CABS ZEEPAY APPLICATION FORM - BUSINESS

A MEMBER OF THE OLDMUTUAL GROUP

CUSTOMER DETAILS

Legal Name			
Physical Address			
Postal Address			
Company Registration No.		BIC Identifier	
Place of Registration		Virtual ID	
Zimra Business Partner No.		NSSR SSR No.	

OTHER CONTACT DETAILS

Contact Name			
Email Address			
Telephone Number(s) *(Business)*			
Cellphone Numbers(s)		Fax Number	
CABS Branch *(specify your branch)*			

SIGNATORIES AND MANDATE

Below are the Business Accounts to be viewed and transacted upon on Zeepay *(Accounts must be under same customer)*

USER PROFILES

User Details		Phone		E-mail	Accounts	Role (Inputter/approver)
Name		DOB			111	
Surname		Gender				
Address		ID				
		Phone				
		Cellphone				

User Details		Phone		E-mail	Accounts	Role (Inputter/approver)
Name		DOB				
Surname		Gender				
Address		ID				
		Phone				
		Cellphone				

User Details		Phone		E-mail	Accounts	Role (Inputter/approver)
Name		DOB				
Surname		Gender				
Address		ID				
		Phone				
		Cellphone				

User Details		Phone		E-mail	Accounts	Role (Inputter/approver)
Name		DOB				
Surname		Gender				
Address		ID				
		Phone				
		Cellphone				

TERMS AND CONDITIONS

Whereas the organisation/customer wishes to make use of the Zeepay switch service provided by Zimswitch, to effect payments to beneficiaries (at cabs or other banks) to be paid through credit orders.

And whereas cabs has an arrangement with Zimswitch, in terms of which cabs can enter into arrangements with its customers to use the Zeepay switch facilities for the transfer of salary/trade payments data from cabs system, Without any liability attaching to Zimswitch.
Now therefore it is agreed as follows :-

1. Definitions
   1.1 "agreement" means this agreement;
   1.2 "beneficiary" means a natural or juristic person who holds an account with cabs or any other bank in Zimbabwe that shall be credited with payments made in terms of this agreement; and
   1.3 "dollars" and "zwl" shall mean Zimbabwe dollars.
2. Agreement
   Cabs will accept payments to be credited to the organization's beneficiary accounts using the Zeepay switch Service provided by Zimswitch.
3. Operation of service
   3.1 the organisation shall open, or keep open an account with cabs which shall be debited with amounts that the organisation instructs cabs to credit to a beneficiary's account.
   3.2 the payments will not be processed to the beneficiary's account if the funds are not available in the Organization's account.
   3.3 deposits to meet this payment and associated costs will be made to the organisation & #39;s account at any branch of CABS prior to transacting.
   3.4 the organisation will be able to trace the status of the transactions at any given time.
   3.5 the payments, though processible in advance, will only be available to the client on the due date.
4. Administration fee
   4.1 the organisation/customer shall be liable to pay an administration fee for each transaction Processed by CABS.
   4.2 the administration fee shall be debited directly from the organisation's/customer`s account at the time The salaries/trade payments are processed.
   4.3 the administration fees shall be subject to review in line with prevailing market conditions.
5. Limitation of liability
   5.1 in the event of any discrepancy occurring or being discovered between the amount paid and the amount due to the organisation/customer, irrespective of whether such discrepancy arises by way of fraud, negligence or inadvertence by the employees of either party, the party which would have caused such Discrepancy either by way of fraud negligence or inadvertence on the part of its employees shall bear the loss suffered, or to be suffered arising therefrom, and that party hereby indemnifies the other and shall keep the other party indemnified, against any and all claims arising by reason of such discrepancy, and that party shall reimburse the other on demand, the amount of such discrepancy.
6. Duration of agreement
   This agreement will become binding on the parties upon the signing of the last signature hereto and shall remain in force unless terminated in terms of this agreement.
7. Annual review
   7.1 the parties shall review annually the implementation and operation of this agreement taking into account the objectives thereof.
   7.2 not later than the end of the first year from the date of the agreement and at the end of each year thereafter, the parties shall review the operation and implementation of this agreement, with a view to recommending an adjustment of the rights and obligations of this agreement where necessary to ensure mutual economic advantage and balance of rights and obligations for both parties. Having regard, inter alia, to the experience gained in the implementation of the agreement, the parties shall, where appropriate, submit proposals for amendments to this agreement and such amendments shall be when reduced to writing and signed by both parties to the agreement binding on the parties.
8. Termination
   8.1 if a party ("defaulting party") breaches any provision or term of this agreement and fails to remedy such breach within a period of 14 (fourteen) days of receipt of a written notice from the other party ("aggrieved party") requiring it to do so, the aggrieved party shall be entitled to cancel the agreement, without any further notice to the defaulting party. This clause shall not preclude the aggrieved party from enforcing any other remedies it may be entitled to in terms of law.
   8.2 either party may terminate this agreement on five (5) days written notice to the other party in the event that either of the parties becomes insolvent, is placed under liquidation or under judicial management, or should a party attempt to surrender or make an arrangement with its creditors,
   8.3. Either party may terminate this agreement for any reason whatsoever by giving the other party thirty (30) days written notice of its intention to do so.
9. Anti-bribery and anti-corruption provision the organisation represents, warrants and undertakes now and hereafter that,
   9.1 it has not and shall not commit, procure, or encourage bribery in relation to this agreement, the goods, or to obtain or retain business or any advantage in business for any member of cabs, and has and shall ensure to the fullest extent possible that its employees and agents and others under its direction or control do not do so. For the purposes of this clause it doesn't matter if the bribery is
      9.1.1 direct or through a third party;
      9.1.2 of a public official or a private sector person;
      9.1.3 financial or in some other form;
      9.1.4 relates to past, present, or future performance or non-performance of a function or activity whether in an official capacity or not, and it does not matter whether or not the person being bribed is to perform the function or activity to which the bribe relates, or is the person who is to benefit from the bribe. A person is any individual, partnership, company or any other legal entity, public or private. The organisation must promptly notify cabs in writing of any breach of this clause. If the organisation breaches this clause, cabs may immediately terminate this agreement."
10. Notice
   10.1 any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing, and delivered either:
      10.1.1 by hand to the other party at their domicilium citandi et executandi ; or
      10.1.2 by registered post, to its domicilium citandi et executand; or
      10.1.3 by facsimile transmission, provided that a fax generated confirmation slip is retained,
      10.1.4 by e-mail, to its chosen email address .
11. Cession
   Neither party shall cede nor assign any of its rights or obligations under this agreement to any third party without the prior written consent of the other party.
12. Variation
   No variation, modification or waiver of any provision of this agreement, or consent to any departure therefrom, shall be of any force or effect unless confirmed in writing and signed by the parties.
13. Arbitration
   13.1 any dispute between the parties in relation to:-
      13.1.1 the interpretation of;
      13.1.2 the effect of;
      13.1.3 the parties' respective rights and obligations in case of breach; under breach of;
      13.1.4 this agreement, shall be determined through arbitration.
   13.2 the nomination of the arbitrator shall be made by the arbitration centre of Zimbabwe.
   13.3 the said arbitration shall be held:
      13.3.1 in Harare; and
      13.3.2 in terms of the arbitration act [chapter 7:15].
   13.4 the parties irrevocably agree that the decision in these arbitration proceedings:
      13.4.1 shall be final and binding;
      13.4.2 may be made an order of any court of competent jurisdiction.
      13.4.3 this clause shall not preclude either party from approaching any court of competent Jurisdiction to obtain an interim urgent relief pending the decision of the arbitrator.

14. Domicilium citandi et executandi
   14.1 Central Africa building society
   Northend close
   Northridge park, Harare
   Harare

   14.2 "Organisation)..

   "Address………

   ……
15. Governing law
   This agreement shall be governed by and construed in accordance with the laws of Zimbabwe
16. Whole agreement
   This agreement contains the whole of the agreement between the parties and is the only record of what has been agreed.

Authorised signatories (as per account mandate card / form at the branch)

Name	Signature	Date
Name	Signature	Date
Name	Signature	Date
Name	Signature	Date

FOR OFFICIAL USE ONLY

Verified by: ______________________ Signature ______________________

Authorised by: ______________________ Signature ______________________

Customer Branch Name: ______________________ Signature ______________________

Corporate Customer Number: ______________________

Official Stamp