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## RECEIVER AGREEMENT: TERMS AND CONDITIONS

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### WE RESERVE THE RIGHT TO AMEND THESE TERMS AND CONDITIONS AT ANY TIME.

All amendments to these Terms and Conditions will be posted online. Amendments will be posted with their relevant date.

## GENERAL TERMS

### 1. INTERPRETATION AND PRELIMINARY

#### 1.1 In this Agreement:

- 1.1.1 “**Administration Fee**” means the administration fee(s) included in the Information Schedule;
- 1.1.2 “**the/this Agreement**” means this written document (being the general terms), together with the cover page, Information Schedule, the Terms and Conditions and all written annexures or amendments attached to it from time-to-time;
- 1.1.3 “**Business Day(s)**” means any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa;
- 1.1.4 “**Collector(s)**” means the entities that collect payments using the EasyPay System;
- 1.1.5 “**Confidential Information**” means any information obtained by either of us from the other and any dispute between us resulting from this Agreement;
- 1.1.6 “**EasyPay System**” means the software application/electronic payment system owned by us and used for the collection, switching and settlement of payments from the Collectors to you;
- 1.1.7 “**Fees**” means the fees included in the Information Schedule;
- 1.1.8 “**Information Schedule**” means the information schedule attached to, and incorporated into, these general terms of the Agreement
- 1.1.9 “**Nominated Bank Account**” means the bank account nominated by you for purposes of this Agreement, as indicated in the Information Schedule;
- 1.1.10 “**the Parties**” means you and us; and the term “**Party**” means either one of us, depending on the context;
- 1.1.11 “**Payment(s)**” means payments for the Services made by your customers to you via our Collectors;
- 1.1.12 “**Personnel**” means any employee, independent contractor, agent, consultant, sub-contractor or other representative of either Party;
- 1.1.13 “**Receiver Number**” means a number or series of numbers allocated to you for use in accordance with the Technical Specifications;
- 1.1.14 “**Services**” means the services and products offered by you to the general public;
- 1.1.15 “**Signature Date**” means the date on which this Agreement is signed by the last Party to do so in time;
- 1.1.16 “**Start Date**” means the date on which this Agreement will commence, as contemplated in the Information Schedule;
- 1.1.17 “**Technical Specifications**” means the technical specifications provided to you by us from time to time;
- 1.1.18 “**Term**” means the duration of this Agreement, as contemplated in the Information Schedule;
- 1.1.19 “**Terms and Conditions**” means these terms and conditions, which can be found at



<https://www.easypay.co.za/> and which may be amended from time to time at the sole discretion of EasyPay; and

1.1.20 “**VAT**” means Value Added Tax imposed in terms of the Value Added Tax Act, No. 89 of 1991 (as amended).

- 1.2 No provisions of this Agreement will be interpreted to our disadvantage simply because we drafted this Agreement.
- 1.3 The termination of this Agreement will not affect the provisions of clauses 8, 9, 10.3, 11, 12 and 14 of this Agreement, and any additional clauses which need to stay in effect after termination.
- 1.4 This Agreement includes the Technical Specifications. If there are differences between this document and the Technical Specifications, this document will take preference.

## 2. DURATION AND TERMINATION

- 2.1 This Agreement starts on the Start Date and will continue for the Term, subject to this clause 2 and clause 10 below.
- 2.2 Either of us may terminate this Agreement on 90 (ninety) days’ prior written notice to the other Party (“**the Termination Period**”). However, the terms of this Agreement will continue to apply for any Payments collected during the Termination Period and for 30 (thirty) days after the Termination Period, to make sure that you have been settled in full for all collected Payments (and we have been settled for all amounts owing to us in respect of the collected Payments).
- 2.3 Subject to clause 10 below, you may not terminate this Agreement for 36 (thirty-six) months, commencing on the Start Date.

## 3. WARRANTIES

For the duration of this Agreement, you warrant and undertake:

- 3.1 to use the EasyPay System to collect Payments;
- 3.2 to comply with the Technical Specifications at your own cost;
- 3.3 to deal with your customers’ queries (and advise your customers to direct all queries to you);
- 3.4 to immediately reimburse the Collector or us (as the case may be) if you are notified:
  - 3.4.1 that transfers were made in error, and you received money that you were not entitled to receive; and/or
  - 3.4.2 of any credit or debit card reversals, or chargebacks,by allowing us to debit your Nominated Bank Account with the appropriate amount;
- 3.5 to immediately inform us (using our incident system) of any incidents which may affect us or any Collector;
- 3.6 that you are, and will remain, in full compliance with all applicable laws and rules, including but not limited to any applicable banks’ rules and the card scheme rules;
- 3.7 that you will not directly or indirectly enter into any prohibited transactions;
- 3.8 that no payments of money or anything of value will be offered, promised or paid, directly or indirectly, to any official, or public or political officer to obtain an improper business advantage (an “**Improper Payment**”);
- 3.9 that you will certify annually that you have no knowledge of any Improper Payments; and
- 3.10 that you will disclose to us any connections between you (and/or any of your partners, shareholders, directors, members, trustees, or principals) and a government official, or public or political officer.



#### 4. RECEIVER NUMBER AND ACCOUNT STRUCTURE

- 4.1 You will be given a Receiver Number, which must be printed on all your accounts, in the manner agreed between us in writing from time to time.
- 4.2 You will give each of your customers a unique account number that must be communicated by your customer(s) to the Collector(s) when making Payment.

#### 5. OUR OBLIGATIONS

We agree and undertake to:

- 5.1 limit any disruptions to the EasyPay System, where reasonably possible;
- 5.2 use our best endeavours to keep the EasyPay System up to date and in accordance with industry standards;
- 5.3 ensure that a technical consultant and/or support agent is available during our business hours (on Business Days) to assist you with the use of the EasyPay System, if required;
- 5.4 ensure that any faults and/or malfunctions on the EasyPay System are remedied as soon as reasonably possible; and
- 5.5 use our best endeavours to ensure that the Collectors enter the correct account numbers and Receiver Numbers into the EasyPay System, when accepting Payments (and correct any errors as soon as possible). **However, we will not be liable for the conduct or omissions of the Collectors.**

#### 6. PAYMENT AND FEES

- 6.1 Before 10h00 each day, we will provide you with a report detailing all Payments received from the Collectors during the preceding day ("**the Report**").
- 6.2 The Payments reflected in the Report will be transferred to you on or before 12h00 on the first Business Day following the date on which the Payments were collected.
- 6.3 **However, we will withhold the transfer of the Payments (or otherwise act) in accordance with any instructions that we receive from any authoritative body, the banks, or authorised service providers (this may be where the Payment or the transaction generally is not compliant with applicable laws). In this regard, you agree to indemnify and hold us harmless in respect of any loss or damages that you, we, or any third party may suffer or incur as a result thereof.**
- 6.4 You will be required to pay to us the Fees and an Administration Fee (if applicable), as contemplated in the Information Schedule.
- 6.5 You agree and undertake to provide us with the required access to your Nominated Bank Account, so that we can:
  - 6.5.1 credit your Nominated Bank Account in terms of clause 6.2 above; and
  - 6.5.2 debit your Nominated Bank Account with any amounts owing to us in terms of clause 6.4 above.
- 6.6 We will provide you with a VAT invoice on or before the 7<sup>th</sup> (seventh) day of each calendar month for the Fees and the Administration Fees (if any).
- 6.7 **The Fees and the Administration Fee will be reviewed annually on the anniversary of the Signature Date and will increase by the Consumer Price Index (CPI) rate of inflation.**
- 6.8 We may recover from you any bank costs incurred by us or the Collectors in the implementation of this Agreement at their face value. The amounts listed in the Information Schedule are indicative and are determined by the banks in their sole discretion from time to time (and may be amended on short notice to you).

## 7. TRADEMARKS, NAME AND LOGO

- 7.1 You may use our name, trademark, and logo on the monthly statements of account and/or invoices rendered to your customers and to inform consumers about our services and collection points. However, you may not use any Collector's name, trademark, or logo without the Collector's prior written consent.
- 7.2 We may use your name, trademark and/or logo in marketing material issued by us.
- 7.3 Save as mentioned above, neither Party may use the other Party's name, trademark and/or logo, without their prior written consent.

## 8. CONFIDENTIALITY

- 8.1 For the duration of this Agreement and for 2 (two) years after its termination, each Party shall:
  - 8.1.1 keep confidential all Confidential Information;
  - 8.1.2 not disclose the Confidential Information to any person, except for its Personnel who have a need to know the Confidential Information (the "**Permitted Personnel**"), without the other Party's written consent (which consent will not be unreasonably withheld or delayed); and
  - 8.1.3 use all Confidential Information only for purposes of this Agreement.
- 8.2 This clause will not apply to information which the other Party has consented to being disclosed, or which the receiving Party:
  - 8.2.1 independently developed;
  - 8.2.2 already knows without an obligation of confidence, or lawfully receives from a third party; or
  - 8.2.3 is legally required to disclose, provided that the disclosing Party must give the Party owning the Confidential Information an opportunity to intervene before the information is disclosed and must limit the information disclosed as far as possible.
- 8.3 Each Party will ensure that all of its Permitted Personnel are aware of and comply with this clause.
- 8.4 Upon the expiration or termination of this Agreement, each Party must promptly return any material containing, pertaining to or relating to the Confidential Information.

## 9. DATA PROTECTION

- 9.1 In this clause, any capitalised terms will have the meaning given to them in the Protection of Personal Information Act No. 4 of 2013, as amended from time to time.
- 9.2 The Parties must comply with all applicable data protection and privacy laws.
- 9.3 Each Party hereby warrants to and in favour of the other Party that it will only:
  - 9.3.1 use the Personal Information received by it from the other Party for the purposes contemplated in this Agreement; and
  - 9.3.2 share or transfer Personal Information received by it from the other Party with that other Party's written consent.
- 9.4 Each Party will be responsible for the accuracy, completeness, suitability, and integrity of the Personal Information which is in its possession and/or under its control and will take all reasonable precautions and implement all reasonable security measures to prevent any unauthorized access, use, alteration, or loss of the Personal Information (being a "**Security Breach**").
- 9.5 Each Party must promptly report any known or suspected Security Breaches to the other Party. The report must describe the scope and nature of the incident and identify the Data Subjects who are (or may be) affected by the Security Breach. If either Party carries out an investigation into a suspected or actual Security Breach, the other Party must co-operate and provide of all such information necessary relating to such suspected or actual Security Breach.

## 10. BREACH

10.1 Should either Party (**"the Defaulting Party"**):

- 10.1.1 be wound-up, whether provisionally or finally and whether compulsorily or voluntarily or be placed under judicial management or business rescue; or
- 10.1.2 enter into any arrangement or compromise with any of its creditors; or
- 10.1.3 cease or threaten to cease carrying on business or suspend payment of all or substantially all of its debts or be unable to pay its debts as and when they fall due; or
- 10.1.4 commit any fraudulent act; or
- 10.1.5 breach this Agreement and fail to remedy such breach within 7 (seven) Business Days after the date of delivery of a written notice by the other Party indicating the breach and demanding that it be remedied,

then the other Party may claim immediate payment and/or performance by the Defaulting Party, or the other Party may cancel this Agreement and claim damages.

10.2 Should you:

- 10.2.1 engage or merge with, or consolidate into, any entity which competes with us; or
- 10.2.2 engage in any activity that may risk, prejudice, or infringe our reputation or business,

then we may claim immediate payment and/or performance by you of all your obligations, even if performance is not yet due. Alternatively, we may cancel this Agreement with immediate effect and claim damages.

10.3 The termination of this Agreement will not affect our right to claim payment for your use of the EasyPay System prior to termination.

## 11. LIMITATION OF LIABILITY

11.1 Our liability towards you, for any cause whatsoever, will be limited to actual monies paid (or due) by us to you for the 2 (two) months prior to the date on which the liability arose.

11.2 Notwithstanding any provision to the contrary contained in this Agreement, we will not be liable to you in any way for any indirect, special, or consequential damages.

11.3 You indemnify us (and our directors and Personnel) and hold us harmless in respect of any loss or damages which you, we or any third party (including either Party's Personnel) may incur or be liable for as a result of:

- 11.3.1 the provision of the Services (and any act or omission by you or any person appointed by you when providing the Services); or
- 11.3.2 any payments made by us into your Nominated Bank Account; or
- 11.3.3 your (or your Personnel's) breach of the terms and conditions of this Agreement or any applicable laws.

11.4 **We will not be liable in any way whatsoever unless you file a claim within 12 (twelve) months of the relevant event arising.**

## 12. EXCLUSIVITY

For the duration of this Agreement and a period of 6 (six) months after its termination, you agree that you will not deal directly with any Collector; and/or contract with any third party to render substantially the same service as that provided by the EasyPay System.

13. **AUDIT**

If there is any dispute as to the amount owing by either Party to the other, then either Party may appoint an independent auditor at its own cost to ascertain the correct position by inspection of the books of accounts and other records of the other Party.

14. **INTELLECTUAL PROPERTY**

The Parties agree that the EasyPay System, and all our intellectual property rights generally, will always remain our sole and exclusive property. You will not acquire any rights in our intellectual property.

15. **DOMICILIUM CITANDI ET EXECUTANDI**

15.1 You choose your address described on the cover page of this Agreement as your *domicilium citandi et executandi* for all purposes under this Agreement. You must notify us in writing of any changes to such address.

15.2 Notwithstanding the above, a written notice or communication received by you (or us) will be adequate written notice or communication, even if it was not sent to or delivered at your chosen *domicilium citandi et executandi*.

16. **GENERAL**

16.1 This Agreement is to be governed, interpreted, and implemented in accordance with the laws of the Republic of South Africa.

16.2 Neither Party shall be entitled to cede or assign any of its rights and/or obligations in terms of this Agreement without the prior written consent of the other.

16.3 This Agreement constitutes the whole agreement between the Parties relating to the subject matter hereof. Neither Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

16.4 No amendment of this Agreement or any provision or term thereof (including this clause) will be binding on the Parties unless recorded in writing and signed by both Parties.

16.5 No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement or any 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.

16.6 Each provision of this Agreement is severable from the others and if at any time any provision is or becomes or is found to be illegal, invalid, defective, or unenforceable for any reason by any competent court, the remaining provisions shall be of full force and effect and shall continue to be of full force and effect.

16.7 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement as at the date of signature of the Party last signing one of the counterparts.

Each Party shall bear its own legal costs of and incidental to the negotiation, drafting and execution of this Agreement.

*Last updated: 25 August 2023*