



GHANAPAY AGENT ENGAGEMENT AGREEMENT



This **ZENITH GHANAPAY AGENT ENGAGEMENT AGREEMENT** (the “**Agreement**”) is made this day of 20.....

BETWEEN

ZENITH BANK GHANA LTD, a company duly incorporated in accordance with the laws of the Republic of Ghana, with its head office situated at Zenith Heights No 37 Independence Avenue and whose postal address is PMB CT 393, Cantonments, Accra (hereinafter referred as the “**Bank**”) acting by its Managing Director **Henry Onwuzurigbo**, of the one part.

AND

.....
.....
.....
.....
.....

(hereinafter referred to as “**the Agent**”) of the other part.

WHEREAS:

- A. The Bank is registered in Ghana and licensed by the Bank of Ghana to carry on the business of banking.
- B. The Agent is engaged in the business of _____
- C. The Agent is desirous of engaging in the business of GhanaPay transactions on behalf of and in collaboration with the Bank.
- D. The **Bank and the Agent** shall be independently referred to as “**the Party**” and jointly referred to as “**the Parties**”.

NOW THEREFORE it is agreed as follows:

1. INTRODUCTION AND DEFINITIONS

In this Agreement the following terms shall have the following meanings:

- 1.1. The term 'Agent' means a natural or legal person that provides either one or all of the following services:
 - i. The registration of customers for GhanaPay wallet services;
 - ii. Cash in;
 - iii. Cash out;
 - iv. Bill payments;
 - v. Token Transfers/Redemption;
 - vi. Data and Airtime Sales;
 - vii. Customer onboarding.

- 1.2 'Customer' means an individual that has opened a GhanaPay wallet with the Bank to access GhanaPay products and services which include cash in and cash out, savings, bill payment etc.

2. IDENTIFICATION GUIDELINES FOR THE CUSTOMER

- 2.1. An Agent shall only carry out a transaction with a customer after first obtaining and checking with reasonable diligence that the required customer identification document is in place as listed below in section 2.2, which may be updated from time to time.
- 2.2. The only acceptable identification card for customer registration purposes is a valid ECOWAS Identity Card (Ghana Card).
- 2.3. The Agent shall decline to perform the transaction if based on the sufficiency of information provided in the identification document, is not satisfied with the proof of the customer's identity.
- 2.4. As a guide, the Agent presented with an identification document shall ensure that the following are in place:
 - 2.4.1. That the identification document is legible and comprehensible.
 - 2.4.2. That the identification document, as far as is reasonably ascertainable is not fake or fraudulently obtained.
 - 2.4.3. That the identification document bears the exact name and photograph of the customer presenting it.
 - 2.4.4. That the identification document has not expired.

3. TRANSACTION GUIDELINES

For each transaction, the Agent shall ensure the following guidelines are adhered to:

- 3.1. The Agent shall employ the highest level of due diligence reasonably expected in the professional performance of his/her /its duties.
- 3.2. The Agent shall ensure prompt service delivery to customers who visit for GhanaPay services.
- 3.3. That each transaction is legibly recorded upon completing the transaction.
- 3.4. The Agent shall charge the customer the approved fees provided for in the Agent Fees and Commission Table (Attached as Appendix 1).
- 3.5. That the customer presents a valid ECOWAS Identity Card (Ghana Card) for Cash-in and Cash-out transactions.
- 3.6. That all prices posters, fliers, banners and any other materials provided by the Bank are well displayed, visible and clearly communicated by the Agent to all customers.
- 3.7 That there are enough funds to serve customers at all times. This cash may be in electronic form and/or physical cash.
- 3.8 That without license from the Regulator to perform such transactions, the Agent shall not use the GhanaPay wallet for other e-currency transactions.

4. BRIBERY, CORRUPTION AND FRAUD

- 4.1. The Bank shall in no way tolerate fraud, corruption or bribery.
- 4.2. Any Agent involved in bribery, corruption or fraud shall:
 - 4.2.1 Have his or her or its GhanaPay wallet (s) cancelled and
 - 4.2.2 Where need be, be handed over to the Police for investigation and prosecution.
- 4.3. Instances of conduct that amounts to bribery, corruption and fraud below is non-exhaustive and shall be updated as and when the need arises. They include the following:
 - 4.3.1. Charging unapproved fees for GhanaPay transactions.
 - 4.3.2. Disclosure of the customer's transaction details and other confidential information to unauthorised third parties.
 - 4.3.3. Conducting unapproved/unauthorised transactions such as withdrawals on a customer's wallet.
 - 4.3.4. Participating in wrongful GhanaPay registrations. This includes but is not limited to the deliberate input of wrong or incorrect data.
 - 4.3.5. Wrongfully obtaining the GhanaPay PIN numbers and other confidential information of customers.
 - 4.3.6. Engaging in the forgery or falsification of GhanaPay documents/records.
 - 4.3.7. Engaging in money laundering.

4.4. Agents are to report to the Bank any knowledge or suspicion of improper, unethical, fraudulent and/or criminal conduct by an Agent, Customer or Staff of the Bank or any other third party. A report may also be made to the Police in the instances of fraudulent and/or criminal conduct.

5. MONEY LAUNDERING

5.1. The Agent shall ensure as follows:

- 5.1.1. Comply with the rules of the procedures specified in this Agreement.
- 5.1.2. Report all suspected cases of money laundering or fraud, relating to customers, other Agents or third parties to the Bank or the Police.

5.2. The Agent shall continue to be bound by sections 4, 5 and 6 herein even after the partnership with the Bank has ceased.

6. CONFIDENTIALITY

The Parties hereto shall treat as confidential all knowledge and information relating to their respective businesses and operations exchanged between them for the purposes derived or obtained in the course of establishing and performing the Services envisaged under this Agreement. The same may not be disclosed to any third party except by the prior written consent of the other Party hereto.

7. SANCTIONS

7.1. The execution of this Agreement means the Agent agrees to be bound, by the rules and guidelines provided herein throughout his/her/its relationship with the Bank. The Agent further agrees to be subject to the below sanctions in the event of any breach hereof.

7.2. An Agent shall have his/her/its wallet terminated where he or she or it conducts herself/himself/itself in a manner contrary to this Agreement and/or in any manner that may bring the name and image of the Bank and GhanaPay service into disrepute.

7.3. Such conduct contrary to this Agreement includes the following instances:

- 7.3.1. Overcharging customer(s);
- 7.3.2. Charging unapproved fees;
- 7.3.3. The conduct of false or unauthorized transactions on the GhanaPay wallet of the customer;
- 7.3.4. Entering false/wrong customer data and transaction data;
- 7.3.5. The disclosure of confidential customer details to unapproved third parties contrary to section 6 of this Agreement;

- 7.3.6. The receiving or offering of bribes contrary to section 4 of this Agreement;
- 7.3.7. Engaging or assisting in money laundering contrary to section 5 of this Agreement;
- 7.3.8. Engaging in Direct Cash In; or
- 7.3.9. Engaging in Arbitrage

7.4. In addition to having the wallet terminated further to section 7.2. above, an Agent found/suspected to be engaged in fraudulent conduct shall be handed over to the Ghana Police for further investigation and prosecution.

7.5. All financial losses due to the Agent's acts and incurred by the customer shall be borne by the Agent. These acts include the non-compliance with directives on Direct/Third Party Case-In transactions, overcharging and negligent acts such as entering wrong customer details.

7.6. An Agent proven by the Bank's investigations to have engaged in or assisted in any fraudulent act shall:

- 7.6.1. Be reported to the Police and
- 7.6.2. Be liable to refund all monies lost by the customer because of such fraud.

7.7. In the event that an Agent has his/her/its wallet terminated under section 7.2. above:

- 7.7.1. The Agent shall immediately cease to act as an Agent of the Bank and shall immediately cease providing GhanaPay services.
- 7.7.2. All logistics shall immediately be returned to the Bank by the Agent.
- 7.7.3. The Agent shall not have any claim against the Bank as compensation for loss of distribution or other rights, loss of goodwill or any similar loss.

8. RIGHTS OF AGENTS

8.1. All commissions earned legitimately shall be paid to the Agent. Where an unlawful transaction by the Agent is detected by or reported to the Bank

- 8.1.1 Commissions shall be halted.
- 8.1.2 The Agent's wallet shall be blocked to enable further investigations.

8.2. The Agent shall receive support from the Bank as captured in Section 18 below.

9. DUTIES OF THE AGENT

9.1. The Agent shall conduct himself or herself in a manner which contributes to the highest standards of ethical business practices.

9.2. The Agent shall adhere strictly to the approved fees.

9.3. The Agent, his or her or its employees and agents shall therefore

- 9.3.1. Conduct this transaction honestly, fairly and legally;

9.3.2. Conduct business pursuant to this Agreement and

9.3.3 Ensure that business is conducted in a completely ethical and transparent manner.

10. FEES AND COMMISSIONS

The fees and commissions that apply to this Agreement are stated in Appendix 1 below.

11. INDEMNITIES

The Agent indemnifies the Bank against all losses, claims, suits, liability or judgement suffered by the Bank including attorney's fees and cost as a result of the Agent's negligence or breach or violation of any of the provisions herein.

12. BUSINESS ETHICS

Parties shall maintain acceptable standards of integrity and corporate governance so as to benefit all parties and third parties to this Agreement.

13. POLITICAL NEUTRALITY

The Agent shall ensure that he /she/it does not jeopardize the politically neutral status of the Bank.

14. ENTIRE AGREEMENT

This Agreement contains the whole agreement between the parties and supersedes and replaces any prior written or oral agreements, representations or understanding between or made by the Parties. The parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement.

15. SEVERANCE

If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void, or unenforceable, the provision shall, to the extent required, be severed from this Agreement, and rendered ineffective as far as possible, without modifying the remaining provisions of this agreement, and shall not in any way affect the validity or enforcement of this Agreement.

16. MODIFICATION AND WAIVERS

No provision of this Agreement can be modified, changed, waived, discharged, or terminated except by an instrument in writing signed by both parties hereto. No departure from the terms of this agreement shall oblige either party to permit that departure or any subsequent departure and no waiver of any of the terms hereof or a breach of any of the terms hereof shall be deemed to be a waiver thereafter as to any of such terms or as to any subsequent or continuing breach.

17. NOTICES

Except as otherwise expressly provided in this Agreement, all notices and communications hereunder shall be in writing and mailed or sent or delivered to each party hereto at its respective address set forth below, or as to each party, such other address as shall be specified in a written notice to the other party.

For : The **Bank**
Email: ebusiness@zenithbank.com.gh
Address : P.M.B. CT 393, Accra-Ghana
Attention: Betty Naa Crabbe

For: The **Agent**
Email:
Address :
Attention:

18. SUPPORT

The Bank shall provide Agent with service support on a devoted help line and e-mail service.

Helpline: 0302680884

Email: ghanapaycomplaints@zenithbank.com.gh

Visit Zenith Bank Head Office

19. DISPUTE RESOLUTION

19.1. The Agent shall submit his or her complaints via the channels provided in section 18 below for resolution. Where there is any stalemate or Agent is not happy with the feedback from the Bank, the matter may be referred to a court of competent jurisdiction to be settled.

19.2. In the event of a dispute, a party may resort to a court of competent jurisdiction to settle the dispute.

20. FORCE MAJEURE

Neither Party will be liable to the other for any default or delay in the performance of its obligations under this Agreement if and to the extent possible such default or delay is caused by any act of God, war or civil disturbance, court order, or any other circumstance beyond its reasonable control.

21. GOVERNING LAW

The terms and conditions set herein shall be governed by and construed in accordance with the laws of Ghana and the parties shall submit to the non-exclusive jurisdiction of the Ghanaian Courts.

IN WITNESS WHEREFORE the Parties have hereunto set their hands the day and year first above written.

SIGNED FOR AND ON BEHALF OF ZENITH BANK GHANA LTD by

Name:

Title:

Signature:

Date:

In the presence of:

Name:

Signature:

SIGNED FOR AND ON BEHALF OF WITHIN NAMED AGENT by / SIGNED BY WITHIN NAMED AGENT

Name:

Title:

Signature:

Date:

In the presence of:

Name:

Signature:

APPENDIX 1

Agent Commission

TRANSACTIONS	MINIMUM VALUE	CUSTOMER PAYS?	RULE	AGENT
Cash In - Agent of Same Bank	GHS1	No	0.5% of deposit value (capped at Ghs 10)	100%
Cash In - Agent of Different Bank	GHS1	No	0.5% of deposit value (capped at Ghs 10)	80%
Cash Out - Agent of Same Bank	GHS1	Yes	0.5% of withdrawn value (Capped at Ghs 10)	80%
Cash Out - Agent of Different Bank	GHS1	Yes	0.5% of withdrawn value (Capped at Ghs 10)	80%
Initiating Transfer (e-Token)	GHS1	Yes	1% of transferred value	60%
Cash Out of Money Voucher	GHS1	Yes	1% of withdrawn value (Capped at Ghs 10)	60%
Airtime/Data	GHS1	No	5% telco commission	60%
Pay Bill	GHS1	Yes/No	X% based on biller agreement	60%
Activating New Customer	N/A	N/A	Customer to Recharge Minimum GHS10.00	GHS2.00