

COMPANY PROFILE

COMPANY NAME							
TRADING NAME							
KRA PIN NUMBER							
PHYSICAL ADDRESS							
PO BOX		POSTAL CODE		TOWN		COUNTY	

CONTACT DETAILS

	Business Operator	Biller Manager	Business Admin	Business Auditor
FULL NAME				
ID NUMBER				
DATE OF BIRTH				
MOBILE NUMBER				
EMAIL ADDRESS				

BANK DETAILS

BANK NAME		BANK BRANCH	
ACCOUNT NAME			
ACCOUNT NUMBER			

TYPE OF SERVICE REQUESTED

PREFERRED PAYBILL NUMBER		PAYBILL	<input type="checkbox"/>	T-kash Airtime	<input type="checkbox"/>
Telkom Nominated NUMBER		BULK PAYMENT	<input type="checkbox"/>		

CUSTOMER DECLARATION

AUTHORISED SIGNATORIES

NAME		MOBILE		EMAIL	
DESIGNATION		SIGNATURE		DATE	
NAME		MOBILE		EMAIL	
DESIGNATION		SIGNATURE		DATE	

KYC Documentation

<p>KYC documents to attach</p> <ol style="list-style-type: none"> Certificate of incorporation or Business Permit or Equivalent. Trading Certificate if trading with a different name Form CR12 or an equivalent form, should be valid for the last 3 months. Copy of VAT and/or PIN certificate Copies of I.D.s and passport photos of directors or persons playing an equivalent role. Copies of I.Ds of persons who will have the operator and approver roles 	<ol style="list-style-type: none"> Cancelled cheque or letter from Bank confirming Bank details Stamped/Sealed board resolution by directors or persons in equivalent roles indicating: <ul style="list-style-type: none"> Authority to open a paybill account or Transact business on behalf of the company Appointed persons having signatory authority and provide copies of their identification documents Bank details Completion of AML Questionnaire (For Financial Institutions) Copy of Current Regulator License (For Financial Institutions) BCLB License (For gaming, Betting, Lottery)
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For Official use only

Biller Type <input type="radio"/> Offline <input type="radio"/> C2B-1 <input type="radio"/> C2B-2	Tariff <input type="radio"/> Customer pays <input type="radio"/> Biller Pays <input type="radio"/> Split	Relationship Manager Signature Date
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1 PREFACE

This agreement together with the annexures hereto (together "the Agreement") contains the complete terms and conditions that apply to Client's participation in Telkom's T-kash mobile system (hereinafter "T-kash Partner Services, T-kash Services or Service") and supersedes all other agreements entered into between the Client and Telkom in relation to the provision of T-kash Services. By executing this document the Client agrees and affirmatively states that it has carefully read and understood the terms and conditions set forth herein and agrees to be bound by the said terms and conditions.

2 Definitions and Interpretation

2.1 In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:-

"Business Day" means any day of the week not being a weekend or gazetted public within the Republic of Kenya;

"Business Number" means a destination code or numbering plan created by Telkom for the identification of T-kash Partner Accounts;

"Cash" means currency notes and coins constituting the legal tender of the Republic of Kenya, which, as the context requires, may be offered by a Customer in exchange of E-Value held in the T-kash System and subsequently credited to the Client's T-kash Account; and may be paid to the Client pursuant to a Withdrawal Request Instruction given by the Client to Telkom;

"Confidential Information" means, without limitation, all information, software, data, manuals, concepts relating to marketing methods, products, developments, business and financial affairs and trade secrets, and other information of value to a party and not generally known, (whether or not designated as "confidential information") by any Party and whether written, oral or in electronic form) and any other information directly designated by a Party as "confidential information" or that is evidently confidential by its nature or the nature of its disclosure, and includes the terms of this Agreement;

"Customer" means a T-kash user who uses the T-kash System to pay bills and "Customers" shall be construed accordingly;

"E-Value" means the electronic value issued by Telkom and representing an entitlement to an equivalent amount of the Cash held by the Custodial Trustee in respect of the acquisition of such electronic value;

"Effective Date" means the date upon which the Client's T-kash Account is activated by Telkom;

"EFT" means electronic funds transfer of the Client's entitlement to Cash held in its T-kash account, from the Trust Account to the Client's designated bank account and include Real Time Gross Settlement transfers;

"Intellectual Property Rights" means, in respect of each Party, such Party's proprietary rights, title and interest in and to any and all names, logos, trademarks, copyrights, patents and all other intellectual property of whatever nature, description or form, vesting in that Party as at the Effective Date or acquired by such Party at any time after the Effective Date;

"T-kash Partner Account Unit" or "T-kash Account Unit" means the account belonging to the Client created in the T-kash System which pools funds collected through the T-kash Service;

"T-kash Service" or "T-kash Partner Service" means the mobile money transfer service provided by Telkom and envisaged under this Agreement (including the procedure, systems, and software that Telkom developed) through which Customers can make payments to the Client under the Pay Bill and Buygoods functionality (irrespective of whether or not the payment is in respect of the settlement of an obligation or the creation of a liability); also where the Client can do disbursements to the customers also where the partner can sell airtime to a subscriber;

"T-kash System" or "T-kash" means the system operated by Telkom providing the T-kash Services and "T-kash user" means either of the Client or the Customer participating in the T-kash;

"T-kash Website" means the site located at <http://www.telkom.co.ke/t-kash>, which uniquely identifies the T-kash User on the Telkom Global System for Mobile Telecommunication "GSM" Network and is used to connect the Customer with other subscribers and includes a Pin Unlocking Key ("PUK") for accessing the Telkom Network;

"Network" means the Global System for Mobile Telecommunication ("GSM") system operated by Telkom and covering those areas within the Republic of Kenya as stipulated from time to time by Telkom; **"Territory"** means the Republic of Kenya;

"Transaction" means any movement of E-Value from the Customer to the Client pursuant to the instructions entered on the T-kash System;

"Trust Account" means the trust account comprising Cash held in a commercial bank by the Custodial Trustee for and on behalf of all T-kash users;

"Withdrawal Request Instruction" means an instruction given to Telkom by the Client requesting Telkom to redeem Cash on the Client's behalf in exchange of the E-Value held in the Client's T-kash account and to send the EFT to the Client's nominated bank account;

2.2 In this Agreement (including the Annexures), unless the context otherwise requires:

2.2.1 Words denoting the singular shall include the plural and vice versa and reference to the masculine gender shall include a reference to the feminine gender and neuter and vice versa;

2.2.2 References to clauses are references to the clauses of this Agreement;

2.2.3 References to "Parties" shall mean the parties to this Agreement being Telkom and the Client and to "Party" shall mean either of them as the context may indicate;

2.2.4 The expression "person" includes a natural person, body corporate, unincorporated venture, trust, joint venture, association, statutory corporation, state, state agency, governmental authority, firm, and Headings to clauses are used for convenience only and shall not affect the construction and interpretation of this Agreement.

3 DURATION OF AGREEMENT

3.1 Subject to the provisions for earlier termination as provided in this Agreement, this Agreement shall be for an initial period of twelve (12) months (the "Initial Term") from the Effective Date.

3.2 Upon expiry of the Initial Term, this Agreement shall automatically renew for further periods of twelve (12) months (each period being a "Renewal Term") on the terms and conditions appearing **10.1** herein or as may be amended in writing unless terminated in accordance with the terms of this Agreement.

4 OPERATION AND SCOPE

4.1 Use of the T-kash Service by the Client shall be subject to the terms of this Agreement; the T-kash website access terms and conditions as may be notified to the client; and the Customer Terms and Conditions as may be published by Telkom from time to time, and the Client hereby agrees to abide by the T-kash operational procedures as may be prescribed by Telkom from time to time.

4.2 With effect from the Effective Date and for the duration of the Initial Period, Telkom shall:

4.2.1 Allocate a Business Number or Business Numbers through which Customers may make payments to the Client's T-kash Account through the T-kash Partner Service functionality and a Business Number through which the Client can do disbursements to their customers and also use the service functionality for selling airtime. For the avoidance of doubt the Business Number or Business Numbers remain the property of Telkom at all times and Telkom may, with reasonable prior notice to the Client, re-number, re-assign, re-allocate or withdraw a Business Number or Business Numbers PROVIDED that Telkom shall not tamper with the balances held in the Client's T-kash account;

4.2.2 Grant secure access rights to the T-kash Website through which the Client may manage its T-kash Partner Account. For the avoidance of doubt the T-kash Website is proprietary and any material downloaded from it (including but not limited to, statements, screen shots, etc) shall be Confidential Information.

4.2.3 Provide customer service support to the Client and address any issues escalated by the Client;

4.2.4 Provide customer service support to Customers using the T-kash Service;

4.2.5 Credit the Client's T-kash account with E-Value upon receipt of E-Value paid through the T-kash System by Customers;

4.2.6 Prepare on demand and in any event, not later than seventy two (72) hours (the "Settlement Period") an EFT of the Cash equivalent of accrued E-Value (less any charges and commissions) to the Client upon receiving a Withdrawal Request Instruction PROVIDED ALWAYS **11.3** that where such instruction is made on any day preceding a weekend or a public holiday, computation of the Settlement Period shall commence on the next Business Day;

4.3 With effect from the Effective Date and for the duration of the Initial Term, the Client shall:

4.3.1 Reconcile payments received on the T-kash System through its T-kash Partner account **11.4** to ensure that all payments are received;

4.3.2 Initiate Withdrawal Request instructions to Telkom for redemption of accrued E-Value;

4.3.3 Authorize Telkom to debit charges and commissions to its Partner account for providing the service;

4.3.4 Comply with Telkom's fee schedule for using the T-kash Service or as may be notified to it in writing;

4.4 The Client undertakes that it shall at all times comply with bulletins or guidelines as may be communicated to the Client by Telkom in writing from time to time.

4.5 The Client's Customer Service Information and Registration Particulars for the purposes of this Agreement are as set out in Schedule 3 and Schedule 4 respectively.

5 ACTIVATION OF T-kash PARTNER ACCOUNT

5.1 This agreement will come into effect upon activation of the T-kash Partner Account by Telkom following the passing of all KYC vetting procedures conducted on the Client by Telkom.

5.2 Prior to activation of the T-kash Account, the Client shall ensure it has provided Telkom with the requisite Know Your Customer (KYC) documents listed herein;

• Certificate of incorporation or Business Permit or Equivalent;

• Form CR12 or an equivalent form, should be valid for the last 3 months;

• Copy of VAT and/or PIN certificate where applicable;

• Copies of IDs and passport photos of directors or persons playing an equivalent role;

• Copies of IDs of persons who will have the operator and approver roles;

• Proof of account details/Cancelled cheque (Where applicable);

• Completed board resolution or personal declaration forms by directors or persons in equivalent roles;

• Completion of AML Questionnaire (For Financial Institutions)

5.3 Telkom shall carry out the necessary due diligence following which, if satisfied as to the sufficiency of the KYC documents provided by the Client, shall activate the Client's Account. If the Client fails to produce the necessary KYC documents as set out in 5.2 above, or fails to satisfy the minimum KYC requirements, Telkom will refuse to activate the T-kash Partner Account and accordingly advise the Client as such (in which case this Agreement shall be null and void). For the avoidance of doubt, Telkom's refusal to activate the T-kash Partner account shall neither confer on the Client any right to contest Telkom's decision nor give rise to any legal claim against Telkom under this Agreement.

6 REVERSALS

6.1 The Client shall within a reasonable period (but in any event no later than 72 hours) initiate and complete reversal transactions where a payment made to it is manifestly made in error.

6.2 Where the Client fails or refuses to complete the reversal in accordance with clause 6.1, Telkom shall, having due regard to the circumstances of the erroneous payment, complete the reversal.

6.3 Where a dispute in relation to a reversal arises, Telkom may suspend the Client's T-kash account to facilitate an amicable resolution of the dispute.

7 SERVICE FEES

7.1 The Service shall be subject to the Charges and Transaction Values set out in Schedule 1 (as annexed to this agreement and signed off by the Parties).

7.2 Telkom may by notice and from time to time vary the Charges and Transaction Values.

7.3 Amounts to be transacted by Customers using the T-kash System are subject to transaction and account limits set on the T-kash System as prescribed in Schedule 1 (Charges and Transaction Values) or as may be varied by Telkom in writing from time to time.

8 CONFIDENTIALITY

8.1 Each Party undertakes to the other - to keep confidential all information (written, including without limitation information contained in electronic format, or oral) concerning the business and affairs of the other Party that it shall have obtained or received from the other Party (the "Information"); Not to disclose the Information in whole or in part to any other person (save

those of its Workers and/or authorised representatives involved in the implementation of this Agreement and who have priority to know the same; without the other Party's written consent, and to use the Information solely in connection with the implementation of this Agreement and not for its own or the benefit of any third party.

8.2 The Parties hereby undertake to each other, to make all relevant Workers and agents aware of the confidentiality of the information and the provisions of this clause and without prejudice to the generality of the foregoing to take all such steps as shall from time to time be necessary to ensure compliance by its Workers and agents with the provisions of this clause.

For the avoidance of doubt, it is hereby stated that the confidentiality provisions contained in this clause shall, notwithstanding the termination or expiration of this Agreement, continue to subsist without limit in point of time.

9 OWNERSHIP & LIMITATION OF LIABILITY

9.1 Neither Party makes any representation, nor gives any warranty or guarantee of any nature whatsoever with regard to the accuracy or correctness of any information or any other aspect thereof other than that provided for in this Agreement;

9.2 Each party shall indemnify the other, and keep each other indemnified, from and against any and all loss, damage or liability, whether criminal or civil, suffered, any legal fees and costs incurred by the other resulting from a material breach of this Agreement by the party at fault including breaches caused by any act, neglect or default of a Party or any third party claim in respect of any matter arising from any person's conduct, provided that the liability has not been incurred directly through any default either Party in relation to its obligations under this Agreement.

9.3 Without prejudice to the foregoing, the Client shall indemnify and keep Telkom indemnified from, defend Telkom against, and pay any final judgment awarded against Telkom, resulting from any claim by a Customer arising from such Customer's use of the Services leading to loss or damage where the proximate cause of such loss or damage is attributable to the Client's negligence, recklessness, indifference, failure or failure to receipt or credit a Customer's account with payment after the Customer has effected payment to the Client on the T-kash System.

9.4 Telkom shall not be liable to the Client or any other person where:

9.4.1. The Transaction amount sought by the Customer is below the minimum or above the maximum limits for transactions on the T-kash System as set out in Schedule 1 (Charges and Transaction Values), except where the Client makes a request to Telkom for changes to the minimum or maximum amount, which variation may be made at the sole discretion of Telkom;

9.4.2. The Client's hardware, software or internet provider's service is not functioning properly; the transaction is unauthorised or fraudulent; the transaction details received do not contain the correct information; the Client's receipt of funds is intercepted by due legal process or other encumbrance restricting the transfer (e.g. security reasons); or Unforeseen circumstances prevent the execution of the Transaction despite any reasonable precautions taken by Telkom.

9.5 Without prejudice to any other provisions of this Agreement, each of Telkom and the Client undertakes to indemnify the other party and keep the other party indemnified on demand for and against all proceedings, costs, claims, damages, expenses and liabilities of whatsoever nature howsoever offered or incurred arising out of or by reason of:

9.5.1 Any breach or non-compliance with any terms of this Agreement; or

9.5.2 Any infringement or alleged infringement of any intellectual property rights relating to the use of any software by any person.

10 SUSPENSION

10.1 Telkom may, with reasonable notice where practicable, suspend the availability of the Service to the Client wholly or partially for any valid reason, including but not limited to, where (i)

(a) The Client fails to comply with any rules or regulations of the Territory regarding the Service; (ii) The Client fails to observe any term or obligation set out herein; or (iii) The Client carries on prohibited activities using the T-kash service as set out in Clause 13.

11 TERMINATION

11.1 Termination on Notice

11.1.1 If either of the Parties commits a breach of any material obligation imposed on it in terms of this Agreement (hereinafter the "Defaulting Party"), and fails to remedy such breach within a period of 30 (thirty) days from the date on which written notice is given to the Defaulting Party by the other Party (hereinafter the "Aggrieved Party") requiring the Defaulting Party to remedy the breach, then the Aggrieved Party shall be entitled to terminate this Agreement on the 23rd copy of such written notice and the Aggrieved Party shall be entitled to hold the Defaulting Party liable in damages as a result of such termination.

11.1.2 The termination of this Agreement shall be without prejudice to all accrued rights and obligations of the Parties under this Agreement and to all obligations under this Agreement expressed to continue or take effect after expiration or termination.

11.2 Termination by Telkom

11.2.1 Notwithstanding the generality of the foregoing, Telkom may terminate this Agreement immediately if the Client uses or is reasonably suspected of using the T-kash Service for the furtherance of any unlawful or criminal activity, including without limitation, tax evasion, money laundering or terrorism funding activities.

11.2.2 Telkom may terminate the agreement if the Partner account remains inactive for a period of six (6) months. For the avoidance of doubt an "inactive" Partner account includes one which has not had any activity over a continuous period of six (6) months.

11.3 Termination not to Affect Remedies

The termination of this Agreement shall be without prejudice to all accrued rights and obligations of the Parties under this Agreement and to all obligations under this Agreement expressed to continue or take effect after expiration or termination.

12 TAXES

12.1 The Client undertakes to declare all income resulting from or in consequence of using the T-kash Partner Services to the relevant tax authority and to pay all taxes levies and fees due on such income.

12.2 Telkom shall not be liable to the Client for any disclosure to the relevant tax authority and the Client hereby indemnifies Telkom from any loss or damage arising from such disclosure to the relevant taxing authority.

12.3 It is the Client's responsibility to determine what, if any, taxes apply to the payments it receives and to collect, report and remit the correct tax to the relevant taxing authority. Telkom shall not be obligated to determine whether taxes apply, and is not responsible for collecting, reporting, or remitting any taxes arising from any transaction.

12.4 Without prejudice to the generality of the foregoing, any taxes, charges, impositions or levies imposed on a Party or on a Party's performance of its obligations under this Agreement (including income taxes, VAT, Excise Tax and Withholding Tax) shall be paid by that Party, it being solely that Party's obligation to collect and remit such taxes to the relevant tax authority.

13 PROHIBITED USE & CONDUCT

13.1 You agree to not use the T-kash Partner service to:

• Conduct any business that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

• Follow user, or falsely user or otherwise misrepresent your affiliation with a person or entity;

• Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;

• Conduct any business that causes or permits the uploading, posting, emailing, transmission or otherwise making available any content or information that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

• Conduct any business that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;

• Conduct any business whether solicited or unsolicited, relating to or remotely connected to SPAM, junk mail, pyramid schemes, pornography or any other form of solicitation;

• Conduct any business that causes or permits the uploading, posting, emailing, transmission or otherwise making any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

• Conduct any business that interferes with or disrupts the Service or servers or networks connected to the Service, or disobeys any requirements, procedures, policies or regulations of networks connected to the Service;

• Conduct any business that intentionally or unintentionally violates any applicable local, or international law, including, but not limited to, laws and regulations promulgated by the Communications Commission of Kenya, the Central Bank of Kenya or any regulations having the force of law;

• Collect or store personal data about other users without their express authority; or

• Aggregate payments or create "collection accounts" on behalf of third parties or entities without the express written consent and approval of Telkom.

13.2 It is hereby acknowledged and agreed that Telkom may preserve the Client's Confidential Information and may also disclose the Client's Confidential Information if required to do so by law or in good faith belief that such preservation or disclosure is reasonably necessary to:

(a) comply with legal process;

(b) enforce the terms of this Agreement;

(c) respond to claims that the Client's use of the T-kash Service violates the rights of third parties; or

(d) protect the rights, property, or personal safety of Telkom, its subscribers and the public.

13.3 You shall not make available to any third party any Confidential Information (including without limitation, transaction data) unless compelled by law to do so.

14 GOVERNING LAW AND JURISDICTION

The validity, construction and interpretation of this Agreement and the rights and duties of the parties hereto shall be governed by the laws of Kenya.

15 DISPUTE RESOLUTION

Telkom shall dedicate a customer service line for the resolution of any issues pertinent to the T-kash Services. You may contact Telkom Customer Care on the dedicated line as may be notified to you by Telkom for any disputes, claims or report to account discrepancies or system issues. Telkom Customer Care shall handle the report in accordance with Telkom's standard complaint handling procedures.

Any dispute shall be governed and construed in accordance with the laws of Kenya. The place of jurisdiction for any dispute arising out of or in connection with this Agreement shall be Kenya.

Any dispute and/or matter of difference that arises between the parties regarding any aspect of this Agreement shall be settled, if possible, in an amicable way by mediation between the parties.

If any dispute, claims or other matters shall arise whether during the continuance of this Agreement or upon or after its termination between the parties hereto touching or concerning this Agreement or as to any other matter in any way connected with or arising out of or in relation to the subject matter of this Agreement and such dispute is not settled by Mediation between the Parties, the dispute shall be referred to Arbitration presided by a single Arbitrator appointed in accordance with the rules of arbitration in Kenya and all disputes shall be finally settled in accordance with the said rules.

Clause 15.4 will not prevent either party from seeking interim relief on an urgent basis from a Court of competent jurisdiction, pending the decision of the Arbitrator referred herein.

16 ENTIRE AGREEMENT

This Agreement, together with the schedules hereto, constitutes the entire agreement between the Client and Telkom 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.

17 AMENDMENTS

The Parties shall not make any press release or any other public statement relating to this Agreement or the relationship between the Parties without the prior written consent of all the Parties. Once a public statement has been agreed upon by the Parties, provided the information in that statement remains accurate, each Party may make other public statements that are consistent with the original statement without prior notice to, or consent of, the other Parties. Notwithstanding the foregoing, a Party may make any public statements required in order to comply with applicable legal requirements.

18 ASSIGNMENT

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

19 ASSIGNMENT

Telkom may assign this Agreement to a third party either by operation of law or otherwise by upon issuance of a notice to the Client.

20 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 prepaid, courier service to the address specified above. Notices shall be deemed given on the day actually received by the party to whom the notice is addressed.

21 COUNTERPARTS

This Agreement may be executed simultaneously in two counterparts, each of which shall be deemed an original, but all of which together constitute one and the same agreement.

22 WAIVER

No delay or omission by either party to exercise any right or power it has under this Agreement shall in any way constitute 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.

23 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.

24 NOTHIRD PARTY BENEFICIARIES

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

25 FORCE MAJEURE

Notwithstanding any provision contained in this Agreement, neither party shall be liable to the other to the extent fulfillment or performance of any terms or provisions of this Agreement is delayed or prevented by revolution or other civil disorders; wars; acts of enemies; strikes; lack of available resources from persons other than parties to this Agreement; labour disputes; electrical equipment or availability failure; fires; floods; acts of God; government or regulator action; 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 heretofore enumerated or not. If any force majeure event occurs, the affected party will give prompt written notice to the other party and will use commercially reasonable efforts to minimize the impact of such event.

26 GENERAL

The parties shall comply with all legal requirements applicable to their role in effecting Transactions. Each of the Parties represents and warrants that none of its senior officers or directors (i) has ever been convicted of any crime (other than minor traffic offences); and (ii) has never been charged, convicted of (or pleaded guilty or no contest to) any crime relating to fraud, embezzlement, theft, money laundering, financing terrorism or terrorist organizations, importing illegal aliens, receiving stolen property, or illegal drugs or other controlled substances. Each Party shall, if required, notify the other in writing within 48 hours after any of these representations and warranties ceased to be true.

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

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 each of the Client and Telkom 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.

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, licenses and authorizations required for the performance of its obligations under this Agreement.

This Agreement may be signed in any number of counterparts, and all of which shall constitute one and the same instrument.

VVE Limited, Hereby confirm and duly authorize on its behalf to execute this agreement and that I have read and understood these Terms and Conditions and agree to be bound by them.

Signed by (Name): _____
Designation: _____
Signature: _____
Date: _____

Company stamp: _____
Duly authorized on behalf of Telkom
Signed by (Name): _____
Designation: _____
Signature: _____
Date: _____

the Communications Commission of Kenya, the Central Bank of Kenya or any regulations having the force of law;

• Collect or store personal data about other users without their express authority; or

• Aggregate payments or create "collection accounts" on behalf of third parties or entities without the express written consent and approval of Telkom.

13.2 It is hereby acknowledged and agreed that Telkom may preserve the Client's Confidential Information and may also disclose the Client's Confidential Information if required to do so by law or in good faith belief that such preservation or disclosure is reasonably necessary to:

(a) comply with legal process;

(b) enforce the terms of this Agreement;

(c) respond to claims that the Client's use of the T-kash Service violates the rights of third parties; or

(d) protect the rights, property, or personal safety of Telkom, its subscribers and the public.

13.3 You shall not make available to any third party any Confidential Information (including without limitation, transaction data) unless compelled by law to do so.

14