

Firstmonie

AGENT AGREEMENT

THIS MOBILE PAYMENT AGENT AGREEMENT is made this.....day of, 2012.

BETWEEN:

PRIDAR SYSTEMS LIMITED, a private limited company incorporated under the laws of the Federal Republic of Nigeria with registered office address at Samuel Asabia House, 35 Marina, Lagos (hereinafter referred to as **Firstmonie** or “**Operator**”) of the one part;

AND

[●], a private limited company incorporated under the laws of the Federal Republic of Nigeria with registered office address at [●] (hereinafter referred to as the “**Agent**”) of the other part.

(**Firstmonie** and the **Agent** are hereinafter jointly referred to as “**Parties**” and each a “**Party**”)

RECITALS

- a) Pridar Systems Limited is licensed by the Central Bank of Nigeria to provide Mobile Money Services (as hereinafter defined) in Nigeria.
- b) Pridar Systems Limited is desirous of engaging the services of agents to provide Agency Services (as hereinafter defined) in connection with the provision of Mobile Money Services to its customers.
- c) The Agent has agreed to provide the relevant Agency Services to Pridar Systems Limited”.
- d) In furtherance of the above, the Parties have agreed to enter into this Agreement, for the purpose of articulating the terms and conditions that will govern the provision of the Agency Services.

NOW THEREFORE, inconsideration of the mutual covenants and promises hereinafter set forth, the Parties agree as follows:

1. DEFINITIONSANDINTERPRETATIONS

1.1 The defined terms used in this Agreement (including the Recitals) shall have the meanings specified in this clause **Error! Reference source not found.**:

1.1.1 “**Agency Services**” means the services to be provided by the Agent in accordance with the terms of this Agreement and more specifically detailed in Appendix I hereto.

1.1.2 “**Agreement**” means this Mobile Payment Agent Agreement.

1.1.3 “**Business Day**” means a day (other than a Saturday, Sunday or public holiday declared by the Federal Government of Nigeria) on which banks in Nigeria are open for business.

- 1.1.4 “**Cash-in**” means the process through which a customer deposits money into his Customer Account;
- 1.1.5 “**Cash-out**” means the process through which a Customer withdraws money from his Customer Account;
- 1.1.6 “**CBN**” means Central Bank of Nigeria.
- 1.1.7 “**CBN License**” means the license issued to Pridar Systems Limited by the CBN for the provision and operation of Mobile Money Services in Nigeria.
- 1.1.8 “**CBN Regulations**” means the Regulatory Framework for Mobile Payments Services in Nigeria issued by the CBN, including but not limited to any amendments thereto, as may be published by the CBN from time to time.
- 1.1.9 “**Confidential Information**” means:
- (a) any information relating to Firstmonie, or any of its Customers, received or held by the Agent (which has been transferred disclosed or obtained orally, visually, electronically or by any other means) in connection with the Agency Services and includes, without limitation, personal information concerning the Customer’s Mobile Money Account, the Customer’s transaction information and details and all other information acquired by the Agent in connection with this Agreement or the performance of the Agency Services; and/or
 - (b) all information received by the Agent in connection with the installation, use, operation and maintenance of any system or materials provided by Firstmonie in connection with the Mobile Money Service.
- 1.1.10 “**Customer**” means any person who has subscribed or registered for the use of the Firstmonie Services.
- 1.1.11 “**Customer Account**” means an electronic account in which E-Money held by a Customer from time to time is stored, and which is accessible from a Mobile Equipment.
- 1.1.12 “**E-Money**” or “**E-Float**” means the electronic money issued by Firstmonie representing an entitlement to an equivalent amount of cash held by Firstmonie in respect of the purchase of such electronic value.
- 1.1.13 “**Firstmonie Equipment**” means all facilities, information, documentation including hardware, software and other resources provided to the Agent by Firstmonie in connection with the installation, use, operation, modification, support and maintenance of any system or materials required for the Mobile Money Services and the provision of the Agency Services and includes the Firstmonie Software.

- 1.1.14 “**Firstmonie Services**” or “**Mobile Money Services**” or “**MMS**” means the mobile payment solution provided by Firstmonie for the transfer and receipt of E-Money between Customers without necessarily having a bank account.
- 1.1.15 “**Firstmonie Software**” means the software required to be downloaded to Customers’ Mobile Equipment to access the Firstmonie Services.
- 1.1.16 “**Intellectual Property Rights**” means all copyright and rights in the nature of copyright, trademarks (including all goodwill in them) and domain names, registrations and applications for registration of any of the above, moral rights, know-how, confidential information, and any other intellectual or industrial property rights, whether now known or in the future arising.
- 1.1.17 “**Mobile Equipment**” means a Customer’s mobile phone and SIM Card or other equipment which when used together allows access to the Firstmonie Services.
- 1.1.18 “**Partner Bank**” means First Bank of Nigeria Plc, being the bank in which the equivalent amount of cash representing the E-Money is deposited.
- 1.1.19 “**Service Point**” means the office of the Agent to be used in connection with the provision of the Agency Services.
- 1.1.20 “**SIM Card**” means the subscriber identity module which when used with the appropriate Mobile Equipment enables Customer to use the Firstmonie Services.
- 1.1.21 “**Term**” means the “Initial Term” and the “Renewal Term” as both defined in Clause 3 hereof.
- 1.1.22 “**Transaction**” means any cash-in or cash-out payment carried out by a Customer through the Mobile Money Services platform.

1.2 Reference to:

- (a) a person includes a legal or natural person, partnership, trust, company, government or local authority department or other body (whether corporate or unincorporated);
- (b) a statutory or regulatory body shall include its successors and any substituted body;
- (c) an individual includes, where appropriate, his personal representatives;
- (d) the singular includes the plural and vice versa; and
- (e) one gender includes all genders.

1.3 Unless otherwise stated, a reference to a clause, sub-clause or appendix is a reference to a clause or sub-clause of, or appendix to, this Agreement and a reference to this Agreement includes its appendixes.

1.4 Clause headings in this Agreement and in the appendixes are for ease of reference only and do not affect the construction of this Agreement or its appendixes.

2. APPOINTMENT AS AGENT

2.1 Subject to the terms and conditions of this Agreement, Firstmonie hereby appoints the Agent as a non-exclusive, authorized independent contractor for the provision of the Agency Services.

2.2 Further to the appointment in Clause 2.1, Agent hereby accepts the appointment and shall provide the Agency Services to Customers in accordance with this Agreement.

2.3 Notwithstanding anything contained in this Agreement, it is agreed and understood that the employees, subcontractors, sub-agents, consultants or other representatives of the Agent are not and shall not be deemed to be employees of Firstmonie and Agent assumes full responsibility for their acts and for their supervision, daily direction and control in connection with the provision of the Agency Services and shall be liable to the Operator in this regard.

3. TERM

3.1 This Agreement shall commence from the date of execution by the Party signing last ("**Effective Date**") and shall subsist for an initial period of one (1) year] (the "**Initial Term**").

3.2 Upon the expiration of the Initial Term and unless otherwise terminated pursuant to Clause 12 hereof, this Agreement shall be automatically renewed for successive one (1) year periods ("**Renewal Term**") by the written mutual agreement of the Parties.

4. OBLIGATIONS OF THE AGENT

4.1 The Agent shall at all times during the subsistence of this Agreement perform the Agency Services.

4.2 The Agent shall, in the performance of the Agency Services:

4.2.1 ensure that the Service Point remains open for rendering the Agency Services during normal business hours on all Business Days;

4.2.2 maintain adequate, suitable and sufficiently staffed Service Point as are necessary to ensure the efficient and timely performance of the Agency Services;

4.2.3 at its own cost, cause staff at Service Point to receive training in respect of the operation of the MMS and efficient performance of the Agency Services;

4.2.4 grant access to the authorized representatives of Firstmonie during regular business hours, to audit any one or more of the Service Points and the performance of the Agency Services;

4.2.5 at its own cost and expense to prepare, maintain and retain in electronic or other format acceptable to Firstmonie and for a period of seven (5) years after expiration or termination of

this Agreement, accurate and current books and records applicable to the Agency Services including, without limitation, service and repair records, quality documentation, the date, names and contact information of Customers (individually and collectively called "Records").

- 4.2.6 permit designated representatives of Firstmonie, at all reasonable times during normal business hours and upon prior notice, to audit, inspect, and copy the Records;
- 4.2.7 promptly provide, upon Firstmonie's direction, any Records in a format as may be requested by Firstmonie;
- 4.2.8 serve as Firstmonie's liaison and promptly handle, in coordination with Firstmonie, as Firstmonie deems appropriate and may direct, all inquiries, orders and complaints that Agent receives from Firstmonie's Customers regarding the MMS, including complaints regarding Agent's performance of the Agency Services;
- 4.2.9 cooperate and use its best efforts to assist Firstmonie in the dissemination without limitation, any MMS safety alerts, technical service bulletins, etc. to Firstmonie Customers, should they arise, or any other information as may be requested by Firstmonie;
- 4.2.10 procure and at all times maintain at its own cost and expense, without limitation, all current and future required licenses, permits and governmental approvals as applicable to enable Agent, its Service Points and its employees to lawfully comply with its obligations under this Agreement;
- 4.2.11 comply with the CBN Regulations and any applicable laws;
- 4.2.12 use the Firstmonie Equipment solely in connection with operating and offering of the Agency Services;
- 4.2.13 not utilize or allow unauthorised personnel to offer the Agency Services or otherwise assist in the performance of this Agreement (whether directly or otherwise);
- 4.2.14 ensure that it does not discriminate against any Customer and must honour all valid Transactions, provided that such transaction is not illegal or appear suspicious;
- 4.2.15 prominently and unequivocally display branding and advertising materials provided by Firstmonie at its Service Points and ensure same is visible to the general public and shall on no condition generate Firstmonie branding and advertising materials on its own except with Firstmonie's consent.

5. OBLIGATIONS OF THE OPERATOR

The Operator shall at all times during the subsistence of this Agreement:

- a. provide the requisite training to the Agent and its personnel (at the cost of the Agent) to enable the Agent provide the Agency Services;
- b. make the Firstmonie Equipment available to the Agent;
- c. provide the Agent with Customer registration forms and other documents required to effectively perform the Agency Services;
- d. notify Agent of any communication between it and CBN relating to the Agency Services or of any CBN regulations or directives relating thereto.

6. AGENCY FEES

- 6.1 In consideration of the Agency Services, First Monie shall pay a commission to the Agent as may be determined by Firstmonie for every customer registered at the service point.
- 6.2 The commission payable pursuant to clause 6.1 shall be credited to the Agent's account when the customer performs his first transaction.
- 6.3 Without prejudice to the commission payable pursuant to clause 6.1. Firstmonie shall pay the Agent an additional fee as may be determined by Firstmonies on every valid cash transaction (cash loading and cash out) performed at the Service Point by a Customer.
- 6.4 The fee prescribed in clause 6.3 shall be credited to the Agent's Account at the time each transaction is performed but in any case no later than ten (10) Business Days following the transaction.
- 6.5 Save as specified in Clause 6.1-6.4, it is hereby agreed that the Agent and its personnel shall have no other claims against Firstmonie for commissions, salaries or other items of expense in relation to the Agency Services or anything done pursuant to this Agreement.

7. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants, as of the Effective Date, to the other Party that:

- a. it has full power and authority to enter into, and perform its obligations under, this Agreement;
- b. there are no conditions, events, occurrences or other circumstances that might materially adversely affect its ability to carry out its obligations under this Agreement;
- c. its execution and performance of this Agreement will not contravene any provision of, or constitute a default under, any law, its constitutional documents or other agreement to which it is a party; and
- d. it has the financial capability, technical competence and good standing to perform its obligations under this Agreement.

8. INSURANCE

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

9. INDEMNIFICATION

9.1 Each Party will indemnify the other, its officers, directors, agents and employees and hold them harmless from and against all direct liabilities, losses, costs and damages (including without limitation court costs and reasonable attorneys' fees) that the indemnified Party or any of its officers, directors or employees incur or suffer as a result of death or bodily injury or damage to tangible personal property, to the extent (a) arising under or related to this Agreement, and (b) caused by the negligence or willful misconduct of the indemnifying Party or its employees or agent or breach of this Agreement by the indemnifying Party.

9.2 Notwithstanding anything to the contrary contained in this Clause 9 or elsewhere in this Agreement, Agent understands and agrees that Firstmonie shall have no obligation to indemnify Agent under this Agreement if Agent (a) performs services outside the scope of the Agency Services, or (b) continues to perform the Agency Services despite the expiration or termination of this Agreement.

10. CONFIDENTIALITY

10.1 Agent agrees that it will use all Confidential Information only to further the performance of the Agency Services, and for no other purpose.

10.2 Agent shall disclose Confidential Information only to those of its employees, representatives or agents (who are bound to confidentiality as part of their employment or engagement with Agent or who shall have separately agreed in writing to be bound by these confidentiality terms) that have a need to know the Confidential Information in relation to the performance of this Agreement.

10.3 Except as provided above, Agent agrees that during the Term and for a period of five (5) years after the termination or expiration of this Agreement, it will not disclose Confidential Information to any other person or entity without the express, prior written consent of Firstmonie.

10.4 Agent agrees that it will protect Firstmonie Confidential Information with the same degree of care as it uses to protect its own confidential information (which shall not be less than reasonable care).

10.5 The foregoing confidentiality obligations shall survive expiration or termination of this Agreement and shall remain binding on the Agent and its affiliates, successors and assign for the period identified herein with the exception, however, of Confidential Information that becomes part of the public domain without fault of Agent, or any employee, agent, or representative of Agent.

11 INTELLECTUAL PROPERTY RIGHTS

11.1 The ownership of all Intellectual Property Rights in the Firstmonie Equipment shall, at all times, be and remain vested in Firstmonie Agent shall not itself, directly or indirectly, or through or in connection with any

parent, subsidiary, affiliate, agent or other third party or person copy, modify, revise, create, decompile, disassemble, re-program, reverse, engineer or otherwise deal with the Firstmonie Equipment or, in whole or in part, write or develop any derivative software or any other software program based upon the Firstmonie Equipment, or related information or permit use of the Firstmonie Equipment by any third party or entity without Firstmonie's prior written consent.

- 11.2 During the Term, Firstmonie grants Agent a non-exclusive, limited, non-transferable, non-assignable right to identify itself as a "FIRSTMONIE™ Authorized Agent" (hereinafter called the "**Authorized Mark**").
- 11.3 No other right or license is granted to Agent for the use of any other Firstmonie trademarks or trade names or any variant thereof or any other variant of the Authorized Marks, other trade name or trademark used or owned by Firstmonie or its parent or associated companies ("**Firstmonie Marks**") without the express written permission of Firstmonie.
- 11.4 Agent acknowledges and agrees that, except as expressly provided in this Agreement or otherwise expressly provided by Firstmonie in writing, (i) it has no rights or interest of any kind in or to any Firstmonie Marks, and (ii) it will not assert any rights or interest in any of the Firstmonie Marks or other proprietary data of Firstmonie by virtue of the rights granted to Agent under this Agreement.
- 11.5 All rights arising from Agent's use of the Authorized Mark(as part of its Agency Services shall inure to the sole benefit of Firstmonie.
- 11.6 Agent shall not register the Firstmonie Marks or the Authorized Mark, or other similar designations with any governmental body or register any variant thereof as a domain name, or as part of Agent's business name, or as user or seller name on Twitter, Ebay, Facebook, or any other current or future media or format available on the Internet.
- 11.7 To the extent required to preserve Firstmonie's rights, and at Firstmonie's request, Agent shall execute such registered User Agreements or other documents that may be necessary or desirable by Firstmonie to protect the Firstmonie Marks.
- 11.8 Agent shall use only Firstmonie provided artwork of the Authorized Mark and the Firstmonie Marks (hereinafter individually and collectively "Artwork") only in the manner permitted or authorized by Firstmonie in writing. Additionally, Firstmonie may provide access to such Artwork electronically (including its website) or otherwise; provided, however, that Agent agrees in advance with the terms and conditions of usage of the Firstmonie Marks or Authorized Mark, which may change from time to time without prior notice from Firstmonie. Agent shall not provide Artwork obtained or accessed from Firstmonie to any third party.

12 TERMINATION

- 12.1 Firstmonie shall have the right to terminate this Agreement immediately by giving written notice to Agent if, at any time:

- a. Agent becomes insolvent, is adjudged bankrupt, files or has filed against it a petition under any of the provisions of bankruptcy or other laws relating to insolvency, or if a receiver or administrative receiver is appointed for its business or property, or Agent makes an assignment for the benefit of creditors, attempts to assign this Agreement without written consent of Firstmonie, ceases or threatens to cease to carry on its business, passes a resolution for winding up or, in the sole judgment of Firstmonie, suffers a material impairment of its credit;
 - b. there shall have occurred a change of control in the ownership of the Agent capable of adversely affecting performance of Agent's obligations under this Agreement;
 - c. Agent breaches any one or more of the obligations in Clause 4; or
 - d. Default is made by Agent under any other agreement it has with Firstmonie.
- 12.2 Notwithstanding anything contained herein to the contrary, if Agent has breached a provision of this Agreement and been given the opportunity to cure such breach and Agent breaches the same provision within a 90-day period, Firstmonie may immediately terminate this Agreement without providing any additional notice or opportunity to cure.
- 12.3 Except as provided otherwise in Section 12.1 above, Firstmonie may terminate this Agreement by providing the Agent with thirty (30) days prior written notice of its intention to terminate if the Agent fails to cure any default as described in (i) – (ii) of this Clause 12.3 within ten (10) days of Agent's receipt of written notice of such default; specifically if Agent:
- (i) markets mobile payment solutions operated by others under or as Firstmonie Services;
 - (ii) fails for any reason to (a) carry on its business in the ordinary course; or (b) for ten (10) consecutive Business Days to keep its Service Points open during and for not less than the hours customary in the Agent's area.
- 12.4 Immediately upon the expiration or termination of this Agreement for any reason, and notwithstanding any claim by Agent that termination is wrongful, Agent shall:
- (a) cease to use the "Authorized Mark" including, without limitation, removing all signage from the exterior and interior of its building or premises that include the Authorized Mark;
 - (b) take all necessary steps to change its listing in telephone directories, website(s), and do all other acts necessary to remove any other identification of Agent as a provider of the Agency Services;
 - (c) deliver to Firstmonie all banners, signs, samples, price lists, sales promotion materials and any other materials for the MMS in Agent's possession that were furnished by Firstmonie to Agent; and
 - (d) supply Firstmonie with such information regarding Customers as is reasonably necessary for Firstmonie to assume or transfer, following expiration or termination of this Agreement, service

and support responsibilities with respect to the Agency Services performed by Agent under this Agreement.

- 12.5 Further, upon expiration or termination, Agent shall refrain from taking any action that could indicate Agent is acting as a "FIRSTMONIE™ Authorized Agent".
- 12.6 The Parties agree that any business relations between Firstmonie and Agent after the expiration or termination of this Agreement for the Agency Services shall not operate as an extension or renewal of this Agreement.
- 12.7 Nevertheless, Agent's obligations under clauses [] of this Agreement shall survive the expiration or termination of this Agreement.
- 12.8 FIRSTMONIE SHALL NOT BE LIABLE TO AGENT FOR DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING LOST PROFITS, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, BECAUSE OF THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH THIS CLAUSE 12.
- 12.9 Agent shall not be entitled to any payments in the nature of termination indemnities including without limitation, loss of goodwill, prospective profits or anticipated orders, or on account of any expenditures, investments, leases or commitments made by Firstmonie or Agent, or for any other reason whatsoever based upon or growing out of such termination.
- 12.10 Agent hereby expressly waives any special, additional or statutory compensation or claim for damages, indemnities, or penalties to which it maybe entitled because of the expiration or termination of this Agreement, with or without cause. Agent acknowledges and agrees that it shall earn compensation solely because of its performance of Agency Services.
- 12.11 Agent further acknowledges and agrees that it has no expectation and has received no assurances, representations or warranties that its business relationship with Firstmonie will continue beyond the stated term of this Agreement or its earlier termination, or that any investment by Agent to become and have the right to perform the Agency Services, including any investment in the MMS, will be recovered or recouped, or that Agent shall obtain any anticipated amount of profits or have any business success by virtue of this Agreement or Agent's sale and performance of the Agency Services.

13 FORCE MAJEURE

- 13.1 Neither Party shall be liable for failure to perform any obligation under this Agreement if the failure is caused by war, terrorist actions directly affecting a Party, insurrection, riot, fire, explosion, flood, strike, lock-out, injunction, acts or regulations of national or local governments, or act of God, or any other cause not attributable to and beyond the reasonable control of the Party and which such Party could not have reasonably foreseen, avoided or overcome.

13.2 The Party claiming relief pursuant to this Clause shall promptly notify the other Party in writing of the facts indicating the existence of force majeure conditions and the relief claimed. The Parties agree to use their best efforts to overcome such conditions. Such conditions shall not relieve any Party of its obligation to perform any part of this Agreement at such time and to such extent as may be possible subsequent to the occurrence thereof and within reasonable time thereafter. Should such conditions continue unabated, despite a Party's best efforts to overcome them for three (3) weeks from the date of notice given pursuant hereto, then the Party receiving such notice shall have the option to terminate this Agreement without liability to the other Party for the consequences of such termination.

14 ASSIGNMENT

14.1 Firstmonie reserves the right to assign, delegate, sub-contract or otherwise transfer any or all of its rights and obligations under this Agreement, upon written notice to the Super-Agent.

14.2 The Agent shall not assign, delegate, sub-contract or otherwise transfer any or all of its rights and obligations under this Agreement without the prior written consent of the Operator.

15 NOTICE

15.1 Any notice in connection with this Agreement shall be in writing in English and delivered by hand, registered post, email or by courier using an internationally recognised courier company. A notice shall be effective upon receipt and shall be deemed to have been received (i) at the time of delivery, if delivered by hand, registered post or by courier or (ii) at the time of transmission if delivered by email provided that in either case, where delivery occurs outside working hours, notice shall be deemed to have been received at the start of working hours on the next following Business Day. For the purposes of this Clause "**business hours**" means between the hours of 8 a.m. and 5 p.m. inclusive, Lagos time.

15.2 The addresses of the parties for the purpose of clause 14.1 are:

If to Firstmonie:

PRIDAR SYSTEMS LIMITED

□

If to Agent

[●].

16 WAIVER

Waiver by a Party of a breach of a term of this Agreement, or of a default under it, does not constitute a waiver of another breach or default nor affect the other terms of this Agreement.

17 INVALIDITY

If a provision of this Agreement is held to be illegal or unenforceable, in whole or in part, under an enactment or rule of law, it shall to that extent be deemed not to form part of this Agreement and the enforceability of the remainder of this Agreement shall not be affected.

18 GOVERNINGLAW

The provisions of this Agreement shall be governed by and construed in accordance with the Laws of the Federal Republic of Nigeria.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be made on the day and year first above written.

The **COMMON SEAL** of the within-named Agent [] was hereunto affixed

In the presence of:

DIRECTOR

SECRETARY

Signed, sealed and delivered by the authorized representatives of the within named **PRIDAR SYSTEMS LIMITED**

Signature.....

Name:

Designation

Date

In the presence of

Witness Name:

Signature

Address

Occupation

APPENDIX I

[AGENCY SERVICES]

The Agency Services to be rendered by the Agent shall entail the following:

1. Registration of Customers

The registration of Customers for Firstmonie Services at its Service Points by:

- a. obtaining duly completed registration forms containing Customer's personal information such as name, address, email, telephone number, date of birth;
- b. entering the Customer's personal information on the Operator User Application on its designated phone, and confirm this information with their PIN number;
- c. installation of the Firstmonie Software on the Customer's Mobile Equipment and ensuring same is working at the time of registration;
- d. collection of documentation sufficient to prove such customer's identity including utility bills, international passport, driving license etc and such other information as may be required by Firstmonie, from time to time.

2. Transaction Services

- 2.1 The Super-Agent shall open and maintain a current account with Partner Bank ("Firstmonie Agent Account") for purposes of the Agency Services;
- 2.2 The Super-Agent shall assist Customers desirous of effecting Transactions through the Mobile Money Services, including:
 - a. effect all valid request by Customers desiring to effect Cash-in or Cash-out Transactions from their Customer Accounts ;
 - b. maintain minimum cash of not less than [N200,000] at each Service Points to enable customer effect Cash-out transactions;
 - c. ensure that all cash deposits are promptly deposited into the Firstmonie Agent Account not later than 4pm every Business Day;
 - d. ensure confirmation of Transactions on the Customer's Account as they occur;

- 2.3 The Super Agent shall only conduct Transactions within the stipulated thresholds as may be notified by Firstmonie from time to time.
- 2.4 Super Agent shall not engage in a cash Transaction request or complete a cash Transaction request where Operator has electronically unauthorised such Transaction, or there is a loss of service in the mobile phone or where the agent or Customer has not been identified as a registered user. The Super Agent shall promptly report any Transaction that it deems suspicious to Firstmonie.

3. **Customer Assistance**

- a. The Agent shall be responsible for the education and orientation of Customers as to the use of the Firstmonie Services.
- b. The Agent shall assist any agent and Customer who encounters a problem with a Transaction on its Account and may contact Firstmonie promptly for enquiries.