

TERMS AND CONDITIONS OF SERVICE AGREEMENT BETWEEN ECOCASH AND A SUB-AGENT, AGENT AND SUPER AGENT

1. SASAI ECONET FINANCIAL SERVICES

(PROPRIETARY) LIMITED (the "Operator") a company incorporated in Lesotho under registration number 75249 WHEREAS

The Agent is approved as a Registered Agent to provide Mobile Cash Transfer Services to mobile subscribers and other Agents as an Eco-cash Agent; and; The Agent is authorised to trade in Lesotho and intends to act as an Agent of SEFS for the EcoCash transfers, cash in and cash out transactions using the SEFS Systems for the services; The parties wish to record their respective rights and obligations in respect of the matters contemplated herein.

INTERPRETATION

In this agreement:

clause headings are for convenience and are not to be used in its interpretation; unless the context indicates a contrary intention, an expression which denotes: any gender includes the other gender; a natural person includes a juristic person and vice versa; the singular includes the plural and vice versa; public holiday, the next succeeding business day; Where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention; No provision herein shall be construed against or interpreted to the disadvantage of a Party by reason of such Party having or being deemed to have structured, drafted or introduced such provision The words "include" and "including" mean "include without limitation" and "including without limitation".

The use of the words "include" and "including" followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it: the application of the eiusdem generis rule is excluded; and This Agreement incorporates the Annexes, which Annexes shall have the same force and effect as if set out in the body of this Agreement.

In this Agreement the word "Agreement" refers to this Agreement and the words "clause" or "clauses" and "Annex" or "Annexes" refer to clauses of and Annexes to this Agreement. Words and expressions defined in any clause shall, for the purpose of that clause, bear the meaning assigned to such words and expressions in such clause; The word "agreement" refers to this agreement and the words "clause" or "clauses" and "annex" or "annexes" refer to clauses and annexes of this agreement respectively; The following expressions or intangible, oral or in defined in any clause shall, for If any provision in a definition is a substantive provision conferring rights or imposing obligations on the Operator or any party, notwithstanding that it is only in the definitions clause, effect shall be given to it as if it were a substantive provision of the Agreement;

Any substantive provision, conferring rights or imposing obligations on the Operator on a Party and appearing in any of the definitions in clause 2 or elsewhere in this Agreement or any of its Schedules, shall be given effect to as if it were a substantive provision in the body of the Agreement or of the Schedule concerned;

Terms other than those defined within this Agreement and its Annexes will be given their plain English meaning, and those terms, acronyms, and phrases known in the information technology industry will be interpreted in accordance with their generally accepted meanings; Defined terms appearing in this Agreement and its Schedules in title case shall be given their meaning as defined, while the same terms appearing in lower case shall be interpreted in accordance with their plain English meaning, and shall, unless the context otherwise requires, include the terms as defined; A reference to any statutory enactment shall be construed as a reference to that enactment as at the Signature Date and as amended or substituted from time to time;

Reference to months or years shall be construed as calendar months (i.e. one or more of the twelve periods into which a conventional year is divided) or conventional years (i.e. 1 January to 31 December). Reference to "days" shall be construed as calendar days unless qualified by the word "business", in which instance a "business day" shall be any day other than a Saturday, Sunday or public holiday as gazetted by the government of Lesotho from time to time. Any reference to "business hours" shall be construed as being the hours between 08h00 (eight hours) and 17h00 (seventeen hours) on any business day; Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a Saturday, Sunday or writing and in any format or the purpose of that clause, medium, which by its nature bear the meaning assigned to or content is or ought such words and expressions in reasonably to be identifiable such clause; as confidential and/or proprietary to the Disclosing Party or which is provided for.

DEFINITIONS

In this Agreement the disclosed in confidence, and following expressions shall, which the Disclosing Party or unless the context clearly any person acting on behalf requires otherwise, have the of the Disclosing Party may meanings ascribed to them disclose or provide to the below: Receiving Party or which may come to the knowledge.

"Agent" means any entity of the Receiving Party by approved by SEFS and whatsoever means. Without registered as an Agent for limitation, the Confidential purposes of execution of the Information of the Disclosing functions conferred under this Party shall include the Agreement; following even if it is not marked as being "Agent's Initial Payment" 'confidential', restricted or means the 1st cash payment proprietary (or any similar made by the Agent into the designation): SEFS Escrow Trust Account for the purposes of 2.1.5.1 agreements to which the Agent transacting as an Eco-Cash or subscribers is/are a Agent for the Eco-Cash party; and information Money Float. relating to the clients, customers (including any **"Agent Float"** means all the information relating to the monies paid into the Agent's banking accounts or Transaction Eco-Cash Account facilities, or any held with the SEFS Approved applications in respect Bank for Eco-Cash thereof, of such clients Transactions. and/or customers) and facilities of the SEFS and the "Applicable Laws" shall include Agent,

without limitation the Lesotho Communications 2.1.5.2 agreements to which the Authority Act N0.5/2000 (as Operator or its clients is a amended), the Trading party and any information Enterprises Order relating to such subscribers No.11/.19993 Laws, or customers which is Applicable Financial deemed confidential in Institutions Guidelines terms of the Lesotho including any Guidelines Telecommunication issued by Standard Lesotho Authority Act No. 12 of Bank from time to time, 2012 as amended Income Tax Act No.9/1993 (as amended), the Companies Act 2.1.5.2.1 becomes available from a source No.18 / 2011 (as amended).

2.1.5 "**Confidential Information**" shall mean any information or other than one of the Parties which is lawfully entitled without any restriction on disclosure to disclose such Confidential Information; or 2.1.5.2.2 specifically excluding information or data; 2.1.5.3 information relating to the Disclosing Party's business activities, business relationships, and products; 2.1.5.4 is disclosed pursuant to a requirement or request by operation of law, regulation or court order. 2.1.5.5 is lawfully in the public domain at the time of disclosure thereof; or 2.1.5.6 subsequently becomes lawfully part of the public domain by publication or otherwise; or 2.1.5.7 the Disclosing Party's technical, scientific, commercial, financial and market information and trade secrets;

2.1.6 "**the Disclosing Party**" being either of the Parties and/or any affiliate and/or any third party to the extent that it discloses any of the Confidential Information in terms of this Agreement;

2.1.7 "**Call Centre**" means the SEFS Customer Call Centre;

2.1.8 "**Cash In**" means a cash payment made by the Customer to the Agent to purchase e-value from the Agent, to be credited into the Customer's e-cash account;

2.1.9 "**Cash Out**" means a process by which e-value is redeemed for cash from the Agent.

2.1.10 "**Copyright Material**" means any material in which copyrights subsists;

2.1.11 "**Customer**" means any party that requests any cash in /and or cash out / and or money transfer services from Agent.

2.1.12 "**Data**" shall mean any data, including personal data supplied to, stored, collected, collated, accessed or processed on behalf of the Agent by the Operator;

2.1.13 "**Effective Date**" means the date of signature of this agreement by the party signing last in time;

2.1.14 "**e-value**" means the electronic money created and issued by Eco-Cash which is equivalent to deposits made into the SEFS Escrow Trust Account.

2.1.15 "**Intellectual Property**" means any know-how (not in public domain); invention (whether or not patented); design; trademark, or copyright Material (whether or not registered), and which is protected in law or by statute;

2.1.16 "Licence" means the licences issued by Lesotho Communications Authority in terms of which the Operator is authorised to operate the Wireline and Wireless Networks in Lesotho;

2.1.17 "**LCA**" means the Lesotho Communications Authority (LCA) or its successors from time to time;

2.1.18 "**Material**" means all reports, documentation, information, software or inventions irrespective of the media on which they occur, and includes, without limiting the generality thereof, all written and printed material, all electronic, micro-graphic and other reproductions of the written word, depiction and pictorial material and all audio visual, machine readable and other data of any nature, tangible information;

2.1.19 “**MSISDN**” means the mobile subscriber Identifier

2.1.20 “**Network**” means the public cellular telephone network established and operated by the SEFS and any similarly licensed service provider under the Lesotho Communications Authority Act whose network can be utilised to enable subscribers to access EcoCash Services;

2.1.21 “**Parties**” means the Agent and SEFS;

2.1.22 “**EcoCash Transfer & Payment System**” means the SEFS EcoCash mobile money system over which transactions for EcoCash are provided.

2.1.23 “**Float Liquidity**” means the available cash for the Agent to provide Eco-Cash services to Customers

2.1.24 “**PIN**” means the Personal Identification Number activated by the Agent for EcoCash Transactions which must be enabled by the Agent to de-activate the Start PIN;

2.1.25 “**Start PIN**” means the activation PIN allocated to the Agent for activation of the Eco-Cash Transactions;

2.1.26 “**The Operator**” means Econet Telecom Lesotho (Pty) Limited and any other licensed Operator whose subscriber has requested any of the EcoCash Services;

2.1.27 “**The Service**” means the service provided by the Agent in terms of this Agreement for cash in, cash out and mobile money transfer provided by SEFS.

2.1.28 “**Escrow Trust Account**” means the Account held by SEFS with all commercial Banks Lesotho Bank for deposits and exchange of e-value on behalf of its agents for EcoCash transactions;

2.1.29 “**Subscriber**” means any mobile network customer connected to any of the licensed network operators within the Kingdom of Lesotho as constituted from time to time;

CONFIDENTIALITY MATERIAL AND INFORMATION:

Each party acknowledges that all material and information which has or will come into its possession or knowledge in connection with this Agreement, or the performance hereof, consists of confidential and proprietary data, whose disclosure to or use by third parties will be damaging to the other party.

UTILISATION OF MATERIAL AND INFORMATION: Both parties, therefore, agree to hold such material and information in strictest confidence, not to make use thereof other than for the performance of this Agreement, to release it only to employees reasonably requiring such information, and not to release or disclose it to any other party, unless so required by law.

EXCEPTIONS: Confidential and proprietary information is not meant to include any information which, at the time of disclosure, is generally known by the public and any competitors of either party.

CONSENT: Neither party shall use the names, trademarks, or trade names, whether registered or not, of the other party in publicity releases or advertising or in any other manner without having secured the prior written approval of the other party.

DURATION: The parties' obligations of confidentiality under this Agreement shall survive the termination of this Agreement for any reason whatsoever.

DATA PROTECTION

CONFIDENTIALITY OF DATA: The Parties specifically record that all Data provided by the Agent to SEFS, or to which SEFS may be exposed for the purposes of this Agreement, shall constitute Confidential Information and where applicable, Intellectual Property belonging to Disclosing Party.

STANDARDS REQUIRED BY LAW: The Operator warrants that it shall ensure that all its systems and operations which it uses to provide the Services, including all systems on which Data is copied, compiled, collated, processed, transmitted, stored, collected, mined, altered or deleted or otherwise used as part of providing the Services, shall at all times be of a minimum standard required by law and be of a standard no less than the standards which are in compliance with the international best practice for the protection, control and use of Data.

AGENT WARRANTIES: The Agent further warrants that it shall at all times ensure that any of the services provided in terms of this Agreement are in compliance with all the applicable laws for it to render services in terms of this Agreement. These shall without limitation include any Guidelines issued by Standard Lesotho Bank and Econet Telecom Lesotho for the purposes of EcoCash Transactions.

RELATIONSHIP BETWEEN PARTIES

The parties warrant and acknowledge that the relationship between them is that of the Agent being a service-enabler to enable the Agent to provide Eco-Cash Services neither is the nature of a partnership and neither party shall enter into any agreement of any nature on behalf of the other party.

DURATION

Subject to the provisions of clause 19, this agreement shall commence on the effective date and shall continue for an initial fixed period of 24 (Twenty-four) months, thereafter after it shall be automatically renewed for further terms unless terminated giving the other party not less than 60 (sixty) days prior written notice of such termination unless in exceptional cases not limited to fraud and Money laundering which shall result to immediate termination of Agreement.

In the event of termination of this Agreement, SEFS shall be required to prepare the final statement for settlement of account of the Agent within a period of 90 days of receipt of the notice of termination. All amounts due and payable to the Agent shall be reimbursed within a period of six (6) days of termination and SEFS shall have the right to request the Bank to offset any amounts due to it from the Agent's float. However, in any case of Agent misconduct, the Agent shall forfeit all amounts due.

PAYMENT AND COMMISSIONS

For the duration of this agreement, unless otherwise agreed in writing between parties the Agent shall receive from the SEFS a commission of (Addendum) of the value of the transactions effected by the Agent for the Ecocash services.

The Agent shall be entitled at its sole discretion, to charge any Customer a service fee for the use of The Agent's services provided that such service fees shall not exceed the prescribed fees by SEFS for provision of the services. The Agent shall, when requested by The SEFS to do so, advise the SEFS of the extent of the fees charged to the Customers. SEFS shall issue the Agent with a monthly invoice for all the required amounts for the transactions for the month including the commission due to him. The payment due to the Agent shall be made within 30 (thirty) days of the day on which the Agent issues the invoice, in the format as prescribed by the SEFS with the supporting documentation as required by the SEFS in writing, if any.

If either Party fails to pay any amount due by it under this Agreement within the periods, the other Party shall be entitled to charge and receive interest from such Party at the standard prime overdraft rate, as certified by any manager of the Standard Lesotho Bank (whose authority and appointment it shall not be necessary to prove), calculated from the date payment was due until the date of actual payment in full. Should there be a dispute on any amount referred to in 7.3, the undisputed amount has to be paid immediately and only the disputed amount can be retained until resolution. Following resolution of a payment dispute, amounts payable can be charged interest at the standard prime overdraft rate, as certified by the Standard Bank of Lesotho (whose authority and appointment it shall not be necessary to prove), calculated from the date of dispute until the date of actual payment.

SEFS reserves the right to vary, amend or change commissions within reason by giving at least Two (2) month's notice to the Agent of its intention to do so. SEFS shall only review its commissions once in twelve months. SEFS shall notify the Agent in through any communication media not limited to (SMS, Posters in ETL Retail Shops and ELT website) of any such review and the Agent shall be entitled either to adhere to such variation or to terminate this Agreement upon 90 (ninety) days' written notice to the SEFS.

THE SERVICE PROVIDED BY THE AGENT

The Agent shall provide the Service. In any transaction whereby a Customer purchases any EcoCash services, the Agent shall do the following:

Transmit the MSISDN and transaction amount to the SEFS for verification; Complete the financial transaction only once the SEFS has confirmed to the Agent that it has verified the MSISDN. Send confirmation to the Agent and the Customer regarding the cash transaction and request the Agent's Float to be debited and the customer account to be credited. In providing the Service, SEFS's Technology and Subscriber Devices will, subject to the related network operational availability and functioning from time to time to be able to properly process an Agent's transaction for the Customers.

Ensure that any Customer is made aware on registering for an eco-cash service that he shall be required to provide his personal details and that acknowledge that by subscribing to the service he consents to abide by the terms and conditions for provision of the service.

Maintain documented evidence of the subscriber details for whom eco-cash transactions have been made and shall compile monthly records and reconciliations for the transactions.

Allow SEFS and its authorised agents to inspect any records maintained for provision of the services. Ensure that the any applicant subscribing for the services provides proof of identification and supporting documentation thereof; The Agent shall ensure that start-up float is in line with the limits outlined herein Annexure "3". In order to do Cash-in, the Agent shall ensure that enough funds are deposited into the Trust Account held by Standard Lesotho Bank, minimum deposit M1,000.00.

In order to do cash out, the Agent shall ensure that all times there is adequate cash to do Cash-outs.

SEFS's OBLIGATIONS

SEFS shall be responsible for all Customer queries relating to the authorised transactions for the Eco-cash services logged to its Call Centre. Any queries received by the Agent from Customers shall be referred to the SEFS's Call Centre, unless such queries relate to the services and/or to the Agent's Technology or Devices, in which case the Agent shall be responsible for dealing with such queries. SEFS shall operate a Call Centre for the resolution of Customer queries which shall be operational between the hours of 6.00 am up to 10.00 pm on a 24/7 basis 365 days per annum. All queries shall be logged by calling **199** or by sending an E-mail to **ecocash@etl.co.ls** during this period.

SEFS shall at all times authorise cash outs for the Customers at the request of an Agent as soon as possible after the transaction verification and confirmation of availability of funds in the Agent's Liquidity Float by sending an SMS confirmation onto the cellular telephone number specified for the Customer. The Agent shall indemnify the SEFS against all claims authorised on his behalf by SEFS. It shall be the SEFS's responsibility through proper methods of verification as contemplated in Clause 8 to ensure that the Agent only transact to bona fide Customers of the Operators for connection and use on the Network services and the Agent shall have no obligations or responsibilities whatsoever in this regard.

The contact points for management escalation procedures for resolution of service delivery between the SEFS and the Agent shall be as outlined under Annexure "2" hereto.

TECHNICAL REQUIREMENTS

The Agent shall provide the Service within the framework of the Guidelines issued by SEFS and any directives that may be issued by Standard Lesotho Bank regarding liquidity requirements for his float including the applicable laws. The Agent shall be responsible to ensure the safety and security of the SIM and his PINS for operation of the EcoCash services. In the event of loss or theft of the Agent's SIM, the Agent shall be immediately request SEFS by (a) logging a call to the SEFS Call Centre requesting SEFS to block the SIM or (b) sending an e-mail to **ecocash@econet.co.ls**. SEFS shall de-activate the sim within four hours of receipt of such reports.

Agent shall remain liable for any loss incurred prior deactivation of the SIM. In the event that SEFS fails to deactivate the SIM within the prescribed time periods, SEFS shall be required to compensate the Agent for losses incurred during this period.

LIMITATION OF LIABILITY

Neither party shall be liable to the other party in any circumstances for any indirect, special, contingent or consequential loss (including, but without being limited to, loss of use, loss of goodwill, work stoppage, computer or systems failure or malfunctions, loss of data, damage to its reputation, loss of revenue, loss of business or loss of profits) sustained or incurred by the other party, howsoever arising.

COMPLIANCE WITH ALL RELEVANT REGULATIONS

The parties undertake to comply with all directions of any competent regulatory authority which govern their respective businesses and which are applicable to this agreement. It is recorded that neither party will be in breach of this agreement as a result of its complying with any direction of a competent regulatory authority where such direction is applicable to this agreement. Should either party be unable to perform its obligations under this agreement as a result of compliance with such direction, then the provisions of clause 17 shall apply.

Both parties acknowledge that the EcoCash services are provided within the frameworks regulated by the Central Bank of Lesotho. Where the Agent is found performing misconduct operations; SEFS shall apply penalties as outlined herein Annexure "4".

SOFTWARE DEVELOPMENT AND INTELLECTUAL PROPERTY RIGHTS

Each party shall bear its own costs for any equipment used to provide the services.

Each party shall, unless otherwise agreed to the contrary in writing, retain, and remain owner of, its Intellectual Property rights. Should any party develop any software, innovation, design, method, formula or the like ("technology" for purposes of this clause) in which Intellectual Property rights may vest, such Intellectual Property shall vest solely in the party which developed or acquired such technology, even if such technology was acquired or developed, subject to the provisions of clause 3 above, with specifications or information received from the other party, and provided that such specifications and information was disclosed by the other party for the specific purpose of developing or acquiring such technology.

ADVERTISING AND MARKETING

Each party shall undertake only to use the names, marks and logos of the other party, whether registered or unregistered (whether for purposes of advertising or otherwise), with the prior written permission and instructions of the other party.

The cost of any joint marketing or advertising campaigns shall be negotiated and agreed in writing between the parties from time to time. Designated representatives from both parties shall meet on a regular basis to discuss and review the implementation of the marketing and advertisements requirements of each party.

Neither party shall make or issue any formal or informal announcement, advertisement or statement to the press in connection with this agreement or otherwise disclose the existence of this agreement or the subject matter thereof to any other person, without the prior written consent of the other party.

RESTRAINT OF TRADE

It is specifically recorded that neither party shall be subject to any restraints of trade whatsoever for the purposes of this Agreement.

INFORMATION

The parties shall use their best endeavours to ensure that their directors, employees, agents and sub-Dealers keep secret all confidential information and not disclose such confidential information to any third party.

The provisions of clause 16.1 shall not apply to information which: is in or comes into the public domain other than by default of either of the parties; is or has already been independently generated by the party disclosing such information; is disclosed to satisfy a legal demand by a competent court of law or government body; is in the possession of or is known by the receiving party prior to its receipt by the disclosing party; is authorized in writing to be disclosed, but only then to the extent or for which it was disclosed.

Confidential information in this clause shall only be used for the purposes of which it was disclosed and / or for the purposes of performing the obligations of the parties in terms of this Agreement. Confidential Information that is the subject of the provisions of clause 23.1 may be disclosed to subDealers of the Parties; provided that all such subDealers shall, prior to receiving any such information, enter into a confidentiality undertaking, to give effect to the intention of this clause with the disclosing Party. Confidential information according to this clause shall include but not be limited to the following: the contents of this agreement; contents of customer connection agreement; The Company client listed; iv) Client information; v) Information on commercial practices of the parties; and vi) Information relating to accounts, any technical information and services provided. vii) The requirement for confidentiality shall survive termination of this agreement by a period of 12 months.

DISPUTE RESOLUTION

The parties accept that disputes may arise between the parties during the course of this agreement. Where any dispute arises, the parties shall refer such dispute to a joint committee of any senior manager of the Agent, as appointed at the time, and any senior manager of the Operator, or alternates appointed by them, who will use their best endeavours to resolve the dispute within 14 (fourteen) days of the dispute having been referred to them.

Should the joint committee be unable to resolve the dispute then such dispute shall be referred to arbitration in terms of clause 18, unless either party notifies the other party within 30 (thirty) days after the period in clause 17.2 above, of its intention to refer the dispute to a court of law.

ARBTRATION

Subject to Clause 17 above, should any dispute arise between any of the parties in regard to:-the interpretation of; the effect of; the parties' respective rights or obligations under; a breach of; the termination of; or any matter arising out of the termination of this agreement,that dispute shall be decided by arbitration in the manner set out in this clause.

The arbitrator shall be appointed by the parties, and failing agreement, shall be nominated in accordance with the provisions of the Arbitration Act, 1980, of Lesotho and any statutory modification or reenactment thereof. The arbitrator shall be entitled to:- investigate or cause to be investigated any matter, fact or thing which he considers necessary or desirable in connection with any matter referred to him for decision; and; make such award, including an award for specific performance, an interdict, damages or a penalty or the costs or arbitration or otherwise as he in his discretion may deem fit and appropriate.

The arbitration shall be held as quickly as possible after it is demanded, with a view to it being completed within thirty days after it has been so demanded. This clause 18 is severable from the rest of the agreement and shall therefore remain in effect even if this agreement is terminated.

This clause 18 shall not preclude any party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator. The parties hereby consent to the jurisdiction of the High Court of Lesotho in respect of the proceedings in clause 17 and the above Court shall have jurisdiction to enforce any award made by an arbitrator under this clause 18.

BREACH

Should any party ("the defaulting party") commit a breach of any of the provisions of this agreement, then the other party ("the aggrieved party") shall be obliged to give the defaulting party 14 (fourteen) days written notice or such longer period as may be reasonably required in the circumstances but in any event not longer than 30 (thirty) days, to remedy the breach. If the defaulting party fails to comply with such notice, the aggrieved party shall be entitled to cancel this agreement against the defaulting party or to claim immediate payment and/or specific performance by the defaulting party of all the defaulting party's obligations, in either event without prejudice to the aggrieved party's rights to claim damages. The foregoing is without prejudice to such other rights as the aggrieved party may have at law; provided always that, notwithstanding anything to the contrary contained in this agreement, the aggrieved party shall not be entitled to cancel this agreement for any breach by the defaulting party unless such breach is a material breach going to the root of this agreement.

NOTICES AND DOMICILLUM

The parties choose as their domicilium citandi et executandi their respective addresses set out in this clause for all purposes arising out of or in connection with this agreement at which addresses all the processes and notices arising out of or in connection with this agreement, its breach or termination may validly be served upon or delivered to the parties.

For the purpose of this agreement the parties' respective addresses shall be –

SASAI ECONET FINANCIAL SERVICES (PTY) LTD

Corner Kingsway & Palace Road; P.O Box 1037; Maseru 100

Contacts: Tel: +266 22211000: Fax number: +2 Attention: MATIKOE LETSIE As regards the Agent at: or at such other address in Lesotho, not being a post office box or poste restante, of which the party concerned may notify the others in writing.

19.1 Any notice given in terms of this agreement shall be in writing and shall –

19.2 if delivered by hand be deemed to have been duly received by the addressee on the date of delivery;

19.3 if posted by prepaid registered post be deemed to have been received by the addressee on the eighth (8th) business day following the date of such posting;

19.4 if transmitted by facsimile be deemed to have been received by the addressee one (1) business day after despatch.

19.5 Notwithstanding anything to the contrary contained in this agreement, a written notice or communication actually received by one of the parties from another including by way of facsimile transmission shall be adequate written notice or communication to such party.

19.6 Any party can change its chosen address in 20.1 above by giving the other party seven (7) days notice thereof in writing.

CESSION AND ASSIGNMENT

Neither party shall be entitled to transfer cede or assign, partially or entirely, any of its rights or obligations under this agreement to a third party without the prior written consent of the other party.

WHOLE AGREEMENT

This agreement constitutes the whole agreement between the parties as to the subject matter hereof and no agreement, representation or warranties between the parties other than those set out herein are binding on the parties.

JURISDICTION

Subject to clauses 17 and 18, the parties hereby consent and submit to the jurisdiction of the High Court of the Lesotho in any dispute arising from or in connection with this agreement.

WAIVER

No waiver of any of the terms and conditions of this agreement will be binding or effectual for any purpose unless expressed in writing and signed by both parties, and any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of either party shall in exercising any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

SEVERABILITY

Should any of the terms and conditions of this agreement be held to be invalid, unlawful or unenforceable, such terms and conditions will be severable from the remaining terms and conditions which will continue to be valid and enforceable. If any term or condition held to be invalid is capable of amendment to render it valid, the parties agree to negotiate an amendment to remove the invalidity.

VARIATION

In the event that there is any conflict between the terms and conditions contained in each of the Annexes attached hereto, and the terms and conditions contained in the body of this Agreement, then the terms and conditions contained in the body of this Agreement shall prevail.

Should either party wish to propose any change or amendment to this agreement or the Services, such party shall address a written proposal to the other party detailing the desired changes or amendments.

Should such proposal be made by:

The Agent, SEFS shall investigate the likely impact of the proposed changes or amendments and shall provide the Agent with a written report in respect thereof within a mutually agreed period, but in any event within no longer than 30 (thirty) days of receipt of proposal; SEFS, the Agent shall detail in such proposal the likely impact of the proposed changes or amendments and shall provide the SEFS with a written response in respect thereof within a mutually agreed period, but in any event within no longer than 30 (thirty) days of receipt of proposal; No change or amendment to this clause 26 shall be of any effect unless and until agreed upon between the parties in writing.

APPLICABLE LAW

This agreement will be governed by and construed in accordance with the Laws of the Kingdom of Lesotho and all disputes, actions and other matters relating thereto will be determined in accordance with such law.

VALUE ADDED TAX

Unless otherwise stipulated, all amounts referred to in this Agreement are exclusive of Value Added Tax, accordingly the Operator, or the Agent, as the case may be, shall be entitled to add Value Added Tax at the applicable rate to any amount due in terms of this Agreement.

COSTS

Each party shall bear its own legal costs in respect of the negotiation, preparation and execution of this agreement.

SUPERCESSION OF PREVIOUS AGREEMENTS

Upon its execution, this Agreement shall supersede any prior agreements relating to the subject matter of this agreement, whether oral or written, entered into between the Operator and/or the Operator and the Agent and as from the Effective Date, all transactions, procedures and obligations of the parties relating to the subject matter hereof shall hence forth be governed by the terms and conditions of this Agreement.

For the avoidance of doubt the terms of this Agreement shall govern any transactions concluded in terms of any previous agreement relating to the subject matter hereof, except to the extent that any payments due, in terms of any previous agreements, as at the Effective Date of this Agreement, shall be dealt with in terms of that previous agreement.

**ANNEXURE “A”
ANNEXURE “1”Commission**

Agent Commission structure

Cash out from an Agent by registered subscriber				
RANGE (M)	SERVICE CHARGE (M)	COMMISSION (M)	PAYER	PAYEE
1 - 10	1.00	0.55	SEFS	AGENT
11 - 50	1.50	0.83	SEFS	AGENT
51 - 100	2.25	1.24	SEFS	AGENT
101 - 250	3.30	1.80	SEFS	AGENT
251 - 500	5.00	2.70	SEFS	AGENT
500 - 1000	7.50	4.05	SEFS	AGENT
1001- 5000	11.50	6.08	SEFS	AGENT
Cash out from an Agent by unregistered subscriber				
RANGE (M)	SERVICE CHARGE (M)	COMMISSION (M)	PAYER	PAYEE
1 - 10	0	0.65	SEFS	AGENT
11 - 50	0	0.98	SEFS	AGENT
51 - 100	0	1.46	SEFS	AGENT
101 - 250	0	2.15	SEFS	AGENT
251 - 500	0	3.25	SEFS	AGENT
500 - 1000	0	4.88	SEFS	AGENT
1001- 5000	0	7.48	SEFS	AGENT

Cash in by a registered subscriber

RANGE (M)	SERVICE CHARGE (M)	COMMISSION (M)	PAYER	PAYEE
1.00 – 10.00	1.00	0.45	SEFS	AGENT
11- 50	1.50	0.68	SEFS	AGENT
51-100	2.25	1.01	SEFS	AGENT
101-250	3.30	1.50	SEFS	AGENT
251-500	5.00	2.25	SEFS	AGENT
501-1000	7.50	3.38	SEFS	AGENT
1001-5000	11.50	5.35	SEFS	AGENT

ANNEXURE “2”

The escalation procedures for any faults or failure in service shall be as follows:’

In the case of failure by AGENT to access the SEFS systems, AGENT shall notify the SEFS team through the duly advised contact persons.

SEFS will internally allocate resources to work on the faults within 24 hrs.

SEFS shall give AGENT an update on the progress made towards the resolution of the fault every 2 hrs from the time of receipt of notification. Upon resolution of the fault or failure by SEFS, it shall inform AGENT who shall confirm the fault has been resolved in writing.

In the event of failure to resolve the fault, the party’s respective teams shall meet for the purposes of resolving the fault expeditiously.

SEFS CONTACT LIST

NAME	TELEPHONE	E-MAIL
Call Centre (06h00 – 22h00)	199	N/A
Walk-in Centre / Agents Support	198	ecocash@etl.co.ls
(08h00 – 18h00) [Mon – Sat](08h00 – 14h30) [Sun]	143	inmclesotho@etl.co.ls
NOC (22h00 – 06h00)	+266-62225245	peeam@etl.co.ls/
Operations: Moselane Peea or Malisema Chabane	+266-62223335	chabanem@etl.co.ls
Distribution : Paulinah Moreira	+266-62225830	moreirap@etl.co.ls
GM Matikoe Letsie	+266-62225545	letsiem@etl.co.ls

ANNEXURE “3”

Operating Floats

Tiers	Limit
Sub-Agent	M5000 minimum
Agent	M5000 minimum
Super-Agent	M30 000 and greater

ANNEXURE “4”

Agents (Sub Agent, Agent and Super-Agent) Offences and Penalties

Key: Offence Ranking

Ranking 1	Serious irregularity very likely to severely affect SEFS) profitability, reputation or customer goodwill including misdeeds that are likely to raise regulatory compliance issues or issues with respect to compliance with SEFS’s AML (Anti-Money Laundry) Policy, which constitutes (Know Your Customer, Anti-Money Laundering and Combating Terrorist Financing) procedures.
Ranking 2	Serious abnormality likely to affect profitability and likely to pose a harmful affect to reputation and customer goodwill of EcoCash.
Ranking 3	Nominal irregularities unlikely to harm SEFS profitability or raise regulatory compliance issues or put SEFS at reputational risk or cause loss of customer goodwill.

Offence ranking; depending on the severity/frequency offence

#	Rank	Abnormality/ Irregularity	Ranking	Penalty
Serious Irregularity				
1	1	Breaking down of Cash-ins AND Cash-outs to earn more commission	Offence 1	-Claw back of commissions dishonestly earned -Mandatory Suspension of offending Agents for 3 months
			Offence 2	-Termination of Agency contract -Claw back of commissions dishonestly earned -Blacklisting of Agent & its main officers -Civil proceedings for commission recovery -Criminal charges for fraud/theft/obtaining by dishonesty
2	1	Cheating commission structure to earn more commission False Registrations of subscribers to use to generate commissions	Offence 1	-Claw back of commissions dishonestly earned -Mandatory Suspension of offending Agents for 3 months
			Offence 2	-Termination of Agency contract -Claw back of commissions dishonestly earned -Blacklisting of Agent & its main officers -Civil proceedings for commission recovery -Criminal charges for fraud/theft/obtaining by dishonesty

3	1	False Registrations of subscribers to use to generate commissions		<ul style="list-style-type: none"> -Claw back of commissions dishonestly earned -Mandatory Suspension of offending Agents for 3 months -Termination of Agency contract -Claw back of commissions dishonestly earned -Blacklisting of Agent & its main officers -Civil proceedings for commission recovery -Criminal charges for fraud/theft/obtaining by dishonesty
4	1	Charging customers for registrations Charging customers extra fees for transactions		<ul style="list-style-type: none"> -Warning Letter -The Agent should reimburse the customer -The Agent should reimburse customer -Mandatory Suspension of offending Agents for 3 months -Termination of Agency contract
5	1	Asking for customer EcoCash PINS Apparent collusion with criminals to facilitate Ecocash fraud	Offence 1	<ul style="list-style-type: none"> -Termination of Agency contract -Criminal charges for fraud/theft/obtaining by dishonesty; -Blacklisting of Agent and its main officers
Non-Compliance with AML Policy & Customer Protection Irregularities				
6	1	Not providing valid business documents and identity document within given timeframes (within 2 months)	Offence 1	<ul style="list-style-type: none"> -Warning letter for termination of contract -Suspension of Agent until required documents submitted
7	2	Not operating within expected time after signing a contract and given training and operating tools (within 2 months) Inactive Agent for 3 months	Offence 1 Offence 2	<ul style="list-style-type: none"> -Warning letter for termination of contract -Termination of Agency contract
8	2	Facilitating customer cash-out from non-present customer and giving cash to the other person	Offence 1 Offence 2 Offence 3	<ul style="list-style-type: none"> -Warning letter for termination of contract -Suspension of offending Agent for 1 month -Termination of Agency contract
9	2	Offering Customers fake money	Offence 1 Offence 2	<ul style="list-style-type: none"> -Mandatory Suspension of offending Agents for 3 months if done unintentionally -Termination of Agency contract if the offence is done intentionally -Termination of Agency contract -Criminal charges for fraud and dishonesty -Blacklisting of Agent and its main officers

Nominal Irregularities				
10	3	<p>Relocation of Agent operating location without prior consent of SEFS</p> <p>Selling/lending/giving away either agent codes or merchant codes to other people without SEFS's consent</p> <p>Mistreating EcoCash customers or not assisting them as per the best practices</p> <p>Operating below the minimum thresholds set / agreed on with SEFS</p>	<p>Offence 1</p> <p>Offence 2</p>	<p>-Warning letter and suspension of offending Agent until new location assessed.</p> <p>-Suspension of offending Agent for 3 months</p> <p>-Termination of Agency contract</p>
11	3	<p>Taking advantage of Agent campaign competitions with acts of dishonesty</p>	<p>Offence 1</p> <p>Offence 2</p> <p>Offence 3</p>	<p>Warning letter (if the offence is insignificant and SEFS has not incurred financial loss) but this can result in Termination of Agency contract</p> <p>-Disqualification in the campaign</p> <p>-Suspension of offending Agent for 3 months</p> <p>-Termination of Agency contract</p>

Disclaimer: SEFS reserves a right to take action in any other Agent irregularity that can be found apart from the ones stated in this document.