

TELECASH AGENT APPLICATION FORM

UNIQUE AGENT CODE: _____

AGENT'S DETAILS

Name of Company/Partnership: _____

Physical Address: _____

Postal Address: _____

Telephone No _____ Fax _____ E-mail address _____

Cellphone No _____

Vat Registration Number _____

DIRECTORS / PARTNERS DETAILS

NAME	RESIDENTIAL ADDRESS	CELL PHONE No
1		
2		
3		
4		

BANKERS DETAILS

Bank Name and Address _____

Branch _____

Bank Name and Address _____

Branch _____

TRADE REFERENCES

COMPANY NAME	ADDRESS	ACCOUNT NUMBER	CREDIT TERMS	CONTACT DETAILS
1				
2				
3				

APPLICANT'S DETAILS

NAME: _____ ID NUMBER: _____

DESIGNATION: _____ SIGNATURE: _____

AGENT QUIRIES TO BE ADDRESSED TO

NAME: _____ DESIGNATION: _____

CONTACT DETAILS _____

AUTHORISED AGENT TRANSACTOR

NAME: _____ ID NUMBER: _____

NAME: _____ ID NUMBER: _____

DECLARATION BY AUTHORISED SIGNATORIES

We, the undersigned: _____
(Full Names of Both Signatories)

hereby make application to be appointed as an authorized Agent for the Telecash Services provided by TELECEL ZIMBABWE . By our signature/s, hereon we agree that the Agent will be subject to the following conditions:-

1. Compliance by the Agent with the vetting criteria determined by TELECEL / THE BANK in their sole and absolute discretion.
2. Acceptance and signing of the Agency agreement between TELECEL ZIMBABWE, THE BANK and the AGENT.
3. The legal costs of any recovery of any overdue account shall be our responsibility and shall be on an attorney-client scale including, for the avoidance of doubt, collection commission in terms of the by-laws of the Law Society from time to time.
4. Our domicilium citandi et executandi (address) for the purpose of any suit, write or other process of any court shall be:

(Insert Physical not Postal Address)

The Agent hereby declares and warrants that all information furnished in this document, including all supporting documentation is true and correct in every respect and that TELECEL and The Bank may rely upon it. The Agent indemnifies and holds TELECEL and THE BANK harmless against any losses, expenses, costs or damages of whatsoever nature, whether direct, indirect or consequential, incurred by TELECEL and /or THE BANK arising out of the information provided herein being false, inaccurate or otherwise incorrect in any respect and / or failing to timeously advise TELECEL in writing of any changes to the information, for any reason whatsoever.

Signed at: _____ this day _____

WITNESSES

1. _____
Signature _____ Name and Capacity _____

2. _____
Signature _____ Name and Capacity _____

FOR OFFICE USE ONLY:

APPROVED / DECLINED

TELECEL: _____
Signature _____ Name and Capacity _____ Date _____

TELECASH AGENT TERMS AND CONDITIONS

These terms and conditions form the contract between TELECEL Zimbabwe Pty Limited (Telecash) and its Agent to provide mobile money transfer and payment services (Telecash) offered by Telecel Zimbabwe at part of its mobile phone services and products within Zimbabwe on a non-exclusive basis.

While the Bank is a registered commercial bank which has been appointed by Telecel to provide banking services, please refer to the Regulatory Authority (RA) for the full terms and conditions of the Telecash Services provided by Telecel Zimbabwe as part of its mobile phone services and products within Zimbabwe on a non-exclusive basis.

1.1. The Agent shall be responsible to the provisions of such agency services to Telecel and to provide banking services, please refer to the Regulatory Authority (RA) for the full terms and conditions of the Telecash Services provided by Telecel Zimbabwe as part of its mobile phone services and products within Zimbabwe on a non-exclusive basis.

1.2. The Agent shall be responsible to the provisions of such agency services to Telecel and to provide banking services, please refer to the Regulatory Authority (RA) for the full terms and conditions of the Telecash Services provided by Telecel Zimbabwe as part of its mobile phone services and products within Zimbabwe on a non-exclusive basis.

DEFINITIONS:

1.1. **Agent** means a company, organization or body appointed by Telecel to act on behalf of Telecel in providing the Telecash services to the customer or end user in accordance with the terms and conditions of the Mobile Money Transfer and Payment System.

1.2. **Initial Payment** means the cash payment that the Agent will make into the Telecel Trust Account in exchange for its commodity float.

1.3. **Agent float** means the total amount of e-money that an Agent has in their mobile money account on the Telecash Transfer and Payment System.

1.4. **Agreement** means these Conditions of the Telecash System, including the agency agreement between Telecel and the Agent together with the Agent Application form.

1.5. **Application form** means the application form issued by Telecel for Agency Application.

1.6. **Call centre** means the Telecel customer call centre.

1.7. **Cash-in** means a cash payment made by a user to fund their Telecash account by winning an Agent and making a deposit for the purchase of e-money from the Agent to be credited to the customer's e-cash account.

1.8. **Cash-Out** means physical cash withdrawn by the user from their Telecash account by visiting an Agent to redeem e-money for physical cash.

1.9. **Contract period** means the period this agreement shall be in operation for as specified in Clause 3.

1.10. **Customer name** every person whose name and Telecash account is registered in connection with the use of Telecash services.

1.11. **E-money** means the electronic money issued by Telecash and representing an entitlement to an equivalent amount of cash held by Telecash in respect of the purchase of such electronic value.

1.12. **Telecash Procedure Manual** means the Telecash instruction booklet or guidebook that contain information and instructions about Telecash.

1.13. **Telecash Services** means the mobile money transfer and payment services that Telecel provides.

1.14. **Telecash Transfer and Payment System** means the Telecash mobile money system on which the Mobile Money Transactions are done.

1.15. **Place** (Location) means the ability of the Agent to offer Telecash services. This is determined by how much the Agent has deposited into the Telecel Trust Account.

1.16. **PIN** means the Personal Identification Number (secretly) by the Agent.

1.17. **Outlet** means a store that sells goods or services to the public.

1.18. **Start PIN** means the 4 digit PIN assigned to you that you must use to activate your account and which you have to change to your own pin which you will always remember. You will always use when making money transfer through your cell phone.

1.19. **Transaction fees** mean the charges payable by the customer for use of the Telecash services.

1.20. **Trust Account** means the account that Telecel holds for the Telecash Agents to make deposits in exchange for e-money.

NOW THEREFORE IN CONSIDERATION OF THE FOREGOING THE PARTIES HAVE AGREED AS FOLLOWS:

2. SCOPE OF AGENCY

Telecel hereby appoints and retains the Agent, on a non-exclusive basis, to perform functions, services and such other acts as the Agent is specifically required to do pursuant to the terms of this agreement. The Agent agrees to perform its duties under the supervision of Telecel and The Bank, within Zimbabwe commencing on the date of signature of this agreement, subject to termination by the Parties.

3. AGENT'S RIGHTS AND OBLIGATIONS

3.1. The Agent shall be bound upon execution of this Agreement, if not already done prior to such execution, register with Telecel as a Customer and have an Agent line to facilitate registration as an Agent mobile money Agent. The Agent shall make the Telecash Services offered by Telecel and supervised by the Bank, including any other products and services as may be determined by Telecel and its partners, from time to time.

3.2. The Agent shall be obliged to furnish Telecel with transaction and float liquidity management reports, and other regulatory reporting requirements prescribed by regulatory authorities from time to time.

3.3. The Agent undertakes to use its best endeavours to register new customers for the Telecash Services.

3.4. The Agent shall be obliged to register Customers through the Outlets in accordance with the requirements set out by Telecel and the regulatory guidelines stipulated by the Bank from time to time, which shall include but not be limited to obtaining identification documents from the Telecash Services customers. The Agent shall ensure that the customer's identification documents, including the name, national identity number, mobile number, physical address and any other

information so required for registration on the Telecash Mobile Money Transfer and Payment System.

3.5. The Agent's outlets shall be staffed by appropriately qualified and trained staff members. Should Telecel organize training for Outlet staff, the Agent will ensure that Outlet staff are maintained. The Agent shall be deemed to do anything which could reasonably be regarded as inconsistent with this obligation.

3.6. The Outlets shall perform cash-in and cash-out transactions for customers and shall maintain appropriate levels of cash and Agent float liquidity in order to meet market demand for these transactions.

3.7. The Agent shall not effect any transactions that are over and above the amounts placed in the Trust Accounts with The Bank or where the Agent has insufficient funds to meet the value of transactions and charges applicable thereto.

3.8. The Agent shall not display or procure the display of any advertising or promotional material pertaining to the subject matter of this Agreement, without obtaining the prior written approval of Telecel as to the format and content of such material. Telecel will provide start-up promotional material to the Agent. The Agent shall ensure that all such material is in accordance with Telecel and shall provide the templates and the agent will ensure there is agent's logo.

3.9. The Agent shall actively participate in and promote all Telecash Services special offers and packages offered by Telecel from time to time.

3.10. The Agent shall furnish The Bank and/or Telecel with written progress reports detailing the conduct of its business in accordance with the Agreement promptly upon request to do so by The Bank and/or Telecel.

3.11. The Agent shall comply, at its own cost and expense, with all laws, telecel conditions and the requirements of the Telecash Services and to indemnify Telecel against any third party liability relating to any of the matters contemplated in this Agreement.

3.12. The Agent shall ensure that it controls over and takes full responsibility for its employees, their acts and omissions.

3.13. The Agent shall provide all necessary human and other resources required to efficiently and timely deliver appropriate Telecash Services and to adequately fulfill its obligations in terms of this Agreement.

3.14. The Agent shall comply with all laws and quality standards with regards to offering Telecash Services. The Agent may publish from time to time.

3.15. The Agent shall reconcile all Telecash Services transactions on a daily basis and keep proper records of all transactions for a period of not less than 3 (three) years.

3.16. The Agent shall compile any reports, details, schedules, forecasts, statistics and any other necessary information required by regulatory purposes and those shall be verified and signed by the Proprietor or Director or appointed Manager of the Agency as true and correct in all respects.

3.17. The Agent shall ensure that the customer is aware that upon registering, by virtue of furnishing their signature on the registration form, they are agreeable to Telecel's Terms and conditions and applicable fees, which are subject to review from time to time.

3.18. The Agent shall notify every customer and potential customer of any terms, conditions, provisions and any other additional information in relation to the Telecash Services and the Agent to pass on to such customer and/or potential customer from time to time.

3.19. The Agent shall not to itself grant any discount or rebate or provide to any customer or potential customer, which is not in accordance with the written contract of Telecel and the Agent is prepared to do so at its own cost.

3.20. The Agent shall ensure that, at all times, during the contract period, the balance of the account shall be in the minimum balance. 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 take its balance to at least the minimum balance.

3.21. In facilitating the registration of new customers, the Agent shall ensure that the applicant is a Telecel subscriber with an active SIM card.

3.22. Ensure that the registration forms are completed accurately and signed by the Applicant.

3.23. Ensure that all the supporting documents submitted are complete.

3.24. Ensure that details contained in each Registration Form are verified against the Supporting documents.

3.25. Ensure that copies of all Supporting documents are verified against and conform to the originals thereof.

3.26. Signify himself as to the identity of the Applicant, and

3.27. Upon receipt of an applicable registration form duly completed together with all Supporting documents, the Agent shall be subject to the documents being in order the Agent will request Telecel to open and activate a Telecash account in the name of the applicant.

3.28. Where the Agent is involved in money laundering, unusual financing or any illegal activities, the Agent shall be liable for any such perpetrated activities. Telecel will not, in any way be party or held liable to such illegal activities.

4. OBLIGATIONS OF TELECEL

4.1. Telecel shall

4.2. Supply and make available to the Agent, the registration forms

4.3. Ensure that the Mobile Money Transfer and Payment System operate effectively in accordance with the provisions of the Telecash Procedure Manual

4.4. Ensure that adequate marketing campaign material is available for use by the Agent

4.5. Have a fully operational Call Centre serviced by qualified employees and a complaint handling system to assist in the resolution of problems related to the Telecash Services.

4.6. Ensure that the Call Centre is open for query resolution between 08:00hrs and 18:00hrs on weekdays to Sundays, which operating times may be reviewed by Telecel from time to time.

4.7. Telecel reserves the right to disconnect the Agent from Telecel network at any time, if it determines that the Agent is in breach of the terms and conditions of this agreement, or if it determines that the Agent is in breach of the terms and conditions of this agreement, or if it determines that the Agent is not complying with the terms and conditions of this agreement.

4.8. Telecel excludes warranties of all kinds, and shall not be liable for any costs, loss, damage, or expenses, special or consequential, whatsoever and howsoever arising whether from any suspension or termination of this Agreement or otherwise.

4.9. Telecel shall have the right at any time during the contract period to inspect the Agent's Outlets and business operations to ensure compliance with the terms of this Agreement.

4.10. Telecel reserves the right to vary the terms of this Agreement, the Telecel Agents, and the terms and conditions of this Agreement, at any time and for any reason whatsoever. Variations will be notified by way of letter, advertisement in a daily newspaper, SMS, or on Telecel's website and/or by using any other suitable means and the Agent shall be deemed to have been notified of any such variation whether or not they have actually come to the Agent's attention. The Telecel Agents Manual will be provided by Telecel as part of the Agent starter pack.

4.11. Telecel will train outlet staff so that they are proficient with Telecash before they start offering the Telecash services to the market. Telecel will meet all expenses related to the training venue and training materials, while the Agent will be responsible for the accommodation and transportation expenses incurred by the outlet staff when they attend training.

5. THE BANK'S OBLIGATIONS

5.1. Provide necessary role to ensure that Agents comply with the regulatory requirements as specified by the Reserve Bank of Zimbabwe ("RBZ") and any other lawful regulatory body.

5.2. Monitor acceptable liquidity levels for the Agents and ensure compliance with updated recommendations from the RBZ, in order to make cash payments as required by the RBZ.

5.3. Facilitate inspections of Agent(s) premises and operations by the RBZ.

5.4. Monitor agents with regard to investigating any suspicious behaviour and/or transactions in terms of governing RBZ regulations.

5.5. Ensure that agents maintain proper and adequate records of all financial transactions for inspection by it, Telecel or any other relevant authority.

5.6. Ensure that the Agent has adequate float inventory uploaded to pay out to the recipients at any given time.

5.7. Monitor Agents with regard to investigating any suspicious behaviour and/or transactions in terms of governing RBZ regulations and Know Your Customer (KYC).

6. COMMISSION

6.1. The commission shall be paid each month, a statement shall be rendered monthly by Telecel to the Agent which statement shall show all income and disbursements.

6.2. The commission shall be reviewed by Telecel from time to time at its discretion.

7. INDEPENDENT CONTRACTOR

7.1. The Parties acknowledge that, save for the dates and powers of the Agent as stated in clause 3, Telecel retains the sole and exclusive right to determine the nature and other purposes of the partnership and the relationship between the Parties, whether for or on any other purpose.

7.2. Subject to clause 3, Telecel neither Party shall have the right to bind the other to any agreement with a third Party or to incur any obligation or liability on behalf of the other Party.

8. CONFIDENTIALITY

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

8.2. Each Party agrees to keep all information confidential and agrees that it shall not without the prior written consent of the sub-agent, customer or Telecel divulge information relating to the sub-agent, customer or Telecel, unless required to do so by law enforcement agents upon which Telecel should be consulted.

9. RECORD KEEPING

9.1. The Agent shall keep records in line with Telecel requirements. These records shall include

9.2. The registration particulars of each applicant. The register for recording the registration particulars will be provided as part of the Agent starter pack.

10. SECURITY MANAGEMENT

10.1. In the event of loss of the Agent's SIM card, the Agent is required to inform Telecel immediately so that the SIM card is blocked. The Agent can contact the Telecel call centre on 150 or send an e-mail to telecash@telecel.co.zw. Reporting immediately will prevent unauthorised use. The Agent will be liable for any losses and costs incurred before the disconnection of the SIM card issued by Telecel.

10.2. The Agent is responsible for ensuring their cash float and the call phone used for mobile money transactions. Telecel will not be liable for any loss of cash from the Agent's premises.



11. BREACH

- 11.1.1. The Agent shall have the right to terminate agency in the event that the Agent:
 - 11.1.1.1. Commits any act of fraud or theft against customers, Teledcel or the Bank involving the use of the Teledcel mobile money facility, and/or fails to meet Agent requirements set by Teledcel for two consecutive months, and/or
 - 11.1.1.2. Commits an act that brings Teledcel or the Bank into disrepute, and/or
 - 11.1.1.3. Fails to perform any of its obligations in terms of this Agreement

12. TERMINATION

Teledcel may terminate this Agreement immediately on writing to the Agent, subject to the breach of any of the provisions of clause 11 hereof

13. DISPUTE RESOLUTION

13.1. In the event of any dispute between the parties arising from this Agreement, the parties shall endeavour to resolve it by negotiation between their authorized representatives within seven (7) days of such dispute arising.

13.2. In the event that the parties fail to reach agreement within the aforesaid period of seven (7) days, either party may refer the dispute to arbitration.

13.3. Not with standing anything to the contrary contained in this clause neither party shall be precluded from obtaining interim relief from a court of competent jurisdiction including any arbitral tribunal pending the decision of an arbitral tribunal appointed in terms of this clause.

13.4. The arbitration shall be held:

- 13.4.1. in Harare, Zimbabwe; and
- 13.4.2. With such legal and other professional representatives as the parties may require; and
- 13.4.3. In terms of the Arbitration Act (Chapter 7:15), as amended from time to time, it being the intention of the parties that the arbitration proceedings shall be held and completed as soon as possible.
- 13.4.4. The arbitrator shall be:
 - 13.4.4.1. a legal matter, a registered legal practitioner of at least fifteen (15) years standing;
 - 13.4.4.2. An accounting matter, a practicing chartered accountant of at least fifteen (15) years standing;
 - 13.4.4.3. Any other matter, an independent person who is an expert in the field in which the dispute has arisen, agreed upon between the parties.

13.5. Should the parties fail to agree whether the dispute is principally a legal, accounting or other matter within seven (7) days after the parties agreement to refer the dispute to arbitration, the matter shall be deemed to be a legal matter.

13.6. Should the parties fail to agree on an arbitrator within seven (7) days after the matter was referred to arbitration in terms of clause 13.5 hereof, the arbitrator shall be appointed at the request of either party to the dispute by the Executive Secretary of the Law Society.

13.7. The decision of the arbitrator shall be final and binding on the parties, and may be made an order of the court at the instance of either of the parties.

13.8. The provisions of this clause

- 13.8.1. Constitute an irrevocable consent by the parties to any proceedings in terms of this clause and neither party shall be entitled to withdraw there from or to claim in any such proceedings that it is not bound by such proceedings.
- 13.8.2. It is acceptable from the Agreement and shall remain in effect despite the termination of or invalidity for any reason of this or any part of Contract

14. MUTUAL CO-OPERATION

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

15. ENTIRE AGREEMENT

This Agreement, together with the schedules hereto, constitutes the entire agreement between the Agent and Teledcel and shall supersede all other agreements, understandings, oral or written, made between the parties hereto, whether made before or after the date of this Agreement, and shall be binding and enforceable in accordance with its terms.

16. AMENDMENT

This Agreement, including its schedules, may be amended by Teledcel by way of bulletin and written to the Agent and signed by both parties. Any amendments shall be binding and enforceable if legal force and they are contained in this Agreement.

17. ASSIGNMENT

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

18. HEADINGS

The headings in this Agreement are for reference purposes only and shall not affect the interpretation or meaning of this Agreement.

19. NOTICES

18.3

The Agent

THIS DONE AND SIGNED AT ON THIS DAY OF

.....2013 IN THE PRESENCE OF THE UNDERSIGNED WITNESSES

AS WITNESSES

- 1.
- 2.

FOR AND ON BEHALF OF THE AGENT

THIS DONE AND SIGNED AT ON THIS DAY OF

.....2013 IN THE PRESENCE OF THE UNDERSIGNED WITNESSES

AS WITNESSES

- 1.
- 2.

FOR AND ON BEHALF OF TELECEL ZIMBABWE (PRIVATE) LIMITED

THIS DONE AND SIGNED AT ON THIS DAY OF

.....2013 IN THE PRESENCE OF THE UNDERSIGNED WITNESSES.

AS WITNESSES

- 1.
- 2.

FOR AND ON BEHALF OF BANK LIMITED

SUPPORTING DOCUMENTS

All applicants must submit the documents enlisted below

- I. Duly signed out Teledcel Agent Application form
- II. Certified copy of Certificate of Incorporation
- III. Certified copy of PTA
- IV. Certified copy of Tax Clearance
- V. Valid passport photo of the Directors
- VI. Certified copies of National Identity Documents
- VII. Physical address of one permanent outlet
- VIII. Start up minimum amount as stipulated in the offer letter
- IX. Valid trading license

In order to allow time specified in the Agreement to all banks, requests, approvals, consents and other communications required or permitted under this Agreement shall be in writing and shall be personally delivered or sent by mail, registered or certified return receipt requested, postage pre-paid, courier service to the address to the address specified above. Notices shall be deemed given on the day actually received by the party to whom the notices is addressed.

20. WAIVER

No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the party waiving its rights.

21. SEVERABILITY

Any provision of this Agreement held by a court of competent jurisdiction to be contrary to any law shall be severed from the agreement, but such severance shall not render the remaining provisions of this agreement ineffective. The remaining provisions of this Agreement will remain in full force and effect.

22. NO THIRD PARTY BENEFICIARIES

No party to this Agreement shall be deemed to be a beneficiary of any rights or duties of action in or on behalf of, any person or entity other than the Teledcel and the Agent.

23. FORCE MAJEURE

23.1. Not with standing any provision contained in this Agreement, neither Party shall be liable to the other Party for any delay or failure to perform its obligations under the Agreement as a result of rebellion or other civil disorder, belligerent aggression by an enemy or war, strikes, lack of available resources from persons other than parties to this Agreement, labour disputes, electrical equipment or system availability delay or failure, fire, flood, pest, or any other cause not within control and which is the exercise of the reasonable diligence it is unable to prevent, whether in the days of custom hereinafter enumerated or not.

23.2. Upon the occurrence of any force majeure event, the affected party will promptly give written notice to the other party and will use commercially reasonable effort to minimize the impact of such Force Majeure event.

24. GENERAL

24.1. The parties shall comply with all legal requirements, applicable to their role in effecting transactions

24.2. Legal or regulatory requirements may require Teledcel to obtain and report certain information about the operations of the Agent. In order to comply with any such legal or regulatory requirements, Teledcel may at any time submit such information as it may have in its possession to the legal or regulatory authority. The Agent shall assist Teledcel in carrying out its legal or regulatory obligations and shall promptly and promptly provide any information that Teledcel reasonably requests for the purposes of complying with such legal or regulatory requirements.

24.3. None of the Parties shall at any time publish or cause to be published, orally or in writing, in any other person whatsoever (including in the public or any section of the public) any information concerning this Agreement or any other information of any nature whatsoever concerning either Party or any other matter regarding the internal affairs of either Party, unless such information or matter is related to be confidential or not, without the express written permission of the other Party. This consent is given by the Agent on the understanding that Teledcel shall take all reasonable steps to enforce obligations in the form aforesaid.

24.4. Each of the Parties shall, at its expense, obtain, and renew, in accordance with any law or regulations for the time being in force, all permits, licenses and authorizations required for the performance of its obligations under this Agreement.

24.5. Where this Agent disagrees at Point of Sale terminal with the Teledcel System, Teledcel may, at its expense, conduct by mail or communication a third party to conduct a system audit to test the System integrity of the Agent.

25. GOVERNING LAW AND JURISDICTION

The validity, construction and interpretation of this Agreement and the rights and duties shall be governed by the laws of Zimbabwe and the parties submit to the jurisdiction of any competent court thereof.

17. APPLICABLE LAW

This Agreement shall be governed by the laws of Zimbabwe

18. COMMUNICUM CITANDI ET EXECUTANDI

The Parties choose as their *communis locus contractus* for all purposes under this Agreement the following address:

18.1	Teledcel Zimbabwe No. 148 SARA RD Gauteng Harare The Bank
18.2

11. BREACH

- 11.1. The Agent shall have the right to terminate agency in the event that the Agent:
 - 11.1.1. Commits any act of fraud or theft against customers, Teledcel or the Bank involving the use of the Teledcel mobile money facility, and/or fails to meet Agent requirements set by Teledcel for two consecutive months, and/or
 - 11.1.2. Commits an act that brings Teledcel or the Bank into disrepute, and/or
 - 11.1.3. Fails to perform any of its obligations in terms of this Agreement

12. TERMINATION

Teledcel may terminate this Agreement immediately on writing to the Agent, subject to the breach of any of the provisions of clause 11 hereof

13. DISPUTE RESOLUTION

13.1. In the event of any dispute between the parties arising from this Agreement, the parties shall endeavour to resolve it by negotiation between their authorized representatives within seven (7) days of such dispute arising.

13.2. In the event that the parties fail to reach agreement within the aforesaid period of seven (7) days, either party may refer the dispute to arbitration.

13.3. Not with standing anything to the contrary contained in this clause neither party shall be precluded from obtaining interim relief from a court of competent jurisdiction including any arbitral tribunal pending the decision of an arbitral tribunal appointed in terms of this clause.

13.4. The arbitration shall be held:

- 13.4.1. in Harare, Zimbabwe; and
- 13.4.2. With such legal and other professional representatives as the parties may require; and
- 13.4.3. In terms of the Arbitration Act (Chapter 7:15), as amended from time to time, it being the intention of the parties that the arbitration proceedings shall be held and completed as soon as possible.
- 13.4.4. The arbitrator shall be:
 - 13.4.4.1. a legal matter, a registered legal practitioner of at least fifteen (15) years standing;
 - 13.4.4.2. An accounting matter, a practicing chartered accountant of at least fifteen (15) years standing;
 - 13.4.4.3. Any other matter, an independent person who is an expert in the field in which the dispute has arisen, agreed upon between the parties.

13.5. Should the parties fail to agree whether the dispute is principally a legal, accounting or other matter within seven (7) days after the parties agreement to refer the dispute to arbitration, the matter shall be deemed to be a legal matter.

13.6. Should the parties fail to agree on an arbitrator within seven (7) days after the matter was referred to arbitration in terms of clause 13.5 hereof, the arbitrator shall be appointed at the request of either party to the dispute by the Executive Secretary of the Law Society.

13.7. The decision of the arbitrator shall be final and binding on the parties, and may be made an order of the court at the instance of either of the parties.

13.8. The provisions of this clause

- 13.8.1. Constitute an irrevocable consent by the parties to any proceedings in terms of this clause and neither party shall be entitled to withdraw there from or to claim in any such proceedings that it is not bound by such proceedings.
- 13.8.2. It is acceptable from the Agreement and shall remain in effect despite the termination of or invalidity for any reason of this or any part of Contract

14. MUTUAL CO-OPERATION

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

15. ENTIRE AGREEMENT

This Agreement, together with the schedules hereto, constitutes the entire agreement between the Agent and Teledcel and shall supersede all other agreements, understandings, oral or written, made between the parties hereto, whether made before or after the date of this Agreement, and shall be binding and enforceable in accordance with its terms.

16. AMENDMENT

This Agreement, including its schedules, may be amended by Teledcel by way of bulletin and written to the Agent and signed by both parties. Any amendments shall be binding and enforceable if legal force and they are contained in this Agreement.

17. ASSIGNMENT

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

18. HEADINGS

The headings in this Agreement are for reference purposes only and shall not affect the interpretation or meaning of this Agreement.

19. NOTICES



