

FINANCIAL INTELLIGENCE ACT OF BOTSWANA - MEMBER INFORMATION

1. Why are we requesting this information?

- The Financial Intelligence Act of Botswana 2019 requires us to ascertain the identity of our merchants and to maintain proper supporting records in this regard.

2. Confidentiality.

- Your confidential information is stored securely within Botswana,
- We may disclose your personal information to our employees or representatives or when required, experts engaged by us, directly concerned with this mandate,
- We undertake all reasonable steps to ensure that they have the necessary privacy policies in place,
- We may also disclose your information where we have a duty or a right to disclose same, in terms of applicable legislation, court order, industry codes or where it may be necessary to protect our rights,
- We are bound by our policies and professional standards and **PAYM8** and its employees maintain complete independence in relationship to members,
- To protect the integrity of your information, no amendments to any information provided to us will be accepted without written confirmation from yourself or an authorised representative of the entity.

3. Anti-Money Laundering and Counter Terrorist Financing Requirements.

The following supporting verification documentation should be provided: -

- Incorporation Document (Certificate of Incorporation for companies, Certificate of Registration, Deed of Trust, etc),
- Proof of Residential Address (Utility Bill, Lease agreement, Title Deed, Affidavit, etc),
- Resolution authorising one to act on behalf of the company,
- Head of Business/Authorised Signatory's Identification,
- Document (Omang for citizens, Passport for non-citizens),
- Proof of Bank account,
- Proof of income tax registration and/or VAT registration (as applicable),
- Evidence of current shareholding,
- Shareholder Identification Document (Omang for citizens, Passport for non-citizens),
- Directors Identification Document (Omang for citizens, Passport for non-citizens).

4. KYC Checklist

NATURAL PERSON

Natural Person (Directors / Members / Trustees / Sole Proprietor)			
Information to Obtain	Means of Verification	Attached	Additional Notes
Full Names	Botswana issued Identity Document		
Date of Birth			
Identity Number			
Residential Address	Any acceptable documentation – not older than 3 months (Utility Bill)		
Income Tax Number	A document issued by BURS – not older than 3 months		
Contact Particulars	Postal Address / Telephone Number / Email Address		
Occupation or Source of Income	Details of Employer, Occupation, Position		
Nature & Location	Information of business activities if entity is a Sole Proprietor		

PRIVATE COMPANY

Private Company			
Information to Obtain	Means of Verification	Attached	Additional Notes
Registered Name	Certificate of Incorporation as issued by CIPA		
Registration Number			
Registered Address			
Business Name			
Head Office Address	Not the Registered- / Business Address - Any approved document to verify the business address and that reflects the business name – not older than 3 months		
Business Address	From which the entity operates - Utility Bill / Lease Agreement		
Ownership and Control Structure	Information regarding principal activities / Resolutions / Organogram / Source of Income / Financials		
Contact Particulars	Postal Address / Telephone Number / Email Address		
Business Address	From which the entity operates - Utility Bill / Lease Agreement		
Income Tax Number / VAT Number	A document issued by BURS to verify Tax Number – not older than 3 months / A document issued by BURS to verify VAT Number – not older than 3 months		
Contact Particulars	Postal Address / Telephone Number / Email Address		
Directors	All member Information		

5. Declaration of Beneficial Ownership

<u>Full Name(s) and Surname</u>	<u>Residential Address</u>	<u>Date of Birth</u>	<u>Nationality</u>	<u>% of Ownership</u>

6. Politically Exposed Persons (“PEPs”) as per the Financial Intelligence Act of Botswana 2019

- PEPs are persons who are currently or may have held prominent public function(s) in any country,
- Where a family member, associate or nominated beneficiary of the proposed member is a PEP, for purposes of this application, you are also a PEP.

Politically Exposed Person	YES	NO
Are you a PEP		
Are you or the contact person or any stakeholder (in the case of a legal entity, trust or unincorporated entity) a politically exposed person (PEP)		
Where you have answered “yes” in respect of any of the above, please stipulate the requisite source of funds, being the manner in which income is derived for purposes of legislative compliance (attach source documentation where required).		

I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein, immediately. In case any of the information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be liable for it.

Signed at _____ on this the _____ day of _____ 20_____.

Full Name: Director/Member	Signature: Director/Member
Full Name: Director/Member	Signature: Director/Member

APPLICATION DETAILS

COMPANY DETAILS						
Type of Entity	Sole Proprietor	Partnership	Private Company	Public Company	Limited Guarantee	Other
If other entity, specify						
Nature of Business						
Years in operation	Years: _____		Months: _____			
Registered Name						
Trading Name						
Registration Nr / ID Number						
Tax Number						
VAT Registration Number						
Principal Place of Business (Installation Address)						
Postal Address						
Office Contact Details	Landline		Fax:			
	Nominated Representative			Accounting Officer / Accounts Department		
Name & Surname:						
Landline Number:						
Mobile Number:						
E-mail Address:						
Are you a PEP / DPIP or any related party		Yes		No		Specify if yes
BANKING INFORMATION						
	Card Collections Merchant Account	Debit Order Settlement Account		Billing Account, from which to pay PAYM8		
Account Name						
Account No.						
Bank	FNB	FNB				
Merchant No.		n/a		n/a		
Branch						
Branch Code						

AUDITORS	
Name of Appointed Auditors / Accounting Officer	
Contact Name and Landline	

AGREEMENT ENTERED INTO

Between

PAYM8 (PTY) LTD

(Registration Number: BW00000506182)
(hereinafter referred to as “**PAYM8**”)

And

(REGISTRATION NR: _____)
(hereinafter referred to as “the ‘Client’”)

1. COMMENCEMENT & TERMINATION

- 1.1. This agreement shall be deemed to have come into effect on the date of signature by both parties in the conclusion of the agreement: -
 - a. If the date at which the agreement was signed is incomplete, unclear or in dispute for whatever reason,
 - b. The agreement shall be deemed to have come into effect on the date that client has been issued with a Welcome Letter confirming approval of the application and shall be accompanied by an invoice unless otherwise agreed.
- 1.2. This agreement shall continue to exist for a period of **3 (“three”) months, (“the initial period”)** where after it shall automatically be renewed and continue to exist on a month-to-month basis until such time as: -
 - a. Either party notifies the other party in writing of its intention to terminate the contractual relationship,
 - b. Notice of such termination must be given **3 (“three”)** months in advance of its intention to terminate the contractual relationship,
 - c. All amounts due to **PAYM8** by the client will become immediately due and payable upon the termination of this agreement.
- 1.3. The Client shall continue to be liable to **PAYM8** for all charges and fees in respect of services rendered for the duration of the contractual relationship, as well as during the notice period and for all fees relating to disputes and any fees that may arise after the termination of the contractual relationship.
- 1.4. **PAYM8** may terminate this agreement with immediate effect if the Client or any related party of the client is provisionally or finally liquidated, sequestrated, or placed under judicial management.
- 1.5. **PLEASE NOTE:** Prior to the commencement of normal business transactions, a test transaction must be submitted via the Clients settlement account to ensure correct settlement of funds. Where an integration partner is used, the integration process will apply for the test transaction.

2. INDEMNITY

- 2.1. Neither **PAYM8**, its members, employees, agents or any third party acting for and on behalf of **PAYM8** shall be held liable in respect of any action(s), claims, loss, damage (including consequential damages such as but not limited to loss of anticipated profits or other economic loss).
- 2.2. The provisions of this clause will survive termination of this agreement.
- 2.3. The Client acknowledges that notwithstanding any contradicting statements, independent rules and/or regulations which may prevent or delay the processing of any specific request or instruction the Client will hold **PAYM8** harmless for non-receipt of funds by any recipient hereunder, where the transaction is delayed or blocked, and any loss arising from a delay or cancellation of the request due to such ruling will be for the Client's account.

3. CLIENT'S OBLIGATIONS

Mandates and Regulatory Aspects: -

- 3.1. An Authenticated Mobile Transaction, often referred to as AMT, is a secure online processing of card transactions facilitated through Ezzi2Pay using the cardholder's chat platform for card detail entry and thereby permitting the Client to take a once-off payment from the cardholder by either debit or credit card.
- 3.2. Our Card Product is a unique offering that allows for a debit order to collect funds against a card issued by any Botswana Bank.
- 3.3. Real Time Debit Orders ("**RTDO**") makes provision for real time collections from any authorised First National Bank of Botswana ("**FNB**") Account.
- 3.4. Same Day Debit Order ("**SDDO**") are Debit orders that can be run against both private and business accounts.
- 3.5. Mandate means authorisation by the card or bank account holder of the Client to collect funds from the card or account.
- 3.6. The mandate must be either in writing, electronic or recorded that clearly confirms the amount that will be collected, the cycle of collection, the specific day of the month when the collection will occur and the account number of the account that will be debited.
- 3.7. Authorisation by the account holder must be given in either writing, electronically or voice recorded, and such authorisation must be properly obtained prior to the collection of the payment instruction against the account holder's account.
- 3.8. The mandate must indicate as a minimum the following information: -
 - a. Full Names and Surname of the Account Holder,
 - b. Contact details of the account holder,
 - c. Bank Account Number and related details of the Account Holder,
 - d. The collections cycle i.e weekly, fortnightly, monthly, once off etc,
 - e. The day on which the collection will occur i.e 15th (**fifteen**) of each month,
 - f. The collection start date if different from monthly collection date,
 - g. The Amount that will be collected,
 - h. Explicit authorisation must be given by the Account Holder, and
 - i. Any other requirements that may be determined from time to time by either **PAYM8**, Regulatory bodies or legislation.
- 3.9. The Client shall ensure that no CVV number or card numbers are stored by the Client electronically and that all paper-based documentation containing such unmasked numbers are destroyed properly after transactions are completed.

- 3.10. The client hereby warrants and undertakes too always: -
- a. Adhere to the terms and conditions as set out in this agreement and any such changes that may be made by **PAYM8** provided that such changes have been communicated to the client in writing.
 - b. Adhere and comply to any rules and regulations as determined from time to time by FNB,
 - c. Any other regulatory or legislative requirements as determined and enacted by the Parliament or relevant independent regulatory body.
- 3.11. Shall retain all original Mandates or Payment Instructions obtained and/or generated by the Client during the operation and administration of this agreement, for a period of **20 (Twenty)** years (or such other period as may be prescribed by law) as from date of each Mandate.
- 3.12. Shall make available, on request by any independent auditors, FNB or any other interested 3rd Party copies of any mandates required for inspection within **24 (twenty-four)** hours.
- 3.13. The Client shall conclude and enter into a Merchant Member Retail Agreement with FNB.
- 3.14. The Merchant Member Retail Agreement as per 3.13 *supra* is entered into between the Client and FNB and makes provision for terms of services and charges of the Merchant Services Commission (MSC) payable by the client on all successful transactions submitted via the **PAYM8** to FNB on behalf of the Client.
- 3.15. Shall make the required changes and amendments to its existing and new mandates should, on inspection, the mandates fail to comply with standards and rules as defined by **PAYM8**, FNB or any other regulatory body within a reasonable time as agreed to by **PAYM8** and the Client.
- 3.16. Shall not use or allow that the products and services as offered by **PAYM8** and as agreed to in this agreement to be used for any improper or unlawful purposes.
- 3.17. **PAYM8** reserves the right to terminate its services and use of its products without the requisite notice:
- a. On the advice or recommendation of either Bank, FNB or any other regulatory body,
 - b. If **PAYM8** becomes aware of, or is made aware of the fact that its products and services are misused or is in contravention of any of the agreed terms, regulations or legislation, or any act of fraud or dishonesty is committed by either the client, its employees or any other party affiliated with the client,
 - c. Or for any other reason if it becomes evident that the reputation of **PAYM8** will be harmed in any manner whatsoever.

4. DISPUTES AND CHARGEBACK'S (RD)

- 4.1. The Client undertakes to manage its dispute and RD rates to ensure that the dispute or chargeback rate is not more than industry accepted dispute rates, as defined by its regulatory body, FNB or any other legislation that may be enacted from time to time.
- 4.2. If these thresholds have been exceeded, **PAYM8** reserves the right to suspend all the Client's services at its discretion, following consultation with the Client.
- 4.3. The Client undertakes to manage their retries on failed transactions as per the industry norm.

5. APPLICATION SECURITY

The Client acknowledges and agrees: -

- 5.1. Any recommended and or required security procedures will be properly followed and in such a manner to prevent any confidentiality breaches or any other breach of this agreement.
- 5.2. The safekeeping and confidentiality of all devices, passwords and signatures and other confidential information remains the responsibility of the Client and the Client shall ensure that the services are not used, or the instructions are not issued, or the relevant functions are not performed by anyone other than a person authorised to perform such functions.
- 5.3. The Client shall notify **PAYM8** immediately on the Client becoming aware that a device or password has been lost or forgotten or may have been obtained by an unauthorised person.
- 5.4. The Client will be deemed to have read, understood, and applied the information displayed on any profile, system, or electronic site as well as the terms as set out in this agreement.
- 5.5. The Client understands and accepts that it may link users at different levels of authorisation to the Client's profile and it will be the responsibility of the Client to ensure that no unauthorised persons have access to the Clients profile on the **PAYM8** Services.
- 5.6. The Client hereby agrees and confirms that they will not be using the system to send out unsolicited messages and should they breach this clause, **PAYM8** reserves the right to terminate services to the Client, at its discretion, with immediate effect without notice and without prejudice to any other rights in law.

6. BANK RESERVE

- 6.1. **PAYM8** shall be entitled to and at its own discretion, require the Client to set up a security arrangement (aggregate limit) directly with the Client's bankers.

- 6.2. **PAYM8** shall be entitled to and at its own discretion require the Client to make a deposit into **PAYM8's** bank account for an amount to be calculated by **PAYM8** and retained on a long term basis as security for all the Client's debt, which amount may be pledged / ceded to **PAYM8's** bankers as security for the right to collect transactions and which will only be paid back when **PAYM8** is satisfied that all liabilities and risks of the Client have either been discharged, or reduced to levels acceptable to **PAYM8**.
- 6.3. On termination of this agreement and if **PAYM8** does not deem itself to be under further unacceptable risk, deposits will be paid to the Client after a minimum of **60 (sixty)** days, and any interest earned on any deposits shall accrue to-, and for **PAYM8's** benefit. The Client or any other interested party shall have no claim thereto.
- 6.4. All transactions submitted by the Client to **PAYM8** shall have due regard to the aggregate limit range as contained in the Client's arrangements with its bankers.

7. CHARGES

- 7.1. All pricing, at the discretion of **PAYM8**, is subject to an annual pricing review on the 1st of July,
- 7.2. **PAYM8** will render monthly invoices to the Client: -
- a. In advance, in the case of license fees,
 - b. In arrears, in the case of transaction fees,
- 7.3. The Client shall be directly liable for Merchant Services Commission (MSC) charges to FNB.
- 7.4. Payment terms are strictly COD and payment is due on receipt of invoice. Debit Order deductions are processed within the first **5 (Five)** working days of the month.
- 7.5. The Client must pay every debt to **PAYM8** promptly and in full and may not withhold any payment or deduct any amount from it or set off any amount against it.
- 7.6. A certificate signed by any director or manager (whose appointment need not be proved) of **PAYM8** shall be prima facie evidence of any amount due by the Client and the onus to prove errors rest on the Client.
- 7.7. Charges for services not covered by this agreement will be invoiced separately at **PAYM8's** standard service rate.
- 7.8. The Client agrees and hereby authorises **PAYM8** to debit either of the bank accounts held by the Client as stipulated on the **PAYM8** Application form, between the first and thirty first of the month for the costs owed by the Client in terms of this Agreement. **PAYM8** reserves the right to terminate this agreement if the Client: -
- a. Cancels any such debit orders without the written consent of **PAYM8**,
 - b. Changes his banking details upon which the debit order relies without giving **PAYM8** prior notification of such change and providing **PAYM8** with the Client's new banking details.

- 7.9. **PAYM8** reserves the right to terminate this agreement or suspend or postpone the provision of any service to be performed as contemplated in the agreement with immediate effect, should the Client fail to effect full and timeous payment, as agreed to in terms of this agreement, of any invoiced amounts.
- 7.10. **PAYM8** shall be entitled to charge any banking and/or administration fees and/or penalties in the event of the Client defaulting in its payments or effecting cash deposits to settle the Client liabilities due to **PAYM8** or penalties incurred for non-compliance of any rules or any other of its obligations as set out in this agreement.

8. FORCE MAJEURE

If any instruction cannot be executed due to an act of God, a governmental act, an act of any regulatory authority, supervening illegality or impossibility or performance, war, malicious damage, fire, flood, explosion, power black-out, loss of utility, civil commotion, industrial dispute, acts or omissions or telecommunications or data communication, operators or carriers of any third parties or of any technical or other problems affecting any software or operation of systems used by such party or to any reason beyond the control of **PAYM8**, **PAYM8** will assist the Client to rectify same but neither party will be liable to the other party for any delay, non-performance of its obligations or damages due thereto.

9. LIABILITY

- 9.1. **PAYM8**, its service provider and the bank shall not, in any circumstances, be liable to the Client for any direct, indirect, or consequential loss or damages including, without limitation, loss of business or profits save to the extent where direct loss or damage arises out of the wilful misconduct or gross negligence by **PAYM8**. For purposes of this Agreement, "wilful misconduct or gross negligence" means any intentional material act or failure to act which seriously and substantially deviates from a diligent course of action and which is in reckless disregard of or indifference to the harmful consequences.
- 9.2. The Client indemnifies **PAYM8**, its service providers and the bank from and against any loss, damage, costs, expenses and liabilities which the Client may suffer or incur as a result of or in connection with any claim or action by any third party arising out of the actions or omissions of **PAYM8**, its service provider or the bank, save to the extent that the legal action or claim arises out of fraud; or the wilful misconduct or gross negligence by **PAYM8**.
- 9.3. The Client indemnifies **PAYM8** should any successful collection be disputed or returned as unpaid by the Client's customer and the bank recoups such collection from **PAYM8**.
- 9.4. The provisions of this clause will survive termination of this Agreement.
- 9.5. The Client indemnifies **PAYM8**, its service providers and the bank from and against any loss, damage, cost, expenses, and liabilities which the Client may suffer or incur as a result of transactions processed with incorrect, outdated, expire, lost or stolen card or account details which details were provided directly or indirectly by the Client.

10. DISCLAIMER

- 10.1. **PAYM8** together with this agreement and its related products and/or services shall be governed by and interpreted in all respects in accordance with the laws of Botswana, and subject to the exclusive jurisdiction of the courts situated within Botswana.
- 10.2. The use of **PAYM8**'s products and/or services are used at the Clients own risk and **PAYM8** will not accept any liability or responsibility for any error or delay that may arise because of inaccessibility of any products or services due to any error on the Clients software or other services provided by independent third parties to the Client.
- 10.3. **PAYM8** may at its sole discretion and at any time, suspend or terminate its products and/or services without prior notice, and at any time discontinue or disable certain parts of the services available for purposes of maintenance or upgrades or any other causes beyond **PAYM8**'s control.

11. BREACH

- 11.1. Should any party breach any provision of this agreement, all of which are deemed to be material, and remain in breach notwithstanding having been given 10 (ten) days written notice by the other party to remedy the breach, the aggrieved party shall be entitled to claim specific performance or to cancel this agreement, and in either instance, to claim damages. Notwithstanding the above, no further notice shall be required in the event of 2 (two) prior notices already having been given.
- 11.2. The remedies of each Party in terms of this agreement shall not be exhaustive and shall be in addition and without prejudice to any other remedies it has under or in consequence of this Agreement.
- 11.3. In the event of **PAYM8** instituting legal proceedings against the Client because of unlawful or fraudulent use of the **PAYM8** Collection application or take any other legal steps arising out of this agreement, the Client shall be deemed liable for all such legal, banking and administration costs.

12. FINANCIAL INTELLIGENCE BODY

- 12.1. The Client acknowledges that **PAYM8** must obtain certain information to adhere to applicable acts regulating certain industries and for obtaining and validation of information.
- 12.2. The Client shall supply all information asked for in this regard without any delay, recognising that a delay may lead to a suspension of the agreement. **PAYM8** is authorised to contact the Client's auditor / accountant / other designated person to obtain confirmation of business activities.

13. USE OF PERSONAL INFORMATION

- 13.1. To process the debit payment instruction as well as for verification purposes, I/we herewith acknowledge and consent that my/our "personal information" as defined by the Data Protection Act of Botswana ("**DPA Act**") may be used by **PAYM8** to successfully process payment instructions.

- 13.2. I/we further grant consent that the aforementioned information may be stored by **PAYM8** or any of its partners, and that the information may be distributed to the relevant any Banking- and Non-Banking Institutions for “processing” purposes.
- 13.3. I/we herewith acknowledge and grant consent that a record of this information may be kept for a period of 20 (“**Twenty**”) years after completion and/or cancellation of the debit order or for such a period as prescribed by Law.
- 13.4. I/we herewith acknowledge that the provision of this information is mandatory and a failure to provide such information will lead to the inability to process the debit payment instruction or use the services of **PAYM8** and/or verify my/our application.
- 13.5. I/we herewith acknowledge that I/we have the right to object and to lodge a complaint as prescribed by the relevant Data Protection Legislation.
- 13.6. Personal information provided by the client/applicant will be used and processed as is necessary to carry out actions and functions for the conclusion or performance of the agreement entered between the parties.
- 13.7. The confines of the agreement will not be overstepped, and the documentation collected and/or personal information given will not be used for any other purpose other than that of the performance of the agreement unless otherwise required by Law or prior authorisation is obtained.

14. CONFIDENTIALITY

PAYM8 undertakes to:

- 14.1. Treat your personal information as strictly confidential.
- 14.2. Take appropriate technical and organizational measures to ensure that your personal information is kept secure and is protected against unauthorized or unlawful processing, accidental loss, destruction or damage, alteration, disclosure, or access.
- 14.3. Promptly notify you if we become aware of any unauthorized use, disclosure, or processing of your personal information.

15. GOVERNING LAW

This agreement shall in all respects be governed by and construed in accordance with the laws of Botswana including all matters of interpretation, construction, validity, and performance. Accordingly, any reference in this agreement to any statute, place, organisation, court, meeting place, officer or the like, shall relate to Botswana, unless the contrary is expressly stated.

16. JURISDICTION

If any dispute shall arise between the Parties as to any matter contained in this Agreement, the Parties agree that the court with jurisdiction shall be the High Court of Botswana held at Gaborone.

17. DISPUTE RESOLUTION

Mediation

In the event of any dispute or difference arising between the parties relating to the interpretation, enforcement or any issue related to this agreement, the products or the supply of products including the implementation, execution, interpretation, rectification, termination or cancellation of this agreement, the party shall procure an independent third party in an attempt to negotiate a settlement between the parties.

Arbitration

If any dispute shall arise between the parties as to any matter contained in this agreement, its interpretation or enforcement of any term thereof, or any dispute of whatever nature which may arise by virtue hereof, at the Distributor's election, the dispute shall be referred to and be determined in accordance with the Arbitration Act, Cap 06:01 as amended, save as provided for herein. The arbitrator is an independent third party to decide on the dispute before him / her.

The following provisions must always be taken into consideration when commencing Arbitration proceedings and as prescribed by the Arbitration Act: -

- a. The referral to arbitration must be in the form of a written Submission to Arbitration,
- b. That the Court will only set aside an Award of an arbitrator if the arbitrator has misconducted the proceedings, or the Award has been improperly procured.
- c. At the conclusion of the arbitration proceedings, the arbitrator hands down an Award which is his decision on the dispute and which may, or may not, be open to an appeal.

18. NOTICES AND DOMICILIUM

Each of the Parties chooses domicilium citandi et executandi ("domicilium") for the purposes of the giving of any notice, the serving of any process and for any purposes arising from this Agreement at their respective addresses set forth hereunder:

PAYM8 SA: SPACES Waterfall, Midrand

PAYM8 BW: The Office, Unit 88, Showgrounds Office Park, Plot 64517, Gaborone, Botswana

THE CLIENT: _____

Any notice (which includes a fax and email) given and any payment made by a party to any of the others ("the addressee") which: -

- a. Is delivered in accordance with the applicable rules by serving a copy on the person personally,
- b. Writs of summons, petitions, notices, summonses, orders, pleadings and other documents shall not be served on a Sunday or between 7 p.m. and 7 a.m. of any other day, and no such service shall be valid if made,
- c. Delivering a copy thereof at the domicile so chosen by either handing to the defendant personally or to any responsible person apparently not less than 16 years old,
- d. Service of any such process on the offices of an attorney by facsimile transmission shall be effective provided that it is proved that a legible copy was so served.

19. CESSION

PAYM8 may, wholly or partially, cede, transfer, and assign its rights and/or obligations arising from this agreement to any third party. The Client may have the same right after obtaining **PAYM8** written consent, but all obligations shall be transferred to any successor in title continuing herewith, without the transferor being released from existing obligations or any claims existing / arising before such transfer.

20. SEVERABILITY

Any provision in this agreement, which is or may become illegal, invalid, or unenforceable, shall be treated as never having been written and severed from the balance of the agreement, without invalidating the remaining provisions or affecting their validity or enforceability. Furthermore, should any term herein be ruled to be unreasonable, unenforceable, or excessive, the appropriate tribunal seized of the matter is hereby authorised to limit and amend any such offending term or terms, to bring them within the bounds of reasonableness, which will thereupon be binding upon the parties.

21. ALTERATIONS

No alteration, consensual cancellation, variation of, or addition hereto shall be of any force or effect unless reduced to writing and signed by the parties/duly authorised representatives of the parties.

22. EXTENT OF THIS AGREEMENT

- 22.1. This agreement constitutes the entire agreement between the parties and supersedes all existing and previous contracts whether written or oral, about the same service.
- 22.2. No variation of the agreement is valid unless it is in writing and signed by **PAYM8** or confirmed by email by a duly authorised representative of **PAYM8**.

23. NO INDULGENCES

No indulgence, leniency, or extension of time which any party may grant or show to any other party shall in any way prejudice such party or preclude such party from exercising any of his/her/its rights in the future.

24. COSTS

All and any costs, including costs on the attorney and client scale, payable as a result of a party breaching any term of this agreement, shall be payable by the party against whom a costs order is made.

25. GOOD FAITH

The parties shall in all their dealings with one another demonstrate a duty of utmost good faith and shall in addition utilise their respective reasonable best endeavours to co-operate with one another to give practical effect to the ambit and meaning of this agreement.

26. SUCCESSORS

This agreement shall be binding upon the parties' successors in title, and their estates and executors.

Signed at _____ on this the _____ day of _____ 20_____.

Details of Owners / Partners / Members / Directors involved in the day-to-day operations of the Business:			
Full Names		ID No:	
Contact No		Mobile No:	
Signature:			

Details of Owners / Partners / Members / Directors involved in the day-to-day operations of the Business:			
Full Names		ID No:	
Contact No		Mobile No:	
Signature:			



WRITTEN AUTHORITY AND MANDATE FOR DEBIT PAYMENT INSTRUCTIONS

A. AUTHORITY

Given by: _____

Address: _____

Business Registration No / ID No: _____

Bank Account Name: _____

Bank Account Nr: _____

Branch Code: _____

Type of Account: **Current (Cheque) / Savings / Transmission**

Amount: Variable as per **PAYM8** monthly invoicing

Date: Variable / _____

To: **PAYM8 (PTY) LTD**

Abbreviated Name: **PM8.PM8RTDOBW**

Beneficiary Address: **Plot 64517 Showgrounds Office Park, Gaborone**

B. This signed Authority and Mandate refers to our contract Dated ____/____/ **20** (“the Agreement”).

C. I/We hereby authorise you to issue and deliver payment instructions to your banker for collection against my/our abovementioned account at my/our abovementioned bank (or any other bank or branch to which I/we may transfer my/our account) on condition that the sum of such payment instructions will never exceed my/our obligations as agreed to in the Agreement.

D. I/we may transfer my/our account) on condition that the sum of such payment instructions will never exceed my/our obligations as agreed to in the Agreement until this Authority and Mandate is terminated by me/us by giving written notice not less 20 ordinary working days, and sent by prepaid registered post, electronic mail or delivered to your address indicated above.

E. The individual payment instructions so authorised to be issued must be issued and delivered as follows:

- The first payment may differ and will be communicated to you by email, thereafter the following will apply,
- Monthly licensing fees will be collected on the first working day of every month,
- RTDO transaction fees will be collected on the fifth working day of every month.

- F. If the payment day falls on a Sunday or recognized Botswana public holiday, the payment day will automatically be adjusted to the very next ordinary business day.
- G. I /We understand that the withdrawals hereby authorised will be processed through a computerized system provided by the Botswana Banks.
- H. I also understand that details of each withdrawal will be printed on my bank statement and contains a reference number and must be included in the payment instruction and identified as such my bank statement and in accordance with **Section L** below before the issuing of any payment instruction.

I. Mandate

I/we acknowledge that all payment instructions issued by you shall be treated by my/our above-mentioned bank as if the instructions had been issued by me/us personally.

J. Cancellation

I/we agree that although this authority and mandate may be cancelled by me/us, such cancellation will not cancel the agreement. I/we shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force if such amounts were legally owing to you.

K. Assignment

I/we acknowledge that this authority may be ceded or assigned to a third party if the agreement is also ceded or assigned to that third party, but in the absence of such assignment of the agreement, this authority and mandate cannot be assigned to any third party.

L. Use of personal information

- a. To process the debit payment instruction as well as for verification purposes, I/we herewith acknowledge and grant consent that my/our "Personal Data" as defined in section 2 of the Data Protection Act of 2018 (DPA Act) may be used by **PAYM8**, the debit order facilitation service provider.
- b. Appoints **PAYM8** as the "Data Processor" as defined in terms of the DPA Act and located at Plot 64517 Showgrounds Office Park, Gaborone.
- c. I/we further grant consent that the aforementioned information may be stored by **PAYM8** or its partners, and that the information may be distributed to the relevant Botswana Banking- and other Financial Institutions for "processing" purposes as defined in the DPA Act.
- d. I/we herewith acknowledge and grant consent that a record of this information may be kept for a period of 20 years after completion and/or cancellation of the debit order or for such a period as prescribed by legislations and / regulatory industries.
- e. I/we herewith acknowledge that the provision of this information is mandatory and a failure to provide such information will lead to the inability to process the debit payment instruction or use the services of **PAYM8** and/or verify my/our application.
- f. I/we herewith acknowledge that I/we have the right to object and to lodge a complaint as contained in Section 42 of the DPA Act.
- g. Furthermore, **PAYM8** agrees that the personal information hereby provided by the client/applicant will be used and processed as is necessary to carry out actions and functions for the conclusion or performance of the agreement and for no other purposes as prescribed in Section 16 of the DPA Act.

M. Confidentiality

PAYM8 (Pty) Ltd undertakes to:

- a. Treat your personal information as strictly confidential.
- b. Take appropriate technical and organizational measures to ensure that your personal information is kept secure and is protected against unauthorized or unlawful processing, accidental loss, destruction or damage, alteration, disclosure, or access.
- c. Promptly notify you if we become aware of any unauthorized use, disclosure, or processing of your personal information.

N. Agreement reference number

This agreement reference number will be the merchant card number as referenced on all invoices: -

_____.

Signed at _____ on this the _____ day of _____ 20_____.

Full Name: Director/Member	Signature as used for operating on the account
Full Name: Director/Member	Signature as used for operating on the account