

**TRIPARTITE AGREEMENT FOR PROVISIONING OF FUEL
AGGREGATOR SYSTEM AND TELEBIRR SERVICE**

AMONG

MINISTRY OF TRANSPORT AND LOGISTICS,

ETHIO TELECOM,

AND

BERHAN BANK S.C



This tripartite Agreement (here in after "the Agreement") is entered on/2024 in Addis Ababa, Ethiopia Among.

- (1) Ministry of Transport and Logistics a government organization organized and existing under the laws of the Federal Democratic Republic of Ethiopia, with its principal office located at Addis Ababa, Kirkos Sub City, Woreda 07 (hereinafter referred to as the Ministry).
- (2) Ethio Telecom, a company duly organized and existing under the laws of the Federal Democratic Republic of Ethiopia, with its principal office located at Addis Ababa Churchill Road, Lideta sub city, wereda10 hereinafter referred to as "Ethio telecom"
- (3) Berhan Bank S.C, Financial Institution organized and existing under the laws of the Federal Democratic Republic of Ethiopia, with its principal office located at Addis Ababa, Bole sub city, Wereda 05 house number 2185 PO.BOX. 387 code 1110 Tel 0116-55-47-24 (hereinafter referred to as "Financial Institution"), hereinafter jointly be referred to as "parties" and individually as a "party".

NOW, THE PARTIES HEREIN AGREE AS FOLLOWS:

Article One: DEFINITIONS

Unless the context or provisions in other relevant laws provide otherwise, in this Agreement, the following terms and abbreviations shall have the meaning herein assigned to them: -



- 1) "The Financial Institution's telebirr Account" means the telebirr account operated by the Financial Institution and through which the Financial Institution makes service charges to Ethio telecom.
- 2) "Financial Institution" means a financial institution which obtains a permit by the Ministry to act as a bridge between fuel stations and customers enabling seamless, secure, and fast payment system mechanisms.
- 3) "Fuel Station" means a petrol filling station where fuel is sold by retail direct to the consumer.
- 4) "Customer" means any organization or natural person who perform payment through Fuel Aggregator system to the Fuel Stations.
- 5) "KYC" Means the Know Your Customer due diligence performed by the Financial Institution to ascertain the identity of customers at the point of sale requiring the viewing and matching of ID information with the telebirr account from which a Payment originates.
- 6) "Ministry" is Ministry of Transport and Logistics that have control over the fuel aggregator system, Register financial institutions and grants system access to financial institutions.

Article Two: OBJECTIVES OF THE AGREEMENT

The objective of this agreement is to establish and manage a collaborative framework among the Ministry of Transport and Logistics, Ethio Telecom and Financial Institution to implement a centralized fuel aggregator system, designed to streamline fuel payment collection across all fuel stations.

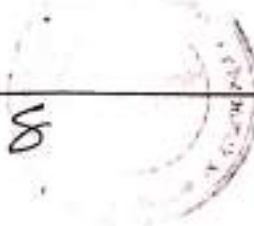
Article Three: SCOPE OF THE AGREEMENT

The scope of this Agreement is limited to the implementation of a Fuel Aggregator system operated by Financial Institutions across all fuel stations.

Article Four: RIGHTS AND OBLIGATIONS OF ETHIO TELECOM

During the term of this Agreement, Ethio telecom shall:

- 1) Enable seamless integration with financial institutions upon directions by the Ministry.
- 2) Create telebirr account for financial institutions to serve for deposit of endorsed service fee per transaction.
- 3) Notify the Ministry promptly regarding any interruptions or terminations of system integration activities initiated by financial institutions.
- 4) Adhere to confidentiality and abstain from disclosure of fuel transaction and sensitive information of the parties to third parties without consent by the Ministry.
- 5) Deliver Trainee of Training (TOT) for the Ministry and Financial Institutions during the Fuel Aggregator system deployment or when Fuel Aggregator system enhancement performed.



- 6) Grant secure access rights to the telebirr portal through which the Financial Institution manage its telebirr Account. For the avoidance of doubt the telebirr Portal is proprietary and any material downloaded from it is confidential information.
- 7) Provide access to the Financial Institution to see transactions made via their telebirr service fee short code, to extract reports and to initiate fund withdrawal from their telebirr account to their Financial Institution account.
- 8) Train and assist the Financial Institution's employees as well as its IT specialists on the telebirr service for the execution of this Agreement.
- 9) Make sure the Fuel Aggregator system is integrated with the National Fuel Supply Chain system and transaction data made by each financial institution through the fuel payment aggregator system synchronized seamlessly.

Article Five: RIGHTS AND OBLIGATIONS OF THE MINISTRY

During the term of this Agreement, the Ministry shall:

1. Provide the necessary instructions and share the business proposal templates, system integration manuals and model Agreement to be signed by Financial Institution for utilizing the fuel payment aggregator system.
2. Review and validate Business Proposal Submitted by the Financial Institution.
3. Register the Financial Institution and grant system access in the Fuel Aggregator Portal.
4. Facilitate integration activity carried out by Ethio telecom and the Financial Institution.
5. Notify system integration success to the Financial Institution upon validation received from Ethio telecom
6. Notify Ethio telecom regarding accepted Financial Institution to be participated in the digital fuel transaction
7. Deactivate system access and notify Ethio Telecom regarding the disallowed Financial Institution from participating in the digital fuel transaction.
8. Facilitate training sessions for Financial Institution.

Article Six: RIGHTS AND OBLIGATIONS OF THE FINANCIAL INSTITUTION

During the term of this Agreement, the Financial Institution shall:

- 1) Provide Ethio Telecom with the necessary Know Your Customer (KYC) documents (as stated in Annex 1) to get its telebirr account activated.



- 2) Prepare and submit the business proposal along with the required documentation, as directed by the Ministry, to use the fuel payment aggregator system.
- 3) Provide the assigned Fuel Aggregator system administrator and expert personnel to the Ministry officially.
- 4) Engage with system integration activities upon direction by the Ministry and make sure required fuel transaction information sent to Central Fuel payment aggregator system.
- 5) Onboard fuel stations and create/provide the required system of access.
- 6) Deliver the required Training for fuel stations regarding how to use the Fuel Aggregator system effectively.
- 7) Deposit a sufficient amount to cover the service fee of Ethio Telecom.
- 8) Be responsible for unsuccessful transactions resulting from insufficient balance in the Telebirr account.
- 9) Adhere to confidentiality and abstain from disclosure of fuel transaction and sensitive information of the parties to third parties without consent by the Ministry and or authorized body.
- 10) Provide all information in relation to the service provided, or for any charges, taxes or other duties relating to the transactions for the and service they provide to the Customer.
- 11) Promptly issue the customer with a receipt for each payment made after ensuring the notification about electronic money transaction (Both parties will get notification).
- 12) Provide first line customer service support to customers making fuel payment through the Financial Institution's payment channel using the Fuel Aggregator.

Article Seven: SERVICE CHARGE AND RANGE

The Financial Institution will pay facilitation fee of 0.25% for each fuel payments/transactions to Ethio telecom as per the decision and direction made by Fuel Steering Committee on the meeting held by date September 26, 2024.

Article Eight: CONFIDENTIALITY

- 1) All confidential information made available by one party or any of its affiliates to the other party or any of its affiliates shall be kept secret from third parties. No confidential information received may be supplied to a third party without the prior written permission of the other party hereto.
- 2) Each party undertakes and warrants that it will treat as confidential all information related to and received from the other party, which it acquires because of the operation of this agreement.



3) This Agreement does not prevent the disclosure of Confidential Information that a Party is required to disclose by law or to a regulatory authority. Provided that any Receiving Party, prior to such disclosure:

- i. Provides the disclosing party with adequate notice so that they have a fair chance to request a protective order or other suitable safeguard.
- ii. Provide commercially reasonable assistance to the Disclosing Party in seeking such protective order or otherwise prevent or restrict such disclosure; and
- iii. Limit such disclosure to the extent requested and required if such protective measures fail, in which case the Receiving Party will use reasonable endeavors to obtain written and reliable assurances from the applicable judicial or regulatory authority that it will afford confidential treatment to Confidential Information.

Article Nine: SUSPENSION

The Ministry may, with reasonable notice where practicable, suspend the availability of the service to Financial Institution wholly or partially for any valid reason, including without limitation, where:

- 1) The service is used in a manner contrary to the agreement among the Parties.
- 2) Investigations are contemplated or ongoing and the Ministry reasonably believes that suspension of the service is likely to facilitate the investigations.

Article Ten: ANTI-MONEY LAUNDERING (AML) AND COUNTER TERRORIST FINANCING (CTF)

The parties shall comply with all applicable anti-money laundering (AML) and counter terrorist financing (CTF) laws of the country, designed to prevent money laundering and terrorist financing.

Article Eleven: TAX AND SERVICE FEES

The parties shall be responsible to pay all governmental taxes, charges and fees in their respective service.

Article Twelve: DISPUTE RESOLUTIONS

- 1) Any dispute arising out of and or related to this agreement shall be settled by the parties amicably through negotiation.
- 2) If the parties fail to reach an agreement within one month, they have agreed to submit their cases only to the Federal Court in Ethiopia, where they are registered to perform this work.

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14

Article Thirteen: FORCE MAJEURE

The presence and absence of force majeure shall be determined by the relevant laws of Ethiopia. If force majeure continues for more than three months, each party is entitled to terminate this agreement with prior notice.

Article Fourteen: APPLICABLE LAW

This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation, execution, performance, and interpretation shall be governed by, and construed in accordance with, the laws of Federal Democratic Republic of Ethiopia.

Article Fifteen: AMENDMENT OF THE AGREEMENT

- 1) If it is necessary to amend this Agreement, the party wishing to amend the Agreement shall make a written request to the other party, specifying the part to be amended and the reason for the amendment.
- 2) If the party to the agreement who has been asked to agree to the amendment in accordance with Clause 15.1 above agrees to the amendment, they shall confirm their agreement to the amendment by signing and returning it.
- 3) The amended part of the Agreement shall be implemented as part of the original Agreement.
- 4) Any waiver, amendment or modification of any provision of this Agreement shall be effective only if it is made in writing and signed by a duly authorized representative of both parties.

Article Sixteen: TERMINATION

- 1) This Agreement may be terminated by mutual agreement among Ethio telecom, the Ministry and the Financial Institution at any time. The terms, timelines, and responsibilities pertaining to the termination process shall be documented in writing.
- 2) Any party wishing to terminate this Agreement may do so by providing the other Party with 30 consecutive days' written notice.
- 3) If either party breach a substantial term or obligation outlined in this Agreement, the non-breaching party must provide written notice of the breach. If the breaching party fails to correct the breach within 30 days from the date of notice, the non-breaching party retains the right to terminate this Agreement without prejudice to other available solutions.
- 4) Ethio telecom and or the Ministry shall not terminate the Agreement with unexplained or unjustified reason.

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- 5) The actions of the parties to the Agreement that were valid until the termination of the Agreement shall be enforceable.

Article Seventeen: BRAND AND PROMOTION

Ethio telecom, the Ministry, and the Financial Institution retain the right to advertise and promote the services provided through the fuel payment aggregator solution.

Article Eighteen: NOTICES

Any notice, request or consent required or permitted to be given or made pursuant to this Agreement shall be in writing.

Article Nineteen: TERM AND EFFECTIVE DATE

- 1) This Agreement shall be effective up on affixing of the signature of all Parties. Where the Parties affix their signature at different times, the later day shall be deemed to be the date of signature. If the date is not mentioned on the signature space, the date stated in the preamble of the Agreement is deemed to be the effective date of the Agreement.
- 2) This Agreement shall be effective for Five years from the effective date of the Agreement.
 - i. Before the expiry of the renewal period, all Parties may further agree with a written Agreement to renew the Agreement.



Annex 1:

FINANCIAL INSTITUTION ENGAGEMENT REQUIREMENTS

1. Renewed/ New Business license in any business
2. Taxpayer's Identification Certificate: Shall present TIN Number that shows eligibility to pay the required tax to the authority concerned.
3. Compliance requirement: Shall obey the rules and regulations set out by NBE and other government authorities and Ethio telecom business practices.
4. Proclamation / Regulation that established them
5. Financial institution account information: Financial Institution account information that will be used to transfer funds from the telecom account to Financial Institution's traditional Financial Institution account upon fund transfer as per the agreed period.



In witness, thereof the Parties hereto have caused this Agreement to be executed in accordance with the laws of Ethiopia.

Signed for and on behalf of The Ministry

Name: _____

Title: _____

Signature: [Signature] Date: _____

Signed for and on behalf of Ethio Telecom

Name: _____

Title: _____

Signature: [Signature] Date: Demetich-23

Signed for and on behalf of The Financial Institution

Name: Dargamani Kersachun

Title: D/CEO - Business & Digital Bank

Signature: [Signature] Date: _____

Witness on behalf of The Ministry

Name: Selmen Mohammed

Title: Fuel Subsidy Project Manager

Signature: [Signature] Date: _____

Witness on behalf of Ethio Telecom

Name: _____

Title: _____

Signature: [Signature] Date: 11/03/2025

Witness on behalf of The Financial Institution

Name: Fitsumbirhan Kelemwork

Title: Digital Project Manager

Signature: [Signature] Date: _____

