



SECTION 1 COMPANY GENERAL INFORMATION	Please complete this section with information about your organization		
	Company Name:		
	Office Address:		
	Landmark:	Office Telephone:	Company E-mail Address:
	CONTACT INFORMATION		
	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 2 BANK ACCOUNT INFORMATION	List <u>account number (s)</u> to be activated on the Trade Portal in the boxes below:					
	Indicate the account (s) to debit for payment processing <input checked="" type="checkbox"/>		Indicate the account (s) to debit for payment processing <input checked="" type="checkbox"/>			
	1	<input type="text"/>	<input type="checkbox"/>	6	<input type="text"/>	<input type="checkbox"/>
	2	<input type="text"/>	<input type="checkbox"/>	7	<input type="text"/>	<input type="checkbox"/>
	3	<input type="text"/>	<input type="checkbox"/>	8	<input type="text"/>	<input type="checkbox"/>
	4	<input type="text"/>	<input type="checkbox"/>	9	<input type="text"/>	<input type="checkbox"/>
	5	<input type="text"/>	<input type="checkbox"/>	10	<input type="text"/>	<input type="checkbox"/>

SECTION 3 FEATURES	<i>Kindly select the features applicable from the list below:</i>		
	(i). Letters of Credit <input type="checkbox"/>	(ii). Form NXP <input type="checkbox"/>	(iii). Bills for Collection <input type="checkbox"/>
	(iv).Form A <input type="checkbox"/>		
	Signed for and on behalf of the customer:		
	Signature _____		Date _____
	Signature _____		Date _____

ZENITH TRADE PORTAL TERMS AND CONDITIONS

By applying for the use of the Zenith Trade Portal product, the customer hereby agrees to the following terms and conditions:

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 ensure the customer's requests sent from Trade Portal services online are processed.
- iii. To ensure that incoming messages from the customer's beneficiary's bank is sent to the customer via the trade portal services (message to bank).
- iv. To ensure that customer has access to LC drafts, future telex, etc.
- v. To ensure funds transfer requests are processed and telex sent when compliant with regulation.
- vi. To ensure that payments are executed by the effective payment dates indicated by the customer in the customer's file sent when compliant with regulation.
- vii. 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;

OBLIGATIONS OF THE CUSTOMERS

- i. To provide the Bank with every information required to effectively process requests received from the trade portal service.
- ii. To ensure that the application and user forms forwarded by the Customer is in line with the customer's account mandate with the Bank;
- iii. To ensure that all security details such as passwords, PIN and access codes are kept private and not shared with anyone.
- iv. 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;
- v. To pay the relevant fees and expenses associated with transaction, these charges are Subject to review from time to time by the Bank.
- vi. To ensure appropriate signatories and authorizers are set up to approve payments and requests in accordance with the Bank account mandate.
- vii. To ensure that appropriate documents are attached for every payment made in the System as the Bank does not verify/confirm the correctness of such documents.
- viii. To perform due diligence on their suppliers and other counter party.
- ix. To ensure all users are conversant and adhere to this terms and conditions
- x. In consideration of the Bank opening a Letter of Credit the customer undertakes to repay to the bank all monies paid in pursuance of this Letter of Credit together with interest, commission and all customary charges. The Bank is hereby authorized to charge any account of the customer with all monies so paid or for which the Bank is liable under this Credit.
- xi. All goods and all Bills of Lading, Warrants, Delivery Orders, Documents of Title and Securities whatsoever which have been or shall hereafter delivered into the possession of the Bank or its agent as a result of opening or in connection with any transaction under this Credit are and shall be pledged to the Bank as security for all payments made or which may be made by the Bank or its agents under this Credit together with interest, commission and other customary charges and the bank shall have full discretion and power of sales over the said goods without prior notice to the customer.
- xii. This Customer undertakes to hold the Bank covered against fire and other risks after the expiry of the insurance provided and in case of loss the amount due under all such policies shall be paid over to the Bank. The Customer authorizes the Bank to collect the amount due under any such insurance.

- xiii. The customer undertakes to pay freight and landing charges for the goods.
- xiv. Neither the Bank nor its agents shall be in any way responsible for the correctness of description, quality, quantity, value or delivery of any goods nor for the correctness genuineness regulatory of validity of any drafts or documents nor for the general or particular conditions stipulated in any document, nor for delay or deviation from instruction in regard to shipments.
- xv. The Customer undertakes to provide the Bank at or before maturity with funds To meet all disbursements and acceptance together with commission, interest, charges, etc.
- xvi. This Letter of Credit is subject to the usual terms and conditions operating in the centre where the Credit be established.
- xvii. It is understood that all instructions and correspondence relating to this Credit are to be sent at the risk of the Customer and that the Bank does not assume any responsibility for any inaccuracy, interruption error or delay in transmission or delivery by post, telegraph, swift or any other expeditious means as deem fit by the Bank.
- xviii. This credit is subject to the Uniform Customs and Practice for Documentary credits (2007 Revision) International Chamber of Commerce, publication No. 600.
- xix. The opening of this Letters of Credit and other future Letters of Credit is subject to the above terms and conditions to which we agree.

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 Customers' instruction to make payments and the performance of the obligations contemplated under this transaction.

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 these 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'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. A 18, Laws of Federation of Nigeria 2004.

FORCE MAJEURE

The Customer and the Bank agree that there shall attach no liability to carry out any obligations under the Terms and Conditions if it is attributable to the 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 been voluntarily excused from the transaction contemplated by this Agreement.

GOVERNING LAW

These 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 these Terms and Conditions, I/We hereby append my/our signature(s) this day.....day of.....20.....

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

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

.....
DIRECTOR

.....
SECRETARY
*(For an individual)

.....
(N 15.00 Stamp)

ANNEXURE A: LIST OF SERVICES

This annexure provides a detailed list of standard services that are to be delivered to the client under the Terms of this agreement. The Trade portal services provided by the bank will allow the client perform the following services on an online real-time basis:

Import Letter of Credit (LC)

- LC Initiation
- LC Amendment
- Message to Bank
- Pending LCs.
- LC Inquiry
- LC Maintenance

Export Letter of Credit (ELC)

- Transfer & Assignment
- Message to Bank
- Pending ELCs.
- ELC Maintenance

License (Forms A, NXP, NCX)

- **License** Initiation
- **License** amendment
- Message to bank
- **License** Inquiry
- **License** Maintenance

* Other Services that will be available using Zenith Trade Portal include:

Import Collection (IC)

- Product Enquiry
- Pending Letter of Credit (LC)
- IC Inquiry
- IC Maintenance

Export Collection (EC)

- EC initiation
- EC Amendment
- Product enquiry
- Pending ECs
- EC Inquiry
- EC Maintenance

Funds Transfer (Invisibles)

- FT Initiation
- Pending FTs
- FT Inquiry
- Maintenance