

GLO MOBILE LTD
AND
AGENT
AGREEMENT

This Agreement is dated..... the "Effective Date" and is entered into by and between GLO MOBILE LIMITED a limited liability company having its principal place of business at, 1 Mike Adenuga Close, off Adeola Odeku Street, Victoria Island, Lagos (hereinafter called "GLO" which expression shall where the context so admits include its successors in title and assigns) of the one part,

And,
(AGENT.....) a company incorporated under the laws of the Federal Republic of Nigeria with registration number.....and having its registered office at (.....) (hereinafter referred to as "Agent" which expression shall include its successors in title and assigns), (each a "Party" and together the "Parties")

W HEREAAS

- A. Mobile money operator ("MMO") is a business entity licensed by the Central Bank of Nigeria to provide mobile money payments service. Under the "MMO's Mobile Money" Service, the MMO issues e-value ("MMOs Mobile Money Value") in return for real money. The MMOs Mobile Money Value is denominated in Nigerian Naira and can be redeemed in Nigerian Naira. The real money paid to the MMO in return for the issue of the MMOs Mobile Money e-Value is placed to the credit of a trustee account maintained by "MMOs Mobile Money" Holding Company Limited ("Trustee") in order to ensure that the requisite funds are always available to redeem all of the 'MMOs Mobile Money e-Value at any time in issue.
- B. Pursuant to a "Deed of Agreement between Glo Mobile Limited and (the MMO)" dated entered into between Glo Mobile and the MMO, Glo Mobile is participating in the MMOs Money Service as an Aggregator in respect of which the Aggregator will be permitted to recruit its own agents/sub agents, under the brand name Glo Xchange e.g. Gloworlds, Airtime dealers, Glo zones, petroleum dealers, retailers, etc.)
- C. The Agent wishes to act as agent for the Aggregator in accordance with the terms hereinafter appearing and this Agreement sets out the Parties' agreement with respect to the "MMOs Mobile Money" Services.

NOW THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

In this Agreement, the expressions "Glo Xchange", "Glo Xchange Services", "MMO" "MMOs Mobile Money", "MMOs Mobile Money" Service, "MMOs Mobile Money" e-Value and Trustee have the meanings ascribed to them in the Recitals and, unless the context otherwise requires, the following words and expressions shall have the following meanings:-

- 1.1 "MMO" means mobile money operator which is the business entity licensed by the Central Bank of Nigeria to provide mobile money payments services.
- 1.2 " MMOs Mobile Money " means the proprietary mobile money payment solution which is marketed and managed in the Federal Republic of Nigeria by the MMO.
- 1.3 " MMOs Mobile Money Account" means an account maintained by the MMO in a conventional bank of choice in the Federal Republic of Nigeria within the MMOs Mobile Money Solution in the name of that MMO Mobile Money Subscriber in which all cash sums represented electronically are held;
- 1.4 " MMOs Mobile Money Manual" means the manual issued to the Aggregator which records methods of operation, procedures, and other practical matters relevant to the provision of the Mobile Money Services, and as may be updated by the MMO from time to time during the Agreement Period.
- 1.5 "MMOs Mobile Money Float(s)" means the sum of E-value held by the Aggregator or Agent for the provision of the Mobile Money Services from each Outlet.
- 1.6 "MMOs Mobile Money Operator" means each person within an Outlet authorized to operate the service using the Equipment provided for offering mobile money services.
- 1.7 "MMOs Mobile Money Web Page" means the web page designated in the World Wide Web ([www](#)) for purposes of mobile money services as provided by the MMO.
- 1.8 "Glo Xchange" is the brand of Glo Mobile retail network used for conducting all Glo Mobile businesses and not limited to mobile money
- 1.9 "Glo Xchange Services" refers to the services provided at Glo Xchange outlets that may include the use of Glo Mobile provided systems
- 1.10 "Glo Xchange Services manual" means the manual issued to the agent/sub-agent which records methods of operations, procedures, and other practical matters relevant to the provision of the "Glo Xchange Services" and as may be as updated by Glo Mobile from time to time during the Agreement Period.

- 1.11 "Glo Xchange Services Web Page" means the web page as provided to the agents/sub-agents by Glo Mobile.
- 1.12 "Aggregator's MMOs Mobile Money Account" means the MMOs Mobile Money Account created for Glo Mobile within the MMOs Mobile Money solution.
- 1.13 "Agreement" means this agreement concluded between Glo Mobile and agent/sub-agent for the participation by the agent/sub-agent in providing the Mobile Money Services and includes all Schedules hereto.
- 1.14 "Agreement Period" shall mean the initial period of one (1) year from the Elective Date.
- 1.15 "Cash Float" means the cash provided by the agent/sub-agent at each Outlet for the provision of the Mobile Money Services.
- 1.16 "conditions of use" means the customer terms and conditions of use of the MMOs Mobile Money and Glo Xchange services;
- 1.17 "Confidential Information" means all secret information and data, whether or not in material form, whatsoever and howsoever derived or acquired relating to Glo Xchange and MMOs Mobile Money, and the provision of the Glo Xchange Services and the Mobile Money Services and all other confidential or secret information disclosed by or on behalf of all parties to each other including the terms of this Agreement.
- 1.18 "Customer" means a retail user or consumer of the "Mobile Money Services " offered at Glo Xchange outlets,
- 1.19 "e-Value" means the electronic value issued by the MMO and representing an entitlement to an equivalent amount of the cash monies held by the Trustee in respect of the purchase of such electronic value.
- 1.20 "Equipment" means all the equipment provided to Glo Mobile by the MMO, and to the agents/sub-agents by Glo Mobile; for the purposes of providing the Mobile Money Services and the Glo Xchange Services, and shall include without limitation the SIM and, where applicable, GSM handset and related accessories, which may include point of sale branding material, MMOs Mobile Money Manual and instructions for the provision of the Mobile Money Services , and Glo Xchange Services manual and instructions for the provision of Glo Xchange Services.
- 1.21 "ID Document" means a person's valid and original National Identity Card, Driver's license, Alien Certificate, Military identity Card or International Passport.
- 1.22 "Log Book" means the written record of Transactions performed by the agent/sub-agent at each Outlet and against which each Customer is required to sign upon successful completion of a Transaction;" Outlet (s)" means the physical address (es) of each place of business from which the agent/sub-agent is authorized to provide the Mobile Money Services and Glo Xchange services to Customers, as set out in the conditions of use.
- 1.23 "PIN" means each MMOs Mobile Money service personal identification number associated with the operation of the MMOs Mobile Money Float by each MMOs Mobile Money Operator.
- 1.24 "Platform" means the technology platform which either holds the MMOs Mobile Money or Glo Xchange Services, Account details of all MMOs Mobile Money Subscribers', or the Glo Xchange Services solution.
- 1.25 "SIM" means the subscriber identity module through which a connection is provided to the agent/sub-agent to facilitate the MMOs Mobile Money and Glo Xchange Services.
- 1.26 "SMS" means short messaging services.
- 1.27 "Trademarks & Trade names" means Glo Xchange name and logo, MMOs Mobile Money name and Logo, which may only be used by the agent and/or sub-agent in accordance with the terms of this Agreement.
- 1.28 "Transaction Limits" means the Limits placed on the Transactions that may be effected by agents/sub-agents from specific Glo Xchange Outlets as specified in the provided MMOs tariff schedule and as further described in the MMOs Mobile Money Manual and Glo Xchange Services manual
- 1.29 "Transactions" means (as the context requires in respect to the provision of the Mobile Money Services through Glo Xchange Services platform)
- receiving cash payments in respect of the purchase of E-value
 - crediting Customers Mobile Money Accounts held with the MMO in accordance with SMS instructions
 - Registering new Customers.
 - Payment of bills at Glo Xchange outlets
 - Any other transaction conducted by Glo customers or at Glo Xchange outlets and not limited to the above
- 1.30 "Web Interface" means either the internet interface through which the MMOs Mobile money Accounts details including Transactions and the MMOs Mobile Money Float balances can be viewed and through which certain Transactions can be completed as more particularly specified in the MMOs Mobile Money Web Page or the internet interface through which Glo Xchange Services is made available to the agents/sub-agents.
- 1.31 "KYC" means know your customer, is a process used by business to verify the identity of their clients.
- 1.32 "AML" means anti-money laundering. A set of procedures laws or regulations designed to stop the practice of generating income through illegal action.
- 2.** Paragraph headings in this agreement are inserted for reference purposes only and shall not elect the interpretation of any of the provisions to which they relate. In this Agreement, unless the context otherwise requires:-
- Capitalized terms shall have the meaning set out in sub-clause (1).
 - References to any gender shall include a reference to all other genders;
 - the singular shall include the plural and vice versa;
 - persons include partnerships and bodies corporate',

2.5 references to any law or regulation shall include a reference to that law or regulation as may be amended, superseded or replaced',

3. APPOINTMENT OF AGENT

3.1 Glo Mobile hereby appoints the agent/sub-agent, and the Agent accepts such appointment, to offer the Mobile Money Services and Glo Xchange Services to Customers as the agent to Glo Mobile on a non-exclusive basis for the duration of this Agreement on the terms set out in this Agreement.

3.2 The Agent's authority to act as agent for Glo Mobile in providing the Mobile Money Services is strictly limited to the performance of the tasks set out in this Agreement and shall not extend to any other matter or thing. The Agent shall not hold itself out as an agent or representative of Glo Mobile or the MMO, and shall have no authority or power to bind Glo Mobile except as expressly authorized by this Agreement. For the avoidance of doubt, the Agent shall have no authority or power to bind the MMO.

3.3 Glo Mobile shall comply with all applicable Laws, rules, regulations and statutory requirements existing in the Federal Republic of Nigeria from time to time, including all applicable anti-money Laundering ('AML') requirements.

4. OBLIGATIONS AND RIGHTS OF THE AGENT

4.1 The Agent's entitlement to remain appointed by Glo Mobile and the MMO as an agent for the Mobile Money Services and Glo Xchange Services is subject to the Agent complying in all respects and at all times with its obligations as set out in this Agreement, and all AML policies and procedures notified to it by Glo Mobile or the MMO.

4.2 Notwithstanding the generality of the provisions of clause 4.1 the Agent shall:-

4.2.1 Offer the Mobile Money Services and Glo Xchange Services to Customers on a non-exclusive basis for the duration of this Agreement;

4.2.2 Use its best endeavours to register new customers for the Mobile Money Services and Glo Xchange Services,

4.2.3 Ensure that each customer signs the services Log Book upon successful completion of a Transaction,

4.2.4 Receive cash payments from customers into the Cash Float in exchange for credits to Customer's MMO Mobile Money Accounts (wallets) with a corresponding debit to the MMOs Mobile Money Float.

4.3 Upon appointment, the Agent may be issued with equipment for use when effecting Transactions using the Equipment in accordance with the terms of this Agreement and the MMOs Mobile Money Manual and Glo Xchange Services manual, and will be granted access to the Web Interface.

4.4 The Agent will be given access to the MMOs Mobile Money Platform and Glo Xchange Services platform and enabled to initiate Transactions.

4.5 The Agent shall not initiate any Transactions other than for the purposes of effecting a bona fide transfer of value from a customer via the MMOs Mobile Money Platform and Glo Xchange Services platform for the Mobile Money Services

4.6 The Agent shall not carry out any transaction with any Customer without receiving, and checking with reasonable diligence, the required customer identification material, as outlined in the MMOs Mobile Money Manual and Glo Xchange Services manual. The Agent shall decline any application if the Agent and/or Aggregator is not satisfied with proof of the Customer's identity.

4.7 The Agent shall take full account of any AML related notifications given by Glo Mobile and the MMO - including any block on dealings or advises to be implemented in order to secure compliance with law.

4.8 In the event that there are insufficient sums available in the MMOs Mobile Money Float at the relevant Outlet to effect the Transaction, the Agent must decline to carry out the Transaction and contact Glo Mobile.

4.9 The Agent acknowledges that it shall not be permitted at any time during the Agreement to sell, display and or otherwise promote the products and services of any person or entity directly or indirectly in competition with the Glo Xchange Services.

4.10 All Equipment supplied to the Agent by Glo Mobile and the MMO shall remain the property of Glo Mobile and the MMO. The Agent shall replace all lost equipment and SIM cards and all equipment, in respect of any loss or damage caused by the Agent's negligence or lack of care, other than SIM card or equipment damaged from general wear and tear. Upon Glo Mobile and the MMO replacing any lost or damaged Equipment, the Agent shall reimburse Glo Mobile and the MMO for the cost of such replacement.

4.11 Notwithstanding clause 4.10 herein the Agent shall keep and maintain the equipment in good condition and repair, fair wear and tear accepted, for use only for the purposes of facilitating the Mobile Money Services and Glo Xchange Services, and shall ensure that any damage to or theft of the equipment is immediately reported to Glo Mobile and the MMO. The Agent agrees to indemnify Glo Mobile and the MMO against and all claims, costs and consequences that may arise out of the breach of this provision.

4.12 The Agent shall only provide the Mobile Money Services and Glo Xchange Services using the tariffs as set out in the tariff schedule that will be provided, and as may be varied by revised tariffs notified to the Agent by Glo Mobile and the MMO from time to time.

4.13 The Agent shall only provide the Mobile Money Services and Glo Xchange Services at the agreed Outlets within any Transaction Limits placed or displayed out on such Outlets.

4.14 The Agent shall at all times comply with the terms of this Agreement and the procedures specified in the MMOs Mobile Money Manual and Glo Xchange Services manual, as updated from time to time, and the Agent further undertakes to comply with all laws, by-laws and any other regulations issued by any competent authority in relation to the operation of the equipment.

4.15 The Agent shall not be entitled to cede or assign any rights granted under this Agreement to any other person.

4.16 The Agent shall not be entitled to appoint sub-dealers for the provision of the services unless directed by Glo Mobile and contracts signed with Glo Mobile thereof

4.17 The Agent agrees to hold in confidence this Agreement and all information, documentation, data and know-how disclosed to it by Glo Mobile and the MMO 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 the written approval of either Glo Mobile or the MMO, as the case may be.

4.18 The Agent shall comply with the terms of the schedules to this Agreement as may be updated from time to time.

4.19 In line with the Central Bank of Nigeria (CBN) Regulatory Framework For Mobile Payment in Nigeria and the Guidelines for the Regulation of Agent Banking and Agent Banking Relationships in Nigeria, the Agent should comply to all due diligent the MMO has to perform before approving the agent to carry out the Mobile Money Services of that MMO.

5. OBLIGATIONS AND RIGHTS OF GLO MOBILE

5.1 Glo Mobile will comply in all respects and at all times with its obligations as set out in this Agreement and the general provisions of the MMOs Mobile Money Service Manual.

5.2 The Agent acknowledges that:

5.2.1 Glo Mobile, or a person acting on its behalf, shall have the right to audit the Agent's activities for AML purposes

5.2.2 Glo Mobile, or a person acting on its behalf, shall have the right at any time during the Agreement Period to inspect the Agents business operations and its Outlets to ensure compliance with the terms of this Agreement

5.3 Glo Mobile shall notify the Agent of the Fee Amount applicable from time to time.

5.4 Glo Mobile shall agree with the Agent what percentage of the commissions earned may be retained by the Agent and arrangements (including timing) for passing on the commissions PROVIDED that the Agent shall be entitled to a minimum of 20% or more of commissions earned.

5.5 Glo mobile shall collaborate with the principal in recruiting, managing and training the agents on the mobile money agent network services, however, the primary responsibility for the agent's activities lies solely with the principal, the MMO in line with the CBN's Regulations.

6. INFORMATION SECURITY

6.1 Each Party shall comply with the provisions of Schedule one, which deals with confidentiality and other information security matters. The obligations of confidentiality contained in Schedule one shall survive the termination of this Agreement and shall continue for a period of 5 years from the date of termination of this Agreement.

7. FLOAT PROVISION

7.1 The MMO Mobile Money Float shall at all times during the Agreement Period be the property of the Agent and shall vary in accordance with the Transactions effected by the Agent.

8. GLO AGENCY OPERATOR REGISTRATION

8.1 The Agent shall appoint a primary Glo Xchange Operator within each Outlet, who will be responsible for administering the Outlet's MMO Mobile Money Float. The Agent shall register each Glo Xchange Operator (once they have completed AML training) and issue such Glo Xchange Operator with an assistant ID, so that the person effecting the Transactions can be identified and recorded. The Glo Xchange Operator can then perform the MMOs Mobile Money Transactions on behalf of the Agent using any phone or mobile device associated with that Outlet's MMO Mobile Money Float.

8.2 The information needed to register Glo Xchange operator shall be:-

- i. Operator's Name
- ii. The number of the Operator's ID Document
- iii. Operator's Address

8.3 The Agent shall be bound by and be responsible for all actions taken by each Glo Xchange operator on its behalf. All actions taken by the Glo Xchange Operator shall be deemed to be actions taken by the Agent.

9. RECORD KEEPING

9.1 The Agent shall keep proper records in relation to its provision of the Glo Xchange services, and shall ensure that the registration particulars of each Customer on the Log Book(s) are promptly sent to Glo Mobile upon request.

9.2 Upon effecting a Transaction the 'Agent will' get an SMS confirmation of the Transaction to be effected, and only upon receipt of such SMS confirmation will the Agent complete the Transaction.

10. FRAUD MANAGEMENT

10.1 In the event of any loss or theft of any equipment by the Agent or its staff, then an immediate written report of such loss or theft must be forwarded to Glo Mobile and the MMO by the Agent, enabling Glo Mobile or the MMO to freeze or immobilize the effective use of the same.

10.2 The Agent will be responsible for the safekeeping and proper use of the equipment by its staff. Each Glo Xchange Operator of the Agent will be issued with a PIN for use when effecting Transactions using the equipment in accordance with the terms of this Agreement and the

MMOs Mobile money Manual and the Glo Xchange manual. The Agent shall inform each Glo Xchange Operator that the PIN must be kept secret. The Agent shall be responsible for all Transactions undertaken using each PIN. The Agent shall indemnify and keep Glo Mobile and the MMO 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 use of the equipment provided to the Agent (or the PIN)

- 10.3 The Agent shall not use the equipment to commit any offence(s) against laws of the Federal Republic of Nigeria. In the event of any breach of the law, the Agent may face prosecution or other legal proceedings at its sole risk as to costs and damages.
- 10.4 The Agent shall, for its own protection, keep confidential all personal identification or security numbers used with the equipment for the provision of the Glo Xchange Services and ensure that they are not disclosed to anyone other than to Glo Xchange Operators.
- 10.5 The Agent acknowledges that the access and use of the Glo Xchange Web Page via the Web Interface by Glo Xchange Operators is subject to the policies and guidelines of acceptable information technology usage as may be published in the services manual(s).
- 10.6 The Agent shall ensure that Operators only access and provide the services in accordance with the terms contained herein and the services Manual(s).

11. BRANDING & PROMOTIONAL MATERIALS & INTELLECTUAL PROPERTY RIGHTS

- 11.1 Glo Mobile shall provide all branding and advertising support materials such as posters, and internal point of sale material at no cost to the Agent (the "materials"). For the avoidance of doubt, the Materials supplied to the Agent (who in turn shall supply these to its outlets) shall remain the property of Glo Mobile, returnable upon demand or upon termination of this Agreement. The Agent shall strictly comply with all instructions given to it by, or on behalf of, Glo Mobile in respect of the Materials and their use.
- 11.2 The Agent shall prominently display the Materials supplied by Glo Mobile. The Agent shall not use any other branding or advertising materials in connection with the service(s) except the ones provided for the Glo Xchange service(s)
- 11.3 The Agent shall not use, and shall procure that other authorised users do not use, (i) the Trademarks and Trade names, or (ii) any other trademarks, copyright works or other materials in which Glo Mobile or its group companies own any intellectual property rights, except as part of the Materials. The Agent shall not modify the Materials in any manner whatsoever.
- 11.4 The Agent shall not use any trademarks that are confusingly similar to (i) the Trademarks and Trade names, or (ii) any other trademarks, copyright works or other materials in which Glo Mobile or its group companies own any intellectual property rights unless authorised.
- 11.5 The Agent shall not display anything that bears the branding of, or which refers to, any competitors of Glo Mobile or its Affiliates in any location where the Glo Xchange service(s) is made available.
- 11.6 The Agent shall promptly notify the Glo Mobile (in order that Glo Mobile can promptly notify the MMO) of any actual, threatened or suspected infringement, improper or wrongful use of (i) the Trademarks and Trade names, or (ii) any other trademarks, copyright works or other materials in which Glo Mobile or its group of companies own any intellectual property rights, that comes to the Agent's notice.
- 11.7 The Agent shall, at the expense of Glo Mobile, take all reasonable measures to assist Glo Mobile to protect and maintain the intellectual property rights of Glo Mobile or its group of companies. The agent shall display at the Outlets the text as stipulated by Glo Mobile from time to time disclosing to the general public that the Agent is licensed by Glo Mobile to provide Glo Xchange services and is not a branch or agent of the MMO and no direct agency relationship exists or is hereby created between the parties. Agent shall display at its outlets such other trade or service marks or copyright notices as Glo Mobile may stipulate from time to time.
- 11.8 The Agent agrees that all goodwill accruing to (i) the Trademarks and Trade names, or (ii) any other trademarks, copyright works or other materials in which Glo Mobile or its Group of companies own any intellectual property rights, by virtue of their use in accordance with this agreement shall accrue to Glo Mobile or its group of companies as appropriate and that neither the Agent nor its Sub-Agent acquires any rights in any of the said (i) Trademarks and Trade names, or (ii) any other trademarks, copyright works or other materials in which Glo Mobile or its group companies own any intellectual property rights. Upon request, the Agent shall execute a confirmatory assignment of any such goodwill to Glo Mobile or its group companies.)

12. LIABILITY

(Note to Agent - you should take your own advice on whether you should Limit your Liability to the Sub-Agent).

13. TAX

(Note to Agent – you should own your own tax obligations and the content of a tax clause in this Agreement)

- 13.1 Any taxes, charges, impositions or levies imposed on any Party in the performance of its obligations in relation to the Glo Xchange services (including income taxes, VAT, excise taxes and withholding taxes) shall be paid by that Party, it being solely that Party's obligation to collect and remit such taxes to the relevant taxing authorities'
- 13.2 Nothing in this Clause shall be interpreted to require any party to bear any income taxes which under applicable law(s) is imposed upon recipients of remittances

14. NO GUARANTEED INCOME

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

15. INSURANCE

Each of the Parties shall maintain insurance policies as may be required by law in connection with their respective businesses.

16. INDEMNITY

(Note to Agent - you should take your own advice on whether you should have an indemnity in this Agreement from the Sub-Agent, similar to the draft clause set out below)

The Agent shall indemnify Glo Mobile and the MMO, and keep Glo Mobile and the MMO indemnified, from and against any and all costs incurred by the Agent (including but not limited to any legal fees and costs) and any or all loss, damage or liability, whether criminal or civil, suffered by the Agent resulting from a breach of this Agreement by the Agent including but not limited to breaches caused by any act, neglect or default of the Agent, the Agent's employees, or any third party claim in respect of any matter arising from the Agent's conduct.

17. TERMINATION

17.1 This Agreement shall, unless terminated in accordance with the provisions of clause 17.2, endure until the completion of the Agreement Period.

17.2 This Agreement may be terminated as follows:

- 17.2.1 by Glo Mobile giving not less than thirty (30) days prior notice of termination;
- 17.2.2 immediately upon the termination or expiry of the Glo Xchange Agreement;
- 17.2.3 immediately by Glo Mobile:
 - i. if the Agent acts in a manner that is inappropriate',
 - ii. if the Agent is in breach of this Agreement, or any applicable law or regulation; and/or
 - iii. Following express instructions from Glo Mobile in circumstances where the Agent is guilty of inappropriate conduct or for any other reason that, in the sole discretion of Glo Mobile warrants termination.

17.3 In the event of such termination or the natural expiry of the Agreement the following conditions shall apply:

- 17.3.1 The agent agrees that it will not, during the term and for 12 months after its expiration or termination, act as an agent for or represent, or operate as principal, another mobile money service or engage directly or indirectly in any mobile money service other than as an agent of Glo Xchange. Furthermore, the agent agrees that its employees, subsidiaries (i.e. any entity in which the agent has a shareholding and has the ability to exercise control over the operations of that entity), officers and directors will not, during the term of this agreement and for 12 months after its expiration or termination, act as an agent for or represent, or operate as principal, another mobile money service or engage directly or indirectly in any mobile money service other than as an agent for Glo Xchange. Section 17.3.1 shall not restrict subsidiaries of the agent from offering competing mobile money services from the federal republic of Nigeria PROVIDED that the agent has notified Glo Mobile in advance and obtained Glo Mobile's prior written confirmation that Glo Mobile does not offer the mobile money service in any State in the republic and does not intend to offer the mobile money services in the States during the term of this agreement.
- 17.3.2 The Agent shall no longer hold itself out as being an agent of the Glo Xchange for the supply of Glo Xchange services and shall immediately cease providing Glo Xchange Services.
- 17.3.3 The Agent shall cease forthwith to use any of the equipment, the Trade names and Trademarks.
- 17.3.4 The Agent shall immediately return the equipment to Glo Mobile in good working order subject to allowable fair wear and tear
- 17.3.5 Subject to any rights of set off in respect of any claims against the Agent, the Agent will be entitled to receive any commissions earned as at the date of termination and shall not be entitled to claim for any other costs, expenses whatsoever arising directly or indirectly from any loss of business.
- 17.3.6 The agent agrees that the limitations in this section 17.3 are in the public interest, by protecting the general public from confusion and the passing off of other competing services and that the agent's compensation adequately compensates it for this limitation.
- 17.4 Upon termination of this Agreement for any reason the Agent shall have no claim against Glo Mobile or the MMO for compensation for loss of distribution or other rights, loss of goodwill or any similar loss.
- 17.5 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 of termination and shall be without prejudice to any rights and liabilities of the Parties which may have already accrued prior the date of termination.

18. RIGHT OF SET OFF

Glo Mobile shall have the right to off-set any sums owed by it to the Agent hereunder against any sums due and owing by the Agent whether under this Agreement or otherwise.

19. GOVERNING LAW AND JURISDICTION

This Agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with Federal republic of Nigeria Law..

20. GENERAL PROVISIONS

20.1 This Agreement constitutes the entire agreement between the Parties and supersedes any previous agreement or relationship of whatsoever nature between the parties in respect of the

- Glo Xchange service(s). A variation of this Agreement is valid only if it is in writing and signed by or on behalf of each Party.
- 20.2 All notices or other communications to be given under this Agreement to either Party shall be made in writing and sent by letter (unless as otherwise stated herein) to aforesaid addresses.
- 20.3 Except where this Agreement provides otherwise, the rights and remedies contained in it are cumulative and not exclusive to rights or remedies provided by law. The failure to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.
- 20.4 If any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, the Parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality and the remaining provisions of this Agreement shall remain in full force and effect.
- 20.5 Unless otherwise required by law, the Agent shall not make, or cause to be made, any press release, public announcement or disclosure to any third Party in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news Media without the prior written consent of Glo Mobile.

IN WITNESS WHEREOF this Agreement has been duly executed in two counterparts on the Effective Date By:-

Glo Mobile Limited	AGENT
NAME:	NAME:
DESIGNATION:	DESIGNATION:
DATE:	DATE:
SIGNED:	SIGNED:

In the Presence of: In the Presence of:

Name: Name:

Signed: Signed:

Schedule One

Information Security

- 1) All Confidential Information given by a Party ('Disclosing Party') to another Party ('Receiving Party') or otherwise obtained by the Receiving Party shall be treated by the Receiving Party, its employees and subcontractors as confidential and shall not be used other than for the benefit of the Disclosing Party or the furtherance of the Receiving Party's participation in the Glo Xchange Programme. The foregoing applies notwithstanding that such Confidential Information may have been disclosed prior to this Agreement.
- 2) The Receiving Party undertakes not to disclose, without the prior consent in writing of the Disclosing Party, Confidential Information of the Disclosing Party in whole or in part to any other person save to:
 - a. those of its officers, employees, agents and contractors who have a reasonable need to know that information in order for the Receiving Party to be able to perform its obligations or exercise its rights under this Agreement; or
 - b. Its professional advisers and auditors who are subject to appropriate professional duties of confidence.
- 3) The Receiving Party undertakes:

- a. to protect the Confidential Information of the Disclosing Party to at least the same manner as it protects its own;
 - b. not to co-mingle the Confidential Information of the Disclosing Party; and
 - c. To impose on any person to whom it discloses Confidential Information of the Disclosing Party under Section (2) (a) above confidentiality obligations that are equivalent to those imposed on the Receiving Party under this Schedule and the Receiving Party shall be responsible for any breach of those obligations as if it was a breach of this Schedule.
- 4) The provisions of the preceding section shall not apply to any information that:
 - a. Becomes public knowledge other than by breach of the terms in this Schedule',
 - b. Is in the possession of the Receiving Party without restriction in relation to disclosure before the date of receipt from the Disclosing Party;
 - c. Is received from a third party who lawfully acquired or developed it and who is under no obligation restricting its disclosure', or
 - d. Is independently developed without use of the Disclosing Party's Confidential Information.
 - 5) The Receiving Party shall not be in breach of this Schedule if it is obliged to disclose confidential information of the Disclosing Party by order of a court of competent jurisdiction, pursuant to a regulatory demand or the rules of an internationally recognized stock exchange provided that, so far as practical, the Receiving Party gives the Disclosing Party prior written notice of such disclosure and provides reasonable assistance to the Disclosing Party in trying to prevent or contain such disclosure.
 - 6) At the request of the Disclosing Party, the Receiving Party shall promptly (and in any event within thirty (30) days) return to the Disclosing Party or at its option, destroy all Confidential Information of the Disclosing Party and shall certify by a signature of an authorized officer that he has done so. In respect of confidential information stored electronically, it shall be sufficient that a party uses its reasonable endeavors to expunge such data from its systems. This shall not include the expunging of such data from a party's enterprise level backups or archives unless and until such backups and/or archives are restored to a live environment.
 - 7) The Parties acknowledge that damages alone shall not be an adequate remedy for a breach of the obligations in this Schedule and a Party may obtain injunctive relief from a court in order to restrain any actual or threatened breach.
 - 8) The Parties acknowledge that they may need to collect personal data from customers in order to process the MMOs Mobile Money Transactions and otherwise participate in the Glo Xchange Programme. The Party collecting the personal data shall be the data controller and each other Party required to process the data shall be a data processor. Each party is responsible for familiarizing itself with all legislation and/or regulations that apply to personal data that they collect or process in connection with this Agreement (all referred to together as the "**Data Protection Requirements**"). Each data processor shall comply with all of their obligations under the Data Protection Requirements and in particular shall:
 - a. subject to Data Protection Requirements, only process personal data in accordance with the relevant data controller's instructions and for the purposes of the Glo Xchange Programme and without limiting the foregoing without the written consent of the data controller shall not use personal data as to which it is not the data controller for marketing purposes;
 - b. implement appropriate technical and organizational measures to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access to the personal data; and
 - c. Take reasonable steps to ensure the reliability of staff that has access to the personal data.
 - 9) At any time during the term of this Agreement and for one year after its termination, each data controller will have the right, following reasonable written notice, to review or audit the processes, procedures and practices used by each data processor in order to maintain the security of personal data being processed for the purposes of the Glo Xchange services. The review or audit shall be at the data controller's cost unless the review or audit reveals that the data processor has failed to comply with its obligations under this Schedule, in which case the data processor shall reimburse the data controller for the reasonable cost of the review or audit.
 - 10) The Parties may disclose personal information of customers and other information related to Glo Xchange services as required to comply with any applicable Legal Requirement or to relevant law enforcement and regulatory authorities to the extent permitted by Legal Requirements. If a law enforcement or regulatory authority requests of a Party that is not the data controller any such information (outside of normal reporting requirements) the party receiving the request if permitted by Legal Requirements shall promptly notify the data controller and, if requested by the data controller, will cooperate with the data controller in any effort to obtain a protective order or in other protective measures. To the extent permitted by Legal Requirements, if requested by a Party each Party will cooperate with the requesting Party in order to comply with Legal Requirements and to respond to appropriate inquiries from law enforcement or regulatory authorities.

When accessing or using the Glo Xchange System, Agent shall comply with all applicable security policies and procedures notified to them by Glo Mobile from time to time.