



Merchant Services Agreement

This merchant services agreement (“Agreement”) is effective as of [] (“Effective Date”) and is entered into by and between [], a private limited liability incorporated under the laws of South Africa, having its registered office at [], with company registration number [] (“Merchant”) and **Cross Switch South Africa Technologies (PTY) Ltd**, a private limited liability incorporated under the laws of South Africa, having its registered office at 12 Cornelia Street, Robindale, Randburg, Gauteng, 2194, South Africa, with company registration number 2021/641333/ (“Cross Switch”, and together with Merchant, the “Parties”);

Recitals

Whereas, Merchant is a customer of [introducer full name];

Whereas, Cross Switch provides payment services (“Services”) in South Africa including the Cross Switch payment orchestration platform (“CS+”);

Whereas, [introducer] has referred the Merchant to Cross Switch to make use of the Cross Switch Services and CS+; and

Whereas, Merchant desires to use the Services to facilitate transactions (“Transactions”) with its customers (“Customers”), allowing it to accept, process and manage payments, refunds and any other monetary exchanges, regardless of the payment method chosen by their customer, and to integrate with CS+ to enable such payment processing, pursuant to the terms and conditions of this Agreement.

The foregoing recitals are incorporated into this Agreement by this reference.

For and in consideration of the mutual covenants described below, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties agree:

Cross Switch Services

Cross Switch shall, in consideration of the fees set out in the Services Schedule attached hereto as Appendix 1, render the Cross Switch Services to the Merchant. Cross Switch shall make the Services accessible to the Merchant via its application programming interfaces (APIs) and other software known as CS+ to enable the Merchant to use the Services.

While Cross Switch shall provide setup guides and documentation, the Merchant must ensure the correct implementation, installation, integration, security and operation of all systems, equipment, software and telecommunications and use of the Services on its own platform. Cross Switch reserves the right to require Merchant to install or update certain software to continue using the Services. The Merchant is required to integrate CS+ into its systems at its expense. Cross Switch shall provide integration documentation and reasonable support for technical questions in order to facilitate this integration.

Before a Merchant can commence processing Transactions with Customers, the Merchant will have to perform testing to ensure that the integration is correct. Cross Switch does not assume any liability with regards to the correctness of Merchant’s integration and testing. Cross Switch provides its Services in accordance with all applicable laws, and subject to the rules, regulations, and operating guidelines published by the relevant payment schemes, the approvals, directives, notices or authorisations as may be issued by the Payment System Management Body to Cross Switch as a participant in the National Payment System of South Africa. This Agreement, together with Cross Switch’s full terms and conditions which can be found at <https://cross-switch.com/wp-content/uploads/2024/10/CROSS-SWITCH-SOUTH-AFRICA-Terms-of-Service.pdf> shall be referred to as the Master Services Agreement as such term is used in ancillary arrangements, including but not limited to Cross Switch’s Data Processing Addendum, which can be found at [].

Onboarding

To use the Services, the Merchant will have to register and complete Cross Switch’s customer onboarding process. The Merchant onboarding process includes a commercial approval and verification process, as well as the Merchant’s technical integration to access the Services via CS+. Cross Switch and third-party

CEO and Director

Appendix 1
Fee Schedule

Appendix 2

DEBIT ORDER AUTHORISATION

Company Name / Surname:	
Trading Name / Full Names:	
Contact Person:	
Registration No: / ID No:	
Postal Address:	
Phone:	
Email:	

Recurring Debit Order Authorization:

Bank:
Account Number:
Account Type:
Name of Account Holder:
Short Code for Debit Order
Unique Reference Number for Debit Orders

I/We, the client, or the duly authorized representative(s) thereof, hereby authorize Cross Switch South Africa Technologies (PTY) Limited ("Cross Switch") and/or its

agents to collect by means of electronic debit from the above account all or any monies due by

Company Name:

to Cross Switch and to pay same to Cross Switch. The authority so given is restricted to the amount equal to the outstanding obligation as agreed and defined in the Master Service Agreement I/We have agreed to with Cross Switch South Africa Technologies (PTY) Limited and as invoiced by Cross Switch. The deduction shall occur within the first 10 business days of the month. All such withdrawals from my/our bank account by you shall be treated as though they had been signed by me/us personally.

Terms & Conditions

1. I/We, the authorized signatory/ies, warrant that I/We are duly authorized to sign this Debit Order Authorization Agreement and by my/our signature hereto, confirm that I/We shall have no claims against Cross Switch South Africa Technologies (PTY) Limited arising out of this debit order authorization.
2. I/We understand that if any debit order due in terms of this Debit Order Authorization is rejected by my/our bank, all related bank rejection fees, and the full amount of the initial balance in the Amounts Schedule, that remains unpaid, shall be due and payable immediately on demand by Cross Switch South Africa Technologies (PTY) Limited.
3. I/We undertake to ensure that adequate funds are available in the bank account detailed in this agreement, to cover the amounts due in terms of this Debit Order Authorization Agreement.
4. I/We undertake to inform Cross Switch South Africa Technologies (PTY) Limited of any changes to my/our bank account details listed in the Debit Order Authorization Agreement.

5. I/We agree that this authority and mandate may be cancelled by me/us by providing 15 days' notice to Cross Switch South Africa Technologies (PTY) Limited via email to finance@cross-switch.com.
6. I/We agree that although this authority and mandate may be cancelled by me/us such cancellation shall not cancel the Master Service Agreement.
7. I/We also understand that I/we cannot reclaim amounts, which have been withdrawn from my/our account (paid) in terms of this authority and mandate if such amounts were legally owed to you.

Name:

Date:

Signature:

Name:

Date:

Signature: