



ZENITH BANK (GAMBIA) LTD.

PARASTATAL
ACCOUNT

**ACCOUNT OPENING REQUIREMENTS FOR
MINISTRY, PARASTATAL AND AGENCY CURRENT ACCOUNT**

1. Account Opening form duly completed.
2. Identification of Signatories - International Passport, Driver's Licence or National ID Card (Original to be sighted)
3. Parastatals mandate
4. Two (2) Specimen Signature Card duly completed and counter-signed by the Account-General of the Federal/State
5. Gazette, Edict, Degree, Law or Act setting up the Parastatal/Agency
6. Board Resolution appointing Zenith Bank (Gambia) Ltd as the company's bankers and duly signed by the Permanent Secretary and Legal Adviser/Secretary of the Board, **Counter-signed** by the Accountant-General of the Federation (Accountant-General of the State, in the case of the state Parastatal or Agencies)
7. Two (2) recent clear passport-sized photographs of each of the signatories to the account with their names written on the reverse side and counter signed by the CEO of the parastatal;
8. Photocopy of tax clearance of Public Utility receipts of each of the Signatories.

(FOR BANK USE ONLY)

MINISTRY, PARASTATAL AND AGENCY CURRENT ACCOUNT

| S/N | DOCUMENTS OBTAINED | IN PLACE | WAIVER |
|-----|---|----------|--------|
| 1. | Identification: | | |
| | (a) National Identification Card | | |
| | (b) International Passport | | |
| | (c) National Driving Licence | | |
| 4. | Signature Cards | | |
| 5. | Organisation Mandate | | |
| 6. | Gazette, Edict, Degree, Law, Act. | | |
| 7. | Board Resolution/Accountant General of the Federal/State Approval | | |
| 8. | Visitation Report | | |
| 9. | Waved Documentation | | |
| 10. | What Document is Deferred? | | |
| 11. | Deferral Period | | |
| 12. | KYC/Money Laundering Form | | |

CUSTOMER INTRODUCED BY _____
NAME & SIGNATURE

RELATIONSHIP OFFICER _____
NAME & SIGNATURE

WAIVER APPROVED BY _____
NAME & SIGNATURE

| Approved By: | INITIAL | DATE |
|----------------|---------|------|
| Legal Officer | | |
| Branch Manager | | |
| Approval | | |



APPLICATION FOR THE OPENING OF MINISTRIES, PARASTATALS AND GOVERNMENT AGENCY CURRENT ACCOUNT

NAME OF COMPANY _____

REGISTRATION NUMBER _____ DATE OF INCORPORATION _____

REGISTERED ADDRESS: _____ BUSINESS ADDRESS: _____ MAILING / CORRESPONDENCE ADDRESS: _____

TELEPHONE NO: _____ FAX NO: _____

EMAIL _____

NATURE OF BUSINESS (PLS SPECIFY): _____

PREFERRED MODE OF RECEIVING STATEMENT OF ACCOUNT E-MAIL POST HOLD MAIL
(To be collected by the customer)

INDUSTRY CLASSIFICATION: FEDERAL STATE LOCAL OTHER

KEY CONTACT PERSONS (SENIOR MANAGEMENT STAFF/SIGNATORIES)

| NAME | POSITION/TITLE | TELEPHONE NO: |
|------|----------------|---------------|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |
| 6. | | |

ACCOUNTS WITH OTHER BANKS INCLUDING ZENITH BANK (Gambia) Ltd

| NAME AND ADDRESS OF BANK/BRANCH | ACCOUNT NAME AND NUMBER |
|---------------------------------|-------------------------|
| | |
| | |
| | |

We request for the opening of a current account with ZENITH BANK Plc. We certify that the above particulars are correct and agree to be bound by the terms and conditions governing the operation of the account.

Authorised Signatory & Date

Authorised Signatory & Date



ORGANISATION MANDATE

Name of Ministry/Parastatal/Agency |:

Registered Office:

Mailing Address:

To: ZENITH BANK (Gambia) Ltd

Dear Sir,

We, the undersigned acting on behalf of the Organisation hereby request you to open a current account in the

name of _____

We understand that any sum standing to the debit of the current account shall be liable to interest charges at a rate fixed by Bank from time to time. You are authorised to debit the account with your usual banking charges, interest, commission, etc. We hereby certify that the following is a true copy of the resolutions adopted by Executive

Management _____

on _____

and that the resolutions have not been subsequently rescinded or modified, and that the Organisation in general meeting has not imposed any restrictions and/or conditions on the exercise by the Management of any of its powers to borrow moneys or to invest funds of the Organisation or otherwise.

We agree that in addition to any general lien or similar right to which you as bankers may be entitle to by law, you may at any time and without notice to us combine or consolidate all or any of the Organisations accounts with the liabilities to you and st off or transfer any sum or sums standing to the credit of any one or more of such accounts or any other credit, be it cash, cheques, valuables, deposits, securities, negotiable instruments or other assets belonging to the Organisation with you in or towards satisfaction of any of the Organisation's liabilities to you or any other account or in any other respect, whether such liabilities be actual or contingent, primary or collateral and several or joint.

DIRECTOR OF FINANCE
Signature/Date/Stamp

LEGAL ADVISER/SECRETARY
Signature/Date/Stamp

CHAIRMAN/CHIEF EXECUTIVE
Signature/Date/Stamp

ACCOUNTANT GENERAL
Signature/Date/Stamp

(ORGANISATION SEAL)

ZENITH BANK PLC. INDUSTRY CLASSIFICATION

AGRICULTURE

| | | | | | | |
|-------------------|------------|--------------|-------------------|------------|---------|-----------------|
| Food Crops grains | Production | Distribution | Other Foods Crops | Cash Crops | Poultry | Other Livestock |
|-------------------|------------|--------------|-------------------|------------|---------|-----------------|

| | | |
|----------|---------|--------|
| Forestry | Fishing | Others |
|----------|---------|--------|

MINING AND QUARRYING

| | | | |
|------|--------|-----------------|---------------------------|
| Coal | Mining | Petroleum & Gas | Other Non Metallic mining |
|------|--------|-----------------|---------------------------|

MANUFACTURING

| | | | | | |
|--------------------------|--------------------|--------------------------------|-------------------|----------|---------------|
| Flour milling & bakeries | Beverages, Tobacco | Other Foods Processing Canning | Textile & Apparel | Footwear | Wood Products |
|--------------------------|--------------------|--------------------------------|-------------------|----------|---------------|

| | | | | |
|------------------------|---------------------------|-----------------|------------------------------|---------------------------|
| Paper & Paper Products | Printing, Publishing, etc | Rubber Products | Soap and oils and Detergents | Petroleum & Coal Products |
|------------------------|---------------------------|-----------------|------------------------------|---------------------------|

| | | |
|---|-------------------------------------|-----------------|
| Building Material, Pottery, Ceramic etc | Basic metal Products (smelting etc) | Pharmaceuticals |
|---|-------------------------------------|-----------------|

| | |
|------------------------------------|-----------------------------|
| Other Manufacturing and processing | Other non Metallic products |
|------------------------------------|-----------------------------|

REAL ESTATE/CONSRUCTION

| | | | | | |
|-------------------------|---------------------|-------------|-----------------|---------------------|--------|
| Owner Occupied Property | Commercial property | Residential | Non Residential | Public Construction | Others |
|-------------------------|---------------------|-------------|-----------------|---------------------|--------|

PUBLIC UTILITIES

| |
|---------------------------------|
| Electricity, Water harbour etc. |
|---------------------------------|

GENERAL COMMERCE

| | | | | | |
|--------|-------|----------------------------|--------------|--------|--------------|
| Export | Cocoa | Groundnuts & Groundnut oil | Palm Produce | Cotton | Hides & Skin |
|--------|-------|----------------------------|--------------|--------|--------------|

| | | | | |
|-------------------|-------------------|----------------------------|--------------|--------------------------|
| Rubber & Products | Timber & Products | Other Agricultural Exports | Agricultural | Imports & Domestic trade |
|-------------------|-------------------|----------------------------|--------------|--------------------------|

| | | | |
|---------|--------------------|-----------------|----------------|
| Imports | Wholesale merchant | Retail merchant | Domestic trade |
|---------|--------------------|-----------------|----------------|

TRANSPORTATION AND COMMUNICATION

| | | | | |
|----------------|----------------|-----------------|---------------|---------------------|
| Rail Transport | Road transport | Water transport | Air transport | Other communication |
|----------------|----------------|-----------------|---------------|---------------------|

FINANCE AND INSURANCE

| | | | | |
|-----------------|-------------------|-----------------------|----------------------------|---------------------|
| Universal Banks | Finance Companies | Mortgage Institutions | Other Banking Institutions | Insurance Companies |
|-----------------|-------------------|-----------------------|----------------------------|---------------------|

GENERAL

| | | |
|-------------------------|-----------------|---------------|
| Personal & Professional | Hotel & Tourism | Miscellaneous |
|-------------------------|-----------------|---------------|

GOVERNMENT

| | | | |
|---------|-------|-------|-----------------------|
| Federal | State | Local | Others (not provided) |
|---------|-------|-------|-----------------------|



e-BANKING SERVICE TERMS AND CONDITIONS

The following terms and conditions shall govern the Zenith Bank (Gambia) Ltd E-Banking Service.

1. Definitions

"Customer" means a customer of Zenith Bank (Gambia) Ltd who has or operates an account with the bank and is named in the application form but where two individuals are named, either or both of them are customers.

"The Bank" means Zenith Bank (Gambia) Ltd. "Card" means Zenith Easy Card issued to customers. "Card Holders" means a customer who has been issued a Zenith Easy Card. The card is the proper of the Bank upon request by the Bank.

"Service" means the Zenith Bank (Gambia) Ltd Internet Banking, Telephone Banking, Secure Message Facility Bills Payment Services, Automatic Teller, eAllert, etc.

"Accesscode, Passcode, Username and Password" means the enabling code with which you access the system for the service and which is known to you only.

"Account" means a current or savings account or other accounts maintained with the Bank at any of the Bank's branches in The Gambia.

"PIN" means your personal identification number.

"Mailing Address" means the customer's mailing address in the Bank's records.

"Instruction" means the customer's request to the Bank for the services.

"ATM" means Automated Teller Machine that dispenses to account holders or accept cash deposits with the use of a Smart Card that is Debit Card or Credit Card.

"Zenith Easy Card" means card use by customer for processing transactions through a payment switch on various payment channels e.g. ATM, POS.

"Payment Switch" means on-line electronic transaction processing payment infrastructure that connect different payment channels to the payment processors and enablers' e.g. InterSwitch.

"Secure Message Facility" means the facility within the e-banking service that enables the client to send electronic messages (e-mails, SMS) to the Bank, including without limitation free-format messages, fixed format messages, or instructions to make payment. Request for the Cheque Book, Bank Draft or the Purchase or Sale of Securities and Interests in mutual funds.

2. The service allows the Customer to give the bank instructions by use of:

- (a) Telephone, ATM, PIN, Password, Accesscode and Username and secure messages (e-mails, SMS) for the following:
 - (i) Obtain information regarding customer's balances as at the last date of business with the bank
 - (ii) Obtain information with regards to any instrument in clearing or any credit standing in the Customer account as at the last date of transaction on the customer's account.
 - (iii) Authorize the bank to debit customer's account to pay a specified utility bill such as NITEL, NEPA, WATER RATE and/or any other bills as specified by the customer subject however to availability of such bill payment under this service.
 - (iv) Authorizing the bank to effect a transfer of funds from the customer's account to any other account with the bank.
 - (v) Authorizing the bank to effect any stop payment order.
 - (vi) Authorizing the bank to debit Customer account and load same into value card.
- (b) On receipt of instructions, the bank will endeavor to carry out the customer's instructions promptly, excepting all or any unforeseen circumstances such as Act of God, Force Majeure, and other causes beyond the bank's control.

3. Before the service can avail any customer, he/she must have:- any one or a combination of the following:

- (i) An account with the bank
- (ii) A Passcode, Accesscode, Username, Password or token authenticator.
- (iii) A Personal Identification Number "PIN"
- (iv) An e-mail address
- (v) GSM number

4. The Passcode/Accesscode/Password/E-mail Security.

The Customer understands that his/her Passcode, Access Code/Password/E-mail is used to give instructions to the bank and accordingly undertakes:

- (i) That under no circumstances shall the Passcode, Accesscode/Password be disclosed to any body.
- (ii) Not to write the Passcode, Accesscode/Password in an open place in order to avoid third party coming across same.

- (iii) The customer instructs and authorizes the Bank to comply with any instructions given to the bank through the use of the service.
- (iv) Once the bank is instructed by means of the customer's Passcode, Accesscode and PIN the Bank is entitled to assume that those are the instructions given by the customer and to rely on the same.
- (v) The customer's Passcode, Accesscode must be changed immediately it becomes known to someone else.
- (vi) The bank is exempted from any form of liability whatsoever for complying with any or all instruction(s) given by means of the customer's Passcode, Accesscode if by any means the passcode, Accesscode becomes known to a third party.
- (vii) Where a customer notifies the bank of his intention to change his Passcode, Accesscode arising from loss of memory of same, or that it has come to the notice of a third party, the bank shall, with the consent of the customer, delete same and thereafter allow the customer to enter a new Passcode, Accesscode PROVIDED THAT the bank shall not be responsible for any loss that occurs between the period of such loss of memory of the Passcode, Accesscode or knowledge of a third party and the time the report is lodged with the bank.
- (viii) Once a customer's Passcode/Accesscode is given, it shall be sufficient confirmation of the authenticity of the instruction given.
- (ix) The customer shall be responsible for any instruction given by means of the customer's Passcode/Accesscode. Accordingly, the bank shall not be responsible for any fraudulent, duplicate or erroneous instructions given by means of the customer's Passcode/Accesscode.

5. Customer's responsibility:

- (i) The customer undertakes to be absolutely responsible for safeguarding his username, access code, passcode, PIN and password, and under no circumstance shall the customer disclose any or all of these to any person.
- (ii) The Bank is expressly exempted from any liability arising from unauthorized access to the customer's account and/or data as contained in the Bank's record via the service, which arises as a result of inability and/or otherwise of the customer to safeguard his PIN, Passcode/Accesscode and/or password and/or failure to log out of the system completely by allowing onscreen display of his account information.
- (iii) The Bank is further relieved of any liability as regards breach of duty of secrecy arising out of customer's inability to scrupulously observe and implement the provisions of clause 4 above, and/or instances of breach of such duty by hackers and other unauthorized access to customer's account via the service.

6. Under no circumstances will the bank be liable for any damages, including without limitation direct or indirect, special, incidental or consequential damages, losses or expenses arising in connection with this service or use thereof or inability to use by any party, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation, transmission, computer virus or line or system failure, even if the bank or its representatives thereof are advised of the possibility of such damages, losses or hyperlink to other internet resources are at the Customer risk.

7. Copyright in the pages and in the screens displaying the pages, and in the information and material therein and arrangement is owned by the bank.

8. The bank shall not be responsible for any electronic virus or viruses that the customer may encounter in course of making use of this service. Rules of the road:

- 9. For the benefit and security of our Customer and to comply with applicable laws, we have a few mandatory guidelines that we call rules of the road. And conduct that violates the rules of the road is grounds for termination of this services and the bank may for whatsoever reason vary these terms and conditions. For this reason, the customer undertakes to:
 - (i) Provide accurate information. Agree to provide true, accurate, current and complete information about yourself as requested in our registration form and account opening forms and the customer agree not to misrepresent his/her identity or information, which may include user names, password or other access devices for such accounts.
 - (ii) Obey the law. Customer agrees not to use the service for illegal purposes or for the transmission of material that is unlawful, harassing, libelous (untrue and damaging to others), invasive of another's privacy, abusive, threatening, or obscene, or that infringe the right of others.
 - (iii) Restrictions on commercial use or resale. Customer's right to use the service is personal therefore customer agrees not to assign or make any commercial use of the service.
 - (iv) Proprietary rights. The customer acknowledges and agrees that the bank own all rights to this web site and the content displayed on the site. The customer is only permitted to use this content as expressly authorized by the service. Customer(s) may not copy, reproduce, distribute, or create derivative work from this content. A violation of any of the rules (i-iv) is a ground for discontinuation of the service by the bank.

discontinuation of the service by the bank.

Disclaimer of warranties

10. The customer expressly understands and agrees that use of the service is at his sole risk. The service is provided on an available basis. The bank expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

11. The bank makes no warranty that:

- (i) The service will meet Customer requirements bullet
- (ii) The service will be uninterrupted, timely, secure, or error-free
- (iii) The results that may be obtained from the use of the service will be accurate or reliable
- (iv) The quality of any products, services, information or other material purchased or obtained by the customer through the service will meet your expectations, and
- (v) Any errors in the technology will be corrected.

12. Any material downloaded or otherwise obtained through the use of the service is done at customer's own discretion and risk and the bank is not responsible for any damage to customer's computer system or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by customer from us or through or from the service will create any warranty not expressly stated in these terms.

Limitations of liability

13. Customer agree that the bank will not be liable for any liability, whether direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to damages for loss of profits, goodwill, use or other intangible losses, even if we have been advised of the possibility of such damages, resulting from:

- (i) The use or the inability to use the service
- (ii) The cost of getting substitute goods and service resulting from any products, data, information or services purchased or obtained or messages received or transactions entered into through or from the service;
- (iii) Unauthorised access to or alteration or your transmission of data;
- (iv) Statements or conduct of anyone on the service; or
- (v) Any other matter relating to the service.

14. Indemnification.

Except when caused by the bank's intentional misconduct or gross negligence, customer agree to protect and fully compensate the bank and its Subsidiaries and service providers from any/ and all third party claims liability, damages, expenses and costs (including, but not limited to, legal fees) caused by or arising from customer's use of the service, violation of the terms or infringement, or infringement by any other user of customer's account, of any intellectual property or other right of anyone.

15. Service changes and discontinuation.

The bank reserve the right to change or discontinue, temporarily or permanently, the service at any time without notice. In order to maintain the security and integrity of the service the bank may also suspend customer's access to the service at any time without notice. Customer agree that the bank will not be liable to the customer or any third party for any modification or discontinuation of the service.

16. Others.

- (i) The bank shall not be considered an agent or other legal representative of the customer for any purpose by reason of this agreement and/or any other party whom the customer is using this service to pay.
- (ii) This agreement cannot be changed by the customer nor any of the banks rights waived unless the bank agree in writing or customer continue using the service following receipt of notice of any changes proposed by the bank.
- (iii) This agreement is personal to the customer and the customer may not assign it to anyone.
- (iv) All notice to the customer shall be in writing via the address the customer has provided to the bank, all notices to the bank must be made in writing sent to the bank's address. All notice to the customer shall be in writing via the address the customer has provided to the bank, all notices to the bank must be made in writing sent to the bank's address.
- (v) The bank and the customer shall be an independent contractor, and nothing contained in this agreement shall be deemed to create any association, partnership, joint venture, or relationship of principal, agent or master and servant, employer or employee between parties.
- (vi) If any of these terms and held to be unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties with other provision remaining in full force and effect.



SIGNATORY PERSONAL INFORMATION FORM

NAME: _____
SURNAME FIRST NAME MIDDLE NAME

USUAL NAME _____ TITLE: MR MISS CHIEF DR OTHERS

DATE OF BIRTH _____ E-MAIL ADDRESS: _____

SEX: MALE FEMALE MARITAL STATUS: SINGLE MARRIED OTHERS

MODE OF IDENTIFICATION: _____ ID NUMBER: _____
Driver's license/International Passport/National ID Card

ISSUE DATE _____ EXPIRY DATE _____

TAX PAYER IDENTIFICATION NUMBER _____ OCCUPATION _____

PLACE OF ORIGIN: _____ REGION: _____

RESIDENTIAL/CONTACT ADDRESS(ES): _____

MAILING ADDRESS: _____

TELEPHONE NO: HOME _____ OFFICE _____ MOBILE _____ FAX _____

MOTHER'S MAIDEN NAME _____ NEXT OF KIN: _____

I hereby attest that the above information is true and complete.

BANK ONLY
VERIFIED BY: _____

SIGNATURE / DATE



SIGNATORY PERSONAL INFORMATION FORM

NAME: _____
SURNAME FIRST NAME MIDDLE NAME

USUAL NAME _____ TITLE: MR MISS CHIEF DR OTHERS

DATE OF BIRTH _____ E-MAIL ADDRESS: _____

SEX: MALE FEMALE MARITAL STATUS: SINGLE MARRIED OTHERS

MODE OF IDENTIFICATION: _____ ID NUMBER: _____
Driver's license/International Passport/National ID Card

ISSUE DATE _____ EXPIRY DATE _____

TAX PAYER IDENTIFICATION NUMBER _____ OCCUPATION _____

PLACE OF ORIGIN: _____ REGION: _____

RESIDENTIAL/CONTACT ADDRESS(ES): _____

MAILING ADDRESS: _____

TELEPHONE NO: HOME _____ OFFICE _____ MOBILE _____ FAX _____

MOTHER'S MAIDEN NAME _____ NEXT OF KIN: _____

I hereby attest that the above information is true and complete.

BANK ONLY
VERIFIED BY: _____

SIGNATURE / DATE



SIGNATORY PERSONAL INFORMATION FORM

NAME: _____
SURNAME FIRST NAME MIDDLE NAME

USUAL NAME _____ TITLE: MR MISS CHIEF DR OTHERS

DATE OF BIRTH _____ E-MAIL ADDRESS: _____

SEX: MALE FEMALE MARITAL STATUS: SINGLE MARRIED OTHERS

MODE OF IDENTIFICATION: _____ ID NUMBER: _____
Driver's license/International Passport/National ID Card

ISSUE DATE _____ EXPIRY DATE _____

TAX PAYER IDENTIFICATION NUMBER _____ OCCUPATION _____

PLACE OF ORIGIN: _____ REGION: _____

RESIDENTIAL/CONTACT ADDRESS(ES): _____

MAILING ADDRESS: _____

TELEPHONE NO: HOME _____ OFFICE _____ MOBILE _____ FAX _____

MOTHER'S MAIDEN NAME _____ NEXT OF KIN: _____

I hereby attest that the above information is true and complete.

BANK ONLY

VERIFIED BY: _____

SIGNATURE / DATE



SIGNATORY PERSONAL INFORMATION FORM

NAME: _____
SURNAME FIRST NAME MIDDLE NAME

USUAL NAME _____ TITLE: MR MISS CHIEF DR OTHERS

DATE OF BIRTH _____ E-MAIL ADDRESS: _____

SEX: MALE FEMALE MARITAL STATUS: SINGLE MARRIED OTHERS

MODE OF IDENTIFICATION: _____ ID NUMBER: _____
Driver's license/International Passport/National ID Card

ISSUE DATE _____ EXPIRY DATE _____

TAX PAYER IDENTIFICATION NUMBER _____ OCCUPATION _____

PLACE OF ORIGIN: _____ REGION: _____

RESIDENTIAL/CONTACT ADDRESS(ES): _____

MAILING ADDRESS: _____

TELEPHONE NO: HOME _____ OFFICE _____ MOBILE _____ FAX _____

MOTHER'S MAIDEN NAME _____ NEXT OF KIN: _____

I hereby attest that the above information is true and complete.

BANK ONLY

VERIFIED BY: _____

SIGNATURE / DATE



e-BANKING APPLICATION FORM

We are glad you choose Zenith Bank as your financial solution provider. We would like to introduce to you some of our e-banking products. Please tick as appropriate the solution you may wish to use.

I-Bank (Internet Banking)

View your account balance, download your account activities, request for cheque book, download forms and documents, pay for products and services, pay your bills online for staff salaries, vendors and make transfers.

- I-Bank (Enquiries only)
- I-Bank (Enquiries, Account Transfers etc)

Telelink/Mobile/Z Mobile

Access your balance, transaction history, download your statement via fax and confirm your cheque status via a touch-tone telephone or mobile phone.

- Telelink (Enquiries via touch tone telephone)
- Mobile Banking (Enquiries via mobile phone)
- Z Mobile (Enquiries and payment via mobile phone)

Alertz

Receive notifications of transactions made on your accounts (deposits and withdrawals, deposit alone, etc.) Via

SMS EMAIL BOTH (Please indicate mode)

- Full notification
- Notification on deposit only
- Notification on withdrawals only
- Notification on deposit and withdrawal

Trade Finance Alertz

Receive automated notifications on the status of your Trade finance documents Via E-MAIL

- Shipping documents Notification
- Form M Notification (Approval & Scanning Stage)
- RAR Notification (Risk Assessment Report)
- BC Notification (Bills of Collection)
- LC Notification (Letters of Credit)

For your Websurfer Card (Internet use only), apply online@www.zenithbank.com

I/We have read and understood the terms and conditions governing the provision of the E-Banking service contained herein and accordingly agree to be bound by same.

Authorised Signatory and Date

Authorised Signatory and Date

We hereby represent and warrant that all relevant authorizations and permissions have been obtained to enable the organization operate this account and that there is no provision in the Edict, Law, Decree or Act establishing the organisation limiting the power of the Executive Management to pass the foregoing resolutions and that the same are in conformity with the provisions of the said Edict or Act establishing the organisation.

We further certify that the present officers of the organisation and the Offices respectively held by them are as follows:

| NAME | TITLE |
|------|-------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

In witness whereof, We have hereunto set our hands as Permanent Secretary/Director General & Legal Adviser/Secretary of the organisation

This _____ day of _____

DIRECTOR OF FINANCE
Signature/Date/Stamp

LEGAL ADVISER/SECRETARY
Signature/Date/Stamp

CHAIRMAN/CHIEF EXECUTIVE
Signature/Date/Stamp

ACCOUNTANT GENERAL
Signature/Date/Stamp

(ORGANISATION SEAL)

GOVERNMENT RESOLUTIONS

REPUBLIC OF THE GAMBIA

COMPANIES AND ALLIED MATTERS ACT, 1990

We, as Chairman/Chief Executive, Director of Finance, Legal Adviser/Secretary Accountant General

respectively of _____

(Hereinafter referred to as the ORGANISATION) duly established and existing under the laws of the Republic of The Gambia and having its office at _____

Hereby certify to ZENITH BANK (Gambia) Ltd that a meeting of the EXECUTIVE Management of the said

ORGANISATION was duly called and held at its office in the city of _____ and state of _____

day of _____ 20_____ that at the said meeting, the required quorum was present and that the following resolutions or duly made and seconded were unanimously adopted and are now in full force and effect.

DEPOSIT 1. RESOLVED, that ZENITH BANK (Gambia) Ltd (Hereinafter referred to as the "bank" be and hereby is designated as a depository of the organisation and that the officers and agents of the organisation, be and hereby are each of them hereby is, authorised to deposit any of the funds of the organisation in the Bank either at its head office or at any of its branches.

2. RESOLVED, that unit the further order of the Executive Management, any funds of the organisation deposited in the Bank be subject to withdrawal charge at any time upon cheques, notes, drafts, bills of exchange, acceptance, undertakings, or other instruments or orders for the payment of money when signed, drawn, accepted or endorsed on behalf of the organisation by *(SEE NOTE BELOW):

PAYMENTS 3. RESOLVED, that the Bank is hereby authorised to pay any such instrument or make any such charge and also to receive the same from the payee or any other holder without inquiry as to the circumstances of issue or the disposition of the proceeds even if drawn to the individual obligation as such, and at the option of the Bank, even of the account of the organisation shall not be in credit to the full amount of such instrument or charge.

NOTE. Insert in the spaces above, the titles only (not the names) of officers who are authorised as for example "Chairman/Chief Executive, Director of Finance, Legal Adviser/Secretary, Accountant General" and in the space on the next page the names only of other authorised persons. Also indicate clearly in what manner they are to sign, i.e., any one, any two, jointly etc., Any special combination of signers, as for example, "one of whom shall be an officer".

SIGNATURE 4. RESOLVED, that the following (USE NOTE ON PREVIOUS PAGE) are hereby authorised on behalf of the organisation

- (i) To borrow money and to obtain credit for the organisation from the Bank on any terms and conditions, to make and deliver notes, drafts, acceptance, instruments of guarantee, agreements and any, other obligations of the organisation therefore in form satisfactory to the bank.
- (ii) To grant security interests in and/ or assign and deliver as security for money borrowed or credit obtained, stocks, bonds, instruments, bills, receivable accounts, mortgages, merchandise, bills of lading, warehouse receipts and other documents, insurance Policies, certificates, and any other property now or hereafter held by or belonging to the organisation.
- (iii) To discount and to negotiate any bills of exchange of any other paper held by the organisation with full endorsement of the same in the name of the organisation.
- (vi) To withdraw from the Bank and give receipt for, or to authorised the Bank to deliver to bearer or to one or more designated persons all or any documents and securities or other property held by it, whether held as collateral security or for any other purpose.
- (v) To authorise and request the Bank to purchase or sell for account of the organisation stocks, bonds and other securities
- (Vi) To enter into contracts with the Bank on behalf of the organisation for the purchase and/ or sale of foreign exchange, either spot or forward to execute and deliver guarantee, indemnities, pledges and other agreements relating thereto and to give any and all instruments to charge accounts of the organisation with the Bank in connection therewith.
- (vii) To execute and deliver all security and other agreements, financing statements and other papers required by the Bank in connection with any of the foregoing matters and affix thereto seal of the organisation.

5. RESOLVED, that the secretary or any other officer of the organisation be, and hereby is authorised to certify to the Bank the names of the present officers of the organisation and other persons authorised to sign for it and the offices respectively held by them, together with specimens of their signatures, and in case of any change of any holder of any such office or holders of any such offices, the fact of such change and the names of any new officers and the offices .respectively held by them, together with specimens of their signatures; and the Bank be and hereby is authorised to honour any instrument signed by any new officer or officers in respect of whom it has received any such certificate or certificates with the same force and effect as if the said officer or officers were named in the foregoing resolutions to the place of any person or persons with the same title or titles.

6. RESOLVED, that the Bank be promptly notified in writing by the Chairman/Chief Executive, Director of Finance, Legal Adviser/Secretary, Accountant General or any other officers of the organisation of any change in these resolutions, such notice to be given to each office of the Bank in which any account of the organisation may be maintained, and that until it has actually received such notice in writing, it is authorised to act in pursuance of these resolutions, and that until it has actually so received such notice and sufficient time shall have elapsed thereafter to permit the Bank in due course and by such means as it may deem appropriate, to notify such of its departments, offices, branches and correspondents as the Bank may deem to be concerned thereby, it shall be indemnified and saved harmless from any loss suffered or liability incurred by it in continuing to act in pursuance of these resolutions, even though these resolutions may have been changed.

7. RESOLVED, that any and all withdrawals and borrowings of money and / or other transactions heretofore had on behalf of the organisation with the Bank are hereby ratified, confirmed and approved, and that the Bank may rely upon the authority conferred by this entire resolution until the receipt by it of a certified copy of a resolution of this Board revoking or modifying the same.

The organisation understands and agrees:

- (i) that the Bank is under no obligation to honour any cheque(s) drawn on our account unless there are sufficient funds in the account to cover the value of the said cheque(s). The organisation understands and agrees that any such cheque(s) may be returned to the organisation unpaid;
- (ii) that any disagreements with entries on the organisation's Bank Statements will be made by us within 15 days of the dispatch of the Bank Statement. Failing receipt by the Bank of a notice of disagreement of the entries within 15 days from the date of dispatch of the organisation's Bank Statement, it will be assumed by the Bank that the Statement as rendered is correct.
- (iii) that any sum standing to the credit of this account shall bear interest. The organisation further understands that any sum standing to the debit of the current account shall be liable to interest charges at a rate fixed by the Bank from time to time. The Bank is authorised to debit from the account the usual banking charges, interests, commissions, etc.



ZENITH BANK (GAMBIA) LTD
MANDATE FOR PARASTATAL ACCOUNT

NAME OF ACCOUNT _____ ACCOUNT NO _____

POSTAL ADDRESS _____

CONTACT ADDRESS _____

TELEPHONE _____

| | | | | | | | | | | | | | | | | | | | | | | | | | |
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| <p>MANDATE</p> | <p>STAMP/SEAL SPECIMEN (If required for mandate)</p> | | | | | | | | | | | | | | | | | | | | | | | | |

PLEASE TICK AS APPROPRIATE

| | | |
|--|------------------------------|-----------------------------|
| EMBOSSMENT REQUIRED ? | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| CHEQUE CONFIRMATION REQUIRED ? | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| If yes, amount to be confirmed: | | |
| D.....and above | | |
| Please note that the Bank's Policy allow confirmation of D50,000.00 and above in writing and before presentation of cheque | | |
| STAMP/SEAL REQUIRED? | YES <input type="checkbox"/> | NO <input type="checkbox"/> |

FOR BANK USE

REMARK _____

CSU OFFICER _____

RSM OFFICER _____

APPROVAL _____ DATE _____



ZENITH BANK (GAMBIA) LTD
MANDATE FOR PARASTATAL ACCOUNT

NAME OF ACCOUNT _____ ACCOUNT NO _____

POSTAL ADDRESS _____

CONTACT ADDRESS _____

TELEPHONE _____

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| <p>MANDATE</p> | <p>STAMP/SEAL SPECIMEN (If required for mandate)</p> | | | | | | | | |

PLEASE TICK AS APPROPRIATE

| | | |
|--|------------------------------|-----------------------------|
| EMBOSSMENT REQUIRED ? | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| CHEQUE CONFIRMATION REQUIRED ? | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| If yes, amount to be confirmed: | | |
| D.....and above | | |
| Please note that the Bank's Policy allow confirmation of D50,000.00 and above in writing and before presentation of cheque | | |
| STAMP/SEAL REQUIRED? | YES <input type="checkbox"/> | NO <input type="checkbox"/> |

FOR BANK USE

REMARK _____

CSU OFFICER _____

RSM OFFICER _____

APPROVAL _____ DATE _____



DEBIT CARD APPLICATION FORM



PERSONAL INFORMATION

Surname*: _____
 Other Names*: _____
 Title*: _____
 Date of Birth*: _____ dd mm yyyy
 Security Word*: _____
 E-mail Address*: _____
 ID Type*: _____ ID No*: _____
 Issue Date*: _____ Expiry Date*: _____
 Residential Address*: _____
 City: _____
 State: _____
 Country: _____
 Sex*: M F
 Marital Status: S M D W
 Place of Origin*: _____
 Nationality: _____
 Region: _____
 Tel (office): _____
 Tel (home): _____
 Mobile No*: _____

OTHER INFORMATION (MasterCard/VISA ONLY)

Employment Status: Self Employed: Employed: Others:
 Occupation: _____
 Employer: _____
 Office Address: _____
 State: _____ City: _____
 Country: _____
 Income Sources: Salary: Trading Business: Real Estate:
 Others: _____
 Approx Annual Income: _____

CORPORATE AND INDIVIDUAL ACCOUNTS ONLY

Individual Account: Corporate Account
 Default Naira Account No: _____ Default USD Account No: _____
 Other Account Number (if any) : _____

CORPORATE ACCOUNTS ONLY

Company Name: _____
 Company Address: _____
 City: _____ State: _____
 Name of Requesting Officer: _____

CARD DETAILS

Type of Card: Mastercard: Visa: Verve: V-pay: eTranzact:
 Preferred Name on card (1): _____
 (Two names, maximum 26 characters)
 Preferred Name on card (2): _____
 (Optional - Company name)

Terms and conditions apply (see overleaf)

Signature _____

Date _____

BANK USE ONLY

Current A/C Number _____ Cash Domiciliary A/C Number _____
 Savings A/C Number _____ Ordinary Domiciliary A/C Number _____
 Processing Officer & Branch _____ Signature & Date _____
 Branch Head's Name _____ Branch Head's Sign & Date _____

Zenith Bank Debit Card Terms and Conditions

1. Definitions

- 1.1 "Account" means an account from which payments are made under Condition 7 below and shall apply whether or not the account number is altered at any time and will extend to any account opened in substitution for the account which may be at any of our branches.
- 1.2 "Dual Currency" means international transactions are charged to the USD domiciliary account while Naira transactions are charged to a selected Naira account
- 1.3 "Agreement" this document
- 1.4 "Authorisation" means confirmation given to a Merchant, bank or Automatic Teller Machine (ATM) for card transaction initiated by the cardholder.
- 1.5 "Card" means our Debit Card issued to you under the Card Association payment scheme.
- 1.6 "Card Number" means the number embossed across the middle of the card.
- 1.7 "PIN" means any personal identification number issued to or selected by you or any Additional Cardholder.
- 1.8 "Merchant" means a person who agrees, by arrangement with us or a Card Association, to accept the Card as payment for goods, services or cash.
- 1.9 "Transaction" means any use of the card or card number to make or authorise payments to Merchant or the use of the Card and PIN in cash machines or otherwise to obtain cash.
- 1.10 "Card Association" means card brand and platform your card is issued on i.e. MasterCard, Visa, InterSwitch or eTransact.
- 1.11 "We", "Ours", "Us" means Zenith Bank and/or any division of Zenith Bank Plc.

Information/Details issued by customer(s) to

2. Use of Card

- 2.1 You must ensure that all Cards are signed immediately on receipt and that you comply with any instructions we may give regarding the use and safekeeping of Cards.
- 2.2 You may only use the Card:
 - 2.2.1 within the validity period embossed on the Card; and
 - 2.2.2 if you have available credit balance or available but undrawn borrowing facility on the Account. In determining availability we may take into account the amount of any Transaction not yet debited and any authorization we may have given in respect of a prospective Transaction.
- 2.3 Transactions in currencies other than USD will be converted to USD debited to your domiciliary account using the market rate determined by Card Association; while local transactions will be debited to your Naira current/savings account.
- 2.4 Subject to clause 12, you will be liable for the amount of all Card Transactions and Charges debited to the Account.
- 2.5 If the Card expires or is lost or stolen, the provision of a new Card will be at our sole discretion.
- 2.6 The Card may not be used for illegal purposes.
- 2.7 You should exercise reasonable care when giving your card details to a Merchant to ensure the integrity of the Merchant and that your card details will not be subject to a continuous unauthorized debiting.
- 2.8 You may use the card to draw cash from any ATM displaying the Card Association's symbol world-wide
- 2.9 We will issue you with a Personal Identification Number (PIN). We will not give your PIN to anyone but you. You can use your PIN with your card for withdrawing money and using other services available from self-service machines. You may also be asked by a Merchant or other supplier to enter your PIN into a secure PIN pad when you pay in person for goods and services with your Debit Card. If you have a disability that prevents you from using a chip and PIN card please contact us.
- 2.10 We may refuse to authorise a payment if we consider that your card or account has been or is likely to be misused, whether fraudulently or otherwise. To enable us to authorise a payment we may refer an authorization request back to the Merchant or supplier for further information. You may be asked to produce further identification by the Merchant or supplier.
- 2.11 You cannot stop a card payment only authorized but a Merchant may initiate a refund. We will credit your account when we receive any such refund. We cannot be responsible for any delay in receipt of the refund.
- 2.12 Unless you notify us otherwise, we will renew your card on expiration and charge your account the applicable card renewal fee

3. Safeguarding the Card and PIN

- 3.1 You must take all possible steps to keep the card safe and all card security details secret at all times.
- 3.2 If we have issued you with a PIN, you must take all reasonable precautions to prevent fraudulent use. These include:
 - 3.2.1 shielding the key pad at self-service machines or the secure PIN pad at premises of Merchants or other suppliers when entering your PIN and undertaking transactions;
 - 3.2.2 not creating PINs that are easy to guess if you change your PIN e.g 1234, 4444, your date of birth or your telephone number;
 - 3.2.3 complying with all reasonable instructions we issue regarding keeping your PIN safe.
- 3.3 You must never allow any other person to use your Card whether with or without the card number or the PIN, but if you do so, you will be liable for any debits to the account without limitation.
- 3.4 You must never write the PIN on the card including on any material kept with the card.
- 3.5 You may only disclose the card number for the purpose of making a valid verified transaction or when reporting the loss or theft of the card or when we authorise disclosure.
- 3.6 When using your card to pay for goods or services through the Internet or other electronic media, you are strongly recommended to use "secure payment" sites and software.
- 3.7 You must inform us at once if any of your statements has an entry of transaction(s) you do not recall.
- 3.8 You must report any lost or stolen card as soon as practicable (see condition 12.1)

4. Card transactions

- 4.1 The card or card number can be used to make or authorise payments to Merchants who accept the card. The Card PIN can be used in cash machines which accept the card to obtain cash.
- 4.2 Once the card has been authorized for a transaction, the transaction cannot be stopped.
- 4.3 If the card is used to draw cash from a cash machine operated by another bank, there may be a handling charge.
- 4.4 We may be requested to authorise a purchase or other payment you make with your card before it can be completed. If we do, your account balance

will be reduced by the amount of the authorization. We may refuse a request for authorization.

5. The Account

- 5.1 Your Account is governed by our Personal or Business Banking Terms and Conditions. If there is a conflict between those terms and conditions and these Card Association Debit Card conditions, the latter prevail.
- 5.2 We will deduct the amount of all transactions from the account. This applies whether or not the account is overdrawn or becomes overdrawn as a result.
- 5.3 We may deduct the amount of a transaction from any other account we hold in your name(s), if we consider it appropriate to do so.
- 5.4 If you owe us money we can, without needing any further consent from you, debit your account and transfer any sum to another account you have with us.
- 5.5 If an authorization is given by us, the card transaction will immediately reduce the amount which can be drawn on the account, even though the amount has not been deducted from the account by then.

6. Payment

- 6.1 Transactions will normally be debited to your Account within 3 working days of a Transaction. All Transactions will be shown on your regular bank statement.

7. Charges

- 7.1 We apply charges for the following:
 - 7.1.1 Cash advances as well as the purchase of foreign currency and travelers cheques over the counter at any branches or any other institution;
 - 7.1.2 ATM withdrawals on accounts;
 - 7.1.3 Purchase transactions from accounts;
 - 7.1.4 Card renewal, card replacement, card re-issue and card annual maintenance fee
 - 7.1.5 Providing a copy or copies of a voucher previously provided to you;
 - 7.1.6 Conversion of foreign currency into US Dollar when you use the card to obtain foreign currency or obtain goods or services in a foreign currency. In these circumstances we use the exchange rate that applies on the day we are advised of the withdrawal or purchase (this may be some time after you withdraw the cash or make the purchase). Amounts due to us must be settled in US Dollar in your account.
- 7.2 The charges described in 7.1 above are set out in our tariff of charges for customers. The applicable tariff will be given to you when you open your account. The tariffs are also available upon request at any time and are shown on our website: www.zenithbank.com. The relevant tariffs also set out additional charges for certain transactions or services on your personal or business account, which do not relate specifically to the use of the card.
- 7.3 We reserve the right to change any of our charges, but will generally notify you of any changes at least thirty days in advance.

8. Borrowing

- 8.1 You are not entitled to overdraw the account unless an overdraft facility has been authorized in advance and confirmed in writing by the Bank.
- 8.2 You must not overdraw the account above the limit of an authorized overdraft facility. You are not entitled to overdraw your account; if this would happen it does not affect our right to deduct the amount of the transaction from your account.
- 8.3 Interest charged on borrowing will be calculated and deducted from the account in accordance with the Account terms and conditions.

9. Joint Accounts

- 9.1 An Account that is a joint account continues as such until we receive written notice to the contrary from one of you.
- 9.2 If your account is a joint account we may continue to deduct from your account the amount of any card based transaction, even if the joint account mandate is cancelled, until all cards have been returned to us.
- 9.3 We may issue a card to any one or more of you as authorized by your account mandate.
- 9.4 We may pay and deduct from the account all amounts which the cardholder(s) instruct or authorize us to pay. This applies whether the account is in credit or overdrawn, or becomes overdrawn as a result thereof.
- 9.5 We may credit to the account amounts paid into the account in the name of any of you.
- 9.6 If you die, any money available in the account is payable to you next of kin
- 9.7 Each of you is jointly and separately responsible for:
 - 9.7.1 Complying with the conditions of use; and
 - 9.7.2 Repaying any borrowing on the account.
- 9.8 You agree that when the statements or other notices are sent, no more than one copy is required and that this will be sent to the person as arranged when the account was opened or in the absence of any such arrangement to the first named account holder.

10. Use of information

- 10.1 We will comply with any obligations we have under relevant data protection laws on information we hold on you.
- 10.2 In considering your application we may search your record at a licensed Credit Reference Agency. They may add to your credit file a record of our search and your application and this may be seen by other organisations that conduct credit searches on you.
- 10.3 We will carry out further credit checks, if required, either to advance further credit or when money is owed to us. This may include contacting other financial institutions and sharing information with them.
- 10.4 We will pass any information that we hold on you to other agencies, organisations and lawyers in order to trace you or to collect any debts owed to us.
- 10.5 We may pass information to any other organisations that are required to process the application and any subsequent payments or transactions through the card.
- 10.6 We will continue to keep such information about you after the account is closed as is required by law.
- 10.7 We will contact you in the medium by which you have contacted us, either by post, e-mail or telephone. If you prefer not to be contacted in this way please advise us accordingly.

11. Termination

- 11.1 If we consider it necessary, we may without notice:
 - 11.1.1 refuse to authorize transactions;
 - 11.1.2 cancel or suspend the right to use the card entirely, or in respect of specific functions;
 - 11.1.3 refuse to replace any card without affecting your outstanding obligations under this agreement which shall continue in force.
- 11.2 We are not responsible if a request for authorisation is declined or if a card is not accepted in payment or for any loss or damage resulting from the way in which either decision is communicated to you.
- 11.3 You may end your use of the card (and the use of the card by any additional cardholders) at any time by giving us notice in writing and returning the card(s). Cards should be destroyed by cutting them in half through the magnetic stripe and chip.
- 11.4 Either you or we may end this agreement by giving written notice to the other, but this will only be effective once all cards issued on your account have been returned to us and all liabilities under this agreement settled.

- 11.5 We may re-issue cards from time to time for use in accordance with this agreement until it is ended.

12. Loss or Misuse of Card and Liability

- 12.1 If your card is lost, stolen or for any reason is at risk of being misused or if the PIN is disclosed in breach of this agreement, you must as soon as practical telephone us on + 234 1 278 1740, 278 2273 24 hours a day or +202 3333 1510.
- 12.4 Provided you have not acted fraudulently or without reasonable care, you will not be liable for any transactions or fees incurred on your Account if: (a) your Card is used before you have received it, or (b) someone else uses your Card 60 min after you report it lost or stolen.
- 12.2 You shall be liable:
 - 12.2.1 if your Card is lost, stolen or misused by someone who obtained it due to your negligence; you will be liable for all amounts transacted on your account and losses incurred accordingly.
 - 12.2.2 if it is misused with your permission, you will be liable for all losses.
 - 12.2.3 if the card has been fraudulently used before you report the loss, or in a manner that suggests some form of compromise, the cardholder shall be liable for the losses and/or prosecution.
 - 12.2.4 The Bank shall not be liable for consequences that arise as a result of disclosure to any third party arising out of a transaction instruction.
 - 12.2.5 The Cardholder should not hold the Bank liable, accountable or responsible for any loss, injury or damage arising out of the use of terminals accepting the card
 - 12.4 Cards retrieved having been reported as lost, stolen or liable to misuse must not subsequently be used, but must be cut in half and returned immediately to us
 - 12.5 You must co-operate with us and the police in our efforts to recover the card if it has been stolen or lost. If you recover it you must not use it but should cut the card in half and return the card to us. You must report any loss or theft of the card to the police, and if we ask, obtain a crime reference number including other relevant documents and notify us of it.
 - 12.6 If you claim that any transactions have occurred without your authority we can insist that you report such transactions to the Police and that you obtain a crime reference number. If your account has been debited with transactions which you allege were fraudulent or as a result of misuse of the card provided 12.1 and 12.2 is adhered to, we have the right to make any refunds to your account conditional upon you supplying us with a crime reference number and/or such other evidence as we may reasonably require to show that the matter has been reported to the Police.
 - 12.7 You will not be liable for any losses arising out of non-receipt of your Card unless non receipt was due to you failing to notify us of a change of address. If you did not notify us of a change of address we would treat that as you acting without reasonable care.
 - 12.8 You agree to give us all the information you possess about the loss, theft or misuse of the card or the disclosure of the PIN and to take all steps we deem necessary to assist with the recovery of the card. You agree that we may provide the Police or other third parties with any information we consider relevant in respect of the alleged issue of the Card.

13.0 Limitation of liability

- 13.1 Until you notify us under condition (12) above that your card is lost, stolen or at risk of being misused you shall be liable for transactions up to sixty (60) minutes after receipt of the notification.
- 13.2 If someone else card obtained from you with your permission, you will be liable for all the transactions which took place prior to notifying us that there is a danger of the card being used.
- 13.3 You will not be liable for losses to us for transactions that may take place sixty (60) minutes after you have notified us that your card is lost or stolen or is in danger of being misused etc.
- 13.4 If we are unable to debit your account because the account has been closed or for any other reason beyond our control, you will still be liable to pay us for all transactions.
- 13.5 We will not be liable to you, if we cannot carry out our responsibilities under this Agreement as a result of anything that we cannot reasonably control. This includes:
 - 13.5.1 any machine that fails to work; and
 - 13.5.2 industrial disputes, natural disasters, or acts of God

14 Ownership of the Card

- 14.1 The Card remains the property of Zenith Bank at all times, and must be returned to us immediately if we ask for it.

15. General

- 15.1 These Terms and Conditions are in addition to the Terms and Conditions that apply to the Account from which payments are made. If these Terms and Conditions conflict with any Terms and Conditions that apply to the Account from which payments are made these Debit Card Terms and Conditions will prevail.
 - 15.2 We may amend these Terms and Conditions from time to time after giving you 30 days notice. Changes favourable to you may not require prior notice.
 - 15.3 We shall not be liable if we are unable to perform our obligations under this Agreement due (directly or indirectly) to the failure of any machine, data processing system or transmission link or to industrial dispute or anything outside of our control, or the control of our agents or sub-contractors.
 - 15.4 If a Merchant is liable to refund a Transaction, we will only credit the Account with the amount of the refund when it has been received by us. No claim by you against a third party may be the subject of a claim against us. You may not assign or otherwise dispose of any rights against us.
 - 15.5 This Agreement will not be treated as made until all documentation required by us has been completed, signed by you (and by us if appropriate) and received by us.
 - 15.6 You shall immediately notify us in writing of any change to your address or if you change name.
 - 15.7 We may assign our rights and benefits under this Agreement at any time.
 - 15.8 This Agreement will be construed in accordance with and governed by the Laws of the Federal Republic of Nigeria. You agree however that we may conduct collection and other proceedings relating to the recovery of amounts due under this agreement in any jurisdiction in which you may be resident from time to time.
 - 15.9 Non-enforcement of any condition of this Agreement or a delay in enforcing the condition will not prevent the Bank from enforcing the condition at a later date.
 - 15.10 For your security, we may record phone calls between you and us. We may do this to make sure we are providing a high quality of service and following your instructions correctly.
 - 15.11 Your application will be subject to Zenith Bank's internal regulatory processes and reviews, which may require you to provide further confirmation on documents. We reserve the right to accept or reject your application.
- Important Note: cards not activated within 6 months of issuance or within the same period will be blocked. Customer will be required to request for a new card in order to continue using their Debit Card account.

Having read and understood the above Zenith MasterCard/Visa card Terms and Conditions, I hereby consent to be bound accordingly as evidenced by signing below:

Authorised Signature..... Full Name..... Date..... Authorised Signature..... Full Name..... Date.....