



E-COMMERCE SERVICE AGREEMENT

BETWEEN

.....

AND

ZiDrop Express Alliance LIMITED



THIS **AGREEMENT** is made the _____ day of _____.

BETWEEN _____ with its registered office _____
_____, (hereinafter referred to as "**THE COMPANY**")

Which expression shall where the context so admits include its assigns and successors-in-title) of the one part;

AND

ZiDrop LOGISTICS, a Company incorporated under the laws of the Federal Republic of Nigeria with its registered office at **Destiny Homes Estate, Abijo, Lagos State, Nigeria.**, (hereinafter referred to as "**ZiDrop Logistics**") which expression shall where the context so admits include its assigns and successors-in- title) of the other part.

ZiDrop and The Company shall hereinafter be jointly referred to as "Parties" and severally as "Party".

WHEREAS

THE COMPANY is desirous of employing the Services of a Courier/Logistics company to deliver e-commerce products throughout Nigeria.

ZiDrop Logistics is a company licensed to render courier services with links all over the country and internationally; to facilitate expeditious delivery of courier.

ZiDrop Logistics has presented to THE COMPANY that it has the skill, expertise and knowledge to provide courier services.

The Parties have agreed that ZiDrop shall deliver packages for THE COMPANY in accordance with the terms and conditions hereinafter set out.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS

For the purpose of this Agreement, the terms below shall have the following definitions:

Designated ZiDrop Logistics Personnel

Shall mean a dedicated Account Manager or any ZiDrop staff assigned by ZiDrop Logistics to coordinate the services being rendered to THE COMPANY.

Designated Company Personnel

Shall mean the staff of THE COMPANY or anyone designated by THE COMPANY to liaise with ZiDrop Logistics.

Location(s)

The location is the courier pickup/delivery points as specified by The Company.



The fees	Shall mean the fees that are payable for the courier services as contained in this Agreement.
Service Period	Shall mean the period stated in Clause 2 hereof During which THE COMPANY engages ZiDrop Logistics to render the services.
The Services	Shall mean the pickup and delivery of packages throughout Nigeria to be provided by ZiDrop Logistics to THE COMPANY and its customers under this Agreement.
Business Days	Shall mean the hours of 8.00a.m. to 5.00p.m. Mondays to Fridays (excluding weekends and public holidays).
Effective date	Shall mean the commencement date as stated in this Agreement and unless sooner terminated in accordance with the relevant provisions herein stated, shall continue in force for a period of One (1) year.
The Agreement	Shall mean this E-commerce Service Agreement.
Equipment	Shall include but not limited to vehicles, motorcycles, hardware, servers, software, operating systems, networking, web servers and the like necessary to perform functions under this Agreement.
Drop -Off/Pick-up Location	Shall mean ZiDrop Logistics offices or centres designated on-demand.
Merchants	Shall mean vendors and sellers, who make use of The Company's platform to fulfil their goods or products.
Returns	Hereby connotes the inability of ZiDrop to deliver a package (at no fault of hers) and reverse logistics (i.e. taking back a package to the Client) at no cost. However, there shall be a charge for the initial forward delivery attempt
ZiDropGO	Shall mean application where all orders are created and managed.



Volumetric weight

Shall mean weight determined by the Length, Breadth and height of the package.

Scale weight

Shall mean the actual weight as seen on the scale.

- 1.2 Any reference in these Conditions to a statute or provisions of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.
- 1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2 SCOPE OF AGREEMENT

2.1 Appointment

THE COMPANY hereby appoints ZiDrop Logistics to perform the services and associated functions as stated in Clause 3 hereof.

2.2 Commencement and Duration

This Agreement shall commence from the..... and shall remain valid unless sooner terminated in accordance with the relevant provisions herein.

2.3 Reservations

This Agreement shall not in any way be construed as creating a partnership between the Parties and for all purposes of this Agreement, ZiDrop Logistics shall be regarded as an Independent Contractor.

3 THE SCOPE OF SERVICE

- 3.1 The service to be provided by ZiDrop to **THE COMPANY** shall involve the collection and delivery of packages to and from **THE COMPANY's** designated location(s) as well as to and from other organizations and individuals within Nigeria.
- 3.2 Performance of the services shall either be initiated by **THE COMPANY** personnel overseeing/supervising activities or by daily routine work by the designated ZiDrop Logistics personnel.
- 3.3 All orders will be managed on the Logistics Management Tool ("**ZiDrop**") provided by ZiDrop Logistics
- 3.4 The Services shall be provided and made available daily, measured monthly to arrive at a daily average, excluding holidays and weekends and scheduled maintenance. If ZiDrop Logistics requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance.
- 3.5 Further, any downtime resulting from outages of third-party connections or utilities or other reasons beyond ZiDrop Logistics control will also be excluded from any such calculation. In scenarios where ZiDrop Logistics doesn't receive the Service in two (2) consecutive days, ZiDrop Logistics shall notify The Company via email to inform it that it has requested maintenance check on software and systems.



4. CONSIDERATION AND PAYMENT TERMS

- 4.1 For Prepaid packages, the Company shall maintain an active wallet with ZiDrop Logistics, thus to cover agreed costs of delivery. Prepaid orders cannot be created without money in the wallet.
- 4.2 ZiDrop Logistics shall provide an invoice detailing the amounts deducted for services rendered. This is also available on ZiDrop Logistics platform (Our Logistics Management Tool)
- 4.3 Price review will become agreeable to both Parties in the event of an upsurge in prices of petroleum products, labour related review of minimum wages, exchange rate fluctuations, government taxes and levies which are beyond the control of ZiDrop Logistics. Any such review as agreed shall be written and signed by the authorized representatives of the Parties.
- 4.4 Unless otherwise stated, the fees shall be:
 - 4.4.1 Exclusive of any applicable Value Added Tax
 - 4.4.2 Subject to Withholding Taxes on the service charge content only.
- 4.5 Except as other-wise stated, all payments under this Agreement shall be made in favour of ZiDrop Logistics and shall represent net amounts and any other statutory deductions. Where however **THE COMPANY** is required to deduct withholding tax, official receipts for such amounts as are properly deducted shall be provided to ZiDrop Logistics, but no payments shall be grossed up in respect of withholding tax.
- 4.6 All payments received at delivery on behalf of The Company by ZiDrop Logistics shall be remitted biweekly to The Company's designated account less delivery fee. THE COMPANY shall bear any Bank transfer charges or any other charges incurred on maintenance of the account.
- 4.7 The Company shall pay the Value Added Tax(VAT)of7.5%on all delivery transactions and Bank transfer charges where applicable.
- 4.8 ZiDrop Logistics reserves the right to review upwards or downwards., the rates stated herein and shall issue to the Company one-month (30) days' notice to accommodate exigencies which were not envisaged.
- 4.9 Merchants shall NOT be charged for return of packages less than 3kg but shall pay the initial forward transportation cost.
- 4.10 Where forward delivery charges for packages are not paid within 7 days from the date of invoice advice, amount accrued shall be deducted from available settlement of **THE COMPANY**.
- 4.11 Shipping fee shall be calculated based on weight and destination as denoted in E- tailing Rates below. However, due to the nature of the size of the package, volumetric weight might be considered and not the scale weight.
 - 4.11.1 In the event where anyone supersedes the other, the higher value will be used for billing.



5. **OBLIGATIONS OF ZiDrop**

ZiDrop LOGISTICS shall:

- 5.1 Collect packages from **THE COMPANY's** offices or ZiDrop Logistics designated drop off points, within Nigeria based on **THE COMPANY's** request.
- 5.2 Process the packages by sorting, documenting, routing and delivering to the consignee in line with specific instructions.
- 5.3 Ensure that packages are handled with care, diligence and delivered at the point of delivery indicated thereon in the state and manner in which **THE COMPANY** consigned them.
- 5.4 Ensure that all applicable laws and regulations are complied within respect to the consigned package and is hereby authorized to complete on behalf of **THE COMPANY** any document required to comply with aforesaid laws and provisions.
- 5.5 Upon **THE COMPANY's** written instruction, act as clearing agents for specific consignments, arrange for customs clearance and entry of any such consigned packages where required and act as **THE COMPANY's** designated consignee for the aforesaid purpose. Charges apply.
- 5.6 Ensure timely pick-up and efficient delivery of all packages to designated location(s) in accordance with the terms of the contract and prompt return of any undeliverable item(s) to **THE COMPANY**.
- 5.7 Upon the Company's instruction ensure that packages that are not delivered due to any reason are returned to the initial pickup point. The Company may however elect to pick up its package at its own expense from ZiDrop Logistics designated location.
- 5.8 Be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise make use of the Services. ZiDrop Logistics shall also be responsible for maintaining the security, safety, operational capability and all costs arising from the performance of the Service using the Equipment.
- 5.9 Be responsible for providing login details to merchants on the Logistics Management Tool, where orders can be created and invoices printed.
- 5.10 Where ZiDrop Logistics is unable to deliver a package, there shall be three attempts at delivering the said package within a Five (5) day period. Where such package is undelivered after 3 attempts, the package shall be returned to the initial Pickup point.
- 5.11 Where ZiDrop Logistics receives sealed packages with contents that are not ascertainable on the face of the package, ZiDrop Logistics shall not be liable for any defects there in.
- 5.12 Receive packages on behalf of The Company at ZiDrop Logistics designated drop off locations and also pick up consignments from the Merchant's desired location.
- 5.13 Due to deposit/stamp duty/transfer charges, ZiDrop Logistics shall charge 1% (One percent), as Cash Management Fee on all payment received at point of delivery, processed and remitted to **THE COMPANY**. This charge will be deducted during settlement/remittance. (Kindly consult the provisions of the Stamp Duties Act and the Federal Government's Financial Regulations 2009 for money deposited into an Individual or Company's account.)



6. OBLIGATIONS OF THE COMPANY THE COMPANY

- 6.1 Create orders and print out shipping invoices from the "ZiDrop". In the event where The Company is unable to create orders on the "ZiDrop", details of the orders can be sent via email (designated email advised in on-boarding message). "THE COMPANY" must print out invoice and label package before pickup/drop-off of packages.
- 6.2 Ensure that the consigned packages are properly marked, packaged and addressed and that the contents are legal and accurately described on the air waybill executed in respect of same.
- 6.3 Ensure that only Packages authorized by designated personnel are consigned to ZiDrop Logistics personnel for delivery.
- 6.4 Advise ZiDrop Logistics on specific pick-ups outside routine arrangements as may be agreed from time to time, give instructions to pick-up and deliver the packages through authorized designated personnel only.
- 6.5 Together with ZiDrop Logistics personnel, formulate a detailed description of the procedures and other aspects of the working relationship expected between the Parties together with any other information which might be necessary for the fulfillment of this contract.
- 6.6 Ensure that the value of each package is properly described on the Shipping invoice.
- 6.7 In the event where "THE COMPANY" chooses to use any of the designated "Drop- off" locations, "THE COMPANY" must print out invoice from "ZiDrop" and attached the invoice to the package before dropping off.

7. INSURANCE

- 7.1 ZiDrop Logistics shall maintain at its expense, insurance for packages collected pursuant to this Agreement which are within its maximum liability cover of N50,000.00 (FIFTY Thousand Naira) per Air Waybill for Domestic and truckload packages. Where the value of the package is above ZiDrop liability cover, THE COMPANY shall pay 5% of the declared value of the package as insurance premium. ZiDrop Logistics shall only be liable for the cost of any package to the extent of its insurance cover.
- 7.2 ZiDrop Logistics shall maintain at its expense, a Fidelity Insurance to cover events where cash collected by its personnel in the course of carrying out this service is not remitted and/or is pilfered pursuant to this Agreement.

8. ASSIGNMENT

- 8.1 ZiDrop Logistics shall not assign, transfer or sub-contract to any third Party its obligations under this Agreement without the prior written consent of THE COMPANY.



9. **NOTICES**

9.1 Any notice to be given under or in connection with this Agreement, shall be deemed to have been properly given by a Party if it is delivered by hand (including commercial courier) e-mail or sent by facsimile to the other Party (receipt of such notice(s) must be duly acknowledged) at the address below.

9.2 Where there is a change in the address stated above, the party changing its address must notify the other party within 10 working days of such a change.

9.3

To: The Managing Director

To: The Managing Director ZiDrop
Logistics,
Shop 18A, Ground Floor,
Grace Plaza, Broad Street,
Lagos Island, Lagos State.



10. FORCE MAJEURE

- 10.1 Neither party shall be liable for delay in performing or failure to perform any of the provisions of this Agreement due to any event constituting force majeure event. For the purpose of this Agreement, force majeure shall mean events or circumstances outside the reasonable control of either party to this Agreement which they could not have reasonably foreseen and guarded against and which by exercise of reasonable care and diligence they are unable to prevent including but not limited to Acts of God and natural disasters, outbreak of hostilities, adverse weather, riots, civil disturbances, the act of any government authority, fires, explosions, malicious damage, boycotts, strikes, lockout or industrial action of any kind.
- 10.2 Where any of the events described in clause 10.1 above occur, the party claiming relief shall give written notice to the other of the event causing the *force majeure* and thereafter the operation of this Agreement shall be suspended until such circumstances shall have ceased. Forthwith, upon the event ceasing to exist, the party relying upon it shall give written advice to the other of this fact.
- 10.3 In the event that the *force majeure* event continues for a period of up to thirty (30) days and substantially affects the commercial intention of this Agreement, the affected party shall have the right to terminate this Agreement upon written notice of such intention to terminate.

11. FORBEARANCE

Any failure by either party to insist upon strict compliance with any provision of this Agreement shall not constitute a waiver thereof for the future and all provisions here in shall remain in full force and effect.

12. AMENDMENT

This Agreement may not be amended, except by an instrument in writing, executed by both Parties.

13. TERMINATION

- 13.1 Notwithstanding any other provision of this Agreement, either Party shall be entitled to terminate this Agreement by giving written notice at any time to the other Party and which termination shall be effective after thirty (30) days of receipt of the notice, in the event:
- 13.1.1 Of any breach by either Party of any of the terms of this Agreement and which breach, if remediable has not been remedied fourteen (14) days after either Party shall have notified the other of the breach; or



- 13.1.2 Of an event of force majeure which persists for a period of more than thirty (30) days.
- 13.1.3 Of an order made or an effective resolution is passed for the liquidation, dissolution, winding-up, insolvency, bankruptcy, re-organization or administration of any Party or the appointment of a liquidator, receiver, administrator, trustee or similar officer of any Party or of all or a substantial part of its business.
- 13.1.4 Of changes to the Nigerian law which would unduly restrict any of the Parties from participating in the transaction.

- 13.2 Notwithstanding any other provision contained herein, on termination of this Agreement for any reason, no Party shall have any claim against the other Party except for the amounts of monies that are payable by each of the Parties to the other until the termination date.
- 13.3 To the fullest extent permitted by law, the termination of this Agreement shall not relieve the continuing obligations of either Party in particular the requirements of the clauses on Indemnity, Governing Law, Dispute Resolution, Limitation of Liability, Intellectual Property Rights, Confidentiality, Representations and Warranties which shall survive the termination of this Agreement.

14. **ENTIRE AGREEMENT**

This Agreement supersedes all other commitments, representations and warranties relating to the subject matter thereof and which may have been made by the Parties either orally or in writing prior to the date hereof and which shall become null and void from the date of execution of this

Agreement. This is without prejudice to any obligations or liabilities that might have accrued before the date of execution of this Agreement.

15. **DISPUTE RESOLUTION**

- 15.1 The Parties shall use their best endeavor to settle any dispute or difference of opinion between them, arising from or in connection with this Agreement amicably through mutual discussion.
- 15.2 If at any time the Parties to this Agreement are unable to resolve any dispute(s) relating to or arising out of this Agreement, the Parties shall refer such dispute(s) to Arbitration under the Arbitration and Conciliation Act Cap A18, LFN 2004.
- 15.3 This Clause shall survive the termination of this Agreement, and shall accordingly apply at all times to disputes and differences of opinion existing or arising between the Parties hereto, concerning this Agreement or any matter here under.

16. **INDEMNITY**

- 16.1 If any Party suffers any cost, liability or loss directly as a result of a breach by the other Party of its material obligations under this Agreement, the Party in breach shall indemnify and hold the non-breaching Party harmless in respect of any cost, liability or loss suffered by the non-breaching Party.
- 16.2 In no event shall either Party be liable to the other, its staff, agents or any third party for an amount exceeding the amount earned by them in connection with the specific transaction or cost of Consignment there of giving rise to the liability.



17 APPLICABLE LAW

This Agreement shall in all respects be governed by and construed and enforced in accordance with Nigerian Law, including all matters of construction, validity and performance.

18 ANTI-BRIBERY AND ANTI-CORRUPTION

- 18.1 Each party hereby declares and affirms that it has not paid, offered to pay or promised to pay, directly or indirectly, any bribe, pay-off, kick-back or any other such unlawful payment, and that it has not in any other way or manner, given or offered to give any gifts, presents or other items of value to any person to process the entry into and/or execution of this Agreement and each party further undertakes not to engage in any of the said or similar acts during the term of this Agreement.
- 18.2 The Parties shall abide by the applicable laws and regulations prohibiting Bribery and corruption in Nigeria, including (but not limited to), the Economic and Financial Crimes and Commission Act, The Independent Corrupt Practices and other Related Offenses Act, the Money Laundering (Prohibition) Act and all other extant legislations on corruption/bribery as may be enacted or amended from time to time.
- 18.3 The Parties shall implement and maintain adequate Anti-Bribery policies and controls to prevent and detect Bribery throughout their respective organizations, whether committed by their respective officers, employees, affiliates, agents, subcontractors or any other third party acting on their behalf.
- 18.4 Either Party may terminate this Agreement with immediate effect upon written notice-as of right and without any judicial authorization - if during the term of this Agreement the other Party is convicted of an act of Bribery or fails to comply with this clause or any anti-Bribery law or regulation even if not connected to this Agreement. To the extent permitted by the applicable law, the infringing party shall indemnify the other Party, against any losses, liabilities, damages, costs (including legal fees) and expenses incurred by, or awarded against the indemnified party as a result of any breach of this clause.

19 DATA PROTECTION

Each Party agrees to the processing of its personal information for any purposes related to this Agreement and agrees to comply with all applicable laws in this respect for the processing of the other Party's personal information.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

Signed for and on behalf of

Name: _____

Designation: _____

Signature: _____

Date: _____

In the presence of:

Name: _____

Designation: _____

Signature: _____

Date: _____

Signed for and on behalf of

Name: _____

Designation: _____

Signature: _____

Date: _____

In the presence of:

Name: _____

Designation: _____

Signature: _____

Date: _____



MERCHANT INFORMATION

Please fill the form below

Business Name

Website:

Call Back URL*

A/C Number

Bank Name

Bank Account Name

Logo

Contact Person Email

Contact Person Number

Business / Office Address