

**SALES AGREEMENT**  
**FOR**  
**ELECTRONIC AIRTIME DISTRIBUTION**  
**BETWEEN**  
**M-PAY LIMITED**  
**AND**  
**EMPOWER TELECOMMUNICATIONS AND**  
**TECHNOLOGY LIMITED**

THIS AGREEMENT is made this 03<sup>rd</sup> day of April 2020 between

M-PAY LTD LIMITED of **Address** F83/8 Aborlebu Crescent, Labone- Accra, (hereinafter called 'the **Company**)

AND

EMPOWER TELECOMMUNICATIONS AND TECHNOLOGY LIMITED of No. 87, Spintex Road, P.O. BOX 82, Kanda, Accra, (Hereinafter called 'the **Vendor**).

WHEREAS the Company is a limited liability company duly incorporated in accordance with the laws of Ghana and provides payment services in Ghana; and

WHEREAS the Vendor is a limited liability company duly incorporated in accordance with the laws of Ghana carrying on business in Ghana and is desirous of dealing in the distribution of airtime (Electronic Airtime) using its own electronic delivery channels.

The parties therefore agree as follows:

### **Terms and Conditions of Agreement**

#### **1. Products and Services**

The Vendor shall buy Electronic Airtime from the Company for distribution and resale using its electronic delivery channels such as Customers mobile phones, terminals and any electronic channels that may be developed in future. The Vendor can also use the Company's platform for the collection and disbursement of Mobile Money.

#### **2. Duration of agreement**

This Agreement is for an initial term of twelve (12) months unless terminated in accordance with section 7 below. This agreement may be renewed for a further term of twelve (12) months by mutual agreement of the parties.

**3. Limits of Authority**

It is agreed and understood by the Vendor that any connections made under this Agreement must be made in accordance with the Company's standard terms and conditions for customers in force at the time of the connection, which by reference is incorporated into this Agreement.

**4. Obligations of Vendor**

- 4.1 By virtue of this Agreement, the Vendor is an independent contractor of the Company and shall sell Electronic Airtime through electronic delivery channels. The Vendor is not a representative of the Company and the Company shall not be responsible and/or liable for any of the Vendor's actions.
- 4.2 The Vendor undertakes to comply with the general instructions pertaining to the sale and distribution of Electronic Airtime issued by the company from time to time, which is by reference incorporated into this Agreement.
- 4.3 The Vendor shall ensure that its business activities do not infringe any intellectual property rights and especially that the Vendor shall obtain the required permission for the use or inclusion of any protected material. The Vendor shall indemnify the Company against all losses incurred by the Company as a result of the Vendor's breach of this term.
- 4.4 It is mutually understood and agreed by the parties that any information given to the Vendor for the purpose of this Agreement is confidential and shall not be divulged to any third party without the prior written consent of the Company.
- 4.5 The Vendor shall not transfer and/or assign any right or liability under this Agreement without the prior written consent of the Company.
- 4.6 The Vendor indemnifies and holds the Company harmless against any loss, claim, harm or damage, suffered or sustained by the Company pursuant to fraud, negligence, willful act or omission perpetrated by the Vendor and/or breach by the Vendor of the terms and conditions of this Agreement.



**5. Obligations of the Company**

- 5.1 The Company shall provide Electronic Airtime and data top up to the Vendor in a format that is deemed appropriate to the Vendor.
- 5.2 The Company shall pay to the Vendor the agreed commission of five percent (5%) of the total value of each Electronic Airtime purchases made.
- 5.3 The Company shall pay to the Vendor the agreed commission of five percent (5%) of the total value of each Data top up purchases made.
- 5.4 The Company shall pay to the Vendor the agreed commission of three percent (3%) of the total value of each Fiber Data top up purchases made.
- 5.5 The transfer of Money from MTN Mobile Money Wallets to the Company MPAY wallet will be FREE of charge
- 5.6 The transfer of Money from the Company MPAY Wallet to MTN Mobile Money Wallet shall be at a FEE of 1.0%
- 5.7 The Company shall notify Vendor at least 15 days prior to effecting any adverse price changes.
- 5.8 The Company indemnifies and holds the Vendor harmless against any loss, claim, harm or damage, suffered or sustained by the Vendor pursuant to fraud, negligence, willful act or omission perpetrated by the Company and/or breach by the Company of the terms and conditions of this Agreement.

**6. Terms of Payment**

The Vendor shall pay for all purchases of Electronic Airtime with MTN Mobile Money prior to Airtime disbursement. The Vendor can also use a bank deposit to the Company's bank account for Mobile Money disbursements.

**7. Conditions for Termination**

- 7.1 Either party shall have the right to terminate this Agreement, by assigning reasons, after giving one (1) months' notice to that effect to the other party.

7.2 Upon termination, the Company shall repurchase all stock of airtime units held by the Vendor at the cost price i.e. without any commissions payable.

7.3 The Company may terminate this agreement forthwith if the Vendor commits a material breach of any condition of this agreement including but not limited to:

(a) Using the name of the Company or any of its property for anything outside the scope of this agreement.

## **8. Force Majeure**

8.1 Neither party shall be in breach of this agreement if there is any total or partial failure of performance of its duties and obligations under this agreement occasioned by any Act of God, fire, and any other reason beyond the control of either party. In the event of *force majeure* which includes acts of God, natural disasters, earthquakes, fire, explosions, floods, hurricanes, weather of exceptional severity, riots, wars, hostilities, revolutions, civil disturbance, acts of terrorism, etc. the affected party shall promptly notify the other party in writing and furnish all relevant information thereto.

8.2 Neither party shall be in breach of this Agreement if there is any total or partial failure of performance by it of its duties and obligations under this Agreement occasioned by an event of *force majeure*. The operation of this Agreement shall be suspended during the period in which the reason continues. Forthwith upon the reason ceasing to exist, the party relying upon it shall give written advice to the other of this fact. If the reason continues for a period of more than thirty (30) days and substantially affects the commercial intention of this Agreement, then either party shall have the right to terminate this Agreement. This shall be without prejudice to any right of action or claim arising from the period prior to the date of termination.

## **9. Applicable Law**

This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of Ghana.

## **10. Notice**

10.1 Any notice, consent or agreement required to be given under this agreement shall be in writing and sent by registered mail to the addresses stated in this agreement, or to such addresses, facsimile number or email address as either party hereto may from time to time notify the other of.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS AND SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN

FOR: M-PAY. LTD

FOR: EMPOWER TELECOMMUNICATIONS  
AND TECHNOLOGY LIMITED

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SIGNED BY: Richard Darkwa  
Board Chairman – M-PAY

Witnessed by:

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Eyome Ackah  
Project Coordinator, M-PAY

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SIGNED BY: Edwin Obiri  
Executive Director

Witnessed by:

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Fiademo Dogble  
Team Leader, Project Implementation

3/04/2020

EO