

# Women Mobile Financial Services Agent Recruitment Manual

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## Contents

Preface: About This Manual.....	1
Introduction: Why Acquire Women Agents?.....	2
Interacting with Potential Women Agents.....	2
Tools to Use for Agent Selection .....	5
Preliminary Assessment Tool.....	5
Quantitative Agent Selection Tool .....	7
Qualitative Agent Selection Tool.....	8
Business-Related Questions .....	8
Infrastructure-Related Questions .....	10
Ability-Related Questions.....	11
Soft Skills-Related Aspects.....	12
Steps of the Agent Selection Process .....	13
Agent Selection .....	13
Documentation Requirements .....	14
Review by Head Office Staff.....	15
Prehiring Considerations .....	15
Training .....	16
Rollout.....	16
Role of Key Staff during Agent Selection .....	17
Recruitment Team .....	17
Distribution Team.....	17
Mobile Financial Services Head Office.....	17
Training Department .....	18
Branding Department .....	18
Appendixes .....	19
Appendix A: The Service Agent Manual .....	37
Appendix B: Commissions and Tariffs.....	38
Appendix C: Transaction Limitations and Float Balances.....	39
Appendix D: Outlets .....	40
Appendix E: Registration Information.....	41

## Preface: About This Manual

This women agent recruitment manual is intended for mobile financial services (MFS) providers. It is primarily targeted, but not limited, to any MFS providers' departments that recruit MFS agents. This manual elucidates key points for MFS providers to consider as they recruit women MFS agents.

The sole purpose of this manual is to guide MFS providers in recruiting women MFS agents. The manual is generic for broader applicability; however, MFS providers may customize it to fit their business needs and requirements.

## Introduction: Why Acquire Women Agents?

In most regions of Bangladesh, men and women typically live gender-segregated lives outside their family homes (women typically have limited interaction with other males), making it more difficult for women to access financial products and services from male agents. Research conducted by the World Bank Group suggests that women customers are more comfortable dealing with women mobile financial services (MFS) agents.

MFS focuses heavily on customer service and relies on excellent customer relations. For example, MFS agents must explain different product options to consumers, build relationships with regular customers, and engage in a friendly manner with casual shoppers. Women are perceived as more patient and therefore more willing to take the time to explain a complex product. They also are seen as being better at selling products and services to both men and women in most markets.

Furthermore, often women are highly trusted members of their respective communities. Therefore, providers who are trying to gain entry to a new geographical area or market segment can use women agents effectively to communicate their brand message as well as the product's benefits. Thus, MFS providers must take advantage of these inherent qualities of women that not only create an enabling environment for MFS usage, but also have a positive effect on the providers' business. MFS providers should therefore consider including women agents in their MFS distribution channel.

## Interacting with Potential Women Agents

Because of Bangladesh's sociocultural environment, it is not unusual for women to face many obstacles to their development in terms of social access and access to education and financial services. At their homes, often women's mobility is limited and their decision-making power is restricted. However, there are also a number of women entrepreneurs (mainly adult women) who are engaged in income-generating activities.

## Women and Mobile Financial Services

To reach scale and impact in their operations, Mobile Financial Services (MFS) providers cannot ignore women, who make up half of their potential customer base. However, penetration of services within this group remains low and many barriers prevent women from adopting and using these services. Some barriers are low levels of literacy and limited understanding around MFS products other than sending money. Providers can use a number of tactics to overcome these gender-specific barriers, particularly changing their approaches to marketing and distribution. These include **product offerings** tailored to the unique financial needs of women; updated **marketing campaigns** that women can relate to; and most importantly, **hiring quality female agents** who help build women's confidence in MFS and turn them into loyal customers.

MFS providers' staff should take these sociocultural barriers into account when they interact with potential women agents. Staff who are responsible for agent sourcing and recruitment must be sensitized to three key points:

**Respect.** All interactions with potential women agents must be conducted with the utmost respect. Appropriate language must be used while speaking to potential women agents, with a special emphasis on addressing the potential agent correctly, in a manner befitting her age and social status. Physical contact must be avoided or should conform to the local community's socially accepted behavior, and only after the potential woman agent initiates such contact. It is exceedingly important not to encroach upon the candidate's personal space when initiating discussions with her.

**Professionalism.** The initial conversation should avoid personal topics, focusing only on aspects related to the agency business, such as current business details and the MFS business pitch. In so doing, the MFS staff maintains the company's sterling reputation, with no risk of compromising it. Gradually, with increased familiarity, conversations and discussions may become more personal in nature, but should conform to accepted standards of propriety.

**Family members' role.** Recruitment staff must understand that male family members are important stakeholders in a woman's decision to become an agent. The recruitment staff should make every effort to meet male family members to assess the levels of support that will be provided to the women agent. The recruitment staff must be prepared to explain the business case, time requirements, financial requirements, and business pitch to male family members, as well.

### Points to Note

- Address all potential women agents as **“Madam,” “Apu,” or “Apa.”** This may be used with or without the surname.
- Maintain a level of professionalism. Casual behavior may be misinterpreted as a lack of respect.
- **Impact and not intent** is the key factor in determining whether a behaviour is inappropriate or not.
- Handle initial sourcing at the potential agent's place of business. If sourcing occurs at the potential agent's residence, ensure that a male family member is present.

## What is Sexual Harassment?

Sexual harassment is an unwelcome sexual advance, unwelcome request for sexual favors or other conduct of a sexual nature. To elaborate, this includes:

Any unsolicited sexual advance including, but not limited to, physical contact or advances, requests or demand for sexual favors, either explicitly or by implication, in return for employment, examination or evaluation of a person towards any organizational activity. It includes any behavior involving with sexual undertones such as verbal, non-verbal or physical conduct. Sexually colored or suggestive remarks, jokes, letters, phone calls, SMS or emails, gestures, showing of pornography, lewd stares, physical contact or molestation or stalking can offend the individual's sensibilities and affect his or her performance at the workplace.

Any conduct of a sexual nature that makes the agent or associated staff uncomfortable has the potential to be within the ambit of sexual harassment, including:

- Visual conduct: Leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons or posters, electronic display or dissemination of such material.
- Verbal conduct: Making or using derogatory comments, epithets, slurs jokes, innuendos and taunts, that are of sexual nature.
- Verbal abuse of a sexual nature, verbal commentaries about a person's body, sexually degrading words used to describe a person, suggestive or obscene letters, notes or invitations.
- Physical conduct: Touching, assault, impeding, blocking movements or physical confinement against one's will and likely to intrude upon the individual's privacy.
- Unsolicited sexual advances or propositions.
- Affecting/ Offering to affect employment status in exchange for sexual favors by:
  - i. implied or explicit promise of preferential treatment in their employment;
  - ii. implied or explicit threat of detrimental treatment in their employment;
  - iii. implied or explicit threat about their present or future employment status
- Unwanted or unwelcome presence in an area of occupation by staff or encroachment upon privacy.
- Making or threatening reprisals after a negative response to sexual advances.
- Humiliating treatment likely to affect the health and/or safety of an aggrieved person.

## Tools to Use for Agent Selection

The recruitment staff can use three tools while recruiting women agents:

1. A *preliminary assessment tool*, which captures rudimentary make-or-break questions for women agent selection. All the responses for this tool must be affirmative for the staff to move to the next stage.
2. A *quantitative agent selection tool*, which captures core questions while selecting agents.
3. A *qualitative agent selection tool*, which captures qualitative information about the prospective agent.

### Preliminary Assessment Tool

This tool helps recruitment staff judge the prospective agents on key criteria. This assessment tool consists of 10 criteria that the potential agent must fulfill to be considered for further assessment. If even one of the criteria is not met, the application is rejected. Field staff will use this preliminary assessment tool to select or reject agents in the initial round. The agents who clear this round will advance to the next round of selection—quantitative agent assessment. Recruitment staff simply have to select a “yes” or “no” option against each of the criteria. The recommendation for rejection or further assessment is displayed at the bottom of the sheet. The factors highlighted in this tool are:

#### Deal breakers

#### Rationale

1 Is not an owner or associated with any business

A potential agent must be operating an existing business or associated with a business. This is essential for a prospective agent to understand the financial nuances of running a business. The potential agent also could have been associated with key aspects of a business, such as being involved with inventory, bookkeeping, managing suppliers, managing the cash till, or other aspects of the business for either herself or a family member—or as an employee in another business venture.

2 Not enough space at the agency outlet to transact

It is important for the agent to have sufficient space to accommodate enough customers. There should be enough space for the customers to wait and transact, so that they are comfortable and the agent can provide service comfortably.

3 Unwilling to invest time, money, and resources in the agency business

It is crucial to have agents who can invest both time and money for the deployment. A potential agent who is reluctant to take on this endeavour might not be the right candidate.

4 Has defaulted on loans taken from financial institutions

This displays lack of financial capability and/or willingness to repay. This would be a red flag for financial institutions offering credit. This also would indicate that the potential agent is in a poor financial situation, which raises issues of business continuity. It must be noted that as per the guidelines on agent banking issued by Bangladesh Bank, loan defaulters cannot become MFS agents.

## Deal breakers

## Rationale

5	Prior instances of fraud or convictions	This would lead to customer mistrust and affect the MFS provider's reputation.
6	Serious security issues in the locality in which the potential agent serves	This would directly impact customer walk-ins and business potential. A negative reputation would likely occur if any security risks materialize.
7	Very strong family resistance	This would hamper conducting the business long term. Family support is essential—not only financially, but also socially, especially for woman agents.
8	Local references are not positive	The person has a negative reputation in the locality.
9	No mobile access	Does not own a mobile phone.
10	Is illiterate	The person cannot read or write.

If the recruitment staff receives even one unfavorable response for any of the aforementioned points, the respondent should not be considered for the next steps.

### Points to Note

- Follow the listed criteria based on the **discretion of the field staff**. They are not set in stone, but provide a handy guide to sourcing women agents. These criteria should be used in conjunction with the agent selection tool, which will be explained in the next section.
- If any of the deal breakers are red-flagged, immediately stop sourcing to the particular agent. **These deal breakers are not negotiable.**
- Due diligence must be conducted by the recruitment staff, which should include a **detailed reference check** of the prospective agent.



## Quantitative Agent Selection Tool

The quantitative agent selection tool provides a useful mechanism for recruiting teams of MFS providers to screen and select potential MFS agents. Based on a simple Excel-based modeling, the tool can be used to understand the suitability of potential agents. The various parameters chosen reflect the likelihood that an agent who scored well on these factors would have a better chance of success and sustainability when it comes to the MFS agency business. The tool consists of two sheets:

The first is the main data entry sheet. This sheet will be used by the field staff responsible for the final agent selection. The recruitment staff need to choose the relevant option in the “Response” column. The associated scores for every response is displayed automatically.

After entering the data, the tool will recommend or reject the agent for hire with an actionable recommendation. The highest score that an agent can receive is 100. Based on the score calculated after all the fields are entered, there are five possible recommendations, as listed in the table below:

Score no.	Overall score	Recommendation
1	91–100	Select and proceed for hiring
2	71–90	Take approval from the field team leader
3	61–70	Take approval from the department head
4	40–60	Requires more analysis before selection
5	< 39	Not recommended for selection

The second sheet is the parameter scoring sheet. The scoring of various parameters and their associated values are referenced from this sheet to calculate the final agent scores. The head of the recruitment team may change the scores associated with every option in this sheet based on business requirements. It is recommended, however, that editing privileges to this sheet be restricted.

The recruitment field staff uses this tool to conduct an assessment of the detailed agent selection criteria with multiple options. The staff may carry physical copies of this sheet or download the Excel-based tool on a tablet to record the entries in real time. If the staff uses a physical copy, the input from the agent will be recorded on the physical copy and the data must be entered in the system, preferably on the same day at the staff’s office. In this case, the head of the recruitment team needs to ensure that the physical data recording is entered in the system with due diligence without any time delay. If the staff is using a tablet to record the entries, the head of the recruitment team will need to collect the data from all the staff and transfer it into a secure system with a backup, to avoid data loss. This also requires system due diligence, without any delay in data transfer.

Once the data input has been collected and entered into the Excel-based system, the head of recruitment will monitor and evaluate the scoring sheet for each potential agent. This person will also be responsible for maintaining such records for future reference. However, the final decision on hiring will be decided after going through the responses of the qualitative agent selection tool.

## Qualitative Agent Selection Tool

The qualitative tool is a descriptive tool that the recruitment staff uses to make key points on the criteria for women agent selection.

The tool has a few questions for each of the criteria. The recruitment staff should add their respective notes on each of the questions. Selecting the right agents is critical to the success of any MFS initiative, especially during the introductory period, because an innovative concept (such as women agents) seeks acceptance in its target market. The probe areas mentioned below will determine whether the selected agent will be sustainable. This qualitative tool will cover four broad areas:

### Business-Related Questions

#### Nature of existing business

Existing businesses that are run by women make excellent choices to become agents, as they are well-aware of existing cultural and economic challenges while operating a business; besides, they are also experienced in managing cash. It is of utmost importance to assess the nature of the existing business, to have a greater chance of recruiting a successful agent. Recruitment staff must keep in mind these important points:

- The business owner should be in a good position to influence customer adoption. In this regard, establishments such as pharmacies, tailor shops, local groceries, mobile or computer accessories shops, and talk-time recharge points make excellent choices, because they are held in high esteem among the local population.
- The outlet should have a good customer footfall—and hence, businesses such as retailers of mobile network operators (MNOs) are good choices.
- Preferably, the prospective agent should run a stationary business or is willing to work out of a stationary location.

In case the prospective agent has not been running a business establishment, recruitment staff must ensure that she has been associated with a business enterprise and displays the requisite skills to run an MFS agency. The recruitment staff may seek answers to the following questions from the prospective agent:

- What is the income earned and revenue per month in the existing business?
- What is the daily customer footfall?
- Who are the different stakeholders she connects with in her existing business?
- How much cash as working capital does she manage in her daily business?
- How does she manage the liquidity and mode of cash management?

The recruitment staff will also need to observe certain aspects while meeting prospective agents, such as the type of business, women customer footfall, and the ambience of the existing business.

## Business acumen

Because an MFS agent's sustainability is derived primarily from the agent's disposition toward the business, it is extremely important for recruitment staff to assess the business acumen of potential agents. An understanding of how the potential agent runs the current business—or for a first-time business owner, their attitude toward hypothetical situations—provides evidence as to how the agent will approach the business. Recruitment staff should assess the following:

- What are the different business issues that the agent is likely to face in daily operations?
- How will the agent solve technical challenges on her end?
- If the agent makes an incorrect transaction, is she mindful of the implications of the choice for all the affected parties?
- What will the agent do, in case she is low on cash and e-money?
- Is the agent flexible and willing enough to update or change in case there are some products or technical changes in the future?
- How much cash does she manage?

Recruitment staff must use their experience and judgment while making a decision to acquire a particular agent.

## Status of existing business operations

The various operational details of the existing business will provide insights on how the agent will run the MFS agency. The recruitment staff may ask the following queries to assess the same:

- What are the operating hours of the existing business? This means careful consideration of the hours of operations, opening time and closing time of the business, and any breaks in between (during which the business remains closed).
- What are the operating hours of nearby banks (for rebalancing)?
- What are the operating hours of other establishments in the area?
- Does the agent have any support staff in her existing business?
- Is the current business a cash-only business (or also credit-based)?
- What is the average footfall per day?

At times, the potential women agent may not be responsible for the decisions made regarding business operations. In such cases, recruitment staff must solicit the opinion of the person in charge of the business, who may be male or female. The staff must clearly explain that the person in charge (who legally represents the agency) will be female and she should operate it. Otherwise, the agency license might be revoked.

## Existing customer base's composition

The recruitment staff must pay special attention to the types of customers currently serviced by the potential agent, and whether this customer segment matches the MFS provider's target segment. For providers, targeting the wrong customer segment can be detrimental. It can lead to a futile marketing

effort, higher operational costs, handling customer service calls, and responding to customer complaints. At the agent level, a match between existing customer segments and the proposed customer segments for MFS can pay off in terms of higher customer-acquisition rates, larger transaction numbers and volumes, and increased profits. The recruitment staff should select agents who are comfortable dealing with customers at the lower end of the economic strata.

## Infrastructure-Related Questions

### Existing infrastructure and premises

MFS transactions benefit from a safe, secure environment, just like any other banking service. This means that customers will need to be able to transact securely and safely in a pleasant environment that has the security to handle a particular volume of cash. Through site visits, the recruitment staff must assess the following points:

- Whether the available infrastructure is suitable for MFS transactions in terms of safety, look, feel, and security for customers?
- Whether the premises are large enough to accommodate customers in a queue, and transact within the agent's existing business?

The recruitment staff may observe aspects such as space availability in premises, safety for the agent and her customers, and scrutiny regarding whether the business premises are located in or near a marketplace, rather than being in a secluded area. Because women may be more susceptible to security risks, recruitment staff must put special emphasis on the premises' security.

### Existing business location

The agent outlet should be located in an area that is close to the target market. As a general trend, outlets in market areas tend to perform better because of higher customer footfall. Recruitment staff must assess whether the proposed agent's outlet is easily accessible to customers. Prime locations in areas with footfall such as commercial complexes or market complexes should be given priority. Special consideration must be given to the fact that these locations must be accessible to women, too. MFS providers can also look at outlets that are closer to the middle-low income category of customers.

### Proposed location's security

Because the MFS agency business involves holding moderate to large amounts of cash, potential agents should be cognizant of the security risks involved. The recruitment staff may ask the following queries to assess the same:

- Does the agent have ready access to the authorities or a police station in case of robbery or theft?
- What are the potential security measures the agent is willing to take to curb the risk of theft or robbery?

- Does the agent have the capacity to involve a male family member or recruit male staff to manage the cash?

The MFS staff needs to see that the proposed agent location is in a public place. It is also important to convey to potential agents that implementing security improvements in their agency operations could require an increase in working capital.

## Ability-Related Questions

### Capacity

Ideal agents are mobile-savvy and multitask easily. When assessing a potential agent, recruitment staff must understand whether the agent will be able to use the appropriate technology to acquire customers, conduct transactions, and handle customer issues. The agent should be nimble with the use of a mobile phone, especially with features apart from calling—such as text messaging or Unstructured Supplementary Service Data (USSD). This will ensure that the agent can start operations with minimal training. It will also be important for the agent to slowly graduate toward nonexclusivity (working for many providers). The ability to work with different providers—and at times using different technologies—can be assessed while conversing with the potential agent. The recruitment staff may test the prospective agent on mobile transactions by asking about her familiarity with different MFS use cases.

### Ability to invest in liquidity

The potential agent must have the capacity to make investments in liquidity for the MFS agency. Recruitment staff must note that this investment may also come from male family members; so it is important to assess the availability of funds for investments by speaking with these family members. The staff must assess the level of confidence that male family members show for the potential woman agent's abilities.

Adequate liquidity will enable cash-out transactions whenever MFS customers require it. The size and frequency of expected withdrawals will significantly influence the liquidity requirement. The recruitment staff should keep in mind the agent's geographical location when gauging the liquidity requirements. For existing business owners, business turnover (or asset size) can be a good indicator of whether the agent will be able to invest the required sums. Recruitment staff must also get a sense of a tentative amount of investment that the agent can make in liquidity. They must also assess the rebalancing aspect of the prospective agent; whether she would want liquidity support at her doorstep, she is willing to go to a distributor, or she can make use of her existing network for managing liquidity. The recruitment staff can indicate a ballpark liquidity that the woman agent will have to maintain if she has to run an agency business.

## Soft Skills-Related Aspects

### Attitude toward customers

When it comes to customer care, attitude will always win over aptitude. When recruiting potential agents, recruitment staff must be sure to note a positive outlook, a pleasant disposition, and a willingness to go the extra mile. It is much easier to enhance the agent's technical skills than modify undesirable behavior. Recruitment staff must assess whether the agent will be able to excel at customer care and will be able to serve and express genuine empathy when conversing with upset customers. Noting the agent's current handling of customer queries or complaints will provide a fair idea toward how the agent may handle customers later. In general discussions with the potential woman agent, the recruitment staff must assess the various signals that indicate that the agent will excel in interpersonal communications.

### Status in local community

The recruitment staff must assess the potential agent's reputation in the local community. This must be done by interacting with her current business suppliers and field staff, neighboring shop owners, and local opinion leaders, among others. These reference checks ensure that the recruitment staff get a well-rounded opinion about the agent's reputation. It also is important to solicit reference checks from friends and household neighbors. This helps the recruitment staff understand how the potential agent is perceived by both men and women in the local community.

### Education level

Agents' education levels are important, because the agency business requires them to be able to acquire customers, conduct transactions, receive communication in the written form, and explain products and services to their customers. Ideally, a mobile money agent should be educated up to a higher secondary or graduate level, with good numeracy skills and the ability to converse in a professional manner. If the recruitment staff feels that a stringent education requirement is impeding efforts to source women agents, the qualification criteria may be relaxed to a secondary level of education. However, the potential agents must show the ability to understand the business and run the agent outlet.

### Family support

Recruitment staff must assess whether the potential woman agent has the support of her family members—especially male members such as husbands, brothers, fathers, or uncles. This requires a formal meeting with such relatives. With the prevailing sociocultural environment in Bangladesh, this becomes a critical determinant of whether the woman agent will have the requisite support to handle the business, which will determine long-term sustainability as well as day-to-day operations in terms of liquidity and security. The agent-recruitment forms can also include the signatures of male family members of the prospective woman agent.

## Future development potential

Recruitment staff also must assess whether the agent would be open to expanding, adding other product or service lines, and diversifying into other businesses at a later stage. This would be essential if the provider plans to leverage the agent network for other initiatives, without having to set up a separate distribution channel. The staff will have to assess the potential agent's willingness, potential, and capability for future development. The staff must seek to understand whether the agent (if married, or married and childless) will be able to continue the MFS business after marriage or childbirth.

## Steps of the Agent Selection Process

While every MFS provider has its own guidelines and processes pertaining to agent selection, there are a few key steps that need to be followed by staff when it comes to dealing with women agents. These steps are outlined as follows, so that MFS providers can refer to them and adapt their existing processes.



## Agent Selection

The recruitment staff in the field (for the MFS agency business) is in charge of soliciting inquiries from potential agents and also identifying potential recruits. Because women in Bangladesh may not reach out to the provider to enter this line of work, it is imperative that the field staff actively scout for potential agents and engage them to take up the agency business.

The field staff makes a preliminary assessment of every candidate, to judge their suitability using the assessment guidelines as laid out in the preliminary assessment tool.

If the potential agent successfully clears the preliminary assessment, the score-based evaluation is conducted based on the responses from the candidate using the quantitative agent selection tool. The recruitment staff will need to choose the relevant option in the “Response” column for each of these aspects. The associated scores for every response is displayed automatically.

Based on data entry, the tool will recommend or reject the potential agent with an actionable recommendation. The highest score that an agent can get is 100. Based on the score calculated after all the fields are entered, there are five possible recommendations, as listed in the table:

Score no.	Overall score	Recommendation
1	91–100	Select and proceed for hiring
2	71–90	Take approval from field team leader
3	61–70	Take approval from department head
4	40–60	Requires more analysis before selection
5	< 39	Not recommended for selection

Afterward, the recruitment staff uses the qualitative agent selection tool. This evaluation is conducted in detail and covers all the aspects mentioned in the previous section, such as the nature of the agent’s existing business, available infrastructure and premises, existing business operations, attitude toward customers, agent’s business acumen, customer composition, agent’s capacity and education level, agent’s support level from family, ability to invest in liquidity, and the agency location’s long-term sustainability and security. The recruitment staff makes short notes based on the responses.

The recruitment staff submits the potential agent’s overall score (from the quantitative agent assessment) along with the qualitative agent assessment notes to the departmental head. The department head reviews both the assessments and makes a decision to reject or accept the potential agent.

## Documentation Requirements

Once the departmental head approves the agent’s selection, the field staff collects the requisite know your customer (KYC) documents and other details from the proposed woman agent. These may include:

- A copy of the agent’s national ID;
- A bank statement for the last three months;
- Copies of tax certificates (where applicable);
- Copies of IDs of key staff (if applicable);
- Business permits (if applicable); or



- A certificate from the local police station.

The agent must then complete an application form. The field staff verifies the form and KYC documents for completeness or mistakes. If the form is incomplete, the staff returns the form to the agent and asks her to complete or correct the form. If the form is complete, the field staff encloses a photocopy of KYC documents along with the form, and retains it, then providing the agent with the application number (a unique number on the enrollment form) for future reference. The complete application—consisting of the agreement and other collected documents—then is forwarded to the MFS head office.

*Note:* This process is specifically designed for the purpose of recruiting women MFS agents only. While the process may be generic, MFS providers are advised to customize it to befit their business needs and requirements. Accordingly, different providers' turnaround times may vary.

### Review by Head Office Staff

Staff at the head office review the forms and documents for any irregularities or inconsistencies. If the documents and forms are in order, the selected agent's details are sent to the IT team and the distribution team for agent hiring processes, such as creating an agent wallet and managing agent liquidity via a runner appointed by the local distributor. The field staff is given approval to provide the agent with a contractual agreement.

### Prehiring Considerations

After the field staff provides a contractual agreement template to the woman agent, the agent fills in the template's details, and the field staff verifies it for completeness. The field staff must ensure that the agent reads and agrees to all the terms and conditions listed. Then the agreement is forwarded to the MFS head office for record keeping while the agent receives a copy of the same. The agreement mostly constitutes clauses related to:

- **Business processes.** MFS providers detail the roles and expectations for new agents.
- **Branding.** Providers commit to furnishing agents with the marketing and branding materials they need; agents, in turn, agree to use only materials provided by the operator.
- **Commissions.** Providers reserve the right to vary and/or suspend any commissions at any time.
- **Anti-money laundering and combating the financing of terrorism (AML/CFT).** Agents commit to carrying out AML/CFT checks, subject to training by the provider, along with any reporting obligations imposed by the provider or regulator.
- **Float.** Agents commit to maintaining a certain level of float.

- **Termination.** Operators and agents typically reserve the right to terminate their relationship at any time and without cause.

The IT team starts the process of activating the agent's ID and other details in the agent management system. The team informs the field staff after creating the codes.

The field staff then advises the agent to deposit the initial float amount.

## Training

Next, the agent is invited for a training session in a classroom setting. Training is focused on explaining various activities that the agent will be expected to carry out, the commission structures and its payment, and various rules and regulations. A list of the potential topics covered includes the following:

- Registering MFS customers;
- Depositing cash into registered customers' MFS accounts;
- Processing cash withdrawals for registered MFS customers;
- Processing cash withdrawals for nonregistered MFS customers;
- Customer education;
- Compliance with MFS regulations;
- Compliance with MFS business practices;
- Liquidity management and availability of float;
- Commission payments;
- Grievance-redressal mechanisms for both customers and agents; and
- Branding and marketing activity.

An assessment is carried out after the training to assess the new agent's grasp of the topics covered during the training session.

*Note:* A separate training manual and the training deck will be given to the providers. The providers will need to refer to these documents for a complete understanding on different aspects of training the agent.

## Rollout

Prior to rollout, agents are required to brand their shops with marketing and branding collateral furnished by the MFS provider. This usually consists of signs or banners for the outside of the shop that advertise that the establishment is an MFS agent for a provider. This collateral also includes posters for inside the shop that provide information for customer education and protection. Marketing activity occurs before the agent goes live, to build awareness among the local population.

## Points to Note

- Because potential women agents are likely to be accompanied or supported by their male relatives, MFS staff must make allowances for the same in any step of the selection process.
- Some documentation may be provided that belongs to male family members, and a request may be made to register the MFS agency to the male member's name. MFS providers need to use their discretion in the occurrence of such events.

## Role of Key Staff during Agent Selection

Every stakeholder in the recruitment process has a key role to play in selecting women agents. These roles are outlined below.

### Recruitment Team

- Source potential agents
- Assess (preliminarily) all sourced agents
- Use scores to evaluate proposed agents
- Conduct due diligence on prospective agents
- Collect requisite documents
- Finalize agreement with agent
- Procure initial float deposit

### Distribution Team

- Align new agents with existing distribution partners
- Create a new route plan for the distribution field team to manage agent liquidity

### Mobile Financial Services Head Office

- Finalize agent selection
- Provide approval for adding the agent
- Create the agent's ID and add hiring details into the agent management system
- Maintain all documents and records of new agents

## **Training Department**

- Develop training curriculum and training materials for new agents
- Conduct a classroom-based training session for new agents
- Conduct a training assessment of newly trained agents
- Conduct refresher/follow-up training either at the agent location or in a classroom-based setting

## **Branding Department**

- Design and develop key marketing and branding collateral
- Distribute marketing material to the agent
- Conduct below-the-line marketing activity at the agent location

## Appendixes

### List of documents required from the agent at the time of hiring

- Agent’s account opening form
- Agent’s latest passport-size photograph
- Account payee check (in the account holder’s name) for cash deposit
- A copy of a national ID document, such as voter ID card, motor driving license, office ID, ward commissioner certificate, or a gazetted officer certificate
- An attested copy of a valid trade license (if applicable)

### Files that must be attached to the manual

All the *women agent selection tools* should be attached, including the preliminary assessment tool, quantitative tool, and qualitative tool.

### Sample agent recruitment contract

#### **SERVICE AGENT AGREEMENT**

This Agreement is dated on the “**Effective Date**” and is entered into by and between:

- (A) The Provider, a limited company incorporated in **[Insert country]**, having its principal office at **[Insert physical address]** (hereinafter referred to as “**Provider**” and shall, where the context allows, include its successors and assigns) of the first part; and
- (B) **[Insert name of Agent]** with **[Insert physical address]** (hereinafter referred to as “**Agent**”) of the second part.

#### **1. DEFINITIONS**

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

- 1.1 “**Affiliate**” means in relation to Provider a company that is a subsidiary or holding company of it, or any company that is a subsidiary of any holding company, “holding company” and “subsidiary” having the meanings ascribed to them in the Companies Act.
- 1.2 “**Agent’s Commission Account**” means the account established by the Agent for the payment of Commissions.
- 1.3 “**Agreement**” means this agreement concluded between Provider and the Agent for the participation by the Agent in providing the SCHEME Services, and includes all appendixes hereto.

- 1.4 “**Agreed Float Value**” means the aggregate value of all the SCHEME’s Floats to be maintained by the Agent as specified in Appendix C hereto.
- 1.5 “**Agreement Period**” shall mean the initial period of [Insert period] from the Effective Date, and subject to the rights of earlier termination shall be renewed automatically for periods of 12 months until terminated, in accordance with the provisions of Clause 17.2.
- 1.6 “**Appendix**” means the appendixes to this Agreement, as updated by Provider from time to time during the Agreement Period.
- 1.7 “**Cash Float**” means the cash provided by the Agent at the Outlet for the provision of SCHEME Services.
- 1.8 “**Commissions**” means the detailed transaction charges for the SCHEME Services, and the approved commissions to be earned by the Agent in the course of providing the SCHEME Services, and as more particularly set out in Appendix B hereto.
- 1.9 “**Conditions of Use**” means the terms and conditions of use of SCHEME for Customers.
- 1.10 “**Confidential Information**” means all secret information and data, whether or not in material form, whatsoever and howsoever derived or acquired relating to the SCHEME and the provision of SCHEME Services and all other confidential or secret information disclosed by or on behalf of either party to the other, including the terms of this Agreement.
- 1.11 “**Customers**” means all users of SCHEME Services.
- 1.12 “**Customer Agreements**” means the agreements incorporating the Conditions of Use to be signed between the Customer, Provider, and the Trustee for SCHEME Services.
- 1.13 “**Effective Date**” means the date of execution of this Agreement.
- 1.14 “**E-Money**” means the electronic value issued by the Provider and representing an entitlement to an equivalent amount of the cash monies held by the Trustee with respect to the purchase of such electronic value.
- 1.15 “**Equipment**” means all the equipment provided to the Agent by Provider for the purposes of providing the SCHEME Services and shall include without limitation the customized subscriber identity module (SIM) and Global System for Mobile communications (GSM) handset and related accessories, which may include point-of-sale branding material, Agent Manuals, and instructions for the provision of SCHEME Services.
- 1.16 “**E-Money Account**” means the record of a Customer’s holding of E-Money within the SCHEME system.

- 1.17 **“Float Balancing”** means the balancing of SCHEME Floats across all Outlets operated by the Agent in accordance with clause 4 herein.
- 1.18 **“ID”** means a person’s original Identity Card or original Passport.
- 1.19 **“SCHEME”** means the proprietary Mobile Financial Service solution that is marketed and managed in Bangladesh by Provider.
- 1.20 **“SCHEME Account”** means the SCHEME Bank Accounts maintained by the Trustee, into which all SCHEME Payments will be paid.
- 1.21 **“Service Agent Manual”** means the manual issued to the Agent that records methods of operation, procedures, and other practical matters relevant to the provision of SCHEME Services currently in the form of Appendix A, as updated by Provider from time to time.
- 1.22 **“SCHEME Float(s)”** means the sum of E-Money held by the Agent for the provision of SCHEME Services from each Outlet.
- 1.23 **“SCHEME Operator”** means each person within an Outlet authorized by the Agent to operate SCHEME Services using the Equipment.
- 1.24 **“SCHEME Payment”** means the sums paid by the Agent into a SCHEME Account with respect to the purchase by a Customer from the Agent of E-Money.
- 1.25 **“SCHEME Services”** means those Mobile Financial Services detailed in the Service Agent Manual that the Agent will be obligated to make available to Customers, including completing the Transactions.
- 1.26 **“SCHEME Webpage”** means the webpage situated at[[http://www.\[ \]](http://www.[ ]).com.
- 1.27 **“Outlet(s)”** means the physical address(es) of each place of business from which the Agent or its staff or dealer may provide SCHEME services to Customers, which addresses shall be agreed upon mutually between the Parties, and are detailed in Appendix D hereto as updated from time to time during the Agreement Period.
- 1.28 **“PIN”** means each SCHEME Personal Identification Number associated with the operation of an E-Money Account by each SCHEME Operator.
- 1.29 **“Provider’s Network”** means the GSM Telecommunications Network operated by Provider in Bangladesh.
- 1.30 **“SIM”** means the specially customized subscriber identity module through which a connection is provided to the Agent to facilitate the SCHEME Services.
- 1.31 **“SMS”** means short messaging services.
- 1.32 **“Staff”** means a person that the Agent shall recruit for the purpose of providing the SCHEME Services.

- 1.33 **“Trademarks & Trade names”** means the SCHEME name and logo that have been assigned to Provider, and which may be used only by the Agent, in accordance with the terms of this Agreement.
- 1.34 **“Transaction Limits”** means the limits placed on the Transactions that may be completed by Agents from specific Outlets, as specified in Appendix C hereto.
- 1.35 **“Transactions”** means (as the context requires) receiving SCHEME Payments from Customers and paying out cash sums to Customers in accordance with SMS instructions and registering new Customers.
- 1.36 **“Trustee”** means the trust company holding sums on behalf of all Customers in the SCHEME Account.
- 1.37 **“Web Interface”** means the Internet interface through which SCHEME Accounts details (including Transactions and SCHEME Float balances) can be viewed, and through which certain Transactions can be completed, as more particularly specified in the SCHEME Web Page.

## 2. REFERENCE

The head notes to the paragraphs to this agreement are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate. In this agreement, unless the context otherwise requires:

- 2.1 The masculine gender shall include the feminine gender and vice versa;
- 2.2 Both masculine and feminine genders include neuter and vice versa;
- 2.3 The singular shall include the plural and vice versa;
- 2.4 Persons include partnerships and body corporate; and
- 2.5 The term **“Party”** shall refer to either of the parties to this agreement and the expression **“Parties”** shall be construed accordingly.

## 3. AGREEMENT

It is now agreed between the Parties as follows:

### 3.1 Appointment of Agent

- 3.1.1 Provider appoints the Agent as an independent provider of SCHEME Services on a non-exclusive basis for the duration of the Agreement Period, in accordance with the general provisions of the Service Agents Manual, and to perform any act and do anything that the Agent specifically is required to do by this Agreement.
- 3.1.2 No agency relationship exists between Provider and the Agent and the Agent must not represent herself as an agent or representative of Provider except as expressly authorized by this Agreement.



3.1.3 The Agent will ensure that she conforms to all the laws, rules, regulations, and statutory requirements existing in Bangladesh from time to time.

**3.2 Obligations and Rights of the Agent with respect to Provider**

3.2.1 The Agent's entitlement to remain as a Service Agent is subject to the Agent complying in all respects and at all times with its obligations, as set out in this Agreement and the general provisions of the Service Agents Manual.

3.2.2 Notwithstanding the generality of the provisions of clause 3.2.1, the Agent shall:

- Use its best endeavors to register new Customers on the SCHEME Service.
- Receive cash payments from Customers into its Cash Float in exchange for credits to the customers E-Money Accounts, with a corresponding debit to the Agent's SCHEME Float.
- Pay out cash to Customers in accordance with SMS instructions received from SCHEME in return for the transfer to the Agent's SCHEME Float of an equivalent amount of E-Money.
- Roll out the SCHEME Service at Outlets where the SCHEME Services may be provided subject to any Transaction Limits that may be placed on such Outlets by Provider.

3.2.3 Upon appointment as an Agent, each SCHEME Operator will be issued a PIN for use when completing Transactions using the equipment, in accordance with the terms of this agreement and the Service Agents Manual.

3.2.4 The Agent shall ensure that cash payments are only paid (a) upon sufficient sums being available in its Cash Float at the relevant Outlet, (b) upon checking the accuracy and completeness of the information contained in the SMS from SCHEME, and (c) upon being reasonably satisfied that the recipient of the cash sums is the owner of the mobile phone on which the SMS message is being transmitted, by cross-checking the Customer's ID against the details provided in the SMS.

3.2.5 In the event that the Agent has insufficient cash sums available in its Cash Float at the relevant Outlet to complete the Transaction, the Agent or the Staff, as the case may be, must decline to carry out the Transaction.

3.2.6 The Agent acknowledges that it shall not be permitted at any time during the Agreement to directly or indirectly sell, display, and/or otherwise promote the products and services of any person or entity directly or indirectly in competition with Provider's SCHEME Service, unless specifically otherwise first agreed to in writing with Provider.

- 3.2.7 All Equipment supplied to the Agent by Provider shall remain the property of Provider and shall be regularly serviced by Provider and Provider shall replace all lost Equipment and SIM cards and all or any Equipment or SIM card damaged from general wear and tear, other than with respect to any loss or damage caused by the Agent's negligence or lack of care.
- 3.2.8 Notwithstanding clause 3.2.7, herein the Agent shall keep and maintain the Equipment in good condition and repair, fair wear and tear accepted, for use only for the purposes of facilitating the SCHEME Services and shall ensure that any damage to or theft of the Equipment is immediately reported to Provider, but in any event no later than 24 hours after the occurrence of such event of theft or damage as provided for in the Agents Manual. The Agent agrees to indemnify Provider against any and all claims, costs, and consequences that may arise out of the breach of this provision.
- 3.2.9 The Agent shall not electronically or otherwise store any information supplied by Provider with respect to Provider's products, information, and/or services, other than for the sole purpose of its internal reporting procedures.
- 3.2.10 The Agent shall only use the SCHEME Trademarks and Trade names for the purpose of promoting and providing SCHEME Services during the Agreement Period, and for no other purpose whatsoever.
- 3.2.11 The Agent shall only provide SCHEME Services using the tariffs programmed in the Equipment, as may be varied by revised tariffs published on the SCHEME Webpage, or otherwise notified to the Agent from time to time.
- 3.2.12 The Agent shall provide SCHEME Services only at the agreed Outlets within any Transaction Limits placed on such Outlets.
- 3.2.13 The Agent shall at all times comply with the terms of this Agreement and the procedures specified in the Service Agent Manual, as updated from time to time, and the Agent further undertakes to comply with all laws, bylaws, and any other regulations issued by any competent authority in relation to the operation of the Equipment.
- 3.2.14 The Agent shall not assign, transfer, charge, or in any manner make over or purport to assign, transfer, charge, or make over this agreement or the rights hereunder or any part thereof without obtaining Provider's previous consent in writing.
- 3.2.15 The Agent shall not incur any liability on behalf of Provider or in any way pledge or purport to pledge Provider's credit.
- 3.2.16 The Agent shall not accept any legal process or take legal proceedings on behalf of or against Provider without the prior written authorization of Provider.

- 3.2.17 The Agent agrees to hold in confidence this Agreement and all information, documentation, data, and know-how disclosed to it by Provider and shall not disclose to any third party or use Confidential Information other than in connection with the performance of this Agreement or any part thereof without Provider's written approval.
- 3.2.18 The Agent shall comply with any know your customer (KYC), anti-money laundering (AML), and combating the financing of terrorism (CFT) legislation, policy, or policies, as may be updated and made available to the Agent, and the Agent hereby acknowledges that it has received such KYC, AML, and CFT material.
- 3.2.19 The Agent shall comply with the terms of all Appendixes to this Agreement as may be updated from time to time.

#### **4. OPERATION AND MAINTENANCE OF THE SCHEME FLOAT**

- 4.1 The Agent shall provide the SCHEME Services from its Outlet(s) and to provide and maintain the SCHEME Floats for at least the Agreed Float Value to cover all Transactions to be undertaken from each of the Outlets at all times during the Agreement Period.
- 4.2 The Agent shall undertake the management and maintenance of the SCHEME Floats and shall ensure that the Cash Float at each Outlet and the SCHEME Float for that Outlet are balanced daily as specified in the Agents Manual.
- 4.3 In the event that the balance of any of the SCHEME Floats drops below the limits specified in Appendix C hereto then the Agent, as the case may be, must make payments to the SCHEME Account in return for an equivalent amount of E-Money to bring the SCHEME's A Floats back to at least 100 percent of the Agreed Float Value. If the SCHEME Floats exceed the Agreed Float Value by the amounts specified in Appendix C, then unless otherwise agreed with Provider or the Agent, as the case may be, the Agent shall exchange an amount of E-Money equal to the excess for cash from the SCHEME Account to bring the SCHEME Floats back to the Agreed Float Value.
- 4.4 If the SCHEME Float falls below a critically low figure of around 25 percent of the Agreed Float Value, immediate remedial action (that is, in the shortest time possible in hours) will be initiated by the Agent to rectify the balance.

#### **5. FLOAT PROVISION**

The SCHEME Float shall at all times during the Agreement Period be the property of the Agent and shall vary in accordance with the Transactions completed by the Agent, as specified in the Service Agents Manual. Any E-Money outstanding in the SCHEME Float shall be exchanged for an equivalent amount of money from the SCHEME Account on expiry or early termination of the Agreement.

#### **6. REGISTRATION OF CUSTOMERS**

- 6.1 The Agent must record the following details on the registration of each Customer:
- Customer name;
  - Customer's national ID number or Passport number taken from the original ID document;
  - Mobile number for operation of Customer's SCHEME account (the new number, if a new SIM has been issued); and
  - The Customer will need to sign the Customer Agreement (in the form provided by Provider) by way of acceptance of the Conditions of Use.
- 6.2 The Agent may decline any application if the Agent is not satisfied with proof of the Customer's identity.

## **7. SCHEME OPERATOR REGISTRATION**

- 7.1 The Agent shall appoint a primary SCHEME Operator within each Outlet, who will be responsible for registering other SCHEME Operators within the Outlet using the menu on the SCHEME phone.
- 7.2 The Agent shall register each SCHEME Operator and issue such SCHEME Operator with an assistant ID for identification of the person completing the Transactions.
- 7.3 The SCHEME Operator may perform SCHEME Transactions on behalf of the Agent, as the case may be using any phone associated with that Outlet's SCHEME Float. The mandatory information required for registration of an SCHEME Operator is:
- Operator's name;
  - Operator's national ID number; and
  - Operator's ID.
- 7.4 The Agent shall ensure that each SCHEME Operator enters into a Customer Agreement to complete the Transactions, and the Agent shall be bound by and be responsible for all actions taken by each SCHEME Operator on its behalf.
- 7.5 All actions taken by the SCHEME Operator shall be deemed to be actions taken by the Agent.
- 7.6 The Agent shall indemnify Provider with respect to any failure of the SCHEME Operator to properly carry out the Transactions.

## **8. RECORD KEEPING**

- 8.1 All Agents shall keep proper records (in accordance with clause 8.2) with respect to the provision of the SCHEME Services, including the registration particulars of each Customer in the form appended hereto.
- 8.2 All SCHEME Transactions shall be recorded in Receipt Books, as described in the Agent Manual as follows:

- Date;
- SCHEME Operator;
- SCHEME Transaction ID (from the electronic receipt);
- Transaction type;
- Transaction value;
- Customer name and ID;
- SCHEME Float balance (from the electronic receipt); and
- Customer's signature.

8.3 Upon effecting a Transaction, the Agent will get an SMS confirmation of the Transaction to be effected, and only upon receipt of such SMS confirmation will the Agent complete the Transaction.

## **9. FRAUD MANAGEMENT**

- 9.1 In the event of any loss or theft of any Equipment provided under this Agreement, an immediate written report of such loss or theft shall be forwarded to Provider, enabling Provider to freeze or immobilize effective use of the same. All or any losses, costs, and expenses incurred in the period between the loss or theft and the date upon which written notice of the loss or theft has been received by Provider shall be for the Agent's account.
- 9.2 The Agent shall be responsible for the safekeeping and proper use of the Equipment. The Agent will keep each PIN secret, along with all Transactions undertaken using each PIN. The Agent shall indemnify and keep Provider indemnified at all times against any and all costs, expenses, actions, claims, demands, and damages howsoever and whenever arising as a result of the wrongful use of the Equipment provided to the Agent or the PIN.
- 9.3 The Agent shall not use the Equipment to commit any offense(s) against the Laws of Bangladesh. In the event of any breach of the law, Provider reserves the right to institute criminal or other legal proceedings against the Agent at the Agent's sole risk as to costs and damages.
- 9.4 The Agent shall keep confidential all personal identification or security numbers used with the Equipment for the provision of the SCHEME Services, and ensure that they are not disclosed to anyone other than to Operators.
- 9.5 The Agent acknowledges that any communication with regard to provision of the SCHEME Service may be recorded and monitored for use in Provider's business practices such as quality control, training, ensuring effective systems operation, prevention of unauthorized use of Provider's telecommunications system, and detection and prevention of crime.

- 9.6 The access and use of the SCHEME Webpage via the Web Interface by SCHEME Operators is subject to the terms and conditions of acceptable information technology usage, as may be published by Provider.
- 9.7 Agents shall ensure that Operators only access and provide SCHEME Services on their behalf in accordance with the terms contained herein and the Service Agents Manual.

**10. OBLIGATIONS AND RIGHTS OF PROVIDER**

- 10.1 Provider retains the right to temporarily or permanently disconnect the Agent SIM from its network at any time if it determines, in its sole discretion, that the connection potentially is being used for purposes other than the SCHEME Services, or that the Agent is not complying with the terms of this Agreement and the terms of the Service Agent Manual.
- 10.2 To the fullest extent permissible by law, Provider will not be liable for any costs, loss, liability, or damage whether direct, special, or consequential, howsoever and whenever arising from any suspension or termination of this Agreement.
- 10.3 Provider shall provide the Equipment and the Service Agent Manual to the Agent as soon as practicable after the Effective Date.
- 10.4 Provider shall have the right at any time during the Agreement Period to inspect the Agent's business operations and its Outlets, to ensure compliance with the terms of this Agreement.
- 10.5 Provider shall provide functionality to the Agent to ensure that:
- 10.5.1 Upon a SCHEME Payment being made by the Agent, Provider will reflect a SCHEME Payment by crediting an equivalent amount to the Agent's SCHEME Float within 12 hours of being notified by the Trustee that the SCHEME Payment funds have cleared.
  - 10.5.2 Upon E-Money being purchased by Customers, that the E-Money Accounts are credited, recorded, and monitored.
  - 10.5.3 All or any Float Balancing of SCHEME Floats as specified in Clause 4 shall be notified to each Outlet via SMS by SCHEME.
- 10.6 Provider will further provide the Agents with functionality via Web Interface to:
- 10.6.1 Monitor the SCHEME Float balances at each Outlet on a daily and weekly basis, and to redistribute SCHEME Float balances between Outlets, as levels of business demand.
  - 10.6.2 Monitor the SCHEME Payments into, and withdrawals from, the SCHEME Account.
  - 10.6.3 View and download basic reports about the Outlet's SCHEME Services activity.

- 10.7 Provider reserves the right to change the terms and conditions and charges under which it offers the SCHEME Services as a direct result of new legislation, statutory instrument, Government regulations or licenses, rates of exchange, imposition, or alteration of government tax or as a result of any review of Provider's business planning, changes within the industry, recommendations from regulatory bodies, or for such other reason as it may in its sole discretion determine.

**11. BRANDING AND PROMOTIONAL MATERIALS, AND INTELLECTUAL PROPERTY RIGHTS**

- 11.1 Provider shall provide branding and advertising support materials, such as external signage, Provider posters, and internal point-of-sale material at no cost to the Agent. For the avoidance of doubt, materials that have been supplied to the Agent at no cost shall remain the property of Provider, returnable upon demand or upon termination of this Agreement.
- 11.2 The Agent shall not display any Provider branding alongside the branding of any of Provider's competitors without Provider's written consent. The Agent must ensure that any branding of Provider is displayed prominently and is not obstructed by other branding.
- 11.3 The ownership of all Intellectual Property Rights, including Trademarks and Trade names (hereinafter "Intellectual Property"), shall remain vested in Provider and/or its Affiliates.
- 11.4 The Agent warrants that it will respect the Intellectual Property of Provider and/or its Affiliates, and that it will not make use of the same, whether by way of trade or otherwise, except as expressly permitted by this Agreement.
- 11.5 The Agent shall promptly notify Provider of any actual, threatened, or suspected infringement, improper or wrongful use of any Trademarks and Trade names, or other Intellectual Property of Provider and/or its Affiliates that comes to the Agent's notice.
- 11.6 The Agent shall, at the expense of Provider, take all reasonable measures to assist Provider to protect and maintain the Intellectual Property of Provider and shall display at the Outlets, and on all stationery and literature used by the Agent, the text as stipulated by Provider from time to time, disclosing to the general public that the Agent is licensed by Provider to provide the SCHEME Services, and is not a branch or agent of Provider, and no agency relationship is hereby created between the Parties. The Agent shall also display at the Outlets such other trade or service marks or copyright notices as Provider may stipulate from time to time.
- 11.7 The Agent agrees that all goodwill accruing to any of Provider's Intellectual Property by virtue of the use thereof by the Agent in accordance with this Agreement shall

accrue to Provider, and that the Agent acquires no rights in any of the said Trademarks or Trade names.

- 11.8 Upon expiry or sooner determination of this Agreement for any reason whatsoever, the Agent shall not be entitled to continue to use the Intellectual Property of Provider and/or its Affiliates.
- 11.9 The Agent shall procure that its employees and other authorized users utilize such Intellectual Property only in accordance with and for the purposes of this Agreement, and that they will not use any Trademarks or Trade names or any resemblances thereof or anything so closely resembling them as to be likely to cause confusion.

## **12. CONFIDENTIALITY**

- 12.1 The Agent as well as SCHEME Operators shall uphold privacy and confidentiality of customer information and data.
- 12.2 The Agent as well as SCHEME Operators shall maintain the secrecy of all information of a confidential nature, including information provided by the Customer during registration, and shall ensure that the same is not disclosed to any person voluntarily, accidentally, or by mistake.
- 12.3 The Agent agrees and acknowledges that any loss, damage, or liability caused or suffered by the Customer due to disclosure of any information of a confidential nature by the Agent shall be borne by the Agent without transferring any liability or responsibility to the Provider.
- 12.4 The Agent shall comply with such guidelines, instructions, or terms as the Provider may prescribe from time to time with respect to Customer information.
- 12.5 Provisions of data protection, including confidentiality, shall be in accordance with all relevant laws.
- 12.6 The Agent agrees it will not at any time during or after execution of this Agreement divulge to any person or entity confidential information received by it during or after the term of this Agreement with regard to the personal, financial, or other affairs of Provider, and all such information shall be kept confidential and shall not in any manner be revealed to anyone.
- 12.7 The Agent hereby covenants and agrees that it will not at any time during or after termination of this Agreement reveal, divulge, or make known to any person any confidential information belonging to Provider whatsoever in connection with Provider or its business or anything connected therewith.
- 12.8 The provisions of this clause 12 shall survive the termination of this Agreement.

## **13. REPRESENTATIONS AND WARRANTIES**

The Agent hereby represents and warrants to Provider that:



- 13.1 It has the full capacity and authority to enter into and to provide the Services under this Agreement;
- 13.2 It has procured all licences, permits, and consents necessary to enter into and to provide the Services under this Agreement, including without limitation trade license, lease title, or other secured interest in premises.
- 13.3 The provisions of the Services and Provider's use thereof shall not infringe any rights of any third party.
- 13.4 It is appropriately experienced, qualified, and trained to perform the Services.
- 13.5 It shall discharge obligations pursuant to this Agreement with all due skill, care, and diligence including, but not limited to, good industry practice.
- 13.6 The Services shall be performed in compliance with all applicable laws, enactments, orders, regulations, and other similar instruments (including, but not limited to, all applicable health and safety legislation).

**14. LIMITS ON LIABILITY**

- 14.1 Provider will not be under any liability (including liability for negligence) for any loss or damage or injury to the Agent howsoever arising, and will not be under liability in respect of any claim made against the Agent by any third party, including without limitation any liability arising out of any product liability legislation.
- 14.2 Provider shall not be under any liability for any direct, indirect, consequential, or contingent loss or damage (whether for financial loss, loss of profits, contracts, anticipated business, savings, use, goodwill, or otherwise) costs, expenses, or other claims for consequential compensation whatsoever; and whether caused by the negligence of Provider, its employees, or otherwise howsoever arising; and whether foreseeable or not.
- 14.3 The Agent shall indemnify Provider, and keep Provider indemnified, from and against any and all loss, damage, or liability (whether criminal or civil) suffered, any legal fees and costs incurred by Provider resulting from a breach of this Agreement by the Agent, including breaches caused by any act, neglect, or default of the Agent's dealers, staff, employees, or any third-party claim with respect to any matter arising from the Agent's conduct, provided that the liability has not been incurred through any default by Provider in relation to its obligations under this Agreement.
- 14.4 Except as provided herein, Provider's liability in case of business exigencies such as termination of MFS business, business restructuring, or downsizing of agent network shall not (whether in contract, tort, or otherwise) exceed in aggregate for any breach or breaches the sum of BDT <insert sum> (Bangladeshi taka <insert sum in words> only) or the Float Value outstanding, whichever is higher. Provider shall have no liability with respect to any claim unless notice thereof shall have been given within

one (1) month of the cause of Action arising, and proceedings with respect to the same shall have been issued no later than six (6) months thereafter.

**15. COMMISSIONS**

- 15.1 In consideration for providing SCHEME Services, Provider will pay an aggregated Commission based on the number and type of Transactions carried out by the Agent in accordance with the prevailing Tariffs.
- 15.2 Provider shall issue two tax certificates: one for each invoice provided to it by the Agent pursuant to clause 15.3.
- 15.3 The Commission tariffs are set out in Appendix B, but may be varied by publication of revised rates on the SCHEME Webpage or as may otherwise be notified to the Agent from time to time.
- 15.4 The Agent shall be responsible for any deductions or tax required to be paid by law on Commissions received. In the event that Provider shall be required by law to make any deductions or withholding tax, then Provider shall, at the cost and expense and for the account of the Agent, comply with such applicable legislation and remit the amounts to the appropriate authorities.

**16. NO GUARANTEED INCOME**

No warranties or representations are made with regard to potential revenues that may be earned by the Agent from the provision of the SCHEME Services, and no reliance should be placed on any statements or projections provided, whether verbally or in writing in this respect.

**17. CUSTOMER SERVICES**

Provider will operate a Customer Call Center, offering Agents advice and support in the provision of SCHEME Services and balancing of SCHEME Float balances, provided always that a charge may be raised with respect to such services at the rates specified in Appendix B herein.

**18. TERMINATION AND EXPIRY OF THE AGREEMENT**

- 18.1 This Agreement shall, unless terminated in accordance with the provisions of clause 19.2, endure until the completion of the Agreement Period.
- 18.2 This Agreement may be terminated as follows:
  - 18.2.1 By Provider giving not less than thirty (30) days' prior notice of termination or the Agent giving not less than sixty (60) days' notice of termination.
  - 18.2.2 By Provider, in the event that the Agent is unable to provide the SCHEME Services on a regular basis, is the subject of frequent and sustained consumer complaints, or is in breach of the terms of this Agreement (which breach is not remedied within the timeframe stipulated by Provider, upon receipt of a notice requiring such remedy).
  - 18.2.3 In the event of such termination or the natural expiry of the Agreement, the following conditions shall apply.

- 18.2.4 Within seven (7) days of such expiry or sooner determination of the Agreement, the Agent shall return the Equipment to Provider in good working order, subject to allowable fair wear and tear.
- 18.2.5 In the absence of returning the Equipment within seven (7) days as stated in clause 18.2.4, and without prejudice to any other rights accruing to Provider, the Agent shall pay forthwith to Provider and by way of cleared funds the sum of [Insert amount] per set of Equipment issued per Agent Outlet under its control.
- 18.2.6 The Agent shall cease forthwith upon termination to use the Equipment, the Trade names, and Trademarks.
- 18.2.7 Subject to any rights of offset with respect to any claims against the Agent, the Agent will be entitled to receive any Commissions fees earned as at the date of termination, and shall not be entitled to claim for any other costs or expenses whatsoever arising directly or indirectly from any loss of business.
- 18.2.8 The balance outstanding in the SCHEME Float shall be returned to the Agent.
- 18.2.9 Upon termination of this Agreement for any reason, the Agent shall have no claim against Provider for compensation for loss of distribution or other rights, loss of goodwill, or any similar loss.
- 18.2.10 Upon termination of this Agreement, no Commission shall be payable or liable to be paid to the Agent with respect to any period after the date of such termination.
- 18.2.11 Subject to any provision to the contrary, the termination of this Agreement howsoever caused shall be without prejudice to the continuation of any provision that expressly or by implication comes into operation or continues in force after the date of termination, and shall be without prejudice to any rights and liabilities of the Parties that may have already accrued prior to the date of termination.

## **19. RIGHT OF SET OFF**

Provider shall have the right to offset any sums owed by it to the Agent hereunder against any sums due and owed by the Agent, whether under this Agreement or otherwise.

## **20. GENERAL PROVISIONS**

- 20.1 This Agreement and the Service Agent Manual constitutes the entire agreement between the Parties, and supersedes any previous agreement or relationship of whatsoever nature between the Parties with respect to the SCHEME Service. A variation of this Agreement is valid only if it is in writing and signed by or on behalf of each Party.

- 20.2 In the event of any conflict in the terms of the Service Agent Manual and the terms of this Agreement, the provisions of this Agreement will apply.
- 20.3 All notices or other communications to be given under this Agreement to either Party shall be made in writing and sent by letter (unless as otherwise stated herein) to the aforementioned addresses.
- 20.4 Any dispute arising out of or in connection with this Agreement shall be referred to arbitration by a single arbitrator to be appointed by agreement between the Parties or in default of such agreement within sixty (60) days of the notification of a dispute, upon the application of either Party, by the Provider. It is agreed that notwithstanding any arbitral award, either party will meet its costs incurred in exercising this provision.
- 20.5 Except where this Agreement provides otherwise, the rights and remedies contained in it are cumulative and not exclusive to rights or remedies provided by law. The failure by Provider to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.
- 20.6 If any provision of this Agreement is declared by any judicial or other competent authority or an arbitrator appointed hereunder to be void, voidable, illegal, or otherwise unenforceable, the Parties shall amend that provision in such a reasonable manner as achieves the intention of the Parties without illegality; or, at the discretion of Provider, it may be severed from this Agreement; or the remaining provisions of this Agreement shall remain in full force and effect.
- 20.7 Unless otherwise required by law, the Agent shall not make, or cause to be made, any press release, public announcement, or disclosure to any third party with respect to this Agreement or the transactions contemplated hereby, or otherwise communicate with any news media without the Provider's prior written consent.
- 20.8 This Agreement shall be governed and construed in all respects in accordance with the Laws of Bangladesh and the Parties hereby submit to the non-exclusive jurisdiction of the High Court of Bangladesh.
- 20.9 No provision of this Agreement creates a partnership between the Parties or makes a Party the Agent of the other Party for any purpose. Except as herein expressly provided, a Party has no authority or power to bind, to contract in the name of, or to create a liability for the other Party in any way or for any purpose.

**IN WITNESS WHEREOF** this Agreement has been duly executed in two counterparts on the Effective Date By:

**By Agent**

**By Provider**

Name:

Name:

Designation:

Designation:

Date:

Date:

Signed:

Signed:

In the Presence of:

In the Presence of:

Name:

Name:

Signed:

Signed:

## Appendix A: The Service Agent Manual

## Appendix B: Commissions and Tariffs



## Appendix C: Transaction Limitations and Float Balances

## Appendix D: Outlets

## Appendix E: Registration Information