

INTRODUCTION

- 1.1. Shop2Shop designs and sells card acceptance and mobile vending devices, (the “**Devices**”). It is also the owner of various platforms including the Shop2Shop payment application, Profit+, a mobile vending application, loaded onto a Device that provides Shop2Shop customers with the opportunity to earn additional commission when selling Value-Added Services (“**VAS**”) through Profit+ to an end-user/consumer.
- 1.2. The Partner is willing to establish and operate a service (“**Service Centre**”) which will provide certain services which may include operational support, sales, client service support, and/or top-up services through a drop safe (“**Services**”) on behalf of Shop2Shop.
- 1.3. Shop2Shop grants the Partner the right to exclusively operate a Service Centre as an “Authorised Shop2Shop Service Centre” at the location specified on the Cover Page and on the terms as set out herein including any special terms as set out in the Annexures.

2. SERVICES

- 2.1. The Partner agrees to **exclusively** provide Services (as agreed to in writing) to customers or potential customers of Shop2Shop, which Services may include (i) operational support; (ii) sales Shop2Shop products and services including Devices; (iii) client service support; and/or (iv) Shop2Shop account top-up services through a cash counting safe in an area as agreed to between the parties in writing.

3. TERM

- 3.1. The Agreement will commence on the Start Date and shall continue for a period of three (3) years (“**Term**”), automatically renewable for 12 months annually.
- 3.2. Shop2Shop shall have the right to terminate this Agreement on the terms set out in the specific SOW.

4. EXCLUSIVITY

- 4.1. The Partner agrees that, for the duration of this Agreement, it shall not operate, permit, or allow any other Service Centre or similar business to be operated from the same premises where the Partner conducts business under this Agreement, without the prior written consent of Shop2Shop.

5. PAYMENT

- 5.1. Shop2Shop agrees to pay the Partner a fee for all sales generated through the Service Centre as set out in Schedule 1.
- 5.2. Payment will be made on a monthly basis into the Partner’s Shop2Shop trading account.

6. PARTNER RESPONSIBILITIES

- 6.1. The Partner shall adhere to Shop2Shop’s rules, policies, and procedures, including but not limited to:
 - 6.1.1. Marketing and branding standards;
 - 6.1.2. Operational guidelines; and
 - 6.1.3. Client service protocols.
- 6.2. The Partner must maintain the quality and integrity of Shop2Shop’s brand and services at all times.
- 6.3. The Partner must ensure:

- 6.3.1. that it uses the tools (including Booqa) and systems that Shop2Shop provides the Partner to operate the Service Centre;
- 6.3.2. that the premises from which the Service Centre is operated from, common areas, utilities, and necessary infrastructure is in a neat, tidy and a decent condition and reflective of Shop2Shop's corporate identity;
- 6.3.3. that it appropriately staffs the Service Centre in order to provide the Services as set out in the Schedule;
- 6.3.4. install and display branding, signage, and other marketing materials both inside and outside the Service Centre free of charge;
- 6.3.5. ensure customers have reasonable access to the Service Centre during regular business hours;
- 6.3.6. operate within the agreed upon geographical area during the agreed upon hours;
- 6.3.7. it complies with the laws and regulations of South Africa.

7. SHOP2SHOP RESPONSIBILITIES

7.1. Shop2Shop will:

- 7.1.1. be responsible equipping the Service Centre as agreed between the Parties in the Schedule;
- 7.1.2. be responsible for the costs associated with setting up the Service Centre, which include counter, branding, anything else which is required to ensure the operation of the Service Centre, unless otherwise stated in the specific SOW; and
- 7.1.3. provide the Partner and the Service Staff employees with initial training and ongoing support to ensure they can service the customer, sell the products and services and comply with Shop2Shop's standards and policies. The Partner agrees to participate in training sessions as required by Shop2Shop from time to time.

8. GENERAL

- 8.1. This Agreement contains all the express provisions agreed on by the Parties relating to the subject matter of this Agreement and the Parties waive the right to rely on any express provisions not contained herein.
- 8.2. No agreement varying or cancelling this Agreement, and no suspension of any right in terms of this Agreement shall be effective unless reduced to writing and signed by or on behalf of both the Parties.
- 8.3. The entire provisions of this Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.
- 8.4. This Agreement shall be capable of execution in two or more counterparts, each of which shall be deemed to be an original, but which together shall constitute one document.
- 8.5. The Partner agrees to keep all confidential information pertaining to Shop2Shop's business, clients, and operations strictly confidential and shall not disclose such information to any third party without prior written consent from Shop2Shop.
- 8.6. The Partner agrees to indemnify and hold harmless Shop2Shop from any claims, losses, or damages arising from the Partner's operations or any breach of this Agreement.

- 8.7. The terms of engagement, which can be found at https://agents.shop2shop.co.za/wp-content/uploads/2024/08/20240823-Agent-Agreement_V2.pdf is incorporated into this agreement and by signing this agreement, the Partner agrees to adhere to it. In the event of conflicting provisions, the terms of this Agreement will prevail,
- 8.8. If the Service Centre includes a safe, the terms and conditions relating to safe rentals available at <https://www.shop2shop.co.za/safe-agreement-terms/> is incorporated into this agreement and by signing this agreement, the Partner agrees to adhere to it.