

VENDOR CASHLESS PAYMENT SERVICES AGREEMENT

entered into by and between:

HERO TICKET PROPRIETARY LIMITED

Registration number 2017/172429/07 (herein referred to as the **"Service Provider"**)

and

Registration number/Identification Number _____

(herein referred to as the **"Vendor"**)

1. DEFINITIONS

- 1.1. "Agreement" means this agreement and any annexures hereto, if applicable.
- 1.2. "Event" means the event known as _____;
- 1.3. "Promoter" means the organiser of the Event;
- 1.4. "Event Date" means the Event being held on _____;
- 1.5. "Vendor Revenue" means the aggregate value of sales generated by the Vendor through the Payment System;
- 1.6. "Vendor Bank Account", being;
Vendor Bank Name: _____
Vendor Bank Account Holder Name: _____
Vendor Bank Account Number: _____
Vendor Bank Branch Code: _____
- 1.7. "Payer" means a payer making payment in accordance with the Payment System in respect of goods and/or services sold by the Vendor to the payer at the Event;
- 1.8. "Payment System" means the Service Provider's cashless payment platform allowing any vendor at the Event to receive payment in respect of the sale of services or goods.
- 1.9. "Point of Sale Terminal" means the Service Provider's cashless payment device that deducts the equivalent value of amounts in South African Rands from the Payer's NFC card or wristband as payment for goods and services tendered by the Vendor;
- 1.10. "Services" means the cashless payment services provided by the Service Provider to the Vendor.

2. APPOINTMENT

- 2.1. The Vendor hereby appoints the Service Provider to provide the Services, which appointment the Service Provider hereby accepts on the terms and conditions set out in this Agreement.
- 2.2. The Vendor hereby agrees to be bound by the terms and conditions of this Agreement.

3. DURATION

This Agreement shall commence with effect from the date of last signature of this Agreement and shall endure until either of party terminates it in accordance with this Agreement or final settlement of outstanding invoices.

4. THE SERVICES

- 4.1. The Service Provider shall:
- 4.1.1. provide full transparency of all transactions processed by the Vendor via the Point of Sale Terminal;
- 4.1.2. within 2 (two) working days after the Event, provide the Vendor with a detailed transaction report of the sales generated via the Point of Sale Terminal;
- 4.1.3. make available the following provisional reports during the Event:

- 4.1.3.1. Vendor Revenue: being the total value of all transactions processed through the Point of Sale Terminal used by the Vendor;
- 4.1.3.2. Daily Sales Report: being the report that provides a summary of Vendor Revenue by product by day;
- 4.1.3.3. Transaction Report: being the report containing a full transaction history for each Point of Sale Terminal used by the vendor and includes the transaction date, time and value;
- 4.1.4. provide all necessary equipment to enable the Vendor to conduct cashless payments at the Event.
- 4.1.5. provide reasonable training to use the Point of Sale Terminal(s).
- 4.1.6. The Service Provider will make available detailed provisional sales reports during the Event which serve as an indication of sales only.

4.2. The final settlement report is sent within seven (7) working days of the Event.

5. **DAMAGE TO POINT OF SALE (“POS”) TERMINALS**

Where POS Terminals are returned damaged and/or defective or not returned at all prior to the closure of the Event, the Vendor shall be liable to the Service Provider for the total cost of repairs thereto or the full replacement cost thereof, as the case may be. Such amount shall be deducted from the final settlement amount owing to the Vendor in terms of this Agreement and in the event that there are insufficient funds available in this regard, the Vendor shall remain liable for this amount. Furthermore, damage or destruction of the Point of Sale Terminal shall result in delays in the processing of all payments and the finalisation of the final settlement and transaction report.

6. **RELATIONSHIP WITH PAYERS AND OTHER VENDORS**

- 6.1. The Vendor acknowledges that the Service Provider is not a party to the transaction between the Vendor and Payer and does not exercise any control in this regard.
- 6.2. The Vendor understands and agrees that:
 - 6.2.1. The Service Provider does not provide any guarantees or representations regarding the manner in which Payer and other Vendors conduct themselves and the Service Provider shall not be held liable in any way for the conduct of other Vendors or the Payer;
 - 6.2.2. The Service Provider gives no representation or warranties regarding the identity of any Payer;
 - 6.2.3. The Service Provider is not obliged to intervene regarding any disputes which may arise between a Payer and the Vendor and the Service Provider is under no obligation to attempt to resolve such dispute.

7. **VENDOR OBLIGATIONS**

- 7.1. The Vendor agrees that, in selling its goods or services at the Event, it shall exclusively utilise the Payment System and Point of Sale Terminal(s) provided by the Service Provider. It is expressly agreed that the Vendor will accept no other form of payment (including but not limited to cash, debit- and credit card, cheque or barter) services or goods provided by the Vendor at the Event.
- 7.2. The Vendor is prohibited from cashing out any Payer at the Event.
- 7.3. Where the Vendor fails to comply with clauses 6.1 and 6.2 above, it shall be liable to pay

a penalty in the amount of R2000.00, and the Service Provider reserves the right to remove the Vendor from the Event and prohibit the Vendor from vending at any future events.

- 7.4. The Vendor shall, 7 (seven) days prior to the Event Date, provide all product and service descriptions and pricing of the services and goods to be sold at the Event, to enable the Service Provider to configure the Payment System.
- 7.5. The Vendor shall:
 - 7.5.1. allow the Service Provider employees, contractors and agents access to enter the Vendor's premises/stall at the Event to the extent that is reasonably necessary to perform its obligations in relation to the Payment System;
 - 7.5.2. provide the Service Provider with all information and assistance reasonably required to perform its obligations and to deal with any queries in relation to the provision of the Services;
 - 7.5.3. ensure that all information provided is complete and accurate;
 - 7.5.4. co-operate with the Service Provider in all matters relating to the Services;
 - 7.5.5. provide the Service Provider with all such information and materials as it may reasonably require in order to supply the Services, and shall ensure that such information is accurate in all material respects;
 - 7.5.6. obtain and maintain all necessary licences, permissions and consents which may be required before the Event Date;
 - 7.5.7. at the Vendor's own risk, keep safe and maintain all materials and equipment belonging to and provided by the Service Provider ("Company Materials"), maintain the Company Materials in good condition until returned to the Service Provider, and not dispose of or use the Company Materials other than in accordance with the Service Provider's written instructions or authorisation.
 - 7.5.8. accept any valid and acceptable NFC chips presented by a Payer at the Event as the only form of payment for services and goods sold at the Vendor's normal prices.
 - 7.5.9. not add any surcharge to a transaction with a Payer, unless expressly required by law in which case the surcharge must be included in the total price and not collected separately.
 - 7.5.10. accept all complimentary transactions relating to coupons issued and/or electronic permissions including but not limited to staff, contractor, and artist meals and drinks consumption.
- 7.6. The Vendor understands that any failure to comply with any applicable laws may result in criminal prosecution, penalties and/or fines.
- 7.7. The Vendor warrants that it shall not utilise the Services to undertake any unlawful activity.
- 7.8. The Vendor shall conduct its business, and carry on all related or ancillary activities with the highest ethical standards.
- 7.9. The Vendor warrants that it shall not, in connection with the activities contemplated by this Agreement, make any payment or transfer of value which has the purpose or effect of (a) public or commercial bribery; (b) acceptance of or acquiescence in

extortion, kickbacks, or other unlawful or improper means of obtaining business; or (c) otherwise obtaining an improper advantage for the Service Provider or its affiliates. The Service Provider reserves the right to immediately terminate this Agreement in the event that the Vendor fails or is suspected of having failed to comply with the provisions of this clause 6.

- 7.10. If the Vendor's performance of any of its obligations under this Agreement is prevented or delayed by any act or omission or failure by the Vendor to perform any relevant obligation ("Vendor Default"):
 - 7.10.1. The Service Provider will, without prejudice to its other rights or remedies available to it in law, have the right to suspend performance of the affected Service until the Vendor remedies the Vendor Default, and further to rely on the Vendor Default to relieve it from the performance of any of its obligations to the extent the Vendor Default prevents or delays the Service Provider's performance of any of its obligations;
 - 7.10.2. The Service Provider shall not be liable for any costs or losses sustained or incurred by the Vendor arising directly or indirectly from the Vendor's failure or delay to perform any of its obligations as set out in this clause 6; and
 - 7.10.3. the Vendor shall reimburse the Service Provider upon written demand for any costs or losses sustained or incurred by the Service Provider arising directly or indirectly from the Vendor Default.

8. VENDOR USE OF POINT OF SALES TERMINAL

- 8.1. The Vendor shall be solely responsible for the Point of Sale Terminal(s) supplied to the Vendor or authorised agent of the Vendor during the Event. In the event of any damage, theft or loss of or failure to return the the Point of Sale Terminal, the Vendor shall be liable to the Service Provider in the amount of R2500.00 (two thousand five hundred rand) per Point of Sale Terminal, which the Service Provider may deduct from the settlement amount owing to the Vendor relating to the Vendor's sales at the Event.
- 8.2. The Vendor shall provide all reasonable assistance as required by the Service Provider to facilitate the transmission of the information from the Point of Sale Terminal to the Payment System network by co-operating with the Service Provider's support team.
- 8.3. The Vendor shall exclusively use the Point of Sale Terminal provided by the Service Provider.
- 8.4. In case of misuse, loss or damage of any Point of Sale Terminal, the Service Provider cannot guarantee data recovery of the transactions on the Point of Sale Terminal not yet transmitted to the Payment System backend. The Service Provider will make all reasonable efforts to attempt recover data from lost or damaged equipment. If the transaction data cannot be recovered from the damaged or lost Point of Sale Terminal, the Service Provider cannot include those transactions in the final report given to the Vendor.
- 8.5. The Point of Sale Terminal is and shall remain the sole and exclusive property of the Service Provider.
- 8.6. Possession and Return of Point of Sale Terminal(s): The Vendor shall be entitled to possession of the Point of Sale Terminal(s) for the duration of the Event and is required to immediately return the Point of Sale Terminal(s) to the Service Provider or Service Provider's agent in good condition and working order, ordinary wear and tear excepted, at the closure of the Event or when the Vendor ceases trading at the Event.

9. EVENT DATA USAGE

9.1. Two types of data will be collected by the Payment System from the use of the Point of Sales Terminal(s):

9.1.1. Vendor Data: data recorded that can be directly associated with the Vendor (for example: total Vendor revenue, Vendor transactional data); and

9.1.2. Event Data: data recorded that cannot be directly associated with any specific Vendor (for example: total spend at the Event, total number or transactions at the Event).

9.2. The Service Provider undertakes to keep confidential all Vendor Data and to only disclose the Vendor Data to the Vendor.

9.3. The Service Provider has the right to disclose, dispose of or sell the Event Data to any third party as the Service Provider deems fit in its sole and absolute discretion.

10. SERVICE FEES

10.1. The Vendor is liable for the following Service fees:

10.1.1. Variable Transaction Fee: a variable fee expressed as a percentage of the value of each transaction processed the Payment System;

10.1.2. Event Fixed Fee: a fixed fee charged per stall set up by the Vendor.

10.2. The Service Fees shall be deducted from any funds being held by the Service Provider under this Agreement. In the event that there are insufficient funds available to satisfy the Service Fee amount owing to the Service Provider, the Vendor remains liable therefor.

10.3. The Vendor hereby specifically authorises the Service Provider to deduct from the final settlement amount owing to the vendor and to pay over to the Promoter the fees as contractually agreed with the Vendor and the Promoter relating to the Event. In the event that there are insufficient funds available to satisfy the amount owing to the Promoter, the Vendor remains liable therefor.

11. RECEIVING AND SETTLEMENT OF PROCEEDS

11.1. All amounts relating to sales carried out between the Vendor and the Payer shall be received into the Service Provider's nominated banking account ("the Proceeds"). The Service Provider shall at all times hold such Proceeds separate from its own funds.

11.2. The Vendor shall be liable for the Service Fees as set out in clause 9 above, and agrees that same shall be deducted from the Proceeds from time to time.

11.3. Settlement of net Proceeds to the Vendor:

11.3.1. Proceeds will be paid out to you net of any Service Fees, taxes, refunds, device repair or replacement costs as set out in clause 7 and Promoter fees.

11.3.2. The Service Provider shall endeavour to settle the Proceeds within 7 (seven) working days of the closing date of the Event via an EFT payment into the Vendor Settlement Bank Account. The Service Provider shall not be held responsible for incorrect Vendor Settlement Bank Account details being provided which may lead to funds being transferred to the incorrect party.

11.3.3. Settlement delays may occur if not all devices are returned in a working order before the Event closure.

11.3.4. To the extent that the funds held by the Service Provider on the Vendor's

behalf at any specific time are insufficient to accommodate all fees, taxes, reversals and/or Service Fees related to the transactions and use of the equipment, the Vendor acknowledges that it remains liable to the Service Provider for such amounts.

12. DISCLAIMER & LIMITATION OF LIABILITY

The Service Provider will make every effort to ensure that the equipment provided operates as specified and that a consistently high level of service is delivered to the Vendor. The Service Provider is however not liable for any loss or inconvenience suffered by the Vendor due to the Services or any part thereof being interrupted or non-operational for any reason whatsoever, or where any equipment supplied by the Service Provider is not operational for any reason whatsoever or fails to process information or accurately or slowly processes such information.

13. CONSEQUENCES OF SUSPENSION & TERMINATION

To the extent that the Vendor's access to the Service is suspended by the Service Provider in accordance with the provisions of this Agreement, the Vendor acknowledges that it shall forfeit its access to and/or use of the Service, including having funds paid out to it. Such suspension shall not detract from any liability the Vendor may have incurred prior to suspension.

14. ENCUMBRANCES, TAXES AND OTHER LAWS

The Vendor shall keep the Point of Sale Terminal free and clear of any liens or other encumbrances, and shall not permit any act where the Service Provider's title or rights may be negatively affected. The Vendor shall be responsible for complying with and conforming to all laws and regulations relating to the possession, use or maintenance of the Point of Sale Terminal. Furthermore, the Vendor shall be liable for all taxes, fees, licenses and governmental charges, together with any penalties or interest thereon, relating to the possession, use of the Point of Sale Terminal and Payment System.

15. LESSORS REPRESENTATIONS

The Service Provider represents and warrants that he/she has the right to lease the Point of Sales Terminal as provided in this Agreement and that the Vendor shall be entitled to quietly hold and possess the Point of Sale Terminal, and the Service Provider will not interfere with that right as long as the Vendor performs all obligations under this Agreement.

16. OWNERSHIP

The Point of Sale Terminal is and shall remain the exclusive property of the Service Provider.

17. SEVERABILITY

If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

18. ASSIGNMENT

Neither this Agreement nor Vendor's rights hereunder are assignable except with Service Provider's prior written consent.

19. BINDING EFFECT

The covenants and conditions contained in the Agreement shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.

20. **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of South Africa.

21. **NOTICE**

21.1. Any notice required or otherwise given pursuant to this Agreement shall be in writing and sent via registered post to:

Service Provider: 5th Floor, Capital Hill Building, 6 Benmore Rd, Morningside, Sandton, 2057

21.1.1.

21.1.2. Vendor: _____

21.2. Either party may change such addresses from time to time by providing notice as set forth above.

22. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both Service Provider and the Vendor.

23. **WAIVER**

The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

24. **INDEMNITY**

The Vendor hereby indemnifies and holds the Service Provider and the Service Provider's directors, shareholders, employees, contractors and agents harmless from any liability for loss, claims, injury to or death of any person, including but not limited to the Vendor, or for damage to property, use and/or possession of the Point of Sale Terminal(s) or for the the acts or omissions of any person or persons, including but not limited to the Vendor.

25. **SIGNATURE BY PARTIES**

For and on behalf of the Vendor who warrants that he/she is duly authorised thereto.

Signature: _____

Date: _____

Full Name: _____

Position: _____

Witness: _____

For and on behalf of the Service Provider who warrants that he/she is duly authorised thereto.

Signature: _____
Date: _____
Full Name: _____
Position: _____
Witness: _____

ANNEXURE 1: VENDOR CASHLESS PAYMENT SERVICE TERMS FEES SCHEDULE

Quantity of Point of Sale Terminals: _____ R2000.00 _____
(Devices are subject to be rotated and replaced. The quantity of devices will remain as issued)

Event Fixed Fee: R _____

Variable Transaction Fee: _____ 5 _____ %

Initial here