

These terms and conditions form the contract between TELECEL Zimbabwe Pvt Limited of No 148 Seke Road Graniteside Harare (hereinafter **Telecel**, which is keen of appointing as its Agent to provide mobile Money transfer and payment services facility (TeleCash) offered by Telecel Zimbabwe as part of its mobile phone services and products within Zimbabwe on a non-exclusive basis;

WHILE Bank is a registered commercial bank which has been appointed by Telecel to provide banking services, procure regulatory approvals, maintain regulatory oversight over compliance of the transactions entered into by Subscribers herein with the RBZ requirements and oversee the appointment and supervision of agents related to the operation of the Mobile Money Transfer And Payment Service;

AND the AGENT is agreeable to the provision of such agency services to Telecel with supervision by Bank;

1 DEFINITIONS:

- 1.1 **Agent** means a corporate / company / organization or body appointed by Telecel to act on behalf of Telecel in providing the TELECASH service to the customer or end user.
- 1.2 **Agent's Initial Payment** means the cash payment that the Agent will make into the Telecel Trust account in exchange for e-money float.
- 1.3 **Agent float** means the total amount of e-money that an Agent has in their mobile money account on the TeleCash Transfer and Payment System.
- 1.4 **Agreement** means these Conditions of Use which form a legally binding agreement between Telecel and the Agent together with the Agent Application form.
- 1.5 **Application form** means the application form issued by Telecel for Agency application.
- 1.6 **Call centre** means the Telecel customer call centre.
- 1.7 **Cash-In** means a cash payment done by a user to fund their TELECASH account by visiting an Agent and making a deposit for the purchase of e-money from the Agent to be credited to the customer's e-cash account.
- 1.8 **Cash-Out** means physical cash withdrawal by the user from their TELECASH account by visiting an Agent to redeem e-money for physical cash.
- 1.9 **Contract period** means the period this agreement shall be in operation for as specified in clause 2.
- 1.10 **Customer** means every person in whose name and TeleCash account is registered in connection with the use of TeleCash services.
- 1.11 **E-money** means the electronic money issued by TeleCash and representing an entitlement to an equivalent amount of cash held by TeleCash in respect of the purchase of such electronic value.
- 1.12 **TeleCash Procedure Manual** means the TeleCash instruction booklet or guidebook that contains information and instructions about TeleCash.
- 1.13 **TeleCash Services** means the mobile money transfer and payment services that Telecel is offering.
- 1.14 **TeleCash Transfer and Payment system** means the TeleCash mobile money system on which the Mobile Money Transactions are done.
- 1.15 **Float Liquidity** means the ability of the Agent to offer TeleCash services. This is determined by how much the Agent has deposited into the Telecel Trust Account.
- 1.16 **PIN** means the Personal Identification Number chosen by the Agent.
- 1.17 **Outlet** means a store that sells goods or services to the public.
- 1.18 **Start PIN** means the 4 digit PIN allocated to You that you must use to activate Your account and which you have to change to Your own pin which you will always remember. You will always use when making money transfers through your cell phone.
- 1.19 **Transaction fees** mean the charges payable by the customer for use of the TeleCash services.
- 1.20 **Trust Account** means the account that Telecel holds for the TeleCash Agents to make deposits in exchange for e-money.

NOW THEREFORE IN CONSIDERATION OF THE AFOREGOING THE PARTIES HAVE AGREED AS FOLLOWS:

2 SCOPE OF AGENCY

Telecel hereby appoints and retains the Agent, on a non-exclusive basis, to perform functions, services and such other acts as the Agent is specifically required to do pursuant to the terms of this agreement. The Agent agrees to perform its duties under the supervision of Telecel and Bank within Zimbabwe commencing20...., subject to termination by the Parties.

3. AGENT'S RIGHTS AND OBLIGATIONS

- 3.1 The Agent shall forthwith upon execution of this Agreement, if not already done prior to such execution, register with Telecel as a Customer and have an Telecel line to facilitate registration as an Telecel mobile money Agent. The Agent shall market the TeleCash Services offered by Telecel and supervised by Bank, including any other products and services as may be determined by Telecel and its partners, from time to time.
- 3.2 The Agent shall be obliged to furnish financial transaction and float liquidity management reports, and other regulatory reporting requirements prescribed by monetary authorities from time to time.
- 3.3 The Agent undertakes to use its best endeavours to register new customers for the TeleCash Services.



- 3.4 The Agent shall be obliged to register Customers through the Outlets in accordance with the requirements set out by Telecel and the regulatory guidelines stipulated by Bank from time to time, which shall include but not limited to informing customers about the TeleCash Services, providing the Telecel Mobile Money User Registration form to customers, checking the customer's identity document, causing the customer to correctly complete and sign a registration form and entering the customer's name, national identity number, mobile number, physical address and any other information so required for registration on the TeleCash Mobile Money Transfer and Payment system.
- 3.5 The Agent's outlets shall be staffed by appropriately qualified and trained staff members. Should Telecel organise training for Outlet staff, the Agent will ensure that Outlet staff are in attendance. The Agent shall not do or omit to do anything which could reasonably be regarded as inconsistent with this obligation.
- 3.6 The Outlets shall perform cash-in and cash-out transactions for customers and shall maintain appropriate levels of cash and Agent float liquidity in order to meet market demand for these transactions.
- 3.7 The Agent shall not effect any transactions that are over and above the amounts placed in the Trust Account with Bank or where the Agent has insufficient funds to meet the value of transactions and charges applicable thereto.
- 3.8 The Agent shall not display or procure the display of any advertising or promotional material pertaining to the subject matter of this Agreement, without obtaining the prior written approval of Telecel as to the format and content of such material. Telecel will provide start-up promotional material to the agent. However, for additional promotional material, Telecel will provide the templates and the agent will procure these at agent's cost.
- 3.9 The Agent shall actively participate in and promote all TeleCash Services special offers and packages offered by Telecel from time to time.
- 3.10 The Agent shall furnish Bank and/or Telecel with written progress reports detailing the conduct of its activities under this Agreement promptly upon being requested to do so by Bank and or Telecel.
- 3.11 The Agent shall comply, at its own cost and expense, with all laws, licence conditions and the requirements of any legislative body or government, provincial, regional or local authority relating to any of the matters contemplated in this Agreement.
- 3.12 The Agent shall exercise full control over and take full responsibility for its employees, their acts and omissions.
- 3.13 The Agent shall provide all necessary human and other resources required to efficiently sell, supply and/or distribute TeleCash Services and to adequately fulfill its obligations in terms of this Agreement.
- 3.14 The Agent shall comply with manuals and quality charters with regards to offering TeleCash Services as Telecel may publish from time to time.
- 3.15 The Agent shall reconcile all TeleCash Services transactions on a daily basis and keep paper records of all transactions for a period of not less than 5 (five) years.
- 3.16 The Agent shall compile any reports, details, schedules, forecasts; statistics and any other necessary information required for regulatory purposes and these shall be verified and signed by the Proprietor or Director or appointed Manager of the Agency as true and correct in all respects.
- 3.17 The Agent shall ensure that the customer is aware that upon registering, by virtue of inscribing their signature on the registration form, they are agreeable to TeleCash Services terms and conditions and applicable fees, which are subject to review from time to time.
- 3.18 The Agent shall notify every customer and potential customer of any terms, conditions, provisions and any other additional information which Bank and or Telecel may require the Agent to pass on to such customer and/or potential customer from time to time;
- 3.19 The Agent shall not to itself grant any discount or rebate pertaining to any customer nor offer such a discount or rebate without the prior written consent of Telecel even if the Agent is prepared to do so at its own cost,
- 3.20 The Agent shall ensure that at all times, during the contract period, the balance of the float shall not fall below the minimum balance required and in the event that the balance does fall below the minimum balance, the Agent shall immediately effect a payment of a sufficient amount of money to raise its balance to at least the minimum balance.
- 3.21 In facilitating the registration of new customers, the Agent shall:
- I. Ensure that the applicant is a Telecel subscriber with an active SIM card;
 - II. Ensure that the registration forms are completed accurately and signed by the Applicant;
 - III. Ensure that all the Supporting documents submitted are complete;
 - IV. Ensure that details contained in each Registration Form are verified against the Supporting documents;
 - V. Ensure that copies of all Supporting documents are verified against and conform to the originals thereof;
 - VI. Satisfy himself as to the identity of the Applicant; and

- VII. Upon receipt of an applicant's registration form duly completed together with all Supporting documents, subject to the documents being in order, the Agent will request Telecel to open and activate a TeleCash account in the name of the applicant.

- 3.22 Where the Agent is involved in money laundering, terrorist financing or any illegal activities; the Agent shall be liable for any such perpetrated activities. Telecel will not, in any way be party or held liable to such illegal activities.

4. OBLIGATIONS OF TELECEL

Telecel shall:

- 4.1 Supply and make available to the Agent, the registration forms.
- 4.2 Ensure that the Mobile Money Transfer and Payment System operate effectively in accordance with the provisions of the TeleCash Procedures Manual.
- 4.3 Ensure that adequate marketing campaign material is available for use by the Agents.
- 4.4 Have a fully operational Call Centre manned by qualified employees and/or automated systems to assist in the resolution of problems related to the TeleCash Services.
- 4.5 Ensure that the Call Centre is open for query resolution between 08:00hrs and 00:00hrs on Mondays to Sundays, which operating times may be reviewed by Telecel from time-to-time.
- 4.6 Telecel reserves the right to disconnect the Agent from Telecel's network at any time, if it determines, at its sole discretion that the Agent's license is being used unlawfully or for purposes other than in connection with the TeleCash Services or that the Agent is not complying with the terms and conditions of this agreement.
- 4.7 Telecel excludes warranties of all kinds and shall not be liable for any costs, loss, liability or damage whether direct, special or consequential whatsoever and howsoever arising whether from any suspension or termination of this Agreement or otherwise.
- 4.8 Telecel shall have the right at any time during the contract period to inspect the Agent's premises, Outlets and business operations to ensure compliance with the terms of this Agreement.
- 4.9 Telecel reserves the right to vary the terms of this Agreement, the Telecel Agents' Manual and the rates at which the commission is payable at any time and for any reason whatsoever. Variations will be notified by way of letter, advertisement in a daily newspaper, SMS, or on Telecel's website and/ or by using any other suitable means and the Agent shall be deemed to have been notified of any such variations whether or not they have actually come to the Agent's attention. The Telecel Agents' Manual will be provided by Telecel as part of the Agent starter pack.
- 4.10 Telecel will train outlet staff so that they are proficient with TeleCash before they start offering the TeleCash services to the market. Telecel will meet all expenses related to the training venue and training material, while the agent meets all travel and accommodation expenses incurred by their officers when they attend training.

5. BANK'S OBLIGATIONS

- 5.1 Provide supervisory role to ensure that Agents comply with the set regulatory requirements as specified by the Reserve Bank of Zimbabwe ("RBZ") and any other lawful regulatory body.
- 5.2 Monitor acceptable liquidity levels for the agents and ensure compliance with stipulated recommendations from the RBZ, in order to make cash payments as required.
- 5.3 Facilitate inspections of agent(s) premises and operations by the RBZ.
- 5.4 Monitor agents with regard to investigating any suspicious behaviour and/or transactions in terms of governing RBZ regulations.
- 5.5 Ensure that agents maintain proper and adequate records of all financial transactions for inspection by it , Telecel or any other relevant authority.
- 5.6 Ensure that the Agent has adequate float money uploaded to pay out to the recipients at any given time.
- 5.7 Monitor Agents with regard to investigating any suspicious behaviour and/or transactions in terms of governing RBZ regulations on Anti-Money Laundering (AML) and Know Your Customer (KYC).

6. COMMISSION

- 6.1 The commission shall be paid each month; a statement shall be rendered monthly by Telecel to the Agent which statement shall show all income and disbursements.
- 6.2 The commission shall be reviewed by Telecel from time to time at its discretion.

7. INDEPENDENT CONTRACTOR

- 7.1 The Parties acknowledge that, save for the duties and powers of the Agent as stated in clause 3, hereof nothing in this Agreement shall be construed to create a relationship of employment or partnership whatsoever between the Parties, whether for tax or any other purpose.

7.2 Subject to clause 3 hereof neither Party shall have the right to bind the other to any Agreement with a third Party or to incur any obligation or liability on behalf of the other Party.

8. CONFIDENTIALITY

8.1 The Agent shall treat as confidential all information relating to Applicants, Customers, Transactions and Telecel.

8.2 Each Party agrees to keep all information confidential and agrees that it shall not without the prior written consent of the sub-agent, customer or Telecel, divulge information relating to the sub-agent, customer or Telecel; unless required to do so by law enforcement agents upon which Telecel should be consulted.

9. RECORD KEEPING

The Agent shall keep records in line with Telecel requirements. These records shall include:

9.1 The particulars of all transactions undertaken by the Agent; and

9.2 The registration particulars of each applicant. The registers for recording the registration particulars will be provided as part of the Agent starter pack.

10. SECURITY MANAGEMENT

10.1 In the event of loss of the Agent's SIM card, the Agent is required to inform Telecel immediately so that the SIM card is blocked. The Agent can contact the Telecel call centre on 150 or send an e-mail to teleCash@telecel.co.zw. Reporting immediately will prevent unauthorized use. The Agent will be liable for any losses and costs incurred before the disconnection of the SIM card is made by Telecel.

10.2 The Agent is responsible for securing their cash float and the cell phone used for mobile money transaction. Telecel will not be liable for any loss of cash from the Agent's premises.

11. BREACH

11.1 Telecel shall have the right to terminate agency in the event that the Agent:

11.1.1 Commits any act of fraud or theft against customers, Telecel or Bank involving the use of the Telecel mobile money facility; and/or

11.1.2 fails to meet Agent requirements set by Telecel for two consecutive months; and/or

11.1.3 Commits an act that brings Telecel or Bank into disrepute; and/or

11.1.4 Fails to perform any of its obligations in terms of this Agreement.

12. TERMINATION

Telecel may terminate this Agreement immediately in writing to the Agent, subject to the breach of any of the provisions of clause 11 hereof.

13. DISPUTE RESOLUTION

13.1 In the event of any dispute between the parties arising from this Agreement, the parties shall endeavour to resolve it by negotiation between their authorized representatives within seven (7) days of such dispute arising.

13.2 In the event that the parties fail to reach agreement within the aforesaid period of seven (7) days, either party may refer the dispute to arbitration.

13.3 Notwithstanding anything to the contrary contained in this clause neither party shall be precluded from obtaining interim relief from a court of competent jurisdiction including any arbitral tribunal pending the decision of an arbitral tribunal appointed in terms of this clause.

13.4 The arbitration shall be held:

13.4.1 In Harare, Zimbabwe; and

13.4.2 With such legal and other professional representatives as the parties may require; and

13.4.3 In terms of the Arbitration Act (*Chapter 7:15*), as amended from time to time, it being the intention of the parties that the arbitration proceedings shall be held and completed as soon as possible.

13.4.4 The arbitrator shall be, if the matter in dispute is principally:

13.4.4.1 A legal matter, a registered legal practitioner of at least fifteen (15) years' standing;

13.4.4.2 An accounting matter, a practicing chartered accountant of at least fifteen (15) years' standing;

13.4.4.3 Any other matter, an independent person who is an expert in the field in which the dispute has arisen, agreed upon between the parties.

13.5 Should the parties fail to agree whether the dispute is principally a legal, accounting or other matter within seven (7) days after the parties' agreement to refer the dispute to arbitration, the matter shall be deemed to be a legal matter.

13.6 Should the parties fail to agree on an arbitrator within seven (7) days after the matter was referred to arbitration in terms of clause 13.5 hereof, the arbitrator shall be appointed at the request of either party to the dispute by the Executive Secretary of the Law Society.

13.7 The decision of the arbitrator shall be final and binding on the parties and may be made an order of the court at the instance of either of the parties.

13.8 The provisions of this clause:

13.8.1 Constitute an irrevocable consent by the parties to any proceedings in terms of this clause and neither party shall be entitled to withdraw therefrom or to claim in any such proceedings that it is not bound by such provisions.

13.8.2 Is severable from the Agreement and shall remain in effect despite the termination of or invalidity for any reason of this or any part of Contract.

14. MUTUAL CO-OPERATION

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

15. ENTIRE AGREEMENT

This Agreement, together with the schedules hereto, constitutes the entire agreement between the Agent and Telecel with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth herein and therein. This Agreement supersedes all prior negotiations, agreements, and undertakings between the parties with respect to such matter.

16. AMENDMENT

This Agreement, including its schedules may be amended by Telecel by way of bulletin, and notices. The Agent acknowledges that such bulletin or notices shall be binding and shall have full legal force as if they were contained in this Agreement.

17. ASSIGNMENT

This Agreement may not be assigned by either party, by operation of law or otherwise, without the prior written consent of the other party.

18. HEADINGS

Headings in this Agreement are for reference purposes only and shall not effect the interpretation or meaning of this Agreement

19. NOTICES

Except as otherwise specified in the Agreement, all notices, requests, approvals, consents and other communications required or permitted under this Agreement shall be in writing and shall be personally delivered or sent by mail, registered or certified, return receipt requested, postage pre-paid, courier service to the address to the address specified above. Notices shall be deemed given on the day actually received by the party to whom the notice is addressed.

20. WAIVER

No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the party waiving its rights.

21. SEVERABILITY

Any provision of this Agreement held by a court of competent jurisdiction to be contrary to any law shall be severed from the agreement, but such severance shall not render the remaining provisions of this agreement ineffective. The remaining provisions of this Agreement will remain in full force and effect.

22. NO THIRD PARTY BENEFICIARIES

Each party intends that this Agreement shall not benefit, or create any enforceable right or cause of action in or on behalf of, any person or entity other than the Telecel and the Agent.

23. FORCE MAJEURE

23.1 Notwithstanding any provision contained in this Agreement, neither Party shall be liable to the other Party for any delay or failure to perform its obligations under the Agreement as a result of revolution or other civil disorders; belligerent aggression by an enemy or war; strikes; lack of available resources from persons other than parties to this Agreement; labour disputes; electrical equipment or system availability delay or failure; fire; floods; acts of God; government or regulatory intervention; or, without limiting the foregoing, any other causes not within its control, and which by the exercise of reasonable diligence it is unable to prevent, whether of the class of causes hereinbefore enumerated or not.

23.2 Upon the occurrence of any Force Majeure event, the affected party will promptly give written notice to the other party and will use commercially reasonable efforts to minimize the impact of such Force Majeure event.

24. GENERAL

24.1 The parties shall comply with all legal requirements applicable to their role in effecting Transactions.

24.2 Legal or regulatory requirements may require Telecel to obtain and report certain information about the operation of the Agent. In order to comply with any such legal or regulatory requirements, Telecel may at any time submit such information as it may have in its possession to the legal or regulatory authority. The Agent shall assist Telecel in complying with any such legal or regulatory requirements and shall deliver promptly any information that Telecel reasonably requests for the purposes of complying with such legal or regulatory requirements.

24.3 None of the Parties shall at any time publish or cause to be published orally or in writing to any other person whatsoever (including to the public or any section of the public) any information concerning this Agreement or any other information of any nature whatsoever concerning either Party or any other matter regarding the internal affairs of either Party, whether such information or matter is stated to be confidential or not, without the express written permission of the other Party. This covenant is given by the Agent and Telecel on their own behalf and the parties also undertake to ensure that they will take all reasonable steps to enforce obligations in like form against its directors and personnel.

24.4 Each of the Parties shall, at its expense, obtain and renew, in accordance with any law or regulations for the time being in force, all permits, licences and authorisations required for the performance of its obligations under this Agreement.

24.5 Where the Agent integrates its Point of Sale terminal with the TELECASH System, Telecel may, at its expense, conduct by itself, or commission a third party to conduct, a systems audit to test the system integrity of the Agent.

25. GOVERNING LAW AND JURISDICTION

The validity, construction and interpretation of this Agreement and the rights and duties shall be governed by the laws of Zimbabwe and the parties submit to the jurisdiction of any competent court thereof.

17. APPLICABLE LAW

This Agreement shall be governed by the laws of Zimbabwe.

18. DOMICILIUM CITANDI ET EXECUTANDI

The Parties choose as their *domiciliacitandi et executandi* for all purposes under this Agreement the following addresses

18.1 Telecel Zimbabwe
No. 148 Seke Rd
Graniteside
Harare

18.2 Bank Limited

18.3 The Agent

THUS DONE AND SIGNED ATON THIS DAY OF.....
.....2013 IN THE PRESENCE OF THE UNDERSIGNED WITNESSES
AS WITNESSES

1.....
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FOR AND ON BEHALF OF THE AGENT

THUS DONE AND SIGNED AT ON THIS DAY OF.....
.....2013 IN THE PRESENCE OF THE UNDERSIGNED WITNESSES
AS WITNESSES

1.....
2

FOR AND ON BEHALF OF TELECEL ZIMBABWE (PRIVATE) LIMITED

THUS DONE AND SIGNED AT..... ON THIS DAY OF.....
.....2013 IN THE PRESENCE OF THE UNDERSIGNED WITNESSES.
AS WITNESSES

1.....
2

FOR AND ON BEHALF OF BANK LIMITED

SUPPORTING DOCUMENTS

All applicants must submit the documents enlisted below:

- I. Duly signed out Telecel Agent Application form
- II. Certified copy of Certificate of Incorporation
- III. Certified copy of CR14
- IV. Certified copy of Tax Clearance
- V. Valid passport photo of the Directors
- VI. Certified copies of National Identity Documents
- VII. Physical address of one permanent outlet
- VIII. Start-up minimum amount as stipulated in the offer letter.
- IX. Valid Trading license