

**LICENSE AGREEMENT**  
**GSMA MOBILE MONEY CERTIFICATE OF COMPLIANCE LOGO**

This “GSMA Mobile Money Certificate Of Compliance Logo” License Agreement (the “Agreement”) is entered into between **Alliances Management Consulting Inc.**, with an office at 544 Hillside Rd, Redwood City, California, 94062, USA, (“**Scheme Operator**”) and Safaricom Limited, whose registered office is located at Safaricom House, Waiyaki Way, Nairobi, Kenya 00800 (“**Licensee**”).

**WHEREAS**, the GSM Association is the global trade association for the mobile industry (“GSMA”); 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; 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 has granted the Scheme Operator the right to sublicense the “Certificate Of Compliance” Logo, as set out in Schedule 1 to mobile money providers that successfully demonstrate their compliance with the terms of the GSMA Mobile Money Certification scheme; and

**WHEREAS**, the Licensee has successfully demonstrated its compliance with the GSMA Mobile Money Certification scheme; and

**WHEREAS**, Scheme Operator is willing to grant the right to use the Certification of Compliance Logo to Licensee strictly on the terms below.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

**1. Definitions**

For purposes hereof, the following terms shall have the respective meanings provided.

**1.1** “Affiliate” shall mean any subsidiary or holding company of an entity, any subsidiary of any of its holding companies and any partnership, company or undertaking (whether incorporated or unincorporated) in which that entity has the majority of the voting rights or economic interest.

**1.2** “Agreement” shall mean this “Certificate Of Compliance” Logo License Agreement, including all Annexes attached hereto, and any and all amendments to the Agreement and/or such Annexes.

**1.3** “Effective Date” shall mean the date on which this Agreement shall be effective which will be from the end of the Assessment process on the date the Scheme Operator issues a Certificate of Compliance to the Scheme Operator.

**1.4** “Certificate Of Compliance” Logo shall mean the “Certificate Of Compliance” Logo artworks as set forth on Schedule 1.

**1.5** “Certificate Of Compliance” Logo Usage Guidelines shall mean the “Certificate Of Compliance” Logo Usage Guidelines set forth on Schedule 2 including any revisions as may be made thereto from time to time, and communicated with reasonable written notice (which shall be no less than 30 days) to Licensee, by Scheme Operator. Any revisions of the “Certificate Of Compliance” Logo Usage Guidelines shall only become binding after the notice period has expired.

**1.7** “Sign” shall mean any trademark, service mark, trade name, logo or other indicia of ownership.

## **2. “Certificate Of Compliance” Logo License**

2.1. Subject to Clause 5 of the Agreement, the terms of this licence shall be effective as of the date hereof (**“CCL Licence Effective Date”**).

2.2. Subject to the terms and conditions in this licence, Scheme Operator, as of the CCL Licence Effective Date, grants to Licensee a royalty free, non-exclusive, worldwide licence to use the Certificate of Compliance Logo, as reproduced in Schedule 1 for the Term, in connection with marketing, advertising, and promotion of products and services for which a valid Certificate of Compliance subsists, and no other activities.

2.3. Notwithstanding anything in this Agreement to the contrary, if Licensee develops, manufactures, or sells non-compliant products or services, the license of the “Certificate Of Compliance” Logo granted in this Agreement shall not apply with respect to such non-compliant products and services.

2.4. Licensee shall not register any Sign which is confusingly similar to the “Certificate Of Compliance” Logo, or which may dilute the “Certificate Of Compliance” Logo by taking unfair advantage of its reputation in the marketplace, nor shall Licensee use any Sign which could reasonably be deemed confusingly similar, deceptive or misleading with respect to the “Certificate Of Compliance” Logo. If Scheme Operator provides Licensee with evidence that Licensee is using any Sign which is confusingly similar, deceptive or misleading with respect to the “Certificate Of Compliance” Logo, or which may dilute the “Certificate Of Compliance” Logo (as anticipated above), Licensee shall, as soon as reasonably practical but in any event within thirty (30) days upon receiving a written request from Scheme Operator, permanently cease such use.

## **3. Terms of use**

3.1. The Licensee shall not use the Certificate of Compliance Logo with any other mark, name, word, logo, symbol or device unless given express prior written consent of the [Scheme Operator], which consent, if given, shall be deemed to include a requirement and agreement that each trade mark is separated from each other so that each appears to be a trade mark in its own right distinct from the other.

3.2. The Licensee shall only use the Certificate of Compliance Logo in the manner set out in the Brand Guidelines, as may be updated and communicated to the Licensee from time to time.

3.3. Except as expressly provided in this Agreement, nothing shall operate to grant the Licensee, and the Licensee shall not obtain, any rights, title or interest in or to the Certificate of Compliance

Logo.

3.4. The Licensee shall ensure that all references to the Certificate of Compliance Logo are accompanied by the following in each case in a prominent place:

*(a) This certificate confirms that [insert provider name] was assessed as being conformant with the GSMA Code of Conduct for Mobile Money Providers, based on compliance with the GSMA Mobile Money Certification criteria on [insert date of certification]. [Insert provider name] has committed to maintaining its compliance with these criteria for the duration of its certification term. Neither the GSMA nor Alliances Management is providing a warranty for the performance, security or customer protection of [insert provider name]'s mobile money business. For more information on the GSMA Mobile Money Certification, click here [insert hyperlink to AM site].*

(b) <sup>TM</sup>

3.5. The Licensee shall use its best endeavors to prevent the Certificate of Compliance Logo becoming generic, losing its distinctiveness, becoming liable to mislead the public or being detrimental to or inconsistent with the goodwill, image or reputation of the Scheme Operator or GSMA.

3.6. The Licensee shall not commit or omit any act, or pursue a course of conduct during the Term of this licence which might in the Scheme Operator's sole discretion:

- (a) bring the Certificate of Compliance Logo into disrepute;
- (b) damage the goodwill or reputation attaching to the Certificate of Compliance Logo;
- (c) prejudice the validity or enforceability of the Certificate of Compliance Logo;
- (d) dilute or reduce the value or strength of the Certificate of Compliance Logo; or
- (e) distort or damage the image associated with the Certificate of Compliance Logo.

3.7. If it is found that any goods or services supplied, or intended to be supplied, under the Certificate of Compliance Logo are not in conformity with any of the Licensee's obligations under the Agreement, the Scheme Operator shall give written notice to the Licensee to that effect and the Licensee shall cease supplying or remedy the defect in any non-conforming goods or services within seven (7) working days or immediately cease use of the Certificate of Compliance Logo.

3.8. If at any time during the term hereof, Scheme Operator determines, in its sole reasonable judgment that Licensee may be selling, marketing, promoting or distributing a product or service with the "Certificate Of Compliance" Logo that is not in full compliance with the terms of this Agreement, then at the written request of Scheme Operator, Licensee shall immediately stop marketing, promoting or distributing the non-compliant product or service with the "Certificate Of Compliance" Logo and withdraw the "Certificate Of Compliance" Logo from such non-compliant product or service unless Licensee demonstrates compliance to Scheme Operator's satisfaction, which shall not be unreasonably withheld or delayed, with all of the terms of this Agreement.

3.9. If Licensee does not comply with the request of Scheme Operator, Scheme Operator shall have the right to terminate the rights relating to the "Certificate Of Compliance" Logo granted to Licensee under this Agreement with respect to the product or service upon thirty (30) days prior written notice to Licensee if the breach shall not have been remedied within this thirty (30) day period.

3.10. The right of termination set forth in this Agreement shall not be exclusive of any other remedies or means of redress to which Scheme Operator may be lawfully entitled, and all such remedies shall be cumulative. Upon termination of Licensee's rights pursuant to Section 3.9, all rights of Licensee granted hereunder relating to the "Certificate Of Compliance" Logo with respect to the product in question shall cease and the termination procedures set forth in Section below shall apply to such termination but without otherwise affecting this Agreement in relation to compliant products.

#### 4. Sub-Licences

- 4.1. The Licensee shall be entitled to sub-licence its rights granted in this licence to its agents, resellers and other distributors, subject in all respects to the same terms and conditions contained herein, provided further that Licensee shall be required to take reasonable steps to insure that such agents, resellers and other distributors adhere to the terms thereof.
- 4.2. The Licensee shall procure that, each sub-licensee complies with the relevant provisions of this licence as if it were Licensee and Licensee shall be responsible for the acts or omissions of its sub-licensees as if such acts or omissions were the acts or omissions of Licensee.
- 4.3. If Licensee is in breach of this Section 4 with respect to any sub-licensee or any one or more of its sub-licensees is in breach of these obligations and such breach is not cured within ten (10) calendar days, the Scheme Operator, in its sole discretion, shall have the right to require the immediate termination of any such sub-licensee.
- 4.4. Licensee shall not waive any of its rights or obligations under any such sub-licence.
- 4.5. Notwithstanding any other provision of this Agreement, Licensee shall prohibit a sub-licensee from sublicensing its rights to use the Certificate of Compliance Logo.
- 4.6. All sub-licences granted pursuant to this Section 4 shall expire immediately upon termination of this Agreement and Licensee shall procure all sub-licensees immediately cease use of the Certificate of Compliance Logo.

#### 4. Information

**4.1** Licensee shall comply with Scheme Operator's reasonable request for cooperation in connection with Scheme Operator's efforts regarding the enforcement or protection of Scheme Operator's rights and interests in the "Certificate Of Compliance" Logo, to the extent commercially reasonably possible.

**4.2** Licensee acknowledges and agrees that Scheme Operator may use the name of Licensee in listings, advertising and/or publicity relating to the "Certificate Of Compliance" Logo without Licensee's prior consent.

#### 5. Ownership of the "Certificate Of Compliance" Logo

**5.1** Licensee acknowledges that this Agreement does not transfer or convey to Licensee ownership of, or any rights in, any of the "Certificate Of Compliance" Logo, except as expressly set forth herein. Use of the "Certificate Of Compliance" Logo by Licensee shall inure solely to the benefit of the GSMA, as owner of all rights in and to the "Certificate Of Compliance" Logo. Upon termination of this Agreement, no monetary amounts shall be assigned as attributable to any goodwill associated with Licensee's use of the "Certificate Of Compliance" Logo.

**5.2** Scheme Operator hereby reserves all rights not expressly granted by this Agreement.

#### 6. Warranty and Disclaimer

**6.1** **SCHEME OPERATOR WARRANTS THAT GSMA HAS LICENSED THE CERTIFICATE OF COMPLIANCE LOGO SET OUT ON SCHEDULE 1.** THE SCHEME OPERATOR MAKES NO OTHER REPRESENTATION OR WARRANTY AS TO THE VALUE OR UTILITY OF THE CERTIFICATE OF COMPLIANCE LOGO. LICENSEE ACCEPTS THE CERTIFICATE OF COMPLIANCE LOGO "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND. ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED OR OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUALITY,

ACCURACY, COMPLETENESS, TITLE OR QUIET ENJOYMENT ARE EXPRESSLY DISCLAIMED AND EXCLUDED BY THE PARTIES.

**6.2** Nothing in this Agreement shall be construed as imposing on Scheme Operator an obligation to take any action to protect its intellectual property rights or other interests in the "Certificate of Compliance" Logo.

**6.3** Licensee acknowledges and agrees that Scheme Operator shall not be liable for the actions of any government official, agency or other authority with respect to the enforcement of any law or regulation applied or relating to "Certificate Of Compliance" products or services.

**6.4** Neither party shall be liable to the other in respect of any event of default for loss of profits, goodwill, business opportunity, data or revenue or any type of special, indirect or consequential loss (including loss or damage suffered as a result of an action brought by a third party) even if such loss was reasonably foreseeable or the relevant party had been advised of the possibility of the other party incurring the same.

## **7. Term and Termination**

**7.1** The duration of this licence depends on the duration of validity of Licensee's Certificate of Compliance. This licence shall terminate concurrently with the expiration or termination of Licensee's Certificate of Compliance.

**7.2** Either party may terminate this Agreement at any time on thirty (30) days written notice to the other party in the event that the latter shall materially breach or fail to perform any material obligation under this Agreement and such default is not remedied within thirty (30) days after notice is given specifying the nature of the default. Such right of termination shall not be exclusive of any other remedies or means of redress to which the non-defaulting party may be lawfully entitled, and all such remedies shall be cumulative.

**7.3** Licensee hereby agrees that the use of the "Certificate Of Compliance" Logo in any way which is not in compliance with the terms of this Agreement and the "Certificate Of Compliance" Logo Usage Guidelines shall constitute a material breach of this Agreement.

## **8. Notices**

**8.1** Wherever provision is made in this Agreement for the giving of any notice or communication, such notice or communication shall be in writing and shall be deemed to have been duly given if mailed by airmail, postage prepaid, addressed to the party entitled to receive the same or delivered to such party, or sent by facsimile transmission, by e-mail, or sent by courier, in each case to the attention of the individual acting on behalf of such party specified below:

If to Scheme Operator:

If to Licensee:

Notice shall be deemed to have been given on the day that it is so delivered personally or sent by facsimile transmission and confirmation of successful transmission is received or, if sent by courier, shall be deemed to have been given two business days after delivery by the courier company, or if by email, two (2) business days following dispatch of the email, or if mailed, ten business days following the date on which such notice was so mailed.

## **9. Miscellaneous**

**9.1** Licensee acknowledges that Scheme Operator has no obligation to bring any actions for unauthorized use or infringement of the "Certificate Of Compliance" Logo. Notwithstanding the foregoing, Licensee will notify Scheme Operator immediately should it learn of any such unauthorized use or infringement by any entity. Licensee shall have the option, but not the obligation, at its own expense, to assume the defence of any suit or action brought against Licensee that challenges or concerns the validity of any right granted by Scheme Operator hereunder. Licensee shall be entitled to all proceeds resulting from any such suit or action.

**9.2** Scheme Operator represents and warrants that it has the right to enter into this Agreement and to grant a license to Licensee pursuant to the terms contained herein.

**9.3** This Agreement and the rights granted hereunder shall be personal to Licensee and shall not be assigned, transferred, sold, pledged, divided or made subject to any lien, charge, security interest or encumbrance of any kind.

**9.4** Scheme Operator shall have the right to assign this Agreement, at any time during the term hereof, to any other entity that succeeds Scheme Operator in its function as the Scheme Operator of the "Certificate Of Compliance" Logo, upon prior written notice to Licensee.

**9.5** This Agreement shall be governed and construed, and any matters relating to this Agreement shall be decided according to the laws of \_\_\_\_\_.

**9.6** Licensee agrees and acknowledges that all disputes between the parties hereto arising out of or in connection with the interpretation or execution of this Agreement shall be finally settled by the courts of \_\_\_\_\_; and each party to this Agreement hereby irrevocably consents to the exclusive jurisdiction of such courts.

**9.7** This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges all prior discussions between them and neither of the parties shall be bound by any conditions, definitions, warranties, waivers, releases or representations (either expressed or implied) with respect to the subject matter of this Agreement, other than those expressly set forth herein (including those in the Annexes hereto), or as set forth in writing signed by a duly authorized representative of the party to be bound thereby.

**9.10** This Agreement may be executed in counterparts (including facsimile transmission) each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

**9.11** Except as expressly set forth in this Agreement, nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under

or by reason of this Agreement. Save as expressly provided otherwise in this Agreement, no person who is not a party to this Agreement will have any right under the Contracts (Rights of Third Parties) Act of 1999 to enforce any term of this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

**ALLIANCES MANAGEMENT CONSULTING INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**[LICENSEE]**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## SCHEDULE 1

### Certificate of Compliance Logo

Mark	GSMA Mobile Money Certified (“Device Mark”) 
Proprietor	<b>GSM Association</b> The Walbrook Building, 25 Walbrook, London EC4N 8AF
Classes	<p><b>Class 35:</b> Advertising; business management and organisation; representing and promoting the commercial interests of the mobile telecommunications industry; commercial information and advice for consumers in the choice of products and services.</p> <p><b>Class 36:</b> Insurance; financial affairs; monetary affairs; financial transaction services, namely, providing secure authorization and secure processing services for electronic banking and credit/debit card transactions; execution of financial transactions (services for the -); transaction authorisation services; remote payment services; electronic wallet services (payment services); payment processing; mobile Internet payment services; credit card verification; credit card payment processing; business credit verification services; brokerage of name and address based lists.</p> <p><b>Class 42:</b> Certification services of data transmitted via telecommunications; testing, analysis and evaluation services of the services of others for the purpose of certification; consulting services in the field of design, selection, implementation and use of computer hardware and software systems for others; computer and computer consultancy services; quality control; provision of support services, technical advice and online configuration of mobile phones; technical consulting, advice and research in the fields of telecommunications and computing; design and development of computer systems and telecommunication systems; industrial analysis and research services; data security consultancy; internet security consultancy; information concerning telecommunications; provision of support services, technical advice and online configuration of mobile phones; monitoring, control and surveillance of computer and telecommunication networks; providing information at the specific request of end-users by means of</p>



	telephone or global communications networks; information, consultancy and advisory services in relation to all the aforesaid services.
Territory	<ol style="list-style-type: none"><li>1. Kenya</li><li>2. OAPI (<i>Benin, Burkina Faso, Cameroon, Central African Republic, Chad, Comoros, Republic of Congo, Equatorial Guinea, Gabon, Guinea, Guinea Bissau, Ivory Coast, Mali, Mauritania, Niger, Senegal and Togo</i>)</li><li>3. Paraguay</li><li>4. Pakistan</li><li>5. Tanzania</li></ol>

## **SCHEDULE 2**

### **GSMA Mobile Money Certification Certification Stamp Usage Guidelines**



# GSMA Mobile Money Certification

## Certification Stamp Usage Guidelines

The GSMA Mobile Money Certification is a global initiative to bring safer, more transparent, and more resilient financial services to millions of mobile money users around the world.

The Certification Stamp is a symbol of trust, widely recognised as a sign of strong consumer protection and internal controls.

Version 1, September 2017



# The GSMA Mobile Money Certification Stamp

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These guidelines apply to all organisations who have been awarded the GSMA Mobile Money Certification. Please adhere to them whenever you are incorporating the Mobile Money Certification stamp into your designs.

The GSMA Mobile Money Certified stamp has been designed to sit comfortably against third party brand identities. It comprises the GSMA Mobile Money Certified logotype and Mobile Money Certified tick graphic device.

The relationship between the various elements is fixed and should not be changed. The typeface used within the stamp is specific to this signature and no other type should be substituted.

The stamp is designed to be used in both print and digital media. Always use the digital master artwork of the stamp. Never reproduce it from any other printed or digital source.

No additional words or graphics should be added to the mark. Phrases such as 'Mobile Money compliant' or 'Mobile Money approved' should not be used in written copy.

The GSMA Mobile Money certification stamp is a trademark owned by the GSMA and cannot be altered in any way.



# Versions of the stamp

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There are two versions of the stamp - black and white.  
The stamp should never appear in any other colour.

Use the version of the stamp that most suits where it is being placed. Be guided by its legibility on any given background.

## Black version



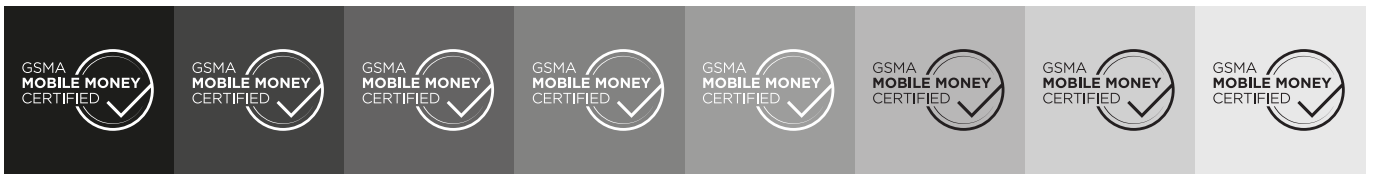
C:0 M:0 Y:0 K:100  
R:0 G:0 B:0  
#000000

## White version



C:0 M:0 Y:0 K:0  
R:255 G:255 B:255  
#FFFFFF

## Maintain the legibility of the logo



# Clear space and minimum size

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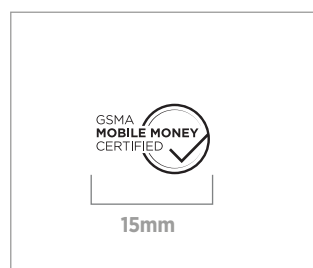
So that the logo stands out, always keep a clear space around it as shown below. This is the minimum clear space around the stamp that cannot contain any type or graphic devices.

The minimum size of the stamp is 15mm wide. The smallest the stamp can appear online is 95 pixels wide.

The minimum amount of clear space around the stamp is equal to 50% of the height of the logotype.

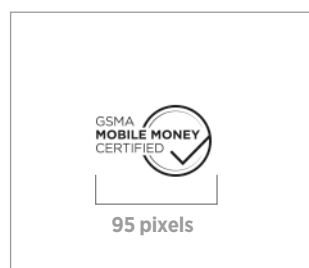


Minimum size for print



15mm wide X 9.5mm high

Minimum size for online



95 pixels wide X 58 pixels high

# Please refrain from the following

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The Mobile Money Certification stamp must never be adapted or amended in any way and you should not attempt to modify or change any of the digital files.

Always use the stamp as it is supplied. Don't recreate or redraw the stamp, always use the correct digital master reference and appropriate file format.



Don't re-colour the logo elements



Don't rotate the logo



Don't distort the logo



Don't add effects



Don't develop new versions of the logo



Don't change the proportions of the individual elements

# Help and assistance

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Please contact the Mobile Money team at the details below for more information on the content covered in this guidelines document.

Email: **mobilemoney@gsma.com**

Telephone: **+44 (0)20 7356 0600**