or other manager of such Bank setting out the Prime Rate from time to time shall be proof of such rate until the contrary is proved;
- 1.38. **"Processing"** means any operation or activity whether or not by automatic means, concerning personal information, including but not limited to (i) the collection, receipt, recording, organization, collation, storage, updating or modification, retrieval, alteration, consultation or use (ii) dissemination by means of transmission, distribution or making available in any other form or (iii) merging, linking, as well as restriction, degradation, erasure or destruction of information;
- 1.39. **"Providers"** means Virtual Loyalty and OBC Group acting in collaboration;
- 1.40. **"Registration"** means the process of signing up or enrolling for the Thola Zonke Rewards System by Rewards Members;
- 1.41. **"Registration Portal"** means the web-based or in-store registration platform provided to the Merchant to enrol, sign-up or register Rewards Members on the Thola Zonke Rewards System;
- 1.42. **"Rewards Member"** means an individual or entity that is duly registered on the Thola Zonke Rewards System with an assigned Rewards Wallet;
- 1.43. **"Rewards Member App"** means the web-based digital platform that enable Rewards Members online access to the Services;
- 1.44. **"Rewards Wallet"** means a virtual digital ledger assigned to a Rewards Member to manage and store Voucher value or rewards as well as to facilitate Voucher Transactions;
- 1.45. **"Rewards Card"** means an NFC enabled stored-value PIN Card linked to the Rewards Wallet issued to a Rewards Member;
- 1.46. **"Rewards System Transaction Account"** refers to the designated investment account held by the OBC Group at a Third-Party service provider specifically utilised for the administration and management of all financial transactions pertaining to the Thola Zonke Rewards System that includes, but is not limited to, the receipt, storage, and disbursement of funds.
- 1.47. **"Services"** means a comprehensive Closed-loop transaction gateway that encompasses the following:
- 1.47.1. **"Onboarding and Registration Process":**
- 1.47.1.1. Registration Portal accessible to Merchants for onboarding and registering Rewards Members to the Thola Zonke Rewards System;
- 1.47.1.2. functionality to capture Personal Information that include a personal photograph and identity document;
- 1.47.1.3. creation of a Rewards Wallet with a unique WalletID;
- 1.47.1.4. PIN reset functionality; and
- 1.47.1.5. Rewards Card issuing and replacement functionality.
- 1.47.2. **"Top-Up Process":**

- 1.47.2.1. pre-purchase of Voucher value by the Merchant;
- 1.47.2.2. functionality that enables Rewards Members to acquire Vouchers through various designated channels, including but not limited to in store Point-of-Sale Systems;
- 1.47.2.3. secure allocation of the corresponding Voucher value to the Rewards Member's Rewards Wallet in real-time.
- 1.47.3. **"Voucher Transaction Process"**
 - 1.47.3.1. rewards or Vouchers redeemed by the Rewards Member in exchange for goods and services at participating Merchants within the Closed-loop ecosystem where the specified Voucher value is deducted from the Rewards Member's Voucher balance and instantly recorded in the Merchant Ledger of such participating Merchant;
 - 1.47.3.2. Rewards Cards and Rewards Members Apps that use encrypted communication protocols and authentication mechanisms to facilitate secure and efficient Voucher Transactions;
 - 1.47.3.3. reliable processing infrastructure to ensure uninterrupted service availability and minimize transaction processing times;
 - 1.47.3.4. integration with existing payment infrastructure, allowing Merchants to accept Voucher Transactions through Point-of-Sale Systems or online platforms.
- 1.47.4. **"Merchant Ledger Reimbursement Process":**
 - 1.47.4.1. Reimbursement process to Merchants for the value of Vouchers or rewards redeemed by Rewards Members;
 - 1.47.4.2. requisition process accessible to Merchants for securely instructing the transfer of the required redeemed Voucher value to the Merchant's Nominated Bank Account.
- 1.47.5. The provision and installation of proprietary source code and/or software onto existing Point-of-Sale Systems to enable and enhance the Thola Zonke Rewards System functionality.
- 1.47.6. In addition to the above, it is understood that the Services may be subject to enhancements or further development over time to improve functionality, efficiency or to incorporate new features. Such enhancements or developments shall be implemented at the discretion of the Providers and communicated to the Merchant in a timely manner;
- 1.48. **"Service Application"** means the prescribed process that the Merchant must follow to apply for the Services, which may include completing an Application Form and providing KYC and FICA documentation;
- 1.49. **"SLA"** means the service level agreement attached hereto;
- 1.50. **"SMS"** means short message service as provided by cellular network operators;
- 1.51. **"Thola Zonke Rewards System"** means the online portals, websites and web-based application platforms, including but not limited to the Merchant portal, Merchant Ledger, Rewards Card and Rewards Member App, that enable Rewards Members and Merchants to access the Services and facilitate the tracking and recording of Voucher values and rewards earned, redeemed or transferred;
- 1.52. **"Thola Zonke Rewards System Terms, Conditions and Privacy Policy"** means the terms, conditions and privacy policy accepted by the Rewards Members when registering on the Thola Zonke Rewards System;
- 1.53. **"Thola Zonke Rewards Program"** means the loyalty program established by OBC Group, under which Rewards

Members receive discounts and other benefits on pre-selected items;

- 1.54. **“Third-Party service providers”** means an individual or legal entity who provides a specialised service or technology under contract with the Providers;
- 1.55. **“Top-up”** means an instruction to facilitate the electronic transfer of stored Voucher value recorded in the Merchant Ledger of a participating Merchant to the Rewards Wallet of a Rewards Member;
- 1.56. **“VAT”** means Value Added Tax as more fully described in the Value Added Tax Act, Act No 89 of 1991, as amended from time to time;
- 1.57. **“Vouchers”** means a non-refundable electronic value that may only be exchanged for goods or services and as part of a promotional offer or loyalty program;
- 1.58. **“Voucher Transaction”** means an instruction to facilitate the electronic transfer of the stored value of rewards or Vouchers from the Rewards Wallet of a Rewards Member to the Merchant Ledger of a participating Merchant;
- 1.59. **“Vendor”** means a third-Party Merchant that agree, under supervision of the Merchant, to accept Voucher Transactions and to provide products and services to the Rewards Members via the Thola Zonke Rewards System;
- 1.60. **“Virtual Loyalty”** means Virtual Loyalty (Pty) Ltd a private company duly registered in the Republic of South Africa with registration number 2024/119453/07;
- 1.61. **“WalletID”** means a unique system reference number allocated to the Rewards Wallet of a Rewards Member.

2. RECORDAL

- 2.1. The Service Terms Agreement, Privacy Policy, SLA, Fees Schedule and annexures contained herein, apply between the Providers and the Merchant.
- 2.2. This Agreement supersedes all prior agreements entered into between the Providers and the Merchant.
- 2.3. The Parties agree to enter into further or separate agreements in instances where certain specialised services require more specific terms and conditions to govern the contractual rights and obligations of the Parties.
- 2.4. The Merchant acknowledges and agrees that the Providers may engage Third-Party service providers to facilitate various aspects of the Service. By entering into this Agreement, the Merchant understands that such collaboration is essential for regulatory purposes and efficient delivery and performance of the Service. The Providers retain responsibility for overseeing these collaborations and ensuring that they align with the standards and objectives outlined in this Agreement.
- 2.5. Notwithstanding the terms of this Agreement the Merchant acknowledges the responsibility to ensure that all actions and business activities conducted by the Merchant will adhere to written confirmation of all relevant legal, regulatory or any other required approvals.
- 2.6. All Vouchers and rewards provided or acquired within the Thola Zonke Rewards System shall possess equal monetary value when redeemed, with such value denominated in South African Rand.
- 2.7. The Merchant confirms to have read and understood the Thola Zonke Rewards System Terms, Conditions and Privacy Policy.

3. EFFECTIVE DATE AND DURATION

- 3.1. By accepting this Agreement electronically or otherwise, the Merchant confirms that they have read and

understood the meaning and effect of its corresponding rights and obligations.

- 3.2. The Agreement will become binding upon both Parties on the Effective Date and shall remain in force and effect until terminated in terms of the provisions set out herein.
- 3.3. It is acknowledged that a Franchise agreement exists between the OBC Group and Merchant.
- 3.4. This Agreement shall endure for an initial term of 24 (twenty-four) months, contingent upon the provisions hereunder concerning the term of the Franchise agreement.
- 3.5. Upon the expiration of the initial 24 (twenty-four) months, this Agreement shall automatically renew on a month-to-month basis, unless either Party provides written notice of termination at least thirty (30) days prior to the end of such term or any subsequent month thereafter.
- 3.6. Should the Franchise agreement expire or be cancelled for any reason before the culmination of the initial term, this Agreement shall also be terminated correspondingly.
- 3.7. The term of this Agreement may be extended by mutual written agreement between the Parties.

4. SERVICE APPLICATION

- 4.1. The Merchant is required to complete the Service Application in order to request access to the Services.
- 4.2. By completing the Service Application, the Merchant extends an offer to access the Services, and the Providers reserve the right to decide, at their sole discretion, whether to accept the offer.
- 4.3. The Service Application will be deemed complete when:
 - 4.3.1. the Providers inform the Merchant in writing of the Activation Date;
 - 4.3.2. a Merchant Ledger is established for the Merchant;
 - 4.3.3. the Merchant is granted access to the Thola Zonke Rewards System;
 - 4.3.4. the Merchant has either installed the software on an existing Point-of-Sale System or received a Point-of-Terminal that has been activated by the Providers (if applicable); and
 - 4.3.5. the Merchant satisfies the Providers' standard credit checks and regulatory procedures, including, but not limited to, FICA and KYC requirements.
- 4.4. The Merchant is obligated to timeously furnish the Providers with all compliance documents requested by them.
- 4.5. Should any information be outstanding during the Service Application process, the Providers will request such information from the Merchant. It is clarified that the Providers will not approve the Merchant to utilise the Services if there is outstanding information. If information remains outstanding for more than one calendar month, the Merchant will need to initiate a new Service Application with updated information.

5. RELATIONSHIP OF PARTIES

- 5.1. Unless otherwise specified in the Agreement, the Providers do not act as the Merchant's agent nor is there any relationship of joint venture or partnership established by this Agreement between the Providers and the Merchant.
- 5.2. The Parties hereby acknowledge that due to the nature of this Agreement they may have access to confidential

information of the other and be in a position to affect the business of the other Party negatively and as such undertake to act towards each other with the utmost good faith and in strict confidence.

6. UNDERTAKINGS BY THE PROVIDERS

- 6.1. Subject to other restrictive clauses in this Agreement the Providers undertake to:
- 6.1.1. ensure compliance with all legislative requirements in respect of the Services and otherwise;
 - 6.1.2. exercise due diligence and prudence in managing all funds received from the Merchant, ensuring compliance with applicable regulatory requirements and industry standards. This includes but is not limited to safeguarding and disbursing funds in a responsible manner to mitigate risks and maintain financial integrity;
 - 6.1.3. in conducting its business activities, as far as it pertains to the subject matter contemplated in this Agreement, apply such standards of reasonable care in respect of its information management practices as can be expected from a person conducting the Services;
 - 6.1.4. keep the Merchant informed regarding its operational requirements from time to time as well as all legal and regulatory requirements in respect of the Services which may affect the Merchant, and which are not otherwise accessible by the Merchant;
 - 6.1.5. furnish the Merchant with an updated Fee Schedule in case of any changes, subject to a notice period of 30 (thirty) days.
 - 6.1.6. use its best endeavours to notify the Merchant before any scheduled maintenance of any hardware, software or telecommunication systems relating to the Services;
 - 6.1.7. provide the Merchant with technical assistance and troubleshooting solutions;
 - 6.1.8. ensure its antivirus and firewall software are constantly updated and monitored;
 - 6.1.9. retain all records in relation to this Agreement for a minimum period of 5 (five) calendar years or such further time as the applicable legislation requires;
 - 6.1.10. save for any other obligations in terms of this Agreement, provide the Merchant with statements reflecting any amounts that may be due and/or owing by a Party pursuant to this Agreement;
 - 6.1.11. keep the records of the Merchant separate and distinct from other users of the Services;
 - 6.1.12. refrain from offsetting any mutual obligations between the Merchant and other users of the Services;
 - 6.1.13. comply with all its other obligations and the procedures as envisaged in this Agreement;
 - 6.1.14. through their respective authorised agents, address any queries that the Merchant may have in respect of the Services or any administration related thereto;
 - 6.1.15. facilitate the settlement of all valid transactions submitted by the Merchant; and
 - 6.1.16. notwithstanding any other provisions in this Agreement, the Providers reserve the right, at their sole discretion, to retain funds for investigation in cases of excessive refunds, insolvency, fraud, suspected fraud, and suspicious or invalid Voucher Transactions for a period of 180 (one hundred and eighty) days.

7. UNDERTAKINGS BY THE MERCHANT

The Merchant represents and warrants to the Providers that:

- 7.1. the Merchant shall, from the Effective Date onwards at all times comply with the applicable legislative and statutory requirements including those requirements of any relevant Authority;
- 7.2. the Merchant shall from the Effective Date onwards promptly make any necessary changes as required by the Providers from time to time in order to comply with legislation and/or any relevant Authority;
- 7.3. the Merchant acknowledges that once profile information has been entered and submitted by the Merchant, Authorised System User or Rewards Member through the Thola Zonke Rewards System, the Providers will accept all instructions, irrespective of whether the profile information may have been entered fraudulently or otherwise, without the Merchants authority;
- 7.4. the Merchant acknowledges that all Rewards Members introduced, assigned, referred to, signed up or in any instance allowed access to the Thola Zonke Rewards System did in fact accept the Thola Zonke Rewards System Terms, Conditions and Privacy Policy;
- 7.5. the Merchant will during the System Application process appoint Authorised System Users;
- 7.6. the Merchant together with the Authorised System Users, will always act in good faith and will not conduct its business or represent the Providers in any way so as to tarnish the reputation of the Providers;
- 7.7. the Merchant will promptly inform the Providers if an Authorised System User is no longer permitted or able to access the Thola Zonke Rewards System;
- 7.8. the Merchant will not pass off as the Providers by means of publishing details to such effect, nor will it make use of any of the intellectual property of the Providers (including the Providers name or logo) in any of its communications (including on its websites, marketing literature) or marketing strategies without the prior written consent of the Providers;
- 7.9. the Merchant will be responsible for the availability, and/or maintenance of any telecommunications infrastructure which it uses to access the Services (including direct data links), if applicable;
- 7.10. the Merchant will maintain an adequate audit trail of transactions in relation to this Agreement from the Activation Date onwards;
- 7.11. the Merchant shall immediately notify the Providers if there is any change of (i) the nature of its business; (ii) the ownership of the Merchant; and/or (iii) shareholding of the Merchant. In the event that the change as mentioned in (i) - (iii) negatively impacts the Providers then the Providers will be entitled on written notice to the Merchant, to terminate this Agreement with immediate effect;
- 7.12. the Merchant shall allow the Providers or their duly authorised agents or Third-party service provider's reasonable access to the Merchant's premises or area of operation to enable the Providers to comply with its obligations in terms of this Agreement and for all other purposes envisaged in this Agreement;
- 7.13. the Merchant shall ensure that the transaction slips generated by the Point-of-Sale System are legible and the Merchant shall, without prejudice to any other right that a Party may have in terms of this Agreement, be liable for all losses, claims or damages that may be incurred as a result of a transaction slip being illegible;
- 7.14. the Merchant will retain all other records of any Voucher Transactions in relation to this Agreement for a minimum

period of 5 (five) calendar years from the date of the transaction or such further time as the applicable legislation requires;

- 7.15. The Merchant agrees to be responsible for the actions of its Authorised System Users, Vendors, directors, agents, trustees, members, or employees. The Merchant will ensure that they do not initiate any Voucher Transactions that it knew or should have known were Fraudulent.

8. PROVISIONS RELATING TO MERCHANT LEDGERS

- 8.1. The Merchant is obligated to maintain the Merchant Ledger with due care, exercising prudent financial management practices and ensuring compliance with all applicable legislation.
- 8.2. Voucher value recorded in the Merchant Ledger shall not accrue interest and the Merchant acknowledges and agrees that they shall have no claim to any interest that may be earned on such value.
- 8.3. The Merchant must raise any queries regarding the accuracy or any other aspect of any entry on the Merchant Ledger within 30 (thirty) days from the date on which the entry appeared on the statement related to the Merchant Ledger.
- 8.4. Requests for reimbursements and pre-purchasing of Voucher value by the Merchant shall only be made in such manner, and the Merchant shall comply with such procedures, as the Providers may determine from time to time, at its sole and absolute discretion.
- 8.5. The Merchant acknowledges and agrees that:
- 8.5.1. any funds received and paid into the Rewards System Transaction Account by the Merchant are recorded in the Merchant Ledger as pre-purchased Voucher value;
- 8.5.2. pre-purchasing of Voucher value will be validated by the Providers in accordance with such procedures as it may from time to time determine in its sole and absolute discretion;
- 8.5.3. the Provider's verification or records of any action in relation to the pre-purchase of Voucher value by the Merchant shall be final and conclusive;
- 8.5.4. any entry of a record in relation to pre-purchasing of Voucher value will be established after clearance in the Rewards System Transaction Account, unless otherwise determined by the Providers in their sole and absolute discretion;
- 8.5.5. upon the Merchant's pre-purchase of Voucher value from the Provider, all rights, title, and interest in the Voucher value shall immediately vest in the Provider;
- 8.5.6. the Provider shall assume full responsibility and liability for the Voucher value pre-purchased by the Merchant and the Provider is solely responsible for honouring and fulfilling the Voucher value to a Rewards Member or participating Merchant in accordance with the terms and conditions associated with such Vouchers;
- 8.5.7. the Provider, including any Third-Party service providers engaged by the Provider, shall not be considered to be taking any form of deposit or holding any funds on behalf of the Merchant. The pre-purchase transaction represents a final and non-refundable purchase of Voucher value by the Merchant; and
- 8.5.8. the Merchant agrees to indemnify and hold harmless the Provider and its Third-Party service providers from any claims, losses, or damages arising out of or related to any misunderstanding or misrepresentation regarding the nature of the pre-purchase transaction, including but not limited to claims that the transaction constitutes a

deposit or a fiduciary arrangement.

- 8.6. The Providers will not be obliged to act on any reimbursement instructions where:
- 8.6.1. the Providers are not in receipt of satisfactory instructions;
 - 8.6.2. the Providers are unable to properly authenticate the Authorised System User;
 - 8.6.3. there is insufficient redeemed Voucher value in the relevant Merchant Ledger;
 - 8.6.4. the Merchant or its Authorised System Users does not follow the prescribed procedures; and/or
 - 8.6.5. when requested, the Merchant or its Authorised System Users are unable to produce suitable identification documentation.
- 8.7. The Merchant agrees to maintain the Merchant Ledger with a positive and pre-determined minimum Voucher value balance at all times, unless otherwise authorised at the sole and absolute discretion of the Providers or by prior arrangement. Any such arrangement shall be subject to terms as determined by the Providers from time to time.
- 8.8. In the absence of an arrangement with the Provider, the Merchant is obligated to promptly replenish any negative Voucher value balance on the Merchant Ledger.
- 8.9. Except with the Provider's prior written consent and subject to such conditions as the Providers may prescribe, the Merchant shall not assign, transfer or charge to any third party or create any security or other interest in or otherwise dispose of or purport to do the same in respect of any Voucher value standing to the credit of the Merchant in the Merchant Ledger or any part thereof.

9. REIMBURSEMENT, FEES AND DEDUCTIONS

9.1. Reimbursement of redeemed Vouchers and rewards

- 9.1.1. The Providers shall reimburse the Merchant for the value of Vouchers or rewards redeemed by Rewards Members, as outlined in this Agreement.
- 9.1.2. The reimbursement shall be calculated based on the redeemed value of Vouchers or rewards as recorded in the Merchant Ledger and verified by the Providers.
- 9.1.3. The reimbursement shall be transferred electronically to the Merchant's Nominated Bank Account, in accordance with the provisions of this Agreement.

9.2. Requisition process for Merchant Ledger reimbursement

- 9.2.1. The Providers shall provide the Merchant with access to a requisition process through the Thola Zonke Rewards System for initiating reimbursement requests.
- 9.2.2. The requisition process shall be securely accessible to Authorised System Users through designated login credentials provided by the Providers.
- 9.2.3. The Merchant shall accurately input the details of the reimbursement request, including the redeemed value of Vouchers, and rewards, and submit the requisition through the Thola Zonke Rewards System.

- 9.2.4. Although there is no limit on the frequency of reimbursements, the value of each reimbursement request may be capped at a maximum of R250,000.00 (two hundred and fifty thousand rand) per transaction.
- 9.2.5. Upon receipt of the requisition, the Providers shall verify the request and initiate the transfer of the required redeemed Voucher value to the Merchant's Nominated Bank Account within the agreed-upon timeframe.
- 9.2.6. The Merchant shall ensure that all requisition requests are made in accordance with the terms and conditions of this Agreement and any additional guidelines provided by the Providers.
- 9.3. **The Providers have the right to deduct from the Merchant Ledger:**
- 9.3.1. the value of reversals of invalid Voucher Transactions;
- 9.3.2. the Fees referred to in this Agreement;
- 9.3.3. any refund due to a Rewards Member and not processed or rectified by the Merchant;
- 9.3.4. any incorrect reimbursements due to clerical or electronic errors by either Party;
- 9.3.5. the value of transactions about which a disagreement exists as raised by a Rewards Member. The Providers shall have the right of full recourse against the Merchant in the event of any disagreement arising between the Merchant and the Rewards Member, provided that the Merchant is found liable in such circumstances;
- 9.3.6. any charges incurred as a result of the Merchant abuse, misuse or unauthorised use of the Service and/or any damage incurred as a result of the Merchant failure to comply with any provision contained in this Agreement, as well as for any charges incurred as a result of the loss or theft of the SIM card in the Point-of-Sale Terminal where applicable; and
- 9.3.7. any other amounts stated in the relevant clauses and sub clauses in this Agreement.
- 9.4. The Provider will process all deductions upon presentation, and the Merchant will be responsible for the costs of any deductions processed by the Providers.
- 9.5. **Payment of Fees:**
- 9.5.1. The Merchant agrees to pay the Providers the Fees outlined in the attached Fee Schedule, which forms an integral part of this Agreement.
- 9.5.2. In consideration for the ongoing provision of the Thola Zonke Rewards System, the Merchant shall pay the Providers a monthly service fee.
- 9.5.3. The payment terms, including the frequency and method of payment, shall be as specified in the Fee Schedule.
- 9.5.4. The Merchant acknowledges that timely payment of Fees is essential for the provision of services by the Providers as per the terms outlined in this Agreement and the SLA.
- 9.5.5. Any disputes regarding Fees shall be resolved in accordance with the dispute resolution procedures outlined in this Agreement.
- 9.5.6. Failure to pay Fees in accordance with the terms specified in the Fee Schedule and SLA may result in penalties, suspension of Services or termination of this Agreement.
- 9.5.7. The Merchant hereby irrevocably authorises the Providers to deduct certain Fees from the transaction value prior to recording the value in the Merchant Ledger.

9.5.8. The Merchant may be requested to pay an administration Fee for clerical errors that occur because Voucher Transactions were incorrectly processed by the Merchant.

9.6. **Monthly Statement as VAT Invoice:**

9.6.1. The Providers shall issue a monthly statement to the Merchant within 7 (seven) days after the end of each calendar month, summarising all transactions processed during the preceding month. This statement will also provide a detailed breakdown of the transaction Fees applied to each transaction or to the total volume, as appropriate.

9.6.2. The monthly statement will also serve as a valid VAT invoice.

9.6.3. The Merchant must review the monthly statement upon receipt. If there are any discrepancies or errors, especially regarding transaction Fees, the Merchant must notify the Providers in writing within 30 (thirty) days of receipt. If no notice is received within this period, the statement shall be deemed accepted, and the Merchant agrees to settle any other outstanding amounts by the due date indicated in the statement.

9.6.4. The Providers may issue the monthly statement electronically via email or through the online portal. The Merchant is responsible for ensuring that their company and contact information is accurate and for maintaining records in compliance with applicable VAT and tax regulations.

9.6.5. The Merchant acknowledges and agrees that the monthly statement, including the transaction Fees, can be used as supporting documentation for tax filing and VAT compliance purposes. The Providers shall not be liable for any errors arising from the Merchant's misinterpretation or misapplication of the information contained in the statement.

10. REGISTRATION OF REWARDS MEMBERS

10.1. To access the Services, Rewards Members must register on the Thola Zonke Rewards System. Merchants will be provided with a Registration Portal to facilitate the Registration process.

10.2. When registering, the Rewards Member will be required to provide a Mobile Number which will be used as username to log into the Thola Zonke Rewards System, full name and surname, a South African identity number or a passport number in the event of the Rewards Member being a foreign national, a valid email address if available and a unique PIN.

10.3. All PINs submitted when signing up are encrypted and no employee, agent, affiliate or representative of the Providers may have access thereto. Should the Rewards Member forget or misplace the PIN, the Member may obtain a new PIN from the Merchant in-store or by using the "Reset Pin" function on the Rewards Members App.

10.4. On completion of the Registration process, an OTP with a link will be delivered to the Rewards Member's Mobile Number by SMS to accept the Thola Zonke Rewards System Terms, Conditions and Privacy Policy, to verify such Mobile Number and activate the Members wallet.

10.5. In the event of the OTP being captured by the Merchant on the Registration Portal, when assisting with the registration of the Rewards Member on the Thola Zonke Rewards System, the Merchant must ensure that the Rewards Member reads and understands the Thola Zonke Rewards System Terms, Conditions and Privacy Policy prior to finalising the Registration.

10.6. In the instance where a Rewards Member wish to obtain a new PIN or in the event of issuance of a replacement card, an OTP will be delivered to the Rewards Member's Mobile Number by SMS to be captured by the Merchant on the Registration Portal to verify the identity and Mobile Number of the Rewards Member.

10.7. Prospective Rewards Members are required to provide KYC documentation as a requirement of FICA and as part

of the registration process.

- 10.8. The Registration Portal requires the capturing of a picture of the identity document and a personal picture of the Rewards Member for future identification purposes. The Merchant shall ensure that these images are captured clearly and in focus before uploading.
- 10.9. Any Personal Information provided by the Rewards Member will be processed, captured and stored in accordance with POPIA and the Terms as set out in the Privacy Policy hereunder.
- 10.10. If the Rewards Member fails to provide the necessary identification documents upon request by the Providers and/or Merchant, the Registration of the Rewards Member will not be authorised and/or may be suspended.
- 10.11. When registering on the Thola Zonke Rewards System a WalletID and CardID is allocated by the Providers to the Rewards Member.
- 10.12. The Registration Portal shall enable the Merchant to securely link a Rewards Card to the Rewards Member's Wallet, allowing for seamless integration of card benefits, stored value and rewards accumulation with the Rewards Member's Wallet.
- 10.13. In the event of loss, theft or damage to a registered Rewards Card, Rewards Members may request the issuance of a replacement card from the Merchant or Card Issuer.
- 10.14. Rewards Members shall be required to promptly report the loss, theft, or damage of the original Rewards Card to the Merchant or Card Issuer and provide any necessary KYC documentation or verification to support the replacement request.
- 10.15. Upon verification of the replacement request, the Merchant or Card Issuer shall issue a replacement card with a new CardID and securely link it to the Rewards Member's existing Rewards Wallet, with the effect of transferring any remaining value associated with the original card to the replacement card.
- 10.16. Once replaced, the previous Rewards card and CardID will be rendered non-functional. The Merchant shall request the Rewards Member to properly dispose of the old CardID and Rewards card.
- 10.17. The Providers may impose a reasonable fee for the issuance of replacement cards, which shall be communicated to the Merchant prior to processing the replacement request.

11. TOP-UP AND VOUCHER TRANSACTIONS

11.1. Acquisition of Vouchers

- 11.1.1. The Merchant pre-purchase Voucher value by EFT payment into the Rewards System Transaction Account.
- 11.1.2. The Providers facilitate the acquisition of Vouchers by Rewards Members through designated channels, which may include in-store Point-of-Sale Systems, online platforms or the Rewards Member App.
- 11.1.3. The Merchant shall provide access to the designated channels for Rewards Members to acquire Vouchers, subject to the terms and conditions of this Agreement and any additional guidelines established by the Providers.

11.2. Allocation of Voucher or rewards values

- 11.2.1. Upon completion of a transaction for acquiring Vouchers through the designated channel, the corresponding value Voucher shall be securely allocated by the Providers to the Rewards Member's Rewards Wallet.

- 11.2.2. The allocation process is automated and integrated to ensure timely and accurate transfers of Vouchers or rewards value to the Rewards Member's Wallet.
- 11.2.3. Rewards Members shall receive immediate confirmation of the allocation of a Voucher or rewards value to their Rewards Wallet through SMS notifications, printed transaction slip or other communication channels provided by the Thola Zonke Rewards System.
- 11.3. **Honouring of Voucher Transactions**
 - 11.3.1. The Merchant undertakes to accept each valid Voucher Transaction that is presented to the Merchant by the rightful Rewards Member as payment for goods and/or services.
 - 11.3.2. The Merchant undertakes to supply the goods and/or services at a price which is not more than the Merchant normal cash price for the goods and/or services and not to discriminate against any Rewards Member by adding any surcharge or by setting a minimum or maximum transaction amount as a condition of honouring any Voucher Transaction request. The Merchant shall ensure that all its prices are, as a minimum requirement, quoted in South African Rand.
 - 11.3.3. The Merchant shall supply a copy of the transaction slip to the Rewards Member at the Point-of-Sale System.
 - 11.3.4. The Providers will reimburse to the Merchant the Voucher value redeemed in exchange of all goods and/or services that the Merchant supply in relation to a Voucher Transaction in terms of this Agreement.
- 11.4. **Presentation of Top-up or Voucher Transactions**
 - 11.4.1. The Merchant shall not process a transaction that did not result from a transaction between the Merchant and Rewards Member.
 - 11.4.2. Any Voucher value transferred to the Merchant Ledger does not waive or remove the right to cancel a Voucher Transaction by deducting the value of the relevant invalid transaction from such Merchant Ledger.
- 11.5. **Top-up or Voucher Transaction Warranties**
 - 11.5.1. By presenting a transaction, the Merchant warrants the following:
 - 11.5.1.1. all statements of fact contained therein are true;
 - 11.5.1.2. goods and/or services were delivered or supplied by the Merchant at the normal cash price and the price does not include any additional charges or any element of credit whatsoever;
 - 11.5.1.3. the transaction between the Merchant and the Rewards Member is legal;
 - 11.5.1.4. there has been bona fide compliance by the Merchant with all the terms of this Agreement;
 - 11.5.1.5. The Merchant indemnifies the Providers against any claim or liability arising from disputes between the Merchant and the Rewards Member regarding the acquisition of a Voucher or reward, as well as for the supply and/or delivery of goods and/or services. The Merchant shall provide evidence, satisfactory to the Providers, demonstrating that the request to receive or transfer Voucher value was authorised by the Rewards Member; and
 - 11.5.1.6. the Merchant actually supplied the Voucher, goods and/or services to the Rewards Member.

11.6. Invalid Top-up or Voucher Transactions

11.6.1. A Top-up or Voucher Transaction will be invalid if:

11.6.1.1. the Rewards Card is damaged, not valid, not allocated, not registered or has expired;

11.6.1.2. the Rewards Card was not issued by the authorised Card Issuer in its original form;

11.6.1.3. the Rewards Card was not presented by the legal Card holder;

11.6.1.4. the Rewards Card was not authorised for use by the Providers;

11.6.1.5. the Top-up or Voucher Transaction does not comply with any warranty contained in this Agreement;

11.6.1.6. a mutilated, defaced, blank or illegible Rewards Card was accepted;

11.6.1.7. Rewards Card was rejected by the Point-of-Sale System;

11.6.1.8. if the Rewards Card was not present;

11.6.1.9. the Merchant do not present the Voucher Transaction within the agreed period;

11.6.1.10. at the time when the Top-up or Voucher Transaction was done, any term of this Agreement had been or was being violated;

11.6.1.11. the supplied goods and/or services were received expired, broken, defective, incomplete or otherwise not suitable for the purpose for which they were sold, and the Rewards Member returned the goods;

11.6.1.12. the price and/or fee charged to the Rewards Member is in excess of the Merchant's normal price for goods supplied; or

11.6.1.13. the Merchant did not obtain authorisation when requested to do so by the Point-of-Sale System.

11.6.2. The Providers may, in their sole discretion, choose to treat any of the above-mentioned Top-up or Voucher Transactions as valid but without prejudice to the Provider's right in any future transaction to treat any defect of a similar kind as invalid.

11.7. Top-up or Voucher Transaction Refunds

11.7.1. The Providers have a no refund policy and prefer a like for like goods exchange.

11.7.2. In the exceptional circumstance that the purchase of Vouchers or goods is to be refunded to the Rewards Member, if the Merchant allow an adjustment of the purchase price of goods or a capturing error has occurred, the Merchant shall process the refund in the prescribed manner.

11.7.3. Access to the supervisor PIN required for authorising refunds may be granted solely to Authorised System Users by the Merchant.

11.7.4. The Merchant may not make a cash refund in the event of goods and/or services sold to a Rewards Member.

11.7.5. The Merchant must provide a refund slip to the Rewards Member.

11.7.6. The Merchant agrees to indemnify the Providers against any claims or liabilities arising from any refunds processed by the Merchant.

11.8. **Provisions Relating to Top-up or Voucher Transactions**

11.8.1. The Merchant shall be responsible for the payment of any charges or extra charges by any cellular service Providers, Wi-Fi Providers, data Providers or any other governmental or non-governmental body that has the authority to control the use of the Point-of-Sale System and any connections required for the proper functioning of the Point-of-Sale System.

11.8.2. The Providers will not be liable for any damage, network breakdown, system failure or equipment malfunction or any damage to facilities, people or property caused by power failures or similar events or loss or damage caused by events beyond the Provider's control and/or the fact that the Merchant or the Rewards Member are not able to gain access to any mobile-, data- or Wi-Fi-networks or to utilise it.

11.8.3. The Merchant shall ensure that the Merchant employees who are duly authorised to do so, shall be adequately trained to perform any Top-up or Voucher Transaction by way of the Point-of-Sale System.

11.8.4. Each Top-up or Voucher Transaction attempted, executed or performed shall be deemed to be valid and its validity may not be questioned by the Merchant.

11.8.5. The Merchant shall be held responsible for any error occurring or fraud or Laundering committed through the use of the Point-of-Sale System.

11.8.6. The Merchant must display such marks and symbols in respect of the Rewards Card as may be determined by the Providers, in such a manner that the public will take cognisance of the Merchant's willingness to accept the particular Rewards Card. The Merchant also undertakes to replace or remove such material, immediately, on the written request of the Providers.

11.9. **Fraudulent Top-up or Voucher Transactions**

11.9.1. Further to the above definition of Fraudulent Transaction, a Fraudulent Transaction is any transaction which would be fraud or Laundering in terms of common law or statute. This includes, without limitation, any transaction made by anyone who is not the authorised Rewards Member, or someone authorised by the Rewards Member.

11.9.2. A Top-up or Voucher Transaction will further be fraudulent if the Merchant knowingly presents a Fraudulent Transaction to the Providers for processing, or any transaction which the Merchant should have known as being fraudulent or unauthorised by the Rewards Member;

11.9.3. The Merchant shall not process Top-up or Voucher Transactions that the Merchant know or should have known are Fraudulent Transactions or unauthorised by the Rewards Member.

11.9.4. The Merchant agree that the Merchant shall at all times be responsible for the actions of the Merchant employees.

11.9.5. The Merchant is obligated to provide a copy of the transaction slip(s) requested by the Providers, within 3 (three) Business Days of the request, upon suspicion of fraud or any questionable transaction which may result in the possibility of a Fraudulent Transaction, failing which, the Providers will be entitled to debit the Merchant Ledger or Merchant's Nominated Bank account with the loss incurred by the Providers as a result of the transaction slip not being present. The Merchant shall also be liable for all fees, penalties, losses, claims or damages that may be incurred as a result of an invalid transaction.

11.9.6. The Providers reserve the right to remove the PIN pad, manual Rewards Card entry facility, refund facility and any

other services used to manipulate transaction processing on the Providers Point-of-Sale System, without providing prior notice to the Merchant. The Providers will be entitled to and hereby reserves the right to immediately end this Agreement if fraud is committed by the Merchant or any Fraudulent Transaction is posted by the Merchant.

- 11.9.7. If this Agreement is terminated due to confirmed suspicion of processing of Fraudulent Transactions with the Point-of-Sale Terminal (if applicable), the Merchant will be expected to return the Point-of-Sale Terminal, delete the web-based application or allow the Providers to collect the Point-of-Sale Terminal without any expectation or right to any form of compensation or refund.

12. ACCESS CODES AND SYSTEM SECURITY

- 12.1. The Providers will provide the Merchant's Authorised System Users with relevant access and/or PIN codes in order to access the Thola Zonke Rewards System, Merchant Ledgers and the Services. These access and/or PIN codes constitute an electronic signature in terms of the Electronic Communications and Transactions Act 25 of 2002.
- 12.2. The Merchant will ensure that the security of all access and/or PIN codes relating to the Providers are maintained according to the higher standard of care that is due when dealing with financial transactions and will promptly inform the Providers should it suspect that any access codes have or could have been compromised.
- 12.3. The Merchant shall be required to set up and maintain adequate security procedures and standards as advised by the Providers from time to time from the Activation Date onwards. This includes necessary antivirus and firewall software programs, physical security and security of information including authentication and encryption.
- 12.4. The Parties shall immediately bring to the attention of the other Party any breach or attempted breach of security of which it becomes aware. Either Party may fully investigate such breach or attempted breach and the other Party shall give its full co-operation with such investigation. The Parties shall immediately upon detecting a breach or attempted breach, take such steps as are necessary to prevent a recurrence thereof and to mitigate the effects of such breach.
- 12.5. The Merchant is required to appoint a responsible person who must sign this Agreement and must be Authorised to represent the Merchant. This responsible person is empowered to access all the services for which the Merchant is Authorised and has the power to add, delete and vary the details of other Authorised System Users who are granted access on the request of the Merchant. The Merchant undertakes to immediately notify the Providers if the responsible person ceases to represent the Merchant. If the responsible person no longer represents the Merchant, the responsible person personally agrees to immediately notify the Providers in writing and furthermore agrees to cease using any electronic access codes on behalf of the Merchant.
- 12.6. The Providers may from time to time require that the responsible person confirm his/her details as a security precaution. Failure to comply with the necessary requirements as advised from time to time could result in the Providers disabling the Merchants access to the Thola Zonke Rewards System for all Authorised System Users until such time the security procedures are complied with.
- 12.7. In the event that the Providers learn, by any means, that the responsible person no longer represents the Merchant the Providers may immediately suspend the Merchants account until such time as a new, Authorised responsible person is appointed.
- 12.8. The Providers will from time to time advise the Merchant of the minimum requirements which are required to use the Thola Zonke Rewards System or Services. These minimum requirements include minimum specifications relating to computer hardware, computer software and telecommunications services which the Merchant must have in order to be able to use the Thola Zonke Rewards System or Services.

13. PARTICIPATION IN THOLA ZONKE REWARDS PROGRAM

- 13.1. The Merchant agrees to participate in OBC Group's Thola Zonke Rewards Program, wherein Rewards Members will receive discounts and other benefits on certain pre-selected items when using their Rewards Card or Rewards Member App.
- 13.2. The Merchant shall apply the discounts to pre-selected items as specified by OBC Group. These discounts will be automatically applied when a Rewards Member use their Rewards Card or Rewards Member App at the Point-of-Sale System.
- 13.3. The Merchant acknowledges and agrees that they will not be entitled to any reimbursement, compensation or subsidy from OBC Group for the discounts or savings offered to Rewards Members under the Thola Zonke Rewards Program.
- 13.4. The Merchant shall bear the cost of the discounts and savings provided to Rewards Members and will not adjust their pricing practices in a manner that would counteract the discounts or savings offered through the Thola Zonke Rewards Program.
- 13.5. The Merchant agrees to comply with all Thola Zonke Rewards Program requirements as specified by OBC Group, including but not limited to the proper application of discounts, staff training and promotional activities.
- 13.6. OBC Group reserves the right to modify, suspend, or terminate the Thola Zonke Rewards Program, or any part thereof, at any time. OBC Group shall provide the Merchant with reasonable notice of any significant changes to the Thola Zonke Rewards Program.
- 13.7. The Merchant agrees to maintain accurate records of transactions involving the Thola Zonke Rewards Program and provide such records to OBC Group upon request. These records shall include details of the discounts applied and the items sold under the Thola Zonke Rewards Program.
- 13.8. The Merchant agrees to indemnify and hold harmless OBC Group from any claims, damages, or liabilities arising out of the Merchant's participation in the Thola Zonke Rewards Program, including but not limited to claims related to the improper application of discounts or any breach of the terms of this Agreement in relation to the Thola Zonke Rewards Program.

14. CONFIDENTIALITY UNDERTAKING

- 14.1. In addition to the Privacy Policy hereunder each Party agrees to hold any Confidential Information in confidence during and after the termination of this Agreement. Each Party agrees that, unless required by law (including a subpoena, discovery demand or similar compulsory process) it will neither make the Confidential Information available to any third party nor use the Confidential Information for any purpose other than the performance of this Agreement. Each Party agrees to use all reasonable efforts to ensure that the Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.
- 14.2. The Parties shall take appropriate measures to ensure that all employees, agents, Vendors and/or sub-contractors employed and/or contracted by either Party sign confidentiality agreements containing, inter alia, the provisions set out above.

15. INTELLECTUAL PROPERTY

- 15.1. All of the Intellectual Property rights owned by either Party at the Effective Date and any Intellectual Property rights acquired by either Party independently thereafter shall remain vested with that Party exclusively.
- 15.2. The Merchant warrants that it will not modify, translate, reverse engineer, decompile, disassemble or create

derivative works of any computer software or programs owned or operated by the Providers or otherwise attempt to defeat, avoid, by-pass, remove, deactivate or otherwise circumvent any software protection mechanisms including, without limitation, any such mechanism used to restrict or control the functionality of the software or programs or derive the source code or the underlying ideas, algorithms, structure or organisational form of the software.

16. MARKETING AND ANNOUNCEMENTS

Neither Party shall issue any press release or release any marketing or advertising or other promotional literature or make any public statement in each case relating to or connected with or arising out of this Agreement, without obtaining the prior written approval of the other Party relating to the content thereof and the manner of its presentation and publication, which approval may be communicated electronically.

17. BREACH AND TERMINATION

17.1. Should either Party breach or otherwise be in default of any of its obligations under or in terms of the Agreement and remain in default or fail to remedy such breach within 7 (seven) days of receipt of written notice calling upon it to do so, the other Party will be entitled, but not obliged, in addition to any other rights which it may have or remedies which may be available to it:

17.1.1. to cancel the Service in question if the breach only affects such Service, with or without claiming damages; or

17.1.2. to cancel the Agreement, if the breach in question affects performance under the Agreement as a whole, with or without claiming damages; or

17.1.3. to obtain an order against such defaulting Party for specific performance, with or without claiming damages.

17.2. The Providers reserve the right to hand over any outstanding debts to a third party for collection thereof and/or pursue the Merchant for any outstanding debt in terms of Section 129 of the National Credit Act 34 of 2005.

17.3. Notwithstanding anything to the contrary contained in this Agreement, the Providers will be entitled to terminate this Agreement immediately with written notice to the Merchant in its sole and absolute discretion:

17.3.1. if the Parties agree thereto in writing;

17.3.2. in the event that the Merchant:

17.3.2.1. is liquidated;

17.3.2.2. takes steps to deregister itself or is deregistered;

17.3.2.3. commits an act which, if committed by a natural person, constitutes an act of insolvency as defined in the Insolvency Act of 1936;

17.3.2.4. enters into or is party to a Fraudulent Transaction as defined in this Agreement;

17.3.2.5. engage in or be suspected of any criminal activity including, but not limited to, fraud, money laundering, Ponzi, bribery, theft, embezzlement, illegal drug trafficking, terrorist financing, or any other unlawful act;

17.3.2.6. fails to satisfy any judgment taken against it within 21 (twenty-one) days of notice of such judgment coming to the Merchant's notice unless the Merchant can provide the Providers with sufficient written evidence that the Merchant has initiated legal steps to appeal such judgment or have it rescinded. If the Merchant should fail in its

efforts to have a judgment removed on appeal or rescinded, the Provider's rights to immediately terminate this Agreement shall be reinstated;

- 17.3.2.7. is the subject of any proceedings related to liquidation or the appointment of a curator or similar officer as the case may be;
- 17.3.2.8. makes an assignment for the benefit of all or substantially all of its creditors; or
- 17.3.2.9. enters into an agreement for the composition, extension, or readjustment of substantially all of its obligations.
- 17.4. Termination of this Agreement shall not relieve either of the Parties of their post termination obligations arising out this Agreement or any obligations imposed upon such Party by way of legislation.
- 17.5. It is recorded that upon receipt of a written notice as referred to above, both Parties agree to fulfil their obligations under this Agreement until the expiration of the notice period.
- 17.6. The termination of any annexure will only terminate the Services set out in that annexure and the remaining Services for which the Merchant has signed the necessary annexures will be unaffected by the termination of the terminated annexure.
- 17.7. Notwithstanding the above, the Providers will be entitled to cancel the Agreement immediately if the Merchant or any representative of the Merchant breaches any undertakings as set out in this Agreement or breaches any other material clause within this Agreement.
- 17.8. For the purposes of this clause, a breach shall not be deemed to be a material breach for the purposes of entitling the aggrieved Party to cancel the Agreement if:
 - 17.8.1. it is capable of being remedied; or
 - 17.8.2. it is incapable of being remedied, and payment in money will compensate for such breach and such payment is made within 14 (fourteen) days after written request for such payment.
- 17.9. Notwithstanding anything in this Agreement, the Providers will be entitled to cancel any of the Services immediately if it is prevented from providing the Services by any Authority and the Merchant shall have no claim for damages of any nature that arise as a result of the cancellation of this Agreement in terms of this clause.

18. CONSEQUENCES OF TERMINATION

- 18.1. Notwithstanding the cancellation of this Agreement for any reason whatsoever, the provisions of confidentiality, Intellectual Property and any other provision that impliedly or by necessary implication endures after termination shall remain of full force and effect as between the Parties.
- 18.2. Upon termination of the Services, all value due to the Merchant in relation to the Thola Zonke Rewards System will be paid to the Merchant's Nominated Bank account.

19. WARRANTIES

To the extent permissible by law, no Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not. Any oral representations need to be included in this Agreement and any applicable annexure or schedule.

20. DISCLAIMER AND LIMITATION OF LIABILITY

- 20.1. Notwithstanding any other express limitations of liability elsewhere in the Agreement, the Merchant acknowledges and agrees in general that neither the Providers nor any Third-Party service providers, shareholders, employees, agents or representatives of the Providers or Third-Party service providers are liable for any loss, liability, damage, expense or cost of any nature whatsoever (whether direct, indirect, specific, incidental or consequential) which may be incurred pursuant to the performance by the Providers or Third-Party service providers of their obligations in terms of this Agreement, unless any such damage or loss was occasioned by the gross negligence or fraud of the other Party.
- 20.2. Save as set out in this Agreement, the Providers make no other warranties, representations, and/or guarantees, whether express, implied in law or residual regarding the:
- 20.2.1. Thola Zonke Rewards System;
 - 20.2.2. the Service; and
 - 20.2.3. Third-party services and/or products acquired through the use of the Thola Zonke Rewards System.
- 20.3. To the fullest extent permitted by law, the Merchant shall and undertakes to, defend, indemnify, and hold harmless the Providers, and hereby disclaim all liability for:
- 20.3.1. any loss, liability, damage, expense or cost of any nature whatsoever (whether direct, indirect, specific, incidental or consequential) which may be suffered by the Merchant or any third-party, as a result of, or which may be attributable, directly or indirectly, to the Merchant's or Authorised System Users' access and/or use of the Thola Zonke Rewards System;
 - 20.3.2. any loss, liability, damage, expense or cost of any nature whatsoever (whether direct, indirect, specific, incidental or consequential) which may be suffered by the Merchant or any third-party, as a result of, or which may be attributable, directly or indirectly, to any unauthorised access and/or use of the Thola Zonke Rewards System;
 - 20.3.3. all liability, howsoever arising and of whatsoever nature, for the acts and/or omissions of other Merchants (including unauthorized Merchants, or hackers) of the Thola Zonke Rewards System;
 - 20.3.4. any information, including but not limited to Personal Information, or material contained on, or received through, the Thola Zonke Rewards System;
 - 20.3.5. the Merchant's use of the Services, third-party services and/or products on the Thola Zonke Rewards System; and/or
 - 20.3.6. the Merchant's reliance on any information or links offered through the Thola Zonke Rewards System and Services, whether arising negligently or not.
- 20.4. Without limiting the generality of the foregoing, the Providers shall not be liable for any:
- 20.4.1. loss of business;
 - 20.4.2. loss or corruption of data;
 - 20.4.3. loss of profits;
 - 20.4.4. any cost of procurement of substitute goods, technology, services or rights;
 - 20.4.5. failure and/or unavailability of the Thola Zonke Rewards System or Services for any reason whatsoever;

- 20.4.6. failure and/or delay by any Third-Party service provider to render any service; and/or
- 20.4.7. failure and/or delay by the Provider or Third-Party service provider to effect delivery of any products ordered on any applicable Online store.
- 20.5. Information transmitted via the internet, device and/or Point-of-Sale System used by the Merchant may be susceptible to monitoring and interception. The Merchant shall bear all risks of transmitting information in this manner. The Providers shall not be held liable for any loss, damage, expense, harm or cost of any nature whatsoever (whether direct, indirect, specific, incidental or consequential) which may be incurred by the Merchant as a result of the transmission of any information to the Providers by the Merchant or to the Merchant by the Providers.
- 20.6. The Merchant specifically acknowledges and agrees that the Providers are not liable for any conduct of any Authorised Merchant Users in any way whatsoever in respect of the access, use or sharing of resources or otherwise provided on the Thola Zonke Rewards System.
- 20.7. The Providers do not warrant that the Merchant's use of the Thola Zonke Rewards System or any Service provided will be uninterrupted, always available, error-free, will meet the Merchant's requirements and/or that any defects relating to the Services and/or the Thola Zonke Rewards System will be rectified.
- 20.8. To the fullest extent possible by law, the Providers further expressly disclaim all, express or implied warranties, including, without limitation:
- 20.8.1. non-infringement;
- 20.8.2. compatibility;
- 20.8.3. security;
- 20.8.4. accuracy, in respect of the Thola Zonke Rewards System; and
- 20.8.5. merchantability and/or fitness for a particular purpose of the Thola Zonke Rewards System.
- 20.9. In all cases (and excluding any liability which may not by law be excluded or limited), the Provider's total liability, whether in contract, negligence or otherwise, under or in connection with this Agreement will not exceed in aggregate 100% (one hundred percent) of the total Fees received by the Providers with respect to the Service in question giving rise to the liability during the 12 (twelve) month period prior to the cause of action.
- 20.10. The Merchant agrees that it is not within the Provider's control how and for what purpose the Services are used on their own or in combination with any other services and deliverables provided by the Merchant.
- 20.11. The Merchant hereby confirm that it is able to rely on its own insurance arrangements and other resources to bear or recover any loss for which the Providers are not liable.

21. FORCE MAJEURE

- 21.1. Either Party shall be relieved of liability for the non-performance or defective performance of any of its obligations under this Agreement caused by any act of force majeure, including but not limited to pandemic, endemic, storms, floods, fires, earthquakes, other natural disasters, power failures, unavailability of equipment, strikes, lockouts, boycotts, and actions of the civil and military authorities, changes in laws, rules, regulations or orders which relate to the control or export or re-export of commodities or technical data.
- 21.2. A Party subject to force majeure shall as soon as possible notify the other Party in writing of the circumstances amounting to force majeure and shall provide an estimate (which shall be updated in writing from time to time)

of when those circumstances are expected to cease to apply.

- 21.3. In conditions of force majeure, each Party shall take all reasonable steps by whatever lawful means are available to resume all performance of the obligations of the Party subject to force majeure, under this agreement, as soon as reasonably possible and shall discuss with the other Party ways and means to overcome such conditions.
- 21.4. If conditions of force majeure persist continuously in respect of a Party for a period in excess of 60 (sixty) days and have a material adverse effect on the other Party, and the Parties are within such period unable to reach written agreement on amendments to the relevant provisions of this Agreement to consider such conditions, the other Party may terminate this Agreement with immediate effect on written notice.
- 21.5. In the event of cancellation of this Agreement as contemplated in this clause each Party shall bear their own costs, losses and/or damages.

22. ASSIGNMENT OR CESSION

- 22.1. The Merchant shall not assign or in any manner make over, or purport to assign or make over, this Agreement or the Merchants rights and obligations hereunder or any part hereof without the prior written consent of the Providers, which consent may not unreasonably be withheld.
- 22.2. In the event that of the Providers assigns any of its rights and obligations in terms of this Agreement, then the Providers undertakes to notify the Merchant accordingly in writing of such assignment.

23. ADDRESS FOR LEGAL NOTICES

- 23.1. The Parties choose as their address for legal documents for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), 1158 Louwlandia Drive, Louwlandia, Centurion, 1683, email morne@obcgroup.co.za for the Providers as well as OBC Group and the physical and email address as indicated in the Application Form for the Merchant.
- 23.2. Any notice or communication required or permitted to be given under this Agreement shall be valid and effective only if provided in writing.
- 23.3. Any Party may by notice to any other Party change the physical address or email address for the delivery of legal documents, provided that the change shall become effective on the 7th (seventh) business day after the receipt of the notice by the addressee and provided that the addressee may require that the Party changing the contact details prove that it is entitled to do so.
- 23.4. Any notice to a Party written or otherwise:
 - 23.4.1. sent by prepaid registered post or courier in a correctly addressed envelope to it at an address chosen as its address for delivery of legal notices to which mail may be delivered or courier delivery may be received shall be deemed to have been received on the 10th (tenth) business day after posting (unless the contrary is proved);
 - 23.4.2. delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its address for delivery of legal notices shall be deemed to have been received on the day of delivery; or
 - 23.4.3. sent by email to its chosen email address stipulated in this Agreement and/or the Application Form, shall be deemed to have been received on the date of despatch (unless the contrary is proved).
- 23.5. Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a Party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen address for delivery of legal notices.

23.6. The Parties acknowledge and agree that all agreements, notices or other communication required to be given in terms of law or this Agreement may be given via electronic means, including but not limited to email, and that such communications shall be deemed to be given "in writing".

24. WHOLE AGREEMENT AND AMENDMENT POLICY

24.1. This Agreement constitutes the whole Agreement between the Parties relating to the subject matter hereof.

24.2. No amendment or consensual cancellation of this Agreement or any provision or term hereof or of any other document issued or executed pursuant to or in terms of this Agreement and no settlement of any disputes arising under this Agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this Agreement or any other document issued pursuant to or in terms of this Agreement shall be binding unless recorded in a written document signed by the Parties (or in the case of an extension of time, waiver or relaxation or suspension, signed by the Party granting such extension, waiver or relaxation). Any such extension, waiver, relaxation, or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.

24.3. Notwithstanding the above clause, this Agreement (including the annexures hereto) may be amended by the Providers by providing 30 (thirty) days written notice thereof (which notice may be provided electronically) with the provisions of the new Agreement. In the event that the Providers provide written notice as aforesaid the act of requesting the Services by the Merchant after the implementation date of the new Agreement will constitute acceptance of the new Agreement by the Merchant.

25. NO WAIVER

No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement or any agreement, annexure or other document issued or executed pursuant to or in terms of this Agreement, shall operate as an estoppel against any Party in respect of its rights under this Agreement, nor shall it operate so as to preclude such Party thereafter from exercising its rights strictly in accordance with this Agreement.

26. LEGAL COSTS

In the event that this Agreement is breached by either Party, the Party who did not breach the Agreement shall be entitled to attorney own Client costs when enforcing any rights contained within this Agreement or when claiming any damages arising from the said breach.

27. CONSENT TO CREDIT REFERENCES AND DISCLOSURE OF INFORMATION

27.1. The Merchant hereby authorises and consents to the Providers:

27.1.1. making enquiries about its credit record with any credit reference agency and any other Party to confirm the details contained in this Agreement;

27.1.2. providing regular updates regarding the conduct of the Merchant to the credit reference agencies. The Providers will give the Merchant at least 20 (twenty) Business Days' notice of its intention to submit adverse information (relating to the non-compliance with the Merchant Agreement) to a credit bureau;

27.1.3. allow the credit reference agencies to in turn make these records and details available to other credit grantors;

27.1.4. processing any Personal Information for the purposes of rendering the Services. The Merchant further confirms that the information provided by it to the Providers are up to date, correct and complete; and

27.1.5. processing any information and documentation relating to the Merchant's business or that of its employees, directors and members in relation to the Services provided.

28. APPLICABILITY OF THE CONSUMER PROTECTION ACT

28.1. This Agreement is intended to be a business-to-business contract and as such neither the Providers nor the Merchant are considered to be "consumers" as defined in the CPA. For purposes of this Agreement the Rewards Members would be considered to be "consumers".

28.2. It is the intention of the Parties that this Agreement be excluded from the ambit of the CPA due the Merchant being considered a juristic person, whose annual turnover or asset value exceeds the threshold as prescribed by the Minister in terms of Sec 5(2)(b) of the CPA. Upon request by the Providers the Merchant undertakes to provide a certificate certifying both its asset value and annual turnover at a specific date as indicated by the Providers within seven days of the request being made, failing which the Merchant will be deemed to be above the threshold amount as indicated in Sec 5(2)(b) of the CPA until proven otherwise.

28.3. Notwithstanding the above, in the event that the CPA is deemed by a court of law to apply to this Agreement, those clauses which fundamentally conflict with the provisions of the CPA, and any other clause are found to be contrary to applicable legislation, will be capable of being severed from this Agreement, provided that the fundamental basis underlying this Agreement is not lost.

29. DISPUTE RESOLUTION

29.1. Should any dispute, disagreement of claim arises between the Parties, the Parties shall endeavour to resolve such dispute by negotiation. This entails that one Party invites the other in writing to a meeting and to attempt to resolve the dispute within 7 (seven) days from date of the written invitation.

29.2. If the dispute has not been resolved by such negotiation within 7 (seven) days of the written invitation, the dispute shall be submitted to mediation, which shall be administered by AFSA in terms of the AFSA Mediation Rules. Any Party to this agreement may refer the dispute to mediation.

29.3. If the Parties are unable to resolve the dispute through mediation, the dispute, if arbitral by law, shall be finally resolved in accordance with the AFSA Commercial Rules.

29.4. This clause shall not preclude any Party from access to an appropriate court of law for interim relief or otherwise in respect of urgent matters by way of an interdict, or mandamus pending finalisation of the dispute resolution process contemplated above, for which purpose the Parties irrevocably submit to the jurisdiction of a division of the High Court of the Republic of South Africa.

30. PRIVACY POLICY

30.1. The Providers are committed to protect the privacy of the Merchant and comply with strict measures and protocols to ensure that all Personal Information is collected, processed and used properly, lawfully and transparently.

30.2. Processing, Process or Processed for purposes of this Privacy Policy means any operation or activity, whether automatic or not, concerning Personal Information, including:

30.2.1. collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;

30.2.2. dissemination by means of transmission, distribution or making available in any other form; and

- 30.2.3. merging, linking, restricting, degradation, erasure or destruction of information.
- 30.3. The Merchant's acceptance of the terms of this Agreement signifies the Merchant's express consent to the Providers to collect, Process and otherwise use the Merchant's and/or the Merchant's Personal Information as specified in this Privacy Policy.
- 30.4. The Merchant acknowledges that the Providers, who in certain instances may reside outside the geographical borders of South Africa, may collect and process Personal Information about the Merchant and/or its Vendors, Authorised System Users, employees, consultants, agents or representatives for the purposes of understanding the Merchant's requirements as well as to enable the Providers to deliver their products and services effectively.
- 30.5. The Merchant hereby consents and commits to procure the consent of its Vendors, Authorised System Users, employees, consultants, agents or representatives to the processing of such Personal Information in order for the Providers to provide their products and services, to comply with any legal obligations, to comply with the provisions of this Agreement and to protect any other relevant legitimate business interests.
- 30.6. Information is collected directly from the Merchant in the instances where the Merchant personally furnish the Providers with such details. Where applicable and reasonably possible, the Providers will inform the Merchant as to which information is required and which information is optional.
- 30.7. Personal Information as referred to in this Privacy Policy and according to POPIA, means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person.
- 30.8. Personal Information further includes where applicable any information that enable the Providers to accurately identify the Merchant as an individual or for the purposes of confirming the identity of the Merchant and may also include information related to:
- 30.8.1. race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth;
- 30.8.2. education or the medical, financial, criminal or employment history;
- 30.8.3. any identifying number including but not limited to identity number and/or passport number, symbol, e-mail address, physical or residential address, landline telephone number, Mobile Number, location information, online identifier or other assignment;
- 30.8.4. biometric information of the Merchant;
- 30.8.5. the personal opinions, views or preferences of the Merchant;
- 30.8.6. correspondence sent by the Merchant that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
- 30.8.7. views or opinions of another individual about the Merchant; and
- 30.8.8. name of the Merchant if it appears with other Personal Information relating to the Merchant or if the disclosure of the name itself would reveal information about the Merchant.
- 30.9. Personal Information excludes general, statistical, aggregated or anonymised information.
- 30.10. Website usage information may be collected using text files that is stored on the Merchant's devices by the web

browser ("Cookies") which allows the Providers to collect standard internet visitor usage information.

- 30.11. The Providers may use Personal Information only for the purposes for which it was collected, in accordance with the requirements of FICA or as agreed with the Merchant. Neither Party may retain a record of Personal Information longer than is necessary for achieving the purpose for which the information was Processed, unless such retention is:
 - 30.11.1. required by law;
 - 30.11.2. reasonably required for a lawful purpose related to a Party's functions or activities;
 - 30.11.3. required by an agreement between the Parties; or
 - 30.11.4. for reasons of historical, statistical or research purposes with the other Party's prior written consent, provided that appropriate safeguards have been established to protect the Personal Information.
- 30.12. Upon expiry or termination of the business relationship for any reason whatsoever, the Parties shall immediately cease handling Personal Information and return the Personal Information in a manner and format reasonably requested by the other Party, or if specifically instructed to do so, immediately destroy or permanently delete all forms of Personal Information in its possession, power and/or control and provide the other Party with a return or permanent destruction certificate.
- 30.13. If a Party disposes of any paper, electronic or other record containing Personal Information, such Party shall do so by taking all reasonable steps (based on the sensitivity of the information) to destroy the Information by:
 - 30.13.1. shredding;
 - 30.13.2. permanently erasing and deleting; or
 - 30.13.3. otherwise modifying the Personal Information in such records to make it unreadable, or permanently indecipherable.
- 30.14. The Providers may disclose Personal Information to Third-Party service providers who are involved in the delivery of products or services to the Merchant. The Merchant acknowledges and herewith grant express consent that Personal Information may be transferred in accordance with Chapter 9 of POPIA cross border as the Providers makes use of certain third-Party cloud-based data services. It is agreed that neither Party shall receive or transfer Personal Information or any data to Europe without entering into a separate data transfer agreement.
- 30.15. The Merchant shall take all reasonable steps to ensure that the Personal Information is complete, accurate, not misleading and updated.
- 30.16. The Providers must take all appropriate steps to ensure that Personal Information is Processed in accordance the 8 (eight) statutory conditions for the lawful Processing of Personal Information, as listed in section 4(1) of POPIA and detailed in Part A of Chapter 3 of POPIA.
- 30.17. The Providers and the Merchant are compelled, on request, to comply with all instructions that are deemed necessary to enable either Party to comply with its obligations under POPIA.
- 30.18. Where either Party Processes Personal Information of the other Party within the ambit of this Agreement, such Party shall:
 - 30.18.1. perform a data protection risk assessment to identify any potential data protection risks;

- 30.18.2. take all reasonable steps to ensure that all Personal Information that is collected is complete, accurate, not misleading and updated;
- 30.18.3. ensure that any Processing of Personal Information shall be for a specific, lawful purpose for a limited time and strictly in accordance with expressly granted or written instructions;
- 30.18.4. ensure that Personal Information is not processed further for a secondary purpose without the expressly granted or written consent of the other Party, unless such further Processing is strictly conducted to comply with an obligation imposed by law;
- 30.18.5. treat all Personal Information confidentially and not disclose or otherwise make available to any third-Party (including third-Party service providers) other than authorised personnel or third Parties who require access to such Personal Information strictly on a “need-to-know” basis for that Party to carry out any obligation under this Agreement;
- 30.18.6. ensure that any personnel and/or other persons having access to and/or Process the Personal Information are bound by appropriate and legally binding confidentiality and non-use obligations on the same terms and conditions as set forth in this Agreement;
- 30.18.7. place appropriate technical measures in place to ensure that the integrity of the Personal Information is secure and protected against any unauthorised or unlawful access, use, acquisition, disclosure, interference, modification, accidental loss, destruction, disclosure or damage (which measures may include, encryption, resilience testing of systems and regularly assessment of the effectiveness of implemented technical measures);
- 30.18.8. immediately comply with any lawful instruction from any Party to correct and/or delete Personal Information; and
- 30.18.9. when called upon by the other Party, provide reasonable evidence of compliance with POPIA for auditing purposes or submit an independent auditor’s report verifying compliance with POPIA.
- 30.19. The Providers endeavour to have agreements in place to ensure that third-Party service providers comply with the privacy requirements as contemplated by POPIA.
- 30.20. The Providers may further disclose Personal Information in the instance where the Providers have a duty or a right to disclose in terms of law or industry codes as well as where the Providers believe it is necessary to protect their rights.
- 30.21. The Providers are legally obliged to provide adequate protection for any stored Personal Information and to further prohibit any unauthorised access and use of such Personal Information. The security protocols, controls and related processes of the Providers are reviewed on an on-going basis to ensure that Personal Information remains protected and secure.
- 30.22. The Merchant has the right to request a copy of relevant Personal Information stored by the Providers. Specified information may be requested by contacting the Providers at the email addresses as provided.
- 30.23. Where a Party is required to disclose any Personal Information by law, regulation, industry code or court order, such Party shall promptly notify the impacted Party in writing of (unless prohibited by law):
 - 30.23.1. any requests from an individual with respect to Personal Information and such Party shall not respond to any such requests unless expressly authorised to do so by the impacted Party; or
 - 30.23.2. any complaint relating to the processing of Personal Information including, but not limited to, allegations that the

processing infringes an individual's rights under POPIA.

- 30.24. The Party concerned shall take such steps to limit the extent of the disclosure to the extent that it lawfully and reasonably possible and shall afford the impacted Party an opportunity, if possible and permitted, to intervene in the proceedings.
- 30.25. Please note that any access to information request may be subject to a fee as prescribed by relevant legislation.
- 30.26. In the event of any Party having reasonable suspicion or believes that unauthorised or unlawful use, access, acquisition, disclosure, accidental loss, destruction or damage to Personal Information (hereinafter referred to as "Security Incident") has occurred, such Party shall:
- 30.26.1. promptly notify the other Party in writing immediately upon becoming aware of or having reasonable grounds to suspect the Security Incident;
- 30.26.2. promptly provide a full investigative report along with the corrective actions necessary to prevent a future recurrence of such violation or Security Incident;
- 30.26.3. at its cost, take all necessary and reasonable steps to mitigate the extent of the loss or compromise of Personal Information and, if applicable, to restore the integrity of the affected information systems as quickly as possible;
- 30.26.4. furnish the other Party with details of the person or entity affected by the compromise and the nature and extent of the compromise;
- 30.26.5. provide the other Party with a report on its progress in resolving the compromise at reasonable intervals until such time as the compromise is resolved; and
- 30.26.6. consult with the other Party and where required by law, notify the appropriate authorities.

31. GENERAL

- 31.1. Where figures are referred to in numerals and words, then the latter shall prevail in the event of any dispute.
- 31.2. Any reference to an enactment shall be deemed to mean that enactment as at the date of signature hereof or as amended or re-enacted from time to time.
- 31.3. When any number of days is prescribed in the Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- 31.4. Words importing:
- 31.4.1. any one gender includes the other genders;
- 31.4.2. the singular includes the plural and *vice versa*; and
- 31.4.3. natural persons include created entities (incorporated or unincorporated).
- 31.5. Any reference in this Agreement to legislation or subordinate legislation means such legislation or subordinate legislation as at the Effective Date of this Agreement and as amended and/or re-enacted from time to time.
- 31.6. The headnotes to clauses in this Agreement have been inserted for reference purposes only and shall not affect

the interpretation of any of the provisions to which they relate.

- 31.7. This Agreement shall be binding on the Providers and the Merchant and their successors in title. Any reference in this Agreement to a Party shall, if such Party is liquidated or sequestrated, be applicable also to and binding upon that Party's liquidator or trustee, as the case may be.
- 31.8. The annexures or schedules attached to this Agreement or received in print or by e-mail, form part hereof and words and expressions defined in this Agreement shall bear, unless stipulated otherwise therein, the same meanings in such annexures or schedules.
- 31.9. In the event of any conflict between the terms or interpretation of the terms of any annexure or agreement between the Parties, the conflict will be resolved in favour of the document with the highest priority as set out below:
- 31.9.1. this Agreement the highest priority; and
- 31.9.2. Annexures or further Terms and Conditions to this Agreement the lowest priority.
- 31.10. Where any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that such term has not been defined in the interpretation and definitions clause.
- 31.11. The expiration or termination of this Agreement shall not affect any of the provisions of this Agreement as expressly provided that they will remain in force and effect after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 31.12. The rule of construction that a contract shall be interpreted against the Party responsible for the drafting or preparation of the contract, shall not apply.
- 31.13. The words "include" and "including" mean "include without limitation" and "including without limitation". The use of the words "includes" and "including" followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it and the application of the *eiusdem generis* rule is excluded.
- 31.14. If any provision of this Agreement is unenforceable or invalid under law, the remaining substance of such provision and remaining provisions of this Agreement shall continue to be binding and in full force and effect provided the essential economic benefits of this Agreement are retained.
- 31.15. For the purposes of this Agreement any certificate by a Director of any one of the Providers certifying the amount owing by the Merchant shall be considered to be a liquid document and be deemed to prove the amount owed by the Merchant until proven otherwise.
- 31.16. In the event that the Merchant fails and/or refuses to pay any amount then due to the Providers, that overdue amount shall accrue interest from the date it became due at the Prime Rate plus two percent (2%) which interest shall be calculated daily and compounded monthly.
- 31.17. This Agreement shall be governed by and construed and interpreted in accordance with the laws of South Africa, which shall in all respects be the governing law of this Agreement.

SERVICE LEVEL AGREEMENT

1. PURPOSE

- 1.1. The purpose of this SLA is to establish a further detailed Agreement between the Parties to:
 - 1.1.1. identify clear and consistent expectations;
 - 1.1.2. outline agreed roles and responsibilities; and
 - 1.1.3. establish support levels for the Thola Zonke Rewards System.
- 1.2. The support services and performance criteria established in this SLA have been negotiated and agreed between all Parties to this Agreement.
- 1.3. In this SLA, unless the context otherwise requires, the phrases and words shall have the same meaning ascribed to them in the Thola Zonke Service Terms Agreement (hereinafter referred to as the “Main Agreement”) entered into between the Parties, of which this SLA forms an integral part. In the event of any inconsistency or ambiguity between the definitions provided in this SLA and those in the Main Agreement, the definitions in the Main Agreement shall prevail.

2. FUNCTIONALITY

- 2.1. The Providers warrants that the Thola Zonke Rewards System will perform without defects for the duration of this Agreement. The Providers further warrants that in the event of the Thola Zonke Rewards System not performing as warranted, the Providers will, consistent with industry standards, use all reasonable efforts to repair such defect.
- 2.2. The Merchant and the Providers agree that the reciprocal support obligation shall commence upon installation. The Providers will use reasonable efforts to correct errors, if any, which are discovered during the installation and for the duration of the Service which defects are either present at the time of installation of the Thola Zonke Rewards System or are caused by corrections or modifications performed by the Providers and which inhibit the Thola Zonke Rewards System's performance such that it does not perform substantially in accordance with the specifications as agreed.
- 2.3. The Parties acknowledge that sufficient network data connection is required for the Thola Zonke Rewards System to function optimally and that it will be the sole responsibility of the Merchant to provide and maintain such data connections on site.
- 2.4. The Merchant shall notify the Providers by telephone and in writing of any defect as soon as the Merchant discovers the defect. The notification shall contain a detailed description, in writing, of any malfunction of the Thola Zonke Rewards System, including the frequency of the malfunction and the conditions surrounding the malfunction.
- 2.5. The Providers will within a reasonable time correct or repair the malfunction and restore the Thola Zonke Rewards System functionality.
- 2.6. The Providers and the Merchant agree that the Thola Zonke Rewards System support obligation is limited to the duration of the agreed period and for any extended period which will be agreed by the Providers and the Merchant.

3. GENERAL ROLES, RESPONSIBILITIES, WARRANTIES AND UNDERTAKINGS

- 3.1. **General Merchant Responsibilities:**

- 3.1.1. be liable for the payment of Fees payable to the Providers;
- 3.1.2. save as expressly provided for in this Agreement, provide all additional resources to the Providers, which will be reasonably required in order to perform the Services as set out in this Agreement;
- 3.1.3. allow the Providers reasonable access to all data, equipment, software and documentation, in the possession of the Merchant, which will be reasonably required in order to perform the Services as set out in this Agreement;
- 3.1.4. provide designated members of staff for on-site promotion, management, administration and basic technical assistance if applicable;
- 3.1.5. provide timeous and reasonable access to the designated people for training and setup;

3.2. General Providers Responsibilities:

- 3.2.1. devote such reasonable amount of time as may be necessary to render the Service in terms of this Agreement;
- 3.2.2. apply Good Industry Practice in the fulfilment of their obligations in terms of this Agreement;
- 3.2.3. keep the Merchant regularly informed as to all matters as may concern the implementation and operation of this Agreement;
- 3.2.4. provide reliable and suitably experienced resources to assist the Merchant with general support;
- 3.2.5. remotely assist with the onboarding and registration process of the Merchant, Vendors and Rewards Members;
- 3.2.6. provide adequate training to the Merchant and/or Vendors;
- 3.2.7. support and correction of errors that may occur by the use of the Thola Zonke Rewards System;
- 3.2.8. support and correction of errors that may occur due to the inaccuracy of Authorised System Users and/or Rewards Members; and
- 3.2.9. provide the Merchant with accurate and detailed reports.

4. VOUCHER TRANSACTION AND TOP-UP SERVICE

- 4.1. The Voucher Transaction service enables the Merchant to receive value for approved services rendered or goods sold, from the Rewards Member who purchase those services or goods from the Merchant making use of the Thola Zonke Rewards System.
- 4.2. The Top-up service enable Rewards Members to Top-up their Rewards Wallets by either earning rewards or adding Vouchers through the Point-of-Sale System.
- 4.3. **Providers Responsibilities:**
 - 4.3.1. provide access to an integrated Thola Zonke Rewards System that include the processing of Voucher Transactions, Top-up and reporting services;
 - 4.3.2. provide Rewards Cards;
 - 4.3.3. providing, assigning and registering Point-of-Sale System software for use by the Merchant for the duration of the Agreement;
 - 4.3.4. providing customer service support for Point-of-Sale Systems, Top-up and Voucher Transactions;

- 4.3.5. provide full transparency of all transactions processed through the Point-of-Sale System for all transactions;
- 4.3.6. provide access to reports for the duration of the Agreement.

4.4. **The Merchant's relationship with Rewards Members**

- 4.4.1. The Providers are not a party to the sales transaction between the Merchant who provide services or goods and/or the Rewards Members who receive services or goods.
- 4.4.2. The Providers do not have any control over the conduct of the Merchant or Rewards Members.
- 4.4.3. The Providers do not have any control over the product or service quality as provided by the Merchant.
- 4.4.4. The Merchant therefore understands and agrees that:
 - 4.4.4.1. the Providers do not provide any guarantees or representations regarding the manner in which the Merchant and/or Rewards Members conduct themselves and the Providers are not liable in any way for the conduct of the Merchant and/or Rewards Members;
 - 4.4.4.2. the Providers give no representation or warranties regarding the identity or age of any the Rewards Members;
 - 4.4.4.3. the Providers are not party to, obliged to intervene or will in any way attempt to resolve any irregularities or disputes which may arise between the Rewards Member and/or the Merchant;
 - 4.4.4.4. the Providers help line facilitate technical queries only and therefore will relay any dispute that may arise directly to the Merchant.

5. **MERCHANT LEDGER SERVICE**

- 5.1. The Merchant Ledger service include a virtual digital ledger provided to the Merchant to record the pre-purchase of Voucher value, Top-up transactions, Voucher Transactions, Online Sales, commission payments, refunds and the payment of associated Fees.
- 5.2. **Providers Responsibilities:**
 - 5.2.1. Voucher value will reflect within 24 (twenty-four) hours in the Merchant Ledger after such transaction appearing in the Rewards System Transaction Account.
 - 5.2.2. The Merchant shall maintain a minimum pre-purchased Voucher balance of R10 000.00 (ten thousand rand) or as amended by the Providers from time to time.
 - 5.2.3. Reimbursement requests will be processed within 48 hours (forty-eight hours) from the date of receipt of the instruction by the Providers, provided that all conditions and prerequisites are satisfied.

6. **EXCLUSIVITY**

- 6.1. The Merchant agrees that the Provider's appointment to offer the Services exclusively to the Merchant means that the Provider alone shall provide the Services, to the exclusion of any other party, unless otherwise agreed to in writing by the Providers and the Merchant.
- 6.2. The Merchant acknowledges and agrees that by providing the necessary organizational structure, access to equipment and software, and making available facilities related to personnel, Intellectual Property, expertise, and ancillary matters for the provision of the Services, the Provider incurs expenses and commits resources. Therefore, the exclusivity arrangement outlined above is deemed justified and reasonable.

7. SERVICE MANAGEMENT

7.1. Administrative Product Support

7.1.1. **Support Service.** The Providers provide a remote WhatsApp help desk service to designated Merchant staff for Administrative Product Support. The Merchant must lodge all requests for support with the Providers help desk. The Providers support team will receive the details of the request and respond to the Merchant as soon possible.

7.1.2. **Availability.** The Providers normal administrative support services will be available during office hours for the duration of the Agreement. If the Merchant require urgent administrative support because of a major system outage outside of the normal support service hours of the Providers, the Merchant must use the WhatsApp support contact details listed in the System User support channels below.

7.1.3. **Service Level.** The Providers administrative support service endeavour to provide a response time of 1 (one) hour. A representative of the Providers support team will respond to the Merchant within one hour of receipt of the support request. Responses to emergency requests are provided on a best effort basis.

7.1.4. **Support channels.** The Merchant may only submit support requests using the support contacts and channels below:

Email: help@tholazonke.co.za

WhatsApp: 060 941 8091

7.1.5. **Designated Merchant support team.** The designated Merchant team member as entered in the application may submit support requests and no other members of staff may intervene, unless agreed between the Parties in writing.

7.1.6. **Research and preparation.** The Merchant will, before logging a service request with the Providers, thoroughly research any problem encountered and will make sure that all the details relating to the problem are available to disclose to the Providers help desk.

7.1.7. **Service request.** The designated Merchant support team will place an administrative service request to the Providers help desk, stating the necessary information. The administrative service request will be made in writing, either via email or WhatsApp message.

7.1.8. **Evaluation.** Upon receipt of the administrative service request, the Providers help desk will evaluate the service request and communicate its appraisal to the Merchant.

7.1.9. **Resolution.** Once a specific administrative service request has been resolved, the Providers help desk will inform a member of the designated Merchant support team. The designated Merchant support team will within a reasonable period thereafter (having regard to when the problem would reasonably be detected by the Merchant again) inform the Providers through the Providers help desk whether the correction was satisfactory to the Merchant or not. If no notice is received, then the problem will be deemed to have been corrected to the satisfaction of the Merchant.

7.1.10. **Support Levels.** For the purposes of this section:

7.1.10.1. **“Response time”** means the time elapsed from receiving the service request, to confirm the problem, identify a specific or likely cause and communicate that to the Merchant.

7.1.10.2. **“Resolution time”** means the time taken to fix the problem or provide the service requested, which excludes time that elapses while the Providers wait for a response from the Merchant. The Providers do not guarantee any time to fix the problem as this will depend on the cause of the problem itself which may be simple or complex.

- 7.1.11. **Escalation.** The Providers continuously follow a problem escalation protocol to ensure that the Merchant receive senior management attention on unresolved issues. The Providers will notify the Merchant's operational and management support team on a priority basis depending on the severity of the problem.
- 7.1.12. **Monitoring.** The Providers will monitor the performance of the administrative support service.
- 7.2. **Rewards Member Support**
- 7.2.1. **Rewards Member Support Service.** The Thola Zonke Rewards System provides a remote WhatsApp help communication service for Rewards Members. The WhatsApp communication service number is either printed on the Rewards Card or accessible by the Rewards Member through the "Contact Us" menu function in the Rewards Member App. All support requests must be lodged through the WhatsApp service by Rewards Members. The designated Rewards Member support team will receive the request details and either respond directly to the Rewards Member or escalate the request to the Providers' help desk for assistance.
- 7.2.2. **Availability.** The designated Rewards Member support team endeavour to be available during shopping hours.
- 7.2.3. **Service Level.** The designated Rewards Member support team service should employ a response time target of thirty minutes.
- 7.2.4. **Support channels.** Rewards Members may only submit support requests using the WhatsApp support channels as provided or approach a designated Rewards Member support team member directly.
- 7.2.5. **The Providers obligations.** The Providers will be responsible for assistance to the designated Rewards Member support team in the event of a request being escalated.
- 7.2.6. **Designated Merchant support team obligations.** Designated Rewards Member support team members will provide the assistance and input as the rewards Member may reasonably require.

THOLA ZONKE REWARDS SYSTEM FEE SCHEDULE 07-2024 to 12-2024

1. Monthly service Fees are set at R 1750.00 (one thousand seven hundred and fifty rand) (exclusive of VAT) and payable on or before the 28th day of each month.
2. Transaction Fees for the Thola Zonke Rewards System are set at 0.5 % (zero comma five percent) (exclusive of VAT) of the total value of each Voucher Transaction and will be payable by the Merchant per Voucher Transaction.
3. Voucher Transactions and the related transaction Fee deduction will instantly reflect in the Merchant Ledger.
4. Rewards Cards are supplied to the Merchant at a rate of R 4.50 (four rand and fifty cent) (exclusive of VAT) per card. Cards may be ordered in batches of 200 (two hundred).
5. Pre-purchase and replenishment of Voucher value will be subject to a charge of R2.50 (two rand and fifty cents) (exclusive of VAT).
6. Reimbursements from the Merchant Ledger to the Merchant's Nominated Bank account will be subject to a charge of R4.35 (four rand and thirty-five cents) (exclusive of VAT) for normal payments.