

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 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. 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 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.
- 3.2 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)
- 3.3 The Retailer will solely be responsible for the quality or the availability of the Retailer’s products/services.
- 3.4 The Retailer will honour the product offering and/or negotiated rebate to all the members as set out in this agreement.
- 3.5 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” or complete the boxes where necessary.

4.1 Free Option:

- Retailer only offers a rebate to MAHALA member-base.
- MAHALA will render the relevant marketing services, as confirmed with the Retailer, on its platform.

4.2 R250.00 per month Option: (Please complete Debit order authorisation)

- Retailer offers a rebate to MAHALA member-base.
- This package includes communication, inclusive of a dedicated mailer per month, 100 x SMS per month.
- MAHALA will render the relevant marketing services, as confirmed with the Retailer, on its platform.

4.3 Customised Package Option:

- Retailer offers a rebate to MAHALA member-base.
- This package includes communication: # _____ SMS pm and/or # _____ e-mail campaigns pm.
- MAHALA will render the relevant marketing services, as confirmed with the Retailer, on its platform.

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4.4 R250.00 Advertising Module: 320 x 100 pixels size advertisement on all Mahala Platforms. Module includes:

1 Month (30 days) exposure on Mahala Mobile platforms, website and & 1 (one) Social Media Post.

4.5 1 (One) point equals 10c within the MAHALA programme (e.g. 150 points = R15.00).

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

4.7 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.

4.8 The monthly payments as referred to in clauses 4.1 – 4.3 are subject to an annual increase which will be communicated to the Retailer, in advance, in writing.

4.9 Sign-up for 30 day Free trial on Mahala Platform to approve voucher.

4.10 Deals and survey questions can only be updated quarterly (survey capabilities only applicable to Points and Freebies transactions).

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.
- 5.4. 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 Loyalty Programme:

Physical Address: 82 Aspen Crescent, Zwartkops X4, 0157. | E-mail: info@mahalas.co.za | Tel no’s: 012 – 643 0384

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)

8. 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.

9. 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.

10. 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:

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Fraud Alert Max Transaction value:

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Product Driven Rebate:

Stamps/Freebies

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

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

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RETAILER: Registered Name: _____

Signed at _____ on this ____ day of _____ 2023.

Signature: Representative from the RETAILER Name & Surname: _____

Capacity: _____
Duly authorized thereto

Witness: _____ Name & Surname: _____

MAHALA:

Signed at _____ on this ____ day of _____ 2023.

Signature: Representative from Mahala Name & Surname: _____

Capacity: _____
Duly authorized thereto

Witness: _____ Name & Surname: _____

FOR OFFICIAL USE ONLY: AGENT DETAILS

Name & Surname or Agent code:

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 Cell no:

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