

Consultancy Support Agreement

This **Consultancy Support Agreement** (the "Agreement"), dated as of September ____, 2017 (the "Effective Date") is an agreement between Alliances Management Consulting Inc., a California corporation with offices at 544 Hillside Road, Redwood City, California 94062 ("Scheme Operator"), and _____, a _____ corporation with headquarters located at _____] ("Consultant") (each sometimes referred to herein as a "Party" and collectively as the "Parties"). Capitalized terms shall have the meaning specified herein or in Exhibit A.

Whereas, the GSM Association is the global trade association for the mobile industry ("GSMA"); and

Whereas, the GSMA's Mobile Money Programme seeks to support industry stakeholders by increasing the utility and sustainability of mobile money services in order to increase financial inclusion for the underserved; and

Whereas, as part of the GSMA's Mobile Money Programme, the GSMA launched a Code of Conduct for Mobile Money Providers (the "Code of Conduct") to support the development of a safe and responsible industry for digital financial services; and

Whereas, the GSMA Mobile Money Certification scheme is designed to measure compliance with the Code of Conduct by the firms providing mobile money services ("MMP's"); and

Whereas, the GSMA has engaged the Scheme Operator to act as the program manager of the Certification scheme on behalf of the GSMA; and

Whereas, the Consultant has been accredited by the Scheme Operator as a firm that is qualified to provide consulting services to MMPs concerning the GSMA Mobile Money Certification scheme; and

Whereas, the Consultant wishes to engage the Scheme Operator for training services and answer ongoing support for its consulting work with MMPs.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows.

1. Services. Scheme Operator shall provide to Consultant the services (the "**Services**") set out in one or more statements of work to be issued by Consultant and accepted by Scheme Operator (each, a "**Statement of Work**"). The initial accepted Statement of Work is attached hereto as Exhibit A.
2. Scheme Operator Obligations. Scheme Operator shall:
 - 2.1. Maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Scheme Operator in providing the Services. During the Term and for a period one year thereafter, upon Consultant's written request, Scheme Operator shall allow Consultant or Consultant's representative to inspect and make copies of such

records in connection with the provision of the Services; provided that Consultant provides Scheme Operator with at least 30 business days advance written notice of the planned inspection.

3. Consultant Obligations. Consultant shall:

3.1. Comply with all policies and procedures adopted by the Scheme Operator to govern the provision of consulting services to MMPs

3.2. Participate in initial "accreditation" training and "refresher" training on an annual basis.

3.3. Designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement.

3.4. Respond promptly to any reasonable requests from Scheme Operator for instructions, information or approvals required by Scheme Operator to provide the Services.

3.5. Cooperate with Scheme Operator in its performance of the Services.

3.6. Promptly inform Scheme Operator of any and all of its consulting engagements concerning the GSMA Mobile Money Certification scheme.

4. Fees and Expenses.

4.1. In consideration of the provision of the Services by the Scheme Operator and the rights granted to Consultant under this Agreement, Consultant shall pay the fees set out on Exhibit A. Said fee will be payable within 15 days of receipt by the Consultant of an invoice from Scheme Operator.

4.2. Consultant shall reimburse Scheme Operator for all reasonable expenses incurred in accordance with the Statement of Work [if such expenses have been pre-approved, in writing by the Consultant, within 15 days of receipt by the Consultant of an invoice from Scheme Operator accompanied by receipts and reasonable supporting documentation.

4.3. Consultant shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Consultant hereunder; provided, that, in no event shall Consultant pay or be responsible for any taxes imposed on, or with respect to, Scheme Operator's income, revenues, gross receipts, personnel or real or personal property or other assets.

4.4. Except for invoiced payments that the Consultant has successfully disputed, all late payments shall bear interest at the lesser of the rate of 18 % per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Consultant shall also reimburse Scheme Operator for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys' fees.

5. Limited Warranty and Limitation of Liability.

5.1. Scheme Operator warrants that it shall perform the Services:

5.1.1. In accordance with the terms and subject to the conditions set out in the respective Statement of Work and this Agreement.

5.1.2. Using personnel of commercially reasonable skill, experience and qualifications.

5.1.3. In a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

5.2. Scheme Operator's sole and exclusive liability and Consultant's sole and exclusive remedy for breach of this warranty shall be as follows:

5.2.1. Scheme Operator shall use reasonable commercial efforts to promptly cure any such breach; provided, that if Scheme Operator cannot cure such breach within a reasonable time (but no more than 30 days) after Consultant's written notice of such breach, Consultant may, at its option, terminate the Agreement by serving written notice of termination.

5.3. SCHEME OPERATOR MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 5.1, ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

6. Intellectual Property.

6.1. Scheme Operator and Consultant acknowledge and agree that the GSMA Mobile Money Certification Criteria and all related policies, procedures, documents and know how are the property of the GSMA and have been licensed to the Scheme Operator by GSMA.

6.2. Scheme Operator hereby grants Consultant a license to use such material free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Consultant to provide consulting services to MMPs.

7. Confidentiality. All non-public, confidential or proprietary information of Scheme Operator or Consultant ("**Confidential Information**"), including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, lists, pricing, related to the GSMA Mobile Money Certification scheme, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," is provided in connection solely for use in performing this Agreement and may not be disclosed or copied unless authorized by the disclosing party in writing. Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of the receiving party's breach of this Agreement; (b) is obtained by the receiving party on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; (c) the receiving party establishes by documentary evidence, that such information was in its possession prior to the disclosure hereunder; or (d) was or is independently developed by the receiving party without using any Confidential Information.

Upon disclosing party's request, the receiving party shall promptly return all documents and other materials received from the disclosing party. The disclosing party shall be entitled to injunctive relief for any violation of this Section.

8. Information Security

8.1. The Consultant will at all times implement appropriate technical, organizational, and physical measures to ensure that the Scheme Operator's and Mobile Money Provider's data is protected against unauthorized or unlawful access, use, disclosure, Processing or modification and accidental loss, destruction or damage . The Consultant will undertake to operate and protect systems and ensure operability: (i) implement Industry standard virus protection and protections from internet attacks (Intrusion, denial of service); (ii) functionality changes to any provided system will not compromise security; (iii) all releases to production environments shall use a deployment process that ensures authority and efficacy of any release; (iv) encryption of all Confidential Information held by Consultant and all transmissions of Confidential Information sent or received by Consultant; and (v) Consultant will maintain skilled staff to ensure that its systems are appropriately supported.

9. Term, Termination, and Survival

9.1. This Agreement shall commence as of the Effective Date and shall continue until the first anniversary thereof (the "Initial Term"). Following the Initial Term and each renewal thereof, this Agreement shall automatically renew on substantially the same terms and conditions for additional one year periods (each a "Renewal Term") unless: either party sends a notice electing not to renew the Agreement at least 30 days prior to the expiration of the Initial Term or any Renewal Term. The Initial Term and any Renewal Terms shall be referred to collectively as the "Term."

9.2. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party:

9.2.1. Materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach.

9.2.2. Becomes insolvent or admits its inability to pay its debts generally as they become due.

9.2.3. Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law.

9.2.4. Is dissolved or liquidated or takes any corporate action for such purpose.

9.2.5. Makes a general assignment for the benefit of creditors.

9.2.6. Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

- 9.3. Upon expiration or termination of this Agreement for any reason, each Party shall promptly deliver to the other Party, all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on such Party's Confidential Information.
- 9.4. The rights and obligations of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

10. Limitation of Liability.

10.1. IN NO EVENT SHALL SCHEME OPERATOR BE LIABLE TO CONSULTANT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SCHEME OPERATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

10.2. IN NO EVENT SHALL SCHEME OPERATOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SCHEME OPERATOR PURSUANT TO THIS AGREEMENT IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11. Insurance. During the Term, Consultant shall maintain full and comprehensive professional indemnity insurance at all times in relation to the services provided to MMPs with a maximum coverage of \$__ million. The Consultant shall upon request, submit to Scheme Operator, accurate details of its insurance cover, together with documentary evidence that such insurance remains properly maintained.
12. Independent Contractor. It is understood and acknowledged that the Services which Scheme Operator will provide to Consultant hereunder shall be in the capacity of an independent contractor and not as an employee or agent of the Consultant.
13. Indemnification. Consultant shall indemnify, defend, and hold harmless Scheme Operator and their respective officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement, incurred by Indemnified Party (collectively, "**Losses**"), arising out or occurring in connection with Consultant's negligence, willful misconduct, or breach of this Agreement.

14. Remedies.

14.1. If the Consultant violates any provision of this Agreement, Scheme Operator shall, in addition to any damages to which it is entitled, be entitled to immediate injunctive

relief against the Consultant prohibiting further actions inconsistent with the Consultant's obligations under this Agreement.

- 14.2. To the extent a Party is required to seek enforcement of this Agreement or otherwise defend against an unsuccessful claim of breach, the unsuccessful Party shall be liable for all attorney's fees and costs incurred by the successful party to enforce the provisions of this Agreement.
 - 14.3. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise.
 - 14.4. Compliance with Law.
 - 14.5. Consultant shall provide the consulting services to MMPs in full compliance with all applicable laws, regulations, and ordinances, including without limitation all laws and regulations governing bribery, corruption or other similar matters. Consultant has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.
 - 14.6. Scheme Operator and the GSMA are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. Consultant must ensure that individuals or organisations involved in providing the services to MMPs are in no way linked, directly or indirectly, to organisations associated with or supporting terrorism.
15. Entire Agreement. This Agreement, including and together with any related exhibits, and schedules, constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.
 16. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**", and with the correlative meaning "**Notify**") must be in writing and addressed to the other Party at its address in the preamble of this Agreement (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section.
 17. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in

order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

18. Amendments. No amendment to or modification of this Agreement is effective unless it is in writing, identified as an amendment to this Agreement and signed by an authorized representative of each Party.
19. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
20. Assignment. Consultant shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of Scheme Operator. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Scheme Operator of any of its obligations hereunder.
21. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns.
22. Choice of Law. This Agreement and all matters arising out of or relating to this Agreement, is governed by, and is to be construed in accordance with, the laws of California, without regard to the conflict of laws provisions thereof.
23. Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, in any forum other than the courts of California. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts.
24. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.
25. Force Majeure. Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable (which events may include natural disasters, embargoes, explosions, riots, wars, or acts of terrorism) (each, a "**Force Majeure Event**"). Scheme Operator's financial inability to perform, changes in cost or availability of materials, components or services, market conditions, or supplier actions or contract disputes will not excuse performance by Scheme Operator under this Section. Scheme Operator shall give Scheme Operator prompt written notice of any event or circumstance that is reasonably likely to result in a Force Majeure Event, and the anticipated duration of such Force Majeure Event. Scheme Operator shall use all diligent efforts to end the Force Majeure Event, ensure that the effects of any Force Majeure Event are minimized and resume full performance under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

Alliances Management Consulting Inc.

By: _____
Name: _____
Title: _____
Date: _____

[Consultant]

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A

Services and Fees

Training Services. The Scheme Operator shall provide training services to Consultant. Such training sessions shall take place over _____ and shall be conducted _____. Upon successful completion of such training, the Consultant shall be certified as an accredited consultant under the GSMA Mobile Money Certification programme.

In consideration of such training services, the Consultant shall pay the Scheme Operator _____.

Help-Desk Services. The Scheme Operator shall provide "help desk" services to Consultant to assist Consultant in providing professional services to MMPs. Such services shall consist of answering questions by phone and email concerning the GSMA's Mobile Money Certification Criteria, including without limitation questions concerning (i) the meaning of various elements of the such criteria; (ii) acceptable evidence of compliance for various elements of such criteria; (iii) proposed lines of questions and investigations concerning the elements of such criteria, and (iv) _____.

In consideration for such help-desk services, Consultant shall pay the Scheme Operator and annual fee of \$_____, payable concurrently with its accreditation, and an hourly fee of \$_____.