

Receiver Agreement

entered into by and between –

Syntell Proprietary Limited
(hereinafter referred to as “the Service Provider”)

and

Swartland Municipality
(hereinafter referred to as the “Receiver”)

INTRODUCTION

The Receiver supplies various utilities and other services to End Users and wishes to engage the services of the Service Provider to assist the Receiver in its desired objective of expanding its distribution network of point of sale outlets to:-

- dispense and sell prepaid electricity to End Users

(referred to hereinafter as “Receiver Services”).

To achieve these objectives the Service Provider shall perform the Receiver Services through Collector(s) appointed by the Service Provider and through internet websites, utilizing the Service Provider Vending Gateway.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS —

PART 1 -GENERAL TERMS

1 DEFINITIONS

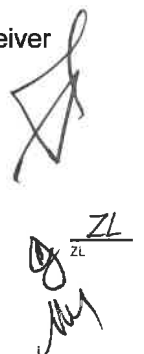
The following words and expressions shall have the meanings hereunder assigned them and cognate words and expressions will have their corresponding meanings, unless the context indicates to the contrary —

- 1.1 “ACB” means the Automated Clearing Bureau, being the South African Banks’ representative institution, which accepts input magnetic tape transactions for settlement between various account drawers and beneficiary payees;



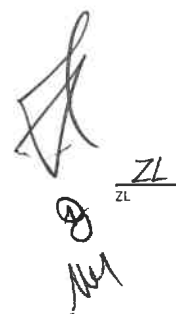
Handwritten signatures and initials, including a large stylized signature and the letters 'ZL' and 'g'.

- 1.2 "Collector(s)" mean the various legal entities appointed by the Service Provider to perform the Receiver Services on behalf of the Service Provider;
- 1.3 "Confidential Information" means in addition to the definition set out in the latest edition of the Oxford English Dictionary, and without prejudice to the generality of the expression, all information of any nature whatsoever disclosed by the parties hereto to each other, their legal counsel, agents, associates or representatives and relating to the Service Provider and the Receiver, whether orally, in writing or in software format, in relation to:
 - 1.3.1 the business of the Service Provider and the Receiver;
 - 1.3.2 all information relating to the Website, the software, trademarks, logos and all intellectual property rights relating thereto.
- 1.4 "Data" means any data, including personal information as defined in the Protection of Personal Information Act, 2013 (Act No. 4 of 2013), the Electronic Communications and Transactions Act, 2002 (Act No. 25 of 2002), Personal Data and/or any equivalent legislation of the jurisdictions(s) where the obligations in terms of this Agreement are being provided and/or performed, supplied to the Service Provider by the Receiver or Processed on behalf of the Receiver by the Service Provider;
- 1.5 "Data Breach" shall mean any breach of security leading to unauthorized or unlawful destruction, loss, alteration or disclosure of Data;
- 1.6 "Data Protection Laws" means all applicable law relating to data protection, privacy and security when processing Data under the Agreement. This includes without limitation applicable international, regional, federal or national data protection, privacy, export or data security directives (e.g. directives of the European Union), laws, statutes, regulations, rulings, decisions and other binding restrictions of, or by, any judicial or administrative body, whether domestic, foreign or international, including the Electronic Communications and Transactions Act, 2002 (Act No. 25 of 2002) and the Protection of Personal Information Act, 2013 (Act No. 4 of 2013);
- 1.7 "Day" means one 24 hour day, excluding public holidays, Saturdays and Sundays.
- 1.8 "End Users" means those persons who will be making use of the Receiver Services;



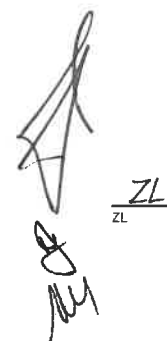
- 1.9 "Gross Sales" means the daily gross rand value of electricity sales including VAT thereon by the Collectors (including any debt component), and recorded on the the Service Provider Vending Gateway;
- 1.10 "Parties" means the Receiver and the Service Provider.
- 1.11 "Payment(s)" means any payments, made using the Service Provider Vending Gateway in respect of Receiver Services.
- 1.12 "Personal Data" shall mean personal data as defined in the Data Protection Laws, including any information relating to an identified or identifiable individual (including, but not limited to, name, postal address, email address, telephone number, date of birth, social security number, driver's license number, other government-issued identification number, financial account number, credit or debit card number, insurance ID or account number, health or medical information, consumer reports, background checks, biometric data, digital signatures, any code or password that could be used to gain access to financial resources, or any other unique identifier) that is Processed by the Service Provider under the Agreement;
- 1.13 "Process" shall mean any operation, or set of operations, performed on Data, by any means, such as by collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction and "Processing" shall have a corresponding meaning;
- 1.14 "Receiver" means the Swartland Municipality, a municipality, established in terms of the Local Government: Municipal Structures Act, 1998.
- 1.15 "Receiver Agreement"/"Agreement" means this Agreement entered into by and between the Receiver and the Service Provider.
- 1.16 "Receiver Nominated Bank Account" means —

BANK:	STANDARD BANK
BANK ACCOUNT NO.:	372865100
BRANCH:	MALMESBURY
ACCOUNT HOLDER:	SWARTLAND MUNICIPALITY



Handwritten signature and initials, including the letters 'ZL'.

- 1.17 "Receiver Services" means the dispensing and selling of prepaid electricity to End Users;
- 1.18 "Server" means the server/s on which all transactions envisaged in terms of this Agreement are recorded and stored and which is —
- 1.18.1 to be housed at the premises of the Receiver;
- 1.18.2 required to interact with and be integrated to the Service Provider Vending Gateway.
- 1.19 "the Service Provider" means Syntell Proprietary Limited (Registration No. 2003/022275/07) a company duly registered in accordance with the laws of South Africa.
- 1.20 "the Service Provider Bank Account" means
- | | |
|------------------|---------------------|
| BANK: | ABSA BANK |
| BANK ACCOUNT NO: | 4058795823 |
| BRANCH CODE: | 632005 |
| BRANCH: | TOKAI |
| ACCOUNT HOLDER: | SYNTELL PTY LIMITED |
- 1.21 "the Service Provider Vending Gateway" means the Service Provider revenue switch, through which the Collector's POS network routes all transaction requests to the Server;
- 1.22 "the Service Provider Vending Gateway Reports" means the Gross Sales reports automatically generated and emailed to the Receivers on a daily basis;
- 1.23 "the Service Provider Vending Web Services Specification" means the communication protocol, implementation guidelines and test site specifications, and the business logic required to interact with the Service Provider's Vending Gateway;
- 1.24 "Transaction Data" means the data as is held in the transaction data base records stored on the Server.
- 1.25 "Variance Report" means the report generated by the Service Provider, indicating the variances between the Receiver's aggregated daily sales report versus the Service Provider's Vending Gateway Report;



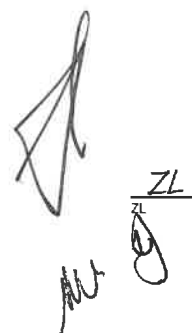
Handwritten signature and initials, including the letters 'ZL'.

- 1.26 "Website" means the websites which shall be utilised from time to time to enable End Users to make Payments.
- 1.27 Words importing the singular shall include the plural and vice versa, words importing any gender shall include the other genders and words importing persons shall include partnerships and bodies corporate.
- 1.28 The head notes to the paragraphs to this Agreement are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.
- 1.29 The clause headings in this Agreement have been inserted for convenience only and shall not be taken into account in its interpretation.
- 1.30 If any provision in a definition is a substantive provision conferring rights imposing obligations on any Party, effect shall be given to it as if it were a substantive clause in the body of the Agreement, notwithstanding that it is only contained in the interpretation clause.

2 OBLIGATIONS AND DUTIES OF THE RECEIVER

The Receiver hereby agrees and undertakes:-

- 2.1 to exclusively use the Service Provider to collect Payments for the duration of the Agreement;
- 2.2 to reverse any Payment made where an error has arisen due to a technical problem or a duplication of Transaction Data resulting in the Receiver receiving a payment to which it is not entitled, or where a Payment is reversed for any reason whatsoever. the Service Provider shall as soon as it becomes aware of such an erroneous Payment or reversal, notify the Receiver, in writing, who undertakes to forthwith investigate the Payment concerned. If the Receiver is satisfied that an error or reversal has occurred, it undertakes to immediately refund the Service Provider for the amount of the erroneous payment or reversal;
- 2.3 to reimburse the Service Provider in respect of Payments made to the Service Provider or a Collector by an End User using a credit or debit card, the fees charged to the Service Provider/ Collector by the supplier of the credit or debit card. These fees are reflected in Schedule 1 and may be changed from time to time;

Handwritten signature and initials, including the letters 'ZL'.

- 2.4 to reimburse the Service Provider, at the Service Provider's instance, in respect of cash payments made to a Collector any cash handling fees charges by the Collector's bank;
- 2.5 to use its reasonable endeavours to ensure that the Server remains online on a 24 hour a day basis;
- 2.6 where reasonably possible to give the Service Provider prior written notice of any down times as may be necessary to maintain and support the Server;
- 2.7 provide the Service Provider with the Receiver's aggregated daily sales report on a daily basis.

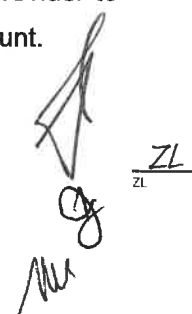
3 OBLIGATIONS AND DUTIES OF SYNTTELL

The Service Provider hereby agrees and undertakes —

- 3.1 to use its best endeavours to ensure that the Service Provider Vending Gateway remains online on a 24 hour a day basis;
- 3.2 to approach any prospective Collector as well as those recommended in writing by the Receiver with a view to signing them up as a Collector;
- 3.3 to ensure that all Collectors sign a Point of Sale Collector Agreement as approved by the Receiver and in so doing adhere to certain risk and management criteria and standards set by the Service Provider;
- 3.4 to notify the Receiver of all existing Collectors prior to signature hereof, if applicable;
- 3.5 to furnish the Receiver by no later than close of business on the 15th day of each month, with a consolidated report of all transactions that occurred in the preceding month, setting out the details of payments to the Receiver transmitted via ACB from the Service Provider to the Receiver's Nominated Bank Account.
- 3.6 to ensure that all Payments reflected in the Service Provider Vending Gateway Reports shall be transferred to the Receiver within 2 Days;

4 METHOD OF PAYMENTS

- 4.1 The consolidated total of all Payments reflected in the Service Provider Vending Gateway Reports must be transferred within 2 Days, by the Service Provider to the Receiver via ACB by crediting the Receiver's Nominated Bank Account.



Handwritten signature and initials, including the letters 'ZL' and 'ZL'.

- 4.2 The Receiver hereby agrees and undertakes to allow the Service Provider access to the Receiver's Nominated Bank Account via ACB in order to pass a credit of the consolidated total referred to in paragraph 4.1 above.
- 4.3 In the event that the Receiver's aggregated daily sales report varies from the Service Provider Vending Gateway Report in the Variance Report, the Service Provider shall continue to pay on the Service Provider Vending Gateway.

5 COLLECTION FEE AND OTHER CHARGES

- 5.1 The Receiver shall pay to the Service Provider a collection fee for each collected Payment reflected in the Service Provider Vending Gateway Reports and at the rate specified in Schedule 1 annexed hereto.
- 5.2 The fee for each collected Payment shall be consolidated and the charges due in terms of paragraph 5.1 above shall be consolidated and shall be paid into the Service Provider Bank Account within 30 (thirty) days of receipt by the Receiver of a detailed invoice.
- 5.3 Late payment of the fee by the Receiver to the Service Provider shall incur interest calculated at the prime bank overdraft rate charged by the Standard Bank Ltd. from time to time plus 1% reckoned from the day the payment should have been made until the day on which it is made and shall be calculated and capitalized monthly in advance.
- 5.4 The collection fee referred to in paragraph 5.1 above shall be reviewed annually on the anniversary of the signing of this Agreement, and if necessary the collection fee shall then be adjusted by mutual written agreement between the parties, and a fresh Schedule 1 signed.

6 MARKETING

The parties may not use the others logo's without the other's written consent.

7 CONFIDENTIALITY

- 7.1 The Parties acknowledge that all Confidential Information disclosed by them, their legal counsel, their associates or representatives during negotiations and discussions between the parties is private and confidential and as such the parties hereby undertake to accord such Confidential Information subject to the provisions of the Constitution of the Republic of South Africa Act 108 of 1996.

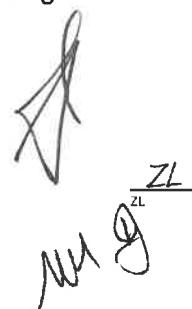


Handwritten signature and initials, including the letters 'ZL'.

- 7.2 The parties shall at all times, unless otherwise agreed to in writing between the parties, hold the Confidential Information disclosed to them in strict confidence and shall use such Confidential Information only for such purpose and to the extent that it may be necessary for the parties to comply with their obligations in terms hereof.
- 7.3 the Service Provider agrees that it shall treat as confidential all Transaction Data and information of whatever nature acquired or received by it from the Receiver and furthermore agrees that such Transaction Data and information shall only be divulged and disclosed any other third party with the Receiver's prior written consent.
- 7.4 Intellectual Property Rights
- 7.4.1 All intellectual property rights (including, without limitation, any copyright, patents, design rights, trademarks or service marks) in the Website and any improvements or modifications thereto from time to time, whether carried out by the Service Provider or the Receiver shall remain the sole and exclusive property of the Service Provider.
- 7.4.2 As used here, "intellectual property rights" mean, without limitation, any technology, content, data, hyperlinks, graphic and any icons on the Website, all related patent rights, copyrights, inventions, designs, including software and hardware, layouts, trademark rights and other intellectual property rights therein and thereto, including all moral rights. In particular, it is recorded that the Service Provider does not dispose of the ownership of or its rights under license to use any intellectual property on its Site.
- 7.5 This clause 7 shall survive the termination of this Agreement.

8 DATA PROTECTION

- 8.1 **Location of Receiver Data.** Notwithstanding any other provision in this Agreement, the Receiver agrees that, for the Service Provider to provide the Services, the Receiver's Data may be:
- 8.1.1 held on a variety of systems, networks and facilities worldwide including systems and databases used by Service Provider help desks, service desks and/or network management centres used for providing the

Handwritten signature and initials, possibly 'ZL' and 'M G', located at the bottom right of the page.

Service/s and/or used for billing, sales, technical, commercial and/or procurement purposes;

8.1.2 located, hosted, managed, accessed or transferred worldwide; and

8.1.3 provided or transferred by the Service Provider to any Affiliated Company, subcontractor or supplier worldwide to the extent necessary to allow that Affiliated Company, subcontractor or supplier to fulfil its obligations in respect of the Service/s.

8.2 **Process of Receiver Data.** The Receiver shall advise the Service Provider what Personal Data, if any, is included in the Data provided by the Receiver ("Receiver Personal Data"). Therefore:

8.2.1 the Service Provider shall comply with any Data Protection Laws applicable to it in its Processing of Receiver Personal Data under or by virtue of this Agreement.

8.2.2 the Service Provider will only Process Receiver Personal Data to the extent necessary to provide the Services in accordance with this Agreement and will:

8.2.2.1 implement and take appropriate and reasonable technical and organisational measures, in accordance with its security policies as amended from time to time, to protect Receiver Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access; and

8.2.2.2 transfer Receiver Personal Data outside of South Africa, including to Affiliated Company, subcontractors or suppliers where required to provide the Services.

8.2.3 The Receiver shall provide sufficient notice and obtain sufficient consent and authorisation, under any applicable laws, from any relevant data subject (as defined in terms of Data Protection Laws) to permit the Processing of any Receiver Personal Data by the Service Provider, its respective Affiliated Companies, subcontractors or suppliers as provided for in this Agreement.

8.3 **Exemption of liability.** The Receiver agrees that the Service Provider, to the extent permitted by law, will not be liable for any complaint, claim or action brought by a data subject (as defined in terms of Data Protection Laws) arising



from any action or omission by the Service Provider to the extent that such action or omission:

8.3.1 resulted from any failure by the Receiver to comply with this clause 8; or

8.3.2 resulted from the Service Provider complying with any instructions of Receiver or acting on behalf of the Receiver in accordance with those instructions,

and the Receiver shall indemnify, hold harmless and defend the Service Provider from and against any such claims or actions brought against the Service Provider;

8.4 **Compliance.** the Service Provider shall at all times strictly comply with all applicable Data Protection Laws which may be in force from time to time;

8.5 **Warranty.** the Service Provider hereby warrants, represents and undertakes that it:

8.5.1 shall not, at any time Process Data for any purpose other than with the express prior written consent of the Receiver, and to the extent necessary to provide the Services;

8.5.2 shall ensure that all its systems and operations which it uses to provide the Services including all systems on which Data is Processed as part of providing the Services, shall at all times be of a minimum standard required by all applicable Data Protection Laws;

8.6 **Identification of risks.** the Service Provider shall take reasonable steps to identify all reasonably foreseeable internal and external risks posed to Data under the Service Provider's possession or control and establish and maintain appropriate safeguards against any risks identified;

8.7 **Discovery of Data Breach.** the Service Provider shall provide the Receiver with prompt reasonably detailed written notice in case the Service Provider discovers any Data Breach, or any actual, pending or threatened enforcement proceeding, action, notification of breach, lawsuit against the Service Provider, or a Service Provider subcontractor, relating to Data. To the extent the Data Protection Laws require that an individual or authority be notified of a Data Breach, the Service Provider shall at the Receiver's request and subject to the Receiver's prior approval of the content, form and timing, provide any notices to such an individual or governmental authority containing the information as mandated by



Handwritten signature and initials, including the letters 'ZL' written twice.

the Data Protection Laws. the Service Provider shall provide remediation services and other reasonable assistance to individuals impacted by the Data Breach directly or through a third party as required under the Data Protection Laws, or required by governmental authorities, or agreed by the Parties in writing. Upon Receiver's request, the Service Provider shall cooperate and provide the Receiver with information about the nature, circumstances and causes of the event at issue. the Service Provider will take all necessary actions to prevent further losses and otherwise limit the consequences of the event at issue.

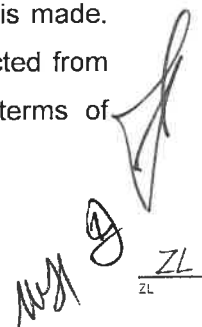
- 8.8 **Return of Data.** At any time during the term of this Agreement at the Receiver's written request or upon the termination or expiration of this Agreement for any reason, the Service Provider shall promptly return to the Receiver all copies, whether in written, electronic or other form or media, of Receiver Personal Data in its possession, or securely dispose of all such copies, and certify in writing to the Receiver that such Receiver Personal Data has been returned to Receiver or disposed of securely. Service Provider shall comply with all reasonable directions provided by Receiver with respect to the return or disposal of Receiver Personal Data.

9 DURATION

- 9.1 This Agreement shall commence during the 2024/2025 financial year and shall endure for a period not exceeding 5 years financial years, ending on 30 June 2029
- 9.2 Subject to the laws that apply to preferential procurement and local government, the period may be extended annually or for such period and on such conditions agreed upon by the Parties, but limited to an additional two (2) years.

10 NON-PAYMENT / LATE PAYMENTS

- 10.1 In the event, that for any reason whatsoever, the Service Provider is unable to deposit payments via ACB in terms of the provisions of this Agreement timeously or at all, the Service Provider shall be liable to the Receiver for such deposit together with interest on the said deposit calculated at the prime bank overdraft rate charged by the Standard Bank Ltd. from time to time plus 1% reckoned from the Day the deposit should have been made until the Day on which it is made. Any such interest owing shall be calculated by the Receiver and deducted from the collection fee due by the Receiver to the Service Provider in terms of paragraph 5 above.



Handwritten signature and initials, including 'ZL' and 'ZL'.

- 10.2 In the event that the Service Provider is unable to deposit Payments timeously, or at all, the Service Provider shall immediately upon becoming aware of this fact, notify the Receiver in writing thereof, together with a written explanation therefore. It is specifically recorded and acknowledged by the Service Provider that this notification is essential as the Receiver might otherwise disconnect or discontinue services to the Service Provider.

11 NON-LIABILITY

- 11.1 Subject to the provisions of paragraph 10 above, the Service Provider shall not be held liable to the Receiver whatsoever for any damages suffered, claims instituted or loss sustained by reason of the Service Provider's failure to make the deposits in terms of clause 4 timeously or at all, provided that such failure does not arise from the negligence or fraud of the Service Provider.
- 11.2 the Service Provider shall not be held liable to the Receiver in any way whatsoever, for any damages suffered, claims instituted or loss sustained, howsoever arising, by reason of any Collector's omission or failure to perform.
- 11.3 the Service Provider does not warrant that the service will operate uninterrupted and error free, and shall not be liable for any damages suffered, claims instituted or loss sustained by any such interruption.
- 11.4 Neither party shall be liable for consequential damages, indirect damages, loss of goodwill, loss of revenue or loss of profit. The provision of this clause shall not apply to loss occasioned by a breach of Clause 7 above.

12 BREACH

- 12.1 Should either Party hereto breach or fail to comply with any term or condition of this Agreement, then the party aggrieved thereby shall give the defaulting Party written notice to rectify such a breach.
- 12.2 In the event of the defaulting party failing to rectify such a breach within fourteen (14) days of the dispatch of such notice, the aggrieved party shall be entitled to give written notice of termination of this Agreement to the other party. Such termination shall take effect upon dispatch of such notice to the other party.
- 12.3 Should either Party repeatedly breach any of the terms and conditions of this Agreement in such a manner as to justify the aggrieved party in holding that the defaulting party's conduct is inconsistent with the defaulting party's intention to carry out the terms and conditions of this Agreement, then and in such event the



ZL



aggrieved party shall without prejudice to its legal rights and remedies, be entitled to terminate this Agreement.

- 12.4 On terminating this Agreement, the aggrieved party will be entitled to claim and recover such damages as the aggrieved party may be able to prove that it has sustained.

13 TERMINATION

This Agreement shall terminate with immediate effect upon the happening of any of the following events:

- 13.1 If either party fails to rectify a breach of this Agreement as provided for in terms of Clause 12;
- 13.2 If the Service Provider takes a resolution to wind-up its operations;
- 13.3 If the Service Provider commits any act of insolvency or is placed under final or provisional liquidation.

14 CESSION

The Parties shall not cede, assign, transfer or make over any of their rights, nor delegate any of their obligations, in terms of this Agreement to any third party without the prior written consent of the other Party which consent shall not unreasonably be withheld.

15 DOMICILIUM CITANDI ET EXECUTANDI

- 15.1 Each of the parties chooses *domicilium citandi et executandi* for the purposes of the giving of any notice, the serving of any legal process and for any purposes arising from this Agreement at their respective addresses set forth hereunder:

Receiver: 2nd Floor Great Westerford
240 Main Road
Rondebosch
7700

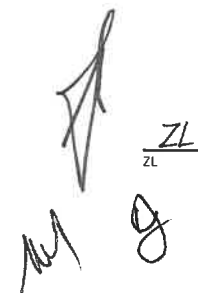
Service Provider: Swartland Municipal Offices
Cnr Kerk and Voortrekker Streets
Malmesbury

Handwritten signatures and initials at the bottom right of the page. There are three distinct marks: a large, stylized signature, a smaller signature, and the initials 'ZL' written twice, once above and once below the smaller signature.

- 15.2 Any notice to any party shall be addressed to it at its *domicilium* aforesaid and be sent either by pre-paid registered post or be delivered by hand. In the case of any notice —
- (a) Sent by pre-paid registered post, it shall be deemed to have been received, unless the contrary is proved, on the seventh day after posting; and
 - (b) Delivered by hand, it shall be deemed to have been received, unless the contrary is proved, on the date of delivery, provided such date is a business day or otherwise on the next following business day.
 - (c) Any party shall be entitled by notice in writing to the other, to change its *domicilium* to any other address within the Republic of South Africa, provided that the change shall become effective only fourteen (14) days after the service of the notice in question.
 - (d) Any notice addressed to the Receiver shall be required to be addressed to the Director: Income & Cash to be deemed to have been effectively delivered or served.
 - (e) Any notice addressed to the Service Provider shall be required to be addressed to the Service Provider: Legal Advisor to be deemed to have been effectively delivered or served.

16 VIS MAJOR

- 16.1 Neither party shall be liable to the other for any prevention, suspension or postponement of its performance in terms of this Agreement where such prevention, suspension or postponement is due to any event of *vis major* (including but not limited to any act of God, flood, fire, earthquake, terrestrial or extraterrestrial interference, satellite malfunction, war, riot, insurrection, strike or act of any civil or military authority, or other cause of similar nature beyond the reasonable control of a party hereto).
- 16.2 If any such event *vis major* shall continue for a period of sixty consecutive days, or ninety consecutive days, in the aggregate in any one-year contract period during the terms of this Agreement, either party shall have the option thereupon to terminate this Agreement upon no less than ten days written notice to the other party.

Handwritten signatures and initials. At the top is a large, stylized signature. Below it, to the right, are the initials 'ZL' with a horizontal line underneath. To the left of 'ZL' is another signature, and to the right of that is a large letter 'G'.

- 16.3 In the event of such termination, neither party hereto shall have any further obligations hereunder to the other party, except for payment of any fees, other sums or other consideration past due hereunder and obligations of indemnification expressly contained herein.

17 DISPUTE RESOLUTION




Any dispute between the Parties arising from or in connection with this Agreement shall be determined in accordance with the rules of the Arbitration Foundation of South Africa by an arbitrator or arbitrators nominated by it, save that either Party may have recourse to a court of competent jurisdiction where urgent relief is sought. Such arbitration shall take place in the Western Cape.

18 GENERAL CONDITIONS

- 18.1 No alteration, cancellation, variation of or addition to this Agreement shall be of any force or effect unless reduced to writing and signed by the Service Provider and the Receiver or their duly authorised representatives.
- 18.2 This Agreement constitutes the entire Agreement between the parties hereto and neither of the parties shall be bound by any undertakings, representations, warranties, promises or the like not recorded herein.
- 18.3 No extension of time or other indulgence granted by either party to the other in respect of either of the party's obligations will constitute a waiver of either of the party's right to enforce compliance with the terms of this Agreement. Neither shall it constitute a novation of this Agreement

19 GOVERNING LAW

The construction, validity, performance and interpretation and implementation of this agreement will be governed by the laws of the Republic of South Africa.




ZL
ZL

PART 2 – PREPAID ELECTRICITY PAYMENTS

These further terms and conditions listed in this Part 2 are applicable in respect of the collection of prepaid electricity payments.

1 DEFINITIONS

The following words and expressions shall have the meanings hereunder assigned them and cognate words and expressions will have their corresponding meanings, unless the context indicates to the contrary —

- 1.1 “Coupon” means a computer generated meter specific coupon whereon is recorded an encoded number by means of which a Receiver can activate and control his Energy Dispenser;
- 1.2 “Energy Dispenser” means the metering device utilised to measure and control electrical energy consumed at a consumer’s premises;

2 OBLIGATIONS AND DUTIES OF THE RECEIVER


The Receiver hereby agrees and undertakes:-

- 2.1 to allow the Service Provider Vending Gateway to interface with the Server for the sale of Coupons;
- 2.2 to deal with Receiver customer queries relating to the transactions.

3 OBLIGATIONS AND DUTIES OF SYNTELL

the Service Provider hereby agrees and undertakes:-

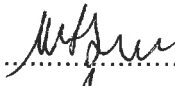

- 3.1 to ensure that the Service Provider Vending Gateway is able to communicate and interact with the Server for the Sale of Coupons;



Handwritten signatures and initials are present in the bottom right corner of the page. There are three distinct marks: a stylized signature, a circular stamp or mark, and the letters 'ZL' written below a horizontal line.

SIGNED AT.....Melmerby..... THIS 4th DAY OF September 2024.....

AS WITNESSES:

1 
 2 


 DULY AUTHORISED TO SIGN
 ON BEHALF OF THE RECEIVER

SIGNED AT Cape Town THIS 29 DAY OF August

AS WITNESSES:

1 LEdwards
 LEdwards (Sep 2, 2024 09:42 GMT+2)
 2 A.Hamburg
 A.Hamburg (Sep 2, 2024 09:44 GMT+2)

Zahir Lalla
 Zahir Lalla (Aug 30, 2024 11:29 GMT+2)
 DULY AUTHORISED TO SIGN
 ON BEHALF OF THE SERVICE
 PROVIDER


 ZL


SCHEDULE 1**FEES PAYABLE BY RECEIVER:-**

1. **Prepaid electricity payments:** **commission of 1.5 % on the Rand value of a
Prepaid electricity sales recorded by the
Service Provider and the Collectors.**

ALL FEES ARE QUOTED EXCLUSIVE OF VAT

BANK COSTS RECOVERABLE FROM RECEIVER:-

Fees will vary depending on the Collector involved and/or the Card type used:-

Cash Handling Commissions : N/A

Debit Card Commissions : N/A

Credit Card Commissions : N/A

Credit Card Charge Backs : N/A

Handwritten signature and initials in the bottom right corner. The signature is a stylized 'ZL' with a horizontal line underneath. Below it are the initials 'ZL' and a signature that appears to be 'my'.