



AFFILIATE PARTNER PROGRAMME

TERMS AND CONDITIONS

These are the terms and conditions ("**Terms**") of the Peach Payments Affiliate Partner Programme ("**Programme**"). Participation in the Programme is strictly subject to these Terms. Please read these Terms carefully. If you do not agree with these Terms, or do not wish to be bound by them, you must not participate. Peach may update these Terms from time to time on written notice to participants in the Programme ("**Partners**").

Reference to "us", "we", "our" or "Peach Payments" is to Peach Payments Proprietary Limited (Registration No. 2012/076633/07). If you have any questions about the Programme, please reach out to us via email at support@peachpayments.com.

Programme Details. This programme is aimed at incentivising Partners to refer SME businesses to Peach for online payment processing services ("**Services**"). Partners will receive compensation for each qualifying prospective merchant ("**Qualifying Lead**") who was introduced by the Partner to Peach and who then contracts with Peach for Services.

Qualifying Lead. A Qualifying Lead must be a completely new referral. This means that they cannot be a person or business that has previously used Peach for Services, nor can they be someone with whom Peach has been in discussions for the provision of Services. In certain circumstances, Peach may in its discretion deem a prospective merchant as a Qualifying Lead, even if Peach has been in sales discussions with the merchant. This may occur where the Partner assists in signing up the merchant and completing the sale. This will be communicated to the Partner in writing.

Eligibility for Commission. Partners are entitled to receive commission if a Qualifying Lead referred by the Partner contracts with Peach for Services. To be credited with a referral ("**Partner Referral**"), each Partner will be provided with a unique form, and Qualifying Leads must use this form. Partners will only be eligible to receive commission on Partner Referrals that contract with Peach for Services:

- within 6 months of completing their online Services application; and
- start on the Peach Growth Plan for SMEs, i.e., their aggregate successful monthly transaction volumes processed via Peach ("**Transaction Volume**") is R300,000 (three hundred thousand Rand) or less.

Please note that we are not obliged to take on any merchants you refer to us, and we may terminate the provision of Services to the merchant at any time.

Commission Amount. The amount of commission payable to the Partner is equal to 0.1% of the Partner Referral's first year of monthly Transaction Volume, up to a maximum of R5,000 (five thousand rand) per Partner Referral. Commission payments include VAT, where applicable. This 12-month period will start once the Partner Referral processes ZAR200.00 (two hundred Rand) or more via the Peach platform. For purposes of calculating commission, monthly Transaction

Volumes will be reduced by the sum of any successful refunds, and chargebacks (including penalties and fees which might be incurred in relation to such chargebacks). If any dispute arises as to the amount of commission payable, this dispute will be referred to our auditors for settlement and their decision, save in the case of manifest error, shall be final and binding on both parties.

Payment of Commission. Commissions are paid monthly. Commissions will be paid (whether invoiced or not) within 30 days of the end of the month by EFT into your nominated bank account. We will send Partners a written statement setting out, in respect of such month and in respect of each Partner Referral, the commission payable to the Partner. The Partner is responsible for generating a tax invoice for the commission payable, and the Partner is responsible for accounting for any VAT or other taxes payable by it in respect of the commission payment. Peach is not responsible for any expenses incurred by Partners.

Application to join the Programme. If you wish to become a referral partner, you must fill out the application form on our website <https://www.peachpayments.com/partners>. We will review all applications and communicate whether you have been accepted into the Programme within a reasonable time via email. Acceptance is discretionary, but we will consider factors like the existing number of partners in the Programme, and the trading history and business of the prospect. Ultimately, successful applicants will be those that have, or may have, legitimate contacts in the SME space in South Africa who might be interested in purchasing Services from Peach.

Limited Authority. Partners have no authority, and must not represent, or permit any person to represent, or otherwise create the impression that it is authorised to bind or act on behalf of Peach in any way. Partners must not make or enter into any contracts or commitments or incur any liability for or on behalf of Peach, including for the provision of the Services or the price for them, and must not negotiate any terms for the provision of the Services. Partners must not make or give any promises concerning the Services which are not contained in Peach's own marketing materials.

Confidentiality. Partners must keep all information which isn't publicly available, whether this is information relating to Peach, our business, our partners, or our merchants, confidential. Partners may disclose this information to its employees, officers, representatives, or advisers who need to know such information for the purposes of participating in this Programme. However, these employees, officers, representatives, or advisers must keep the information confidential. As a Partner, you are also expected to comply with all applicable data protection laws, such as the Protection of Personal Information Act, 2013. We will do the same in respect of Partner data. We will only use such data to perform our obligations in terms of this agreement, as may be required by law, or for internal analytical purposes. We will not share a Partner's personal information with 3rd parties.

Termination. Either the Partner or Peach can terminate a Partner's participation in the Programme at any time on 30 days' notice. In this case, we will continue to pay commission owing to the Partner in respect of existing Partner Referrals, but no new Qualifying Leads of Partner Referrals will be accepted for purposes of paying commission. However, if Peach reasonably suspects that a Partner has breached these Terms or acted in such a way that might harm or prejudice Peach or our reputation, we may terminate their participation immediately on written notice and the Partner will no longer be eligible to receive any commission.

Good Faith. Partners must act in good faith, and not misrepresent Peach or our brand in any way or conduct themselves in such a way that might damage our goodwill or bring the Peach brand or reputation into disrepute.