



## Retail Outlets Registration Form

Agent business name \_\_\_\_\_

Name of outlet operator \_\_\_\_\_

Physical location of outlet (Road/Street) \_\_\_\_\_

Email address \_\_\_\_\_

Zone \_\_\_\_\_

Longitude \_\_\_\_\_ Latitude \_\_\_\_\_

Outlet one Mobile number \_\_\_\_\_ Outlet two Mobile number \_\_\_\_\_

ID Number (Attach copy) \_\_\_\_\_ Mobile \_\_\_\_\_

Territory Manager/TSE \_\_\_\_\_ Sign \_\_\_\_\_

Outlet till number assigned \_\_\_\_\_ Outlet code assigned \_\_\_\_\_  
(For Airtel Money Agent)

Retail Category      Data Selling Outlet       SIM Selling Outlet       Airtel Money Agent

Outlet type              Physical Outlet       Freelance Agent       Airtel Money Agent

Airtel Money type              Ownership               Agent               Subdealer

Distributor name \_\_\_\_\_ Outlet owner \_\_\_\_\_

Distributor sales representative \_\_\_\_\_ Mobile \_\_\_\_\_

### Declaration

I \_\_\_\_\_ confirm that I have read and understood the attached Terms & Conditions and agree to be bound by them. I also confirm that I have been authorised to register subscribers on behalf of Airtel Networks Kenya Limited. I further confirm that I will check, verify and record the subscriber details as provided under law and in accordance with these Terms & Conditions.

For and on behalf of Airtel by:

Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Attach payment slip (if Airtel Money Agent)

Terms & Conditions apply

# Airtel Money Agent TERMS & CONDITIONS

THIS AGREEMENT is made the ..... day of .....20..... (the "Effective Date") BETWEEN:

1. Airtel Networks Kenya Limited a limited liability company incorporated in the Republic of Kenya whose address is Post Office Box Number 73146 – 00200, Nairobi (hereinafter called "Airtel" which expression shall where the context so admits include its successors and assigns); and
2. \_\_\_\_\_ LIMITED a limited liability company incorporated in the Republic of Kenya and whose address is Post Office Box Number \_\_\_\_\_ - \_\_\_\_\_, Nairobi (hereinafter called "the Agent" which expression shall where the context so admits include its successors and assigns).

## WHEREAS:

- (a) Airtel wishes to appoint the Agent and the Agent is desirous of being appointed by Airtel as an independent provider of the Agent Services (hereinafter defined) in connection with the Airtel Money Services (hereinafter defined).
- (b) The Parties have agreed to enter into this Agreement setting out the terms and conditions governing their relationship.

## IT IS NOW AGREED AS FOLLOWS:

### 1. DEFINITIONS

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

- 1.1 "Active" means, in relation to a SIM Card, that services for which it is enabled are conducted through it on a regular basis
- 1.2 "Agreement" means this agreement and all Sections hereto
- 1.3 "Applicant" means any person who applies or is in the process of applying for a Airtel Money Account through the Agent
- 1.4 "Balance" means the amount of E-Value from time to time standing to the credit of the Agent's Airtel Money Account
- 1.5 "Cash Float" means the cash to be provided and maintained by the Agent at the Outlet for the provision of the relevant Agent Services.
- 1.6 "Cash-in Fee" means the fee payable by a Customer to Airtel for each Cash-in Transaction undertaken by the Agent at the Customer's request
- 1.7 "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 Airtel Money Account
- 1.8 "Cash-out Fee" means the fee payable by a Customer to Airtel for each Cash-out Transaction undertaken by the Agent at the Customer's request
- 1.9 "Cash-out Transaction" means the process of redeeming E-Value from a Customer's Airtel Money Account for cash from an Agent
- 1.10 "Commission" has the meaning specified in clause 5.1 and includes all applicable taxes.
- 1.11 "Confidential Information" means all trade secrets, know-how, information and data (including all financial, legal, marketing, technical and other knowledge and information), whether or not in material form, relating to Airtel, Airtel Money and the Airtel Money Services and all other confidential information disclosed by or on behalf of either Party to the other including this Agreement
- 1.12 "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 the relevant Airtel Money Transaction
- 1.13 "Contract Period" means the initial period of Twelve (12) months from the Effective Date and subject to the rights of earlier termination shall automatically be renewed for further periods of Twelve (12) months each until terminated in accordance with clause 13.2 or 13.3.
- 1.14 "Customer" means every person (including the Agent) in whose name a Airtel Money Account is registered in connection with the use of the Airtel Money Services.
- 1.15 "Agent's SIM Card" means the customized SIM Card issued to the Agent by Airtel upon registration as a Customer pursuant to clause 4.2.
- 1.16 "Agent's Airtel Money Account" means the Airtel Money Account opened in the name of the Agent.
- 1.17 "Agent Services" means such of the services and functions as are from time to time undertaken by the Agent pursuant to this Agreement in connection with the Airtel Money Services including, but not limited to, the registration of Customers and facilitating Cash-in Transactions and Cash-out Transactions.
- 1.18 "Equipment" means any equipment, device or apparatus supplied by Airtel to the Agent for use in connection with the Agent Services.
- 1.19 "E-Value" means the electronic value recorded in a Customer's Airtel Money Account, such electronic value representing that Customer's entitlement to an equivalent amount of the cash amount held in the Trust Account.
- 1.20 "ID" means a Customer's Kenyan national identity card or passport.
- 1.21 "Minimum Balance" means the E-Value equivalent of Kenya Shillings Fifteen thousand (K.Shs.15, 000.00) or such other amount as may be specified by Airtel from time to time.
- 1.22 "Mobile Equipment" means the Mobile Phone and the Agent's SIM Card.
- 1.23 "Mobile Phone" means the Agent's mobile phone handset
- 1.24 "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 Airtel Network

- 1.25 "Outlet" means the physical address or premises being the Agent's place of business from which the Agent provides the Agent Services
- 1.26 "Originating Party" means a person who initiates a Airtel Money Transaction whereby E-Value is transferred to a Recipient.
- 1.27 "Party" means a party to this Agreement and "Parties" shall be construed accordingly.
- 1.28 "Payment" means the payment of money to Airtel for the purchase of an equivalent amount of E-Value.
- 1.29 "PIN" means a Four (4) digit personal identification number being the secret code that the Agent chooses to access and operate the Agent's Airtel Money Account.
- 1.30 "Recipient" means a Customer (which may include the Agent) designated by the Originating Party to receive E-Value
- 1.31 "Registration Form" means the structured registration form appearing on the reverse of the Airtel Money Customer Terms of Use setting out required registration details and acceptance of the Airtel Money Customer Terms of Use by a Customer
- 1.32 "SIM Card" means the subscriber identity module issued by Airtel which when used with the appropriate mobile phone equipment enables a Customer to use the Airtel Money Services
- 1.33 "SMS" means a short message service consisting of a text message transmitted from one MSISDN to another
- 1.34 "Supporting Documents" means all identification and other documents required to be submitted by Applicants together with the duly completed Registration Form in support of their application for a Airtel Money Account as are more particularly set out in Annexure A
- 1.35 "Transactions" means Cash-in Transactions and Cash-out Transactions
- 1.36 "Transaction Fees" means the actual charges payable by Customers for use of the Airtel Money Services as published from time to time in the Tariff Guide or on Airtel's website
- 1.37 "Transaction Limits" means the limits placed by Airtel with respect to the value of the Transactions that may be effected by the Agent at the Outlet as specified in Annexure B
- 1.38 "Tariff Guide" means the document setting out the Transaction Fees as well as the recommended Cash-in Fees and Cash-out Fees as published and updated by Airtel from time to time.
- 1.39 "Trust Account" means the bank account maintained by Airtel into which all Payments are made and held by Airtel on behalf of Customers.
- 1.40 "Airtel Network" means the Global System for Mobile (GSM) telecommunication system operated by Airtel and covering those areas in Kenya as stipulated from time to time by Airtel.
- 1.41 "Airtel Subscriber" means an existing user of Airtel's mobile telephony and other services on the Airtel Network.
- 1.42 "Airtel Money Account" means a Customer's Airtel Money Account being the record maintained by Airtel of the amount of E-Value held by the Customer and represented by an equivalent amount of cash held by Airtel in the Trust Account on the Customer's behalf.
- 1.43 "Airtel Money Customer Terms of Use" means the agreement governing the relationship between Airtel and its Customers in connection with the Airtel Money Services as varied by Airtel from time to time.
- 1.44 "Airtel Money Agent manual" means the manual issued to the Agent setting out the procedures, guidelines, methods of operation and other practical matters relevant to the provisions of the Agent Services as updated or amended from time to time by Airtel.
- 1.45 "Airtel Money Instruction" means an instruction given via SMS to Airtel Money for the transfer of E-Value from one Customer to another or otherwise to effect a Airtel Money Transaction.
- 1.46 "Airtel Money Services" means the services provided by Airtel for the issue and redemption of E-Value and the transfer of E-Value between Customers on the basis of Airtel Money Instructions including the recording of all Airtel Money Transactions, verifying and confirming all Airtel Money Transactions concluded and updating Airtel Money Account records.
- 1.47 "Airtel Money System" or "Airtel Money" means the system operated by Airtel providing the Airtel Money Services.
- 1.48 "Airtel Money Trademarks & Trade Names" means the Airtel Money name and Logo belonging to Airtel and which may only be used by the Agent in accordance with the provisions of this Agreement
- 1.49 "Airtel Money Transaction" means any transaction which results in a Customer's Airtel Money Account being credited or debited with E-Value pursuant to a Airtel Money Instruction
- 1.50 "Airtel Money User Guide" means the document describing the Airtel Money System and its use

### 2. APPOINTMENT

- 2.1 Airtel hereby appoints the Agent as an independent provider, on a non-exclusive basis, of the Agent Services for the Contract Period and the Agent hereby accepts such appointment on a non-exclusive basis and agrees to provide the Agent Services in accordance with the terms of this Agreement and the Airtel Money Agent Manual and to perform such other acts, functions and services as it is specifically required to do pursuant to the

terms of this Agreement.

- 2.2 It is hereby agreed and declared that no agency relationship exists between the Parties and the Agent undertakes that it shall not hold out as being Airtel's agent in any way or for any purpose whatsoever.
- 2.3 Each Party shall at all times comply with all applicable laws and regulations.
3. SCOPE OF AGENT SERVICES
  - 3.1 The Agent undertakes, in accordance with the terms of this Agreement and the Airtel Money Agent Manual, to:
    - 3.1.1 use its best endeavors to register new Customers for the Airtel Money Services;
    - 3.1.2 facilitate and undertake Cash-in Transactions and Cash-out Transactions for Customers;
    - 3.1.3 Perform such other services and functions ancillary to the above in connection with the Airtel Money Services as may be specified by Airtel from time to time
4. AGENT'S RIGHTS & OBLIGATIONS
  - 4.1 The Agent agrees to comply in all respects and at all times with its obligations as set out in this Agreement and to follow all procedures laid down herein and in the Airtel Money Agent Manual.
  - 4.2 The Agent shall forthwith upon execution of this Agreement, if not already done prior to such execution, register with Airtel as a Customer and open a Airtel Money Account in its name (the "Agent's Airtel Money Account") by completing, signing and submitting a Registration Form and the Agent shall also complete, sign and submit the information sheet contained in Annexure F.
  - 4.3 The Agent shall ensure that at all times during the Contract Period the Balance shall not fall below the Minimum Balance.
  - 4.4 In facilitating the registration of new Customers, the Agent shall:
    - 4.4.1 ensure that the Applicant is a Airtel Subscriber with an Active SIM Card, if new Airtel customer, provide SIM card and register the customer as per these terms and conditions.
    - 4.4.2 ensure that the Registration Forms are completed accurately and signed by the Applicants;
    - 4.4.3 ensure that all Supporting Documents submitted are complete;
    - 4.4.4 ensure that the details contained in each Registration Form are verified against the Supporting Documents;
    - 4.4.5 ensure that copies of all Supporting Documents are verified against and conform to the originals thereof;
    - 4.4.6 satisfy himself as to the identity of the Applicant;
    - 4.4.7 ensure that the duly completed Registration Forms and Supporting Documents received by the Agent are delivered to Airtel within 7 (seven) days of submission thereof for validation and processing
  - 4.5 Upon receipt of an Applicant's Registration Form duly completed together with all Supporting Documents, and subject to the provisions of clause 4.4, the Agent will request Airtel Money to open and activate a Airtel Money Account in the name of the Applicant using the Mobile Equipment.
  - 4.6 The Agent shall use every effort to assist Applicants with respect to the registration process and initial operation of their Airtel Money Accounts
  - 4.7 The Agent must decline to register an Applicant and shall not request Airtel to open a Airtel Money Account for the Applicant where he is not satisfied with the proof of the Applicant's identity
  - 4.8 The Agent shall use its best efforts to ensure that he is in a position to undertake Cash-in Transactions and Cash-out Transactions requested by Customers at all times during the Contract Period.
  - 4.9 In order to facilitate Cash-in Transactions, the Agent shall ensure that the Balance does not fall below the Minimum Balance and in the event that the Balance does fall below the Minimum Balance, the Agent shall immediately effect a Payment of a sufficient amount of money to raise its Balance to at least the Minimum Balance.
  - 4.10 In order to facilitate Cash-out Transactions, the Agent shall ensure that all times he maintains a minimum Cash Float of Kenya Shillings One hundred thousand (K.Shs.30,000.00) or such other amount as may be specified by Airtel from time to time.
  - 4.11 The Agent must ensure that in undertaking any Cash-out Transactions, cash payments are only made (a) upon sufficient sums being available in its Cash Float, (b) upon checking the accuracy and completeness of the relevant Confirmation SMS, and (c) upon being satisfied that the recipient of the cash payments is the owner of the mobile phone on which the relevant Airtel Money Instruction with respect to the Cash-out Transaction is being transmitted by verifying the Customer's ID against the details provided in the Confirmation SMS.
  - 4.12 In the event that the Agent has insufficient cash funds available in his Cash Float to effect a Cash-out Transaction, it must decline to carry out the Cash-out Transaction
  - 4.13 All Equipment supplied to the Agent by Airtel pursuant to the delivery of the Airtel Money Services shall remain the property of Airtel and Airtel shall replace any lost Equipment or Equipment damaged by wear and tear except where such loss or damage was caused by the Agent's neglect or lack of care.
  - 4.14 Notwithstanding clause 4.13, the Agent shall keep and maintain all Equipment and the Mobile Equipment in working order to the best of its ability, for use only for the purposes of facilitating the Agent Services and in connection with the Airtel Money Services and shall

ensure that any damage to or loss or theft of the Equipment is immediately reported to Airtel forthwith and in any event within Twenty-four (24) hours after the occurrence of such damage loss or theft. The Agent shall indemnify Airtel against all claims, costs and consequences that may arise as a result of any breach of this clause.

4.15 The Agent shall only use the Airtel Money Trademarks for the purposes of promoting the Airtel Money Services and for providing the Agent Services during the Contract Period and for no other purpose whatsoever.

4.16 The Agent shall only provide the Agent Services at the agreed Outlet within any Transaction Limits placed on such Outlet.

4.17 The Agent shall at all times comply with the terms of this Agreement and the procedures set out in the Airtel Money Agent Manual as updated from time to time.

4.18 The Agent shall notify Airtel of any event or circumstance that may have a material adverse effect on the Agent's business and its ability to perform its obligations hereunder immediately and in any event within Five (5) calendar days of the occurrence of such event or circumstance.

4.19 The Agent shall comply in all respects with all applicable laws, ordinances, regulations, rules and orders applicable to it, its business and the use by it of the Equipment and Mobile Equipment, as well as in connection with the Agent services including, but not limited to, any anti-money laundering and anti-terrorist financing laws and regulations.

4.20 The Agent shall obtain and maintain all applicable licenses and permits required to conduct its business.

4.21 The Agent shall not be entitled to assign this Agreement to any other person without the prior written consent of Airtel.

4.22 The Agent shall not be entitled to appoint sub-Agents for the provision of the Agent Services without Airtel's prior written consent.

4.23 The Agent agrees to hold in confidence all information, documentation, data, trade secrets and know-how disclosed to it by Airtel and all other Confidential Information and shall 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 Airtel's written approval.

4.24 The Agent shall comply with any instructions and/or directions that Airtel may give the Agent from time to time in connection with the provisions of the Agent Services and/or the Airtel Money Services

## 5. FEES & COMMISSIONS

5.1 In consideration of the Agent providing the Agent Services, Airtel Money AGENT TERMS & CONDITIONS Airtel will pay the Agent a commission for every Airtel Money Account opened pursuant to successful registration of a Customer by the Agent at the rates specified in Annexure C (the "Commission"). The Commission due to the Agent will be paid by E-Value to be credited to the Agent's Airtel Money Account upon validation of each Airtel Money Account registered by the Agent.

5.2 The Commission may be amended by Airtel from time to time and such amendment shall be notified to the Agent through SMS and written notification within Seven (7) days of the amendment. The Agent will be required to sign a copy of the written notification of amendment of the Commission upon receipt and return the same to Airtel as proof of acceptance by the Agent of the amended Commission.

5.3 The Agent will be responsible for any deductions or tax required to be paid by law on the Commission received.

5.4 Airtel shall charge the Customer Cash-in Fees and Cash-out Fees, as recommended from time to time by Airtel in the Tariff Guide, and the Commission set out in Annexure C shall be payable by Airtel to the Agent for each Cash-in Transaction or Cash-out Transaction undertaken by the Agent at the Customer's request.

5.5 Airtel shall pay the Commissions for each month's Transactions to the Agent at the end of the following month in accordance with Clause 5.1.

5.6 No warranties or representations are made by Airtel with respect to potential revenues that may be earned by the Agent from the provision of the Agent Services or otherwise in connection with the Airtel Money Services and no reliance should be placed on any statements or projections provided, whether in writing or verbally, in this regard.

## 6. CONFIDENTIALITY

6.1 The Agent shall treat as confidential all information relating to Applicants, Customers and Transactions.

6.1 Each Party agrees to keep the Confidential Information confidential and agrees that it shall not without the prior written consent of the owner of the Confidential Information, disclose such Confidential Information either directly or by its representatives, employees and/or agents, to any person or in any manner whatsoever, in whole or in part. The Parties agree that the Confidential Information shall not be used by the Parties or their representatives, employees and/or agents other than in connection with this Agreement and each Party shall be responsible for and indemnify the other against any loss suffered as a result of any breach of this clause by their representatives, employees and/or agents.

6.1 The Parties agree that the Confidential Information shall so remain until such information becomes part of public

domain through no fault or breach of this Agreement.

## 7. RECORD KEEPING

7.1 The Agent shall keep proper records in relation to the provision of the Agent Services including:-

7.1.1 the registration particulars of each Applicant to be recorded in a suitable format and shall include the details contained in the Registration Form, a copy of which is set out in Annexure D;

7.1.1 The particulars of all Transactions undertaken by the Agent to be recorded in a suitable format and shall include the details set out in Annexure E.

## 8. SECURITY MANAGEMENT

8.1 In the event of any loss or theft of the Agent's SIM Card the Agent must notify Airtel immediately in accordance with the Airtel Money Agent Manual in order that Airtel may disable the same to prevent its further unauthorized use. The Agent is responsible for any losses costs and expenses incurred in the period between the loss or theft of the Agent's SIM Card and such time as Airtel shall have received written notice of such loss or theft.

8.2 The Agent is responsible for the safekeeping and proper use of the Mobile Equipment, and for keeping the PIN secret, and for all Airtel Money instructions initiated using the PIN. The Agent shall indemnify and keep Airtel indemnified against any and all actions, claims, demands, damages, liability, costs and expenses whatsoever and howsoever arising as a result of any negligent or wrongful use of the Mobile Equipment or PIN.

8.3 The Agent must not use the Mobile Equipment to commit any offence under any applicable law.

## 9. AIRTEL'S RIGHTS & OBLIGATIONS

9.1 Airtel shall supply and make available to the Agent the Registration Forms.

9.2 Airtel shall ensure that the Agent's SIM Card is enabled to perform the relevant functionality with respect to the registration of Customers.

9.3 Airtel will validate new Airtel Money Accounts upon receipt of the relevant Registration Forms and Supporting Documents from the Agent duly completed.

9.4 Airtel reserves the right to disable the Agent's SIM Card or otherwise disconnect the Agent from the Airtel Network or Airtel Money System at any time if it determines, at its sole discretion, that the Agent's SIM Card or connectivity is being used unlawfully or for purposes other than in connection with the Agent Services or Airtel Money Services or that the Agent is not complying the terms of this Agreement and/or the Airtel Money Agent Manual.

9.5 Airtel 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.

9.6 Airtel will provide the Airtel Money Agent Manual to the Agent as soon as practicable after execution of this Agreement.

9.7 Airtel shall have the right at any time during the Contract Period to inspect the Agent's business premises, Outlets and business operations to ensure compliance with the terms of this Agreement.

9.8 Airtel reserves the right to vary the terms of this Agreement, the Airtel Money Agent Manual and the rates at which the Commission is payable at any time and for any reason whatsoever. Variations will be notified by way of letter, advertisement in a daily newspaper, SMS, or on Airtel's Website and/or by using any other suitable means and the Agent shall be deemed to have been notified of any such variations whether or not they have actually come to the Agent's attention. By continuing to use the Agent's SIM Card after any such variation the Agent shall be deemed to have agreed to the variations.

## 10. BRANDING, PROMOTIONAL MATERIAL AND INTELLECTUAL PROPERTY

10.1 Airtel shall provide the Agent with branding and advertising material at no cost but which shall at all times remain the property of Airtel returnable on demand or upon termination of this Agreement.

10.2 The Agent shall erect, display and use all such branding and advertising material in such manner as Airtel requires.

10.3 The Agent agrees that all goodwill accruing to any of the Airtel Money Trademarks & Trade Names by virtue of the use thereof by the Agent in accordance with this Agreement shall accrue to Airtel and that the Agent acquires no rights in any of the Airtel Money Trademarks & Trade Names or other intellectual property of Airtel.

10.4 The Agent shall promptly notify Airtel of any actual, threatened or suspected infringement or improper or wrongful use of any Airtel Trademarks & Trade Names or other intellectual property rights belonging to Airtel which comes to the Agent's attention or notice.

10.5 The Agent shall, at the expense of Airtel, take all reasonable measures to assist Airtel to protect and maintain Airtel's intellectual property rights and shall display at the Outlet, and on all stationary and literature used by the Agent, the text as specified by Airtel from time to time disclosing to the public that the Agent is authorised by Airtel to provide the Agent Services and is not a branch or agent of Airtel. The Agent shall also display at the Outlet such notices with respect to trade or service marks or copyright as Airtel may specify from time to time.

10.6 The Agent shall procure that its employees, servants or agents shall only use the Airtel Money Trademarks & Trade Names, or any other intellectual property of Airtel

which the Agent is authorized to use, only in accordance with and for the purposes of this Agreement.

## 11. LIMITATION OF LIABILITY

11.1 The Agent shall not be liable whatsoever for any loss or damage that is occasioned to Airtel under the following circumstances:

(i) Where loss or damage is caused by the following excepted risks:

(a) War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority;

(b) Ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;

(c) Radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;

(d) Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;

(e) Radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter unless it is a radioactive isotope, other than nuclear fuel, being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;

(f) Chemical, biological, bio-chemical or electromagnetic weapons used in connection with an act of terrorism;

(g) Acts of terrorism to the extent not covered by the Agent's insurance.

(i) 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.

(ii) Where loss or damage is caused by technical hitches for instance, by lack of/failure/inadequacy of network coverage and breakdown of internet link(s) between the Agent, its branches/operators and Airtel.

(iii) Where loss or damage is occasioned through the fraudulent conduct of Airtel's employees and or agents.

(iv) Where loss or damage is occasioned through the direct negligence and or acts of omission or commission on the part of Airtel or its employees and or agents.

(v) Where there is a shortfall in the monies payable to a customer as a result of Airtel's revision of tariffs without adequate notice to would be consumers of the Airtel Money service.

11.2 The Agent will however indemnify:  
(b) Customers to the full extent of the monies received from them in lieu of provision of Airtel Money services, for instance in cases of underpayment or loss or miss-placement of the customer's monies, provided the same are confirmed and documented to have been received by the Agent.

(c) Airtel where any overpayment has been effected, thereby resulting in a higher commission than if the correct payment had been made.

11.3 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, its employees, agents or sub-contractors in connection with this Agreement.

11.4 Neither party shall be under any liability for any loss or damage or injury to the other whatsoever or howsoever arising, SAVE where such loss or damage is attributable to the wrongful acts or negligence of the party, its employees or agents or sub-contractors in connection with this Agreement, and will not be liable for any claim whatsoever made against the party by any third party SAVE where such claim is attributable to the wrongful acts or negligence of the party, its employees or agents or sub-contractors in connection with this Agreement.

11.5 Neither party shall be under any liability to the other party for any direct, 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.

## 12. INDEMNITY

The parties shall indemnify each other, and keep each other indemnified, from and against all loss, damage or liability suffered and all costs and expenses incurred by either party as a result of any breach of this Agreement by the party including any breaches caused by any act, neglect or default of the party's employees, or as a result of any third party claim in respect of any matter arising from the party's conduct, provided that the liability has not been incurred directly through any default by the party in relation to its obligations under this Agreement.

## 13. TERMINATION

13.1 This Agreement shall, unless terminated in accordance with the provisions of clause 13.2 and 13.3, endure until the expiry of the Contract Period.

13.2 Either party may terminate this Agreement:  
13.2.1 forthwith without notice in the event that the other party is 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

13.2.2 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;

13.2.3 forthwith without notice in the event that either party is not satisfied, in its sole discretion, with any of the other party's policies, procedures, or internal controls (including anti-money laundering measures and compliance with anti-money laundering or anti-terrorist financing laws) or with the other party's adherence thereto, or if any other regulatory compliance issues on the part of the other party are not resolved or addressed to other party's satisfaction;

13.2.4 forthwith without notice in the event the other party is unable to provide that party's Services on a regular basis or is the subject of frequent or sustained Customer complaints or if the other party is in breach of the terms of this Agreement which breach is not remedied within Twenty-one (21) days after written notice requiring such remedy is given; or at any time for any other reason by giving not less than Sixty (60) days notice to that effect.

13.3 Upon the termination of this Agreement pursuant to clauses 13.2 or 13.3 or upon expiry of the Contract Period:-

13.3.1 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:

(a) 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 Airtel Money Services including the transfer of any funds relating thereto;

(b) the production of a final statement of account and reconciliation;

(c) the return or destruction of any and all Confidential Information and proprietary information;

13.3.2 the Agent shall, subject to clause 13.4.1(a), immediately cease to provide the Agent Services or perform any other service or function pursuant to this Agreement;

13.3.3 the Agent shall within Fourteen (14) days thereafter return to Airtel the Equipment, the Agent's SIM Card and any other property belonging to Airtel in the Agent's possession in good and working order, fair wear and tear excepted;

13.3.4 the Agent shall forthwith cease to use the Agent's SIM Card, the Airtel Money Trademarks & Trade Names or any other intellectual property of Airtel and shall immediately return to Airtel all promotional, branding and advertising material as well as all Confidential Information in its possession;

13.4.5 Subject to any rights of set-off accruing to Airtel, 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 Airtel whether in respect of any costs expenses or loss

arising directly or indirectly from any loss of business or loss of distribution or loss of goodwill or any other loss or otherwise whatsoever.

13.5 No Commission shall be payable to the Agent for any Customer registered after the date of termination of this Agreement.

13.6 Subject to any provision to the contrary, the termination of this Agreement howsoever caused shall be without prejudice to the continuation of any provision which expressly or by implication comes into operation or continues in force after termination and shall be without prejudice to any rights of either Party which may have accrued prior to termination.

14. RIGHT OF SET-OFF  
Airtel shall have the right to set-off any sums owed by it to the Agent pursuant to the terms of this Agreement against any sums due and owing from the Agent pursuant to the terms of this Agreement PROVIDED THAT Airtel will give the Agent at least thirty (30) days prior written notice of the intended set-off.

15. FAILURE OR MALFUNCTION OF EQUIPMENT  
Airtel is not responsible for any loss arising from any failure, malfunction, or delay of or in any mobile network, mobile phone, Equipment, Mobile Equipment, the internet or terminals or any supporting or shared networks resulting from circumstances beyond Airtel's reasonable control.

16. GENERAL  
16.1 This Agreement and the Airtel 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 Airtel Money Services. Subject to clause 9.8, any variation of this Agreement shall be valid only if reduced to writing and signed by or on behalf of each Party.

16.2 In the event of any conflict between the terms of this Agreement and the Airtel money Agent Manual, the provisions of this Agreement shall prevail.

16.3 Except where this Agreement provides otherwise, the rights and remedies contained in it are cumulative and not exclusive of any rights or remedies provided by law. 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.

16.4 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 provisions shall be severed from this Agreement without affecting the remaining provisions of this Agreement which shall continue to remain in full force and effect and binding on the Parties.

16.5 Either party must pay all the other party's expenses in recovering any amounts owed by the other party including legal fees, collection fees and tracing fees.

16.6 Airtel will not be responsible to the Agent for any indirect, consequential or special damages arising from any act or omission by Airtel or any third party for whom Airtel is responsible and whether arising in contract or statute and vice versa.

16.7 Unless otherwise required by law, the Agent shall not make or cause to be made any press release, public announcement or other disclosure to any third party with respect to this Agreement or the transactions contemplated hereby or otherwise communicate with any media or news agency with respect to the Airtel Money Services without the prior written consent of Airtel.

16.8 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 incur any liability on the part of the other Party in any way or for any purpose.

17. JURISDICTION AND ARBITRATION  
17.1 This Agreement is governed by the laws of Kenya.  
17.2 Any dispute arising out of or in connection with this Agreement shall be referred to arbitration by a single arbitrator to be appointed by agreement between the parties or in default of such agreement within 60 days of the notification of a dispute, upon the application of either party, by the Chairman for the time being of the Chartered Institute of Arbitrators, Kenya Branch. Such arbitration shall be conducted in Nairobi in accordance with the Rules of Arbitration subject to and in accordance with the provisions of the Arbitration Act 1995 or its successor legislation.  
17.3 To the extent permissible by Law, the determination of the Arbitrator shall be final, conclusive and binding upon the parties hereto.

**TERMS AND CONDITIONS FOR SIM SELLING OUTLETS**

- A subscriber shall avail his or her identification details to a duly authorized agent (Dealer/Retail Agent)
- The Dealer/Retail agent shall submit a copy of the identification of the agent conducting registration
- The dealer Agent will check, verify and record subscriber details as provided by law upon selling the SIM card
- The Operator shall thereafter activate the SIM Card

All notices or other communication to be given under this Agreement shall, unless otherwise provided herein, be made in writing and sent to the addresses specified below.

**To Airtel at:**  
Mobile Commerce Manager  
Airtel Kenya Limited  
P. O. Box 73146 - 00200  
NAIROBI

**To the Agent at:** \_\_\_\_\_ Limited  
P. O. Box \_\_\_\_\_  
NAIROBI  
Tel: \_\_\_\_\_  
or the address specified in the Registration Form (or Information Sheet) submitted pursuant to clause 4.2

**SECTION A**

**SUPPORTING DOCUMENTS**

All applicants must submit the documents enlisted / meet the criteria outlined here below.

**Sole Proprietorship / Partnerships**

- 1) Duly filled out "Airtel Money Agent Application Form" (provided by Airtel Kenya).
- 2) Certified copy of Business Name Registration Certificate.
- 3) Certified copy of owner(s) national identification card / passport.
- 4) Certified copy of owners PIN Certificate.
- 5) Certified copy of VAT Certificate (if applicable).
- 6) Coloured passport photo of the business owner(s).
- 7) At least one outlet (maximum of 2).
- 8) Start-up minimum capital requirement of Kshs 15,000 for each outlet.\*
- 9) Functional e-mail address.
- 10) Valid trading license

**Limited Company**

- 1) Duly filled out "Airtel Money Agent Application Form" (provided by Airtel Kenya).
- 2) Certified copy of Certificate of Incorporation.
- 3) Certified copy of PIN Certificate of the Company.
- 4) Certified copy of VAT Certificate of the Company (if applicable).
- 5) Coloured Passport photos of at least 2 Directors of the Company.
- 6) Certified copies of National Identity Card / Passport of at least 2 Directors of the Company.
- 7) At least one outlet (maximum of 2).
- 8) Start-up minimum capital requirement of Kshs 15,000 for each outlet.\*
- 9) Functional e-mail address.
- 10) Valid trading license

\* This amount must be deposited in our bank account 24-hours after receipt of our Acceptance Letter so that the sim card is allocated.

**Airtel Money Commissions Payment**

Kindly let us have the details of the mobile number where we shall channel your monthly commissions for each outlet.

We \_\_\_\_\_ hereby authorize Airtel Networks Kenya Limited to pay Money commissions for the agent lines assigned to us to the mobile numbers provided below.

TRADING NUMBER ASSIGNED:									
0	7								
0	7								
0	7								
0	7								
0	7								
0	7								
0	7								
0	7								
0	7								
0	7								

FORWARD COMMISSIONS TO:									
0	7								
0	7								
0	7								
0	7								
0	7								
0	7								
0	7								
0	7								
0	7								
0	7								

Please note that commissions will be forwarded to Airtel Mobile numbers only