



Terms and Conditions for the Zanaco Agency Banking

These Terms and Conditions (Ts & Cs) are applicable between **Zambia National Commercial Bank Plc** a company incorporated under the Companies Act, 2017 and licensed under the Banking and Financial Services Act, 2017 as a commercial bank having its principal office at Plot 2118-2121 Cairo Road Lusaka (hereinafter called **"the Bank"**) of the one part, and all Zanaco Agency Banking Agents with a valid Agency Banking Agreement and offering Agency Banking Services on behalf of Zanaco. (hereinafter called **"the Agent"**) of the other part.

Collectively, the Bank and the Agent shall be called the Parties, individually, the Party

WHEREAS

a. The Bank desires to take banking services closer to its existing and potential customers.

b. The Bank requires Agents to enable customers to transact from the Agent outlets.

c. The Agent has entered a Contract with Zanaco to provide the services as set out in this Contract in an efficient and in a customer friendly manner.

The Parties have a Contract in place and have agreed to the following Terms and Conditions. These Terms and Conditions will be read together with the Bank's General Terms and Conditions for Bank accounts (the Account opening Ts & Cs) and the Agency Banking Contract, both of which shall form an integral part of the Agreement. These Ts & Cs will be published on the Zanaco website www.zanaco.co.zm. In the event of an inconsistency between the Terms and Condition published on the Website and the terms in the Agency Banking Agreement, the Terms and Conditions published on the Website shall prevail to the extent of the inconsistency. Any changes to the Terms and Conditions applicable to Agency Banking shall be published on the Zanaco Website and may further be communicated to the Agent through official Bank communication channels without the need to sign an addendum or amended the Agency Banking Contract. The Agency Banking Contract and the Terms and Conditions shall be construed in accordance with all applicable laws and regulations relating to Agency Banking, in particular, the Bank of Zambia Agent Banking Directives of 2022

or/and any other statutory enactments applicable to Agency Banking.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1. In these Ts & Cs, the following terms shall have the following meanings:

"Act" refers to the Banking and Financial Services Act, 2017 as amended from time to time.

"Agent Banking Services" refers to the services outlined in clause 2

"Authorities" refers to any regulator having jurisdiction over the Bank, including Bank of Zambia, Financial Intelligence Centre, Zambia Information and Communications Technology Authority and Law Enforcement Agencies.

"Directives" refers to the Bank of Zambia Agent Banking Directives 2022, as may be amended from time to time

"Float Account" refers to the bank account held with the Bank and which the Agent shall utilise to offer Agent Banking Services

"Irregular transaction" refers to a transaction which has been initiated or concluded by the Agent outside the permitted or agreed procedure and policy.

"Operating guides" refers to any written manuals, procedures, guidelines or instructions provided by the Bank to the Agent in relation to the Agreement and which the Agent is expected to adhere to in providing services under the Agreement. The Operating Guides shall form an integral part of the Agreement

"Real time" means the electronic processing of instructions instantaneously upon data entry or receipt of a command.

"Regulations" refers to any laws and regulations issued by a Regulator which are applicable to the Bank, its services and to these Ts & Cs.

"Suspicious Transaction" refers to a transaction which is inconsistent with a customer's known legitimate business or

personal activities or with the normal business for that type of account or business relationship, or a complex and unusual transaction or complex or unusual pattern of transaction;

2. APPOINTMENT AND SCOPE OF SERVICES

2.1. The Bank appoints the Agent for the duration of the Agency Banking Agreement as the non-exclusive Agent of the Bank, subject to the Agreement and these Ts & Cs to carry out the following:

- 2.1.1. Offer withdrawal services to the Bank's customers
- 2.1.2. Offer deposit services to the Bank's customers
- 2.1.3. Offer Bill payment services to the Bank's customers such as Electricity bill payments, Pay TV, Water & Sewerage bill payments, Local council rates and Land rent payments
- 2.1.4. Offer over-the-counter cash send or transfer services to the Bank's customers
- 2.1.5. Offer local and international remittances and/or money transfer services to Bank customers
- 2.1.6. Collection of account opening, loan application and credit/debit card application forms
- 2.1.7. Offer balance enquiry and issuance of mini-statements.
- 2.1.8. Offer loan disbursements/repayment services
- 2.1.9. Offer any other financial services as may be approved by the Bank of Zambia and as the Bank may introduce from time to time.

3. RESPONSIBILITIES OF THE BANK

3.1. The Bank shall:

- 3.1.1. supply and install a Point of Sale (POS) terminal or the Zanaco Xpress Agent Application (Xpress app) at agreed premises of the Agent. Once the initial installation is made by the Bank, reinstallation costs of

the POS necessitated by alterations made by the Agent or its employees shall be borne by the Agent.

3.1.2. bear the costs of maintaining the POS terminals and other related equipment installed at the Agent's premises. Once Installed, the cost of damaged or lost equipment caused by the Agent or an employee of the Agent, whether willfully or negligently shall be borne by the Agent. Fair wear and tear, such as the battery wearing out shall be excepted.

3.1.3. be responsible for providing the end of day balance on the bank statement of the Agent's Account for reconciliation purposes.

3.1.4. monitor the Float Account of the Agent and inform the Agent when the Float on the account is getting low.

3.1.5. pay interest on the Agent's Float Account at an annual effective interest rate of 5% determined on the basis of the average daily balance monthly into the account. The applicable interest rate maybe varied by agreement of the Parties.

3.1.6. reserve the right to debit or credit the Agent Float Account in case of system errors or in case of mistakes made by the Agent in order to make corrections. The Bank shall not be required to obtain the Agent's permission when effecting reversals and debits to correct errors or mistakes

3.1.7. reserve the right to impose such measures, controls and take such actions on the Agent and its employees, as it determines necessary from time to time, for the preventing of any criminal activities including money laundering and terrorist financing facilitated using its banking platforms and banking channels.

3.1.8. implement measures it considers necessary, or as required by Bank of Zambia or any other Authorities to counter any criminal activities. Should the use of Agency banking channel be in breach of the Law or any applicable rules, the Bank reserves the right to inter alia, terminate the Agency Banking relationship, report the

breach to the Authorities' and close or suspend the Agency Banking service.

3.1.9. if it deems fit, restrict the level of transaction volumes or values in line with the Agent's perceived risks or as required by regulatory directives which restrictions shall be communicated to the Agent in writing

3.1.10. maintain appropriate records of transactions as required by the regulators.

3.1.11. facilitate the carrying out of transactions by the Agents in real time

3.1.12. ensure the transactions carried out by the Agents create an audit trail

3.1.13. be responsible and liable to its customers for all actions and omissions of the Agent to the extent that the actions or omissions relate to the provision of Agency Banking Services properly conducted by the Agent under the Agency Banking Agreement, these Ts & Cs and the Law

3.1.14. set all Agent Banking transaction fees and Agents' commissions

3.1.15. set for each Agent, transaction types and transaction limits

3.1.16. provide a reliable and dedicated call line through which customers of the Bank and Agents can easily reach the Bank.

3.1.17. provide appropriate and ongoing education to Agents, customers and the public

4. RESPONSIBILITIES OF THE AGENT

4.1. The Agent shall

4.1.1. prior to, and as a condition precedent to its appointment as an Agent under the Agency Banking Contract, the Agent shall furnish the Bank with all the required information as stated in the Bank's Agent Banking Minimum Standards checklist as attached to

the Agency Banking Agreement, under Schedule B and the Agent application form.

4.1.2. provide and deposit in its bank account, an amount required to be in the Float account upon signature of the Agency Banking Agreement

4.1.3. adhere to the relevant Operating Guides issued by the Bank and ensure that all employees also adhere to the Operating Guides

4.1.4. promote the use of POS terminal or the Xpress App to the Bank's customers and keep the POS terminals clean and protect them from damage or loss

4.1.5. not move, alter, try to repair or do maintenance work on POS terminals without first obtaining the Bank's written authority.

4.1.6. shall allow access to any person duly authorized by the Bank to enter into the Agents premises at reasonable times for purposes of inspection, repair, maintenance or any other action in relation to the POS terminal(s).

4.1.7. execute the services to the Bank's customers in a timely manner and provide excellent customer service

4.1.8. immediately report any malfunctioning of the POS or Xpress App to the Bank, in any case within twelve (12) hours of the malfunction.

4.1.9. only use tally rolls approved by the Bank and issued by the Bank or its authorized suppliers.

4.1.10. record all successful cash transactions in the provided transactions register.

4.1.11. ensure that transactions are undertaken strictly subject to liquidity

4.1.12. report all Suspicious Transactions to the Bank within 24 hours of the Transactions

4.1.13. ensure that the time mechanism, which forms

part of the POS terminal, reflects the correct date and time.

4.1.14. not use the SIM card in the POS terminal on any other device. Any breach of this term will attract a fine of K5,000 per use and /or termination of the Agency Banking Agreement by the Bank.

4.1.15. be responsible for the physical safety and security of the Agent, its employees, money and POS terminals kept on the Agent's premises. The Bank shall not be liable for any goods, equipment or money lost, stolen or missing from the Agents premises or in the Agent's possession during operations or transportation.

4.1.16. obtain appropriate and adequate insurance cover for the Agent, its employees and the cash at its outlet or in transit as per legal requirement and prudent business practice and provide proof of such cover within 30 days of signing the Agency Banking Agreement and any renewals no later than 31st January of each year.

4.1.17. honour each valid card that is presented by the cardholder for cash transactions at its premises, the card shall be verified through the Personal Identification Number (PIN). For all cash out transactions, the Agent shall identify the Customer through the presentation of a National Registration Card (NRC), valid Passport or valid Drivers' License.

4.1.18. maintain an appropriate minimum Float at all times as may be determined and communicated by the Bank from time to time. The Bank reserves the right to revise the minimum Float amount.

4.1.19. display and distribute marketing materials as provided by the Bank (in the manner prescribed by the Bank and according to the standards or guidelines that the Bank has indicated to the Agent).

4.1.20. ensure that no transaction is be done when the system is not available or the POS machine or Xpress App has malfunctioned in order to safeguard Customer interests.

4.1.21. ensure that transactions are only carried out when transaction receipts/acknowledgments are available and can be generated for all transactions

4.1.22. be compliant with all relevant tax requirements applicable to their business(s) and/or outlet(s).

4.1.23. only charge such transaction fees as determined by the Bank.

4.1.24. ensure at all times the safe keeping of all relevant records, data, documents or files or such other records used in the course of providing Agent Banking services and also ensure that all such records are transferred to the Bank for safe keeping in accordance with the Bank's legal obligations for record retention. The Agent shall ensure that all documents are transmitted to the Bank within 3 months of the transactions for safe keeping.

4.1.25. be responsible and liable for all its employees' actions and omissions. The employees of the Agent are not employees of the Bank.

4.1.26. ensure that the following disclosures are made at its trading premises and are displayed in a conspicuous place clearly visible to the public;

4.1.26.1.1 The Bank's Customer Complaint redress mechanism available to Customers

4.1.26.1.2 The name of the Bank, and that the Agent is authorised to offer Zanaco Xpress Banking services on behalf of the Bank

4.1.26.1.3 A list of the Banking services being offered the limits set

4.1.26.1.4 That no transactions shall be carried out if the electronic system is not available

4.1.26.1.5 That transactions shall be undertaken subject to availability of liquidity

4.1.26.1.6 A list of charges or fees payable for each

service offered

4.1.26.1.7 A unique Agent identification number

4.1.26.1.8 A dedicated call line that is reliable through which the Bank can be contacted

4.1.27 If an individual, the Agent shall be at least 18 years old, a legal resident of the Republic of Zambia and authorized to carry out business within Zambia.

4.1.28. Comply with all regulatory and legal requirements relating to the provision of Agency Banking services as contained in the Bank of Zambia Agent Banking Directives of 2022, and/or any other statutory enactments.

5. PROHIBITED ACTIVITIES.

5.1. The Agent shall not:

5.1.1. Continue with the Agent Banking services where it has a proven criminal record or disciplinary case involving fraud, dishonesty, lack of integrity or any other financial impropriety;

5.1.2. Continue with the Agent Banking services where it is a subject of criminal investigation or a disciplinary case involving fraud, dishonesty or any financial impropriety

5.1.3. Carry out a transaction when a system generated receipt or acknowledgement of the transaction is not available or cannot be generated;

5.1.4. Provide, render or hold itself out to be providing or rendering any payment or financial service which is not specifically permitted under the Agency Banking Agreement or to use any brand name that suggests that the Agent is in itself a bank or financial institution.

5.1.5. Open accounts, grant loans or carry out customer due diligence for purposes of opening an account or perform an appraisal for purposes of granting a credit facility

5.1.6. Transact when the system is not available or the POS

machine or Xpress App has malfunctioned in order to safeguard Customer interests.

5.1.7. Operate or carry out a transaction when the system is down or when there is any communication failure in the system, or in the absence of a Customer.

5.1.8. Charge fees directly to Customers aside those fees charged by the Bank

5.1.9. Undertake cheque deposits or encashment of cheques;

5.1.10. distribute cheque books;

5.1.11. distribute debit cards, credit cards or PIN mailers.

5.1.12. Conduct foreign exchange transactions;

5.1.13. Sub-contract another person or entity to provide Agent Banking services or carry out Agent Banking services on its behalf;

5.1.14. Relocate, transfer or close an Agency Banking location or a POS terminal from the approved outlet(s) without written approval given by the Bank. The notice to relocate, transfer or close an outlet/s shall be served on the Bank at least 14 days prior to the intended date of relocation, transfer or closure. The number of locations where an Agent operates from may be revised by the Bank.

5.1.15. Provide Agent Banking services at locations other than those approved by the Bank.

5.1.16. Be a guarantor to a Customer or any consumer.

5.1.17. Offer financial services on behalf of the Bank without a valid Agent Agreement with the Bank;

5.1.18. Provide cash advances.

5.1.19. Be controlled or managed by an employee or associate of the Bank or another financial institution

5.1.20. Use Customer funds for purposes other than the

purpose requested by the Customer

5.1.21. Undertake e-money or financial services in its own right

6. COMMISSIONS

6.1. The Bank will pay the Agent commission by the 10th of the following calendar month according to the commission structure.

6.2. The Bank will pay gross commission amounts to the Agents as per the Commission structure and any applicable taxes and/or levies will be paid and/or remitted by the Agents to the relevant authorities.

6.3. The Bank has the authority to determine and adjust the rates of commissions payable to the Agent, in the Bank's absolute discretion. Where an adjustment has been made, the Bank undertakes to inform the Agent of such change prior to implementing the change, indicating clearly when the revised commissions will come into effect. The change in the commission structure shall be communicated to the Agent in writing by letter, email, short messaging service (SMS) to the Agent's last known number or any other manner of communication adopted by the Bank

6.4. The Bank reserves the right to withhold or not to pay commissions to any Agent if the Agent is reasonably suspected of being involved in any fraudulent activities, misconduct or any conduct which is inconsistent with its responsibilities under the Agency Banking Agreement, including exploiting the Agency Banking services to earn extra commissions from split, fictitious or unjustifiable transactions.

6.5. The Bank reserves the right to claw back and/or recover commissions paid to any Agent if fraudulent activities or any other such misconduct is suspected or discovered subsequent to payment of a commission. The commission claw back and/or recovery can be made from any bank account held by the Agent with the Bank or any amounts due to the Agent from the Bank.

6.6. The Bank reserves the right to impose transaction conditions in order to prevent fraudulent and other unde-

sirable activities that may be perpetrated by the Agent for purposes of earning unjustified extra commissions

7. EQUIPMENT AND DOCUMENTS

7.1. The POS and all associated equipment installed in the Agent's premises by the Bank for conducting Agent Banking services as well as marketing materials shall be and shall remain the property of the Bank.

7.2. The Intellectual Property Rights in all documents, forms and marketing materials availed to the Agent, vests with the Bank. All unused forms and documents shall be returned by the Agent to the Bank upon termination of the Agency Banking Agreement.

7.3. The Bank shall prescribe the minimum technical specifications for the devices to be used by the Agent in providing the Agency Banking services.

7.4. All notes, memoranda, records and writing made by the Agent relating to the business of the Bank shall remain the property of the Bank and shall, upon request, be delivered by the Agent to the Bank. This is in addition to the requirement for agreed periodic delivery and transmission of documents to the Bank

8. DISCLOSURE OF INFORMATION AND CONFIDENTIALITY

8.1. The Agent acknowledges that all materials and information, including customer information, which has or will come into its possession or knowledge in connection with the Agency Banking Services or the performance of the Agency Banking Agreement is the property of the Bank and consists of confidential and proprietary data, the confidentiality of which must be maintained.

8.2. The Agent undertakes not to divulge or allow to be divulged, at any time during the course of or following termination of the Agency Banking Agreement any Customer Confidential Information or Bank Confidential Information relating to the Services, business or affairs of the Bank and its Customers to any third party without the consent of the Bank.

8.3. The Agent undertakes and agrees to hold such material and information in strictest confidence, not to make use

of it other than for the performance of the Agency Banking Agreement, to release it only to employees reasonably requiring such information in the execution of their duties and not to release or disclose it to any other person, unless so required by law.

8.4. The Agent's obligations of confidentiality under the Agency Banking Agreement shall survive the termination of the Agreement for any reason whatsoever.

8.5. The Bank may disclose information concerning the Agent to the Authorities, or to a Court of competent jurisdiction in order to comply with the request of any such Authority or the provisions of any law or regulation in force from time to time. The Agent hereby consents to the Bank providing information about the Agency Banking Agreement, any breach of the Agency Banking Agreement and/or fraudulent transactions processed by the Agent, to other banks, Industry and/or to the Authorities. This consent extends to any fraud prevention schemes established by the Bank, other banks, the Authorities, and/or any Industry Associations. The Bank will only disclose the abovementioned information when it is necessary to preserve the rights and interests of the Bank, other banks, the Industry or the public in general.

8.6. Back up transaction records will be kept by the Agent for a minimum period of one (1) year. The documents will be kept in a file or register protected from day light to maintain quality of receipts for this purpose.

9. DATA PROTECTION

9.1. It is hereby expressly declared that all Customer Confidential Information and Data collected by the Agent in relation to the Agency Banking Services shall be the property of the Bank and is subject to Data Protection procedures of the Bank.

9.2. The Bank of Zambia may at any time access any information, systems and premises related to the Agent operations

10. SUPERVISION AND INSPECTIONS

10.1. The Bank shall supervise the Agent and its activities and shall conduct periodic visits to the premises of the

Agent, to ensure that the Agent complies with the Agreement, the Directives and any applicable Regulations

10.2. The Bank, its Auditors and the Bank of Zambia shall have free, full, unfettered and timely access to the internal systems, documents, reports, records, staff and premises of the Agent in so far as the Agent Banking business is concerned and shall exercise such powers as may be deemed necessary, including to:

10.2.1. request for any information from any Agent at any time as deemed necessary;

10.2.2. carry out an examination of the Agent;

10.2.3. appoint an appropriate professional, at the cost of the Bank, to conduct a special audit on the Agent Banking service;

10.2.4. direct the Agent to take such action or desist from such conduct as may be deemed necessary;

10.2.5. direct the termination of the Agency Banking Agreement or closure of Agent business as it may deem necessary;

10.2.6. direct the Agent to take such action or measures as appropriate

11. CONSUMER PROTECTION

11.1. The Agent shall abide by all Operating Guides and all policies and procedures put in place by the Bank to address financial consumer protection and ensure that the Agent conduct business in a manner consistent with all consumer protection requirements which are applicable to the Bank

11.2. The Agent shall clearly display in a conspicuous place at its place of operations, the Bank's Complaints Handling Procedure.

11.3. The Bank shall train the Agent on receiving complaints and handling their resolution or escalation and maintaining the confidentiality of Customer information

11.4. The Bank reserves the right at any time to conduct physical inspections and investigation at the Agent's premises regarding the handling of complaints of the Bank's Customers

12. AUDIT

12.1. The Agent undertakes to fully comply with the Agent Banking Agreement, the Regulations, Operating Guides, any Applicable laws and hereby expressly authorizes the Bank to carry out either a scheduled audit or a snap audit of its operations, systems and procedures in order to review and to assess compliance levels.

13. MANUALS AND TRAINING

13.1. The Bank shall issue the Agent with a POS Acceptance Guide and POS User Guide which regulates the use and custody of the POS terminals and shall strictly be complied with by the Agent at all times.

13.2. The Bank reserves the right to amend the POS Acceptance Guide, POS User Guide and Transaction Dispute Resolution Register from time to time. The Bank may notify the Agent in writing of such amendments.

13.3. The Bank shall ensure that the Agent receives appropriate training and is provided with the necessary manuals and supporting tools and procedures regarding the offering of banking services. The training shall include:

13.3.1. Confidentiality, Data Protection and Data Handling

13.3.2. Anti -Money laundering

13.3.3. Combatting Terrorist Financing

13.3.4. Consumer Protection, Customer service and Customer Complaints Handling

13.3.5. Fraud & Risk

13.3.6. Minimum and mandatory requirements under the Directives

14. DURATION AND TERMINATION

14.1. The Agency Banking Agreement shall be effective from the date of the last signature hereof and shall remain in force for an indefinite period until and unless terminated by either Party in accordance with the terms of the Agreement.

14.1.1. The Bank shall give the Agent notice of immediate termination of the Agency Banking Agreement under the following circumstances:

14.1.2. If the Bank is directed by the Bank of Zambia to terminate the Agency Banking Agreement for whatever reason.

14.1.3. If there are no transactions being conducted by the Agent for one month. The Bank shall from time to time give an indication of the minimum number of transactions to be performed by an Agent in a given period. Failure to meet such a number of transactions may lead to the Agency Banking Agreement being terminated.

14.1.4. If the Agent fails to address persistent customer complaints that are within the control of the Agent.

14.1.5. If the Agent is guilty of a criminal offence involving fraud, dishonesty, financial impropriety or engages in fraud or acts in any way that breaches the terms of the Agency Banking Agreement.

14.1.6. If the Agent is discovered to have provided incorrect material statements or misleading information to sign up as an Agent

14.1.7. If the Agent sustains financial loss or damage to a degree as to make it impossible for the Agent to gain its financial soundness within three months from the date of the loss or damage

14.1.8. If the Agent is dissolved, wound up or is declared Bankrupt

14.1.9. If the Agent transfers, relocates or closes up at its disclosed place of business without the prior written consent of the Bank

14.1.10. If the Agent is reasonably suspected of involvement in Money Laundering/Financing of terrorism activities.

14.1.11. If the Agent is reasonably suspected to be involved or to have engaged in fraudulent or other undesirable activities such as splitting transactions or carrying out fictitious transactions for purposes of unjustly earning higher commissions from the Bank.

14.1.12. If the Agent violates/breaches any of the provisions of any Regulations or the Directives

14.1.13. If the Agent becomes a sanctioned entity by the regulator for material breach.

14.1.14. If the Agent advertises, operates or otherwise acts in a manner which leads a person to believe the Agent can offer e-money or financial services which are not specifically permitted or are expressly prohibited under the Agency Banking Agreement or the Directives

14.1.15. The Agent, being an individual and sole proprietor dies or becomes incapacitated (mentally or otherwise).

14.1.16. If termination of the Agency Banking Agreement is directed by the Authorities in the exercise of any Regulations or any other law.

14.1.17. Where the Agent fails to renew or does not hold a valid business license.

14.1.18. Where the Agent carries out any of the Prohibited activities

14.1.19. The Bank may, without prejudice to any other rights, suspend the Agency under the agreement under any of the circumstances highlighted under 14.2 above, pending investigations

14.1.20. Either Party may terminate the Agency Banking Agreement for convenience by giving the other Party 30 days written notice of the intention to terminate.

14.1.21. The Agency Banking Agreement shall terminate

immediately in an event the Bank loses its license as a commercial bank or upon withdrawal of its approval to conduct Agency Banking

14.1.22. Where the Agency Banking Agreement is terminated for any breach or misconduct of the Agent, the Agent shall be subject to further consequences as follows:

14.1.23. Withholding of commissions earned from suspicious or irregular transactions.

14.1.24. Immediate legal action shall be instituted by the Bank to recover any losses incurred by customers or the Bank due to the suspicious or irregular transactions.

14.1.25. Blacklisting the Agent.

14.1.26. Reporting the Irregular transactions to the Authorities and Industry associations

15. CONSEQUENCES OF TERMINATION

15.1. Upon termination of the Agency Banking Agreement for any reason, the Agent undertakes to return to the Bank, at the Agent's expense, all Point of Sale terminals, all confidential Information, Intellectual Property, product information, samples, publicity promotional and advertising material, marketing and technical information and Operating Guides which are in the Agent's possession, and to cease offering the Services forthwith. The Agent shall also immediately stop holding itself out as being an Agent of the Bank.

15.2. The Bank shall immediately withdraw all access and rights granted to the Agent for purposes of conducting Agency Banking

15.3. The Bank shall ensure that the all payments due to the Agent are paid on the 10th of the month first after the termination. The Agent shall be entitled to commission only in respect of Services carried out by it and transmitted to the Bank before the date of termination and not in respect of Services the details of which are transmitted to the Bank after that date. The Bank shall not make any payments where the termination of the Agency Banking Agreement is

as a result of suspected fraud and financial misconduct on the part of the Agent

15.4. Upon termination or cessation of the Agency Banking Agreement the Bank shall cause a notice of the termination to be published within the locality of the premises where the Agent was operating or in any other way or manner as to inform the general public of the cessation of the Agent Agreement.

16. REPORTING AND NOTIFICATION REQUIREMENTS

16.1. The Agent shall provide the Bank with any information requested in the form and frequency at which it is requested.

16.2. The Bank will submit all or part of this information to the Bank of Zambia as required.

17. GOVERNING LAW AND JURISDICTION

17.1. The Parties hereto agree that the Agency Banking Agreement and the relationship arising there from shall be regulated entirely by the laws of Zambia and, in the event of a dispute; the Parties hereto consent to the jurisdiction of the High Court for Zambia for the resolution of the disputes.

18. INCIDENTAL CREDIT AGREEMENT

18.1. Any failure by the Agent to pay any amount falling due (including any commissions due for claw back and any amounts due under the Indemnity Clause), when it is due and upon receiving written demand for payment from the Bank, and without limiting any rights that the Bank may have at law, will entitle the Bank to do the following:

18.1.1. at its discretion, charge interest on the outstanding amount due in line with its Credit policy subject to maximum lending interest permissible by Bank of Zambia,

18.1.2. consolidate the outstanding amount and interest with any Credit facilities extended to the Agent

18.1.3. hand the matter to its attorneys for recovery.

18.2. Any collection costs incurred in enforcing this

clause will be charged by the Bank to the Agent. Such collection costs will include, legal costs, collection commission and any other disbursements incurred by the Bank in collecting any amounts owing to the Bank.

19. DOMICILIA AND NOTICES

19.1. All communications between the Parties, including procedural notices and correspondence relating to customers and dealers, may be sent by e-mail, publications in the media, Short Message Service (SMS Text message), hand delivered or by registered post to the addresses as set out in the execution page of the Agreement or at such alternative addresses as they may specify in writing from time to time. Each notice shall commence or take effect from the date of receipt by the addressee.

20. EXCLUSION OF LIABILITY

20.1. The Services offered by the Agent to Customers of the Bank are subject to change based on the Bank's prevailing objectives, strategy and operations. Any changes to the services listed herein will be communicated to the Agent by the Bank in writing or provision of business materials that show the change. The Bank will not be liable for any losses or damages that may be incurred by the Agent due to any changes made by the Bank to the services offered under Agent Banking as stipulated in the Contract.

20.2. Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute an agency beyond the scope expressly provided in the Agreement or authorize the Agent to make or enter into any commitments for or on behalf of the Bank. For the avoidance of doubt, the Bank and the Agent are separate entities, each with capacity to enter into the Agreement.

21. ENTIRE AGREEMENT

21.1. The Agency Banking Agreement (and documents incorporated by express reference) constitutes the entire Agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to Agency Banking.

21.2. Unless expressly stated in the Agency Banking Agreement, no reliance shall be placed on matters outside the Agreement. Each party acknowledges that in entering into the Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agency Banking Agreement.

21.3. Except as otherwise expressly provided in the Agency Banking Agreement, no variation of the Agency Banking Agreement shall be effective unless it is in writing and signed by the parties.

22. ASSIGNMENT

22.1. The Agent shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Agreement.

23. WAIVER

23.1. No failure or delay by a party to exercise any right or remedy provided under the Agency Banking Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

23.2. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

24. SEVERANCE

24.1. If any provision or part-provision of the Agency Banking Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.

25. RIGHT TO CHANGE THE TERMS AND CONDITIONS

25.1. The Bank reserves the right to change the terms and conditions applicable to the Agency Banking Agreement, at any time, and post a revised version on the Zanaco

website. The revised version of the Ts & Cs will be effective on such a date as the Bank shall advise or immediately upon publishing on the Website.

26. FORCE MAJEURE

26.1. Neither party shall be liable to the other for any failure to perform any obligation under the Agency Banking Agreement which is due to an event beyond the control of such party including, but not limited to, act of God, war, insurrection, riot, civil unrest or act of civil or military authority. Any party affected by such event shall forthwith inform the other party of the same in writing and shall use all reasonable endeavours to comply with the terms of the Agreement. Where such event renders performance impossible for a continuous period of not less than six months, the other party shall be entitled to terminate the Agency Banking Agreement by serving one month's notice in writing.

27. INDEMNITY

27.1. The Agent shall indemnify, hold harmless and defend the Bank and its officers, directors, agents, employees, and affiliates, from and against any and all claims, demands, actions, costs, expenses, liabilities, judgments, causes of action, proceedings, suits, losses and damages of any nature, which are threatened or brought against, or are suffered or incurred by, the Bank its agents, its customers or any such person to the extent caused directly by acts or omissions of the Agent or its agents, employees or officers relating to the Agreement, including without limitation

27.1.1. any negligent, tortuous or fraudulent conduct,

27.1.2. any breach of any of the representations, warranties, covenants or conditions of the Indemnifying Party contained in the Agreement,

27.1.3. any violation of applicable laws or regulations,

27.1.4. infringement or violation of any patent, copy right, trade secret, or other proprietary interest of any third party,

27.1.5. any breach of any express or implied warranties relating to the Bank's products and services, including

implied warranties, and

27.1.6. any breach of the Agency Banking Ts & Cs, Agency Banking Agreement and the Directives, and any penalties imposed by Authorities

28. INSURANCE COVER

28.1. The Agent will be required to take out Insurance cover for the Agent, the Employees and the Agency Banking business (including physical premises) as a condition for signing up and continuing to conduct Agency Banking business as an Agent. The Bank may upon a 30-day written notice given to the Agent terminate the Agency Banking Agreement in the event that the Agent fails to take out Insurance cover at the commencement of the Agency Banking Agreement, during the Agreement or in the event the Agent fails to renew the Insurance Cover during the course of the Agency Banking Agreement. The Agent shall be at liberty to take out the Insurance Cover with any local Insurance Company providing the required Insurance Cover.

