

CASH IN TRANSIT SERVICE AGREEMENT

Made and entered into by and between

..... COMPANY LIMITED

RC NO.

AND

..... PLC

RC NO.

PARTIES

THIS AGREEMENT is made this _____ day of January 2019.

BETWEEN COMPANY LIMITED, a Private Limited Liability company incorporated under the Companies and Allied Matters Acts, CAP C20, LFN 2004 and having its registered office at 55 Adekunle Fajuyi way, GRA, Ikeja Lagos. (Hereinafter referred to as “the Carrier” which term shall where the context so permit include its assigns and successor-in-title) of the one part,

AND

..... PLC, a Public Limited Liability company incorporated under the Companies and Allied Matters Act, CAP C20, LFN 2004, licensed to carry on the banking business and having its registered office at 20, Marina Lagos, Nigeria (hereinafter referred to as “the Customer” which term shall where the context, so permit include its assigns and successors-in-title) of the other part,

BASIC AGREEMENT

The parties agree as follows:

Service: Carrier agrees to render services to customer at the locations, times, prices, frequencies and liability limits set forth on annexure A

attached hereto and made a part hereof and upon such other terms and conditions as are set forth on annexure A.

Insurance: During the term of this agreement, Carrier shall maintain the insurance in the amounts and types set forth herein,

Maximum Liability: The maximum shipment liability shall be set forth on annexure A hereof.

Term: The term for services under this agreement shall be as set forth in this Agreement.

Payment for services: Customer agrees to pay carrier for the services, the sum set forth on annexure a per month, plus all additional charges associated with special service requests and any applicable surcharges pursuant to annexure A

Entire Agreement: This agreement includes the terms hereof, and the terms of service contained in annexure A.

DEFINITIONS

In this agreement the following terms shall have the meanings assigned to them hereunder:

“Companies and Allied Matters Act “means the Companies and Allied Matters Act, CAP C20 Laws of the Federation Nigeria (LFN) 2004.

“Charges” means the charges for services to be provided, more particularly described in the annexure A to this Agreement.

“The Commencement Date” means the date stated in the schedule to this Agreement.

“Container” means the specified bag of container as supplied by the Carrier into which any cash or valuables must be placed.

“Sealed” Shall mean closed in a manner that is reasonably designed to prevent easy access to the valuables and that under normal circumstances would tend to reveal evidence of tampering or manipulation if unauthorized

access were attempted.

“Inter State” means from a state where the vehicle is stationed to another state e.g. Lagos to Ibadan.

“Inter-city” means from the city where the vehicle is stationed to another city within the same state e.g. Ikeja to Seme Border

“Intra City” means within the city e.g. within Ikeja

“The Customer’s Relevant Consignee” means the person into and/or from whose custody the Carrier is authorized by the Customer to deliver and /or collect valuables at the relevant delivery and /or collection point.

“Emergency services” means the services specified as emergency services in the schedule to this Agreement.

“MRR” means Minimum Rediscounting Rate.

“Nigeria” means the Federal Republic of Nigeria.

“The parties” means the carrier and the customer

“Period of the Carrier’s Responsibility” means the period during which the valuables are in the custody of the Carrier as defined in clause 6.2.

“Relevant Collection point” means the address from which any valuables are to be taken into the custody of the Carrier.

“Relevant Delivery Point” means the address to which any valuables are to be delivered by the Carrier.

“The Services” shall mean to call for sealed shipments said to contain valuables, to receipt therefore and to deliver same in like condition to a designated consignee and to perform any other services specified in the annexure A to this Agreement.

“Valuables” means cash in various currencies, coins, checks, notes, bonds, negotiable instruments, securities, precious metals and all other things of value but excluding hazardous materials or materials for which transport is

legally prohibited or restricted by applicable state or federal law.

“The Termination date” means the date stated this Agreement.

“Working Day” means a day (not being a Saturday, Sunday or public holiday) on which banks are ordinarily open for business in Nigeria.

SERVICE

Service: The Carrier agrees to render service to customer at the locations, prices, frequencies and liability limits set forth in annexure A attached hereto and made a part hereof and upon such other terms and conditions as are set forth on annexure A.

Non- deliverables: When delivery of a shipment cannot be made for any reason, carrier shall notify customer and return the shipment to customer or to carriers vault for storage. Notification of such return shall be promptly given to customer.

Payments of services: Customer agrees to pay carrier for the services at the prices set forth in the attached annexure A.

INSURANCE

All Risk Insurance: Carrier agrees always during the life of this agreement to purchase and maintain insurance, Money/Cash in Transit Insurance Policy and Fidelity Guarantee Insurance Policy, with a responsible insurance company to cover the loss or destruction of valuables handled or protected by carrier, its agents or employees, on behalf of customer pursuant to this agreement.

Other insurance: Carrier shall maintain during the performance of the service the following insurance:

Fidelity Guarantee and Cash-in-transit insurance the limits of which shall not be less than =N=300M (Three hundred million naira).

INDEMNITY

Each party shall defend, indemnify and hold the other party against all

claims, demands, actions and causes of action for damage or injury, including death; that are hereafter made or brought by any third party for the recovery of actual damages to the extent caused because of the negligence or wilful misconduct of a party, its employees or agents.

Both parties shall have no defence or indemnification obligation to the extent such damage or injury is caused by the negligence or wilful misconduct of a party, its employees or agents.

Neither Party excludes or limits liability to the other Party for:

Death or personal injury caused by its negligence; or

Fraud; or theft of cash

Fraudulent misrepresentation

Subject to clause 6b, both parties shall indemnify and keep each other indemnified fully, against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of, the supply, or the late or purported supply, of the Services or the performance or non-performance of its obligations under the Contract.

The Carrier shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Contract.

Carrier obligation with respect to any claim for damages by customer or any third party with respect to any valuables shall not exceed the maximum shipment liability.

CARRIER LIABILITY

Maximum Shipment Liability: Except as provided above, it is understood and agreed that carrier and its insurance company will be liable for loss of or damage to customer valuables to the maximum sum for each shipment as set forth in annexure A, which sum is the agreed maximum value of any single shipment ("Maximum Shipment Liability"). Each shipment shall not

exceed the maximum shipment stated in this agreement.

Carrier will not be liable for loss or damage to valuables consigned to it in excess of the maximum shipment liability.

Representations and Warranties

The Carrier warrants that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under this Contract, and that this Contract is executed by a duly authorised representative of the Carrier.

The Carrier warrants and represents that:

- i. in entering this Contract, it has not committed any Fraud;
- ii. as at the Commencement Date, all information contained in the Tender remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Customer prior to execution of the Contract
- iii. no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Contract;
- iv. it is not subject to any Contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;
- v. no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Carrier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Carrier's assets or revenue.
- vi. it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract

vii. in the three 3 years prior to the date of the Contract:

it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;

it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and

it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract.

Force Majeure

Neither party shall be liable for or deemed to be in breach of any of its obligations under this agreement, where such failure to perform its obligations is as a result of war, accident, fires, explosions, flood, earthquakes, civil or military authority, civil unrest, acts of God, strikes and any other cause beyond the reasonable control of either party. Either party shall notify the other not later than two (2) days of the occurrence of an event of force majeure.

The party affected by the force majeure shall do what is reasonable in the circumstances to avoid or remove the causes of the force majeure and shall continue the performance of its obligations after notifying the other party to this agreement.

Either party reserves the right to withdraw, modify or change as deemed appropriate the type of service offerings as per attached schedule subject to a notice period of ten days or more, provided further that the mode of withdrawal and modification of change has been discussed and agreed to in writing by both parties.

Notwithstanding the above, if such force majeure event prolongs for a period more than twenty-one (21) days, this Agreement shall terminate upon the unaffected party giving the affected part a seven (7) days' notice of termination.

DURATION

This agreement shall commence on the _____ day of February 2019 (“the commencement date”) and shall subject to the provisions of clause 16, continue to be in effect for a period of Two (2) years until the _____ day of January 2021 (“the expiry date”).

THE SERVICES

Subject to the provision of this Agreement, and in accordance with mutually agreed performance indicators, the Carrier shall provide and carry out total Cash in Transit services and solutions as specified in the schedule to this Agreement and in accordance with mutually agreed performance indicators.

DUTIES OF THE CARRIER

Upon execution of this Agreement and upon request by the Customer from time to time, the Carrier shall provide to the Bank certificates of insurance or other satisfactory documentation as evidence that the required premium(s) has/have been paid and that the Insurance required under this Agreement is in full force and effect. At least 30 days prior written notice will be given to the Customer by the Carrier in the event of any reduction, termination or cancellation of the policies required to be obtained pursuant to this Agreement.

The Carrier shall ensure that it takes out a Cash in Transit Insurance Policy of N 300,000,000.00 (Three Hundred Million Naira) only or its equivalent to cover cash being evacuated at any point in time.

The Carrier shall be liable to the Customer for any loss of or damage to valuables suffered by the Customer because of fraud or dishonesty of the Carrier’s employees or subcarriers. For the purpose of this Agreement valuables shall only be deemed to be in the custody of the Carrier from the time the Carrier’s employees or subcarriers take physical possession of the valuables at the relevant collection point, after having signed for the receipt thereof, and commenced the transportation of such valuables in the Carrier’s vehicle until the time the valuables are physically handed over or tendered to and a receipt in respect of the Customer’s relevant consignee is obtained at the Relevant Delivery Point.

DUTIES OF THE CUSTOMER

The Customer undertakes that:

The Cash in Transit movement of valuables required by the individual branches of the Customer on any day will be communicated to the Carrier not later than 24 hours prior to the scheduled activity.

The value of the contents of each container filled by the Customer or by a third party (appointed by the Customer) shall not exceed a sum equal to NGN30,000,000 (Thirty Million Naira).

The value required to be transported by the Carrier on each vehicle shall not exceed a sum equal to NGN 300,000,000.00(Three Hundred Million Naira).

All filled containers shall be sealed with a serial number seal to such an extent that money or valuables cannot be removed from such a container without breaking the seal or damaging the container.

COLLECTION AND DELIVERY OF VALUABLES

The Customer undertakes that:

The Customer's relevant consignee shall accept delivery of the Valuables or, where the consignment is divided up or placed into Containers, each individual part or Container therefore, at the Relevant Delivery Point; and

On acceptance of the Valuables or, where the consignment had been divided as aforesaid, on acceptance of each individual part or Container thereof, the Customer's Relevant Consignee shall issue to the Carrier's employees or subcarriers a signed receipt or other written acknowledgement for the Valuables or such individual part or Container.

The Customer's Relevant Consignee will commence the transaction immediately the Carrier's representative arrives