

## MEMORANDUM OF AGREEMENT

entered into by and between

**ONE INVEST GLOBAL PROPRIETARY LIMITED**

**Registration No': 2022/755689/07**

(the "Customer")

and

**The OBNEclub member**

(**"ONEclub"**)

and

### RECITALS

#### WHEREAS:

- A. The Customer wishes to strengthen its client retention strategy by implementing its own loyalty programme;
- B. ONEclub has the experience, resources, and expertise to provide the Services and Benefits to support the Customer's loyalty programme; and
- C. the Parties have agreed to formalise their arrangement in the form of this Agreement;

**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Agreement, unless clearly inconsistent with, or indicated otherwise by, the context:

- 1.1.1 **“Agreement”** means the terms of this Memorandum of Agreement and the annexures, the appendixes, the schedules, and the addendums hereto, as agreed between the Parties from time to time;
- 1.1.2 **“Associate”** means, in relation to each Party, any holding company or subsidiary company of such Party and any other subsidiary undertaking of any such holding company and any director, officer, employee, supplier, representative, agent, contractor or advisor of such Party;
- 1.1.3 **“Benefits”** means the value-adding benefits to be provided by ONEclub to the Customer, on the basis of this Agreement, as set out in Annexure B.
- 1.1.4 **“Business Day”** means any day of the week other than Saturdays, Sundays or any other day officially recognised as a public holiday in the Republic of South Africa;
- 1.1.5 **“Member”** means a participating member of the ONEclub
- 1.1.6 **“Charges”** means the fees levied by ONEclub to provide the Services and Benefits, as set out in Annexure A;
- 1.1.7 **“Confidential Information”** shall, for the purposes of this Agreement, include, without limitation, all information and data of any nature, whether tangible, intangible, verbal or in writing, and in any format or medium, that is obtained or learned by, disclosed to, or comes to the knowledge of, the Receiving Party by, or from, the Disclosing Party, during the course, or arising from, this Agreement, by whatsoever means, which, by its nature or content, is, or ought reasonably to be, identifiable as confidential or proprietary to the Disclosing Party or which is disclosed in confidence and whether or not it is marked or identified as “confidential”, “restricted”, “proprietary” or in any similar fashion, including, but not limited to: Associate information, business information, business opportunities, business strategy, client base, client information, data, documents, financial information, formulae, Intellectual Property, legal position, Personal Information, plans, potential client information, pricing information, process information, product information, proprietary ideas, sales information, Service information, technical information, techniques, the terms of this Agreement and trade secrets;
- 1.1.8 **“Customer”** means One Invest Global (Pty) Ltd, a limited liability company registered in terms of the laws of the Republic of South Africa, with registration number **2022/755689/07**.
- 1.1.9 **“Date of Signature”** means the date on which this Agreement is signed by the Party doing so last in time;

- 1.1.10 “**ONEclub**” means ONEclub Proprietary Limited, a limited liability company registered in terms of the laws of the Republic of South Africa, with registration number **2014/076232/07**;
- 1.1.11 “**Disclosing Party**” means either of the Parties, as the context may determine, who discloses Confidential Information to the Receiving Party in terms of this Agreement;
- 1.1.12 “**Effective Date**” means, notwithstanding the Date of Signature, **1 September 2023**;
- 1.1.13 “**Intellectual Property**” means any rights to know-how (not in the public domain), invention (whether or not patented), design, trademark, copyright material, traditional knowledge, or plant breeder’s rights, whether registered or not, anywhere in the world;
- 1.1.14 “**Parties**” means the Customer and ONEclub and “**Party**” means either of the Parties, as the context may determine;
- 1.1.15 “**Personal Information**” means personal information as defined in the Protection of Personal Information Act 4 of 2013, as amended from time to time;
- 1.1.16 “**Receiving Party**” means either of the Parties, as the context may determine, who receives Confidential Information from the Disclosing Party in terms of this Agreement;
- 1.1.17 “**Service Levels**” means the performance standards of the Services, as set out in Annexure C;
- 1.1.18 “**Services**” means the services to be provided by ONEclub to the Customer, on the basis of this Agreement, as set out in Annexure C;
- 1.1.19 “**Third Party**” means a party who is not a signatory to this Agreement, except as far as a Party’s Associate may be concerned; and
- 1.1.20 “**VAT**” means any value-added tax in terms of the Value-Added Tax Act 89 of 1991, as amended from time to time, or any similar tax which is imposed in place of, or in addition to, such tax.

## 1.2 Interpretation

- 1.2.1 In this Agreement, unless clearly inconsistent with, or indicated otherwise by, the context: (a) any reference to the singular includes the plural and *vice versa*; (b) any reference to natural persons include legal persons and *vice versa*; and (c) any reference to a gender includes the other genders.
- 1.2.2 Clause headings in this Agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of, nor modify, nor amplify its terms, nor any of its clauses.
- 1.2.3 Any reference to an enactment in this Agreement is to that enactment as at the Effective Date and as amended, replaced, or re-enacted from time to time.
- 1.2.4 Any substantive provision in any definition in this Agreement which confers rights or imposes obligations on a Party shall, notwithstanding that it is only contained in a definition, be given effect to as if it were a substantive provision in the body of the Agreement.

- 1.2.5 When a number of days are prescribed in this Agreement, same shall be calculated exclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a Business Day, in which case the last day shall be the next succeeding Business Day.
- 1.2.6 The annexures, appendixes and schedules to this Agreement form an integral part hereof and words and expressions defined in this Agreement shall bear, unless the context otherwise requires, the same meaning in such annexures, appendixes, and schedules.
- 1.2.7 In the event of a conflict between the body of the Agreement and any annexure, appendix, schedule or addendum, the terms of the annexure, appendix, schedule, or addendum, as may be applicable, shall enjoy preference with regard to items addressed in that annexure, appendix, schedule, or addendum.
- 1.2.8 Any term defined within the context of any particular clause in this Agreement shall, unless otherwise determined by the context, bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that such term is not defined in the definition clause.
- 1.2.9 Where figures are referred to in numerals and in words, if there is any conflict between the two, the Parties agree that the words shall prevail.
- 1.2.10 Expiration or termination of this Agreement shall not affect such of its provisions as expressly provide that they shall continue to operate thereafter or which, of necessity, must continue to have effect thereafter, notwithstanding that the clauses themselves do not expressly provide for such continuation.
- 1.2.11 In this Agreement, a reference to days, months or years shall be construed as Gregorian calendar days, months, or years.
- 1.2.12 In this Agreement, the rule of construction, that a contract shall be interpreted against the Party responsible for the drafting or preparation of the contract, shall not apply.
- 1.2.13 Any reference in this Agreement to a Party shall, if such a Party is liquidated, sequestered, or placed under business rescue proceedings, be applicable to, and binding upon, that Party's liquidator, trustee, or business rescue practitioner, as the case may be.
- 1.2.14 In this Agreement, the words "include", "including" and "in particular" shall be construed as being by way of example or emphasis only and shall not be construed, nor shall they take effect, as limiting the generality of any preceding words.

## 2. APPOINTMENT

- 2.1 The Customer appoints ONEclub to provide the Services and Benefits, in accordance with this Agreement, and ONEclub accepts such appointment, on the terms and conditions of the Agreement.
- 2.2 The Customer agrees that, for the duration of this Agreement, ONEclub shall be the exclusive provider of the Services and the Benefits to the Customer, with the first right of refusal for any future benefits that may be introduced as part of the Customer's loyalty program, whether such benefits are obtained directly or

indirectly from the relevant partners or suppliers.

- 2.3 The Parties agree that the annexures to this Agreement may be amended or replaced by the Parties by signing a new annexure/s and such amendment or replacement shall become effective on the Date of Signature of such annexure/s.

### 3. **DURATION**

3.1 The duration of this agreement will be a monthly

3.2 Upon expiry of the Initial Period, this Agreement shall automatically renew, subject to either Party's right to terminate this Agreement, for convenience.

### 4. **ONECLUB' OBLIGATIONS**

- 4.1 ONEclub undertakes to render the Services and Benefits to the Customer in accordance with the terms and conditions of this Agreement.

4.2 ONEclub shall:

4.2.1 make sufficiently qualified and experienced personnel, systems, and resources available for the purpose of delivering the Services and providing the Benefits to the Customer;

4.2.2 unless otherwise agreed in Annexure A, be responsible, at its sole expense, for all licenses, tools, equipment, consents, or authorisations required to enable ONEclub to perform the Services;

4.2.3 deliver all Services on, or before, the delivery dates, as agreed between the Parties from time to time;

4.2.4 ensure that its personnel provide all Services and Benefits competently, diligently, to the best of their ability and in accordance with the agreed Service Levels;

4.2.5 exclusively liaise with, and take instructions from, the duly authorised representative of the Customer in relation to the Services and the Benefits;

4.2.6 comply, at ONEclub' expense, with the Customer' health, safety, environmental and security procedures when performing any Services on the Customer's sites;

4.2.7 ensure that adequate public liability insurance and professional indemnity insurance policies are in place to cover its obligations and liabilities in terms of, or arising from, the Services or this Agreement; and

4.2.8 ensure that the aforementioned insurance policies are maintained throughout the duration of this Agreement.

- 4.3 ONEclub shall provide the Customer with a copy of the insurance policies contemplated in clause 4.2.7, as well as evidence that all premiums have been paid in full, within 14 (fourteen) days from receipt of the Customer's written request.

- 4.4 ONEclub shall promptly notify the Customer, in writing, of any material change in relation to the aforementioned insurance policies and shall provide the Customer with all information reasonably required by the Customer in relation to such insurance policies.
- 4.5 The insurance provisions of this Agreement shall not limit or relieve ONEclub from its liabilities or obligations in terms of, or arising from, this Agreement.
- 4.6 The Customer may request the removal of any of ONEclub' personnel from performing the Services by providing written confirmation of the rationale for such removal. ONEclub shall investigate the matter and meet with the Customer in an attempt to resolve the Customer's concerns. If ONEclub is unable to resolve such concerns, ONEclub shall replace the employee with an alternative employee with similar levels of skill, training, and experience.
- 4.7 ONEclub shall use all reasonable endeavours to maintain the continuity of its personnel delivering the Services and will replace those personnel who leave its employment or is absent from work for a consecutive period of 7 (seven) Business Days, with personnel with similar levels of skill, training, and experience.

## 5. **RECIPROCAL OBLIGATIONS**

- 5.1 The Parties undertake to procure that their representatives and personnel:
- 5.1.1 co-operate with all personnel assigned by the Parties to the Services;
  - 5.1.2 observe, at all times, the principles of utmost good faith in all their dealings related to the Services and Benefits;
  - 5.1.3 adhere to agreed deadlines and procedures;
  - 5.1.4 provide each other with such information, access, materials, and resources as may reasonably be required to facilitate the Services or Benefits;
  - 5.1.5 use their best endeavours to resolve any Disputes in an amicable and reasonable manner with due regard to the overall aims and objectives of the Services; and
  - 5.1.6 communicate any material developments to the other Party without delay.

## 6. **WARRANTIES**

- 6.1 ONEclub warrants that:
- 6.1.1 it is experienced in the performance of services, and the implementation of Benefits, of a similar scope, complexity, size, and sophistication as those to be performed by ONEclub in terms of this Agreement;
  - 6.1.2 all personnel of ONEclub are adequately trained to perform such obligations and possess suitable

competence and experience for the proper performance of such obligations in accordance with the provisions of this Agreement;

- 6.1.3 it shall be responsible for work performed by its Associates and the failure of an Associate to perform any part of the Services, or to provide the Benefits, shall be construed as a failure by ONEclub;
- 6.1.4 to the best of its knowledge and belief, ONEclub has disclosed to the Customer all facts and circumstances material to this Agreement, and which would be material, or would be reasonably likely to be material, to the Customer's decision to enter into this Agreement;
- 6.1.5 it shall provide the Services in accordance with the expected industry standards applicable to the Services;
- 6.1.6 it shall provide the Services in a professional manner, with the required promptness and diligence;
- 6.1.7 it shall, at all times, exercise proper supervision over the delivery of the Services and the Benefits;
- 6.1.8 it has made no misrepresentations, either verbally or implied, as to its qualifications, systems, or experience to successfully perform the Services or provide the Benefits;
- 6.1.9 all written warranties and representations made by, or on behalf of, ONEclub, before conclusion of this Agreement, are binding upon it and are deemed to have induced the Customer to enter into this Agreement; and
- 6.1.10 ONEclub shall comply with all applicable laws and by-laws, including, but not limited to, the provisions of all labour legislation and any other collective agreements, which are, or may become, binding upon ONEclub or its Associates.
- 6.1.11 ONEclub shall not actively solicit or seek out new business from organisations that are a direct competitor of the customer. In the event that such an organisation approach ONEclub for similar services offered to the customer, ONEclub shall make the customer aware of such a request, without disclosure of information relating to the potential customer.

## **7. CHARGES AND PAYMENT**

- 7.1 During the subsistence of this Agreement, and as consideration for the Benefits and Services provided by ONEclub, the Customer undertakes to pay ONEclub the membership fee as follows
  - i) Platinum Membership R200 pm
  - ii) Diamond membership R2,000pm
- 7.2 ONEclub undertakes to invoice the member on the 25<sup>th</sup> (twenty fifth) calendar day of each month. The Member undertakes to make payment of the same on, or before, the 30<sup>th</sup> (thirtieth) calendar day of the

month during which such invoice was received.

- 7.3 The Parties reserve the right to charge interest on all amounts which have not been paid timeously in accordance with this Agreement, at a rate of 2% (two percent) above the prime overdraft rate (percent, per annum) charged by the non-defaulting Party's then current bankers from time to time, as evidenced by any manager of such bank, without the requirement to prove the authority of said manager. Such interest shall be calculated from the due date of payment to the date of actual payment, both days inclusive, compounded monthly in arrears.
- 7.4 If the Customer disputes, in good faith, an amount claimed in an invoice, the Customer may withhold payment of that amount, provided that:
- 7.4.1 only the amount in Dispute may be withheld;
  - 7.4.2 the Customer shall inform ONEclub in writing of the Dispute within 5 (five) Business Days from taking a decision to withhold such payment;
  - 7.4.3 the Dispute shall be resolved in terms of clause 14; and
  - 7.4.4 no interest shall be payable in the event of a Dispute in terms of this clause 7.11.
- 7.5 Payment under this Agreement will be made by electronic funds transfer into ONEclub' bank account as advised by ONEclub in writing.
- 7.6 ONEclub must maintain complete and accurate records of, and supporting documentation for, the amounts billed to, and payments made by, the Customer.
- 7.7 Neither of the Parties may deduct, withhold, bank exchange, commission or set-off any amounts from amounts which are owed to the other Party, without that Party's prior written consent.
- 7.8 All rates as per Annexure A may be subject to an inflationary increase, not exceeding Consumer Price Index (CPIX).

## 8. **BREACH**

- 8.1 Notwithstanding clause 3, this Agreement, or any part hereof, may be terminated by: (a) the non-breaching Party 14 (fourteen) days from the other Party's receipt of a written notice from the non-breaching Party of any failure to perform, when due, any term or condition of this Agreement, unless such failure or performance is corrected to the reasonable satisfaction of the non-breaching Party within such period; or (b) a Party upon the occurrence of the other Party's bankruptcy, liquidation or business rescue, whether voluntarily or by creditors, provisionally or finally.
- 8.2 Any costs incurred by a Party arising from the breach by the other Party of any of the provisions of this Agreement shall be borne by the Party in breach on an attorney-and-own-client scale.

## 9. **INDEMNITIES AND LIABILITIES**

- 9.1 Under no circumstances shall either of the Parties be liable to the other Party for any consequential, indirect,



special, punitive, or incidental damages, losses, expenses, or costs, whether in contract, delict or otherwise, whether based on this Agreement or any commitment performed or undertaken in terms of, or arising from, this Agreement.

- 9.2 Each Party's aggregate total liability for direct damages, direct losses, direct costs or direct expenses suffered in terms of, or arising from, this Agreement, howsoever arising or caused, shall be limited to the Charges paid by the Customer to ONEclub in the 12 (twelve)-month period preceding the date on which the relevant claim arose and, if the claim arose during the 1<sup>st</sup> (first) 12 (twelve)-month period, the Charges paid in the month in which the claim arose, multiplied by 12 (twelve).
- 9.3 Neither Party excludes or limits liability to the other Party for death, personal injury, damage to property, for fraud or theft by it or its Associates, for breach of applicable law or for a breach of any of the provisions under clauses 11, 12, 13 and 17.
- 9.4 The undertakings contained in this clause 9 shall be severable from the remainder of the Agreement and shall survive the termination of the Agreement.

## 10. **FORCE MAJEURE**

- 10.1 Each Party shall be excused from performance in terms of this Agreement for any period, and to the extent, that it is prevented from performing any obligations pursuant to this Agreement, in whole or in part, as a result of a *Force Majeure* Event (as defined in clause 10.3).
- 10.2 If either Party is prevented from, or delayed in, performing any of its obligations in terms of this Agreement by a *Force Majeure* Event, it shall promptly notify the other Party by telephone (to be confirmed in writing within 5 (five) days from the inception of the delay) of the occurrence of a *Force Majeure* Event and describe, in reasonable detail, the circumstances constituting the *Force Majeure* Event and of the obligations which are thereby delayed or prevented. Such Party shall also use commercially reasonable efforts to recommence performance whenever, and to whatever extent, possible without delay.
- 10.3 Neither Party shall be liable for any default or delay in the performance of its obligations in terms of this Agreement if, and to the extent that: (a) such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, rebellions or revolutions in any country, strikes, labour action or unrest or any other cause beyond the reasonable control of such Party, however, excluding any payment obligations; (b) the non-performing Party is without fault in causing such default or delay; (c) such default or delay could not have been prevented by reasonable precautions; and (d) such default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternative sources, workaround plans or other means.
- 10.4 The obligations of the other non-affected Party shall also be suspended while the affected Party's obligations are subject to a *Force Majeure* Event.
- 10.5 Should the *Force Majeure* Event exceed 30 (thirty) days, either of the Parties shall have the right to terminate

this Agreement with immediate effect.

## 11. **INTELLECTUAL PROPERTY**

- 11.1 All Intellectual Property that is owned by a Party shall exclusively belong to that Party and nothing in this Agreement shall give either Party any rights in any Intellectual Property which is utilised by, licensed to, or proprietary to, the other Party.
- 11.2 The Customer agrees that the ownership of any Intellectual Property which was created, as part of the Services, shall vest exclusively in ONEclub and the Customer shall execute all documentation, and take such actions, reasonably required to enable ONEclub to exercise its rights in terms of this clause 11.2.
- 11.3 The Customer shall only utilise such Benefit-related marketing material, terms and conditions, booklets, welcome packs, and distribution materials as pre-approved by ONEclub in writing.
- 11.4 Each Party shall ensure that each reference to, and use of, the other Party's trademarks is approved by that Party in writing before publication and is used in accordance with the trademark use rules and any other instructions provided by the relevant Party.
- 11.5 Except to the extent expressly provided in this Agreement, the Parties shall have no rights in respect of the other Party's Intellectual Property, or to any advertising, promotional or other written materials supplied by the other Party, as the case may be, in connection with this Agreement, or of any goodwill associated therewith.

## 12. **CONFIDENTIALITY**

- 12.1 The Receiving Party agrees that it shall not, during the term of this Agreement and for a period of 7 (seven) years thereafter, disclose the Disclosing Party's Confidential Information to any Third Party, for any reason or purpose whatsoever, without the prior written consent of the Disclosing Party, save in accordance with the provisions of this Agreement.
- 12.2 The Receiving Party agrees:
- 12.2.1 not to utilise, exploit, copy or, in any other manner whatsoever, use the Confidential Information of the Disclosing Party for any purpose whatsoever otherwise than as contemplated in this Agreement and as reasonably required to give effect to the Agreement;
  - 12.2.2 that the disclosure or use of any of the Disclosing Party's Confidential Information shall not constitute, nor be construed as, evidence of any implied license or other transfer of rights in respect of that Confidential Information to the Receiving Party, and the Receiving Party acknowledges that it does not, and shall not, acquire any rights, of whatsoever nature, in the Disclosing Party's Confidential Information;

- 12.2.3 not to disclose the Disclosing Party's Confidential Information to any person whomsoever other than the Receiving Party's Associates who are directly involved in the performance of the Receiving Party's obligations in terms of this Agreement and, if so, then only on a need-to-know basis. Before revealing any Confidential Information to Associates, the Receiving Party shall procure that Associates are made aware of the confidential nature of the Confidential Information being made available to them and the Receiving Party shall ensure that all Associates are bound by similar undertakings of confidentiality than those which are contained in this Agreement;
  - 12.2.4 not to do anything, or assist any Third Party in doing anything, which may, or could, impair, prejudice, or interfere with the Disclosing Party's vested rights, title, and interest in, and pertaining to, the Disclosing Party's Confidential Information;
  - 12.2.5 to procure that its Associates observe and comply with the said confidentiality obligations, whether or not they continue to be employed or contracted by the Receiving Party;
  - 12.2.6 to employ market standard internal security procedures to prevent unauthorised disclosure of the Disclosing Party's Confidential Information; and
  - 12.2.7 that it shall protect the Confidential Information, disclosed pursuant to the provisions of this Agreement, using the same standard of care that it applies to safeguard its own Confidential Information, which shall not be less than reasonable care, and that the Disclosing Party's Confidential Information shall be stored in such a manner as to prevent any unauthorised disclosure or unauthorised distribution of any kind.
- 12.3 Subject to applicable professional and statutory requirements to retain records, the Disclosing Party may, at any time, request the Receiving Party to return any material containing, or relating to, the Disclosing Party's Confidential Information, disclosed pursuant to the terms of this Agreement, and may, in addition, request the Receiving Party to furnish a written statement to the effect that, upon such return, the Receiving Party and its Associates have not retained in their possession or under their control, either directly or indirectly, any such material.
- 12.4 As an alternative to the return of the material contemplated in clause 12.3, the Receiving Party shall, at the instance of the Disclosing Party, destroy such material and furnish the Disclosing Party with a written statement to the effect that such material has been destroyed.
- 12.5 The Receiving Party shall comply with the request, in terms of clauses 12.3 or 12.4, within 7 (seven) days from receipt of such request from the Disclosing Party.
- 12.6 The obligations of the Receiving Party, pursuant to the provisions of this Agreement, shall not apply to any Confidential Information which:
- 12.6.1 is known to, or was in the possession of, the Receiving Party prior to the disclosure thereof by the Disclosing Party;

- 12.6.2 is, or becomes, publicly known, otherwise than as a result of the breach of this Agreement by the Receiving Party;
  - 12.6.3 is disclosed by the Receiving Party to satisfy the order of a court of competent jurisdiction or to comply with the provisions of any law or regulation in force from time to time, provided that, in these circumstances, the Receiving Party shall advise the Disclosing Party to take whatever steps it deems necessary to protect its interests in the Disclosing Party's Confidential Information, if the Receiving Party is legally entitled to do so, and, provided further that, the Receiving Party will disclose only that portion of the Disclosing Party's Confidential Information which it is legally required to disclose;
  - 12.6.4 is disclosed to a Third Party pursuant to the prior written authorisation of the Disclosing Party; or
  - 12.6.5 is received from a Third Party in circumstances which do not result in a breach of the provisions of this Agreement.
- 12.7 The provisions of clause 12.6 are subject to the onus resting upon the Receiving Party to establish that such information falls within the exclusions as stipulated in clause 12.6.
- 12.8 For the avoidance of doubt, no provision of this Agreement should be construed in such a manner that the Disclosing Party is deemed to have granted its consent to the Receiving Party to disclose the whole, or any part, of the Disclosing Party's Confidential Information in the event that the Receiving Party receives a request for the whole, or any part, of the Disclosing Party's Confidential Information in terms of the provisions of the Promotion of Access to Information Act 2 of 2000, as amended from time to time (the "Act").
- 12.9 Subject to the provisions of clause 12.10, the Parties agree that the disclosure of the Disclosing Party's Confidential Information by the Receiving Party, otherwise than in accordance with the provisions of this Agreement, shall entitle the Disclosing Party to institute action for breach of confidence against the Receiving Party as envisaged by section 65 of the Act.
- 12.10 The Parties acknowledge that the provisions of clause 12.8 shall not be construed in such a manner as to exclude the applicability of any other ground of refusal contained in the Act which may be applicable in the event that the Receiving Party receives a request for the whole, or any part, of the Disclosing Party's Confidential Information in terms of the Act.
- 12.11 Neither of the Parties shall, without the prior written consent of the other Party, and unless required in terms of applicable law or listing requirements, release any public statement concerning this Agreement.
- 12.12 ONEclub may disclose the fact that the Customer is a client of ONEclub in any marketing material, proposal, social media, website, advertisement, or public statement, however, shall not publish any other information regarding this Agreement.
13. **DATA PROTECTION**

- 13.1 Each Party hereby warrants, represents, and undertakes in favour of the other Party that:
- 13.1.1 it shall, at all times, strictly comply with all applicable laws and with all the provisions and requirements of any of the Parties' Personal Information protection policies and procedures which may be in force from time to time, as notified by a Party to the other Party in writing;
  - 13.1.2 it shall not, at any time, process Personal Information for any purpose other than with the express prior written consent of the other Party, and to the extent necessary to comply with its obligations in terms of this Agreement; and
  - 13.1.3 it shall ensure that all its systems and operations, which it uses to comply with this Agreement, shall, at all times, be of a minimum standard required in terms of applicable law and be of a standard no less than the standards which follow the best industry practice for the protection, control, and use of Personal Information.
- 13.2 Each Party shall take appropriate and reasonable technical and organisational measures to prevent the loss of, damage to, or unauthorised destruction of, Personal Information and the unlawful access to, or processing of, Personal Information.
- 13.3 Each Party shall take reasonable steps to identify all reasonably foreseeable internal and external risks posed to Personal Information, under that Party's possession or control, and establish and maintain appropriate safeguards against any risks identified. Each Party shall regularly verify that the safeguards are effectively implemented and keep a record of such verification. The safeguards shall be updated continuously in response to new risks or deficiencies in previously implemented safeguards.
- 13.4 Each Party shall immediately notify the other Party:
- 13.4.1 of any identified risks posed to Personal Information;
  - 13.4.2 of the safeguards established by that Party to mitigate the impact of the identified risks; and
  - 13.4.3 that the safeguards have been effectively implemented.
- 13.5 Each Party shall notify the other Party of any security compromises or suspected security compromises of which it becomes aware or suspects, immediately on becoming so aware or forming such a suspicion.
- 13.6 The Parties acknowledge and agree that any breach of its obligations under this clause 13 shall be deemed a material breach of this Agreement.
- 13.7 The Customer shall obtain consent from its members/clients to disclose their Personal Information to ONEclub, as reasonably required to provide the Services and Benefits, and shall indemnify ONEclub, and hold ONEclub harmless, from any damages, losses, costs, expenses, or penalties arising from, or relating to, the Customer's failure to obtain the necessary consent.

#### 14. **DISPUTE RESOLUTION**

- 14.1 Should any dispute, disagreement or claim arise between the Parties (the “**Dispute**”) in connection with any matter relating to this Agreement, or its formulation or in connection with any further agreement resulting therefrom, any affected Party shall give notice to the other Party of the Dispute. The Parties shall endeavour to resolve the Dispute amicably by referring the Dispute to the senior management of the Parties (the “**Management Representatives**”) for negotiation and resolution.
- 14.2 If negotiation fails and the Dispute is not resolved by the Management Representatives within 10 (ten) days from the written notice referred to in clause 14.1, the Parties shall refer the Dispute for resolution by mediation under the rules of the Arbitration Foundation of Southern Africa or its successor organisation (“**AFSA**”).
- 14.3 If mediation fails, the Parties shall refer the Dispute within 15 (fifteen) days for resolution by 1 (one) arbitrator, appointed by agreement between the Parties, as an expedited arbitration in Johannesburg under the then current rules for expedited arbitration of AFSA. If the Parties are unable to agree on any arbitrator within a period of 10 (ten) days from the referral, the arbitrator will be appointed by the Secretariat of AFSA.
- 14.4 Any Party to the arbitration may appeal the decision of the arbitrator in terms of the AFSA rules for arbitration. Any decision resulting from such an appeal shall be final and binding on the Parties, save in the event of manifest error.
- 14.5 Nothing in this Agreement shall preclude any Party from seeking urgent, interim relief from any competent court pending the finalisation of the resolution process set out in this clause 14.
- 14.6 Notwithstanding the aforementioned, should the Dispute relate to Charges incurred by a Party, either of the Parties may revert to any competent court for recovery of such Charges without following the processes as stated in this clause 14.
- 14.7 The undertakings contained in this clause 14 shall be severable from the remainder of the Agreement and shall survive the termination of the Agreement.

## 15. **JURISDICTION AND GOVERNING LAW**

- 15.1 Subject to clause 14, the Parties irrevocable submit to the exclusive jurisdiction of the South Gauteng High Court.
- 15.2 The Parties further agree that the Agreement will exclusively be governed by the laws of the Republic of South Africa.

## 16. **DOMICILIA AND NOTICES**

- 16.1 The Parties choose as their *domicilium citandi et executandi* their respective addresses contained in this clause 16 for all purposes arising from, or in connection with, this Agreement at which addresses all processes and

notices arising from, or in connection with, this Agreement may validly be served upon or delivered to the Parties as follows:

16.1.1 ONEclub at: Acacia Building, Hurlingham Office Park, 59 Woodlands Avenue, Hurlingham, 2196, South Africa;

16.1.2 The Customer at: 6 Fish Eagle Close, Hemel-en-Aarde Estate, Hermanus, 7200, South Africa; or such other address of which the Party concerned may notify the other Party in writing, provided that no street address mentioned in clause 16.1 shall be amended to a post office box or *poste restante*.

16.2 Any notice served in terms of this Agreement shall be in writing and shall:

16.2.1 if delivered by hand, be deemed to have been duly received by the addressee on the date of delivery; or

16.2.2 if transmitted by email, be deemed to have been received by the addressee on the Business Day following the date of dispatch, unless the contrary is proven.

16.3 Notwithstanding anything to the contrary contained or implied in this Agreement, a written notice or communication actually received by a Party from the other shall be adequate written notice to such Party.

## 17. **NON-CIRCUMVENTION AND NON-SOLICITATION**

17.1 Neither of the Parties shall, either directly or indirectly, for the duration of this Agreement and for a period of 24 (twenty-four) months from the expiry or termination of the Agreement:

17.1.1 circumvent, bypass, or solicit business, or attempt to circumvent, bypass, or solicit business, from clients, suppliers and/or service providers of the other Party, or any Third Party with whom such other Party conducts any business, by using or relying on the other Party's Confidential Information; or

17.1.2 encourage, entice, incite, persuade, or induce any supplier of Benefits to ONEclub to terminate their contract with ONEclub or to provide benefits, similar to the Benefits provided in terms of this Agreement, directly to the Customer.

17.2 Unless otherwise agreed in writing between the Parties, no Party shall, for the duration of this Agreement and for a period of 12 (twelve) months from the expiry or termination of this Agreement, for its own benefit or as a representative of, or agent for, any Associate or Third Party, persuade, induce, encourage, procure or solicit the employees or independent contractors of the other Party, without the prior written consent of the original employing/contracting Party: (a) to become employed or interested, directly or indirectly, in any manner whatsoever, with the soliciting Party or in any business which is in competition with the business carried on by the original employing/contracting Party; or (b) to terminate his/her employment or contract directly with the soliciting Party.

- 17.3 The Parties confirm that the undertakings contained in this clause 17 are reasonable to protect the legitimate interests and investments of the Parties.
- 17.4 The undertakings contained in this clause 17 shall be severable from the remainder of the Agreement and shall survive the termination of the Agreement.
18. **GENERAL**
- 18.1 Neither of the Parties may cede, delegate, subcontract, assign, nor in any other manner dispose of, any of its rights or obligations arising from this Agreement, without the prior written approval of the other Party, which approval shall not unreasonably be withheld or delayed. The Customer agrees that ONEclub shall engage Third Party suppliers to provide the Benefits and that such engagement shall not, for purposes of this Agreement, be considered as a cession, delegation, subcontract, assignment, or disposal.
- 18.2 The Parties herewith give reciprocal undertakings to each other to act in good faith, to protect each other's interests and to refrain from any statements or actions that may damage or bring into disrepute the good name or public image of the other Party.
- 18.3 Each of the persons signing on behalf of the Parties to this Agreement warrants that: (a) each Party has the full power, authority, and legal right to execute, deliver and perform the obligations imposed on it in terms of this Agreement; (b) each Party will be duly authorised by all the necessary actions of the Party concerned; and (c) any obligations arising from this Agreement are valid and binding on the Party concerned.
- 18.4 The Parties shall be deemed to be independent contractors and the personnel of a Party shall not be deemed to be personnel of the other Party.
- 18.5 Neither of the Parties shall act as the agent of the other Party and shall not have the authority, or represent that it has the authority, to bind the other Party or incur credit on its behalf.
- 18.6 Nothing contained in this Agreement shall be interpreted as establishing a joint venture or partnership between the Parties.
- 18.7 This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements between the Parties, whether written or verbal, with respect to the subject matter of this Agreement.
- 18.8 A failure to enforce or to require the performance, at any time, of any of the provisions of this Agreement shall not be construed to be a waiver of such provision and shall not affect either the validity of this Agreement, or any part hereof, or the right of any Party to enforce the provisions of this Agreement.
- 18.9 No amendment, interpretation, or waiver of any of the provisions of this Agreement shall be effective unless reduced to writing and signed by, or on behalf of, the Parties in paper-based form.



- 18.10 Each Party shall bear the Party's own legal costs incidental to the negotiation, preparation, setting and signing of this Agreement.
- 18.11 Any provision of this Agreement which is, or becomes, unenforceable, whether due to voidness, invalidity, illegality, unlawfulness, or for any other reason whatsoever, shall, only to the extent that it is so unenforceable, be treated as *pro non scripto* and the remaining provisions of this Agreement shall remain in full force and effect.
- 18.12 This Agreement may be executed in counterparts which, when taken together, shall constitute a single instrument as at the Date of Signature.

## **ANNEXURE B – GROCERY AND PRODUCT DISCOUNT BENEFIT (PICK N PAY)**

### **BENEFIT SUMMARY**

ONEclub undertakes to provide the Customer with access to a “grocery and product discount benefit”, for on selling to its clients/ members, in terms whereof clients/ members will receive access to 100 (*one hundred*) dissimilar grocery and product discount coupons, per month, to be redeemed at any Pick n Pay outlet nationwide.

#### **1. BENEFIT TERMS AND CONDITIONS**

- 2.1 The Customer agrees that the coupons are as per the list of options provided by ONEclub at the Customer's reasonable discretion, which selection may have an impact on the aggregate discount value.
- 2.2 ONEclub warrants that all discount coupons made available in terms of this Benefit are digitally redeemable at all applicable outlets.
- 2.4 The Parties specifically record that the Customer may on-sell and/ or provide this Benefit to its clients/ members at such price and/ or upon such terms and conditions as it may determine in its sole discretion, on

the condition that any variation to the Benefit terms and conditions have been approved by ONEclub in writing.

## **2. SERVICE DELIVERY AND QUERY HANDLING**

The Parties agree that ONEclub shall solely be responsible for addressing and resolving all of the Customer's client/ member queries and/ or concerns related to this Benefit and undertakes to do so in strict accordance with the terms and conditions detailed in Annexure C.

## **ANNEXURE B – GROCERY AND PRODUCT DISCOUNT BENEFIT (DISCHEM)**

### **1. BENEFIT SUMMARY**

ONEclub undertakes to provide the Customer with access to a "grocery and product discount benefit", for on-selling to its clients/ members, in terms whereof clients/ members will receive access to *100 (One Hundred)* dissimilar grocery and product discount coupons, per month, to be redeemed at any Dis-Chem outlet nationwide.

### **2. BENEFIT TERMS AND CONDITIONS**

2.1 The Customer agrees that the coupons are as per the list of options provided by ONEclub at the Customer's reasonable discretion, which selection may have an impact on the aggregate discount value.

2.2 ONEclub warrants that all discount coupons made available in terms of this Benefit are digitally redeemable at all applicable outlets.

2.3 The Parties specifically record that the Customer may on-sell and/ or provide this Benefit to its clients/ members at such price and/ or upon such terms and conditions as it may determine in its sole

discretion, on the condition that any variation to the Benefit terms and conditions have been approved by ONEclub in writing.

**3. SERVICE DELIVERY AND QUERY HANDLING**

The Parties agree that ONEclub shall solely be responsible for addressing and resolving all of the Customer's client/ member queries and/ or concerns related to this Benefit and undertakes to do so in strict accordance with the terms and conditions detailed in Annexure C.

## **ANNEXURE B – EDGARS VOUCHER DISCOUNT BENEFIT**

### **1. BENEFIT SUMMARY**

ONEclub undertakes to provide the Customer with access to “Edgars, Beaver Canoe, Legit and Style vouchers/ gift card discount benefit”, for its client/ members, whereby the Customer shall be eligible to purchase Edgars, Beaver Canoe, Legit and Style store gift cards from within the mobisite at a fixed discounted price.

### **2. BENEFIT TERMS AND CONDITIONS**

2.1 ONEclub undertakes to issue such requisite quantity of electronic Edgars vouchers/ gift cards (i.e., Edgars, Beaver Canoe, Legit and Style) to the Customer as it may request at a cost equal to 15% (Fifteen percent) less than the value of the applicable voucher.

2.2 ONEclub warrants that:

2.2.1 Vouchers/ gift cards may be redeemed at any service desk of an Edgars, Beaver Canoe, Legit and Style outlet/s nationwide; and

2.2.2 purchased vouchers will remain valid for redemption for a period of up to 12 (twelve) months from the date of purchase/ activation thereof by the Customer.

2.3 The Parties specifically record that the Customer may provide this Benefit to its clients/ members upon such terms and conditions as it may determine in its sole discretion, on the condition that any variation to the Benefit terms and conditions have been approved by ONEclub in writing.

### **3. SERVICE DELIVERY AND QUERY HANDLING**

The Parties agree that ONEclub shall solely be responsible for addressing and resolving all of the Customer’s client/ member queries and/or concerns related to this Benefit and undertakes to do so in strict accordance with the terms and conditions detailed in Annexure C.

## **ANNEXURE B – TRAVEL BENEFIT – FLYSAFAIR**

**1. BENEFIT SUMMARY**

ONEclub undertakes to provide the Customer with access to a “travel discount benefit”, for its clients/ members, which entails clients/ members being eligible for cashback on Safair tickets from ONEclub.

**2. BENEFIT TERMS AND CONDITIONS**

2.1 ONEclub undertakes to offer a rebate to clients/ members of R150 for valid flight ticket;

2.2 Subject to such exclusions and qualification criteria as detailed in this clause 2.2, ONEclub warrants that:

2.2.1 clients/ members will be allowed to redeem 1 flight ticket per month;

2.2.2 bus tickets can be to, and from, any destination serviced by Safair

2.2.3 flown air tickets will remain valid for redemption up to 48 hours after, the date and time of travel.

2.3 The Parties specifically record that the Customer may provide this Benefit to its clients/ members upon such terms and conditions as it may determine in its sole discretion, on the condition that any variation to the Benefit terms and conditions have been approved by ONEclub in writing.

**3. SERVICE DELIVERY AND QUERY HANDLING**

The Parties agree that ONEclub shall solely be responsible for addressing and resolving all of the Customer’s client/ member queries and/ or concerns related to this Benefit and undertakes to do so in strict accordance with the terms and conditions detailed in Annexure C.

## **ANNEXURE B – TRAVEL DISCOUNT BENEFIT – BUS TICKETS**

### **BENEFIT SUMMARY**

ONEclub undertakes to provide the Customer with access to a “travel discount benefit”, for its clients/ members, which entails clients/ members being eligible to purchase select bus tickets from Just Go at a fixed discounted price.

#### **1. BENEFIT TERMS AND CONDITIONS**

- 1.1 ONEclub undertakes to offer bus tickets to clients/ members at a discount up to 5% less than the standard charge for the applicable bus ticket;
- 1.2 Subject to such exclusions and qualification criteria as detailed in this clause 2.2, ONEclub warrants that:
  - 1.2.1 clients/ members will be allowed to purchase unlimited number of bus tickets per month;
  - 1.2.2 bus tickets can be to, and from, any destination within the borders of South Africa to which the selected bus service travels;
  - 1.2.3 bus tickets are to be booked via the Just Go website; [www.justgo.co.za](http://www.justgo.co.za), customer service helpdesk whereafter the customer will receive a ticket electronically; and
  - 1.2.4 purchased bus tickets will remain valid for redemption up to, and including, the date and time of travel.
- 1.3 The Parties specifically record that the Customer may provide this Benefit to its clients/ members upon such terms and conditions as it may determine in its sole discretion, on the condition that any variation to the Benefit terms and conditions have been approved by ONEclub in writing.
- 1.4 All bus ticket bookings are subject to Just Go standard booking terms and conditions (a copy of which is available the service provider’s website).

#### **2. SERVICE DELIVERY AND QUERY HANDLING**

The Parties agree that ONEclub shall solely be responsible for addressing and resolving all of the Customer’s client/ member queries and/ or concerns related to this Benefit and undertakes to do so in strict accordance with the terms and conditions detailed in Annexure C.

## **ANNEXURE B – FAST FOOD**

## 1. BENEFIT SUMMARY

ONEclub undertakes to provide the Customer with access to a “fast-food benefit”, for on selling to its clients/members, which entails the Customer being eligible to conditional discount vouchers from ONEclub at prescribed fast-food outlets, to a maximum of R200 per month.

## 2. BENEFIT TERMS AND CONDITIONS

2.1. The “Fast Food Benefit” entitles the member, to a conditional discount voucher on their next fast-food meal purchased from a participating store, provided that you:

- 1.1.1. spend R250 (two hundred and fifty Rand) or more, excluding the delivery fee, to qualify for a R50 (fifty Rand) voucher;
- 1.1.2. spend R150 (one hundred and fifty Rand) or more, excluding the delivery fee, to qualify for a R30 (thirty Rand) voucher;
- 1.1.3. spend R100 (one hundred Rand) or more, excluding the delivery fee, to qualify for a R15 (fifteen Rand) voucher; and
- 1.1.4. member to submit claim within 24 (twenty-four) hours from visiting the participating outlet or ordering through the respective fast-food application (e.g., the Steers App).

2.2. For the Steers mobile application voucher redemptions, member will need to adhere to the Steers mobile application terms and conditions.

2.3. Member will also need to enter the voucher number on the Steers app before selecting the payment method.

2.4. **To qualify for a voucher reissue, member will need to purchase food to the value of R100 (one hundred Rand) or more, excluding member voucher spend.**

2.5. All claim submissions will be vetted and approved by DR based on the above criteria.

2.6. The refund will be calculated as per the qualifying criteria and the amount spent on the bill, up to a maximum of R50.00 (fifty Rand), R30.00 (thirty Rand) and R15.00 (fifteen Rand) in terms of clause 5.1.

2.7. Member claim will be processed within 3 (three) Business Days.

2.8. The Fast-Food Benefit:

- 3.8.1 can only be redeemed at participating outlets. We shall be entitled, in our sole and absolute discretion, to amend the list of outlets from time to time. **Whilst every effort will be made to ensure that all listed outlets are trading, DR shall not be held liable in the event of any restaurant closures;**
- 3.8.2. member voucher is valid for 1 (one) use only.
- 3.8.3. member cannot use 2 (two) vouchers for one purchase.
- 3.8.4. member is limited to 4 (four) claims per subscription month.
- 3.8.5. member must redeem within 30days from date of voucher issue.
- 3.8.6. is based on the outlet’s standard prices;
- 3.8.7. shall not be applicable with any special offers, promotions, other discount vouchers or loyalty programs;
- 3.8.8. applies to individual line items on the menu whereby only 1 (one) discount applies; and
- 3.8.9. applies to meals that include drinks.

## ANNEXURE B – DINING BENEFIT

### BENEFIT SUMMARY

ONEclub undertakes to provide the Customer with access to a “dining benefit”, for on selling to its clients/members, which entails the Customer being eligible to receive a rebate of up to R 120 (one hundred and twenty Rand) on the second most expensive meal purchased by the relevant clients/members from a select list of more than 2,000 (one thousand two hundred) participating restaurants and/or dining establishments throughout South Africa, to a maximum of R1 200 per member per month.

### 1. BENEFIT TERMS AND CONDITIONS

- 1.1. ONEclub undertakes, monthly in advance, on or before the 25<sup>th</sup> (twenty-fifth) day of each month, to provide the Customer with a list, of at least, 1,000 (one thousand two hundred) restaurants and / or dining establishments throughout South Africa that form part of this dining Benefit.
- 1.2. Provided that an applicable client/member’s dining spend qualifies for a rebate in terms of this clause, ONEclub undertakes to:
  - 1.2.1. procure such payment to the Customer of either: (a) the total value of the second most expensive meal purchased by an applicable client/member from a participating restaurant and/or dining establishment, including VAT; or (b) R120 (one hundred and twenty Rand), including VAT, whichever equates to the lower amount;
  - 1.2.2. confirm to the Customer whether an applicable client/member’s dining spend was “approved” or “declined” for purposes of such payment within a maximum of 5 (five) Business Days post such client/member having forwarded a photo of his/her applicable dining slip to ONEclub and/or its relevant subcontracted service provider; and
  - 1.2.3. make payment to the Customer, monthly in arrears on, or before, the 30<sup>th</sup> (thirtieth) day of each month, of the sum total of all client/member-procured payments that were “approved” during the preceding month.
- 1.3. Due to the fact that the Customer pays forward the majority, if not all, of the amounts that are “approved” by ONEclub, ONEclub warrants the accuracy of all “approved” statuses communicated to the Customer and confirms its liability for payment of the same to the Customer, irrespective of whether ONEclub may establish, after having communicated an “approved” status to the Customer, that the said dining expenditure did not qualify for a rebate for any reason whatsoever.
- 1.4. The Parties specifically record that the Customer may on-sell and/or provide this Benefit to its clients/members at such price and/or upon such terms and conditions as it may determine in its sole discretion, on the condition that any variation to the Benefit terms and conditions have been approved by ONEclub in writing.
- 1.5. The Parties agree that this dining Benefit is subject to the following conditions:
  - 1.5.1. The member must be dining or requesting online delivery with at least 1 (one) other person;
  - 1.5.2. no less than 2 (two) meals and 2 (two) drinks are purchased on your subscription;
  - 1.5.3. The member is at least 18 (eighteen) years of age;



- 1.5.4. the Dining Benefit can only be redeemed at participating restaurants which can be found on the Mobisite Platform. We shall be entitled, in our sole and absolute discretion, to amend the list of restaurants from time to time. Whilst every effort will be made to ensure that all listed restaurants are trading, DR shall not be held liable in the event of any restaurant closures;
- 1.5.5. the Dining Benefit is based on the relevant restaurant's standard prices and cannot be used with any special offers, promotions, other discount vouchers or other loyalty programs;
- 1.5.6. the Dining Benefit cannot be used when purchasing takeaways;
- 1.5.7. you may only use the Dining Benefit once per restaurant per day;
- 1.5.8. the Dining Benefit does not apply to desserts, extras, toppings, sides (e.g., build your burger, extras on pizza etc.);
- 1.5.9. the refund applies to individual line items on the menu whereby only 1 (one) discount applies;
- 1.5.10. the Dining Benefit can be used for courses that include drinks, provided it is not a special; and
- 1.5.11. a maximum of 2 (two) subscriptions may be used per table, provided they are under different names and each member must claim separately;
- 1.5.12. Dining Benefit may not be used within 3 hours of a previous claim.
- 1.5.13. Dining Benefit may not be used at any restaurant at which the Member is employed.
- 1.6. The refund will be calculated on the second most expensive meal on the bill, up to a maximum of R120.00 (one hundred and twenty Rand). Your claim may be verified with the relevant restaurant to ensure validity.
- 1.7. Your claim will be processed within 5 (five) Working Days (defined as Mondays to Fridays, excluding South African public holidays).
- 1.8. Your refund will be calculated as follows:
  - 1.8.1. Member 1: 2<sup>nd</sup> most expensive meal on the bill up to a maximum of R120 (one hundred and twenty Rand); and
  - 1.8.2. Member 2: 4<sup>th</sup> most expensive meal on the bill up to a maximum of R120 (one hundred and twenty Rand).
- 1.9. Claims:
  - 1.9.1. must be submitted *via* the mobile application within 24 hours after sit down dining or after delivery of the member's online order;
  - 1.9.2. will be deposited into the bank account in the name of the member only; and
  - 1.9.3. must include a complete and legible claim submission.
  - 1.9.4. must include the original restaurant receipt clearly displaying the restaurant name, receipt number, date, and time (credit card receipts not accepted) in the form of a clear photo and will not be processed if the details on receipt (restaurant name, date) do not match member "claim" or if the time of payment is more than 24 (twenty-four) hours from members "claim" time.
- 1.10. Member's subscription is non-transferable.
- 1.11. At DR's discretion, we may request proof of payment to be submitted along with any *pro forma* invoices that are submitted e.g., credit card slip, Zapper, Snap scan receipt or cash receipt.

- 1.12. Payments will not be processed if the details on any receipt (restaurant name or date) does not match the authorisation or if the time of payment is over 5 (five) hours from the relevant authorisation time.  
Backdated authorisations will not be allowed by DR under any circumstances.
- 1.13. Any member who fails to adhere to, or attempts to circumvent, the applicable Terms or abuse the Dining Benefits may result in the termination of their eligibility to receive the Dining Benefits in the future. DR shall not be held liable for any losses should a subscriber be denied access to the Dining Benefits on the basis of this clause.
- 1.14. You may not deduct, withhold, bank exchange, commission or set-off any amounts from amounts which are owed to us, without our prior written consent.

## **2. SERVICE DELIVERY AND QUERY HANDLING**

The Parties agree that ONEclub shall solely be responsible for addressing and resolving all of the Customer's client/member queries and/or concerns related to this Benefit and undertakes to do so in strict accordance with the terms and conditions detailed in Annexure C.

## 1. BENEFIT SUMMARY

ONEclub undertakes to provide the Customer with access to a “movie benefit”, for on selling to its clients/members, which entails the Customer being eligible to purchase 2 (two) dimensional Nu Metro vouchers from ONEclub at a fixed discounted price.

## 2. BENEFIT TERMS AND CONDITIONS

### Nu Metro

- 2.1 ONEclub undertakes, to provide Nu Metro 2D movie tickets to members at 30% up to maximum 50% of the retail value.
- 2.2 Subject to such exclusions and qualification criteria as detailed in this clause, ONEclub warrants that:
- 2.2.1 Vouchers need to be purchased via the mobile app or ONEclub platforms.
  - 2.2.2 Vouchers can be redeemed to watch any 2D movie at participating Nu Metro branches;
  - 2.2.3 Vouchers may be redeemed by clients/members *via* the Nu Metro ticketing platforms (online or at the cinema).

## 3 SERVICE DELIVERY AND QUERY HANDLING

The Parties agree that ONEclub shall solely be responsible for addressing and resolving all of the Customer’s client/member queries and/or concerns related to this Benefit and undertakes to do so in strict accordance with the terms and conditions detailed in Annexure C.

## **ANNEXURE B – CAR HIRE DISCOUNT BENEFIT – WOODFORD CAR RENTAL**

### **1. BENEFIT SUMMARY**

ONEclub undertakes to provide the Customer with access to a “car hire discount benefit”, for its clients/ members, which entails clients/ members being eligible to hire cars from Woodford Car Hire, at a discounted rate via online booking.

### **2. BENEFIT TERMS AND CONDITIONS**

2.1 ONEclub undertakes to offer discount rates to clients/ members at a cost equal to 10% (ten percent) on Freemium and 20% (twenty percent) on Gold, less than Woodford Car Hires’ standard charge for the applicable car hire/rental;

2.2 Subject to such exclusions and qualification criteria as detailed in this clause 2.2, ONEclub warrants that:

2.2.1 Members need to request discount voucher via the mobile app or ONEclub platform.

2.2.2 clients/ members will be allowed to book an unlimited number of car hire/rentals;

2.2.3 Car rentals can be from, any destination within the borders of South Africa to which Woodford Car Hire provides services;

2.2.4 Car rentals are to be booked via the Woodford Car Hire website whereafter the customer will receive a ticket electronically; and

2.3 The Parties specifically record that the Customer may provide this Benefit to its clients/ members upon such terms and conditions as it may determine in its sole discretion, on the condition that any variation to the Benefit terms and conditions have been approved by ONEclub in writing.

2.4 All bus ticket bookings are subject to Woodford Car Hire standard booking terms and conditions (a copy of which is available the service provider’s website).

### **3. SERVICE DELIVERY AND QUERY HANDLING**

The Parties agree that ONEclub shall solely be responsible for addressing and resolving all of the Customer’s client/ member queries and/ or concerns related to this Benefit and undertakes to do so in strict accordance with the terms and conditions detailed in Annexure C.

## **ANNEXURE B – PLANET54.COM DISCOUNT VOUCHER BENEFIT**

### **1. BENEFIT SUMMARY**

ONEclub undertakes to provide the Customer with access to “Planet54.com discount vouchers benefit”, for its client/ members, whereby the Customer shall be eligible to obtain a discount of R 200 (Two Hundred Rand) off a purchase of R 1000 (One Thousand Rand) purchase/s from Planet54.com. 1 per month on Freemium and 2 per month on Premium. These discount vouchers are available from the mobisite.

### **2. BENEFIT TERMS AND CONDITIONS**

2.1 ONEclub undertakes to issue such requisite quantity of electronic Planet54.com discount vouchers to the Customer as agreed.

2.2 ONEclub warrants that:

2.2.1 Members need to request discount voucher via the mobile app or ONEclub platform.

2.2.2 Vouchers may be redeemed online at Planet54.com.

2.3 The Parties specifically record that the Customer may provide this Benefit to its clients/ members upon such terms and conditions as it may determine in its sole discretion, on the condition that any variation to the Benefit terms and conditions have been approved by ONEclub in writing.

2.4 All purchases are subject to Planet54.com standard booking terms and conditions (a copy of which is available the service provider’s website).

### **3. SERVICE DELIVERY AND QUERY HANDLING**

The Parties agree that ONEclub shall solely be responsible for addressing and resolving all of the Customer’s client/ member queries and/or concerns related to this Benefit and undertakes to do so in strict accordance with the terms and conditions detailed in Annexure C.

## **ANNEXURE B – SECURITY HYPERSTORE DISCOUNT VOUCHER BENEFIT**

### **4. BENEFIT SUMMARY**

ONEclub undertakes to provide the Customer with access to SECURITY HYPERSTORE discount benefit”, for its client/ members, whereby the Customer shall be eligible to obtain a discount of 5% off purchase/s from SECURITY HYPERSTORE. These discount vouchers are available from the mobisite.

### **5. BENEFIT TERMS AND CONDITIONS**

5.1 ONEclub undertakes to issue such requisite quantity of electronic SECURITY HYPERSTORE discount vouchers to the Customer as agreed.

5.2 ONEclub warrants that:

5.2.1 Members need to request discount voucher via the mobile app or ONEclub platform.

5.2.2 Vouchers may be redeemed online at SECURITY HYPERSTORE

5.3 The Parties specifically record that the Customer may provide this Benefit to its clients/ members upon such terms and conditions as it may determine in its sole discretion, on the condition that any variation to the Benefit terms and conditions have been approved by ONEclub in writing.

5.4 All purchases are subject to SECURITY HYPERSTORE’s standard terms and conditions (a copy of which is available the service provider’s website).

### **6. SERVICE DELIVERY AND QUERY HANDLING**

The Parties agree that ONEclub shall solely be responsible for addressing and resolving all of the Customer’s client/ member queries and/or concerns related to this Benefit and undertakes to do so in strict accordance with the terms and conditions detailed in Annexure C.

## **ANNEXURE B – TRAVEL BENEFIT - TRAVELSTART**

### **1. BENEFIT SUMMARY**

ONEclub undertakes to provide the Customer with 'discounted flight bookings on domestic and international flights', for its client/ members, whereby the Customer shall be eligible to obtain a discount of 'R150 off domestic flights', and 'R300 off international flights' when booking via Travelstart. These discount vouchers are available from within the mobile app.

### **2. BENEFIT TERMS AND CONDITIONS**

2.1 ONEclub undertakes to issue such requisite quantity of electronic Travelstart discount vouchers to the Customer as agreed.

2.2 ONEclub warrants that:

2.2.1 Members need to request discount voucher via the mobile app or ONEclub platform.

2.2.2 Booking of tickets are done via Travelstart booking platforms.

2.2.3 Discount on domestic flights is R150 off return domestic flights.

2.2.4 Discount on international flights is R300 off return international flights.

2.2.5 Number of redemptions are limited to 4 per member per month.

2.3 The Parties specifically record that the Customer may provide this Benefit to its clients/ members upon such terms and conditions as it may determine in its sole discretion, on the condition that any variation to the Benefit terms and conditions have been approved by ONEclub in writing.

2.4 All purchases are subject to Travelstart standard booking terms and conditions (a copy of which is available the service provider's website).

### **3. SERVICE DELIVERY AND QUERY HANDLING**

The Parties agree that ONEclub shall solely be responsible for addressing and resolving all of the Customer's client/ member queries and/or concerns related to this Benefit and undertakes to do so in strict accordance with the terms and conditions detailed in Annexure C.

## **ANNEXURE B – DISCOUNTED EDUCATION PACKAGES – TORQUE IT**

### **1. BENEFIT SUMMARY**

ONEclub undertakes to provide the Customer with two 'discounted education packages', when booking via TORQUE IT. These discount vouchers are available from within the mobile app.

### **2. BENEFIT TERMS AND CONDITIONS**

2.1 ONEclub undertakes to issue such requisite quantity of electronic discount vouchers to the Customer as agreed.

2.2 ONEclub warrants that:

2.2.1 Discount of 30% on Freemium and 50% on Gold, off Microsoft Applications valued between R1500 to R5000 is applicable to all members.

2.2.2 Discount of 20% on Freemium and 30% on Gold, off CompTia courses valued between R1500 to R11000 is applicable to all members.

2.2.3 Vouchers are limited to one per course.

2.3 The Parties specifically record that the Customer may provide this Benefit to its clients/ members upon such terms and conditions as it may determine in its sole discretion, on the condition that any variation to the Benefit terms and conditions have been approved by ONEclub in writing.

2.4 All purchases are subject to TORQUE IT standard booking terms and conditions (a copy of which is available the service provider's website).

### **3. SERVICE DELIVERY AND QUERY HANDLING**

The Parties agree that ONEclub shall solely be responsible for addressing and resolving all of the Customer's client/ member queries and/or concerns related to this Benefit and undertakes to do so in strict accordance with the terms and conditions detailed in Annexure C.



## **ANNEXURE B – DISCOUNTED EDUCATION PACKAGES – LEAD ACADEMY**

### **1. BENEFIT SUMMARY**

ONEclub undertakes to provide the Customer with a ‘discounted education package’, when booking via Lead Academy. These discount vouchers are available from within the mobisite.

### **2. BENEFIT TERMS AND CONDITIONS**

2.1 ONEclub undertakes to issue such requisite quantity of electronic discount vouchers to the Customer as agreed.

2.2 ONEclub warrants that:

2.2.1 Discount of 30% on COMPTIA and 50% on Microsoft Online Courses and E-learning programs is applicable to all Premium members.

2.2.2 Vouchers are limited to one per course.

2.3 The Parties specifically record that the Customer may provide this Benefit to its clients/ members upon such terms and conditions as it may determine in its sole discretion, on the condition that any variation to the Benefit terms and conditions have been approved by ONEclub in writing.

2.4 All purchases are subject to LEAD ACADEMY standard booking terms and conditions (a copy of which is available the service provider’s website).

### **3. SERVICE DELIVERY AND QUERY HANDLING**

The Parties agree that ONEclub shall solely be responsible for addressing and resolving all of the Customer’s client/ member queries and/or concerns related to this Benefit and undertakes to do so in strict accordance with the terms and conditions detailed in Annexure C.

## **ANNEXURE B – DISCOUNTED SPORTS EVENT TICKETS**

## 1. Benefit Summary

ONEclub undertakes to provide the customer with a “Sports Event” Benefit, for on selling to its members, when purchasing a local cricket or local soccer match ticket. These discount vouchers are available from within the mobisite.

## 2. Benefit Terms and Conditions

2.1. ONEclub undertakes to issue such requisite quantity of electronic discount vouchers to the Customer as agreed.

2.2. Subject to such exclusions and qualification criteria as detailed in clause 3 of this Benefit summary, ONEclub warrants that:

2.2.1. Match ticket vouchers can be redeemed to watch select upcoming event;

2.2.2. Match ticket vouchers will be forwarded to the member in real time upon request; and

2.2.3. Match ticket vouchers can be redeemed by Members via the respective ticket outlet.

2.3. ONEclub confirms that, save for the Benefit exclusions and qualification criteria detailed in clause 3 of this Benefit summary, there are no further restrictions and / or limitations of any nature pertaining to the access and / or utilisation of this Benefit.

## 3. Benefit Exclusions and Qualification Criteria

3.1. The Parties agree that this Sports Event Benefit is subject to the following exclusions and / or pre-qualification criteria:

3.1.1. Match ticket vouchers cannot be redeemed for select events, cup and / or international matches;

3.1.2. Event ticket vouchers do not guarantee applicable Members a seat at any relevant event and remains subject to available seats at the time of redeeming the said voucher(s); and

3.1.3. Event ticket vouchers cannot be redeemed for cash.

## 4. Customer service and query handling

The Parties agree that ONEclub will be solely responsible for addressing and resolving all Member queries and / or concerns related to this Benefit and undertakes to do so in strict accordance with the terms and conditions detailed in clause 5 of the main Agreement, as well as the service levels and turnaround times detailed in **Annexure C**.

## **ANNEXURE B – DAYS OUT BENEFIT - VARIOUS**

### **1. BENEFIT SUMMARY**

ONEclub undertakes to provide the Customer with access to a “Days Out Benefit” when booking an outdoor experience with Acrobranch, Impact Adventures, Shark and Safari or other available experiences. These discount vouchers are available from within the mobisite.

### **2. BENEFIT TERMS AND CONDITIONS**

2.1 ONEclub undertakes to issue such requisite quantity of electronic discount vouchers to the Customer as agreed.

2.2 ONEclub warrants that:

2.2.1 Discount of 20% off all courses at any Acrobranch in South Africa, is applicable to eligible members.

2.2.2 Discount of 2 for 1 saving on any outdoor experience up to R550 with Impact Adventures

2.2.3 25% off Full Day Shark Cage Diving in Gansbaai (Self-drive package only)

2.2.4 Vouchers are limited to one per course/ experience.

### **3. SERVICE DELIVERY AND QUERY HANDLING**

The Parties agree that ONEclub shall solely be responsible for addressing and resolving all of the Customer’s client/ member queries and/ or concerns related to this Benefit and undertakes to do so in strict accordance with the terms and conditions detailed in Annexure C.

## **ANNEXURE B – ASSISTANCE SERVICES**

### **BENEFIT SUMMARY**

1. ONEclub undertakes to provide the Customer with Assistance Services whereby:

- 1.1. The Member may require various forms of medical assistance during a medical emergency from time to time.
- 1.2. Medical assistance may be provided to the Member in their time of need and when claimed in accordance with their Benefit Limits within a Benefit Period and as per the Policy Wording of their level of Cover.
- 1.3. The Member is advised to contact a medical centre in the instance that they require medical resources and/or medication.

2. **General Introduction, Interpretation and Terms**

This document must be read in conjunction with the document entitled General Introduction, Interpretation and Terms and the Policy Wording, for the applicable cover level, which forms an integral part of this document.

3. **Definitions**

- 3.1. “Emergency Medical Response” shall mean medical treatment administered in response to a Medical Emergency that of necessity requires immediate emergency medical intervention.
- 3.2. “Emergency Medical Transportation” shall mean the removal of the Member pursuant to an Emergency Medical Response either by road or air, as the case may be, in accordance with the criteria applicable for the selected form of transport.
- 3.3. “Medical Emergency” shall mean a sudden and reasonably unforeseeable Claim that poses an immediate risk to the health and physical well-being of a Member as determined by the Triage.
- 3.4. “Secondary Telephonic Medical Triage” shall mean the system that will include a series of questions to evaluate the Member’s condition over the phone to determine the appropriate course of action to be followed. This process will involve either sending out the appropriate medical service provider or providing relevant medical advice telephonically.)
- 3.5. “Triage” shall mean the assessment of urgency of a Claim pursuant to recording certain information from the Member in order to decide whether an Emergency Medical Response is necessary, alternatively, whether the Claim may be mitigated by means of a Secondary Telephonic Medical Triage.

4. **The Benefit**

- 4.1. The Pioneer Rewards Customer Services Centre retains the right to use the most reasonable and cost-effective solution.
- 4.2. Any shortfall between actual cost and the allowance included in the individual benefits must be settled by the Member with the relevant Service Provider.

## 5. Limitation of Liability and Indemnity

- 5.1. The Customer Experience Centre, Company or Service Provider who renders the Service pursuant to the Benefits hereunder will not be held liable for any liability whatsoever for any damage, loss, or injury
- 5.2. caused to the Member and / or their assets during the Service delivery, alternatively, due to the lack of the Service being rendered, alternatively, due to the fact that the Service was not properly rendered.

## 6. The Service

- 6.1. Emergency Medical Response & Evacuation
- 6.2. Repatriation of Mortal Remains,
- 6.3. Legal Assistance,
- 6.4. Health Advice,
- 6.5. HIV/AIDS & Covid-19 Counselling,
- 6.6. Funeral Assistance, Bereavement Services and claims assistance. 6.7. Airtime

## 7. Wills Benefit

Benefit Description	Benefit Value	Redemption Partner
Free Wills provided to all members	Free Wills consultation. Free preparation of Will. Free courier of Will within SA. Free storage of Will in secure vault	Request via call centre or customer service desk (Email/WhatsApp).

## 8. Debt Counselling

Benefit Description	Benefit Value	Redemption Partner
Debt Counselling provided to all members	First Debt Counselling session will be Free for all qualifying members	Request via call centre or customer service desk (Email/WhatsApp).

## 1. MOBILE APPLICATION

\*Notwithstanding anything to the contrary contained herein, all Application fault and/ or error response times detailed herein are not guaranteed and are based on a best-effort basis. Accordingly, ONEclub shall not be liable for any delays and/ or non-adherence to the times frames detailed herein.

The procedure below must be followed by the Customer when reporting a fault, incident or change request in respect of the Application. Adherence to these procedures will ensure the best possible response and timeous resolution of any incidents or faults.

- 1.1. ONEclub shall solely receive and/ or address Application faults or errors from the Customer and shall not interact with any Members directly.
- 1.2. The Customer is required to consult Application training manuals and/ or FAQ, as supplied by ONEclub, and perform all the required first line troubleshooting operations prior to reporting an Application fault or error to ONEclub' client service department ("Client Services"). The Customer must provide sufficient, accurate information when contacting Client Services to enable them to identify the location of the fault, the nature of the fault or incident and the part of the Software that is affected. Response time countdown will not commence until the Customer has fully complied with the requirements of this clause.
- 1.3. In the event that the Customer needs to report a fault, incident or change request, it must contact Client Services by:
  - 1.3.1. e-mail: [theoneclub@directrewards.co.za](mailto:theoneclub@directrewards.co.za) and
  - 1.3.2. telephone: **083 655 7777** (Mon - Fri; 08h00 – 17h00).
- 1.4. All requests relating to the Software must be confirmed in writing via email to [appsupport@directrewards.co.za](mailto:appsupport@directrewards.co.za)
- 1.5. Once the fault, incident or change request has been logged, the Customer will receive a Service Ticket reference number from Client Services.
- 1.6. Client Services will periodically contact the Customer and provide feedback on Service Tickets.
- 1.7. The Customer will provide feedback to applicable Members as to the cause of the fault, incident or change request and the resolution thereof as well as any applicable recommendations.

- 1.8. The various “**Response Times**” set out in below shall commence from the time that Client Services assigned a Service Ticket to a reported applicable Application fault or error.
- 1.9. Service Tickets shall only be issued, and relevant remedial work shall only be performed during 08h00 and 17h00 Mondays to Fridays.
- 1.10. Service Tickets logged after 16:30 on Mondays to Fridays, will be deemed as logged at 08:00 on the following Business Day.
- 1.11. To expedite high priority Service Tickets, any “Priority 1” Service Tickets reported via e-mail must also be followed up with a phone call from the Customer to Client Services.

## **2. CONTACT CENTRE**

- 2.4 ONEclub shall establish and maintain, throughout the subsistence of this Agreement:
  - 2.4.1 a dedicated telephone number to be used by clients/ members when liaising with ONEclub in relation to any Benefit; and
  - 2.4.2 an online technology platform, capable of receiving and processing instructions and communications from the Customer and/ or the Customer’s clients/ members, in relation to the Benefits.
- 2.5 ONEclub shall, at all times whilst engaging with clients/ members:
  - 2.5.1 promote and/ or portray the Customer as being a reputable institution;
  - 2.5.2 address and resolve all client/ member queries related to the structure, function and/ or redemption procedure of each Benefit, in such a manner as reasonably directed by the Customer in writing from time to time;
  - 2.5.3 forward to the Customer all calls and/ or queries received from clients/ members regarding the Customer’s core business;
  - 2.5.4 notify the Customer of any complaint and/ or dispute received from a client/ member with regards to any Benefit within 5 (five) Business Days from the date of receipt thereof;

- 2.5.5 deal with and/ or resolve Benefit-related complaints or disputes in such a manner as reasonably directed by the Customer, in writing, from time to time and keep adequate record of the same for the duration of this Agreement.
- 2.5.6 maintain, at all times, the highest degree of good faith towards the Customer and ensure that no conflict of interest materialises, and in the event of a conflict of interest arising, to immediately advise the Customer of same;
- 2.5.7 communicate with clients/ members in a professional, courteous, and supportive manner;
- 2.5.8 ensure that it has appropriate governance, risk management, internal controls, staff, and processes in place to adequately provide and manage the Benefits, the Services, and its associated risks; and
- 2.5.9 provide the Customer with continued access to any, and all, reasonable information, data and/ or documentation relevant to any Benefit.

### 3. REPORTING

- 3.4 ONEclub undertakes to provide the Customer with a written report, monthly in arrears, on the 20<sup>th</sup> (twentieth) Business Day of each month, detailing *inter alia*:
  - 3.4.1 the status of each Benefit provided during the previous month.
  - 3.4.2 data related to the usage of each individual Benefit by the Customer’s clients/ members during the previous month.
  - 3.4.3 any complaints by, or disputes with, the Customer’s clients/ members; and
  - 3.4.4 actual and anticipated problem areas, the impact thereof on the Benefits being provided and actions being taken to remedy such problems.

### 4. SERVICE LEVELS

ONEclub undertakes to comply with the following Service Levels in performance of the Services:

SERVICE LEVELS			
ITEM	DESCRIPTION	MEASUREMENT	REPORTING METHOD



<p>1. Inbound calls</p>	<ul style="list-style-type: none"> <li>• Calls answered within a maximum of 20 (twenty) seconds following IVR.</li> <li>• Response to voice mail messages within 10 (ten) minutes</li> <li>• All clients/members must be assisted in English</li> </ul>	<ul style="list-style-type: none"> <li>• Minimum 80% (eighty percent) of all calls to be answered within 20 (twenty) seconds.</li> <li>• 20% (twenty percent) of all calls to be answered within 60 (sixty) seconds</li> </ul>	<ul style="list-style-type: none"> <li>• Relevant reporting as requested by the Customer from time to time</li> </ul>
<p>2. Quality monitoring</p>	<ul style="list-style-type: none"> <li>• Measurement of business efficiency, call resolution and client/member satisfaction levels</li> </ul>	<ul style="list-style-type: none"> <li>• Business Efficiency: 15% (thirty percent) sampling of all calls</li> <li>• Key areas of focus and action plan must be submitted to the Customer every 2<sup>nd</sup> (second) month</li> </ul>	<ul style="list-style-type: none"> <li>• QA Report = as per ONEclub QA System</li> <li>• Bi-monthly reporting shared with the Customer quarterly.</li> </ul>
<p>3. Client/Member verification</p>	<ul style="list-style-type: none"> <li>• Accurate data capturing against data provided by the client/member.</li> <li>• Post client/member verification eligibility (i.e., per individual Benefit category) will be established whether the client/member must still pay for the Benefit or is access confirmed</li> </ul>	<ul style="list-style-type: none"> <li>• Latest Bordereaux data to be uploaded for verification by Customer.</li> <li>• ONEclub will use monthly Bordereaux to confirm eligibility.</li> </ul>	<ul style="list-style-type: none"> <li>• The Customer will be notified, in writing, as soon as reasonably possible, if any failure in receiving data is experienced</li> </ul>
<p>4. Documentation and 5 (five) year data maintenance</p>	<ul style="list-style-type: none"> <li>• All client/member-related information and/or data to be retained by ONEclub for at least</li> </ul>	<ul style="list-style-type: none"> <li>• IT server in database format</li> </ul>	<ul style="list-style-type: none"> <li>• Daily back-ups by IT support staff</li> </ul>

	5 (five) years post initial receipt thereof, subject to applicable law		
5. Timeous extraction and submission of calls	<ul style="list-style-type: none"> <li>• ONEclub to record all telephonic interactions with clients/members.</li> <li>• ONEclub to ensure that all call recording lines and systems are functional at all material times</li> </ul>	<ul style="list-style-type: none"> <li>• Call recordings must be made available to a client/member within 24 (twenty-four) hours from request on Business Days</li> <li>• All client/member calls to be submitted to the Customer within a maximum of 7 (seven) days from request</li> </ul>	<ul style="list-style-type: none"> <li>• <i>Ad-hoc</i> reporting upon request from the Customer</li> </ul>
6. Client/Member utilisation	<ul style="list-style-type: none"> <li>• Details regarding how many clients/members utilised the Benefit during any month</li> </ul>	<ul style="list-style-type: none"> <li>• Benefits which were utilised by clients/members</li> </ul>	<ul style="list-style-type: none"> <li>• The Customer's standard Benefit-utilisation report</li> <li>• By the 20<sup>th</sup> (twentieth) Business Day of every month and to be discussed at monthly operational meetings</li> </ul>
7. Call Centre availability	<ul style="list-style-type: none"> <li>• Call Centre operating hours</li> </ul>	<ul style="list-style-type: none"> <li>• Monday to Friday from 08h00 until 17h00</li> </ul>	<ul style="list-style-type: none"> <li>• The Customer's standard Call Centre contact report</li> </ul>