

## **Agent Terms and Conditions**

These T&Cs set forth the Applicant's ("**You**", "**Your**", "**Agent**") rights and obligations with respect to your opening of the Agent Account and use of any version of the services of MPT Money. If you do not agree to all of the terms contained in these terms of use and the terms of the agreement, you should not open an Agent Account and use any MPT Money service.

### **1. General**

These T&Cs are to be read together with the latest version of the MPT Money Terms and Conditions and the MPT Money Privacy Policy (collectively, "**MPT Money T&Cs**"), which shall form an integral part of these T&Cs. In case of conflict between these T&Cs and the MPT Money T&Cs, these T&Cs shall govern, but only to the extent of such conflict.

- 1.1. By applying to be a MPT Pay Agent, you signify that you have read, understood, and agree to be bound by these T&Cs.
- 1.2. These T&Cs shall apply to both existing and new Agents.
- 1.3. Subject to law, MPT Money reserves the right to modify, at its sole discretion, these T&Cs without need of consent from the Agent. Unless otherwise prescribed, the Agent's continued use of any part of the MPT Money service after any such change to these T&Cs constitutes the Agent's agreement and informed consent to the revised T&Cs in its entirety. You shall be responsible for regularly reviewing these T&Cs including amendments thereto as may be published by MPT Money.
- 1.4. All collection and use of your information under these T&Cs shall be subject to the MPT Money Privacy Policy.
- 1.5. You declare that all information provided in this application is correct, accurate, and complete, and that all documents submitted are genuine and authentic. Failure to provide the required information or providing false, inaccurate, incomplete or misleading information or fake documents may result in the delay in the application approval or rejection of the application, without prejudice to other remedies available

to MPT Money. You must communicate any subsequent changes to the details provided in the application form to MPT Money immediately.

## **2. Terms of Service**

### **2.1. The Agent shall:**

- (a) comply with any instructions that MPT Money may give from time to time, including but not limited to recording all transactions and maintaining records in relation to the Agent Account;
- (b) ensure that the customers are fully informed that they are acting on behalf of the MFSP;
- (c) not charge any customer any fee other than the fees authorized by MPT Money;
- (d) always provide customers the list of fees and charges imposed for the services.
- (e) always ensure it has sufficient e-money and physical cash to run its business; and
- (f) promptly inform its dedicated Super Agent for requirement of e-money or physical cash liquidity.

### **2.2. MPT Money reserves the following rights, subject to applicable law, at its own discretion:**

- (a) to modify the services that Agents may offer to customers, at any time; and
- (b) to set and modify the fees, charges, transaction limits associated with MPT Pay, at any time.

## **3. Suspension or Termination**

- 3.1. If MPT Money reasonably determines that the Agent is engaged, or suspects the Applicant to be engaged, in fraudulent, unauthorized, unlawful, improper, illegal, or immoral activities, or is involved in activities that in any manner breaches these T&Cs, is likely to subject MPT Money to unfavorable regulatory action, damage MPT Money's/MPT Pay's reputation, contravene any law, infringe the rights of any person, or subject MPT Money to liability for any reason, MPT Money may immediately suspend and/or terminate the Agent and/or Agent's Account, upon written notice to the Agent, without any liability whatsoever on the part of MPT Money and without prejudice to other remedies available to MPT Money.

- 3.2. If MPT Money reasonably determines that the Agent has committed or commits a suspected fraud or fake or fictitious transaction (such as when Agent makes it appear that a transaction was successful when it was not or that a transaction was made when there was none), MPT Money reserves the right to recover from the Agent such amount involved in the suspected fraud or fake or fictitious transaction without prejudice to the imposition of such penalties and the exercise of such remedies available to MPT Money, including suspension and/or termination of the MPT Money service and/or Agent Account, upon written notice to the Agent, without any liability whatsoever on the part of MPT Money and without prejudice to other remedies available to MPT Money.
- 3.3. Failure to attain a high level of customer satisfaction is considered a material breach of these T&Cs. In the event MPT Money receives at least one (1) customer complaint regarding the Agent or any part of the Agent's services, MPT Money reserves the right to terminate the Agent and close the Agent Account, upon written notice to the Agent, without any liability whatsoever on the part of MPT Money and without prejudice to other remedies available to MPT Money.
- 3.4. MPT Money has the right to suspend or terminate any part of the MPT Money service and/or Agent Account, without cause and without liability, by giving thirty (30) days prior written notice to the Agent.
- 3.5. The Agent shall return all the MPT Pay POSM and marketing materials provided by MPT Money on the day when the MPT Pay service or the Agent's Account is terminated.

#### **4. Fees and Payment**

- 4.1. The Agent shall have cash out options subject to such terms, conditions, limitations, and charges as specified by MPT Money.
- 4.2. You shall be entitled to receive a commission for the services provided as an Agent of MPT Money. MPT Money has the sole discretion to change the commission/fee

structure at any time. You will be notified of such changes and when such changes shall become effective.

- 4.3. The Agent acknowledges and agrees that, except as provided in these T&Cs, it shall not be entitled to, and MPT Money shall not be obligated to pay any taxes, including commercial tax, additional charges, fees, or other compensation or benefits to the Agent.
- 4.4. Under no circumstance shall MPT Money have any liability for taxes or tax expenses of the Agent, including commercial tax. You shall be solely and exclusively responsible for the payment of any and all taxes that may be imposed as a result of your appointment as Agent of MPT Money or use of the MPT Money services, or payments received by you through the MPT Pay service regardless of whether such taxes were invoiced to MPT Money; provided, however, that MPT Money may, if required in accordance with applicable law, deduct withholding tax from the fees payable to applicant and remit the same to the appropriate Myanmar tax authority on your behalf, and MPT Money shall not be liable for any future reimbursement or additional payment to you as a result of such withholding.

## **5. Indemnification; Limitation of Liability**

- 5.1. The Agent shall be liable for any and all damages sustained by MPT Money arising from the Agent's breach of the terms of these T&Cs.
- 5.2. Notwithstanding anything to the contrary herein, you will indemnify MPT Money against any taxes imposed as a result of your appointment as Agent of MPT Money or use of the MPT Money services, or payments received by you through the MPT Pay service.
- 5.3. You agree to defend, indemnify and hold harmless MPT Money and its agents, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, taxes, costs or debt, and expenses (including, but not limited to, attorneys' fees) arising from: (i) your appointment as Agent of MPT Money; (ii) your use of and access to

any MPT Money service, including any data or content transmitted or received by you; (iii) any violation of any term of these T&Cs; (iv) any violation of any third party right, including, without limitation, any right of privacy, publicity rights or intellectual property rights; (v) any violation of any law, rule or regulation of Myanmar or any other country; (vi) any claim or damages that arise as a result of any information you submitted or received through the MPT Money service; or (vii) any other party's access and use of the MPT Money service through your Agent Account.

## **6. Force Majeure**

- 6.1. Any damage or loss suffered by MPT Money or the Agent resulting from acts of God, earthquakes, fire, explosions, natural disasters, sink holes, terrorism, acts of war, riots, strikes or labor disputes, embargo, sabotage, flood, power blackouts, electrical equipment or system availability delay or failure, government or regulatory intervention, industrial disturbance, national/international calamities, pandemics, issuances of any governmental authority with relevant jurisdiction, shall be the obligation of such suffering party and the other party shall have no responsibility therefor.

## **7. Independent Contractor**

- 7.1. You acknowledge that you are an independent outlet authorized by MPT Money to provide MPT Money services on behalf of MPT Money. No agency relationship exists between MPT Money and the Agent. MPT Money bears no responsibility or liability for any default or negligence on the part of the Agent in providing any portion of the MPT Money service.

## **8. Disclaimer**

- 8.1. To the fullest extent permissible by applicable law, MPT Money disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose.

## **9. Miscellaneous**

- 9.1. If any term, covenant or provision of these T&Cs is held to be illegal, invalid or unenforceable by any court or body of competent jurisdiction or by virtue of any legislation to which it is subject, then the remainder of these T&Cs or the application of such term, covenant or provision to any person (other than those as to whom it is held invalid or unenforceable) shall not be affected thereby, and each provision of these T&Cs shall remain valid and enforceable to the fullest extent permitted by law.
- 9.2. The English language version of these T&Cs shall be controlling in all respects and shall prevail in case of any inconsistencies with translated versions, if any.