

MAHALA RETAILER AGREEMENT:

1. BACKGROUND:

MAHALA and the Retailer hereby agree that the Retailer will participate in MAHALA loyalty programme in the manner whereby the MAHALA members or the Retailer's customers purchase goods or services from the Retailer and in return be rewarded with the agreed **rebate** as set-out in clause 11 of this agreement. MAHALA will deliver the rebate through the relevant transaction type.

- a. MAHALA is the loyalty platform that is implemented by the Retailer to administrate their loyalty programme.
- b. The Retailer provides the rebate/discount on their products or services as per the signed agreement between the Retailer and MAHALA.

2. COMMENCEMENT AND DURATION:

This agreement shall endure for an initial period of 6 (six) months from the signature date ("initial period"). In the event that this agreement is not duly cancelled, in writing, after the initial period, this agreement will continue on a month-to-month basis until such time as either party provided 1 (one) month's written notice of cancellation.

3. RETAILER'S RESPONSIBILITIES:

- 3.1 Each customer/member wishing to participate in the MAHALA loyalty programme has to register on the Retailer programme in the prescribed format in order to participate in the programme (R750 Option only).
- 3.2 The Retailer will display the agreed upon in-store material as provided for by MAHALA and contact MAHALA promptly should any additional material be required.
- 3.3 The Retailer will approve the designs for the loyalty card/vouchers provided for by MAHALA.
- 3.4 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).
- 3.5 The Retailer will solely be responsible for the quality or the availability of the Retailer's products/services.
- 3.6 The Retailer will honour the product offering and/or negotiated rebate to all the members as set out in this agreement.
- 3.7 Retailer rolls out MAHALA memberships to his/her loyal customers at no cost to the Retailer (membership fees).
- 3.8 All membership data and POPI compliance will be monitored and the Retailer have to comply with the MAHALA Privacy Policy Structure and POPIA rules accessible on www.mahalas.co.za / www.mahala.mobi.

4 RETAIL PACKAGES: Please mark the applicable option with "X"

4.1 **R750 Option:** All tracking is done via mobile phone / app.

- This package includes:
 - 160 x kick-off bonus cardboard cards personalised for the Retailer;
 - monthly communication (1 x e-mail & SMS p/customer);
 - marketing support;
 - standard reporting.
- The Retailer will pay the first monthly fee 7 (seven) days from the signature date and thereafter monthly as per invoice due date.
- In the event that the Retailer issue loyalty packs to his/her customers, MAHALA will provide the branded plastic loyalty cards at an additional cost.
- The Retailer has the option to have a white label mobile platform, such service will be charged separately at an amount of R25 000.00 (once-off) VAT exclusive.

4.2 **R1 350 per month Option:** All tracking is done via a POS device and/or mobile phone / app.

- This package includes:
 - 1 POS Device compatible with Mahala system with 2 x SIM Cards.
 - 100 x kick-off bonus Mahala plastic cards for the Retailer (R10 p/card there-after);
 - monthly communication (1 x e-mail & SMS p/customer);
 - marketing support;
 - standard reporting.
- The Retailer will pay the first monthly fee 7 (seven) days from the signature date and thereafter monthly as per invoice due date.
- In the event that the Retailer issue loyalty packs to his/her customers, MAHALA will provide the branded plastic loyalty cards at an additional cost.
- The Retailer has the option to have a white label mobile platform, such service will be charged separately at an amount of R25 000.00 (once-off) VAT exclusive.

4.3 1 (One) point equals 10c within the MAHALA programme (e.g. 150 points = R15.00).

4.4 The Retailer will be invoiced for the OTP pin SMS costs (e-wallet redemptions).

4.5 MAHALA will charge R5.00 for every "freebie" claimed by a member and will retain 40% of the Retailer-rebate for administration & switching fees where applicable and will invoice the Retailer accordingly.

4.6 The monthly payments as referred to in clauses 4.1 – 4.6 are subject to increases from time to time which will be communicated to the Retailer, in advance, in writing.

5 BREACH AND TERMINATION:

5.1. Should any Party ("defaulting party") commit a breach of any provision of this agreement, and fail to remedy such breach within 7 (seven) days of receiving written notice from any other party ("aggrieved party") requiring it to do so, then the aggrieved party shall be entitled to claim immediate specific performance of all of the defaulting party's obligations whether or not due for performance, or to cancel this agreement without prejudice to the aggrieved party's other rights in law, including the right to claim damages.

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

5.3. The MAHALA member retains all the points that he/she accumulate in his/her e-Wallet within MAHALA.

5.3.1. **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.

- 5.3.2. MAHALA will notify members on the Mahala member site (www.mahalas.co.za) of any Retailer's termination and the Retailer will **communicate** to their own member base 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.
- 5.3.3. **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.
- 5.4. The Retailer agrees that in the event that the invoice is not paid within 10 (ten) days from invoice or on termination without payment, MAHALA will forward correspondence to the affected members confirming the removal of the Retailer's offer from MAHALA and the reversal of his/her points. The Retailer indemnifies MAHALA against any action taken by such MAHALA member as a result of the aforesaid reversal by MAHALA.

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, provided such damages are not the result of serious and deliberate misconduct and/or negligence on the part of the other party or its employees.
- 6.2 The parties are hereby also 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.

7. 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 electronic mail.

MAHALA:

Physical Address: 82 Aspen Crescent, Zwartkops X4, 0157 | E-mail: info@mahalas.co.za | Tel: 012 – 643 0384

8. The Retailer: Retailer Name: _____

VAT no: _____ Reg no: _____ Tel no: _____

Contact Person (Owner): Name & Surname _____

Physical Address: _____ Code: _____

E-mail: _____ Cell no: _____

GPS Coordinates: _____ (to locate your store from the App)

9. CONFIDENTIALITY

The parties acknowledge that it may, in the course of the performance in terms of this agreement, gain access to and become acquainted with the techniques, methods and processes, trade secrets, data, information technology, software, business associates, clients, and other private, sensitive and confidential information ("Confidential Information") of the other party. The parties accordingly undertakes, for the duration of this agreement as well as after the termination thereof for a period of 1 (one) year, not to directly or indirectly, utilize, disclose or make public to any third party any Confidential Information of the other party and to keep any Confidential Information secret and confidential at all times, unless such disclosure takes place in the ordinary course of the rendering of the services in terms of this agreement.

10. CONSENT TO PROCESS PERSONAL INFORMATION IN TERMS OF THE PROTECTION OF INFORMATION ACT, 4 OF 2013 (POPI).

- 9.1. The Retailer hereby consents and give MAHALA the necessary permission to collect, use and disclose (i.e processing of) its personal information. The Retailer hereby confirms that it has read the POPI policy of MAHALA as made available on its website and agrees that it is bound to such terms and conditions.
- 9.2. The Retailer will ensure that the necessary consent is obtained from the members to obtain the necessary information from the members to give effect to this agreement.

11. GENERAL:

- 10.1. This agreement contains the entire agreement of the parties. This agreement supersedes all other verbal or written agreements made prior to or concurrent with this agreement.
- 10.2. 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.
- 10.3. The provisions of this agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.

11. REBATE:

I will commit to the following **REBATE:**

%	Other:
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Any exclusions or terms applicable:

Fraud Alert Max Transaction value:

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Product Driven Rebate:

Stamps/Freebies

(List products: Stamps collection)	(List products: Freebies)

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

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Please complete the bank details below if applicable:

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. <table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																				
Account Holder:	Name of Bank:	Branch Code:																			
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.

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SIGNATURE OF ACCOUNT HOLDER

DATE

RETAILER: Registered Name: _____

Signed at _____ on this _____ day of _____ 20__.

Signature: Representative from the RETAILER Name & Surname: _____

Capacity: _____
Duly authorized thereto

Witness: _____ Name & Surname: _____

MAHALA LOYALTY PROGRAMME (PTY) LTD:

Signed at _____ on this _____ day of _____ 20__.

Signature: Representative from Mahala Name & Surname: _____

Capacity: _____
Duly authorized thereto

Witness: _____ Name & Surname: _____

FOR OFFICIAL USE ONLY: AGENT DETAILS

Name & Surname or Agent code:

Cell no:

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