

T-kash MERCHANT SERVICE APPLICATION FORM

SERVICE REQUEST FORM

Company Pron	ie		
Company Name	e:		
		Postal Code:	
		Telephone No.2:	
Office Email Ad	ddress:		
PIN Number:		Region:	
Type of Busine	SS:		
Trading for:		nths	
Type of Service			
	. requested		
Merchant:			
Transaction Vo	lume		
Frequency of S	ervice Daily We	eekly Monthly	
Average No. of		Average Value	
Transactions pe	er L.L.L.	per Transaction	
Frequency		(Ksh)	
Contact Detail	s		
	. 5		
Name of Conta	ct Person:		
Telephone Number:			
Email Address:			
I-Kasn Nomina	ated Number:		
Payment Detai	ls- Authority for Debit Order		
Account Name:			
Account Holder's Name (Name of Applicant Entry):			
Customer Decl			
Signed this	day of	20	
Authorised Signatory Name:		Signature:	
2nd Authorised Signatory Name:		Signature:	
For Official Pur	poses Only		
Decited Marketine		TDD:	
Regional Manager:			
	stration Manager:		
Sector:	Financial Service and Insurance	NGO, Diplomatic Missions PUBLIC	
	Manufacturing and Allied	Media, Insurance & Education P&C	

AGREEMENT

AGKELMENI
This Agreement together with the annexes hereto (together "the Agreement") contains
the complete Terms and Conditions that apply to Customer's participation in Tekoms
Mobile Money payment system (herein aher Merchant Services) and supersedes all other
Agreements entered into between the Customer and Tekom in relation to the provision
of Teklom Mobile Money Merchant Services. By executing this document the Customer
agrees and ammaftively 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.

1. DEFINITIONS AND INTERPRETATION

1.1 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 a gazeted public holiday within the Republic of Kenva:

"Business Number" means a desfination code or numbering plan created by Telkom for the identification of Telkom Mobile Money Merchant Accounts;

includar incardit or fedom income worley west can recome;

"Cash" means currency notes and coins constituting the legal tender of the Republic of
Kerrya which as the context requires; may be offered by a Customer in exchange of EValue through the Telkorn Mobile Money system and subsequently credited to
Customer's Telkorn Mobile Money Merchant Account; and may be paid to the Customer
pursuant to a Whithdrawal Request instruction given by the Customer to Telkom;

pursuant to a Withdrawal Request Instruction given by the Customer to Telkom; "Confidential Information" neans, without limitation, all information, sohware, data, manuals, concepts relating to marketing methods, products, developments, business and hanadia affairs and trade scores, and other information of value to a Party, and not generally known, (whether or not designated as "conhedratial information" by any Party and whether written, oral or in electronic form) and any other information clearly designated by a Party as "conkedential information" or that is evidently conhedential by its nature or the nature of the disclosure, and includes the terms of this Agreement;

Customer" mera a Takom Mobile Money user who uses the Takom Mobile Money System to pay bills and "Oustomers" shall be construed accordingly; "E-Value" means the electronic value issued by Takom and representing an entitlement to an equivalent amount of the Cash held by the Custodial Trustee in respect of the acqualishin of such electronic value.

"Effective Date" means the date upon which the Customer's Telkom Mobile Money Account is activated by Telkom:

Account is activated by Telkom;

"EFT" means Electronic Funds Transfer of the Customer's enfittement to Cash held in its Telkom Mobile Money Account, from the Trust Account to the Customer's designated bank account and includes Real Time Gross Settement transfers;

"Intellectual Property Rights," means, in respect of each Party, such Party's proprietary rights, filte and inferest 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 firme aher the Effective Date;

Date; "Telkom Mobile Money Merchant Account" or "Telkom Mobile Money Account" means the account belonging to the Customer created in the Telkom Mobile Money system which pode funds collected firrough the Telkom Mobile Money Merchant Service; "Telkom Mobile Money Service" or "Telkom Mobile Money Merchant Service" service; "Telkom Mobile Money Merchant Service" or "Telkom Mobile Money Merchant Service" or "Service" means the mobile money transfer service provided by Telkom and envisor adjudied this Agreement (Including the procedure, systems, and sohware that Telkom has developed; through which Customer can make payments to the Merchant functionality (irrespective of whether or not the payment is in respect of the settement of an obligation or the creation of alkability).

or the creation of a liability; "relikom Mobile Money" means the system operated by Tekom providing the Tekom Mobile Money Services and "Tekom Mobile Money Lest" means either The Customer or the outsiner perhopoling in the Tekom Mobile Money Services and "Tekom Mobile Money System;" "Tekom Mobile Money Website" means the site located at http://www.tekom.co.ker.

"MSISDN" means the Mobile Subscriber Integrated Services Digital Network Number issued to the Telkom Mobile Money User which uniquely identifies the Telkom Mobile Money User on the Telkom Clobal System for Mobile Telecommunication GSM Network and is used to connect the Customer with other subscribers and includes a PIN Unlocking Key, ("PUIK") 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 slipulated from time to Time by Telkom.

"Territory" means the Republic of Kenya;

"Transaction" means any movement of E-Value from and to the Customer pursuant as per the instructions initiated on the Telkom Mobile Money System and includes reversals.

per the instructions initiated on the Telkom Mobile Money System and includes reversals.

"Trust Account" means the trust account comprising Cash held in a commercial bank by the Custodial Trustee for and on behalf of all Telkom Mobile Money users.

"Trustee" means such person or legal entity appointed by Telkom under a declaration of Trust and in whose custody the Cash in the Telkom Mobile Money System is held in a commercial bank account infacordance with the trusts declared by the Trust Deced.

"Trust Deced" means together the Declaration of Trust executed by the Trustee constituting the trusts under which the Trustee helds all amounts of Cash received for the Account of each system participant in trust for you por the Terms and Conditions therein specified.

"Whithdrawal Request Instruction" means an instruction given to Telkon by the Customer and Conditions therein appeals the Customer's Telkom Mobile Money Account and to send it by EFT to the nominated account.

- 1.2 In this Agreement (including the recitals), unless the context otherwise requires:
- 12 III was Squedie in the design as the linduced the plural and vice versa and reference the masculine gender shall include a reference to the feminine gender and neuter arrive versa:
 1.2.2 References to clauses are references to the dauses of this Agreement;
- 12.3 References to "Parlies" shall mean the parlies to this Agreement being Telkom and the Customer and to "Parly" shall mean either of them as the context may indicate:
- 1.2.4 The expression "person" includes a natural person, body corporate, unincorporated venture, trust, joint venture, association, statutory corporation, state, state agency, governmental authority or hrm; and
- 1.2.5 Headings to clauses are used for convenience only and shall not affect the construction and interpretation of this Agreement.

construction and interpretation of this Agreement.

Subject to the provisions for eafier termination as provided in this Agreement, this Agreement shall be for an initial pariod of twelve (1/2) months (the "Initial Term") from the Effective Date. Upon eyering of the Initial Term, this Agreement shall askindinglay review for a further periods of twelve (1/2) months each (each period being a "Renewal Term") on the Terms and Conditions appearing herein or as may be amended in writing unless terminated in accordance with the terms of this Agreement.

3. OPERATION AND SCOPE

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- **EHATION AND SCOPE**
 Use of the Tekom Mobile Money Service by the Customer shall be subject to the Terms of this Agreement; the Tekom Mobile Money website access Terms and Condifions as may be nofilied to the Customer; and the Customer Terms and Condifions as may be published by Tekom from firme to firme, and the Customer hereby agrees to abide by the Tekom Mobile Money operational procedures as may be prescribed by Tekom from firme to firme.
- With effect from the Effective Date and for the duration of the Initial Period, Telkom
- Statu.

 Grant secure access rights to the Telkom Mobile Money Website through which the Customer may manage its Telkom Mobile Money Merchant Account. For the avoidance of doubt, the Telkom Mobile Money Website is proprietary and any material downloaded from it (including but not limited to statements, screen shots, etc.) shall be Confidential Information.
- 3.2.2 Provide customer service support to the Customer and address any issues escalated by the Customer.
- 3.2.3 Provide customer service support to Customers using the Telkom Mobile Money Merchant Service;
- Merchant Service;

 3.2.4 Credit the Culstomer's Telkom Mobile Money Account with E-Value upon receipt of E-Value paid through the Telkom Mobile Money System by Customers;

 3.2.5 Prepare on demand and in any event, not later than seventy two (72) hours,(the "Seltement Period") an EFT of the Cash equivalent of accounde E-Value (less any charges and commissions) to the Customer upon receiving a Withdrawal Request Instruction PROVIDED AUM'NS that where such instruction is made on any day preceding a weekend or a public holiday, computation of the Seltement Period shall commence on the next Dusiness Day.
- With effect from the Effective Date and for the duration of the Inifial Term, the Customer shall-
- Custorities stellar.

 Reconcile payments received on the Telkom Mobile Money System through its Telkom Mobile Money Merchant account to ensure that all payments are receipted; Inflittle Withdrawal Request instructions to Telkom for redemption of accound E-Value;
- 3.3.3 Authorise Telkom to debit charges and commissions to its Merchant account for providing the service;
- Comply with Telkom's fee schedule for using the Telkom Mobile Money Merchant Service or as may be nofihed to it in wrifing:
- The Customer undertakes that it shall at all fimes comply with bullefins or guidelines as may be communicated by Telkom in wrifing from fime to fime.
- The Customer's customer service information and registration particulars for the purposes of this Agreement are as set out in Schedule 3 and Schedule 4 respectfuely.

4. ACTIVATION OF MERCHANT ACCOUNT

- This Agreement will come into effect upon activation of the Telkom Mobile Money Merchant Account by Telkom following the passing of all KYC veling procedures conducted on the Customer by Telkom.
- Prior to activation of the Telkorn Mobile Money Account, the Customer shall ensure it has provided Telkorn with the requisite Know Your Customer (KYC) documents listed herein;
 - Copy of ID for the Director

 - Cerfihcate of Incorporation/registration
 - PIN Cerfihcate & VAT
- Tructulinitiate & VAI
 Crossed cheques for billers/merchants moving money to their bankaccount
 Telkom shall carry out the necessary due diligence following which, if safished as to
 the sunciency of the KYC documents provided by the Customer, shall activate the
 Customer's Merchart Account.
- customer's Merchard Account.

 If the Customer fails to produce the necessary KYC documents as set out in 4.2 above, or fails to satisfy the minimum KYC requirements. Telsom will refuse to advise the Telsom Mobile Money Merchard account and accordingly advise the Customer as such (in which case this Agreement shall be null and void, For avoidance of doubt, Telsoms refusal to activate the Telsom Mobile Money Merchard account shall neither confer on the Customer any right to contest Telsom's decision nor give rise to any legal datain against Telsom under this Agreement.

5 REVERSALS

- The Customer shall within a reasonable period (but in any event no later than 72 hours) inifiate and complete reversal transactions where a payment made to it is manifestly made in error.
- Where the Customer fails or refuses to complete the reversal in accordance with clause 5.1, Telkom shall, having due regard to the circumstances of the erroneous payment, complete the reversal
- Where a dispute in relation to a reversal arises, Telkom may suspend the Customer's Telkom Mobile Money Merchant account to facilitate an amicable resolution of the

6 SERVICE FEES

- 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 Parfies).
- Telkom may by nofice and from fime to fime vary the Charges and Transaction
- Amounts to be transacted by Customers using the Telkom Mobile Money System as subject to transaction and account limits set on the Telkom Mobile Money System as object to transaction and account limits set on the Telkom Nobile Money System as the Telkom in willing from time to time.

CONFIDENTIALITY

Party undertakes 7.1.1Tokeep conhidential all information (writer, including without limitation to information ontained 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");

intormation");
Not to disclose 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 writen consent, and

To use the Information solely in connection with the implementation of this Agreement and not for its own beneht or for the beneht of a third Party

The Parties hereby undertake to each other, to make all relevant Workers and agents aware of the confidentiality of Information and the provisions of this clause and without prejudice to the generality of the foregoing to take all such steps as shall from firme to firme 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 conhidenfiality provisions contained in this dause shall, notwithstanding the termination or expiration of this Agreement, confinue to subsist without limitation at any point in fime.

8 INDEMNITY & LIMITATION OF LIABILITY

- 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.
- any other aspect thereof other than that provided for in this Agreement; Each Pany shall indemnify the other, and keep each other indemnihed, from and against any and all loss, damage or liability, whether oriminal or civil, suffered, any legal fees and costs incurred by the other resulting from an 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 mater arising from any persons conduct, provided that the liability has not been incurred directly through any default either Party in relation to its obligations under this Agreement.
- oeraut ettner Party in relation to its obligations under this Agreement.
 Without prejudice to the foregoing, the Customer shall indemnify and keep Telkom indemnified from, delend Telkom against, and pay any hinal judgment awarded against Telkom, resulting from any claim by a Customer arising from such Customers use of the Services leading to loss or demage where the province cause of such loss or damage is attibulable to the Customer's negligence, reclessness, indifference, delay or failure to receipt or credit a Customer's account with payment after the Customer has effected payment to the Customer on the Telkom Mobile Money System.
- Money System. Telkom shall not be liable to the Customer or any other person where:
- 8.4.1 The Transaction amount sought by the Customer is below the minimum or above the maximum limits for Transactions on the Telcom Mobile Money System as set out in Schedule 1 (Charges and Transaction Values) except where the Customer makes a request to Telkom for charges to the minimum or maximum amount, which variation may be made at the sole discretion of Telcom;

vanation may be made at the sole discretion of Telkom;

The Customer's hardware, sohware 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 Customer's receipt of funds is intercepted by due legal process or other encumbrance restricting the transfer (e.g. security reasons); or Unforceseen circumstances prevent the execution of the Transaction despite any reasonable precautions taken by Telkom.

- Without prejudice to any other provisions of this Agreement, each of Telkom and the Customer 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:
- 8.5.1 Any breach or non-compliance with any terms of this Agreement; or,
- 8.5.2 Any infringement or alleged infringement of any intellectual property rights relating to the use of any sohware by any person.

9 SUSPENSIONS

Taken with reasonable notice where gradicable, suspend the availability of the Service to the Quagner who if or partially for any valid reson, and unduring but not limited the Company of the Company

10.1 Termination on Notice

If either of the Parlies commits a breach of any material obligation imposed on it in Terms of this Agreement (hereinaher the "Defauilling Parry"), and fails to remedy such breach within a period of 30 (hirty) days from the date on which writen notice is given to the Defauilling Parry, thereinaher the "Aggrieved Parry") requiring the Defauilling Parry to remedy the breach, then the Aggrieved Parry shallbe enlitted to terminate this Agreement on the expression of such writen notice and the Aggrieved Parry shallbe enlitted to terminate this Agreement on the expression of such expressions and the Aggrieved Parry shall be enfined to hold the Defauilling Parry liable in damages as a result of such termination.

Either Party may terminate the Agreement by giving thirty (30) days prior writen nofice irrespective of whether the other Party is in material breach of this Agreement or not.

- pective of whether the other Party is in material breach of this Agreement or not.

 Terminafion by Telkom

 I Notwithstanding the generality of the foregoing, Telkom may terminate this

 Agreement immediately if the Customer uses or is reasonably suspected of using

 the Telkom Nobible Money Service in furtherance of any unlawful or criminal adfivity,

 including without limitation, tax evasion, money laundering or terrorism funding

 activities.
- outvilles.

 The Agreement if the Merchant account remains inactive for a period of six (6) months. For the avoidance of doubt, an inactive Merchant account includes one which has not had any credit entries over a confinuous period of six (6) months.
- 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 confinue or take effect after expiration or termination.

11 TAXES

- The Customer undertakes to declare all income resulfing from or in consequer of using the Telkom Mobile Money Merchant Services to the relevant tax, authority at to pay all taxes levies and fees due on such income. Telkom shall not be taked to pay all taxes levies and the service of the taxes of the services of th
- It is the Customer'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. Tellown shall not be obligated to determine whether taxes apply, and is not responsible for collecting, reporting, or remiting any taxes arising from any transaction.
- 11.3 Without prejudice to the generality of the foregoing, any taxes, charges, imposifions or levies imposed on a Party or on a Party's performance of its obligations under this Agreement (including income taxes, VAT, Exisce 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.

12 PROHIBITED USAGE & CONDUCT

You agree to not use the Telkom Mobile Money Merchant service to:

Conduct any business that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; Impersonate any person or enfity, including, but not limited to, a Telkom omcial, fellow user, or falsely uter or otherwise misrepresent your amliafion with a person or enfity;

Forge headers or otherwise manipulate idenfihers in order to disguise the origin of any Content transmited through the Service;

any Contrast transmitted through the Service;

Conduct any business that causes or permits the uploading, posfing, 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 holicary relationships (such as inside information, proprietary and conhiderital 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, relafing to or remotely connected to SPAM, junk mail, pyramid schemes, pornography or any other form of

Conduct any business that causes or permits the uploading, posting, enailing transmission or otherwise making any material that contains sonware viruses or any other computer code, hies or programs designed to interrupt, destroy or limit the functionality of any computer solware or hardware or telecommunications equipment.

equiprineria,

Conduct any business that interferes with or disrupts the Service, 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 interficiently or uninterificially violates any applicable local uniform that interficiently of uninterificially of united final to laws and regulations local uniform that interference of the properties of the properties

aggregate payments or create 'collection accounts' on behalf of third Party persons or entities without the express writen consent and approval of Telkom.

or entities without the express writen consent and approval of Telkom. It is hereby acknowledged and agreed that Telkom may preserve the Customer's Conhdenfail Information and may also disclose the Customer's Conhdenfail Information if required to do so by law or in good faith belief that such preservation or disclosure is reasonably necessary to; (a) compty with legal process; (b) enforce the Terms of this Agreement; (c) respond to claims that the Customer's use of the Telkom Terms of this Agreement (c) respond to claims that the Customer's use of the Telkom property, or personal safety of Telkom, its subscribers and the public. Victor of the property or personal safety of Telkom, its subscribers and the public. Victor is the property of t

13 COVERNING LAW AND JURISDICTION

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

14 DISPUTE RESOLUTION

Tellourn shall decicate a customer service line for the resolution of any issues perfinent to Tellourn Mobile Money Services. You may contact Tellourn Customer Care on the decid line as may be notified to you by Tellourn for any disputes, daims or to report accid discrepancies or system issues. Tellourn Customer Care shall handle the report accordance with Tellourn's standard complaint handling procedures.

This Agreement 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 mater of difference that arises between the parfies regarding any aspect of this Agreement shall be setled, if possible, in an amicable way by mediaflor between the parfies.

between the parfies. If any daybut, claims or other maters shall arise whether during the confinuance of this Agreement or upon or aher its determination between the parfies hereto louching or concerning this Agreement or as to any other mater in any way connected with or arising out of or in relation to the subject mater of this Agreement and such dispute is not mutually seled between the Parfies, the dispute shall be referred to Arbitration presided by a single Arbitrator appointed in accordance with the rules of arbitration in Kenya; settement of such disputes shall be in accordance with the said rules and will not prevent either Party from seeking interim relief on an urgent basis from a Court of competent jurisdiction, pendingthe decision of the Arbitrator referred hereit.

15 ENTIRE AGREEMENT

15 ENTIRE AGREEMENT This Agreement, together with the schedules hereto constitutes the enfire Agreement between the Customer and Telkom with respect to the subject mater hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth herein and therein. This Agreement supersection all prior negotiations, Agreements, and undertakings between the Parfiels with respect to such mater. 16 ANNOUNCEMENTS

16 ANNOUNCEMENTS

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.

17 AMENDMENT

17 AMERIVAMENT I This Agreement, including its schedules may be amended by Telkom by way of bulletin, and notices. Customer acknowledges that such bulletin or notices shall be binding and shall have full legal force as if they were contained in this Agreement. 18 ASSIGNMENT

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

Except as otherwise specihed in the Agreement, all nofices, requests, approval consents and other communications required or permitted under this Agreement shall be return receipt or production of the productio

20 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.

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 subsisting breach or any other covenant. All waivers must be in wrifing and signed by the Party waiving its rights. 22 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 his thore and elefance.

Each Party intends that this Agreement shall not beneht, or create any enforceable right or cause of action in or on behalf of, any person or enfity other than the Telkom and 24 FORCE MAJEURE

- ONCE MAJECURE.

 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 recolution or other child 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, thes; koods; 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 herein before enumerated or not.
- 24.2 If any Force Majeure event occurs, the affected Party will give prompt writen nofice to the other Party and will use commercially reasonable efforts to minimise the impact of such event.

25 GENERAL

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

 22. Each of the Parlies represents and warrants that none of its Senior Omcers or Directors (i) has ever been convicted of any crime (other than minor transcriptions), and (iii) has ever been charged, convicted of or pleaded guilty or no contest to) any crime retailing to fraud, entbezziernent, their, money laundering, stolen property, or illegal drugs or other controlled substainces. Each Party shall, if required, nofity the other in wrifing within 48 hours aher any of these representations and warrantee cases to be true.
- representations and warranties ceases to be true.

 Legal or regulatory requirements may require Telkom to obtain and report certain information about the operation of the Customer's account. In order to comply with my such legal or regulatory requirements. Edward may, within the technical control of the customer's account. In order to comply with any such legal or regulatory authority. The Customer shall assist Telkom in complying with any such legal or regulatory requirements and shall deliver promptly any information that Telkom resconably requirements for the purposes of complying with such legal or regulatory requirements.

 None of the Parties shall at any time outside the control of the customer to the control of the control o
- regulatory requirements.

 None of the Pariles shall at any firme publish or cause to be published either orally or in wrifing to any other person whatsoever (including to the public or any section of the public) any information concerning this Agreement or any other information or any nature whatsoever concerning either Party or any other mater regarding the internal affairs of either Party, whether such information or mater is stated to be confidential or not, without the express writer permission of the other Party. This Pariles 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 Parfies shall, at its expense, obtain and renew, in accordance with any law or regulations for the firme being in force, all permits, licences and authorisations required for the performance of its obligations under this Agreement.

25.6 This Agreement may be signed in any number of counterparts, all of which shall consfitute one and the same instrument. WVe Limited. Hereby conhrm and duly authorise 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.

gned by (Name):	
esignafion:	
gnature:	
ate:n behalf of Telkom Mobile Money Agent	
gned by (Name):	
esignafion:	
gnature:	