



## MEMBERSHIP AGREEMENT

This Membership Agreement (“Agreement”) is between Rwanda Fintech Association (“Association”) and the undersigned applicant (“Member”). This Agreement includes and incorporates by reference (i) the provisions on the face of this Agreement, (ii) the attached Membership Agreement Terms and Conditions, (iii) the attached Guidelines of the Association as now in effect and as amended by the Association from time to time, and (iv) such rules and regulations as may be posted at the Association from time to time.

MEMBER INFORMATION		
NAME		
TIN or ID number		
E-MAIL		
ADDRESS		
CITY	DISTRICT	SECTOR
EMPLOYER		
MOBILE PHONE	WORK PHONE	
REPRESENTATIVE CONTACT	MOBILE PHONE	
MEMBERSHIP TYPE		
MEMBERSHIP TYPE { <b>BANK or FI/ REGULATOR/ MFI &amp; SACCO/ START-UP/ DEVELOPER / INVESTOR</b> }		
START DATE	COMMITMENT END DATE	
TODAY'S PAYMENT	PAYMENT TYPE	

### MEMBERSHIP AGREEMENT TERMS AND CONDITIONS

- MEMBERSHIP:** Your membership is a contractual privilege to participate in the Association activities, programs and events (collectively the “Association Activities”) offered from time to time by the Association to your type of membership or collectively. The Association reserves the absolute right

without notice to add, change or eliminate any Association Activities or membership types. Your membership does not entitle you to any interest or ownership in the Association or its property and confers no right to participate in the management or operation of the Association. The membership types, the amount of initiation fees, dues and other charges payable by the members, the suspension and termination of members, and all other matters affecting or relating to your membership shall be in the Association's sole discretion.

## 2. PAYMENTS:

- (a) **Membership Payments.** You agree to pay the initiation/annual fee rate set forth as per your category membership. Except as stated in this Agreement, all membership fees, dues and other payments are nonrefundable. You shall not be relieved of your obligations to make any such payments and no deduction or refund of dues shall be made for your failure to attend or use the Association Activities due to vacation, travel, or other personal commitments.
- (b) **Adjustment to Dues Rates and Other Fees.** Annual dues rates, charges and fees for services are subject to change, as deemed necessary by the Association. The Association may increase annual dues rates by providing you with a minimum of thirty (30) days written notice. If you have a twelve (12) month paid commitment, the Association will not change the annual dues rate during such initial twelve (12) month period.
- (c) **Service Charges and Late Fees.** If any payment to the Association, including by check, charge or bank draft, is not honored, or if your account is past due, the Association shall have the right to the following remedies, in addition to any other legal or equitable rights: (1) assess a service charge for each dishonored transaction and require reimbursement for cost collection; (2) assess a late fee of for all past due accounts; (3) collect the current and past due balance in any subsequent years; and/or (4) suspend or terminate this Agreement. The Association reserves the right to change these service fees and late fees at any time. All payment disputes must be submitted in writing to the Association within 30 days of the disputed charge, to the extent permitted by law. The Association may transfer this Agreement to a collection's agency, and you will be obligated to pay any collection and/or legal costs incurred by the Association in enforcing this Agreement.

## 3. CANCELLATION:

This agreement shall remain in effect until one or more of the following occur:

- a) Member fails to meet any requirements of membership.
- b) Agreement term lapses without further terms or agreements added.
- c) Company files for bankruptcy or ceases to do business.
- d) **Cancellation by Member.** You may cancel your membership at any time after the paid commitment period of this Agreement, by giving the Association thirty (30) days advance written notice. Such cancellation shall be ***deemed effective on the first day of the calendar year following the expiration of the 30-day notice period*** and all outstanding dues and charges have been paid to the Association.

You will remain liable for payment of dues and other charges for periods prior to the effective date of cancellation. If you prepaid your membership dues or other charges, and are eligible to cancel your membership before the end of the prepaid period, the Association will refund prepaid amounts only for unused membership time. Any amounts due by you will be deducted

from any refund due to you. If you cancel during your paid commitment period, you will remain responsible for paying dues for the remaining commitment period. Until you provide written notice of cancellation as stated above and make all outstanding payments, you will continue to be charged annual dues.

**Cancellation by the Association.** The Association may suspend or cancel your membership at any time for (1) failure to pay your annual dues and other charges when due; (2) any other breach of this Agreement; or (3) any violation of the Guidelines or other rules and regulations of the Association. The Association also has the right to cancel your membership at any time without cause. You will remain liable for payment of dues and other charges for periods prior to the effective date of cancellation. No refunds shall be made for membership dues and other charges except as specifically provided for in this Agreement. If your membership is terminated for cause, the Association reserves the right to retain the unused portion of any prepaid amounts made by you.

4. **GUIDELINES, RULES, AND REGULATIONS:** You agree to abide by the attached Association Guidelines, and all rules and regulations of the Association, as the same may be amended from time to time at the Association's sole discretion. Any member who, in the sole determination of the Association, violates the Association's Guidelines, rules or regulations, or is loud, offensive, uses profanity, harasses, is bothersome to other members, guests or employees or otherwise behaves in an inappropriate or unbecoming manner, may be suspended or terminated by the Association.
5. **INDEPENDENT CONTRACTORS:** From time to time the Association will make available to you the services of independent contractors. The Association does not warrant or guarantee the quality of these services and does not guarantee that these services will remain available to you for any period of time, and hereby disclaims all liability arising out of such services.
6. **SEVERABILITY.** If any provision or any part of any provision of this Agreement is held unenforceable, such provision or portion thereof, shall be severed from this Agreement, and such unenforceability shall not affect the other provisions of this Agreement.
7. **NOTICES:** Please remember to inform the Association of any address or payment changes. Any notice given under this Agreement, shall be considered delivered when mailed to your address listed on the front of this Agreement or as later changed by written notice to the Association. Any notice you send to the Association shall be considered delivered only when received by the Association.
8. **ASSIGNMENT:** The Association may assign this Agreement in its sole discretion. You may not assign this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns.
9. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes any discussions, offers, proposals, agreements or promises with respect thereto. This Agreement may be modified only by a written amendment signed by you and the Chairman of the Association. Employees are not authorized to make any independent agreement.
10. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the Republic of Rwanda. All actions arising under this Agreement shall be exclusively brought in a court in the Republic of Rwanda.
11. **ATTORNEYS' FEES.** If any action, suit, or other proceeding is brought relating to the enforcement or interpretation of this Agreement, the prevailing party shall recover all of such party's reasonable fees and expenses, including attorneys' fees and expenses incurred in connection with such action.

NOTICE TO MEMBER: DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES TO BE FILLED.

By signing below, you agree that you have read, understood and received a complete copy of this Agreement. You agree to be bound by the Membership Agreement Terms and Conditions, the Guidelines of the Association, and such rules and regulations as may be posted at the Association from time to time, all of which are incorporated by reference in this Agreement. This Agreement will become effective when signed by you and accepted by the Association.

<b><u>RWANDA FINTECH</u></b>	<b><u>MEMBER</u></b>
Name: _____	Name: _____
Signature _____	Signature _____
DATE _____	DATE _____
<u>Stamp</u>	Stamp