

MTN MoMo Agent Agreement



MoMo
from MTN

Reference No. _____

MOBILE MONEY AGENT TERMS AND CONDITIONS

These terms and conditions form the contract between:

Limited of P.O. Box _____ City/Town _____

(hereinafter Agent or You which expression shall include its successors in title and assigns) and MTN Uganda Limited of P.O. Box 24624 Kampala, Uganda (hereinafter MTN, which expression shall include its successors in title and assigns). These Terms and Conditions together with the application form and the operational guidelines (together "the Agreement") contain the complete terms and conditions that apply to the Agent's participation in MTN's mobile payment system (hereinafter Mobile Money and supersedes all other agreements entered into between the Agent and MTN in relation to the provision of Mobile Money Services. By executing this document You (also referred to as the Agent) agree that You have carefully read and understood the terms and conditions set forth herein and agree to be bound by the said terms and conditions.

1. Appointment

- 1.1 By registering as a Mobile Money Agent, and accepting the terms and conditions, you are hereby appointed as a Mobile Money Agent to market, promote and facilitate distribution of Mobile Money products and services, in the Republic of Uganda for the duration provided for herein.
- 1.2 The Agent shall sell Mobile Money products and services to customers who wish to make use of the Mobile Money products and services.

2. Definitions

- 2.1 "Authorised employee" means an employee of the Agent, trained and approved to perform the services required of the Agent in terms of this Agreement, on the Agent's behalf and for whose acts and omissions the Agent shall be wholly liable.
- 2.2 "Agent Store(s)" means the outlet(s) of the Agent situated in any place in the Republic of Uganda from which the Agent sells the Mobile Money products and/or services to the public.
- 2.3 "Business day" means any week day other than Saturdays, Sundays or public holidays.
- 2.4 "Customer" means a party to whom MTN has agreed to provide the Mobile Money products and services to, pursuant to the conclusion between MTN and such party of an End User Agreement or the purchase of Mobile Money products and/or services.
- 2.5 "End User Agreement" means an Agreement in the standard form provided from time to time by MTN recording the respective rights and obligations of MTN and its customers and, inter alia, the terms and conditions upon which Mobile Money products and/or services will be made available by MTN to its customers.
- 2.6 "Mobile Money" means the electronic money issued by MTN representing an entitlement to an equivalent amount of cash held in escrow by the Bank chosen by MTN, in respect of the purchase of such electronic value. It shall also mean the 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 transactions, verifying and confirming all transactions concluded and updating Customer Account records.
- 2.7 "Mobile Equipment" means a Mobile Phone and/or other equipment which when used together allows access to Mobile Money products and/or services.

3. Agent obligations

- 3.1 The Agent shall with effect from the Effective date:
 - 3.1.1 Sell and provide Mobile Money in accordance with the terms and conditions herein.
 - 3.1.2 Facilitate and procure the registration and conclusion of End User Agreements between MTN and Mobile Money customers.
 - 3.1.3 Sell and provide Mobile Money as provided in this Agreement.
 - 3.1.4 Distribute and sell, Mobile Money at the price stipulated by MTN from time to time.
 - 3.1.5 MTN shall have the right to claim any loss from an Agent who fails to adhere to the obligations provided herein, in accordance with Schedule 2.
 - 3.1.6 Not carry out any transactions during a notified system shut down.
 - 3.1.7 Not carry out any other transactions (outside of depositing, withdrawal and assisted payments) on behalf of the customers.

3.1.8 Conspicuously display the Agents unique identification number.

4. Undertakings by the Agent

4.1 The Agent undertakes, throughout the term of this Agreement:

- 4.1.1 To promote the supply of Mobile Money and register Mobile Money Customers through its outlets in accordance with the requirements set out by MTN, which shall include but not be limited to the Customer's name, full physical address, date of birth, gender, mobile number, source of income and any other requisite KYC documentation required by MTN, or the Regulator.
- 4.1.2 To ensure that its outlets are staffed by appropriately qualified and trained staff. The Agent shall not do, or omit to do anything which could reasonably be regarded as inconsistent with this obligation.
- 4.1.3 To sell Mobile Money to Customers upon the purchase of Mobile Money by the Customer and process the conversion of Mobile Money into cash upon demand by Customer's (whether registered for Mobile Money, or not) that have received Mobile Money from another Customer.
- 4.1.4 Not to effect any transactions that are over and above the amounts held in Escrow with MTN's chosen Bank and insufficient to meet the value of the transaction and charges applicable thereto.
- 4.1.5 Not to 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 MTN as to the format and content of such material.
- 4.1.6 To actively participate in and promote all Mobile Money special offers and packages offered by MTN from time to time.
- 4.1.7 To furnish MTN with written progress reports detailing the conduct of its activities under these terms and conditions on a quarterly basis.
- 4.1.8 To comply, at its own cost and expense, with all laws, license conditions and the requirements of any legislative body, Regulator, or government, provincial, regional, or local authority relating to any of the matters contemplated herein.
- 4.1.9 To exercise full control over and take full responsibility for its employees, their acts and omissions, including fraud, theft and acts of dishonesty. The Agent shall indemnify MTN against the acts and omissions of its employees to the fullest extent permitted by law.
- 4.1.10 To provide all necessary human and other resources required to efficiently sell, supply and/or distribute Mobile Money and to adequately fulfill its obligations provided herein.
- 4.1.11 To comply with such operational or practice manuals and quality charters with regard to Mobile Money as MTN may publish, or provide from time to time.
- 4.1.12 To reconcile all Mobile Money transactions on a daily basis and keep records of all transactions for a period of not less than ten (10) years.
- 4.1.13 Not to carry on the business of Agency Banking without the express written consent of MTN (which consent shall not be unreasonably withheld.)
- 4.1.14 Comply with all their obligations under this Agreement and accept any penalties imposed by MTN for any non-compliance/breach as stated in Schedule 2.

4.2 Any reports, details, schedules, forecasts, statistics and any other information provided by the Agent to MTN shall be verified and signed by the proprietor, Chief Executive Officer, or Director of the Agency as true and correct in all respects.

4.3 The Agent 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 herein, or otherwise on the prior written authority of MTN. In particular the Agent hereby undertakes:-

- 4.3.1 Not to negotiate, or purport to afford any Customer any incentives, discounts, leniency, extension of time, latitude, or other indulgence pertaining, or relating to the terms and conditions of End User Agreements concluded, or to be concluded between MTN and such Customer, unless MTN's prior written consent thereto has first been obtained.
- 4.3.2 To notify every Customer and potential Customer that on activation of the relevant Mobile Money Account the Customer shall be liable to effect payment to MTN of the relevant fees provided for in terms of the End User Agreement, as amended by MTN from time to time.
- 4.3.3 To notify every Customer of any terms, conditions, provisions and any other additional information which MTN may require the Agent to pass on to such Customer from time to time.

4.3.4 Not to grant any discount, or rebate pertaining to Mobile Money to any Customer nor offer such a discount, or rebate even if the Agent is prepared to do so at its own cost.

4.4 The Agent shall act, or desist from acting in any manner which MTN may require from time to time and shall make, or desist from making any representations to any Customer and/or any third parties, as required by MTN from time to time.

5. Establishment of Account and Payments

5.1 MTN shall keep and maintain written records detailing: -

5.1.1 Any amounts payable by the Agent to MTN.

5.1.2 Any incentives, or fees and/or discounts to which the Agent may be, or become entitled pursuant to the provisions of this Agreement.

5.2 Fees and Payments

5.2.1 Payment of Mobile Money fees by MTN to the Agent shall be in accordance with Schedule 1 appended hereto.

5.2.2 MTN reserves the right to vary the fees payable from time to time without prior notice to the Agent.

6. Compliance with all Laws

6.1 The Agent shall:

6.1.1 At its own cost, observe all relevant legislation and comply with any directions made by any competent regulatory authority concerning the fulfillment of its obligations in terms of the matters contemplated in this Agreement.

6.1.2 Not use, or knowingly allow others to use Mobile Money for improper, immoral, or unlawful purposes.

6.1.3 Not act, or omit to act in any way likely to injure, or damage any person, or property, or the Mobile Money system.

6.2 The Agent undertakes: -

6.2.1 To comply at its own cost with any directions issued by MTN insofar as they relate to compliance with the provision of any applicable licence, or regulatory conditions, the use, or promotion of Mobile Money, and any fraudulent transaction.

7. Duration and Termination

7.1 This Agreement shall commence on the Effective date for an initial period of one (1) year. After the initial period the Agreement shall renew automatically for additional one (1) year periods unless terminated as provided herein.

7.2 This Agreement shall commence on the Effective Date and will continue unless terminated earlier :-

7.2.1 Subject to clause 22 by a party by notice in writing to the other party where a party commits a breach of any of the terms and conditions of this Agreement and fails to remedy such breach to the satisfaction of the other party within seven (7) days of receipt of a written notice from the innocent party specifying the nature of the breach and requiring its remedy.

7.2.2 By either party, in the absence of breach, upon giving thirty (30) days' notice to the other party.

8. Disputes

If any dispute arises between the parties in connection with this Agreement, or its subject matter which cannot be resolved amicably by the parties, the parties and their legal representatives will promptly meet to resolve the matter by mediation, or conciliation, or arbitration, failing which either party may seek legal redress in the courts of law.

9. Costs

In the event of MTN instructing its attorney's to take steps to enforce any of MTN's rights in terms of this Agreement, the Agent shall pay to MTN on demand all collection charges and legal costs (on an attorney and own client scale) incurred by MTN as a result thereof, irrespective of whether, or not legal proceedings have been instituted.

10. Consequences of Termination

10.1 Termination of this Agreement, 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.

10.2 Upon termination of this Agreement for any reason whatsoever:

- 10.2.1 All amounts owing by either party to the other in terms of this Agreement shall become immediately due and payable.
- 10.2.2 The Agent shall immediately discontinue any Mobile Money transactions to Customers.
- 10.2.3 The Agent shall immediately cease to use, or display any mark, or logo, whether registered, or unregistered, which is proprietary to MTN and shall make, or cause to be made such changes to its advertising in all media, vehicles, shop frontage, the interior of its premises, stationery and the like so as to distinguish its business, to the satisfaction of MTN from one that is being carried on in association with MTN.
- 10.2.4 The Agent shall, upon MTN's request in writing, return all and/or any of the Mobile Money in its possession to MTN at the Agent's own cost, irrespective of whether these have been fully paid for or not. In this event MTN shall credit the Agent with an amount equal to the said Mobile Money. The calculation of the credit shall be effected by MTN.
- 10.2.5 The Agent shall hand over to MTN all documentation, Customer records, Customer lists retained by the Agent and its Agent stores and/or under its possession, or control whether directly, or indirectly, shop fittings and any other material of any nature whatsoever which is proprietary to MTN and in the Agent's possession, at the Agent's cost. The owner or Managing Director of the Agent shall certify in writing, immediately upon request, that it has done so and disclose the name and address of any third party of which it is aware that has such records and information in its possession and from whom it has not been retrieved and shall provide MTN with co-operation in recovering such records and information to the extent requested to do so.
- 10.2.6 The Agent shall, cease to qualify for any fees and any other amounts to which it would otherwise have been entitled.

10.3 The provisions of this clause shall survive any termination of this Agreement.

11. 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 reasonably and practicably avoid in the ordinary conduct of its business.

12. Tax

All fees referred to in this Agreement are subject to withholding tax and any other taxes where applicable.

13. Liability and Indemnity

13.1 MTN shall not be liable for any loss, claim, action, expense, damage, or injury suffered, or sustained by the Agent whatsoever and howsoever arising, pursuant to entering into this Agreement, or as a result of its possession of, or onward supply to any Customer, of Mobile Money, 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 Agent, howsoever arising.

13.2 Save to the extent expressly provided in this Agreement, MTN makes no warranties, or representations whatsoever in respect of the Mobile Money supplied by it to the Agent in terms of this Agreement. All other statutory, express, implied, or tacit terms and conditions, or warranties are excluded.

13.3 The Agent hereby indemnifies and holds MTN harmless from and against any loss, damages, action, claims and expenses suffered, or sustained by MTN including but not limited to the following: -

- 13.3.1 If the identity of a Customer, or the authority of a person representing a Customer in its conclusion of an End User Agreement with MTN, transpires to be false, or invalid and/or for any transaction fraudulently perpetrated by a Customer, with or without the aid of Agent employees or any other third party.
- 13.3.2 For any fraudulent transaction carried out at the Agent Premises, or any other Mobile Money outlet under the Agent's jurisdiction.

13.4 This Agreement shall terminate forthwith upon the termination or cancellation for any reason of the MTN Operator license and the Agent 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.

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

14. Confidentiality and Disclosure

14.1 All business, customer, commercial, scientific, or technical information as well as any price list whether current or

not, received by, or made available to the Agent pursuant to the fulfillment by the Agent of its obligations under this Agreement, shall be regarded by the Agent 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.

14.2 The provisions of this clause shall survive any termination of this Agreement.

14.3 MTN may, however disclose all of the information collected from Agents or former Agents to its affiliates or to companies that perform agent management services on its behalf. The contracts entered for this purpose require these service providers, companies and/or financial institutions to protect the confidentiality of your information to the same extent that MTN must do.

15. Marks and Logos

The Agent is hereby authorized to use and display marks and logos whether registered or unregistered, which are proprietary to MTN, or which MTN is authorized to use but which are not proprietary to MTN during the term of this Agreement, solely in accordance with the prior written instructions and directions of MTN.

16. Inspection of Premises

MTN reserves the right to inspect, without prior notice, the Agent's premises during normal working hours. Such inspection shall be carried out by MTN with the minimum of interference to the normal business activities of the Agent. If as a result of such inspection the Agent is found, in MTN's opinion, to be conducting its business in any way that falls below the standard required in terms of this Agreement, or the standards reasonably required of a Agent and/or that any equipment, fixtures, fittings and advertising billboards are not in good order and condition, the Agent shall be in breach of this Agreement and in addition to MTN's other rights in terms of this Agreement and in law, MTN shall be entitled to terminate this Agreement immediately and immediately remove any equipment, fixtures, fittings and advertising billboards from the Agents store.

17. Miscellaneous Matters

17.1 Address:

17.1.1 Any written notice in connection with this Agreement may be addressed:

17.1.1.1 In the case of MTN to:

Address: MTN Uganda Limited
MTN Head Quarters
Plot 69 - 71 Jinja Road
Kampala, Uganda
Telephone: 031 212 0 333

It shall be marked for the attention of the General Manager Mobile Financial Services.

17.1.1.2 In the case of the Agent to:

Address : The Address indicated on page 1.

18. Alterations

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

19. Entire Agreement

This document 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.

20. No Indulgences

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

21. Law to Apply

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

22. Cession, Delegation and sub-licensing

- 22.1 The Agent shall not, without the consent of MTN, be entitled to cede, delegate or sub-license/rent/lease 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 Agent hereby expressly consents to any such cession and/or delegation of rights and/or obligations by MTN.
- 22.2 The parties acknowledge that due to regulatory compliance requirements, where MTN discovers that the Agent has transferred ownership of its Agent lines (formally or informally) to a third party without MTN's Consent, MTN shall be entitled to terminate the Agent's Contract with immediate effect without further notice.

23. 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.

24. Set-Off

The Agent shall not be entitled to set off any amounts which may be owing to the Agent by MTN from whatsoever cause arising, against any amounts owing by the Agent to

25. MTN. Privacy Policy

- 25.1 MTN recognizes the importance of protecting the privacy of all information provided by the Agent.
- 25.2 MTN collects personally identifiable information that we use to profile Mobile Money Agents and administer accounts, update MOBILE MONEY databases, and provide User support.
- 25.3 Save as provided hereunder, MTN does not share your personal information with unauthorized persons and adequate safeguards have been put in place to prevent unauthorized access and to ensure confidentiality of your personal information.
- 25.4 You acknowledge that by accepting to become an Agent, some of your personal information will be passed on to any third party involved in the operation of the service including without limitation, Platform providers Ericsson AB (as vendors of the MOBILE MONEY transfer technology platform). You hereby authorize MTN to share with, provide or disclose to third parties with which you have separately contracted or with which you intend to contract (and have informed MTN of this intention in writing or electronically through the MOBILE MONEY System or any other platform), your personal information including any Transaction data, information pertaining to you or your MOBILE MONEY Agent Account, provided that the authority given to MTN to disclose information to such third parties (not being a law enforcement, investigative or regulatory authority) pursuant to this clause may be withdrawn at any time.
- 25.5 You acknowledge that MTN may verify your identity information through publicly available and/or restricted government databases in order to comply with regulatory requirements.
- 25.6 You accept that MTN shall have the right to monitor your account usage and may disclose personal information to local law enforcement or investigative agencies or any competent regulatory or governmental agencies to assist in the prevention, detection or prosecution of money laundering activities, fraud or other criminal activities;
- 25.7 MTN employees who handle personal information are under an obligation to treat it confidentially and may not disclose it to unauthorized third parties. MTN employees are also responsible for the internal security of the information. Employees who violate MTN's privacy policies are subject to a range of disciplinary actions.
- 26 Anti-Money Laundering / Counter Terrorism Financing: The Agent shall, and shall ensure that its personnel, handlers etc shall, comply with all applicable anti-money laundering ("AML") and counter terrorist financing ("CTF") Laws, and has established an anti-money laundering and counter terrorist financing compliance program including appropriate processes, procedures and controls reasonably designed to prevent money laundering and terrorist financing. This program shall include processes to mitigate the risk of conducting business with or on behalf of Sanctioned Person(s).

27 Amendment

MTN reserves the right to amend this Agreement and post the amendments at www.mtn.co.ug and/or all the MTN Service Centers for the Agents notice, or such other medium as MTN deems fit. The amendments to the terms and conditions will be deemed to be accepted unless the Agent notifies MTN in writing of its intention to terminate the appointment as Agent following notice of the amendment. The Agent will be required to send its termination to MTN within one (1) month of viewing the notice of the amendment.

I/We _____ (Limited)

Hereby confirm that I/we have read the terms of these Mobile Money Agent Terms and Conditions and I/we hereby agree to be bound by them.

Signed by (Full Name): _____

Designation: _____

Signature: _____

Duly authorized for and on behalf of _____

In the presence of:

Name: _____

Address: _____

Signature: _____

MTN MoMo Agent Commission Structure.

Range (UGX)	Deposit (UGX)	Withdraw (UGX)	Pay Bills for Customer (e.g. MTN bundles, Umeme, Yaka, NWSC, Pay TV & School Fees)	Selling Airtime
500 – 2,500	5% of amount	100	35	4% of amount
2,501 – 5,000	125	125	100	4% of amount
5,001 – 15,000	175	200	200	4% of amount
15,001 – 30,000	225	275	220	4% of amount
30,001 – 45,000	275	375	250	4% of amount
45,001 – 60,000	325	475	285	4% of amount
60,001 – 125,000	400	625	440	4% of amount
125,001 – 250,000	500	1,050	520	4% of amount
250,001 – 500,000	950	2,100	1,000	4% of amount
500,001 – 1,000,000	1,600	4,000	2,000	4% of amount
1,000,001 – 2,000,000	3,000	4,500	4,000	4% of amount
2,000,001 – 4,000,000	3,500	5,000	8,000	4% of amount
4,000,001 – 7,000,000	4,000	5,500	12,000	4% of amount

Visit mtn.co.ug/how-to/agent-commissions



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from MTN

Offenses and Penalties

SN	Offenses	Penalties (1-1 st incident; 11-2 nd incident; 111- incident identified.)
1.	Multiple Deposits and Direct deposits (Over the counter) by Agents. Multiple Deposits; 1.1 Breaking down / splitting of deposits by Agent to earn more commission.	I. No earning of commission real time II. Claw back of that month's commission earned. III. Suspension of agency contract at discretion of the MTN (blocking the agent from performing transactions) IV. Termination of agency contract
	Direct deposits (Over the Counter): 1.2 Agent facilitating excessive customer direct deposits to avoid person to person (P2P) charges or because a customer is not registered	I. No earning of commission in real time II. Claw back of that month's commission earned.
2.	Fraud by Agents: 2.1 Agent giving customer less money is due to them	I. Warning letter from MTN, immediate reimbursement of customer funds. II. Last warning from MTN III. Termination of agency
	2.2 Agent withdrawing float from a customer without their consent	I. Warning letter from MTN, immediate reimbursement of customer funds. II. Last warning from MTN III. Termination of agency
	2.3 Fraudulent SIM Swap and PIN reset by Agent to defraud customers.	I. Warning letter from MTN, II. Last warning from MTN III. Termination of agency
	2.4 Agents levying charges to the customers outside the MTN approved tariff	I. Warning letter from MTN, immediate reimbursement of customer funds. II. Last warning from MTN III. Termination of agency
3.	Customer SIM registration: 3.1 Agents charging customers for registrations	I. Warning letter from MTN, immediate reimbursement of customer funds. II. Last warning from MTN III. Termination of agency
	3.2 False registration by agents to earn undeserving commission	I. Warning letter from MTN, II. Claw back of that month's commission III. Termination of agency
	3.3 Failure by Agent to comply with customer registration process by accepting incomplete, unsigned forms from customers during registration.	I. Warning letter from MTN, II. Claw back of that month's commission earned/ no real time commission III. Termination of agency
	3.4 Agent charging customers in excess of MTN recommended stipulated price for SIM card/ Swap/PIN reset.	I. Warning letter from MTN, II. Claw back of that month's commission III. Termination of agency

Offenses and Penalties

SN	Offenses	Penalties (1-1 st incident; 11-2 nd incident; 111- incident identified.)
4.	<p>Agent's failure to comply with the float management requirements (both cash and e float)</p> <p>4.1 Agents must adhere to the minimum e-float and cash of Ugx 100,000 (i.e. for each separately) at all times of operation or as defined by MTN from time to time – the same applies for transaction values.</p>	<ul style="list-style-type: none"> I. Agent is engaged/visited II. Warning letter from MTN III. Suspension of agency contract at discretion of the MTN (blocking the agent from performing transactions) IV. Termination of agency
5.	<p>Failure by Agent to conform to KYC regulations and requirements:</p> <p>5.1 Agent transacting without seeing customer identity documents</p>	<ul style="list-style-type: none"> I. Agent is engaged/visited II. Warning letter from MTN III. Termination of Agency
	<p>5.2 Agent signing transaction books on behalf of customers resulting into filling inaccurate information</p> <p>5.3 Agent not recording transaction, or having incomplete details e.g. no customer signature</p>	<ul style="list-style-type: none"> I. Agent is engaged/visited II. Warning letter from MTN III. Termination of Agency <ul style="list-style-type: none"> I. Agent is engaged/visited II. Warning letter from MTN III. Termination of Agency
6.	<p>Relocation of Agency without notification from MTN Uganda:</p> <p>[NOTE: Changing business location by an agent must only be done with MTN's consent / approval.]</p>	<p>Failure to comply:</p> <ul style="list-style-type: none"> I. Agent will be given 7 days termination notice. II. Suspension of agency contract at discretion of the MTN (blocking the agent from performing transactions) III. Termination of agency contract takes effect thereafter
7.	<p>Agents shall not cede, or sublicense/rent/sell/lease all or any of its right and obligations under this Agreement without the consent of MTN</p>	<p>Failure to comply:</p> <ul style="list-style-type: none"> I. Agent contract will be terminated with immediate effect without further notice to the Agent.
8.	<p>Agents shall display their unique Agent identification numbers at all times of operation</p>	<p>Warning letter from MTN</p> <ul style="list-style-type: none"> I. Suspend for 2 weeks, and request Agent to tender an apology letter before reconnection. II. If not implemented within 15 days from reconnection III. Agency termination

Mobile Money Account Details

1. SERVICE REQUESTED FOR:

Bulk payments / SIM Card Collections: _____
provide collection code

Others: _____

Fields below are mandatory (Agency details)

Company Name

Company Tin Number
(please attach a copy of your Tin Certificate)

Company Director 1 /
Authorized Signatory (Full names)

City of birth **Date of Birth** (dd/mm/yr)
(Company Director 1)

Company Director 2
Authorized Signatory (Full names)

City of birth **Date of Birth** (dd/mm/yr)
(Company Director 2)

ID Type: National ID Passport
(Company Director 1) (Please present either your visa or work permit in addition to your passport.) Refugee ID

ID number: _____

ID Type: National ID Passport
(Company Director 2) (Please present either your visa or work permit in addition to your passport.) Refugee ID

ID number: _____

CONTACT NUMBER
(Company Director 1)

Email Address (Company Director 1):

CONTACT NUMBER
(Company Director 2)

Email Address (Company Director 2):

Declaration:

This is applicable if, service requested for is Collections. (provide a Mobile Money Number/Line that will be attached to the collection accounts/code.(Viewing of transaction statements/transaction reports on the collection account.

No.	Mobile Number/Line (Not registered on Mobile Money)	Collection code
1		
2		
3		
4		
5		
6		

Declaration:

I/We the undersigned on behalf of the above named/specified business entity do declare, affirm and confirm that the information and supporting documents supplied are correct and true to the best of my/our knowledge. I/We affirm my/our knowledge that it is criminal and civil offence to supply false information under the laws of Uganda and future undertake to indemnify MTN Uganda against any loss, liability, claim, damage or injury suffered whatsoever and howsoever pursuant to information given on this form and supporting documents supplied.

DIRECTOR/AUTHORIZED SIGNATORY(1)

(Name) _____

(Date) _____

(Signature) _____

DIRECTOR/AUTHORIZED SIGNATORY(2)

(Name) _____

(Date) _____

(Signature) _____

For MTN internal use**Recruited by (MTN Sales Staff)**

(Name) _____

(Signature) _____

Account Manager

(Date) _____

(Contact) _____

Type of Mobile Money Agent (tick where applicable):
 Independent
 Aggregated

a) Territory _____

a) District _____

b) Subcounty _____

b) Region _____

Database Controller

KYC Compliance confirmation for the above named business entity(select where applicable)

 KYC Compliance
 Non KYC Compliant

(Name) _____

(Date) _____

(Signature) _____



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