

# ECOCASH INDEMNITY AGREEMENT

This Indemnity agreement (the “Agreement”) made as of this.....day of  
.....20.....

BETWEEN

ZESA PENSION FUND  
(the “Indemnatee”)

AND

.....  
the “Pensioner”)

## **WHEREAS:**

- (a) The Indemnatee desires protection against any personal liability, claim, suit, action, loss or damage that may result from the use of Ecocash as a mode of payment to pay the Indemnatee’s pension money.
- (b) The Pensioner wishes to minimize any hardship the Indemnatee might suffer as the result of any personal liability, claim, suit, loss or damage that may result from the use of the Ecocash facility for pension payment.

IN CONSIDERATION of the foregoing and mutual understanding between the parties, it is agreed as follows:

## **DEFINITIONS**

- a. “Expenses” means all costs incurred in the defence of any claim or cession brought against the Indemnatee.
- b. “Parties” means both the Indemnatee and the Pensioner.
- c. “Party” means either Indemnatee or the Pensioner.
- d. “Third Party” means any person other than the Indemnifier and the Indemnatee.

## **INDEMNIFICATION**

The Pensioner agrees to hold harmless and indemnify the Indemnatee against any and all claims and actions arising out of the use of Ecocash as a mode of pension payment.

## **CO-OPERATION**

The Pensioner agrees to co-operate in good faith and use best efforts to ensure that the Indemnatee is indemnified and reimbursed for any expenses, judgments, settlements and other amounts actually and reasonably incurred in connection with the defence of any claim or action resulting from the use of ecocash.

## **DURATION**

The obligations and rights of the Indemnatee and Pensioner under this agreement will continue in perpetuity until terminated by an agreement in writing signed by both parties.

## **UNLIMITED INDEMNIFICATION**

Under this agreement, indemnification will be unlimited as to amount.

## **GOVERNING LAW**

This agreement will be governed by and construed in accordance with the laws of Zimbabwe and courts of Zimbabwe shall have jurisdiction over any dispute arising from this agreement

## **ECOCASH NUMBER**

The mobile number provided herein shall be the only number used for the purposes of pension payment. Any changes on the mobile number to which payment is to be made must be advised to the Indemnatee in writing.

## **WAIVER**

Any failure or delay by either party to exercise any right, power or privilege hereunder or to insist upon observance or performance by the other party of the provisions of this agreement shall not operate or be construed as a waiver thereof.

IN WITNESS WHEREOF the Indemnatee and Indemnifier have duly affixed their signatures under hand on this.....day of.....2019.

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## **INDEMNITEE**

(Represented by BRIGHT KONDO)

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## **PENSIONER**

ECOCASH PHONE NUMBER.....