

EcoCash

AGENT APPLICATION FORM

UNIQUE AGENT CODE:

AGENT DETAILS

Name of Company/Partnership:

Physical Address:

Postal Address:

Telephone No:

Fax No:

E-mail address:

Cell phone No:

VAT Registration Number:

Opening Time: Monday-Friday:

Saturday:

Sunday:

Public Holidays:

DIRECTORS' /PARTNERS' DETAILS

NAME	RESIDENTIAL ADDRESS AND TELEPHONE NUMBER
1	
2	
3	
4	

BANKERS

Bank Name & Address:

Branch:

Bank Name & Address:

Branch: Account No:

TRADE REFERENCES

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

APPLICANT'S DETAILS

Name Designation:

Signature:

AGENT QUERIES TO BE ADDRESSED TO

Name Designation:

Contact Details:

AUTHORISED AGENT TRANSACTOR

Name Particulars: ID No. Tel No:

Name Particulars:
(ID /PASSPORT NUMBER)

REQUIRED ATTACHMENTS

CERTIFIED COPIES OF:

1. CERTIFICATE OF INCORPORATION
2. CR 14
3. DIRECTORS' IDs
4. VAT CLEARANCE CERTIFICATE
5. COMPANY PROOF OF ADDRESS - UTILITY BILLS, ZESA, WATER
6. OPERATING LICENCE
7. BANK STATEMENTS - 3 MONTHS - FCA

DECLARATION BY AUTHORISED SIGNATORIES

We, the undersigned:

(Full Names of both Signatories)

hereby make application to be appointed as an authorised Agent for the Econet Money Transfer service provided by ECONET WIRELESS ("Econet"). 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 Econet in their sole and absolute discretion.
2. Acceptance and signing of the Agency agreement between ECONET WIRELESS 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, writ or other process of any court shall be:

(Insert Physical not Postal Address)

5. 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 Econet may rely upon it. The Agent indemnifies and holds Econet harmless against any losses, expenses, costs or damages of whatsoever nature, whether direct, indirect or consequential, incurred by Econet arising out of the information provided herein being false, inaccurate or otherwise incorrect in any respect and / or failing to timeously advise Econet in writing of any changes to the information, for any reason whatsoever.

Signed at _____ this day _____

WITNESSES

1 _____
(Signature)

(Name & Capacity)

2 _____
(Signature)

(Name & Capacity)

FOR OFFICE USE ONLY:

APPROVED / DECLINED

ECONET:

(Signature)

(Name & Capacity)

Date

EcoCash Agent Terms & Conditions

WHEREAS Econet is desirous of appointing

as its Agent to provide mobile money transfer and payment services facility (EcoCash) offered by Econet Wireless (Private) Limited ("Econet") as part of its mobile phone services and products within Zimbabwe on an exclusive basis;

AND WHEREAS the Agent is agreeable to the provision of such agency services to Econet;

1 DEFINITIONS:

- 1.1 **Agent** means an entity registered by Econet to fulfil functions of registering Customers and effecting deposits and withdrawals.
- 1.2 **Agent's Initial Payment** means the cash payment that the Agent will make into the Econet Trust account in exchange for e-money float.
- 1.3 **Agent float** means the total amount of e-money that an Agent has in their mobile money account on the EcoCash Transfer and Payment System.
- 1.4 **Agreement** means the Agent Application form together with these rules, which form a legally binding agreement between the Agent and Econet.
- 1.5 **Application form** means the application form issued by Econet for Agency application.
- 1.6 **Call Centre** means the Econet customer call centre.
- 1.7 **Cash-In** means a cash payment done by a Customer to an Agent for the purchase of E-value from the Agent to be credited to the Customer's EcoCash account.
- 1.8 **Cash-Out** means the process of redeeming E-value for cash from the Agent.
- 1.9 **Contract period** means the number of months this agreement shall be in operation for as specified in clause 2.
- 1.10 **Customer** means every person in whose name an EcoCash account is registered in connection with the use of EcoCash services.
- 1.11 **E-value or e-money** means the electronic money in the Mobile Money Transfer System which will equate to the deposits in the Econet Trust Account at the bank. .
- 1.12 **EcoCash Procedure Manual** means the EcoCash instruction booklet or guidebook that contains information and instructions about EcoCash.
- 1.13 **EcoCash Services** means the mobile money transfer and payment services that Econet is offering.
- 1.14 **EcoCash Transfer and Payment system** means the EcoCash mobile money system on which the Mobile Money Transactions are done.
- 1.15 **Float Liquidity** means the ability of the Agent to offer EcoCash services. This is determined by how much the Agent has deposited into the Econet Trust Account.
- 1.16 **PIN** means the Personal Identification Number chosen by the Agent.
- 1.17 **Outlet** means a store that sells goods or services to the public.
- 1.18 **RBZ** means the Reserve Bank of Zimbabwe and or its regulatory Divisions.
- 1.19 **Start PIN** means the PIN allocated to the Agent that the Agent must use to activate their account, after which the Agent can change it to one of their choice.
- 1.20 **The Parties** means Econet and the Agent.
- 1.21 **Transaction fees** mean the charges payable by the Customer for use of the EcoCash services.
- 1.22 **Trust Account** means the account that Econet holds for the EcoCash Agents to make deposits in exchange for e-money.

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

2 SCOPE OF AGENCY

Econet 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 Econet within Zimbabwe commencing _____20____, subject to renewal, extension or termination by the Parties.

3. AGENT'S RIGHTS AND OBLIGATIONS

- 3.1 The Agent shall forthwith upon execution of this Agreement, if not already done prior to such execution, register with Econet as a Customer and

- have an Econet line to facilitate registration as an EcoCash Agent. The Agent shall market the EcoCash Services offered by Econet, including any other products and services as may be determined by Econet and its partners, from time to time.
- 3.2 The Agent shall be obliged to furnish financial transaction and float liquidity management reports, and other regulatory reporting requirements prescribed by monetary authorities from time to time.
- 3.3 The Agent undertakes to use its best endeavours to register new Customers for the EcoCash Services.
- 3.4 The Agent shall be obliged to register Customers through the Outlets in accordance with the requirements set out by Econet and the regulatory guidelines from time to time, which shall include but not be limited to informing Customers about the EcoCash Services, providing the Econet Mobile Money Customer Registration form to Customers, checking the Customer's identity document, causing the Customer to complete and sign the registration form and entering the Customer's name, national identity number, mobile number, physical address and any other information so required for registration on the EcoCash Transfer and Payment system.
- 3.5 The Agent's outlets shall be staffed by appropriately qualified and trained staff members. Should Econet organise training for Outlet staff, the Agent will ensure that Outlet staff are in attendance. The Agent shall not do or omit 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 Account or where the Agent has insufficient funds to meet the value of transactions and charges applicable thereto.
- 3.8 The Agent shall not effect any transaction without checking and verifying the customer's identity details by checking the customer's identity document against the information on the confirmation SMS of the transaction appearing on the Agent's cell phone. The Agent shall be liable for any losses suffered by the customer as a result of the Agent's negligence and Econet reserves the right to recover any monies lost by the customer as a result of the negligence to reconstitute the customer.
- 3.9 The Agent shall not effect direct cash-in transactions from the Agent's EcoCash account other than into the EcoCash account of the Customer making such transaction. All Cash-In transactions should be made into a Customer's EcoCash account with the Customer present and upon the Agent checking and verifying the Customer's identity details. Econet reserves the right to recover any lost commissions resulting from direct Cash-In transactions made into third party Customers' EcoCash accounts and levy a penalty on every such transaction. The applicable penalty shall be communicated to the Agent by Econet. Econet reserves the right to review the penalty from time to time.
- 3.10 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 Econet as to the format and content of such material.
- 3.11 The Agent shall actively participate in and promote all EcoCash Services special offers and packages offered by Econet from time to time.
- 3.12 The Agent shall furnish Econet with written progress reports detailing the conduct of its activities under this Agreement promptly upon being requested to do so by Econet.
- 3.13 The Agent shall comply, at its own cost and expense, with all laws, licence conditions and the requirements of any legislative body or government, provincial, regional or local authority relating to any of the matters contemplated in this Agreement.
- 3.14 The Agent shall exercise full control over and take full responsibility for its employees, their acts and omissions.
- 3.15 The Agent shall provide all necessary human and other resources required to efficiently sell, supply and/or distribute EcoCash Services and to adequately fulfil its obligations in terms of this Agreement.

- 3.16 The Agent shall comply with manuals and quality charters with regards to offering EcoCash Services as Econet may publish from time to time.
- 3.17 The Agent shall reconcile all EcoCash Service transactions on a daily basis and keep paper records of all transactions for a period of not less than 5 (five) years.
- 3.18 The Agent shall compile any reports, details, schedules, forecasts, statistics and any other necessary information required for regulatory purposes and these shall be verified and signed by the Proprietor or Director or appointed Manager of the Agency as true and correct in all respects.
- 3.19 The Agent shall ensure that the Customer is aware that upon registering, by virtue of inscribing their signature on the registration form, they are agreeable to EcoCash Service terms and conditions and applicable fees, which are subject to review from time to time.
- 3.20 The Agent shall notify every Customer and potential customer of any terms, conditions, provisions and any other additional information which Econet may require the Agent to pass on to such Customer and/or potential customer from time to time;
- 3.21 The Agent shall not on itself grant any discount or rebate pertaining to any Customer nor offer such a discount or rebate without the prior written consent of Econet even if the Agent is prepared to do so at its own cost,
- 3.22 The Agent shall ensure at all times during the contract period, that the balance of the EcoCash float shall not fall below the minimum balance required and in the event that the balance does fall below the minimum balance, the Agent shall immediately effect a payment of a sufficient amount of money into the Trust Account to raise its EcoCash balance to at least the minimum balance.
- 3.23 In facilitating the registration of new customers, the Agent shall:
 - I. Ensure that the applicant is an Econet subscriber with an active SIM card;
 - II. Ensure that the registration forms are completed accurately and signed by the applicant;
 - III. Ensure that all the Supporting documents submitted are complete;
 - IV. Ensure that details contained in each Registration Form are verified against the Supporting documents;
 - V. Ensure that copies of all Supporting documents are verified against and conform to the originals thereof;
 - VI. Satisfy himself as to the identity of the applicant; and
 - VII. Upon receipt of an applicant's registration form duly completed together with all Supporting documents, subject to the documents being in order, register the applicant with Econet who will open and activate an EcoCash account in the name of the applicant.
- 3.24 Where the Agent gets involved in money laundering, terrorist financing or any unlawful activities not governed by this agreement; the Agent shall be solely liable for any such illegally perpetrated activities. Econet and the bank holding the Trust Account will not, in any way be party or be held liable to such illegal activities.

4. OBLIGATIONS OF ECONET

- Econet shall:**
- 4.1 Supply and make available to the Agent, the registration forms.
 - 4.2 Ensure that the Mobile Money Transfer and Payment System operates effectively in accordance with the provisions of the EcoCash Procedures Manual.
 - 4.3 Ensure that adequate marketing campaign material is available for use by the Agents.
 - 4.4 Have a fully operational Call Centre manned by qualified employees and/or automated systems to assist in the resolution of problems related to the EcoCash Services.
 - 4.5 Ensure that the Call Centre is open for query resolution between 8:00 a.m. and 10:00 p.m. on Mondays to Sundays, which operating times may be reviewed by Econet from time-to-time.
 - 4.6 Econet reserves the right to disconnect the Agent from Econet's network at any time, if it determines, at its sole discretion that the Agent's licence is being used unlawfully or for purposes other than in

- connection with the EcoCash Services or that the Agent is not complying with the terms and conditions of this agreement.
- 4.7 Econet excludes warranties of all kinds and shall not be liable for any costs, loss, liability or damage whether direct, special or consequential whatsoever and howsoever arising whether from any suspension or termination of this Agreement or otherwise.
- 4.8 Econet shall have the right at any time during the contract period to inspect the Agent's premises, Outlets and business operations to ensure compliance with the terms of this Agreement.
- 4.9 Econet reserves the right to vary the terms of this Agreement, the Ecocash Procedures Manual and the rates at which the commission is payable at any time and for any reason whatsoever. Variations will be notified by way of letter, advertisement in a daily newspaper, SMS, or on Econet's website and/ or by using any other suitable means and the Agent shall be deemed to have been notified of any such variations whether or not they have actually come to the Agent's attention. The Ecocash Procedure Manual will be provided by Econet as part of the Agent starter pack.
- 4.10 Econet will train Outlet staff so that they are proficient with EcoCash before they start offering the EcoCash services to the market. Econet will meet all expenses related to the training venue and training material, while the Agent meets all travel and accommodation expenses incurred by their officers when they attend training
- 5. COMMISSION & APPLICABLE TAXES**
- 5.1 A commission shall be paid each month to the Agent; a statement in electronic form shall be rendered monthly by Econet to the Agent showing all income and disbursements.
- 5.2 The Agent shall be advised of the applicable commission rates before signing this Agreement. The commission rates may be reviewed by Econet from time to time at its discretion.
- 5.3 Any rates, duty or taxes levied upon or in respect of the commission and/or performance of Ecocash Services by the Agent by any competent authority shall be borne and paid by the Agent.
- 5.4 The Agent shall defend, indemnify, and hold Econet harmless from liability to any competent authority resulting from Agent's failure to (i) make timely payment of or pay any of the above, including interest, penalties and any other liability arising from such failure, or (ii) comply with the reporting, filing or other procedural requirements with respect to their payment.
- 6. INDEPENDENT CONTRACTOR**
- 6.1 The Parties acknowledge that, save for the duties and powers of the Agent as stated in clause 3, hereof nothing in this Agreement shall be construed to create a relationship of employment or partnership whatsoever between the Parties, whether for tax or any other purpose.
- 6.2 Subject to clause 3 hereof 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.
- 7. CONFIDENTIALITY**
- 7.1 The Agent shall treat as confidential all information relating to Applicants, Customers, Transactions and Econet.
- 7.2 Each Party agrees to keep all information confidential and agrees that it shall not without the prior written consent of the Agent, Customer, or Econet, divulge information relating to the Agent, Customer, or Econet; unless required to do so by law enforcement agents upon which the affected Party should be consulted.
- 8. RECORD KEEPING**
- The Agent shall keep records in line with Econet requirements. These records shall include:
- 8.1 The particulars of all transactions undertaken by the Agent; and
- 8.2 The registration particulars of each applicant. The registers for recording the registration particulars will be provided as part of the Agent starter pack.
- 9. SECURITY MANAGEMENT**
- 9.1 In the event of loss of the Agent's SIM card, the Agent is required to inform Econet immediately so that the SIM card is blocked. The Agent can contact the Econet call centre or send an e-mail to ecocash@econet.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 is made by Econet.
- 9.2 The Agent will be liable for any losses and costs incurred before they notify Econet. The Agent is responsible for securing their EcoCash and cash float and the cell phone used for mobile money transaction. Econet will not be liable for any loss of cash or other valuables from the Agent's premises.
- 10. BREACH**
- 10.1 Econet shall have the right to terminate agency in the event that the Agent:
- 10.1.1 commits any act of fraud or theft against customers, Econet or banks involving the use of the Econet mobile money facility; and/or
- 10.1.2 fails to meet Agent requirements set by Econet for two consecutive months; and/or
- 10.1.3 commits an act that brings Econet into disrepute; and/or
- 10.1.4 fails to perform any of its obligations in terms of this Agreement.
- 11. TERMINATION**
- 11.1 If the Agent is in breach of the provisions of clause 10 hereof, Econet may terminate this Agreement immediately and thereafter inform the Agent in writing of reasons thereof.
- 11.2 Econet may also terminate the agency for whatever reason by giving 30 days' notice to the Agent.
- 12. LIMITATION OF LIABILITY AND INDEMNITY**
- 12.1 Econet will not be liable for any costs, loss, liability or damage whether direct, special or consequential, howsoever and when so ever arising from any suspension or termination of this Agreement.
- 12.2 The Agent shall indemnify Econet, from and against any and all costs incurred by the Agent of whatever nature and any loss, damage or liability, whether criminal or civil, suffered by Econet resulting from a breach of this Agreement or any laws and regulations governing the provision of Mobile Money Transfer Services by the Agent including but not limited to breaches caused by any act, neglect or default of the Agent and/or its employees, or any subscriber or third party claim in respect of any matter arising from the Agent's or its employees' conduct.
- 12.3 No warranties or representations are made with regard to potential revenues that may be earned by the Agent from the provision of the Mobile Money Transfer services and no reliance should be placed on any statements or projections provided, whether verbally or in writing in this respect.
- 13. RIGHT OF SET-OFF**
- Econet shall have the right to set off any sums owed to it by the Agent against any sums due and owing to the Agent whether under this Agreement or otherwise.
- 14. DISPUTE RESOLUTION**
- 14.1 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.
- 14.2 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.
- 14.3 Notwithstanding 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.
- 14.4 The arbitration shall be held:
- 14.4.1 in Harare, Zimbabwe; and
- 14.4.2 with such legal and other professional representatives as the parties may require; and
- 14.4.3 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.
- 14.5 The arbitrator shall be, if the matter in dispute is principally:
- 14.5.1 a legal matter, a registered legal practitioner of at least fifteen (15) years' standing;
- 14.5.2 an accounting matter, a practicing chartered accountant of at least fifteen (15) years' standing;
- 14.5.3 any other matter, an independent person who is an expert in the field in which the dispute has arisen, agreed upon between the parties.
- 14.6 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.
- 14.7 Should the parties fail to agree on an arbitrator within seven (7) days after the matter was referred to arbitration in terms of clause 14.2 hereof, the arbitrator shall be appointed at the request of either party to the dispute by the Executive Secretary of the Law Society.
- 14.8 The decision of the arbitrator shall be final and binding on the parties and may be made an order of the court referred to in clause 14.3 at the instance of either of the parties.
- 14.9 The provisions of this clause:
- 14.9.1 constitute an irrevocable consent by the parties to any proceedings in terms of this clause and neither party shall be entitled to withdraw therefrom or to claim in any such proceedings that it is not bound by such provisions.
- 14.9.2 is severable from the Agreement and shall remain in effect despite the termination of or invalidity for any reason of this or any part of Contract.
- 15. 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.
- 16. ENTIRE AGREEMENT**
- This Agreement-
- 16.1 Supersedes all prior discussions and constitutes the entire Agreement between the Parties with respect to the subject matter hereof,
- 16.2 Constitutes the whole Agreement between the Parties as to the subject matter hereof and no Agreements, representations or warranties between the Parties other than those set out herein shall be binding on the Parties, and
- 16.3 may not be altered or amended in any manner whatsoever except in writing and signed by all Parties. Any addendum to this Agreement shall not be valid and binding unless signed by the duly authorized representatives of the Parties.
- 16.4 Econet reserves the right to vary the terms of this Agreement. Such terms shall be communicated to the Agent and negotiated between the parties. Once agreed the new terms shall form part of this agreement and shall be binding on the parties.
- 16.5 shall not be assigned or ceded without prior written consent from the parties.
- 16.6 shall inure to the benefit of the successors in title, administrators and assigns of the parties.
- 17. WAIVER**
- Any failure, laxity, delay or omission by any Party to enforce any of the terms and conditions of this Agreement shall not be deemed to be a waiver of such terms and conditions or of the right at any time subsequent to enforce them.
- 18. APPLICABLE LAW**
- This Agreement shall be governed by the laws of Zimbabwe.

19. **DOMICILIUM CITANDI ET EXECUTANDI**

The Parties choose as their domicilia citandi et executandi for all purposes under this Agreement the following addresses

19.1 **Econet Wireless (Private) Limited**

No. 2 Old Mutare Road
Msasa
Harare

19.2 **The Agent**

HUS DONE AND SIGNED AT ON THIS DAY OF..... 20.....

IN THE PRESENCE OF THE UNDERSIGNED

WITNESSES

AS WITNESSES

1.....

2.....

.....
FOR AND ON BEHALF OF AGENT

THUS DONE AND SIGNED AT ON THIS DAY OF..... 20.....

IN THE PRESENCE OF THE UNDERSIGNED

WITNESSES

AS WITNESSES

1.....

2.....

.....
FOR AND ON BEHALF OF ECONET LIMITED

SUPPORTING DOCUMENTS

All applicants must submit the documents enlisted below:

- I. Duly signed out Econet Agent Application form
- II. Certified copy of Certificate of Incorporation
- III. Certified copy of CR14
- IV. Certified copy of Tax Clearance
- V. Coloured 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 licence.