

Business Wallet Form



APPLICANT'S PARTICULARS

Company Name (Insert FULL legal name exactly as it appears in the Constitutional Documents):

Country of Incorporation: _____ Date of Incorporation: ____/____/____

Domicile Country: _____

Tax Registration No.: _____ Company Registration No.: _____

Stock Exchange Name (If listed): _____

Physical Address: _____

Email: _____

Telephone: _____ Website: _____

Mailing Address: _____

CONTACT PERSON DETAILS

Contact Person: _____ Designation: _____ Mobile: _____

Telephone: _____ Email: _____

Contact Person: _____ Designation: _____ Mobile: _____

Telephone: _____ Email: _____

TYPE OF COMPANY

- | | | | |
|---|--|---|---|
| <input type="checkbox"/> Private Limited Company | <input type="checkbox"/> Partnership | <input type="checkbox"/> Foundation/NGO | <input type="checkbox"/> Trust |
| <input type="checkbox"/> Non Resident / Representative Office | <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Pension Fund | <input type="checkbox"/> School / Charity |
| <input type="checkbox"/> Society / Association / Club | <input type="checkbox"/> Embassy | <input type="checkbox"/> Private Business Corporation | <input type="checkbox"/> Public Limited Company |
| <input type="checkbox"/> Other: _____ | | | |

BUSINESS ACTIVITIES

- | | | | |
|--|---------------------------------------|--|-------------------------------------|
| <input type="checkbox"/> Manufacturing | <input type="checkbox"/> Financial | <input type="checkbox"/> Export / Import | <input type="checkbox"/> Services |
| <input type="checkbox"/> Trading | <input type="checkbox"/> Retailing | <input type="checkbox"/> Consultant | <input type="checkbox"/> Wholesaler |
| <input type="checkbox"/> Commission Agents | <input type="checkbox"/> Other: _____ | | |

PROPRIETORS, PARTNERS OR DIRECTORS DETAILS

Name	Designation

BANK DETAILS

Bank: _____ Account Number: _____
 Branch: _____

FINANCIAL DECLARATION

Annual Sales Amount (USD): _____ Net Profit (USD): _____

Transaction type	Anticipated No. of Transactions per month	Anticipated Total Amount (USD) per month
Deposits	<input type="checkbox"/> 0 - 10 <input type="checkbox"/> 11 - 50 <input type="checkbox"/> > 50	<input type="checkbox"/> < 500 <input type="checkbox"/> 500 - 999 <input type="checkbox"/> >= 1,000
Withdrawals	<input type="checkbox"/> 0 - 10 <input type="checkbox"/> 11 - 50 <input type="checkbox"/> > 50	<input type="checkbox"/> < 500 <input type="checkbox"/> 500 - 999 <input type="checkbox"/> >= 1,000

Reasons and Purpose for Opening a GetCash Wallet:

- Bill Payments Merchant Services Agency Services
 Disbursements Payroll Other: _____

WALLET STATEMENT

Account statement to be sent monthly and commencing date to be arranged by GetCash, unless specified below:

Frequency Daily Weekly Monthly Quarterly Other: _____
Channel Web Mail Other: _____

DECLARATION

We apply to open the above Wallet(s) with GetCash. We represent that the information provided by us in this form and in any other document(s) provided by us to GetCash is true, accurate and complete. We acknowledge that GetCash may decline our application without providing any reason in which event no contractual relationship will arise between GetCash and us. We further acknowledge that we have received, read and understood GetCash's prevailing Terms and Conditions and agree to be bound by them in connection with all Wallets opened by us with GetCash. We further agree to be bound by any additional terms and conditions governing any facilities, products and/or services offered by GetCash as we may apply for and/or utilise from time to time.

 Approving Signatory

 Approving Signatory

Name: _____

Name: _____

Designation: _____ Date: _____

Designation: _____ Date: _____



SIGNING ARRANGEMENTS FOR BUSINESS WALLETS

Dear Sir/Madam,

This serves to confirm the signing arrangements for our organisation as follows:

Full Name of organisation: _____

All documents to be signed by: (Please specify , e.g. 'any two signatories')

Full Name	Designation	Specimen Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

We authorize you to transfer funds into the following bank account upon request from us:

Account Name: _____

Bank: _____

Branch Name and Code: _____

Account Number: _____

Signed at _____ this _____ day of _____ 20 _____

AUTHORISED SIGNATORY

AUTHORISED SIGNATORY

TITLE

TITLE

REQUIREMENTS

Sole Trader Requirements:

- 1. Passport size picture
- 2. Copy of ID
- 3. Proof of residence
- 4. Business licence

Company Requirements:

- 1. Certificate of Incorporation
- 2. Memorandum and Articles of Association
- 3. Passport Size Photos For Directors
- 4. Copies of IDs for Directors
- 5. Proof of Residence for Directors
- 6. Business Licence
- 7. Tax Clearance

TERMS & CONDITIONS

1. APPOINTMENT

1.1. GetCash hereby appoints the Business Wallet Holder as immediately and in any independent provider, on a non-exclusive basis, of the event within five (5) calendar days of the occurrence of Business Wallet Holder Services for the Agreement Period such event or circumstance. and the Business Wallet Holder hereby accepts such 3.16. The Business Wallet Holder shall obtain and appointment on a non-exclusive basis and agrees to provide maintain all applicable licenses and permits required to the Business Wallet Holder Services in accordance with the conduct its business. terms of this Agreement and to perform such other acts, 3.17. The Business Wallet Holder shall not be entitled functions and services as it is specifically required to do to assign this agreement to any other person without pursuant to the terms of this Agreement. the prior written consent of GetCash.

1.2. It is hereby agreed and declared that no agency 3.18. The Business Wallet Holder shall not be entitled relationship exists between the Parties and the Business to appoint sub-Business Wallet Holders for the Wallet Holder, undertakes that it shall not hold out as being provision of the Business Wallet Holder Services GetCash's Business Wallet Holder in any way or for any without GetCash's prior written consent.

1.3. Each Party shall at all times, comply with all applicable laws and regulations.

2. SCOPE OF SERVICES

2.1.1. Use its best endeavours to register new Getcash personal wallet holders;

2.1.2. Facilitate and undertake Cash-in Transactions and Cash-out Transactions for Personal Wallet holders;

2.1.3. To accept payments for services and goods from Getcash Personal Wallet holders and Business Wallet holders

2.1.4. Perform disbursements to Getcash Personal Wallet holders

2.1.5. Perform such other services and functions ancillary to the above in connection with Getcash services as may be specified by Getcash from time to time.

3. RIGHTS & OBLIGATIONS

3.1. The Business Wallet Holder agrees to comply in all respects and at all times with its obligations as set out in this Agreement and to follow all procedures laid down herein.

3.2. The Business Wallet Holder shall forthwith upon execution of this Agreement, if not already done prior to such execution request equipment and Personal Wallet forms, operating manuals and deposit slips from GetCash to facilitate its role as Business Wallet Holder.

3.3. Register with GetCash as a Customer and open a GetCash account in its name (the "Business Wallet Holder's GetCash Account") by completing, signing and submitting a Registration Form.

3.4. In execution of its mandate the Business Wallet Holder shall ensure all its customers complete Personal Wallet Forms.

3.5. Ensure that the customer Personal Wallet Forms are completed accurately and signed by the Customer;

3.6. Ensure that all Supporting Documents submitted are complete;

3.7. Ensure that the details contained in each Personal Wallet Form are verified against the Supporting Documents;

3.8. Ensure that copies of all Supporting Documents are verified against and conform to the originals thereof;

3.9. Satisfy himself as to the identity of the Customer;

3.10. Upon receipt of a Customer's Personal Wallet Form duly completed together with all Supporting Documents, the Business Wallet Holder will activate a GetCash account in the name of the Customer, using the equipment supplied by GetCash.

3.11. Upon activation of the account the Business Wallet Holder will request the customer to make the initial cash in form. deposit. On receipt of the cash in deposit, the Business Wallet Holder will issue out a receipt confirming the transaction.

3.12. The Business Wallet Holder shall only use the GetCash trademarks for the purposes of promoting the GetCash services and for providing the Business Wallet Holder Services during the Agreement period and for no other purpose whatsoever.

3.13. The Business Wallet Holder shall only provide the Business Wallet Holder services at the agreed outlet within given transaction limits placed on such outlet and may not as a result of any negligent or wrongful use of the transact from any other outlet(s) unless so authorised by GetCash.

3.14. The Business Wallet Holder shall at all times comply with the terms of this agreement as updated from time to time.

3.15. The Business Wallet Holder shall notify GetCash of any event or circumstance that may have a material adverse effect on the Business Wallet Holder's business and its

ability to perform its obligations hereunder 3.17. The Business Wallet Holder shall not be entitled to assign this agreement to any other person without the prior written consent of GetCash.

3.18. The Business Wallet Holder shall not be entitled to appoint sub-Business Wallet Holders for the Business Wallet Holder Services

3.19. The Business Wallet Holder shall not be entitled to assign this agreement to any other person without the prior written consent of GetCash.

4. FEES & COMMISSIONS

4.1. In consideration of the Business Wallet Holder providing the Business Wallet Holder Services, GetCash will pay the Business Wallet Holder a commission for every GetCash transaction concluded by the Business Wallet Holder on the GetCash Platform.

4.2. GetCash will prescribe from time to time, the commission payable to the Business Wallet Holder.

4.3. The Business Wallet Holder will be responsible for any deductions or tax required to be paid by law on the Commission received and GetCash will withhold such taxes as required.

4.4. GetCash shall charge the Customer Cash-in Fees and Cash-out Fees, as recommended from time to time by GetCash.

4.5. Commission payable to the Business Wallet Holder will accrue on the last day of every month and will be payable within seven (7) days of accrual.

4.6. No warranties or representations are made by GetCash with respect to potential revenues that may be earned by the Business Wallet Holder from the provision of the Business Wallet Holder Services or otherwise in connection with the GetCash service and no reliance should be placed on any statements or projections provided, whether in writing or verbally, in this regard.

5. CONFIDENTIALITY

5.1. The Business Wallet Holder shall treat as confidential all information relating to GetCash relationship.

5.2. Each Party agrees to keep the Confidential Information confidential and agrees that it shall not without the prior written consent of the owner of the Confidential Information, disclose such Confidential Information either directly or by its representatives, employees and/or Business Wallet Holders, to any person or in any manner whatsoever, in whole or in part.

5.3. The Parties agree that the Confidential Information shall so remain until such information becomes part of public domain through no fault or breach of this Agreement.

6. RECORD KEEPING

6.1. The Business Wallet Holder shall keep proper records in relation to the provision of Business Wallet Holder services including the registration particulars of each Applicant to be recorded in a suitable format and shall include the details contained in the registration

6.2. The particulars of all Transactions undertaken by the Business Wallet Holder are to be recorded in a suitable format.

7. SECURITY MANAGEMENT

7.1. The Business Wallet Holder is responsible for the safekeeping and proper use of the equipment supplied under this agreement. The Business Wallet Holder shall indemnify and keep GetCash indemnified against any and all actions, claims, demands, damages, liability, costs and expenses whatsoever and howsoever arising as a result of any negligent or wrongful use of the equipment.

7.2. The Business Wallet Holder must not use the equipment to commit any offence under any applicable law.

8. PROMOTIONAL MATERIAL AND INTELLECTUAL PROPERTY

8.1. GetCash shall provide the Business Wallet Holder with branding and advertising material at a set cost.

8.2. The Business Wallet Holder shall erect, display and use all such branding and advertising material in such manner as GetCash requires.

8.3. The Business Wallet Holder agrees that all goodwill accruing to any of the GetCash trademarks & trade names by virtue of the use thereof by the Business Wallet Holder in accordance with this Agreement shall accrue to GetCash and that the Business Wallet Holder acquires no rights in any of the GetCash trademarks & trade Names or other intellectual property of GetCash.

8.4. The Business Wallet Holder shall promptly notify GetCash of any actual, threatened or suspected infringement or improper or wrongful use of any GetCash trademarks & trade Names or other intellectual property rights belonging to GetCash which comes to the Business Wallet Holder's attention or notice.

9. LIMITATION OF LIABILITY

The Business Wallet Holder shall not be liable whatsoever for any loss or damage that is occasioned to GetCash under the following circumstances:

(i) Where loss or damage is caused by the following risks: (a) War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

10. INDEMNITY

The Parties shall indemnify each other, and keep each other indemnified, from and against all loss, damage or liability suffered and all costs and expenses incurred by either party as a result of any breach of this Agreement by the party including any breaches caused by any act, neglect or default of the party's employees, or as a result of any third party claim in respect of any matter arising from the party's conduct, provided that the liability has not been incurred directly through any default by the party in relation to its obligations under this Agreement.

11. AMENDMENT

GetCash may amend the terms of this agreement from time to time, as it deems necessary, without notice to the Business Wallet Holder.

12. TERMINATION

12.1. This Agreement shall, endure until the expiry of the Agreement period.

12.2. Either party may terminate this Agreement forthwith without notice in the event that the other party is declared or acknowledges that it is insolvent or otherwise unable to pay its debts as they become due or upon the filing of any proceeding (whether voluntary or involuntary) for bankruptcy, insolvency, winding-up or other relief from creditors on the part of the other party; or

12.3. Forthwith without notice if any applicable regulatory or law enforcement authority initiates a regulatory or enforcement action or investigation against the other party which, in the reasonable judgment of the other party will materially impair the operation of the other party's Services or the business reputation of the other party;

12.4. Forthwith without notice in the event that either party is not satisfied, in its sole discretion, with any of the other party's policies, procedures, or internal controls (including anti-money laundering measures and compliance with anti-money laundering or anti-terrorist financing laws) or with the other party's adherence thereto.

13. FAILURE OR MALFUNCTION OF EQUIPMENT

GetCash is not responsible for any loss arising from any failure, malfunction, or delay of or in any mobile network, equipment, the internet or terminals or any supporting or shared networks, resulting from circumstances beyond GetCash's reasonable control.

14. DURATION

This Agreement shall subsist for a period of two (2) years and shall be automatically renewable within seven (7) days of expiry.

15. JURISDICTION AND ARBITRATION

15.1. This Agreement is governed by the laws of the Republic of Zimbabwe.

15.2. Any dispute arising out of or in connection with this Agreement shall be referred to arbitration terms of the Arbitration Act [Chapter7:15].

15.3. The Parties agree to submit to the jurisdiction of the Magistrates Court in relation to any dispute.