IntelliAcc™

FOR A SMARTER STORE

USER AGREEMENT

BETWEEN

INTELLIACC SYSTEMS (PTY) LTD
REG NO: 2006/025305/07

PROCESS HOUSE, EPSOM DOWNS OFFICE PARK, 13 SLOANE STREET,
BRYANSTON, SANDTON, 2146
(Hereinafter "INTELLIACC")

AND

_____
_____
_____

(Hereinafter "The Client")

SPAR STORE CODE:_____ (Please insert store code)

DEFINITIONS:

FINANCIAL MANAGEMENT SYSTEM:
The accounting and financial management system provided by INTELLIACC SYSTEMS on an internet platform as demonstrated to The Client operating under the internet domain **easyacc.intelliacc.com**

SPAR:
THE SPAR GROUP LIMITED and the distribution centres affiliated to it.

AGREEMENT:

1. INTELLIACC SYSTEMS will make the FINANCIAL MANAGEMENT SYSTEM available to the Client over the internet.

2. INTELLIACC SYSTEMS will provide a secure login user name and password to the Client. Multiple logins will be available to the Client.

3. The Client will make use of the FINANCIAL MANAGEMENT SYSTEM provided by INTELLIACC SYSTEMS to record and maintain its accounting records.

4. INTELLIACC SYSTEMS will help the Client to electronically load as much of the Clients financial information as possible onto the FINANCIAL MANAGEMENT SYSTEM.

5. The Client undertakes to liaise with SPAR to have the latest SPAR software (SIGMA and Dstore or STORELINE) installed at the Client.

6. INTELLIACC SYSTEMS will provide a helpline during office hours Monday to Friday (8:00 to 16:00) with consultants helping the Client with technical support. INTELLIACC SYSTEMS will also provide help with accounting enquiries and to rectify incorrect allocations   on   the FINANCIAL MANAGEMENT SYSTEM during the period which the CLIENT is paying the MONTHLY Accounting Assistance Fee.

7. The Client authorises INTELLIACC SYSTEMS to negotiate on its behalf with Tradelink Retail Systems (Pty) Ltd for an interface to obtain all information as deemed necessary by INTELLIACC SYSTEMS from the Clients Storeline database (if applicable).

8. The Client authorises INTELLIACC SYSTEMS to negotiate with SPAR to obtain drop shipment and warehouse statements in an electronic format in any way whatsoever as agreed upon between INTELLIACC SYSTEMS and SPAR.

9. The Client Authorises INTELLIACC SYSTEMS to negotiate with the clients Bankers: _____ Acc. no.: _____ Branch: _____ to obtain the Clients bank statements in an electronic format in any way whatsoever in terms of arrangements between INTELLIACC SYSTEMS and the Clients bankers. The charges charged by the bank will be for the Clients cost. This will only apply once the host to host facility with banks are in place.

10. If the Client terminates the agreement INTELLIACC SYSTEMS will provide all the Clients financial information on the FINANCIAL MANAGEMENT SYSTEM to the Client in a comma delimited format which will be useable by all major accounting programs, provided the Client is fully paid up.

11. The Client and\or INTELLIACC SYSTEMS can terminate this agreement by giving each other 3 (three) calendar months written notice.

12. INTELLIACC SYSTEMS will take all reasonable steps to protect the Client's data and information but does not accept responsibility for the Client's data if it is obtained via computer hacking or in any other fraudulent or malicious way whatsoever.

13. INTELLIACC SYSTEMS will keep back-ups of the Client's data.

14. INTELLIACC SYSTEMS will take all reasonable steps to be online and available to the Client but cannot guarantee 100% availability due to the potential failure of telecommunication lines and unscheduled maintenance.

15. INTELLIACC SYSTEMS will be doing maintenance from time to time on the FINANCIAL MANAGEMENT SYSTEM. Maintenance will normally be scheduled after hours but INTELLIACC SYSTEMS cannot guarantee that unscheduled maintenance work will not take place during office hours.

16. The Client agrees to pay the following monthly system usage fee excluding VAT.

16.1	Superspar	R 6 600.00
16.2	Spar	R 5 250.00
16.3	Kwikspar	R 3 950.00
16.4	Build It	R 3 700.00
16.5	Tops	R 1 250.00
16.6	Savemor	R 1 250.00

17.   The Client will pay a monthly accounting assistance fee equal to the monthly system fee for the 1st 3 months after installation for active accounting support, installation, charges and training. Normal support, sorting out of problems, etc. is included in the normal usage fee. All fees are payable in advance.

18.   INTELLIACC SYSTEMS and the Client can agree to continue with the Accounting Assistance Fee as set out in clause 17 if the client wishes to continue with the active monthly accounting support.

19. The fees as set out in clause 16 above will increase on an annual basis on **1 January** each year but not with more than the latest published CPI for the preceding calendar year as available on 1 January.

20. The Client agrees to sign the attached debit order form authorising INTELLIACC SYSTEMS to collect the monthly fee from the Clients bank account.

21. The Client is responsible for the updating of the FINANCIAL MANAGEMENT SYSTEM until the information reaches INTELLIACC SYSTEMS electronically. INTELLIACC SYSTEMS will take all reasonable steps to assist the Client in this process.

22. The procurement and maintenance of internet connectivity by the Client is the sole responsibility of the Client. INTELLIACC SYSTEMS does not accept any responsibility for the lack of internet connectivity by the Client.

23. If the Client uses the FINANCIAL MANAGEMENT SYSTEM it agrees with the license agreement as published on the system from time to time.

24. The Client indemnifies INTELLIACC SYSTEMS against all actions taken on the FINANCIAL MANAGEMENT SYSTEM by any user logged in with a user name and password provided by INTELLIACC SYSTEMS to the Client.

25. The Client indemnifies INTELLIACC SYSTEMS against all losses or problems or alleged problems arising from any software installed by INTELLIACC SYSTEMS on the Clients computers.

26. INTELLIACC SYSTEMS will keep all the information of the Client confidential and will not divulge any of it in any way whatsoever to any 3rd party without the written consent of the Client.

27. The Client Agrees that INTELLIACC SYSTEMS can include its financial information in published statistics without divulging the identity of the Client. INTELLIACC SYSTEMS may not publish the Clients information on its own but must always include it with the figures of other Clients of INTELLIACC SYSTEMS as a group.

28. This constitutes the whole agreement between the parties and any amendments to it must be in writing and signed by both parties.

29. Neither party made any representations which is not included in this agreement.

30. The parties choose as their respective domicilium citandi et executandi the addresses beneath their names on the first page of this agreement.

SIGNED AT _____ ON _____20_____ IN THE PRESENCE OF THE UNDERSIGNED WITNESSES

_____

For: INTELLIACC SYSTEMS

WITNESSES:

_____   _____
NAME AND SURNAME   NAME AND SURNAME

_____   _____
SIGNATURE   SIGNATURE

SIGNED AT _____ ON _____20_____ IN THE PRESENCE OF THE UNDERSIGNED WITNESSES

_____

For: THE CLIENT DULY AUTHORISED

WITNESSES:

_____   _____
NAME AND SURNAME   NAME AND SURNAME

_____   _____
SIGNATURE   SIGNATURE

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INTELLIACC SYSTEMS (PTY) LTD REG NO:
DEBIT ORDER AUTHORITY

BANK DEBIT ORDER INSTRUCTION:

Name: _____   Date: _____

Address:

_____

_____

Contact Number: _____

My Bank Details are as follows:

<u>Bank Account Detail</u>

Account Name: _____ ___

Bank: _____ ____

Account Number: _____ ___

Branch Number: _____ ___

Account Type: _____ ____

I/we hereby authorize you to debit my/our account with the above mentioned banking details (or any other bank or branch that I/we may change to) the amount pertaining to this agreement, on the 3rd working day of each month. This sum being the amount for the settlement of the monthly fee due by me in respect of the user agreement.

I/we hereby authorize you or your agent to debit my/our account on your behalf.

This debit order agreement may be cancelled by giving thirty days written notice in writing but I/we understand that any amounts withdrawn while this agreement was in force is owing.

I/we hereby agree that the party hereby authorized to debit my bank account may not cede or assign any of its rights and that I/we may not cede any of our obligations in terms of this debit order instruction to any third party without prior written consent of the authorized party.

NAME: _____

SIGNATURE: _____

DATE: _____

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PAYMENT SCHEDULE: YEAR ENDING DECEMBER 2017

	SUPERSPAR	SPAR	KWIKSPAR	BUILD IT	TOPS	SAVEMOR
Month 1-1st day	R 15 048.00	R 11 970.00	R 9 006.00	R 8 436.00	R 2 850.00	R 2 850.00
Month 2-1st day	R 15 048.00	R 11 970.00	R 9 006.00	R 8 436.00	R 2 850.00	R 2 850.00
Month 3-1st day	R 15 048.00	R 11 970.00	R 9 006.00	R 8 436.00	R 2 850.00	R 2 850.00
Month 4 & onwards	R7 524.00	R 5 985.00	R 4 503.00	R 4 218.00	R 1 425.00	R 1 425.00

- Thereafter as per agreement.
- Fees are payable monthly in advance.
- Fees in table include VAT.

ADDITIONAL INFORMATION REQUIRED:

COMPANY VAT NUMBER: _____

COMPANY REGISTRATION NUMBER: _____

COMMENCEMENT DATE: _____

CONTACT DETAILS FOR ACCOUNTS DEPARTMENT:

NAME: _____

E-MAIL:_____

TEL: _____

CONTACT DETAILS FOR PERSON WHO CAN BE CONTACTED FOR TRAINING:

NAME: _____

E-MAIL:_____

TEL: _____

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Company Name: _____

Friendly Name: _____

Master Company: _____

(Only if part of a group)

Store Type:

☐ Superspar		☐ Spar		☐ Kwikspar	
☐ Tops		☐ Savemore		☐ Other	

DC Region:

☐ South Rand		☐ North Rand		☐ Lowveld	
☐ KZN		☐ Western Cape		☐ Eastern Cape	

24 Hour Trading : ☐ Yes   ☐ No

Store Size: _____ sqm

Directors: _____

_____

_____

Postal Address: _____

_____

_____

Year End Month: _____

Fully completed contracts can be faxed or e-mailed to Christiaan Smit:

E-mail: christiaans@intelliacc.com

Fax: 086 680 4635