



RICA AGENT MANDATE

SECTION A: PRINCIPAL			
Company Name:	Setup (Pty) Ltd		
Registration Number:	123456/1234/07		
Physical Address:	HO Building or Complex Details Street Details Suburb 0000		
Address for Legal Notices:	As above		
Email for operational matters	sales@test.test	For the attention of:	Head of Sales
Email for legal notices:	Click or tap here to enter text.		Head of Legal

SECTION B: AGENT

SECTION C: INFORMATION

1. DEFINITIONS

In this Mandate, unless the context requires otherwise, the following words and expressions, when used herein with their first letter capitalised, shall have the following meanings, and similar expressions will bear equivalent meanings:

- 1.1. **"Agent"** means the legal person identified in Section B on the cover page hereof, who has is appointed by the Principal as its agent to collect the Rica Data from Customers;
- 1.2. **"Business Days"** means any day other than a Saturday, Sundays or official public holiday in the Republic of South Africa;
- 1.3. **"Customer"** means a customer as defined in RICA and, for the sake of completeness, will include any person, whether an individual or legal entity, to whom Principal provides an Electronic Communications Service;
- 1.4. **"Effective Date"** means the date specified in Section C on the cover page hereof;
- 1.5. **"Electronic Communication Service Provider"** shall have the meaning ascribed to it in RICA;
- 1.6. **"Electronic Communications Service"** shall have the meaning ascribed to it in the Electronic Communications Act, No 36 of 2005;
- 1.7. **"Identity Document"** shall have the meaning ascribed to it in RICA;
- 1.8. **"Mandate"** means this document together with any appendices or addendums signed by the Parties, from time to time, and annexed hereto;
- 1.9. **"Parties"** means the Principal and the Agent collectively, and **"Party"** means either one of them as the context may require;
- 1.10. **"Principal Network"** means the electronic communications network service operated by the Principal or its suppliers; and
- 1.11. **"Principal's System"** means the process(es) and, if applicable, software or equipment determined by Principal from time to time, which facilitate the recording of RICA Data and the transmission thereof to Principal's RICA database.
- 1.12. **"Registration"** means the collection and verification of RICA Data from Customers in terms of section 39 of RICA and the Verification Process;
- 1.13. **"RICA Data"** means that information detailed in Section 39 of RICA and/or any information which substitutes and/ or expands upon such information;
- 1.14. **"RICA"** means the Regulation of Interception of Communications and Provision of Communication-Related Information Act No 70 of 2002 (as amended);
- 1.15. **"Term"** means the duration of this Mandate as specified in clause 5;
- 1.16. **"Verification Process"** means the authentication of a Customer's information by means of the collection, directly from the Customer, and assessment of the documents specified in section 39 of RICA, as depicted in Annexure A;

2. INTRODUCTION

- 2.1. The Principal is an Electronic Communications Services Provider as defined in RICA.
- 2.2. In terms of RICA, before an Electronic Communication Service Provider may enter into a contract with any person to provide an Electronic Communications Service, it must obtain from such person the information specified in section 39 of RICA and ensure that proper records thereof are retained.
- 2.3. It is critical to the Principal's compliance with RICA that the RICA Data of Customers must be collected and verified in accordance with the Verification Process and submitted to the Principal's System for retention.

3. APPOINTMENT

- 3.1. Subject to the terms and conditions stipulated in this Mandate, the Principal appoints the Agent, for the Term, to act as its agent to conduct the Registration of Customers.
- 3.2. The Agent accepts the appointment on the terms and conditions contained herein.

4. DURATION

This Mandate shall commence on the Effective Date and endure until terminated (i) by either Party, giving not less than one month's written notice to the other Party, or in terms of clause 8.

5. DUTIES OF PRINCIPAL

For the Term, the Principal shall provide the Agent with ongoing and appropriate training in respect of the:

- 5.1. Relevant provisions of RICA;
- 5.2. Verification Process; and
- 5.3. the Principal's System.

6. DUTIES OF THE AGENT

- 6.1. The Agent shall collect and verify the Customer's RICA Data supplied in person per the Verification Process and provisions of RICA, with specific reference to clause 39. In the case of a juristic entity, the RICA Data shall be supplied in person by the duly authorised representative.
- 6.2. If, during the Verification Process, the RICA Agent suspects that an Identity Document submitted for verification is false, the RICA Agent must:
 - 6.2.1. Report the matter to a police official at any police station with the requisite jurisdiction within 24 (twenty-four) hours; and
 - 6.2.2. Take reasonable efforts to ensure that the Customer or its duly authorised representative who submitted the documentation suspected to be falsified is not informed that the matter has been reported to the police.
- 6.3. The RICA Agent will ensure that the information referred to in clause 7.1 is accurate and correct as far as this may reasonably be ascertained.
- 6.4. Upon completing the Verification Process and being fully satisfied with the authenticity and validity of the RICA Data provided by the Customer, the RICA Agent shall Register the RICA Data using the Principal's System.
- 6.5. In the event there are any technical problems with the Principal's System rendering it unusable and/or incapable of transmitting the information to the Principal's RICA database, the RICA Agent undertakes to use reasonable, alternative, manual methods to record and retain the RICA Data as specified by Principal, in its sole discretion, until it can be submitted to the Principal's System.

7. BREACH AND TERMINATION

- 7.1. Should the Agent commit a breach of the terms of this Mandate, all of which are deemed to be material, and fail to remedy that breach within 5 (five) Business Days of receipt of written notice of the breach from the Principal, then the Principal shall be entitled, but not obliged, to terminate this Mandate forthwith by notice in writing to the Agent, without prejudice to its rights under this Mandate and/or at common law, including but not limited to, the right to claim damages.
- 7.2. The Agent agrees that the Principal may investigate the Agent's conduct should the Principal have reasonable grounds to suspect that the Agent is:

- 7.2.1. committing an offence, engaging in dishonest or fraudulent activities, including but not limited to bribery and corruption, while executing the Verification Process; or
 - 7.2.2. persistently or intentionally failing to Register the Customers as required in terms of RICA and this Mandate.
- 7.3. Should the outcome of the investigation conclude that the Agent is guilty of the conduct alleged, then, in addition to any other disciplinary or remedial action which the Principal might be entitled to take and without prejudice to any remedy that the Principal has in law, Principal shall be entitled to:
 - 7.3.1. terminate this Mandate with immediate effect by giving the Agent written notice thereof; and/or
 - 7.3.2. claim damages; and/or
 - 7.3.3. claw back against commission due to the Agent any commission paid for customers to which the Agent's misconduct applied.

8. CONFIDENTIALITY

- 8.1. Each Party will treat as strictly confidential all information received or obtained as a result of entering into and/or executing this Mandate, including but not limited to the content of this Mandate and the RICA Data.
- 8.2. A Party may disclose information which would otherwise be confidential if and to the extent such disclosure is:
 - 8.2.1. Required by law;
 - 8.2.2. required by any securities exchange or regulatory or governmental body to which either Party is subject, wherever situated, whether or not the requirement for information has the force of law;
 - 8.2.3. required to vest the full benefit of this Mandate in either Party;
 - 8.2.4. disclosed to the professional advisers, auditors and bankers of such Party on a strictly need-to-know basis;
 - 8.2.5. in respect of information that has come into the public domain through no fault of that Party;
 - 8.2.6. in accordance with the prior written approval of the other Party.
- 8.3. The provisions of this clause 9 will survive any termination or expiration of this Mandate for 5 (five) years.

9. TRANSFER OF RIGHTS AND OBLIGATIONS

- 9.1. This Mandate is personal to the Agent, who shall not be entitled to cede, delegate, assign or otherwise transfer the benefit or burden of all or any part of this Mandate for any reason whatsoever.
- 9.2. The Principal shall be entitled to cede or otherwise transfer the benefit of all or any part of this Mandate without the prior written consent of the Agent:
 - 9.2.1. To an Affiliate Company provided Principal shall notify the Agent of such event within a reasonable time of such event occurring. For this clause, "Affiliate Company" means any company which is a subsidiary or holding company of Principal or a subsidiary of any holding company of Principal (where the terms "subsidiary" and "holding company" shall have the meaning ascribed to them in the Companies Act, 71 of 2008); or
 - 9.2.2. in the event of a sale, transfer of assets or business of Principal pursuant to

any financing, merger or re-organisation of Principal.

10. NO WAIVER

Except as expressly provided herein, failure by either Party at any time to enforce any of the provisions of this Mandate shall neither be construed as a waiver of any rights or remedies hereunder nor affect the validity of this Mandate or any part of it. No waiver shall be effective unless given in writing, and no waiver of a breach of this Mandate shall constitute a waiver of any antecedent or subsequent breach.

11. SEVERABILITY

11.1. The invalidity or enforceability for any reason of any of the provisions set out in this Mandate shall not prejudice or affect the validity or enforceability of the remainder of this Mandate.

11.2. If the lawful performance of this Mandate or any part of it shall be made impossible by the final judgement or final order of any court of competent jurisdiction, commission or government agency or similar authority having jurisdiction over either Party, the Parties shall use their reasonable endeavours to agree to amendments to this Mandate to comply with such judgement or order.

12. NOTICES

12.1. Any legal notice required or authorised by this Mandate shall:

12.1.1. be in writing;

12.1.2. be addressed to the Parties as designated in Section A on the cover page

12.1.3. either delivered by hand or sent by email; and

12.1.4. be deemed to have been received:

- when delivered by hand during the ordinary business hours of the recipient: on the same Business Day; or
- when transmitted by email, on the next Business Day after email transmission;

12.2. Either Party may amend its physical address and/or email address specified on the cover page hereof by giving the other Party no less than 10 (ten) Business Days' written notice.

12.3. Any legal notice that a Party has received shall be deemed to have been validly delivered, notwithstanding that it was not delivered in accordance with the provisions of this clause 13.

13. ENTIRE AGREEMENT

Except as expressly stated herein, this Mandate constitutes the entire understanding and agreement between the Parties relating to the subject matter. It supersedes all previous agreements, understandings and commitments between the Parties, and representations made by either Party, whether oral or written, with respect to the subject matter hereof.

14. VARIATION

This Mandate shall not be varied or amended unless such variation or amendment is recorded in writing, signed by the duly authorised representatives of both Parties.

VERIFICATION PROCESS

NATURAL PERSONS		
Type of information	Verified by means of:	
Full names and surname Identity number	For a South African citizen or person who is lawfully and permanently resident in South Africa:	Identity Document
	For a person who is not a South African citizen:	Valid passport
Address	bank statement (not older than three months); municipal rates and taxes invoice (not older than three months); telephone or cellular phone account (not older than three months); any other utility bill or an account of a retailer (not older than three months); an existing lease, rental or credit sale Agreement (valid for the current year); insurance policy (valid for the current year) a current television licence or a motor vehicle licence document that includes the Customer's name and residential address (valid for the current year).	
Where a Customer resides in an informal settlement and cannot provide any of the documents specified above to verify their address:	A letter and/or affidavit ("Letter") from the administration of a school, church or the manager or owner of a retail store where the Customer usually receives their post. Such Letter must: be given on the official letterhead and bear the official stamp of the school, church or retailer concerned state the Customer's name and surname confirm that such Customer resides in the informal settlement stated in the Letter; and confirm that such Customer ordinarily receives their post at such school, church or retail store.	

JURISTIC PERSONS	
Type of information	Verified by means of:
Name of Juristic Person Registration number (if applicable) Address:	Official registration documents issued in terms of the applicable laws, including a founding statement, or a document issued by the South African Revenue Service or any other similar official authority
<u>Authorised Representatives of Juristic Person:</u> Full names and surname Identity number Address	As for natural persons

Authority of the representative of a juristic person:	A letter of authority issued by the juristic person or an affidavit.
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