

SDW/ 00-0000

ADDENDUM TO THE SYNTELL

RECEIVER AGREEMENT

**MADE AND ENTERED INTO BY AND
BETWEEN**

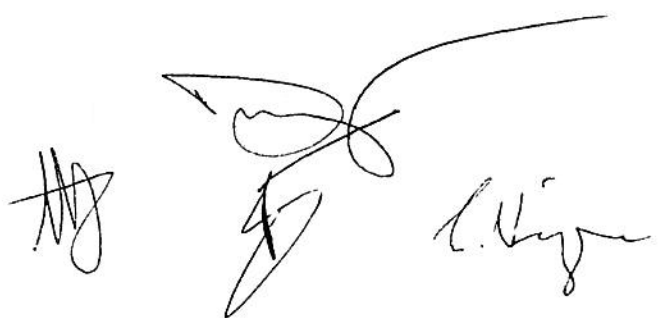
SYNTELL NETWORKS (PROPRIETARY) LIMITED

(hereafter referred to as "SYNTELL")

and

CITY OF CAPE TOWN

(hereafter referred to as "RECEIVER")

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A. PREAMBLE

WHEREAS the Receiver Agreement was concluded on 23 AUGUST 2006 between SYNTELL and RECEIVER, which commenced on the said date ("the Main Agreement).

WHEREAS the parties now desire to amend, vary and add to the Main Agreement with the intention that such amendments, variations and additions which are hereunder stipulated should have legal force and effect henceforth and be read with and the constitute the said agreement.

NOW THEREFORE THE PARTIES AMEND VARY AND ADD TO THE SAID AGREEMENT AS STATED HERUNDER:

This Addendum shall be read subject to and in context of the provisions of the Main Agreement and shall only amend and add to that Agreement as is expressly provided for in this Addendum.

B. OVERVIEW OF SERVICE

1. The collection of payment for traffic fines and municipal accounts will be introduced with effect from the 1st day of MARCH 2007 and **must** include **internet** payment facilities for traffic fines with municipal accounts being optional.
2. "Traffic fines" shall be defined to mean any traffic fine payment up to and including the "pay due date" stated thereon.
3. Traffic fine payments shall be validated against the **Payment validation files exported daily by the RECEIVER. Refer Annexure A, B, C**
4. **Municipal account** numbers shall be validated on the point of sale. Refer Annexure A, B, C

C. OBLIGATIONS AND DUTIES OF RECEIVER:

1. to provide **SYNTELL** with daily **Payment Validation Files** containing outstanding traffic fines due to the **RECEIVER**.
2. to deal with **RECEIVER** customer queries and to advise the **RECEIVER'S** customers not to raise queries with **SYNTELL**, but to direct such queries to the **RECEIVER**.
3. to reimburse **SYNTELL**, in respect of payments made for traffic fines and/or municipal account by a **Receiver** customer using a credit card or debit, the fees charged to **SYNTELL** by the supplier of the credit or debit card.

The bottom of the page features several handwritten signatures and initials. On the left, there is a signature that appears to be 'Hj'. In the center, there is a large, stylized signature that looks like 'K'. To the right of this, there is another signature that appears to be 'L. Uyg'. At the bottom right, there are initials 'D. A.'.

4. to reimburse **SYNTELL** in respect of those cheques returned to **SYNTELL** by it's banker by reason only of there being insufficient funds in the payees account, subject to **SYNTELL** providing the **Receiver** with a copy of both sides of the cheque and that the traffic fine and/or municipal account number/s were correctly annotated on the back of the cheque.
5. to reverse any payment made in terms of clause **B.1** where an error has arisen due to technical problems or as a result of a duplication of transaction data for example and which has resulted in the **RECEIVER** receiving a payment to which it was not entitled to or where a payment is reversed for any reason whatsoever. **SYNTELL** shall as soon as it becomes aware of such an erroneous payment or reversal, notify the **RECEIVER** in writing who undertakes to forthwith investigate the payment concerned. If the **RECEIVER** is satisfied that an error or reversal has occurred, it undertakes to refund **SYNTELL** for the amount of the erroneous payment or reversal.

D. OBLIGATIONS AND DUTIES OF SYNTELL:

1. that online validation against the **Payment Validation Files** is done before payment for a traffic fine is accepted.
2. shall ensure that it accepts only the full payment of any one traffic fine.
3. to ensure all traffic fines accepted for payment are before or on the "pay due date" as stipulated on the traffic fine.
4. upon receiving the **RECEIVER** payments (including internet payments), **SYNTELL** shall consolidate same with the **Transaction Data File** and transmit it to the **RECEIVER** in such manner and by such method as is elected by the **RECEIVER** in accordance with the manner and method specified by the **RECEIVER**. **Separate Transaction Data Files for traffic fines and municipal accounts shall be consolidated and transmitted.**
5. the consolidated and total of all **RECEIVER** payments reflected in the **Transaction Data File (separate traffic fines and municipal accounts)** and collected by all the branches/agents of **SYNTELL**, including internet payments, must be transferred **each Day**, by **SYNTELL** to the **RECEIVER'S Nominated Bank Account** in accordance with the manner and method specified by the **RECEIVER**. **Refer Annexure A, C**
6. Refer to Drawer cheques submitted for reimbursement has the following annotated on the back of the cheque: Traffic fine number, date of receipt, name and address of payee.
7. **SYNTELL** shall not warrant that the service will operate uninterrupted and error free.



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E. COLLECTION FEE

1. The **RECEIVER** shall pay **SYNTELL** a collection fee of **R4.39 exclusive of Vat** for each collected payment of traffic fine reflected in the **Transaction Data File**.
2. The **RECEIVER** shall pay **SYNTELL** a collection fee of **R2.31 exclusive of VAT** for each collected payment of a **municipal account** reflected in the **Transaction Data File**.
3. The fee for each collected payment shall be consolidated and shall be paid to **SYNTELL** on a monthly basis upon a receipt of an invoice from **SYNTELL**.
4. For the purpose of VAT, **SYNTELL** shall furnish the **RECEIVER** with a VAT invoice on the last day of each month reflecting the total collection fees (including VAT) due by the **RECEIVER** to **SYNTELL**.
5. The collection fee referred to in **E1 & E2** above shall be reviewed annually on the anniversary of this agreement, and if necessary the collection fee shall then be adjusted by mutual written agreement between the parties.

F. GENERAL CONDITIONS

1. The Receiver and Syntell hereby agree that they are bound by the varied terms and conditions as set out in this addendum to the Main Agreement.
2. No alteration, cancellation, variation of or addition hereto shall be of any force or effects unless reduced to writing and signed by the parties hereto or their duly authorized representative.
3. This document contains all the variations to the Main Agreement and none of the parties shall be bound by any undertakings, representations, warranties, promises made in respect of any variation which are not recorded herein.
4. The parties agree that the remainder of the provisions of the Main Agreement not amended by this addendum shall remain in full force and effect.



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SIGNED AT Cape Town ON THIS 25 DAY OF January 2007

AS WITNESSES

1. [Signature]

2. [Signature]

[Signature]
RECEIVER
Act. Director
Revenue.

SIGNED AT Lethbridge ON THIS 24th DAY OF January 2007

AS WITNESSES:

[Signature]
E. Virgin

[Signature]
SYNTELL

[Signature] [Signature] E. Virgin
[Signature]