



AGENT BANKING TERMS AND CONDITIONS.

These **Terms and Conditions** shall constitute a binding agreement ("**the Agreement**") between the appointed Agent ("**the Agent**") and the Bank.

The Agent confirms that by signing the **Agent Banking Appointment letter**, the Agent has read, understood, and agrees to be bound by all these Terms and Conditions as amended from time to time.

1 DEFINITIONS

In this Agreement, the following terms shall have the following meanings:

- a. "**Act**" shall mean the Financial Institutions Act, 2004 as amended from time to time.
- b. "**Agent**" means a person contracted by a financial institution to provide financial institution business on behalf of the financial institution in accordance with the Act and the Regulations.
- c. "**Agent Banking**" means the conduct by a person of financial institution business on behalf of a financial institution as may be approved by the Central Bank;
- d. "**Branch**" means a place of business which forms a legally dependent part of a financial institution and which conducts directly all or some of the operations inherent in the business of the financial institution;
- e. "**Bank**" means Stanbic Bank Uganda Limited
- f. "**Financial institution**" means a company licensed to carry on or conduct financial institutions business in Uganda and includes a commercial bank, merchant bank, mortgage bank, post office savings bank, credit institution, a building society, an acceptance house, a discount house, a finance house or any institution which by regulations issued under the Act is classified as a financial institution by the Central Bank;
- g. "**Irregular transaction**" refers to a transaction which has been initiated or concluded by the Agent outside the permitted or agreed procedure and policy.
- h. "**Mother Branch**" means the branch responsible for the operations of an Agent;
- i. "**Principal**" means a financial institution that contracts an agent to do any act for him or her, to represent him or her, in dealing with a third party;
- j. "**Real time**" means the electronic processing of instructions instantaneously upon data entry or receipt of a command.
- k. "**Regulations**" refers to the Financial Institution (Agent Banking) Regulations, 2017 SI No. 39 of 2017



- l. **"Suspicious transaction"** refers to a transaction which is inconsistent with a customer's known legitimate business or personal activities or with the normal business for that type of account or business relationship, or a complex and unusual transaction or complex or unusual pattern of transaction;
- m. **"Two-factor authentication"** refers to the identification of a user by means of the combination of two different components. These components may be something that the user knows, something that the user possesses or something that is inseparable from the user.
- n. **"The territory"** means the specific geographic region within which the Agent shall carry out the Services.
- o. **"Services"** means transactions that are to be carried out by an agent as authorised by the Bank.

2 APPOINTMENT

- 2.1** The Bank appoints the Agent for the duration of the contract as the non-exclusive Agent of the Bank to carry out the Agent Banking Business within the Territory.
- 2.2** The Agent shall solicit and obtain orders for the Services on the Bank's behalf.
- 2.3** The Bank reserves the right to vary its banking tariffs and Agent commissions.
- 2.4** The Bank reserves the right to appoint other Agents to carry out the Agent Banking Business on its behalf within the Territory.
- 2.5** The Agent is permitted to promote itself as an authorised Agent of the Bank providing all terms and conditions mentioned in this Agreement are adhered to.

3 ROLES AND RESPONSIBILITIES OF THE PARTIES

3.1 ROLES AND RESPONSIBILITIES OF THE AGENT

Prior to, and as a condition precedent to its appointment as an Agent hereunder, the Agent shall furnish the Bank with all the required information as stated in Bank's Agent Banking Minimum Standards checklist as attached hereto under Schedule A and the Agent application form. The Agent agrees with the Bank throughout the Term:

- 3.1.1 That the Bank reserves the right to appoint other Agents to carry out the Agent Banking Business on its behalf within the Territory.
- 3.1.2 To use all reasonable commercial efforts to obtain customers for the Services.
- 3.1.3 To protect and promote the interests of the Bank and to act dutifully and in good faith;



- 3.1.4 Not to pledge charge or encumber any monies received by it hereunder on behalf of the Bank;
- 3.1.5 Not to make any representations, warranties or guarantees to customers in respect of the Services except where specifically authorised in writing by the Bank;
- 3.1.6 Not to use the Intellectual Property of the Bank otherwise than in accordance with this Agreement;
- 3.1.7 To inform the Bank of any improper or wrongful use of the Intellectual Property of the Bank and not to cause or permit anything which may damage or endanger such Intellectual Property;
- 3.1.8 To comply with all applicable laws and requirements of any governmental or regulatory authority applicable to the Agent Banking Business.
- 3.1.9 To allow the Bank to conduct a suitability assessment ("Suitability Assessment) as envisaged by the Regulations and shall for such purposes of carrying out the Suitability Assessment disclose all information in its custody to ensure compliance with the regulation.
- 3.1.10 To comply with Know Your Customer and Anti-Money Laundering regulations as advised by the Bank.
- 3.1.11 To provide the Bank with all data, print outs and statements relating to transactions conducted by the Agent.
- 3.1.12 Operate only during the designated business hours specified by the Bank.
- 3.1.13 To conduct transactions in accordance with transaction limits set by the Bank and as revised from time to time.
- 3.1.14 To comply with the Risk Management Guidelines regulations as advised by the Bank and to comply with the Central Bank guidelines relating thereto.
- 3.1.15 The Agent undertakes to provide to the bank all information and documents required by the Central Bank.
- 3.1.16 The Agent shall abide by any terms and conditions imposed by the Central Bank.
- 3.1.17 The Agent shall only begin Agent Banking operations at these outlets after Central Bank approval.
- 3.1.18 The Agent will open and operate a bank account with the bank for purposes of Agent Banking operations.
- 3.1.19 The Agent shall ensure that its licences and registration and licences and registrations for all its outlets are valid at all times.



- 3.1.20 The Agent will ensure that all its outlets have a physical address and have adequate and secure premises.
- 3.1.21 The Agent will ensure that all its outlets have been engaged in a licenced commercial activity for at least 12 months.
- 3.1.22 The Agent will allow the bank to carry out due diligence and conduct suitability assessment of all its outlet operators.
- 3.1.23 The Agent agrees that its employees shall not be treated as employees of the bank and indemnifies the bank against all claims and suits that may arise between the Agents and its employees.
- 3.1.24 The Agent agrees that the bank has no contractual relationship with the Agents outlets or outlet operators and indemnifies the bank against all claims and suits that may arise between the Agent and its outlets or outlet operators.
- 3.1.25 Any act or omission of an outlet shall be deemed to be the act or omission of the Agent.
- 3.1.26 The Agent warrants that the Agent;
- a. Has an existing well established licenced commercial activity which has been operational for at least twelve (12) months immediately preceding the date of the Suitability Assessment.
 - b. Has, for six (6) consecutive months prior to making an application to the Bank, operated an account in a financial institution licenced by the Central Bank.
 - c. Has not been classified as a deficient, doubtful or non-performing borrower by any financial institution in the last twelve (12) months preceding the date of execution hereof and that it shall maintain such status for the duration of this Agreement.
 - d. Possesses appropriate physical infrastructure and human resources to be able to provide the Services with the necessary degree of efficiency and security.

3.2 ROLES AND RESPONSIBILITIES OF THE BANK

- 3.2.1 The Bank shall be liable for the actions or omissions of the Agent provided that such actions are carried out by the agent pursuant to the terms of this Agreement and the Financial Institutions (Agent Banking) Regulations 2017 .For avoidance of doubt, the Bank shall not be liable for actions and omissions of the Agent arising out of the Agent's negligence and wilful misconduct.
- 3.2.2 The Bank shall act dutifully and in good faith;
- 3.2.3 The Bank shall support the Agent in promoting and advertising the Services in such manner as it considers appropriate and to supply the Agent with sufficient marketing information and brochures as appropriate. There is no obligation on behalf of the Bank to support the marketing campaign financially.
- 3.2.4 The Bank shall obtain approval from the Central Bank for the Agent's outlet(s).



- 3.2.5 The Bank shall ensure that Agent receives appropriate training and is provided with the necessary manuals and supporting tools and procedures.
- 3.2.6 The Bank shall notify the Agent of any change in its banking tariffs;
- 3.2.7 The Bank shall provide and promptly to update information about the Services and specifically to notify the Agent of any variations in the specification of the Services or any changes in the range offered.
- 3.2.8 The Bank shall provide technical support to the Agent in relation to integration between the Agents system and the bank's system.
- 3.2.9 The Bank shall set monetary limits and monitor compliance with such limits;
- 3.2.10 The Bank shall compensate the Agent for the services rendered as per this contract;
- 3.2.11 The Bank shall ensure that Agent has appropriate equipment to carry out Agent Banking, including the ability to generate hard copies of transaction receipts;
- 3.2.12 The Bank shall put in place adequate policies and procedures to address financial consumer protection.
- 3.2.13 The Bank shall ensure that the Agent has access to adequate and secure technological infrastructure, which is capable of processing all transactions in real time;
- 3.2.14 The Bank shall ensure that the technological infrastructure supporting Agent Banking business runs effectively.
- 3.2.15 The Bank shall ensure appropriate management and supervision of the Agent, as per guidelines issued by the Central Bank and the bank;
- 3.2.16 The Bank shall ensure all the Agent's outlets adhere to the transaction monetary limits set by the bank.
- 3.2.17 The Bank shall assign each Agent outlet a unique identification number and a Mother Branch;
- 3.2.18 The Bank shall display a list of agents and agent outlets at the Agent's respective branch.
- 3.2.19 The Bank shall provide to the Central Bank all information required by the Central Bank in the manner specified.
- 3.2.20 The Bank shall update the Central Bank periodically on its agent network.
- 3.2.21 The Bank shall ensure that the Agent provides services in a manner consistent with the Bank of Uganda consumer protection requirements as may be determined from time to time;



4 POINT OF SALE TERMINAL TERMS AND CONDITIONS

The following terms and conditions shall apply where Point of Sale (POS) terminals are provided by the bank to the Agent.

4.1 The Bank or its Authorised Agent Network Manager shall:

- 4.1.1 Deliver the POS terminal(s) to the Agents premise and for every additional outlet applied for by the Agent.
- 4.1.2 Repair or replace faulty POS terminals depending on what the Bank determines is necessary and;
- 4.1.3 Facilitate the collection of data from each service transacted at the POS terminal through a telecommunications link and send it to the relevant Authority, either for authorization, settlement or both.

4.2 The Agent shall:

- 4.2.1 Adhere to the relevant operating guides issued by the Bank.
 - 4.2.2 Provide a security deposit of UGX 1,000,000/= (Uganda Shilling One Million) for each POS terminal provided by the bank. Upon termination of the Agent contract and return of the POS terminal in a fit, proper and functional state to the bank, UGX 800,000/= (Uganda Shillings eight hundred thousand) of the security deposit will be refunded to the Agent by the bank less UGX 200,000/= (Uganda Shillings two hundred thousand) being depreciation cost of the device.
 - 4.2.3 Ensure that their employees, Agents and subcontractors also keep to these operating guides and arrangements.
 - 4.2.4 Keep the POS terminals clean and protect them from damage or loss.
 - 4.2.5 Make sure that their employees, Agents and subcontractors are given suitable training before they use the POS terminals.
 - 4.2.6 Notify the Bank immediately, in writing, of the intention to stop trading or sell the business.
 - 4.2.7 Notify the Bank of any faults, anomalies or malfunctions observed while operating the POS terminal.
 - 4.2.8 Pay any costs to do with the use of the POS terminals including any costs to do with moving the terminals, telecommunications services and power supply.
- 4.3** The operating manual, where provided, shall form part of this agreement. If there is a conflict between the manual and this document, this document will apply. The Bank may change the manual from time to time upon Notice to the Agent.
- 4.4** The Bank shall advise the Agent on the types of cards the POS terminals accept. The Agent must not use any other cards on the POS terminals, unless The Agent has obtained written permission from the bank beforehand.



- 4.5** The Parties will mutually agree on the number of POS terminals The Agent can have at any time. Unless the bank agrees to install the POS terminals, the Agent must install them at suitable positions in the Agent's premises. If the Bank supplies extra equipment for the Agent to use with a POS terminal, these will be treated as part of the POS terminal under this agreement, unless the Agent signs a separate agreement for extra equipment.
- 4.6** The Agent will be responsible for the loss and / or damage of the POS terminals resulting from the negligence or wilful neglect of the Agent. In particular, where the Agent or any of the Agents employees or authorized Agents:
- 4.6.1 Makes a mistake or deliberately misuses or damages any POS terminal
- 4.6.2 Is negligent or fails to do something which is within their responsibility to do.
- 4.6.3 Commits a fraud against the Bank or any third party.
Contravenes the terms of this agreement or does any of the acts mentioned herein which results in any losses, liabilities, costs or payments for the Bank, the Agent shall indemnify the Bank and keep the bank indemnified fully of all losses, liabilities, costs and payments including the legal and administrative costs.
- 4.7** The Agent and/or the Agent's employees/Agents must not move, alter, try to repair or do maintenance work on POS terminals without first obtaining the Bank's written authority. The Agent shall allow access to any duly authorized person by the Bank to enter into the Agents premises at reasonable times for purposes of inspection, repair, maintenance or any other action in relation to the POS terminal(s).
- 4.8** Any marks, names, or any other material in the nature of intellectual property supplied by the Bank to the Agent for use in connection to the agreement hereof shall be the property of the Bank and the Bank shall retain absolute rights on the use of the names or trademarks. The Agent must use these names or marks in the form as advised by the Bank.
- 4.9** The bank shall not be liable to the Agent for failure to carry out any responsibilities under this agreement as a result of anything that is outside the bank's reasonable control and which by exercise of reasonable diligence it is unable to prevent. These include, but are not limited to:
- 4.9.1 Any machine, data processing system or transmission link failing to work; and
- 4.9.2 Industrial disputes
- 4.10** The Bank will not in any circumstances be liable for any indirect losses or loss of profit or for any other unusual losses.
- 4.11** The Agent must provide and maintain all power and telephone connections and transmission links for the terminals in line with the Bank's instructions. The Agent must especially not connect a terminal on the same line as any other connection that may result in damage to the terminal.
- 4.12** The terminals will remain the Banks property. The Agent must not hire, lease, sell, offer the terminal(s) as security for any liability, or part with possession or permit the removal of terminal(s) from their premises.
- 4.13** If the Agent shall not have transacted for at least two months after the recruitment as a new Agent or being a continuing Agent has not transacted for one month consecutively, the Bank shall have the



absolute right to repossess the terminal immediately without notice.

5 SERVICES TO BE PROVIDED BY THE AGENT

- 5.1** The Agent may provide any of the following services as specifically authorised by the bank;
- a. Collection and forwarding of information and supporting documents for account opening or applications for payment instruments;
 - b. Cash deposit and cash withdrawal;
 - c. Payment services including bill payments;
 - d. Money transfers;
 - e. Facilitating disbursement and repayment of loans;
 - f. Receipt and forwarding of documents in relation to loans and leases and any other permitted products;
 - g. Payment of retirement and social benefits;
 - h. Account balance enquiry;
 - i. Provision of account statements;
 - j. Provision of a communication and distribution channel for the bank;
 - k. Any other activity as the Central Bank may approve.
- 5.2** The bank may determine, based on risk assessment and due diligence on the Agent and its outlets, which of the activities above, the Agent its outlets can provide.

6 AGENT PROHIBITED ACTIVITIES.

- 6.1** The Agent shall not:
- 6.1.1 Offer financial institution business on its own accord, except where it is the agent's principal business as at the time of engagement;
 - 6.1.2 Continue with the agency banking business where it has a proven criminal record involving fraud, dishonesty, integrity or any other financial impropriety;
 - 6.1.3 Carry out a transaction when a system generated receipt or acknowledgement of the transaction cannot be generated;
 - 6.1.4 Operate or carry out a transaction when the system is down or when there is any communication failure in the system, or in the customer absence;



- 6.1.5 Charge fees directly to customers;
- 6.1.6 Undertake cheque deposits or encashment of cheques;
- 6.1.7 Distribute of cheque books;
- 6.1.8 Distribute debit cards, credit cards or PIN mailers.
- 6.1.9 Conduct foreign exchange transactions;
- 6.1.10 Sub-contract another person or entity to provide Agent Banking services or carry out Agent Banking Business on its behalf;
- 6.1.11 Provide Agent Banking services at a location other than those approved by the Central Bank.
- 6.1.12 Open accounts, grant loans or advances or carry out any appraisal function for purposes of opening an account or granting of a loan or any other facility except as may be permitted by any other written law to which the Agent is subject.
- 6.1.13 Be a guarantor to the institution's clients.
- 6.1.14 Offer financial services on behalf of the bank without a valid Agent agreement with the bank;
- 6.1.15 Provide, render or hold it out to be providing or rendering any Banking service which is not specifically permitted in the agreement.
- 6.1.16 Provide cash advances.
- 6.1.17 Be run or managed by any employee or associate of the Bank or any financial institution regulated by the Central Bank or any of their respective associates.

7 AGENT COMPENSATION

The Agent shall be paid a commission per transaction completed as per the bank's published Agent Banking fees and commissions schedule.

8 AUDIT

The Agent undertakes to fully comply with any financial conditions, the Regulations, procedures and/or prudential guidelines set down by either the Central Bank or the Bank for proper performance of its duties as an Agent, and hereby expressly authorizes the Bank to carry out either a monthly audit or a snap audit of its operations, systems and procedures in order to review and to assess compliance with the Agent Banking procedures.

9 TERMINATION OF THIS AGREEMENT

- 9.1** This Agreement shall commence from the date of execution hereof and shall continue to be in force unless terminated by the Agent or the bank upon service of a seven (7) days written notice to that effect in any of the following circumstances:
 - a. If either party fails to comply with the terms and conditions of this Agreement;



- b. If the other party ceases to be able to pay its debts in the ordinary course of its business or enters into an arrangement with its creditors;
- c. If the Agent commits fraud or any other financial impropriety against the Bank or its customer
- d. If the other party goes into liquidation either compulsory or voluntary or if a receiver is appointed in respect of all or any of its assets;
- e. If the Bank establishes that the Agent has committed fraud or any other financial impropriety against it or its customers.
- f. If a resolution is passed or an order is made for the winding up of the other party;
- g. If any event equivalent to the above occurs in any other jurisdiction and affects the other party.

9.2 Notwithstanding the provisions for termination of this Agreement set out above, this Agreement may in any event be terminated immediately under the following circumstances;

- 9.2.1 Where termination of the agreement has been directed by the Central Bank in the exercise of its powers under the Financial Institutions Act as amended from time, the Regulations or any other law.
- 9.2.2 Where the Agent sustains a financial loss or damage to such a degree which, in the opinion of the bank, makes it impossible for the Agent to gain its financial soundness within three months from the date of the loss or damage.
- 9.2.3 Where the Agent carries on Agent Banking business when the commercial activity has ceased or significantly diminished.
- 9.2.4 Where the Agent is being dissolved or wound up through court or otherwise.
- 9.2.5 Where, in case of a sole proprietor, he or she dies or becomes mentally incapacitated.
- 9.2.6 Where the Agent transfers, relocates or closes its place of Agent Banking business without prior written consent of the bank.
- 9.2.7 Where the Agent Fails to renew or does not hold a valid business licence.
- 9.2.8 Where the agent is convicted of a criminal offense involving fraud, dishonesty or other financial impropriety.
- 9.2.9 Where the Agent violates any such provision of the Agent Banking regulations that in the bank's opinion, warrants termination of the Agent relationship.
- 9.2.10 Where the Bank finds that the Agent performed a suspicious or irregular transaction as defined in clause 1 (g and l), under but not limited to the following circumstances;
 - a. Redirecting or reversing customer instructions or posting cash deposits or withdrawals on behalf of the customer, without the customers' authorization or consent.
 - b. Performing multiple transactions or splitting transactions, below UGX 4 million in value, to the same bank account or mobile money agent number.
 - c. Adding small amounts to a transaction to with the aim of crossing over into the next commission band.
 - d. Performing multiple fictitious deposits in to bank accounts or mobile money Agent numbers. Subject to clause 9.2.10 and clause 10, the Agent shall be subject to further consequences as follows:
 - i) Suspension of Agent Banking business with the Agent, pending investigations.
 - ii) Termination of Agent contract and withdrawal of Agent Banking services.
 - iii) Withholding of commissions earned from suspicious or irregular transactions.



- iv) Immediate legal action shall be instituted by the Bank to recover any losses incurred by customers or the bank due to the suspicious or irregular transactions.
- v) Blacklisting the Agent with Uganda Bankers Association.
- vi) Report the suspicious transactions to the Financial Intelligence Authority and Bank of Uganda as part of regulatory reporting.

10 CONSEQUENCES OF TERMINATION

- 10.1** On the expiry or other termination of this Agreement the Agent undertakes to return to the Bank, at the Agent's expense, all Point of Sale terminals, all confidential Information, Intellectual Property, product information, samples, publicity promotional and advertising material, marketing and technical information and instruction books which are in the Agent's possession, and to cease offering the Services forthwith.
- 10.2** The Agent shall be entitled to commission only in respect of Services carried out by it and transmitted to the Bank before the date of termination and not in respect of Services the details of which are transmitted to the Bank after that date.
- 10.3** Upon termination or cessation of this agreement the bank shall; cause a notice of the termination to be published within the locality of the premises where the Agent was operating or in any other way or manner as to inform the general public of the cessation of the Agent agreement.

11 ANTI MONEY LAUNDERING (AML) AND COUNTERING THE FINANCING OF TERRORISM (CFT)

- 11.1** The Bank shall train all its Agents on anti-money laundering (AML) and combating of financing of terrorism (CFT) requirements as provided for in the applicable law.
- 11.2** The Bank shall set limits for purposes of combating money laundering and terrorist financing. The Central Bank shall be notified of these limits, as well as any revisions thereof and may direct a revision of any limits set.
- 11.3** The Bank Report all suspicious transactions to the Central Bank within 24(twenty-four) hours

12 CONSUMER PROTECTION AND RECOURSE

- 12.1** The Agent shall abide by all policies and procedures put in place by the Bank to address financial consumer protection and ensure that Agents conduct business in a manner consistent with all consumer protection requirements which are applicable to a licensed financial institution.
- 12.2** The bank shall ensure the following:
 - 12.2.1** Transactions
 - a. All transactions must be effected in real time;
 - b. Every transaction shall require at least two-factor authentication; including but not limited to card and PIN.
 - c. The customer must be given a standard, easily identifiable system generated receipt or acknowledgement for each transaction. This must include the name of the bank, the unique identification number of the outlet which processed the transaction as well as a unique transaction reference number;
 - 12.2.2** Transparency
 - The agent clearly displays in conspicuous place at its place of operations of agent banking;



- a. The signage of the bank which includes the responsible Mother branch, the outlet's unique identification number and the dedicated telephone line through which customers can contact the bank is prominently displayed at all outlets;
- b. A list of the services offered and the prohibited activities;
- c. A written notice that no charges or fees are levied at the outlets;
- d. Key Facts Documents for the products which are being advertised or offered through the Agent;
- e. All fees and charges of the services and products under Agent Banking;

12.2.3 Complaints handling

The Agent shall ensure that appropriate and effective procedures for receiving, considering and responding to complaints are followed as directed by the bank. The complaints handling procedure shall ensure that:

- a. Information about procedures for handling complaints is easily available at Agent locations as well as branches;
- b. Agents and agent Outlet operators are trained on receiving complaints and handling their resolution or escalation;
- c. A dedicated toll-free telephone line for complaint resolution is provided; and records are kept for all complaints lodged;
- d. Privacy and confidentiality of customer information and data is strictly adhered to.

13 DATA PROTECTION

13.1 It is hereby expressly declared that all Customer Confidential Information and data collected by the Agent in relation to the Agent Banking business shall be the property of the Bank and is subject to data protection procedures of the Bank.

13.2 The Agent undertakes not to divulge or allow to be divulged, at any time during the course of or following termination of this Agreement, any Customer Confidential Information or Bank Confidential Information relating to the Services, business or affairs of the Bank to any third party without the consent of the Bank save as is necessary for the proper performance of its duties hereunder.

13.3 The Central Bank may at any time access any information, systems and premises related to the Agent operation

14 SUPERVISION

14.1 The Bank is responsible for the supervision of its Agent and Agent outlets to ensure they comply with Agent Banking regulations and directives issued by the Central Bank and policies and procedures issued by the bank.

14.2 The Bank and the Central Bank shall have free, full, unfettered and timely access to the internal systems, documents, reports, records, staff and premises of the Agent in so far as the Agent Banking business is concerned and shall exercise such powers as it may deem necessary to:

- a. Request for any information from any Agent at any time as deemed necessary;
- b. Carry out an examination of the Agent;
- c. Appoint an appropriate professional, at the cost of the bank, to conduct a special audit on the Agent Banking service;
- d. Direct the Agent to take such action or desist from such conduct as the Central Bank may find necessary;
- e. Direct the termination of this Agent agreement or closure of Agent business as it may deem necessary;



- f. Direct the institution to take such action or measures against or on behalf of the Agent as the Central Bank may deem appropriate.

15 REPORTING AND NOTIFICATION REQUIREMENTS

- 15.1** The Agent shall provide the bank with any information requested in the form and frequency at which it is requested.
- 15.2** The bank will submit all or part of this information to the Central Bank as required.

16 NO PARTNERSHIP

- 16.1** The parties are not partners or parties to a joint venture and the Agent is neither an employee nor associate of the Bank.
- 16.2** The Agent shall be solely responsible for payment of all wages, salaries, insurance, PAYE (or equivalent in any jurisdiction) and any additional payments to be made in respect of its employees, if any, and hereby grants the Bank an indemnity in respect of any claim or loss the Bank may suffer in respect of such matters.
- 16.3** The employees of the Agent are its exclusive responsibility and should not be treated as employees of the Bank.

17 ASSIGNMENT

This Agreement and all rights under it may not be assigned or transferred by the Agent.

18 RIGHT TO CHANGE THE TERMS AND CONDITIONS

The Bank reserves the right to change these terms and conditions, at any time, and post a revised version on our website. The revised version will be effective at the time we post it. If the revised version causes a **Material change to the agreement**, we shall give you thirty calendar days' public notice of the change and the same will become effective upon lapse of the notice period.

19 FUTURE SERVICES

The parties shall agree on new and additional services and products extended to the customers in the future as permitted by the Central Bank of Uganda. The definition, usage and any fees applicable to the new and additional services offered shall be defined in an addendum to this agreement, and posted on the Bank's website www.stanbic.co.ug

20 FORCE MAJEURE

Neither party shall be liable to the other for any failure to perform any obligation under this Agreement which is due to an event beyond the control of such party including, but not limited to, act of God, war, insurrection, riot, civil unrest or act of civil or military authority. Any party affected by such event shall forthwith inform the other party of the same in writing and shall use all reasonable endeavours to comply with the terms of this Agreement. Where such event renders performance impossible for a continuous period of not less than six months, the other party shall be entitled to terminate this Agreement by serving one month's notice in writing.

21 NOTICES

Any notices to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the other party stated in this Agreement or such other address as the other party has notified.



22 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Uganda and the parties hereto hereby submit to the exclusive jurisdiction of the courts of Uganda.

SCHEDULE A



Agent Banking Minimum Standards Checklist

Agent Number	Agent Name	Agent Address/Location	Agent Contact

No	Suitability Criteria	Definition of Suitability Criteria	Details of suitability findings and means of verification	Agent fulfils criteria Yes/No
1	Business License	Current year License		
2	Agents Age	Above 18 years		
3	Duration in Business	In business for a minimum 12 months/ best is 5 years or more		
4	Ownership of property	Ownership of property in the area of operation is preferred		
5	Business working capital	Preferred Minimum of UGX 5M		
6	Bank Account	Agent must be willing to open an account with Stanbic Bank for the purpose of conducting Agency Banking Business		
7	Bank Account	Agent has for consecutive six months prior to the making of the application operated an account in a financial institution licensed by the Central Bank		
8	Business daily turnover and daily customer number	Minimum UGX 1M daily Minimum capital 5M Minimum of 20 customers per day		
9	Premises size and security	8 sqm sufficient for conducting financial transactions, lockable cash drawer, secure premises and location, Police post within 2km		
10	Premises location and accessibility	High foot traffic area Readily accessible, preferably on the ground floor		
11	Premises cleanliness	Premises should be clean and well organized		
12	Staff providing Agency Banking services	Minimum of 1 staff/more than 1 is preferred Minimum educational qualifications - UPE Certificate (ability to read/write in English)		
13	Working hours	Minimum of 8 hours per day		
14	Branding	Space provided for Agent Bank branding minimum 1sqm		
15	Proximity to branch	Within a 50km radius of a Stanbic Bank branch is preferred		
16	Sanction Screening	Mandatory sanction screening (maintain proof) prior to onboarding of an agent		
17	No criminal record	No criminal record in matters relating to Finance, Fraud, Honesty and Integrity		
18	No negative information	No negative information gathered from CRB and other sources No other information which negatively impacts on the Agent		