

BULK PAYMENT APPLICATION FORM

PART A

PLEASE USE BLOCK LETTERS TO COMPLETE THE APPLICATION

PART B

COMPANY DETAILS

Name of the Entity _____

Reg. Number: _____

Date and Place of Incorporation: _____

Registered Office Address: _____

Company Email: _____

Type Of Entity: *(Please circle the correct one)* Sole Proprietor Public Company Private Company

Government Ministry NGO/NPO SACCOS Parastatal Others

Part C

SHAREHOLDERS DETAILS *(if Entity is a company)*

DIRECTORS FULL NAMES	SHAREHOLDING %	ID NUMBER/REG NO	NAT

Signature of the Person Completing the Form, Date and Printed Name

MANAGEMENT (Signed by MD/Owner/Principal Officer)

Date:

The Sales Manager
Chaperone Limited
Shop No 4 LNDC Block A
LNDC Development House
Kingsway
Maseru

Dear Sir/Madam

The Management of _____ have resolved to open a C-Pay Bulk Payment Account with Chaperone Limited.

The Management has appointed the following persons as Focal Person, Key Authorizer and Key Operator:

Focal Person for Bulk Payment Account

Name _____
Tel _____
Email _____
Mobile Number _____

Key Authorizer for Bulk Payment Account

Name _____
Email _____
Mobile Number _____
ID Number _____

Key Operator Person for Bulk Payment Account

Name _____
Email _____
Mobile Number _____
ID Number _____

(Signature by \geq 60% of Directors if \bar{O})

1. Signature:

Printed Name

Title:

2. Signature:

Printed Name

Title:

3. Signature:

Printed Name

Title:

COMPANY STAMP WITH DATE



EVERYDAY PLATFORMS

C-PAY MOBILE MONEY BULK PAYMENT AGREEMENT BETWEEN CHAPERONE LIMITED REGISTRATION NUMBER 57945 REPRESENTED BY MOHAU MOCHEBELE IN HIS CAPACITY AS MANAGING DIRECTOR (HEREINAFTER REFERRED TO AS "CHAPERONE" OR "HEREINAFTER REFERRED TO AS "BULK PAYER") ACCEPTANCE OF SERVICE

BY REGISTERING FOR CHAPERONE C-PAY MOBILE MONEY BULK PAYMENT SERVICES AND ACCEPTING THE TERMS AND CONDITIONS, YOU HEREBY AUTHORISE CHAPERONE/LESOTHO CHAPERONE TO PERFORM ITS DUTIES AND OBLIGATIONS AS WELL AS AFFIRM YOUR ACCEPTANCE OF THE SERVICE AND ITS TERMS AND CONDITIONS

INTRODUCTION

MOBILE MONEY BULK PAYMENTS HAVE BEEN DEVELOPED FOR THE PURPOSE OF PROVIDING CONVENIENCE AND LESS BURDENSOME REGULAR TRANSACTIONS INVOLVING HUGE VOLUMES OF MONEY. CHAPERONE HAS THIS SETUP A BULK PAYMENT SYSTEM OR SERVICE THAT ENABLES CLIENTS TO MAKE REGULAR BULK PAYMENTS TO VARIOUS BENEFICIARIES. THEREFORE, THIS AGREEMENT GOVERNS THE RELATIONSHIP BETWEEN CHAPERONE AND ITS BULK PAYMENT CLIENTS HEREINAFTER REFERRED TO AS "BULK PAYER(S)".

ACCEPTANCE OF SERVICE

BY REGISTERING FOR CHAPERONE C-PAY MOBILE MONEY BULK PAYMENT SERVICES AND ACCEPTING THE TERMS AND CONDITIONS, YOU HEREBY AUTHORISE CHAPERONE LIMITED TO PERFORM ITS DUTIES AND OBLIGATIONS AS WELL AS AFFIRM YOUR ACCEPTANCE OF THE SERVICE AND ITS TERMS AND CONDITIONS.

DEFINITIONS

IN THE AGREEMENT, THE FOLLOWING TERMS SHALL HAVE THE FOLLOWING MEANINGS;

11 "AGENT" MEANS ANY PERSON AUTHORIZED BY CHAPERONE TO PROVIDE C-PAY MOBILE MONEY AGENT SERVICES SPECIFIED HEREIN.

12 "BULK PAYER" MEANS CHAPERONE BULK PAYER AS THE CONTRACT SPECIFIES ON FIRST PAGE.

13 "C-PAY" MEANS MOBILE MONEY PLATFORM.

14 "DATA OR INFORMATION" MEANS INFORMATION INCLUDING THAT COMPRISED IN OR DERIVED FROM DATA DISKS, TAPES, MANUALS, SOURCE CODES, FLOW CHARTS, CATALOGUES, AND INSTRUCTIONS) RELATING TO THE RESPECTIVE BUSINESSES OF THE PARTIES AND ALL KNOW-HOW AND CONFIDENTIAL INFORMATION SO OWNED AND USED.

15 "E-MONEY ACCOUNT" MEANS A C-PAY CUSTOMER'S MOBILE MONEY ACCOUNT BEING THE RECORD MAINTAINED BY C-PAY ON THE MOBILE MONEY SYSTEM OF THE AMOUNT OF E-MONEY HELD BY SUCH CUSTOMER.

16 "E-MONEY" MEANS THE ELECTRONIC VALUE RECORDED IN AN E-MONEY ACCOUNT, SUCH ELECTRONIC VALUE REPRESENTING THAT E-MONEY ACCOUNT HOLDER'S ENTITLEMENT TO AN EQUIVALENT AMOUNT OF THE REAL MONEY.

17 "EFFECTIVE DATE" MEANS THE DATE OF EXECUTION OF THIS AGREEMENT BY THE PARTY THAT IS SIGNING.

18 "FORCE MAJEURE" IN RELATION TO EITHER CHAPERONE OR THE BULK PAYER, MEANS ANY CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY INCLUDING BUT NOT LIMITED TO, ANY STRIKE, LOCK OUT, OR LABOUR DISPUTE, EMBARGOS, ACTS OF GOD, INABILITY TO OBTAIN LABOUR OR MATERIALS OR REASONABLE SUBSTITUTES FOR LABOUR GOVERNMENTAL RESTRICTIONS, GOVERNMENTAL REGULATIONS, GOVERNMENTAL CONTROLS, JUDICIAL ORDERS, LICENSES, AUTHORISATION, ENEMY OF HOSTILE GOVERNMENT ACTION, CIVIL COMOTION, FIRE OR OTHER CASUALTY OR OTHER CAUSES EXCEPT FINANCIAL.

19 "FOCAL PERSON" THE BULK PAYER'S EMPLOYEE AND/OR AGENT WHO IS IDENTIFIED BY THE BULK PAYER AS RESPONSIBLE TO ATTEND TO ALL MATTERS REGARDING THE BULK PAY PROCESS AND/OR CONTRACT AND/OR AND COMMUNICATION WITH CHAPERONE.

20 "INTELLECTUAL PROPERTY RIGHTS" MEANS ALL INDUSTRIAL OR INTELLECTUAL PROPERTY RIGHTS OF THE BULK PAYER OR CHAPERONE (AS THE CONTEXT PROVIDES) WHETHER REGISTERED OR UNREGISTERED INCLUDING WITHOUT LIMITATION, PATENTS, TRADEMARKS AND SERVICE MARKS, WHETHER REGISTERED OR UNREGISTERED, REGISTERED DESIGNS OR UNREGISTERED COPYRIGHTS, DESIGNS AND COMPUTER SOFTWARE OWNED BY THE BULK PAYER OR CHAPERONE (AS THE CONTEXT PROVIDES) AND USED IN OR FOR THE PURPOSES OF THEIR RESPECTIVE BUSINESSES AND ALL KNOW-HOW AND CONFIDENTIAL INFORMATION SO OWNED AND USED.

21 "MOBILE MONEY SERVICES" MEANS THE SERVICES PROVIDED BY CHAPERONE'S C-PAY FOR THE TRANSFER OF E-MONEY AMOUNTS ON THE BASIS OF INSTRUCTIONS GIVEN BY SMS THROUGH LESOTHO'S LOCAL GSM NETWORKS. THIS MOBILE MONEY SYSTEM INCLUDES THE RECORDING AND CONFIRMATION OF ALL SUCH TRANSACTIONS CONCLUDED AND UPDATING E-MONEY ACCOUNT RECORDS.

22 "MOBILE MONEY SYSTEM" OR "MOBILE MONEY" MEANS THE SYSTEM OPERATED BY CHAPERONE PROVIDING THE MOBILE MONEY SERVICES THROUGH "MOBILE MONEY AGENT SERVICES" MEANS THE SERVICES AND FUNCTIONS AS ARE FROM TIME TO TIME UNDERTAKEN BY AGENTS IN CONNECTION WITH CHAPERONE MOBILE MONEY SERVICES/C-PAY.

23 "MSISDN" MEANS THE MOBILE SUBSCRIBER INTEGRATED SERVICES DIGITAL NETWORK NUMBER ISSUED TO A MOBILE NETWORKS SUBSCRIBER WITH THE SIM CARD BY LESOTHO GSM NETWORKS.

24 "CHAPERONE TRUST ACCOUNT" MEANS A BANK ACCOUNT HELD BY CHAPERONE FOR THE EXPRESS REASON OF HANDLING MOBILE MONEY FLOAT AND IS SEPARATE FROM E-MONEY ACCOUNT.

25 "C-PAY CUSTOMER" OR "E-MONEY ACCOUNT HOLDER" MEANS A PERSON WHO HAS SUCCESSFULLY REGISTERED FOR THE MOBILE MONEY SERVICE AND IN WHOSE NAME AN E-MONEY ACCOUNT HAS BEEN OPENED.

26 "C-PAY E-MONEY ACCOUNT" MEANS THE E-MONEY ACCOUNT OPENED IN THE NAME OF AND HELD BY C-PAY.

27 "C-PAY FEE" MEANS A TARIFF OR C-PAY CHARGE PAYABLE BY A C-PAY CUSTOMER FOR THE PURPOSE OF CARRYING OUT ANY TRANSACTIONS.

28 "LESOTHO LOCAL MOBILE GSM NETWORKS" MEANS THE GSM SYSTEM FOR MOBILE TELECOMMUNICATIONS OPERATED BY LESOTHO LICENSED MOBILE NETWORK OPERATORS IN LESOTHO.

29 "PIN" MEANS THE 4-DIGIT PERSONAL IDENTIFICATION NUMBER THAT A CUSTOMER USES IN CONNECTION WITH THE MOBILE MONEY SERVICE.

30 "REAL MONEY" MEANS LESOTHO LOTI (L) BEING THE LAWFUL CURRENCY OF THE KINGDOM OF LESOTHO.

31 "REGISTRATION FORMS" MEANS THE STRUCTURED REGISTRATION FORMS TO BE COMPLETED BY APPLICANTS FOR THE MOBILE MONEY SERVICES AND AN E-MONEY ACCOUNT SETTING OUT THE REGISTRATION PARTICULARS REQUIRED AND PURSUANT TO THE TERMS AND CONDITIONS IN RESPECT OF USE OF MOBILE MONEY SERVICE ACCEPTED BY THE CUSTOMER.

32 "SIM CARD" MEANS THE SUBSCRIBER IDENTITY MODULE WHICH WHEN USED WITH THE APPROPRIATE MOBILE PHONE EQUIPMENT ENABLES THE C-PAY CUSTOMER TO USE THE MOBILE MONEY SERVICES.

33 "SMS" MEANS THE SHORT MESSAGE SERVICE CONSTITUTING OF A TEXT MESSAGE TRANSMITTED FROM ONE MSISDN TO ANOTHER.

34 "LESOTHO LOCAL MOBILE NETWORK OPERATORS" MEANS MOBILE TELECOMMUNICATIONS SERVICE PROVIDERS DULY LICENSED IN TERMS OF THE LAWS OF LESOTHO.

35 "TRANSACTIONS" MEANS TRANSACTIONS INITIATED BY CUSTOMERS VIA SMS THROUGH C-PAY.

DURATION OF AGREEMENT

THIS AGREEMENT SHALL COMMENCE FROM DATE OF SIGNATURE BY THE PARTY LAST IN SIGNING OR THE DATE OF COMMENCEMENT OF PROVISION OF SERVICES (IF THE EFFECTIVE DATE) AND SHALL REMAIN IN FORCE FOR A PERIOD OF THREE (3) YEARS, UNLESS EARLIER TERMINATED IN ACCORDANCE WITH THE PROVISIONS OF CLAUSE 15 HEREAFTER. THE AGREEMENT IS AUTOMATICALLY RENEWABLE UPON EXPIRATION OF THE THREE (3) YEAR TERM, UNLESS ONE OR BOTH OF THE PARTIES TERMINATES IT PREMATURELY.

INTEGRATION AND OPERATION OF THE BULK PAY WEB-PORTAL

3.1 INTEGRATION

UPON EXECUTION OF THIS AGREEMENT, CHAPERONE AND THE BULK PAYER SHALL USE THEIR BEST ENDEAVOURS TO INTEGRATE THEIR INDEPENDENT NETWORKS TO FACILITATE THE TRANSACTIONS. THIS INTEGRATED NETWORK IS HEREIN REFERRED TO AS THE "BULK PAY WEB PORTAL".

3.2 OPERATIONAL WARRANTIES

3.2.1 THE BULK PAYER ACKNOWLEDGES THAT THE SERVICE IS NOT FAULT FREE AND THAT THE QUALITY AND AVAILABILITY OF THE SERVICE MAY BE AFFECTED BY FACTORS OUTSIDE CHAPERONE'S CONTROL SUCH AS LOCAL GEOGRAPHIC AND PHYSICAL OBSTRUCTIONS, ATMOSPHERIC IC CONDITIONS AND OTHER CAUSE OF RADIO INTERFERENCE AS WELL AS FAULTS IN OTHER TELECOMMUNICATIONS NETWORKS IN WHICH THE NETWORK IS CONNECTED OR DEPENDENT.

3.2.2 CHAPERONE UNDERTAKES TO ACT PROMPTLY ON ANY INTERFERENCES THAT MAY OCCUR AS A RESULT OF NETWORK OR SERVICE UPGRADES, MODIFICATION, MAINTENANCE OR OTHER WORK THAT MAY CAUSE THE SERVICE TO BE WHOLLY OR PARTIALLY UNAVAILABLE.

3.2.3 CHAPERONE FURTHER WARRANTS THAT ANY FUNCTIONAL, OPERATIONAL AND/OR TECHNICAL PROBLEMS THAT MAY OCCUR SHALL BE INVESTIGATED AND RECTIFIED. CHAPERONE UNDERTAKES THAT PROPER WORKING CONDITIONS SHALL BE RESTORED WITHIN THE SHORTEST TIME POSSIBLE IN THOSE CIRCUMSTANCES.

4. TRANSACTION PROCEDURE

4.1 THE BULK PAYER WILL USE THE CHAPERONE MOBILE MONEY SERVICE TO CONDUCT BULK TRANSFER OF FUNDS TO REGISTERED C-PAY NUMBERS AS PER STANDARD OPERATING PROCEDURE DETAILED IN ANNEXURE 1 HEREAFTER.

4.2 IN ORDER TO HAVE MOBILE MONEY FUNDS FOR THE BULK TRANSFERS, THE BULK PAYER WILL DEPOSIT CASH OR TRANSFER FUNDS VIA EFT INTO A DESIGNATED CHAPERONE TRUST ACCOUNT.

4.3 THE PARTIES MAY, BY AGREEMENT EVIDENCED IN WRITING, AMEND THE PROVISIONS OF THE TRANSACTION MANUAL FROM TIME TO TIME.

4.4 EACH TRANSACTION SHALL BE SUBJECT TO THE MAXIMUM FINANCIAL LIMIT AS DETERMINED BY THE CENTRAL BANK OF LESOTHO.

5. TRANSACTIONAL WARRANTIES AND EXTENT OF LIABILITY

CHAPERONE WARRANTS THAT THE DATA POSTED THROUGH THE SYSTEM IS PRECISE AND ALWAYS UPDATED. HOWEVER, CHAPERONE WILL NOT BE LIABLE TO THE BULK PAYER FOR ANY LOSS THAT THE BULK PAYER OR ITS CLIENTS MAY ENDURE IF SUCH DATA MIGHT BE ALTERED BY THE BULK PAYER'S STAFF OR SUCH THIRD PARTIES WHO MAY ACQUIRE UNAPPROVED ACCESS THERETO OR FOR INACCURATE DATA GIVEN BY THE CLIENT, CHAPERONE WILL ONLY BE LIABLE FOR ANY LOSS THAT WOULD EMERGE FROM CHAPERONE'S STAFF INTERFERING WITH SUCH DATA OR ACQUIRING UNAPPROVED ACCESS THERETO.

6. THE PARTIES' OBLIGATIONS

TO EFFECTIVELY EXECUTE THIS AGREEMENT, THE PARTIES HEREBY UNDERSTAND THEIR OBLIGATIONS AND PERFORMANCE EXPECTATIONS. THE PARTIES AGREE THAT EACH OBLIGATION UNDER THIS AGREEMENT SHALL BE DEEMED TO INCLUDE AN UNDERTAKING BY EACH PARTY TO CAUSE ITS AFFILIATES TO ABIDE BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

6.1 CHAPERONE UNDERTAKES TO EDUCATE THE BULK PAYER ABOUT THE BULK PAYMENT PROCESS AS PROVIDED HEREIN AND TO INFORM THE BULK PAYER ABOUT ANY CHANGES THAT MAY ARISE IN THE PROCESS.

6.2 IN ADDITION, AND WITHOUT PREJUDICE TO THE AGREEMENTS, COVENANTS, REPRESENTATIONS AND RIGHTS COVERED IN THE AGREEMENT, CHAPERONE HEREBY AGREES AS FOLLOWS:

6.2.1 TO PROVIDE THE BULK PAYMENT AND MOBILE MONEY SERVICES IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT;

6.2.2 TO NOTIFY THE BULK PAYER OF EVENTS THAT COULD HAVE A MATERIAL ADVERSE EFFECT ON CHAPERONE'S BUSINESS AND ITS ABILITY TO PERFORM ITS OBLIGATIONS HEREAFTER, WITHIN SEVEN (7) CALENDAR DAYS OF THE OCCURRENCE OF SUCH EVENT OR CIRCUMSTANCE;

6.2.3 TO ENSURE A SMOOTH AND CO-OPERATIVE RELATIONSHIP WITH THE BULK PAYER DURING THE TERM OF THIS AGREEMENT. CHAPERONE SHALL, UPON REQUEST AND WITHIN A REASONABLE TIME, PROVIDE ANY INFORMATION AND DOCUMENTATION IN ITS POSSESSION RELATING TO THE BULK PAYER'S CUSTOMERS FOR DUE DILIGENCE AND LEGAL COMPLIANCE PURPOSES.

6.2.4 CHAPERONE SHALL ENSURE COMPLIANCE WITH RELEVANT LOCAL LEGISLATION AND REGULATIONS GOVERNING ITS FIELD OF BUSINESS, OWNERSHIP OF ASSETS, AS WELL AS THE APPLICABLE ANTI-MONEY LAUNDERING (AML) AND ANTI-TERRORIST FINANCING LAWS.

6.2.5 TO OBTAIN AND TO MAINTAIN ALL NECESSARY LICENSES AND PERMITS MATERIAL TO AND NECESSARY IN THE CONDUCT OF ITS BUSINESS.

6.2.6 TO TIMEOUSLY NOTIFY THE BULK PAYER BY EMAIL (OR OTHER CONVENIENT MEANS OF COMMUNICATION) IN THE EVENT THAT THE MOBILE MONEY SYSTEM IS EXPERIENCING PROBLEMS. THE BULK PAYER SHALL BE EXPECTED TO FURNISH THE NAME OF THE DESIGNATED OFFICER ("FOCAL PERSON") WHO SHALL RECEIVE ALL NOTIFICATIONS ON BEHALF OF THE COMPANY.

7. THE CLIENTS/BULK PAYER'S OBLIGATIONS

7.1 IN ADDITION, AND WITHOUT PREJUDICE TO THE AGREEMENTS, COVENANTS, REPRESENTATIONS AND RIGHTS COVERED IN THE AGREEMENT, THE BULK PAYER HEREBY AGREES AS FOLLOWS:

7.1.1 TO NOTIFY CHAPERONE OF EVENTS THAT COULD HAVE A MATERIAL ADVERSE EFFECT ON THE BULK PAYER'S BUSINESS AND ITS ABILITY TO PERFORM ITS OBLIGATIONS HEREAFTER, WITHIN SEVEN (7) CALENDAR DAYS OF THE OCCURRENCE OF SUCH EVENT OR CIRCUMSTANCE.

7.1.1 TO ENSURE A SMOOTH AND CO-OPERATIVE RELATIONSHIP WITH CHAPERONE DURING THE TERM OF THIS AGREEMENT. THE BULK PAYER SHALL, UPON REQUEST AND WITHIN A REASONABLE TIME, PROVIDE ANY INFORMATION AND DOCUMENTATION IN ITS POSSESSION RELATING TO CHAPERONE FOR DUE DILIGENCE AND LEGAL COMPLIANCE PURPOSES.

7.1.2 TO COMPLY WITH ALL LAWFUL INSTRUCTIONS ISSUED BY CHAPERONE WITH RESPECT TO THE OPERATIONS OF BULK PAY PORTAL.

8. TARIFFS AND COMMISSIONS

8.1 THE TARIFFS AND COMMISSIONS PAYABLE UNDER THIS AGREEMENT SHALL BE DETAILED IN SCHEDULE 1 OF THIS AGREEMENT.

8.2 CHAPERONE RETAINS THE RIGHT TO VARY THE TARIFF AND COMMISSIONS IN SCHEDULE 1 FROM TIME TO TIME AND COMMUNICATE THE CHANGES TO THE BULK PAYER AT LEAST ONE (1) MONTH PRIOR TO THE EFFECTIVE DATE OF THE NEW TARIFF.

9. CONFIDENTIALITY

THE PARTIES AGREE THAT THEY SHALL MAINTAIN CONFIDENTIALITY OF THE CONTENTS HEREIN DURING AND AFTER THE SUBSISTENCE OF THIS AGREEMENT, AND SHALL NOT DISCLOSE (WITHOUT THE OTHER PARTY'S CONSENT) ANYTHING CONTAINED IN THIS AGREEMENT.

10. INTELLECTUAL PROPERTY RIGHTS

ALL RIGHT, TITLE AND INTEREST IN THE BULK PAY PORTAL, INCLUDING TECHNOLOGY AND TRADE SECRETS EMBODIED THEREIN AND ANY CONTENT OR DEVELOPMENTS CREATED OR PROVIDED IN CONNECTION WITH OR RELATED TO THE BULK PAY SERVICE AND THE PORTAL, INCLUDING ALL COPYRIGHTS, PATENTS, TRADE SECRETS AND OTHER PROPRIETARY RIGHTS, AND ANY DERIVATIVE WORKS THEREOF, SHALL BELONG SOLELY TO CHAPERONE. THE BULK PAYER WILL HAVE NO RIGHTS WHATSOEVER IN THE FOREGOING.

10.1 EACH PARTY AGREES THAT IT SHALL NOT AT ANY TIME, EITHER DURING THE TERM OF THIS AGREEMENT OR AFTER ITS EXPIRATION OR TERMINATION ADOPT, USE OR REGISTER, WHETHER AS A TRADEMARK, SERVICE MARK OR TRADE NAME OR AS A COPYRIGHT OR ELEMENT OF COPYRIGHT SYMBOL, OR COMBINATION WHICH IS IDENTICAL OR SIMILAR TO ANY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS OR THOSE OF ITS AFFILIATES.

10.2 EACH PARTY AGREES THAT IT SHALL NOT USE ANY WORDS, SYMBOLS OR COMBINATION AS COMPRISE THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS AS PART OF ITS CORPORATE NAME.

10.3 EACH PARTY AGREES THAT IT SHALL NOT UTILIZE THE INTELLECTUAL PROPERTY RIGHTS OF THE OTHER PARTY FOR ANY REASON WITHOUT THE EXPRESS WRITTEN CONSENT OF THE OTHER PARTY.

11. LITERAL ENFORCEMENT OF CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

11.1 BOTH PARTIES TO THIS AGREEMENT UNEQUIVOCALLY AGREE THAT ANY DAMAGE CAUSED TO THE OTHER BY REASON OF BREACH OF CLAUSE 9 IS UNQUANTIFIABLE AND INCAPABLE OF BEING RECKONED ADEQUATELY IN FINANCIAL TERMS. BY REASON OF THE FOREGOING, IF EITHER PARTY, (THE CLAIMANT) TO THIS AGREEMENT SEEKS A DECREE OF LITERAL ENFORCEMENT IN RESPECT OF ANY BREACH BY THE OTHER OF ANY OBLIGATION ARISING UNDER OR IN CONNECTION WITH CLAUSE 9 OF THIS AGREEMENT, DAMAGES (WHETHER IN COMMON LAW OR IN EQUITY) ARE AGREED TO BE AN INADEQUATE REMEDY TO COMPENSATE THE CLAIMANT FOR THE SAID BREACH.

11.2 FOR THE PURPOSES OF THIS CLAUSE, A DECREE OF LITERAL ENFORCEMENT SHALL MEAN ANY ORDER FOR THE SPECIFIC PERFORMANCE, SPECIFIC DELIVERY, AND INJUNCTION OF EQUIVALENT RELIEF.

11.3 NOTHING IN THIS CLAUSE SHALL BY ITSELF INCREASE THE DAMAGES WHICH WOULD OTHERWISE BE PAYABLE BY THE OTHER PARTY TO THE CLAIMANT IN THE EVENT OF A BREACH OF THIS AGREEMENT BY THE OTHER PARTY.

12. SUB-CONTRACTOR OR EXCLUSION OF PARTNERSHIP

12.1 NOTHING HEREIN SHALL CONSTITUTE A PARTNERSHIP, JOINT VENTURE OR SUB-CONTRACT RELATIONSHIP BETWEEN THE PARTIES HERETO OR CONSTITUTE ANY PARTY THE AGENT OF THE OTHER. THIS AGREEMENT IS NOT FOR THE BENEFIT OF A THIRD-PARTY AND SHALL NOT BE DEEMED TO GIVE ANY RIGHT OR REMEDY TO ANY SUCH PARTY WHETHER REFERRED TO HEREIN OR NOT.

12.2 NEITHER CHAPERONE NOR THE BULK PAYER SHALL WITHOUT THE WRITTEN CONSENT FROM THE OTHER ASSIGN ANY RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT NOR SUB-CONTRACT ITS OBLIGATIONS HEREAFTER IN TOTAL OR IN PART.

13. INDEMNITY

13.1 THE BULK PAYER SHALL BE LIABLE HEREAFTER FOR ITS OWN GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR BAD FAITH. CHAPERONE AGREES TO INDEMNIFY THE BULK PAYER AND SAVE IT HARMLESS AGAINST ANY AND ALL LIABILITIES, INCLUDING JUDGMENTS, COSTS AND REASONABLE COUNSEL FEES, FOR ANYTHING DONE OR OMITTED BY THE BULK PAYER IN THE EXECUTION OF THIS AGREEMENT, EXCEPT AS A RESULT OF THE BULK PAYER'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR BAD FAITH.

13.2 NOTHING CONTAINED IN THIS AGREEMENT SHALL BE DEEMED TO RELIEVE THE BULK PAYER OF ANY DUTY THAT MAY BE IMPOSED BY APPLICABLE LAWS.

14. CHAPERONE'S EXCLUSION FROM LIABILITY

14.1 CHAPERONE SHALL NOT BE LIABLE TO ANY C-PAY CUSTOMER OR C-PAY BULK PAYER FOR ANY LOSS OR LIABILITY, INCLUDING, WITHOUT LIMITATION, REASONABLE LEGAL FEES AND COURT COSTS AS A RESULT OF ANY LOSS SUFFERED BY THE BULK PAYER OR THE BULK PAYER'S CUSTOMER AS A RESULT OF:

14.1.1 CHAPERONE CUSTOMER OR BULK PAYER HAVING NOT PROPERLY REGISTERED (WHERE REGISTRATION IS REQUIRED) OR BEEN AUTHORIZED OR CLEARED TO USE MOBILE MONEY SERVICES BY CHAPERONE AUTHORIZATION FOR SUCH USE THAT HAS BEEN WITHDRAWN OR SUSPENDED;

14.1.2 THE AMOUNT OF THE TRANSACTION REQUESTED BY THE CHAPERONE CUSTOMER BEING OUTSIDE THE MINIMUM/MAXIMUM LIMITS ALLOWED BY THE CENTRAL BANK OF LESOTHO;

14.1.3 CHAPERONE CUSTOMER OR BULK PAYER HAVING ENTERED AN INCORRECT PIN OR USER ID (IF REQUIRED) OR HAVING NOT PROVIDED THE RELEVANT AUTHENTICATION REQUIRED BY THE WEB-PORTAL FROM TIME TO TIME IN CONNECTION WITH THE TRANSACTIONS;

14.1.4 CHAPERONE HAVING SUSPENDED OR BARRED THE CHAPERONE CUSTOMER OR BULK PAYER FROM USING THE MOBILE MONEY SERVICES FOR ANY REASON, WHATSOEVER;

14.1.5 CHAPERONE CUSTOMER OR BULK PAYER HAVING EXCEEDED ANY DAILY OR MONTHLY LIMITS SPECIFIED WITH RESPECT TO THE NUMBER OF TRANSACTIONS PERMITTED;

14.1.6 IF THE TRANSACTION REQUESTED BY THE CHAPERONE CUSTOMER OR BULK PAYER BEING SUSPECTED TO BE FRAUDULENT;

14.1.7 THE FAILURE OF THE LESOTHO LOCAL GSM NETWORKS FOR WHATEVER REASON;

14.2 THE BULK PAYER SHALL NOT BE LIABLE TO ANY CHAPERONE CUSTOMER OR CHAPERONE FOR ANY LOSS OR LIABILITY INCLUDING WITHOUT LIMITATION REASONABLE LEGAL FEES AND COURT COSTS AS A RESULT OF ANY LOSS SUFFERED BY CHAPERONE OR CHAPERONE CUSTOMER AS A RESULT OF:

14.2.1 DEFECTS, PROBLEMS OR FAILURES OF ANY TRANSACTION CAUSED BY ANY EVENT OF FORCE MAJEURE;

14.2.2 ANY TRANSACTION BEING EFFECTED WITH A CUSTOMER'S LOST OR STOLEN PIN WHICH LOSS OR THEFT WAS NOT NOTIFIED TO CHAPERONE AS REQUIRED;

14.2.3 CHAPERONE'S CUSTOMER'S FAILURE TO PERFORM HIS/HER OBLIGATIONS UNDER THE TERMS AND CONDITIONS OF USE RELATING TO THE USE OF MOBILE MONEY SERVICES.

15. BREACH

15.1 IN THE EVENT THAT ONE OF THE PARTIES (THE DEFAULTING PARTY) COMMITS A BREACH OF ANY OF THE PROVISIONS OF THIS AGREEMENT AND FAILING TO REMEDY SUCH BREACH WITHIN A PERIOD OF FOURTEEN (14) DAYS AFTER RECEIPT OF A WRITTEN NOTICE FROM THE OTHER PARTY (THE AGGRIEVED PARTY) CALLING UPON THE DEFAULTING PARTY TO REMEDY THE BREACH COMPLAINED OF, THEN THE AGGRIEVED PARTY SHALL BE ENTITLED AT THEIR SOLE DISCRETION AND WITHOUT PREJUDICE TO ANY OF THEIR OTHER RIGHTS IN LAW AND/OR IN TERMS OF THIS AGREEMENT, EITHER TO:

15.1.1 CLAIM SPECIFIC PERFORMANCE IN TERMS OF THE AGREEMENT;

15.1.2 CANCEL THE AGREEMENT FORTHWITH AND WITHOUT FURTHER NOTICE AND RECOVER DAMAGES FROM THE DEFAULTING PARTY.

16. TERMINATION

16.1 EITHER PARTY MAY TERMINATE THIS AGREEMENT FOR ANY REASON BY GIVING THE OTHER PARTY THIRTY (30) DAYS' NOTICE TO THAT EFFECT (THE NOTICE PERIOD).

16.2 UPON RECEIPT OF THE NOTICE OF TERMINATION OF THE AGREEMENT BY EITHER PARTY PURSUANT TO CLAUSE 16.2, 16.2.1 THE PARTIES SHALL FINALISE ANY PENDING TRANSACTIONS, INSTRUCTIONS, FOR WHICH WE RECEIVED THROUGH THE BULK PAY PORTAL BEFORE THE DATE OF RECEIPT OF SUCH NOTICE AND SHALL IMMEDIATELY THEREAFTER CEASE TO UNDERTAKE ANY FURTHER TRANSACTIONS THROUGH THE BULK PAY PORTAL UNLESS OTHERWISE AGREED BY EITHER PARTIES.

16.3 GROUNDS FOR TERMINATION OF THIS AGREEMENT MAY INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:

16.3.1 INSOLVENCY & LEGAL ACTIONS

A) IN THE EVENT THAT EITHER PARTY IS DECLARED OR ACKNOWLEDGES THAT IT IS INSOLVENT OR OTHERWISE IT IS UNABLE TO PAY ITS DEBTS AS THEY BECOME DUE OR UPON FILING FOR ANY PROCEEDING (WHETHER VOLUNTARY OR INVOLUNTARY FOR BANKRUPTCY, INSOLVENCY OR RELIEF FROM CREDITORS); OR

B) IN THE EVENT THAT AN APPLICABLE REGULATORY OR LAW ENFORCEMENT AUTHORITY INITIATES A REGULATORY OR ENFORCEMENT ACTION OR INVESTIGATION AGAINST EITHER PARTY WHICH IN THE REASONABLE JUDGMENT OF THE OTHER PARTY WILL MATERIALLY IMPAIR THE OPERATION OF THE MOBILE MONEY SERVICES AND TRANSACTIONS CONTEMPLATED HEREIN, THE EXPECTED ECONOMIC VALUE OF THIS AGREEMENT OR THE BUSINESS REPUTATION OF EITHER PARTY;

16.3.2 BREACH

WHEN EITHER PARTY COMMITS A MATERIAL BREACH OF THIS AGREEMENT AND IN THE CASE OF A REMEDIABLE BREACH FAILS TO REMEDY THE BREACH WITHIN THIRTY (30) DAYS OF RECEIPT OF THE TERMINATING PARTY'S WRITTEN NOTICE TO DO SO;

16.3.3 CHANGE IN EITHER PARTY'S CONTROL

WHEN THERE IS A CHANGE OF CONTROL OF 51 (FIFTY ONE) PERCENT SHAREHOLDING OF EITHER PARTY TO WHICH THE OTHER PARTY REASONABLY OBJECTS;

16.4 IMMEDIATELY UPON RECEIPT OF NOTICE OF TERMINATION OF THIS AGREEMENT ISSUED PURSUANT TO CLAUSE 16.3 CHAPERONE SHALL TRANSFER ALL SUMS STANDING TO THE CREDIT OF THE SETTLEMENT ACCOUNT TO SUCH ACCOUNT AS SHALL NOMINATE AND SHALL IMMEDIATELY CEASE TO EFFECT ANY OTHER TRANSACTION THROUGH THE BULK PAY PORTAL.

17. DOMICILLIUM CITANDI ET EXECUTANDI

17.1 THE PARTIES HERETO CHOOSE DOMICILLIUM CITANDI ET EXECUTANDI FOR ALL PURPOSES OF AND IN CONNECTION WITH THIS AGREEMENT AS FOLLOWS:

17.1.1 CHAPERONE:

PHYSICAL ADDRESS: SHOP NO. 4 BLOCK A

LNDC DEVELOPMENT HOUSE

KINGSWAY ROAD

MASERU

ATTENTION: SALES MANAGER

EMAIL: NTHATSIQ@CHAPERONE.CO.LS

POSTAL ADDRESS: P.O. BOX 11501

MASERU 100

TELEPHONE NO: +266 6231 2348

17.1.2 BULK PAYER

PHYSICAL ADDRESS:

ATTENTION:

EMAIL:

POSTAL ADDRESS:

TELEPHONE NO:

TELEFAX NO:



EVERYDAY PLATFORMS

16. DOMICILIUM CITANDI ET EXECUTANDI

16.1 THE PARTIES HERETO CHOOSE DOMICILIUM CITANDI ET EXECUTANDI FOR ALL PURPOSES OF AND IN CONNECTION WITH THIS AGREEMENT AS FOLLOWS:

16.1.1 CHAPERONE:
PHYSICAL ADDRESS:
SHOP NO. 4 BLOCK A
LNDC DEVELOPMENT HOUSE
KINGSWAY ROAD
MASERU
ATTENTION: SALES MANAGER
EMAIL: NTHATSI@CHAPERONE.CO.LS
POSTAL ADDRESS: P.O. BOX 11501
MASERU 100
TELEPHONE NO: +266 6231 2348

16.1.2 BULK PAYER
PHYSICAL ADDRESS:
ATTENTION:
EMAIL:
POSTAL ADDRESS:
TELEPHONE NO:
TELEFAX NO:

16.2 ANY NOTICES AND COMMUNICATION TO BE GIVEN UNDER THIS AGREEMENT SHALL BE IN WRITING AND SHALL BE REFERRED TO THE ADDRESS PROVIDED IN CLAUSE 16.1 ABOVE OF THIS AGREEMENT AND SHALL EITHER BE DELIVERED BY HAND, EMAIL OR SENT BY REGISTERED POST FOR EACH MARKED TO THE ATTENTION OF CHAPERONE LESOTHO, THE SALES MANAGER, THE BULK PAYER NAME, THE BULK PAY ADDRESS AND CONTACTS LISTED IN THE APPLICATION

16.3 ANY NOTICE TO A PARTY SENT BY POST IN A CORRECTLY ADDRESSED ENVELOPE TO IT AT ITS CHOSEN ADDRESS WILL BE DEEMED TO HAVE BEEN RECEIVED ON THE SEVENTH (7TH) BUSINESS DAY AFTER POSTING (UNLESS THE CONTRARY IS PROVIDED)

16.4 ANY NOTICE TO A PARTY DELIVERED BY HAND TO A RESPONSIBLE PERSON DURING ORDINARY BUSINESS HOURS AT ITS PHYSICAL ADDRESS SHALL BE DEEMED TO HAVE BEEN RECEIVED ON THE DAY OF DELIVERY (UNLESS THE CONTRARY IS PROVIDED)

16.4.1 IN THE CASE OF HAND DELIVERY OR PERSONAL SERVICE ON DELIVERY;

16.4.2 IN THE CASE OF E-MAIL TRANSMISSION, ON DELIVERY OF SUCH TRANSMISSION EXCEPT WHERE THE TIME OF TRANSMISSION IS NOT DURING THE ADDRESS' NORMAL BUSINESS HOURS IN WHICH CASE IT SHALL BE 08H00AM ON THE NEXT BUSINESS DAY AND PROVIDED ELECTRONIC CONFIRMATION OF SUCH TRANSMISSION IS OBTAINED;

16.4.3 IN THE CASE OF REGISTERED POST, SEVEN (7) DAYS FROM THE DATE OF POSTING

17. FORCE MAJEURE

17.1 SAVE WITH RESPECT TO THE OPERATION OF THE BILL ACCOUNT HEREIN PROVIDED, EITHER PARTY HERETO SHALL BE LIABLE TO PERFORM ANY OBLIGATION HEREUNDER IN THE EVENT AND TO THE EXTENT THAT PERFORMANCE OF SUCH OBLIGATION IS PREVENTED OR HINDERED BY A CONDITION OF FORCE MAJEURE.

17.2 A CONDITION OF FORCE MAJEURE SHALL ARISE FROM ANY CIRCUMSTANCE BEYOND THE REASONABLE CONTROL OF THE AFFECTED PARTY WHICH PREVENTS OR IMPEDS THE EXECUTION OF THE AGREEMENT. SUCH CIRCUMSTANCES MAY INCLUDE BUT ARE NOT LIMITED TO WAR, OR HOSTILITIES RIOT OR CIVIL DISTURBANCE, EARTHQUAKE, FLOOD, FIRE OR OTHER NATURAL PHYSICAL DISASTER, POWER FAILURE OR DENIAL OF THE USE OF ROAD OR OTHER MEANS OF PUBLIC TRANSPORT, REGIONAL OR NATIONAL STRIKE OR OTHER NATIONAL OR REGIONAL INDUSTRIAL ACTION BY WORKERS OR EMPLOYEES OR CONFISCATION, DESTRUCTION OR REQUISITION BY ORDER OF ANY GOVERNMENT OR PUBLIC AUTHORITY.

17.3 RELIEF FROM LIABILITY FOR NON- PERFORMANCE BY REASON OF THE PROVISIONS OF THIS CLAUSE SHALL COMMENCE ON THE DATE UPON WHICH THE PARTY SEEKING RELIEF GIVES NOTICE OF THE IMPEDIMENT RELIED UPON AND SHALL TERMINATE UPON THE DATE IN WHICH SUCH IMPEDIMENT CEASES TO EXIST, PROVIDED THAT IF SUCH IMPEDIMENT CONTINUES FOR A PERIOD OF MORE THAN NINETY (90) DAYS, EITHER PARTY SHALL BE ENTITLED TO TERMINATE THE RELEVANT PART OF THE AGREEMENT BY WRITTEN NOTICE TO EITHER PARTY SUBJECT TO CLAUSE 16.2 ABOVE.

18. GOVERNING LAW

THE AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE KINGDOM OF LESOTHO.

19. DISPUTE RESOLUTION

19.1 NEGOTIATIONS

THE PARTIES SHALL ATTEMPT TO RESOLVE ANY DISPUTE ARISING OUT OF OR RELATING TO THIS CONTRACT THROUGH NEGOTIATIONS BETWEEN SENIOR EXECUTIVES OF THE PARTIES, WHO HAVE THE AUTHORITY TO SETTLE SUCH DISPUTE. IF THE DISPUTE CANNOT BE SETTLED AMICABLY WITHIN FOURTEEN (14) DAYS FROM THE DATE ON WHICH EITHER PARTY HAS SERVED WRITTEN NOTICE ON THE OTHER OF THE DISPUTE, THEN THE REMAINING PROVISIONS OF THIS CLAUSE SHALL APPLY.

19.2 ARBITRATION

IF ANY SUCH DISPUTE OR DISAGREEMENT CANNOT BE SETTLED IN ACCORDANCE WITH THE FOREGOING PROVISION OF THIS CLAUSE, THE DISPUTE SHALL BE RESOLVED IN ACCORDANCE WITH THE PROVISIONS OF THE ARBITRATION ACT OF 1980. FOR THE PURPOSES OF THIS CLAUSE, A DISPUTE SHALL BE DEEMED TO HAVE BEEN REFERRED TO ARBITRATION IF ANY PARTY THERE TO HAS SERVED ON THE OTHER PARTY A WRITTEN NOTICE REQUIRING THEM TO APPOINT OR AGREE TO THE APPOINTMENT OF AN ARBITRATOR IN TERMS OF THE RELEVANT LAW.

20. CONSTRUCTION

THE HEADING OF THE SECTIONS CONTAINED IN THIS AGREEMENT ARE FOR REFERENCE PURPOSES ONLY, AND SHALL NOT AFFECT THE MEANING OR INTERPRETATION OF THIS AGREEMENT. THIS AGREEMENT SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE PLAIN MEANING OF ITS LANGUAGE AND NOT FOR OR AGAINST EITHER PARTY AND AS A WHOLE GIVING EFFECT TO ALL TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT.

21. CONFIDENTIAL INFORMATION

21.1 THE PARTIES SHALL HOLD IN CONFIDENCE ALL CONFIDENTIAL INFORMATION RECEIVED FROM EACH OTHER AND NOT DIVULGE THE CONFIDENTIAL INFORMATION TO ANY PARTIES, INCLUDING ANY OF THEIR EMPLOYEES, AGENTS, CONSULTANTS AND SUB-CONTRACTORS DIRECTLY, UNLESS THE AFORESAID PARTIES ARE INVOLVED IN THE EXECUTION OF THIS AGREEMENT AND THEN ONLY ON A NEED TO KNOW BASIS.

21.2 THE PARTIES SHALL PREVENT DISCLOSURE OF CONFIDENTIAL INFORMATION, EXCEPT AS MAY BE REQUIRED BY LAW.

21.3 THE PARTIES AGREE THAT THEY SHALL PROTECT EACH OTHER'S CONFIDENTIAL INFORMATION USING THE SAME STANDARD OF CARE THAT EACH PARTY APPLIES TO SAFEGUARD ITS OWN INFORMATION AND THAT HE INFORMATION SHALL BE STORED AND HANDLED IN SUCH A WAY AS TO PREVENT ANY UNAUTHORIZED DISCLOSURE THEREOF.

21.4 IT IS RECORDED THAT THE FOLLOWING INFORMATION SHALL, FOR THE PURPOSES OF THIS AGREEMENT, NOT BE CONSIDERED TO BE CONFIDENTIAL INFORMATION:

- 21.4.1 INFORMATION KNOWN TO EITHER OF THE PARTIES PRIOR TO THE DATE THAT IT WAS RECEIVED BY THE OTHER PARTY; OR
21.4.2 INFORMATION KNOWN TO THE PUBLIC OR GENERALLY AVAILABLE TO THE PUBLIC PRIOR TO THE DATE THAT IT WAS DISCLOSED TO THE OTHER PARTY; OR
21.4.3 INFORMATION THAT BECOMES KNOWN TO THE PUBLIC OR BECOMES GENERALLY AVAILABLE TO THE PUBLIC SUBSEQUENT TO THE DATE THAT IT WAS DISCLOSED TO THE OTHER PARTY, THROUGH NO ACT OR FAILURE TO ACT BY THE RECEIVING PARTY; OR
21.4.4 INFORMATION WHICH EITHER OF THE PARTIES AUTHORIZES, IN WRITING, THE OTHER TO DISCLOSE.

22. SEVERABILITY

IF ANY PROVISION OF THIS AGREEMENT IS INVALID OR UNENFORCEABLE FOR ANY REASON WHATSOEVER, SUCH INVALIDITY OR ENFORCEABILITY SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY OR ALL OF THE REMAINING PROVISIONS OF THIS AGREEMENT WHICH SHALL CONTINUE TO BE OF FORCE AND EFFECT AND BE CONSTRUED AS IF THIS AGREEMENT HAS BEEN EXECUTED WITHOUT THE INVALID OR UNENFORCEABLE PROVISIONS.

23. VARIATION

NO ADDITION TO OR VARIATION, CONSENSUAL CANCELLATION OR NOVATION OF THIS CONTRACT AND NO WAIVER OF ANY RIGHT ARISING FROM THIS CONTRACT OR ITS BREACH OR TERMINATION SHALL BE OF ANY FORCE OR EFFECT UNLESS REDUCED TO WRITING AND SIGNED BY ALL THE PARTIES OR THEIR DULY AUTHORIZED REPRESENTATIVES.

24. WAIVER

NO LATITUDE, EXTENSION OF TIME OR OTHER INDULGENCE WHICH MAY BE GIVEN OR ALLOWED BY CHAPERONE IN RESPECT OF THE PERFORMANCE OF ANY OBLIGATION HEREUNDER OR ENFORCEMENT OF ANY RIGHT ARISING FROM THIS CONTRACT AND NO SINGLE OR PARTIAL EXERCISE OF ANY RIGHT BY CHAPERONE SHALL UNDER ANY CIRCUMSTANCES BE CONSTRUED TO BE AN IMPLIED CONSENT BY CHAPERONE OR OPERATE AS A WAIVER OR A NOVATION OF, OR OTHERWISE AFFECT CHAPERONE'S RIGHTS IN TERMS OF OR ARISING FROM THIS CONTRACT OR STOP CHAPERONE FROM ENFORCING, AT ANY TIME AND WITHOUT NOTICE, STRICT AND PUNCTUAL COMPLIANCE WITH EACH AND EVERY PROVISION OR TERM HEREOF.

25. NO 3RD PARTY BENEFITS

NOTHING CONTAINED IN THIS AGREEMENT SHALL BE DEEMED TO CONFER ANY RIGHT OR BENEFIT TO ANY PERSON WHO IS NOT PARTY TO THIS AGREEMENT

26. FURTHER ACTIONS

EACH PARTY SHALL EXECUTE AND DELIVER SUCH INSTRUMENTS INCLUDING, BUT NOT LIMITED TO SCHEDULE 1 HEREIN AND TAKE SUCH OTHER ACTIONS AS MAY BE REASONABLY REQUESTED BY THE OTHER PARTY TO CARRY OUT THE INTENT OF THIS AGREEMENT AND TO CONDUCT THE SERVICE.

27. ENTIRE AGREEMENT

THIS AGREEMENT INCLUDING THE ANNEXURE AS AMENDED FROM TIME TO TIME SHALL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND NO AMENDMENT OR CANCELLATION OR ADDITION THERETO SHALL BE OF ANY FORCE OR EFFECT UNLESS REDUCED TO WRITING AND SIGNED BY ALL PARTIES HERETO.

28. INDUCEMENTS

28.1 THE BULK PAYER SHALL NOT OFFER TO GIVE ANY PERSON ANY GIFT OR CONSIDERATION OF ANY KIND AS AN INDUCEMENT OR REWARD FOR DOING OR NOT DOING OR HAVING DONE ANY ACT IN RELATION TO THE OBTAINING OR EXECUTION OF THIS OR ANY OTHER AGREEMENT WITH CHAPERONE OR FOR SHOWING OR NOT SHOWING FAVOUR OR DISFAVOUR TO ANY PERSON RELATING TO HIS OR ANY OTHER AGREEMENT WITH CHAPERONE;

28.2 IN THE IMPLEMENTATION OF THIS AGREEMENT, THE BULK PAYER OWES A DUTY TO CHAPERONE TO REPORT ANY CASES OF INDUCEMENT INCLUDING BUT NOT LIMITED TO A REQUEST FOR BRIBE AND/OR GRATIFICATION IN WHATEVER MANNER INVOLVING AN CHAPERONE EMPLOYEE OR OTHER THIRD PARTY, BY SENDING AN EMAIL TO POLILANEL@CHAPERONE.CO.LS

28.3 ANY BREACH OF THE TERMS OF THIS CLAUSE BY THE BULK PAYER OR ITS EMPLOYEES, SUBCONTRACTORS, AGENTS OR ANYONE ACTING ON THEIR INSTRUMENTS WITH OR WITHOUT THE KNOWLEDGE OF THE CONTRACTOR SHALL ENTITLE CHAPERONE TO TERMINATE THIS AGREEMENT FORTHWITH. TERMINATION SHALL BE WITHOUT PREJUDICE TO ANY OTHER REMEDIES AVAILABLE TO CHAPERONE AT LAW WHICH MAY INCLUDE CRIMINAL PROSECUTION FOR CORRUPT PRACTICES.

DECLARATION

I, THE SIGNATORY ACKNOWLEDGES THAT I HAVE BEEN MADE AWARE OF THE STANDARD USER TERMS AND CONDITIONS OF SERVICES FOR THE CHAPERONE BULK PAY AGREEMENT. THESE TERMS AND CONDITIONS ARE PUBLICLY AVAILABLE ON THE CHAPERONE WEBSITE/ PHYSICALLY SUBMITTED TO MY PERSON.

I THE SIGNATORY HAVE THE NECESSARY AUTHORITY TO BIND THE BUSINESS / OWNER IN TERMS OF THE SAID STANDARD TERMS AND CONDITIONS OF SERVICES.

I, THE SIGNATORY FURTHER WARRANTS AND DECLARE THAT ALL INFORMATION FURNISHED IN THIS DOCUMENT, INCLUDING ALL SUPPORTING DOCUMENTATION IS TRUE AND CORRECT IN EVERY RESPECT AND THAT CHAPERONE MAY RELY ON IT.

I, THE SIGNATORY HEREBY COMMIT THAT THE BUSINESS / OWNER SHALL FROM TIME TO TIME OBSERVE, PERFORM AND BE BOUND BY ALL THE TERMS OF THE STANDARD TERMS AND CONDITIONS OF SERVICE.

I, OR THE BUSINESS SHALL BE IN COMPLIANCE WITH THE KYC CRITERIA DETERMINED BY CHAPERONE LIMITED.

I, THE SIGNATORY AGREES THAT I OR THE BUSINESS I REPRESENT SHALL BE DEEMED WITH EFFECT FROM THE DATE ON WHICH THE BULK PAYER IS REGISTERED AS A BULK PAYER TO BE A PARTY TO THE GOVERNING STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CHAPERONE BULK PAYER. THIS DECLARATION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE KINGDOM OF LESOTHO

ON THIS THE _____ DAY OF _____ 20_____

FOR THE BULK PAYER

BY:

NAME:

SIGNATURE:

TITLE:

DATE:

ANNEXURE 1 – DETAILED FLOW OF TRANSACTION

RECOMMENDED STANDARD OPERATING PROCEDURE FOR BULK DISBURSEMENTS THROUGH CHAPERONE MOBILE MONEY
1. THE PURPOSE OF THE STANDARD OPERATING PROCEDURE (SOP) IS TO PROVIDE A GUIDE ON THE PAYMENT PROCESS USING MOBILE MONEY FROM INITIAL APPROVAL OF THE DISBURSEMENT OF FUNDS TO THE RECONCILIATION.

2. DEFINITIONS

- B) AUTHORIZER (ACCOUNTS HANDLER WITH FULL RIGHTS) – INDIVIDUAL AUTHORIZED TO APPROVE A PAYMENT FROM THE MOBILE MONEY ACCOUNT
C) INITIATOR OR OPERATOR (ACCOUNT HANDLER WITH LIMITED RIGHTS) – INDIVIDUAL AUTHORIZED TO CAPTURE THE AMOUNTS PAYABLE TO EACH RECIPIENT AND LOAD THEM ONTO THE BULK PAY PORTAL FOR REVIEW AND APPROVAL BY AUTHORIZER
D) MOBILE MONEY ACCOUNT – AN ACCOUNT CREATED FOR THE CLIENT (CHAPERONE MOBILE MONEY PARTNER) ON THE MOBILE MONEY PLATFORM WHICH IS AN ACCOUNT HELD WITH CHAPERONE MOBILE MONEY WHERE FUNDS WILL BE DEPOSITED BEFORE EVENTUAL TRANSFER TO RECIPIENTS
3. AUTHORIZATION AND PAYMENT PROCEDURE
I) WHEN THE BULK PAYMENT HAS APPROVAL TO MAKE A BULK DISBURSEMENT, THE INITIATOR/OPERATOR WILL ORIGINATE A PAYMENT LIST WITH REGISTERED MOBILE MONEY CELLPHONE NUMBERS AND AMOUNTS PAYABLE.
II) THE INITIATOR/OPERATOR WILL FORWARD THE PAYMENT LIST (WITH NAMES OF RECIPIENTS AND THEIR MOBILE PHONE NUMBERS) TO THEIR OWN FINANCE MANAGER/DISBURSEMENT PREPARER.
III) THE APPROVED AMOUNT SHALL BE TRANSFERRED FROM THE CLIENT'S BANK ACCOUNT TO THE CHAPERONE MOBILE MONEY TRUST ACCOUNT, A BANK ACCOUNT.
IV) WHEN THE DEPOSIT INTO THE TRUST ACCOUNT HAS CLEARED, CHAPERONE WILL CREDIT THE CLIENT'S MOBILE MONEY ACCOUNT WITH THE AMOUNT OF THE DEPOSITED FUNDS.
V) THE INITIATOR WILL UPLOAD THE BULK PAYMENT FILE INTO BULK PAY WEB- PORTAL
VI) THE AUTHORIZER SHALL APPROVE THE PAYMENT AND RELEASE THE FUNDS FROM THE BULK PAYER'S MOBILE MONEY ACCOUNT TO THE RECIPIENTS' CELLPHONES.
VII) ONCE PAYMENT HAS BEEN COMPLETED, THE PROCESSED FILE CAN BE DOWNLOADED BY BOTH THE INITIATOR/OPERATOR AND AUTHORIZER AND USED FOR RECONCILIATION.

SCHEDULE 1

THIS SCHEDULE REFLECTS THE TARIFF THAT SHALL BE APPLICABLE TO CUSTOMERS WHO USE THE MOBILE MONEY BULK PAYMENT SOLUTION.

L/BULK PAYMENT TARIFFS

CHARGES TO BULK PAYER PER RECEIPT: ZERO

CHARGES TO RECIEPIENT FOR DEPOSIT: ZERO

STANDARD TRANSACTION FEES FOR CUSTOMERS: AS PER BELOW

CUSTOMER TRANSACTION FEES



EVERYDAY PLATFORMS

TO : C-PAY BULK PAYER / AGENT

1. BANK DEPOSIT AND REFERENCING

BANK: STANDARD LESOTHO BANK
ACCOUNT: CURRENT ACCOUNT
ACCOUNT NUMBER: 9080007454070
BRANCH: CITY
BRANCH CODE: 060 667
SWIFT ADDRESS: SBICLSMX

**REFERENCE; BULK CLIENT CODE & NAME OF BULKPAY CLIENT OR AGENT CODE & NAME OF AGENT
E.G : 7001, SANDRINO PTY LTD**

**2. TURN AROUND TIME FOR BANK DEPOSITS DEPOSITS
ALLOW THE FOLLOWING TURN AROUND TIMES (WITHIN THE WORKING HOURS)
FOR THE DEPOSIT TO REFLECT IN YOUR BULK PAY ACCOUNT (E-MONEY)**

WHERE & HOW DEPOSIT IS MADE	TURN AROUND TIME
STANDARD BANK EFT	3 HOURS
STANDARD BANK CASH DEPOSIT	3 HOURS
FNB EFT	24 HOURS
NEDBANK EFT	48 HOURS
POST BANK EFT	48 HOURS

FOR THE DEPOSIT TO REFLECT IN YOUR BULK PAY ACCOUNT (E-MONEY)

moeketsit@chaperone.co.ls and semokol@chaperone.co.ls

cc hlaleleh@chaperone.co.ls and tlotlisothamae@chaperone.co.ls

3. OPERATING HOURS

MONDAY TO FRIDAY : 08H00 TO 16H30

SATURDAY: 08H30 TO 12H00