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MEMBERSHIP AGREEMENT AND UNDERTAKING

To be completed, signed and stamped by the Applicant Company

1. PREAMBLE

This Membership Agreement and Undertaking (hereinafter referred to as "the Agreement") is entered into by the company whose details are set out in Section 6 below (hereinafter referred to as "the Applicant") in favor of the Payment Service Providers Association (Uganda) (hereinafter referred to as "PSPA" or "the Association").

The Association was established by national payment system providers licensed by the Bank of Uganda, and its Constitution was duly registered with the Uganda Registration Services Bureau on 30 March 2022. The Association is also incorporated as a company limited by guarantee, without a share capital, pursuant to the Companies Act, 2012 (Act 1 of 2012) of the Laws of Uganda, and its Memorandum and Articles of Association were certified as a true copy by the Uganda Registration Services Bureau on 28 March 2024.

This Agreement is executed in compliance with Article 4.2(b)(I) of the Constitution of the Association and Article 5(a) of the Memorandum and Articles of Association, both of which require every applicant for membership to provide a signed and stamped acceptance of an agreement to abide by the governing documents of the Association.

2. BACKGROUND

2.1 The Association is a non-political forum for Payment Service Providers and Payment System Operators licensed by the Bank of Uganda, established to act as a single voice in representing the interests of its members, to promote co-operation and mutual goodwill within the national payments industry in Uganda, and to carry out such other objectives as are set out in Article 3.1 of the Constitution.

2.2 In accordance with Article 4.1(a) of the Constitution and Article 3 of the Memorandum and Articles of Association, eligibility for membership of the Association is restricted to companies

holding a valid licence issued by the Bank of Uganda to provide National Payment Services or to operate a National Payment System, pursuant to the National Payment Systems Act, 2020.

2.3 Pursuant to Article 4.2(a) of the Constitution and Article 4 of the Memorandum and Articles of Association, any company seeking admission as a Member of the Association shall make an application in writing to the Chairperson of the Association in the prescribed form.

2.4 This Agreement forms an integral part of that application and shall be duly signed and stamped by the Applicant before the application is presented to the Chairperson for review and subsequent consideration by the Executive Council.

3. MEMBERSHIP OBLIGATIONS

By executing this Agreement, the Applicant formally acknowledges and undertakes, as a condition of membership, to be bound by and to comply with all of the following obligations throughout the duration of its membership:

3.1 The Applicant shall, at all times, abide by, observe and give effect to the Constitution of the Association as registered on 30 March 2022, and all amendments thereto duly made in accordance with the provisions of that Constitution.

3.2 The Applicant shall, at all times, abide by, observe and give effect to the Memorandum and Articles of Association of the Association, as certified on 28 March 2024, and all amendments thereto duly made in accordance with the Companies Act, 2012.

3.3 The Applicant shall pay all annual membership charges as prescribed by the Executive Council from time to time, in accordance with Article 4.3 of the Constitution and Articles 10 to 18 of the Memorandum and Articles of Association. All invoices for membership charges shall be paid within thirty (30) days from the date of receipt.

3.4 The Applicant shall, at all times, maintain a valid licence issued by the Bank of Uganda authorizing it to provide National Payment Services or to operate a National Payment System, and shall promptly notify the Association of any suspension, variation or revocation of that licence. Failure to maintain such a licence shall render the Applicant ineligible for continued membership, as provided under Article 4.1(a) of the Constitution and Article 3 of the Memorandum and Articles of Association.

3.5 The Applicant shall, upon admission, register with the Chairperson of the Association its corporate or registered address in Uganda, and its telephone number and email address, as required under Article 4.2(h) of the Constitution and Article 8 of the Memorandum and Articles of Association.

The Applicant shall notify the Chairperson of any changes to such registered details not less than three (3) months before the change takes effect.

3.6 The Applicant shall, at all times, act in accordance with the Members' Code as set out in Article 6.8 of the Constitution, and shall work towards the interests and objectives of the Association in a manner consistent with the decisions ratified by the Executive Council and the General Body.

3.7 The Applicant acknowledges that membership of the Association is non-transferable, as provided under Article 9 of the Memorandum and Articles of Association, and that no rights, benefits or obligations of membership may be assigned or transferred to any other person or entity without the prior written approval of the Association.

3.8 The Applicant shall supply such information to the Association as may be stipulated by the Executive Council from time to time, in accordance with Article 4.2(b)(III) of the Constitution and Article 5(c) of the Memorandum and Articles of Association.

4. CONSEQUENCES OF BREACH

4.1 The Applicant acknowledges that the membership of any Member may be revoked by a simple majority of the Executive Council where the Executive Council has reason to believe that the Member is acting against the interest or objectives of the Association, or that its conduct is detrimental to, or has harmed or brought into disrepute, the Association. This is in accordance with Article 4.4 of the Constitution and Articles 27 to 31 of the Memorandum and Articles of Association.

4.2 Prior to any such revocation, the Member shall be given fifteen (15) days' notice in writing to present its point of view to the Executive Council. The Executive Council shall, within fifteen (15) days thereafter, take its decision on whether to revoke membership, which decision shall be final and binding.

4.3 A Member whose annual membership charges are in arrears for a period exceeding three (3) months from the date of invoice shall cease to be a Member of the Association, in accordance with Article 4.6(j) of the Constitution and Article 36 of the Memorandum and Articles of Association.

4.4 A Member whose Bank of Uganda licence has been revoked or suspended shall ipso facto cease to be a Member of the Association, as provided under Article 4.6(c) of the Constitution and Article 37 of the Memorandum and Articles of Association.

4.5 Any Member who ceases to be a Member shall, from that date, cease to hold the rights and privileges of membership and shall have no further claim against the Association, save as expressly provided in the Constitution or the Memorandum and Articles of Association.

5. ACKNOWLEDGEMENT OF TERMS

The Applicant hereby acknowledges and confirms that:

(a) It has read, understood and agrees to be bound by the Constitution of the Association (registered 30 March 2022) and the Memorandum and Articles of Association (certified 28 March 2024), copies of which are available on the PSPA website and have been made available to the Applicant prior to the execution of this Agreement;

(b) It has had the opportunity to seek independent legal advice in relation to the terms of this Agreement and the governing documents of the Association before executing this Agreement;

(c) It enters into this Agreement freely and voluntarily, with full knowledge of and consent to the obligations set out herein; and

(d) This Agreement shall be governed by and construed in accordance with the laws of Uganda.

6. EXECUTION BLOCK

IN WITNESS WHEREOF, the authorized representative of the Applicant has hereunto set his/her hand and affixed the official seal or stamp of the Applicant company on the date written below.

APPLICANT COMPANY DETAILS

Full Legal Name of Company:

_____

Company Registration Number:

_____

Registered Address in Uganda:

_____

Telephone Number:

_____

Email Address:

_____

Bank of Uganda Licence Number:

_____

Date of Licence:

_____

AUTHORISED SIGNATORY

Full Name of Signatory:

_____

Designation / Title:

_____

Signature:

_____

Date:

_____

OFFICIAL COMPANY STAMP / SEAL

FOR PSPA USE ONLY

Application Received By:

_____

Date Received:

_____

Executive Council Decision:

_____

Date of Decision:

_____

Chairperson Signature

_____