

PayCentral[®]

PAYCENTRAL (PTY) LTD CUSTOMER AGREEMENT

(This Agreement covers all PAYCENTRAL (PTY) LTD programmes currently operating)

COMPANY INFORMATION

| | | | |
|---------------------------|--|------------|--|
| LEGAL AND TRADING NAME(S) | | | |
| REGISTRATION NUMBER | | VAT NUMBER | |
| OFFICE NUMBER | | EMAIL | |
| PHYSICAL ADDRESS | | | |
| PROVINCE | | CODE | |
| POSTAL ADDRESS | | | |
| PROVINCE | | CODE | |

ATTACHED DOCUMENTS

| | | | | | | | | | |
|----------------------|-----|--|----|--|------------------|-----|--|----|--|
| COMPANY REGISTRATION | YES | | NO | | TAX CLEARANCE | YES | | NO | |
| PROOF OF ADDRESS | YES | | NO | | PROOF OF BANKING | YES | | NO | |

COURIER INFORMATION

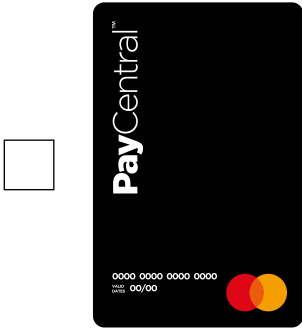
| | | | |
|------------------|--|------|--|
| DELIVERY ADDRESS | | | |
| PROVINCE | | CODE | |

CONTACT INFORMATION

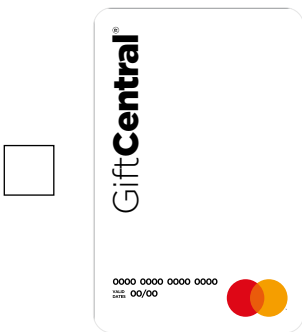
| | | | |
|----------------|--|-------------------|--|
| PRINCIPLE NAME | | PRINCIPLE SURNAME | |
| ID NUMBER | | EMAIL | |
| DIRECT NUMBER | | MOBILE | |
| FINANCIAL NAME | | FINANCIAL SURNAME | |
| ID NUMBER | | EMAIL | |
| DIRECT NUMBER | | MOBILE | |

COMMERCIAL CONDITIONS

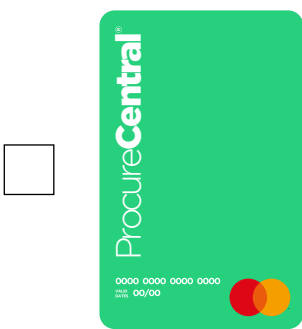
Please type with X on appropriate box when ordering cards.



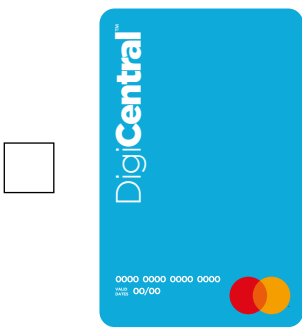
| PAYCENTRAL CARD PROGRAMME | VALUE/FEE |
|--|-----------|
| PayCentral card | |
| Load fee (Deducted from card) | |
| SMS load notification (Deducted from card) | |
| SMS transaction notification (Deducted from card – Opt out function) | |
| Monthly cardholder fee (Deducted from card) | |
| Card transfer fee | |
| Card to profile fee | |



| GIFTCENTRAL CARD PROGRAMME | VALUE/FEE |
|--|-----------|
| GiftCentral card | |
| Load fee | |
| SMS load notification (Deducted from card) | |
| SMS transaction notification (Deducted from card – Opt out function) | |
| Card transfer fee | |
| Card to profile fee | |



| PROCURECENTRAL CARD PROGRAMME | VALUE/FEE |
|--|-----------|
| ProcureCentral card | |
| Load fee | |
| SMS load notification (Deducted from card) | |
| SMS transaction notification (Deducted from card – Opt out function) | |
| Card transfer fee | |
| Card to profile fee | |



| DIGICENTRAL CARD PROGRAMME | VALUE/FEE |
|--|-----------|
| DigiCentral card | |
| Load fee | |
| SMS load notification (Deducted from card) | |
| SMS transaction notification (Deducted from card – Opt out function) | |
| Card transfer fee | |
| Card to profile fee | |

PAYCENTRAL (PTY) LTD requires the full name, surname, identity or passport number and cell phone number in order to allocate cards. This can be one cardholder’s details for several cards subject to any amendments of these terms and conditions by Standard Bank.

| DELIVERY VIA COURIER UTILIZING OVERNIGHT COURIER SERVICES | VALUE/FEE |
|---|-----------|
| Courier (max 100 cards) from JHB to local areas | |
| Courier (max 100 cards) from JHB to coastal areas | |
| Courier (max 100 cards) from JHB to outlying areas | |

CARD MANAGEMENT ONLINE PORTAL

PAYCENTRAL (PTY) LTD offers the client as requested in section a) The option to allocate, load and activate their own cards while managing this programme via a self-service web portal. Terms and conditions relating to use thereof are detailed on the self service web portal at www.paycentral.co.za under Terms and conditions. To facilitate in the granting of access to this self service web portal tool please provide information of the person duly authorised to grant access and rights on the client's behalf:

| AUTHORISED PERSON | MOBILE NUMBER | EMAIL |
|-------------------|---------------|-------|
| | | |
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On commencement of this contract the following individual has been granted access to the self service web portal tool: This agreement is hereby made and entered into by and between PAYCENTRAL (PTY) LTD Proprietary Limited, Registration Number 2016/169366/07, hereinafter referred to as "PAYCENTRAL (PTY) LTD", and the client represented in Section a) client information, hereinafter referred to as the "client", to define the relationship between both parties in respect of all programmes.

STATEMENT OF INTERESTS:

PAYCENTRAL (PTY) LTD operates incentive, reward, loyalty, marketing, expense management, employee benefits and public social programmes via prepaid card programmes. PAYCENTRAL (PTY) LTD shall directly or through its partners:

- a) Provide the client with a prepaid card programme.
- b) Submit an invoice to the client for the value of the client specified prepaid card programme.
- c) Load, reload, and activate the prepaid cards, either internally at request or via a self service web portal, according to the specified prepaid card programme, once full payment has been received from the client and reflects as available on the Standard bank trust account (PAYCENTRAL (PTY) LTD account).

THE CLIENT SHALL:

- a) Submit an instruction or schedule of the specified card sequence numbers and the associated rand loaded volume to PAYCENTRAL (PTY) LTD to action (if this specific programme is applicable).
- b) Make full payment to PAYCENTRAL (PTY) LTD against the submitted invoiced amount prior to the loading and activation of the prepaid cards in order to comply with the banking regulations governing prepaid gift and incentive cards.

1. COMMERCIAL CONDITIONS:

For commercial conditions please refer to Section B) Commercial Conditions of this agreement. PAYCENTRAL (PTY) LTD may change these commercial conditions after giving one month's prior notice.

2. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- a) **CARD LOADING FEE.** Are fees charged for the total volume loaded onto the cards.
- b) **LOADING AND ACTIVATION OF CARDS.** PAYCENTRAL (PTY) LTD will load and activate the cards according to the specific programme requested if an arrangement has been made for the client to not load their own cards. The invoice will be paid by the client prior to the loading and activating of any cards. Responsibility for the cards transfers to the client when the cards are activated. Cards cannot be loaded with a loaded volume less than fifty rand (R50), and can be loaded with a maximum of either ten thousand rand (R10, 000) or twenty five thousand rand (R25, 000) per month adhering to the relevant FICA requirements. In addition, the balance on the card cannot exceed twenty five thousand rand (R25, 000) at any given time.
- c) **REPLACEMENT CARDS.** In the event of a lost or damaged card, the card can be stopped and replaced by PAYCENTRAL (PTY) LTD at the normal card plastic cost.
- d) **DELIVERY.** On delivery it is the responsibility of the client to ensure that the correct quantity and type of cards have been received and acknowledge receipt by signed delivery note. Errors or omissions can be rectified at the time of delivery but not later. The client is responsible for the cards after delivery and PAYCENTRAL (PTY) LTD cannot be held responsible for any fraud, misuse or loss incurred thereafter.
- e) **RESPONSIBILITY FOR CARD STOCK.** Once the cards are delivered by PAYCENTRAL (PTY) LTD to the client, it is the responsibility of the client to manage the cards. Cards which expire while held in client stock will not be replaced nor will any balance on expired cards be transferred or repaid. The client must notify PAYCENTRAL (PTY) LTD prior to the expiry of cards held in stock so that the funds can be transferred to replacement cards. PAYCENTRAL (PTY) LTD will charge a fee for the replacement cards, for the transfer of funds and for the delivery of the cards.
- f) **EXPIRED CARDS.** Cards issued from client stock to beneficiaries, whether used or not, will not be replaced nor will the balance be transferred after expiry.

3. STANDARD TERMS AND CONDITIONS.

Terms and Conditions are applied to this programme and are included in Annexure A.

PAYCENTRAL (PTY) LTD may change these terms and conditions without giving any prior notice.

The updated terms and conditions can be found at www.paycentral.co.za

ADDITIONAL CONDITIONS

- a) **CONFIDENTIALITY.** Any information shared by the parties shall be deemed as confidential and subject to standard confidentiality terms and conditions.
- b) **MODIFICATION/PRICING INCREASE.** Modifications and annual pricing increases could possibly take place subject to supplier modifications/increases passed onto PayCentral. Should an increase take place, a notice will be sent out a month prior to the increases being implemented.
- c) **EXCLUSIVITY.** This agreement in no way restricts PAYCENTRAL (PTY) LTD or the client from participating in similar activities.
- d) **TERMINATION.** Any of the parties may terminate this agreement in whole, or in part, at any time by giving one month's written notice.

This agreement shall be governed by and construed in all respects in accordance with South African law and the parties hereby agree to submit any disputes relating to the agreement to the South African Courts.

THE CLIENT

| | | | |
|------------|--|-------------|--|
| SIGNED AT: | | ON THIS DAY | |
|------------|--|-------------|--|

| | |
|--|--|
| NAME OF DULY AUTHORISED REPRESENTATIVE | |
| SIGNATURE | |

PAYCENTRAL PROPRIETARY LIMITED

| | | | |
|------------|--|-------------|--|
| SIGNED AT: | | ON THIS DAY | |
|------------|--|-------------|--|

| | |
|--|--|
| NAME OF DULY AUTHORISED REPRESENTATIVE | |
| SIGNATURE | |

ANNEXURE A

STANDARD TERMS AND CONDITIONS

These terms and conditions are applicable to all recipients and beneficiaries of PAYCENTRAL (PTY) LTD prepaid card programmes.

1. YOUR CARD

- 1.1 Your card has an expiry date printed on the front of it. Your card is valid until the last day of the month shown, unless it is closed at your request or the card purchaser, or by PAYCENTRAL (PTY) LTD if an incidence of fraud or potential fraudulent activity has been detected relating to your card.
- 1.2 Only the person whose signature is on the card will be able to use it.
- 1.3 Sign your card in ink as soon as you receive it in the space provided on the back of the card.
- 1.4 Your card can only be used in the Republic of South Africa
- 1.5 Your card must be cut in half after its expiry date.
- 1.6 You will not be sent any correspondence or statements.
- 1.7 The Issuing Bank will always be the owner of the card.
- 1.8 You are responsible for the safety of your card. Should your card be damaged, lost or copied, PAYCENTRAL (PTY) LTD will not be liable.
- 1.9 Your PAYCENTRAL (PTY) LTD white card will only be registered once FICA'd has been completed – by sending all the relevant FICA documents to PAYCENTRAL (PTY) LTD prior to the loading and activating of all cards.
- 1.10 Your PAYCENTRAL (PTY) LTD white card.

2. LOADING YOUR CARD

- 2.1 Your card will be loaded with a rand amount as determined by the card purchaser.
- 2.2 Your card may be reloaded by the card purchaser at any time before the expiry date of your card.
- 2.3 The balance available on your card may not exceed:
 - 2.3.1 PAYCENTRAL (PTY) LTD white card – R25,000 (twenty five thousand rand only) at any given time. (FICA). The maximum limit of R10,000 per month will be granted with the following FICA information: Name, surname, cell phone number, either copy of identity document or passport. The maximum limit of R25,000 per month will be granted with the above FICA information as well as the relevant proof of residence that is then required for this limit.

3. USING YOUR CARD

- 3.1 You may use your card to pay for goods and services at suppliers as per the programme acceptance detailed below:
 - 3.1.1 Accepted where MasterCard is accepted. (Except for payments at toll gates, casinos and for car hire as here a credit card is required).
- 3.2 When you use your card to pay for goods or services you must sign a transaction slip.
- 3.3 PAYCENTRAL (PTY) LTD will process the transaction against your available card balance. You will be able to shop at as many merchants as you wish up to the value on your card and after any deduction of fees if applicable.
- 3.4 All transactions and fees will be authorised by PAYCENTRAL (PTY) LTD against funds on your card.
- 3.5 Merchants are responsible for transactions and are independent of the card purchaser, PAYCENTRAL (PTY) LTD and Standard Bank. The card purchaser, PAYCENTRAL (PTY) LTD and Standard Bank, are not liable if the merchant does not accept your card or if you have complaints about goods or services paid for with your card.
- 3.6 PAYCENTRAL (PTY) LTD is not responsible for any loss arising from any failure or malfunction of electronic facilities, delays in points-of-sale devices or resulting from circumstances beyond PAYCENTRAL (PTY) LTD's reasonable control.
- 3.7 No warranties, purchase protection, insurance, other promises or services are provided.
- 3.8 Once you have paid for a purchase, you cannot stop the transaction.
- 3.9 You are responsible for keeping track of the transactions on your card to ensure that you do not exceed your card balance.
- 3.10 Balance enquiries can be made by sending an SMS with your 16 digit card number to 34246, by visiting www.whatsonmycard.com or by calling 086 1101 210 between 9am and 6pm, seven days a week, including public holidays.

4. FEES AND INTEREST

- 4.1 You will not be charged any fees on any purchases made using your card within South Africa.
- 4.2 A dormancy/non reload fee will be deducted from the available funds on your card. This fee will only be deductible after 6 months from the last time your card was loaded by the card purchaser. The R 15.00 monthly fee deduction will continue until such time your card is reloaded by the card purchaser.
- 4.3 You will not be paid any interest on the funds on your card.

5. CLOSING YOUR CARD

- 5.1 Your card will be closed when it expires.
- 5.2 PAYCENTRAL (PTY) LTD may choose to revoke your card at any time to protect PAYCENTRAL (PTY) LTD's interests. If your card is revoked for reasons other than fraud or unlawful use, any credit remaining on the card will be refunded to the card purchaser.

6. LOST OR STOLEN CARDS

- 6.1 You are responsible for the safekeeping of your card. Your card is the same as having cash in your pocket. If you lose your card or if it is stolen and used by someone else, you will lose all the funds on your card.

7. REPLACEMENT CARDS

- 7.1 PAYCENTRAL (PTY) LTD can stop and replace the card at the request of the card purchaser.
- 7.2 A replacement card and courier fee will apply should a new card be required.
- 7.3 A transfer fee will be deducted from the original card.

DISCLAIMER

PAYCENTRAL (PTY) LTD may change these terms and conditions without giving any prior notice. The updated terms and conditions can be found at www.paycentral.co.za.