

# PROCESSING AGREEMENT

## MERCHANT DETAILS

Company name:			
Company reg. nr:		VAT reg. nr:	
Physical address:			
Tel nr:		Cell nr:	
E-mail address:		Web URL:	
Company name to be displayed on solution			
Applicable licence number			
<b>Contacts (<i>Mandatory</i>)</b>	<b>Name</b>	<b>Tel / Mobile</b>	<b>Email</b>
Business Owner			
Risk contact			
Accounts contact			
Technical contact			
<b>Banking Details (For receiving payments)</b>			
Attached Merchant payment detail form needs to be completed and send back with this form.			
<b>SLD merchant fee structure turnover</b>			
<u>Processing fee</u> 6 % of total processing Withdrawal fees ( <i>see fees attached</i> ) Admin fee R500.00 Once off setup fee R4,000.00		<u>Settlement fee</u> 4.65% Forex fee (EUR) with R1,500.00 transfer fee 1.5% BTC settlement 0% fee for settlement to SA Bank account with R1,500.00 banking costs	

**Note:**

- No additional merchant, acquiring fees are payable.
- The set-up fee is for software license and activation and DOES NOT include any development.
- Integration of the software is required in order to activate and implement the e-commerce service.
- Activation is subject to approval by SLD

Initial: \_\_\_\_\_

## Service Provided

### Deposits:

To provide the service of collecting funds initiated by the sale of good and services by the merchant to local South African consumers, by way of online bank transfer, funds will be held on behalf of merchant and used to process payments submitted by the merchant.

### Withdrawals:

To provide payments to South African consumers on instruction by the merchant, which is received by way of batch file submission in the required format.

- Payments will be processed on Mondays, Wednesdays and Fridays (except on bank holidays).
- Payments will only be affected if merchant does not have credit in the SLD bank accounts. No processing No withdrawal. Processing must exceed withdrawal value at all times.
- Payments is an automated process and NO proof of payments are available. The bank only updates the status in the back office. Payments will show within 48 hrs after status was changed to batched.

### Settlements:

Funds will be settled to merchant on request on a monthly cycle, depending on the Merchant turnover.

### SLD Payments contact list:

Contacts (Mandatory)	Email	Description
Incorrect Direct Deposits	directdeposit@sldpayments.co.za	Where a client claims to have done transfer, but you do not see the transaction in the back office it means the client have done a direct deposit into the bank account. With all online payment platforms, a beneficiary must be created to allow a payment to be done. To be able to do this, the platform create an beneficiary automatically on the clients online banking site. Clients see this beneficiary and think they can make payment directly. Sent proof of payment (POP) with the client bank detail to this email address to do a refund to client. These payments is done on Tuesdays & Thursdays.
Client withdrawals	withdrawal@sldpayments.co.za	All transaction payouts are imported by the merchant via the back office. Payouts payments are batch to the bank every Monday, Wednesday and Friday between 9:00 – 10:00 (SAST). Confirmation of payout amount or any queries regarding payouts can be send to this email address.
Technical Support	support@sldpayments.co.za	All queries regarding platform queries, can be send to this email address.
Settlements & Recalls	ronel@sldpayments.co.za	<b>Settlement</b> recons are done for previous month on a scheduled basis, once recon has been approved, settlement invoices must be created by Merchant and send back as confirmation. Payment will be done 30 days after invoice is received. <b>Recall</b> are very urgent. Should a South African bank have a recall against a merchant, it have to be <b>solved within 24 hrs</b> . Unresolved recalls not responded to within 24 hrs will be settled to merchants client and subtracted from merchant settlement. Should a merchant have more than 3 recalls against them, SLD will review their Processing agreement and can where necessary cancel the agreement. SLD has the right to keep a Recall reserve on our discretion.

Merchant signature	SLD signature
I have read, understood and agree to the Processing Agreement terms and conditions as set out on the terms and conditions page. I warrant that I am duly authorised to sign this Processing Agreement and to authorise direct debit order payments in respect thereof.	
Full Name:	Full Name:
Capacity:	Capacity:
Date:	Date:

Signature:

Signature:

## SLD PROCESSING TERMS & CONDITIONS

1. SLD (Proprietary) Limited ("SLD") shall provide to the Subscriber the e-commerce service selected by the Subscriber, as indicated on page 2 hereto.
2. Activation of the e-commerce service is subject to the prior approval of SLD.
3. The effective date of this Processing Agreement is the date of signature hereof by the Subscriber.
4. This Processing Agreement shall endure for a period of 12 months ("Initial Period") commencing on the effective date and shall continue thereafter until one party furnishes the other with one month's written notice of cancellation of this Processing Agreement, in which case this Processing Agreement will expire of the last day of the notice month.
5. The Subscriber shall have access to SLD's technical support for the e-commerce service.
6. SLD reserves the right to increase its fees on the expiry of the Initial Period by giving the Subscriber proper written notice of such increase, in which event the increased fees will come into effect on the 1st day following expiration of the Initial Period.
7. Neither party shall be liable to the other for any damages or loss of whatever kind arising out of or in connection with any act or omission of such party, its employees, agents or representatives that is related in any way to the execution and/or implementation of this Agreement unless such loss was occasioned by the grossly negligent or wilful act or omission. Without derogating from the foregoing, neither party be liable for any loss of profit or revenue, indirect, special or consequential loss or damages of whatever kind, whether arising in contract, delict or otherwise, suffered by such party in connection with or arising out of this Agreement. In no event will either party's aggregate liability in respect of any claims relating to this Processing Agreement exceed the transaction fees paid or payable by the Subscriber to SLD for the 12 (twelve) month period immediately preceding the date on which the claim arose. Notwithstanding a foregoing, SLD does not exclude or limit its liability, if any, for any matter for which it would be illegal for SLD to do so and this clause 12 shall always be interpreted in accordance with and subject to this overarching proviso.
8. To the maximum extent permitted by law, SLD gives no warranties or representations, express or implied, statutory or otherwise, with regard to the e-commerce service.
9. SLD has no obligation to produce improvements or upgrades to the e-commerce services however if it does make such upgrades or improvements commercially available, same shall be provided to the Subscriber. The Subscriber acknowledges that if SLD makes upgrades or improvements commercially available, it may be necessary for the Subscriber to implement such improvements or upgrades in order to continue utilising the e-commerce service.
10. This Processing Agreement shall be governed by the laws of the Republic of South Africa.
11. This Processing Agreement constitutes the whole agreement between the parties and no amendment or consensual cancellation hereof or waiver or relaxation or suspension of any of the provisions hereof shall be binding unless reduced to writing and signed by the parties. Any relaxation or indulgence granted by one party to the other will not prevent the first party from exercising its rights under this Processing Agreement at a later stage.
12. Should any of the provisions of this Processing Agreement be held to be invalid, unlawful or unenforceable, such provisions will be severable from the remaining provisions, which will continue to be valid and enforceable.
13. In the event that a party successfully enforces or defends its rights in terms of this Processing Agreement, that party shall be entitled to recover from the other party its legal fees on the attorney and client scale, including fees of counsel on brief, tracing agents' fees and collection charges.
14. The Subscriber may not cede its rights or assign its obligations under this Processing Agreement without the prior written consent of SLD shall be entitled to cede its rights or assign its obligations under this Processing Agreement without requiring the written consent of the Subscriber if such cession or assignment does not prejudice the Subscriber. Should such cession and/or assignment take place, such cessionary shall also be entitled to enforce its rights hereunder against the Subscriber in respect of the services that it provides to the Subscriber.

## FICA DOCUMENT CHECKLIST (MANDATORY)

Please fax through a copy of the following documents with your Processing agreement

- Company or close corporation registration document
- Company proof of address
- Identity document of all Director(s) of the company of Member(s) of the close corporation
- Utilities bill containing the physical address (not older than 3 months)
- Applicable licence