



**PAY@ MUNICIPAL BILL ISSUER SERVICE LEVEL
AGREEMENT**

entered into by and between

PAY AT SERVICES (PTY) LTD

Registration Number	2006/027951/07
VAT Number	
Bank Account	
Physical Address	Suite 4, Ground Floor, Old College Building, 35 Church Street, Stellenbosch 7600

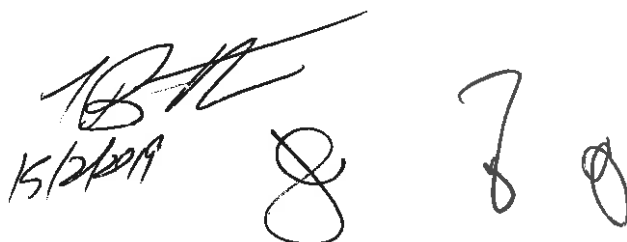
(hereinafter referred to as "Pay@")

AND

GEORGE MUNICIPALITY (TENDER FIN030/2018)

VAT Number	4630193664
Bank Account	Bank: ABSA Bank Branch: 632 005 Account: 010 2222 098 1
Physical Address	71 York Street George 6529

(hereinafter referred to as the "Bill Issuer")


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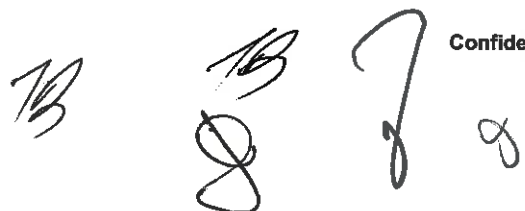
WHEREAS Pay@ has the capability to collect bill payments via an established payments network that includes a large number of third party retail outlets and the Bill Issuer wishes to make use of such payment network to collect payments on its behalf.

NOW THEREFORE the Parties hereby agree as follows:

1. DEFINITIONS

In this Agreement the following terms shall have the meanings set out below:

- 1.1 “Agreement”** means this agreement and its schedules (including their attachments and appendices (if any)) and any other documents expressly incorporated into this agreement, as amended from time to time in accordance with the terms thereof;
- 1.2 “Authorised Recipient”** means a person or entity that is enabled by a Network to submit Transactions to the Pay@ System via its Network System;
- 1.3 “Authority”** means any national, municipal, provincial, other local or administrative government, authority or department, or any agency, tribunal, commission, regulator, self-regulatory body or other similar body having jurisdiction by law over the assets, resources, activities or operations of either of the Parties;
- 1.4 “Bank Charges”** means the bank fees and charges payable in connection with the collection of Transaction Amounts from individual Clients that make payment by way of cash, debit card, credit card or other bank issued payment device;
- 1.5 “Bill Issuer”** is the Municipality identified on the cover page of this Agreement;
- 1.6 “Bill Issuer Account”** means Bill Issuer’s bank account with a South African bank that has been duly designated to Pay@ in writing for receipt of payments, currently being as set out on the cover page of this Agreement;
- 1.7 “Bill Issuer Code”** means a unique identification code, QR code and/or number or combination of numbers allocated to Bill Issuer by Pay@ for the purposes of identifying the Bill Issuer and/or facilitating its Transactions in the context of the Payment Services;
- 1.8 “Bill Issuer Systems”** means the computer systems, devices and communications infrastructure to be provided by Bill Issuer for the purposes of enabling access to the Client Data and otherwise interoperating with the Pay@ System, including the necessary data links;



- 1.9 “Business Day”** means any 24 hour day, excluding weekends and public holidays in the Republic of South Africa;
- 1.10 “Business Hours”** means the hours from 08h00 to 17h00 (Central African Time) on Business Days;
- 1.11 “Client”** means a person who has been issued a Client Account.
- 1.12 “Client Account”** means a statement of account, invoice or fine issued by the Bill Issuer reflecting the payments due to Bill Issuer by a Client, whether in printed or electronic format.
- 1.13 “Client Data”** means Client information to be provided by the Bill Issuer that will enable the verification of amounts due to it, including the Client Account number, Client initials and surname, amount owing, Client contact number and/or Client address;
- 1.14 “Confidential Information”** means any information of a confidential or proprietary nature, including, without limitation a Party’s Know-How, all program code (including for Pay@, as may form part of the Pay@ System), product architecture, data file structures, interface and communications protocols, numbering systems and associated material and manuals (including for Pay@, as incorporated in the Bill Issuer Codes and Operational Requirements) and the information contained therein, the Client Data and Transaction Data, information relating to a Party’s past, present and future research and development or to a Party’s business activities, products, services, clients, security measures or disaster recovery plans, as well as all such Party’s trade secrets and the terms of this Agreement, any information identified as confidential, any information in respect of which a Party is under obligation of confidence (including for Pay@, the proprietary information of the Networks) and any other material which contain or otherwise reflect, or are generated or derived from any such information as is specified in this definition;
- 1.15 “CPI”** means the percentage change in the year on year metropolitan areas – core consumer price inflation index published by Statistics South Africa, and if the publication of such index is discontinued, the most similar index as compiled and published monthly by Statistics South Africa in a statistical news release or a body authorised in its stead, in terms of the Statistics Act 1976 as amended (or any statute replacing such Act) will be used;
- 1.16 “Effective Date”** means the date of signature of this Agreement by the last Party signing;

- 1.17 “Fees”** means the fees payable by the Bill Issuer to Pay@ with respect to the Payment Services provided hereunder, which will unless otherwise agreed in writing, include all Bank Charges and a per Transaction fee;
- 1.18 “Intellectual Property”** means patents, registered designs, trademarks (whether registered or otherwise), copyright, trade secret rights, database rights, design rights, service marks and other intellectual property rights and rights to claim something as its confidential information, including in other jurisdictions, that grant similar rights as the foregoing;
- 1.19 “Know-How”** means any and all concepts, ideas, methods, methodologies, procedures, processes, know-how, formulae, techniques, models (including, without limitation, function, process, system and data models), templates, the generalised features of the structure, sequence and organisation of software, user interfaces and screen designs, payment card designs, communications protocols, numbering systems, business rules, product architecture, data file definitions, utilities and routines; and logic, coherence and methods of operation of computer systems that a Party has created, acquired or otherwise has rights in and may, in connection with the performance of its obligations hereunder, employ, provide, modify, create or otherwise acquire rights in, including in respect of Pay@, as may be contained in the Bill Issuer Codes or Operational Requirements;
- 1.20 “Networks”** means a person or entity, together with its Authorised Recipients, that is appointed by Pay@ to collect payments from Clients on behalf of Bill Issuer;
- 1.21 “Network System”** means the computer systems, devices and communications infrastructure used by a Network to submit Transactions to the Pay@ System, such as at point of sales, tellers, money market counters, kiosks, terminals, websites, ATM’s, cell phones, etc.;
- 1.22 “Operational Requirements”** means the functional, technical and business requirements and specifications, procedures, standards, rules and protocols applicable to interoperation with the Pay@ System, format, composition, contents and/or function of the Bill Issuer Codes, communication, recording and reconciliation of Transactions, handling of errors, returns and other problems, and use of the Payment Services in general as may be specified by Pay@ from time to time, including as set out in Schedule 1 hereto;
- 1.23 “Parties”** means Pay@ and Bill Issuer, and **“Party”** means any one of them, as the context may require;

- 1.24 "Payment(s)"** means any cash, card, voucher and/or mobile payments, as well as cheque payments where applicable, made using the Pay@ System;
- 1.25 "Payment Service"** means the services provided by Pay@ pertaining to the processing of Transactions and collection of Transaction Amounts via a Network under this Agreement;
- 1.26 "Pay@"** means Pay At Services (Pty) Limited, (Reg. No. 2006/027951/07), a company duly registered in accordance with the laws of South Africa, and having its principal place of business at the address specified on the cover page to this Agreement;
- 1.27 "Pay@ Account"** means Pay@'s bank account with a South African bank that has been duly designated to Bill Issuer in writing for receipt of payments, currently being as set out on the cover page of this Agreement;
- 1.28 Pay@ System"** means the computer systems and communications infrastructure used by Pay@ to facilitate the Transactions but excluding all Bill Issuer Systems components and Network Systems;
- 1.29 "Personnel"** means any director, employee, agent, consultant, contractor, sub-contractor, professional advisor or other authorised representative of an entity;
- 1.30 "Transaction"** means an instruction or request regarding a payment from a Client to Bill Issuer (which may include a request for chargeback or refund of a payment) that is submitted to the Pay@ System via a Network System;
- 1.31 "Transaction Amount"** means the amount of the Client payment involved in a Transaction as submitted to and confirmed by the Pay@ System;
- 1.32 "Transaction Data"** means data reflecting Transaction details such as amount due and/or paid, time and date of payment, method of payment, locality of payment, Bill Issuer number, name of Client, receipt number, reference number, etc as may be described in more detail in the Operational Requirements;

2. DURATION

- 2.1** This Agreement shall commence on the Effective Date and continue thereafter for a period of 3 (three) years ("**the Initial Term**"). After the Initial Term, the Agreement shall automatically renew for further consecutive 1 (one) year periods (each a "**Renewal Term**").

- 2.2 Notwithstanding the above, either Party shall have the right to terminate this Agreement or any part of the Payment Services rendered hereunder by giving the other Party 90 (ninety) calendar days' prior written notice thereto, provided that such notice will not be effective before expiry of the Initial Term. Notwithstanding the aforesaid, any provisions hereof which are stated to endure beyond termination for whatever reason, shall do so.
- 2.3 Payment Services that pertains to any specific Network will automatically terminate if and to the extent that such Network withdraws from or terminates its involvement with such Payment Services.
- 2.4 Pay@ shall have the right to immediately suspend its processing of Transactions in whole or in part by way of a written notice thereto:
- 2.4.1 if such processing is or becomes unlawful, including to the extent necessary if any of the licences, authorisations, permissions or consents required in law to permit such processing is not granted or is insufficient or terminates without being renewed;
 - 2.4.2 if Fees that are due to it remain unpaid;
 - 2.4.3 in the event of material non-compliance with the Operational Requirements, or an actual or threatened security breach, money laundering or fraud impacting the Transactions or the Payment Services; or
 - 2.4.4 if Pay@ is required to do so pursuant to an instruction by a relevant Authority;
- in each case, until the cause of the suspension has been adequately addressed.

3. PAYMENT SERVICES

- 3.1 Bill Issuer appoints Pay@ and authorises Pay@ to appoint the Networks for all purposes under applicable law to render the Payment Services, process the Transactions and to receive the corresponding Transaction Amounts from Clients on its behalf, and Pay@ accepts such appointment. The appointment and authorisation of Pay@ and the Networks hereunder include –
- 3.1.1 appointment as payment system operator for the processing of Transactions in compliance with South African Reserve Bank Directive No 2 of 2007; and
 - 3.1.2 appointment as payment agent to receive Transaction Amounts on its behalf in compliance with South African Reserve Bank Directive No 1 of 2007;

and Bill Issuer hereby warrants and confirms that it has taken all necessary steps and is duly authorised under applicable law to make this appointment.

- 3.2 The Parties will work together and with the relevant Networks to implement the Payment Services so as to commence therewith at the planned commencement date. In this regard, the Bill Issuer will be responsible for the timely implementation and configuration of the Bill Issuer Systems (including the necessary connectivity) to interoperate with the Pay@ System, receive the relevant Payment Services and enable the Transactions, all in compliance with the relevant Operational Requirements, including with respect to the format and content of the Transaction Data to be provided to process Transactions, whether on an online real time or offline batch file basis. Pay@ may provide reasonable assistance with such implementation and configuration work.
- 3.3 Bill Issuer will at all times comply with and ensure that the Bill Issuer Systems comply with the Operational Requirements applicable to the Payment Services. Without limiting the aforesaid, Bill Issuer shall be solely responsible for ensuring the maintenance of the components of the Bill Issuer Systems so as to ensure proper interoperation with the Pay@ System in compliance with the Operational Requirements.
- 3.4 Pay@ will endeavour to provide the Bill Issuer with reasonable advance written notice of any adjustments to the Operational Requirements or the Payment Services, which notice will specify the date on which such adjustments are to take effect, it being acknowledged that such notice may not be possible in emergency situations.
- 3.5 Other than in the event of an emergency, Bill Issuer not make changes to the Bill Issuer Systems that may affect the Payment Services without notifying Pay@ well in advance, providing Pay@ with sufficient opportunity to assess and mitigate against the potential impact of such change on the Payment Services, and agreeing the scheduling and process of implementation of such changes with Pay@.
- 3.6 Pay@ will provide a helpdesk to support the Bill Issuer with problems and queries regarding the Payment Services at least during Business Hours and shall advise Clients to direct all such problems and queries to such helpdesk. Bill Issuer will provide an adequately staffed and available telephonic helpdesk to deal with Clients queries regarding the Payment Services on the basis as set out in the Operational Requirements. Bill Issuer will also provide technical

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support for problems with the Bill Issuer Systems affecting the Payment Services on the basis as set out in the Operational Requirements, including by making available the necessary technical Personnel which will be able to resolve such problems raised by Pay@ or the Networks. The Bill Issuer will ensure that its technical support staff are suitably trained and skilled and will perform their duties in a diligent and expeditious manner:

- 3.7 Bill Issuer agrees to actively promote and use all reasonable efforts to encourage the use of the Payment Services by the Clients, including by providing and installing suitable Pay@ approved signage to promote the Payment Services at Bill Issuer premises regularly attended by its Clients and, if required, by providing similar signage for installation at Network premises, by prominently displaying the relevant Bill Issuer Code and a Pay@ logo, in the form and format approved by Pay@, on all its Client Accounts and by promoting the Payment Services on its web sites, and, finally, by regularly informing its Clients of the contact details of the Bill Issuer helpdesk responsible for dealing with Client queries regarding the Payment Services.
- 3.8 The Bill Issuer shall provide Pay@ access to the necessary Client Data on the basis and in the format set out the Operational Requirements. Bill Issuer will be responsible to ensure that such Client Data is accurate and is regularly updated in compliance with the Operational Requirements. Pay@ may use the Client Data for the purposes of providing the Payment Services on the terms contemplated in this Agreement and for such other purposes as may be permitted under applicable law only.
- 3.9 Bill Issuer shall ensure that it obtains and maintains all licences, authorisations, permissions and consents as may be required in law by Bill Issuer to provide the Client Data to Pay@ and the Networks and to authorise Pay@ and the Networks to process and store Transactions, Client Data and Transaction Data for Bill Issuer. Bill Issuer will, upon Pay@ request, provide Pay@ with proof to the satisfaction of Pay@ that Bill Issuer has the necessary licences, authorisations, permissions or consents and Bill Issuer will immediately notify Pay@ in writing of the expiry or termination of any such licence, authorisation, permission or consent.
- 3.9 Each Party will be responsible for complying with applicable law insofar as it may pertain to its collection, processing and storage of the Client Data and Transaction Data. Each Party will take reasonable precautions and implement reasonable security measures to prevent any

unauthorised access, use, alteration or loss of the Client Data or the Transaction Data held by it, including as may be prescribed in the Operational Requirements.

4. PAYMENT

- 4.1 All Transaction Amounts received from Clients will be collected by Pay@, the relevant Network and their Authorised Recipients as agents for and on behalf of Bill Issuer. Pay@ will provide Bill Issuer with a daily payment report regarding Transactions authorised by the Pay@ System reflecting inter alia the aggregate of the Transaction Amounts confirmed for receipt by the Pay@ System for such day net of any refunds and reversals ("**the Aggregate Daily Payment Amount**") and the Fees due to Pay@ in respect of the Transactions involved. Pay@ will pay over to Bill Issuer the Aggregate Daily Payment Amounts as received from the Networks for each day by transferring it into the Bill Issuer Account. Settlement of the Aggregate Daily Payment Amount by Pay@ shall in each case be effected by no later than the second Business Day following the day on which the Transactions occurred so as to permit Pay@ to first obtain settlement thereof from the Networks. Pay@ shall notify Bill Issuer if it becomes aware that such payment may be delayed for any reason whatsoever. In the event of any error in the amount paid over by Pay@ hereunder, Pay@ may add to or deduct such amount from any subsequent payment made by it to Bill Issuer to correct the error, and it will duly notify Bill Issuer of such correction in the corresponding payment report. Alternatively, Pay@ may require a refund from Bill Issuer of any amount paid over in error and Bill Issuer will effect such refund within 48 hours of Pay@'s demand therefore.
- 4.2 Bill Issuer shall be liable for and shall pay the Fees stipulated to be payable to Pay@ in respect of Payment Services supplied by Pay@ at the relevant rates specified in Schedule 2 hereto (as they may be adjusted from time to time in terms hereof). Unless otherwise agreed in writing, the Fees pertaining to the Payment Services will consist of the relevant Bank Charges and a Fee for every Transaction processed by the Pay@ System. The specified Fee rates exclude applicable taxes and duties payable in respect of the rendering of the Payment Services, which shall be payable by the Bill Issuer in addition.
- 4.3 Pay@ may adjust all Fee rates in accordance with its annual pricing cycle and practices generally applicable to its customers like Bill Issuer. The amounts of Bank Charges that may be



recovered from Bill Issuer will adjust in line with any adjustments thereto by the relevant banks, while any agreed Pay@ Fee rates pertaining to the Transactions or Services can be adjusted at least once on 1 March annually taking into account inter alia the change in CPI. Any change in such Fee rates in excess of the change in CPI will be agreed with Bill Issuer before implementation thereof.

- 4.4 Pay@ will provide Bill Issuer with a consolidated monthly Transaction report, tax invoice and statement for the Transactions processed and the Fees due on a monthly basis in arrears. All Fees will be paid by the Bill Issuer within 30 (thirty) days of Pay@'s invoice therefore by way of direct deposit into the Pay@ Account and failing such payment for any reason, Pay@ may deduct the Fees from any Aggregate Daily Payment Amount and pay over such Aggregate Daily Payment Amount net of the Fees. Pay@ will duly notify Bill Issuer of such deduction in the corresponding payment report.

5. TRADEMARK USE

- 5.1 Each Party hereby grants the other a nonexclusive, non-transferable right to use and display and to have the relevant Networks and Authorised Recipients use and display its applicable trademarks in the form and format provided by it for the particular purpose solely in connection with and solely to the extent reasonably necessary for the promotion of the Payment Services in accordance with the terms and conditions hereof and the written instructions of the proprietor of such trademarks. Save as specified herein, a Party is granted no right, title, licence or interest to or in the other Party's trademarks.
- 5.2 A Party will not use or authorise the use of the other Party's trademarks or the trademarks of a Network on any promotional, marketing or advertising materials (whether electronic or printed), without first obtaining the proprietor's prior written approval thereto.
- 5.3 Each Party acknowledges and shall not challenge, nor cause any challenge to the other Party's rights in and to its trademarks or do anything that might harm the reputation or goodwill of the other Party or any of its trademarks. A Party shall also not take any action or cause an action to be taken that is inconsistent with the other Party's rights in its trademarks, nor shall it adopt, use or register any name, trade name, trade mark, service mark or other designation confusingly similar to any of the other Party's trademarks or incorporate in any way a such a

trademark into one of its own trademarks or cause that or assist a third party in performing any of the above.

- 5.4 A Party shall not in any way represent that it has any right of any nature in the other Party's trademarks other than as a licensee and all use of trademarks and the goodwill associated therewith will inure to the benefit of the proprietor of the trademarks.
- 5.5 Each Party shall ensure that the other Party's trademarks and the trademarks of the Networks are not used by it in any manner which may diminish or otherwise damage the trademark proprietor's reputation or its goodwill in such trademark, including, but not limited to, uses which would be deemed to be obscene, pornographic, excessively violent, hateful or otherwise in poor taste or unlawful, or which are designed to encourage unlawful activities.
- 5.6 Each Party agrees to notify the other Party in writing of any conflicting uses of, and applications for registration of a conflicting trademark or any act of infringement, unfair competition or passing off involving a trademark of the other Party of which it acquires knowledge and the other Party shall have the right, at its own option, to proceed against any third party infringing its trademark.
- 5.7 A Party may demand that -
- 5.7.1 the other Party and/or any of the Networks or Authorised Recipients wholly or partially cease the use of any of its trademarks if -
- 5.7.1.1 it determines that such use or the continued use of such trademark may subject it or any third party to legal liability, or may jeopardise its rights in the trademark; or
- 5.7.1.2 a failure to comply with the terms of this clause occurs as it pertains to the use of such trademark and such failure is not remedied promptly following receipt of a written notice thereof; or
- 5.7.1.3 the relevant person's rights regarding the Payment Services terminate for whatever reason;
- 5.7.2 the Bill Issuer wholly or partially cease the use of any trademark of a Network if the relevant Network demands such cessation of use.
- 5.8 Upon revocation by a Party of a person's rights to use a trademark -
- 5.8.1 the other Party shall ensure the immediate cessation of further use of the relevant trademark by the relevant person, or any confusing or deceptive simulation thereof; and

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- 5.8.2 the other Party shall at the instruction of the proprietor of the trademark ensure the destruction or handover to the proprietor of all materials held by the relevant person including labels, advertising matter, printed matter or the like featuring the relevant trademark, as well as any electronic versions thereof;
and certify compliance with such requirements in writing to the proprietor upon request.

6. INTELLECTUAL PROPERTY

- 6.1 Each Party reserves its rights to its Intellectual Property. No rights or licences with respect to the Intellectual Property of either Party or its licensors are granted in terms of this Agreement save that each Party may use the materials and information made available to it by the other Party insofar as may be necessary for the Payment Services
- 6.2 Bill Issuer shall not, and shall not permit, whether directly or indirectly, any third party, except as expressly permitted hereunder to-
- 6.2.1 access, use or share the Payment Services made available to it, or sell, assign, sub-license or otherwise transfer any of its rights with respect to the Payment Services made available to it;
- 6.2.2 access, use, modify, adapt, translate, reproduce, distribute, rent, lease, share, sell, assign, sub-license or otherwise transfer any part of the Pay@ Know-How or Intellectual Property made available to it (including as may be contained in the Pay@ System, the Bill Issuer Codes or Operational Requirements), or otherwise develop a product or render a service that can compete with the Payment Services.
- 6.3 Bill Issuer shall ensure that the Pay@ System, the Bill Issuer Codes and Operational Requirements are used by it and its Personnel for the purposes of the Payment Services only and agrees to notify Pay@ promptly in writing of any transgressing uses thereof.

7. CONFIDENTIALITY

- 7.1 Each Party must treat and hold as confidential all Confidential Information of the other Party which becomes known to them pursuant to this Agreement.

- 7.2 Neither Party shall disclose, publish, release, transfer or otherwise make available Confidential Information of the other Party in any form to, or for the use or benefit of any person or entity without the other Party's written consent.
- 7.3 A Party may disclose Confidential Information of the other Party only to its Personnel who have a need to know (and then only to the extent that each such person has a need to know) such Confidential Information, and shall ensure that such Personnel shall not further disclose and uses the Confidential Information for the purposes of this Agreement only, unless expressly authorised thereto in writing by the proprietor of the Confidential Information.
- 7.4 Each Party will implement internal security procedures at least as strict as it uses for its own information of a similar nature to prevent unauthorised use and disclosure of the other Party's Confidential Information and will take all practical steps to impress upon those Personnel who need to be given access to such Confidential Information, the secret and confidential nature thereof.
- 7.5 All written instructions, drawings, notes, memoranda and records of whatever nature relating to the Confidential Information of a Party which have or will come into the possession of the other Party and its Personnel, will be and will at all times remain the sole and absolute property of the disclosing Party and shall promptly be handed over to such disclosing Party upon request.
- 7.6 Each Party shall promptly notify the other Party if it becomes aware of any breach of confidence in respect of the Confidential Information of the other Party by any of its Personnel or by any person to whom it has divulged such Confidential Information and shall give the other Party all reasonable assistance in connection with any proceedings which it may institute as a result.
- 7.7 The foregoing obligations shall not apply to any information which: -
- 7.7.1 is lawfully in the public domain at the time of disclosure;
 - 7.7.2 subsequently and lawfully becomes part of the public domain by publication or otherwise;
 - 7.7.3 subsequently becomes available to the receiving Party from a source other than the disclosing Party, which source is lawfully entitled without any restriction on disclosure to disclose such information; or

7.7.4 is disclosed pursuant to a requirement or request of an Authority or by operation of law or court order.

8. LIABILITY

- 8.1 Except to the extent that such limitation is not permitted by applicable law and without limiting its liability for payment of Transaction Amounts, the maximum aggregate liability for all amounts whatsoever claimed by Bill Issuer in connection with this Agreement during any 12 (twelve) month period, whether from Pay@ or the Networks or their respective Personnel, shall be limited to the total of the Fees paid or payable in respect of such period, irrespective of the form (whether in contract, delict (including negligence), statute or otherwise) of such legal action.
- 8.2 Pay@, the Networks and their respective Personnel shall not be liable for any indirect, incidental, extrinsic or special or consequential damages or losses (whether foreseeable or unforeseeable) of any kind (including, without limitation, in respect of loss of profits, loss of revenue, loss of goodwill, loss or corruption of data, business interruption, third party claims or other pecuniary loss arising out of a the unavailability, delay in delivery or reliance on the systems, services, payments or data to be provided) arising in connection with this Agreement, whether based on contract, delict (including negligence), statute or otherwise, except to the extent that the limitation of liability contained herein is not permitted by applicable law.
- 8.3 Each Party hereby excludes and disclaims all warranties, whether expressed or implied, statutory or otherwise, except those warranties expressly made in this Agreement.

9. BREACH & TERMINATION

9.1 Should either Party ("the defaulting Party"):-

- 9.1.1 commit a material breach of this Agreement, and fail to remedy such breach within 30 (thirty) days of having been called upon in writing by the other Party ("the innocent party") to do so; or
- 9.1.2 effect or attempt to effect a compromise or composition with its creditors; or
- 9.1.3 be provisionally or finally liquidated or be placed in judicial management, whether provisionally or final; or

9.1.4 cease or threaten to cease to carry on its normal line of business in the Republic of South Africa;

then the innocent Party may, in its discretion and without prejudice to any other right or remedy, terminate this Agreement or any part of the Payment Services being rendered on written notice to the defaulting Party, such termination to take effect on the date specified in the notice.

9.2 Termination shall not affect any rights already accrued as at the date of termination, and termination of one Payment Service will not affect any other Payment Services.

9.3 In the event of termination of Payment Services –

9.3.1 Bill Issuer shall provide reasonably adequate advance notifications its Clients that the relevant Payment Services will no longer be available and Pay@ will be entitled to take such steps as may be required to prevent Bill Issuer access to the Pay@ Systems with respect to such Payment Service and to prevent further Client use of such Payment Services;

9.3.2 Each Party shall discontinue all promotion of the affected Payment Services and refrain from doing anything that would indicate that such Payment Services are still available to Clients; and

9.3.3 Each Party shall deliver, or at the other Party's option destroy, and procure the delivery of or destruction by its Personnel, of all originals and copies of the other Party's Confidential Information and proprietary materials in its or their possession or under its or their control that is relevant to the affected Payment Services and will certify its compliance herewith promptly upon request by the other Party.

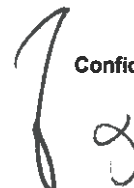
9.4 Termination of this Agreement shall not affect the enforceability of the provisions herein which have been specified or are by their nature required to operate after such expiry or termination, including without limitation, the following provisions: Clause 1 (Definitions), clause 5 (Trademark Use), clause 6 (Intellectual Property), clause 7 (Confidential Information), clause 8 (Liability), clause 9 (Breach & Termination), clause 10 (Relationship), clause 11 (Domicilia), clause 12 (Dispute Resolution) and clause 13 (General).

10. RELATIONSHIP

- 10.1 The Service Schedule does not create a fiduciary relationship between the Parties. The Parties act as independent contractors and neither Party shall have any authority to bind, make any express or implied agreements, warranties, guarantees or representations or incur any debt or liability in the name of or on behalf of the other
- 10.2 Bill Issuer undertakes that it shall not under any circumstances do anything or cause anything to be done which would jeopardise the relationship between Pay@ and its respective Networks and furthermore agrees that breach of this clause would be a breach going to the root of this Agreement entitling Pay@ to cancel immediately. Specifically, and without limiting the aforesaid, Bill Issuer shall not circumvent or attempt to circumvent Pay@ in respect of the Payment Services and, accordingly, shall not prior to or during the term of this Agreement, enter into any other arrangement that involves the appointment of a Network as agent to collect Client payments on its behalf and Bill Issuer shall notify Pay@ immediately if it is approached for the purposes of making such an arrangement.

11. DOMICILIA

- 11.1 The Parties select as their respective domicilia citandi et executandi and for the purposes of giving of notice provided for hereunder or for the serving of legal processes in connection with this Agreement, the physical addresses set out on the cover page to this Agreement or such other address as may be substituted by notice given as herein required.
- 11.2 Either Party may give written notice to the other, change its Domicilium to any other physical address in the Republic of South Africa.
- 11.3 Notice shall be deemed to have been given on the date of delivery if delivered by hand to a responsible person during Business Hours to the designated physical address.
- 11.4 Notwithstanding anything to the contrary stated above, if a notice or communication is actually received by a Party, adequate notice or communication shall have been given, even though it was not delivered in the manner described above.



12. DISPUTE RESOLUTION

- 12.1 Any dispute which arises between the Parties shall in the first place be referred to a joint committee of a Director or Senior Executive Official of each of the parties, or alternates appointed by them, who will use their best endeavours to resolve the dispute within 14 (fourteen) days of the date the dispute has been referred to them.
- 12.2 Should the joint committee be unable to resolve a dispute in accordance with the foregoing, such dispute will be referred to the Chief Executive Officers or Executive Heads of the Parties, who will use their best endeavours to resolve the dispute within 14 (fourteen) days of the date the dispute being referred to them; failing which the Parties may refer the dispute for resolution in accordance with the remainder of this clause.
- 12.3 In the event of any dispute or difference arising between the Parties in connection with this Agreement that is not be resolved in accordance with the foregoing, the said dispute or difference shall on written demand by any Party to the dispute be submitted to arbitration in Cape Town in the English language in accordance with the rules of AFSA.
- 12.4 The arbitrator shall be, if the matter in dispute is principally:
- 12.4.1 a technical matter, an independent technical expert of not less than 10 years experience in the relevant technical area;
 - 12.4.2 an accounting matter, an impartial chartered accountant of not less than ten (10) years standing;
 - 12.4.3 a legal matter, an impartial practising advocate of not less than ten (10) years standing;
- 12.5 If the parties fail to agree whether the matter in dispute is of a legal, accounting or technical nature within seven (7) days after the arbitration has been demanded, it shall be considered to be a legal matter.
- 12.6 Each of the Parties hereby irrevocably agrees that the decision of the arbitrator in the arbitration proceedings:
- 12.6.1 shall be final and binding on each of them; and
 - 12.6.2 will be carried into effect; and
 - 12.6.3 can be made an order of any competent Court to whose jurisdiction the parties are subject.
- 12.7 Any arbitration shall be conducted in camera and the Parties shall treat as confidential and not disclose to any third party details of the dispute submitted to arbitration, the conduct of the

arbitration proceedings or the outcome of the arbitration, without the written consent of the other Party.

- 12.8 Each Party irrevocably consents to the arbitration proceedings described herein, and no Party shall be entitled to withdraw from such proceedings or to claim at such proceedings that it is not bound by this clause.
- 12.9 Nothing shall be deemed to prevent or prohibit a Party from applying to any appropriate Court for an interdict, urgent relief, enforcement of rights in Intellectual Property or Confidential Information or for judgment in relation to a liquidated claim.

13. GENERAL


- 13.1 This Agreement will be governed by and construed in accordance with the law of the Republic of South Africa and all disputes, actions and other matters relating thereto will be determined in accordance with such law and, subject to clause 12, the Parties agree to submit to the exclusive jurisdiction of the South African High Court regarding any and all disputes arising in connection with this Agreement.
- 13.2 Neither Party shall be entitled to assign or otherwise transfer the benefit or burden of all or any part of this Agreement without the prior written consent of the other Party, which consent shall not unreasonably be withheld. By giving the other prior written notice, either Party may cede its rights and delegate its obligations under this Agreement to any entity which acquires all or substantially all of its assets or business or to any successor entity in a merger or acquisition.
- 13.3 A Party shall not be liable for any failure to fulfil its obligations under this Agreement if and to the extent such failure is caused by any circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, earthquakes, fire, explosions, floods, hurricanes, extreme weather, riots, wars, (whether declared or not), hostilities, revolutions, civil disturbance or usurped authority, accidents, embargo or requisition, unforeseeable acts (including failure to act) of any governmental authority (de jure or de facto), sabotage, nuclear incidents, epidemics, general power failures, general communications failures, strikes over which the affected Party have no control, or the failure of any institution whose consent is required for the performance of any obligation hereunder to provide such consent, or delays

in the performance of its sub-contractor caused by any such circumstances as referred to in this clause. The right of relief shall apply irrespective of whether the cause of prevention or delay occurs before or after the agreed due time for such obligations.

- 13.4 For the duration of this Agreement and for a period of 12 (twelve) months after its termination (for whatsoever reason) and save to the extent otherwise agreed in writing, neither Party shall, directly or indirectly, solicit for employment any employee of the other Party, nor shall it solicit, entice, encourage or persuade any such employee to terminate his/her employment with the other Party. General advertisements by a Party will not be considered direct or indirect solicitation and the appointment of a person pursuant to an unsolicited response to such advertisement will not be prohibited hereunder.
- 13.5 If a term in this Agreement is reasonably capable of an interpretation which would make that provision valid and enforceable and an alternative interpretation that would make it void, illegal, invalid or otherwise unenforceable, then that provision shall be interpreted, so far as is possible, to be limited and read down to the extent necessary to make it valid and enforceable.
- 13.6 If the whole or any part of a provision of this Agreement is void or voidable by either Party or unenforceable or illegal, the whole or that part (as the case may be) of that provision, shall be severed, and the remainder of these terms shall have full force and effect.
- 13.7 This Agreement shall be subject to the following rules of interpretation:
- 13.7.1 Headings and sub-headings are inserted for information purposes only and shall not be used in the interpretation of this Agreement.
- 13.7.2 References to:-
- 13.7.2.1 legislation shall be deemed to include such legislation as re-enacted or amended from time to time;
- 13.7.2.2 persons shall include juristic persons such as companies, corporations and partnerships;
- 13.7.2.3 any Party shall, where relevant, be deemed to be references to, or include, as appropriate, their respective successors or permitted assigns;
- 13.7.2.4 the singular shall include the plural and vice versa.
- 13.7.3 When any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a Business Day, in which case the last day shall be the next Business Day.

- 13.7.4 The rule of construction that the Agreement shall be interpreted against the Party responsible for the drafting or preparation of the Agreement, shall not apply.
- 13.7.5 The words "include", "includes", and "including" means "include without limitation", "includes without limitation", and "including without limitation". The use of the word "including" followed by a specific examples shall not be construed as limiting the meaning of the general wording preceding it.
- 13.7.6 Terms other than those defined within the Agreement will be given their plain English meaning, and those terms, acronyms, and phrases known in the information technology industry will be interpreted in accordance with their generally accepted meanings.
- 13.8 No latitude, granting of time or forbearance of a Party hereto regarding the performance of the other Party shall be or be deemed to be a waiver of any term or condition and no waiver of any breach shall operate a waiver of any continuing or subsequent breach. No waiver shall be effective unless it is expressly stated in writing and signed by the Party giving it.
- 13.9 Each Party acknowledges that it has not been induced to enter into the Agreement by any prior representations, warranties or guarantees, whether oral or in writing, except as expressly contained herein. The Agreement constitutes the entire agreement between the Parties in respect of the subject matter thereof and supersede and replace all other agreements, representations or warranties between the Parties pertaining to the subject matter contained in the Agreement, which will no longer be binding on the Parties as from the Effective Date thereof. In addition, no variation or consensual cancellation of the Agreement and no addition to the Agreement shall be of any force or effect unless reduced to writing and signed by the Parties or their duly authorised representatives.

[SIGNATURE PAGE FOLLOWS]



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THUS DONE AND SIGNED AT GEORGE ON THIS 6 DAY OF
FEBRUARY 2019.

WITNESSES:

1. 

2. 


MR K. JORDAAN
DIRECTOR: FINANCIAL SERVICES



FOR AND ON BEHALF OF BILL ISSUER

BEING DULY AUTHORISED THERETO

NAME: MR T. BOTHA

CAPACITY: MUNICIPAL MANAGER

THUS DONE AND SIGNED AT _____ ON THIS _____ DAY OF

WITNESSES:

1. _____

2. _____

FOR AND ON BEHALF OF PAY@

BEING DULY AUTHORISED THERETO

NAME: _____

CAPACITY: _____

SCHEDULE 1 – OPERATIONAL REQUIREMENTS

1. TECHNICAL SPECIFICATION

1.1 Functioning

The solution is based on the following procedures:

- 1.1.1 Pay@ interfaces with the Bill Issuer in order to get access to payment/transaction data.
- 1.1.2 Bill Issuer Clients are informed by the Bill Issuer of the availability of the additional payment channel on the Client Account documentation or other means of communication.
- 1.1.3 By capturing the unique Bill Issuer or Traffic Fine Number, as indicated on account or traffic fine documentation, on Network payment devices, the amount owed will be indicated.
- 1.1.4 The Client paying for account or fine has the opportunity to accept or decline the payment of the amount indicated, make a partial payment, or multiple payments, depending on the business rules of the Bill Issuer.

2. SUPPORTING PROCESSES

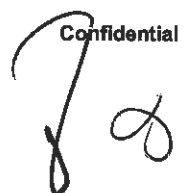
2.1 Process Flows

Once the unique Bill Issuer number for an account payment has been captured, the process flow between the Bill Issuer and Pay@ is initiated. The process flow consists of the components described below:

- 2.1.1 Info request message. Pay@ sends a request to the Bill Issuer, the request message indicates the unique Bill Issuer or Traffic Fine number as provided by the Client.
- 2.1.2 Info reply message. On receipt of the request message the Bill Issuer must electronically or on a file basis send a reply message, providing Pay@ with detailed information regarding the account payment, verifying that all the information contained therein, is to the best of its knowledge, correct. The response message need to include the following information: unique Bill Issuer number; indicate



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whether the account is still payable, if payable; payment due date; payment amount. On receipt of the response message the account information is presented to the Client who will then have the option to accept or decline the payment. Pay@ is not responsible for the correctness of the information presented to the Client.

- 2.1.3 Payment completion message. If the transaction is successfully completed Pay@ will inform the Bill Issuer that payment was made, and on receipt of this payment message the Bill Issuer is required to change the status of the Clients' record from unpaid to paid.
- 2.1.4 Completion reply message. On completion of change of status of the Clients' record the Bill Issuer is required to inform Pay@ that the required status change has been made.
- 2.1.5 Daily reconciliation. Pay@ will provide the Bill Issuer with a daily reconciliation file indicating the total number of transactions completed for the specified date as well as the full amount received during the specified date.

2.2 Communication Protocol

The layout of the data in the messaging between the Bill Issuer and Pay@ will be via Web services.

2.3 Transaction Security and Integrity

Each Party is responsible for ensuring that all messages sent by it are secured as specified in the communication protocol.

3. SYSTEM RESPONSIBILITIES


RESPONSIBILITY	REQUIREMENT
System availability	BILL ISSUER must provide Pay@ access to the Client Data database in a secured Bill Issuer System environment which guarantee 24x7 up-time and data availability




RESPONSIBILITY	REQUIREMENT
Support with regards to database availability	BILL ISSUER shall in conjunction with its database service provider, provide an 8 x 7 telephonic support to Pay@ to enable Pay@ to log calls relating to the inability of Pay@ to access the Client Data. All calls will be logged and allocated a unique reference number.
Updates	BILL ISSUER shall, during normal working days provide data updates within an 8 hour working day cycle and update the Client Data database.
Transactions	BILL ISSUER shall allow Pay@ to interface into its database and do enquiries on and upload completed Transaction Data on a daily basis to ensure that the completed payments are reflected in the Client Data.
Response times	Standard responses to Pay@ requests for Client Data must not exceed 3 seconds.
Upgrades and enhancements	Any changes to the solution need to be communicated in writing between the Parties in order to facilitate implementation.

3. TRANSACTION RESPONSIBILITIES

RESPONSIBILITY	REQUIREMENT
Validation	The Pay@ System will query the Client Data database made available to it by Bill Issuer to verify the validity of a payment. The Parties must agree the rules applicable to the validation of Transactions in writing and Transactions should not be validated otherwise than in compliance with such rules.
Completion	The Pay@ System will provide a payment 'completion message' to the Bill Issuer Systems on completion of the payment transaction between Pay@, the Client and the Network. The BILL ISSUER must ensure that the Bill Issuer Systems confirms receipt thereof via a 'completion reply message' as per the technical specifications.

RESPONSIBILITY	REQUIREMENT
Reporting	To enable the BILL ISSUER to reconcile the Transactions for a specific day, Pay@ will be responsible to provide BILL ISSUER with a reconciliation file by 08:00 am the following Business Day indicating the details of the number of payments received for the previous day as well as the full amount received during that specific day.
Settlement	Transaction Amounts received will be settled to the BILL ISSUER'S Bank Account by no later than the second Business Day after the Transactions are completed.

Handwritten signature and initials in black ink, located at the bottom right of the page.

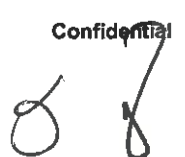
SCHEDULE 2: FEES


Fees									
Hereby Pay@ is appointed as sole service provider for the following Networks:		Bill Payments	Traffic Fines	Merchant Fees (excl. Vat): (See Note 2)					
		Transaction Fee (excl. Vat): (See Note 1)	Transaction Fee (excl. Vat): (See Note 1)	Cash Handling / EFT Fee	Debit Card Fee	Credit Card Fee	Bank Charge Online Banking	Bank Charge Portal	
		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>						
Ackermans, Flash Traders, JD Group & PEP	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	R4.50	R8.00	0.70%	1.50%	1.50%	-	-	
Card Payments	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	R2.65	R6.00	-	1.80%	1.80%	-	-	
Massmart	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	R4.50	R8.00	0.35%	0.75%	2.25%	-	-	
MasterPass	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	R2.65	R6.00	-	0.73%	1.83%	-	-	
Nedbank My eBills	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	R4.50	R8.00	0.00%	0.00%	0.00%	0.35%	1.85%	
Pick n Pay & Boxer	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	R4.50	R8.00	0.20%	0.61%	1.65%	-	-	
Shoprite Checkers	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	R4.50	R8.00	0.35%	0.75%	2.25%	-	-	
Snapscan	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	R2.65	R6.00	-	0.90%	2.10%	-	-	
SPAR / Blue Label Kiosk	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	R4.50	R8.00	0.50%	0.85%	2.50%	-	-	
SPAR Direct (In Lanes)	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	R4.50	R8.00	0.50%	1.25%	1.25%	-	-	
Top it Up	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	R4.50	R8.00	0.50%	1.00%	2.50%	-	-	
Zapper	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	R2.65	R6.00	-	0.73%	1.83%	-	-	
Note 1	Note 1: Transaction fee fixed for 12 months after appointment, thereafter to increase annually and the average CPI figure as released by Statistics South Africa or its successor-in-title for the 12 (twelve) months preceding such anniversary date shall be used as guideline for the increase but will not be more than 6%.								
Note 2	The Bank Charge quoted exclude VAT and is calculated on the Transaction Amount paid by the Client. Rates will vary depending on the Network involved and the type of payment.								

SCHEDULE 3: PAYMENT SERVICE SCHEDULES

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A handwritten signature in black ink, consisting of a stylized 'S' followed by a loop and a vertical stroke.

	Pay At Services (Pty) Ltd Reg No. 2006/027951/07	Old College Building, 35 Church Street, Stellenbosch, South Africa P O Box 53, Stellenbosch, 7599, South Africa Telephone +27 (0)21 886 5557 Fax +27 (0)86 539 8285
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Municipal Bill Issuer Service Schedule

Biller Legal Entity Name		Pay@ Client Relationship Manager		Referred by (if applicable)
George Municipality		Charlie Goodrick		N/A
Name of Biller (on reports and/or receipts)				
Contact details:	Business	Marketing		Recon & Settlement
Name	Henry Mitchell	Adele van Rensburg		Ronel Harmse
Contact number	044 801 9031	044 801 9118		044 801 9081
Email address	hmtmitchell@george.gov.za	avanrensburg@george.gov.za		rharmse@george.gov.za
Bank Account Details				
Bank	ABSA Bank	Branch code	632 005	
Bank account no	010 2222 098 1	Branch	George Public Sector	
Account holder	George Municipality	Settlement Option	Gross Settlement	
Documents Required				
<input checked="" type="checkbox"/> Letter confirming bank details (not older than 3 months) <input type="checkbox"/> Debit order mandate				

Fees									
Hereby Pay@ is appointed as sole service provider for the following Networks:		Bill Payments	Traffic Fines	Merchant Fees (excl. Vat) (See Note 2)					
		Transaction Fee (excl. Vat) (See Note 1)	Transaction Fee (excl. Vat) (See Note 1)	Cash Handling / EFT Fee	Debit Card Fee	Credit Card Fee	Bank Charge Online Banking	Bank Charge Portal	
		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>						
Ackermans, Flash Traders, JD Group & PEP	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	R4.50	R8.00	0.70%	1.50%	1.50%	-	-	
Card Payments	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	R2.65	R6.00	-	1.80%	1.80%	-	-	
Massmart	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	R4.50	R8.00	0.35%	0.75%	2.25%	-	-	
MasterPass	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	R2.65	R6.00	-	0.73%	1.83%	-	-	
Nedbank My eBills	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	R4.50	R8.00	0.00%	0.00%	0.00%	0.35%	1.85%	
Pick n Pay & Boxer	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	R4.50	R8.00	0.20%	0.61%	1.65%	-	-	
Shoprite Checkers	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	R4.50	R8.00	0.35%	0.75%	2.25%	-	-	
Snapsan	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	R2.65	R6.00	-	0.90%	2.10%	-	-	
SPAR / Blue Label Kiosk	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	R4.50	R8.00	0.50%	0.85%	2.50%	-	-	
SPAR Direct (In Lanes)	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	R4.50	R8.00	0.50%	1.25%	1.25%	-	-	
Top it Up	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	R4.50	R8.00	0.50%	1.00%	2.50%	-	-	
Zapper	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	R2.65	R6.00	-	0.73%	1.83%	-	-	
Note 1:	Note 1: Transaction fee fixed for 12 months after appointment, thereafter to increase annually and the average CPI figure as released by Statistics South Africa or its successor-in-title for the 12 (twelve) months preceding such anniversary date shall be used as guideline for the increase but will not be more than 6%.								
Note 2:	The Bank Charge quoted exclude VAT and is calculated on the Transaction Amount paid by the Client. Rates will vary depending on the Network involved and the type of payment.								

Service Provider:		IT Contact Details:	
Name	Gabiebah Kamaldien	Name	Jocelyn Krotz
Contact number	021 818 1411	Contact number	044 801 9151
Email address	Gabiebah.Kamaldien@bytes.co.za	Email address	jkrotz@george.gov.za

Business Requirements Specification			
Biller Category:	<input checked="" type="checkbox"/> Municipal Account Payment <input type="checkbox"/> Traffic Fine Payment		LA Code: WC044
Data File Update Frequency:	<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input checked="" type="checkbox"/> Monthly	Biller Name on Receipt:	George Municipality
Online Confirmation:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Call Centre Number:	044 801 9004 / 9009 / 9017 / 9518

Tender F1N030/2018

8
9

Minimum Amount:	R	Maximum Amount:	R
Payment Option:	<input checked="" type="checkbox"/> Bills – Partial Payments <input type="checkbox"/> Traffic – Exact Payments		

You hereby appoint Pay@ and authorise Pay@ to appoint the payment network operator(s) (and the authorised users of their payment systems) and to use the payment mechanisms designated on this form (as well as any other payment network operators and payment mechanisms approved in the manner prescribed below) to receive and/or assist Pay@ to receive payments on your behalf for all purposes under applicable law.

Pay@ may notify you if new network operators or payment mechanisms become available for collecting payments on your behalf and of the applicable fees for using them. You may object to our use of any such new network operator or payment mechanism by notifying us in the manner prescribed in the notice, failing which you will be deemed to have approved it and such network operator or payment mechanism and the applicable fees will be included in and form part of this Service Schedule.

This service schedule is subject to Pay@'s prevailing standard payment services terms for bill issuers which will apply to the services rendered under this service schedule save to the extent otherwise agreed in writing. The terms are available on request.

MR. T. BOTHA		15/6/2019		
Name of Biller Signatory	Billers Acceptance Signature	Billers Signature Date	Pay@ Authorisation Signature	Pay@ Signature Date

MR. T. BOTHA



Tender F1N03012018



Retail and Business Banking

1st Floor
Absa Building
106 York Street
George, 6529
Po Box 577
Port Elizabeth, 6000
South Africa

T +27 44 803 3000
F +27 44 884 1401
Swift address: ABSAZAJJ
absa.co.za

21 January 2019

Dear Sir/Madam

Confirmation of Banking Details

We hereby confirm that the following client **George Municipality** has an account with ABSA Bank and the details are as follows:

<u>Account Name</u>	: GEORGE MUNICIPALITY
<u>Absa account number</u>	: 10-2222-0981
<u>Absa account type</u>	: Business ACCOUNT
<u>Branch code</u>	: 632005
<u>Swift address</u>	: ABSA ZA JJ
<u>Branch</u>	: Public Sector
<u>Date Opened</u>	: 04 June 1998
<u>Registration number</u>	: n.a

- This report does not confirm funds or the conduct of the account in any way
- This information is to be treated in the strictest of confidence and may only be used in the context which it is given
- This report is given in confidence and on request of our client **George Municipality**

Absa Bank and/or its employees shall not be held responsible for any loss, damage or liability which may arise directly or indirectly from the provision of this letter of confirmation.

Yours Sincerely

Byron Andrews

Relationship Executive

T +27 (0)44 803 3109 M +27 (0)79 874 4593 E Byron.Andrews@absa.co.za

Absa Bank, 1st Floor, 106 York Street, George, 6529, South Africa www.absa.co.za

Absa Bank Limited Reg No 1930/0047/04/06 Authorized Financial Services Provider Registered Credit Provider Reg No NCRO77

Tender FIN03012018