O'mari Domestic Remittances Agent Application Form

O'mari

A MEMBER OF THE OLDMUTUAL GROUP

APPLICANT

COMPANY NAME	
PHYSICAL ADDRESS	
POSTAL ADDRESS	
TELEPHONE NUMBER	
CELLPHONE NUMBER	
EMAIL ADDRESS	
BP NUMBER	

DIRECTOR'S DETAILS

NAME	RESIDENTIAL ADDRESS AND TELEPHONE NUMBER
1.	
2.	
3.	
4.	

BANKERS

BANK NAME & ADDRESS	
BRANCH	
BANK NAME & ADDRESS	
ACCOUNT NUMBER	

APPLICANT'S DETAILS

FULL NAME	
DESIGNATION	
SIGNATURE	

AGENT'S QUERIES TO BE ADDRESSED TO

FULL NAME	
DESIGNATION	
CONTACT DETAILS	

AUTHORISED TRANSACTORS

FULL NAME	NATIONAL ID NUMBER	CELLPHONE NUMBER
1.		
2.		
3.		

O'mari Terms and conditions

1. DEFINITIONS

1.1 **Domestic Remittances Agent** means an entity or institution registered by OMDS to facilitate domestic remittances, deposits and withdrawals, governed by the domestic remittance agency contract.

1.2 **Domestic Remittances Agent Initial Payment** means the cash deposit that the Domestic Remittances Agent will make into the OMDS Trust account in exchange for e-money float.

1.3 **Domestic Remittances Agent float** means the total value of e-money that a Domestic Remittances Agent has in mobile money wallet on the O'mari Transfer and Payment System.

1.4 **Agreement** means the Domestic Remittances Agent Application form together with these rules, which form a legally binding agreement between the Domestic Remittances Agent and OMDS.

1.5 **Application form** means the application form issued by OMDS for Domestic Remittances Agent ship.

1.6 **Contact Centre** means the Old Mutual contact Centre.

1.7 **Cash-In** means a cash deposit from a Customer to an O'mari Domestic Remittances Agent for the purchase of E-value from the Domestic Remittances Agent to be credited to the Customer's O'mari Wallet.

1.8 **Cash-Out** means the process of withdrawal of E-value for cash from the Domestic Remittances Agent.

1.9 **SMS** means short message services.

1.10 **USSD** means the Unstructured Supplementary Service Data menu on your cellphone that lists all the services.

1.11 **Contract Tenure** means the number of months this arrangement shall be in operation for as stated in clause 2.

1.12 **Customer** means any person who is registered on O'mari in connection with the use of O'mari services.

1.13 **E-value or e-money** means the electronic money in the Mobile Money Transfer System which is equal to the deposits in the O'mari Trust Account at the bank.

1.14 **O'mari Procedure Manual** means the O'mari instruction booklet or guidebook that includes information and directions with regards to O'mari.

1.15 **O'mari Services** means the mobile money transfer and payment services that OMDS is providing.

1.16 **O'mari Transfer and Payment system** means the O'mari mobile money system on which the Mobile Money Transactions are done.

1.17 **Float Liquidity** means how much the Domestic Remittances Agent has deposited into the OMDS Trust Account. Float liquidity affects the ability of the Domestic Remittances Agent to offer O'mari services.

1.18 **PIN** stands for Personal Identification Number selected by the Domestic Remittances Agent.

1.19 **Outlet** means a store that sells goods or services to the public.

1.20 **RBZ** stands for Reserve Bank of Zimbabwe, the regulator of financial services in Zimbabwe.

1.21 **The Parties** means OMDS and the Domestic Remittances Agent.

1.22 **Transaction fees** mean the charges incurred by the Customer for using O'mari payment system.

1.23 **Trust Account** means the account that OMDS holds for the O'mari Domestic Remittances Agents to make deposits in exchange for e-money.

NOW THEREFORE IN CONSIDERATION OF THE AFOREGOING THE PARTIES HAVE AGREED AS FOLLOWS:

2. SCOPE OF AGENT RELATIONSHIP

OMDS hereby assigns and retains the Domestic Remittances Agent, on a non-exclusive basis, to perform functions, services and such other acts as the Domestic Remittances Agent is specifically required to do in line with the terms of this Agreement. The Domestic Remittances Agent agrees to carry out its duties under the guidance of OMDS around Zimbabwe commencing__________20______, subject to renewal, extension or termination by the Parties.

3. DOMESTIC REMITTANCES AGENT'S RIGHTS AND RESPONSIBILITIES

3.1 The Domestic Remittances Agent shall be obliged to furnish financial transaction and float liquidity management reports, and other regulatory reporting obligations stated by monetary authorities from time to time.

3.2 The Domestic Remittances Agent undertakes to use its best endeavors to facilitate or encourage customers to self on board for the O'mari Services.

3.3 The Domestic Remittances Agent's outlets shall have adequate staff complement which is appropriately qualified and trained. Should OMDS organize training for Outlet staff, the Domestic Remittances Agent will ensure that Outlet staff are in attendance. The Domestic Remittances Agent shall not do or omit to do anything which might reasonably be considered as varying with this obligation.

3.4 The Domestic Remittances Agents shall facilitate deposit (cash-in) and withdrawal (cash-out) transactions for Customers and shall always hold appropriate amounts of cash and Domestic Remittances Agent Float liquidity so that the market demand for these transactions are met.

3.5 The Domestic Remittances Agent shall not perform any transactions with values greater or above the amounts placed in the Trust Account or where the Domestic Remittances Agent has inadequate funds to meet the value of transactions and charges applicable thereto. The Domestic Remittance Agent shall also not process transactions that are above the regulatory limit placed by the RBZ, or any other applicable regulators.

3.6 The Domestic Remittances Agent shall not process any transaction without checking and verifying the customer's identity details by checking the customer's identity document against the information on the confirmation pop-up SMS of the transaction appearing on the POS terminal. Violation to this instruction can attract a penalty. The appropriate penalty shall be communicated to the Domestic Remittances Agent by OMDS. OMDS reserves the right to review the penalty from time to time. If OMDS is fined by any of its regulators for a transgression by the Domestic Remittances Agent the Domestic Remittances Agent hereby agrees to pay OMDS the full amount penalty fee.

3.7 The Domestic Remittances Agent shall not display or procure the display of any advertising or promotional material related to the subject matter of this arrangement, without prior written approval of OMDS as to the format, designs, and content of such material.

3.8 The Domestic Remittances Agent shall actively partake in and promote all O'mari Services together with special deals and suites furnished by OMDS from time to time.

3.9 The Domestic Remittances Agent shall provide OMDS, or its regulators, with written progress reports promptly upon being requested to do so by OMDS.

3.10 The Domestic Remittances Agent shall comply, at its own expense, with all laws, licence conditions and the obligations of any lawmaking body or government, provincial, regional, or local authority in relation to any of the matters articulated in this Agreement.

3.11 The Domestic Remittances Agent shall be vicariously liable for its employees, their acts and omissions.

3.12 The Domestic Remittances Agent shall provide all necessary human, and other resources necessary, to effectively distribute or provide O'mari services as specified in this Agreement.

3.13 The Domestic Remittances Agent shall comply with O'mari manuals and quality standards in relationship to offering O'mari Services as OMDS may circulate from time to time.

3.14 The Domestic Remittances Agent shall reconcile all O'mari Service transactions daily and keep paper and electronic records of all transactions for a period of not less than 10 (ten) years.

3.15 The Domestic Remittances Agent shall compile any reports, details, schedules, forecasts, statistics, and any other important information essential for regulatory purposes, and these shall be certified and signed by the Proprietor or Director or assigned Manager of the entity as true and correct in all aspects.

3.16 The Domestic Remittances Agent shall ensure that the Customer is aware that upon self-registering they are agreeable to O'mari Service terms and conditions and applicable charges which are subject to review from time to time.

3.17 The Domestic Remittances Agent shall educate customers or potential customer of any terms, conditions, provisions, and any other additional information which OMDS may want the Domestic Remittances Agent to relay to such Customer and/or potential customer from time to time;

3.18 The Domestic Remittances Agent shall not be allowed to offer any discount or rebate to any Customer nor offer such a discount or rebate without the prior written consent of OMDS even if the Domestic Remittances Agent is willing to personally meet the cost.

3.19 The Domestic Remittances Agent shall always maintain a required minimum balance of O'mari float during the contract period, and in the case that the balance goes below the minimum balance, the Domestic Remittances Agent shall immediately top up through a payment of a sufficient amount of money into the Trust Account to raise its O'mari balance to at least the required minimum amount.

3.20 In the case that the Domestic Remittances Agent participate or gets involved in money laundering, terrorist financing or any illegal or illicitly activities; the Domestic Remittances Agent shall be solely liable for any such unlawfully committed activities. OMDS and the sponsor bank holding the Trust Account will not, in any way or whatsoever be party or be held liable to such unlawful undertakings.

4. OMDS'S RIGHTS AND RESPONSIBILITIES. OMDS shall:

4.1 Ensure that the Domestic Remittances Agents are adequately trained.

4.2 Ensure that the Mobile Money Transfer and Payment System operates efficiently and effectively in accordance with the provisions of the O'mari Procedures Manual.

4.3 Always ensure that sufficient branding, marketing campaign material and tools are available for use by the Domestic Remittances Agents.

4.4 Have a well-functioning Contact Centre manned by suitably qualified staff and/or automated systems to assist in the resolution of queries associated with O'mari Services.

4.5 Ensure that the Contact Centre operates from 8:00 a.m. and 10:00 p.m. on Mondays to Sundays, which opening hours may be reviewed by OMDS from time-to-time.

4.6 OMDS reserves the right to suspend, deregister, terminate, or disconnect the Domestic Remittances Agent from OMDS's mobile money transfer system at any time, if it determines, at its sole discretion that the Domestic Remittances Agent's license is being used for illegal transactions or unauthorized activities, other than in connection with the O'mari Services, or that the Domestic Remittances Agent is not complying with the terms and conditions of this agreement.

4.7 OMDS shall not provide warranties of any kind and shall not be liable for any costs, loss, liability, or damage whether direct, special or significant whatsoever and howsoever arising whether from any suspension or termination of this Agreement or otherwise.

4.8 OMDS, and any of its regulators, shall have the right at any given time during the contract period to inspect the Domestic Remittances Agent's premises, Outlets, and business operations to ensure adherence of the terms and conditions of this Agreement.

4.9 OMDS reserves the right to vary the terms of this Agreement, the O'mari Procedure Manual, and the rates at which the commission is payable at any time and for any reason whatsoever. Variations will be notified by way of letter, advertisement in a daily newspaper, SMS, or on OMDS's website and/or by using any other suitable means and the Domestic Remittances Agent shall be deemed to have been notified of any such variations whether or not they have actually come to the Domestic Remittances Agent's attention. The O'mari Procedure Manual will be provided by OMDS as part of the Domestic Remittances Agent starter pack.

4.10 OMDS will provide product knowledge training to Outlet staff before they start offering the O'mari services to the market. OMDS will cater for all expenses related to the training venue and training material, while the Domestic Remittances Agent covers all travel and accommodation expenses incurred by their officers when they attend training.

5. COMMISSION & APPLICABLE TAXES

5.1 A commission of **0,4%** on Cash In and **0,9%** on Cash Out shall be paid each month to the Domestic Remittances Agent; a statement in electronic form shall be rendered monthly by OMDS to the Domestic Remittances Agent showing all revenue and payouts.

5.2 The Domestic Remittances Agent shall be informed of the applicable commission rates before signing this Agreement. The commission rates may be reviewed by OMDS from time to time at its discretion.

5.3 Any rates, duty or taxes levied upon or in respect of the commission and/or performance of O'mari Services by the Domestic Remittances Agent by any competent authority shall be assumed and paid for by the Domestic Remittances Agent.

5.4 The Domestic Remittances Agent shall defend, indemnify, and hold OMDS harmless from liability to the Customer and any competent authority resulting from Domestic Remittances Agent's failure to (i) make timeous payments of or pay any of the above, not excluding interest, penalties and any other liability arising from such failure, or (ii) conform to the reporting, filing or other procedural requirements with respect to their payment.

6. INDEPENDENT CONTRACTOR

6.1 The Parties acknowledge that, save for the duties and powers of the Domestic Remittances Agent as stated in clause 3, hereof nothing in this Agreement shall be construed to create a relationship of employment or partnership whatsoever between the Parties, whether for tax or any other purpose.

6.2 Subject to clause 3 hereof neither Party shall have the right to bind the other to any Agreement with a third Party or to incur any obligation or liability on behalf of the other Party.

7.CONFIDENTIALITY

7.1 The Domestic Remittances Agent shall treat as confidential all information relating to Applicants, Customers, Transactions and OMDS.

7.2 Each Party agrees to keep all information confidential and agrees that it shall not without the prior written consent of the Domestic Remittances Agent, Customer, or OMDS, disclose information relating to the Domestic Remittances Agent, Customer, or OMDS; unless required to do so by law enforcement agents upon which the affected Party should be informed.

8. RECORD KEEPING

8.1 The Domestic Remittances Agent shall keep records in line with OMDS requirements. These records shall include:

8.2 The particulars of all transactions undertaken by the Domestic Remittances Agent; and

8.3 The registration particulars of each applicant. The registers for recording the registration particulars will be provided as part of the Domestic Remittances Agent's starter pack.

9. SECURITY MANAGEMENT

9.1 In the event of loss of the SIM card, the Domestic Remittances Agent is required to inform OMDS immediately so that the SIM card is blocked. The Domestic Remittances Agent can contact the OMDS Contact Centre or send an e-mail to contactus@oldmutual.co.zw . Reporting immediately stop unauthorised use. The Domestic Remittances Agent will be liable for any losses and costs incurred before the deregistration process of the SIM card is done by OMDS.

9.2 The Domestic Remittances Agent will be liable for any losses and costs incurred before notifying OMDS.

9.3 The Domestic Remittances Agent is responsible for securing their O'mari cash float and the cell phone used for mobile money transaction. OMDS will not be liable for any loss of cash or other valuables from the Domestic Remittances Agent's premises.

10. BREACH

10.1 OMDS shall have the right to terminate agency within 30 days' notice if the Domestic Remittances Agent :

10.2 commits any act of fraud or theft against customers, OMDS or banks involving the use of the OMDS mobile money facility; and/or

10.3 fails to meet Domestic Remittances Agent requirements set by OMDS for two consecutive months: and/or

10.4 commits an act that brings OMDS into disrepute; and/or

10.5 fails to perform any of its obligations in terms of this Agreement.

11. TERMINATION

11.1 If the Domestic Remittances Agent is in violation of the provisions of clause 10 hereof, OMDS may cancel this Agreement instantly and thereafter notify the Domestic Remittances Agent in writing of the causes of such cancelations.

11.2 OMDS may also terminate the Agreement with the Domestic Remittances Agent for whatever reason by giving a 30 days' notice.

12. LIMITATION OF LIABILITY AND INDEMNITY

12.1 OMDS will not be liable for any costs, loss, liability, or damage whether direct, special, or consequential, howsoever and when so ever arising from any suspension or termination of this Agreement.

12.2 The Domestic Remittances Agent shall indemnify OMDS from and against any or all costs incurred of whatever nature and any loss, damage or liability, whether criminal or civil, suffered by OMDS resulting from a breach of this Agreement or any laws and regulations governing the provision of Mobile Money Transfer Services by the Domestic Remittances Agent including but not limited to breaches caused by any act, neglect or default of the Domestic Remittances Agent and/or its employees, or any subscriber or third party claim in respect of any matter arising from the Domestic Remittances Agent's or its employees' conduct.

12.3 No warranties or representations are made regarding potential proceeds that may be earned by the Domestic Remittances Agent from the provision of the Mobile Money Transfer services and no dependence should be placed on any statements or projections provided, whether verbally or in writing in this respect.

13. RIGHT OF SET-OFF

13.1 OMDS shall have the right to set off any sums owed to it by the Domestic Remittances Agent against any sums due and owing to the Domestic Remittances Agent whether under this Agreement or otherwise.

14. DISPUTE RESOLUTION

14.1 In the event of any dispute between the parties arising from this Agreement, the parties shall endeavor to resolve it by negotiation between their authorized representatives within seven (7) days of such dispute arising.

14.2 If the parties fail to reach agreement within the aforementioned period of seven (7) days, either party may refer the dispute to arbitration.

14.3 Notwithstanding anything to the contrary contained in this clause neither party shall be precluded from obtaining interim relief from a court of competent jurisdiction including any arbitral tribunal pending the decision of an arbitral tribunal appointed in terms of this clause.

14.4 The arbitration shall be held:

14.4.1 in Harare, Zimbabwe; and

14.4.2 with such legal and other professional

14.4.3 representatives as the parties may need; and

14.4.4 in terms of the Arbitration Act (Chapter 7:15), that this be amended from time to time, it being the intention of the parties that the arbitration proceedings shall be held and completed as soon as possible.

14.5 The arbitrator shall be, if the matter in dispute is principally:

14.6 a legal matter, a registered legal practitioner of at least fifteen (15) year standing.

14.6.1 an accounting matter, a practicing-chartered accountant of at least fifteen (15) years standing.

14.6.2 any other matter, an independent person who is an expert in the field in which the dispute has arisen, agreed upon between the parties.

14.6.3 Should the parties fail to agree whether the dispute is principally a legal, accounting, or other matter within seven (7) days after the parties' agreement to refer the dispute to arbitration, the matter shall be deemed to be a legal matter.

14.6.4 In the case that the parties fail to reach a consensus on an arbitrator within seven (7) days after the case was referred to arbitration in terms of clause 14.2 hereof, the arbitrator shall be appointed upon request of either party to the dispute or misunderstanding by the Executive Secretary of the Law Society.

14.6.5 The decision of the arbitrator shall be final and binding on the parties and may be made an order of the court referred to in clause 14.3 at the instance of either of the parties.

14.7 The provisions of this clause:

14.7.1 constitute an irrevocable consent by the parties to any proceedings in terms of this clause and neither party shall be entitled to withdraw therefrom or to claim in any such proceedings that it is not bound by such provisions.

14.7.2 are severable from the Agreement and shall remain in effect despite the termination of or invalidity for any reason of this or any part of contract.

15. MUTUAL CO-OPERATION

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

16. ENTIRE AGREEMENT
This Agreement-

16.1 Surpasses all prior discussions and constitutes the entire Agreement between the Parties with respect to the subject matter hereof,

16.2 Constitutes the whole Contract between the Parties as to the subject matter hereof and no Agreements, representations or warranties between the Parties other than those set out herein shall be binding on the Parties, and

16.3 may not be altered or modified in any manner whatsoever except in writing and signed by all Parties. Any addendum to this Agreement shall not be valid and binding unless signed by the duly authorized representatives of the Parties.

16.4 OMDS reserves the right to vary the terms of this Agreement. Such terms shall be communicated to the Domestic Remittances Agent and negotiated between the parties. Once agreed the new terms shall form part of this agreement and shall be binding on the parties.

16.5 shall not be assigned or ceded without prior written consent from the parties.

16.6 shall inure to the benefit of the successors in title, administrators and assigned parties.

17. WAIVER

Any failure, laxity, delay or omission made by any Party to enforce any of the terms and conditions of this Agreement shall not be deemed to be a waiver of such terms and conditions or of the right at any time subsequent to enforce them.

18. APPLICABLE LAW

This Agreement shall be governed by the laws of Zimbabwe

Acceptance and appending signature on this Domestic Remittances Agent ship agreement between Old Mutual Digital Services and the Domestic Remittances Partner forms the principal agent relationship. legal costs of any recovery of any overdue account shall be the Domestic Remittances Agent's responsibility and shall be on an attorney-client scale including, for the avoidance of doubt, collection commission in terms of the by-laws of the Law Society from time to time. Domestic Remittances Agent domicilium citandi et executandi (address) for the purpose of any suit, writ or other process of any court shall be:

____

____

____

(Insert Physical not Postal Address)

Whereas OMDS address: 101 THE CHASE, EMERALD HILL, HARARE, ZIMBABWE

REQUIRED ATTACHMENTS

1	Duly signed O'mari Domestic Remittances Application Form.	
2	Certified copy of Certificate of Incorporation.	
3	Resolution from the Board of Directors approving of the appointment or use of the company as a Domestic Remittances Agent and appointing the authorised account signatories. Alternatively, a letter authorising OMDS to create account.	
4	Certified copy of CR6 (Formerly Cr14).	
5	Tax Clearance Certificate.	
6	Coloured passport photos of the Directors and authorised account signatories.	
7	Certified copies of authorized account signatories' and Directors' national identity documents.	
8	Proof of Residence of the Directors or proof of physical address for the company's business premises.	
9	Company's trading shop licence.	
10	Bank statement for the past 3 months.	

DECLARATION BY AUTHORISED SIGNATORIES

I/We, the undersigned ____
(Name of Company)

duly represented herein by ______________________________apply to be appointed as a Domestic Remittances Agent for the O'mari Mobile Money Transfer service provided by Old Mutual Digital Services (Private) Limited (OMDS). By our signature(s) hereon we agree that the Domestic Remittances Agent will be subject to the following terms and conditions: -

1. The company shall comply and cooperate with Old Mutual Digital Services during their vetting process. The company acknowledges that Old Mutual Digital Services shall approve of agents using its criteria which is at its sole and absolute discretion.
2. The Domestic Remittances Agent hereby asserts and warrants that all information provided herein, together with the supporting documents, is true and correct in every aspect and that OMDS may rely upon it.
3. The Domestic Remittances Agent indemnifies and holds OMDS not liable for any losses, expenses, costs or damages of whatsoever nature, whether direct, indirect or consequential, incurred by the OMDS arising out of the information provided herein being false, inaccurate or otherwise incorrect in any respect and / or failing to advise OMDS on time in writing of any changes to the information, for any cause whatsoever.

Signed at______________________on this day______________

WITNESSES

1
______________________ ______________________
(Signature) (Name & Capacity)

2
______________________ ______________________
(Signature) (Name & Capacity)

FOR OLD MUTUAL DIGITAL SERVICES

Herein represented by

1
______________________ ______________________
(Signature) (Name & Capacity)

Signed at______________________on this day______________

WITNESSES

1
______________________ ______________________
(Signature) (Name & Capacity)

2
______________________ ______________________
(Signature) (Name & Capacity)