



FAX: 031 267 3822 - OFFICE: 086 111 9990 - EMAIL: info@ekhwesi.com

SERVICE AGREEMENT

SCRATCH CARD METER REGISTRATION

Please follow the guidelines below to successfully register your meter on the Ekhwesi Prepaid Meter Database. To validate your Prepaid Meter, kindly complete and attach **all** required items and **email** to info@ekhwesi.com **before** Meter Installation.

PLEASE COMPLETE ALL REQUIRED DETAILS LISTED BELOW IN BLOCK CAPITALS:

OWNER DETAILS			
Ekhwesi Account Number			
First Name			
Surname			
Contact Number			
ID/Registration Number			
Email Address			
Street Address			
Town			
City		Post Code	
Rate per KWH/KL			
Meter Number/s			

PLEASE ATTACH ALL REQUIRED DOCUMENTATION LISTED BELOW:

DOCUMENTATION		
<u>Private Owner Requirements</u>	<u>Body Corp Requirements</u>	<u>Managing Agents</u>
Copy of Identity Document	Body Corp's Registration Forms Identity of all Members	Copy of Identity Document
Utility Bill of Metered Property	Utility Bill of Metered Property	Utility Bill of Metered Property
Bank Statement Stamped / Cancelled Cheque	Bank Statement Stamped / Cancelled Cheque	Bank Statement Stamped / Cancelled Cheque

FOR INTERNAL USE ONLY			
BODY CORPORATE		PROCESSING	
Title		Email	
Region		Report	
Unit Details		Bank	
EKHWESI ENERGY			
	Processed by	Checked by	Authorized by
Name			
Signature			
Date			

Signatures	Client		Ekhwesi Energy	1.		2.	
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Scratch Cards:

This option is used if a Customer has multiple Meters and for a Body Corporate who wants to manage their own Revenue Collection. Scratch Cards come in denominations of R50, R100 and R200. Scratch Cards are allocated to specific Body Corporates and will only be able to be used on Registered Meters. A standard rate SMS will need to be sent to redeem the Voucher (MTN or Vodacom). Here the Retail Price is R3.50 (incl) to the End User. Scratch Cards are sold in minimum quantities of 100 cards per denomination (box).

Disclaimer:

Ekhwesi will not be held responsible for any errors submitted by the applicant.

I, _____, agree to the above Terms & Conditions.

Signed: _____.

Signed at: _____.

Date: _____.

Signatures	Client		Ekhwesi Energy	1.	2.
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SERVICE AGREEMENT

SCRATCH CARD METER REGISTRATION

Entered into, by and between: _____,

Hereinafter referred to as "**Principal Agent**"

Represented by: _____.

In his/her capacity as: _____.

And

EKHWESI ENERGY (PTY) LTD,

(2006/036195/07)

Hereinafter referred to as "**Company**"

Represented by N SINGH in her capacity as the Operations Manager of the company operating under the Company's Charter,

- Together referred to as the "Parties"
- And individually as a "Party",

To be effective as of ____ day of _____ 2015.

NOW WHEREFORE IT IS AGREED THAT:

Signatures	Client		Ekhwesi Energy	1.	2.
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1. Definitions and interpretations.

1.1 Client – physical person that concludes the **client agreement** with the Company by any means not contradicting the current legislation, including the usage of Internet technology at forming the client's order. In the context of this Agreement a Client would represent an owner, or tenant of an owner belonging to a Body Corporate where the Principal Agent has been mandated by the Body Corporate, to collect Payments received by the Company from the Client, less the commission (as specified in 5.1 of this present agreement) for services of the Company in providing a prepayment electricity solution to the Client.

1.2 Client Agreement – agreement where the Company renders services and (or) sells goods to the Client; and the Client pays for these services and (or) goods. Services in the context of this agreement would include the successful delivery of prepayment STS tokens (1.9) via third party company devices (1.11).

1.3 Payer – any physical person, including the Client that makes the payment on behalf of the Client.

1.4 Prepayment electricity/ water – allows the receiving of payments from the Client prior to service consumption (upfront payment)

1.5 STS Prepayment electricity/ water (meter) – refers to the metering device which is placed inside the Client's premises. The meter allows the drawing of electricity/ water to the value of credit available on the meter

1.6 Meter number - refers to the unique number of the meter, determined by the manufacturer. It appears on the front legend plate on the meter and is programmed in to the meter memory. STS meters are characterised by an eleven 11-digit serial number - this number, together with the swipe card or an old token are required when purchasing tokens from the Company's vending system

1.7 Management and Vending system – the Company's revenue management system that manages both the financial and meter related information for each Client. Provides detailed reporting and incorporates the vending equipment which is used to generate meter specific STS tokens.

1.8 Scratch Cards

This option is used if a customer has multiple meters and for a Body Corporate who wants to manage their own revenue collection. The scratch cards come in denominations of R50, R100 and R200. Scratch cards are allocated to specific body corporates and will only be able to be used on registered meters. A standard rate SMS will need to be sent to redeem the voucher. (MTN or Vodacom). Here the retail price is R3.50 (incl) to the end user. Scratch Cards are sold in minimum quantities of 100 cards per denomination (box).

2. Subject of the agreement. General Provisions.

2.1 To fulfil the obligations arising from the present agreement, the Company has the right to involve third parties, but it is still responsible for their actions in front of the Payer.

3. Company's rights and duties.

3.1 The Company shall:

3.1.1 Accept Payments from the Payers that satisfy the following terms: The payers name and surname must be specified when the Payer makes the required payment.

3.1.2 Fulfil the interaction with the Client. This includes providing reliable and secure Vending infrastructure with full redundancy, ensuring maximum uptime of the platform.

4. Duties of the Principal Agent

4.1 The Principal Agent shall:

4.1.1 Advise the Company in writing of any changes in the Client's information as registered in the Company's Management and Vending system. Advise the Company in writing of any change required in the charge rate per energy unit in Rand per Kilowatt-hour (KWH) as registered in the Company's Management and Vending System. This is the rate at which the Company's vending system converts a monetary value held in the Client's account, into a corresponding KWH value represented as a twenty (20) digit electricity credit token. The Principal Agent is at all times responsible for the rate being charged per KWh and accepts full liability for any rate (per KWh) that the Principal Agent has mandated the Company to implement on the Company's Management and Vending system. The Principal Agent is responsible to ensure written confirmation is received from the Company confirming the requested rate change has been made and the effective date of the change. It follows that

Signatures	Client		Ekhwesi Energy	1.	2.
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the Principal Agent should not assume that by the mere action of sending the written rate change request that the change has in fact been made by the Company. It is understood that **no profit** is to be made from the resale of electricity and the rate per KWh reflected on the electricity tokens should be set according to the current municipal/Eskom tariff table. This legislation is covered under the following acts:

SIGN

- **National Energy Regulator Act (Act 40 of 2004)** – protects customer's interests.
- **Electricity Regulation Act (no 4 of 2006)** states the Regulator's right to regulate prices and tariffs.
- **Municipal by-law** – tariffs, rates and charges shall not be less favorable to the purchaser than those that would have been payable and applicable had the purchaser been supplied directly by the Municipality or Eskom.

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The principle agent hereby indemnifies the Company against any legal action alternatively loss suffered as a result of noncompliance by the principle agent with all legislation applicable to the installation and use of such electricity meter.

Sectional Titles Act 95 of 1986 - however, allows costs associated with the provision of electricity to be recovered via a separate surcharge or levy. The Company's Management and Vending system allows for the recovery of these costs via a separate surcharge. Recovery of these charges needs to be transparent to the Client and included in the relevant lease and/or body corporate rules. The Client will thereby sign acknowledgement upfront agreeing to these charges being deducted prior to receiving credit tokens.

4.1.2 Pay for the services of the Company as provided by article 5 of the present Agreement.

4.1.3 Provide the reliable information about all responsible persons on behalf of the Principal Agent in **Schedule No 1** of the present Agreement.

4.1.4 Fulfil other duties provided by the present Agreement.

5. Liabilities of the Parties

5.1 If the terms of the present agreement are violated or not duly observed, a Party at fault shall pay to the other Party the losses occurred in the result of such violation.

5.2 The Principal Agent is not liable for the Company's non-fulfilment of any obligations provided by the Client Agreement and doesn't consider the relevant claims from the Clients.

5.2.1 Notwithstanding the above articles in Section 6.1 through 6.5, EXCEPT FOR ANY LIABILITY RESULTING FROM A BREACH OF ANY REPRESENTATIONS OR WARRANTIES CONTAINED HEREIN, THE PARTIES' ENTIRE LIABILITY RESULTING FROM THE OTHER PARTY'S FAILURE TO PERFORM ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT SHALL BE THE PARTIES' ACTUAL, DIRECT DAMAGES AS MIGHT BE PROVABLE IN A COURT OF LAW, BUT NOT TO EXCEED THE AMOUNT PAID AND/OR OWED PURSUANT TO THIS AGREEMENT TO ONE PARTY BY THE OTHER PARTY PURSUANT TO THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE OR SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OR FOR LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND, WHETHER OR NOT THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE CUMULATIVE LIABILITY OF EITHER PARTY TO THE OTHER FOR ALL CLAIMS WHATSOEVER ARISING OUT OF THE TERMS AND CONDITIONS OF THIS AGREEMENT OR THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT, OR ANY ACT, EVENT, OR CIRCUMSTANCE AFFECTING THE PARTIES HERETO, INCLUDING ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID TO ONE PARTY BY THE OTHER IN ACCORDANCE WITH THIS AGREEMENT DURING THE ONE YEAR PERIOD IMMEDIATELY PRECEDING THE ACCRUAL OF THE APPLICABLE CLAIM. IN NO EVENT SHALL THE PARTIES BE LIABLE FOR CLAIMS, DEMANDS OR ACTIONS AGAINST THE COMPANY BY ANY OTHER PARTY OR BY CUSTOMERS, EXCEPT TO THE EXTENT PROVIDED IN THIS AGREEMENT.

6. Confidentiality

6.1. Parties obliged not to disclose confidential information obtained in the course of the performance of this Agreement. Confidential information is non opened to general use information of either Party, disclosure of which can cause damages and/or affect business reputation of either Party, including but not limited by:

- Payers, Payments, Operational Volumes, Accounts Balance Information;

Signatures	Client		Ekhwesi Energy	1.	2.
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- Tariff Policy Information of the Parties;
- Financial Clauses of this Agreement;

6.2. Parties undertake not to disclose information, subject to Clause 7.1 of this Agreement, to any third parties, excluding parties entitled to receive and transmit the above mentioned information on behalf of either Party in the course of the performance of this Agreement.

6.3. In case of the termination or expiry of this Agreement Parties undertake not to disclose or use information, subject to Clause 7.1, in their own interest or interests of the third parties within 2 years from the date of termination or expiry of this Agreement.

7. Force Majeure

Neither Party shall be liable for any non-execution or failures to perform any of its obligations due to Force Majeure Events, Acts of God and causes beyond its reasonable control, occurred after the commencement date of this Agreement.

7.1 Force Majeure Events include without limitation fire, flood, earthquake, elements of nature, acts of God, acts of war, terrorism, riots, civil disorders, rebellions and revolutions, changes of law, failure of communications or utilities, and acts of third parties and other events that hamper Parties to perform any of its obligations of this Agreement.

8.1. In the event that either Party becomes aware of any such non-executions or failures, caused by Force Majeure Event, it shall immediately notify the other Party in writing and shall detail the nature of the Force Majeure Event and its anticipated duration.

8.2. If such non-execution or failure continues for more than 2 months from the date of initial notification of the occurrence of the force majeure event then either Party shall be entitled to terminate this Agreement forthwith by giving notice in writing to the other Party.

9. Term and Termination

9.1. Term of this agreement thereafter shall continue for a period of every next calendar year until terminated by either Party serving on the other not less than 30 days written notice prior the expiry date of this Agreement.

9.2. Either Party may terminate this Agreement at any time by notice in writing to the other not later than 30 days prior prospective termination date of this Agreement after settling of all the mutual payments and fulfilment of their financial obligations, occurred in cause of the performance of this Agreement.

9.3. Parties may terminate this Agreement immediately at any time by mutual written agreement of both Parties; and such agreement shall not be unreasonably withheld.

10. Agreement Termination Consequences

10.1. From the termination date of this Agreement Company's authorities to accept and transfer Payments will be suspended.

10.2. Financial obligations of the Parties, as well as responsibilities of the Parties for the breach of this Agreement, will prevent termination of this Agreement till the date of their settlement.

11. Procedure of Dispute Settlement and Arbitration

11.1. If any dispute, difference or disagreement shall arise between Company and Principal Agent upon or in respect of the Agreement Parties shall undertake measurements to settle such dispute, difference or disagreement by means of negotiations.

11.2. This Agreement shall be governed and construed in all respects in accordance with the laws of the Republic of South Africa.

12. Other Provisions

12.1. In all the other cases, not stated in this Agreement, Parties have to act in accordance to existing Law.

12.2. In case of Parties business details change, each Party has to immediately notify other Party in writing.

12.3. Any amendments and supplements to this Agreement or previous correspondence shall be valid only if they are presented in writing and signed by the persons duly authorised by both Parties.

12.4. Parties acknowledge that this Agreement, its appendixes, schedules, amendments, supplements, as well as documents connected to the performance of this Agreement, either mentioned or non-mentioned in this Agreement, etc., faxed or electronically mailed documents, as well as signed with mechanically or electronically copied signature, or any other analogue of a sign manual, operate as the original paper documents, signed with a duly authorized representative of the Parties.

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12.5. This Agreement was drawn up in two copies, one copy for each Party. All copies of this Agreement are identical and have equal legal effect.

12.6. All Schedules and Supplementary Agreements to this Agreement constitute an integral part of this Agreement.

13 Essential Elements and Signatures of the Parties

Company: Ekhwesi Energy (Pty) Ltd (2006/036195/07)

Tel: 086 111 9990

Fax: 031 267 3822

Operations Manager: N Singh

Sales Manager: G Markwell

Signatures of the Parties:

Client Details:

Client Name

Client Signature

No complaints in connection to supplied services exist.

This Agreement was drawn up and signed in two copies, one copy for each Party.

All copies of this Agreement are identical and have equal legal effect.

Interaction Protocol (schedule No1).

Details of persons authorised to act on behalf of the Principal Agent:

Copies of all parties' identity documents must be attached.

Full Name: _____ ID Number: _____

Full Name: _____ ID Number: _____

Full Name: _____ ID Number: _____

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EKHWESI ENERGY			
	Processed by	Checked by	Authorized by
Name			
Signature			
Date			

Signatures	Client		Ekhwesi Energy	1.		2.
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