

Instructions

1. Complete in **BLOCK** letters only.

Merchant Code Number (to be assigned by Zenith Bank)

Merchant Code

SECTION 1 COMPANY INFORMATION	Please complete this section with information about your organization. You should also attach a copy of your company's certificate of incorporation.			
	Business Name: _____			
	Type of Business:		Business Location:	
	<input type="checkbox"/> Sole proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Store Front	<input type="checkbox"/> Office
	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Non-Profit Organization / NGO	<input type="checkbox"/> Home	<input type="checkbox"/> Other (Specify).....
<input type="checkbox"/> Public Limited Company	<input type="checkbox"/> Religious Organisation			
<input type="checkbox"/> Government	<input type="checkbox"/> Other (Specify).....			
Date of Incorporation:	Date of Commencement of Business:	RC Number:	Number of Branches:	
DD/MM/YYYY	DD/MM/YYYY			
Any prior relationship with any Mobile Money Service Provider?				
				YES <input type="checkbox"/> NO <input type="checkbox"/>

SECTION 2 CONTACT INFORMATION	This section gathers information about the contact person(s) for your organization. All correspondences between Zenith and your organization will be addressed to the person(s) specified below.	
	Office Address: _____	
	Postal Address: _____	
	Name of Primary Contact Person:	E-mail Address
	Designation:	Mobile Phone:
	Name of Secondary Contact Person:	E-mail Address
	Designation:	Mobile Phone
	Merchant Dedicated Mobile No: _____	
	Merchant Dedicated Email Address No: _____	
	Proposed Merchant Code: _____	

SECTION 3 ACCOUNT DETAILS	Account Number:	<input style="width: 100%; height: 20px;" type="text"/>
	Account Name:	_____
	Branch Name:	_____
	Type of Account:	<input type="checkbox"/> Current Account <input type="checkbox"/> Savings Account
	Name of Relationship officer	_____

I, on behalf of hereby certify that the information provided on this form is true and accurate. I agree that Zenith Bank reserves the right to take appropriate measures including legal actions if the information here is discovered to be false and to review prices at any point in time.

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

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

FOR OFFICIAL USE ONLY

Please verify that all Signatories in this form are Signatories to the account and are in line with the mandate specified in the account

Remark (by CSU) _____

Name _____	_____	_____
	Signature	Date

Account Officer Name _____	_____	_____
	Signature	Date

HOP Name _____	_____	_____
	Signature	Date

Branch Head Name _____	_____	_____
	Signature	Date

THIS AGREEMENT, made on (Date) ____/____/____, by and between:

1. Zenith Bank PLC, whose registered offices are at 84 Ajose Adeogun Street, Victoria Island, Lagos, Nigeria (the “Bank”); and
2. (Company's Name)

Main address is at

Represented by (the “Merchant”); and

WHEREAS

ZENITH BANK is a licensed Mobile Money Service Operator, and acts as the party that manages the processing of all Mobile Phone based transactions concluded on the mobile phone, Agents Location, Automated Teller machines or the Internet between a Customer and a Merchant.

ZENITH BANK agrees to implement secure accounting and reporting application for all Mobile phone based transactions.

MERCHANT sells product(s) or service(s) offered to customers via their mobile phones. and seeks to maintain a processing account for such service(s) with ZENITH BANK.

MERCHANT has accepted to open and maintain such an account in order to manage the processing and secured payment of said Mobile Phone based transactions.

NOW THEREFORE

In consideration of the mutual covenants and conditions herein stated, the parties hereto agree as follows:

1. Recitals and Attachments
The foregoing recital and all attachments to this Agreement constitute an integral part thereof.
2. Definitions
The following definitions shall apply:

Proceeds:	Value of transactions performed by customers via the mobile phone with the Merchant.
Customer:	Any customer purchasing products and services via the mobile channel.
Merchant:	The entity selling its products and services via the mobile channel.
Transaction:	The purchase of goods and/or services by a mobile based customer from Merchant that require authorization and funds/value transfer to merchant.
Transaction Charge:	Is the product and/or service price to be charged to the mobile account of the customer or discount received from the merchant for the purchase of the Merchant's products and/or services.
Authorization:	Is the processing of the mobile payment transaction data subject to Zenith Banks provision and rules.
Dispute:	Is any issue encountered during a transaction resulting in the dissatisfaction of customer or merchant.
Refund:	Is the reimbursement of a sum due from Merchant to customer.
Accounting Period:	Means a period for calculating total value of Transactions for transferring the funds due to Merchant.
Payment:	The transfer of funds due to Merchant.

Zenith Services

Zenith agrees to provide the following services:

1. Upon receiving the electronic message of any and all transactions properly formatted and sent by the Merchant, Zenith Bank shall instantly process such transactions online via the relevant institution to obtain the issuer's authorization, denial or other response to Merchant. Upon authorization, Zenith shall immediately submit to Merchant by electronic means a notification.
2. Zenith Bank shall arrange to open an account in the name of the Merchant and shall credit the account of Merchant with the amount of the transaction after deducting its fees and/or any other amounts due to her in accordance with the provisions of this agreement.
3. Zenith Bank reserves the right at any time to refuse or stop processing the transactions of the Merchant where Zenith finds that the Merchant, after having been duly notified by Zenith of events that pose unacceptable risks, has not acted to remedy the problem that originated such risks
4. Zenith Bank shall provide Merchant with access to online accounting reports displaying daily transactions, clearly listing dates, amounts, and other pertinent information.
5. Zenith Bank shall provide customer services to Merchant.
6. Zenith Bank shall forward to the Merchant a list of all successful transactions at end of each account period.

Merchant's Obligations

1. Merchant shall not engage in any of the following practices failing which Zenith shall be entitled to take any action including to stop the processing of transactions of the Merchant forthwith: (a) disburse cash advances to customers, (b) disclose any account information in any form whatsoever to any uninvolved third parties. The decision of Zenith as to the occurrence of any of the foregoing practices shall be final.
2. Merchant shall follow all written operational instructions and procedures issued from time to time by Zenith
3. Merchants shall provide Zenith with accurate information regarding its bank accounts and other due diligence documents that are required.
4. Merchant shall pay fees and charges specified in this Agreement or agreed upon between itself and the Bank in consideration of the provision by Zenith of services rendered under this Agreement.

Fees and Charges

1. Merchant shall pay transaction fee for every transaction processed via the mobile channel.
2. Charges of 0.75% and 0.1% of total value of transaction will be applicable for retail merchants and Wholesale merchants/ key distributors of FMCGs respectively.
3. The above transaction charge shall be applicable in all cases except otherwise agreed between the bank and the merchant.

Dispute

1. Any dispute or claim relating to any transaction done on the platform shall be reported within **thirty days (30 days)** of occurrence
2. Merchant hereby agrees to indemnify and hold Zenith indemnified against any loss, dispute or claim that may arise between the User and the Merchant

Force Majeure

Neither the Bank nor the Merchant shall be liable for any loss incurred by failure in any machine, information system or communications link or caused by circumstances beyond a party's direct control. Furthermore, the Bank shall not be responsible or liable for non-acceptance of a mobile transaction by the Merchant, for any failure or reluctance to accept a mobile account, for the way in which it is accepted, or for any condition attached to its acceptance.

Indemnity

The Merchant agrees to defend, indemnify and hold the Bank harmless from any claim by a third party for any damages, including lost profits, direct, incidental, consequential, special, indirect or punitive damages arising out of or relating to the Merchant's use of the services provided by the Bank hereunder; provided that where a claim is notified to the Bank, it promptly notifies the Merchant of any such claims and the Merchant is allowed an opportunity to fully participate in the defense or settlement of any such claims.

Terms & Renewals

This agreement becomes effective upon signing and is valid for one year and is automatically renewable for periods of one year thereafter unless either party terminates it by giving a sixty (60) days written notice to the other party

Without prejudice to anything else herein contained, this Agreement may be terminated by either party without the need for prior notice or to any judicial or extra-judicial proceedings in the following situations:

1. Should any party commit a remediable breach of any of the terms of this Agreement and fail to remedy it to the other party's reasonable satisfaction within 30 days after receipt of notice to that effect
2. Should the Merchant fail to comply with the rules of Zenith Bank, or cause activity which materially increases the risks of Zenith
3. Zenith reserves the right to amend this Agreement where necessary upon **thirty days** prior notice to the Merchant. Such amendments shall be binding unless the Merchant delivers to Zenith Bank written notice of termination of this Agreement prior to the expiration of the **thirty-day** notice period. Furthermore, any amendment is deemed to be automatically accepted by the Merchant upon receipt, if the merchant continues to send transactions to Zenith Bank Following receipt of such proposed amendment.

Governing Law and Disputes

This laws and conditions of the Federal Republic of Nigeria shall govern this Agreement.

1. Any disputes between the parties arising from or related to this Agreement shall be settled by arbitration according to Laws and conditions of the Federal Republic of Nigeria.

In witness whereof, the parties have duly executed this Agreement on the date indicated below.

Zenith Bank PLC

Merchant Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

DECLARATION

I, _____, hereby certify that the information provided in this form is true and accurate. I agree that

Zenith Bank PLC reserve the right to take appropriate measure including legal actions if the information here is discovered to be false.

Signature: _____ Company Stamp/Seal: _____ Date: _____

Name: _____ Designation: _____

Signature: _____ Company Stamp/Seal: _____ Date: _____

Name: _____ Designation: _____