



## MTN RWANDACELL PLC

### AGENT TERMS AND CONDITIONS

#### 1. APPOINTMENT AND ACCEPTANCE OF TERMS AND CONDITIONS

MTN Rwandacell Plc (hereinafter referred to as "MTN") through the Franchisee hereby appoints the Agent to market, promote and facilitate distribution of MTN Rwandacell Plc's services, products including Mobile Money products and services ("the Services"), in the Republic of Rwanda and the Agent accepts such an appoint on the terms and conditions set out below.

These are the Terms and Conditions upon which the Agent shall market, promote and facilitate the sale of MTN Services within the Republic of Rwanda, the acceptance of which constitutes a binding contract ("the Agreement") on the Agent. By signing the 'Acceptance of Terms and Conditions' document attached hereto, the Agent agrees to abide by these Terms and Conditions.

#### 2. DEFINITIONS

**"Agreement"** means these terms and conditions and all appendices hereto.

**"Business Day"** means any weekday other than Saturdays, Sundays or public holidays.

**"Competing Third Party"** means any third party that provides any electronic communications products and services and/or mobile financial services and products within the Republic of Rwanda.

**"Customer"** means a duly registered MTN subscriber who accesses the MTN Network through use of a SIM Card and to whom MTN provides its Services for monetary compensation.

**"KYC" or "Know Your Customer"** means procedures to identify a customer including requesting and keeping customer's documents indicating their Names, ID/Passport and location to facilitate name verification and reporting.

**"Agent"** means an individual or entity registered and approved by MTN to sell MTN Services and carry out duties as assigned by MTN and/or the Franchisee in whose sales region the Agent operates.

**"Agent Store/s"** means the outlet or outlets (where applicable) of the Agent situated at any place throughout the Republic of Rwanda from which the Agent sells MTN Products and Services to the public.

**"Effective Date"** means the date on which these Terms and Conditions are signed by the Agent.

**"ERS"** means the Electronic Recharging System.

**"MTN Tariffs"** means:

- (i) charges payable to MTN by customers in consideration for the provision of Mobile Money Services as shall be published by MTN from time to time; and/or
- (ii) fixed prices regarding the MTN services and products which the Agent is authorized to sell as amended from time to time by MTN.

**"Mobile Money"** means the electronic money/stock issued by MTN and representing an entitlement to an equivalent amount of cash monies held in Trust Account(s) held in any of the MTN partner banks in respect of the purchase of such electronic value.

**"Services"** means the Mobile Money Products and MTN products and services provided by MTN for the issue and redemption of Mobile Money and the transfer of Mobile Money between Customers on the basis of Transfer Instructions including the recording of all Transactions, verifying and confirming all Transactions concluded and updating Customer Account records.

**"SIM"** means Subscriber Identity Module.

**"SIM Swap"** means the process of replacing an existing SIM with a new one or moving the existing SIM to the new SIM.

**"Mobile Equipment"** means a Mobile Phone and or other equipment which when used together allows access to Mobile Money Services.

**"Regulator and/or Regulatory Authority"** means Rwanda Utilities Regulatory Authority (RURA), National Bank of Rwanda (BNR), any other regulatory body or law enforcing institution mandated to do so by the laws of the Republic of Rwanda.

**"Laws and/or Regulations"** means any statute, law, ordinance, rule, regulation, administrative interpretation, approval, press note, public announcement, order, writ, injunction, directive, judgment, or decree issued by the government of Rwanda or any of its ministries, departments, secretariats, agencies or any legislative body, regulatory authority, court, and/or tribunal from time to time.

**"PoS" or "Point of Sale"** means handsets assigned to Agents for purposes of providing MTN services as set out herein.

**"Policies"** means business rules, procedures, directives, instructions and approvals adopted and/or proposed by MTN from time to time.

#### 3. AGENT'S OBLIGATIONS

- 3.1. To distribute MTN Services in accordance with the training received and at prices stipulated by MTN from time to time and facilitate and procure the registration or recording of the Customers through his/her area of work and or outlets where applicable in accordance with the requirements set out by MTN which shall include but not be limited to the customer's name, ID (Identification document number), full physical address, date of birth, gender, mobile number, source of income.



- 3.2. Purchase a minimum of **Fifty Thousand Rwandan Francs (RWF 50,000)** of Mobile Money by depositing a minimum of Fifty Thousand Rwandan Francs (RWF 50,000) in the Mobile Money trust account(s) at any of the MTN partner banks in Rwanda and maintain a float of 1.5 the Mobile Money value times the previous days transaction. The Agent must then maintain a minimum of Fifty Thousand Rwandan Francs (RWF 50,000), or 1.5 times the previous day transactions, whichever is the greater, cash float in the till at all times.
- 3.3. The Agent shall not at any time effect any transactions that are over and above the amounts held in Mobile Money Trust Account(s) held in any of the MTN partner banks in Rwanda and which would be insufficient to meet the value of the Transaction and Charges applicable thereto.
- 3.4. The Agent who owns a shop, a store or an outlet shall ensure that his/her Stores are at all times, staffed by appropriately qualified and trained staff members.
- 3.5. The Agent shall be fully responsible for his/her acts and/or omissions and all transactions, any acts of theft or fraud conducted on the acquired accounts/PoS, fraud, misuse of systems, negligence, or any other such act or omission by him/her or anyone working on his/her behalf (where applicable) that causes risk, embarrassment or loss to MTN's business or reputation.
- 3.6. To actively participate in and promote all Mobile Money special offers and packages offered by MTN from time to time. 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 MTN as to the format and content of such material.
- 3.7. To comply, at its own cost and expense, with all laws, license 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.
- 3.8. To furnish MTN with written progress reports (where applicable) detailing the conduct of its activities under this Agreement promptly upon being requested to do so by MTN.
- 3.9. To comply with such practice manuals and quality charters with regard to Mobile Money as MTN may publish from time to time.
- 3.10. To reconcile all Mobile Money transactions on a daily basis and keep records of all transactions for a period of not less than ten (10) years (where applicable). The Agent must also ensure safe keeping of all relevant record, data and KYC and or any other relevant documents before they are upon request handed over to MTN.
- 3.11. The Agent acknowledges and confirms that all information/data that the Agent collects in relation to Mobile Money transactions and banking services, whether from the customers or from MTN or from other sources, is the property of MTN.
- 3.12. Any reports, details, schedules, forecasts, statistics, and any other information provided by the Agent to MTN shall be verified and signed by the proprietor or Managing Director of the Agent as true and correct in all respects (where applicable).
- 3.13. The Agent undertakes not to incur any liability on behalf of MTN or to pledge or purport to pledge MTN's credit or accept any order on behalf of MTN or bind MTN in any way or give or make or purport to give or make any warranty or representation on behalf of MTN, save to the extent expressly provided for in terms of this Agreement, or otherwise on the prior written authority of MTN. In particular the Agent hereby undertakes:
  - 3.13.1. Not to negotiate or purport to afford any customer or potential customer any incentives, discounts, leniency, extension of time, latitude, or other Agreements concluded or to be concluded between MTN and such customer or potential customer unless MTN's prior written consent thereto has first been obtained.
  - 3.13.2. Notify every customer and potential customer that forthwith on activation of the relevant Mobile Money Account the customer shall be liable to effect payment to MTN of the relevant fees; and to notify such customers of any terms, conditions, provisions and any other additional information which MTN may require the Agent to pass on to such customer and/or potential customer from time to time.
  - 3.13.3. The Agent shall not grant any discount or rebate pertaining to MTN Services any customer nor offer such a discount or rebate even if the Agent is prepared to do so at its/his/her own cost.
  - 3.13.4. The Agent shall not engage in any activities which are outside the scope of the Agent's business or undertake any services that the Agent is not allowed to do.
- 3.14. The Agent shall not perform management functions, make management decisions, or act or appear to act in a capacity equivalent to that of a member of management or an employee of MTN. The Agent acknowledges that neither him/her or anyone working on his/her behalf (where applicable) are not considered as staff of MTN for any reason whatsoever and understands and agrees that him/her or anyone working on his/her behalf (where applicable) are not entitled to remuneration and or benefits of MTN staff.
- 3.15. The Agent acknowledges that MTN may at its discretion take any disciplinary action against the Agent for non-compliance with any of the obligations set out above and in this Agreement as a whole. **Annex A** attached hereto sets out a non-exhaustive list of incidents of non-compliance and their corresponding consequence.



3.16. The Agent shall place advertisements in applicable publications and participate in trade shows and exhibitions where such participation will promote the Products.

3.17. Working Hours:

The official working hours for the Agent will be 7:00 am to 7:00 pm from Mondays to Sundays. Notwithstanding anything contained under this clause 3.17, shall restrain Agents working in the busiest business areas to work outside the above-mentioned official working hours.

#### **4. MTN OBLIGATIONS**

4.1. In addition to such other duties and obligations as set forth in this Agreement, MTN shall:

4.1.1. Assist the Agent by providing an adequate report data sheets, price lists, catalogues, and other promotional and/or advertisements materials at no charge to the Agent.

4.1.2. Provide Product and technical training and field sales support to the Agent at no charge, with the frequency and content of the training to be determined MTN.

4.1.3. Render such assistance as the Agent may reasonably request with respect to credit and collection matters.

4.1.4. Fully answer all communications from the Agent and its customers in the Territory.

4.1.5. Be responsible for and/or coordinate the Agents activities in relation to the provision of Mobile Money and other related services to the customers.

#### **5. ESTABLISHMENT OF ACCOUNT AND PAYMENTS**

5.1. MTN shall keep and maintain written records detailing:

5.1.1. The amounts payable by the Agent to MTN in respect of all MTN services supplied to the Agent during the term of this Agreement.

5.1.2. Any incentives or Commissions and discounts to which the Agent may be or become entitled pursuant to the provisions of this Agreement.

5.1.3. Notwithstanding anything contained in this clause 4.1, MTN reserves the right to withhold the Agent's commissions in part or in whole, should it establish or suspect that the Agent is involved in fraudulent activities as defined under Annexure A ("*List of Irregularities*") and or determined so in accordance with the applicable laws.

#### **5.2. Payment of Commissions**

5.2.1. Billing Details:

Customers will be charged, from their Mobile Money accounts, for the chargeable transactions that they undertake. They will have no fee relationship with the Agents. The SMS messages used to undertake the transactions will be zero rated and Agents will be paid by MTN on the basis of the transactions that they carry out.

5.2.2. Payment of all Commissions for Mobile Money by MTN to the Agent shall be exclusive of taxes and in accordance with the MTN tariffs that shall be communicated from time to time. MTN reserves the right to amend the commissions whenever there is need and shall communicate any changes thereof to the Agent in good time.

5.2.2.1. Commissions shall be paid at the end of the month after compiling the transactions of each Agent and removing any fraudulent or multiple transactions. 'Multiple transactions' are those that originate from the same user at the same Agent within a period of twenty-four (24) hours.

5.3. All prices referred to in this Agreement or included in the price list are shown inclusive of VAT.

#### **6. MARKS AND LOGOS**

The Agent is hereby authorized to use and display marks and logos whether registered or unregistered, which are proprietary to MTN, or which MTN is authorized to use but which are not proprietary to MTN during the term of this Agreement, solely in accordance with the prior written instructions and directions of MTN.

#### **7. INSPECTION OF PREMISES**

MTN reserves the right to inspect, without prior notice, the Agent's premises during normal working hours. Such inspection shall be carried out by MTN with the minimum of interference to the normal business activities of the Agent. If as a result of such inspection the Agent is found, in MTN's opinion, to be conducting its business in any way that falls below the standard required in terms of this Agreement, or the standards reasonably required of an Agent and/or that any equipment, fixtures, fittings and advertising billboards are not in good order and condition, the Agent shall be in breach of this Agreement and in addition to MTN's other rights in terms of this Agreement and in law, MTN shall be entitled to terminate this Agreement immediately and without



notice and immediately remove any equipment, fixtures, fittings and advertising billboards from the Agents store.

**8. CONSUMER RECOURSE**

- 8.1. Agents shall endeavor to resolve all complaints emanating from their transactions between them and their clients. However further clarification on technical issues may be forwarded to MTN customer service. If dissatisfied, the complainant may write a letter to the head of MTN's Customer Service who shall immediately take responsibility of investigating the claim and give is response in twenty-four (24) hours' time.
- 8.2. If a response is not received from MTN Customer Service within the timelines described or if a satisfactory resolution is not provided within a reasonable timeframe, the Agent shall escalate the problem as follows:

**8.2.1. MTN -Business Escalation Matrix : -**

Level	Name	Email ID	Mobile Number
Level-1	Sales Channel	<a href="mailto:Customercareissues.RW@mtn.com">Customercareissues.RW@mtn.com/</a> <a href="mailto:MobileMoney.RW@mtn.com">MobileMoney.RW@mtn.com</a>	3466/100
Level-2	Regional Manager	<a href="mailto:Customercareissues.RW@mtn.com">Customercareissues.RW@mtn.com/</a> <a href="mailto:MobileMoney.RW@mtn.com">MobileMoney.RW@mtn.com</a>	3466/100
Level-3	Chief S&D	<a href="mailto:Customercareissues.RW@mtn.com">Customercareissues.RW@mtn.com/</a> <a href="mailto:MobileMoney.RW@mtn.com">MobileMoney.RW@mtn.com</a>	3466/100

**9. NON-EXCLUSIVITY**

MTN reserves the right to appoint other Agents, from time to time, on whatsoever terms and conditions as are negotiated with those other Agents, in MTN's discretion and the Agent accordingly acknowledges that its rights under this Agreement are not exclusive in any respect.

**10. COMMENCEMENT, DURATION AND TERMINATION**

- 10.1. These terms and conditions shall come into effect on the **Effective Date** and will continue until terminated for any of the following reasons:
  - 10.1.1. Without prejudice to the provisions of **ANNEX A ("List of Irregularities")**, MTN may terminate and or revoke the Agent's Account and the rights thereof if the Agent commits a breach of any of the provisions of these terms and conditions and fails to remedy such breach to the satisfaction of MTN within seven (7)

days of receipt of a written notice and or SMS from MTN specifying the nature of the breach and requiring its remedy.

- 10.1.2. MTN may terminate or revoke the Agent's Account and the rights thereof with *immediate effect*:
  - 10.1.2.1. In case of the voluntary or compulsory sequestration, liquidation or judicial management of the Agent, whether provisional or final or if the Agent is a company, the passing of any resolution for its winding up (where applicable).
  - 10.1.2.2. In case of the commission of any act of insolvency by the Agent, or if applicable, any shareholder and/or director thereof.
  - 10.1.2.3. If the Agent practices unethical conduct or fraud activities in the Business and/or the Agent is convicted of a serious criminal offence, including fraud.
  - 10.1.2.4. If the Agent sells products which were not authorised /approved by MTN.
  - 10.1.2.5. The Agent intentionally closes the Agent shop(s) and/or Kiosks (where applicable) or where the Agent is not present at his/her assigned premises for more than five (5) consecutive days without reasonable justification.
- 10.1.3. In case the Agent is a natural person, his/her appointment hereunder shall immediately terminate upon his/her death.

**11. CONSEQUENCES OF TERMINATION**

- 11.1. Termination of these terms and conditions, for any reason whatsoever, shall be without prejudice to any other claims or remedies accrued by either party immediately prior to the date of termination.
- 11.2. Upon termination of these terms and conditions for any reason whatsoever:
  - 11.2.1. All amounts and or commissions owing by either party to the other in terms of these terms and conditions shall become immediately due and payable.
  - 11.2.2. The Agent shall immediately discontinue providing MTN services to customers or potential customers.
  - 11.2.3. The Agent shall immediately cease to use or display any mark or logo, whether registered or unregistered, which is proprietary to MTN shall make or cause to be made such changes to its advertising in all media, vehicles, shop frontage (where applicable), the interior of its premises, stationery and the like so as to distinguish its business, to the satisfaction of MTN from one that is being carried on in association with MTN.
  - 11.2.4. The Agent shall, upon MTN's request in writing, return all and/or any of the terminal equipment, Mobile Money in its possession to MTN at the Agent's own cost, irrespective of whether these have been fully paid for or not. In this event MTN shall credit the Agent with an amount equal to the price originally



invoiced at the time of the supply of equipment, and Mobile Money. The calculation of the credit shall be effected by MTN.

- 11.2.5. The Agent shall forthwith hand over to MTN all documentation, customer records, customer lists retained by the Agent and its Agent stores, premises and/or under its possession or control whether directly or indirectly, shop fittings and any other material of any nature whatsoever which is proprietary to MTN and in the Agent's possession, to MTN, at the Agent's own cost. The Agent shall certify in writing, immediately upon request, that it has done so and disclose the name and address of any third party of which he/she is aware that has such records and information in its possession and from whom he/she has not been retrieved and shall provide MTN with his/her co-operation in recovering such records and information to the extent that he/she is requested to do so; and
- 11.2.6. The Agent shall, cease forthwith to qualify for any commissions and any other amounts to which it would otherwise have been entitled.
- 11.3. The provisions of this clause shall survive any termination of these terms and conditions.

## **12. SUSPENSION AND DISCONNECTION OF THE AGENTS CLOSURE OF ACCOUNT**

- 12.1. MTN shall be entitled to suspend, restrict or terminate the Agent's (in whole or in part) Account without any liability whatsoever under the following circumstances: -
- 12.1.1. Where the Agent fails to comply with the terms of these terms and conditions or any other instructions that shall be given by MTN from time to time.
- 12.1.2. Where the Agent undertakes activities other than the ones contemplated under these terms and conditions.
- 12.1.3. If MTN has reason to believe that the Agent's account was or is being used in an un-authorized, unlawful, improper or fraudulent manner in connection with criminal activities or otherwise.
- 12.1.4. Where the Agent notifies MTN that he/she has forgotten his/her Mobile Money credentials, ERS, sim registration and sim swap or they have been disclosed to any other party. For purposes of preventing fraudulent use of the services, the Agent is obliged to inform MTN immediately any account access details thought to be known by unauthorized persons.
- 12.1.5. For any reason beyond MTN's control.
- 12.1.6. Where the Agent requests for his/her Account to be closed.
- 12.1.7. MTN will not be responsible for any direct, indirect, consequential or special damages arising from suspension the Agent's Account in terms of this clause 12.

## **13. LIABILITY AND INDEMNITY**

- 13.1. MTN shall hold the Agent liable for any wrongful or negligent acts or omissions committed by the Agent in the course of providing MTN services.
- 13.2. MTN shall not be liable for any loss, claim, action, expense, damage or injury suffered or sustained by the Agent whatsoever and howsoever pursuant to accepting these terms and conditions or as a result of its possession of or onward supply to any customer or third party of Mobile Money or other MTN services, whether direct or indirect, consequential or contingent and whether foreseeable or not. In particular, MTN will not be liable for any financial loss, loss of business, profit, savings, revenue, or goodwill suffered or sustained by the Agent howsoever arising.
- 13.3. Save to the extent expressly provided in this Agreement, MTN makes no warranties or representations whatsoever in respect of the Mobile Money Services or other services supplied by it to the Agent in terms of this Agreement. All other statutory, express, implied or tacit terms and conditions or warranties are excluded.
- 13.4. The Agent hereby indemnifies and holds MTN harmless from and against any loss, damages, action, claims and expenses suffered or sustained by MTN if, due to any default or negligence on the part of the Agent or the identity of a customer that transpires to be false or invalid for any reason.
- 13.5. These terms and conditions shall terminate forthwith upon the termination or cancellation for any reason of the license and the Agent shall not have any claim against MTN pursuant to such termination even if the termination or cancellation arises out of a negligent or wrongful act on the part of MTN.
- 13.6. The provisions of this clause shall survive any termination of this Agreement for any reason.

## **14. DISPUTES**

- 14.1. If any dispute arises between the parties to this Agreement concerning any matter, which is a subject of or arises out of any clause or the interpretation thereof, the parties shall settle it amicably.
- 14.2. In addition, where the parties fail to settle the disputes amicably, the dispute shall be referred to the courts of competent jurisdiction in Rwanda.

## **15. CONFIDENTIALITY AND DISCLOSURE**

- 15.1. All business, customer, commercial, scientific, technical or any other information pertaining to MTN, as well as any price list whether current or not, received by or made available to the Agent pursuant to the fulfilment by the Agent of its obligations under these terms and conditions shall be regarded by the Agent as confidential and shall not be disclosed to third parties, or used



for any purpose other than that for which it was disclosed, without the prior written consent of MTN.

- 15.2. If it is discovered that the Agent has under any circumstances provided, shared, discussed, or otherwise made accessible or known to any competing Telecommunications Operator or other entity, any information, documentation, strategies, statistics, or so otherwise which it receives from MTN or any of its consultants or agents, in relation to the Mobile Money services or other MTN services, MTN shall be entitled to terminate the Agreement with immediate effect and claim any damages it may have suffered due to the disclosure by the Agent.
- 15.3. The Agent shall where applicable grant the regulator's inspecting officers full and timely access to documents, reports and records as necessary. Furthermore, the services provided by the Agent shall be subject to regulatory review.
- 15.4. Clause 15.1 and 15.2 shall survive any termination of this Agreement for any reason.

#### **16. DATA PROTECTION AND PRIVACY**

- 16.1. Any information and data provided by MTN and or Customers (the disclosing party) to the Agent (the receiving party) and used by the Agent directly or indirectly in the performance of this Agreement shall remain at all times the property of the disclosing party. It shall be identified, clearly marked and recorded as such by the receiving party on all media and in all documentation. The receiving party shall indemnify the disclosing party for any claim, suit or loss that the disclosing party may suffer as a result of a breach of the provisions of this clause 16.1.
- 16.2. The Agent shall take all reasonable precautions to preserve the integrity and prevent any corruption or loss, damage or destruction of the customer data and information.
- 16.3. The Agent agrees to comply with and maintain adequate measures to ensure that it complies with the provisions and obligations contained under this clause 16.
- 16.4. Personal data acquired from MTN or Customers by the Agent shall only be used solely for the purposes of this Agreement and for no other purpose.
- 16.5. Nothing in this Agreement shall oblige the Agent to disclose any information to the public if it is of the view that to do so would be a breach of this Agreement.
- 16.6. A breach of the terms of this clause shall constitute a material breach under this Agreement entitling the aggrieved party to terminate this Agreement.

#### **17. FORCE MAJEURE**

A party will not be liable for any loss suffered by the other party arising out of any delay in or prevention of performance of such party's obligations due to any cause, the adverse effects of which the party could not and cannot reasonably and practicably avoid in the ordinary conduct of the party's business.

#### **18. ANTI-BRIBERY AND CORRUPTION & AML**

##### **18.1. MTN Anti-Corruption and Bribery Policy:**

18.1.1. The Agent shall at all times ensure that he/she is knowledgeable regarding all Anti-Bribery and Corruption Laws; the Agent shall take appropriate measures to ensure compliance therewith and he/she shall not cause or request any actions which would cause any other party to be in violation thereof.

18.1.2. MTN expressly prohibits the payment of bribes and also the payment of any facilitation payments in connection with its business operations. MTN may terminate this Agreement for default, if the Agent breaches this clause, or any applicable anti-bribery legislation in performing its obligations under this Agreement. The Agent warrants and represents that in the execution and performance of this Agreement neither him/her, nor anyone acting on his/her behalf (where applicable), has paid or will pay any bribe or facilitation payment or commit any conduct that constitutes an offence under relevant anti-bribery legislation.

##### **18.2. AML/CTF:**

18.2.1. The Agent shall ensure that he/she, or anyone acting on his/her behalf (where applicable), subcontractors shall, comply with all applicable anti-money laundering (AML) **and** counter terrorist financing (CTF) Laws, designed to prevent money laundering and terrorist financing. The Agent or his/her personnel, agents, subcontractors (where applicable) shall conduct the requisite due diligence or enhanced due diligence as part of his/her business dealings with customers and other counterparties.

18.2.2. The Agent further represents and warrants that he/she shall not allow nor attempt to initiate any transaction which may contravene any AML/CTF Laws and will provide such information to MTN as necessary or required by MTN, at no cost, to comply with its own AML/CTF obligations.



18.3. Notwithstanding any other provision of this Agreement, MTN may immediately suspend this Agreement and/or any Order, and/or suspend any payments required under this Agreement, in the event it should receive information which it determines in good faith and in its sole discretion to be evidence of a breach by the Agent (or his/her personnel, subcontractors) of any undertaking in this clause. MTN has the right to audit the Agent to satisfy itself that the Agent complies with its contractual and legal obligations and/or that no breach has occurred, and the Agent shall fully cooperate with any such audit or related inquiry/ies at no cost.

## 19. COMPLIANCE WITH ALL LAWS

19.1. The Agent shall:

- 19.1.1. At its own cost, observe all relevant legislation and comply with any directions made by any competent regulatory authority concerning the fulfilment of its obligations in terms of the matters contemplated in this Agreement; and
- 19.1.2. Not use or knowingly allow others to use the network services or any terminal equipment for improper, immoral or unlawful purpose; and
- 19.1.3. Not act or omit to act in any way likely to injure or damage any person, property or the network or cause the quality of the network services to be impaired or interrupted in any manner whatsoever.

19.2. The Agent undertakes to comply with the SIM registration, registration regulations and/or any other approved policies and procedures adopted by MTN. The Agent shall indemnify MTN against any fines, loss or liabilities arising directly or indirectly from negligence, fraud or misconduct by the Agent, its affiliates, any of the Agent's personnel and/or anyone acting on the Agent's behalf (where applicable). Any liability/fine as a result thereof, shall be borne by the Agent.

19.3. The Agent undertakes to comply at its own cost with reason with any directions issued by MTN insofar as they relate to compliance with the provision of any applicable license or regulatory conditions, the use or promotion of Mobile Money services.

## 20. COSTS

In the event that either party instructs its attorneys to take steps to enforce any of its' rights in terms of this Agreement, the defaulting Party shall pay to the aggrieved party all collection charges and legal costs (on an attorney and own client scale) incurred by the aggrieved party as a result thereof,

irrespective of whether or not legal proceedings have been instituted as long as such costs have already been incurred.

## 21. GENERAL TERMS

### 21.1. Alterations

No alterations, consensual cancellation, variation of, or addition hereto shall be of any force or effect unless amended and approved by MTN.

### 21.2. Entire Agreement

This document and any Annexure or Addendum to it, contains the entire Agreement between the parties regarding the matters contained herein and neither party shall be bound by any undertakings, representations, warranties, promises or the like not recorded herein.

### 21.3. No Indulgences

No indulgence, leniency or extension of time which MTN may grant or show to the Agent shall in any way prejudice MTN or preclude MTN from exercising any of its rights in the future.

### 21.4. Cession and Delegation

The Agent shall not, without the consent of MTN, be entitled to cede, delegate or sub-license all or any of its rights and/or obligations in terms of this Agreement to any third party. MTN shall not be bound by such prohibition and the Agent hereby expressly consents to any such cession and/or delegation of rights and/or obligations by MTN.

### 21.5. Severability

Any provision in this Agreement, which is or may become illegal, invalid or unenforceable shall be treated *pro non scripto* and severed from the balance of the Agreement without invalidating the remaining provisions of this Agreement or affecting the validity of enforceability of such remaining provisions.

### 21.6. Set off

The Agent shall not be entitled to set off any amounts which may be owing to the Agent by MTN from whatsoever cause arising, against any amounts owing by the Agent to MTN.



**21.7. Governing Law**

This Agreement and all matters or disputes arising from it or incidental thereto shall be governed and construed in accordance with the laws of the Republic of Rwanda.

**ANNEX A**

*The following list of irregularities and their subsequent consequences (penalties) is being implemented in order to help curb the growing misconduct amongst some MTN Mobile Money agents.*

Action	Consequence
<ul style="list-style-type: none"> <li>- MM customer fraud:               <ul style="list-style-type: none"> <li>o Illegal customer Registration and/or SIM SWAP.</li> <li>o Withdrawing a customer's float. without consent.</li> <li>o Failure to record all transactions or recording of wrong info in MM transaction books.</li> <li>o Giving a customer less money. than what is due to them.</li> <li>o Illegal sharing of or illegal access to a customer PIN.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>- Financial and Criminal consequences to be borne by the MM agent.</li> <li>- Agent Account to be blacklisted from MM platform.</li> <li>- Financial and Criminal consequences to be borne by the MM agent.</li> <li>- Agent Account to be terminated from MM platform.</li> </ul>
<ul style="list-style-type: none"> <li>o Conducting MM Multiple transactions and or MM direct deposits.</li> </ul>	<ul style="list-style-type: none"> <li>- Non-payment of commission for all transactions done during the period of the offense(s)</li> <li>- Warning notice after the first incident.</li> <li>- 2<sup>nd</sup> incident following the warning will result in seven (7) days account suspension.</li> <li>- If the Agent repeats the same act for a third time or any other offense/misconduct, then the account shall be terminated.</li> </ul>

<ul style="list-style-type: none"> <li>o Not following KYC requirements.</li> <li>o Not checking the customers' ID and/or failing to keep the customers' ID copies (where applicable) effectively.</li> </ul>	<ul style="list-style-type: none"> <li>- Financial and Criminal consequences to be borne by the Agent.</li> <li>- Agent Account to be terminated.</li> </ul>
<ul style="list-style-type: none"> <li>o Overcharging customers for transactions such as:               <ul style="list-style-type: none"> <li>- Sending/receiving money.</li> <li>- SIM SWAP.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>- Financial and Criminal consequences to be borne by the MM agent.</li> <li>- Agent Account to be terminated.</li> </ul>
<ul style="list-style-type: none"> <li>- Transactions done for a customer who is not present at the agent's premise (buying MM for a third party).</li> </ul>	<ul style="list-style-type: none"> <li>- Warning notice in first incidence followed by termination of agent account after a second incident.</li> <li>- Non-payment of commission for all transactions done during the period of the offense(s).</li> </ul>
<ul style="list-style-type: none"> <li>- Request of PIN reset without proper vetting process.</li> </ul>	<ul style="list-style-type: none"> <li>- Financial consequences to be borne by the MM agent.</li> <li>- Account handler to be barred from MM platform.</li> <li>- Termination of agent account</li> </ul>
<ul style="list-style-type: none"> <li>- Agent relocating and/or working outside the designated zone without formally informing the MTN Supervisor in the zone of such relocation.</li> </ul>	<ul style="list-style-type: none"> <li>- Agent Account to be terminated.</li> <li>- Non-payment of commission for all transactions done during the period of the offense(s).</li> </ul>



<ul style="list-style-type: none"><li>- Agent working outside his/her assigned area within the designated Zone, without formally informing the MTN Supervisor in zone and/or any other such Agent failure to adhere to directives and/or instructions from MTN or the responsible Franchisee in relation to the provision of the Services.</li></ul>	<ul style="list-style-type: none"><li>- Warning notice after the first incident.</li><li>- 2<sup>nd</sup> incident following the warning will result in a twenty-four (24) hours account suspension.</li><li>- If the Agent repeats the same act for a third time or any other offense/misconduct, then the account shall be terminated.</li><li>- Non-payment of commission for all transactions done during the period of the offense(s).</li></ul>
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