



Agent Application Form

NEW FORM ☐AMENDMENTS ☐

AGENT NAME

ALL QUESTIONS ARE MANDATORY

Merchant ☐Ordinary Agent ☐Super Agent ☐**CONTACT PERSONAL DETAILS**

Name of Agent Contact Person

Phone No.

IDNo.

Name of E PAY Contact Person (Initiator)

Phone No.

IDNo.

BUSINESS DETAILS

PLEASE ATTACH COPIES OF IDs CERTIFIED BY A COMMISSIONER OF OATHS

Postal Address

City/Town

District

Physical Address of Head Office

(Please attach sketch Map of your Physical Address)

Office Phone No.

Fax No.

Email

Type of Business

(e.g E Pay Dealer, Fuel Retailer, Bank etc)

Number of Employees

How long the Business has been Running

Business Registration No.

VAT No.

BUSINESS ENTITY REQUIREMENTS

CHOOSE YOUR TYPE OF BUSINESS AND TICK OFF IF YOU HAVE SUBMITTED THE REQUIRED DOCUMENTS

- ☐ SOLE PROPRIETOR
☐ COOPERATIVE SOCIETY
☐ PARTNERSHIP
☐ PRIVATE COMPANY
☐ PUBLICLY LISTED
☐ OTHER REGISTERED BODIES

| Financial Statement | Proof of Residential /Physical Address | ID of Shareholder /Director | VAT Registration | Certificate of Incorporation or Registration | Authority To Act / Power of Attorney | Board Resolution Partnership Agreement |
|--------------------------|--|-----------------------------|--------------------------|--|--------------------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

AGENT ASSISTANT DETAILS

Full names

Date of Birth

ID No

Qualifications

Signature

Date

Phone No

Email address

Full names

Date of Birth

ID No

Qualifications

Signature

Date

Phone No

Email address

BANK DETAILS FOR PAYMENTS

Bank Name

Branch

Account No.

Account Name

PERSONAL REFEREE

Full Names

Relationship to Person

Address

Email

Phone No

BUSINESS REFEREE

Business

Contact Person

Reference/Account No.

Address

Email

Phone No

LOCATION QUESTIONS

Is there sufficient network coverage in the area?

YES

NO

Are your business premises safe and secure?

YES

NO

Are you in a position to issue cash withdrawals?

YES

NO

Would you agree to E Pay conduction audits on your business?

YES

NO

Average number of customer transactions per day? (for the current business)

E PAY ADMINISTRATOR DETAILS

Name

Agent's Address (if different from above)

ID No

Email

Phone No

Date

Signature

INTERNAL USE

Received By,

Date

Signature

Reviewed by,

Date

Signature

Approved by,

Date

Signature

Executed by/data entry,

Date

Signature



Epay Mobile Agent Terms and Conditions

This agreement is made the.....day of..... 20..... (The "Effective Date")

PARTIES

Epay Limited whose registered address is P.O. Box E717 Post Dot Net, ECS House, Kanjedza Forest, Off Dunduzu Road (hereinafter called "EPAY" which expression shall where the context so admits include its successors and assigns); and.....operating from.....at.....in the Republic of Malawi (hereinafter called "the Agent" which expression shall where the context so admits include its successors and assigns).

Thus signed on theday of.....20.....

WITNESSES

1.....

2.....

AUTHORISED SIGNATORIES FOR THE AGENT

WHEREFORE IT IS AGREED:

1. DEFINITIONS

- 1.1 In this Agreement, unless the context requires otherwise, the following terms and expressions shall have the meanings ascribed hereto:
- 1.2 "Agent" means an entity or person registered with or authorized by EPay to engage Customers and carry out Agent services.
- 1.3 "Super-Agent" means an entity or person registered with or authorized by EPay to engage Customers, carry out Agent Services and provide liquidity and further service to Agents.
- 1.4 "Agent's Mobile Money Account" means a Mobile Money Account or wallet opened in the name of an Agent.
- 1.5 "Agent Services" means such services and functions as shall be undertaken by the Agent from time to time which shall include but not be limited to the upgrading of Customers wallet and facilitating Cash-in Transactions and Cash-out Transactions.
- 1.6 "Agreement" means this agreement and Schedules, annexure or attachments hereto.
- 1.7 "Balance" means the total E-Value outstanding to the credit of the Agent's E Pay Wallet.
- 1.8 "Cash Float" means the cash to be provided and maintained by the Agent at the Outlet for the provision of the relevant Agent Services.
- 1.9 "Cash-in Fee" means the fee payable by a Customer to E Pay for each Cash-in Transaction undertaken by the Agent at the Customer's request
- 1.10 "Cash-in Transaction" means the payment of cash by a Customer to an Agent for the purchase of E-Value from the Agent to be credited to a E Pay Account.
- 1.11 "Cash-out Fee" means the fee payable by a Customer to E Pay for each Cash-out Transaction undertaken by the Agent at the Customer's request.
- 1.12 "Cash-out Transaction" means the process of redeeming E-Value from a Customer's Mobile Money Account for cash from an Agent.
- 1.13 "Commission" has the meaning specified in Clause 5.1 and includes all applicable taxes
- 1.14 "Confidential Information" means all trade secrets, know-how, information and data relating to the E Pay services and all other confidential information disclosed by or on behalf of either Party
- 1.15 To the other including this Agreement.
- 1.16 "Confirmation SMS" means an SMS containing a summary of the transaction details which is delivered to both the Originating Party and the Recipient upon successful conclusion of a Transaction.
- 1.17 "Contract Period" means the initial period of Twenty four (24) months from the Effective Date unless earlier terminated. This agreement shall
- 1.18 automatically be renewed for further periods of Twenty-four (24) months.
- 1.19 "Customer" means any person (including the Agent) in whose name a E Pay Account or Wallet is registered.
- 1.20 "Customer Upgrade" means the process upgrading from a lower limit customer wallet to a higher limit customer wallet.
- 1.21 "E-Value" means the electronic value recorded in a customer's mobile money account, such representing the Customer's

entitlement to an equivalent amount of cash held in the Trust Account.

- 1.22 "ID" means the Customer's recognized Malawian identity document such as; National ID or passport for foreign nationals.
- 1.23 "Liquidity" means cash or e-value on hand.
- 1.24 "Minimum Balance" means the E-Value determined by the Agent to maintain in its EPay account.
- 1.25 E Pay " is a mobile money Limited company.
- 1.26 "Mobile Phone" means the Agent's mobile phone handset.
- 1.27 "MSISDN" means the "Mobile Subscriber Integrated Services Digital Network Number" issued to a customer with the SIM Card, and corresponding identity number and PUK code for accessing the Mobile Network.
- 1.28 "Outlet" means the physical address or premises where the Agent carries on business and provides the Agent Services.
- 1.29 "Originating Party" means the person who initiates a mobile money transaction whereby E-Value is transferred to a Recipient.
- 1.30 "Party" means a party to this Agreement and "Parties shall be construed accordingly.
- 1.31 "Payment" means the payment of money by the Agent to E Pay for the purchase of an equivalent amount of E-Value.
- 1.32 "PIN" means a four (4) digit personal identification number being the secret code that the Agent chooses to access and operate the Agent's Mobile Money Account.
- 1.33 "Recipient" means a Customer (which may include the Agent) designated by the Originating Party to receive E-value
- 1.34 "Recycling" means movement of e-value from an Agent wallet to another Agent wallet or Customer wallet then back into the originating Agent wallet.
- 1.35 "Registration Form" means the structured registration form setting out the required Customer registration details.
- 1.36 "SIM Card" means the subscriber identity module issued by Network providers which when used with the appropriate mobile money equipment enables a Customer to use the Mobile Money Services.
- 1.37 "SMS" means a short message service consisting of a text message transmitted from one MSISDN to another.
- 1.38 "Supporting Documents" means all certified identification and other documents required to be submitted by an Applicant together with the duly completed registration form in support of their application for a Mobile Money Account.
- 1.39 "Transactions" means Cash-in, Cash-out, Token Redemption, Airtime top up and Bill Payment Transactions.
- 1.40 "Transaction fees" means the actual charges payable by Customers for use of the Mobile Money Services as published from time to time in the Tariff Guide or on E Pay website.
- 1.41 "Transaction Limits" means the limits placed by E Pay with respect to the value of the Transactions that may be effected by the Agent at the Outlet.

2. APPOINTMENT

- 2.1 E Pay hereby appoints the Agent as an independent provider, on a non-exclusive basis and the Agent hereby accepts such appointment to serve customers and provide mobile money support services in accordance with this agreement.

PREAMBLE

WHEREAS:

EPay Limited wishes to appoint the Agent and the Agent accepts the appointment as an independent provider of the Agent Services (hereinafter defined) to provide the Mobile Money Services as hereinafter defined. The Parties hereby agree to enter into this Agreement and be governed by the terms and conditions set out herein below.

- 2.2 Each Party shall comply with all applicable laws and regulations of carrying out its business.

3. SCOPE OF AGENT SERVICES

- 3.1 The Agent undertakes in accordance with the terms of this Agreement to:
- 3.2 Promote E Pay service to all customer where possible
- 3.3 Serve Customers with due care and diligence providing the service and other information about the E Pay service.
- 3.4 Efficiently upgrade Customers from entry level wallet to the relevant wallet for the Mobile Money Services.
- 3.5 Facilitate and undertake Cash-in, Cash-out, Token Redemption, Airtime top up and Bill Payment Transactions for Customers;
- 3.6 Perform such other services and functions ancillary to the above in connection with E Pay as may be specified by E Pay from time to time.
4. **AGENT'S RIGHTS & OBLIGATIONS**
- 4.1 In carrying out transaction under his agreement, the
- 4.2 Agent shall:
- 4.3 Comply in all respects and at all times with its obligations as set out in this Agreement and follow all procedures for the E Pay Service as set out in the Agent Manual.
- 4.4 On execution of this Agreement, if not already done prior to such execution, register with E Pay as an Agent and open a Mobile Money Account in its name (the "Agent's Mobile Money Account") by Completing, signing and submitting a Registration Form and other information as set out in Annexure A.
- 4.5 At all times, ensure that the operating capital (e-value in its E Pay wallet plus cash at the premises) does not fall below the Minimum threshold of MK500,000.00 (Five Hundred Thousand Kwacha) and to credit the account with sufficient e-value upon reaching the reorder level of MK100,000.00 (One Hundred Thousand Kwacha).

- 4.6 Facilitate Customer Upgrade and ensure that:
- 4.7 The Applicant is a E Pay Subscriber with an Active SIM Card;
- 4.8 the Registration Forms are completed accurately and signed by the Applicant;
- 4.9 all supporting documents submitted are complete and valid;
- 4.10 The details contained in each Registration Form are verified against the Supporting Documents;
- 4.11 copies of all Supporting Documents are verified against and conform to the originals thereof;
- 4.12 Ensure that the completed registration forms and certified supporting documents received by the Agent are delivered to E Pay within 7 (seven) days of submission for validation and processing.
- 4.13 Upon receipt of an applicant's registration form with all supporting documents, and subject to the provisions of clause 4.4, request E Pay to upgrade the Mobile Money Account in the name of the Applicant.
- 4.14 Use every effort to assist customers in the upgrade process and assess the applicable wallet limit of the customer's E Pay Account.
- 4.15 Decline to upgrade an applicant and not forward any requests to E Pay where the customer does not qualify in any way.

| | | | | | |
|------|--|-------|--|-------|--|
| 4.16 | Use the best efforts to ensure that it is in a position to undertake Cash-in, Cash-Out, Token Redemption, Airtime top up and Bill Payment Transactions requested by customers at all times during the Contract period. | 7.4 | Breach of this provision shall be a material breach which shall entitle E Pay to terminate the Agent's agreement without notice. | | declared or acknowledges that it is insolvent or otherwise unable to pay its debts as they become due or upon the filing of any proceeding (whether voluntary or involuntary) for bankruptcy, insolvency winding-up or other relief from creditors on the part of the other party; or |
| 4.17 | To maintain a minimum cash float of MK500,000.00 to facilitate cash-out transactions for customers or such other amount as may be set by E Pay from time to time as minimum balance in the Agent's E Pay account. | 8. | E PAY'S RIGHTS & OBLIGATIONS | | |
| 4.18 | Ensure that in undertaking any cash-out and token redemption transactions, cash payments are only made: | 8.1 | E Pay agrees to carry Out the following procedures and operations to facilitate the effective operation of the mobile money service: | 11.3 | forthwith without notice if any applicable regulatory or law enforcement authority initiates a regulatory or enforcement action or investigation against the other party which, in the reasonable judgment of the other party will materially impair the operation of the other party's services or the business reputation of the other party; |
| 4.19 | On sufficient sums being available in the Agent's cash float; and | 8.2 | Validate new mobile money accounts upon receipt of the relevant registration forms and supporting documents from the Agent duly completed. | | |
| 4.20 | On properly verifying the accuracy and completeness of the confirmation SMS. | 8.3 | Make available the required passwords or codes for the Agent to access the network for transactions in accordance with the Agent processes manual provided to the Agent on signing this agreement. | 11.4 | On failure by the Agent to cure lack of controls 30days after being served with notice by E Pay to implement controls, policies and procedures to avoid fraud or money laundering. |
| 4.21 | In the event that the Agent has insufficient cash available in its cash float to effect a cash-out or token redemption transaction, to decline to carry out any cash-out or token redemption transaction. | 8.4 | E Pay, reserves the, right to disconnect or bar the Agent from any further transactions where E Pay establishes on its own investigations that the Agent has assigned his card to a third party or where the SIM Card or connectivity is being used for unlawful purposes unlawfully or not Complying with the terms of this agreement and/or the mobile money Agent manual. | 11.5 | By E Pay, on failure by the Agent, upon 30 days notice to cure intermittent service from the Agent's outlet or failing to address Customer complaints about the Agent's service. |
| 4.22 | Only use E Pay Trademark or intellectual property to promote the E Pay services as the Agent provides the Agent services herein agreed. | | | 11.6 | On convenience by any party, on giving not less than Sixty (60) days' notice to that effect. |
| 4.23 | At all times comply with the terms of this agreement and the procedures set out in the E Pay Agent Manual as updated from time to time. The Agent shall request a manual from E Pay for the Agent's record where the same has not been provided. | 8.5 | E Pay excludes warranties of all kinds and shall not be liable for any costs, loss, liability or damage whether direct, special or consequential whatsoever and howsoever arising whether from any suspension or termination of this Agreement or otherwise. | 11.7 | Upon the termination of this Agreement or upon expiry of the Contract Period: |
| 4.24 | Notify E Pay of any event that may have a material adverse effect on the Agent's business and affect the Agent's operation or compliance of these terms Within 24hours of the event. | 8.6 | Provide the mobile money Agent manual to the Agent as soon as practicable after execution of this Agreement. | 11.8 | the Parties shall cooperate for a period of thirty (30) calendar days from the date of termination to ensure the prompt, orderly and efficient conclusion of their relationship and any pending matters, including, but not limited to: |
| 4.25 | Obtain and maintain all applicable licenses and permits required to conduct its business. | 8.7 | At any time during the Contract Period, to inspect the Agent's business premises and outlets to ensure compliance with this Agreement. | 11.9 | the completion of any Transactions or other process, payment, order, instruction, registration or other activity initiated prior to the date of termination with respect to the Agent Services and/or the E Pay services including the transfer of any funds relating thereto; |
| 4.26 | Not to assign this Agreement to any, third party without the prior written consent of E Pay. | 8.8 | Vary or amend the terms of this agreement with due notice to the Agent, and/or the mobile money agent manual and the rates at which the commission is payable. Amendments shall be communicated in a manner deemed reasonable by E Pay | 11.10 | the production of a final statement of account and reconciliation; |
| 4.27 | Not to appoint sub-Agents for the provision of the Agent Services without E Pay's prior written consent. | 9. | BRANDING, PROMOTIONAL MATERIAL AND INTELLECTUAL PROPERTY | 11.11 | the return or destruction of any and all Confidential Information and proprietary information. |
| 4.28 | Not transfer, sell or lent out the Agent simcard used for carrying out the Agent services under any Circumstance. | 9.1 | Epay shall provide the Agent with branding and advertising material at no cost, which material shall at all times remain the property of EPay returnable on demand or upon termination of this Agreement. | 11.12 | the Agent shall immediately cease to provide the Agent Services or perform any other service or function pursuant to this Agreement. |
| 4.29 | Not recycle e-value for purposes of earning commission within the Mobile Money system or through bank push and pull. | 9.2 | The Agent shall, on request from EPay, display such branding and advertising material as the Agent's operations may accommodate and in such manner as EPay requires to inform Customers of the EPay service. | 11.13 | EPay shall disable the Agent's access to the system and block any means of access to the EPay network. |
| 4.30 | Not split transactions for purposes of earning more commission. | 9.3 | The Agent shall promptly notify E Pay of any actual, threatened or suspected infringement or improper or wrongful use of any E Pay Trademarks & Trade Names or other intellectual property rights belonging to E Pay which comes to the Agent's attention or notice. | 11.14 | The Agent shall forthwith cease to use the EPay Trademarks & Trade Names or any other intellectual property of E Pay and shall immediately return to E Pay all promotional branding and advertising material as well as all confidential information in its possession; |
| 4.31 | Not charge Customers any fee outside the system charge. | 10. | LIMITATION OF LIABILITY | 11.15 | Subject to any rights of set-off accruing to E Pay, the Agent shall be entitled to receive any commission due to the Agent pursuant to this agreement which shall not have been paid prior to the date of termination and the Agent shall have no other claim whatsoever against E Pay whether in respect of any costs expenses or loss arising directly or indirectly from any loss of business or loss of goodwill. |
| 4.32 | Not relocate the Super-Agent/Agent outlet from the registered place of operation or assign the simcard without prior written approval from E Pay. | 10.1 | The Agent shall not be liable for any loss or damage that is occasioned to E Pay, where loss or damage is caused by an act that was beyond the Agent's reasonable control or where: | 11.16 | No Commission shall be payable to the Agent for any customer upgraded after the date of termination of this agreement. |
| 4.33 | Operate from 6:00am to 6:00 pm Monday to Friday and from 6:30am to 5:00 pm on weekend and public holidays or any operating time as agreed with E Pay from time to time. | 10.2 | Where loss or damage is caused by technological lapses, for instance where a customer unknown to the Agent simultaneously / concurrently succeeds in using the same authenticated PIN/ID to secure multiple payments from the Agent's operators. | 11.17 | Subject to any provision to the contrary, the termination of this Agreement shall not prejudice any rights of either Party which may have accrued prior to termination. |
| 4.34 | Hold in confidence all information, documentation, data, trade secrets and know-how disclosed to it by E Pay and all other confidential Information and not disclose to any other person or use confidential information other than in connection with the performance of this Agreement or any part thereof without E Pay's written approval. | 10.3 | Where loss or damage is caused by technical hitches, such as by lack of failure/ inadequacy of network coverage and breakdown of internet link(s) between the Agent, its branches/ operators and E Pay. | 12. | RIGHT OF SET-OFF |
| 4.35 | Comply with any instructions and/or directions that E Pay may give the Agent from time to time in connection with the provision of the Agent services and/or the Mobile Money Services and/or the mobile money services. | 10.4 | Where loss or damage is caused by fraudulent conduct of a E Pay Employee, | 12.1 | E Pay shall have the right to set-off any sums owed by it to the Agent against any sums due and owing from the Agent pursuant to the terms of this agreement PROVIDED THAT E Pay will give the Agent at least thirty (30) days prior written notice of the intended set-off. |
| 5. | FEES & COMMISSIONS | 10.5 | Where loss or damage is caused through the direct negligence and or acts of omission or commission of E Pay Or its employees. | 13. | FAILURE OR MALFUNCTION OF NETWORK |
| 5.1 | In consideration of the Agent providing the Agent services, E Pay will pay a commission for every successful upgrade of a Customer at the rates specified in Annexure B (the "Commission"). The commission due to the Agent will be paid in E-Value credited to the Agent's E Pay account upon validation of each account upgraded by the Agent. | 10.6 | Where there is a shortfall in the monies payable to a customer as a result of E Pay's revision of tariffs without adequate notice to the public. | 13.1 | Epay is not responsible for any loss arising from any failure, malfunction, or delay of or in any mobile network, the internet or terminals or any supporting or shared networks resulting from circumstances beyond EPay's reasonable control. |
| 5.2 | Agent fees or commission may be amended by E Pay from time to time without prior notice to the Agent. E Pay shall communicate to the Agent in any mode deemed appropriate within 7days of the change in charges. | 10.7 | The Agent will however indemnify: | 14. | GENERAL |
| 5.3 | All payment of Commission to the Agent shall be paid net of tax as required by law. | 10.8 | Customers to the full extent of the monies received from them in lieu of provision of E Pay services on underpayment or loss or miss-placement of the customer's money, provided the same are confirmed and documented to have been received by the Agent. | 14.1 | This agreement and the Mobile Money Agent Manual constitutes the entire agreement between the Parties and supersedes any previous agreement or relationship of whatever nature between the Parties in respect of the Agent Services or E Pay Services. Subject to clause 8.7, any variation of this agreement shall be valid only if reduced to writing and signed by or on behalf of each Party. |
| 5.4 | E Pay shall pay commission for each value successful transaction immediately upon successful completion of such Transaction. Customer upgrade commission shall be paid on the last day of the following month for the previous month's upgrades. | 10.9 | Epay where any overpayment has been effected, thereby resulting in a higher Commission than if the correct payment had been made. | 14.2 | In the event of any conflict between the terms of this agreement and the Agent manual, the provisions of this agreement shall prevail. |
| 5.5 | No warranties or representations are made by E Pay with to potential revenue that may be earned by the Agent from the provision of the Agent services or otherwise in connection With the mobile money services and no reliance should be placed on any statements or projections provided, whether in writing or verbally, in this regard. | 10.10 | Where it has been established by E Pay that the Agent earned a commission from any, act or omission that is prohibited by E Pay or where the commission is earned from deceiving E Pay's system or the Agent manipulating the EPay system in any way. | 14.3 | Failure or delay by either party at any time to enforce any of the terms and conditions of this agreement or its rights hereunder shall not constitute a waiver of such rights or of the right to enforce such terms and conditions subsequently at any time. |
| 6. | CONFIDENTIALITY | 10.11 | The parties shall indemnify and keep each other indemnified from and against liability for damage to property and any loss, costs or damage suffered by either party to the extent that it results from the wrongful acts or negligence of the party. | 14.4 | If any provision of this agreement is declared by any judicial or other competent authority or by an arbitrator appointed hereunder to be void, voidable, illegal or otherwise unenforceable, the Parties shall amend that provision in such reasonable manner as achieves the intention of the Parties, failing which, the offending provision (s) shall be severed from this agreement without affecting the remaining provisions of this Agreement. |
| 6.1 | The Agent shall treat as confidential all information relating to applicants, customers and transactions. | 10.12 | Neither party shall be under any liability to the other party for any indirect, consequential or other loss or damage (whether financial or in respect of profits, anticipated business or otherwise) costs, expenses or other claims for consequential compensation whatsoever whether caused by the negligence of either party, its employees or otherwise howsoever arising and whether foreseeable or not. | 14.5 | No provision of this Agreement shall create a partnership between the parties or constitute one Party the agent of the other for any purpose whatsoever. Neither Party shall have the authority or power to bind, contract in the name of, or |
| 6.2 | The Parties agree that confidential Information shall so remain until such information becomes part of public domain through no fault or breach of this Agreement by either party. | 11. | TERMINATION | 14.6 | incur any liability on the part of the other Party in any way or |
| 7. | RECORD KEEPING | 11.1 | Either party may terminate this Agreement: | 14.7 | for any purpose. |
| 7.1 | The Agent shall keep proper records in relation to the provision of the Agent Services including: | 11.2 | forthwith without notice in the event that the other party is | 15. | JURISDICTION |
| 7.2 | The registration particulars of each customer shall be recorded in a suitable format and shall include the details contained in the registration form provided. | | | 15.1 | The validity, construction and performance of this Agreement shall be governed by the Laws of Malawi. Any dispute arising under or in connection with this Agreement shall be subject to the exclusive Jurisdiction of the Commercial Court division of the High Court to which the parties to the agreement. |
| 7.3 | The particulars of all Transactions undertaken by the Agent shall be recorded in a suitable format as advised by E Pay. | | | | |

IN WITNESS WHEREOF THIS AGREEMENT HAS EXECUTED EXECUTIVELY BY THE PARTIES

Thus signed by E Pay on the.....day of.....20.....

WITNESSES

NAME
POSITION

NAME
POSITION

NAME
POSITION

ANNEXURE A
SUPPORTING DOCUMENTS

All applicants must submit the documents enlisted and meet the criteria outlined here below:

- 1. Duly filled out "E Pay mobile money agent application form" (provided by E Pay)
- 2. Certified copy of certificate of incorporation.
- 3. Certified copy of VAT Certificate of the company (if applicable).
- 4. Copy of any of the following identity cards: National Identity or Passport (atleast two directors in the case of a limited company).
- 5. At least one outlet.
- 6. Functional email address.

ANNEXURE B
FEES AND COMMISSIONS

AGENTS ON CUSTOMER TRANSACTIONS

E Pay Commission

| Bands (MWK) | Bands (MWK) | (MWK) Cash-In | (MWK) Cash-Out |
|-------------|-------------|---------------|----------------|
| 100 | 499 | 2 | 7 |
| 500 | 999 | 6 | 14 |
| 1,000 | 2,499 | 14 | 30 |
| 2,500 | 4,999 | 30 | 55 |
| 5,000 | 9,999 | 60 | 100 |
| 10,000 | 14,999 | 100 | 150 |
| 15,000 | 19,999 | 140 | 210 |
| 20,000 | 24,999 | 180 | 255 |
| 25,000 | 29,999 | 220 | 280 |
| 30,000 | 39,999 | 280 | 355 |
| 40,000 | 49,999 | 355 | 450 |
| 50,000 | 59,999 | 395 | 550 |
| 60,000 | 79,999 | 495 | 700 |
| 80,000 | 99,999 | 645 | 850 |
| 100,000 | 124,999 | 795 | 1,000 |
| 125,000 | 149,999 | 1,000 | 1,150 |
| 150,000 | 199,999 | 1,150 | 1,400 |
| 200,000 | 299,999 | 1,600 | 1,900 |
| 300,000 | 399,999 | 2,100 | 2,500 |
| 400,000 | 499,999 | 2,500 | 3,000 |
| 500,000 | 599,999 | 2,550 | 3,050 |
| 600,000 | 749,999 | 2,600 | 3,100 |
| 750,000 | 750,000 | 2,650 | 3,150 |

Commissions and Fees

| | |
|-----------------------------|------------------------------|
| Ordinary Agent Cash-In Fees | Ordinary Agent Cash Out Fees |
| Free | 0.5% |

Unregistered Customer Token Redemption Commission

| Bands (MWK) commission | MWK |
|------------------------|-------|
| 50 | 500 |
| 501 | 1,000 |
| 1,001 | 2,000 |

| | | |
|------------------|--------|-----|
| 2,001 | 3,000 | 40 |
| 3,001 | 5,000 | 65 |
| 5,001 | 10,000 | 120 |
| 10,001 | 20,000 | 230 |
| 20,001 | 40,000 | 500 |
| 40,001 and above | | 550 |

Cash-Out on POS/ATM

| (MWK) Bands | (MWK) Bands | (MWK) Fee |
|-------------|-------------|-----------|
| 50 | 1000 | 40 |
| 1001 | 2500 | 130 |
| 2501 | 5000 | 150 |
| 5001 | 10000 | 350 |
| 10001 | 15000 | 600 |
| 15001 | 20000 | 700 |
| 20001 | 25000 | 750 |
| 25001 | 30000 | 800 |
| 30001 | 40000 | 950 |
| 40001 | 50000 | 1100 |
| 50001 | 60000 | 1450 |
| 60001 | 80000 | 1800 |
| 80001 | 100000 | 2000 |
| 100001 | 200000 | 3000 |
| 200001 | 300000 | 4500 |
| 300001 | 400000 | 5500 |
| 400001 | 500000 | 6500 |
| 500001 | 600000 | 10000 |
| 600001 | 700000 | 12000 |