

AGENT/VENDOR AGREEMENT

Terms and Conditions for DigiPost Services

1. Acceptance

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. THESE TERMS AND CONDITIONS CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN THE USER AND BOTSWANAPOST, CONCERNING THE USER'S ACCESS TO USE BOTSWANAPOST'S MOBILE APPLICATION. THE USER AGREES THAT BY ACCESSING THE DIGIPOST APPLICATION, THEY HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS OF USE.

2. Introduction

- 1.1. These terms and conditions apply to all product and service transactions offered on the DigiPost platform. However, by accessing the application and using other products and services, the user understands and agrees that there may be other product specific terms and conditions that the user might be asked to agree to in addition to these general terms and conditions.
- 1.2. This Mobile Application is operated by Botswana Postal Services termed T/A BotswanaPost.
- 1.3. These terms and conditions of use may be changed by BotswanaPost in the future without prior notice.
- 1.4. Further, the user notes and agrees that should there be any conflict or inconsistency between the provisions these terms and conditions, and any other product specific terms and conditions, the provisions of the product specific terms and conditions shall prevail.
- 1.5. Further, these terms and conditions apply exclusively to the users access, and use of this Mobile Application, and will not alter in any way the terms or conditions of any other agreement that they might have with BotswanaPost for products, systems, services or otherwise.

While BotswanaPost has tried to provide accurate and timely information, there may be inadvertent technical or factual inaccuracies and typographical errors, for which we apologize. We reserve the right to make changes and corrections at any time, without notice

3. Definitions and Interpretation

- 3.1. In this Agreement, unless the context otherwise indicates, the following words shall have the following meanings:

“Agent” shall mean person or business, appointed to provide DigiPost services on behalf of Botswana Postal Services Limited t/a BotswanaPost;

“Agent’s Commission Wallet” shall mean an account created by the Agent solely for receipt of Commission paid by the Principal;

“Agreed Float Value”	shall mean the aggregate value of the DigiPost Float to be maintained by the Agent;
"Agreement"	shall mean this Agreement together with the DigiPost Agency Manual, all the annexures and appendices attached hereto or to be attached hereto in future;
“Cash Float”	shall mean the cash provided by the Agent at each of its’ Outlet for the provision of DigiPost services;
"Confidential Information"	shall mean any information or data (a) which by its nature or content is identifiable as confidential and/or proprietary to either Party and/or any third party; or (b) which is provided or disclosed in confidence by the one Party (" Disclosing Party ") to the other Party (" Receiving Party "); and (c). which Disclosing Party or any person acting on its behalf may disclose or provide to Receiving Party or which may come to the knowledge of Receiving Party by whatsoever means;
“Customer”	shall mean all users of Posa’it services;
“Designated Address”	shall mean posomoney@botswanapost.co.bw
“DigiPost Float(s)”	shall mean the sum of E-Money held by the Agent for the provision of DigiPost services;
“DigiPost Agency Manual” or Agency Manual”	shall mean the manual issued to the Agent which records methods of operation, procedures, and other practical matters relevant to the provision of DigiPost services as updated by the Principal from time to time, which terms and conditions form part of this Agreement;
“DigiPost Representative”	shall mean any elective, agent or body authorised to act on behalf of Botswana Postal Services Limited
“DigiPost account”	shall mean the Account held by a Customer for the use of DigiPost services;
"Effective Date"	shall mean the date on which the agent accepts these terms and conditions.
“E-Money”	shall mean the electronic value (e-value) issued by The Principal and representing an entitlement to an equivalent amount of the Cash held by the Custodian in respect of the acquisition of such electronic value;
“Equipment”	shall mean all the equipment provided to the Agent by the Principal for the purposes of providing DigiPost services and shall include, without limitation, point of sale branding material, Agent Manuals and instructions for the provision of the DigiPost services;
“Float Balancing”	shall mean the balancing of DigiPost Floats across all Outlets operated by the Agent;

“ID”	shall mean a person’s original Passport and/or a valid national identity card clearly detailing a person’s full name, date and place of birth;
“Money Laundering”	shall mean the engagement of a person or persons, directly or indirectly in conversion, transfer, concealment, disguising, use or acquisition of money or property known to be of illicit origin and in which such engagement intends to avoid the legal consequence of such action;
“Month”	shall mean calendar month;
“Outlet(s)”	shall mean the physical address(es) of each place of business from which the Agent may provide DigiPost services to Customers;
“PA”	Shall mean Per-Annum
“Principal’s Bank Account”	shall mean Stanbic Bank Botswana Limited, Fairgrounds Branch, Branch code: 06-49-67 Account number: 906-000-383-876-0
“PosoMoney or PosoMoney services”	shall mean the proprietary, application based mobile money wallet service, which is marketed, managed, and operated exclusively by the Principal in the Republic of Botswana;
“Principal”	shall mean Botswana Postal Services Limited t/a BotswanaPost;
“Signature Date”	shall mean the date on which the parties sign this Agreement and if it is signed on different dates, then the last of such dates;
“SMS”	shall mean short messaging services;
“Stock Order Form”	shall mean a form used by agent or merchant to order e-value, merchandise, marketing collateral and any other promotional activities
“Super-Agent”	shall mean any organization or entity appointed and authorised by BotswanaPost that is responsible for managing the cash, electronic-value and liquidity measurements of a group of agents.
“Terrorist financing”	shall mean the provision of or making available such financial or other related services to a terrorist, group or entity which is concerned with terrorist act. It includes also the entering into or facilitation, directly or indirectly, of any financial transaction related to dealing in property owned or controlled by or on behalf of any terrorist or any entity owned or controlled by a terrorist;
“Trademarks & Trade names”	shall mean the DigiPost name and logo, the proprietary rights of which are vested in the Principal and which may only be used by the Agent in accordance with the terms of this Agreement;
“Transaction Limits”	shall mean the limits placed on the Transactions that shall be effected by the Agent, as regulated by the laws of the Republic of

Botswana and observed by the Principal. As stipulated in the DigiPost Agent Manual

“Vendor”	shall carry the same meaning as DigiPost Agent
“Working Day”	shall mean days on which business is generally conducted, excluding Saturdays, Sundays and official public holidays.
“Website”	Website shall mean www.posomoney.co.bw
“Value Added Services (VAS)”	shall have the same meaning as company/Utility Supplier/Provider/Service Provider (“the SP”)
“You/Your/User”	means the BotswanaPost customer who has installed and uses the mobile application

3.2. Unless the context indicates a contrary intention, any expression which denotes:

- 3.2.1. Singular shall include the plural and vice versa;
- 3.2.2. A gender shall include the other genders;
- 3.2.3. A natural person shall include a reference to a juristic person and vice versa; and
- 3.2.4. References to clauses, schedules, parts and sections are, unless otherwise provided, references to clauses, schedules, parts and sections of this Agreement.

3.3. Paragraph headings are for reference purposes only and shall not be taken into account in interpreting or construing the import or tenor of this Agreement or any clause or provision hereof.

3.4. In the event that there is any conflict or inconsistency between the provisions of the Agreement and the Annexures or specifications hereto, the provisions of this Agreement shall prevail.

The rule of construction that ambiguities or inconsistencies are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement to favour any Party against the other. Ambiguities or inconsistencies shall be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the Parties at the time of conclusion of the Agreement.

4. **DigiPost Usage**

4.1. Before using the DigiPost application, BotswanaPost must verify customer information, including but not limited to user identities, postal and physical addresses, source and purpose of funds and/or any other information required by appropriate regulation/legislation requirements in Botswana.

4.2. BotswanaPost reserves the right to refuse to accept any user registration, access or use.

4.3. The User shall remain liable for payment of any and all transactions initiated together with associated fees and charges on the mobile application which shall be debited from their account

5. **Types of Use**

5.1. DigiPost is a mobile application that allows vendors to resell native and non-native postal products and services on behalf of BotswanaPost for a commission on all successful transactions. These products and services include but are not limited to:

- 5.1.1. Post Box renewals
- 5.1.2. Virtual Post Box renewals
- 5.1.3. PosoMoney cashin and cashout
- 5.1.4. Prepaid electricity
- 5.1.5. Prepaid airtime
- 5.1.6. DSTV premiums and/or subscriptions
- 5.1.7. Motshidisi premiums
- 5.1.8. Mosako premiums
- 5.1.9. Mobile vend
- 5.1.10. Electronic money order

5.2. BotswanaPost reserves the right to add or remove any products and services as it sees fit, without notification to the agents or vendors.

6. **Applicability**

6.1. These Terms and Conditions shall apply to all DigiPost Agents or Vendors who use DigiPost services (as defined herein) provided by BotswanaPost.

6.2. When a person uses or registers as a DigiPost Agent or Vendor by executing the DigiPost Application Form either physically or via self-registration they hereby agree to abide by these Conditions of Use.

6.3. BotswanaPost reserves the right to vary these Terms and Conditions as it sees fit, without notification to the Customers.

7. **Application for Account**

7.1. **Registration:**

7.1.1. An Agent or Vendor may register for the DigiPost service provided he has an active SIM Card.

7.1.2. An Agent or Vendor may register for DigiPost services with any BotswanaPost branch or outlet.

7.1.3. Upon registration, the Agent or Vendor shall be required to provide the following owner and business information per the Application Form:

- 7.1.3.1. A certified copy of a valid Identification i.e. omang for citizens and passports for non-citizens;
- 7.1.3.2. Full names of applicants;
- 7.1.3.3. Physical address;
- 7.1.3.4. Postal address;
- 7.1.3.5. Date of birth;
- 7.1.3.6. Nationality;
- 7.1.3.7. Employment status;
- 7.1.3.8. Occupation;
- 7.1.3.9. Mobile number;
- 7.1.3.10. Company/Trading name;
- 7.1.3.11. Type of business;
- 7.1.3.12. Business registration/trading or license number;
- 7.1.3.13. Company VAT No.;

- 7.1.3.14. Preliminary business case;
- 7.1.3.15. Strategic partner declaration;
- 7.1.3.16. Any other information as may be required.

7.1.4. All information provided must be complete and accurate in all respects. The Agent shall advise DigiPost and BotswanaPost of any changes that may arise.

7.1.5. BotswanaPost may decline an application at its sole discretion, should the DigiPost Agent and/ or BotswanaPost not be satisfied with the Customer's information provided.

7.1.6. Upon activation of an Account, the Agent or Vendor shall not be entitled to use DigiPost services with immediate effect owing to internal and regulatory approvals which may be changed or applied as necessary.

7.1.7. In the event of damage to, loss or theft of the mobile equipment, the Agent shall inform the nearest DigiPost agent to ensure that the necessary action can be taken. BotswanaPost shall thereafter suspend the Customer's DigiPost account to prevent further use of DigiPost services until the mobile equipment has been replaced.

7.2. **Charges:**

7.2.1. The Customer shall be liable for payment to his Mobile Phone Network Service provider for all network costs incurred in using DigiPost services.

7.2.2. The Customer shall be liable to pay the applicable Tariffs for the use of the DigiPost services and such Tariffs are deducted directly from the customer's DigiPost account upon each successful transaction. Details of the existing tariffs can be found on the BotswanaPost website and are available from all BotswanaPost outlets.

8. **Appointment**

The Principal hereby appoints the Agent and the Agent hereby accepts the appointment for provision of DigiPost services on behalf of the Principal in favour of the Principal's Customers and/or potential Customers as set out in this Agreement.

9. **Commencement and Duration**

9.1. This Agreement shall commence on the Effective Date and unless otherwise agreed in writing signed by authorized representatives of all of the Parties, this Agreement shall continue in perpetuity.

10. **Principal's Rights Reserved:**

10.1. The Principal reserves the right notwithstanding anything to the contrary contained herein:

10.1.1. To vary any aspect of DigiPost services to be provided to Customers;

10.1.2. To vary the terms, conditions and charges under which it offers the DigiPost service as a direct result of new legislation, statutory instrument, Government regulations or licenses, rates of exchange, imposition or alteration of government tax or as a result of any review of DigiPost's business planning, changes within the industry, recommendations from regulator bodies or for such other reason as it may in its sole discretion determine; and

10.1.3. To inspect the Agent's business operations and its Outlets, together with its regulators as and when required during the duration of this Agreement to ensure compliance with the terms of this Agreement.

11. Agent's General Duties and Obligations:

11.1. Without prejudice to any clause 27 in this Agreement, the Agent:

11.1.1. Shall only provide DigiPost Services using the agreed tariffs programmed in the equipment, which may be varied by revised tariffs notified to the Agent from time to time by the Principal;

11.1.2. Shall not provide DigiPost services to any Customer except as in accordance with these Terms and Conditions and the DigiPost Agency Manual and or any other written instructions issued by the Principal from time to time;

11.1.3. Shall not, in providing DigiPost services make any representations or give warranties other than those contained in the DigiPost Agency Manual and/or upon the written instructions of the Principal;

11.1.4. Shall be solely responsible for the safekeeping and proper use of the Equipment and for keeping the equipment and SIM-Skins secure;

11.1.5. Shall only use the DigiPost Trademarks and Trade names to promote and provide DigiPost Services during the duration of the Terms and condition and for no other purpose whatsoever;

11.1.6. Shall allow authorized officers of the Principal to have access to the Agent's premises at all reasonable times for the purpose of inspecting the books and records and for the purpose of taking stock of all equipment at the Outlets;

11.1.7. Shall not use DigiPost's brand name or equipment given by the Principal for other purposes than the provision of DigiPost services; and

11.1.8. Shall comply with other directions or procedure from the Principal for delivering other DigiPost services as may be communicated by the Principal from time to time.

12. Acquisition of E-Money

12.1. For purposes of providing DigiPost services, the Agent shall be required to acquire E-Money from a DigiPost Super- Agent.

12.2. At the effective date, the Agent shall immediately place an initial order of E-Money. The initial order shall be payable in accordance with Annexure A. If Agent fails to comply with this clause, the Principal shall be entitled to terminate this agreement under clause 25.2.

12.3. In pursuant of clause 12.1, the Agent shall complete a Stock Order Form, in which Form the Agent shall stipulate the value of E-Money required for the provision of DigiPost services.

12.4. The Super- Agent shall deliver the Stock Order form to a DigiPost representative, whom shall prepare a pro-forma invoice for the Agent. The pro-forma invoice shall specify the cash equivalent of the E-Money required from the Agent prior to crediting the Agent's DigiPost Account with the E-Money.

12.5. Upon receipt of the pro-forma invoice, the Agent shall deposit the cash equivalent into Principal's bank account via electronic funds transfer, Bank transfer or at the nearest Post Office.

12.6. The Agent shall send Proof of payment to the designated email address.

12.7. Upon receipt of the proof of payment, the DigiPost representative shall credit the Agent's DigiPost Account with E-Money.

13. **Customer Registration**

13.1. Upon application for the use of the DigiPost services, the Agent shall require and record each Customer's details as illustrated per the DigiPost Agent Manual.

13.2. The Agent shall require the Customer to sign the Registration Form upon which the Customer's details are recorded.

13.3. The Agent may decline any application if the Agent is not satisfied with proof of the Customer's identity.

14. **Provision of DigiPost Services**

14.1. The Agent shall receive cash payments from Customers in exchange for credit of E-Money to the Customer's Mobile Wallet. Upon crediting the Customer's Mobile Wallet, there shall be a corresponding debit to the Agents DigiPost Float.

14.2. The Agent shall pay out cash to Customers in accordance with SMS instructions received from the individual customer in return of the transfer to the Agent's DigiPost Float of an equivalent amount of E-Money;

14.3. The Agent shall ensure that cash payments are only paid:

14.3.1. Upon sufficient sums being available in its Cash Float at the relevant Outlet;

14.3.2. Upon checking the accuracy and completeness of the information contained in the incoming SMS instructions; and

14.3.3. Upon being reasonably satisfied that the recipient of the cash sums is the owner of the mobile phone on which the SMS message is being transmitted, by cross-checking the Customer's ID against the details provided in the SMS;

14.4. All DigiPost Transactions shall be recorded in the Agent Log Books in the form prescribed as per the Agent Manual.

14.5. The Agent shall decline the requested transaction in the event it has insufficient cash sums available in its Cash Float at the relevant Outlet to effect the Transaction.

14.6. The Principal shall ensure that upon a DigiPost Payment being made by the Agent, DigiPost will reflect that DigiPost Payment by the credit of an equivalent amount to the Agent's DigiPost Float within 12 hours.

15. **Payment Options And Currency**

15.1. Payment options/methods accepted may be via VISA, MasterCard, PosoMoney and/or certain Debit/Credit cards.

15.2. The transaction currency is in Botswana Pula (BWP).

16. **DigiPost Float**

- 16.1. The Agent shall maintain a minimum float balance in accordance with Annexure A. If Agent fails to comply with this clause, the Principal shall be entitled to terminate this agreement under clause 25.2.
- 16.2. The Agent shall ensure that the Cash Float and DigiPost Float at each Outlet are balanced daily as specified in the Agency Manual.
- 16.3. Should the Agent have multiple Outlets, the Agent shall manage DigiPost Float balances at the various Outlets by the transfer of E-Money from one Outlet to the other by mobile phone and/or by the acceptance of DigiPost Payments or the paying out of cash payments.
- 16.4. The Agent may make payments to the DigiPost Account in return for an equivalent amount of E-Money to bring the Floats back to at least 100% of the Agreed Float Value as communicated by the Principal.
- 16.5. If the DigiPost Floats exceed the Agreed Float Value, the Agent may exchange an amount of E-Money equal to the excess for cash from the DigiPost Account to bring the DigiPost Floats back to the Agreed Float Value.
- 16.6. If the DigiPost Float falls below a critically low figure of around 25% of the Agreed Float Value, immediate remedial action (i.e. In the shortest time possible in hours) will be required to rectify the balance.
- 16.7. The DigiPost Float shall at all times during the period of these Terms and Conditions be the property of the Agent and shall vary in accordance with the Transactions effected by the Agent as specified in the DigiPost Agent Manual.
- 16.8. Any E-Money outstanding in the DigiPost Float shall be exchanged for an equivalent amount of cash from the DigiPost Account on expiry or early termination of this Agreement.

17. PosoMoney Transactional Limits

17.1. Cash-ins

17.1.1. PosoMoney Customers and/ or Designated Payers shall be entitled to cashin:

- 17.1.1.1. BWP 10 000.00 (Ten Thousand Pula) per transaction;
- 17.1.1.2. BWP 15 000.00 (Fifteen Thousand Pula) per day; and
- 17.1.1.3. BWP 30 000.00 (Thirty Thousand Pula) per month

17.2. Cash-outs:

17.2.1. PosoMoney Customer and/ or Designated Payee shall be entitled to withdraw:

- 17.2.1.1. BWP 10 000.00 (Ten Thousand Pula) per transaction;
- 17.2.1.2. BWP 15 000.00 (Fifteen Thousand Pula) per day; and
- 17.2.1.3. BWP 30 000.00 (Thirty Thousand Pula) per month.

18. Resale Of Various Vouchers And Bill Payments

- 18.1. BotswanaPost offers the agent the option to purchase various vouchers and/or to pay for various bills, on behalf of the general public via this Mobile Application within the Republic of Botswana.
- 18.2. The purchase of the various vouchers/payment of the various bills via this Mobile Application is subject to any credit limitations or payment ceilings imposed by the customer's bank,

and/or limits imposed by BotswanaPost owing to regulatory standards, as well as by the limits imposed on the vendors's device.

- 18.3. Due to the fixed service fee set by the Company, Utility Supplier/Provider or Service Provider ("the SP") of the product (electricity/DSTV/airtime or any other product for which the User is purchasing the voucher for or making payment of a bill), the minimum transaction amount will be based on the product/service type except for prepaid electricity which is set at P 20.00 per transaction.
- 18.4. The price payable for the product and/or amount payable for any bill payment shall be as set by the respective SP.
- 18.5. Payment for the product purchased/bill paid via this Mobile Application shall be effected by the User to BotswanaPost by way of a credit/debit transaction using a valid credit/debit card or via PosoMoney.
- 18.6. Although every effort is made to ensure that the User receives the purchased product immediately/the User's account with the respect SP is credited immediately, BotswanaPost in no way warrants that the service will be completely uninterrupted and error free and that accordingly there may be a delay (time out) in the delivery of the product to the User or payment of the bill by the User, as the case may be.

19. Transaction Fee Chagres

- 19.1. BotswanaPost is remunerated by the relevant SP for providing the delivery of the available products /services.
- 19.2. However, there may be a transaction fee as listed in BotswanaPost's tariff which will be payable to BotswanaPost, per successful transaction by the User.
- 19.3. This transaction fee will be borne by the User and same will automatically be included in the transaction processed by the User on the Mobile Application.
- 19.4. The User will receive a separate BotswanaPost VAT receipt for such transaction fee, together with the voucher depending on the type of transaction.
- 19.5. Customers accepting BotswanaPost terms and conditions hereby acknowledge and accept that a transaction fee as aforesaid may apply to each transaction processed by the User on the Mobile Application.

20. Commission

- 20.1. In consideration for providing DigiPost services, the Principal shall pay to the Agent a Commission based on the number and type of transactions carried out by the Agent at the rates as annexed hereto (**Annexure B and Annexure D**).
- 20.2. The Commission rates payable to the Agent may be varied by the Principal at its own discretion as may otherwise be notified to the Agent from time to time.
- 20.3. Commissions due to the Agent shall be credited in evaluate at the time of the transaction into the Agent's Commission Account operated by the Agent for that purpose. The agent shall have the option to cash in the evaluate in the commission account at any point in time provided that the Agent provides a written notice of its intention to do the same. The Principal shall make payment within 30 days from receipt of notice.
- 20.4. The Agent shall be responsible for any deductions or tax required to be paid by law on Commissions received. In the event that the Principal shall be required by law to make any

deductions or withholding tax then the Principal shall comply with such applicable legislation and remit the amounts to the appropriate authorities.

20.5. No warranties or representations are made with regard to potential revenues that may be earned by the Agent from the provision of the DigiPost Services and no reliance should be placed on any statements or projections provided, whether verbally or in writing in this respect.

20.6. The Agent may authorize the Principal to move commission earned from their Commission Account to its Float Account.

21. **Operators**

21.1. The Agent shall have the right to appoint additional DigiPost Operator/s within each Outlet. The costs associated with the appointment and function of these additional operators will be borne by the Agent.

21.2. The Agent shall ensure that any Operator performing services in connection with this Agreement does so only on the basis of a written agreement which the Agent shall secure from such persons on such terms equivalent to those imposed on the Agent.

21.3. The Agent shall be responsible for the observance and performance by such persons of these terms and shall be directly liable to the Principal for any breach.

21.4. The Agent shall be bound by and be responsible for all actions taken by each DigiPost Operator on its behalf. All actions taken by the DigiPost Operator shall be deemed to be actions taken by the Agent.

21.5. The Agent shall indemnify the Principal in respect of any loss or liability due to mistake, negligence or fraud of the DigiPost Operator appointed by the Agent to properly carry out the transactions.

22. **Sales Targets**

22.1. The Agent shall during the term of this agreement attain sales in accordance with Annexure C. If Agent fails to comply with this clause, the Principal shall be entitled to terminate this agreement.

23. **Record Keeping**

23.1. The Agent shall keep proper record in relation to their provision of DigiPost Services, including the registration particulars of each Customer in the form as per the DigiPost Agent Manual.

23.2. Upon termination of this Agreement, the Agent shall transfer all records to the Principal.

24. **Branding & Promotional Materials & Intellectual Property rights**

24.1. The Principal shall provide branding and advertising support materials such as external signage DigiPost posters, internal point of sale material at no cost to the Agent.

24.2. For the avoidance of doubt, materials that have been supplied to the Agent shall remain the property of the Principal returnable upon demand or upon termination of this Agreement.

24.3. The Agent shall display all branding materials and other trade or service marks or copyright material as the Principal may provide and stipulate from time to time.

- 24.4. Except as otherwise indicated, all Mobile Application materials, including but not limited to design, text, graphics, other files, and the selection and arrangement thereof, are the copyright property of BotswanaPost, ALL RIGHTS RESERVED.
- 24.5. Any other use of the materials in this Mobile Application - including any commercial use, reproduction for purposes other than described above, modification, distribution, republication, display, or performance-without the prior written permission of BotswanaPost is strictly prohibited.

25. Fraud Management

- 25.1. The Agent shall not directly or indirectly engage in any fraud against the Principal or affiliates of the Principal. The Agent shall supervise its staff to ensure that they do not engage in any fraud against the Principal or its affiliates. For purposes of this terms and condition, fraud shall include without limitation, theft, deception, unlawful transaction or unauthorized use or sale of DigiPost services or any services and or product provided by the Principal.
- 25.2. Any fraudulent activities by the Agent, the staff of the Agent or any person or entity associated with the Agent or using the systems of the Agent shall constitute a material breach of the terms and conditions of this Agreement.
- 25.3. The Agent shall immediately notify DigiPost of any incidents of fraud involving the DigiPost services or any other DigiPost services and or products that comes within its attention. However, such notification shall not exonerate the Agent in the event the Agent is involved in any way as stated in clause 14.1 above.
- 25.4. In the event the Principal discovers that the Agent is involved in any fraud, the Principal may penalize the Agent by withholding any commission due to such fraud and in addition may suspend the Agent or forthwith terminate this Agreement with immediate effect.

26. Compliance with Anti-Bribery Laws

- 26.1. The Agent (and any natural person or legal persons the Agent uses for the performance of services in connection with this Agreement, including employees, agents, consultants) shall:
- 26.1.1. Comply with all relevant Applicable Local Law relating to bribery and corruption and any other foreign law with extra territorial application;
- 26.1.2. Not do or omit to do anything likely to cause the Principal to be in breach of any such Applicable Law;
- 26.1.3. Not give, offer, promise, receive, or request any bribes, including in relation to any public official;
- 26.1.4. Maintain throughout the term of this Agreement, a programme designed to ensure compliance with the Applicable Law by the Agent, including an education and training programme and measures reasonably calculated to prevent and detect violations of the Applicable Law;
- 26.1.5. Shall allow the Principal, whether itself or through an agent, to conduct an audit of records and information held by the Agent or its sub- contractors or any other relevant person in relation to the performance by the Agent of its obligations under this Agreement;
- 26.1.6. If requested and at the Principal's reasonable cost, provide the Principal with sufficient reasonable assistance to enable the Principal to perform any actions

required by any government or agency in any jurisdiction for the purpose of compliance with any Applicable Law or in connection with any investigation relating to the Applicable Law;

26.1.7. Maintain reasonably detailed books, records and accounts in respect of performance of services to the Principal; and

26.1.8. Promptly notify the Principal of any allegation of fraud, bribery or corrupt or unlawful practices made against the Agent in court, arbitration or administrative proceedings, or any investigation is commenced in respect of such allegations, at any time during the term of this Agreement.

26.2. The Agent hereby indemnifies the Principal and its directors, officers, employees, agents and affiliates against all losses, which they may have suffered as a result of breach of this clause by the Agent.

26.3. If the Principal (acting in good faith) determines that, there has been a breach by the Agent of this clause, such a breach shall be deemed a material breach of this Agreement, and the Principal shall have the right to terminate this Agreement without prejudice to the Principals' rights under this Agreement or at law.

27. Prevention of money laundering and the financing of terrorism

27.1. The movement of money through the **DigiPost** System which is or which forms part of the proceeds of any crime or which is intended to facilitate, aid or finance the commission of any crime is expressly prohibited.

27.2. The Agent shall ensure that all its staff and officers responsible for the agency business comply with all Anti-Money Laundering and Counter Terrorist Financing laws, regulations, standards or directives in force from time to time including any guidelines, policies and procedures to that effect as may be issued by the Principal.

27.3. The Agent staff and officers shall adhere to the know your customer (KYC) and customer identification procedures during the registration processes and in the course of performing transactions requested by customers including accepting of deposits and effecting payments.

27.4. The Agent shall be responsible for ensuring that all its staff avail themselves for Anti-Money Laundering training before they start working for the services and remain adequately trained at all times.

27.5. The parties shall monitor any suspicious activity by either one of the parties to the Agreement and/ or the customers or the DigiPost Financial Partner and may report the suspicious activity to the relevant law enforcement authority.

27.6. The Agent shall keep and maintain a logbook on the transactions being carried out as per the Manual and shall, on a monthly basis, submit the report to the Principal for review.

27.7. Notwithstanding anything to the contrary contained in this Agreement, the Principal shall be entitled to forthwith terminate this Agreement (without prejudice to the Principal's rights in terms of the Terms and condition or at law including, but not limited to, any right to claim damages), in the event that the Principal reasonably and in good faith determines that the Agent has breached any of its obligations contained in this clause.

27.8. Upon termination of these Terms and Conditions by the Principal pursuant to this clause, the Agent shall not be entitled to any further payment under this Agreement and shall have no claim of whatsoever nature against the principal arising out of such termination.

28. Warranties

The Agent hereby warrants and represents that it has the full capacity and authority to enter into and to provide the Services under this Agreement and shall perform the terms and conditions set out in these Terms and Conditions in good faith.

29. Confidentiality and Non- Disclosure

29.1. Neither Party ("**Receiving Party**") shall, during the existence of this Agreement or at any time after this Agreement is cancelled or otherwise terminates, use, divulge, disclose, exploit, permit the use of or in any other manner whatsoever use the other Party's ("**Disclosing Party**") Confidential Information or disclose the existence or contents of this Agreement other than as provided or contemplated in this Agreement; provided that the Receiving Party may disclose the Disclosing Party's Confidential Information and the existence and contents of this Agreement:

29.1.1. To the extent required by applicable Laws (other than in terms of a contractual obligation of the Receiving Party) or the valid order of a court of competent jurisdiction or the request of any governmental or other regulatory authority or agency, in which event the Receiving Party shall so notify the Disclosing Party as promptly as possible (and if possible prior to making any disclosure) and shall use its commercially reasonable endeavours to seek confidential treatment of such Confidential Information; and

29.1.2. To, and permit the use thereof by, the employees, its representatives and professional advisors to the extent strictly necessary for the purpose of implementing or enforcing this Agreement or obtaining professional advice or conducting its business, it being specifically agreed that any disclosure or use by any such employee, representative or advisor of such Confidential Information or other information for any other purpose shall constitute a breach of this clause 15 by the Receiving Party.

29.2. The provisions of clause 18.1 shall not apply to any Confidential Information which:

29.2.1. Is or becomes generally available to the public other than as a result of a breach by the Receiving Party of its obligations in terms of this clause 18;

29.2.2. Is received by the Receiving Party from a third party who has the right to disseminate such Confidential Information; and

29.2.3. Is or had already been independently generated by the Receiving Party prior to receiving it from the Disclosing Party.

30. Exclusion of Liability

30.1. If you submit an incorrect vehicle registration number and renew a vehicle registration that does not belong to you; wrong DSTV Smartcard number; wrong Prepaid Electricity meter number etc., BotswanaPost is wholly not liable for your error, and does not guarantee or warrant any rectification of any errors arising out of the provision of the incorrect details supplied by you, and is wholly not liable for any refund, or reimbursement of funds, arising thereof.

30.2. The Principal shall not be responsible for any loss suffered by the Agent should the DigiPost service be interfered with or be unavailable by reason of:

30.2.1. The failure of any Equipment or

- 30.2.2. Any other circumstances whatsoever not within the Principal's control including, without limitation, force majeure or error, interruption, delay or non-availability of the systems, terrorist or any enemy action equipment failure.
- 30.3. The Principal shall not be liable for any losses or damage suffered by Agent as a result of or in connection with: -
 - 30.3.1. Failure, malfunction, interruption or unavailability of the DigiPost system and/or DigiPost service, Equipment and the DigiPost Network;
 - 30.3.2. Agent's failure to give proper or complete instructions for payments or transfers relating to the Agents DigiPost services;
 - 30.3.3. Any fraudulent or illegal use of DigiPost services, DigiPost systems and/or Equipment; and
 - 30.3.4. The Agent's failure to comply with this Agreement and any document or information provided by the Principal concerning the use of the DigiPost system and the services.
- 30.4. Under no circumstances shall the Principal be liable to the Agent for any indirect or consequential loss or damage of whatever kind, howsoever caused, arising out of or in connection with the services even where the possibility of such loss or damage is notified to the Principal.
- 30.5. Each Party shall be liable to the other Party for any direct damages arising out of or relating to its performance or failure to perform under this Agreement.
- 30.6. All warranties and obligations implied by law are hereby excluded to the fullest extent permitted by law.

31. REFUND POLICY

- 31.1. BotswanaPost will not be held responsible for any wrong information entered by the customer as there are given a confirmation page before proceeding for payment. Customer will only be refunded for:
 - 31.1.1. None release of tokens
 - 31.1.2. Expired tokens
 - 31.1.3. Service not available
 - 31.1.4. Duplicate transactions
- 31.2. For all acceptable refunds, customers must provide receipt as proof of purchase, bank statement and letter of request. This must be done within 30 working days of receipt of purchase.

32. Suspension or Interruption to Services

- 32.1. The Agent may from time to time suspend the DigiPost services during any technical failure, modification or maintenance either of the service or the equipment by means of which the service is provided.
- 32.2. The Agent shall be required to give the Principal notice of any such anticipated interruption to service immediately recognition and/ or anticipation of such interruption.
- 32.3. Should the Agent fail to reconvene the services per this Agreement within fourteen (14) days from the date of notice, the Principal shall be entitled to cancel this Agreement with immediate effect.

33. Force Majeure

- 33.1. Neither Party shall be liable for failure to perform under this Agreement if such failure is as a result of “force majeure”.
- 33.2. For the purposes of this agreement, “force majeure “is an event which is beyond the reasonable control of the Party ‘s performance under this Agreement impossible or so impractical as reasonably to be considered impossible under the circumstances.
- 33.3. Force Majeure shall not include:
 - 33.3.1. Any event which is caused by the negligence or international action of the Party claiming force majeure or such a Party’s sub-contractors or agents or employees; nor
 - 33.3.2. Any event which a diligent Party could reasonably have been expected to:
 - 33.3.2.1.1. Take into account at the time of the execution of the Agreement; and
 - 33.3.2.1.2. Avoid or overcome in the carrying out of its obligations hereunder.
- 33.4. During the period of such force majeure, the provisions of this Agreement shall be suspended and neither Party shall have any claim against the other by virtue of such force majeure.
- 33.5. The time schedules for the performance of the Services interrupted by such suspension shall be revised by mutual agreement when those Services are resumed.
- 33.6. In the event of “force majeure” either Party shall take such actions as shall be reasonably practicable to ensure that the performance of the Services resumes.

34. **Breach**

- 34.1. In the event that any party hereto commits any breach of the terms and conditions of this agreement and the party committing such breach fails to remedy same within fourteen (14) calendar days of receipt of written notice requiring it to do so, then in addition to and without prejudice to any other rights which aggrieved the party to have in law, the aggrieved party shall be entitled to cancel this agreement with immediate effect.
- 34.2. If the Principal is the aggrieved party, and the breach arises from the failure of the Agent to deliver as per the specifications of the Agreement or failure to observe and perform any of the material terms and conditions and/or obligations contained in this Agreement, the Principal shall be entitled to cancel this Agreement and to claim such damages as it may have suffered or to withhold payment until the breach is remedied.
- 34.3. This provision is subject to the Dispute Settlement clause (clause 23).

35. **Dispute Settlement**

- 35.1. Save as otherwise expressly provided in this Agreement, should any dispute arise between the parties in regard to the interpretation of; the effect of; the parties' respective rights or obligations under; a breach of; the termination of; any matter arising out of the termination of the rectification of, this Agreement, that dispute shall be decided at the first instance by the Contract Managers.
- 35.2. In the event the dispute is not resolved within 20 Business Day of referral to the Parties' Contract Manager, any Party shall be entitled by giving written notice to the other Party to seek legal recourse on the matter.

35.3. The provisions of this clause are severable from the rest of this Agreement clause and shall remain in effect even if this Agreement is terminated for any reason.

36. **Termination:**

36.1. Should a party to this Agreement:

- 36.1.1. Be placed under judicial management; or
- 36.1.2. Be placed under liquidation; or
- 36.1.3. Commit an act of insolvency; or
- 36.1.4. Have a change of ownership and/ or control and such change is not approved by either party; or
- 36.1.5. At any time during the currency of the Agreement, makes any misrepresentation in relation to its business or financial position or commits any fraudulent or unethical business which is detrimental to the interests or reputation of either party;

Then and in any such event and without prejudice to any claim for damages which the aggrieved party may have, the aggrieved party will be entitled to cancel this Agreement.

36.2. Should either party commit a material breach or otherwise be in default of any of its obligations under or in terms of this Agreement, and remains in default or fail to remedy such breach within fourteen (14) days of receipt of written notice calling upon it to do so, the aggrieved Party will be entitled, but not obliged, in addition to any other rights which it may have or remedies which may be available to it:

- 36.2.1. To cancel this Agreement forthwith, with or without claiming damages;
- 36.2.2. To obtain an order against the party in breach for specific performance with or without claiming damages; or
- 36.2.3. To claim such damages as it may have suffered in lieu of specific performance, together with all amounts owing under or in terms of this Agreement, whether or not such amounts have become due for payment.

36.3. Notwithstanding, this Agreement may be terminated by either party for any reason whatsoever by the delivery of a three (3) months' notice of the intention to terminate.

37. **Assignment**

The Agent shall not be entitled to cede, assign or transfer their respective rights and obligation under this agreement to any third party, without prior written consent of the Principal.

38. **Non- Exclusivity**

This Agreement is non-exclusive and either Party is entitled to the other to conclude similar Agreements for such similar services with third parties.

39. **Independent Contractor**

Notwithstanding any other provision herein Agent is, for all purposes arising under this Agreement, an independent contractor. No officer, agent or employee of Agent or Principal shall be deemed an officer, agent or employee of the other party.

40. **Indemnification**

The Agent hereby indemnifies and holds the Principal harmless against all claims, legal actions, costs or expenses of whatever nature arising out of any infringement or alleged infringement by the Agent or its employees, of any rights of any third party attributable to the provision of the Services, or any part thereof, to the Principal.

41. **Waiver**

No waiver of any of the terms and conditions of this Agreement will be binding or effectual for any purpose unless expressed in writing and signed by the parties hereto giving the same, and any such waiver will be effective only in specific instance and for the purpose given. No failure or delay on the part of any party hereto in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

42. **General**

42.1. This agreement incorporates the entire agreement between the Principal and the Agent, and no alteration, cancellation or variation hereof shall be of any force or effect unless it is in writing, signed, and agreed by both the Principal and the Agent.

42.2. No Party will have any claim or right of action arising from any undertaking or representation not included in this Agreement.

42.3. No variation or addition to this Agreement shall have any force or effect unless agreed to in writing by an authorised representative of each party. The provisions of this paragraph shall in no circumstances be capable of being waived save and except where such waiver is expressed in writing and signed by an authorised representative of each party.

42.4. Save as is expressly provided for in this Agreement, no provision of this Agreement constitutes a stipulation for the benefit of a third person (i.e. A Stipulatio Alteri) which, if accepted by the person, would bind any Party in favour of that person. This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same agreement.

42.5. The Parties shall at all times act in good faith towards each other and shall not bring any of the other Parties into disrepute.

42.6. The rights and obligations created by this Agreement shall devolve upon and bind its successors in title.

43. **Severability**

If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the same shall be deemed to be severed therefrom and not affect the remainder of this Agreement, which shall remain of full force and effect.

44. **Governing Law**

This Agreement shall be interpreted and implemented in accordance with the laws of Botswana and will be subject to the jurisdiction of the High Court the Republic of Botswana.

45. **Entire Agreement**

This Agreement and its Appendices referred to herein, constitute the entire Agreement between the Parties in respect of the subject matter hereof, and supersedes all previous agreements in respect thereof.

46. **Domicilium and Notices**

- 46.1. Any notices to be given to the parties in terms of this agreement shall be in writing and delivered by hand during ordinary business hours or dispatched by facsimile during normal business hours to the addresses mentioned hereunder, which respective addresses the Parties choose as their domicilia citandi et executandi for the delivery or service of all communications arising out of this agreement
- 46.2. A Party may change its domicilium to any other physical address, postal address in Botswana by written notice to the other party to that effect. Such change of address will be effective seven (7) days after receipt of notice of the change of domicilium.
- 46.3. All notices to be given in terms of this Agreement will:
- 46.3.1. Be given in writing;
 - 46.3.2. Be delivered or sent by prepaid registered post or by telefax;
 - 46.3.3. If delivered be presumed to have been received on the date of delivery;
 - 46.3.4. If sent by prepaid post be presumed to have been within 5 (five) business days of posting unless the contrary is proved; and
 - 46.3.5. If sent by telefax be presumed to have been received on the first business day following the date of sending of the telefax unless the contrary is proved.
- 46.1. BotswanaPost's chosen domicilium et executandi is as follows:
- Plot 53952,
PosoHouse
Khama Crescent
Gaborone
- P.O. Box 100
Gaborone

Annexure “A”

Agent Type	Description	Initial Order (BWP)	Minimum Float Balance (BWP)
Type A	Less than P 100,000.00 in DigiPost transactions PA	500.00	500.00
Type B	Between P 100,001.00 and P 500,000.00 in DigiPost transactions PA	5,000.00	5,000.00
Type C	More than P 500,000.00 in DigiPost transactions PA	50,000.00	50,000.00

Annexure “B”

Agent Commission Fees (BWP)			
Minima	Maxima	Deposits	Withdrawal
20.00	125.00	1.00	3.00
125.01	250.00	2.00	4.00
251.01	500.00	2.00	5.00
500.01	1,000.00	4.00	15.00
1,000.01	2,000.00	8.00	23.00
2,000.01	4,000.00	18.00	35.00
4,000.01	5,000.00	18.00	35.00

Annexure “C”

Agent Type	Description	Minimum Number of Transactions PA	
		Cash-In	Cash-Out
Type A	Less than P 100,000.00 in DigiPost transactions PA	50	50
Type B	Between P 100,001.00 and P 500,000.00 in DigiPost transactions PA	150	150
Type C	More than P 500,000.00 in DigiPost transactions PA	250	250

Annexure “D”

Description	VAS	Commission
Commission rates	Postal Box Renewal	1%
	Prepaid electricity	2%
	Prepaid Airtime: Mascom BeMobile Orange	8%
	DSTV subscriptions	1%
	Motshidisi Premiums	1%
	Mosako	1%
	Mobile Vend	1%
	Electronic Money Order	1%
	Virtual Post Box	2.5%
	Minimum Recharge Amount	P 100.00
Minimum Sale Amount (except Airtime)	Product dependent	