



## 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 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;

**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

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 <https://cross-switch.com/wp-content/uploads/2024/10/CROSS-SWITCH-PROMOTION-OF-ACCESS-TO-INFORMATION-MANUAL.pdf>

## 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 payment method providers may conduct various checks to determine whether the Merchant's application can be approved.

## Data Protection

The Parties shall comply with all applicable laws relating to data protection and data privacy. Where Cross Switch processes personal data of Customers while processing Transactions on behalf of the Merchant, the Parties shall comply with Cross Switch's Data Processing Addendum.

## Dispute Resolution

This Agreement and any dispute or claim (including non-contractual claims disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and interpreted in accordance with the law of South Africa.

## Notices

All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given (a) upon personal delivery to the Party to be notified, (b) when sent by confirmed electronic mail (which shall be deemed notification in writing for the purposes of this Agreement) or facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt.

All communications shall be sent to addressed to the party at the address set forth on the signature page of this Agreement, unless either party provides the other party with an alternative address in writing.

For Merchant: email/address/phone

For Cross Switch: [legal@cross-switch.com](mailto:legal@cross-switch.com)

## Assignment

Neither party shall have the right to assign any rights or obligations under this Agreement to a third party without the other party's prior written consent.

## Miscellaneous

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one Agreement. A signature to this Agreement transmitted electronically shall have the same authority, effect, and enforceability as an original signature. This Agreement shall be duly effective upon signing by authorized representatives of each of the Parties.

***IN WITNESS WHEREOF the parties hereto have executed this Merchant Agreement effective the day and year first above written.***

***[Merchant]***

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By: [                          ]  
*[Position]*

**Cross Switch South Africa Technologies (PTY) Ltd**

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By: Mark Chirnside  
CEO and Director

**Appendix 1  
Fee Schedule**

<b>Country</b>	<b>Risk Profile</b>	<b>Payment Method</b>	<b>Brands</b>	<b>Fee %</b>	<b>Per Txn Fee</b>
South Africa	Low Risk	Local Credit Cards	Visa, MasterCard - 3DS	2.95%	R1.50
		Local Debit Cards	Visa, MasterCard – 3DS	2.95%	R1.50
		Local Credit Cards	American Express	3.25%	R1.50
		International Credit Cards	VISA, MasterCard	3.50%	R1.50
		Bank Transfer	Capitec Pay (subject to approval)	1.50%	R1.50
		Bank Transfer	Nedbank Direct (subject to approval)	1.50%	R1.50
		Bank Transfer	ABSA Pay (coming soon)	1.50%	R1.50
		Bank Transfer	Other banks	1.50%	R1.50
		Cards	Apple Pay	poa	R1.50
		Cards	Google Pay	poa	R1.50