
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): March 31, 2017

NET 1 UEPS TECHNOLOGIES, INC.

(Exact name of registrant as specified in its charter)

Florida
(State or other jurisdiction
of incorporation)

000-31203
(Commission
File Number)

98-0171860
(IRS Employer
Identification No.)

**President Place, 4th Floor, Cnr. Jan Smuts Avenue and Bolton Road
Rosebank, Johannesburg, South Africa**
(Address of principal executive offices) (ZIP Code)

Registrant's telephone number, including area code: **011-27-11-343-2000**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- [] Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - [] Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a -12)
 - [] Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d -2(b))
 - [] Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e -4(c))
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Item 1.01 Entry into a Material Definitive Agreement.

On March 31, 2017, Cash Paymaster Services (Pty) Ltd, a subsidiary of Net 1 UEPS Technologies, Inc. ("CPS") and the South African Social Security Agency ("SASSA") entered into an Addendum to the Contract for the Payment of Social Grants, together with a related Service Level Agreement (collectively, the "Addendum"). The Addendum extends the existing contract for a period of 12 months to March 31, 2018, under the current contract's terms and conditions, and also includes the specific terms as ordered by the Constitutional Court of South Africa in its March 17, 2017, ruling.

The foregoing description of the Addendum does not purport to be complete and is qualified in its entirety by reference to the full text of the Addendum, which is attached hereto as Exhibit 10.59 and incorporated herein by reference.

Item 7.01. Regulation FD Disclosure.

On March 31, 2017, Net1 issued a press release announcing the execution of the addendum to the SASSA contract as described in Item 1.01 above. A copy of Net1's press release is attached as Exhibit 99.1.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit

No. Description

[10.59](#) [Addendum dated March 31, 2017, to the Contract and related Service Level Agreement for the Payment of Social Grants dated February 3, 2012 between CPS and SASSA.](#)

[99.1](#) [Press Release, dated March 31, 2017, issued by Net1](#)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

NET 1 UEPS TECHNOLOGIES, INC.

Date: March 31, 2017

By: Herman G. Kotzé
Name: Herman G. Kotzé
Title: Chief Financial Officer



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ADDENDUM

BETWEEN

SOUTH AFRICAN SOCIAL SECURITY AGENCY

(An Agency established in terms of section 2 of the South African Social Security Agency Act, 2004 [Act No. 9 of 2004]. Represented herein by **Thokozani Magwaza**, in his capacity as the **Chief Executive Officer**, and being duly authorised thereto.)

(Hereinafter referred to as the "SASSA")

and

CASH PAYMASTER SERVICES (PTY) LTD

(A company with limited liability, and incorporated in terms of at the company laws of the Republic of South Africa with registration number being Reg. No. 1971/007195/07 Represented herein by **Serge Belamant**, in his capacity as **Chief Executive Officer** and being duly authorized thereto)

(Hereinafter referred to as the "CONTRACTOR")

(Herein jointly referred to as the "Parties")

ADDENDUM TO THE CPS/SASSA
CONTRACT

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1 **PREAMBLE**

1.1 **WHEREAS** the Parties have entered into a Contract and a Service Level Agreement on 3 February 2012 to provide the payment of social grants services as clearly detailed in the SLA for a period of 5 (five) years, commencing from 01 April 2012 and terminating on 31 March 2017 ("**the Contract**").

1.2 **AND WHEREAS** the Contract was declared constitutionally invalid by the Constitutional Court ("**the Court**") in what has become known as the Allpay 1 and Allpay 2 matters depicting the merits and remedies judgements respectively, with the order of invalidity being suspended and the Court retaining a supervisory role over the matter.

AND WHEREAS the Court subsequently discharged its supervisory role pursuant to SASSA having filed a report on 5 November 2015 wherein SASSA, stating that it would not award a new contract, intended to take over the payment function of social grants from 1 April 2017.

1.3 **AND WHEREAS** it has become apparent that SASSA will not be in a position to take over the payment of social grants function from the Contractor on 1 April 2017, and would still seek further assistance from the Contractor to ensure that grant beneficiaries would continue receiving social grants.

1.4 **AND WHEREAS** the Court declared in its judgement handed down on 17 March 2017 ("**the Order**"), that SASSA and the Contractor are under a constitutional obligation to ensure payment of social grants to grant beneficiaries from 1 April 2017 until an entity other than the Contractor is able to do so and that a failure to do so will infringe upon the rights of grant beneficiaries of access to social assistance under section 27(1)(c) of the Constitution.

1.5 **AND WHEREAS** the Court has suspended the declaration of invalidity of the Contract for a further 12-month period from 1 April 2017 and directed SASSA and the Contractor to ensure payment of social grants to grant beneficiaries from 1 April 2017, for a period of 12 months, on the same terms and conditions as those in the Contract, subject to further conditions set out in the Order of the Court, which terms are aimed at ensuring accountability, transparency and protection of the beneficiaries' personal information.

1.6 **AND WHEREAS** the Parties wish to record extension of the Contract by means of this Addendum.

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NOW THEREFORE the Parties hereby agree to amend the Contract as follows:

2. ADDENDUM TO THE CONTRACT

- 2.1 This document ("**the/this Addendum**") constitutes an addendum to the Contract, effective 1 April 2017.
- 2.2 All the definitions and/or provisions of the Contract shall continue to subsist as they are and defined terms apply to terms used in this Addendum. The Firm Price will be amended during the subsistence of this Addendum and with effect from 1 April 2017, in accordance with clause 6.2 of the Order and subject to compliance thereof, should CPS choose to file a motivation for an increase.
- 2.3 In the event of any conflict or inconsistency between the terms of this Addendum and those contained in the Contract, the terms of this Addendum will prevail.

3. AMENDMENTS AND ADDITIONS TO THE CONTRACT

- 3.1 It is hereby agreed that the Contract shall endure for a further period of 12 months commencing from the 1st April 2017 to 31 March 2018.
- 3.3 Clause 11 of the Contract (titled Intellectual Property) is hereby amended by insertion of the following clause 10.3, 10.4 and 10.5 after clause 10.2 thereof:

"10.3 *The Contractor:*

*10.3.1 shall keep Beneficiary data received from SASSA or otherwise collected from Beneficiaries in compliance of the Contract ("**Data**"), private and may not use such Data for any purpose other than payment of the grants or any other purpose sanctioned by the Minister in terms of section 20(3) and (4) of the Social Assistance Act, 2004 (Act 13 of 2004);*

10.3.2 shall not invite Beneficiaries to "opt-in" to the sharing by the Contractor of confidential information for the marketing of goods and services; and

10.3.3 shall procure an undertaking from Grindrod Bank that it shall not invite Beneficiaries to "opt-in" to the sharing by Grindrod Bank of Beneficiaries' information for the marketing of goods and services when opening SASSA Card linked accounts for Beneficiaries.

A handwritten signature in black ink, consisting of several overlapping loops and strokes, located in the bottom right corner of the page.



10.4 The Parties undertake to comply, at all times, with the provisions of section 16 (including all relevant provisions) of the South African Social Security Agency Act, 2004 (Act 9 of 2004) and section 69 (including all relevant provisions) of the Protection of Personal Information Act, 2013 (Act 4 of 2013), whenever dealing with Data."

4. The Parties agree to respect the right of the Beneficiaries to have their personal information handled and utilized in accordance with the conditions for the lawful processing of personal information as required by the Protection of Personal Information Act, 2013 (Act 4 of 2013).
5. All Data shall be returned by CPS to SASSA upon expiry of the Contract, save such data as CPS is required by law to retain.
6. This Addendum, read with the Contract constitutes the entire agreement between the Parties
7. Neither Party relies, in entering into this Addendum, upon any warranties, representations, disclosures or expressions of opinion, which have not been incorporated into this Addendum as warranties or undertakings.
8. No variation or consensual cancellation of this Addendum or of any clause herein shall be of any force or effect unless reduced to writing and signed by both Parties.

SIGNED AT Cape Town ON THIS THE 31st DAY OF March 2017.

AS WITNESSES:

1. _____

2. _____



For and on behalf of: **SASSA**

(duly authorised)

ADDENDUM TO THE CPS/SASSA
CONTRACT



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SIGNED AT GUILFORD ON THIS THE 31st DAY OF March 2017.

AS WITNESSES

1. 

2. 

 31/3/2017

For and on behalf of: **CONTRACTOR**
(duly authorised)



Net1's CPS signs addendum with SASSA for provision of services for a further 12 months

Johannesburg, March 31, 2017 – Net 1 UEPS Technologies, Inc. (“Net1” or the “Company”) (NasdaqGS: UEPS; JSE: NT1) today announced that its South African subsidiary, Cash Paymaster Services (Pty) Ltd (“CPS”), has signed an addendum to its contract with the South African Social Security Agency (“SASSA”).

The addendum extends the existing contract for a period of 12 months to March 31, 2018, under the current contract’s terms and conditions, and also includes the specific terms as ordered by the Constitutional Court of South Africa in its March 17, 2017, ruling.

The Company confirms that payment of the April grants to 10.5 million grant recipients is on track and affirms its commitment to uninterrupted service delivery.

About Net1 (www.net1.com)

Net1 is a leading provider of alternative payment systems that leverage its Universal Electronic Payment System (“UEPS”) or utilize its proprietary mobile technologies. The Company operates market-leading payment processors in South Africa and the Republic of Korea. Through Transact24, Net1 offers debit, credit and prepaid processing and issuing services for Visa, MasterCard and ChinaUnionPay in China and other territories across Asia-Pacific, Europe and Africa, and the United States. Through Masterpayment, Net1 provides payment processing and enables working capital financing in Europe.

UEPS permits the Company to facilitate biometrically secure, real-time electronic transaction processing to unbanked and under-banked populations of developing economies around the world in an online or offline environment. Net1’s UEPS/EMV solution is interoperable with global EMV standards that seamlessly enable access to all the UEPS functionality in a traditional EMV environment. In addition to payments, UEPS can be used for banking, healthcare management, payroll, remittances, voting and identification.

Net1’s mobile technologies include its proprietary mobile payments solution - MVC, which offers secure mobile-based payments, as well as mobile banking and prepaid value-added services in developed and emerging countries.

Net1 has a primary listing on the NASDAQ and a secondary listing on the Johannesburg Stock Exchange.

Forward-Looking Statements

This announcement contains forward-looking statements regarding the Company's grant distribution business that involve known and unknown risks and uncertainties. A discussion of various factors that may affect these arrangements or cause our actual results, levels of activity, performance or achievements to differ materially from those expressed in such forward-looking statements are included in our filings with the Securities and Exchange Commission. We undertake no obligation to revise any of these statements to reflect future events.

Investor Relations Contact:

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