

## Agent agreement

THIS AGREEMENT is made on this \_\_\_\_\_ day by and between **HAFIZ BROS TRAVEL & MONEY TRANSFER LIMITED**, Incorporated under the laws of United Kingdom, having its registered office at 144 CALDER STREET, GLASGOW, G42 7QP, United Kingdom.

AND

### Company name/entity name

a company/entity incorporated and existing under the laws of **United Kingdom** having its registered office at, Address

( Hereinafter referred to as the **"The Representative"**) (Together hereinafter referred to as the "Parties")

### PREAMBLE

**WHEREAS**, The Principal is one of the leading **"remittance service provider"**, **operating in UK and has worldwide agent network**. The **management** of principle possesses vast experience in the field of **"Remittance Business"**

**WHEREAS**, The Principal has **"in house developed and launched "HAFIZ BROS LTD"** a customer friendly IT based service (**"The Services"**) for money transfers. The Services envisage next day payment of cash to the recipient; Door to Door delivery of Draft/Cash and Bank Transfers.

**WHEREAS**, in connection therewith, The Principal wishes to appoint [International/National Services Provider the Representative] (**"The Representative"**) to, promote, solicit and provide the Services, on the terms and conditions described herein below;

**WHEREAS**, The Representative desires to be authorized by The Principal to promote, solicit and provide the Services in the Territory. The Representative confirms that it possesses all the authorizations and licenses to act in this connection.

The following Annexure shall be deemed to be for and be read and construed as part of this Agreement:

- Annexure I      General Terms and Conditions
- Annexure II     General Terms and Conditions for the Customers

### ANNEXURE I

#### ARTICLE 1: DEFINITIONS

##### General Conditions

The General terms and conditions of The Principal applies while placing an order with The Principal or its The Representative, [Annexure 1]

## License/User's Agreement

[Means The Principal's License Agreement for the Product which is attached hereto as Annexure II]

## Product

**Product: - "WWW.HAFIZBORS.COM" customer friendly IT based WEBSITE, "in house developed and owned" by the Principal having all rights thereto to provide remittance to the customers".**

Any Addendum agreed and signed in future date by the parties would form an integral part of this agreement and be read and construed as part of this agreement.

The agreement should be signed by two authorized officials of the parties. Every page of the agreement should be affixed with the company's seal and the same should be initialized by authorized signatory of both the parties.

## The Representative

The expression includes Sub-The Representative, its assigns and survivors.

## Services

Means (a) to make payments to recipients of money transferred to The Representatives location which have been initiated from any other location and (b) to accept payments from remitters to transfer to locations of other The Representatives in accordance with the General terms and conditions of the principle applied thereto

## ARTICLE 2: APPOINTMENT

The Principal hereby appoints The Representative and grants a non-exclusive and non-transferable license for providing the Services in the Territory and The Representative hereby agrees to act as an authorized non-exclusive The Representative.

## ARTICLE 3: DUTIES OF THE REPRESENTATIVE

A. The Representative hereby undertakes with The Principal that the Representative will at all times during the continuance of this Agreement observe and perform the terms and conditions set out in this Agreement and use its best endeavors to:

Provide services to the customers in the [agents and other locations] and in doing so shall bring to the notice of the customers the [General terms and conditions of Services of The Principal]

Promote, develop and extend sales of the Services throughout the territory

Generally to do all such other acts as may be in the best interests of The Principal and conducive to the performance of the duties and obligations imposed on The Representative by this Agreement.

Conduct its business in accordance with the highest business standards not to perform any act which will or may reflect adversely upon the business integrity or goodwill of The Principal;

Offer the Services at locations and during the business hours (Annexure II).

Transmit to The Principal through web, details of all money transfers originated by The Representative or through it (and any messages sent therewith) within one [24] hours of time these are presented by the customer.

To exercise "Know Your Customer" (KYC) policy and observe all the laws and regulations of the country where The Representative/Sub Representative resides and other countries to which or from where the customer orders are received or executed.

The Representative and sub Representatives shall be solely responsible for violation of the laws and regulations of the Territory and of the locations from where the transfers of monies are initiated.

Promptly bring to the notice of The Principal any information received by it which is likely to be of interest, use or benefit to The Principal in relation to the marketing of the Services.

Keep full proper and up to date books of account and records showing clearly all inquiries transactions and proceeds relating to the Services and will allow authorized representatives of The Principal to have reasonable access to the said books and records and take such copies as may be required;

Maintain a facility and capable staff of personnel at its location(s) at a level sufficient to represent the best interest of The Principal in the Territory;

- Notify The Principal reasonably in advance of any change in ownership or control of the business of The Representative, giving full particulars of the circumstances.
- To maintain at all times the authorizations and licenses to act as The Representative and for its Sub Representative.
- The Representative fails to secure or maintain or renew any licenses or authorization required to act as The Representative of The Principal or if such licenses or authorization is revoked or suspended for any reason
- Use all reasonable endeavors to satisfy itself by means of proper enquires as to the credit worthiness of the customer and transactions.
- To immediately notify The Principal (maximum within 7 days) of any difference in the accounts of The Principal visible thru the system and its own records. In the absence of such notification the balance of account visible in The Principals account shall be taken as final
- The Representative shall not directly sign-up with any agents of The Principal other than any that exist as on the date of this agreement. A list of such common agents shall be forwarded to The Principal.

The Representative shall not assist directly or indirectly through the Services in money laundering from any criminal or illegal sources. The Representative shall strictly observe the law and regulations of its place of business and international customs, rules and regulations dealing with money laundering.

The parties agree that this Agreement and for all purposes shall be interpreted to be a services agreement for providing services and not a commercial agency agreement.

#### ARTICLE 4: SUB - THE REPRESENTATIVE

The Representative has no right to appoint sub-The Representative(s) within the territory. Notwithstanding any thing contained herein, The Representative and Sub Representative shall be liable jointly and severally for the performance of this Agreement. The Representative shall indemnify and save harmless The Principal for any acts, claims, liability arising out of the Sub Representative or its employee, agent's acts and performance.

#### ARTICLE 5: THE PRINCIPAL'S UNDERTAKING

The Principal hereby agrees with The Representative that The Principal during the continuance of this Agreement.

- (a) To train at The Representative's location or at The Principal's locations as deemed appropriate by The Principal at the cost of The Principal, personnel of The Representative provided that The Representative should provide all the necessary infrastructure required for such purposes in case, the training is provided at The Representative location.
- (b) To notify The Representative from time to time of any change in its [terms and conditions with the customer] for providing the services;
- (c) To undertake a media advertising campaign as deemed appropriate by The Principal.

**Rights Reserved:** The Principal reserves notwithstanding, any thing herein contained the following rights. The Representative acknowledges that The Principal shall have the right to promote, solicit and provide the Services directly or indirectly in the Territory or any other part of the world.

#### ARTICLE 6: DETERMINATION OF AVAILABLE SALES COMMISSION

- (ii) The Representative hereby agrees that the commissions payable hereunder constitute full and fair compensation for all work, and effort created by The Representative as a result of the performance of its duties hereunder and that upon termination of this Agreement for whatever reason, The Representative shall have no other claim whatsoever for any amount other than for the commissions.

#### ARTICLE 7: BANKING ARRANGEMENT

- (i) The Representative shall be solely liable to account for including but not limited to all money transfer/Cheques or other funds coming into possession, and The Representative will hold on trust all such monies and make payments to The Principal or customers, as agreed with them. The Representative assumes solely all risks of loss with respect to the foregoing, including all loss arising from misuse, theft, burglary, forgery, robbery or other crime, destruction, mysterious disappearance and all other similar or dissimilar causes of loss.

Representative shall not be allowed to overdraw their account maintained with the principal except in case where principal has granted overdraft facility.

The regular settlement procedure: The Principle shall settle the account in GBP through SWIFT only at the exchange rate pre-agreed between The Principle and The Representative. In absence of pre-agreed exchange rate, The Principles treasury rate will prevail.

Remittance Charges: The Representative to bear bank charges by its bankers towards remittance to / from The Principle. The Principle to bear bank charges by its bankers towards remittance to / from The Representative.

- (iv) The Principle shall maintain The Representative's account in local currency of The Representative unless it is agreed between The Principle and The Representative to maintain account in GBP. The Representative should reconcile its account on regular basis and confirm the balance of each month end to The Principle within first seven days of the subsequent month. Non confirmation will be treated as confirmation by default.

#### ARTICLE 8: LIMITATION OF LIABILITY

The Principal shall not be liable for any direct, indirect, consequential or incidental damages (including damages for loss of business profits, business interruption, loss of business information, and the like) arising out of the use or inability to use the Product or Services. In any event, the liability of The Principal whether for negligence, breach of contract, breach of warranty, or otherwise shall not exceed the [amount of the commission paid to The Representative hereunder].

#### ARTICLE 9: INDEPENDENT CONTRACTOR

The Representative's status under this Agreement is that of an independent contractor and not an agent or employee of The Principal. The Representative is not, without The Principal's written consent, authorized to and shall not incur any expenses on behalf of or for the account of The Principal. The Representative is likewise not authorized to make any warranties or guarantees, orally or in writing, with respect to Product or Services/without the prior consent of The Principal.

#### ARTICLE 10: INDEMNIFICATION

##### I) the Representative Indemnity

The Representative agrees to hold harmless The Principal its parents, directors, employees and associated companies against any and all costs, losses, expenses (including attorney's fees) and liabilities resulting from claims, demands, suits, actions or judgments based, suffered or incurred by any person or persons whatsoever, including corporations and other organizations and entities, which may be caused by or may arise out of or in connection with any act or omission of The Representative or its sub-The Representative employees/agents in the performance of the activities under or related to this Agreement.

##### ii) Disclaimer of Damages

Notwithstanding any other provision herein, in no event shall The Principal, or their parent, directors, employees and any associated companies be liable to The Representative or third parties whether arising under contract, tort (including negligence), strict liability, for loss of anticipated profits, claims of customers, or for any special, incidental, or consequential loss or damage of any nature arising at any time from any cause whatsoever. In connection therewith, The Representative hereby waives any and all right to any award or entitlement to any special, incidental or consequential loss or damage suffered

by The Representative arising from or related to this Agreement, including all rights of The Representative or sub The Representative if any, under any applicable law to receive payment or compensation of any kind as a result of the termination of this Agreement for whatever reason

#### ARTICLE 11: NON-WAIVER

Failure by The Principal to exercise a right, or enforce an obligation of The Representative under this Agreement in any one or more instances shall not be deemed a waiver by The Principal of such right or obligation in any other instance.

#### ARTICLE 12: PROPRIETARY INFORMATION & INTELLECTUAL PROPERTY

##### (I) Confidential Information

It is understood that in the performance of its duties hereunder, The Representative shall be furnished proprietary information of The Principal or its group companies which is of a confidential nature and which may consist of ID, passwords, drawings, designs, business and financial information and other material and data relating to technical and commercial aspects of Product and Services and to The Principal's policies and operations in general. The Representative will treat all such information, whether in written or oral form, as strictly confidential, and will use same only during the term of this Agreement and only for purposes of carrying out its duties as permitted hereunder and will not duplicate or disclose such information to third persons except with the prior consent of The Principal. Upon termination of this Agreement for any reason whatsoever, The Representative agrees that it shall immediately return to The Principal all such information as shall be in writing or other tangible form, including all copies thereof. Notwithstanding the above, The Representative shall have no obligations of confidentiality for such information which:

- (i) is known to the public or trade other than by disclosure of The Representative;
- (ii) is know to The Representative on a non-confidential basis prior to its disclosure by The Principal to The Representative hereunder ; or
- (iii) Becomes available to The Representative on a non-confidential basis from a source that is entitled to disclose the same.

##### (II) Unauthorized Disclosure

The Representative shall avoid any disclosure directly or indirectly, of any aspects of the foregoing proprietary information by The Representative or any of its officers, employees, customers, agents, The Representatives, suppliers or other contractors to any third party which is not authorized under this Agreement, it being no defense that The Representative has exercised due care in hiring, supervising, or contracting with its officers, employees, customers, agents, The Representatives, suppliers and other contractors, as relevant.

The Representative shall keep user Ids/passwords to enter into the system absolutely confidential and not to divulge the same to any other person under any circumstances. Should The Representative come to know of any incident when the secret passwords are misused then the same should be brought to the notice of the principle by the quickest possible communication.

#### ARTICLE 13: TRADEMARKS, LOGOS AND PRODUCT DESIGNS

The Principal trademarks means including but not limited to (whether registered or not), its trade name all, product names marks, logos, designs trade address and other designations or brand or trading style used by The Principal in connection with the Products, the Services or in connection with this agreement.

The Representative is granted no right, title, license or interest in The Principal Trademarks. The Representative acknowledges The Principal rights in The Principal Trademarks and agrees that any and all use of The Principal Trademark by The Representative shall inure to the sole benefit of Principle. The Representative agrees that it shall take no action inconsistent with The Principal ownership of The Principal Trademarks and agrees not to challenge The Principal's right in or attempt to register any of The Principal trademarks, or any other name or mark owned or used or used by The Principal or any mark confusingly similar thereto. If at any time The Representative acquires any rights in, or any

registration or application for, any of The Principal Trademarks by operation of law or otherwise, it will immediately upon request by The Principal and at no expense to The Principal, assign such rights, registrations, or application to The Principal, along with any and all associate goodwill

#### ARTICLE 14: PATENT AND COPYRIGHT INDEMNIFICATION

(i) **Indemnification**

The Principal will defend at its expense any legal proceeding brought against The Representative, to the extent that it is based on a claim that the use of Products or Services is a direct infringement of a copyright and will pay all damages and costs awarded by a court of final appeal attributable to such claim, provided that The Representative (i) provides Notice of the claim promptly to The Principal ; (ii) gives The Principal sole control of the defense and settlement of same ; (iii) provides to The Principal all available information, assistance and authority to defend ; and (iv) has not compromised or settled such proceeding without The Principal's prior written consent.

(i) **Exclusions**

The Principal shall have no liability for any infringement or claim which results from: (i) use of Products in combination with any non - The Principal - provided equipment, software or data; (ii) The Principal's compliance with designs or specifications of The Representative ; or (iii) use of an allegedly infringing version of the Product, if such alleged infringement could be avoided by the use of a different version.

#### ARTICLE 15: DURATION

The term of this Agreement shall be for a period of (3) years from the effective date hereof and may be automatically renewed every year thereafter, in the event neither of the PARTIES notify the other in writing of the former's desire not to renew the term of the agreement at least ninety (90) days before the expiry.

#### ARTICLE 16: TERMINATION

1 This Agreement may be terminated at any time by giving notice in writing to the other party to terminate this Agreement forthwith in any of the following events:

- (i) If either party commits a material breach of any of the terms of conditions of this Agreement and fails to remedy the same within 30 days of being required by the party not in breach so to do;
- (ii) If either party is unable to pay its debts as they fall due or a petition is presented or meeting convened for the purpose of winding such party up or if either party enters into liquidating or bankruptcy whether compulsorily or voluntarily or compounds with its creditors generally or has a receiver appointed of all or any part of its assets or takes or suffers any similar action in consequence of debt ;
- (iii) If either party (being an individual) dies.
- (iv) The closure of The Representative's place of business for five (5) consecutive days and outside the ordinary course of business without prior notification to The Principal.
- (v) Any act of the sub-The Representative which would deemed to be in violation of any of the provision of this Agreement.
- (vi) Any violation of the any provision of the license Agreement.

II Notwithstanding the above, or any thing contained in this agreement, The Principal has a right to terminate this Agreement on three (3) months notice to The Representative without assigning any reason.

#### ARTICLE 17: CONSEQUENCES OF TERMINATION

(i) On the termination of this Agreement The Representative shall promptly return to The Principal all technical pamphlets, documents, data, record relating to the business between The

- Principal and The Representative and the customers which The Representative may have in its possession or control.
- (ii) All accounts owing from The Representative shall thereupon become immediately due and payable to The Principal.
  - (iii) Co-termination of the [license/user Agreement] or other agreements in connection with this Agreement.
  - (iv) The Representative agrees that it shall have no right to damages or indemnification of any nature due to any expiration or termination of this agreement and expressly waives and renounce any claim to compensation.

#### ARTICLE 18: TAXES

Any taxes, any interest and charges levied or imposed directly or indirectly arising out of or in connection with this Agreement is the sole responsibility of The Representative without any right of reimbursement of the same from The Principal.

#### ARTICLE 19: FORCE MAJEURE

Neither party to this Agreement shall be responsible to the other party for any delay in performance or non-performance due to any causes beyond the control of such party (including but not limited to Acts of God, or laws, regulation and other governmental action, but the affected party shall promptly upon the occurrence of any such cause so inform the other party in writing, stating that such cause has delayed or prevented its performance hereunder and thereafter such party shall take all reasonable steps to comply with the terms of this Agreement as fully and promptly as reasonably possible, whereupon the parties shall, as soon as is reasonably possible meet to agree mutually upon the future performed of this Agreement.

#### ARTICLE 20: SURVIVAL OF CERTAIN PROVISIONS

The rights and obligation of the parties under this Agreement which by their nature should continue beyond its expiration, termination or cancellation, including the rights and obligation set in the Articles no 7, 09, 11, 12, 16(ii), 17(iii), 19, 26 shall survive the expiration or termination of the Agreement.

#### ARTICLE 21: SEVERABILITY

If any provision of this Agreement shall be held invalid, illegal or unenforceable under any applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired in any manner.

#### ARTICLE 22: ASSIGNMENTS

This Agreement is not assignable by The Representative without the prior written consent of The Principal.

#### ARTICLE 23: AMENDMENT

This Agreement shall not be amended or modified in any manner unless in writing and executed by the parties hereto.

#### ARTICLE 24: NOTICES

All information regarding The Representative activities which is to be forwarded to The Principal hereunder shall be forwarded as specified below.

All notifications to be sent to any party hereunder shall be in writing in English. Such notices may be made by registered mail, telegram, cable, telex or any other customary means of communication.

#### ARTICLE 25

The Representative shall comply with the requirements of the Annexure attached to and which constitute a part of the Agreement.

ARTICLE 26: COMPLETE AGREEMENT

This Agreement cancels and supersedes any and all prior agreements and writings between The Principal and The Representative and represents the complete agreement between the Parties.

ARTICLE 27: GOVERNING LAW AND SETTLEMENT OF DISPUTES

This Agreement shall be construed and governed by the laws according to ICC rules. Any disputes, controversy or claim arising out of or relating to this Agreement, shall failing amicable settlement be finally settled under the Rules of ICC. The place of arbitration shall be London. The language of the arbitration shall be English.

ANNEXURE II

HAFIZ BROS LTD SERVICE IS PROVIDED ON THE FOLLOWING TERMS AND CONDITIONS:

**Delivery Time:** HAFIZ BROS LTD Money Transfers are usually available immediately for pick up by the Recipient. Some restrictions apply in certain Branches/Countries/Locations.

**Payment:** HAFIZ BROS LTD Money Transfers will normally be paid in cash, local cheque, or a combination thereof, in the name of an individual, subject to availability and the conditions applicable to the selected payment location. It will never be paid in the name of a company, firm or a corporate body.

**Special Services:** TELEPHONE NOTIFICATION to the Recipient that the HAFIZ BROS LTD money transfer is available for pickup is offered in most payment locations.

**Refund:** "HAFIZ BROS LTD" shall refund the Money Transfer fee as well as the Money Transfer amount within thirty (30) business days after receipt of the User's written request to refund same. The refund will equal the amount at the prevailing buy rate on the date of the refund. REFUND OF SERVICE CHARGES will not be made under any circumstances.

**Foreign Exchange:** HAFIZ BROS LTD Money transfers payments will be made in the currency of the destination country. All currencies are converted at HAFIZ BROS LTD rate of exchange in effect at the time of conversion.

IN NO EVENT SHALL HAFIZ BROS LTD BE LIABLE FOR DAMAGES, FOR DELAY, NON DELIVERY, NON PAYMENT OR UNDERPAYMENT OF THIS MONEY TRANSFER, WHETHER CAUSED BY NEGLIGENCE ON THE PART OF ITS EMPLOYEES OR AGENTS OR OTHERWISE, EXCEPT refunding The Principal amount of the Money Transfer, IN NO EVENT WILL HAFIZ BROS LTD BE LIABLE FOR ANY INDIRECT, SPECIAL INCIDENTAL, OR CONSEQUENTIAL, DAMAGES.

OFAC List: The transactions advised by The Principle as blocked by OFAC list, The Representative should send written confirmation to unblock such transactions. The Representative to obtain necessary support documents/details of all OFAC blocked transactions and advice.

"When the service provider accepts a cheque, draft or any other negotiable form of payment from the sender, HAFIZ BROS LTD assumes no obligation to make payment of the MONEY TRANSFER if the form of payment is uncollectible, nor does HAFIZ BROS LTD assume any liability for damages resulting from such non payment of the MONEY TRANSFER by reason of such **non collectibles**".

"All transactions are subject to the regulations of the country of operation of Sending country and recipient country."



**DECLARATION:-**

I hereby declare that we have received the Anti Money Laundering and Combating Terrorist Financing Policy And Procedure of Hafiz Bros Ltd.

Also we confirm that we have undertaken the training of our staff in this regard.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives.

Signed for and on behalf of <b>HAFIZ BROS TRAVEL &amp; MONEY TRANSFER LIMITED</b>	Signed for and on behalf of
Date:-  Signature:   Name:  Designation: Operations Head - UK	Date:-  Signature:   Name:  Designation: Operations Head - UK
<b>Witness 1:-</b>  Date:-  Signature:   Name:  Designation:	<b>Witness 2:-</b>  Date:-  Signature:   Name:  Designation: