



ORANGE MONEY AGENT AGREEMENT

1. Preface

This agreement forms the contract **between:**

Orange Money Liberia Inc. whose principal place of business is at 13th street, Tubman Boulevard, Monrovia, Liberia, hereinafter referred to as “Orange Money Liberia”.

and

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

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

This Agreement takes effect on _____ 20_ _ (the Effective Date) and shall continue for a period of one (1) year (“initial term”). Subject to the satisfactory performance of the Agent of its obligations under this Agreement, the Agreement may roll over for subsequent renewal terms of one calendar year each unless either Party has given written notice to the other at least thirty (30) days prior to the schedule expiration of its election not to extend the Agreement.

As used in this Agreement, “you” means the entity applying to become an **ORANGE MONEY Agent**; 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 Mobile Microfinance Account (MMF), 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 Service**.

“**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 from each Outlet and “**Float Account**” shall mean the Outlet’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.

“**Force Majeure**” means any cause beyond a Party’s reasonable control affecting the performance by a Party of its obligations hereunder including but not limited to acts of God, lightning, flood, exceptionally severe weather, acts of terrorism, fire, explosion, earthquake, war, riot, civil disorder, strikes, lockout or other industrial disputes, acts or decisions of government or other competent regulatory authorities or compliance therewith, the imposition of sanctions or other trade restrictions.

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

“**Mobile Phone**” means the electronic device used for mobile voice or data communication over ORANGE’S 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 authorised by you to conduct transactions on the ORANGE MONEY System;

“**Outlet**” 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 Liberia Limited Network;



“**SIM Card**” means the subscriber identity module which is issued to the Agent by Orange Money Liberia, 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 Agent for the purposes of providing Mobile Money Services at the head office or store level 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 Holding;

“**Trust Deed**” means together the Declaration of Trust dated DDMMYYYY and the Amendment Deed dated DDMMYYYY 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. These documents are available for inspection at www.Orange.com.lr.

3. Service Description

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

3.2. The ORANGE MONEY Service enables registered users to send money and receive payments using their mobile phone.

3.3. Upon appointment as an ORANGE MONEY Agent by virtue of this Agreement, you are required to assist Orange Liberia Limited subscribers to register for the ORANGE MONEY Services by having the subscriber complete the ORANGE MONEY Registration Form. Orange Money Liberia may in its absolute discretion restrict or limit the number of accounts a Customer may operate at any one time.

3.4. Orange Money Liberia operates the ORANGE MONEY transfer service that allows Participants to send and receive payments.

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

3.6. 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.

3.7. 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.

3.8. You acknowledge that ORANGE MONEY is neither a bank, financial institution nor a deposit-taking institution and does not offer banking services or credit facilities.

3.9. You acknowledge that ORANGE MONEY Service is provided in a non-exclusive basis.

4. Registering Customers

4.1. You are required to register Customers on the ORANGE MONEY System subject to the Customer meeting the minimum requirements set out below.

4.2. When registering a Customer, you must verify that the Customer is at least 18 years old and ascertain if such Customer is of sound mind and is capable of using the ORANGE MONEY Service.

4.3. You must ensure that the Customer has a registered Orange SIM card through which he/she may access the ORANGE MONEY services.

4.4. You must ensure that the Customer completes the application form available at your outlets and/or on the Orange Liberia Limited's /ORANGE MONEY website and submit it to Orange Money Liberia when duly completed and signed by the Customer.

4.5. You must ensure that the Customer has provided sufficient proof of identification (ID). For the purpose of this agreement, sufficient proof of ID shall be National ID, Driver's license, passport, work permit, voter's registration card, school, work or any organization ID card, laissez-passer, certified letter from a third party as a referee if the Customer is a Liberian national; Current original Alien Certificate or Passport or Residence Permit if the Customer is a foreign national residing in Liberia. Copies of the ID provided shall be transmitted to Orange Money Liberia.

4.6. You must ensure that the Customer has provided an active address and phone number and take such reasonable steps as would satisfy you that the information provided is not false, inaccurate, incomplete or misleading and that the documents provided are genuine.

5. Agent Rights and Obligations

5.1 Your primary obligations as a Agent are to register new Customers and to perform cash in and cash out services. You may facilitate other Transactions as necessary such as reversals.

5.2 You shall be equipped at your own expense with a compatible phone in order to be able to use the Orange Money Liberia registration application. Your Mobile Equipment shall be at least a 3G smartphone.

5.3 Your entitlement to remain as an ORANGE MONEY Agent is subject to your compliance in all respects and at all times with your obligations as set out in this Agreement, the general provisions of the Manual and any bulletins, notices or directives that may be issued by Orange Money Liberia.



5.4 You may appoint such number of Operators as are necessary to perform the Services subject of the Agreement, with due regard to the Operator's moral probity to carry out the Services.

5.5 Upon appointment as a Agent each ORANGE MONEY Operator appointed by you 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.

5.6 You will ensure that cash payments are only paid (i) upon sufficient sums being available in your Cash Float at the relevant Outlet, and (ii) upon checking the accuracy and completeness of the information contained in the SMS from ORANGE MONEY and (iii) upon being reasonably satisfied that the recipient of the cash sums is the owner of the mobile phone from which the SMS message is being transmitted, by cross-checking the Customer's ID against the details provided in the SMS.

5.7 In the event that you have insufficient Cash sums available at the relevant Outlet to effect the Transaction, you must decline to carry out the Transaction.

5.8 Orange Money Liberia shall replace all lost SIM cards and all or any SIM card damaged from general wear and tear, other than in respect of any loss or damage caused by your negligence or lack of care, in which case any replacement shall be at your cost.

5.9 You may only use the ORANGE MONEY Trademarks and Trade names for the purpose of promoting and providing ORANGE MONEY Services during the Agreement Period and for no other purpose whatsoever.

5.10 You may only provide ORANGE MONEY Services using the tariffs programmed in your Mobile Equipment 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.

5.11 You may only provide ORANGE MONEY Services at the agreed Outlets within the Transactional Limits placed on such Outlets.

5.12 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.

5.13 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.

5.14 You may sub contract the provision of ORANGE MONEY Services to suitable sub-contractors (sub-agents) at no cost to the sub-contracted person or entity PROVIDED that you adhere with the following requirements:

5.14.1 You must ensure that the sub-agent is morally fit and proper to conduct the Services. To this end you must ensure that the sub-agent is of good standing.



- 5.14.2 You must maintain a copy of sub-agent contract and submit the original version, signed by Orange Money Liberia, to the sub-agent.
- 5.14.3 You must declare to Orange Money Liberia the acquisition of any sub-agent outlet.
- 5.14.4 You must provide Orange Money Liberia with the location and contact details of all sub-agent outlets. These details should be sent to ORANGE MONEY@Orangegsm.com as soon as possible
- 5.14.5 You must ensure a monthly visitation of the sub-agent outlets to ensure their compliance with ORANGE MONEY processes and procedures.
- 5.14.6 You must ensure that the outlets adhere to the set standards (KYC/AML/BRANDING/MERCHANDISING).
- 5.14.7 You must notify Orange Money Liberia regarding any compliance issues arising from the sub-agents.
- 5.14.8 You must ensure sub-agents maintain adequate float in their outlets.

Any Operator appointed by the sub-agent shall be deemed by Orange Money Liberia to have been appointed by you and you shall be responsible for the actions of such Operator.

Failure to adhere to any of the above requirements will render you in breach of your obligations under this Agreement, reserving unto Orange Money Liberia the right to suspend or terminate this Agreement. You acknowledge that the failure of any sub-agent to adhere with ORANGE MONEY processes, procedures, or whose actions reflect negatively on your performance of this agreement shall render this Agreement liable to termination at Orange Money Liberia's discretion.

5.15 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's written approval.

5.16 As an entity, you are allowed to do business with other companies that offer Mobile Money services.

5.17 As a licensed ORANGE MONEY agent you have the right to display ORANGE MONEY symbols and logo.

5.18 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.

5.19 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.

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

6. Orange Money Liberia Rights and Obligations

6.1 Orange Money Liberia retains the right to temporarily or permanently block any or all your Outlets (whether or not personally operated or by sub-agents) from providing the Services 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, procedures, KYC or AML requirements, or is otherwise conducting itself in a manner contrary to the best interests of Orange Money Liberia.



6.2 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.

6.3 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 Liberia services to ensure compliance with the terms of this Agreement and the Manual.

6.4 Orange Money Liberia shall provide functionality to you to ensure that: - upon a ORANGE MONEY Payment being made by you, Orange Money Liberia will reflect the payment by the credit of an equivalent amount to your ORANGE MONEY Float within 12 hours of being notified by the Trustee that the funds are cleared; that Customer ORANGE MONEY Accounts are credited with Money when Customers Make Payments to you. Orange Money Liberia will further provide you with functionality via Web Interface to:-

6.4.1 Monitor the ORANGE MONEY Float balances at each Outlet on a daily and weekly basis and to redistribute ORANGE MONEY Float balances between Outlets, as levels of business demand.

6.4.2 Monitor their ORANGE MONEY Payments into, and withdrawals from the ORANGE MONEY Account.

6.4.3 View and download basic reports about your outlets ORANGE MONEY Services activity.

6.5 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 Services. Said alteration and/or amendment may be as a direct result of new legislation, statutory instrument, Government regulations or licences, rates of exchange, imposition or alteration of government tax or as a result of any review of Orange Money Liberia's business planning, changes within the industry, recommendations from regulator bodies or for such other reason as it may in its sole discretion determine.

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

6.7 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 or Orange Liberia Limited renders you unsuitable to remain an ORANGE MONEY Agent.

7. Operation and Maintenance of the Float

7.1 You shall be required to provide ORANGE MONEY Services from your Outlet(s) and to provide and maintain the Floats to such level as will be sufficient to cover all Transactions to be undertaken from each of the Outlets at all times during the Agreement Period.

7.2 You shall undertake the management and maintenance of the Floats and shall ensure that the Float at each Outlet is balanced daily as specified in the Manual.

7.3 You agree that if the balance of any of the Floats falls below the limits specified from time to time by Orange Money Liberia, you shall make reasonable amends to restore the Floats to a sufficient level.

7.4 If the ORANGE MONEY Float falls below 25% of the agreed Float value on any material day, immediate remedial action will be required to rectify the balance. For the avoidance of doubt, "immediate



remedial action” shall mean action taken by you on the material day to remedy the situation within the shortest possible time.

8. Float Provision

8.1 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.

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

9. ORANGE MONEY Operator Registration

9.1 You will appoint a primary ORANGE MONEY Operator within each Outlet, who will be responsible for registering other ORANGE MONEY Operators within the Outlet using the menu on the ORANGE MONEY Mobile Equipment. You shall register each ORANGE MONEY Operator and issue such ORANGE MONEY Operator with a SIM card, so that the person effecting the Transactions can be identified and recorded.

9.2 The duly appointed ORANGE MONEY Operator may perform ORANGE MONEY Transactions on your behalf using a Mobile Equipment associated with that Outlet's ORANGE MONEY Float. The information needed to register an ORANGE MONEY Operator shall be:

- Operator's Name
- Operator's National ID number
- Operator's associated ORANGE MONEY agent number

9.3 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.

9.4 Each ORANGE MONEY Operator should be held responsible for their negligence and conduct there off. Any liability that the agent incurs will be borne by the ORANGE MONEY Operator.

9.5 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.

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

10. Record Keeping

10.1 You must keep proper records in relation to the provision of ORANGE MONEY Services by you, including the registration particulars of each Customer as stipulated by Orange Money Liberia from time to time.

10.2 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.

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

10.4 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.

11. Fraud Management & Safety

11.1.1 ORANGE as an institution adheres to strict standards of anti-corruption and anti-bribery and totally prohibits such acts.

Hence, the Parties shall operate in strict compliance with ORANGE's Anti-corruption and anti-bribery policies and shall ensure that the Parties shall not be involved into activities leading to bribery, and/or connive with either personnel of the Parties, or any other individual(s) for the sole purpose to commit bribery and/or other vices inimical to the Parties and Anti-bribery Policy.

11.2 It is also agreed that the Parties shall neither be involved into corrupt activities which are detrimental to the Parties, nor connive with either personnel of the Parties to defraud Customers of either Parties. Where any connivance is noticed which may lead to loss to the Parties, the Party or its agent responsible shall fully be responsible for such loss and shall pay or cause to pay for such loss.

11.3 Orange Money Liberia excludes liability for any losses incurred by you or any Operator or sub-agent arising from any theft at the premises, theft during cash transit, fraudulent transactions or dealings including without limitation, the receipt by an Operator of counterfeit currency.

11.4 You must observe, and procure the observance by your Outlets and sub-agents of relevant occupational health and safety rules and must comply with any law governing occupational health and safety.

11.5 Orange Money Liberia shall not be liable nor responsible for the costs associated with procuring yours or your sub-agent's compliance with the law in relation to occupational health and safety.

11.6 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.

11.7 In the event of any fraudulent loss occasioned to your Outlets an immediate report should be sent to the police and then a letter to Orange Money Liberia either oral or written upon availability of case situation.

11.8 You will be responsible for keeping each PIN secret and for all Transactions undertaken using each PIN. You shall indemnify and keep Orange Money Liberia indemnified at all times against any and all costs, expenses, actions, claims, demands and damages howsoever and when so ever arising as a result of the wrongful and/or negligent use of the Terminals provided to the Agent or the PIN.

11.9 You must not use your Orange Money Mobile Equipment to commit any offence(s) against Liberian Law including without limitation, operating the Mobile Equipment in a foreign country. In the event of any breach of any law, you may face suspension and/or termination of this Agreement forthwith and/or prosecution or other legal proceedings at your sole risk as to costs and damages.

11.10 You must for your own protection, keep confidential all PIN or security numbers used with the Mobile Equipment for the provision of the ORANGE MONEY Services and ensure that they are not disclosed to anyone other than to Operators.

11.11 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.



11.12 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.

11.13 You must ensure that Operators only access and provide ORANGE MONEY Services 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 administrative or punitive actions.

12. Acceptable Account Usage

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

12.2. You may not use the ORANGE MONEY System to facilitate the cashing out of international remittances unless expressly authorised by Orange Money Liberia to do so.

12.3. You shall ensure e 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

12.4. PIN and password entry as being performed by the legitimate Operator or Assistant and shall regard all subsequent transactions as validly completed.

12.5. 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.

13. ORANGE MONEY Access Responsibility

13.1. Upon becoming a Agent you will have access to the ORANGE MONEY web interface accessed through 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.

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

13.3. 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.

13.4. 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.

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

13.5.1 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 Liberia Limited Dealer Portal including security and virus checking procedures.

13.5.2 Ethic discretion to, at any time, withdrawing the access rights granted.

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13.5.3 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 authorised to access the Dealer Portal;

13.5.4 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 unauthorised persons.

13.5.5 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 authorised by you and Orange Money Liberia shall treat each correct ID and password entry as validly performed by you.

14. Uploading Money

14.1. Whenever Money is uploaded into the ORANGE MONEY System by a Customer at your Outlet, the Customer will pay you an amount of cash equal to the Money entered into the ORANGE MONEY System during the transaction and the Customer's ORANGE MONEY account will be credited with the Money uploaded. Your Float Account will be debited with the amount of cash uploaded into the ORANGE MONEY System. Any commission earned will be credited to your Commission Account in the ORANGE MONEY System.

14.2. You agree that before a Customer uploads Money, you shall ensure that the Customer provides the information requested, including passing the identity and security validation and verification procedures to ascertain that the Customer before you is the owner of the account.

15. Redemption of Money

15.1. Customers may withdraw their Money at any time by accessing and following the prompts on their phone's ORANGE MONEY menu.

15.2. Whenever Money is redeemed by a Customer at your Outlets, the relevant Money will be erased from the Customers' ORANGE MONEY Account by way of a Debit and you will pay the Customer an amount in cash equal to the amount of Money redeemed. Your Float Account will be credited with the amount of Money paid to the Customer during redemption. You will earn a commission for the successful redemption of Money by Customers.

16. Branding, Promotional Material & Intellectual Property Rights

16.1. 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.

16.2. 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.

16.3. You shall, at the expense of 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 authorised by Orange Money Liberia to provide the ORANGE MONEY Services.



16.4. Notwithstanding the provisions of clause 16.3, 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.

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

16.6. 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.

16.7. 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.

16.8. You shall ensure that you, along with all of your employees, servants and other authorised 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 authorised persons, shall use any Trademarks or Trade names or any similar, or deceptively similar copies thereof.

17. Commissions

17.1. In consideration of the provision of ORANGE MONEY Services, Orange Money Liberia will pay you a Commission based on the number and type 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.

17.2. 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.

17.3. 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.

17.4. The Commission tariffs may be varied by publication of revised rates from time to time.

17.5. 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.

18. 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 ORANGE MONEY Services and no reliance should be placed on any statements or projections provided, whether verbally or in writing in this respect.



19. Intellectual Property

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

20. Anti-Money Laundering & Suspicious Activity

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

20.2. 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.

20.3. 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.

20.4. You must ensure that all your Outlets are adequately trained on AML procedures and practices. For the avoidance of doubt, it shall be your sole responsibility to ensure that any sub-agent appointed is adequately trained on AML and adheres with the AML guidelines and policies.

20.5. You acknowledge that you shall be strictly liable for any failure by you or your Outlets or any sub-agent appointed by you 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 your Outlets or appointed sub-agents.

21. Suspension, Termination & Freezing

21.1. 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.

21.2. 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 to the Head Office of either Party, or if sent by recorded mail delivery to the addresses first appearing in this Agreement or any future amendments.

21.3. Without prejudice to any other termination right granted under this Agreement, Orange Money Liberia may, as of right, suspend and/or terminate the Service, and/or this Agreement, affected by the circumstances described below, with immediate effect and without incurring any liability nor compensation of any kind to the other Party, in the following circumstances

- (i) In the event the latter Party is in material breach of its obligations hereunder and where such breach is not remedied within five (5) business days of providing written notice to the defaulting Party thereof;
- (ii) To the extent permitted by law, in the event of insolvency of the Agent or the institution of voluntary or involuntary proceedings in bankruptcy or under any other insolvency law, or

- any arrangement with creditors or corporate reorganisation or receivership or dissolution of either Party (execution of any third party financing agreement(s) shall not constitute a cause of exercise of the rights herein);
- (iii) If it is required to do so by a governmental, judicial or regulatory authority having jurisdiction.
 - (iv) In the event of suspension or withdrawal of the license to provide or use the Service, this Agreement shall immediately be terminated as from the effective date of either event and by the very fact of their occurrence.
 - (v) a serious Default by the Agent of its obligations by virtue of Clause 28 (Compliance) and clause 31 (Personal data protection);
 - (vi) If Customer's use or anyone using Customer's access of the Service is unlawful, damaging, or potentially unlawful or damaging, to Services and/or to Supplier Network, Supplier shall notify Customer with the details of such unlawful use or damage and shall require Customer to immediately rectify such situation. If Customer fails to rectify the situation immediately, Supplier shall be entitled to suspend the provision of the Service until Customer has duly proven to Supplier that the cause of the unlawful use or damage has been remedied. In the event that Customer fails to do so within thirty (30) days of the suspension or disconnection, Supplier may terminate the relevant Service without prior notice.

21.4. The suspension or termination of any other agreement with Orange Money Liberia or Orange Money Liberia Limited shall render this agreement suspended or terminated (as the case may be). By way of illustration but not so as to limit the circumstances contemplated under this clause, if a Agent's Orange Money Liberia Dealer Agreement is terminated for reasons of breach of contract, fraud or otherwise, Orange Money Liberia may, for that reason alone, terminate the ORANGE MONEY Agent Agreement.

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

21.5.2 You shall not hold yourself out as being ORANGE MONEY Agent and shall immediately cease providing ORANGE MONEY Services.

21.5.3 You (and any related entity) shall be disqualified from applying afresh to become a sub-agent under any another Agent. For the avoidance of doubt, Orange Money Liberia may lift the corporate veil in vetting any applications received from you or a related entity and may reject any such applications.

21.5.4 You shall cease forthwith upon termination to use the Trade names and Trademarks associated with the ORANGE MONEY Service.

21.5.5 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.

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

21.6. 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.

21.7. 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.



21.8. 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.

21.9. 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.

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

22. 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.Registration of multiple Customers using one identification document
- ii.Facilitating the registration of fraudsters in prison and other similar sites
- iii.Fraudulent SIM swap by Operator to defraud customers
- iv.Facilitation of fraudulent over-the-air swaps and subsequent loss of customer's funds either to agency employee(s) or to accomplice fraudsters
- v.Remote withdrawal of fraudulently acquired funds
- vi.Direct deposit of fraudulently acquired funds into Customer's account
- vii.Failure to report suspicious activity
- viii.Tipping off
- ix.Failure to refer to acceptable form of Identification when registering customers
- x.Incomplete registration forms
- xi.Failure to verify Customer IDs when transacting
- xii.Acceptance of ID copies at the point of registration or transaction
- xiii.Acceptance of IDs that do not conform to the acceptable form of IDs
- xiv.Signing the log Book on behalf of customer
- xv.Failure to complete transactions in Log Book
- xvi.Failure to transfer e-money despite receipt of cash from Customer
- xvii.Short-changing the customer by giving less cash or e-money than is due to Customer
- xviii.Withdrawing Customer float without Customer consent
- xix.False registrations to earn undeserving commissions
- xx.Multiple registrations without correct Customer names and/or ID numbers
- xxi.Breaking down of deposits to earn more (undeserving)commission
- xxii.Fraudulent deposits to earn undeserving commissions
- xxiii.Soliciting money from sub-agents in exchange for Terminals or with the promise of making one a sub-agent
- xxiv.Selling or otherwise trading ORANGE MONEY Mobile Equipment
- xxv.Charging customers for registrations
- xxvi.Charging customers for transactions outside the system
- xxvii.Charging customers for SIM replacements above normal price
- xxviii.Soliciting Customer ORANGE MONEY PINS
- xxix.Facilitating direct deposits to Customer ORANGE MONEY account or to unregistered subscribers to avoid charges
- xxx.Sharing of PINs by Outlet Assistants
- xxxi.Non-compliance with the required float rule (1.5 X both float and cash)



- xxxii. Not maintaining minimum LBD20,000 float per Outlet
- xxxiii. Irregular relocation of Mobile Equipment without prior consent and audit from Orange Money Liberia
- xxxiv. Mobile Equipment applications for non-existent outlets
- xxxv. Falsifying information to secure Mobile Equipment
- xxxvi. Failure to provide web support to Outlets or sub-agents

23. Representations, Warranties and Limitation of Liability

23.1. 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.

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

23.3. 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.

23.4. 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.

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

23.6. The ORANGE MONEY Operator will take full responsible for the gross negligence and conduct of their staff during the conduct of business with ORANGE MONEY.

24. Right of Set Off

Orange Money Liberia shall have the right after notification to the parties 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.

25. Dispute Resolution and Governing Law

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

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

25.3. Any dispute concerning the validity, interpretation or performance of this Contract shall, where an amicable settlement cannot be reached by senior officers of both parties within sixty (60) days of one party notifying a dispute to the other, be finally resolved by a Team of three (3) arbitrators. Each Party selects one arbitrator, and the third arbitrator to be agreed upon by the Parties who shall serve as the Chief Arbitrator. The arbitration award shall be final and binding on the Parties from the day it is made and the Parties agree to be bound thereby and to act accordingly. Notwithstanding the provisions of this clause 25.3, either Party may approach any court of competent jurisdiction in Liberia for orders required to enforce such arbitration proceedings or for urgent interim relief pending finalisation of any dispute.

26. Disclosure

26.1. 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.

26.2. 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.

26.3. 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.

27. General

27.1. 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.

27.2. 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.

27.3. 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 Agent you shall be deemed to have accepted to be bound by the amendments or variations.

27.4. Save as provided in this Agreement, both Parties may transfer any rights or obligations they may have under this Agreement with prior written notice to each Party.

27.5. 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 after notification no waiver by Orange Money Liberia of any breach of these terms and conditions shall operate as a waiver of any subsequent breach.

27.6. 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 Orange Money Liberia Agent Agreement version 1 – 22FEB2019

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.

27.7. 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 authorised 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.

28. Orange Compliance ethics

The development of Orange SA and Orange Money Liberia are based on a set of values and guidelines set out in the documents entitled "Orange Group Code of Ethics" and the "Orange Group's anti-corruption policy" available at www.orange.com. 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 misdemeanours 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"). 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. Each Party undertakes and requires its shareholders, officers, directors, employees, affiliates, sub-contractors and each respective representative:

- 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, 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;
- 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
 - (ii) and 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 listed in Sanction or PEP lists, as well as the corrective measures adopted to ensure compliance with the Rules. 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 as set forth in the "termination clause" of this Agreement.



29. Force majeure

If a Party is prevented, hindered or delayed from or in performing any of its obligations under this Agreement by a Force Majeure event then (i) that Party's obligations under this Agreement shall be suspended for so long as the Force Majeure event continues and to the extent that it is so prevented, hindered or delayed, (ii) that Party shall give written notice to the other Party as soon as possible following the occurrence of the Force Majeure event; (iii) that Party shall use reasonable endeavours to mitigate the effects of the Force Majeure event on the performance of its obligations under this Agreement, and (iv) as soon as reasonably practicable after the end of the Force Majeure event that Party shall notify the other Party that the Force Majeure event has ended and that Party shall resume performance of its obligations under this Agreement. The existence of a Force Majeure event for a period longer than three (3) Months shall entitle either Party to terminate this Agreement without payment of compensation, subject to prior written notice given by registered mail, return receipt requested.

30. 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.

31. 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").



Agent

_____ being a "signatory's function" of _____
and duly authorised 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

Name:

(Duly authorised officer on behalf of **Orange Money Liberia, Inc.**) **Designation:**

Signature: _____

Date: _____

Witnessed by: _____

(Advocate) Signature _____

Date: _____

	Prohibited activity	Penalty
1	Registration of multiple Customers using one identification document	2 warnings, suspension and commission claw back
2	Facilitating the registration of fraudsters in prison and other similar sites	Termination and commission claw back
3	Fraudulent SIM swap by Operator to defraud customers	Termination, commission claw back
4	Facilitation of fraudulent over-the-air swaps and subsequent loss of customer's funds either to agency employee(s) or to accomplice fraudsters	Termination, commission claw back
5	Remote withdrawal of fraudulently acquired funds	Termination, commission claw back
6	Direct deposit of fraudulently acquired funds into Customer's account	1 Warning, suspension, commission claw back
7	Failure to report suspicious activity	2 warnings then suspension
8	Tipping off	1 Warning, suspension,
9	Failure to refer to acceptable form of Identification when registering customers	2 warnings then suspension
10	Incomplete registration forms	2 warnings then suspension
11	Failure to verify Customer IDs when transacting	2 warnings then suspension
12	Acceptance of ID copies at the point of registration or transaction	2 warnings then suspension
13	Acceptance of IDs that do not conform to the acceptable form of IDs	2 warnings then suspension
14	Signing the log Book on behalf of customer	2 warnings then suspension
14	Failure to complete transactions in Log Book	2 warnings then suspension
16	Failure to transfer e-money despite receipt of cash from Customer	1 Warning, suspension, commission claw back
17	Short-changing the customer by giving less cash or e-money than is due to Customer	1 Warning, suspension, commission claw back
18	Withdrawing Customer float without Customer consent	Termination ,commission claw back
19	False registrations to earn undeserving commissions	Termination, commission claw back
20	Multiple registrations without correct Customer names and/or ID numbers	Termination, commission claw back
21	Breaking down of deposits to earn more (undeserving)commission	1 Warning, suspension, commission claw back
22	Fraudulent deposits to earn undeserving commissions	1 Warning, suspension, commission claw back
23	Soliciting money from sub-agents in exchange for Terminals or with the promise of making one a sub-agent	Suspension
24	Selling or otherwise trading ORANGE MONEY Mobile Equipment	Suspension
25	Charging customers for registrations	Suspension
26	Charging customers for transactions outside the system	Suspension
27	Charging customers for SIM replacements above normal price	1 Warning, suspension
28	Soliciting Customer ORANGE MONEY PINS	1 warning then termination
29	Facilitating direct deposits to Customer ORANGE MONEY account or to unregistered subscribers to avoid charges	2 warnings then suspension and commission claw back
30	Sharing of PINs by Outlet Assistants	2 warnings then suspension
31	Non-compliance with the required float rule (1.5 X both float and cash)	2 warnings then suspension
32	Not maintaining minimum LBD20,000 float per Outlet	2 warnings then suspension
33	Irregular relocation of Mobile Equipment without prior consent and audit from Orange Money Liberia	2 warnings then suspension
34	Mobile Equipment applications for non-existent outlets	1 warning and suspension
35	Falsifying information to secure Mobile Equipment	Warning and termination of affected store
36	Failure to provide web support to Outlets or sub-agents	2 warnings then reallocation of affected stores

Appendix - Service charge and commission

USD		Cash in Commission	Cash out Commission
Min	Max	Agent	Agent
1	5	1.08%	0.27
5,01	20	0.99%	0.44
20,01	50	0.90%	0.75
50,01	100	0.72%	1.25
100,01	200	0.63%	2.03
200,01	500	0.36%	2.46
500,01	1000	0.36%	3.77
1000,01	2000	0.27%	4.79

LRD		Cash in Commission	Cash out Commission
Min	Max	Agent	Agent
120	600	1.08%	31.5
605	2400	0.99%	54
2405	6000	0.90%	90
6005	12000	0.72%	148.5
12005	24000	0.63%	243
24005	60000	0.36%	297
60005	120000	0.36%	450
120005	240000	0.27%	576