
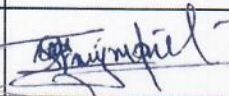
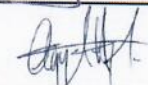
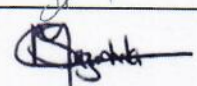
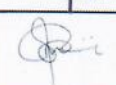
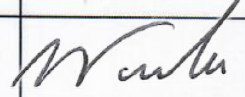


MTN RWANDACELL PLC



**TRADE DEVELOPMENT REPRESENTATIVE TERMS AND
CONDITIONS**

This document is approved by the following:

Name and Surname	Designation	Date	Signature
Oscar Oboma	GM: Risk & Compliance	24/8/22	
George Kagabo	Head of Internal Audit and Forensics		
Norman Munyampundu	Chief Sales and Distribution Officer	24/08/2022	
Yaw Agyapong	Chief Consumer and Digital Officer	24 August 2022	
Sharon Mazimhaka	GM: Corporate Services	24/08/2022	
Mark Nkurunziza	CFO		
Mitwa Kaemba Ngambi	CEO	30/08/22	

Note: any changes to the contents of this document can only be approved by all of the above-mentioned signatories.

MTN RWANDACELL PLC

TRADE DEVELOPMENT
REPRESENTATIVES TERMS AND
CONDITIONS

1. APPOINTMENT AND ACCEPTANCE OF
TERMS AND CONDITIONS

MTN Rwandacell Plc (hereinafter referred to as "MTN"), hereby appoints the Trade Development Representative (hereinafter referred to as "TDR") to recruit Agents and MoMoPay Merchants and ensure availability of MTN's products including Mobile Money products and services ("the Services"), at the sector level in the Republic of Rwanda and the TDR accepts such an appointment on the terms and conditions set out below.

These are the Terms and Conditions upon which the TDR shall onboard, ensure a proper distribution of MTN's Services to agents and MoMoPay Merchants at the sector level within the Republic of Rwanda, the acceptance of which constitutes a binding contract ("the Agreement") on the TDR. By signing the 'Acceptance of Terms and Conditions' document attached hereto, the TDR agrees to abide by these Terms and Conditions.

2. DEFINITIONS

"Agreement" means these terms and conditions and all appendices hereto.

"Business Day" means any weekday other than Sundays.

"Competing Third Party" means any third party that provides any electronic communications products and services and/or mobile financial services and products within the Republic of Rwanda.

"KYA" means procedures to identify an agent including requesting and keeping Agents and MoMoPay Merchants' documents indicating their Business permit, ID/Passport and location to

facilitate name verification and onboarding.

"Effective Date" means the date on which these Terms and Conditions are signed by the TDR.

"Mobile Money" means the electronic money/stock issued by MTN and representing an entitlement to an equivalent amount of cash monies held in Trust Account(s) held in any of the MTN partner banks in respect of the purchase of such electronic value. Verifying, confirming and updating Agents and MoMoPay Merchants Account records.

"Mobile Equipment" means a Mobile Phone and or other equipment which when used together allows access to MTN Services.

"Regulator" means Rwanda Utilities Regulatory Authority (RURA), or the National Bank of Rwanda (BNR), any other regulatory body mandated to regulate electronic communications and/or mobile financial services by the laws of the Republic of Rwanda.

"Services" means the Mobile Money Products and MTN products and services provided by MTN for the issue and redemption of Mobile Money and the transfer of Mobile Money between Customers on the basis of Transfer Instructions including the recording of all.

"Trade development representatives" or "TDR" means an individual registered and approved by MTN to assist to develop the distribution network at sector level and carry out duties as assigned by MTN and/or the Franchisee in whose sales region the TDR operates.

3. TDR'S OBLIGATIONS

- 3.1. Provide their IDs and fill properly and accurately the form at the time of their recruitment.

3.2. Meet his/her obligations and set targets and any amendments thereof made by MTN from time to time.

3.3. Ensure all agents and MoMoPay merchants meet the requirements set by MTN and sign all required documents for activation purposes and submit all signed documents to MTN no later than 24 hours after they have been signed

3.4. Ensure that Sim Registration Agents operate from an authorized shop.

3.5. Ensure that MoMoPay merchants are provided with their assigned MoMo Pay short code within a maximum period of 24 hours from the time all documents are received by the Franchisee Manager.

3.6. Perform monthly follow ups with agents and MoMoPay merchants to gather feedback on their and the Customers' experience with MTN services.

3.7. Ensure that there is visibility of MTN branding materials within his/her respective area and undertake not to use the material provided for any purpose other than the agent onboarding and branding under the terms of this Agreement. The TDR shall also be required to report to the MTN Sales Representative where there is lack of visibility in terms of MTN branding materials within his/her respective zone.

3.8. Be required to report all activated and recruited agents and MoMoPay merchants daily to the MTN Sales Representative in his/her respective zone.

3.9. The TDR shall be fully responsible for his/her acts and/or omissions and all transactions, any acts of theft or fraud, misuse of systems, negligence, or any other such act or omission by him/her or anyone working on his/her behalf (where applicable) that causes risk, embarrassment, or loss to MTN's business or reputation.

3.10. To comply, at its own cost and expense, with all laws, license 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.

3.11. To furnish MTN with written progress reports (where applicable) detailing the conduct of agents' activities under this Agreement promptly upon being requested to do so by MTN.

3.12. The TDR acknowledges and confirms that all information/data that the TDR collects in relation to Mobile Money transactions and banking services, whether from the agents or from MTN or from other sources, remains the property of MTN.

3.13. Any distribution reports, details, schedules, forecasts, statistics, and any other information provided by the TDR to MTN shall be verified and signed by the Franchisee Manager of the TDR as true and correct in all respects (where applicable).

3.14. The TDR undertakes not to incur any liability on behalf of MTN or to pledge or purport to pledge MTN's credit or accept any order on behalf of MTN or bind MTN in any way or give or make or purport to give or make any warranty or representation on behalf of MTN, save to the extent expressly provided for in terms of this Agreement, or otherwise on the prior written authority of MTN. In particular the TDR hereby undertakes:

3.14.1. Not to negotiate or purport to offer any agent, merchant, or potential recruit any incentives, discounts, leniency, extension of time, latitude, or other Agreements concluded or to be concluded between MTN and such agent, merchant or potential customer unless MTN's prior written consent thereto has first been obtained.

3.14.2. Notify every agent, merchant, and potential recruit that forthwith on activation of the relevant Mobile Money Account, the

agent/merchant shall be liable to effect payment to MTN of the relevant fees; and to notify such agents, merchants of any terms, conditions, provisions and any other additional information which MTN may require the TDR to pass on to such agent/merchant and/or potential customer from time to time.

- 3.14.3. Not to itself grant any discount or rebate pertaining to MTN Services any agent or merchant.

3.15. The TDR shall not perform management functions, make management decisions, or act or appear to act in a capacity equivalent to that of a member of management or an employee of MTN. The TDR acknowledges that neither him/her or anyone working on his/her behalf where applicable) are not considered as staff of MTN for any reason whatsoever and understands and agrees that that him/her or anyone working on his/her behalf (where applicable) are not entitled to remuneration and or benefits of MTN staff.

- 3.16. The TDR acknowledges that MTN may at its discretion take any disciplinary action against the TDR for non-compliance with any of the obligations set out above or targets set by MTN from time to time and in this Agreement as a whole.

4. MTN'S OBLIGATIONS

- 4.1. MTN sales representative or Regional Manager shall conduct a due diligence before recruiting the TDR in a sector and having them fill and provide required documents before his/her onboarding.
- 4.2. MTN shall set TDR's targets and ensure communication of those targets and any amendments thereof before the implementation of such change.
- 4.3. MTN shall ensure that the TDR is included in a Closed User Group at no cost to the TDR, whereby the TDR shall be able to communicate (SMS and voice calls) to

other members of the Closed User Group for free.

5. ESTABLISHMENT OF PAYMENTS

- 5.1. MTN shall keep and maintain written records detailing:

- 5.1.1. Any Commissions to which the TDR may be or become entitled pursuant to the provisions of this Agreement.

5.2. Payment of Commissions

- 5.2.1. Payment of all Commissions by MTN to the TDR shall be fixed per month and shall be exclusive of taxes. MTN reserves the right to amend the commissions whenever there is need and shall communicate any changes thereof to the TDR in good time. Commissions shall be paid at the end of the month.
- 5.2.2. MTN reserves the right to withhold the TDR's commissions in part or in whole, should it establish or suspect that the TDR is involved in fraudulent activities and or determined so in accordance with the applicable laws.

6. NON-EXCLUSIVITY

MTN reserves the right to appoint other TDRs, from time to time, in MTN's discretion and the TDR accordingly acknowledges that its rights under this Agreement are not exclusive in any respect.

7. COMMENCEMENT, DURATION AND TERMINATION

- 7.1. These terms and conditions shall come into effect on the Effective Date and will continue until terminated for any of the following reasons:

- 7.1.1. Without prejudice to the provisions of this Agreement, MTN may terminate and or revoke

the TDR's Account and the rights thereof if the TDR commits a breach of any of the provisions of these terms and conditions and fails to remedy such breach to the satisfaction of MTN within seven (7) days of receipt of a written notice and or SMS from MTN specifying the nature of the breach and requiring its remedy.

7.1.2. MTN may terminate or revoke the TDR's Account and the rights thereof with immediate effect:

7.1.2.1. In case of the voluntary or compulsory sequestration, liquidation or judicial management of the TDR, whether provisional or final or if the TDR is a company, the passing of any resolution for its winding up (where applicable).

7.1.2.2. In case of the commission of any act of insolvency by the TDR, or if applicable, any shareholder and/or director thereof.

7.1.2.3. If the TDR practices unethical conduct or fraud activities and/or the TDR is convicted of a serious criminal offence, including fraud.

7.1.2.4. In case of the voluntary or compulsory sequestration, liquidation or judicial management of MTN, whether provisional or final or, the passing of any resolution for its winding up (where applicable).

8. CONSEQUENCES OF TERMINATION

8.1. Termination of these terms and conditions, for any reason whatsoever, shall be without prejudice to any other claims or remedies accrued by either party immediately prior to the date of termination.

8.2. Upon termination of these terms and conditions for any reason whatsoever:

8.2.1. All amounts and or commissions owing by either party to the other in terms of these terms and

conditions shall become immediately due and payable.

8.2.2. The TDR shall immediately cease to recruit MoMoPay merchants and agents.

8.2.3. The TDR shall forthwith hand over to MTN all documentation, customer records, agent/merchants lists under its possession or control whether directly or indirectly and any other material of any nature whatsoever which is proprietary to MTN and in the TDR's possession, to MTN, at the TDR's own cost.

8.2.4. The TDR shall certify in writing, immediately upon request, that it has done so and disclose the name and address of any third party of which he/she is aware that has such records and information in its possession and from whom he/she has not been retrieved and shall provide MTN with his/her co-operation in recovering such records and information to the extent that he/she is requested to do so; and

8.2.5. The TDR shall, cease forthwith to qualify for any commissions and any other amounts to which it would otherwise have been entitled.

8.3. The provisions of this clause shall survive any termination of these terms and conditions.

9. SUSPENSION AND DISCONNECTION OF THE TDRS CLOSURE OF ACCOUNT

9.1. MTN shall be entitled to suspend, restrict or terminate the TDR's (in whole or in part) Account without any liability whatsoever under the following circumstances:

9.1.1. Where the TDR fails to meet the agreed upon targets consistently for one quarter

9.1.2. Where the TDR fails to comply with the terms of these terms and

conditions or any other instructions that shall be given by MTN from time to time.

9.1.3. Where the TDR undertakes activities other than the ones contemplated under these terms and conditions.

9.1.4. If MTN has reason to believe that the TDR's account was or is being used in an un-authorized, unlawful, improper or fraudulent manner in connection with criminal activities or otherwise.

9.1.5. For any reason beyond MTN's control.

9.1.6. Where the TDR requests for his/her Account to be closed.

9.1.7. MTN will not be responsible for any direct, indirect, consequential, or special damages arising from suspension the TDR's Account in terms of this clause 9.

10. LIABILITY AND INDEMNITY

10.1. MTN shall hold the TDR liable for any wrongful or negligent acts or omissions committed by the TDR in the course of his duties under this Agreement.

10.2. MTN shall not be liable for any loss, claim, action, expense, damage or injury suffered or sustained by the TDR whatsoever and howsoever pursuant to accepting these terms and conditions, whether direct or indirect, consequential or contingent and whether foreseeable or not. In particular, MTN will not be liable for any financial loss, loss of business, profit, savings, revenue, or goodwill suffered or sustained by the TDR howsoever arising.

10.3. The TDR hereby indemnifies and holds MTN harmless from and against any loss, damages, action, claims and expenses suffered or sustained by MTN if, due to any default or negligence of the TDR or if the identity of an agent and/or MoMoPay Merchant transpires to be false or invalid for any reason.

10.4. These terms and conditions shall terminate forthwith upon the termination or cancellation for any reason of the license and the TDR shall not have any claim against MTN pursuant to such termination even if the termination or cancellation arises out of a negligent or wrongful act on the part of MTN.

10.5. The provisions of this clause shall survive any termination of this Agreement for any reason.

11. DISPUTES

11.1. If any dispute arises between the parties to this Agreement concerning any matter, which is a subject of or arises out of any clause or the interpretation thereof, the parties shall settle it amicably.

11.2. In addition, where the parties fail to settle the disputes amicably, the dispute shall be referred to the courts of competent jurisdiction in Rwanda.

12. CONFIDENTIALITY AND DISCLOSURE

12.1. All business, customer, commercial, scientific, technical or any other information pertaining to MTN, as well as any price list whether current or not, received by or made available to the TDR pursuant to the fulfilment by the TDR of its obligations under these terms and conditions shall be regarded by the TDR as confidential and shall not be disclosed to third parties, or used for any purpose other than that for which it was disclosed, without the prior written consent of MTN.

12.2. If it is discovered that the TDR has under any circumstances provided, shared, discussed, or otherwise made accessible or known to any competing Telecommunications Operator or other entity, any information, documentation, strategies, statistics, or so otherwise which it receives from MTN or any of its consultants or agents, in relation MTN services, MTN shall be entitled to terminate the Agreement with immediate effect and claim any damages it may have suffered due to the disclosure by the TDR.

12.3. The TDR shall where applicable grant the regulator's inspecting officers full and timely access to documents, reports and records as necessary. Furthermore, the services provided by the TDR shall be subject to regulatory review.

12.4. Clause 12.1 and 12.2 shall survive any termination of this Agreement for any reason.

13. DATA PROTECTION AND PRIVACY

13.1. Any information and data provided by MTN and/or by agents or merchants (the disclosing party) to the TDR (the receiving party) and used by the TDR directly or indirectly in the performance of this Agreement shall remain at all times the property of the disclosing party. It shall be identified, clearly marked and recorded as such by the receiving party on all media and in all documentation. The receiving party shall indemnify the disclosing party for any claim, suit or loss that the disclosing party may suffer as a result of a breach of the provisions of this clause 13.1.

13.2. The TDR shall take all reasonable precautions to preserve the integrity and prevent any corruption or loss, damage or destruction of the personal data and/or information.

13.3. The TDR agrees to comply with and maintain adequate measures to ensure that it complies with the provisions and obligations contained under this clause 13.

13.4. Personal data acquired from MTN, or Agents or MoMoPay Merchants by the TDR shall only be used solely for the purposes of this Agreement and for no other purpose.

13.5. Nothing in this Agreement shall oblige the TDR to disclose any information to the public if it is of the view that to do so would be a breach of this Agreement.

13.6. A breach of the terms of this clause shall constitute a material breach under this

Agreement entitling the aggrieved party to terminate this Agreement.

14. FORCE MAJEURE

A party will not be liable for any loss suffered by the other party arising out of any delay in or prevention of performance of such party's obligations due to any cause, the adverse effects of which the party could not and cannot reasonably and practicably avoid in the ordinary conduct of the party's business.

15. ANTI-BRIBERY AND CORRUPTION & AML

15.1. MTN Anti-Corruption and Bribery Policy:

15.1.1. The TDR shall at all times ensure that he/she is knowledgeable regarding all Anti-Bribery and Corruption Laws; the TDR shall take appropriate measures to ensure compliance therewith and he/she shall not cause or request any actions which would cause any other party to be in violation thereof.

15.1.2. MTN expressly prohibits the payment of bribes and also the payment of any facilitation payments in connection with its business operations. MTN may terminate this Agreement for default, if the TDR breaches this clause, or any applicable anti-bribery legislation in performing its obligations under this Agreement. The TDR warrants and represents that in the execution and performance of this Agreement neither him/her, nor anyone acting on his/her behalf (where applicable), has paid or will pay any bribe or facilitation payment or commit any conduct that constitutes an offence under relevant anti-bribery legislation.

15.2. AML/CTF:

15.2.1. The TDR shall ensure that he/she, or anyone acting on his/her behalf (where applicable), subcontractors shall, comply with all applicable anti-money laundering (AML) and counter terrorist financing (CTF) Laws, designed to prevent money laundering and terrorist financing. The TDR or his/her personnel, TDRs, subcontractors (where applicable) shall conduct the requisite due diligence or enhanced due diligence as part of his/her business dealings with customers and other counterparties. The TDR further represents and warrants that he/she shall not allow nor attempt to initiate any transaction which may contravene any AML/CTF Laws and will provide such information to MTN as necessary or required by MTN, at no cost, to comply with its own AML/CTF obligations.

15.3. Notwithstanding any other provision of this Agreement, MTN may immediately suspend this Agreement and/or any Order, and/or suspend any payments required under this Agreement, in the event it should receive information which it determines in good faith and in its sole discretion to be evidence of a breach by the TDR (or his/her personnel, subcontractors) of any undertaking in this clause. MTN has the right to audit the TDR to satisfy itself that the TDR complies with its contractual and legal obligations and/or that no breach has occurred, and the TDR shall fully cooperate with any such audit or related inquiry/ies at no cost.

16. COMPLIANCE WITH ALL LAWS

16.1. The TDR shall:

16.1.1. At its own cost, observe all relevant legislation and comply with any directions made by any competent regulatory authority concerning the fulfilment of its obligations in terms of the

matters contemplated in this Agreement; and

16.1.2. Not use or knowingly allow others to use the network services or any terminal equipment for improper, immoral or unlawful purpose; and

16.1.3. Not act or omit to act in any way likely to injure or damage any person, property or the network or cause the quality of the network services to be impaired or interrupted in any manner whatsoever.

16.2. The TDR undertakes to comply at its own cost with reason with any directions issued by MTN insofar as they relate to compliance with the provision of any applicable license or regulatory conditions.

17. COSTS

In the event that either party instructs its attorney's to take steps to enforce any of its' rights in terms of this Agreement, the defaulting Party shall pay to the aggrieved party all collection charges and legal costs (on an attorney and own client scale) incurred by the aggrieved party as a result thereof, irrespective of whether or not legal proceedings have been instituted as long as such costs have already been incurred.

18. GENERAL TERMS

18.1. Alterations

No alterations, consensual cancellation, variation of, or addition hereto shall be of any force or effect unless amended and approved by MTN.

18.2. Entire Agreement

This document, Annexure or Addendum to it, contains the entire Agreement between the parties regarding the matters contained herein and neither party shall be bound by any undertakings, representations, warranties, promises or the like not recorded herein.

18.3. No Indulgences

No indulgence, leniency or extension of time which MTN may grant or show to the TDR shall in any way prejudice MTN or preclude MTN from exercising any of its rights in the future.

18.4. Cession and Delegation

The TDR shall not, without the prior written consent of MTN, be entitled to cede, delegate all or any of its rights and/or obligations in terms of this Agreement to any third party. MTN shall not be bound by such prohibition and the TDR hereby expressly consents to any such cession and/or delegation of rights and/or obligations by MTN.

18.5. Severability

Any provision in this Agreement, which is or may become illegal, invalid or unenforceable shall be treated *pro non scripto* and severed from the balance of the Agreement without invalidating the remaining provisions of this Agreement or affecting the validity of enforceability of such remaining provisions.

19. Governing Law

This Agreement and all matters or disputes arising from it or incidental thereto shall be governed and construed in accordance with the laws of the Republic of Rwanda.

ANNEX A

The following list of irregularities and their subsequent consequences (penalties) is being implemented in order to help curb the growing misconduct amongst some MTN TDRs.

Action	Consequence
<ul style="list-style-type: none"> ▪ Not following KYA requirements ▪ Not checking the agent' ID and business permits and/or failing to keep the agents' MoMoPay Merchants' documents (where applicable) ▪ TDR working outside his/her assigned area within the designated sector area, without formally informing the MTN sales representative in that area; <p>and/or;</p>	<ul style="list-style-type: none"> ▪ Financial and Criminal consequences to be borne by the TDR. ▪ TDR Account to be terminated ▪ Warning notice after the first incident. ▪ 2nd incident following the warning will result in a twenty-four (24) hours account suspension;

<ul style="list-style-type: none"> ▪ any other such TDR failure to adhere to directives and/or instructions from MTN or the responsible Franchisee in relation to the provision of the Services 	<ul style="list-style-type: none"> ▪ If the TDR repeats the same act for a third time or any other offense/misconduct, then the account shall be terminated ▪ Non-payment of commission for all transactions done during the period of the offense(s)
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