

CORPORATE I-BANK TERMS AND CONDITIONS

By applying for the use of the Bank's Corporate ibank Product, the Customer hereby agrees to the following terms and conditions:

1. OBLIGATIONS OF THE BANK:

- i. to provide the customer with such services as listed in the attached document referred to as annexure a.
- ii. to provide the customer with the beneficiary and payment file format for the preparation of the payment schedules and a sample of a prepared payment schedule;
- iii. to ensure that all payment schedules received will be processed immediately with same day value for zenith beneficiaries and 24 hours value for non-zenith beneficiaries.
- iv. to provide a report which the customer can view in event of problems with the payment schedule within twenty-four hours from the time the event occurs;
- v. to ensure that all payments are executed by the effective payment date or dates indicated by the Customer in the Customer's payment file;
- vi. to provide the Customer with status report, which may be by electronic means or otherwise, showing details of all payments made by the Bank on behalf of the Customer;

2. OBLIGATIONS OF THE CUSTOMER:

- I. to provide the Bank with every information required by the bank to effectively make payments;
- li. to adhere strictly to the beneficiary and payment file formats provided by the Bank in preparing the beneficiary and payment schedules;
- lii. to ensure that the application and user forms forwarded by the Customer is in line with the Customer's account mandate with the Bank;
- lv. to ensure that the payment schedule or file is sent to the Bank by only authorized users of the system. All security details such as passwords, PINS and access codes must not be shared with anyone else;
- V. to provide at least one member of staff to be nominated as product owner and thoroughly trained by the Bank to provide the first line of support for all enquiries to be made by the customer.
- Vi. to pay the relevant fees and expenses as listed in the attached document referred to Annexure B.
- Vii. to ensure appropriate signatories are set up to approve payments in accordance with the bank account mandate. This mandate will not be subjected to telephone, email or any other manual confirmation by the bank before transactions are completed.

3. INDEMNITY AND RELEASE CLAUSE

The Customer shall indemnify and keep the Bank fully indemnified against all claims, demands, liabilities, actions, proceedings, losses, costs, (including reasonable attorney's fees and costs) which may be incurred by the Bank arising out of or in connection with the execution of the Customer's instructions to make payments and the performance of the obligations contemplated under this transaction.

4. ARBITRATION

The Customer and the Bank shall use their best efforts to amicably settle all disputes arising out of or in connection with the performance or interpretation of this Terms and Conditions. Any dispute or differences arising out of the construction, interpretation or performance of the obligations created under this business relationship which cannot be settled amicably within one (1) month after receipt by a party of the other party's request for such amicable settlement may be referred to a single arbitrator to be appointed in accordance with the Arbitration and Conciliation Act. Cap. A18, Laws of Federation of Nigeria 2004.

5. FORCE MAJEURE

The Customer and the Bank agree that there shall attach no liability any inability to carry out any obligations under this Terms and Conditions if is attributable to an event of force majeure including but not limited to systems downtime, server failure, civil commotion, strikes or lock outs, war, flood, insurrection and other acts of God PROVIDED however that where an event of force majeure subsists for more than One (1) month the party affected by such force majeure event shall be deemed to have voluntarily excused itself from the transaction contemplated by this Agreement.

6. GOVERNING LAW

This Terms and Conditions shall be governed and construed in accordance with the laws of the Federal Republic of Nigeria in force from time to time.

Having read and understood the provisions of this Terms and Conditions, I/we hereby append my/our signature(s) this day of 200....

*(For a Company)
THE COMMON SEAL OF the within named

.....
Was hereunto affixed in the presence of

DIRECTOR

SECRETARY

*(For an Individual)
SIGNED, SEALED and DELIVERED by the within named

.....

ANNEXURE A LIST OF SERVICES

This annexure provides a detailed list of the Standard Services that are to be delivered to the Client under the terms of this Agreement.

The Electronic payment Services provided by the Bank will allow the client perform the following services on an online real-time basis:-

- View account details online.
- View account activity online.
- View daily transactions on account(s)
- View uncollected funds i.e. uncleared cheques and instruments.
- View payment status.
- Add/edit Beneficiary profiles.
- Upload beneficiary file formats.
- Perform intra and inter account transfers.
- Make payments online.
- Approve beneficiaries and payments.
- Amend payments
- Receive email and SMS notifications for actions performed within the system.

Other standard services that will be available using the Electronic Banking system include:-

- Order cheque books
- Order bank drafts
- Form M tracking
- MasterCard account details
- Company audit trail
- Receive and send incoming and messages
- Manage users

* Including other features that may be available with product upgrades.

ANNEXURE B FEES AND EXPENSES

This annexure provides information on the fee structure and reimbursable expenses to be charged by the Bank in respect of Standard and Non-standard Services deliverable under the terms of this Agreement.

S/N	COST STRUCTURE	AMOUNT (N)
1	Electronic Banking System	NIL
2	Installation & Setup	NIL
3	Security Tokens	10,000.00 per token
4	Email & SMS notifications	NIL
5	Intrabank transfers	NIL
6	Interbank transfers (NEFT)	N200 per transaction (for Amount less than N10m) N500 per transaction (for N10m and above)
7	Interbank transfers (Interswitch)	N100
8	Foreign transfers	1% or \$30 per transfer
9	Training	NIL

The supplier may review any of these fees with 30 days prior notice to the client.



**SECTION 1
COMPANY GENERAL INFORMATION**

Please complete this section with information about your organisation

Company Name:

Type of Company / Organisation

- | | |
|----------------------------------------------------|--------------------------------------------------------|
| <input type="checkbox"/> Sole Ownership | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Non-Profit Organisation / NGO |
| <input type="checkbox"/> Public Limited Company | <input type="checkbox"/> Religious Organisation |
| <input type="checkbox"/> Government | <input type="checkbox"/> Other (Specify)..... |

Business Location

- | |
|-----------------------------------------------|
| <input type="checkbox"/> Store Front |
| <input type="checkbox"/> Office |
| <input type="checkbox"/> Home |
| <input type="checkbox"/> Other (Specify)..... |

Office Address

Postal Address

RC Number

Date Registered

Number of Branches

Staff Strength

Company Website Address

e-mail Address

Office Telephone

Customer Service Phone

Business Fax

**SECTION 2
CONTACT INFORMATION**

This section gathers information about the contact person in your organisation. All correspondence between Zenith Bank and your organisation will be addressed to the person specified below.

Name of Primary Contact Person:

Name of Secondary Contact Person:

Designation:

Designation:

Office Telephone/Extension:

Office Telephone/Extension:

Mobile Phone:

Mobile Phone:

E-mail Address:

E-mail Address:

**SECTION 3
FUNCTIONALITIES**

- | | |
|---------------------------|--------------------------|
| (i). Payment | <input type="checkbox"/> |
| (ii). Multibank Reporting | <input type="checkbox"/> |
| (iii). Direct Debit | <input type="checkbox"/> |
| (iv). Online DAS | <input type="checkbox"/> |

SECTION 4 PAYMENT REQUIREMENTS	(i). Number of levels of authorization required	<input type="checkbox"/>		
	(ii). Number of Users to access the application	<input type="checkbox"/>		
	(iii). Number of upload Operators	<input type="checkbox"/>		
	(iv). Separate Corporate i-Bank account required?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Recommended if company intend to pay from more than one account
	(v). Beneficiary validation required?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
	(vi). Beneficiary Notification required?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
	(vii). Balance Validation required?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

SECTION 5 BANK ACCOUNT INFORMATION	(i). State account number to be debited	<input type="text"/>																																																																																
	(ii). State account name	_____																																																																																
	(iii). Type of account	<input type="checkbox"/> Current Account <input type="checkbox"/> Savings Account																																																																																
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(vi). Name of Relationship officer	_____																																																																																	

I, on behalf ofhereby certify that the information provided on this form is true and accurate. I agree that Zenith Bank reserve the right to take appropriate measures including legal actions if the information here is discovered to be false. We hereby authorise you to debit our corporate account for the total sum of being the cost for the security tokens.

Signature..... Designation..... Date.....

FOR OFFICIAL USE ONLY			
Please verify that all Authorisers (Simple and Advanced) in the user privileges form are signatories to the account and are in line with the mandate specified in the account			
Does the customer have internet banking YES <input type="checkbox"/> NO <input type="checkbox"/> If No, apply for the customer			
Remark (by CSU) _____			
Name _____	_____	Signature	Date
Account Officer Name _____	_____	Signature	Date
HOP _____	_____	Signature	Date
Branch Head _____	_____	Signature	Date



Definitions of User Privileges

1. **Account Details** : This affords the user a view of the account assigned to him:
2. **Account Summary** : This provides the user a view of balances on accounts assigned to him
3. **Account Activity** : This feature gives the customer view of account activity over a period.
4. **Consolidated Activity** : This feature provides account activity for many accounts in a single report
5. **Daily Transactions** : This feature provides all activities in an account for the day.
6. **Uncollected funds** : This feature provides details of all uncleared cheques on that account.
7. **Transaction Search** : This feature allows the user search for transactions over a period.
8. **Add Beneficiaries** : This feature allows the user to enter beneficiary information.
9. **Beneficiaries Upload** : This feature allows the user to upload a file containing the list of the company's beneficiaries.
10. **Make Single Payment (s)**: This feature allows the user to enter payment instructions for approval.
11. **Inter Transfer** : This feature allows the user to transfer money from any of their corporate accounts to any other account within Zenith.
12. **Intra Transfer** : This feature enables the user to transfer money from one of the company's account to any other account held by the company within Zenith Bank.
13. **Order Cheque-Book** : This feature allows the user to order for a cheque booklet.
14. **Order Bank Draft** : This feature allows the user to send a payment instruction in favour of a beneficiary who would be paid with a bank draft.
15. **Form M** : This feature allows the user view to the status of all the Trade Finance facilities.
16. **Mastercard Acct Details** : This feature allows the user to view the details on the company's MasterCard accounts.
17. **MasterCard Mini Statement** : Allows user obtain a summarized version of the statement.
18. **MasterCard Statement by Email** : This feature allows the user to submit a request that the Company MasterCard statement should be sent to a given email address
19. **Payment Upload**: This feature allows the user upload the payment file in Ms Excel format into the application
20. **Salary Upload**: This feature allows the user upload the salary file in csv format into the application
21. **Autorise Payment**: This feature allows the user to check payment instruction and approve payment
22. **Search Payment** : This feature allows the user to search and download payment based on certain criteria.
23. **Payment Exceptions** : This feature allows the user to view details of payment instructions which did not comply with the specified format
24. **User Audit Trail** : This feature allows the user a detailed view of his activities in the system.
25. **User Activity Statistics** : This feature allows the user view his activities within the system.
26. **Company Audit Trail** : This feature allows the user a detailed view of the company's activities in the system.
27. **Approve Beneficiary** : This feature allows the user to approve or reject beneficiaries uploaded in the system.
28. **Amend Payment** : This feature allows the user to make amendments to payments which have already been uploaded into the system.
29. **Incoming Messages** : This feature allows the user to read the company's incoming messages from Zenith Bank.
30. **Outgoing Messages** : This feature allows the user to view the messages from your company to Zenith.
31. **Create New Messages** : This feature allows the user to send message from the company's profile to Zenith Bank.
32. **Change Password** : This feature allows the user to change his password
33. **Manage Users** : This feature would enable the user to activate other staff to be able to use the application, deactivate staff from the application and recall staff to use the application.
34. **Payment Status** : This feature allows the user view the status of each payment.



**SECTION 1
USER INFORMATION**

- 1. Name of User.....
- 2. Role.....
- 3. Office Telephone/Extension.....
- 4. Mobile Number.....
- 5. E-mail Address.....
- 6. Accounts to be configured for this user

Title	Account Number										Comment

7. Are you a simple Authoriser/Advanced Authoriser? If Yes, please state approval limit if applicable

Limit N=

Signature **Date**

**SECTION 2
PRIVILEGES**

- 1. Account Details
- 2. Account Summary
- 3. Account Activity
- 4. Consolidated Activity
- 5. Daily Transaction
- 6. Uncollected Funds
- 7. Transaction Search
- 8. Add Beneficiaries
- 9. Beneficiaries Upload
- 10. Make Single Payment (s)
- 11. Inter Transfer
- 12. Intra Transfer
- 13. Order Cheque Book
- 14. Order Bank Draft
- 15. Form M
- 16. Mastercard Account Details
- 17. Mastercard Mini Statement
- 18. Mastercard Statement by Email
- 19. Payment Upload
- 20. Salary Upload
- 21. Authorise Payment
- 22. Search Payment
- 23. Payment Exceptions
- 24. User Audit Trail
- 25. User Activity Statistics
- 26. Company Audit Trail
- 27. Approve Beneficiary
- 28. Amend Payment
- 29. Incoming Messages
- 30. Outgoing Messages
- 31. Create New Messages
- 32. Change Password
- 33. Manage Users
- 34. Payment Status