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Director: J de Wet  
Capital Software Solutions (Pty) Ltd  
Registration No 2013/081319/07, VAT No 440 026 6062

#### **Standard Terms of Service:**

**Appointment:** Your company has appointed Capital Computer Bureau (Pty) Ltd (Registration Number: 1968/000104/07) (hereinafter referred to as the "Capital") to provide payment services in terms of the Directives for conduct within the National Payment System: Directives 1 and 2 of the National Payment System Act 78 of 1988 and subject to the terms and conditions as set out herein.

In terms of the above Directives, Capital herewith confirms that as a so-called "beneficiary service provider" it accepts the proceeds of payment instructions as a regular feature of its business from multiple payers on behalf of a beneficiary, and as a so-called "payer service provider" it accepts the proceeds of payment instructions as a regular feature of its business from a payer to make payment on behalf of that payer to multiple beneficiaries.

Accordingly, your company has instructed and authorized Capital to transfer funds and make payments on your behalf of such amounts necessary for payment due to and from beneficiaries from a bank account to be specified on a day of each month as agreed by the parties and continuing until termination of the appointment or until cancelled by the Company in writing. Capital acknowledges that it has been appointed in terms of the provisions of this appointment solely for the purpose of providing the payment services and Capital agrees that it shall not be entitled to deal in any way other than in accordance with the provisions of this appointment.

**Record Keeping:** Capital will keep records of payments processed, which will include, *inter alia*, the date, amount and payer of the transaction, which records will be retained for a period of five years. The Company understands that the payment services will be processed through a computerized system provided by Capital in association with the South African banks, and Capital herewith confirms that a Disaster Recovery Plan (DRP) shall be implemented in the event of a disaster.

**Support:** Capital will provide a help desk during the covered hours operated by Capital during which the Company may telephone, fax or e-mail for assistance regarding Incidents.

**Cession:** Capital acknowledges that it may not cede or assign any of its rights to any third party without the prior consent of the Company and that Capital may not delegate any of its obligations in terms of this appointment or authority to any third party without the prior written consent of the Company.

**Jurisdiction:** This appointment shall be construed as an appointment made in the Republic of South Africa and according to South African Law, and shall be subject to the jurisdiction of the South African courts.

**Confidentiality:** Capital acknowledges that all material and information which has or will come into its possession or knowledge in connection with this appointment or the performance of the obligations hereunder, consists of confidential and propriety information. Capital therefore agrees to hold such material and information in the strictest confidence, not to make use thereof other than in the performance of the obligations in terms of this appointment, to release it only to employees requiring such information and not to release or disclose it to any other party. Capital will supply such information requested regarding the Company being serviced in terms of any written mandates of the Company and / or the provisions of the NPS Act to the Bank or PASA where applicable, but client information of any nature (such as client names and account numbers) will be excluded from any such provision.

**Limitation of Liability:** Capital shall not be liable to the Company for any direct or indirect, or incidental, special or consequential damages, or loss of profits sustained by the Company by virtue of any act, omission and or delay on the part of Capital in the course of performance by Capital of the services and/or arising out of or in connection with the use of the Software, which are to be rendered to the Company in terms of this appointment.

**Agency:** The parties hereto shall be deemed to be independent parties, the personnel of one party shall not be deemed to be the personnel of the other party, nothing in the appointment shall be construed as constituting a temporary employment service as contemplated in section 198 of the Labour Relations Act, 1995 and the employees of the parties shall not be deemed to be employees of any other party, the parties shall not act as "agents" of each other, and no party shall have the authority, or represent that it has the authority to bind the other party, and the parties shall not have any fiduciary duty towards each other in terms of this appointment.

A handwritten signature in black ink, appearing to read 'J de Wet', written over a large, light-colored scribble or mark.