



PROVIDUSBANK

# PROVIDUSBANK CONTACTLESS APPLICATION AGREEMENT

This Contactless Application Agreement ("**Agreement**") is made on this \_\_\_\_ day of \_\_\_\_\_, 202\_ (the "Effective Date").  
Between:

**PROVIDUSBANK LIMITED**, a private limited liability company, duly incorporated under the laws of the Federal Republic of Nigeria and having its registered office address at Plot 724, Adetokunbo Ademola Street, Victoria Island, Lagos ("the **Bank**") which expression shall whenever the context so admits include its successors-in-title, agents and assigns of the one part.

AND

\_\_\_\_\_ of \_\_\_\_\_  
hereinafter referred to as "**Merchant**", which expression shall where the context so admits include their heirs, legal representatives, successors-in-title, and assigns) of the other part.

## 1. PROVIDUSBANK OBLIGATIONS

ProvidusBank shall at all times during the subsistence of this agreement:

- 1.1 Make the ProvidusBank contactless application available to the Merchant.
- 1.2 Be responsible for the monitoring of the activities on the application upon complaint by the Merchant.
- 1.3 Monitor top effective compliance with set limits and establish other prudential measures in each.
- 1.4 Take all other measures, to ensure that Merchants operate strictly within the requirements of the law, guidelines and the contract.
- 1.5 Provide any information that the CBN might request on or carry out inspection as it deems necessary.
- 1.6 Notify Merchant of any communication between ProvidusBank and CBN relating to the Merchant Services or of any CBN regulations or directives relating thereto.
- 1.7 Ensure the safety and security of all data and information generated in respect of transactions executed through the application are not tampered with.
- 1.8 To support and maintain the contactless application via routine maintenance.

## 2. MERCHANT OBLIGATIONS

2.1 The Merchant hereby agrees to undertake any of the following transactions with the Contactless application:

- Payment for Purchases
- Card Withdrawal
- Bill Payment
- Airtime Vending
- Cash Deposit
- Other value-added Service offerings

2.2 Ensure business Outlet is commercially viable to carry out a minimum cumulative transaction of ₦150,000 daily

## 3. FEES/CHARGES/SETTLEMENT

3.1 **0.5%** of transaction amount will be charged on every Payment for purchases, Card Withdrawal & Cash Deposit to cover Merchant Service Charge (MSC).

3.2 Fifty Naira (₦50) statutory Stamp duty will be applied on transactions of Ten Thousand Naira (₦10,000) and above.

3.3 Applicable charges for Bill Payment & other services shall be displayed to the Merchant at the point of transaction.

3.3 If the Merchant is required by law to deduct any amount from an invoice, the Merchant shall pay an additional amount to the Bank to ensure that the Bank receives the amount it would have otherwise received.

3.4 All transactions processed using the contactless application shall be settled to the merchant at T+1 (the next business day after the date of transaction).

## 4. SUSPENSION, WITHDRAWAL AND TERMINATION

4.1 The Merchant accepts that ProvidusBank may suspend this Agreement due to Merchant's failure to fulfil its obligation as stated herein.

4.2 ProvidusBank will conduct the verification of activities within 30 days after the effectiveness of this Agreement. In the event that the Merchant has failed to fulfil their obligations towards ProvidusBank and has not commenced full active operations, the Merchant will face termination of this Agreement and delisting of Terminal Identification Number assigned to the Merchant's profile.

4.3 ProvidusBank may terminate this Agreement by giving the Merchant 30 days written notice of termination, and such notice may be served via e-mail or written letter.

4.4 Upon the termination of this Agreement, the Merchant will immediately cease the use of the contactless application owned by ProvidusBank.

## 5. INDEMNITY

I/We \_\_\_\_\_ of \_\_\_\_\_ hereby

irrevocably and unconditionally undertake that I shall at all times indemnify the Bank and keep the Bank fully indemnified against all losses, claims, demands, liabilities, actions, damages and proceedings which may arise as a result of any default by the Company, its agents, employees, whether in relation to itself or third party deriving any form of service(s) therefrom.

## 6. DISPUTE RESOLUTION

The Parties shall resolve all disputes within 15 business days of commencement of negotiation, failing which the matter shall be referred to mediation at the Lagos Multidoor court House. Where mediation fails, the Parties may resort to arbitration before sole arbitrator pursuant to the Arbitration and Conciliation Act, CAP A18, LFN 2004. The place of arbitration shall be Lagos Nigeria or virtual. The cost of arbitration and the Arbitrator's fees shall be equally borne by the Parties. No indirect or consequential damages or award as to costs shall be entertained in any dispute resolution under this Agreement.

## 7. DATA PROTECTION

The Parties shall fully comply with the provisions of the Nigerian Data Protection Regulation (NDPR) 2019 in carrying out their obligations under this Agreement.

## 8. LIMITATION OF LIABILITY

The Liability of the Bank shall not exceed the actual amount in dispute between the Bank and Merchant directly arising out of loss, fraud, or negligence of the Bank,.