

Agent Banking Registration Form



Account Number : BVN:
 Agent Code : _____ Account Name: _____
 Agent/Business Name: _____
 Office Address: _____
 State: _____ LGA: _____ Ward: _____
 Email Address: _____
 Mobile Phone: _____ Email Address: _____
 Agent Type: Sub: Sole: Super GPS Longitude _____ GPS Latitude _____

- | | | |
|--|---|---|
| Type of Business: | Business Type | Business Location: |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Retail Store | <input type="checkbox"/> Store Front |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Bar/Restaurant | <input type="checkbox"/> Office |
| <input type="checkbox"/> Public Liability Company | <input type="checkbox"/> Filling Station | <input type="checkbox"/> Home |
| <input type="checkbox"/> Others..... | <input type="checkbox"/> Other (specify)..... | <input type="checkbox"/> Other (specify)..... |

Date of Incorporation:	Date of Commencement of Business:	RC Number:	Number of Outlets:
Any prior relationship with any agent banking service provider? YES <input type="checkbox"/> NO <input type="checkbox"/> TIN: _____			

Contact Information

Name of Primary Contact Person: _____ Gender: F M
 Email Address: _____ Designation: _____ Mobile Number: _____
 Name of Secondary Contact Person: _____ Gender: F M
 Email Address: _____ Designation: _____ Mobile Number: _____
 Dedicated Merchant Name: _____ Nearest BusStop: _____
 Mobile Number: _____ Email Address: _____

Declaration: I declare that information provided on this form is true and accurate.

For Bank Use Only

[This is to confirm that the proposed agent has met the requirements]

Check the following documents are valid in the customers file. *(Please attach a copy).*

Documents Required	Checked	Waived	Documents Required	Checked	Waived
Proof of Address (Utility Bill)	<input type="checkbox"/>	<input type="checkbox"/>	TIN	<input type="checkbox"/>	<input type="checkbox"/>
Valid Means of Identification	<input type="checkbox"/>	<input type="checkbox"/>	Certificate of Incorporation	<input type="checkbox"/>	<input type="checkbox"/>
Passport Photograph	<input type="checkbox"/>	<input type="checkbox"/>	Memorandum and Article of Association	<input type="checkbox"/>	<input type="checkbox"/>

Name of Branch / RSM: _____ Processing Officer: _____
 Signature and Date: _____ Signature and Date: _____
 Branch Head: _____ Approval: _____
 Signature and Date: _____ Signature and Date: _____



AGENT ENGAGEMENT FORM

This is to confirm that you have been enabled on the Z-Money Agent Bank Platform of Zenith Bank Plc.

Please find below the various product names and limits for transactions and tick as appropriate.

- **Classic Agent (Single Transfer and Deposit Limit of N300,000)**
- **Bronze Agent (Single Transfer and Deposit Limit of N400,000)**
- **Silver Agent (Single Transfer and Deposit Limit of N500,000)**

Please note that it is mandatory for every Agent to open a total of 5 active accounts per day & transaction volume of 200 transactions per day. The services and fees to be earned include:

Service Type	Fee		Agent Share
	Tranx Amount	Tranx Fee	
Deposit / Transfer	1 - 5,000	50	60%
	5,001 - 20,000	100	60%
	Above 20,000	150	60%
Card Withdrawal and Card Transfers	1 - 1,000	50	60%
	1,001 - 10,000	100	60%
	10,001 - 15,000	150	60%
	15,001 - 20,000	180	60%
	Above 20,000	200	60%
Card-less Withdrawal	1 - 9,999	100	45%
	10,001 - 20,000	200	45%
Airtime	N/A	N/A	2.5% of transaction value
Bills Payment	N/A	100	N45
Account Opening	N/A	N/A	N300 a
Card Issuance	N/A	1000	N150
BVN	N/A	N/A	N100

Name: _____

Address: _____

Agent ID: _____ TID: _____

Signature: _____ Date: _____

Note: The Agent is not permitted to and shall not charge any fees outside the approved fees provided/stated by the bank for each transaction type and band. The bank reserves the right to retrieve Inactive/Dormant terminals from the agent's location within 2 weeks of deployment.

For Bank use only

Name of RSM _____ Name of Branch Head _____

Signature: _____ Signature _____

Date _____ Date: _____

DATA PRIVACY/CONSENT STATEMENT

Zenith Bank is committed to the highest data privacy standards at all times and will only use the personal information you have provided to register you as an agent. Please confirm your consent by signing below:

Signature

Date

You can withdraw your consent at any time by sending an email to dataprotectionoffice@zenithbank.com. To find out more about our privacy policy please visit www.zenithbank.com

AGENT ASSESSMENT FORM

1. Do you have an existing business for the last 12 months? Yes No
2. Do you currently have a non-performing loan with any financial institution within the last 12 months? Yes No
3. Do you have the appropriate infrastructure such as a shop/store and human resources to perform agent banking services?
Yes No

I/We ascertain that the information stated above is certified true.

Name and Signature of Authorized Signatory _____

Name and Signature of RSM _____

Terms and Conditions for ZMoney Agents

THIS MOBILE PAYMENT AGENT AGREEMENT is made this.....day of, 20..... BETWEEN: Zenith Bank PLC of Plot 84 Ajose Adeogun Street, Victoria Island Lagos (hereinafter referred to as "Zmoney" or "Zenith") of the one part

AND

..... of [pls insert address.....] (hereinafter referred to as the "Agent") of the other part. ("Zmoney" and the "Agent" are hereinafter jointly referred to as "Parties" and each a "Party")

RECITALS

- a) Zenith is licensed by the Central Bank of Nigeria to provide Mobile Money Services (as hereinafter defined) in Nigeria.
- b) Zenith is desirous of engaging the services of agents to provide Agency Services (as hereinafter defined) in connection with the provision of Mobile Money Services to its customers.
- c) The Agent has agreed to provide the Agency Services on behalf of Zenith on an exclusive basis subject to the terms of this Agreement.
- d) In furtherance of the above, the Parties have agreed to enter into this Agreement, for the purpose of articulating the terms and conditions that will govern the provision of the Agency Services

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 The defined terms used in this Agreement (including the Recitals) shall have the meanings specified
 - 1.1.1 "Agency Services" means the services to be provided by the Agent in accordance with the terms of this Agreement and more specifically detailed in Appendix hereto.
 - 1.1.2 "Agreement" means this Mobile Payment Agent Agreement.
 - 1.1.3 "Business Day" means a day (other than a Saturday, Sunday or public holiday declared by the Federal Government of Nigeria) on which banks in Nigeria are open for business
 - 1.1.4 "Cash-in" means the process through which a customer deposits money into his Customer Account;
 - 1.1.5 "Cash-out" means the process through which a Customer withdraws money from his Customer Account;
 - 1.1.6 "CBN" means Central Bank of Nigeria.
 - 1.1.7 "CBN License" means the license issued to Zenith Bank PLC by the CBN for the provision and operation of Mobile Money Services in Nigeria.
 - 1.1.8 "CBN Regulations" means the Regulatory Framework for Mobile Payments Services in Nigeria issued by the CBN, including but not limited to any amendments there to, as may be published by the CBN from time to time.
 - 1.1.9 "Confidential Information" means:
 - a. any information relating to Zmoney, or any of its Customers, received or held by the Agent (which has been transferred disclosed or obtained orally, visually, electronically or by any other means) in connection with the Agency Services and includes, without limitation, personal information concerning the Customer's Mobile Money Account, the Customer's transaction information and details and all other information acquired by the Agent in connection with this Agreement or the performance of the Agency Services; and/or
 - b. All information received by the Agent in connection with the installation, use, operation and maintenance of any system or materials provided by Zmoney in connection with the Mobile Money Service
 - 1.1.10 "Customer" means any person who has subscribed or registered for the use of the Zmoney services.

- 1.1.11 "Customer Account" means an electronic account in which E-Money held by a Customer from time to time is stored, and which is accessible from a Mobile Equipment.
- 1.1.12 "E-Money" or "E-Float" means the electronic money issued by Zmoney representing an entitlement to an equivalent amount of cash held by Zmoney in respect of the purchase of such electronic value.
- 1.1.13 "Zmoney Equipment" means all facilities, information, documentation including hardware, software and other resources provided to the Agent by Zmoney in connection with the installation, use, operation, modification, support and maintenance of any system or materials required for the Mobile Money Services and the provision of the Agency Services and includes the Zmoney Software.
- 1.1.14 "Zmoney Services" or "Mobile Money Services" or "MMS" means the mobile payment solution provided by Zmoney for the transfer and receipt of E-Money between Customers without necessarily having a bank account.
- 1.1.15 "Zmoney Software" means the software required to be downloaded to Customers' Mobile Equipment to access the Zmoney Services.
- 1.1.16 "Intellectual Property Rights" means all copyright and rights in the nature of copyright, trademarks (including all goodwill in them) and domain names, registrations and applications for registration of any of the above, moral rights, know-how, confidential information, and any other intellectual or industrial property rights, whether now known or in the future arising.
- 1.1.17 "Mobile Equipment" means a Customer's mobile phone and SIM Card or other equipment which when used together allows access to the Zmoney Services.
- 1.1.18 "Partner Bank" means Zenith Bank Plc, being the bank in which the equivalent amount of cash representing the E-Money is deposited.
- 1.1.19 "Service Point" means the office of the Agent to be used in connection with the provision of the Agency Services.
- 1.1.20 "SIM Card" means the subscriber identity module which when used with the appropriate Mobile Equipment enables Customer to use the Zmoney Services.
- 1.1.21 "Term" means the "Initial Term" and the "Renewal Term" as both defined in Clause 3 hereof.
- 1.1.22 "Transaction" means any cash-in or cash-out payment carried out by a Customer through the Mobile Money Services platform.
- 1.2 Reference to:
- a. A person includes a legal or natural person, partnership, trust, company, government or local authority department or other body (whether corporate or unincorporated);
 - b. A statutory or regulatory body shall include its successors and any substituted body;
 - c. An individual includes, where appropriate, his personal representatives;
 - d. The singular includes the plural and vice versa; and
 - e. One gender includes all genders.
- 1.3 Unless otherwise stated, a reference to a clause, sub-clause or appendix is a reference to a clause or sub-clause of, or appendix to, this Agreement and a reference to this Agreement includes its Appendixe.
- 1.4 Clause headings in this Agreement and in the Appendix are for ease of reference only and do not affect the construction of this Agreement or its Appendix.

2. APPOINTMENT AS AGENT

- 2.1 Subject to the terms and conditions of this Agreement, Zmoney here by appoints the Agent as a non-exclusive, authorized independent contractor for the provision of the Agency Services.
- 2.2 Further to the appointment in Clause 2.1, Agent hereby accepts the appointment and shall provide the Agency Services to Customers in accordance with this Agreement.
- 2.3 Notwithstanding anything contained in this Agreement, it is agreed and understood that the employees, subcontractors, sub-agents, consultants or other representatives of the Agent are not and shall not be deemed to be employees of Zmoney and Agent assumes full responsibility for their acts and for their supervision, daily direction and control in connection with the provision of the Agency Services and shall be liable to the Operator in this regard.

3. TERM

- 2.4 This Agreement shall commence from the date of execution by the Party signing last ("Effective Date") and shall save terminated in accordance with the terms hereof subsist for an initial period of one (1) year (the "Initial Term").
- 2.5 Upon the expiration of the Initial Term and unless otherwise terminated pursuant to Clause 12 hereof, this Agreement shall be automatically renewed for successive one (1) year periods ("Renewal Term").

4. OBLIGATIONS OF THE AGENT

- 2.6 The Agent shall at all times during the subsistence of this Agreement perform the Agency Services on behalf of Zmoney on an exclusive basis.
- 2.7 The Agent shall, in the performance of the Agency Services:
- 2.7.1 Ensure that the Service Point remains open for rendering the Agency Services during normal business hours on all Business Days;
- 2.7.2 Maintain adequate, suitable and sufficiently staffed Service Point as are necessary to ensure the efficient and timely performance of the Agency Services;
- 2.7.3 At its own cost, cause staff at Service Point to receive training in respect of the operation of the MMS and efficient performance of the Agency Services;
- 2.7.4 grant access to the authorized representatives of Zmoney during regular business hours, to audit any one or more of the Service Points and the performance of the Agency Services;
- 2.7.5 At its own cost and expense to prepare, maintain and retain in electronic or other format acceptable to Zmoney and for a period of five (5) years after expiration or termination of this Agreement, accurate and current books and records applicable to the Agency Services including, without limitation, service and repair records, quality documentation, the date, names and contact information of Customers (individually and collectively called "Records").
- 2.7.6 permit designated representatives of Zmoney, at all reasonable times during normal business hours and upon prior notice, to audit, inspect, and copy the Records;
- 2.7.7 Promptly provide, upon Zmoney's direction, any Records in a format as may be requested by Zmoney;
- 2.7.8 Serve as Zmoney's liaison and promptly handle, in coordination with Zmoney, as Zmoney deems appropriate and may direct, all inquiries, orders and complaints that Agent receives from Zmoney's Customers regarding the MMS, including complaints regarding Agent's performance of the Agency Services;
- 2.7.9 Cooperate and use its best efforts to assist Zmoney in the dissemination without limitation, any MMS safety alerts, technical service bulletins, etc. to Zmoney Customers, should they arise, or any other information as may be requested by Zmoney;
- 2.7.10 procure and at all times maintain at its own cost and expense, without limitation, all current and future required licenses, permits and governmental approvals as applicable to enable Agent, its Service Points and its employees to lawfully comply with its obligations under this Agreement;
- 2.7.11 Comply with the CBN Regulations and any applicable laws;
- 2.7.12 Comply with such transaction limits and restriction(s) in the Agency Services as may be prescribed by Zmoney from time to time;
- 2.7.13 use the Zmoney Equipment solely in connection with operating and offering of the Agency Services;
- 2.7.14 Not utilize or allow unauthorized personnel to offer the Agency Services or otherwise assist in the performance of this Agreement (whether directly or otherwise);
- 2.7.15 ensure that it does not discriminate against any Customer and must honor all valid Transactions, provided that such transaction is not illegal or appear suspicious;
- 2.7.16 prominently and unequivocally display branding and advertising materials provided by Zmoney at its Service Points and ensure same is visible to the general public and shall on no condition generate Zmoney branding and advertising materials on its own except with Zmoney's consent.

5. OBLIGATIONS OF ZENITH

Zenith shall during the subsistence of this Agreement:

- a) From time to time provide guidelines in respect of the Agency Services including but not limited to procedures, rules, specifications, limits and restrictions;
- b) Provide the requisite training to the Agent and its personnel (at the cost of the Agent) to enable the Agent provide the Agency Services;
- c) make the Zmoney Equipment available to the Agent;
- d) provide the Agent with Customer registration forms and other documents required to effectively perform the Agency Services;
- e) Notify Agent of any communication between it and CBN relating to the Agency Services or of any CBN regulations or directives relating thereto;
- f) Remit payments which are due in favour of the Agent as agreed herein

6. AGENCY FEES

- 2.8 In consideration of the Agency Services, Zmoney shall pay a commission to the Agent as may be determined by Zmoney from time to time for every customer registered at the Agent's service point.
- 2.9 The commission payable pursuant to clause 6.1 shall be credited to the Agent's account with Zenith when the customer newly registered performs the first transaction.
- 2.10 Without prejudice to the commission payable pursuant to clause 6.1, Zmoney shall pay the Agent an additional fee as may be determined by Zmoney on every valid cash transaction (cash loading and cash out) performed at the Service Point by a Customer.
- 2.11 The fee prescribed in clause 6.3 shall be credited to the Agent's Account at the time each transaction is performed but in any case no later than ten (10) Business Days following such transaction.
- 2.12 Save as specified in Clause 6.1-6.4, it is hereby agreed between the Parties that the Agent and its personnel shall have no other claims from or against Zmoney for commissions, salaries or other items of expense in relation to the Agency Services or anything done pursuant to this Agreement.

REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants, as of the Effective Date, to the other Party that:

- a. It has full power and authority to enter into, and perform its obligations under, this Agreement;
- b. There are no conditions, events, occurrences or other circumstances that might materially adversely affect its ability to carry out its obligations under this Agreement;
- c. Its execution and performance of this Agreement will not contravene any provision of, or constitute a default under, any law, its constitutional documents or other agreement to which it is a party; and
- d. It has the financial capability, technical competence and good standing to perform its obligations under this Agreement

7. INSURANCE

- 2.13 Each of the Parties shall maintain insurance policies as may be required by law in connection with their respective businesses.
- 2.14 Zmoney may from time to time require the Agent to maintain insurance policies stating **Zenith Bank Plc** as beneficiary or first loss payee and the Agent shall upon request by Zmoney make available of such policies for inspection not later than seven (7) business days from the date of request by Zmoney.

8. INDEMNIFICATION

- 2.15 Each Party will indemnify the other Party, its officers, directors, agents and employees and hold them harmless from and against all direct liabilities, losses, costs and damages (including without limitation court costs and reasonable attorneys' fees) that the indemnified Party or any of its officers, directors or employees incur or suffer as a result of breach of obligations of the indemnifying party, death, bodily injury and/or damage to tangible personal property, to the extent
- a) Arising under or related to this Agreement, and
 - b) Caused by the negligence or willful misconduct of the indemnifying Party or its employees or agent or breach of this Agreement by the indemnifying Party.
- 2.16 Notwithstanding anything to the contrary contained in this Clause 9 or elsewhere in this Agreement, Agent understands and agrees that Zmoney shall have no obligation to indemnify Agent under this Agreement if Agent
- a) Performs services outside the scope of the Agency Services, or
 - b) Continues to perform the Agency Services despite the expiration or termination of this Agreement.

9. CONFIDENTIALITY

- 2.17 Agent agrees that it will use all Confidential Information only to further the performance of the Agency Services, and for no other purpose.
- 2.18 Agent shall disclose Confidential Information only to those of its employees, representatives or agents (who are bound to confidentiality as part of their employment or engagement with Agent or who shall have separately agreed in writing to be bound by these confidentiality terms) that have a need to know the Confidential Information in relation to the performance of this Agreement.
- 2.19 Except as provided above, Agent agrees that during the Term and for a period of five (5) years after the termination or expiration of this Agreement, it will not disclose Confidential Information to any other person or entity without the express, prior written consent of Zmoney.
- 2.20 Agent agrees that it will protect Zmoney Confidential Information with the same degree of care as it uses to protect its own confidential information (which shall not be less than reasonable care).
- 2.21 The foregoing confidentiality obligations shall survive expiration or termination of this Agreement and shall remain binding on the Agent and its affiliates, successors and assign for the period identified herein with the exception, however, of Confidential Information that becomes part of the public domain without fault of Agent, or any employee, agent, or representative of Agent.

10. INTELLECTUAL PROPERTY RIGHTS

- 2.22 The ownership of all Intellectual Property Rights in the Zmoney Equipment shall, at all times, be and remain vested in Zmoney. Agent shall not itself, directly or indirectly, or through or in connection with any parent, subsidiary, affiliate, agent or other third party or person copy, modify, revise, create, decompile, disassemble, re-program, reverse, engineer or otherwise deal with the Zmoney Equipment or, in whole or in part, write or develop any derivative software or any other software program based upon the Zmoney Equipment, or related information or permit use of the Zmoney Equipment by any third party or entity without Zmoney's prior written consent.
- 2.23 During the Term, Zmoney grants Agent a non-exclusive, limited, non-transferable, non-assignable right to identify itself as a "ZMONEY" Authorized Agent".
- 2.24 No other right or license is granted to Agent for the use of any other Zmoney trademarks or trade names or any variant thereof or any other variant of the Authorized Marks, other trade name or trademark used or owned by Zmoney or its parent or associated companies without the express written permission of Zmoney.
- 2.25 Agent acknowledges and agrees that, except as expressly provided in this Agreement or otherwise expressly provided by Zmoney in writing,
- I. it has no rights or interest of any kind in or to any Zmoney associated companies, and
 - II. It will not assert any rights or interest in any of the associated companies or other proprietary data of Zmoney by virtue of the rights granted to Agent under this Agreement.
- 2.26 All rights arising from Agent's use of the associated companies (as part of its Agency Services) shall inure to the sole benefit of Zmoney.

- 2.27 Agent shall not register the Zmoney or its associated company names, or other similar designations with any governmental body or register any variant thereof as a domain name, or as part of Agent's business name, or as user or seller name on Twitter, Ebay, Facebook, or any other current or future media or format available on the Internet.
- 2.28 To the extent required to preserve Zmoney's rights, and at Zmoney's request, Agent shall execute such registered User Agreements or other documents that may be necessary or desirable by Zmoney to protect its associated companies.
- 2.29 Agent shall use only Zmoney provided artwork of its associated companies (hereinafter individually and collectively "Artwork") only in the manner permitted or authorized by Zmoney in writing. Additionally, Zmoney may provide access to such Artwork electronically (including its website) or otherwise; provided, however, that Agent agrees in advance with the terms and conditions of usage of Zmoney associates or Authorized Mark, which may change from time to time without prior notice from Zmoney. Agent shall not provide Artwork obtained or accessed from Zmoney to any third party.

11. TERMINATION

- 2.30 Zmoney shall have the right to terminate this Agreement immediately by giving written notice to Agent if, at any time:
- a. Agent becomes insolvent, is adjudged bankrupt, files or has filed against it a petition under any of the provisions of bankruptcy or other laws relating to insolvency, or if a receiver or administrative receiver is appointed for its business or property, or Agent makes an assignment for the benefit of creditors, attempts to assign this Agreement without written consent of Zmoney, ceases or threatens to cease to carry on its business, passes a resolution for winding up or, in the sole judgment of Zmoney, suffers a material impairment of its credit;
 - b. there shall have occurred a change of control in the ownership of the Agent capable of adversely affecting performance of Agent's obligations under this Agreement;
 - c. Agent breaches any one or more of the obligations in Clause 4; or
 - d. Default is made by Agent under any other agreement it has with Zmoney.
- 2.31 Notwithstanding anything contained herein to the contrary, if Agent has breached any provision of this Agreement and been given two (2) business days to cure such breach and such period expires without the breach cured, Zmoney may immediately terminate this Agreement without providing any additional notice or opportunity to cure.
- 2.32 Except as provided otherwise in Section 12.1 above, Zmoney may immediately and without any recourse to the Agent terminate this Agreement if the Agent (i) carries out Fraud or upon continuous failure or negligence in the performance of the Agency Services (ii) markets mobile payment solutions operated by others; (iv) fails to abide by transaction limit or restriction set by Zmoney or (iv) fails for any reason to
- a. Carry on its business in the ordinary course; or
 - b. For ten (10) consecutive Business Days fails to keep its Service Points open during and for not less than the hours customary in the Agent's area without prior notice to Zmoney.
- 2.33 Immediately upon the expiration or termination of this Agreement for any reason, and notwithstanding any claim by Agent that termination is wrongful, Agent shall:
- (a) Cease to use the "Authorized Mark" including, without limitation, removing all signage from the exterior and interior of its building or premises that include the Authorized Mark;
 - (b) Take all necessary steps to change its listing in telephone directories, website(s), and do all other acts necessary to remove any other identification of Agent as a provider of the Agency Services;
 - (c) deliver to Zmoney all banners, signs, samples, price lists, sales promotion materials and any other materials for the MMS in Agent's possession that were furnished by Zmoney to Agent; and
 - (d) supply Zmoney with such information regarding Customers as is reasonably necessary for Zmoney to assume or transfer, following expiration or termination of this Agreement, service and support responsibilities with respect to the Agency Services performed by Agent under this Agreement.
- 2.34 Further, upon expiration or termination, Agent shall refrain from taking any action that could indicate that Agent is acting as a "Zmoney Authorized Agent".
- 2.35 The Parties agree that any business relations between Zmoney and Agent after the expiration or termination of this Agreement for the Agency Services shall not operate as an extension or renewal of this Agreement.
- 2.36 Nevertheless, Agent's obligations under clauses 10 (Confidentiality) and 11 (Intellectual Property) excluding 11.2 of this Agreement shall survive the expiration or termination of this Agreement.

2.37 ZMONEY SHALL NOT BE LIABLE TO AGENT FOR DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING LOST PROFITS, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, BECAUSE OF THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH THIS CLAUSE 12.

2.38 Agent shall not be entitled to any payments in the nature of termination indemnities including without limitation, loss of goodwill, prospective profits or anticipated orders, or on account of any expenditures, investments, leases or commitments made by Zmoney or Agent, or for any other reason whatsoever based upon or growing out of such termination and Zmoney shall be entitled to set off against funds due to the Agent in the event of payments including indemnification due to Zmoney.

2.39 Agent hereby expressly waives any special, additional or statutory compensation or claim for damages, indemnities, or penalties to which it may be entitled because of the expiration or termination of this Agreement, with or without cause. Agent acknowledges and agrees that it shall earn compensation solely because of its performance of Agency Services.

2.40 Agent further acknowledges and agrees that it has no expectation and has received no assurances, representations or warranties that its business relationship with Zmoney will continue beyond the stated term of this Agreement or its earlier termination, or that any investment by Agent to become and have the right to perform the Agency Services, including any investment in the MMS, will be recovered or recouped, or that Agent shall obtain any anticipated amount of profits or have any business success by virtue of this Agreement or Agent's sale and performance of the Agency Services.

2.41

12. FORCE MAJEURE

2.42 Neither Party shall be liable for failure to perform any obligation under this Agreement if the failure is caused by war, terrorist actions directly affecting a Party, insurrection, riot, fire, explosion, flood, strike, lock-out, injunction, acts or regulations of national or local governments, or act of God, or any other cause not attributable to and beyond the reasonable control of the Party and which such Party could not have reasonably foreseen, avoided or overcome.

2.43 The Party claiming relief pursuant to this Clause shall promptly notify the other Party in writing of the facts indicating the existence of force majeure conditions and the relief claimed. The Parties agree to use their best efforts to overcome such conditions. Such conditions shall not relieve any Party of its obligation to perform any part of this Agreement at such time and to such extent as may be possible subsequent to the occurrence thereof and within reasonable time thereafter. Should such conditions continue unabated, despite a Party's best efforts to overcome them for three (3) weeks from the date of notice given pursuant hereto, then the Party receiving such notice shall have the option to terminate this Agreement without liability to the other Party for the consequences of such termination.

13. ASSIGNMENT

14.1 Zmoney reserves the right to assign, delegate, sub-contract or otherwise transfer any or all of its rights and obligations under this Agreement, upon written notice to the Super-Agent.

14.2 The Agent shall not assign, delegate, sub-contractor otherwise transfer any or all of its rights and obligations under this Agreement without the prior written consent of the Operator

14. NOTICE

2.44 Any notice in connection with this Agreement shall be in writing in English and delivered by hand, registered post, email or by courier using an internationally recognized courier company. A notice shall be effective upon receipt and shall be deemed to have been received

i. At the time of delivery, if delivered by hand, registered post or by courier or

ii. At the time of transmission if delivered by email provided that in either case, where delivery occurs outside working hours, notice shall be deemed to have been received at the start of working hours on the next following Business Day. For the purposes of this Clause "business hours" means between the hours of 8 a.m. and 5 p.m. Inclusive, Lagos time.

2.45 The addresses of the parties for the purpose of clause 14.1 are:

If to Zmoney:
Zenith Bank Plc
Plot 87, Ajose Adeogun Street, Victoria Island, Lagos
Attention: The Head, Retail Banking
If to Agent

15. WAIVER

Waiver by a Party of a breach of a term of this Agreement, or of a default under it, does not constitute a waiver of another breach or default nor affect the other terms of this Agreement.

16. INVALIDITY

If a provision of this Agreement is held to be illegal or unenforceable, in whole or in part, under an enactment or rule of law, it shall to that extent be deemed not to form part of this Agreement and the enforceability of the remainder of this Agreement shall not be affected.

17. GOVERNING LAW

The provisions of this Agreement shall be governed by and construed in accordance with the Laws of the Federal Republic of Nigeria.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be in the manner below, on the day and year first above written

The COMMON SEAL of the within-named Agent [] was hereunto affixed In the presence of:

DIRECTOR

SECRETARY

Signed, sealed and delivered by the authorized representatives of Zenith Bank PLC.

Signature: _____

Name: _____

Designation: _____

Date _____

In the presence of

Witness Name: _____

Signature: _____

Address: _____

Occupation: _____

APPENDIX
[AGENCY SERVICES]

The Agency Services to be rendered by the Agent shall entail the following:

1. Registration of Customers

The registration of Customers for Zmoney Services at its Service Points by:

- a. obtaining duly completed registration forms containing Customer's personal information such as name, address, email, telephone number, date of birth;
- b. Entering the Customer's personal information on the Operator User Application on its designated phone, and confirm this information with their PIN number;
- c. Installation of the Zmoney Software on the Customer's Mobile Equipment and ensuring same is working at the time of registration;
- d. Collection of documentation sufficient to prove such customer's identity including utility bills, international passport, driving license etc. and such other information as may be required by Zmoney, from time to time.

2. Transaction Services

2.1 The Agent shall open and maintain a current account with Partner Bank ("Zmoney Agent Account") for purposes of the Agency Services;

2.2 The Agent shall assist Customers desirous of effecting Transactions through the Mobile Money Services, including:

- a. effect all valid request by Customers desiring to effect Cash-in or Cash-out Transactions from their Customer Accounts ;
- b. maintain minimum cash of not less than Two Hundred Thousand Naira [N200,000] at each Service Points to enable customer effect Cash-out transactions;
- c. Ensure that all cash deposits are promptly deposited into the Zmoney Agent Account not later than 4pm every Business Day;
- d. Ensure confirmation of Transactions on the Customer's Account as they occur;

2.3 The Agent shall only conduct Transactions within the stipulated thresholds as may be notified by Zmoney from time to time.

2.4 Super Agent shall not engage in a cash Transaction request or complete a cash Transaction request where Operator has electronically unauthorized such Transaction, or there is a loss of service in the mobile phone or where the agent or Customer has not been identified as a registered user. The Agent shall promptly report any Transaction that it deems suspicious to Zmoney

3. Customer Assistance

- a. The Agent shall be responsible for the education and orientation of Customers as to the use of the Zmoney Services.
- b. The Agent shall assist any agent and Customer who encounters a problem with a Transaction on its Account and may contact Zmoney promptly for enquiries.