

SHOP2SHOP MASTER PARTNER AGREEMENT

1. General

- 1.1 Please read these terms and conditions ("**Agreement**"). Your acceptance of these terms and continued access, use and resell of our products or services indicate your agreement with the terms set out below. The Agreement contains crucial information about your rights, responsibilities, duties and liability. It is imperative that you carefully read and understand these terms, as this Agreement, subject to any amendments, will govern your relationship with us
- 1.2 These conditions take effect upon you accepting the terms and/or accessing our products and services or dashboards or resells our products and establishes a binding agreement between us. The most recent version of these conditions will govern our respective rights and obligations each time you access the products, services or dashboards.
- 1.3 Your use and access of the services, products and dashboards are conditional upon your acceptance, without amendments, of the terms of this agreement. If you disagree with any of the terms in this agreement, we request that you refrain from using the products, services, or dashboard or reselling our services.
- 1.4 We reserve the right, at our sole discretion, to amend these terms of use, including the addition of new terms and conditions, at any time and without notice. Such amendments will be effective immediately and automatically. You agree to proactively review these terms of use on a regular basis.

Appointment.

- 1.1. Shop2Shop appoints the Partner, and the Partner hereby accepts the appointment to act as a non-exclusive Partner for Shop2Shop, to promote, market and sell the Shop2Shop products (including Tap2Pay/card acquiring, vending Devices, applications, money transfer services etc.) ("**Products**") and services (together offering services and selling the Products are referred to as the "**Services**") as made available to the Partner by Shop2Shop or as described in any Statement of Works entered into between the Partner and Shop2Shop from time to time ("SOW/s") which will be incorporated into this Agreement, to customers in South Africa ("**Shop Owners**").
- 1.2. Shop2Shop delivers good quality Products and Services and expect a high quality of service from the Partner.

2. Partner type.

- 2.1. The Partner will be regarded as a Partner Reseller where it operates a business independent of Shop2Shop and resells and distributes the Services of Shop2Shop according to the terms of this Agreement. Shop2Shop may issue specific requirements that applies to Partner Resellers in the form of policies or process documents ("**Partner Reseller Policies**"), which will be provided to the Partner Reseller in writing. The Partner Reseller agrees to comply with the Partner Reseller policies.
- 2.2. The Partner will be regarded as a Partner Agent where the main objective of the Partner Agent's business is to create brand awareness for Shop2Shop, sell Shop2Shop Services, provide support services to customers of Shop2Shop and refers and manages qualifying sub-agents to Shop2Shop who will resell or offer the Services. Shop2Shop may issue specific requirements that applies to Partner Agents in the form of policies or process documents ("**Partner Agent Policies**"), which will be provided to the Partner Agent in writing. The Partner Agent agrees to comply with the Partner Agent policies.

3. Management of sub-agents.

- 3.1. Shop2Shop permits the Partner to appoint sub-agents, acting under the control of and who will be vetted, recruited, referred, onboarded and managed by the Partner ("**sub-agents**") on behalf of Shop2Shop, in exchange for a fee (the "**Referral Fee**").
- 3.2. The Partner shall obtain Shop2Shop's written consent, which consent will not be unreasonably withheld, before entering into agreements with or otherwise engaging any third party who may resell or offer the Services in terms of this Agreement. At Shop2Shop's request, the Partner shall provide information regarding the sub-agents.
- 3.3. The Partner shall properly supervise the reselling of the Products and services by its employees, agents and approved sub-agents and shall adequately manage the risks associated with the reselling and offering of the Services.
- 3.4. The Partner shall remain directly responsible and liable to Shop2Shop or its affiliates for the Partner's referred sub-agent and their acts, fraudulent behaviour, omissions, defaults, negligence or wilful misconduct as well as any amounts owed by a sub-agent to Shop2Shop. Shop2Shop's consent to the referral of a sub-agent shall not relieve the Partner of any liability or obligation hereunder.
- 3.5. The Partner shall ensure that it will comply with the South African labour law when referring sub-agents to Shop2Shop and engaging the sub-agent on behalf of Shop2Shop.
- 3.6. A sub-agent will only be deemed to be appointed as a sub-agent once:
 - 3.6.1. the sub-agent has entered into the prescribed Shop2Shop sub-agent agreement;
 - 3.6.2. the sub-agent has been vetted and passes the prevailing Shop2Shop vetting process; and
 - 3.6.3. the sub-agent successfully completed the Shop2Shop agent certification program and passes the certification program.

- 3.7. The Partner will either ensure that the sub-agents attend or will provide the necessary training to its sub-agents, as required and communicated by Shop2Shop from time to time.
- 3.8. The Partner shall perform due diligence checks on each of its appointed sub-agents as prescribed by Shop2Shop from time to time according to Shop2Shop's prevailing vetting process at the time. This may include but are not limited to know your customer ("KYC"), immigration status checks, credit checks, anti-money laundering checks, fraud checks and criminal checks, CIPC checks, checks to verify legitimacy of business activities, which proof of due diligence checks will be provided to Shop2Shop upon request.
- 3.9. The Partner will provide Shop2Shop with signed copies of the sub-agency agreements and accurate information in relation to each sub-agent within 3 (three) business days from when the sub-agent commences Services in terms of this Agreement.
- 3.10. The Partner acknowledges that the Commission paid to it by Shop2Shop is for the purpose of onboarding and management of the sub-agents. The Partner further acknowledges that it is responsible for all costs associated with managing its sub-agents.

4. Performance of the Services.

- 4.1. The Partner represents and warrants that it will perform its obligations according to the terms of this Agreement and that the Partner will:

In relation to sub-agents:

- 4.1.1. only refer sub-agents to Shop2Shop who are eligible and who has passed the vetting process;
- 4.1.2. be responsible for the management of and ultimately remains responsible for the conduct of its sub-agents;
- 4.1.3. ensure that its sub-agents have the skills, resources and expertise to provide and shall provide all Services in accordance with the terms and conditions of this Agreement;
- 4.1.4. either ensure that they attend or that the Partner provide training to its sub-agents and will ensure that they provide the Services in line with the training provided;
- 4.1.5. where access to Shop2Shop's system was granted to its sub-agents or employees, it will immediately notify Shop2Shop when access to the system should be revoked and will ensure that the sub-agent immediately ceases access to the system once the agreement terminates;

Service delivery standards

- 4.1.6. provide the Services in terms of this agreement in a timely, professional and workmanlike manner consistent with the highest industry standards of quality and integrity or at a standard as specified in this Agreement;
- 4.1.7. perform the Services in accordance with any training provided to the Partner by Shop2Shop;
- 4.1.8. use its best endeavours to protect and promote the business of Shop2Shop and preserve its reputation and goodwill;
- 4.1.9. comply, with all applicable laws and standards relating to the supply of the Services, including Shop2Shop's and its clients' standards, policies, procedures and directions;
- 4.1.10. refrain from conducting itself in a fraudulent manner;
- 4.1.11. in addition to the obligation set out in clause 10.3, for the duration of the Agreement, it will provide after-sale first level technical helpdesk support services, where reasonably possible, to cover the Products it supplies to the Shop Owners. Should the Partner be unable to provide the support, it shall inform Shop2Shop, in advance as soon as reasonably practicable. If Partner is unable to resolve a problem, it will escalate the problem to the relevant Shop2Shop contact for resolution;
- 4.1.12. at its own expense, it will comply with all laws and regulations relating to its activities under this agreement, as communicated by Shop2Shop from time to time. For the avoidance of doubt, Shop2Shop will endeavour to assist the Partner in its compliance with applicable laws and regulations insofar as it is practicably possible;

Device Performance

- 4.1.13. take responsibility for any inactive Products sold by it or its sub-agents and shall immediately, upon being informed by Shop2Shop, visit the affected Shop Owner, to determine the cause of the inactivity and give feedback to Shop2Shop;
- 4.1.14. if after 3 days the sub-agent or Partner did not act on the instruction from Shop2Shop then Shop2Shop has the discretion to send another representative to the affected Shop Owner and the Partner shall no longer be entitled to payment of Commission for the affected Product and/or Shop Owner;
- 4.1.15. visit any Shop Owner, which Shop2Shop may communicate to it, to attend to inactive Products. For the avoidance of doubt, visits can be carried out by any of the Partner's sub-agents;

Client vetting and verification

- 4.1.16. perform pre-vetting on Shop Owners before the Product is placed and linked and will only place Products at sites where the Products will be utilised optimally;

- 4.1.17. ensure that each Shop Owner is correctly KYC'd prior to linking any Product, which includes but is not limited to identification documents, proof of address, verifying that the Shop Owner is conducting bona fide business operations, determining the merchant category and ensure that the documents have been forwarded / submitted to Shop2Shop;
- 4.1.18. conduct a site inspection of the Shop Owner's premises to verify that the business operations and address conveyed to Shop2Shop within 1 (one) month of onboarding the Shop Owner;
- 4.1.19. ensure that each Shop Owner accepts the appropriate terms and enter into an agreement with Shop2Shop, prior to utilising the Services or Products;

Product security

- 4.1.20. while Shop2Shop owns the Product, the Partner (i) will keep the Product in a secure, locked location place; (i) keep the Product in good condition while in its possession; (ii) make sure the Product is handled only by competent sub-agents; (iii) inform Shop2Shop about any loss, theft, or destruction of or to the Product; (iv) not assign or transfer the Product to a third party excluding a Shop Owner; (v) will not change or add to the Product;

Advertising material and trademarks

- 4.1.21. comply with all rules for the use of the trademarks and branding issued by Shop2Shop (including those set out in any branding guidelines) and shall not, without prior written consent of Shop2Shop:
 - 4.1.21.1. alter or make any addition to the labelling or notifications of the Products displaying or which are relevant to the trademarks;
 - 4.1.21.2. make any addition or modifications to the Products or to any advertising and promotional materials supplied by Shop2Shop;
 - 4.1.21.3. alter, deface or remove any reference to the trademarks, any reference to Shop2Shop or any other name attached or affixed to the Products or their packaging or labelling.
- 4.1.22. not use any advertising materials or promotional literature to promote the Products that is not compliant with branding guidelines, without Shop2Shop's consent;
- 4.1.23. display advertising materials and other signs provided by Shop2Shop which are consistent with branding guidelines; or
- 4.1.24. observe all directions and instructions given to it by Shop2Shop for promotion and advertisement of the Products, in compliance with branding guidelines;

Product management

- 4.1.25. upon termination of this agreement (or that of a sub-agent) return all stock in its possession;
- 4.1.26. inspect each Product upon delivery to check if it is in good working order. If any Products are faulty, the Partner shall immediately inform Shop2Shop. Shop2Shop will determine whether to repair or replace the Product/s;
- 4.1.27. assist Shop2Shop in dealing with any complaints or faulty Products, as per Shop2Shop's reasonable instructions, so that we can ensure the Products return to operations as soon as possible;
- 4.1.28. not sell Products to other resellers/partners;
- 4.1.29. immediately inform Shop2Shop of any unauthorised access to Shop2Shop information in its possession;

Other

- 4.1.30. it will market, promote and sell the Shop2Shop Products;
- 4.1.31. it will provide training to Shop Owners and/or other customers on using the Products;
- 4.1.32. It will not attempt to bind Shop2Shop or modify any contracts by claiming any authority;
- 4.1.33. It won't make any claims about the products or any related services that go beyond or are in conflict with the terms and conditions of the Products or services;
- 4.1.34. it will comply with the compulsory policies as Shop2Shop may communicate from time to time;
- 4.1.35. it will attend training provided by Shop2Shop from time to time and will ensure that the Services are conducted according to the training;
- 4.1.36. it will ensure that any Shop2Shop information in its possession is kept safe;
- 4.1.37. it will avoid any material conflict between its own interests and those of Shop2Shop and in particular shall not receive any financial benefit from Shop2Shop or any other party to which the sub-agent is not entitled as a result of its Service to Shop2Shop, if doing so would be against Shop2Shop's interests. shall inform Shop2Shop, at the as soon as practical in the circumstances, of any direct or indirect material interests which it may have in conflict with Shop2Shop;
- 4.1.38. will not engage in from any conduct which might bring Shop2Shop's name into disrepute, for the avoidance of doubt, disrepute means any action which will potentially damage Shop2Shop's reputation;

- 4.1.39. shall promptly notify Shop2Shop if it becomes aware of anything which may impact its ability to carry out the Services in accordance with this Agreement or in compliance with applicable laws and regulatory requirements;
- 4.1.40. shall co-operate with any relevant regulatory authority in connection with the provision of the Services;
- 4.1.41. shall adhere to service levels set out in in this agreement and as communicated from time to time; and
- 4.1.42. shall adhere to any regulatory requirements which may come into effect, either immediately or within the specified period, as communicated by Shop2Shop from time to time.

5. Value-Added Services (“VAS”) Vending

Provision of the vending technology solution

- 5.1. Shop2Shop will provide a technology solution that will enable Shop Owners to sell VAS vouchers over an application (defined below as Profit+). The application can be provided as a white-labelled solution or be a Profit+ branded application.
- 5.2. **Profit+** - a mobile vending application loaded onto a Device that provides the Partner, Sub-Agent (also known as the Profit+ Reseller) and Shop Owner, the opportunity to earn additional commission when the Shop Owner sells VAS (for example airtime or electricity) to an end-user/consumer via the application, which can either be a white labelled application or the Profit+ branded application.

Provision of a vending-enabled device (“Device”)

- 5.3. Shop2Shop will make a Sunmi P2 device available for purchase at a subsidized fee to the Partner can vend VAS.

Commercials

- 5.4. The Partner shall purchase Devices, either at full cost, or at a subsidized rate (at a percentage agreed between the parties) from Shop2Shop.
- 5.5. Shop2Shop may on written notice to the Partner, at any time, in its sole discretion, change the subsidy percentage rate.
- 5.6. Shop2Shop shall at the end of each month, deduct amounts due by the Partner for a Device from Commission payable to the Partner in its capacity as Partner, until such a time as the Device have been paid in full. No Device cost will be set-off against that portion of the Commission earned by a Partner where it also acts as a Profit+ Re-seller.
- 5.7. The Partner will earn Commission at a rate as communicated to the Partner via email. The commission rate will be impacted by the subsidy percentage requested by the Partner as well as whether there are outstanding fees on a Device. The Commission will be calculated on the face value of the VAS sales of a Shop Owner per Device that was signed up by the Partner or its appointed Profit+ Re-seller.
- 5.8. The Commission (minus Device deductions, where applicable) will be paid by Shop2Shop to the Partner monthly. Profit+ Commission shall be inclusive of VAT.
- 5.9. The Partner shall in addition to the obligation set out in the Agreement, for the duration of this Agreement, provide after-sale first level technical support for errors which occur on Profit+ application or the Device to the Profit+ Re-seller and where required, Shop Owner. If the Partner is unable to resolve a problem, it will escalate the problem to the relevant Shop2Shop contact for resolution.
- 5.10. Partner shall, in addition to its obligations in relation the Sub-Agents in the Agreement, onboard Sub-Agents or employ staff (Profit+ Re-sellers) who will assist with creating brand awareness for Shop2Shop, offering solutions (Profit+) to Shop Owners to sell VAS products, provide support services to customers of Shop2Shop.
- 5.11. Shop2Shop will create the Partner's Profit+ profile based on the information provided by the Partner. It's the Partner's responsibility to ensure the correct information is provided to Shop2Shop to set up the profile.
- 5.12. The Partner must change its default password immediately and keep its Profit+ account details confidential. The Partner is responsible for all changes and updates submitted through its Profit+ account, and all activities and transactions that occur in connection with its Profit+ account.
- 5.13. The Partner will in turn create a profile for the Profit+ Reseller.
- 5.14. The Partner's Profit+ account will indicate the balance of its Profit+ account (“**Balance**”).
- 5.15. In the event that the Agreement is terminated because the Partner has been in breach of any of the Partner's obligations (including not signing up new Sub-Agents (Profit+ Re-sellers)) in terms of this Agreement, the Partner will not receive any further Commissions and Shop2Shop's obligation to pay Commissions will terminate. In all other instances, the obligation to pay Commission will survive for a 12-month period after the termination.

6. Payment of Commission.

- 6.1. The Partner will be entitled to payment, which will be calculated in accordance with the Partner's linked Shop Owner's performance and the calculation shall be at Shop2Shop's current commission rate, as notified by Shop2Shop from time to time (the “**Commission**” or “**Referral Fee**”) for the duration of the Agreement. The Partner agrees that Shop2Shop's statistics and calculations in relation to the tracking of the Partner's linked Shop Owner's activity and the calculation of its Commission, shall be final and payable in terms of this clause.

- 6.2. The Commission and/or Referral Fee is inclusive of all costs and expenses incurred by the Partner and no further amounts are payable by Shop2Shop unless otherwise agreed in writing by Shop2Shop. The Partner shall not be entitled to any other remuneration and/or fees of whatsoever nature from Shop2Shop, not specified or intended in this Agreement.
- 6.3. Without limiting recourse to other available means, any overpayments by Shop2Shop may be offset against any amount subsequently due by Shop2Shop to the Partner.
- 6.4. The parties shall comply with all provisions of the Income Tax Act 58 of 1962 ("**Income Tax Act**") and the Value-Added Tax Act 89 of 1991, insofar as it is applicable and, if the Partner is regarded as a personal services company or a personal services trust as defined in the Income Tax Act, Shop2Shop shall be entitled to deduct such amounts from the consideration payable to the Partner as it is required to do in terms of the Income Tax Act or in terms of any regulations or tables promulgated or published in terms of the Income Tax Act.
- 6.5. If Shop2Shop becomes obliged to make any additional payments in respect of the consideration paid to the Partner, it shall be entitled to deduct, with immediate effect, the full amount from the consideration due to the Partner.
- 6.6. The Partner herewith indemnifies Shop2Shop against any cost, expense and/or liability incurred or sustained by Shop2Shop because of the Partner failing to comply with any of the provisions of the Income Tax Act or any other applicable law or any income tax directive.
- 6.7. For the avoidance of doubt, the Partner acknowledges that Shop2Shop shall proportionally pay Commission to the Partner and its sub-agents, per Product sold and linked to the profile of the Partner and its sub-agents on the Shop2Shop App. The Partner shall remain responsible for ensuring that it provides accurate information for the payment of Commission payable to any sub-agent in its employ and/or under its control.
- 6.8. Shop2Shop is entitled to set off any amounts due and payable by the Partner or its sub-agents in terms of a Facility Agreement against Commission and/or Referral Fee payable to the Partner at any time. The afore-said amounts may constitute the whole or part of the Facility Agreement, which proportion will be communicated to the Partner.
7. **Warranties:** These warranties are in addition to the warranties and obligations given elsewhere and as communicated from time to time. The Partner undertakes and warrants in favour of Shop2Shop that:
- 7.1. it and will ensure that its sub-agents are lawful residents of South Africa and has the necessary right to work within the Republic of South Africa;
- 7.2. the Partner will not act negligently or with wilful misconduct;
- 7.3. to the best of its knowledge and belief, it is not aware of the existence of any fact or circumstance that may impair its ability to comply with all of its obligations in terms of this Agreement;
- 7.4. the natural person who signs and executes this Agreement on its behalf is validly and duly authorised to do so;
- 7.5. it is not relying upon any statement or representation by or on behalf of any other party, except those expressly set forth in this Agreement;
- 7.6. the information contained in the on the front page of this Agreement is true and correct in every respect, and any changes to such information will be communicated to Shop2Shop without delay.

8. Confidentiality

- 8.1. The parties agree that each shall treat as confidential all information provided by a party to the other regarding such party's confidential information. All confidential information provided by a party hereto shall be used by the other party only for the purposes of rendering Services pursuant to this Agreement and, except as may be required in carrying out the terms of this Agreement, shall not be disclosed to any third party without the prior consent of the party who provided the confidential information. The previously mentioned shall not be applicable to any information that is publicly available when provided or which thereafter becomes publicly available other than in breach of this clause or which is required to be disclosed by any regulatory authority in the lawful and appropriate exercise of its jurisdiction over a party, any auditor of the parties hereto, by judicial or administrative process or otherwise by applicable law or regulation. All confidential information disclosed by either party shall remain the property of such party.
- 8.2. The party receiving the confidential information must ensure it keeps the confidential information safe from unauthorised access, use, disclosure and copying.
- 8.3. The Partner shall not remove from Shop2Shop's premises, any equipment or documents or materials relating to Shop2Shop's business without the written consent of Shop2Shop. If the Partner is provided with equipment (e.g., a laptop, phone, device etc.), the Partner is liable to keep it safe and return the equipment to Shop2Shop in the same good condition once the contract has been terminated.
- 8.4. The Partner shall promptly, upon request by Shop2Shop, and in any event upon the termination of this Agreement, deliver to Shop2Shop all lists of clients or customers, correspondence and all other documents, papers, equipment and records which may have been prepared by the Partner or have come into its possession or under its control in the course of it fulfilling its obligations in terms of this Agreement, and the Partner shall not be entitled to retain any copies thereof, it being recorded that all rights, title, interest and copyright in and to any such lists, correspondence, document, papers and records shall throughout the currency of this Agreement and thereafter subsist in and continue to subsist in Shop2Shop.

- 8.5. Instead of returning the confidential information as set out in clause **Error! Reference source not found.** above, the recipient shall, at the instance of the discloser destroy such material and furnish the discloser with a written statement to the effect that all such material has been destroyed.
- 8.6. The recipient shall comply with a request, in terms of this clause 8, within 5 (five) business days of date of such a request.
- 8.7. The provisions of this clause shall survive the termination or cancellation of this Agreement for any reason whatsoever.

9. Personal Information and Data Protection

- 9.1. Where the Partner processes personal information on Shop2Shop's behalf the Partner agrees to comply with Shop2Shop's Third Party Data Processing policy, accessible through the following link: https://www.shop2shop.co.za/wp-content/uploads/2023/10/20230927-Third-Party-Data-processing-policy_signed.pdf
- 9.2. The Partner acknowledges and agrees that Shop2Shop retains all right, title and interest in and to the Personal Information.

10. Partner engagement policies.

- 10.1. The Partner acknowledges that it is of paramount importance that the relationship between itself, Shop2Shop and where applicable its sub-agents, is based on mutual trust and overall good faith and to regulate the afore-said Shop2Shop has a variety of policies and procedures in place, as communicated from time to time. The Partner shall and shall ensure that its sub-agents comply with the mandatory policies as Shop2Shop may communicate from time to time.
- 10.2. The Partner acknowledges and warrants in the event that the Partner or its sub-agents replace an active, functioning Product with another Product, Shop2Shop shall recover the actual costs of the new Product in full from the Partner, which costs include but are not limited to the actual cost of a Product, not the discounted rate, and all other actual costs incurred by Shop2Shop as a result of Shop2Shop's acquisition of the new Product.
- 10.3. Shop2Shop will provide customer service to the Shop Owners and assist with Shop Owner queries, call centre and any other reasonable support. Additionally, it is the Partner's responsibility to, where reasonably required, look after and maintain all your Shop Owner relationships to the best of its ability. Shop2Shop reserves the right to visit Shop Owners with any Products that have been inactive for more than 3 days and uplift, fix or replace faulty devices at these Shop Owners as well as provide support services to these Shop Owners where the Partner has failed to do so for 3 days. These Shop Owners will be removed from the Partners' Commission structure entirely.
- 10.4. Shop2Shop shall in sole discretion communicate any applicable policies and procedures to the Partner, which policies and procedures shall be effective within 30 (thirty) days from communication and the Partner agrees to comply with the policies.

11. Default. The occurrence of any of the following shall constitute a default under this Agreement:

- 11.1. **Failure to make payment.** The failure of the Partner to make a required payment of any amount due to Shop2Shop on its due date, under this agreement In the event of non-payment, Shop2Shop will be entitled to charge default interest of 2% on all outstanding amounts owed to Shop2Shop for the period during which the default continues;
- 11.2. **Fraud.** Fraud of the Partner and/or its sub-agents;
- 11.3. **Violation of Agreement.** The violation of any provision of this agreement that is not corrected within five (5) business days after written notice has been received;
- 11.4. **Unlawfulness.** In the event of either party's performance of their obligations in terms of this agreement is rendered unlawful; and
- 11.5. **Insolvency.** The insolvency or bankruptcy of the Partner.
- 11.6. **Disrepute.** Should the Partner perpetuate any conduct that brings Shop2Shop's name into disrepute.
- 11.7. **Lack of availability.** In the event that the Partner is not contactable for a period of 3 (three) days or more, unless Shop2Shop has agreed to the contrary, in writing, or legitimate reason for unavailability has been determined by Shop2Shop.
- (all referred to as a "Default Event")
- 11.8. Should the Partner default in terms of this Agreement, Shop2Shop may take possession of the Products as provided by law with the right to deduct the costs of recovery, including any attorney's fees and legal costs, in addition to any repair or other costs to obtain the Products and bring to the same condition as the Partner received upon initial delivery and terminate this agreement with immediate effect.

12. Cession in security

- 12.1. A cession in security is where the Partner, as the debtor of Shop2Shop transfers to Shop2Shop, as the Partner's creditor, certain rights, such as the right to the any monies which may be due to it, including the rights to any security held by the Partner in respect of such claims and all of its rights, title and interest in and to any movable corporeal property, including stock, bank accounts, to secure the repayment of a debt.

- 12.2. As security for the due fulfilment by the Partner and/or its sub-agents to Shop2Shop of all of its obligations in terms of this Agreement, including the Facility Agreement, the Partner cedes to Shop2Shop in securitatem debiti all of its rights, title and interest in and to any claims, howsoever arising and nothing excepted, which the Partner may have against any person or juristic person for the payment of any monies which may be due to it, including the rights to any security held by the Partner in respect of such claims and all of its rights, title and interest in and to any movable corporeal property, including stock, bank accounts. The Partner accepts this cession.

13. Proof of indebtedness.

- 13.1. A certificate signed by Shop2Shop as to the amount owing by the Partner to Shop2Shop in terms of this Agreement, and as to any other fact, matter or thing relating to the Partner's indebtedness to Shop2Shop in terms of the this agreement, will, in the absence of manifest error, be prima facie proof of the matters therein stated for all purposes, including for the purposes of furnishing further particulars, obtaining provisional sentence or other judgment against the Partner.

14. Legal address and notices.

- 14.1. Each of the parties chooses the addresses used to register with Shop2shop to receive notices and legal process in terms of this Agreement ("Legal Address"), or as otherwise notified in writing. Notices, to be valid, must be in writing, and may be given by e-mail. Notices are deemed to have been received on the date of delivery by hand to a responsible person at, or transmission of the email to, the chosen Legal Address, during ordinary business hours. If delivery occurs outside of ordinary business hours, it shall be deemed to have been received at 08h00 SAST on the next business day. A written notice actually received by a party shall be valid even if it was not delivered at its chosen Legal Address.

15. Background Screening.

- 15.1. The Partner agrees that Shop2Shop may make inquiries to confirm any information provided by the Partner and obtain additional information from any registered credit bureau or any other third-party source (including its bank, Secure Citizen, Dow Jones, Lexis Nexis and CIPC), when assessing the information provided, assessing the fitness of the Partner to provide of the Services. The Partner authorises Shop2Shop to conduct a credit report on the Partner, and warrant that all the directors and/or members have consented to the Partner instructing Shop2Shop to conduct the credit enquiry on the Partner and that the director and/or members acknowledges that the enquiry will include an inquiry into the director and/or member's credit profile. The Partner consents to Shop2Shop being doing an account verification check to verify that banking details provided, are correct, or to enquire with the Partner's banker to obtain its opinion with regards to lending amounts and lending/services terms applicable to the Partner. The Partner furthermore consents to Shop2Shop submitting its information, including payment profile and default information and any other relevant information, to a registered credit bureau and allow the credit bureau to release the information for lawful purposes to third parties.

16. Ownership.

- 16.1. Notwithstanding delivery, the Partner acknowledges, and warrants in favour of Shop2Shop, ownership in the services and Products will remain with Shop2Shop and will only transfer, upon successful linking of the Product by the Shop Owner and receipt of full payment for the Product by Shop2Shop.
- 16.2. The Partner acknowledges that Shop2Shop at all times retains the right to reclaim any Products in the Partner's and/or the possession of any of its sub-agent's possession.

17. Delivery and risk. The Partner shall inspect each item and part of the Products upon delivery and pursuant to this Agreement. The Partner shall have twenty-four (24) hours from the delivery date to inform Shop2Shop of any discrepancies. If for any reason the Partner claims the Product was not the same as described under this Agreement, the Partner shall be able to return the Product and damaged Products shall be replaced, in terms of this Agreement.

- 17.1. Shop2Shop makes no warranties, expressed or implied, as to the Products. The Partner assumes responsibility for the condition of the Products.
- 17.2. Risk in and to the Products will pass to the Partner on delivery, and any loss, damage or deterioration to the Products following delivery shall be borne by the Partner. The Partner will remain liable to pay for the Products regardless of any loss, damage or deterioration.
- 17.3. In the event that the Partner utilizes the facility option to purchase the Products from Shop2Shop, the payment obligations that ensues will be borne by the Partner upon delivery, irrespective of whether sold by or in the possession of sub-agents.

18. Product Warranty.

- 18.1. Shop2Shop warrants that the Product/s will be in good working order and free of defects at the time they are delivered to the Partner, and for a period of 12 months after delivery.

19. Resale.

- 19.1. The Partner may sell the Product/s at a mark-up, but this mark-up may not exceed the recommended price, as notified by Shop2Shop to the Partner (the "**Recommended Selling Price**"), from time to time. It should be noted that Shop2Shop has the right to change the Recommended Selling Price, upon notice to the Partner. The Partner agrees comply with the Recommended Selling Price.

- 19.2. **The Partner will not manufacture, market, or sell any Products or Services which are competitive with the Products and/or Services of Shop2Shop.**
- 19.3. The Partner will not make any claims or statements about the Product/s and/or services which are false, misleading or inconsistent with information published by Shop2Shop, given to you by Shop2Shop or provided for in any Shop2Shop materials and/or branding guidelines etc.
- 19.4. The Partner acknowledges that where a Shop Owner has not processed any transactions on a Product for a consecutive period of 60 days, such site allocation shall lapse, and such site shall become available for any Partner to sell Products.

20. No employment.

- 20.1. It is specifically recorded that the Partner and its sub-agents will perform independent services and is therefore not an employee as envisaged in the Labour Relations Act, any bargaining council or other legislation applicable to employees including the Basic Conditions of Employment Act, the Unemployment Insurance Act, the Employment Equity Act. It is furthermore specifically recorded that the Partner will not be entitled to employee benefits such as pension or retirement annuities, medical aid, bonuses or any other fixed or variable benefits, including leave pay or sick leave entitlements, that may be expected in a typical employer/employee relationship.

21. Return of Product/s.

- 21.1. At any time, even after termination of this Agreement, Shop2Shop may request (at our discretion) that the Partner return any Product/s in its possession to Shop2Shop, irrespective of whether these have been fully paid for or not and the Partner must then return these Product/s to Shop2Shop. If the Product/s returned are in a good condition and are still sealed in the package that they were in when they were delivered to the Partner, Shop2Shop will credit the Partner with an amount equal to the original purchase price invoiced at the time of the supply, less any further discounts, price adjustments or credits or Commissions (relating to the specific Product) afforded to the Partner or any amount of indebtedness by the Partner or its sub-agents to Shop2Shop.

22. Termination.

- 22.1. Either party may terminate this Agreement with immediate effect, at any time by notifying the other in writing. Shop2Shop may review this agreement on a regular basis.
- 22.2. If this Agreement is terminated then Shop2Shop may manage the Shop Owners directly and the Partner will then stop using Shop2Shop's trademark and stop indicating that the Partner is selling Shop2Shop Products and services from the termination date.
- 22.3. In the event of the Partner committing a Default Event or a material breach of this Agreement, which include but are not limited to fraud, dishonesty, conduct which causes damage to Shop2Shop's reputation, the Partner will not be entitled to the payment of Commission after the termination date of this Agreement, unless otherwise provided in any SOW.

23. Cession and Assignment.

- 23.1. Shop2Shop may cede and/or assign this agreement to any other person without the Partner's consent and upon written notice to the Partner. However, the Partner may not cede and/or assign this agreement without Shop2Shop's prior consent, which will not be unreasonable withheld.

24. Direct Marketing.

- 24.1. By accepting these terms the Partner consents to Shop2Shop processing the Partner's personal information for the purposes of Shop2Shop or our partners (brands, suppliers etc) or affiliate companies directly marketing goods or services to the Partner via electronic communication. In each instance, the Partner will have the opportunity to opt-out of receiving further direct marketing communication from Shop2Shop. **The Partner can withdraw consent by emailing legal@shop2shop.co.za.**

25. Intellectual Property.

- 25.1. The Partner will not disclose or use any of Shop2Shop's confidential information, trade secrets or intellectual property, and if the Partner has this in its possession, the Partner will ensure that it is stored safely. The Partner may not copy the Products and/or services. No ownership in any intellectual property is transferred in terms of this agreement and/or rights to the intellectual property is granted except as provided for in the agreement.

26. Liability and Indemnity.

- 26.1. Save for wilful misconduct and gross negligence, Shop2Shop cannot be held liable for any loss, damage, demands, claims, suits, liability, or injury, of whatsoever nature, and however arising (Loss) suffered by the Partner, its sub-agents, members, directors, employees and/or any Shop Owner in relation to this agreement or the Products and/or services. The Partner indemnify Shop2Shop, its agents, directors, members, employees, and officers, against any Loss the Partner, any of its sub-agents, directors, members, employees, or any Shop Owner, may suffer or incur arising out of the Partner's appointment as our Partner and/or the on-sale, supply, and delivery, of the Products and/or services by the Partner.

27. Non-solicitation, restraint of trade and non-compete.

- 27.1. During the period commencing on the Effective Date and ending 1 (one) year following the Termination Date, the Partner shall not and shall ensure that its sub-agents do not, without Shop2Shop's prior written consent, directly or

indirectly; (i) solicit or encourage any person to leave the employment or other service of Shop2Shop or its affiliates; (ii) hire, on behalf of the Partner or any other person or entity, any person who has left the employment within the one year period following the termination of that person's employment with Shop2Shop or its affiliates or (iii) the Partner will not, whether for its own account or for the account of any other person, intentionally interfere with the relationship of Shop2Shop or its affiliates with, or endeavor to entice away from Shop2Shop or its affiliates, any person who during the term of the Agreement is, or during the preceding one-year period, was a tenant, co-investor, co-developer, joint venturer or other customer of Shop2Shop or its affiliates.

- 27.2. During the period commencing on the Effective Date and a period ending 1 (one) year following the termination date, the Partner shall not be or become in any way (whether directly or indirectly) engaged in the marketing and/or sale, within the Territory, of any competitive Product; nor shall the Partner in any way whatsoever (whether directly or indirectly) have any interest in any company, partnership, joint venture or any other entity of whatsoever nature, which is so engaged within the Territory.

28. General Provisions.

- 28.1. The parties will comply with all applicable laws, including data protection, marketing, anti-money laundering regulations, privacy and confidentiality laws.
- 28.2. This agreement together with Shop2Shop policies as communicated from time to time is the whole agreement between the parties relating to the reselling by the Partner of the Product/s and/or services.
- 28.3. This is not a joint venture and the Partner is not Shop2Shop's agent and the Partner may not represent Shop2Shop or give any warranties or make any representations on Shop2Shop's behalf.
- 28.4. No amendments are binding unless they are in writing.
- 28.5. The Partner confirms that it has read this agreement properly and that the Partner understands all the terms and all the Partner's rights and obligations. The Partner has signed this agreement willingly.
- 28.6. Shop2Shop is not bound by any warranties or representations, unless contained in this agreement.
- 28.7. The parties' consent to the jurisdiction of the Magistrates' Court.
- 28.8. This agreement may be signed in one or more counterparts.

