



MEMORANDUM OF UNDERSTANDING

****BETWEEN****

****AXETIPS Uganda**** (hereinafter referred to as “The Company”), a company duly registered under the laws of Uganda, with its principal place of business at Bwala Hill Plot 4 Kasoli Rd, Masaka city Uganda , and operating the website www.axetips.com,

****AND****

****[AGENT NAME/LEGAL ENTITY NAME]**** (hereinafter referred to as “The Agent”), [Agent Address/ID details], who has applied and been accepted into the Axe Pay Agent Program. ******(Collectively referred to as “The Parties”)******

PREAMBLE

This Memorandum of Understanding (MOU) sets forth the terms and understanding between Axetips and the Agent regarding the Agent’s participation in the Axe Pay Agent Program. The purpose of this program is to expand the reach of Axetips’ football prediction tips services by enabling Agents to onboard clients and facilitate credit top-ups for clients in a convenient and accessible manner. This MOU outlines the roles, responsibilities, compensation, and operational guidelines governing the relationship between The Company and The Agent.

1. PURPOSE OF THE MOU

The primary purpose of this MOU is to establish a clear framework for the collaboration between Axetips and the Agent, ensuring mutual understanding and commitment to the objectives of the Axe Pay Agent Program. This includes defining the scope of services to be provided by the Agent, the operational procedures, and the financial arrangements.

2. ROLES AND RESPONSIBILITIES

2.1. Responsibilities of Axetips (The Company)

Axetips shall be responsible for:

- Providing the Agent with access to the Axe Pay Agent Platform and necessary tools for client onboarding and credit top-ups.

- Crediting the Agent's account with the agreed-upon float/credit based on upfront payments received from the Agent.
- Providing comprehensive training materials and ongoing support to the Agent regarding the Axetips platform, football prediction tips, and the Axe Pay Agent Program operations.
- Ensuring the security and functionality of the Axe Pay Agent Platform.
- Processing client tip purchases and managing the prediction tip delivery system.
- Resolving technical issues related to the platform in a timely manner.
- Providing transparent reporting on Agent's float balance, transaction history, and earnings.
- Marketing and promoting the Axetips brand and services to attract potential clients.
- ****Digital Wallet System:**** Axetips shall provide and maintain a secure digital wallet system for Agents, enabling real-time tracking of float balance, transaction history, and accumulated earnings. This system will facilitate seamless top-ups and withdrawals for Agents.
- ****Automated Reconciliation:**** Axetips will implement automated systems for reconciliation of Agent floats and client top-ups to ensure accuracy and minimize discrepancies.
- ****Fraud Detection:**** Axetips will deploy and continuously improve fraud detection mechanisms to identify and mitigate suspicious activities within the Agent network.

2.2. Responsibilities of The Agent.

The Agent shall be responsible for:

- Actively onboarding new clients to the Axetips platform, assisting them with registration and understanding the services.
- Facilitating credit top-ups for clients by receiving cash payments from clients and using their pre-purchased float to credit the clients' Axetips accounts.
- Ensuring the accuracy of all client information and transaction details during onboarding and top-up processes.
- Adhering to all operational guidelines, procedures, and policies set forth by Axetips.
- Maintaining a professional and ethical conduct in all interactions with clients and representing the Axetips brand positively.
- Safeguarding their Axe Pay Agent account credentials and preventing unauthorized access.
- Promptly remitting upfront payments to Axetips to maintain sufficient float for client top-ups.
- Providing first-line support to clients regarding basic inquiries and escalating complex issues to Axetips support.

- Actively promoting Axetips services within their local community or network.
- Attending all mandatory training sessions and staying updated on product knowledge and program changes.
- Complying with all applicable local laws and regulations related to their activities as an Agent.
- ****Compliance with Digital Wallet Usage:**** The Agent shall utilize the provided digital wallet system in accordance with Axetips' guidelines and ensure all transactions are accurately recorded.
- ****Reporting Discrepancies:**** Agents are responsible for promptly reporting any discrepancies in their float balance or transaction history within 48 hours of discovery.

3. FINANCIAL TERMS AND COMPENSATION

3.1. Agent Float System

The Agent shall make upfront payments to Axetips, which will be converted into a credit balance (float) in the Agent's Axe Pay digital wallet. This float will be used exclusively by the Agent to top up client accounts. Axetips may introduce tiered float options, allowing Agents to purchase larger floats with potentially more favorable credit terms, as they establish a track record of reliability and performance.

3.2. Compensation Structure

For every UGX 10,000 (Ugandan Shillings Ten Thousand) upfront payment made by the Agent to Axetips, the Agent's account will be credited with UGX 13,000 (Ugandan Shillings Thirteen Thousand) worth of float. The difference of UGX 3,000 (Ugandan Shillings Three Thousand) represents the Agent's commission/earning for facilitating the transaction. This translates to a 30% margin on the Agent's upfront payment.

3.3. Payment Remittance

Agents shall remit upfront payments to Axetips through designated and secure payment channels as communicated by Axetips. Axetips will credit the Agent's account promptly upon successful receipt and verification of payment.

3.4. Reporting and Reconciliation

Axetips will provide the Agent with access to a dashboard or reporting system that displays their current float balance, transaction history, and accumulated earnings. Agents are responsible for regularly reconciling their records with Axetips' reports and reporting any discrepancies within [2] business days.

4. AGENT REQUIREMENTS AND VETTING

4.1. Eligibility

To be eligible for the Axe Pay Agent Program, individuals must:

- Be at least 18 years of age.
- Possess a mobile phone with reliable internet access.
- Demonstrate basic technological proficiency (tech-savvy).
- Have a foundational knowledge of football betting.
- Possess strong marketing and communication skills (preferred).

4.2. Application and Vetting Process

Prospective Agents must complete an online application form on the Axetips website, providing accurate biographical particulars and necessary identification documents. Axetips reserves the right to conduct comprehensive background checks, including but not limited to identity verification, financial history assessment (where applicable and legally permissible), and reference checks. Acceptance into the program is contingent upon successful completion of the vetting process and is at the sole discretion of Axetips. A probationary period of [e.g., 30 days] may be applied to new agents, during which lower float limits and closer monitoring will be in effect.

5. TRAINING AND SUPPORT

Axetips commits to providing comprehensive training to all accepted Agents. This training will cover:

- The Axetips platform functionality.
- Details of football prediction tips and subscription packages.
- Best practices for client onboarding and customer service.
- Fraud prevention and security protocols.
- Use of the Axe Pay Agent Platform.

Ongoing support will be provided through [e.g., dedicated chat support, email, FAQ section, online knowledge base].

6. TERM AND TERMINATION

6.1. Term

This MOU shall commence on the date of digital signing by both Parties and shall continue indefinitely unless terminated by either Party in accordance with the provisions herein.

6.2. Termination

Either Party may terminate this MOU by providing [6] days' written notice to the other Party. Axetips may terminate this MOU immediately without notice if the Agent:

- Engages in fraudulent or unethical conduct.
- Violates any terms or conditions of this MOU.
- Fails to meet performance expectations as mutually agreed upon.
- Engages in any activity that may harm the reputation or business of Axetips.

Upon termination, any remaining float balance in the Agent's account will be handled as follows: If termination is initiated by the Agent or by Axetips due to non-performance or breach of terms by the Agent, the remaining float may be subject to administrative fees or forfeiture, as determined by Axetips. If termination is initiated by Axetips for reasons other than Agent misconduct, the remaining float will be refunded to the Agent within [3] business days, less any outstanding liabilities. The Agent shall cease all activities related to the Axe Pay Agent Program immediately upon notification of termination.

7. CONFIDENTIALITY

The Agent agrees to keep all proprietary information, business strategies, client data, and operational details of Axetips confidential during and after the term of this MOU.

8. INDEMNIFICATION

The Agent agrees to indemnify and hold harmless Axetips from any claims, damages, or liabilities arising from the Agent's actions, omissions, or breaches of this MOU.

9. GOVERNING LAW AND DISPUTE RESOLUTION

This MOU shall be governed by and construed in accordance with the laws of Uganda. Any disputes arising out of or in connection with this MOU shall first be attempted to be resolved through good faith negotiations between the Parties. If a resolution cannot be reached, the dispute shall be submitted to [e.g., mediation, arbitration, courts of competent jurisdiction in Uganda].

10. AMENDMENTS

Any amendments or modifications to this MOU must be made in writing and signed by both Parties.

11. ENTIRE AGREEMENT

This MOU constitutes the entire understanding between Axetips and the Agent and supersedes all prior discussions, negotiations, and agreements, whether oral or written.

12. DATA PRIVACY AND PROTECTION

Both Parties agree to comply with all applicable data protection and privacy laws regarding the collection, processing, and storage of personal data of clients and Agents. Axetips will implement reasonable security measures to protect data within its systems. The Agent shall ensure the confidentiality and security of any client data they access or handle and shall not use such data for any purpose other than facilitating Axetips services.

13. MARKETING AND BRAND GUIDELINES

The Agent agrees to adhere to Axetips' marketing and brand guidelines when promoting services. All promotional materials used by the Agent must be approved by Axetips. The Agent shall not misrepresent Axetips' services or engage in any deceptive marketing practices.

****IN WITNESS WHEREOF,** the Parties have executed this Memorandum of Understanding digitally on this [Day] day of [Month], [Year].**

****FOR AXETIPS:**** _____

Chief Operations Officer.

****FOR THE AGENT:**** _____

[Agent Name]

[Agent ID/Signature]

ENDS
