



## MERCHANT AGREEMENT FORM

### 1. Preface

This agreement forms the contract between:

**Orange Money Liberia, Inc.** whose principal place of business is at 13 street, Tubman Boulevard P.O.

**Box 1611, Monrovia, Liberia, and** \_\_\_\_\_,

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(Hereinafter **ORANGE MONEY MERCHANT**, which expression shall include its successors in title and assigns) and Orange Money Liberia, which expression shall include its successors in title and assigns).

This agreement together with the annexures hereto and Manuals (together "the Agreement") contains the complete terms and conditions that apply to an **ORANGE MONEY MERCHANT's** participation as a Merchant under Orange Money Liberia ORANGE MONEY electronic money transfer system and supersedes all other agreements entered into between the merchant and Orange Money Liberia in relation to the provision of the ORANGE MONEY MERCHANT PAYMENT Service ("the Service"). By executing this document the **ORANGE MONEY MERCHANT** agrees that they are affirmatively stating that they have carefully read and understood the terms and conditions set forth herein and agrees to be bound by the said terms and conditions.

This Agreement shall come into effect on the date of signature hereof and shall continue for a period of one (1) year ("initial term"). It shall be automatically renewed for successive term of twelve (12) calendar months each ("renewal term"), save if a Party has provided to the other written notice of termination sent by registered mail or hand delivered with acknowledgement of receipt, at least two (2) months before the end of the initial term or any renewal term.

As used in this Agreement, "you" means the entity applying to become an ORANGE MONEY MERCHANT; and "services" means the ORANGE MONEY Services provided by Orange Money Liberia as more particularly set out in the Definitions Clause.

### 2. Definitions

**"Accounts"** mean your ORANGE MONEY Accounts comprising of the Working account, the Outlet Float Account and the Commissions Account. These accounts shall be a conclusive record maintained by Orange Money Liberia of the amount of Money from time to time held by you and represented by an equivalent amount of cash held by the Trustee on your behalf;

**"Credit"** means the movement of Money into your Account;

**"Customer"** means an individual who has registered to use the ORANGE MONEY Services.

**"Debit"** means the movement of Money out of your Account;

**“Money”** means the monetary value in the ORANGE MONEY System denominated in Liberia Dollars and the United States Dollars;

**“Float”** or **“ORANGE MONEY Float”** means the sum of Money held by you in the ORANGE MONEY System for the provision of ORANGE MONEY Services to customers and **“Float Account”** shall mean the store’s ORANGE MONEY Account.

**“Log Book”** means the record book provided by Orange Money Liberia to you and maintained by you in which all transactions are recorded and which serves as conclusive evidence of the successful completion of those transactions.

**“Manual”** means the manual issued by Orange Liberia in electronic form or otherwise to the independent store which records methods of operation, procedures, and other practical matters relevant to the provision of ORANGE MONEY Services as updated by Orange Liberia from time to time.

**“Mobile Phone”** means the electronic device used for mobile voice or data communication over Orange network that enables Customers to access the ORANGE MONEY Services;

**“ORANGE MONEY Services”** or **“Services”** means the services provided by Orange Money Liberia for the issuance and redemption of Money on the ORANGE MONEY System and includes without limitation analogous services such as SIM replacements, customer registration, customer care management, etc.;

**“ORANGE MONEY System”** means the proprietary technology platform operated by Orange Money Liberia in Liberia providing the ORANGE MONEY Services;

**“Network”** means the Global System for Mobile Telecommunication (“GSM”) system operated by Orange Liberia Limited., covering those areas within the Republic of Liberia as stipulated from time to time by us;

**“Operator”** means the person authorized by you to conduct transactions on the ORANGE MONEY System;

**“Outlet/Store”** means any shop, unit or other retail premises or portion thereof operated by you and includes the employees and assistants operating therein;

**“Participant”** means any person or legal entity that participates in the ORANGE MONEY System by using the ORANGE MONEY Services to send or receive Payments;

**“Payment”** means the transfer of Money through the ORANGE MONEY System from one ORANGE MONEY Account to the ORANGE MONEY Account of any other ORANGE MONEY System Participant or vice versa;

**“PIN”** means your personal identification number being the secret code, assigned/provided to you by Orange Money Liberia to access and manage your ORANGE MONEY Accounts;

**“Pre-paid Airtime”** means the credit purchased in advance that enables subscribers to make calls, access data services and send text messages through their mobile phone devices on Orange Telecommunication’s GSM Network;

**“SIM Card”** means the subscriber identity module which is issued to the Independent Store by Orange Liberia Limited, and which, when used with the appropriate mobile phone apparatus enables you to use the ORANGE MONEY Services;

**“SMS”** means a short messaging service that enables the transmission of text messages from one Mobile Phone to another;

**“Taxes”** means any and all assessments, charges, levies, rates or taxes assessed, charged or levied by any town council, municipal council, city council or any revenue authority, under any law, and includes penalties and costs;

**“Mobile Equipment”** means together the SIM Card and mobile phone apparatus used by the Merchant for the purposes of providing Mobile Money payment services and shall include the related accessories;

**“Level 2 Account”** means an ORANGE MONEY Customer account with higher account balance and transaction limits than ordinary as defined in the Central Bank of Liberia Regulations.

**“Transactions”** means (as the context requires) receiving ORANGE MONEY Payments from Customers and paying out cash sums to Customers in accordance with SMS instructions, and registering new Customers.

**“Trustee”** means the ORANGE MONEY signatories to the Trust Accounts;

**“Trust Deed”** means together the Declaration of Trust duly dated by the Trustee constituting the trusts under which the Trustee holds all amounts of cash received for your Account in trust for you upon the terms and conditions therein specified.

### **3. Service Description**

3.1. ORANGE MONEY services are available to all Orange Liberia subscribers upon registration for the services. Customers on other Networks may have limited range of functionality.

3.2. The ORANGE MONEY Services enable registered users to send money, receive payments and make payments using their mobile phone.

3.3. Save as otherwise may be permitted, all transactions shall be denominated in either Liberia Dollars or United States Dollars or both.

3.4. Upon appointment as an ORANGE MONEY MERCHANT, by virtue of this Agreement, you are required to assist Orange Liberia subscribers to pay your services or goods using their mobile phone.

3.5. You acknowledge that the Trustee may treat the records of the ORANGE MONEY System as conclusive evidence of the amount of Money at any time standing to the credit of your account and the Trustee is not bound to make any independent investigation of your beneficial entitlement to the trust amounts.

3.6. You acknowledge that Orange Money Liberia acts as agent of the Trustee with respect to operating the commercial bank accounts maintained by the Trustee for the purpose of holding the Trust Fund in accordance with the Trust Deed (the “Bank Accounts”), including for the purposes of effecting payments out of such accounts in respect of the redemption of Money and that save for the trust Deed, the Trustee is not obliged to enter into any distinct contract with you.

3.7. You acknowledge that Orange Money Liberia is neither a bank, financial institution nor a deposit-taking institution and does not offer banking services or credit facilities.

### **4. ORANGE MONEY MERCHANT Rights and Obligations**

4.1. Your primary obligation as an ORANGE MONEY MERCHANT is to assist Orange Money Liberia subscribers to pay your services or goods using their mobile phone.

4.5 Your entitlement to remain as an ORANGE MONEY MERCHANT is subject to your compliance in all respects and at all times with your obligations as set out in this Agreement, the Orange Money

general provisions, the Manual and any bulletins, notices or directives that may be issued by Orange Money Liberia.

4.6 Upon appointment as an ORANGE MONEY MERCHANT your Operator will be issued with a PIN and a SIM card for use when effecting Transactions in accordance with the terms of this agreement and the Manual.

4.7 You will ensure ORANGE MONEY MERCHANT PAYMENT Service's promotion and development, in particular you will guarantee its ongoing availability, in the respect of requirements described in Appendix to the present Agreement.

4.8 You may only use the ORANGE MONEY Trademarks and Trade names for the purpose of promoting and providing ORANGE MONEY MERCHANT PAYMENT Service during the Agreement Period and for no other purpose whatsoever.

4.9 You may only provide ORANGE MONEY MERCHANT PAYMENT Service using Orange Money Liberia tariffs as may be varied by Orange Money Liberia in revised tariffs published on the ORANGE MONEY web page, or otherwise notified to you from time to time. You are specifically prohibited from surcharging Customers for services rendered. For the avoidance of doubt, in the event of such surcharges, Orange Money Liberia reserves the right to take such remedial action as it deems appropriate including suspension or termination of this Agreement and clawing back amounts surcharged, to refund the Customer

4.10 You may only provide ORANGE MONEY MERCHANT PAYMENT Service at the agreed Outlets within the Transactional Limits placed on such Outlets.

4.11 You shall at all times comply with the terms of this Agreement and the procedures specified in the Manual, as updated from time to time, and you further undertake to comply with all laws, by-laws and any other regulations issued by any competent authority in relation to the operation of the services subject of this Agreement.

4.12 You shall not be entitled to cede or assign any rights granted under this Agreement to any person except with the prior written consent of Orange Money Liberia.

4.13 You agree to hold in confidence this Agreement and all information, documentation, data and know-how disclosed by Orange Money Liberia and shall not disclose to any third party or use Confidential Information other than in connection with the performance of this Agreement or any part thereof without Orange Money Liberia written approval.

4.14 You shall be responsible for the payment of all applicable Tax including without limitation local authority rates, single business permit fees, and advertising fees.

4.15 You shall be responsible for obtaining appropriate insurance cover to insure you against all risks including without limitation loss of money, theft, fidelity guarantee, etc.

4.16 You agree to comply with the terms of all schedules forming part of this Agreement and any bulletins, directives or notices as may be published from time to time.

4.17 You shall ensure that an acceptable level of training on the ORANGE MONEY system is provided to all Operators and Assistants in accordance with the ORANGE MONEY guidelines.

4.19.1 You shall be bound by and be responsible for all actions taken by each ORANGE MONEY Operator on your behalf. All actions taken by the ORANGE MONEY Operator shall be deemed to be actions taken by you. You agree to indemnify Orange Money Liberia, or make good any Customer claim, on a full and unqualified basis in respect of any failure and/or negligence of the ORANGE MONEY Operator appointed by you to properly carry out the Transactions.

4.19.2 You shall ensure that each ORANGE MONEY Operator witnesses the transactions performed before him/her and shall sign the Log Book after each transaction is completed.

4.20 Orange Money Liberia reserves the right to reject the appointment of any person as an Operator or Assistant.

4.21 Your conduct in relation to any other agreement with Orange Money Liberia shall be taken into account when determining your suitability to remain an ORANGE MONEY MERCHANT.

## **5. Orange Money Liberia Rights and Obligations**

5.1 Orange Money Liberia retains the right to temporarily or permanently block any of your Outlets from providing the Service at any time if it determines, in its sole discretion, that the Outlet has failed to comply with the terms of this Agreement or the ORANGE MONEY processes, or is otherwise conducting itself in a manner contrary to the best interests of Orange Money Liberia.

5.2 To the fullest extent permissible by law, Orange Money Liberia will not be liable for any costs, loss, liability or damage whether direct, special or consequential, howsoever and when so ever arising from any suspension or termination of this Agreement.

5.3 Orange Money Liberia shall have the right at any time during the Agreement Period to inspect your business operations and your Outlets offering ORANGE MONEY MERCHANT PAYMENT Service to ensure compliance with the terms of this Agreement and the Manual.

5.4 Orange Money Liberia, reserves the right to alter and/or amend the terms and conditions, and charges imposed under which it offers the ORANGE MONEY MERCHANT PAYMENT Service. Said alteration and/or amendment may be 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 Orange Money Liberia' business planning, changes within the industry, recommendations from regulator bodies or for such other reason as it may in its sole discretion determine.

5.5 Orange Money Liberia reserves the right to issue bulletins and notices on general matters of interest to the Merchant as well as to amend this Agreement through bulletins and notices. Notices may be placed on [www.orange.com.lr](http://www.orange.com.lr) or the Dealer Portal. You acknowledge that where such bulletins or notices prescribe new obligations on the Merchant, such new obligations shall have full legal force as if they were contained in this Agreement.

5.6 Orange Money Liberia reserves the right to terminate this agreement under clause 21.4 if your conduct under any other agreement with Orange Money Liberia renders you unsuitable to remain a ORANGE MONEY Merchant.

## **6. Float Provision**

6.1 The ORANGE MONEY Float in your Float account shall at all times during the Agreement Period be your property and shall vary in accordance with the Transactions effected by you as specified in the ORANGE MONEY Manual.

6.2 Any Money standing to your credit in the ORANGE MONEY Float account shall be redeemed upon expiry or earlier termination of the Agreement.

## **7. Record Keeping**

7.1 You must keep proper records in relation to the provision of the Service.

7.2 All ORANGE MONEY Transactions shall be recorded in Log Books which shall at all times remain the property of Orange Money Liberia. Failure to record the particulars of the Customer

transacting before you shall constitute a material breach of this agreement and shall be a ground for termination.

7.3 You agree that you shall record relevant details of the ORANGE MONEY Transactions in the Log Books.

7.4 Upon affecting a Transaction you will get an SMS confirmation of the Transaction to be effected. It is only upon receipt of such SMS confirmation will you proceed to complete the Transaction.

## **8. Fraud Management & Safety**

8.1 You must maintain adequate levels of security at the premises hosting the Outlet. For the avoidance of doubt, 'adequate security' shall include but shall not be limited to closed circuit television cameras, security guards, security locks, burglar proofing, cash-in-transit security escort, ultra violet ray currency readers, etc.

8.2 Orange Money Liberia shall not be responsible or liable for the cost of installing appropriate security measures or the cost of employing security personnel.

8.3 Orange Money Liberia excludes liability for any losses incurred by you or any Operator arising from any theft at the premises, fraudulent transactions or dealings..

8.4 You must observe, and procure the observance in your Outlet of relevant occupational health and safety rules and must comply with any law governing occupational health and safety.

8.5 Orange Money Liberia shall not be liable nor responsible for the costs associated with procuring your compliance with the law in relation to occupational health and safety.

8.6 Orange Money Liberia excludes liability for any losses incurred by any third party as a result of your non-compliance with relevant occupational health and safety rules.

8.7 In the event of any fraudulent loss occasioned in your Outlet an immediate written report of such loss or theft must be forwarded to Orange Money Liberia.

8.8 You will be responsible for keeping each PIN secret and for all Transactions undertaken using each PIN.

8.9 You must for your own protection, keep confidential all PIN or security numbers used for the provision of the Service and ensure that they are not disclosed to anyone other than to the Operators.

8.10 You acknowledge that your calls, emails or SMS messages may be monitored or recorded for use in business practices such as quality control, training, ensuring effective systems operation, prevention of unauthorized use of our telecommunications system and detection and prevention of crime.

8.11 The access and use of the ORANGE MONEY Web Page via the Web Interface by ORANGE MONEY Operators is subject to the policies and guidelines of acceptable information technology usage as may be published by Orange Money Liberia in the Manual.

8.12 You must ensure that Operators only access and provide the Service on your behalf in accordance with the terms contained herein and the Manual. Any action or omission by your Operators which results in any loss or damage, whether monetary or reputational may result in the suspension or termination of your Agreement, with full recovery and/or criminal proceedings initiated to maintain the integrity of the ORANGE MONEY System.

## **9. Acceptable Account Usage:**

9.1. You undertake to use the ORANGE MONEY Service for your business use only in accordance with these Terms and Conditions.

9.2. You shall ensure that none of your Operators or Assistants discloses and/or shares their unique PIN numbers allocated to them to any third party; including other Operators and/or Assistants. Orange Money Liberia shall deem each correct PIN and password entry as being performed by the legitimate Operator or Assistant and shall regard all subsequent transactions as validly completed.

9.3. Orange Money Liberia may suspend or terminate your account if reasonable grounds of suspicion of money laundering or other criminal or fraudulent or unauthorized activities are established.

## **10. ORANGE MONEY Access Responsibility**

10.1. Upon becoming a Merchant you will have access to the ORANGE MONEY web interface accessed through [www.orange.com.lr](http://www.orange.com.lr). Access to the ORANGE MONEY web interface and generally to perform transactions is password protected. You must guard your PIN password and should not disclose it to any third party including ORANGE MONEY Outlet Operators.

10.2. You acknowledge that you and each Operator shall be responsible for the security of issued PINs or passwords.

You are responsible for the instructions given to Orange Money Liberia in relation to your ORANGE MONEY account and for this reason Orange Money Liberia may not be able to detect errors or fraud in the instructions it receives.

10.3. Orange Money Liberia shall deem each PIN and password entry as being performed by the legitimate owner of the ORANGE MONEY account associated therewith, and shall regard all subsequent transactions as valid.

10.4. Orange Money Liberia may grant access to the Orange Money Liberia dealer portal (the "Dealer Portal"). Where such access rights are granted, the following conditions shall apply and must be adhered to:

10.4.1 You will be required to comply with all terms of access issued and directions given by Orange Money Liberia from time to time in relation to the use of the Orange Money Liberia Dealer Portal including security and virus checking procedures.

10.4.2 Your access to and use of the Dealer Portal shall be subject to the right by Orange Money Liberia in its absolute discretion to, at any time, withdraw the access rights granted.

10.4.3 You must ensure that all login IDs and passwords issued by Orange Money Liberia for access of the Dealer Portal are kept secret and only accessible to such personnel as are authorized to access the Dealer Portal;

10.4.4 You must notify Orange Money Liberia immediately upon becoming aware that your login IDs or passwords have become or may have been compromised or become known to unauthorized persons.

10.4.5 You are responsible for any and all access to the Dealer Portal using the log in IDs and passwords issued by Orange Money Liberia, whether or not the access was authorized by you and Orange Money Liberia shall treat each correct ID and password entry as validly performed by you.

## **11. Branding, Promotional Material & Intellectual Property Rights**

11.1. As may be determined from time to time, Orange Money Liberia may provide branding and advertising support materials such as external signage, Orange Money Liberia posters, and internal point of sale material at no cost to you. For the avoidance of doubt, materials that have been supplied to you at no cost shall remain the property of Orange Money Liberia, returnable upon demand or upon termination of this Agreement.

11.2. You shall promptly notify Orange Money Liberia of any actual, threatened or suspected infringement, improper or wrongful use of any Trademarks and Trade names or other intellectual property rights which are the property of Orange Money Liberia or its group of companies which comes to your notice.

11.3. You shall, at no expense to Orange Money Liberia, take all reasonable measures to assist Orange Money Liberia to protect and maintain the intellectual property rights of Orange Money Liberia and shall display conspicuously at the Outlets, and on all stationery and literature used by you, the text as stipulated by Orange Money Liberia from time to time disclosing to the general public that you are authorized by Orange Money Liberia to provide the Service.

11.4. Notwithstanding the provisions of clause 11.3, you acknowledge that you are not a branch or commercial agent of Orange Money Liberia and no agent/principal relationship is hereby created entitling you to assign or otherwise deal with the intellectual property.

11.5. You must conspicuously display at the Outlets the ORANGE MONEY tariff guidelines as updated from time to time.

11.6. You may be required to display at the Outlets such other trade or service marks or copyright notices as Orange Money Liberia may stipulate from time to time.

11.7. You agree that all goodwill accruing to any of Orange Money Liberia's Trademarks and Trade names by virtue of the use thereof by you in accordance with this Agreement shall accrue to Orange Money Liberia and you acquire no rights in any of the said Trademarks or Trade names.

11.8. You shall ensure that you, along with all of your employees, servants and other authorized persons, use such Trademarks and Trade names only in accordance with, and for the purposes of this Agreement. You undertake that neither you nor your employees, sub-agents and other authorized persons, shall use any Trademarks or Trade names or any similar, or deceptively similar copies thereof.

## **12. Commissions**

12.1. In consideration of the provision of the Service, Orange Money Liberia will pay you a Commission based on the number of Transactions carried out by you in accordance with the prevailing Commission rates or tariffs, or using such other criteria that Orange Money Liberia shall, in its sole discretion determine.

12.2. Commissions earned by and payable to you will be rolled up to your Commissions account and paid to you net of any applicable taxes at regular intervals.

12.3. You shall be liable for the payment of any applicable Tax on Commissions earned by you, and you acknowledge that Orange Money Liberia may be required by law to withhold the tax amount applicable to said commission, and remit same to the tax authority. Where Orange Money Liberia withholds Tax in accordance with this clause, Orange Money Liberia shall issue you with a Withholding Tax Certificate for each taxing period.

## **13. The Commission tariffs may be varied by publication of revised rates from time to time.**

You must not make any fraudulent claim for commissions. For the avoidance of doubt a fraudulent claim includes claims arising from the splitting of a transaction into multiple transactions of lesser value. Any Commissions erroneously paid out to you by Orange Money Liberia following a fraudulent claim shall be clawed back and Orange Money Liberia shall reserve the right to suspend or terminate this Agreement forthwith.

## **14. No Income Guarantee**

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



## **15. Intellectual Property**

All intellectual property rights in the ORANGE MONEY service including the ORANGE MONEY trademark are the property of Orange Money Liberia and/or its affiliates. Any reproduction, modification, distribution or republication of ORANGE MONEY materials outside Orange Money Liberia ORANGE MONEY branding guidelines is strictly prohibited.

## **16. Anti-Money Laundering & Suspicious Activity**

16.1. The movement of money through the ORANGE MONEY System which is or which forms part of the proceeds of any crime is expressly prohibited.

16.2. Orange Money Liberia may monitor and report any suspicious account activity to its Anti Money Laundering (AML) Reporting Officer (MLRO). The MLRO may escalate the suspicious activity to the relevant law enforcement authority.

You shall comply with all Know Your Customer and Anti-Money Laundering guidelines and policies as may be notified to you by Orange Money Liberia.

16.3. You must ensure that all your Outlets are adequately trained on AML procedures and practices.

16.4. You acknowledge that you shall be strictly liable for any failure by you or your staff to adhere with prescribed AML guidelines and policies. For the avoidance of doubt the strict liability imposed under this clause means that Orange Money Liberia shall not be obliged to demonstrate your culpability for the acts or omissions of you or your staff.

## **17. Suspension, Termination & Freezing**

17.1. Subject to prevailing law and notwithstanding the provisions of Clause 22 (Prohibited Activities) Orange Money Liberia reserves the right to immediately suspend, terminate or, where compelled by law, to freeze your account or decline to execute your transaction requests if there are reasonable grounds to suspect that an account has been or is being or may be used to receive or send funds in connection with any criminal or fraudulent activity or if governmental authorities require so.

17.2. Either Party may terminate this agreement by giving thirty (30) days' notice of such intent to the other Party. For the avoidance of doubt, notice shall be sufficiently served if delivered by hand or courier Office of either Party, or if sent by recorded mail delivery to the addresses first appearing in this Agreement or any future amendments.

17.3. Without prejudice to the generality of clause 16.2, Orange Money Liberia may, at its discretion, terminate this agreement upon the occurrence of any breach of this agreement whether or not notice of remedy of the breach has been given by Orange Money Liberia and whether or not the breach has been remedied.

The suspension or termination of any other agreement with Orange Money Liberia shall render this agreement suspended or terminated (as the case may be).

17.4. Upon the termination or the natural expiry of the Agreement the following conditions shall apply:

17.4.1 You shall not hold yourself out as being ORANGE MONEY MERCHANT and shall immediately cease providing the Service.

17.4.2 Subject to any rights of set off in respect of any claims against you, you will be entitled to receive any Commissions fees earned as at the date of termination and shall not be entitled to claim for any other costs, expenses whatsoever arising directly or indirectly from any loss of business.

17.4.3 The balance outstanding in the ORANGE MONEY Float shall be returned to you.

17.5. Upon termination of this Agreement for any reason you shall have no claim against Orange Money Liberia for compensation for loss of income, distribution or other rights, loss of goodwill or any similar loss.

17.6. Upon termination of this Agreement no Commission shall be payable or liable to be paid to you in respect of any period after the date of such termination.

17.7. Where this Agreement is terminated as a result of any fraudulent claims for commissions having been made by you, Orange Money Liberia shall reserve the right to claw back any such fraudulent commissions as may have been paid out.

17.8. Subject to any provision to the contrary, the termination of this Agreement howsoever caused shall be without prejudice to the continuation of any provision which expressly or by implication comes into operation or continues in force after the date termination and shall be without prejudice to any rights and liabilities of the Parties which may have already accrued prior the date of termination.

17.9. Orange Money Liberia reserves the right to impose such other reasonable sanctions as the situation may warrant for any breach of this agreement.

## **18. Prohibited Activities**

The following acts and omissions are prohibited and shall incur the sanctions contained in Schedule [1] to the agreement (as updated from time to time. This list is not exhaustive and may be updated by amendments to Schedule [1] from time to time:

- i. Facilitation of fraudulent over-the-air swaps and
- ii. Subsequent loss of customer's funds either to agency employee(s) or to accomplice fraudsters
- iii. Failure to report suspicious activity
- iv. Tipping off
- v. Failure to verify Customer IDs when transacting
- vi. Signing the log Book on behalf of customer
- vii. Failure to complete transactions in Log Book
- viii. Withdrawing Customer float without Customer consent
- ix. Charging customers for transactions outside the system
- x. Soliciting Customer ORANGE MONEY PINS
- xi. Irregular relocation of Orange Money activity without prior consent and audit from Orange Money Liberia
- xii. Mobile Equipment applications for non-existent outlets
- xiii. Falsifying information to secure Mobile Equipment
- xiv. Failure to provide web support to Outlets

## **19. Representations, Warranties and Limitation of Liability**

19.1. Orange Money Liberia shall use all reasonable efforts to ensure that all transaction requests are processed in a timely manner. However, Orange Money Liberia makes no representations or warranties as to continuous, uninterrupted or secure access to the ORANGE MONEY service, which may be affected by factors outside Orange Money Liberia's control, or may be subject to periodic testing, repair, upgrade or maintenance.

19.2. Orange Money Liberia makes no representations or warranties as to the legality of the transactions you or any ORANGE MONEY system Participant undertakes.

19.3. Orange Money Liberia will not be under any liability for any loss or damage or injury to you howsoever arising and will not be under liability in respect of any claim made against you by any third party including without limitation any liability arising out of any product liability legislation.

19.4. Orange Money Liberia shall not be under any liability for any direct, indirect, consequential or contingent loss or damage costs, expenses or other claims for consequential compensation howsoever arising and whether foreseeable or not.

19.5. You shall indemnify Orange Money Liberia, and keep Orange Money Liberia indemnified, from and against any and all loss, damage or liability, whether criminal or civil, suffered, any legal fees and costs incurred by Orange Money Liberia resulting from a breach of this Agreement by you including breaches caused by any act, neglect or default of your employees, or any third party claim in respect of any matter arising from your conduct, provided that the liability has not been incurred through any default by Orange Money Liberia in relation to its obligations under this Agreement.

19.6. Except as provided herein Orange Money Liberia's liability shall not whether in contract, tort or otherwise exceed in aggregate for any breach or breaches the sum of LBD100, 000.00 (Liberia Dollars One Hundred Thousand Only). Orange Money Liberia shall have no liability in respect of any claim unless notice thereof shall have been served upon Orange Money Liberia at its registered office within one month of the cause of Action arising and proceedings in respect of the same shall have been issued no later than 6 months thereafter.

19.7. You shall indemnify Orange Money Liberia from and against any and all loss, damage or liability, whether criminal or civil, suffered, any legal fees and costs incurred by Orange Money Liberia resulting from a breach of this Agreement by you including breaches caused by any act, neglect or default of your employees, assistants or sub-agents, or any third party claim

in respect of any matter arising from your conduct, provided that the liability has not been incurred directly through any default by Orange Money Liberia in relation to its obligations under this Agreement.

## **20. Right of Set Off**

Orange Money Liberia shall have the right to offset any sums due to you hereunder against any sums due and owing to Orange Money Liberia by you whether under this Agreement or otherwise.

## **21. Dispute Resolution and Governing Law**

21.1. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Liberia.

21.2. You may contact Orange Money Liberia Customer Care (line 333) for any disputes, claims or to report account discrepancies or system issues. Orange Money Liberia Customer Care shall handle the report in accordance with Orange Money Liberia's standard complaint handling procedures.

21.3. Any dispute arising out of or in connection with this Agreement that is not resolved by Orange Money Liberia Customer Care shall be referred to arbitration by a single arbitrator to be appointed by agreement between the parties or in default of such agreement within 60 days of the notification of a dispute, upon the application of either party, by the Chairman for the time being of the Liberia Branch of the Chartered Institute of Arbitration. Such arbitration shall be conducted in the English language in Monrovia in accordance with the Rules of Arbitration of the said Institute and subject to and in accordance with the provisions of the Arbitration Act 1995 or its successor legislation.

21.4. To the extent permissible by Law, the determination of the Arbitrator shall be final, conclusive and binding upon the parties hereto.

## **22. Disclosure**

22.1. You hereby expressly consent and authorize Orange Money Liberia to disclose any transaction data or information pertaining to your ORANGE MONEY accounts to any law enforcement, investigative or regulatory authority including without limitation the Liberia Police, Central Bank of Liberia, Liberia Anti-Corruption Authority or any Anti-Money Laundering authority for the purposes of any genuine enquiry or investigation.

22.2. You acknowledge that Orange Money Liberia may be required by law to surrender funds in your account to any fund that may be created for the purpose of recovering the proceeds of crime.

You acknowledge that Orange Money Liberia may retain your transaction data for a period of up to seven (7) years or as may be required by any law or regulation.

## **23. General**

23.1. You acknowledge that the terms of this Agreement are each severable and subject to amendment, modification or deletion if required by, or found to be in conflict with, applicable law or regulation or otherwise without affecting the validity or enforceability of the remaining terms and conditions.

23.2. This Agreement together with the manuals constitute the entire agreement between the parties with respect to the subject matter hereof and supersede and replace any and all prior agreements. In the event of inconsistency between this Agreement and the manuals, the terms of this Agreement will prevail, save to the extent as may have been reserved.

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

23.4. Save as provided in this Agreement, you may not transfer any rights or obligations you may have under this Agreement without Orange Money Liberia's prior written consent. Orange Money Liberia reserves the right to transfer this Agreement and all rights or obligations under this Agreement without your approval or consent.

23.5. Orange Money Liberia's rights shall not be prejudiced or restricted by any indulgence or forbearance extended by Orange Money Liberia or by any delay in exercising or failure to exercise any right and no waiver by Orange Money Liberia of any breach of these terms and conditions shall operate as a waiver of any subsequent breach.

23.6. No provision of this Agreement creates a partnership between the Parties or makes a Party a commercial agent of the other Party for any purpose. Except as herein expressly provided, a Party has no authority or power to bind, to contract in the name of, or to create a liability for the other Party in any way or for any purpose.

## **24. Orange Compliance ethics**

1. The development of Orange SA and Orange Liberia are based on a set of values and guidelines set out in the documents entitled for Orange the "Orange Group Code of Ethics" and the "Orange Group's anti-corruption policy" available at [www.orange.com](http://www.orange.com) and for Orange Liberia.

These documents represent the Parties' commitments to comply with all national, European and international legal and regulatory provisions applicable to them in the course of their business including, without limitation, the Universal Declaration of Human Rights, International Labour Organization standards, OECD guidelines (particularly regarding efforts to fight corruption), the US Foreign Corrupt Practices Act, the UK Bribery Act, Law n. 2016-1691 of 9 December 2016 relating to the transparency, the fight against corruption and the modernization of the economic life (also called "Loi Sapin II Act"), and the French criminal code pertaining to financial and economic misdemeanors and crimes as well as international trade sanctions (embargoes) including any sanctions that may be in force as a result of a resolution passed pursuant to Chapter VII of the UN Charter by the UN Security Council, any sanction that may have been imposed by the European Union (including DGT and OFSI), the United States Government (including OFAC), the French Government or applicable law, and watch list. These lists

are, notably, the "Consolidated Travel Ban and Assets Freeze List" published by the United Nations Sanctions Committee, the "Specially Designated Nationals and Blocked Persons list" maintained by the OFAC, and the consolidated list of people, groups and entities subject to EU financial sanctions (the "Rules").

2. In case of modification of the legal and/or regulatory framework as well as any judicial decision that would imply violation of the Rules by one of the Parties, the Parties agree to introduce without any delay the relevant modification(s) in the Agreement to remedy it.

3. Each Party undertakes and requires its shareholders, officers, directors, employees, affiliates, sub-contractors and each respective representative:

3.1 to have taken all appropriate direct and indirect means necessary to implement a compliance framework in order to comply with the Rules and to maintain its effectiveness and,

3.2 that (i) all shareholders, directors, employees, officers, affiliates and sub-contractors and each respective representative directly or indirectly involved in the performance of the Agreement and (ii) every direct and indirect technical, financial and operational means necessary for the performance of the Agreement, comply with the Rules;

4. In order to ensure compliance with the Rules for the duration of the Agreement, the Parties (i) shall provide at all times to the other Party all elements requested to establish such compliance and (ii) shall inform the other Party, when they know or have reason to know, of any failure to comply with the Rules by someone listed in section 3, as well as the corrective measures adopted to ensure compliance with the Rules.

5. In the event that a failure by one of the Party to comply with the Rules and undertakings mentioned above is detected, the other Party shall have the right to terminate the Agreement under the provisions set forth herein.

## **25. Personal data protection**

The Parties acknowledge that in providing Services, each Party may process data relating to individual persons ("Personal Data"), including, without limit, transferring it outside the country in which it is collected and/or disclosing it to third parties. Each Party will have in place adequate technical and organizational security measures so that the confidentiality of this processing complies with applicable laws relating to the protection of Personal Data in Liberia ("Data Protection laws").

## **26. Force majeure**

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

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

## **27. Construction and interpretations**

The headings contained in this Agreement and the Schedules are for ease of reference only and shall not be taken into account in the construction or interpretation of any provision to which they refer.

This Agreement may be signed in any number of counterparts, all of which shall constitute one and the same instrument. This Agreement may be executed on behalf of Orange Money Liberia by its authorized representative using any form of electronic or digital execution including the use of a digitally scanned signature image and the Agent acknowledges that such execution shall have the full force and effect of a physical signature

I \_\_\_\_\_  
(Name) being a

Director of \_\_\_\_\_

And duly authorized on its behalf to execute this agreement, hereby agree and acknowledge that I have read and understood these terms and conditions and agree to be bound by them.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witnessed by: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Orange Money Liberia, Inc.**

**Designation: CEO**

Name:

\_\_\_\_\_  
(Duly authorized officer on behalf of **Orange Money Liberia, Inc.**)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witnessed by: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## APPENDIX 1

### MERCHANT TERMS OF REFERENCE

Any modification of the terms of reference must be beforehand validated by Orange Money Liberia and the Merchant.

#### **1/ Merchant prerequisites**

- Be a physical person or a legal entity with its head office in Liberia.
- Prove its registration to the business register of Liberia.

#### **2/ Availability and promotion of the Service**

##### **\* 2.1 Availability of the Service**

- Make the MERCHANT PAYMENT Service available for every Orange Money customer wishing to settle its purchases by using the ORANGE MONEY MERCHANT PAYMENT Service (“the Service”)

##### **\* 2.2 Promotion of the service**

- The Merchant will highlight the trade material provided by Orange Money Liberia
- During the promotional events organized by Orange Money Liberia, the Merchant will host in his points of sale the Orange Money Liberia agents and will put at their disposal the necessary spaces.

#### **3/ Orange Money Liberia control and payments monitoring**

##### **\* 3.1 Control**

Orange Money Liberia will proceed to systematic data integrity checks between information received from the Merchant and information available in the Orange Money system.-

##### **\* 3.2 Orange Money merchant payments monitoring**

- The Merchant and Orange Money Liberia ensure the payment of the invoices made available in the Orange Money system. According to a periodicity which will be defined by the Merchant, Orange Money Liberia will send the billing components in an excel file.
- The Merchant informs Orange Money Liberia of all the noticed anomalies  
Orange Money Liberia informs the Merchant of all the noticed anomalies

#### **4/ Use of the Trade mark**

- The Merchant is committed to use the branding and advertising material provided by Orange Money Liberia only for the Service promotion
- The merchant is committed to use only the branding and advertising material provided by Orange Money Liberia for the Service promotion
- The merchant is committed to use the Orange Money brand only for the Service promotion
- The Merchant is committed to take care of the branding and advertising material and to warn Orange Money Liberia in case of degradation of the material

#### **5/ Merchant refund**

##### **\* 5.1 Merchant refund after purchase of goods and/or services**

- According to a periodicity which will be defined by the Merchant, Orange Money Liberia will debit the Merchant Orange Money account in return of a refund in scriptural money in the Merchant bank account.
- Refund amount will be the total amount of the purchases done by using the Service during the concerned period, after deduction of the commission fixed in the Agreement.

## Orange Money Tariff Buy goods and services

When customer pays of goods and services

### USD Tariff

Min	Max	Merchant Payment
1	2000	1.3%

### LRD Tariff

Min	Max	Merchant Payment
120	240000	1.3%

### Example of 1.3% Fee

- If \$5 is paid, there will be a charge of **\$0.065** ( $5 * 0.013$ ).
- If \$10 is paid, there will be a charge of **\$0.13** ( $10 * 0.013$ ).
- If \$20 is paid, there will be a charge of **\$0.26** ( $20 * 0.013$ ).
- If \$25 is paid, there will be a charge of **\$0.325** ( $25 * 0.013$ ).
- If \$50 is paid, there will be a charge of **\$0.65** ( $50 * 0.013$ ).