

AGENCY BANKING AGREEMENT FOR CARD ISSUANCE

BETWEEN

B-S MULTIMEDIA LIMITED

“THE -AGENT”

AND

ZENITH BANK PLC

“THE BANK”

THIS AGENCY BANKING AGREEMENT FOR CARD ISSUANCE is made this 25th day of February., 2024

BETWEEN

B - S MULTIMEDIA VENTURES a company incorporated under the laws of Nigeria having its principal place of business at Unguwan Madakin Bundot, Dass, Bauchi State, Nigeria (hereinafter referred to as **“the -Agent”** which expression shall where the context so admits include its successors-in-title and assigns) of the one part.

AND

ZENITH BANK PLC a Bank/Financial Institution having its registered office at Plot 84/87, Ajose Adeogun Street, Victoria Island, Lagos State, Nigeria (hereinafter referred to as **“the Bank”** which expression shall where the context so admits include its successors-in-title and assigns) of the other part.

Both the -Agent and the Bank are herein referred to collectively as “the parties’ and individually as ‘a party’.

WHEREAS

- (a) The Bank is duly licensed by the Central Bank of Nigeria to carry on banking business and other financial services in Nigeria.
- (b) The -Agent is a third generation FinTech that has an existing Agency relationship with the Bank in deepening financial inclusion, other digital and electronic payments adoption in Nigeria and is licensed as a -Agent by the Central Bank of Nigeria to provide agency banking services to customers of licensed Financial Institutions.
- (c) The Bank is desirous of appointing the -Agent to provide Card Issuance services (herein after referred to as 'the Services') and the -Agent has indicated its capability and willingness to provide the Services to the Bank subject to the terms and conditions contained in this Agreement.
- (d) Pursuant to the above, the Bank and the -Agent have agreed to enter into the agreement for the purpose of setting out the terms and conditions of the relationship and of regulating the rights and obligations under the arrangement.

IT IS AGREED AS FOLLOWS:

1. Definition

1.1 In this Agreement:

“Agreement” means this Agency Banking Agreement together with all of the Schedules, Annexes to Schedule and any other document otherwise attached or incorporated into this Agreement, as may be amended from time to time.

“CBN Guideline” means Central Bank of Nigeria Guidelines for the regulation of Agency Banking and Agency Banking relationships in Nigeria.

“Commission” means the fees payable by the Bank to the -Agent for each completed transaction as consideration for the performance of the Services and to be calculated as set out in Schedule 1.

“Customer” means a person registered with the -Agent who has made or may make a transaction request.

“Fees” means the applicable fee charged to the Customer for each transaction, as may be amended from time to time by the Bank to be communicated to the -Agent in writing.

“Force Majeure Event” means any circumstance not within a party's reasonable control which prevents that party from performing its obligations under this Agreement, including, without limitation failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, accident, global disease/pandemic (as may be declared by World Health Organization “WHO”) breakdown of plant or machinery, fire, flood and/or storm.

“Intellectual Property Rights” means all patents, copyrights, design rights, trademarks, service marks, trade secrets, know-how, database rights and other rights in the nature of intellectual property rights (whether registered or not) and all applications for the same which may now, or in the future, subsist anywhere in the world, including the right to sue for and recover damages for past infringements.

“Personal Data” means all information relating to identity of a person, Customer etc. exchanged between the parties.

“Services” means the agency banking services provided by the -Agent in accordance with this Agreement, particularly those described in Clause 3.1.

“Sub -Agent” means a person or a company, appointed by or acting under the control of the Agent, to perform the Services.

“Working Day” means any day other than Saturday, Sunday or a public holiday in Nigeria.

1.2 The headings of the various clauses are inserted for convenience only and shall not affect the construction of the clauses of this Agreement.

2. **APPOINTMENT**

2.1 The Bank hereby appoints the -Agent as its non-exclusive --Agent for agency banking in Nigeria to provide card issuance Services and the -Agent hereby accepts the appointment and agrees to provide the Services in accordance with the terms of this Agreement.

3. **-AGENT’S OBLIGATIONS**

3.1 The -Agent shall:

- a. Ensure that its operating License issued by the CBN or any other licensing authority for the purpose of carrying out its business remains valid and is promptly renewed as and when required.
- b. 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 the -Agent, its Service Points and its employees to lawfully comply with its obligations under this Agreement.
- c. Ensure that the Bank’s Platform is enabled at all its Sub-Agent locations, for the services authorized including but not limited to issuance of cards and PIN to customers.
- d. The -Agent shall provide to the bank, infrastructural and technical description of platforms it shall use to perform the services in all locations.

- e. Diligently market and promote the Services as stated in Schedule 1 with the support of the Bank.
- f. Shall request for cards on all accounts opened at its location, receive prepersonalized cards from the Bank's pile of cards and initiate card issuance on the Bank's platform or any platform agreed with the Bank for the provision of this service.
- g. Must have appropriate physical security in place for safe custody of payment cards and demonstrate capability to securely handle card and PIN issuance at all their location or that of their Agents and also maintain confidentiality of cardholder's information.
- h. Develop, in conjunction with the Bank, and in line with the CBN's Guideline, desk signage and other promotional materials appropriate for use for the Service.
- i. Ensure that cards issued by Agents (new and existing customers) shall be tied to financial and Non-Financial inclusion accounts.
- j. Fully and promptly answer all communications from the Bank and/or Customers.
- k. Ensure that an account of stock of cards received (from the Bank), issued and unissued cards is rendered on a monthly basis (latest 10th day of the following month) to the bank.
- l. Comply with extant CBN Guideline for the Regulation of Agent banking and Agent banking relationship in the performance of its obligations herein.
- m. The -Agent shall be solely responsible for conducting appropriate Know Your Customer (KYC) and vetting process of each Sub-Agent introduced by it and updating the KYC information and that in the event of failure to do this and if the Bank is called upon in any issue regarding any fraudulent transaction(s) of any Sub-Agent under the Service, the -Agent shall at the request of the Bank indemnify and defend the Bank and/or pay any damages, charges and/or costs awarded against the Bank in a resulting final judgment arising out of or resulting from any claim, action or demand (collectively a "Claim") from any third party where such fraud is due to the default of the -Agent. Notwithstanding the foregoing nothing in this Agreement shall be construed as making the -Agent liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the its performance of the Services
- n. Shall ensure that Customers request for and approve the issuance of Card before card is issued to the Customer.

- O. Shall grant the Central Bank free, full, unfettered and timely access of its internal systems, documents, reports, records relating to the Services, its staff and premises in respect of the services provided to the Bank under this Agreement if and when the need arises.

3.2 The -Agent undertakes not to engage, either by itself or it's Sub-Agents, in any of the unlisted activities which are prohibited by the Central Bank of Nigeria as it relates to this Agreement:

- a. Carrying out offline transactions.
- b. Carry out a transaction where a receipt or acknowledgement cannot be generated.
- c. Give and/or issue a guarantee in its name on behalf of the Bank.
- d. Carry out transactions in a foreign currency.
- e. Charge any fees directly to customers in respect to Card issuance except as agreed in the Fee Schedule- Schedule 1.

4. **THE BANK'S OBLIGATION**

- a. The Bank shall make available to the -Agent from time to time necessary information concerning its business as relates to Card Issuance where such is required to enable the -Agent perform the expected Services, which information shall be subject to the confidentiality provisions in Clause 6.
- b. To Provide the -Agent with POS Terminals to support the Agency banking Business and process card issuance.
- c. The Bank shall (where available) provide the -Agent and its Sub-Agents with such operational guidelines/manuals and risk management policy documents as shall be needed for rendering Services to Customers efficiently.
- d. To set up dispute resolution mechanism with the Agent to facilitate resolution of customers' complaints;
- e. The Bank shall work with the -Agent to formulate and implement policies and procedures to safeguard the information, communication and technology systems and data room threats.
- f. The Bank may periodically schedule trainings on the Bank's products for the -Agent and its Sub-Agents as the need arises.
- g. The Bank shall diligently market and promote the Services.
- h. The Bank may at the request of the -Agent indemnify and defend the -Agent and/or pay expense, charges and/or costs awarded against the -Agent in a resulting final judgment of a competent Court arising out of or resulting from claim, action or demand (collectively a "Claim") where a negligent act is committed by Zenith Bank or its staff. Notwithstanding the foregoing nothing in this Agreement shall be construed as making the Bank liable for any special, incidental, indirect, or

consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising in connection to this Agreement.

- i. Pay the -Agent the fees as agreed for Card issuance service.
- j. The Bank shall deploy card issuance feature on the platform provided to the Agent to enable the agent issue cards on accounts opened at Agent location at the request of Customers.

GENERAL PROVISIONS RELATING TO THE SERVICES.

5.1 Commencement

This Agreement shall commence on theday of2020 and shall, subject to earlier termination in accordance with this Agreement, continue to be in force for an initial period of two (2) years ("Term"), thereafter, it shall continue in force from year to year subject to the right of any of the parties to terminate the Agreement in accordance with the provisions hereof.

5.2. FEE SHARING STRUCTURE

- a. The Bank shall pay to the -Agent, commission as stated in Schedule 1 to this Agreement; Commission for card issuance would be paid into the agent's operating account with the Bank at the end of each month.
- b. The parties agree to revise from time to time the Commission payable to the -Agent as may be determined by Market and regulatory developments.
- c. The -Agent will be entitled to the Commission in respect of the Services successfully completed in accordance with the terms of this Agreement.
- d. Save as otherwise set out in this Agreement, all Commissions shall be calculated and paid in accordance with the provisions set out in Schedule 1.
- e. Each party shall be responsible for payment of all expenses and taxes that might arise as a result of its role/obligation under this Agreement.

5.3 Security and Insurance

- a. The -Agent shall maintain adequate fraud protection by ensuring compliance with all applicable regulatory security safeguards for the Services.
- b. The -Agent shall take out necessary insurance policies with a reputable insurer to cover risks involving fraud, safety of the locations of transactions, equipment in its possession, cash in possession and cash in transit against theft, fire, loss, injuries to persons and any other necessary insurance as it may deem necessary.

- c. The Bank shall not be liable for any loss suffered by the -Agent arising from the -Agent's or Sub-Agent's complicity in fraudulent activities where same is not attributable to the Bank's negligence or default.

6. Confidential Information

- 6.1 Each party agrees that it shall treat and hold as secret and confidential all information which it may receive from the other party and/or customer(s) or which comes to its knowledge during the course of this Agency Banking Agreement.
- 6.2 The -Agent undertakes and agrees that in order to protect the proprietary interests of the Bank in and to its confidential information the -Agent will not at any time, whether during the currency of this Agreement or thereafter, either use any confidential information of the Bank or directly or indirectly divulge or disclose any confidential information of the Bank to third parties, other than its sub-Agents directly involved in the provision of the services on a "need to know" basis PROVIDED THAT the sub-Agents will be bound by a confidentiality agreement in form and substance acceptable to the Bank.
- 6.3 The foregoing obligations shall not apply to any information which is lawfully in the public domain at the time of the disclosure to the -Agent; subsequently becomes lawfully part of the public domain by publication or otherwise; subsequently becomes available to the -Agent from a source other than the disclosing party which is lawfully entitled without any restriction on disclosure to disclose such confidential information to the -Agent; or is disclosed pursuant to a requirement or request by operation of law, regulation or court order.
- 6.4 This clause is severable from the rest of this Agreement and shall remain valid and binding on the parties for a period of 2 years after expiration or the termination of this Agreement.

7. Remuneration of Sub-Agent

The -Agent shall be responsible for the remuneration, fees and/or commission of its Sub-Agents in line with the agreed standards between parties from time to time.

8. Promotion and Advertising

The Bank may at its sole discretion advertise and promote the Services and the -Agent at the Bank's request will participate in the Bank's advertising and promotional programs.

9. Trade Marks and Intellectual Property

- 9.1 Any and all goodwill associated with the trademarks will inure exclusively to the benefit of the Bank to the extent that such trademark, logo, intellectual property relating to the Service are used strictly for the Services contained in this Agreement. Each party shall

own all rights, title and interest, including all copyright and other proprietary rights, in all ideas, methodologies, concepts, research, written materials and documentation or copies thereof, in any form ("Intellectual Property"), provided by such party in relation to the Service.

- 9.2 Each party undertakes that it shall not attempt to register any of the Trademarks or any logo, brand name, trade name, domain name and/or slogan confusingly similar to that utilized for the Service contemplated under this Agreement for their sole benefit exclusive of the other party.
- 9.3 Each party hereby grants the other party for the Term, subject to the terms and conditions herein, a non-exclusive, non-transferable right to use the Intellectual Property Rights in connection with the marketing and promotion of the Services. During the term of this Agreement, the -Agent shall have the right to indicate to the public that it is the -Agent for the Services.

10. Records and Inspection

- 10.1 Both parties shall keep and maintain records as referenced in this clause for at least seven (7) years, and the right of inspection by each party will survive the termination (for whatever reason) of this Agreement.
- 10.2 The -Agent acknowledges that all ownership of the information and/or data, whether obtained from the customers, the Bank or from other sources in the course of providing the agency banking services is vested in the Bank at all times.
- 10.3 The -Agent agrees that the Bank shall be entitled to have and be granted direct access to the agency banking platform for the purpose of obtaining reports in respect of the Services provided therein.

11. Force Majeure

- 11.1 If a party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event ("**Affected Party**"), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 11.2 The Affected Party will inform the other party upon becoming aware of a Force Majeure Event and shall use all reasonable endeavors to continue to provide the Services and to comply with its obligations as fully and promptly as possible.
- 11.3 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 60 days, the party not affected by

the Force Majeure Event may terminate this Agreement by giving written notice to the Affected Party.

13. **System Requirements.**

Each party shall ensure that its systems are compatible with the facilities of the other party. Each party shall notify the other party of the system requirements (including all equipment, hardware, software and communications requirements used in accordance with this Agreement. Each party may upon giving at least seven (7) days prior written notice to the other party make changes to its systems. However, the costs occasioned by the installation, change or adjustment in the system requirement shall be borne by each party for its own system.

15. **Conflict with other agreements.**

In the event of any conflict between this Agreement (or any provision thereof) and any other agreement now existing or hereafter entered into between the -Agent and its Sub-Agents in respect of the Service, the terms of this Agreement shall prevail.

16. **Indemnification.**

16.1 Subject to clause 3.1(i), the -Agent shall indemnify and keep the Bank fully indemnified against all claims, demands, liabilities, actions, proceedings, losses and costs arising out of or in connection with the breach of performance by the -Agent, its employees and Sub-Agents of its obligations under this agreement.

16.2 Subject to clause 4 (f), the Bank shall indemnify and keep the -Agent fully indemnified against all claims, demands, liabilities, actions, proceedings, losses and costs arising out of or in connection with default or gross negligence of the Bank within the scope of this agreement.

17. Relationship.

17.1 The relationship between the Bank and the -Agent is that of principal and -Agent. Nothing in this Agreement shall be taken as constituting the -Agent, its Sub--Agents and their respective employees as employees of the Bank.

17.2 The -Agent will provide the Services only in accordance with this Agreement and the -Agent has no authority to enter into any obligation or commitment on behalf of the Bank except as expressly authorized by this Agreement.

17.3 This Agreement does not create a partnership or joint venture relationship between the parties and neither party will have the authority to bind the other party in any manner whatsoever except expressly permitted under this Agreement.

18. Notices.

All Notices referred to in this agreement shall be in writing and shall be deemed to be properly given and served on the party to whom such notice is to be given if delivered by hand or through a reputable courier company to the party at its address contained in the parties' clause above or to such other address which may be communicated by the recipient from time to time.

19. Waiver.

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

20. Third Party Rights.

A person who is not a party to this Agreement shall have no right to enforce any term of this agreement.

21. Termination.

21.1 Upon the occurrence of any of the following events, either party shall have the right to terminate this Agreement by delivering a written notice to the other party:

- a. If the parties jointly agree to terminate the agreement.
- b. If either party commits a breach of a material and/or fundamental part of this agreement and in the case of any breach capable of remedy fails to remedy the breach within fourteen (14) days of being required in writing by the other party to do so.

- c. A change in control in the Management of either Party.
- d. In the event that the Central Bank of Nigeria revokes or withdraws the license issued to the to act as a -Agent, in the case of the -Agent or to carry on business as a bank, in the case of the Bank or any applicable law prevents a party from performance of its obligations contemplated under this Agreement.
- e. If the conditions or consequences of Force Majeure significantly interfere with the normal functioning of either party for a period in excess of sixty (60) days and the parties have been unable to resolve the problem.

21.2 The foregoing notwithstanding, the Bank may terminate this agreement forthwith where there has been breach(es) by the -Agent which is likely to expose the Bank to regulatory sanction.

21.3 Either party may at any time terminate this Agreement by 30 days prior written notice to the other party.

21.4 Termination of this Agreement, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at the time of termination.

21.3 Any provision of this Agreement which contemplates performance, application or observance subsequent to termination or expiry of this Agreement shall survive termination or expiry of this Agreement or any part thereof and shall continue in full force and effect thereafter.

22. Dispute Resolution.

In the event of a dispute between the parties to this agreement, the following procedures shall be followed to resolve the dispute prior to either party pursuing other remedies:

22.1 A meeting shall be held within seven (7) days at which all parties present or represented by individuals with full decision-making authority regarding the matters in dispute (Initial Meeting) with a view to resolving the dispute.

22.2 If after a period of ten (10) days following the commencement of amicable settlement the parties are unable to resolve the dispute, either party may submit the dispute to binding Arbitration upon ten (10) days prior written notice to the other party of its intention to invoke this clause.

22.3 The Arbitration contemplated hereby shall be by a single Arbitrator who shall be jointly appointed by both parties and the venue for the proceedings shall be Lagos, Nigeria. Where there is a disagreement on the appointment of the sole Arbitrator, then the Arbitrator shall be appointed by the President of the Nigerian Institute of Chartered Arbitrators.

22.4 The cost and expenses of the arbitration proceedings shall be borne equally by both parties.

22.5 The Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, Chapter A18, Laws of the Federal Republic of Nigeria 2004.

23. **Assignment.**

Neither party shall have the right to assign any part of its obligations under this agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

24. **Representations & Warranties**

24.1 Each Party represents and warrants that the Person executing this Agreement on its behalf has been duly authorized to bind it. Each Party further represents and warrants that it has the legal capacity to execute this Agreement and perform its obligations hereunder, and is duly registered or incorporated, validly existing and in good standing under the Laws of the Federation of Nigeria.

24.2 Each Party represents and warrants that the execution, delivery and performance of this Agreement will not conflict with or violate or constitute a breach or default under any agreement governing the organisation, management, business or affairs of the Party, including its by-laws, memorandum of association or articles of association, or any agreement or instrument to which it is a party, or, to its best knowledge any Applicable Law, administrative regulation or court order, judgment or decree applicable to it.

24.3 Each Party represents and warrants that it is not subject to an order by a court within the applicable jurisdiction or subject to an effective resolution for the reorganisation under any bankruptcy law, dissolution, liquidation, or winding up or has become insolvent or bankrupt, made an assignment for the benefit of creditors or appointed a receiver for a substantial part of its assets.

24.4 The -Agent represents that it has not breached any Anti-Money Laundering Laws and warrants that its operations and the operations of each of its sub--Agents shall be conducted at all times in compliance with all money laundering provisions under any applicable law or regulation.

24.5 Each Party represents and warrants that it is not in breach of any applicable law, rule, guidelines set by the Central Bank of Nigeria or any other applicable regulatory agency in respect of the Service.

24.6 All covenants, warranties, representations, indemnities and other obligations of whatsoever kind given, made or undertaken by the Directors or Representatives of the parties under this Agreement shall continue in full force and effect notwithstanding any change in the composition of the parties.

25. **Severability**

25.1 If due to a change in any applicable law or due to a decision or any other act by any competent authority, one or more terms or provisions of this Agreement can no longer be enforced or an amendment of one or more of the provisions of this Agreement is required, the Parties agree that they shall in good faith amend this Agreement in order to bring its provisions in conformity with such applicable regulatory guidelines or law which shall as close as possible conform with the intention of the parties at the time of this agreement.

25.2 Without prejudice to Clause 25.1 hereof, if one or more provisions of this Agreement are determined to be invalid or not enforceable, the remaining provisions shall not be affected thereby, and the Agreement shall be administered as though the invalid or not enforceable provisions were not a part of the Agreement.

26. **Entire Agreement.**

This agreement contains the entire agreement and understanding of the parties and supersedes all prior agreement, understandings or arrangements between the parties (both oral and written) relating to the subject matter of this Agreement.

27. **Variation.**

27.1 No variation, supplement, amendment, deletion or replacement of or from this Agreement or any of its terms shall be effective unless made in writing and signed by or on behalf of each party.

27.2 Any amendment to the Services shall be subject to agreement by the parties in writing which shall be duly executed by the Bank and the -Agent.

28. **Counterparts.**

This agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any party may enter into this agreement by executing a counterpart.

29. **Governing Law.**

This Agreement shall be governed by and construed in accordance with the Laws of the Federal Republic of Nigeria in force from time to time and the parties submit to the exclusive jurisdiction of the Nigerian Courts.

IN WITNESS whereof the parties hereto have caused their seals to be hereunto affixed the day and year first above written.

The Common Seal of the within Named
..... **LIM**

Was hereunto affixed
In the presence of:

DIRECTOR

DIRECTOR/SECRETARY

The Common Seal of the within named

ZENITH BANK PLC

Was hereunto affixed

In the presence of:

BRANCH HEAD

ZONAL HEAD

SCHEDULE 1
[SCHEDULE OF FEES AND COMMISSION]

| | INCOME LINES (PAYABLE BY THE BANK) | | |
|--------------------------|---|-------------------|--|
| SERVICES | CHARGEABLE FEES TO CUSTOMER | COMMISSION | CONDITIONS |
| CARD issuance | N1000 | 150 | Card are issued to customers' existing account and new accounts opened at agent's location. |