

# Tuma Hela Merchant/Service Provider Partnership Agreement

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## Tuma Hela Merchant/Service Provider Partnership Agreement Outline

This outline details the key sections and terms of the agreement between **Tuma Hela (The Platform)** and the **Merchant/Service Provider (The Partner)**.

## 1. Definitions and Interpretation

- **Tuma Hela (The Platform):** Refers to the global remittance and direct payment platform operated by Tuma Hela.
- **The Partner/Merchant:** Refers to the entity providing goods or services (e.g., school, hospital, landlord, retail shop) that has been verified and integrated into the Tuma Hela portal.
- **Diaspora User:** The Tuma Hela account holder abroad initiating the payment.
- **Designated Recipient:** The family member or loved one in Kenya benefiting from the service.
- **Direct Payment:** A payment initiated by the Diaspora User and remitted directly from the Platform to the Partner's verified bank account for a specific service or good.

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## 2. Scope of Agreement and Integration

- **Service Inclusion:** The Partner agrees to accept **Direct Payments** from Tuma Hela users for the specific services verified during the onboarding process (e.g., school fees, rent, verified construction milestones, Citizen Duka purchases).
- **Integration Method:** Specifies the agreed-upon technical method of integration (API, Merchant Portal, etc.).
- **Service Availability:** The Partner guarantees that the services being paid for are readily available and provided to the Designated Recipient upon successful payment confirmation from Tuma Hela.

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## 3. Financial Terms and Settlement

- **Transaction Fees (Service Fee):** The Partner agrees to pay a defined transaction fee/percentage per successful Direct Payment received through the Tuma Hela Platform.
  - *Draft Term:* The Partner shall pay a Service Fee equivalent to **1.5% - 3%** of the value of each successful Direct Payment.
- **Settlement Currency:** All payments will be settled in **Kenya Shillings (KES)**.
- **Settlement Schedule:** Defines the frequency and timeline for Tuma Hela to remit collected funds (net of Service Fees) to the Partner's verified bank account.
  - *Draft Term:* Settlement shall occur **Weekly** for all verified transactions processed during the preceding period.
- **Exchange Rate:** Clarification that the exchange rate is managed by Tuma Hela and applied at the time the Diaspora User initiates the payment, and the Partner receives the

KES amount net of fees.

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#### 4. Service Level Agreement (SLA)

- **Payment Confirmation:** Tuma Hela commits to providing the Partner with immediate electronic confirmation of payment upon successful processing.
  - **Service Provision Timeline:** The Partner commits to immediately or within **24 hours** of receiving Tuma Hela's payment confirmation, providing the service to the Designated Recipient (e.g., confirming fees paid, issuing a rent receipt, releasing goods).
  - **Refunds and Disputes:** Establishes the process for handling refunds. If a refund is necessary (e.g., service cancelled), the Partner must notify Tuma Hela immediately and process the refund via the Tuma Hela system to ensure the funds are returned to the Diaspora User's account.
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#### 5. Compliance and Security

- **KYC/KYB Requirements:** The Partner agrees to maintain the validity of all Know Your Customer (KYC) and Know Your Business (KYB) documentation submitted during onboarding and to update Tuma Hela immediately upon any change.
  - **Anti-Money Laundering (AML) & Counter-Terrorism Financing (CTF):** Both parties commit to adhering to all local and international AML/CTF regulations.
  - **Data Security:** The Partner shall not store or misuse any personal information of the Diaspora User or Designated Recipient obtained through the Tuma Hela platform. Both parties must comply with relevant data protection laws e.g., Kenya's Data Protection Act.
  - **Fraud Prevention:** The Partner agrees to cooperate fully with Tuma Hela in all matters related to investigating suspected fraudulent payments.
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#### 6. Termination and Governing Law

- **Term:** The agreement shall commence on the date of signing and shall continue indefinitely unless terminated by either party.
  - **Termination:** Either party may terminate the agreement with **30 days** written notice. Tuma Hela may terminate immediately if the Partner violates Section 5 (Compliance and Security) or fails to adhere to the SLA.
  - **Governing Law and Jurisdiction:** The agreement shall be governed by and construed in accordance with the laws of the **Republic of Kenya**. Any disputes shall be subject to the exclusive jurisdiction of the courts of Kenya.
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#### 7. Warranties and Indemnification

- **Partner Warranty:** The Partner warrants that they are duly authorized to conduct the business stated and that the services provided are legitimate and compliant with all

applicable laws.

- **Indemnification:** The Partner agrees to indemnify Tuma Hela against all losses, damages, or liabilities arising from any breach of this agreement, misrepresentation, or gross negligence by the Partner.