



M-PESA PAY BILL CONTRACT TERMS AND CONDITIONS	V.1	March 2012
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1. PREFACE

These terms and conditions form the contract between:

_____ Limited
of P.O. Box _____ Code _____ City/Town _____

(hereinafter **Client**, which expression shall include its successors in title and assigns) and Safaricom Limited of P.O. Box 66827 Westlands – 00800, Nairobi (hereinafter **Safaricom**, which expression shall include its successors in title and assigns).

This agreement together with the annexures hereto (together “the Agreement”) contains the complete terms and conditions that apply to **Client's** participation in Safaricom's M-PESA mobile payment system (hereinafter **Pay Bill Services**) and supersedes all other agreements entered into between the Client and Safaricom in relation to the provision of M-PESA Pay Bill Services. By executing this document the **Client** agrees that it is affirmatively stating that it has carefully read and understood the terms and conditions set forth herein and agrees to be bound by the said terms and conditions.

2. DEFINITIONS AND INTERPRETATION

2.1 In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:-

“**Business Day**” means any day of the week not being a weekend, gazetted public holiday or designated bank holiday within the Republic of Kenya;

“**Business Number**” means a destination code or numbering plan created by Safaricom for the identification of M-PESA Pay Bill Accounts;

“**Cash**” means currency notes and coins constituting the legal tender of the Republic of Kenya which, as the context requires: may be offered by a Customer in exchange of E-Money through the M-PESA system and subsequently credited to the Client's M-PESA Pay Bill Account; and may be paid to the Client pursuant to a Withdrawal Request Instruction given by the Client to Safaricom;

“**Confidential Information**” means, without limitation, all information, software, data, manuals, concepts relating to marketing methods, products, developments, business and financial affairs and trade secrets, and other information of value to a party and not generally known, (whether or not designated as “confidential information”

by any Party and whether written, oral or in electronic form) and any other information clearly designated by a Party as “confidential information” or that is evidently confidential by its nature or the nature of its disclosure, and includes the terms of this Agreement;

“**Customer**” means an M-PESA user who uses the M-PESA System to pay Bills due to The Client and “Customers” shall be construed accordingly;

“**E-Money**” means the electronic value issued by Safaricom and representing an entitlement to an equivalent amount of the Cash held by the Custodial Trustee in respect of the acquisition of such electronic value;

“**Effective Date**” means the date upon which the Client’s M-PESA Account is activated by Safaricom;

“**EFT**” means electronic funds transfer of the Client’s entitlement to Cash held in its M-PESA account, from the Trust Account to the Client’s designated bank account and includes Real Time Gross Settlement transfers;

“**Intellectual Property Rights**” means, in respect of each Party, such Party’s proprietary rights, title and interest in and to any and all names, logos, trade marks, copyrights, patents and all other intellectual property of whatever nature, description or form, vesting in that Party as at the Effective Date or acquired by such Party at any time after the Effective Date;

“**M-PESA Pay Bill Account**” or “**M-PESA Account**” means the account belonging to the Client created in the M-PESA system which pools funds collected through the M-PESA Pay Bill Service;

“**M-PESA Service**” or “**M-PESA Pay Bill Service**” or “**Service**” means the mobile money transfer service provided by Safaricom and envisaged under this Agreement (including the procedure, systems, and software that Safaricom has developed) through which Customers can make payments to the Client under the Pay Bill functionality (irrespective of whether or not the payment is in respect of the settlement of an obligation or the creation of a liability);

“**M-PESA System**” or “**M-PESA**” means the system operated by Safaricom providing the M-PESA Services and

“**M-PESA User**” means either of The Client or the Customer participating in the M-PESA system;

“**M-PESA Website**” means the site located at <http://www.m-pesa.com>;

“**MSISDN**” means the Mobile Subscriber Integrated Services Digital Network Number issued to the M-PESA User which uniquely identifies the M-PESA User on the Safaricom Global System for Mobile Telecommunication

“**GSM**” Network and is used to connect the Customer with other subscribers and includes a Pin Unlocking Key (“**PUK**”) for accessing the Safaricom Network;

“**Network**” means the Global System for Mobile telecommunication (“**GSM**”) system operated by Safaricom and covering those areas within the Republic of Kenya as stipulated from time to time by Safaricom;

“**Territory**” means the Republic of Kenya;

“**Transaction**” means any movement of e-money or cash from one M-PESA system participant to another pursuant to instructions initiated on the M-PESA System and includes reversals.

“**Trust Account**” means the trust account comprising Cash held in a commercial bank by the Custodial Trustee for and on behalf of all M-PESA users.

“**Trustee**” means the M-PESA Holding Company Limited which, under a Trust Deed, holds Cash paid into the Trust Account in trust for all M-PESA customers;

“**Trust Deed**” means together the Declaration of Trust dated 23rd January 2007 and the Amendment Deed dated 19th June 2008 executed by the Trustee constituting the trusts under which the Trustee holds all amounts of cash received for the Account of each system participant in trust for you upon the terms and conditions therein specified. These documents are available for inspection at www.safaricom.co.ke

“**Withdrawal Request Instruction**” means an instruction given to Safaricom by the Client requesting Safaricom to redeem Cash on the Client’s behalf in exchange of the E-Money held in the Client’s M-PESA account and to send it by EFT to the Client’s nominated bank account.

2.2 In this Agreement (including the recitals), unless the context otherwise requires:

2.2.1 Words denoting the singular shall include the plural and vice versa and reference to the masculine gender shall include a reference to the feminine gender and neuter and vice versa;

2.2.2 References to clauses are references to the clauses of this Agreement;

2.2.3 References to “Parties” shall mean the parties to this Agreement being Safaricom and the Client and to “Party” shall mean either of them as the context may indicate;

2.2.4 The expression “person” includes a natural person, body corporate, unincorporated venture, trust, joint venture, association, statutory corporation, state, state agency, governmental authority or firm; and

2.1 Headings to clauses are used for convenience only and shall not affect the construction and interpretation of this Agreement.

3. DURATION OF AGREEMENT

3.1 Subject to the provisions for earlier termination as provided in this Agreement, this Agreement shall be for an initial period of twelve (12) months (the “**Initial Term**”) from the Effective Date.

3.2 Upon expiry of the Initial Term, this Agreement shall automatically renew for a further renewal periods of twelve (12) months each (each period being a “**Renewal Term**”) on the terms and conditions appearing herein or as may be amended in writing unless terminated in accordance with the terms of this Agreement.

4. OPERATION AND SCOPE

4.1 Use of the M-PESA Service by The Client shall be subject to the terms of this Agreement; the M-PESA website access terms and conditions as may be notified to the client; and the Customer Terms and Conditions as may be published by Safaricom from time to time, and the Client hereby agrees to abide by the M-PESA operational procedures as may be prescribed by Safaricom from time to time.

4.2 With effect from the Effective Date and for the duration of the Initial Period, Safaricom shall:

4.2.1 Allocate a Business Number or Business Numbers through which Customers may make payments to the Client’s M-PESA Account through the M-PESA Pay Bill Service functionality. For the avoidance of doubt the Business Number or Business Numbers remain the property of Safaricom at all times and Safaricom may, with reasonable prior notice to the Client, re-

number, re-assign, re-allocate or withdraw a Business Number or Business Numbers PROVIDED that Safaricom shall not tamper with the balances held in the Client's M-PESA account;

- 4.2.2 Grant secure access rights to the M-PESA Website through which the Client may manage its M-PESA Pay Bill Account. For the avoidance of doubt the M-PESA Website is proprietary and any material downloaded from it (including without limitation, statements, screen shots, etc) shall be Confidential Information.
 - 4.2.3 Provide customer service support to the Client and address any issues escalated by the Client;
 - 4.2.4 Provide customer service support to Customers using the M-PESA Pay Bill Service;
 - 4.2.5 Credit the Client's M-PESA account with E-Money upon receipt of E-Money paid through the M-PESA System by Customers;
 - 4.2.6 Prepare on demand and in any event within seventy two (72) hours (the "Settlement Period") an EFT of the Cash equivalent of accrued E-Money (less any charges and commissions) to the Client upon receiving a Withdrawal Request Instruction PROVIDED ALWAYS that where such instruction is made on any day preceding a weekend or a bank holiday, computation of the Settlement Period shall commence on the next Business Day;
- 4.3 With effect from the Effective Date and for the duration of the Initial Term, the Client shall:-
- 4.3.1 Reconcile payments received on the M-PESA System through its M-PESA Pay Bill account to ensure that all payments are receipted;
 - 4.3.2 Initiate Withdrawal Request instructions to Safaricom for redemption of accrued E-Money;
 - 4.3.3 Authorize Safaricom to debit charges and commissions to its Pay Bill account for providing the service;
 - 4.3.4 Comply with Safaricom's fee schedule for using the M-PESA Pay Bill Service or as may be notified to it in writing;
- 4.4 The Client undertakes that it shall at all times comply with such reasonable bulletins or guidelines as may be communicated to The Client by Safaricom in writing from time to time.
- 4.5 The Client's Customer Service Information and Registration Particulars for the purposes of this Agreement are as set out in Schedule 3 and Schedule 4 respectively.

5. ACTIVATION OF PAY BILL ACCOUNT

- 5.1 This agreement comes into effect upon activation of the M-PESA Pay Bill Account by Safaricom following the passing of all KYC vetting procedures conducted on the Client by Safaricom.
- 5.2 Prior to activation of the M-PESA Account, the Client shall ensure it has provided Safaricom with the necessary Know Your Customer (KYC) documents as may be prescribed by Safaricom.
- 5.3 Safaricom shall carry out the necessary due diligence following which, if satisfied as to the sufficiency of the KYC documents provided by the Client, shall activate the Client's Pay Bill Account.

- 5.4. If the Client fails to produce the necessary KYC documents as set out in 5.2 above, or fails to satisfy the minimum KYC requirements, Safaricom will refuse to activate the M-PESA Pay Bill account and accordingly advise the Client as such (in which case this Agreement shall be null and void). For the avoidance of doubt, Safaricom's refusal to activate the M-PESA Pay Bill account shall neither confer on the Client any right to contest Safaricom's decision nor give rise to any legal claim against Safaricom under this Agreement.

6 REVERSALS

- 6.1 The Client shall within a reasonable period (but in any event no later than 72 hours) initiate and complete reversal transactions where a payment made to it is manifestly made in error.
- 6.2 Where the Client fails or refuses to complete the reversal in accordance with clause 6.1, Safaricom shall, having due regard to the circumstances of the erroneous payment, complete the reversal.
- 6.3 Where a dispute in relation to a reversal arises, Safaricom may suspend the Client's M-PESA Pay Bill account to facilitate an amicable resolution of the dispute.

7. SERVICE FEES

- 7.1 The Service shall be subject to the Charges and Transaction Values set out in Schedule 1 (as annexed to this agreement and signed off by the Parties).
- 7.2 Safaricom may by notice and from time to time vary the Charges and Transaction Values.
- 7.3 Amounts to be transacted by Customers using the M-PESA System are subject to transaction and account limits set on the M-PESA System as prescribed in Schedule 1 (*Charges and Transaction Values*) or as may be varied by Safaricom in writing from time to time.

8 CONFIDENTIALITY

- 8.1 Each party undertakes and warrants that it will treat in confidence all Confidential Information related to and received from the other party, which it acquires as a result of the operation of this Agreement and to afford it the same degree of confidential treatment as it affords to its own Confidential Information.
- 8.2 Neither party will reveal any Confidential Information of the other to any third party, without the express written consent of the disclosing party, except where such information is already in the public domain, has been legally acquired by the third party, or where disclosure of the confidential information is ordered by a court or other competent authority.

9 INDEMNITY & LIMITATION OF LIABILITY

- 9.1 Neither Party makes any representation, nor gives any warranty or guarantee of any nature whatsoever with regard to the accuracy or correctness of any information or any other aspect thereof other than that provided for in this Agreement;

- 9.2 Each party shall indemnify the other, and keep each other indemnified, from and against any and all loss, damage or liability, whether criminal or civil, suffered, any legal fees and costs incurred by the other resulting from a material breach of this Agreement by the party at fault including breaches caused by any act, neglect or default of a Party or any third party claim in respect of any matter arising from any person's conduct, provided that the liability has not been incurred directly through any default either Party in relation to its obligations under this Agreement.
- 9.3 Without prejudice to the foregoing, the Client shall indemnify and keep Safaricom indemnified from, defend Safaricom against, and pay any final judgment awarded against Safaricom, resulting from any claim by a Customer arising from such Customer's use of the Services leading to loss or damage where the proximate cause of such loss or damage is attributable to the Client's negligence, recklessness, indifference, delay or failure to receipt or credit a Customer's account with payment after the Customer has effected payment to the Client on the M-PESA System.
- 9.4 Safaricom shall not be liable to the Client or any other person where:
- 9.4.1 the Transaction amount sought by the Customer is below the minimum or above the maximum limits for transactions on the M-PESA System as set out in Schedule 1 (*Charges and Transaction Values*), except where the Client makes a request to Safaricom for changes to the minimum or maximum amount, which variation may be made at the sole discretion of Safaricom;
 - 9.4.2 The Customer has entered an incorrect Business Number and the payment is made to the wrong MPESA Pay Bill account holder provided that Safaricom shall, where possible, use its best endeavours to reverse such erroneous transaction upon notification by the Client;
 - 9.4.3 The Client's hardware, software or internet provider's service is not functioning properly;
 - 9.4.4 The transaction is unauthorised or fraudulent;
 - 9.4.5 The transaction details received do not contain the correct information;
 - 9.4.6 the Client's receipt of funds is intercepted by due legal process or other encumbrance restricting the transfer (e.g. security reasons); or
 - 9.4.7 Unforeseen circumstances prevent the execution of the Transaction despite any reasonable precautions taken by Safaricom.
- 9.5 Without prejudice to any other provisions of this Agreement, each of Safaricom and the Client undertakes to indemnify the other party and keep the other party indemnified on demand for and against all proceedings, costs, claims, damages, expenses and liabilities of whatsoever nature howsoever suffered or incurred arising out of or by reason of:
- 9.5.1 any breach or non-compliance with any terms of this Agreement; or
 - 9.5.2 any infringement or alleged infringement of any intellectual property rights relating to the use of any software by any person.

10 SUSPENSION

Safaricom may, with reasonable notice where practicable, suspend the availability of the Service to The Client wholly or partially for any valid reason, including without limitation, where (i) The Client fails to comply with any rules or regulations of the Territory regarding the Service; (ii) The Client fails to observe any term or obligation set out herein; or (iii) the Client carries on prohibited activities using the M-PESA service as set out in Clause 13.

11 TERMINATION

11.1 Termination on Notice

11.1.1 If either of the Parties commits a breach of any material obligation imposed on it in terms of this Agreement (hereinafter the "Defaulting Party"), and fails to remedy such breach within a period of 30 (thirty) days from the date on which written notice is given to the Defaulting Party by the other Party (hereinafter the "Aggrieved Party") requiring the Defaulting Party to remedy the breach, then the Aggrieved Party shall be entitled to terminate this Agreement on the expiry of such written notice and the Aggrieved Party shall be entitled to hold the Defaulting Party liable in damages as a result of such termination.

11.1.2 Either Party may terminate the agreement by giving thirty (30) days prior written notice irrespective of whether the other Party is in material breach of this Agreement.

11.2 Termination by Safaricom

11.2.1 Notwithstanding the generality of the foregoing, Safaricom may terminate this Agreement immediately if the Client uses or is reasonably suspected of using the M-PESA Service in furtherance of any unlawful or criminal activity, including without limitation, tax evasion, money laundering or terrorism funding activities.

11.2.2 Safaricom may terminate the agreement if the Pay Bill account remains inactive for a period of six (6) months. For the avoidance of doubt, an 'inactive' Pay Bill account includes one which has not had any credit entries over a continuous period of six (6) months.

11.3 Termination not to Affect Remedies

The termination of this Agreement shall be without prejudice to all accrued rights and obligations of the Parties under this Agreement and to all obligations under this Agreement expressed to continue or take effect after expiration or termination.

12 TAXES

12.1 The Client undertakes to declare all income resulting from or in consequence of using the M-PESA Pay Bill Services to the relevant tax authority and to pay all taxes levies and fees due on such income. Safaricom shall not be liable to the Client for any disclosure to the relevant tax authority and the Client

hereby indemnifies Safaricom from any loss or damage arising from such disclosure to the relevant taxing authority.

12.2 It is the Client's responsibility to determine what, if any, taxes apply to the payments it receives and to collect, report and remit the correct tax to the relevant taxing authority. Safaricom shall not be obligated to determine whether taxes apply, and is not responsible for collecting, reporting, or remitting any taxes arising from any transaction.

12.3 Without prejudice to the generality of the foregoing, any taxes, charges, impositions or levies imposed on a Party or on a Party's performance of its obligations under this Agreement (including income taxes, VAT, Excise Tax and Withholding Tax) shall be paid by that Party, it being solely that Party's obligation to collect and remit such taxes to the relevant tax authority.

13 PROHIBITED USAGE & CONDUCT

13.1 You agree to not use the M-PESA Pay Bill service to:

- a) Conduct any business that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- b) Impersonate any person or entity, including, but not limited to, a Safaricom official, fellow user, or falsely utter or otherwise misrepresent your affiliation with a person or entity;
- c) Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
- d) Conduct any business that causes or permits the uploading, posting, emailing, transmission or otherwise making available any content or information that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- e) Conduct any business that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- f) Conduct any business whether solicited or unsolicited, relating to or remotely connected to SPAM, junk mail, pyramid schemes, pornography, gaming, gambling or any other form of solicitation;
- g) Conduct any business that causes or permits the uploading, posting, emailing, transmission or otherwise making any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

- h) Conduct any business that interferes with or disrupts the Service or servers or networks connected to the Service, or disobeys any requirements, procedures, policies or regulations of networks connected to the Service;
- i) Conduct any business that intentionally or unintentionally violates any applicable local, or international law, including, but not limited to, laws and regulations promulgated by the Communications Commission of Kenya, the Central Bank of Kenya or any regulations having the force of law;
- j) Collect or store personal data about other users without their express authority; or
- k) Aggregate payments or create 'collection accounts' on behalf of third party persons or entities without the express written consent and approval of Safaricom.

13.2 It is hereby acknowledged and agreed that Safaricom may preserve the Client's Confidential Information and may also disclose the Client's Confidential Information if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the terms of this Agreement; (c) respond to claims that the Client's use of the M-PESA Service violates the rights of third-parties; or (d) protect the rights, property, or personal safety of Safaricom, its subscribers and the public.

13.3 You shall not make available to any third party any Confidential Information (including without limitation, transaction data) unless compelled by law to do so.

14 GOVERNING LAW AND JURISDICTION

The validity, construction and interpretation of this Agreement and the rights and duties of the parties hereto shall be governed by the laws of Kenya.

15 DISPUTE RESOLUTION

In the event that any dispute has arisen and the parties have not been able to settle the same, within thirty (30) days then, any party may elect to commence arbitration. Such arbitration shall be referred to arbitration by a single arbitrator to be appointed by agreement between the Parties or in default of such agreement within 14 days of the notification of a dispute, upon the application of either Party, by the Chairman for the time being of the Kenya Branch of the Chartered Institute of Arbitration.

Such arbitration shall be conducted in Nairobi in accordance with the Rules of Arbitration of the said Institute and subject to and in accordance with the provisions of the Arbitration Act 1995.

To the extent permissible by Law, the determination of the Arbitrator shall be final, conclusive and binding upon the Parties hereto.

Pending final settlement or determination of a dispute, the Parties shall continue to perform their subsisting obligations hereunder.

Nothing in this Agreement shall prevent or delay a Party from making claims or seeking injunctive or interlocutory relief in the High Court of Kenya.

16 ENTIRE AGREEMENT

This Agreement, together with the schedules hereto, constitutes the entire agreement between the Client and Safaricom with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth herein and therein. This Agreement supersedes all prior negotiations, agreements, and undertakings between the parties with respect to such matter.

17 ANNOUNCEMENTS

The Parties shall not make any press release or any other public statement relating to this Agreement or the relationship between the Parties without the prior written consent of all the Parties. Once a public statement has been agreed upon by the Parties, provided the information in that statement remains accurate, each Party may make other public statements that are consistent with the original statement without prior notice to, or consent of, the other Parties. Notwithstanding the foregoing, a Party may make any public statements required in order to comply with applicable legal requirements.

18 AMENDMENT

This Agreement, including its schedules may be amended by Safaricom by way of bulletin, and notices. You acknowledge that such bulletin or notices shall be binding and shall have full legal force as if they were contained in this Agreement.

19 ASSIGNMENT

This Agreement may not be assigned by either party, by operation of law or otherwise, without the prior written consent of the other party.

20 NOTICES

Except as otherwise specified in the Agreement, all notices, requests, approvals, consents and other communications required or permitted under this Agreement shall be in writing and shall be personally delivered or sent by mail, registered or certified, return receipt requested, postage pre-paid, courier service to the address

specified above. Notices shall be deemed given on the day actually received by the party to whom the notice is addressed.

21 COUNTERPARTS

This Agreement may be executed simultaneously in two counterparts, each of which shall be deemed an original, but all of which together constitute one and the same agreement.

22 WAIVER

No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the party waiving its rights.

23 SEVERABILITY

Any provision of this Agreement held by a court of competent jurisdiction to be contrary to any law shall be severed from the agreement, but such severance shall not render the remaining provisions of this agreement ineffective. The remaining provisions of this Agreement will remain in full force and effect.

24 NO THIRD PARTY BENEFICIARIES

Each party intends that this Agreement shall not benefit, or create any enforceable right or cause of action in or on behalf of, any person or entity other than the Safaricom and [ClientKenya Wildlife Service](#).

25 FORCE MAJEURE

- 25.1 Notwithstanding any provision contained in this Agreement, neither party shall be liable to the other to the extent fulfilment or performance of any terms or provisions of this Agreement is delayed or prevented by revolution or other civil disorders; wars; acts of enemies; strikes; lack of available resources from persons other than parties to this Agreement; labour disputes; electrical equipment or availability failure; fires; floods; acts of God; government or regulator action; or, without limiting the foregoing, any other causes not within its control, and which by the exercise of reasonable diligence it is unable to prevent, whether of the class of causes hereinbefore enumerated or not.
- 25.2 If any force majeure event occurs, the affected party will give prompt written notice to the other party and will use commercially reasonable efforts to minimize the impact of such event.

26 GENERAL

- 26.1 The parties shall comply with all legal requirements applicable to their role in effecting Transactions.
- 26.2 Each of the Parties represents and warrants that none of its senior officers or directors (i) has ever been convicted of any crime (other than minor traffic offences); and (ii) has ever been charged, convicted of (or pleaded guilty or no contest to) any crime relating to fraud, embezzlement, theft, money laundering, financing terrorism or terrorist organizations, importing illegal aliens, receiving stolen property, or illegal drugs or other controlled substances. Each Party shall, if required, notify the other in writing within 48 hours after any of these representations and warranties ceases to be true.
- 26.3 Legal or regulatory requirements may require Safaricom to obtain and report certain information about the operation of the Client's account. In order to comply with any such legal or regulatory requirements, Safaricom may, within the confines of the law, at any time submit such information as it may have in its possession to the legal or regulatory authority. The Client shall assist Safaricom in complying with any such legal or regulatory requirements and shall deliver promptly any information that Safaricom reasonably requests for the purposes of complying with such legal or regulatory requirements.
- 26.4 None of the Parties shall at any time publish or cause to be published orally or in writing to any other person whatsoever (including to the public or any section of the public) any information concerning this Agreement or any other information of any nature whatsoever concerning either Party or any other matter regarding the internal affairs of either Party, whether such information or matter is stated to be confidential or not, without the express written permission of the other Party. This covenant is given by each of the Client and Safaricom on their own behalf and the parties also undertake to ensure that they will take all reasonable steps to enforce obligations in like form against its directors and personnel.
- 26.5 Each of the Parties shall, at its expense, obtain and renew, in accordance with any law or regulations for the time being in force, all permits, licences and authorisations required for the performance of its obligations under this Agreement.

26.6 This Agreement may be signed in any number of counterparts, all of which shall constitute one and the same instrument.

We _____ Limited

Hereby confirm that we have read the terms of these M-PESA Pay Bill Agreement and we hereby agree to be bound by them.

Signed by (Full Name)

Designation

Signature

Duly authorized for and on behalf of

In the presence of:

Name:.....

Address:.....

Signature:.....

SCHEDULE 1

CHARGES & TRANSACTION VALUES

(as annexed to the Agreement and signed off by the Parties)

SCHEDULE 2

CUSTOMER SERVICE INFORMATION

Customer Service Location	
Customer Service Line	

SCHEDULE 3

REGISTRATION PARTICULARS

Business Number	
Head Office Details	
Bank Account Number	
Minimum Transfer value	
Maximum Account Limit	