



ethio telecom

Organizations Registration Form – (through Own Service Centers)

MMBD-F03

የተቋሙ ዝርዝር መረጃ/ORGANIZATION'S BUSINESS DETAIL

ተቋሙ የተመዘገበበት ስም Registered Business Name Dr. Tesfaye Adewale Apocronystran, deit consultancy
የግብር ከፋይ መለያ ቁጥር/TIN Number 0026400993
የተቋሙ ሥራ ዘርፍ/Business Sector Consultancy
ክልል/ከተማ አስተዳደር/Region/Administration City Amhara ዞን/ክፍለ ከተማ/Zone/Sub-city Bidar Abala
ወረዳ/Woreda Bidar ቀበሌ/Kebele Tana የቤት ቁጥር/House Number A-222
ኢሜይል/Email Doc.Tesfaye@yahoo.com ቁጥር/Contact Number 0912077274
አማራጭ ስልክ ቁጥር/Alternative Contact Number _____

ተቋሙ የሚረጋገጠው አገልግሎት አይነት / ORGANIZATION'S BUSINESS TYPE

ከተቋም ለተቋም /Business to business - B2B (Includes C2B & B2C Services)
ከግለሰብ ከፍያ ለመቀበል/To receive Payment (C2B) ☐ ጥቅል ከፍያ ለመረፀም/Bulk Payment (B2C) ☐
ቅርንጫፍ ካለው ብዛታችው/ If yes, how many branches? _____

የተቋሙ የባንክ መረጃ /Organization's Bank details

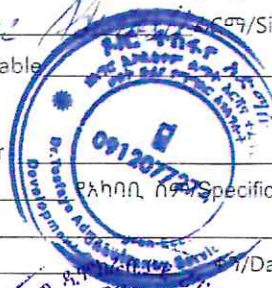
የባንኩ ሥም/ Bank Name Abyssinia
የባንክ ቅርንጫፍ ስም/Bank Branch name Atsa Sente Danyile Branch
የባንክ አካውንት ቁጥር/Bank account number 194484879
የባንክ አካውንት ባለቤት ስም/Bank account holder name Dr Tesfaye AED Consultancy

የተቋሙ ባለቤት/ሥራ አስኪያጅ/ሀላፊ ዝርዝር መረጃ / Business Owner/ Manager/official Detail

የተቋሙ ባለቤት/ሥራ አስኪያጅ/ሀላፊ ሥም/Business owner/Manager/ official Name _____
ፆታ/Gender Male ክልል/ከተማ አስተዳደር/Region/Administration City Bidar ዞን/ክፍለ ከተማ/Zone/Sub-city Bidar Abala ወረዳ/Woreda Bidar ቀበሌ/Kebele Tana
የቤት ቁጥር/House Number A-222 ዜግነት/Nationality Ethiopian
ኢሜይል/Email Doc.Tesfaye@yahoo.com ቁጥር/Contact Number 0912077274
ከላይ የሰጠሁት መረጃ ትክክል መሆኑን በፈርማዬ አረጋግጣለሁ/ I certify with my signature that the above information is correct and true. ስም/Name Tesfaye ፊርማ/Signature _____
ቀን/Date _____ ማህተም (ካለው)/Stamp if applicable _____

ለውስጥ አገልግሎት/For Office Use Only

የአገልግሎት አቅራቢ/የተቋሙ ቁጥር/ Organization's Number _____
የኢትዮ ቴሌኮም ዞን/ክፍለ/Region Bidar የአካባቢ ስም/Specific location _____
የጂ.ፒ.ኤስ አድራሻ/GPS Location _____
ቅጹን የተቀበለው እና ያረጋገጠው/Received & Verified By _____ ቀን/Date _____
ወደ ሲስተም ያስገባው/Captured by _____ ቀን/Date _____
ኢትዮ ቴሌኮም ሽያጭ ማህተም/Shop Stamp _____



V1

Online Merchant telebirr Contract

Between

ETHIO TELECOM

AND

DIGITAL POULTRY MARKETING SYSTEM

Dec.2024

Addis Ababa



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ethio telecom
የኢትዮጵያ ሪፖርት

P.O. Box 1047 Addis Ababa Ethiopia
Tel: +251 (0) 115 515 678 Fax: +251 (0) 115 515 777

This contract (here in after called (the agreement)- entered into as of **December, 2024** in Addis Ababa, Ethiopia, by and between Ethio Telecom, a company duly organized and existing under the laws of the Federal Democratic Republic of Ethiopia, with its principal office located at Addis Ababa Churchill Road, at Lideta Sub City, woreda 10 P.O. Box 1047 Tel. +251 (0)115 515700. hereinafter referred to as "Ethio telecom"

And

DIGITAL POULTRY MARKETING SYSTEM is a company incorporated and existing under the laws of Ethiopia laws with its registered address at BAHIR DAR sub city/Zone, Woreda/kebele TANA, ERAS AGEZ P.O BOX..... H No New Tel: +251912077274 (Hereinafter referred to as "Merchant")

Ethio telecom and the merchant shall hereinafter jointly to be referred to as "parties" and individually as a "party".

NOW, THE PARTIES HEREIN AGREE AS FOLLOWS:



ARTICLE 1. DEFINITION OF TERMS

For the purpose of this contract, the following terms and abbreviations shall have the meaning herein assigned to them:

- 1.1. **"Anti-money laundering and combating the financing of terrorism (AML/CFT)"** A set of rules, typically issued by the House of Peoples Representatives of Ethiopia or the NBE directive, aimed at preventing and detecting the use of financial services for money laundering or to finance terrorism.
- 1.2. **"Confidential Information"** means this contract and any information about the business of either party, including information about its systems, operations, processes, payment secrets and data or which is by its nature confidential, or which relates to service providers or suppliers to either party and includes information about any customer or any employee of either party but does not include information which is or becomes public knowledge other than by breach of this Agreement or any other confidentiality obligation.
- 1.3. **"Customer"** is an individual or entity that purchases goods or services from the merchant and make payments online through telebirr for the product/service offered.
- 1.4. **"Dormant Account"** is an account that has shows no transaction activity for consecutive 12 months (twelve months).
- 1.5. **"First-level customer support"** is support provided the merchant to a customer who encounter problem of telebirr online payment seek support.
- 1.6. **"KYC"** Means a set of due diligence measures undertaken by ethio telecom, to identify a user and the motivation behind customer's financial activities.
- 1.7. **"Merchant's telebirr account"** means the telebirr account operated by the merchant and through which the merchant receives online payments for good and service from customers.
- 1.8. **"Online Merchant"** A juridical person that sell goods/ or services, and authorized by Ethio Telecom to accept online payments through telebirr.
- 1.9. **"Online Payment"** the payment made by a customer to a merchant for the purchased of goods and service



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- 1.10. "telebirr" Means a Mobile Money service provided by Ethio telecom that enables customers to deposit, receive, transfer, and pay money using their mobile phone numbers easily.

ARTICLE 2. OBJECTIVE OF THE AGREEMENT

The purpose of this agreement is to enable the merchant to use the Telebirr service platform to receive online payments of good and service from customers.

ARTICLE 3. SCOPE OF THE AGREEMENT

This agreement applies to the online merchant that accepts online payment from its customer for the product/service they received.

ARTICLE 4. PRINCIPLES OF RELATIONSHIP

- 4.1. This Business Contract requires both parties to operate in a partnership framework, the parties' relationship is built on good faith and collaboration.
- 4.2. Each party realizes that it is responsible for acting professionally and in accordance with the applicable legislation.

ARTICLE 5. RIGHTS AND OBLIGATIONS OF ETHIO TELECOM

Ethio telecom shall:

- 5.1. Shall provide secure access right to the merchant to access and manage its telebirr account.
- 5.2. Shall reserves the right to keep money outside the customary distribution period if they are judged suspect owing to money laundering, fraud, or other criminal activity.
- 5.3. Credit merchant's telebirr account with e-money when the merchant receives payment via the telebirr.
- 5.4. Ethio telecom not accountable for any losses to their business's rights, goodwill, or monetary value unless it is the result of intentional or gross negligence.



ARTICLE 6. RIGHTS AND OBLIGATIONS OF MERCHANTS

The Merchant Shall; -

- 6.1. Provide Ethio telecom with the relevant merchant engagement requirement (KYC) documentation (as mentioned in Annex 1) to activate its merchant account.
- 6.2. Provide all information to Ethio telecom in regard to the products purchased, or for any charges, taxes, or other duties pertaining to the transactions for the products and services sold to the customer.
- 6.3. Reconcile receipt payments received on the Telebirr system using the telebirr Merchant Account on daily base.
- 6.4. Promptly provide the consumer with a receipt for each payment made.
- 6.5. Provide first-line support for customers making payments.
- 6.6. Initiate withdrawal request instructions to ethio telecom for redemption of accumulated e-money
- 6.7. Can seek support for telebirr-related issues by contacting telebirr's contact center channel at phone number 894.
- 6.8. Ensure its website is maintained in accordance with applicable terms and conditions, law and regulations
- 6.9. Ensure that appropriate steps are taken to the security of data and transactions occurring at its website
- 6.10. Not allowed to make cash-related transactions unless registered as an agent
- 6.11. Report any suspicious fraudulent activities or transactions to ethio telecom using the appropriate channels and forms, such as e-mail, fax, written letter, and other channels that will be communicated by ethio telecom from time to time.
- 6.12. Refrain from entering false/wrong transaction data or amount
- 6.13. Liable for any wrong customer data entry, or wrong charging/overcharging of customer.
- 6.14. The Merchant is entitled to receive assistance from Ethio Telecom, including visits to points of sale.



- 6.15. Should handle any complaints from its customer properly . In cases where the two parties failed to agree, Ethio Telecom can interfere and resolve the issue with its own discretion.

ARTICLE 7. TRANSACTION PROCEDURE

- 7.1. The customer initiates the transaction, inputs login Credentials, Confirm Payment and completes the Transaction.
- 7.2. Upon completion, telebirr system will deduct the amount from the customer's e-money account and credit the Merchant telebirr account.
- 7.3. The Telebirr system will send SMS notification to the customer upon transaction completion (both successful transactions and failed). At the same time, it will send a callback API to the merchant system.
- 7.4. The merchant can initiate an organization fund withdrawal to transfer its emoney balance from its telebirr account to its bank account. During the transfer, the balance will be automatically transferred to the merchant's registered bank account.

ARTICLE 8. TRANSACTION RANGE & CHARGES FEE

- 8.1. Ethio telecom will charge **0.5 %** of the transaction amount from the Merchant.
- 8.2. Ethio telecom may from time to time change the charges and Transaction Values and up on change of same, will notify the merchants at reasonable time.
- 8.3. Amounts to be transacted by Customers using the telebirr are subject to transaction and account limits set on the NBE.

ARTICLE 9. BRAND AND PROMOTION

- 9.1. Ethio telecom may, from time to time, advertise and promote the services provided to the Merchant. The Merchant shall cooperate with Ethio telecom in these advertising and promotional efforts across various media, as mutually agreed upon by both parties



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- 9.2. The Merchant agrees to advertise its goods and services, as well as promote the use of Ethio telecom Telebirr service.
- 9.3. The merchant shall free of charge prominently display, make visible, and clearly communicate all Telebirr communication materials, received from Ethio Telecom at their proper location(s) or chain stores.

ARTICLE 10. PROHIBITED USAGE & CONDUCT

The Merchant agrees not to use the Services telebirr service for;

- 10.1. For unlawful, harmful, or against the value of the society
- 10.2. In case of a website or online sales:**
- 10.2. Do not forge headers or manipulate identifiers in any way to conceal the origin of content or transactions transmitted through the Service
- 10.3. Carry out any activity that violates any intellectual property rights.;
- 10.4. Perform any activity that makes available any material that contains software viruses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the performance of any computer software, hardware, or telecommunications equipment;
- 10.5. Conduct any business that interferes with or disrupts the Service, or servers or networks linked to the Service, or violates any requirements, procedures, rules, or regulations of networks connected to the Service;
- 10.6. Conduct any business that intentionally or unintentionally violates any applicable local or international law or regulation.
- 10.7. Collect or store personal data about other users without their express authority; or
- 10.8. Aggregate payments or create collection accounts on behalf of third party persons without the written consent of ethio telecom
- 10.9. Engage in money laundering (i.e. turning money raised through criminal Activity into 'clean' money using the telebirr account).



ARTICLE 11. CONFIDENTIALITY INFORMATION

11.1. Each party agrees and warrants that all information relating to and received from the other party as a result of the operation of this Agreement will be kept strictly secret.

• **During the Confidentiality Period, the Receiving Party shall:**

- (i) Protect the Confidential Information of the Disclosing Party by using the same degree of care to prevent the unauthorized use, dissemination, or publication of the Confidential Information,
- (ii) Not use such Confidential Information in violation of any use restriction in this contract,
- (iii) Not disclose such Confidential Information to any Third Party, except as expressly permitted under this Agreement, in the Transaction Agreements or in any other agreements entered between the parties in writing, without prior written consent of the Disclosing Party.

ARTICLE 12. CUSTOMER DATA PROTECTION

- 12.1. Both parties recognize the importance of maintaining customer data privacy and will completely adhere to Personal Data Protection Proclamation 1321/2024 and financial customer protection of NBE directive No 01/2020.
- 12.2. The Parties shall not imitate, reproduce, or utilize the supplied customer confidential information, except as required by law, the appropriate Regulatory Authority's order, or a court order.
- 12.3. The Parties must keep the received information confidential and take all necessary precautions to preserve it, including any measures used to protect their own sensitive information.
- 12.4. Without prejudice to article 11.1, the party agrees not to share or otherwise deliver customer data to other parties without the customer's prior written agreement.

ARTICLE 13. REVERSALS



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The merchant must begin and complete reversal transactions within a reasonable timeframe if a payment is plainly made to it in error or otherwise. If the two parties cannot agree on the reversal, ethio telecom may, at its discretion, arbitrate to resolve the disagreement.

ARTICLE 14. LIMITATION OF LIABILITY

Ethio telecom shall not be liable to the Merchant or any other person where:

- 14.1. The Customer has entered incorrect details and the payment is made to the wrong merchant
- 14.2. The Merchant's hardware, software or service is not functioning properly
- 14.3. The transaction is suspicious or fraudulent resulting in losses to a third party
- 14.4. The transaction details received do not contain the correct information
- 14.5. The Merchant's receipt of funds is intercepted by legal process or other hindrance restricting the transfer;
- 14.6. Unforeseen circumstances prevent the execution of a transaction despite any reasonable precautions taken by Ethio telecom.

ARTICLE 15. ANTI-MONEY LAUNDERING (AML) AND COUNTER TERRORIST FINANCING (CTF)

The Merchant must follow all applicable anti-money laundering (AML) and counter-terrorism financing (CTF) laws in the country, which are intended to prevent money laundering and terrorist funding

ARTICLE 16. APPLICABLE LAW AND DISPUTE RESOLUTION

- 16.1. This Contract, as well as any disputes or claims that arise from or are related to this Contract, its subject matter, formation, execution, performance, or interpretation, shall be governed by and construed in accordance with the laws of the Federal Democratic Republic of Ethiopia.
- 16.2. Any dispute originating from and/or relating to this Contract shall be handled peacefully through negotiation.



- 16.3. Any dispute arising out of and/or related to this Contract shall be settled by the Parties amicably through negotiation. If Parties fail to reach in an agreement within 30 (thirty) consecutive days of one Party delivers a notice to the other Party, both parties agreed to submit their case before the Competent court.

ARTICLE 17. ENTIRE AGREEMENT

This Contract and the annexes hereto represent and constitute the entire contract between the Parties, and supersede all prior negotiations, agreements, and understandings, oral or written; with respect to any and all matters between the Merchant and Ethio telecom as far as it concerns the provision of Telebirr service.

ARTICLE 18. SUSPENSION

- 18.1. Ethio telecom may stop the availability of the service to the merchant fully or partially, with reasonable notice where practical, for any good cause, including but not limited to:

18.1.1. The service is used in a manner contrary to the representations made to ethio telecom by the Merchant or in a manner inconsistent with the conditions of any regulatory approval granted to the Merchant;

18.1.2. Investigations are contemplated or ongoing and ethio telecom reasonably believes that suspension of the service is likely to facilitate the investigations.

18.1.3. Any regulatory approval for the Service granted to the Merchant is subsequently revoked or expires.

ARTICLE 19. TERM AND TERMINATION

- 19.1. Regardless of whether the other party is in severe breach of this agreement, either party may cancel the agreement with thirty (30) consecutive days' giving written notice.



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- 19.2. Ethio telecom may terminate this Agreement immediately if the Merchant uses or is reasonably suspected of utilizing the telebirr Service in support of any unlawful or criminal activity, or for any conduct prohibited by article 11.
- 19.3. Upon termination of this contract, the merchant must return all material granted by Ethio telecom in accordance with the contractual agreement. Equipment provided for free or for a set term that has expired will not be returned to ethio telecom.
- 19.4. Ethio telecom may terminate this Agreement with immediate effect if the telebirr Merchant Account is inactive or dormant for a period of twelve months. To avoid confusion, inactive or dormant telebirr Merchant Account' is one that has not received any payments from customers for a continuous period of 12 consecutive months.
- 19.5. When the account is closed, the merchant must immediately stop to operate under the name of telebirr

ARTICLE 20. FORCE MAJEURE

- 20.1. The presence or absence of force majeure will be determined by Ethiopian laws. If the Force-majeure continues for more than 3 (three) consecutive months, each Party has the right to terminate this Contract with prior notice.
- 20.2. The non-performing party shall not be liable if non-performance is due to force majeure.

ARTICLE 21. NOTICES

All notices required under this contract will be delivered via email, fax, or in person to the addresses specified within the contract, unless the contract explicitly defines an alternative method of delivery.

ARTICLE 22. AMENDMENTS

No provision of the Agreement may be amended, modified and/or waived, otherwise than by the express written Agreement of the Parties.



ARTICLE 23. TERM AND RENEWAL OF THE CONTRACT

This Contract is signed on _____ and shall remain valid for one year. The Contract will be considered as tacitly renewed for every one-year period unless terminated by either of the Parties by three months' prior written notice before the end of the first period.

Signed for and on behalf of
ethio telecom

Name Junar Mengistu
Title Non-Government Digital Payments Management Manager
Signature [Signature]
Date Jan 03/2017

Witnesses

Name Betel Teshone
Title OPM specialist
Signature [Signature]

Signed for and on behalf of Merchant

Name Tesfaye Admasu
Title General Manager
Signature [Signature]
Date 20-12-24

Witnesses

Name Menberu Walegn
Title software developer
Signatures [Signature]



ARTICLE 24. ANNEX 1

MERCHANT ENGAGEMENT REQUIREMENTS

1. Renewed/ New Business license
2. **Taxpayer's identification Certificate:** Shall present TIN Number that show eligibility to pay the required tax to the concerned authority
If the merchant is VAT registered, shall present VAT certificate
3. **Business Proposal:** Detailing existing business with offer catalogue, price, and company profile.
4. **Compliance requirement:** shall obey the rules and regulation set out by NBE and other government authorities and Ethio telecom business practices.
5. Memorandum and article of Association (Where applicable).
6. **Bank account information:** Bank account information that will be used to transfer funds from the merchant account to merchant traditional bank account upon fund transfer as per the agreed period



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