

C2B-1

C2B-2

T-KASH SERVICE APPLICATION FORM Contact: paybill@telkom.co.ke

COMPANY PROFILE											
COMPANY NAME											
TRADING NAME											
KRA PIN NUMBER											
PHYSICAL ADDRESS											
РО ВОХ		POSTAL CODE				TOWN		COUN		ry	
CONTACT DETAILS											
	Bu	siness	Operator	Bil	ller Mana	ger	B	Business Adı	min	Business Audi	tor
FULL NAME][
ID NUMBER											
DATE OF BIRTH											
MOBILE NUMBER											
EMAIL ADDRESS											
BANK DETAILS											
BANK NAME	BANK BRANCH										
ACCOUNT NAME											
ACCOUNT NUMBE	R										
TYPE OF SERVICE REQUESTED											
PREFERRED PAYBILL NUMBER							PAYBILL		T-kash Airtime		
Telkom Notification	n NUMBE	MBER (offline Biller)					BULK	BULK PAYMENT			
CUSTOMER DECLARATION											
AUTHORISED SIG	NATORIE	S									
NAME				МОВ	MOBILE			EMAIL			
DESIGNATION				SIGN	IATURE				DATE		
NAME				МОВ	ILE				EMAIL		
DESIGNATION				SIGN	IATURE				DATE		
KYC Documentation											
 KYC documents to attach 1. Certificate of incorporation or Business Permit or Equivalent. 2. Form CR12 or an equivalent form, should be valid for the last 3 months. 3. Copy of VAT and/or PIN certificate 4. Copies of I.D.s and passport photos of directors or persons playing an equivalent role. 5. Copies of I.Ds of persons who will have the operator and approver roles 6. Cancelled cheque or letter from Bank confirming Bank details 7. Stam ped/Sealed board resolution by directors or persons in equivalent roles indicating. Authority to open a paybill account or Transact business on behalf of the company Appointed persons having signatory a uthority and provide copies of their identification documents Bank details 8. Completion of AML Questionnaire (For Financial Institutions) 9. Copy of Current Regulator License (For Financial Institutions) 											
For Official use only											
Biller Type		Tariff Customer pays				Relationship Ma	nager				

Biller Pays

Split

Signature

Date

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 rstem (hereinafter T-kash Partner Services, T-kash Services or Services) 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 bo

2.1 In this Agreement, unless the context otherwise requires, the following words and expressions Transaction Values) or as may be varied by Telkom in writing from time to time shall have been following meanings:

8 CONFIDENTIALITY

8 Listed by Manual State of the other-to-keep confidential all information (written

келуа; "**B usiness Number**" means a destination code or numbering plan created by Telkom for the identification of T

Kenya;
Business Number means a destination code or numbering plan created by Telkom for the identification of T
leash Partner Accounts;
Cash' means currency notes and cons 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 through the E-Eash system and
subsequently credited to the Client 15 *Eash Accounts, and may be paid to the Client to a Whidawal
Request Instruction given by the Client to Telkom;
"Conflectal Information" may without irmistion, all information, software, data, manuals, concepts
redaining to marketing methods, products, developments, business and financial affairs and trade secrets, and
information" by any Vary and where written, road or inelectronic form) and any other information cliently
information "by any Vary and where written, road or inelectronic form) and any other information cliently
information" by any vary of any other written, road or inelectronic form) and any other information of
its disclosure, and includes the terms of this Agement;

Customer' means an E-kash user who uses the T-kash System to pay Bills and "Customers" final be
construed accordingly;

"E-Value" means the dectronic value issued by Telkom and representing an entitlement to an equivalent
amount of the Gash held by the Custodial Trustees in respect of the acquisition of such electronic Values
"EFFT' means electronic funds transfer of the Clent's T-kash Account is activated by Telkom
TeFFT means electronic funds transfer of the Clent's Parky, such Parky's proprietary right, title arry tieres
in nad to any and all names, logos, trademarks, copyrights, patents and all other intellectual propriety of
whatever nature, description of form, westing the Parky, such Parky's proprietary right, title arry tieres
in and to any and all names, logos, trademarks, copyrights, patents and all other intellectual propriety of
whatever nature, description of form, westing the Parky, such Parky's proprietary right; by such Park

whatever nature, description or form, vesting in that Party as at the enecurve one of control of the Effective Date;

"Leah Patter Account" or "I-kash Account" means the account belonging to the Client created in the T-kash system which pools funds collected through the T-kash Service;

"Leah Service" or "T-kash Service" Service" or "Service" means the mobile money transfer service provided by Telkom and envisaged under this Agreement (including the procedure, systems, and software that Telkom has developed) through which Customers can make payment to the Client under the Pay Bill and Buy goods functional by (irrespective of whether or not the payment to in respect of the settlement of an obligation or the creation of a lability), also where the Client can do disbursements to the customers also where the nextner can sell airtime to a subscriber.

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 system;

T-kash Website* means the site located at https://www.Telkom.co.ke/T-kash

Website* means either the Otile Subscriber in tegrated Services Digital Network Namber issued to the T-gagit User

Which urriguely 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 ("PLK")

for accessing the Telkom Network:

for accessing the Telkom Network;

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

"Territory" means the Republic of Kenya;

"Tranaction" means the grouplic of Kenya;

"Tranaction" means are movement of E-Valuefrom the Customer to the Clent pursuant to the instructions initiated on the "Lesah System and includes reversals.

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

or enrouncement or an in-asan users.

"Withdrawal Request instruction" means an instruction given to Telkom by the Client requesting Telkom to edeem Cash on the Client's behalf linexchange of the E-Value held in the Client's T-kash account, and to send they EFT to the Client's nominated bank account.

it by ET to the Client's nominated bank account.
2. 2. In this Agreement (including the recitals), 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 or firm, and Headings to clauses are used for convenience only and shall not affect the construction and interpretation of this Agreement.

3. DIBATION OF A GREFEMENT

3 DURATION OF AGREEMENT

3.1Subject 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 pethods of twelve (12) months (each period being a "Renewal Term") on the terms and conditions applobation 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 Agreemen kash website access terms and conditions as may be notified to the client; and the Ct Terms and Conditions as may be published by Telkom from time to time, and the Client rees 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, Telkon 4.2.1 Allocate a Business Number or Business Numbers through which Customers ma³ 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 Business Number or long which the clinical not usual presents at the describer shadows the service functionality to self 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 Clent, re-number, re-assign, re-allicate 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 man**ag** 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 tial Information.

confidential information. **4.2.3** Provide customer service support to the Client and address any issues escalated <mark>19</mark>

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

4.2.50 bett the client's Hadsh account with evable upon receipt on evalue part introger on the state of the s

4.3.1 Reconcile payments received on the T-kash System through its T-kash Partner acc41.4 to ensure that all payments are receipted;

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 2/1 in writing;

4.4 The Client undertakes that it shall at all times comply with bulletins or guidelines as may be not firefully a captabourise shirt in unlawful, harmful, threatening, abusive, harassing, to truous, defamatory, vulgar, obscene, libelious, invasive of another's privacy, hateful, the complex of the privacy o

writing;
4.4 The Client undertakes that it shall at all timescomply 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

S 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 verting 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 from, should be valid for the last 3 months.

Copy of VMT and/or PIN certificate where applicable

Copies of IDs and passor in thoto of directions or persons playing an equivalent role.

Copies of IDs and passor in thoto of directions or persons playing an equivalent role.

Proof of account details (Canceled reformer (Merce and approver roles)

Proof of account details/ Cancelled cheque (Where applicable) Completed board resolution or personal declaration forms by directors or persons in equivalent

s. opletion of AML Question naire (For Financial Institutions)

• Completion of AML Questionnine (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 Cient, shall activate the Client's Account, if the Client fails to produce the necessary KYC documents asset 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 claimagainst Telkom under this faregreenet.

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, shall, having due regard to the circumstances of the erroneous payment, complete

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

7.1 If Everwise shall be subject to the Charges and Iransaction 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

without limitation formation 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 that it shall have obtained or received from the other Party that 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 epresentatives involved in the implementation off this Agreement and who have priority to know the same; without the other Party's written consent, and to use the Information called in consent and to use the Information called in the Information ca

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

subsist without limit in point of time. 9.0INDEMNITY & LIMITATION OF LIABILITY

9. In Nither Party makes any representation, nor gives any warranty or guarantee of any nature what soever 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 amterial 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 daim in respect of any matter arising from any person's conduct, provided that the liability has neb been incurred directly through any default either Party in relation to its obligations under this Agreement.

such erroneous transaction upon notification by the Client; The Client's hardware, software or internet provider's service is not functioning properly; The transaction is unauthorised or fraudulent; The transaction detals received do not contain the correct information; the Gent'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 Whout prejudice to any other provisions of this Agreement, each of Telkom and the Quient 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 suffered 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. such erroneous transaction upon notification by the Client; The Client's hardware, software or

re by any person

10 SUSPENSION

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

11 TERMINATION

11.1 Termination on Notice 11.1.1, If either of the Parties commit

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 falls 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 Barty of such written notice and the Aggrieved Party shall be entitled to hold the Defaulting Party of such written notice and the Aggrieved Party shall be entitled to hold the Defaulting Party of such a such party of such termination.

11.12 Either Party may terminate the agreement by giving thirty (30) days prior written 24 tice irrespective of whether the other Party is in material breach of this Agreement or not. 24.1

11.2 Termination by Telkom

11.2.1 Notwithstanding the generalty of the foregoing. Telkom may terminate this Agreement in furtherance of any urlawfulor criminal activity, including without limitation, tax evasion, money laundering or terrorism funding activities. mits a breach of any material obligation imposed on it in terms

laundering or terrorism funding activities.

11.2.2 Telkom may terminate the agreement if the Partner account remains inactive for a period

11.2.2 leakm may terminactive agreement it nies around account remains inactive for a perior of six (6) months. For the avoidance of doubt, an inactive Partner account includes on a publish has not had any activity over a continuous period of six (6) months.

11.3Termination 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 and the advertised the advert 12TAXES

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

th income. .2 Telkomshall not be liable to the Client for any disclosure to the relevant tax authority and Client hereby indemnifies Telkomfrom any loss or damage arising from such disclosure to 25.3 14.2. (elemonsna) not be lable to the cleart or any disclosure to the reevant tax authority and the Client hereby indemnifies Tekomfrom any loss or damage a rising from such disclosure to the relevant taxing authority.
12.3 It is the Clent'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. Tekom shall not be doligated to determine whether taxes apply, and is not responsible for collecting,

shall not be deligated to determire 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 elevies imposed on a Party or on a Party's performance of its obligations under this Agregment (including income taxes, VAT, Excize Tax and Withholding Tax) shall be paid by that Party, it being solely the Party sobligation to collect and remit such taxes to the relevant tax authority.

13 PROHIBITED USAGE & CONDUCT

or racially, ethnically or otherwise objectionable; Impersonate any person or entity, including, but not limited to, a Telkom telepise in fellow user, or fakely utter or otherwise misrepresent your affiliation with a person or

entity;

Forge headers or otherwise manipulate identifiers in order to disguise the origing 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 aereements).

agreements; Conduct any business that infringes any patent, trademark, trade secret, copyright other proprietary rights ("Rights") of any party; Conduct any business whether solicited or unsolicited, relating to or remote connected to SPAM, Jurk mall, pyramid schemes, pornography or any other form

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

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 or or disobeys any sequirements, procedures, policies or regulations of networks connected to the Service.

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 party persons or ntities without the express written consent and approval of Telkom

 $\textbf{13.2} \ \textbf{L} \ \textbf{is heeby aknowledged} \ \textbf{and} \ \textbf{agreed that Telkom may preserve the Client's Confidential Information and may also disclose the Client's Confidential Information in frequired to doso by law or in good faith belief that such preservation or disclosure is reasonably necessary to:$

in good after beine 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

La 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 not filed to you by Telkom for any disputes, daims or to report account discrepancies or system issues. Telkom Customer Care shall handle the report in accordance with Telkom's standard complaint handling procedures.

8.2 Ite Parties hereby undertake to each other, to make all relevant Workers and agents aware continuing 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 dause.

This Agreement shall be governed and construed in accordance with the laws of Kenya. The place of jurisdiction for any dispute raising out of or in connection with this Agreement shall be Kenya. For the avoidance of doubt, it is hereby stated that the confidentiality provisions contained in Any dispute and/for matter of difference that arises betweenthe parties regarding any aspect of this this clause shall, notwithstanding the termination or expiration of this Agreement, continue to Agreement, shall be settled, if possible, in an amicable way by mediation between the parties. Agreement shal be settled, if possible, in an amicable way by mediation between the parties. If any dispute, daims or other matters shal a fixe whether during the continuance of this Agreement or upon or after its determination between the parties hereto touching or concerning this Agreement are a 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.

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 that hose expressly set forth herein and therein. This Agreement supersedes all prior negotiations, agreements, and undertakings between the parties with searcet it ouch matter.

Agreement.

3.3 Without prejudice to the foregoing, the Ciert shall indemnify and keep Telkom indemnified from, defend Telkom against, and pay any final judgment awarded against Telkom, resulting from any daimby a Customer a sing from such Customer's use of the Services leading to loss or damage is attributable to the 18em's 17 ANNOUNCEMENTS.

3.4 Telkom shall not be liable to the Cient on the T-kash System.

3.4.1 The Transaction arount rought by the Customer is below the minimum or above the maximum limits for transaction south the System as set out in Schedule 1 (Charges and Fransaction Volus), seezet where the Client makes a request to Telkom for hanges to the minimum or maximum amount, which variationmay be made at the sole discretion of Telkom wrong T-kash Partner account Telkom shall, where possible, use its best endoavourstoreverse to the remarkable partners are count Telkom by the Order of the Cient of the

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 deliwered or sent by mail, registered or certified, return recept 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

deemed an original, but all of which together constitute one and the same agreement 22 WAIVER This Agreement may be executed simultaneously in two counterparts, each of which shall be

22 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 σ 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

24 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 Telkom and Client. 25 FORCE MAJEURE

25 FORCE MAJEURE

Notwithstanding any provision contained in this Agreement, neither party shall be liable to the other to the extent fulfilment 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 dass of causes hereinbefore 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 The partiesshal comply with all legal requirements applicable to their ole in effecting Iransactions. 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 (iii) has ever been charged, convicted of (or pleadedguilty or no contest to) any crime relating to fraud, embezglement, theft, money laundering, financing terrorismor terrorist organizations, importing illegal alliens, 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 ceases to be true.

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, Tekommay, within the confines of the law, at any time submits such informations at 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 Tekom reasonably requests for the purposes of complying with such legal or

information that Tekom 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 their temal 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 Tekom 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, licences and authorisations required for the performance of its obligations under this Agreement. This Agreement may be signed in any number of counterparts, all of which shall constitute one and

the same instrument.

re	Designation:
or	Signature:
ly of	Date:
٥.	Company stamp:
ny ne ne	Duly authorized on behalf of Telkom
	Signed by(Name):
or ies	Designation:
	Signature: