

M-GURUSH AGENT APPLICATION FORM

INDIVIDUAL AGENT'S DETAILS

First Name		Date of Birth	
Middle Name		ID Type	
Last Name		ID Number	

TIN AND BUSINESS LICENSE

TIN Number		License number	
Source of Income		Nature of business	

BUSINESS LOCATION AND CONTACTS

Physical Address		Region	
Street		Contact Number	
Ward		Alternative Contact	

FOR COMPANIES AND OTHER ENTITIES

Entity Name		Registration No	
Nature of business		Registration type	

LIST NAMES OF BUSINESS OWNERS/ SHAREHOLDERS

% OF OWNERSHIP

NATIONALITY OF OWNERS

	LIST NAMES OF BUSINESS OWNERS/ SHAREHOLDERS	% OF OWNERSHIP	NATIONALITY OF OWNERS
1			
2			
3			

AGENT DECLARATION

By signing this form

- I/We confirm that the information given is true and complete
- I/We accept the terms and conditions for m-GURUSH
- I/We confirm to receive education about the responsibilities to fight Money Laundering and terrorist financing, including reporting red flags

Date..... Name of Agent..... Signature.....

FOR OFFICIAL USE ONLY

TITLE	NAME	SIGNATURE	DATE
Area Agent Supervisor			
m-GURUSH Operations Maker			
m-GURUSH Checker			

TRIPARTY AGGREGATED AGENT AGREEMENT

THIS AGREEMENT IS MADE ON _____ 20 _____

Between:

Trinity Technologies Limited of P.O. Box _____
(the "mGURUSH Mobile Money" which expression shall include its successor in the title/person representative and assign) and Issued with Business Number _____

And _____
of P.O. Box _____
City/town _____

(the "Super-Agent" which expression shall include its successor in title/person representative and assign) of Business Number _____

And _____
City/town _____

(the "Aggregated Agent" which expression shall include its successor in title/person representative and assign) and issued with business number _____

Trinity Technologies Limited, the Super-Agent and the Aggregated Agent are afterwards referred to jointly as the "parties" or individually each as "party".

BACKGROUND:

A. The Super-Agent has entered into an agreement with Trinity Technologies Limited ("TTL") for the provision of the service (defined below)(the Super-Agent Agreement);

B. The parties have agreed to contract in consideration of the terms and conditions set out in this agreement.

AGREED TERMS:

1. DEFINITIONS:

"Accounts" Means your mGURUSH Account comprising of the mobile microfinance Account (MMF), the outlet float account and the commission Account. These accounts shall be a conclusive record maintained by Trinity Technologies of the amount of money from time to time held by you and represented by an equivalent amount of cash held by the mGURUSH holding company limited on your behalf pursuant available for inspection at www.trinitytechnologies.tech
"Customer" means an individual who has registered to use the mGURUSH services.

"E-Money" means the monetary value in mGURUSH system denominated in South Sudanese Pounds.

"Float" means the sum of money held by you in the mGURUSH system for the provision of mGURUSH services from each outlet and "float account" shall mean the outlet mGURUSH account.

"Log Book" Means the record provided by Trinity technology to you and maintained by you in which all transactions are recorded and serves as conclusive evidence of the successful completion of those transactions.

"Manual" means the manual issued by Trinity Technologies in electronic form or otherwise to the Super-Agent which records method of operation, procedures, and the other practical matters relevant to the provision of mGURUSH services as update by trinity technology from time to time.

"mGURUSH Services" or "Services" means the

mGURUSH cash in and cash out services which result in the acquisition or redemption of money on the mGURUSH system and includes analogous services such as; customer registration, customer care management, etc.

"mGURUSH SYSTEM" Means the proprietary technology platform operated by Trinity Technologies in South Sudan providing the mGURUSH services.

"Outlets" Means any shop, unit or other retail premises or portion thereof operated by you and includes the employees and assistants operated therein:

"Participant" Means any person or legal entity that participates in the mGURUSH system by using the mGURUSH services to send or receive payment.

"PIN". Means your personal identification number being secret code you choose to access and manage your mGURUSH account.

"SIM CARD" Means the subscriber identity module which is issued to the Super Agent by Trinity Technology and which, when used with the appropriate mobile phone apparatus enable you to use the mGURUSH service.

"SMS" Means a short messaging services that enables the transmission of text messages from one from one mobile phone to another.

"Terminal" Means the mobile phone apparatus which, when used by the Super Agent together with the sim card issued by Trinity Technology enables the provision of the services at the head office or store level and shall include related accessories.

"Application" This is the mobile phone application which can be used by the customer or yourself to access mGURUSH service via smart phone, downloaded from Android play store or IOS App Store

"Transaction" Means (as the context requires) receiving mGURUSH payments from customers and playing out cash sums to customers in accordance with sms instructions and registering new customers.

2. REGISTERING CUSTOMERS.

- 2.1 You may registered customers meeting the requirements below;
 - 2.1.1. A customer must be at least 18 years old and of sound mind.
 - 2.1.2. The customer has an mGURUSH enabled SIM card.
 - 2.1.3. The customer completes and sign the mGURUSH customer application form;
- 2.2. The customer provides sufficient proof of identification (ID) –an original national or Payam letter or voting ID or military ID card if the customer is a South Sudanese national; and current original alien certificate or passport if the customer is a foreign national residing in South Sudan.
- 2.3. You must ensure the customer has provided an active address and phone number and take such reasonable step as would satisfy you that the information provided is not false inaccurate, incomplete, or misleading and that the documents provided are genuine.

3. AGGREGATED.

- 3.1. You will make cash payment only, (i) if you have sufficient float (ii) upon checking the accuracy and completeness of the information contained in the sms from mGURUSH system and (iii) after cross checking the customer ID against details provided in sms from the mGURUSH system
- 3.2. You may also use the mGURUSH Trademarks and

trade names for the purpose of promoting and providing service.

- 3.3. You may only provide mGURUSH service using tariff programed in the USSD platform of mGURUSH application as may be verified by mGURUSH in revised tariffs notified to you from time to time.
- 3.4. You may only provide mGURUSH service at outlets.
- 3.5. In the event that your super agent is terminated or contract expires, you will be moved to be directly under Trinity Technologies Super Agent Account.
- 3.6. You agree to hold in confidence this agreement and all information, documentation, data and know how disclosed to you by the merchant and not to disclose it to any third party.
- 3.7. You agree to comply with the term of this agreement and any bulletins, directives or notices as may be published by mGURUSH regarding the services from time to time.
- 3.8. You shall, if required by law, provide access to any of your documents, materials or premises to any regulator mandated to oversee, supervise or otherwise prudentially regulate Trinity Technologies.
- 3.9. You agree to adhere at all times with Trinity Technologies supplier code of conduct as may be notified to you by the Super-Agent or Trinity Technologies from time to time.

4. FLOAT MANAGEMENT.

- 4.1. You shall be required to maintain floats to such level as will be sufficiency to cover all transaction but no lesser than 200,000 SSP and 2,000 USD.
- 4.2. You shall ensure that the float at your outlet is balanced daily as specified in the manual.
- 4.3. You agree to restore the floats to a sufficient level if the balance of any of the floats drops below the limits specified from time to time by Trinity Technologies.

5. RECORD KEEPING.

- 5.1. You must keep proper records in relation to the provision of mGURUSH services by you, including the registration particulars of each customer as may be stipulated by mGURUSH from time to time.
- 5.2. All mGURUSH Transaction shall be recorded in log books which shall at all-time remain the property of Trinity Technologies. Failure to record transactions all constitute a material breach of this agreement.

6. FRAUD MANAGEMENT & SAFETY.

- 6.1. You must maintain adequate level of security at the premises hosting the outlet.
- 6.2. You must observe, and procure the observance of your outlet with any law governing occupational health and safety.
- 6.3. You will be responsible for the safekeeping and proper use of the terminals. For keeping each PIN secret and for all Transaction undertaken using each PIN.
- 6.4. You must not use the mGURUSH service to commit any offence (s) against any South Sudan Law governing including without limitation, operating the mGURUSH service 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 risk.

7. UPLOADING AND REDEMPTIONS.

- 7.1. You may only upload E-Money into Customers mGURUSH accounts only and not directly into another mGURUSH participant's mGURUSH account.
- 7.2. You agree that before a customer uploads E-Money or redeems money, you shall ensure that the customer complies with any identity and security validation and verification procedure.

8. BRANDING, PROMOTIONAL MATERIAL & INTELLECTUAL PROPERTY RIGHTS.

- 8.1. Branding and advertising support material such as external signage, Trinity Technologies posters, and internal point of sale supplied to you remain the property of Trinity Technologies.
- 8.2. You shall play conspicuously at the outlet, and on all stationery and literature use by you, the text as stipulated by Trinity Technologies from time to time disclosing to the general public that you are authorized by Trinity Technologies to provide mGURUSH services.
- 8.3. You must conspicuously display at the outlets the mGURUSH tariff guidelines as updated from time to time.
- 8.4. You may be required to display at the outlets such as other trade or service marks or copyright notice as Trinity Technologies may stipulate from time to time and communicated to you through the Super Agent.
- 8.5. You acquired no right and goodwill in any in any of Trinity Technologies' intellectual property including the mGURUSH trade mark.
- 8.6. You shall, and procure that all of your employees, servants and other authorized person, use such trademarks and trade names for the purposes of the services only and comply with Trinity Technologies branding guidelines.

9. COMMISSIONS

- 9.1. In consideration for providing mGURUSH services, you will earn a commission base on the number and type of transactions where you will get 80% of the commissions earned while the Super-Agent gets 20%.
- 9.2. Commission earned by and payable to you will be rolled up to your commission account and paid to you at regular intervals.
- 9.3. The commission tariffs may be varied by Trinity Technologies by publication of revised rates from time to time.
- 9.4. You not make any fraudulent claim for commissions. For avoidance of doubt a fraudulent claim includes claim arising from the splitting of a transaction into multiple transaction of lesser value. Any commission erroneously paid out to you by Trinity Technologies following fraudulent claim shall be suspended and Trinity Technologies shall reserve the right to suspend or terminate this Agreement forthwith.

10. INTELLECTUAL PROPERTY

All intellectual property right in the mGURUSH trademark are the property of Trinity Technologies and or its affiliates. Any reproduction, modification, distribution or republication of mGURUSH material outside Trinity Technologies mGURUSH branding guidelines is strictly prohibited.

11. ANTI-MONEY LAUNDERING AND SUSPICIOUS ACTIVITY

- 11.1 The movement of money through the mGURUSH system which is or which forms part of the proceeds of any crime is expressly prohibited.
- 11.2 You shall comply with all know your customer and Anti-money laundering guidelines and policies as may be notified to you by Trinity Technologies.

12. SUSPENSION, TERMINATION & FREEZING

- 12.1 Either party may terminate this agreement by giving thirty (30) days, notices of such intent to the other party.
- 12.2 The Super-Agent may terminate this agreement forthwith upon occurrence of any breach of this agreement or if any action taken by you may place the merchant in breach of the Super-Agent Agreement.
- 12.3 The suspension or termination of the Super-Agent Agreement (whether in whole or part) shall render this agreement suspended or terminated (as the case may be).
- 12.4 Upon the termination or the natural expiry of the agreement the following conditions shall apply.
 - 12.4.1 Within ten (10) days of such expiry of the Agreement your account will be suspended to continue accessing the mGURUSH merchant service.
 - 12.4.2 You shall cease, and not hold yourself out as offering, the services.
 - 12.4.3 The balance outstanding in the float shall be returned to you.
- 12.5 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.
- 12.6 The termination of this Agreement except where otherwise expressed shall be without prejudice to rights accruing prior to termination and without prejudices to the continuation of any.

13. PROHIBITED ACTIVITIES:

The following acts and omissions are prohibited and may result in termination or suspension your account or this agreement.

- 13.1 Registration of multiple customer using a one identification document;
- 13.2 Facilitating the registration of fraudsters in prison and other similar sites;
- 13.3 Fraudulent SIM card swap to defraud customers;
- 13.4 Facilitation of fraudulent over the air swap and subsequent loss of customers fund either to agency employee(s) or acting in concert with fraudsters;
- 13.5 Remote withdrawal of fraudulent funds;
- 13.6 Direct deposit of fraudulently acquired funds into customers account;
- 13.7 Failure to reported suspicious activity;
- 13.8 Tipping off.
- 13.9 Failure to refer to acceptable form of identification when registering customers:
- 13.10 Incomplete registration form;
- 13.11 Failure to verify Customer IDs when transacting;
- 13.12 Acceptance of IDs copies at the point of registration or transaction;
- 13.13 Acceptance of ID that do not conform to the acceptable form of IDs;
- 13.14 Sign the log book on behalf of customer;
- 13.15 Failure to complete transaction in logbook;
- 13.16 Failure to transfer e-money despite receipt of cash from customer;
- 13.17 Short-charging the customer by giving less cash

- 13.18. or E-money than is due to customer;
- 13.18. Withdrawing customer float without customer consent;
- 13.19. False registrations to earn underserving commission;
- 12.20. Multiple Registrations without correct customer names and /or ID numbers;
- 13.21. Breaking down of deposits to earn more (underserving) commissions;
- 13.22. Fraudulent deposits to end underserving commission;
- 13.23. Selling or otherwise trading off mGURUSH accounts;
- 13.24. Charging customers for registrations;
- 13.25. Charging customers for transactions outside the system;
- 13.26. Soliciting customer mGURUSH Pin.
- 13.27. Facilitate direct deposits to the customer's mGURUSH account or to un-registered subscribers to avoid charges;
- 13.28. Sharing of PIN by Outlet Assistants;
- 12.29. Irregular relocation of mGURUSH service without the prior consent and audit from Trinity Technologies;
- 13.30. mGURUSH Service applications for non-existent outlets.
- 12.31. Falsifying information to secure mGURUSH service.
- 13.32. Cashing out of international remittances unless authorized;
- 13.33. Failure to comply with know your customer (KYC) and anti-money laundering guidelines provided to you by Trinity Technologies.

14. ASSIGNMENT.

- 14.1. Save as provided in this Agreement, you may not transfer any rights or obligations you may have under this Agreement without the prior written consent of Super Agent and Trinity Technologies prior written consent.

IN WITNESS the parties executive this agreement on the date appearing at the beginning of it.

Name:.....

Position:.....

Signature:

DULY AUTHORISED FOR AND ON BEHALF OF THE Trinity Technologies Limited

Name:.....

Position:.....

Signature:

DULY AUTHORISED FOR AND BEHALF OF THE Super AGENT

Name:.....

Position:.....

Signature:

DULY AUTHORISED FOR AND BEHALF OF THE Aggregated AGENT