Airtel Rwanda Ltd, Remera P. O. Box 4164,Kigali. Tel: 0730777777 airtelmoney@rw.airtel.com



Name of Organisation	
Registered Address	Name of Building
Nature of Business	Email Address Contact Person
airtel Money Account Details	Nickname
Bank Details Registration number of	A/C No
Company or Organisation  Particulars of Directors/ Partners/Members/Trustees	Name         Tel.No           Name         Tel.No           Name         Tel.No           Name         Tel.No           Name         Tel.No           Name         Tel.No
Tax Registration Number	TIN Number:
Type of ID	Certified copy of Certificate of Incorporation/Registration and Memorandam & Articles of Incorporation, Partnership Deed, Constitution or equivalent Certified copy of TIN/VAT Certificate Certified copy of Trading License or its equivalent Certified copy of Lease/Tenancy / Title Document for the company premises  Certified copy of statement of particulars of Directors/ Members/Partners Copies of Directors' ID Cards / Passports Residence Details of Directors/Members/Partners Other ID (specify)
Additional Information	
specified overleaf a copy of whi	nation provided above is true and correct and the Applicant wishes to register as an airtel Money Agent bound by the terms and conditions ich is available on airtel Rwanda website: <a href="www.africa.airtel.com/Rwanda.confirm">www.africa.airtel.com/Rwanda.confirm</a> that I have read and fully understood the terms and conditionand that this Registration Form and the attached terms and conditions constitute a binding Agrement between the Applicant and airtel Rwar
For and on behalf of the Applic	cant's
Name	
	nts of Applicant seen and verified
)istributor Representative/TSN	N's Name

The terms and conditions set out below (this 'Agreement') shall apply to aintel Money Services provided by the Agent. By registering as an aintel Money Agent the Agent automatically agrees to ablie by this Agreement. It is important that you read and understand these provisions of this agreement before registering to as an airted Money Agent. These Terms and Conditions shall together with the registration form overteal constitute an Agreement legally binding on you and your successors or personal representatives and assigns.

1. DEFINITIONS
In this Agreement, the following terms and expressions shall, unless the context otherwise requires, have the following

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

11 "Active" means, in relation to a SIM Card, that services for which it is enabled are conducted through it on a regular basis it is enabled are conducted through it on a regular basis.

12 "Agreement" means this agreement and all Sections hereto.

13 "Applicant" means arity person who applies or is in the process of applying for a Airtel money Account through the Agent.

14 "Balance" means the amount of E-Value from time to tome standing to the credit of the Agent's Airtel money Account.

15 "Cash Float" means the cash to be provided and maintained by the Agent at the Outlet for the provision of the relevant.

Anner Services. 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
17-CR4-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 Kirtel money Account
18-CR3-but Fee Termast the fee pagable by a Customer to Airtel for each Cash-out Transaction undertaken by the Agent
at the Customer's request
19-CR3-but Transaction' means the process of redeeming E-Value from a Customer's Airtel money Account for cash from

19 "Cash-out Transaction" means the process of redeeming E-Value from a Customer's Airtel money Account for cash from an Agent
110 "Commission" has the meaning specified in clause 51 and includes all applicable taxes.
110 "Commission" has the meaning specified in clause 51 and includes all applicable taxes.
111 "Confidental Information" means at thread servers, how-how, information and data finctuding all financial, legal, marketing, technical and other knowledge and information), whether or not in material form, relating to Airtel, Airt the money and the Airtel money Services and all other confidential information disclosed by or no behalf of either Party to the other including this Agreement
112 "Confirmation SNF" means an SNS 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
113 "Contract Period means the initials priced of Twelve (20 months from the Effective Date and subject to the rights of seating termination shall automatically be renewed for further periods of Twelve (12) months each until terminated in accordance with clause 13 20 cm<sup>2</sup> 33

ter in alous I state autonization yet relevend or under periods or meeter (27) incline each or institution institution and the control of the

pursuant to clause 4.2.

116 "Agent's Airet Imoney Account" means the Airtel money Account opened in the name of the Agent.

117 "Agent'S evices" 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 Affect money Services including, but not limited to, the registration of Customes and the Agreement in Connection with the Agreement in Connection with the Affect money Services including, but not limited to, the registration of Customes and the Agreement in Connection with the Connection with the Agreement

facilitating Cash-in Transactions and Cash-out Transactions.
118 "Equipment" means any equipment, device or apparatus supplied by Airtel to the Agent for use in connection with the Agent Services.

Agent Services

1.19° E-Valuer means the electronic value recorded in a Customer's Airette 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° 10° means a Customer's Newndain national leiently card or passport.

1.20° 10° means a Customer's Newndain national leiently card or passport.

1.21° 11′ Inmirume Balacer' means the E-Value equivalent to Mari. 15,0000/- (One hundred and fifty Rwf) and Physical Cash
Float equivalent to Rwf. 15,0000/- (One hundred and fifty thousand Rwf) for each agent Outlet as may be specified by Airtel
from time to time.

from time to time.

122 "Mobile Egypment" means the Mobile Phone and the Agent's SIM Card.

123 "Mobile Phone" means the Agent's mobile phone handset

124 "MSISDN" means the Mobile Subscriber integrated Services Digital Network Number issued to a Customer with the SIM

Card and corresponding identity number and PUR code for accessing the Arret Network

125 "Dutlet" means the physical address or premises being the Agent's place of business from which the Agent provides

the Agent Services

126 "Driginating Party" means a person who initiates a Airtel money Transaction whereby E-Value is transferred to a

Perinient

Recipient.

1.27 "Party" means a party to this Agreement and "Parties" shall be construed accordingly.

1.27 Party means a party to this Agreement and Parties' shall be construed accordingly.

1.28 "Byment" means the payment of money to Arties for the purchase of an equivalent amount of E-Value.

1.29 "PiN" means a Tour (4) digit personal identification number being the secret code that the Agent chooses to access and operate the Agent's Afried 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 from appearing on the reverse of the Artien fromcy Customer Terms of Use setting out required registration details and acceptance 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 132 "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 133 "SMS" means a short message service consisting of a text message transmitted from one MSSDN to another 134 "Supporting Documers" means all destrictions and other documents required to be submitted by Applicants together with the duty completed Registration Form in support of their application for a Airtel money Account as are more particularly set out in Airmoure A set out in Airmoure A.

setout in Annexure A
135 "Transaction" imans Cash-in Transactions and Cash-out Transactions
136 "Transaction frees" means the actual charges papable by Customers for use of the Airtel money Services as published
from time to time in the Tarifficiate or narriest website
137 "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 ast specified in Annexure B
138 "Tariff Guide" means the document setting out the Transaction Fees as well as the recommended Cash-in Fees and
Cash-out Fees appositioned and updated by Airtel from time to trime.
139 "Trust Account" means the bank account maintained by Airtel into which all Payments are made and held by Airtel
orbehald for Customers.

Lise intisk account means the Global System for Mobile GSM felection which all regiments are nation and by Ante. In order did for Listianess. In all order its Newton's means the Global System for Mobile GSM felection munication system operated by Ariet and covering those areas in Newton as stipulated from time to time by Ariet.

14.11 "Ariet Subscribes" means an existing user of Ariets's mobile relegion by and other services on the Ariet Network. 11.21 "Ariet mone, Account heining the record maintained by Ariet of the amount of E-Value held by the Customer's belong the Customer's Services on the Customer's S

the Customer's behalf.

1.47 Airted money Customer Terms of Use' means the agreement governing the relationship between Airted and its Customers in connection with the Airted money Services as varied by Airted from time to time.

1.44 Airted money Agent manual? means the manual is sued 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

of operation and other practical matters reservance use produced in the particular money for the transfer of E-Value from one Customers barrier of memory instruction means an instruction given via SMS to Airtel money for the transfer of E-Value from one Customers bearing somewhere to affect an Airtel money Transaction. After the produced 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 for a Transactions, verifying and confirming all-Airtel money for acceptance on consideration deputs particularly and confirming and Airtel money Services.

Transactions, verifying and confirming all Airtel money Transactions concluded and updating Airtel money Account records. LPA "Airtel money System" of "Airtel money "means the system operated by Airtel providing the Airtel money Services. 148 "Airtel money Trademarks 8. 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. 149 "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 150" Airtel money User Guide" means the document describing the Airtel money System and its use

# 2. APPOINTMENT

2. APPOINTMENT
2.1 Arret 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 Aritel 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 a being Aircla agent in anyway of or any purpose whatsoeme.
2.3 Each Party shall at all times comply with all applicable laws and regulations in Rivanda.

3.1 The Agent undertakes, in accordance with the terms of this Agreement and the Airtel money Agent Manual, to:
3.1 Lines be best endeavors to register new Customers for the Airtel money Services;
3.1 Zenitate and undertake Cash-in Transactions and Cash-out Transactions for Customers;
3.1 Zenitate and undertake Cash-in Transactions and Cash-out Transactions for Customers;
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3.3 Zenitate and Cash-in Transactions for Customers;
3.4 Zenitate and Cash-in Transactions for Customers;
3.4 Zenitate and Cash-in Transactions for Customers;
3.5 Zenitate and Cash-in Transactions for Customers;
3.5

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 Airet money Agent Manual.

4.2 The Agent shall forthwith upon execution of this Agreement, find talready done prior to such execution, register with Aired as a Customer and open an Airet money Account? In so make the "Agent's Airet money Account" is 1 so make the "Agent's Airet money Account" of the open and airet money account in 1 so make the "Agent's Airet money Account" of the Agent shall also complete, sign and submit the information sheet contained in Armeure F.

4.3 The Agent shall ensure that at all times during the Contract Perior the Palaceours II agent for the III agent shall ensure that at all times during the Contract Perior the Palaceours III agent for III and III are the III

in Anneaure F.

AT The Agent shall ensure that at all times during the Contract Period the Balance shall not fall below the Minimum Balance.

All in facilitating the registration of new Customers the Agent shall
All Ensure that the Applicant is a Arter Subscribe with an Active SMD Cart,

All Ensure that the Applicant is a Nate Subscribe with an Active SMD Cart,

All Ensure that the Registration Forms are completed accurately and signed by the Applicants;

All Ensure that the details contained in each Registration Form are verified against the Supporting Documents;

4.4 Ensure that the details contained in each Registration Form are verified against and conform to the originals thereof;

4.4 Ensure that the details contained in each Registration Form are verified against and conform to the originals thereof;

4.4 Ensure that the duty completed Registration Form also countered in a Comment of the Comment of the Agent are delivered to Arter within 7 Severil days of submission thereof for validation and processing

4.5 Upon recept of an Applicant's Registration Form also completed together with all Supporting Documents, and subject to the provisions of clause 4.4, the Agent will request Airtet money to open and activate a Airtet money Account in the name of the

of the Applicant using the Mobile Equipment 4.6 The Agent shall use every effort to

e muone Equipment. Il use every effort to assist Applicants with respect to the registration process and initial operation of their

46 The Agent shall use every effort to assist Applicant's with respect to the registration process and initial operation of their Arter money, Accounts
47 The Agent must decline to register an Applicant and shall not request Airet to open a Airet money Account for the Applicant where he is not satisfied with the proof of the Applicant's identity
48 The Agent shall use its best efforts to ensure that he is in a position to undertale Cash-in Transactions and Cash-in Christophila (14 of in order to facilitate Cash-in Transactions, the Agent shall ensure that the Balance does not fall bedow the Minimum Balance.
49 In order to facilitate Cash-in Transactions, the Agent shall ensure that the Balance does All bedow the Minimum Balance.
40 In order to facilitate Cash-in Transactions, the Agent shall ensure that the Transactions are considered to the Minimum Balance.
40 In order to facilitate Cash-in Transactions, the Agent shall ensure that all times the maintains a minimum Cash Rota.
40 In order to facilitate Cash-in Transactions, the Agent shall ensure that all times he maintains a minimum Cash Rota.
51 Of three hundred thousand Rwanda Francs (Finx 300, 000.00) or such other amount as may be specified by Airtet from time to time.

to time. 4.11 The Agent must ensure that in undertaking any Cash-out Transactions, cash paymen (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

rovided 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 carryout the Cash-out Transaction
4.13 All Equipment supplied to the Agent by Artel pursuant to the delivery of the Airtel money Services shall remain the
property of Airta and Airtel shall registe any lost Equipment or Equipment damaged by wear and tear except where such
loss or dramage was caused by the Agent's neglect or lack of care.
4.14 Notwithstanting 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 us only for the uppropose of facilisating the Agent Services and in connection with the Airtel money Services and shall
ensure that any damage too rioss or theft of the Equipment is immediately reported to Airtel for thwith and in any event within
Twenty-four (2A) 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.

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 author providing the Agent Services author for not 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 Almanul as updated from mine to time.

4.18 The Agent shall and mostly after 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 ISI calendar days of the occurrence of such event or circumstance.

the occurrence of such event or incurrisance.

14.9 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 innected us, any arti-money laundering and an in-most financing laws and regulations.

4.2 The Agent shall both and an infrastriant all applicable leterals and permits required to conduct its business.

4.2 The Agent shall not be emitted to assign this Agreement to any other person without the prior written consent of Airet.

4.2 The Agent shall not be emitted to apprist as Agents for the provision of the Agent Services without Arries grior written.

consent.
4.23 The Agent agrees to hold in confidence all information, documentation, data, trade secrets and know-how disclosed to
it by Airat 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 three-orly without Airties with eapproxel.
4.24 The Agent shall comply with any instructions and/or directions that Airtie may give the Agent from time to time in
connection with the provisions of the Agent Services and/or the Airtie mong Service. All or Airties and Airtie

### 5. FEES & COMMISS IONS

Agent providing the Agent Services. Airtel will pay the Agent a commi 3.1 in consideration of the Agent providing the Agent Scheck, Artite Williap He Agent a commission for each Africa (The Agent Age

nendment of the Commission upon receipt and return the same to Airtel as proof of acceptance by the Agent of the

amended Commission.

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

54 Airest shall charge the Customer Cash-in Frees and Cash-out Frees, as recommended from time to time by Aires in the
Tainff Guide, and the Commissions eat out in Anneaure Challed payable by Airest be Agent for each Cash-out Transaction undertaken by the Agent at the Customer's request.

53 Airest shall pay the Commissions for each month's Transactions to the Agent at the end of the following month in
accordance with Clause 51.

accordance with Clause 5.1.
She have arrised for operated and the year of the provision of the Agent from the provision of the Agent Services or otherwise in connection with the Arrest Month Services and no reliance should be placed on any statements or or predictions provided, whether in writing or verball, with the Region of the Agent Services and no reliance should be placed on any statements or projections provided, whether in writing or verball, with the Region.

### 6. CONFIDENTIALITY

6. CONFIDENTIALITY

To The Agent shall treat as confidential all Information relating to Applicants, Customers and Transactions.
6.2 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 is disclose such Confidential Information is there directly or by its representatives, employees and/or agents, to any preson or in anymanner whatsoever, in whole or in part. The Parties agree that the Confidential Information is that to the used by the Parties or their representatives, employees and/or agents of the 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 leach of this Cause by their representatives, employees and/or agents.
6.3 The Parties agree that the Confidential Information shall so remain until such information becomes part of public domain.

The Parties agree that the commembal in ough 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 including7.1 The Agent shall keep proper records in relation to the provision of the Agent Services including7.1 the registration particulars of each Applicant to be recorded in a suitable format and shall include the details contained 
in the Registration Forma, copy of which is set out in Annexure IV, 
7.2. 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.

R. SECURITY MANAGEMENT
B.1 In the event of any loss or theft of the Agent's SIM Card the Agent must notify Airet immediately in accordance with the Ariet money Agent Manual in order that Airst may deable the same to prevent its further unauthorized use. The Agent is responsible for any losses costs and expenses incurred in the period between the losses or theft of the Agent's SIM Card and such time as Airst estal than be received written notice of such loss or theft.
B.2 The Agent is responsible for the sife-keeping and proper use of the Mobile Equipment, and for keeping the PIN secret, and for all Airst money instructions instituct using the PIX he Agent sall interning and keep Airst indemnified against any and all actions, damage, slability, costs and expenses whatsoever and howsoever arising as a result of any negligent or wrongful use of the Mobile Equipment or PIX.
B.3 The Agent must not use the Mobile Equipment to commit any offence under any applicable law.

9. Airtel'S RIGHTS 4.0 BLIGATIONS
9.1 Airtel'S RIGHTS 4.0 BLIGATIONS
9.1 Airtel shall ensure that the Agent'S SIM Card is enabled to perform the relevant functionality with respect to the registration of Lossomers.
9.2 Airtel shall ensure that the Agent'S SIM Card is enabled to perform the relevant functionality with respect to the registration of Lossomers.
9.3 Airtel will validate new Artel money Accounts upon receipt of the relevant Registration Forms and Supporting Documents from the Agent day 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 Services and any time if it deemmine, 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 Airtic excludes warranties of all kinds and shall not be liable for any costs, loss, liability or dranage-whether direct, special or consequential whatsoever and howsoever airsing whether from any suspension or termination of this Agreement or otherwise.

one wase.

36 Artiel will, provide the Airtet money Agent Manual to the Agent as soon as practicable after execution of this Agreement.

37 Airtet shall have the right at any time during the Contract Period to rispect the Agent's business premises, Outlets and business operations to serue compliance with the terms of this Agreement.

38 Airtet reserves the right to vary the terms of this Agreement, the Airtet money Agent Manual and the rates at which the Commission is payable at any time and for any reason whatsoners white brother only led fetter, advertisement,

uany wspaper, SMS, or on Airtel's Website and/or by using any other suitable means and the Agent shall be deemed to have in 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

cost but which shall at all times remain the

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

10.3 The Agent stalle exect, display and used all such branding and advertising material in such manner as Airtel requires.

10.3 The Agent stalle exect, display and used all such branding and advertising material in such manner as Airtel requires.

10.3 The Agent stalle exect, display and with Sagneement stall accrute for his tend that the Agent agrees that all goodwill accruting to any of the Airtel money Trade Names by virtue of the use thereof by the Agent agrees that all goodwill accrute for the stall accrute for Airtel and that the Agent agrees no rights in any of the Airtel money Trademarks & Trade Names or other intellectual property of Airtel.

10.4 The Agent stall promptly notely Airtel of any actual, the treatmend 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 Agents Staterillon or notice.

10.5 The Agent shall, at the expense of Airtel, take all reasonable measures to assist Airstel to protect and maintain Airstel's intellectual property orthins and shall disclosure the Older and could stall account officenties reserved the Agent shall. All the Agent shall, at the expense of Airtel, take all reasonable measures to assist Airstel to protect and maintain Airstel's maintain and the Agent shall all the expense of Airstel, take all reasonable measures to assist Airstel to protect and maintain Airstel's maintain and the Agent shall all the Agent s

10.5 The Agent shall, at the expense of Airet, take all reasonable measures to assist Airet to protect and maintain Airet's intellectual property rights and shall deploy at the Outle, and on all stationary and internative used by the Agent, the total seas specified by Airet from time to time disclosing to the public that the Agent is authorized by Airet to provide the Agent services and is not a harnot or agent of Airet. The Agent shall also display at the Outlet such notices with respect to trade or service marks or copyright as Airet may specify from time to time.

10.5 The Agent shall procure that is employees, senants or agents shall only use the Airet money Trademarks 6. Trade Names, or any other intellectual property of Airet which the Agent is authorized to use, only in accordance with and for the money of the processing of the Agent Senants.

## 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

The region state into excelor windower to big base of unique state of extended to Arrive vision of the following exceptor risks:

(ii) Where loss or clarmage is caused by the following exceptor risks:

(iii) Was in vasion, act of foreign enemy, hostilities (whether war be declared or not), (vil) war, rebellion, revolution, insurrection, military or usurped power, confiscation or nationalization or requisition or destruction of or damage to properly by or under

the order of any government or public or local authority; (b) lonizing 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 bottope, other than nuclear fuel, being prepared, carried, stored or used for commercial, agricultural, medical, softraffic praceful purposes; 
(f) Chemical, biologica, bio-chemical or electromagnetic weapons used in connection with an act of terrorism;

smale presence up up lose.

(i) Chemical, bological, bio-chemical or electromagnetic weapons used in connection with an act of terrorism;
(g) Acts of terrorism to the obtent not covered by the Agent's insurance.
(ii) 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 breaddown of internet link(s) between the Agent, its branches of instance, by a coverage and internet link(s) between the Agent, its branches of the Agent, its branches (a).

(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 Artel or its employees and or agents.

(w) Where uses or samage is occasiones through the direct negugence and or acts or omission or commission on the part of Article of its employees and or agents.
(ii) Where there is a shortled in the monities pagable to a customer as a result of Airtid's revision of tariffs without adequate notice to would be shortled in the Airtid money service.

notice to would be consumers of the Airtest money service.

1.2. The Agentual blowneer indemnity.

(b) Customers to the full extent of the monies necessed from them in lieu of provision of Airtest money services, for instance in cases of underpayment or loss or miss-placement of the customer's monies, provided the same are confirmed and

ment has been effected, thereby resulting in a higher commission than if the correct payment 11.3 The parties shall indemnify and keep each other indemnified from and against liability for damage to property and any

los, 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 stalls under any liability for any loss or damage or injury to the other whatsoever or howsoever arising. SVE where such consists or damage is throught 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 anythird party SVE where such claim is attributable to the wompful acts or negligence of the party, its employees or agents or sub-contractors in connection with this Agreement.

11.5 Neither party Julia 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 valuatoseever whether caused by the negligence of either party, it is 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 for large regiment by the party include
any breaches caused by any act, register or default of the party's employees, or a result of any third party claim in respect
of any matter arising from the party Sconduct, provided that the liability has not been incurred directly through any default
by the party in relation to its obligations under this Agreement.

By the party in relation to its obligations under this Agreement.

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 Teth party may terminate this Agreement.

13.21 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 filling of any proceeding (whether voluntary or involuntary) for bankruptcy, insolvency, winding-up or other reletifrom creditors on the part of the other party or involuntary of involuntary of involuntary of involuntary or involuntary for bankruptcy, insolvency, winding-up or other reletifrom creditors on the part of the other party or involuntary of involuntary or involuntary of involuntary or involuntary o

termination and shall be without prejudice to any rights of either Party which may have accrued prior to termination.

14. RIGHT OF SET-OFF Afted 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 (20) days prior written notice of the intended set-off.

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

ment and the Airtel money Agent Manual constitutes the entire agreement between the Parties and previous agreement or relationship of whatever nature between the Parties in respect of the Agent Services

supersides any previous agreement or relationship of whatever nature between the Parties in respect of the Agent Services or Artett 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 Airtet money Agent Manual, the provisions of this Agreement shall pread.

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 Jave Falture role of aby yeither party and yinter to enforce any of the terms and conditions of this Agreement or its rights hereunded 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, vokidable, allegad or otherwise unerforceable, the Parties shall amend that provision is such reasonable manner as achieves the intention of the Airnes shall make 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 bridging on the Parties.

16.5 Ether party must poly all the other party's expenses in recovering any amounts owed by the other party including legal fies, collection feets and bringing on the Parties.

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

16.6 Airst will not be responsible to the Agent for any indirect, consequential or special damages arising from any act or omission by Arter or any third party for whom Airst is responsible and whether arising in contract or statute and vice vesa. 16.7 Unless otherwise required by law, the Agent shall not make or cause to be made any press release, public announcement or other disclosur or any third party with respect to the Agreement or the transactions contemplated hereby or otherwise communicate with any media or news agency with respect to the Airst Il money Services without the prior written consent of Marie III.

of Airrel.

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

Mobile Commerce Manager Airtel Rwanda Limited P. O. Box 4164 KIGALI To the Agent at: ret, or the address specified in the Registration Form (or Information Sheet) submitted pursuant to clause 4.2 To the Agent at:

17. JURISDICTION AND ARBITRATION
17.1 This Agreement is governed by the laws of Rwanda.
17.2 Any dispute or disagreement arising between the Parties in relation to this Agreement shall, upon the request of one Party to the other, be referred to a senior manager of each Party who shall meet within Fourteen (J4) days of such notice in good faith in order to determine whether the matter referred to them is capable of resolution and, if so, to resolve the matter referred to them is capable of resolution and, if so, to resolve the matter referred to them is capable of resolution and.

In good faith in order to determine whether the matter referred to them is capative or resolution artis, it was to resolve unattable between them.

173 if such senior managers shall fail to reach an agreement within a reasonable time and in any event within seven f77 days of first meeting, any such dispute shall be referred to senior ovecutive norminated by the heli executive officer or equivalent of each of the Farther with order and the source of days of such dispute or disagreement being or referred or order to determine whether the matter referred to them is capable of resolution and, files, to resolve such matters.

173 files Clause and any discussion of section personnel which takes place hereunders shall not projude any right or remedy which any Party may ultimately have should the matter fall to be resolved by such discussions.

152 fil any such dispute or disagreement cannot be settled in a coordance with the freegoing provisions of this Clause, the dispute may be referred on election of either Party the "Notice of Arbitration" to arbitration by a single Arbitrator to be appointed by agreement between the Partys or in dealth of such agreement within 30 days of service or Mortice of Arbitration upon the application of either Party, by the Executive Director of the Kigall international Arbitration Center (MAC).

175 Such Arbitration shall be held in Rigidal na coordance with the provisions of the KIAC rules or its successor legislation and shall be conducted in English language.

176 SUCH APRITATION SHALL BE HELD IN HYGBUIN ACCORDANCE WITH THE PROVISIONS OF THE KNALL FULES OF ITS SUCCESSORING SHALL be conducted in English Language. 177 To the externt permissible by Law, the determination of the Arbitrator shall be binding upon the Parties hereto 178 Pending final settlement or determination of a dispute, the Parties shall continue to perform their subsisting

17.9 Nothing in this Agreement shall prevent or delay a Party seeking urgent injunctive or interlocutory relief in a court having jurisdiction. Transaction Tarrifs Appended.