

**MAHALA RETAILER AGREEMENT:**

**1. BACKGROUND:**

MAHALA and the Retailer hereby agree that the Retailer will participate in MAHALA programme in the manner whereby the MAHALA members or the Retailer’s customers purchase goods or services from the Retailer and then rewards with the agreed **rebate** as set-out in clause 12 of this agreement. Mahala will deliver the rebate through the relevant transaction type.

**2. COMMENCEMENT AND DURATION:**

This agreement shall commence on the date of signature hereof and continue for the agreed term of 6 (six) months and will continue after expiry indefinitely on a month to month basis until either party cancels this agreement with a 30 (thirty) days’ notice period in accordance with the Termination clause (4) of this agreement.

**3. RETAILER’S OBLIGATIONS:**

The Retailer hereby agrees, including but not limited to/that;

**3.1 GENERAL**

**3.1.1** Each customer wanting to participate has to register on the Retailer programme in the prescribed format in order to participate in the Programme (R750 Option only).

**3.1.2** The Retailer will display the agreed in-store material as provided by MAHALA.

**3.1.3** The Retailer will take care of the marketing materials and contact MAHALA promptly should material need replacement.

**3.1.4** The Retailer will approve the designs for the loyalty card / vouchers provided by MAHALA.

**3.1.5** The Retailer shall assist MAHALA in dealing with any complaints from members regarding the loyalty platform whereby a member has various ways to lodge a complaint (mobile: www.mahala.mobi, Call Centre: 086024252 and On-line: [www.mahalas.co.za](http://www.mahalas.co.za)).

**3.1.6** Mahala cannot be held liable for the quality or the availability of the Retailer’s products / services, only the Retailer providing the products / services can be held liable. Should the member not be satisfied with the products or services rendered by the Retailer, the member/customer can raise his/her complaint with the Retailer directly.

3.1.7 The Retailer will honour the product offering / negotiated rebate to all the members as set out in this agreement.  
3.1.8 Mahala will ensure that all marketing material provided to the Retailer, are true and that no false or misleading representation is made with regards to the loyalty offering presented to customers / members.

**4. TERMINATION:**

4.1 The monthly package chosen is subject to a 6 (six) month term and can only be cancelled with written 30 days’ notice and/or the fees for the term or portion thereof have been paid in full.

4.2 Notwithstanding the provisions of clause 4 of this agreement, any party may at any time, by notice in writing to the other party, terminate this agreement with immediate effect in the event that either party commits irremediable material breach of any provisions hereof, included but not limited to clause 4.2.1, 4.2.2, 4.2.3 & 4.4, provided that such notice will not be given prior to the breaching party having been informed in writing to rectify the breach within 10 (ten) days, failing which a termination letter as stated may be issued,

4.2.1 Breach the confidentiality provision contained herein or,

4.2.2 Should the partner fail to pay the amounts owed to MAHALA within 30 days of a payment default,

4.2.3 where the Retailer commits an act that adversely affects the reputation of MAHALA in any way or form.

4.2.4 Where the Retailer commits an act of insolvency.

4.3 The Retailer shall upon termination of this agreement immediately pay to MAHALA all monies due and unpaid up to and including such date of termination.

4.4 The Mahala member owns all the points that he/she accumulates in his/her e-Wallet within MAHALA.

4.4.1 **Where a Retailer is issuing loyalty cards (R750 Option):** When the Retailer terminates the agreement, all points accumulated up to date remains the property of the member and the member will be given an opportunity to redeem the remaining points at the Retailer within thirty (30) days of termination.

4.4.2 MAHALA will notify members on the Mahala member site ([www.mahalas.co.za](http://www.mahalas.co.za)) of any Retailer’s termination and the Retailer will communicate to their own member

via SMS or e-mail of their intention to cancel their loyalty programme with Mahala, allowing the members 30 (thirty) days at least to redeem their points.

4.4.3 **Where a Retailer is NOT issuing loyalty cards and only providing a rebate to Mahala members:** When the Retailer terminates the agreement, all points accumulated up to date remains the property of the member and can be used without limitation at all the remaining Retailers on the loyalty platform.

4.5 The Retailer agrees that a communication will be sent by MAHALA to the affected members confirming the removal of the Retailer’s offer from MAHALA and the reversal of his/her points when the invoice is not paid within 10 (ten) days from invoice or on termination without payment.

4.6 In the event that the member/cashier status moves to inactive (no transactions in 12 month period), MAHALA will deduct a monthly administration fee of R6.50 from the member/cashier e-Wallet until such time as their point balance reaches zero. This administration fee may be adjusted annually to make provision for inflation, in which case such adjustment will be in accordance with the average CPIX index over the preceding 12 (twelve) months. In this period the member may utilize their points in the normal fashion. Once the inactive member’s point balance reaches zero, the member’s membership will be terminated from the programme automatically.

**5 Retail Packages: Mark with “X”**

5.1 **Free Option:**   
Retailer offer **rebate** to Mahala member base and affiliates.

5.2 **R250.00 pm Option:**   
Retailer offer rebate to Mahala member base and receives a dedicated mailer pm, 100 x SMS pm and limited marketing support.

5.3 **R750 pm Option:**   
Retailer rolls out Mahala memberships to his/her loyal customers at no cost to the Retailer (membership fees). All membership data and POPI compliance will be monitored and the Retailer have to comply within the Mahala Privacy Policy Structure and POPIA rules obtainable on [www.mahalas.co.za](http://www.mahalas.co.za) / [www.mahala.mobi](http://www.mahala.mobi). Included are 160 x kick-off bonus cardboard cards personalised for the Retailer, monthly communication (1 x e-mail & SMS p/customer), marketing support & standard reporting.



- 5.4 The Retailer will pay the first monthly fee 7 (seven) days from signing and thereafter monthly per invoice. Fees are due by the 10<sup>th</sup> of the month following month.
- 5.5 Should the Retailer issue loyalty packs to his/her customers, MAHALA will provide the branded plastic loyalty cards at an additional cost.
- 5.6 MAHALA will combine the monthly package fee and the rebate accumulated through the members' spend for that calendar month and deduct via debit order or EFT if the invoice exceeds R5 000.
- 5.7 The monthly payments as per clause 5.1 – 5.4 are subject to an annual increase which will be communicated to the Retailer in advance in writing.
- 5.8 The Retailer will be invoiced for the OTP pin SMS costs (e-wallet redemptions).
- 5.9 MAHALA retains 40% of the Retailer rebate for administration & switching fees. 1 (One) point equals 10c within the MAHALA programme (e.g. 150 points = R15.00).
- 5.10 Mahala will charge R5.00 for every Freebie claimed by a member and will be invoiced monthly.
- 6. LIABILITY AND REMEDY:**
- 6.1 The parties shall be exempt from and shall not be liable under any circumstances for any indirect or consequential damages of any nature or any loss or profit or other special damages which the Retailer or MAHALA may suffer as a result of the implementation of this agreement.
- 6.2 The parties hereby also are exempted from any loss or damage to any property of the Retailer or MAHALA including but without limitation to the loss of data and information, save for such damages caused by the gross negligence of a party.
- 6.3 Mahala is the loyalty platform that is implemented by the Retailer to administrate their loyalty programme. The Retailer provides the rebate/discount on their products or services as per the signed agreement between the Retailer and Mahala. Mahala can carry no liability on the products or service rendered by the Retailer or if the Retailer fails to pay the negotiated rebate.
- 7. CONFIDENTIALITY:**
- 7.1 Both parties undertake that they will not at any time during this agreement, or after termination thereof, disclose any information that comes to its knowledge as a result hereof, including but not

- limited to technical or commercial information, trade secrets, information and documentation relating to the Mahala Loyalty Programme, computer system, use and the administration of the MAHALA Programme, details of all Members and MAHALA methods of carrying on business and the contents of this agreement.
- 7.2 The Retailer agrees that all copyright and other intellectual property rights of what so ever nature in the MAHALA and in all documentation and information relating to the Mahala Loyalty Programme belongs to and vest in MAHALA, including without limitation, information and data supplied by the Retailer to MAHALA which shall become the property of MAHALA to be used at its own discretion upon delivery to MAHALA.
- 7.3 Any use of the MAHALA name or corporate logo in any Retailer's material shall be subject to the prior written approval of MAHALA and vice versa.
- 7.4 Should the Retailer collect data of their own loyal members, MAHALA will manage and maintain the data and apply the same confidentiality clause as stipulated in 7.2.
- 8. DOMICILIA:**  
The parties respectively choose as their *domicilia citandi et executandi* (physical address where all notices and processes of court will be delivered and served) as set out below. Any notice to any party shall be addressed to it at its *domicilium* and shall be sent either by pre-paid registered post, by hand or by email.
- MAHALA:**  
Postal Address: PO Box 9843, Zwartkops,  
Physical Address: 82 Aspen Crescent,  
Zwartkops X4, 0157  
E-mail: [info@mahalas.co.za](mailto:info@mahalas.co.za)  
Tel: 012 – 643 0384
- The Retailer:**  
Contact Person (Owner): Name & Surname
- \_\_\_\_\_
- ID no: \_\_\_\_\_
- Physical Address of Store:
- \_\_\_\_\_ Code: \_\_\_\_\_
- E-mail: \_\_\_\_\_
- Cell no: \_\_\_\_\_
- Web address: \_\_\_\_\_
- GPRS coordinates: \_\_\_\_\_
- 9. GENERAL:**
- 9.1 This Agreement contains the entire agreement of the parties and there are no promises or conditions in any other prior agreement whether oral or written. This Agreement supersedes all other

- verbal or written agreements made prior to or concurrent with this Agreement.
- 9.2** The Retailer shall have no authority or power to bind MAHALA in any way or for any purpose whatsoever save as is expressly provided for in this agreement.
- 9.3** The Retailer shall pay interest on any outstanding amounts due and payable for more than 3 (three) months and which have been formally demanded in writing in terms of this agreement. Such interest shall be calculated on an annual basis at the prime rate charged by ABSA Bank and shall be paid monthly in arrears. Interest shall be capitalized on the last day of each and every month. A certificate by the Manager or Accountant of this bank aforesaid (whose appointment shall not require proof) shall be *prima facie* (on face value) proof of the rate of interest to be paid by the Retailer in terms thereof.
- 9.4** The provisions of this agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.
- 10 FORCE MAJEURE**
- 10.1 Neither Party will be liable to the other for any failure to fulfil its obligations under this Agreement if and to the extent such failure is caused by any circumstances beyond its control, including but not limited to failure of electrical, telecommunications or lines, flood, fire, earthquake, war, tempest, hurricane, industrial action, government restrictions or acts of God, provided that a Party affected by such circumstances will notify the other Party thereof as soon as is reasonably possible and will endeavour to resolve such circumstance with all reasonable speed and efforts.
- 10.2 Should a Party be unable to fulfil its obligations under this Agreement for a period in excess of 15 (fifteen) Business Days due to circumstances beyond its control the other Party will be entitled, within a reasonable time, to cancel this Agreement forthwith by written notice to the other Party, without affecting its rights.
- 11 SETTLEMENT OF DISPUTES**
- 11.1 If any dispute arises out of or in connection with this Agreement, or related thereto, whether directly or indirectly, the Parties may refer the dispute for resolution firstly by way of negotiation and in the event of that failing, by way of mediation and in the event of that failing, by way of Arbitration.

The reference to negotiation and mediation is a precondition to the Parties having the dispute resolved by arbitration, but not if a party opts to resolve the dispute by way of litigation.

11.2 A dispute within the meaning of this clause exists once one Party notifies the other in writing of the nature of the dispute and requires the resolution of the dispute in terms of this clause.

11.3 Within 10 (ten) business days following such notification, the Parties shall seek an amicable resolution to such dispute by referring such dispute to designated representatives of each of the Parties for their negotiation and resolution of the dispute. The representatives shall be authorized to resolve a binding dispute.

11.4 In the event of the negotiation between the designated representatives not resulting in an agreement signed by the Parties resolving the dispute within 15 (fifteen) business days thereafter, the Parties must refer the dispute for resolution by way of mediation in accordance with the then current rules of the Arbitration Foundation of Southern Africa ("AFSA").

11.5 In the event of the mediation envisaged in the preceding clause failing in terms of the rules of AFSA, the matter must, within 15 (fifteen) business days thereafter, be referred to arbitration as envisaged in the clauses below.

11.6 The periods for negotiation or mediation may be shortened or lengthened by written agreement between the Parties.

11.7 Each Party agrees that the Arbitration will be held as an expedited arbitration in Johannesburg in accordance with the then current rules for expedited arbitration of AFSA by 1 (one) arbitrator appointed by agreement between the Parties, including any appeal against the arbitrator's decision. If the Parties cannot agree on the arbitrator or appeal arbitrators within a period of 10 (ten) Business Days after the referral of the dispute to arbitration, the arbitrator and appeal arbitrators shall be appointed by the Secretariat of AFSA.

11.8 The provisions of this clause shall not preclude any Party from exercising its common law rights to approach any appropriate and competent court of law for relief at any time.

11.9 The references to AFSA shall include its successor or body nominated in writing by it in its stead.

11.10 This clause is a separate, divisible agreement from the rest of this Agreement and shall remain in effect even if the Agreement terminates, is nullified or cancelled for whatsoever reason or cause.

**12. REBATE:**

I will commit to the following rebate:

%

12.1 Percentage Driven Rebate:

My own loyalty programme

(R750 option only):

%

Any exclusions or terms applicable:

Fraud Alert Max Transaction value:

12.2 Product Driven Rebate:

Stamps/Freebies

(List products: Stamps collection)

(List products: Freebies)

Expiry Date of Freebies (e.g. 3/6/12 months):

**RETAILER:**

Signed at \_\_\_\_\_ on

this \_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
Signature: Representative from the RETAILER

Capacity: \_\_\_\_\_

Duly authorized thereto

Witness: \_\_\_\_\_

**MAHALA LOYALTY PROGRAMME:**

Signed at \_\_\_\_\_ on this \_\_\_\_\_

day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
Signature: Representative from Mahala

Capacity: \_\_\_\_\_

Duly authorized thereto

Witness: \_\_\_\_\_

**Approval Codes: Accrual of Rebate**

Your Cashiers/Staff details:

Name & Surname: \_\_\_\_\_ Cell: \_\_\_\_\_

1 |

ID no: \_\_\_\_\_

Approval code: \_\_\_\_\_ (official use)

2 |

ID no: \_\_\_\_\_

Approval code: \_\_\_\_\_ (official use)

3 |

ID no: \_\_\_\_\_

Approval code: \_\_\_\_\_ (official use)

4 |

ID no: \_\_\_\_\_

Approval code: \_\_\_\_\_ (official use)

5 |

ID no: \_\_\_\_\_

Approval code: \_\_\_\_\_ (official use)

**Approval Codes: Redemption (OTP)**

Your Managers/Owner:

Name & Surname: \_\_\_\_\_ Cell: \_\_\_\_\_

1 |

ID no: \_\_\_\_\_

Approval code: \_\_\_\_\_ (official use)

2 |

ID no: \_\_\_\_\_

Approval code: \_\_\_\_\_ (official use)

Where did you hear about Mahala?

**OFFICIAL USE:**

**Retailer Login Details:**

Retailer COMM ID:

CIS no:

Password:

Retailer Sign-up Code:

**Mahala Contact Info:**

Tel: 012-643 0384

0860 624252

Web: [www.mahalas.co.za](http://www.mahalas.co.za)

[www.mahala.mobi](http://www.mahala.mobi)

[www.mahala.biz](http://www.mahala.biz)

E-mail: [retail@mahalas.co.za](mailto:retail@mahalas.co.za)

**YOUR ACCOUNT EXECUTIVE:**

Name & Surname: \_\_\_\_\_

Contact Details: \_\_\_\_\_

You need to complete the debit order authorisation details for Mahala to invoice you monthly for the rebates claimed by our members. The rebate is kept in our member's e-wallet for them to spend back at your store at a later stage.

### DEBIT ORDER AUTHORISATION:

I/We, undersigned (Name & Surname):	
in my capacity as / duly authorised as: <input type="checkbox"/> Owner <input type="checkbox"/> Manager	of (Company Name):
Account Type: <input type="checkbox"/> Cheque <input type="checkbox"/> Savings <input type="checkbox"/> Transmission	Account No. <input type="text"/>
Account Holder:	Name of Bank: <input type="text"/> Branch Code: <input type="text"/>
Day of Deduction: <input type="checkbox"/> 1st <input type="checkbox"/> 16th <input type="checkbox"/> 26th <input type="checkbox"/> 30th	Reference: MAHALA001 <small>This will be the name appearing on your bank statement</small>

### Agreement:

I/we hereby authorise Mahala to issue and deliver payment instructions to my / our banker for collection against my/our abovementioned account at my/our abovementioned bank. The individual payment instructions so authorised to be issued, must be issued and delivered according to the abovementioned interval on the date when the obligation in terms of Agreement is due and the amount of each individual payment instruction may not differ as agreed to in terms of the Agreement.

The payment instructions so authorised to be issued, must carry a number, which number must be included in the said payment instruction and if provided to me / us should enable me / us to identify the agreement on my / our bank statement.

I/we agree that the first payment instruction will be issued and delivered as per collection instruction. If however, the date of the payment instruction falls on a non-processing day (weekend or public holiday). I/we agree that the payment instruction may be debited against my / our account on the following or previous business day. If the Agreement is also ceded or assigned to that third party.

By checking this box, you agree to receive promotional emails and other materials from Mahala Loyalty Programme and its affiliates. Information requested is for Mahala Loyalty Programme marketing purposes only and will not be sold or shared with a third party. Marketing emails provide a one-click method to unsubscribe from the distribution list.

SIGNATURE OF ACCOUNT HOLDER

DATE