



STANBIC BANK AGENT BANKING TERMS AND CONDITIONS

(Forming part of and applied along with the Agent Banking Appointment Letter)

These Terms and Conditions shall constitute a binding agreement (“the Agreement”) between the appointed Agent/Super-Agent (collectively known as “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 may be amended from time to time at the instance of the Bank.

1 DEFINITIONS

In this Agreement, the following words 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 Bank.
- d. "Associate" in relation to the Bank or a corporate Agent" means an entity in which there is common shareholding, directorship, control, or shared business interest.
- e. "Associate" in relation to a natural Agent or Employee of the Bank means relationships through marriage including wife, husband, mother-in-law, father-in-law, husband's sibling, or wife's sibling; or relationships through consanguinity including father, mother, sibling child, nephew, niece, grandson, or granddaughter.
- f. "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.
- g. "Bank" means Stanbic Bank Uganda Limited.
- h. "Bluetooth Printer" means a wireless portable printer, enabled to connect to the Agent's Mobile phone for the purpose of printing Bank system generated customer transactions receipts.
- i. "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, any Islamic financial institution, or any institution which by regulations issued under the Act is classified as a financial institution by the Central Bank.
- j. "Float replenishment" refers to crediting of the Agent Float Account to enable the Agent to provide the Agent banking Services.
- k. "Irregular transaction" refers to a transaction which has been initiated or concluded by the Agent outside the permitted or agreed procedures and policies for agent banking transactions.
- l. "Mother Branch" means the branch responsible for the operations of an Agent.
- m. "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.
- n. "Real time" means the electronic processing of instructions instantly upon data entry or receipt of a command.
- o. "Regulations" refers to the Financial Institution (Agent Banking) Regulations, 2017 SI No. 39 of 2017 as amended from time to time.
- p. "Round Tripping" refers to the practice of performing fictitious or irregular transactions to inflate revenue.
- q. "Super-Agent" means a person contracted by the Bank to provide float replenishment Services to other Bank Agents in addition to the Agent banking services in accordance with this Agreement, the Bank's operational manuals or guidelines, policies, procedures, and applicable Law.

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- r. "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.
- s. "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.
- t. "The territory" means the specific geographic region within which the Agent shall carry out the Services.
- u. "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 a non-exclusive Agent of the Bank to carry out 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 upon issuing 30 (thirty) days' notice to the Agent.
- 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 authorized Agent of the Bank provided that 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 the Bank's Agent Banking Minimum Standards Checklist as attached hereto under Schedule A and the Agent application form. The Agent agrees with the Bank that throughout the term of agency:

- 3.1.1 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 It shall use all reasonable commercial efforts to obtain customers for the Services.
- 3.1.3 It shall protect and promote the interests of the Bank and shall act dutifully, honestly and in good faith.
- 3.1.4 It shall not pledge, charge, or encumber any property or monies belonging to or received by it on behalf of the Bank pursuant to this Agreement.
- 3.1.5 It shall not make any representations, warranties, or guarantees to customers in respect of the services except where specifically authorised by the Bank in writing.
- 3.1.6 It shall not use the Intellectual Property of the Bank otherwise than in accordance with this Agreement.
- 3.1.7 It shall inform the Bank of any improper or wrongful use of the Intellectual Property of the Bank and shall not use or permit anything which may damage or endanger such Intellectual Property.

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- 3.1.8 It shall comply with all applicable laws and requirements of any governmental or regulatory authority applicable to the Agent Banking Business.
- 3.1.9 It shall allow the Bank to conduct a Suitability Assessment as required by the Regulations and shall for the purposes of carrying out the Suitability Assessment disclose all information in its custody to ensure compliance with the regulation.
- 3.1.10 It shall comply with Know Your Customer and Anti-Money Laundering Regulations and requirements as advised by the Bank.
- 3.1.11 It shall provide the Bank with all data, print outs and statements relating to transactions conducted by the Agent.
- 3.1.12 It shall operate only during the designated business hours specified by the Bank.
- 3.1.13 It shall conduct transactions in accordance with prescribed processes, procedures, training manuals and transaction limits as indicated on the Bank's tariff Chart as revised from time to time.
- 3.1.14 It shall comply with the Risk Management Guidelines and regulations as advised by the Bank and comply with the Central Bank guidelines relating thereto.
- 3.1.15 It shall provide to the Bank all information and documents required by the Bank or the Central Bank.
- 3.1.16 It shall abide by any terms and conditions imposed by the Bank as may be required by the Central Bank.
- 3.1.17 It shall only begin and perform Agent Banking operations at its outlets following the Bank's approval.
- 3.1.18 It shall open and operate a bank account with the bank for purposes of Agent Banking operations, including but not limited to reconciliation and recovery.
- 3.1.19 It shall ensure that its licenses and registration for all its outlets are always valid.
- 3.1.20 It shall ensure that all its outlets have a physical address and have adequate and secure premises.
- 3.1.21 It shall allow the Bank to carry out due diligence and conduct suitability assessment of all its outlet operators.
- 3.1.22 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 Agent and its employees.
- 3.1.23 The Bank has no contractual relationship with the Agent's 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.
- 3.1.24 Any act or omission of an outlet shall be deemed to be the act or omission of the Agent.
- 3.1.25 It shall indemnify the Bank and keep the Bank indemnified fully of all losses, liabilities, costs, and payments including the legal, financial and administrative costs arising out of any contravention of the terms of this agreement or any acts or omissions which result in any losses, liabilities, costs or payments for the Bank.
- 3.1.26 The trainee shall confirm that they have been trained by signing the agent contract at onboarding, confirmation to the agent supervisors in the monthly visits and by signing attendance forms in the Agent forums or Microsoft Teams logs if the session has been held online.

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- 3.1.27. Where an agent has posted an erroneous transaction, the Bank will only support recovery subject to the accountholder of the affected account issuing a debit authority to the Bank within a maximum of 5 working days. The Bank will be under no obligation to reverse the erroneous transaction if the requisite consent of the account holder is not received within the afore prescribed period. The liability of the error transaction entirely belongs to the agent.
- 3.1.28. The Agent shall at their cost obtain and maintain appropriate equipment from the Bank's approved Supplier to carry out the Services and shall ensure that they are enabled to generate hard copies of transaction receipts. Such equipment shall include devices like the point-of-sale terminals, Bluetooth Printers or any other devices as may be introduced by the Bank from time from time-to-time.
- 3.1.29. The Agent warrants that (s)he /it;
 - a. Has prior to this application and the conduct of the suitability assessment operated a licensed commercial activity/business for at least six (6) consecutive months.
 - b. Has, for six (6) consecutive months prior to making an application to the Bank, operated a Bank account or mobile money account with a financial institution or e-money issuer licensed by the Central Bank.
 - c. Has not been classified as a deficient, doubtful, or non-performing borrower by any financial institution in the last six (6) 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 as amended. For the avoidance of doubt, the Bank shall not be liable for actions and omissions of the Agent arising out of the Agent's negligence and, omission and/ or 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 will supply the Agent with sufficient marketing information and brochures as appropriate. There is no obligation on the part of the Bank to provide any financial support to any marketing campaigns of the Agent.
- 3.2.4 The Bank shall approve all Agent outlets before they become operational.
- 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 thirty (30) days prior notify the Agent of any changes to its banking tariffs or terms and conditions of agent banking through any form of medium that it deems fit. The Agent shall be deemed to have been notified of any such variations whether or not they have actually come to the Super-Agent's attention. The variations will become effective after 30 days from the date of notification.
- 3.2.7 The Bank shall notify the Agent of any updates about the services and will specifically notify the Agent of any variations in the specification of the services or any changes in the range of services offered.

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- 3.2.8 The Bank shall provide technical support to the Agent in relation to integration between the Agent's system and the bank's system or any other system approved by the bank for the purpose of providing the services.
- 3.2.9 The Bank shall set transaction monetary limits for the Agent and monitor compliance with such limits.
- 3.2.10 The Bank shall remunerate the Agent for the services rendered under this Agreement in accordance with the terms herein stipulated.
- 3.2.11 The Bank shall put in place adequate policies and procedures to address financial consumer protection with respect to agent banking services.
- 3.2.12 The Bank shall ensure that the Agent has access to adequate and secure technological infrastructure, which can process all transactions in real time.
- 3.2.13 The Bank shall ensure that the technological infrastructure supporting Agent Banking business runs effectively.
- 3.2.14 The Bank shall ensure appropriate management and supervision of the Agent, as per guidelines issued by the Central Bank and the Bank.
- 3.2.15 The Bank shall ensure all the Agent's outlets adhere to the transaction monetary limits set by the Bank.
- 3.2.16 The Bank shall assign each Agent outlet a unique identification number and a Mother Branch.
- 3.2.17 The Bank shall display a list of agents and agent outlets at the Agent's mother branch.
- 3.2.18 The Bank shall provide the Central Bank all information required by the Central Bank regarding the Agent and agent banking in the manner specified by the Central Bank.
- 3.2.19 The Bank shall update the Central Bank periodically on its agent network.
- 3.2.20 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 SERVICES TO BE PROVIDED BY THE AGENT

- 4.1 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.

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4.2 Notwithstanding the above, the Bank may determine, based on risk assessment and due diligence on the Agent and its outlets, which of the activities above, the Agent or its outlets can or cannot provide and any forms of insurance that the Agent should obtain.

5 AGENT PROHIBITED ACTIVITIES

5.1 The Agent shall not:

5.1.1 Offer financial institution business on its own accord, except where it is the agent's principal business as at the time of engagement.

5.1.2 Continue with the agency banking business where it has a proven criminal record involving fraud, dishonesty, concealment, connivance, or any other crimes connected to financial impropriety.

5.1.3 Carry out a transaction when a system generated receipt or acknowledgement of the transaction cannot be generated.

5.1.4 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's absence.

5.1.5 Charge fees directly to customers.

5.1.6 Undertake cheque deposits or encashment of cheques.

5.1.7 Distribute cheque books.

5.1.8 Distribute debit cards, credit cards or PIN mailers.

5.1.9 Conduct foreign exchange transactions.

5.1.10 Sub-contract another person or entity to provide Agent Banking services or carry out Agent Banking business on its behalf.

5.1.11 Provide Agent Banking services at a location other than those approved by the Bank.

5.1.12 Open accounts, grant loans or advances or carry out any appraisal function for the purpose 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.

5.1.13 Be a guarantor to its clients.

5.1.14 Offer financial services on behalf of the bank without a valid Agent agreement with the bank.

5.1.15 Provide, render, or hold out to be providing or rendering any banking service which is not specifically permitted in the Agreement.

5.1.16 Provide cash advances.

5.1.17 Be run or managed by or in collaboration with any employee or Associate of the Bank or any of their respective Associates.

5.1.18 Transact Agent Banking outside the prescribed limits.

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6 AGENT COMPENSATION

The Agent shall be paid a commission per completed transaction as per the bank’s published Agent Banking fees and commissions schedule. For avoidance of doubt, the Bank shall not pay commission for fictitious, or irregular transactions conducted by the Agent.

7 AUDIT

7.1 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 the 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.

7.2 The Agent undertakes to fully rectify or resolve any audit issues identified by the Bank within such time and in such manner as may be specified by the Bank and provide proof of such rectification or resolution.

8 LOSS

8.1 The Agent undertakes to pay to the Bank any sums lost pursuant to the conduct of Agent Banking business arising from negligence, breach of these terms and conditions, or fraud.

8.2 The Bank pursuant to clause 8.1 may, in pursuit of the recovery of any sums due to it and without notice or demand to the Agent and notwithstanding any settlement of account or other matter whatsoever, combine or consolidate all or any existing accounts of the Agent with the Bank including any other accounts in the name of the Agent whether current, deposit, loan or of any other nature whatsoever, whether subject to notice or not and in whatever currency denominated wherever situate and set off or transfer any sums standing to the credit of any one or more such accounts in or towards satisfaction of any obligations and liabilities to the Bank owing from the Agent whether such liabilities be present, future, actual, contingent, primary, collateral and the Agent expressly waives any rights of set-off that the Agent may have, so far as is permitted by law, in respect of any claim which it may now or at any time hereafter have against the Bank and the Bank may use any such money to purchase any currency or currencies required to effect such recovery.

9 REMEDIES FOR AGENT BREACH OF THE AGREEMENT

Where the Agent commits any breach of the Agent Banking Terms and Conditions, as amended, the Bank may, with notice and subject to other provisions of this Agreement, prefer further consequences of the breach as follows:

- a. Suspension of Agent’s agent banking business pending investigations.
- b. Issuance of warning letters prior to termination as determined by the Bank.
- c. Termination of this Agreement and withdrawal of Agent Banking services and devices.
- d. Recovery of any sums lost by the Bank arising from the breach pursuant to clause 10; or
- e. Immediate legal action instituted by the Bank to recover any losses incurred by customers or the Bank due to the Agent’s conduct of negligent, suspicious, unauthorized, illegal, or irregular transactions.

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10 TERMINATION OF THIS AGREEMENT

- 10.1 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 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 either party ceases to be able to pay its debts in the ordinary course of its business or enters an arrangement with its creditors.
 - c. If the Agent commits fraud or any other financial impropriety against the Bank or its customer. The Agent shall be suspended as the 7 days' notice is served.
 - d. If either 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 a resolution is passed or an order is made for the winding up of either party.
 - f. If any event equivalent to the above occurs in any other jurisdiction and affects either party.
 - g. If an Agent fails to perform transactions within a period of six (6) months from the time the Agent was approved by the Bank, or if the Agent fails to perform transactions for six (6) consecutive months during the duration of agency.

- 10.2 Notwithstanding the provisions for termination of this Agreement set out above, this Agreement may in any event be terminated immediately under the following circumstances:
 - 10.2.1 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.
 - 10.2.2 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 six (6) months from the date of the loss or damage.
 - 10.2.3 Where the Agent's commercial activity has ceased or significantly diminished.
 - 10.2.4 Where the Agent is being dissolved or wound up through court or otherwise.
 - 10.2.5 Where, in the case of a sole proprietor, he or she dies, or becomes mentally incapacitated, or becomes an employee of the Bank.
 - 10.2.6 Where the Agent transfers, relocates, or closes its place of Agent Banking business without prior written consent of the Bank.
 - 10.2.7 Where the Agent fails to renew or does not hold a valid business licence.
 - 10.2.8 Where the Agent is convicted of a criminal offense involving fraud, dishonesty, or other financial impropriety.
 - 10.2.9 Where the Agent violates any such provision of the Agent Banking regulations that in the Bank's opinion, warrants termination of the Agent relationship.

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- 10.2.10 Where the Bank finds that the Agent performed a suspicious or irregular transaction, as defined in this Agreement, including 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 fictitious transactions or splitting transactions, below UGX 20 million in value, to the same bank account or mobile money agent number; or
 - c. Adding small amounts to a transaction with the aim of crossing over into the next commission band.
 - d. Agent Banking Syndicate Cash Deposits and Round Tripping
 - e. Agent Banking Telecom Float round tripping
 - f. Agent Banking FlexiPay round tripping

10.3. Notwithstanding anything to the contrary in this Agreement, the Parties shall have the right to terminate this Agreement, on thirty (30) days written notice without giving reasons for such termination and without incurring penalties of any nature whatsoever.

11 CONSEQUENCES OF TERMINATION

11.1 On the expiry or other termination of this Agreement, the Agent undertakes to return to the Bank within 10 working days of receipt of a written request from the bank, at no cost to the Bank, all Bank devices, 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 other equipment provided by the Bank, and to cease offering the services forthwith.

11.2 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.

11.3 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 public of the cessation of the Agent agreement.

11.4. The Agent may in addition to the consequences in the provisions above be subjected to the following:

- a. Be blacklisted with the Uganda Bankers Association.
- b. In respect to the offences under clause 10.2.10 above, the Bank may report the suspicious transactions to the Financial Intelligence Authority and Bank of Uganda as part of regulatory reporting.

11.5. In case of termination of Agency, the Bank shall serve the notice of termination.

- a) directly to the Agent at their known place of business or residence:
- b) through the Agent's postal or email address that is known to the Bank if service cannot be effected under 11.5(a) above.
- c) through an advert in a local newspaper of wide circulation if the Agency cannot be reached under 11.5 (a) and (b) above.

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

12.1 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.

12.1 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.

12.2 The Bank shall report all suspicious agent banking transactions to the Central Bank within 24 (twenty-four) hours from the time the Bank becomes aware of such transaction.

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13 CONSUMER PROTECTION AND RECOURSE

13.1 The Agent shall abide by all policies and procedures put in place by the Bank to address financial consumer protection and ensure that it conducts its business in a manner consistent with all consumer protection requirements which are applicable to a licensed financial institution.

13.2 The Bank shall ensure the following:

13.2.1 With respect to transactions-

- a. That all transactions are effected in real time;
- b. That every transaction shall require at least two-factor authentication; including but not limited to card and PIN.
- c. That the customer is 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.

13.2.2 With respect to transparency-

That the agent clearly displays in a 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.

13.2.3 With respect to 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.

14 DATA PROTECTION AND PRIVACY

14.1 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 and prevailing data protection laws.

14.2 The Agent undertakes not to divulge or allow to be divulged, at any time during 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.

14.3 The Central Bank may at any time access any information, systems and premises related to the Agent’s operations.

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14.4 The Agent undertakes to safeguard all relevant records, data, documents, or files and to provide periodic access to the Bank at agreed intervals and to ship or destroy all related data as the bank shall advise when the Agreement is determined.

15 COLLECTION OF AGENT’S PERSONAL INFORMATION

- 15.1 By signing this Agreement, the Agent consents to the collection of its Personal Information and where lawful and reasonable, from public sources for credit, fraud, and compliance purposes, as well as the purposes set out below:
 - a. For the fulfilment of its obligations under this Agreement.
 - b. To satisfy an audit, inquiry, or investigation.
 - c. For the completion of due diligence.
- 15.2 The Agent confirms that they/it is/have obtained the requisite consents of all other related persons whose personal information is shared for purposes of this Agreement and is permitted to give and process such information and to generally act on their behalf.

16 SUPERVISION

- 16.1 The Bank is responsible for the supervision of its Agent and Agent outlets to ensure compliance with Agent Banking regulations and directives issued by the Central Bank and policies and procedures issued by the Bank.
- 16.2 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 Bank to take such action or measures against or on behalf of the Agent as the Central Bank may deem appropriate.

17 REPORTING AND NOTIFICATION REQUIREMENTS

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

18 SANCTION SCREENING

By executing this Agreement, the Agent guarantees that they are not sanctioned; will not use (or otherwise make available) the proceeds under this Agreement for the purposes of financing, directly or indirectly, the activities of any person or entity which is sanctioned or in a country which is subject to any sanctions; the Agent will not contribute or otherwise make available, directly or indirectly, the proceeds under this Agreement to any other person or entity if such party uses or intends to use such proceeds for the purpose of financing the activities of any person or entity which is subject to any sanctions; it is not involved in any illegal or terrorist activities; and it is not currently or in the foreseeable future the subject of any sanctions.

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19 ANTI BRIBERY AND CORRUPTION

The Agent shall ensure that its officers, employees, or directors in any of its activities in connection with the performance of this Agreement comply with all applicable anti-bribery and anti -corruption laws. Where the Bank has reasonable grounds to suspect that the Agent violated any anti-bribery and corruption laws, the Bank has a right to report the violation or suspected violation to the relevant regulatory body or law enforcement agency, and subsequently act according to the guidance of such authorised body or agency. In the event of failure to comply, the Bank shall have the right to terminate this Agreement. This termination right shall be the sole remedy for the Bank in case of the Agent’s failure to adhere to this clause.

20 NO PARTNERSHIP

- 20.1 The execution of this Agreement does not make the Agent and the bank partners or parties to a joint venture and the Agent is neither an employee nor an Associate of the Bank.
- 20.2 The Agent shall be solely responsible for payment of all wages, salaries, insurance, PAYE (or equivalent in any jurisdiction), licenses, permits, fees and any other charges or payments to be made in respect of its employees, or its business and hereby indemnifies the Bank in respect of any claim or loss the Bank may suffer in respect of such matters.
- 20.3 The employees of the Agent are its exclusive responsibility and shall not be treated as employees of the Bank.

21 ASSIGNMENT

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

22 RIGHT TO CHANGE THE TERMS AND CONDITIONS

- 22.1 The Bank reserves the right to change, modify or amend these terms and conditions, at any time, and publish the said revised version on its website. The revised version will be effective on the date it is published by the Bank.
- 22.2 If the revised version under clause 22.1 above causes a Material change to the Agreement, the Bank shall give the Agent thirty calendar days’ written notice of the change and the same will become effective upon lapse of the said notice period.

23 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

24 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 a month’s notice in writing.

Agent’s Signature

Agent’s Signature

Agent’s Signature

Agent’s Signature



25 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.

26 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.

27. TAX EVASION

27.1. The Agent warrants and represents to the Bank that it complies with all relevant tax laws, statutes and regulations and hereby undertakes to continue to do so for the duration of this Agreement, and that it is not aware of any circumstances which may prevent its compliance in future.

27.2. If the Bank has reasonable ground to suspect that the Agent violated or facilitated the violation of tax laws, the Bank reserves the right to request for additional information prior to processing the Agent’s transaction or not to process the transaction should the Agent fail to provide the requested additional information.

27.3. The Bank reserves the right to terminate the Agreement if it becomes aware of the Agent’s non-compliance to relevant tax laws. It is specifically recorded that where the Bank exercises its right in this clause, it shall not incur any penalties of any nature whatsoever.

28. ENVIRONMENTAL, SOCIAL & GOVERNANCE (“ESG”) RESPONSIBILITY

28.1. The Agent warrants and represents to the Bank that it is in full compliance with all applicable laws, regulations practices relating to ESG applicable to it in each jurisdiction in which the Agent conducts business and hereby undertakes to continue to do so for the duration of the Agreement, and that it is not aware of any circumstances which may prevent full compliance with its ESG responsibility in future.

28.2. The Agent agrees and undertakes to use commercially reasonable efforts to comply with applicable ESG laws regulations and shall foresee any known or expected future changes in the requirements and take all reasonable actions to ensure compliance for the duration of the Agreement.

28.3. Notwithstanding the generality of foregoing, the Agent shall take appropriate and reasonable technical and organizational measures to mitigate and/or reduce the sustainability risks associated with its business and/or the provision of the Products and/or Services. The measures taken must at all times be of a minimum standard required by all applicable laws and be of a standard no less than the standards which are in compliance with the best industry practice for the mitigation and/or reduction of sustainability risks.

28.4. The Agent agrees that any breach of any provision of this Clause is a material breach of the Agreement which shall entitle the Bank in its discretion to terminate the Agreement.

Agent’s Signature

Agent’s Signature

Agent’s Signature

Agent’s Signature



SCHEDULE A	FOR INTERNAL USE ONLY
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Super-Agent/Agent Number	Super-Agent/Agent Name	Agent Address/Location	Agent Contact

No	Suitability Criteria	Definition of Suitability Criteria	Agent fulfils. criteria Yes/No	Comment
1	Business	Current year Trading License		
		TIN Certificate		
2	Business Ownership of property	Ownership of property in operation is preferred		
3	Business working	Minimum of 8 hours		
4	Bank Customer	The customer's bank account must be KYC compliant prior to onboarding as a bank agent		
5	Bank Account Statement/ Statement Mobile Money Statements	Agent has statement for consecutive 6 months prior to the making of the application operated a Bank account or mobile money account with a deposit taking institution or e-money issuer licensed by the Central Bank.		
6	Premises size, cleanliness, and security	8 sqm sufficient for conducting financial transactions, lockable cash drawer, secure premises and location, Police post within 2km.		
	GPS coordinates	Business GPS location coordinates		
7	Blacklisted Agents and Staff Search	Negative return on blacklisted and staff search		
8	No Criminal Record	Police Letter		
9	Good reputation	References from at least 2 people of good social standing who have known the Agent for at least 3 years (i.e., LC 1 or LC 2)		
10	No negative information	No negative information gathered from CRB and other sources.		
11	Agent Identification	Valid National ID and Passport photos		
12	Document Storage	All Agent documents have been uploaded unto DSX		

Name of Bank Staff	Designation	Date	Signature