



## **AGENCY BANKING**

# **TERMS AND CONDITIONS**



## 1. AGREEMENT

This Agreement contains Terms and Conditions governing the application and operationalization of the Agency Banking Services through the Mixx by Yas Platform. Upon the Mixx by Yas Agent accepting them, the Terms and Conditions shall immediately apply to them and the same shall constitute the binding Agent Banking Agreement between Mixx by Yas Agent and the Partner Bank Limited and the Agreement shall continue to be binding until the same is terminated in accordance with the Terms and Conditions herein.

## 2. DEFINITIONS

- 2.1. “Agreement”** – This Agreement and the Terms and Conditions outlined in this document, including any schedules, amendments, and annexures.
- 2.2. “Agent”** – The entity or individual appointed by the Principal to provide banking services as outlined in this Agreement.
- 2.3. “Agency Banking Services”** – The services provided by the Agent on behalf of the Principal, including but not limited to accepting deposits and withdrawal transactions.
- 2.4. “Principal”** – The Partner Bank that appoints the Agent to provide banking services on its behalf.
- 2.5. “Customer”** – An individual or entity that uses the Agent’s services for banking-related transactions.
- 2.6. “AML”** – Anti-Money Laundering laws and regulations designed to prevent money laundering activities.
- 2.7. “KYC”** – Know Your Customer regulations that require financial institutions to verify the identity of customers.
- 2.8. “Force Majeure”** – Events beyond the control of either party, such as natural disasters, war, or government actions, which may prevent the performance of obligations under this Agreement.
- 2.9. “Data Protection Legislation”** – The laws and regulations governing the processing, storage, and security of personal data.
- 2.10. “Transaction”** – Any activity conducted through the Agent’s services, including deposits, withdrawals, payments, and other banking services.



**2.11. “Term”** – The period during which this Agreement remains in effect, starting from the effective date until termination as per the terms outlined herein.

**2.12. “Termination”** – The cessation of this Agreement by either party in accordance with the terms provided.

### **3. APPOINTMENT OF AGENT**

**3.1.** The Principal hereby appoints the Agent as its non-exclusive agent to provide banking services on its behalf as described in this Agreement and its schedules.

**3.2.** The Agent accepts the appointment and agrees to provide such services in accordance with the terms and conditions outlined in this Agreement.

### **4. SCOPE OF WORK**

**4.1.** The Agent shall offer cash deposit and cash withdrawal services to customers of the Principal in accordance with the terms and conditions stated under this Agreement.

### **5. FEES AND COMMISSIONS**

**5.1.** Transaction fees chargeable to customers by the Principal for the banking services shall be charged in accordance with the tariff guide determined by the Principal.

**5.2.** The Principal shall pay the Agent the commission amount due to the Agent at such interval as shall be determined by the Principal, subject to deduction of any applicable taxes.

**5.3.** In event of any changes to fees and Commissions, the Principal shall forthwith notify the Agent in writing one month prior to implementation of the said changes and the Agent intending to continue providing the banking services shall signify acceptance by countersigning the said Principal’s notification and the same shall part and parcel of this Agreement.

### **6. PROHIBITIONS**

The Agent, in carrying out banking services on behalf of the Principal, shall not: -

- 6.1. sub-contract agent banking services;
- 6.2. charge any fees directly to the customers;
- 6.3. offer a guarantee to Principal clients;
- 6.4. accept, issue, or otherwise deal in cheque transactions;
- 6.5. offer any financial services without an agency agreement with a Principal or financial institution;
- 6.6. operate or carry out an electronic transaction when there is a communication failure in the system;

- 6.7. carry out a transaction when a transactional receipt or acknowledgement cannot be generated;
- 6.8. carry out agent banking services when, in the opinion of the institution, the initial commercial activity has ceased or is significantly diminished. The commercial activity should be viable and able to financially support the agent banking services;
- 6.9. offer banking services on its own accord (provide on its own account banking services similar to those provided by it under an agency contract);
- 6.10. continue with the agency business when it has a proven criminal record involving fraud, dishonesty, integrity, or any other financial impropriety;
- 6.11. provide, render, or hold itself out to be providing or rendering any Banking service which is not specifically permitted in the contract;
- 6.12. open accounts, grant loans or advances, or carry out any appraisal function for purposes of opening an account or granting of a loan or any other facility except as may be permitted by any other written law to which the agent is subject;
- 6.13. be run or managed by an approved Principal or a financial institution's employee or its associate.
- 6.14. shall not carry out transactions in currencies other than Tanzanian shillings.

## **7. RIGHTS, OBLIGATIONS, AND DUTIES**

Parties shall have the following rights, obligations, and duties during the implementation of this agreement.

### **7.1 PRINCIPAL**

The Principal shall:-

- 7.1.1 Carry out periodic physical visits to ensure that agents operate strictly within the requirements of the law, guidelines, and the agent agreement.
- 7.1.2 Design marketing and visual publicity for agents so that it is clear to the customer that the service is being provided on behalf of a Principal or financial institution.
- 7.1.3 Be responsible for ensuring that an agent complies with legal and regulatory requirements, including customer protection and data privacy.
- 7.1.4 Review agent banking operations periodically to ensure that the regulations, policies, procedures, and operational guidelines are fully complied.
- 7.1.5 Determine, based on agent risk assessment, which permissible activities the agent should provide.
- 7.1.6 Supply to the Agent, such equipment and materials, including but not limited to branding material, tariff guides, stationery, and other promotional materials as the Principal shall from time to time deem necessary.
- 7.1.7 Provide the Agent with functionality via either the mobile phone or Point of Sale (POS) terminal, or the Internet.

- 7.1.8 Provide the Agent with a detailed reconciliation statement on the Agent's operations
- 7.1.9 Train the Agent on agent banking operations and compliance with applicable laws and regulations upon appointment of the Agent and before commencement of the operations by the Agent.
- 7.1.10 Collect, maintain, and be the sole owner of all Customer Data.
- 7.1.11 The Principal retains the right, after prior reasonable notice to the Agent, to temporarily or permanently disconnect the Agent at any time if it determines, in its sole discretion that the connection may be used for purposes other than the Equity Agency Program, or that the Agent is not complying with the terms of this Agreement.
- 7.1.12 To the fullest extent permissible by law, the Principal 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.
- 7.1.13 Retain the sole ownership and title to any joint brands that may be developed. Have the right, at any time during the Agreement Period to inspect the Agent Program operations and/or outlet to ensure compliance with the terms of this Agreement.

## **7.2 AGENT**

The Agent shall: -

- 7.2.1 not transact banking services in the event of failure of the communication system used in processing transactions.
- 7.2.2 exclusively use the patterns/standards, operational norms, forms and any material defined by the Principal or financial institution related to the products and services supplied by the institution.
- 7.2.3 identify customers with at least two-factor authentication, like IDs, PINs, passwords, ATM card, secret code, or secret message, while performing any transaction requiring identification, save in the event biometric is used.
- 7.2.4 transact agency banking services strictly as per the transactional limits prescribed by the Principal and report within twenty four hours all suspicious activities that come to its knowledge.
- 7.2.5 not perform management functions, make management decisions, or act or appear to act in a capacity equivalent to that of a member of management or an employee of the Principal or financial institution;
- 7.2.6 keep confidential all personal identification or security numbers used for the provision of the banking services and ensure that they are not disclosed to any person other than authorized personnel responsible for the provision of the banking services.



- 7.2.7 ensure cash transactions and balances do not exceed the customer's daily withdrawal limit of TZS **5,000,000** and maximum single withdrawal limit of TZS **2,000,000/=**.

## **8. RELOCATION AND CLOSURE OF BUSINESS**

- 8.1.** The Agent may relocate or close its banking services, subject to notifying and obtaining prior written consent from the Principal, which consent shall not be unreasonably withheld.
- 8.2.** Notice of intention to relocate or close agency banking services shall be served to the Principal at least thirty (30) days prior to relocation or closure.
- 8.3.** The principal shall ensure that a notice of not less than fourteen (14) days is provided to customers in the event of relocation or closure of the agent business of a specific agent. Such notice shall be conspicuously affixed on the agent's business premises, and it shall state the date the relocation or closure shall take effect.

## **9. WARRANTS AND UNDERTAKINGS**

The Agent warrants that:

- 9.1.** It has the necessary capacity, authority, licenses, permits, and approvals to enter into this Agreement and provide the banking services.
- 9.2.** It operates from a permanent business location with at least 18 months of ongoing commercial activity.
- 9.3.** It enjoys a good reputation and is trusted by the public at the specified outlet.
- 9.4.** It will discharge its obligations with due skill, care, and diligence, following good industry practices.
- 9.5.** It is not classified as a nonperforming borrower by any Principal or financial institution and will maintain such status for the duration of the Agreement.
- 9.6.** It possesses the necessary infrastructure and human resources to deliver banking services efficiently and securely.
- 9.7.** It will comply with all relevant laws and regulations issued by the Bank of Tanzania or any other relevant government authority.

## **10. NON-EXCLUSIVITY**

- 10.1.** This Agreement is non-exclusive, and the Agent may provide agent banking services for multiple Principals or financial institutions, provided that:
- 10.1.1.** The Agent executes a separate contract with each Principal or financial institution.



**10.1.2.** The Agent demonstrates the capacity to manage transactions for multiple Principals or financial institutions.

## **11. RECORDS AND DATA PROTECTION**

The Agent must:

- 11.1.** Safeguard all relevant records, data, and documents for at least five years or transfer them to the Principal or a financial institution at regular intervals.
- 11.2.** Ensure that all customer data collected is the property of the Principal or financial institution, providing copies as requested.
- 11.3.** Comply with all applicable data protection laws and regulations.
- 11.4.** The Agent agrees to comply with Data Protection Legislation and all applicable laws and regulations related to personal data processing and privacy.

## **12. FRAUD MANAGEMENT**

- 12.1.** In the event of loss or theft of equipment or any security breach, the Agent must immediately notify the Principal to allow the Principal to freeze or immobilize the equipment.
- 12.2.** The Agent is responsible for the safekeeping and proper use of the equipment, including the handling of PINs and transactions undertaken using the equipment.

## **13. LIABILITY**

- 13.1.** The Principal is responsible to the customers for the actions or omissions of the Agent while providing services under this Agreement.
- 13.2.** The Principal is not liable for any costs, loss, or damage arising from the suspension or termination of this Agreement.

## **14. INDEMNITY**

- 14.1.** The Agent shall indemnify the Principal against any costs, losses, or damages arising from the Agent's breach of this Agreement, including legal fees, except in cases where the breach arises directly from the Principal's actions.



## **15. CONFIDENTIALITY AND PUBLICITY**

- 15.1.** The Agent agrees to maintain confidentiality regarding all confidential information shared by the Principal.
- 15.2.** The Agent will not disclose such information to any third party without the Principal's written consent, except as required by law or regulation.
- 15.3.** The Principal's branding and logos remain the property of the Principal and should only be used with written permission.

## **16. TERMINATION**

This Agreement may be terminated:

- 16.1.** By either party with a 30-day notice without reason.
- 16.2.** Immediately by the Principal if the Agent breaches this Agreement, acts inappropriately, or fails to comply with laws or regulations.

Upon termination, the Agent shall:

- 16.3.** Cease providing services and stop using the Principal's branding and trademarks.
- 16.4.** Return all equipment and materials to the Principal in good condition, subject to fair wear and tear.
- 16.5.** No compensation is payable to the Agent for loss of distribution rights or business goodwill upon termination.

## **17. RIGHT OF SET-OFF**

The Principal reserves the right to offset any sums owed to the Agent against any sums the Agent owes to the Principal, including from consolidated accounts maintained by the Agent.

## **18. ANTI-MONEY LAUNDERING AND COUNTER TERRORIST FINANCING**

- 18.1.** The Agent agrees to ensure compliance with all Anti-Money Laundering (AML) laws, Counter-Terrorist Financing (CTF) regulations, and KYC procedures.
- 18.2.** The Agent must immediately report any suspicious activity to the Principal's Money Laundering Reporting Officer (MLRO) for further action.
- 18.3.** The Principal may terminate this Agreement immediately if the Agent is found to be in breach of AML or CTF laws.





## **19. BRANDING, MARKETING, AND PROMOTIONAL MATERIALS**

**19.1.** The Principal shall provide the Agent with marketing and promotional materials, including external signage and internal point-of-sale materials.

**19.2.** These materials remain the property of the Principal and must be returned upon request or upon termination of the Agreement.

**19.3.** The Agent agrees to display the Principal's branding as prescribed.

## **20. FORCE MAJEURE**

**20.1.** Neither party will be liable for non-performance if caused by events beyond their control, such as natural disasters, war, or government regulations.

**20.2.** The party affected by a force majeure event must notify the other party promptly and take reasonable steps to mitigate the event's impact.

## **21. LIMITATION ON DAMAGES**

Neither party shall be liable for special, punitive, incidental, or consequential damages, including lost profits or business opportunities, resulting from a breach of this Agreement.

## **22. NO GUARANTEED INCOME**

The Agent acknowledges that no guarantees are made with respect to income or revenue generated from the provision of banking services. Any projections provided are not binding.

## **23. ENTIRE AGREEMENT**

**23.1.** This Agreement constitutes the entire understanding between the parties and supersedes any prior agreements regarding the subject matter of this Agreement.

**23.2.** The Parties confirm that they have not relied on any representations or statements other than those expressly set forth in this Agreement.

## **24. VARIATION AND AMENDMENT**

This Agreement may only be amended in writing, signed by both parties. The Principal may revise schedules or annexures, with prior notice to the Agent.

## **25. NO PARTNERSHIP**

Nothing in this Agreement shall be construed as creating a partnership or joint venture between the Parties, other than as specifically stated herein.



## **26. LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the United Republic of Tanzania. Any disputes will be resolved in the competent courts of Tanzania.

## **27. DISPUTE RESOLUTION**

In case of a dispute, the parties will attempt to resolve the matter amicably. If no resolution is reached, the dispute may be referred to a court of competent jurisdiction in Tanzania.