

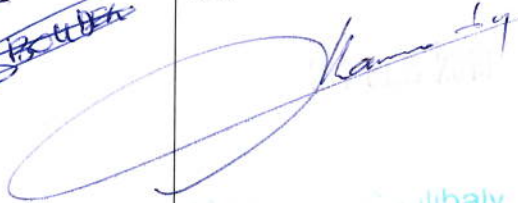







**Orange Money Agent Agreement**

Redaction	Check	Validation
<p><b>Name: Nadia ELAID</b> Function: Consultant Date: 21/02/19 Visa:</p> 	<p><b>Name: Abdoul OUATTARA</b> Function: Legal Office Date: 21/02/19 Visa:</p> 	<p><b>Name: Mamadou COULIBALY</b> Function: Head of OM (acting) Date: Visa:</p>  

**Approval:**

**Name: Mamadou COULIBALY**  
Function: Orange Money Liberia CEO  
Date:  
Visa:

Applying date:



**ORANGE MONEY AGENT AGREEMENT**

**BETWEEN**

**ORANGE MONEY LIBERIA**

**AND**

---



This Orange Money Agent agreement ("The Agreement") is entered into as of ..... by and between:

ORANGE MONEY LIBERIA, whose principal place of business is at 13 street, Tubman Boulevard, Monrovia, Liberia, hereinafter referred to as "Orange Money Liberia" represented herein by Mr. Mamadou COULIBALY in his capacity as Chief Executive Officer duly authorized.

AND

..... company registration number .....and whose principal place of business is at ..... hereinafter referred to as "The Agent" represented herein by ..... in his capacity as ..... duly authorized by a Resolution of the Board of Directors)

Orange Money Liberia and the Agent being designated hereinafter together as the "Parties" and individually as the "Party".

Now it is hereby agreed as follows:

## 1. Definitions

The words used in this Agreement and its Attachments shall have the following meanings ascribed to them:

- 1.1 **Account creation:** The opening of an Orange Money Account for an End User;
- 1.2 **Affiliated Companies:** Any company, affiliate or juristic person that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Orange Money Liberia "control" shall mean the power to directly or indirectly appoint a majority of the directors or to otherwise direct or cause the direction of the management or policies whether through share ownership, by contract or otherwise;
- 1.3 **Cash in:** Operation carried out at the End User 's request, consisting of the purchase of Orange Money Units from an Agent against payment by the End User in cash of the Orange Money Units face value plus applicable transaction fees if any;
- 1.4 **Cash out:** Operation carried out at an end user's request, consisting of the sales of Orange Money Units to an Agent against payment in cash of the Orange Money Units face value minus applicable transaction fees if any.
- 1.5 **Compliance Framework:** The set of procedures, monitoring actions and control systems required for the efficient supervision of the transactions and compliance of the Orange Money System with all applicable financial and banking regulations, especially with respect to prevention of money laundering, terrorist financing and more generally external and internal fraud and operational and compliance risks;
- 1.6 **Charging Rates:** The list of Charges of the Orange Money Account and Orange Money Service, which is regularly updated;
- 1.7 **Agent:** A company who has signed an Agent Agreement with Orange Money Liberia authorizing it to realize Cash in or Cash out and optionally account creation;
- 1.8 **End user:** An individual who has an Orange prepaid card and has registered to use Orange Money for purchases, transfer and sales;
- 1.9 **"Force Majeure"** means any cause beyond a Party's reasonable control affecting the performance by a Party of its obligations hereunder including but not limited to acts of God, lightning, flood, exceptionally severe weather, acts of terrorism, fire, explosion, earthquake, war, riot, civil disorder, strikes, lockout or other industrial disputes, acts or decisions of government or other competent regulatory authorities or compliance therewith, the imposition of sanctions or other trade restrictions
- 1.10 **Orange Money Liberia:** A company incorporated under the Laws of Liberia having its registered office at 13 street, Tubman Boulevard, Monrovia, Liberia;
- 1.11 **Orange Money** means a Mobile Banking System, the service provided by Orange Money Liberia enabling the transfer of Orange Money Units between Orange Money Accounts at the applicable Charging Rates;
- 1.12 **Orange Money Agent Account:** The Orange Money account linked with an Orange mobile phone number opened by Orange Money Liberia in the Agent's name, for the purpose of holding the Orange Money Units held by the relevant Agent and from or toward which that the Agent's Orange Money Units are transferred;
- 1.13 **Orange Money End User Account :** The Orange Money account linked with an Orange mobile phone number opened by an Orange Money Agent in the name of an End User 's name, for the purpose of holding the Orange Money Units;
- 1.14 **Orange Money Units:** An electronic unit of monetary denomination in Liberia dollars or US Dollars and representing a debt instrument issued by Orange Money Liberia which is negotiable amongst Agents;
- 1.15 **Parties:** means Orange Money Liberia and the Agent, and "Party" shall mean either one of them;



- 1.16 **"Point of Sale"** (POS) : Outlets identified by the Agent to directly load or unload the e-Money to the end user;
- 1.17 **Products:** Orange Money related Products and any other equipment supplied by Orange Money Liberia under this Agreement including but not limited to packaging, trademarks, designs, logos and any associated words;
- 1.18 **Services :** : The Orange-money service (purchase, transfer and sales of Orange money) offered by Orange Money Liberia;
- 1.19 **Territory :** The Republic of Liberia;

## 2. Purpose and scope

The purpose of this agreement is to define the terms and conditions under which the Agent shall distribute and promote Orange Money Services within the Territory.

### 2.1 Scope of Agent's services

The Agent undertakes, in accordance with the terms of this Agreement and the Mobile Money Agent Manual, to:

- if he is appointed to new registration, use its best endeavours to register new Customers for the Orange Money Service;
- facilitate and undertake Cash-in Transactions, Cash-out Transactions for Customers;
- perform such other services and functions ancillary to the above in connection with the Orange Money Service as may be specified by Orange Money Liberia from time to time

## 3. Appointment and term

- 3.1 Orange Money Liberia hereby appoints the Agent in the Territory to distribute, market, sell and promote the Orange Money Service. Upon request and if validated by Orange Money Liberia, the Agent will be appointed to register new customers.
- 3.2 This Agreement shall come into effect on the date of signature hereof and shall continue for a period of one (1) year ("initial term"). It shall be automatically renewed for successive term of twelve (12) calendar months each ("renewal term"), save if a Party has provided to the other written notice of termination sent by registered mail or hand delivered with acknowledgement of receipt, at least two (2) months before the end of the initial term or any renewal term.
- 3.3 The Agent shall only be permitted to Distribute Orange Money sell through Orange Money Liberia approved and registered Points of Sales.
- 3.4 The Agent acknowledges that ORANGE MONEY Service is provided in a non-exclusive basis.

## 4. Financial terms

- 4.1 Payment and supply terms
  - 4.1.1 Orange Money Units and Products shall only be released and uploaded into the Orange Money Agent's Account after receipt of payment by the Agent to Orange Money Liberia.
- 4.2 The charges and commissioning plan may at any time be modified by Orange Money Liberia, subject to prior notification to the Agent.
- 4.3 The Parties hereby agree that the Charges and the commissioning plan will be the sole financial compensation due to the Agent. The Agent will not claim any other sums, fees or indemnities of whatever nature, including any advance payments, expenses or charges incurred, or for loss of profit or loss of business and the Agent hereby waives any remedies or claims of future indemnities.



## **5. Risk and ownership**

Ownership and risk shall pass to the Agent immediately after Orange Money Liberia completes the cash in of Orange Money Units into the Orange Money Agent's Account.

## **6. Appointment and management of Point of Sales**

- 6.1 The Agent shall ensure that all of the Points of Sales it appoints shall not sell the Products or market the Services to any other person or entity acting in the capacity of dealer or Point of Sales to the dealer in question.
- 6.2 The Agent shall ensure that Points of Sales appointed by them keep proper records of all stock and in particular can account for any Orange Money Liberia stock they may have at any time.
- 6.3 Orange Money Liberia may require the Agent to terminate Orange Money business in a specific Point of Sales in accordance with its terms where Orange Money Liberia has reason to believe that this Point of Sales has failed to comply with the Marketing Guidelines or any directions or instructions issued by Orange Money Liberia, or has acted in a manner that may bring the Orange Brand to disrepute. In that case, the Agent shall immediately comply with such request.
- 6.4 The Agent undertakes to maintain such stock of the Products as may be reasonably necessary to meet the requirements and demands of the Points of Sales it appoints.
- 6.5 The Agent shall use its reasonable endeavors to ensure that any Point of Sales under this Agreement acts in accordance with all of its directions, and the Agent undertakes to indemnify Orange Money Liberia against all liabilities, claims, demands, actions, costs, damages or loss arising out of the failure by the Agent or the Point of Sales to comply with its obligations under this Agreement in relation to the appointment or actions of it and any Point of Sales it shall have appointed.
- 6.7 The Agent shall at all times maintain an up to date register of all the Points of Sales through which it sells the Products. Orange Money Liberia may at any time require the Agent to produce such a list and additionally provide any information that Orange Money Liberia may require.

## **7. Agent General Obligations**

The Agent shall:

- 7.1 open an Orange Money Agent Account in its name with Orange Money Liberia. Such Account will solely and exclusively store the Agent's Orange Money Units and under no circumstances will the Orange Money Agent Account be used for the purpose of storing or managing any End User's assets of any kind;
- 7.2 not delegate, outsource or sub contract the performance of any of its obligations contained herein and will obtain Orange Money Liberia's prior approval of each of the Point of Sales which is to participate in the Orange Money Service;
- 7.3 employ such qualified staff as will properly provide for sales advisory demonstration in respect of all of the Orange Money Services;
- 7.4 observe and ensure that he complies with all relevant legislation, statutory instruments, and any directions of Orange Money Liberia resulting from directions or recommendations made by any Ministerial Office or Authority;
- 7.5 Orange Money Liberia may from time to time issue bulletins or notices advising the Agent not to deal with certain individual(s) or organization(s) and the Agent shall at all times comply with such advice, and shall stop dealing with such individual or organization, failing which Orange Money Liberia reserves the right to cancel this agreement with immediate effect without notice;



- 7.6 not give or make, or purport to give or make promises, representations, warranties or guarantees with reference to Orange Money Services except as expressly authorized by Orange Money Liberia in writing, nor incur any liability on behalf of Orange Money Liberia;
- 7.9 from time to time consult with Orange Money Liberia's representatives for the purpose of assessing the state of the market in the Territory and shall permit such representatives to inspect any premises or documents used by the Agent in connection with the promotion of the Orange Money Services;
- 7.10 when reasonably required by Orange Money Liberia, ensure that its employees attend such free of charge training as Orange Money Liberia shall prescribe or ensure that its employees are adequately qualified to provide the Services;
- 7.11 record any information regarding the Orange Money Services as Orange Money Liberia shall reasonably require from time to time and disclose the same to Orange Money Liberia as frequently as is reasonable
- 7.12 not do, or so far as the Agent is reasonably capable of preventing the same, permit to be done anything which is or might be detrimental to the goodwill of Orange Money Liberia or the Orange Money Products and Services;
- 7.13 take out and maintain a comprehensive insurance policy throughout the term of this Agreement which shall cover his responsibility for loss, theft or damage to any property, material or things owned or supplied by Orange Money Liberia while such product, property, material or things are in the Agent's possession or under the Agent's control. The Agent shall on request provide satisfactory evidence of such a policy to Orange Money Liberia;
- 7.14 in advance, or, in any event, no later than within seven (7) days of completion, inform Orange Money Liberia of any change in the Agent's structure or ownership, address, number of outlets and any other information which may be relevant to the Agent's performance of any of the Agent's obligations under this Agreement;
- 7.16 not engage in any activity and/or initiate any action, which could be directly or indirectly detrimental to the rights of Orange Money Liberia;
- 7.18 provide Orange Money Liberia with all information concerning any event which could compromise the continuity of its business and, more generally, any event which could adversely affect the performance of its obligations under this contract;
- 7.19 provide full access to any person appointed by Orange Money Liberia in charge of verifying Agent's compliance with the specifications and with the Compliance Framework;
- 7.20 In the event of any breach of the conditions of this Clause by the Agent, Orange Money Liberia may suspend or withhold any commissions due to the Agent in accordance hereof and/or terminate this Agreement immediately without notice.

#### **8. Promotion and Communication of the Service and Advertising of the Point of Sales**

- 8.1 The Agent shall ensure that all Points of Sales can be identified as Orange Money branded distribution points and that the branding material provided by Orange Money Liberia is displayed at the entrance of the shop.
- 8.2 The Agent shall endeavor to do its best to ensure promotion and development of the Orange Money Service and permanent availability of the Orange Money Service on its Point of Sales. All advertising and promotional material and activity shall be in accordance with the Marketing Guidelines as may be notified by Orange Money Liberia from time to time, and the Agent shall comply with all reasonable directions from Orange Money Liberia particularly with regard to the standard and quality of all promotions and marketing activity.
- 8.3 Orange Money Liberia hereby authorizes the Agent to use the Orange Money trademark, name and logo strictly for the purposes of this Agreement..



- 8.4 The Agent will use such trademarks and related visual identity at its stores and Point of Sales strictly in compliance with the graphic charts and shall ensure that their visual quality or display do not damage the image of Orange Money Liberia's products and services.
- 8.5 The Agent shall not permit any other person or entity to use the titles referred to in Clause 8.1 above, and shall report such unauthorized use to Orange Money Liberia immediately.

#### **9. Distribution obligations concerning customer's registration**

- 9.1 In facilitating the registration of new Customers, the Agent shall:
  - 9.1.1 ensure that the Applicant is an Orange Liberia customer with an active SIM card;
  - 9.1.2 ensure that the Registration Form is completed accurately and signed by the applicant;
  - 9.1.3 ensure that all Supporting Documents submitted are complete;
  - 9.1.4 ensure that the details contained in the Registration Form are verified against the Supporting Documents;
  - 9.1.5 satisfy himself as to the identity of the Applicant;
  - 9.1.6 ensure that the duly completed Registration Form and Supporting Documents received by the Agent are delivered to Orange Money Liberia within 24 hours of submission thereof for validation and processing
- 9.2 Upon receipt of an Applicant's Registration Form duly completed together with all Supporting Documents, and subject to the provisions of clause 9.1, the Agent will request Orange Money Liberia to open and activate an Orange Money Account in the name of the Applicant using his Mobile Equipment
- 9.3 The Agent shall use every effort to assist Applicants with respect to the registration process and initial operation of their Orange Money Accounts
- 9.4 The Agent must decline to register an Applicant and shall not request Orange Money Liberia to open an Orange Money Account for the Applicant where he is not satisfied with the proof of the Applicant's identity
- 9.5 The Agent appointed for new customers' registration shall be equipped at his own expense with a compatible phone in order to be able to use the Orange Money Liberia registration application. The Agent Mobile Equipment shall be at least a 3G smartphone.

#### **10. Distribution obligations concerning Cash in and Cash out**

The Agent shall:

- 10.1 only effect Cash in and Cash out to the extent its own Orange Money Agent Account is duly opened and operates correctly and strictly in compliance with the Compliance Framework;
- 10.2 only perform Cash in to the extent (i) its own Orange Money Agent Account has sufficient Orange Money Units available (ii) the End User's Orange Money account is available. In addition, for the Agent will not receive any cash payments in respect of Cash in save to the extent that it has effected the corresponding transfer of the Orange Money Units to the relevant End User;
- 10.3 only perform Cash out against prior receipt of the corresponding Orange Money Units from a given End User, in the understanding that such receipt of Orange Money Units by the Agent will constitute irrevocable commitment of the Agent to immediately transfer to such End User the corresponding cash payment; and
- 10.4 strictly apply Orange Money Liberia Charging Rates to Cash in and Cash out as notified by Orange;
- 10.5 ensure that Cash in effected are within the thresholds defined by regulation;





- 10.6 It is hereby agreed that the Agent will be solely responsible for verifying the effective settlement of cash payments made to or received from its Customers in respect of Cash in and Cash out. The Agent hereby acknowledges that any transfer of Orange Money Units it will make for the benefit of any given End User is final and irrevocable;
- 10.17 ensure that for each transaction (cash in and cash out) the End User receives a receipt including the date of the transaction, transferred amount, name and phone number of the End User.

### **11. Orange Money Liberia Obligations**

Orange Money Liberia will:

- 11.1 ensure continuous availability and functioning of the Orange Money Services as well as of the authentication and confirmation processes and will promptly execute operations effected by the Agent (in particular transfer of Orange Money Units from one account to another);
- 11.2 provide the Agent with any available and necessary information concerning the functioning and development of the Orange Money Service for the purpose of fulfilling his obligation under this Agreement;
- 11.3 train and assist the Agent's sale force with respect to the Orange Money Service and on any related issues, which could come up during the life of the Services; and
- 11.4 provide free branding and promotional material for each Point of Sales.

### **12. Confidentiality**

- 12.1 Each Party acknowledges that all material and information which has or will come into its possession or knowledge in connection with this Agreement, or the performance hereof, consists of confidential and proprietary data, whose disclosure to or use by third parties will be damaging to the other.
- 12.2 Both Parties, therefore, agree to hold such material and information in the strictest confidence, not to make use thereof other than for the performance of this Agreement, and to release it only to employees reasonably requiring such information, and not to release or disclose it to any other Party, unless so required by law.
- 12.3 Confidential and proprietary information is not meant to include any information which, at the time of disclosure, is generally known by the public and any competitors of either Party.
- 12.4 Neither Party shall use the names, trademarks, or tradenames, of the other Party in publicity releases or advertising or in any other manner, including any bank customer details without having secured the prior written approval of the other Party.
- 12.5 The Parties' obligations of confidentiality under this Agreement shall survive the termination of this Agreement for any reason whatsoever.

### **13. Indemnities and responsibilities**

- 13.1 The Agent will be solely responsible for any acts it performs in connection with the Orange Money Service and will indemnify and hold Orange Money Liberia harmless against any and all claims arising from or in connection with the Agent's breach of this contract, of the Compliance Framework, or of applicable laws and regulations. The indemnification obligation will survive the termination of this contract.
- 13.2 Neither party shall be liable to the other Party for any loss whether direct or indirect, for loss of business revenue, profits or any indirect or consequential loss or damage howsoever arising.
- 13.3 In any case and except as provided herein Orange Money Liberia's liability shall not whether in contract, tort or otherwise exceed in aggregate for any breach or breaches the sum of LBD100,



000.00 (Liberia Dollars One Hundred Thousand Only). Orange Money Liberia shall have no liability in respect of any claim unless notice thereof shall have been served upon Orange Money Liberia at its registered office within three years of the cause of Action arising and proceedings in respect of the same shall have been issued no later than 6 months thereafter

- 13.4 Neither party excludes or restricts liability for death or personal injury caused by their negligence.

#### 14. Reporting and Audits

- 14.1 Except as otherwise agreed by the Parties hereto the Parties shall meet not less than once every three (3) months to review the operation of this Agreement including without limitation, sales and promotional activity to date and forecast sales and promotional activity for the next six(6) month period.
- 14.2 The Agent shall produce monthly reports to Orange Money Liberia of its Points of Sales and their location, of its sales and connections, as well as any marketing and promotions carried out.
- 14.3 The Agent agrees that Orange Money Liberia shall be entitled during the term of this Agreement and for a reasonable period thereafter, to request the Agent to provide an auditor's certificate in relation to information supplied by the Agent for the purpose of verifying payments due under this Agreement at the cost of Orange Money Liberia.

#### 15. Termination

- 15.1 This Agreement may be terminated by either Party at any time by the serving on the other party of not less than two (2) months prior written notice, unless varied by mutual agreement.
- 15.2 In addition to any other rights and remedies at law this Agreement may be terminated immediately by one Party with immediate effect and without incurring any liability nor compensation of any kind to the other Party, in the following circumstances:
- either Party has committed a material breach of its obligations under this Agreement and such breach if capable of remedy is not remedied within fifteen (15) business days of written notice thereof from the other Party;
  - either Party goes into voluntary or involuntary liquidation or is declared insolvent either in bankruptcy proceedings or other legal proceedings;
  - an agreement with creditors has been reached by either Party due to its failure or inability to pay its debts as they fall due;
  - a receiver is appointed over the whole or part of either Party's business;
  - in the reasonable opinion of Orange Money Liberia the Agent's conduct could bring the name or reputation of Orange Money Liberia into disrepute;
  - the Agent is in breach of any term of this Agreement;
  - For Agent appointed to new customers' registration, non-compliance for new registrations;
  - a serious Default by the Agent of its obligations by virtue of Clause 22 (Compliance) and clause 25 (Personal data protection);
- 15.3 The termination of this Agreement for any reason shall be in writing and shall result in the termination of the Orange Money Service and full Redemption of Orange Money Units. Upon receipt of a notice of termination, the Parties shall meet in order to decide how to carry out the Redemption of all outstanding Orange Money Units.





- 15.4 Termination of this Agreement shall be without prejudice to any rights or liabilities accrued at the date of termination but such termination shall not of itself give rise to any liability on the part of Orange Money Liberia to pay any compensation to the Agent whatsoever.

#### **16. Intellectual property rights**

- 16.1 The Agent will identify and promote the Orange Money services as those of Orange Money Liberia.
- 16.2 Consent is given for the Agent to use the Agent's own name and trade mark or corporate logo to indicate that the services of Orange Money Liberia are available through it. The Agent shall not do or omit to do anything which may in the reasonable opinion of Orange Money Liberia indicate that the Agent is a part of Orange Money Liberia or associated in any way with Orange Money Liberia not permitted explicitly by this Agreement.
- 16.3 The Agent acknowledges that the Marks are owned by or licensed by Orange Money Liberia and that misuse or unauthorized use or reproduction of any of the Marks could damage the business and reputation of Orange Money Liberia and that misuse or unauthorized use or reproduction by the Agent or with the Agent's approval will constitute a breach of this Agreement.

#### **17. Force majeure**

If a Party is prevented, hindered or delayed from or in performing any of its obligations under this Agreement by a Force Majeure event then (i) that Party's obligations under this Agreement shall be suspended for so long as the Force Majeure event continues and to the extent that it is so prevented, hindered or delayed, (ii) that Party shall give written notice to the other Party as soon as possible following the occurrence of the Force Majeure event; (iii) that Party shall use reasonable endeavours to mitigate the effects of the Force Majeure event on the performance of its obligations under this Agreement, and (iv) as soon as reasonably practicable after the end of the Force Majeure event that Party shall notify the other Party that the Force Majeure event has ended and that Party shall resume performance of its obligations under this Agreement.

The existence of a Force Majeure event for a period longer than three (3) Months shall entitle either Party to terminate this Agreement without payment of compensation, subject to prior written notice given by registered mail, return receipt requested.

#### **18. Prohibition on Assignment**

This Agreement is personal to both Parties and may not be assigned either in whole or in part by either Party to any other party, except with the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed).

#### **19. Construction and Interpretations**

- 19.1 The headings contained in this Agreement and the Schedules are for ease of reference only and shall not be taken into account in the construction or interpretation of any provision to which they refer.
- 19.2 This Agreement supersedes all previous agreements representations or promises of either Party and sets out all the agreed terms between the Parties any amendment or alteration to this Agreement shall be in writing and signed by an authorized signatory of each party. All previous agreements between the Agent and Orange Money Liberia shall be terminated with effect from the date of this Agreement.
- 19.3 This Agreement shall not be deemed to create any partnership, agency, joint venture or employment relationship between the parties.



- 19.4 In the event that any provision contained herein is held to be invalid, illegal or unenforceable in any respect, this shall not affect the validity or enforceability of any other provision of this Agreement, provided that if necessary to maintain the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the invalid, illegal or unenforceable provision with an enforceable provision which reflects such intent as closely as possible.

## 20. Waivers

No delay in enforcing any right shall constitute a waiver by either party.

Any waiver by either party of its right in any instance to require compliance with any of the provisions of this Agreement by the other party shall not prevent that party subsequently requiring such compliance in respect of that instance by the other party.

## 21. Statutory references

Any reference to a statutory provision shall include that provision as from time to time modified or re-enacted provided that in the case of modifications or re-enactments made after the date of this Agreement the same shall not have effected a substantive change to that provision.

## 22. Orange Compliance Policy

Orange Liberia (OLIB) has implemented a compliance policy based on respect for a set of values and principles contained in :

- The Orange Group's Code of Ethics and Anti-Corruption Policy, available at [www.orange.com](http://www.orange.com) and <http://www.orange.com.lr/>
- The national, European and international legal and regulatory provisions applicable Orange Liberia in the conduct of its activities including, without limitation, the Executive Order n°38 of January 6, 2012 establishing an administrative code of conduct for member of the executive branch of government of the President of Liberia and the Act of legislature prescribing a national code of conduct for all public officials and employees of the government of the republic of Liberia (esp. part IX – Gifts, Bribes and Conflicts of interest) dated June 20, 2014 ; the Universal Declaration of Human Rights, International Labour Organization standards, OECD guidelines (particularly regarding efforts to fight corruption), the US Foreign Corrupt Practices Act, the UK Bribery Act, Law n. 2016-1691 of 9 December 2016 relating to the transparency, the fight against corruption and the modernization of the economic life (also called "Loi Sapin II Act"), and the French criminal code pertaining to financial and economic misdemeanors and crimes as well as international trade sanctions (embargoes) including any sanctions that may be in force as a result of a resolution passed pursuant to Chapter VII of the UN Charter by the UN Security Council, any sanction that may have been imposed by the European Union (including DGT and OFSI), the United States Government (including OFAC), the French Government or applicable law, and watch list. These lists are, notably, the "Consolidated Travel Ban and Assets Freeze List" published by the United Nations Sanctions Committee, the "Specially Designated Nationals and Blocked Persons list" maintained by the OFAC, and the consolidated list of people, groups and entities subject to EU financial sanctions.

These values and principles are referred to hereafter as the "Rules", including any subsequent modifications.

The Parties undertake to comply with the Rules. In addition, they undertake on their behalf, and obtain from their executives, employees, affiliates, subcontractors and their respective representatives, that they undertake:

- to implement the direct and indirect means appropriate for the effective implementation and maintenance of a compliance program to ensure compliance with the Rules;

- that (i) each of the persons referred to above and who will intervene, directly or indirectly, in any way whatsoever, in the performance of the Contract and (ii) all direct or indirect means, technical, financial and implemented in the performance of the Contract, comply with the Rules.

In order to ensure compliance with the Rules throughout the duration of the Contract, each Party undertakes, on the one hand, to fulfil the requests of the other Party to obtain all the elements justifying its compliance with the Rules, and on the other hand, to inform the other Party without delay of any breach of the Rules committed by it or any of the persons referred to above, as well as the corrective measures put in place to comply with the Rules.

The Parties declare that they are not registered on sanctions lists, in particular the "Consolidated Travel Ban and Assets Freeze List" published by the United Nations Sanctions Committee, the "Specially Designated Nationals and Blocked Persons List" retained by the OFAC, the "Asset Freeze Target List" maintained by the UK Ministry of Finance and the consolidated list of persons and entities subject to European financial sanctions. In the event that this statement is no longer accurate for a Party, the Party undertakes to inform the other Party in writing.

In the event of non-compliance by one of the Parties with the Rules and commitments referred to above, the other Party may terminate the Contract with immediate effect, thirty (30) days from a formal notice to comply with them remained without effect, without prejudice to the damages that could be attributed to the offending Party.

### **23. Applicable laws and dispute settlement**

**23.1.** This contract is governed by the laws of the Republic of Liberia.

**23.2.** Any dispute concerning the validity, interpretation or performance of this Contract shall, where an amicable settlement cannot be reached by senior officers of both parties within sixty (60) days of one party notifying a dispute to the other, be finally resolved by a Team of three (3) arbitrators. Each Party selects one arbitrator, and the third arbitrator to be agreed upon by the Parties who shall serve as the Chief Arbitrator. The arbitration award shall be final and binding on the Parties from the day it is made and the Parties agree to be bound thereby and to act accordingly. The language to be used in the arbitration will be English. The arbitration shall take place in Monrovia, Liberia.

**23.3.** Notwithstanding the provisions of the clause 23.2, either Party may approach any court of competent jurisdiction in Liberia for orders required to enforce such arbitration proceedings or for urgent interim relief pending finalization of any dispute.

### **24. Regulatory**

Orange Money Liberia reserves the right to amend or review the terms of this Agreement from time to time particularly if Orange Money Liberia introduces new ORANGE MONEY functionalities or if it may be required by law. Such amendments or variations will be notified to you in writing and by continuing to operate as an ORANGE MONEY Cash Merchant you shall be deemed to have accepted to be bound by the amendments or variations.

### **25. Personal data protection**

- 25.1 The Parties confirm that they shall comply with all data privacy regulations and laws as may be applicable in Liberia.
- 25.2 The Parties hereby expressly acknowledge and guarantee that they will at all times maintain all technical, organizational and legal requirements in accordance with the applicable law. The Parties' obligations in relation to privacy and data protection, its security and confidentiality shall survive the termination of this Agreement.





- 25.3 The Parties commit not to use or disclose any Personal Data other than as necessary to provide the Service and to respond to a request of judicial, governmental, regulatory or other competent bodies. Said Personal Data shall not be used for any other purpose not expressly stipulated in this Agreement. In particular, the Parties shall abstain themselves from using Personal Data processed by them for commercial uses.
- 25.4 The Parties shall take necessary technical and organizational security measures aimed to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access in accordance with the applicable data protection law;
- 25.5 Each Party shall notify the other Party as soon as possible after becoming aware of any violation of Personal Data, or any breach of security resulting in accidental or illegal destruction, loss, alteration, unauthorized disclosure of Personal Data transmitted, stored or otherwise processed, or unauthorized access to such data.
- 25.6 Each Party shall at the end of the Term of the Agreement either destroy or return to the other Party the Personal Data processed under this Agreement. Neither Party shall keep any copy of the files or documents that contain Personal Data after the termination of this Agreement, unless required to do so by any applicable law or a mandatory order of a judicial, governmental, regulatory or other competent body having jurisdiction over the related Party.
- 25.7 The Parties shall ensure that all of its employees, subcontractors, agents if any are aware of and respect all the rules about data protection and confidentiality.
- 25.8 It is clearly agreed that in the event of non-compliance by one of the Parties with this article 22, the other Party may terminate at any time the Agreement with immediate effect, without prejudice to the damages that could be attributed to the offending Party.

**EXECUTION**

By executing this document the **Agent** agrees that they are affirmatively stating that they have carefully read and understood the terms and conditions set forth herein and agrees to be bound by the said terms and conditions.

Thus done and signed at Monrovia

**For and on behalf of  
Orange Money Liberia**

Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

Thus done and signed at \_\_\_\_\_

**For and on behalf of Agent**

Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_



### Appendix - Service charge and commission

<b>USD</b>		<b>CASH OUT</b>		<b>CASH IN</b>
		<b>Customer Fee</b>	<b>Agent commission</b>	<b>Agent Commission</b>
1	5	0,5	0,27	1,08%
5,01	20	0,8	0,44	0,99%
20,01	50	1,5	0,75	0,90%
50,01	100	2,5	1,25	0,72%
100,01	200	4,5	2,03	0,63%
200,01	500	6,5	2,46	0,36%
500,01	1000	11	3,77	0,36%
1000,01	2000	14	4,79	0,27%
<b>LRD</b>		<b>CASH OUT</b>		<b>CASH IN</b>
		<b>Customer Fee</b>	<b>Agent commission</b>	<b>Agent Commission</b>
120	600	60	31,5	1,08%
605	2400	95	54	0,99%
2405	6000	180	90	0,90%
6005	12000	300	148,5	0,72%
12005	24000	540	243	0,63%
24005	60000	780	297	0,36%
60005	120000	1320	450	0,36%
120005	240000	1680	576	0,27%