

### **Sub Agent General Terms and Conditions**

The **Aggregator** is participating in the **MyZaka Mobile Money Service** as an **Aggregator** in respect of which **Aggregator** will be permitted to recruit it's [SSMES, TOUCH POINT OPERATORS] as its **Sub-Agent** subject to **Mascom's** approval

The Sub-Agent wishes to act as a Sub-Agent for the Aggregator in accordance with the terms hereinafter appearing with respect to the **MyZaka Mascom Mobile Money Service**.

**"Agreement"** means these terms and conditions as agreed between the **Aggregator** and Sub-Agent for the participation by the Sub-Agent in providing the **MyZaka Mascom Mobile Money Transfer Services** and includes all Schedules hereto.

**"Agreement Period"** Shall mean the initial period of one (1) year from the effective date.

**"Cash Float"** means the cash provided by the Sub-Agent at each Outlet for the provision of the **MyZaka Mascom Mobile Money Service**.

**"Confidential Information"** means all secret information and date, whether or not in material form, whatsoever and whosoever derived or acquired relating to **MyZaka** and the provision of the **MyZaka Mascom Mobile Money Service** and all other confidential or secret information disclosed by or on behalf of either party to the other including the terms of this agreement.

**"Customer"** means a retail user or consumer of the **MyZaka Mascom Mobile Money Transfer Services**.

**"Equipment"** means all the equipment provided to the **Aggregator** by **Mascom** and shall include without limitation the customised SIM and, where applicable, GSM handset and related accessories, which may include point of sale branding material, **MyZaka Manual** and instructions for the provision of the **MyZaka Mascom Mobile Money Transfer Services**.

**"ID Document"** means a person's valid and original Identity Card, Alien Certificate, Military identity Card or Passport.

**"MyZaka"** means the proprietary mobile money transfer solution which is marketed and managed in the Republic of Botswana by **Mascom**.

**"MyZaka Account"** means an account maintained by **Mascom** within the **My Zaka Solution** in the name that **MyZaka Subscriber** in which all cash sums represented electronically are held;

**"MyZaka Float (s)"** means the sum of E-Value held by the Aggregator or Sub-Agent for the provision of the **MyZaka Mascom Mobile Money Transfer Services** from each Outlet.

**"Outlet(s)"** means the physical address (es) of each place of business from which the Sub-Agent is authorised to provide the

**MyZaka Mascom Mobile Money Transfer Services** to Customers, as set out in schedule five.

**"Pin"** means each **MyZaka personal** identification number associated with the operation of a **My Zaka Float** by each **MyZaka Operator**.

**"Sim"** means the specially customised subscriber Identity module through which a connection is provided to the **Aggregator** and/or Sub-Agent to facilitate the **MyZaka Mascom Mobile Money Transfer Services**.

**"SMS"** means short messaging services.

**"Trademarks and Trade names"** means the **MyZaka name and logo**, which may only be used by the **Aggregator** and or Sub-Agent in accordance with the terms of this Agreement.

**"Transaction Limits"** means the limits placed on the Transactions that may be effected by Sub-Agents from specific Outlets as specified in Schedule one and as further described in the **MyZaka Manual**.

**"Transactions"** means (as the context requires in respect of the **MyZaka Mascom Mobile Money Transfer Services**) (i) Receiving) cash payments in respect of the purchase of E-Value (ii) crediting Customers' **MyZaka Accounts** in accordance with SMS instructions and (iii) registering new Customers.

### **APPOINTMENT OF SUB-AGENT**

The **Aggregator** hereby appoints the Sub-Agent, and the Sub-Agent accepts such appointment, to offer the **MyZaka Mascom Mobile Money Transfer Services** to Customers as the Sub-Agent of the Aggregator on a non – exclusive basis for the duration of this Agreement on the terms set out in this Agreement.

The **Sub – agent's** authority to act as Sub-Agent for the **Aggregator** in providing the **MyZaka Mascom Mobile Money Transfer Services** is strictly limited to the performance of the tasks set out in these terms and conditions and shall not extend to any other matter or thing. The Sub-Agent shall not hold itself out as a Sub-Agent or representative of the **Aggregator** or **Mascom**, and shall have no authority or power to bind the **Aggregator** except as expressly authorised by these terms and conditions. For the avoidance of doubt, the Sub-Agent shall have no authority or power to bind **Mascom**.

The Sub-Agent shall comply with all applicable laws, rules and regulations and statutory requirements existing in Botswana from time to time, including all applicable anti – money laundering ("AML") requirements.

### **OBLIGATIONS AND RIGHTS OF THE SUB-AGENT**

The Sub-Agent's entitlement to remain appointed by the **Aggregator** as its Sub-Agent is subject to the Sub-Agent complying in all respects and at all times with its obligations as set out in this Agreement and any and all AML policies and procedures notified to it by the **Aggregator**.

- Offer the **MyZaka Mascom Mobile Money Transfer Services** to Customers on a non-exclusive basis for the duration of this Agreement;
- Use its best endeavours to register Customers for the **MyZaka Mascom Mobile Money Transfer Services**.
- Receive cash payments from Customers into the Cash Float in exchange for credits to Customer's **MyZaka Accounts** with a corresponding debit to the **MyZaka Float**.
- Upon appointment, the Sub-Agent will have access to Mobile Money Platform through the USSD menu and shall access the said Platform through their individual Code.
- The Sub-Agent will be given Access Code to the **MyZaka Platform** and enabled to initiate Transactions.
- The Sub-Agent shall not initiate any Transactions other than the purposes of effecting a bona fide transfer of value from a Customer via the **MyZaka Mascom Mobile Money Transfer Services**
- The Sub-Agent shall not carry out any Transaction with any Customer without receiving and checking with reasonable diligence, the required customer Identification material, as outlined in the **MyZaka Manual**. The Sub-Agent shall decline any application if the Sub-Agent and/or **Aggregator** are not satisfied with proof of the Customer's identity.
- The Sub-Agent shall take full account of any AML related notifications given by the **Aggregator** – including any block on dealings which the **Aggregator** advises should be implemented in order to secure compliance with the law.
- The Sub-Agent shall only provide the **MyZaka Mascom Mobile Money Transfer Services** using the tariffs as set out in Schedule One, as may be varied by revised tariffs notified to the Sub-Agent from time to time.
- The Sub-Agent shall only provide the **MyZaka Mascom Mobile Money Transfer Services** at the agreed Outlets within any Transaction Limits placed on such Outlets.
- The Sub-Agent shall not be entitled to cede or assign any rights granted under this Agreement to any other person.
- The Sub-Agent shall not be entitled to appoint sub – dealers for the provision of the Programme.

- The Sub-Agent agrees to hold in confidence this Agreement and all information, documentation, data and know – how disclosed to it by the **Aggregator** and shall not disclose to any third party or use Confidential Information other than in connection with the performance of this Agreement or any part thereof without the written approval of either the **Aggregator** or **Mascom** as the case may be.
- The Sub-Agent shall comply with the terms of the Schedules to this Agreement as may be updated from time to time.

#### **OBLIGATIONS AND RIGHTS OF THE AGGREGATOR**

- The **Aggregator** will comply in all respects and at all times with its obligations as set out in this Agreement and the general provisions of the **MyZaka Manual**.

The Sub-Agent acknowledges that;

- The **Aggregator**, or a person acting on its behalf, shall have the right to audit the Sub-Agent's activities for AML purposes.
- The **Aggregator**, a person acting its behalf, shall have the right at any time during the Agreement period to inspect the Sub-Agents business operations and its Outlets or to ensure compliance with the terms of this Agreement.
- The **Aggregator** shall notify the Sub-Agent of the applicable amount from time to time.
- The **Aggregator** shall agree with the Sub-Agent what percentage of the commissions earned may be retained by the Sub-Agent and arrangements (including timing) for passing on the commissions.
- The **Aggregator** shall maintain a sufficient balance in the Aggregators **MyZaka Account** to ensure that all transfer Transactions initiated with the Sub-Agent can be honoured.

#### **CONFIDENTIALITY**

The obligations of confidentiality contained in Schedule Two shall survive the termination of this Agreement and shall continue for a period of **Five(5) Years** from the date of termination of this Agreement.

#### **FLOAT PROVISION**

The **MyZaka Float** shall at all times during the Agreement Period be the property of the Sub-Agent and shall vary in accordance with the Transactions effected by the Sub-Agent.

#### **MYZAKA OPERATOR REGISTRATION**

The Sub-Agent shall appoint a primary **My Zaka dealer** within each Outlet, who will be responsible for administering the Outlet's **My Zaka Float**. The Sub-Agent shall register each **MyZaka**

**operator** (once they have completed AML training) and issue such **MyZaka operator** with an assistant ID, so that the person effecting the Transactions can be identified and accorded. The **MyZaka operator** can then perform the **MyZaka Transactions** on behalf of the Sub-Agent using any phone associated with that Outlet's **MyZaka Float**. The information needed to register a **MyZaka operator** shall be:-

Operators Name  
The number of the operators ID Document  
Operators Address  
Corporate Account Handler form

The **Aggregator** and the Sub-Agent shall be bound by and be responsible for all actions taken by each **MyZaka operator** on its behalf. All actions taken by **MyZaka operator** shall be deemed to be actions taken by the Sub-Agent and the **Aggregator**.

#### **RECORD KEEPING**

The Sub-Agent shall keep proper records in relation to the provision of the **MyZaka Mascom Mobile Money Service**, and shall ensure that the registration particulars of each Customer on the Log Book are promptly sent to the **Aggregator** upon request.

Upon effecting a Transaction the Sub-Agent shall get an SMS confirmation of the Transaction to be effected, and only upon receipt of such SMS confirmation will the Sub-Agent complete the Transaction.

#### **FRAUD MANAGEMENT**

In the event of any loss or theft of any Equipment by the Sub-Agent or its staff, then an immediate return report of such loss or theft must be forwarded to the **Aggregator** by the Sub-Agent, in order that the **Aggregator** can report to **Mascom** enabling **Mascom** to freeze or immobilise the effective use of the same.

The Sub-Agent will be responsible for the safe keeping and proper use of the Equipment by its staff. Each **MyZaka operator** of the Sub-Agent will be issued with a PIN for use when effecting Transactions using the Equipment in accordance with the terms of this Agreement and **MyZaka Manual**. The Sub-Agent shall inform each **MyZaka operator** that the PIN must be kept secret. The Sub-Agent shall be responsible for all Transactions undertaken using each PIN. The Sub-Agent shall indemnify and keep the **Aggregator** indemnified at all times against any and all costs, expenses, actions, claims, demand and damages

howsoever and whenever arising as a result of the wrongful use of the Equipment provided to the Sub-Agent (or the PIN).

The Sub-Agent shall not use the Equipment to commit any offense(s) against Botswana Law. In the event of any breach of the law, the Sub-Agent may face prosecution or other legal proceedings at its sole risk as to costs and damages.

The Sub-Agent shall, for its own protection, keep confidential all personal identification or security numbers used with the Equipment for the provision of the **MyZaka Mascom Mobile Money Service** and ensure that they are not disclosed to anyone other than to **MyZaka operators**.

The Sub-Agent acknowledges that the access and use of the **MyZaka Web Page** via the Web Interface by **MyZaka operators** is subject to the policies and guidelines of acceptable information technology usage as may be published in the **MyZaka Manual**.

#### **BRANDING AND PROMOTIONAL MATERIALS & INTELLECTUAL PROPERTY RIGHTS**

The Sub-Agent shall prominently display the materials supplied by **Mascom**. The Sub-Agent shall not use any other branding or advertising Materials with the programme or the Service except for the Materials. The Sub-Agent shall strictly comply with, all instructions given to it by, or on behalf of, **Mascom** in respect of the materials and their use.

The Sub-Agent shall not use, and procure that other authorised users do not use, (i) the Trade Mark and Trade Names, or (ii) any other Trade Marks and copy write works or other Materials in which **Mascom** or its group companies own any intellectual property rights, except as part of the Materials. The Sub-Agent shall not modify the Materials in any manner whatsoever.

The Sub-Agent shall not use any Trade Marks that are confusingly similar to (i) the Trade Mark and Trade Names, (ii) or any other Trade Marks, copyrights works or other Material in which **Mascom** or its group companies own any intellectual property rights.

The Sub-Agent shall not display anything that bears the branding, or that refers to, any competitors of **Mascom** or its affiliates in any location where the **MyZaka Mobile Money Services** is made available.

#### **TERMINATION**

This Agreement may be terminated as follows;

- by either Party giving not less than **thirty(30) days** prior notice of termination;
- immediately upon the termination or expiry of the **Aggregator** Agreement

immediately by the **Aggregator**:

- If the Sub-Agent acts in a manner that is inappropriate;
- If the Sub-Agent is in breach of this Agreement, or any applicable law or regulations; and/or
- Following express instruction from **Mascom** in circumstances where the Sub-Agent is guilty of inappropriate conduct or for any other reason that, in the sole discretion of **Mascom** warrants termination.

in the event of such termination or of natural expiry of the Agreement of the following conditions shall apply;

- The Sub-Agent shall no longer hold itself out as being a Sub-Agent of the **Aggregator** for the supply of **MyZaka Mobile Money Services** and shall immediately cease providing **MyZaka Mascom Mobile Money Service**.
- The Sub-Agent shall cease forthwith to use the Equipment, the Trade Names and trademarks.
- The Sub-Agent shall immediately return the Equipment to the **Aggregator** in good working order subject to allowable fair

wear and tear, in order that the **Aggregator** can return the Equipment to **Mascom**.

Subject to any right of set off in respect of any claims against the Sub-Agent, the Sub-Agent will be entitled to receive any commissions earned as at the date of termination and shall not be entitled to claim for any other costs, expenses whatsoever arising directly or indirectly from any loss of business.

Upon termination of this Agreement for any reason the Sub-Agent shall have no claim against the **Aggregator** or **Mascom** for compensation for loss of distribution or other rights, loss of goodwill or any similar loss.

Subject to any provision to the contrary, the termination of this Agreement howsoever caused shall be without prejudice to the continuation of any provision which expressly or by implication comes into operation or continues in force after the date of termination and shall be without prejudice to any rights and liabilities of the parties which may have already occurred prior the date of termination.