

REQUIREMENTS CHECKLIST AND DOCUMENT SIGN OFFS (FOR OFFICIAL USE ONLY)

S/N	DOCUMENTATION REQUIRED	YES	CHECKED	DEFERRED
1	One (1) recent passport photograph			
2	Evidence of Identification eg International Passport, Drivers' License, Voter's card, National ID Card (Original to be sighted) on all signatories			
3	Personal Data Processing Consent Form dully completed and signed			
4	Bank Verification Number (BVN) of all signatories			
5	Proof of Address: Utility bills, etc. (Certified true copy is acceptable if original is not held)			
6	Resident Permit (For non-Nigerian)			
7	Letter from Employer (for salary account only)			
8	Two (2) independent and satisfactory references (For Checking account only)			
9	Other document provided please specify			

Is the applicant a Politically Exposed Person? ☐ YES ☐ NO

DOCUMENT CHECKED BY:

CSOs/HCFDs Name

Staff Number Signature Date

Deferral/Waiver of Documents Authorised by

BDM's Name

Staff Number Signature Date

Account Opening Authorised by:

BSM's Name

Staff Number Signature Date

Address verification carried out by:

Name

Staff Number Signature Date

Name

Staff Number Signature Date

Comment(s): (Additional description and Results Findings)

MIS CODES IN FINACLE

MIS CODES	CODES	DESCRIPTION
FREECODE 6	<input type="text"/>	
FREECODE 7	<input type="text"/>	
FREECODE 8	<input type="text"/>	
FREECODE 9	<input type="text"/>	
FREECODE 10	<input type="text"/>	

CUSTOMER SERVICE OFFICER RM/HCFD/BSM



CONFIDENTIAL



APPLICATION TO OPEN AN INDIVIDUAL ACCOUNT

BRANCH

ACCOUNT No. (for official use only)	CUSTOMER ID (for official use only)	BIOMETRIC ID No.
<input type="text"/>	<input type="text"/>	<input type="text"/>

Account Category ☐ Individual Account ☐ Joint Account ☐ Expatriate ☐ FirstGem ☐ Salary Account
☐ Current ☐ Savings ☐ Domiciliary
Account Type ☐ Estate ☐ FirstSaving Plus ☐ FirstCurrent Plus
Others please specify
Others.....
(Please specify)

This form should be completed in CAPITAL LETTERS using BLACK INK. Characters and marks should be similar in style to the following(A|B|C|)

PERSONAL DETAILS (Please complete in BLOCKED LETTERS and tick where necessary)

Title Surname

First Name

Other Name(s)

Mother's Maiden Name Gender: ☐ F ☐ M

Marital Status (Please tick) ☐ Single ☐ Married Other (please specify) Date of Birth

Place of Birth

Nationality Dual Citizenship ☐ Yes ☐ No Please State.....

State of Origin LGA

Tax Identification Number (TIN) (If available) Resident Permit No.

Resident Permit Issue Date Resident Permit Expiry Date

Purpose of Account

CONTACT DETAILS

House Number Street Name

Nearest Bus Stop/Landmark

City/Town

Local Govt. Area State

Phone Number 1 Phone Number 2

Email Address (Optional)

ACCOUNT SERVICE(S) REQUIRED (Please tick option below)

Services ☐ Interactive Voice Recording (IVR) ☒ Mobile Banking ☒ Internet Banking
Alert ☒ SMS (Fee apply) ☐ Credit Only ☐ Debit Only ☐ Both ☒ Email (free)

Kindly request for a token as it is required to complete a FirstOnline transaction and write your preferred Username below
Statement Frequency (Email Only) ☐ Monthly ☐ Quarterly ☐ Semi Annually

Card ☒ Naira Debit Card ☐ Visa ☐ Cheque Book (fees apply) ☐ 25 Leaves (Only for Dom A/C) ☐ 50 Leaves ☐ 100 Leaves
Type ☐ Closed ☐ Open

Kindly note that your account will be debited with applicable fees as cost of card issuance once your account is opened. If you do not want a card/any of the services pre-ticked above, you are required to indicate by ticking this box ☐ and complete our account services decline form section

Preferred Username



ACCOUNT No. (For official use only)																					
VALID MEANS OF IDENTIFICATION																					
<input type="checkbox"/> National ID Card		<input type="checkbox"/> National Driver's License		<input type="checkbox"/> International Passport		<input type="checkbox"/> INEC Voter's Card		<input type="checkbox"/> *Other (please specify)													
ID No.				ID Issue Date						ID Expiry Date											
CHEQUE CONFIRMATION THRESHOLD																					
You will be required to pre-confirm any cheque of ₦1,000,000 and above. If you would like to have a higher threshold for pre-confirmation, please specify the amount (i.e. threshold above ₦1,000,000)																					
EMPLOYMENT DETAILS																					
<input type="checkbox"/> Employed		<input type="checkbox"/> Self Employed		<input type="checkbox"/> Unemployed		<input type="checkbox"/> Retired		<input type="checkbox"/> Student		<input type="checkbox"/> Other (Please specify)											
Date of Employment (if employed)																					
Annual Salary/ Expected Annual Income																					
Annual Salary:																					
<input type="checkbox"/> Less than ₦50,000		<input type="checkbox"/> ₦51,000 - ₦250,000		<input type="checkbox"/> ₦251,000 - ₦500,000		<input type="checkbox"/> ₦501,000 - Less than ₦1million															
<input type="checkbox"/> ₦1million - Less than ₦5million		<input type="checkbox"/> ₦5million - Less than ₦10million		<input type="checkbox"/> ₦10million - Less than ₦20million		<input type="checkbox"/> Above ₦20million															
Employer's Name																					
Employer's/Emploment Address (Even if self employed)																					
Street Number																					
Street Name																					
City/Town																					
Nearest Bus Stop/ Landmark																					
Local Govt. Area																					
State																					
Nature of Business/ Occupation																					
Office Phone Number																					
Fax Number																					

Where you access other websites from the Bank's web platform, this shall only be for convenience purposes; and the Bank assumes no responsibility for the safety, security, content and privacy of such site/link or transactions respect thereto.

Without prejudice to the preceding clause, the Customer undertakes to indemnify the Bank and keep the Bank indemnified on full indemnity basis (including legal and associated costs) against all claims, demands, costs, damages, expenses, actions and any other analogous circumstance which may arise in relation to the Customer, the use of the Service(s) (including electronic banking services), an Account, any Transaction, as well as all other matters attributable to the relationship between the Bank and the Customer. This indemnity provision shall continue notwithstanding the closure of the Account for any reason or the discontinuance of the Service(s).

GENERAL TERMS

- To all extent permissible by law, all the obligations of the Customer and rights of the Bank under these Terms shall survive the termination of the Banker-Customer relationship between the parties. However, all obligations the Bank to the Customer shall cease upon such termination.
- In the event of any breach of any representation and/or warranty in these and related Terms and Conditions or should these Terms be unenforceable against the Customer for any reason whatsoever, the person(s) who has executed the Account opening documents and/or accepted these Terms hereby accept independent personal liability(ies) on the same terms herein contained.
- We reserve the right to add to or vary any of these Terms and Conditions at any time with or without notification to you.
- Except in the event of manifest error accepted by us, any certification or determination by us of any matter involving an Account or in respect of a Transaction will be conclusive.
- We may at any time implement any security measure we deem necessary in respect of a Customer, an Account and any Transaction.
- We may use the services of any bank or agent we deem fit in connection with any collection for the Customer or in connection with any banking service the Bank offers or provides. Such bank or agent is deemed to be the agent of the Customer for the purpose of any liability and all charges that may be incurred in this regard will be for the Customer's Account.
- If, at any time, any of the provisions in these Terms and Conditions is or becomes illegal, invalid or unenforceable in any respect, neither the legality, validity or enforceability of the remaining Terms and Conditions nor the legality, validity or enforceability of such Terms and Conditions under the law of any other jurisdiction will in any way be affected or impaired.
- These Terms and Conditions and all matters in relation thereto shall be subject to the laws of the Federal Republic of Nigeria. Save and except the Bank opts for arbitration on any matter, all disputes arising pursuant to the Terms shall be subject to the non-exclusive jurisdiction of the Nigerian Courts. Where a dispute is pending in any court before the Bank exercises its option for arbitration, the existing litigation will be suspended and such dispute shall be transferred and determined by arbitration.

JURAT (This should be adopted where the applicant is not literate or is blind and the form is read to him or her by a third party)																																		
I agree to abide by the content of this agreement and acknowledge that it has been truly and audibly read over and explained to me by an Interpreter																																		
MARK OF CUSTOMER / THUMBPRINT	MAGISTRATE / COMMISSIONER FOR OATHS																																	
Date of Birth	Phone Number of Interpreter																																	
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D	D	M	M	Y	Y	Y	Y																											
Name of Interpreter																																		
Address of Interpreter																																		
Language of Interpretation																																		

DECLARATION	
<p>I hereby apply for the opening of an account with First Bank of Nigeria Limited. I have read and understood the applicable terms and conditions and those relating to various products and services that I have requested including but not limited to Debit Cards / Credit Cards/ Internet Banking/ Mobile Banking / SMS and Email Alerts.</p> <p>I accept and agree to be bound by terms and condition including those excluding / limiting the bank's liability. I understand that the Bank may debit my account for services charges as applicable from time to time. I hereby declare that the information given above is true and correct to the best of my knowledge.</p>	
Signature of Account Holder	Affix postage stamp here and sign across
<div>Date<div><div>D</div><div>M</div><div>Y</div><div>D</div><div>M</div><div>Y</div><div>Y</div><div>Y</div><div>Y</div></div></div>	



v. You agree to notify us if you change your name, address, email address, phone numbers or any other personal details or of any other information which ordinarily and reasonably should be notified to us.

vi. You confirm that you are using the Service for legal and bonafide transaction(s), which is/are not in violation of any applicable laws or Government/Exchange Control regulations or other regulatory provisions.

vii. Disputed transactions must be reported within 30 days after the Transaction date so as to enable us consider your claim for investigation and initiate a chargeback process where we determine at our sole discretion that your claim is justified. We shall not be required to process any chargeback or any other remedial action whatsoever and the Bank shall not be held to account for any policies, timelines or procedures followed in arriving at its determination.

viii. You hereby agree not to use your Card or any other Security Details or items after the Card Expiration Date or from the date of receipt of a notice of discontinuance in respect of the use of such Card or other Security Item.

ix. You shall not create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers.

x. You agree that any instruction given to the Bank in respect of your Account via the Service shall be binding and shall be given the same legal effect as your written and signed paper instruction. It shall be deemed for all purposes (i) to be "written" (ii) to have been "properly signed" (ii) to constitute an "original" when printed from electronic files or records established and maintained in the normal course of the Bank's business.

xi. Save to the extent of any surviving provision herein or to the extent of any outstanding obligations owed by you hereunder, you may opt to discontinue the use of any of the Services covered by these terms by giving a minimum of 60-days written notice of discontinuance to us, within which period your Card and other security items must be surrendered to the Bank.

xii. You agree that when you use the Service you will remain subject to the terms and conditions of all existing agreements with any service providers of ours. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of the Service, and you agree to be solely responsible for all such fees, limitations and restrictions.

xiii. You hereby agree to keep your account details, Security Details and security items safe. In the absence of any proven fraud on the part of the Bank, any unauthorised access to your Account via the Service shall be deemed to have arisen as a result of your negligence and you will be liable for all losses incurred arising from any unauthorised access to your account or any Service.

xiv. Acceptance of these terms and conditions constitutes your express consent to the collection of your personal data and that the information collected may be used for the purpose of marketing and promoting the Services but shall not be disclosed to any external parties without your prior written consent. You may withdraw your consent at any time in writing by sending your withdrawal of consent to the following email address: Firstcontact@firstbanknigeria.com

COMPROMISED SECURITY DETAILS

a. You shall notify us immediately

if you believe your Card is lost or stolen or your Security Details, mobile device, phone and/or Token are lost/stolen or you suspect that any of your Security Details have been compromised or misused in any manner.

b. You should report any possible incidence of compromised Security Details and upon our request, obtain and provide the police report in that regard. You must co-operate with us and any law enforcement agency in our efforts to recover the Card and/or any other missing Security Details and/or conduct investigation in respect of the loss of your Card and/or any compromised Security Detail. If you recover the Card after reporting its loss, you must destroy the recovered Card or return it to us immediately.

c. If you suspect that someone else knows your PIN, you must contact us immediately.

d. You must notify us immediately by contacting us via FirstContact-(0700FIRSTCONTACT) or 0700-34778-2668228 or 014485500, 0708-062-5000 or via email: firstContact@firstbanknigeria.com, or such contact numbers as are available on our website or any of our support centres. These contact details may be changed from time to time.

Receipt of your notification regarding a stolen or missing Card or other compromised Security Detail by the Bank is not a representation that the Transaction(s) authorised or consummated using such Card or Security Detail have not been honoured or that there is sufficient time available to enable the Bank stop the transaction(s). We will make reasonable efforts within our control to prevent payments on the stolen or missing Card or compromised Security Detail as soon as reasonably, operationally and commercially possible. We are hereby absolved of any liability for any failure, delay or inability to give effect to Transactions authorised or consummated via a stolen or missing Card or compromised Security Details.

OUR RIGHTS

We reserve the right to temporarily or permanently discontinue the Service, and/or alter terms and conditions for the use of the Service for any reason whatsoever. You may reject such changes by discontinuing your use of the service(s) to which such changes relate. Your continued use of such services will constitute your acceptance of and agreement to such changes.

We reserve the right to reject or decline the processing of any Transaction for any reason whatsoever, including if there are insufficient funds in the designated account or incomplete/inaccurate information for the funds transfer or compromise of Security Details or if we believe that declining the transaction would be a prudent decision at the material time.

Maintenance of the Service or any related services may be performed from time-to-time resulting in interrupted service, delays or errors in such Service or related services and we shall not be liable for these.

Non-enforcement or delay in enforcing breached clauses does not prevent us from enforcing the clause against you at a later date.

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We may record phone calls and other communications between you and us and use the information for any lawful purpose, at our sole discretion.

We reserve the right to accept or reject your application for any Service. Such applications will be subject to the Bank's processes and reviews, which may require you to provide further information or documents..

MOBILE BANKING SERVICES

We shall provide mobile banking services (including FirstMobile services) in accordance with these Terms and Conditions and/or such user guides as may be published/released by us.

You are to select a PIN during your registration for the mobile banking services, such PIN MUST remain known to ONLY you. No transaction shall be effected without entering and validating your PIN.

There are transaction and daily limits on your account. By contacting us you can increase or reduce these limits but this shall be subject to any restrictions that may be placed on your account.

FUNDS TRANSFERS

We shall determine the time-frame for the receipt and processing of Funds Transfer (FT) requests, amendments or cancellations.

You understand and agree that funds transferred by you shall be subject to statutes, rules and regulations of the Beneficiary's country and/or that of any other country involved in the FT process. Neither the Bank nor its correspondent or agents shall be liable for any delay or loss caused by or arising out of any applicable Act, Order or other governmental or regulatory provision.

For the avoidance of doubt, you will be responsible for any liability, loss or expenses incurred by us, an Intermediary/Correspondent Bank and/or the Beneficiary Bank as a result of reliance on any instruction provided in the course of your FT transaction.

You hereby authorize us to debit your account for the principal sum and all charges applicable to your FT Request

CORRESPONDENT SERVICES

In executing any FT request, the Bank may use the services of the Correspondent/Intermediary Banks of its choice. You agree that once the funds have been transmitted successfully to the designated Correspondent/Intermediary bank, the funds become that bank's property. It becomes that bank's responsibility to locate, identify, and make payment to your Beneficiary or to the Beneficiary Bank.

Each Correspondent/Intermediary bank may deduct certain service charges from the FT amount. The Beneficiary Bank may also charge a fee for handling the incoming wire transfer and you shall be liable for any such charges. We do not guarantee that the Beneficiary Bank will actually receive and/or act upon your FT request in a timely manner or that any special instructions will be followed by the receiving institution.

Foreign Exchange – If your FT Request requires the Bank to convert from one currency to another, we will be required to purchase the transfer currency on your behalf and you hereby authorise us to so do. The exchange rate that would be applied for the purchase of the transfer funds shall be the exchange rate determined at the point of transfer and may therefore not be communicated to you in advance of processing your FT request. We assume no responsibility for the rate at which the funds are purchased, the date upon which the conversion occurs or for any other situation relating to the purchase of funds on your behalf.

CARD RENEWAL AND FEES

Card Renewal – Your Card must not be used after the Card Expiration Date or from the date of receipt of a notice of discontinuance of the use of the Card. You hereby authorize the Bank to automatically re-issue an expiring Card for your use after the Card Expiration Date. If however you do not wish to renew an expiring Card, you must notify the Bank by giving a 60-day written notice prior to the Card Expiration Date.

Fees – Cardholders shall be charged fees by the Bank in accordance with the Bank's schedule of fees. Charges which may be applicable to your Card include but are not limited to (i)charges for Transactions carried out using your Card; (ii)Charges for Card issuance, replacement, renewal, hot listing;(iii)maintenance fees; (iv)such other service or administrative charges as may applicable under the Bank's schedule of fees

DISCLAIMER OF WARRANTIES/LIMITATION OF LIABILITY

We disclaim any liability for any Transaction linked with fraud or illegality. Except when caused by the Bank's proven intentional and fraudulent misconduct, we shall not be responsible for any loss, injury or damage, whether direct, indirect, special or consequential, caused by or arising from the use of the Services.

We do not warrant that the Services and benefits that we provide pursuant to these Terms will always be available. You expressly understand and agree that use of the Service is at your sole risk. The Services are provided on an "as is" and "as available" basis; and 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.

We shall not assume responsibility for the operation, security, functionality or availability of any service provider, phone, mobile device, wireless device or mobile network, which you utilize to access the Service. We also disclaim responsibility for any virus or viruses that you may encounter while using the Service.

You agree that the Bank is exonerated from any liability, loss or claim arising from all Transactions initiated with your Card or through your Account by a third party access or Transactions which require actions outside the Bank's exclusive control.

We shall not be liable for any loss or damage whether direct, indirect, arising from offline Transactions and the use of channels not provided by us for accessing the Services.

We shall not be liable for any errors, neglect, defaults, acts or omission of any Intermediary/Correspondent Bank or any of their respective agents, sub-agents or employees.

ACCOUNT No. (For official use only)

ADDITIONAL DETAILS (OPTIONAL)

Name of Beneficial Owner) (If any)

Spouse's Name (If applicable)

Spouse Occupation

Date of Birth

Sources of Fund to the Account 1.

2.

Expected Annual Income from Other Sources

Name of Associated Business(es) (If any) 1.

2.

3.

Type of Business

Business Address

DETAILS OF ACCOUNT HELD WITH OTHER BANKS

S/N	NAME AND ADDRESS OF BANK/BRANCH	ACCOUNT NAME	ACCOUNT NUMBER	STATUS ACTIVE/DORMANT
1.				
2.				
3.				
4.				

ACCOUNT SERVICES DECLINE SECTION

I/We,

Name

Account Number

Card

Alert

Hereby confirm that the Customer Service Officer has explained the benefits of each of the account services products to me. The decision to decline any/all of the account services as indicated above was mine and does not waive the right to request for same at any time in the future.

Signature

Date

Time



TERMS AND CONDITIONS

FIRST BANK OF NIGERIA LIMITED

ACCOUNT OPENING TERMS AND CONDITIONS

These Terms and Conditions shall govern the relationship between First Bank of Nigeria Limited ("First Bank"/ "the Bank"/"us", "we") and a person or entity who has authorized or signed the Bank's Account Opening documents and/or on whose behalf an Account is being opened/operated, and/or an Account Signatory where the context permits ("the Customer"/"you"/"your").

RELATED TERMS AND CONDITIONS

This is an abridged version. To read the full version which shall be updated by the Bank from time to time, please visit our website at www.firstbanknigeria.com. The full version shall take precedence over these Terms in the event of any conflicting provisions.

These Terms and Conditions shall also be in addition to any terms, conditions, rules or regulations contained in the Bank's cheque books, deposit vouchers or other documents or forms supplied by us as well as any terms, conditions, rules, regulations, customary banking practices, internal policies or agreements relating to any products or services provided by us.

By signing this Account Opening Form and or accepting these Terms and Conditions, you confirm that having read the full version of these Terms, and having had the opportunity of obtaining legal, financial and other professional advice of your choice, you fully understand the nature of the obligations undertaken, and have accepted these Terms voluntarily.

If you do not agree with any provision in these (and any related) Terms and Conditions, DO NOT FILL THE ACCOUNT OPENING FORM OR ACCESS ANY RELATED SERVICE PROVIDED BY THE BANK.

AUTHORISATION

We are hereby authorized to open Account(s) for you upon your satisfaction of our requirements, and to further provide you with such banking and related financial services as we may deem fit, from time to time. We reserve the right, not to open an account, to close an opened account or refrain from providing a service to you for any reason, without the obligation to give reasons.

We are authorized to carry out any due diligence activity considered necessary for the opening and/or operation of an Account. You shall provide any document and/or information required by us. Pending receipt of satisfactory documents or information from you and/or pending the conclusion of any due diligence activity by us or if we determine that the findings are unsatisfactory, we may close your Account or at any time freeze or otherwise restrict transactions on your Account.

If a fraudulent activity is associated with the operation of your account, you agree that we have the right to apply restrictions to your account and report to appropriate law enforcement agencies.

ACCOUNT TYPE/ BANKING PRODUCTS/SERVICES

In these Terms and Conditions, "Account" means the bank account held or to be held with FirstBank specified in the name of the Customer the number of which is or shall be specified in the application form for the Service and/or communicated to the Customer, as appropriate.

You confirm receipt of sufficient information and are satisfied with the nature and features of the accounts and/or banking products and services that you subscribe for. You confirm that we may make any amendment to the features of any Account, products or services as we may deem fit without a requirement of prior notification to you.

MANDATE

Notwithstanding that an instruction is made by Authorised Signatory(ies) in accordance with the Mandate, we may, without any liability or obligation, require further authentication of any such instruction if we deem it necessary.

All transactions carried out on the instruction of Authorised Signatory(ies) are hereby authorized, ratified, approved and confirmed. You further assume full responsibility, to our complete exclusion, for any adverse consequence relating to any activity carried out on your Account through Authorised Signatory(ies).

Upon your request for a Mandate change and pending completion of our processing of any such variation, we may continue to deal with the Account in accordance with the then existing Mandate or may restrict activities on the Account as we deem necessary.

CONFLICT/ CONFLICTING INSTRUCTIONS

Where there is, to the Bank's knowledge or belief, a disagreement or dispute between the members/directors/officers of a Customer or between the signatories of an Account or in the event of contradicting instructions (whether written or oral) by any such persons, we may, in our discretion and notwithstanding the existing mandate on such Account, freeze or otherwise restrict the activities on the account(s) in any manner we deem fit until we believe that the disagreement/dispute has been resolved, as may be evidenced by a court order or by a jointly written instruction/confirmation from such members/directors/officers or signatories of the Account as the Bank may desire.

DEPOSITS

We may not accept, and are hereby absolved from any liability whatsoever in respect of funds handed over to any of the Bank's staff outside banking hours or outside the Bank's premises or to any person purporting to be the Bank's staff or at any place and/or in any manner outside the Bank's acceptable means of accepting deposits. We also disclaim liability for any funds transfer or any other transaction request purportedly consummated with an agent, staff or a purported staff of the Bank in any manner outside the Bank's acceptable means of consummating such transactions.

We may cancel, reverse or debit all or part of any credit (including interest paid, if any) made in relation to any deposit where we consider it necessary or have prudent grounds for doing so.

WITHDRAWALS/PAYMENT INSTRUCTIONS

"Payment Instruction(s)" refers to a Customer's instruction for a withdrawal, debit, transfer or payment from an Account, which may be in the form of cheque, pre-printed form(s) provided by the Bank for such purpose or any

other means acceptable by the Bank, and shall (where the context permits), include similar instructions made via electronic banking platform.

Except otherwise agreed in writing, all funds standing to the credit of an Account shall be payable on demand only, and the Bank is not under any obligation to effect any cheque or other transfer or debit instruction (Payment Instruction) if the account is not sufficiently funded to accommodate the value of the instruction and incidental charges. The Bank may upon suspicion of fraud, impropriety or encumbrance of the funds in your account or under any other circumstance in which the Bank considers necessary or prudent to so act, with or without notice to you and without any responsibility or liability whatsoever, refuse to honour any Payment Instruction.

You undertake that except prior appropriate credit arrangements have been made by the Bank; no cheque(s) issued to a third party shall be presented neither shall any other banking transactions be attempted when the balance in the account is insufficient to cover the value of the cheque/transaction, and incidental charges.

If we honour any instruction on an Account which results into a debit position, you hereby confirm that any such instruction constitutes a request for an overdraft facility, the grant of which you hereby authorize. The overdraft shall be payable on demand and subject to the terms and conditions applicable by us for overdraft facilities at the material time.

CHEQUES AND/OR OTHER PAYMENT CONFIRMATION

You confirm that any unauthorized access to your cheque leaves shall be deemed strictly to be a neglect of your duty to safeguard your cheque book and you hereby assume full responsibility for any liability or adverse consequence arising therefrom.

Confirmation of a cheque or other Payment Instruction may be sought from you or your Authorised Signatory(ies) via any means determined by us including phone call, email, text message etc ("Confirmation"), subject to monetary threshold or other rules that we may implement. We are authorized to effect (without any obligation or liability) any Payment Instruction which, in accordance with our rules, does not require Confirmation or any Payment Instruction in respect of which we reasonably believe we have received Confirmation for. Notwithstanding any threshold implemented by us or requested by you, we may (without any liability or obligation), whenever deemed appropriate, seek Confirmation of any cheque or Payment Instruction where we consider it prudent to do so. We are hereby authorized without any liability whatsoever, to dishonor any Payment Instruction if we do not receive a satisfactory Confirmation made pursuant to this Section or suspect the authenticity of confirmation received.

STOP PAYMENTS

Acceptance of a Stop Payment request by us is not a representation that the Instrument and/or Payment Instruction initiated by the Customer via the electronic banking platform, has not been honoured or that there is sufficient time available to enable us stop the payment. We will make reasonable efforts within our control to prevent payment on the stopped Instrument or Payment Instruction as soon as reasonably, operationally and commercially possible. We are hereby absolved of any liability for any failure, delay or inability to give effect to a Stop Payment Request.

INSTRUCTIONS VIA ALTERNATIVE MEANS

We may, in our sole discretion and upon such terms that we deem fit, accept instructions from you or your Authorised Signatory(ies) by email, telephone, facsimile, scanned documents attached to emails, text messages or any other means ("Instructions via Other Means"). We may refuse to act on any Instruction via Other Means or may require further authentication of same and shall not be obliged to give any notice or provide any reason for refusing to so act. You are fully aware and exclusively assume all risks associated with Instructions via Other Means.

FOREIGN CURRENCY TRANSACTIONS

Deposits and withdrawals in foreign currency notes are subject to availability and adequate notice being received by us. Transactions shall be subject to the Bank's prevailing prescribed commission/service charges and also conversion at the Bank's prevailing foreign exchange rates (where applicable). The exchange rate, tax-related and other associated risks connected with foreign currency transactions shall be at your sole cost and responsibility. You will be exclusively liable for any adverse consequence of non-compliance with any relevant laws, regulations and governmental policies regarding foreign exchange transactions (including but not limited to any sanctions imposed by the competent authorities).

CHARGES, FEES, COSTS AND TAXES

You assume full responsibility for, and further authorize us to debit your Account(s) without notice with such fees and/or charges and/or costs and/or reimbursements and/or expenses and/or levies and/or penalties and/or commissions determined and/or advised by us in relation to the opening, closing and operation of an Account, the consummation of electronic banking transactions (internet, mobile banking and/or card transactions, etc) as well as any other transactions or dealings involving you and us; notwithstanding that your Account may be dormant, overdrawn or that the debit may lead to an overdrawn position on your Account.

The charges/fees may be deducted from the funds transfer amount, or may be debited to any of your account(s) with us. We shall have the right to convert funds in any of your account(s) to any other currency at the Bank's prevailing exchange rate for the purpose of paying the applicable fee/charges (where necessary). All fees charged by us shall be in accordance with our fee schedule as may from time to time be determined. Charges shall be determined, and are subject to review at any time and at our discretion. You hereby waive your right to prior notification of any such charge and hereby exonerate us from any liability for taking such charges.

STATEMENTS OF ACCOUNT

You shall report any omission, error, anomaly, inaccuracies or matter of concern in your Statement of Account to us within 14 days from the date of the Statement of Account failing which the Statement of Account shall be deemed to be binding on you, with no responsibility or liability on us. Without prejudice to your responsibility in the preceding sentence, and notwithstanding anything contained in these terms or any other document, we may, in good faith, alter the entries which had been reflected in a Statement of Account at any time, to correct any error therein or for any other reason.

ALERTS

We may, at our sole discretion or upon your request, send notification(s), alerts or information to you, in respect of a debit and/or credit and/or any other transaction(s) on your Account, as well as any security, promotional, operational and/or any other information/notification deemed appropriate by the Bank, via electronic mail, text message, facsimile transmission or through mobile devices and/or other electronic channels or other means as we may deem fit ("Alerts"), at a fee prescribed by us from time to time.

You accept that the Bank does not guarantee the delivery, timeliness or accuracy of an Alert or content thereof. Alerts are provided for convenience only, and it is your responsibility to use other means of obtaining formal information on an Account.

JOINT ACCOUNTS

All obligations under these Terms and Conditions, including all amounts owed to the Bank in relation to the Account shall be the joint and several obligations of the joint account holders. In the event that the Account upon which an Electronic Banking Service is accessed is jointly owned, any liabilities attributable to that Account under these Terms shall be joint and several.

In the event of the death (or legal incapacity) of any one of the Account Holders, we shall be promptly notified by the surviving Account Holder. In such event of death or legal incapacity and subject to fulfillment of such conditions that we may require, the Bank is authorised to deal with the Account or any credit balance therein to the order of the surviving Account holder(s). Pending satisfactory fulfillment of any such condition, the Bank may freeze or otherwise restrict transactions on the Account.

ESTATE ACCOUNT OR OTHER ACCOUNT "IN TRUST"

If we agree to open an Account "in trust" for a beneficiary, it shall be upon such terms and conditions that we shall determine. You undertake to operate such Account solely for the benefit of the beneficiary, without any monitoring obligation on the part of the Bank. You agree to indemnify the Bank against any loss or liability in respect of the operation of the Account, including the closing of the Account, and any dispute between the beneficiary(ies), yourself and/or any of your personal representatives.

These Terms and Conditions shall be binding jointly and severally on the Executors or Administrators of any estate and all trustees of any trust account; and they shall be jointly and severally liable for any obligation or liability in respect of the account or the banking relationship with the Bank.

RIGHTS OF APPROPRIATION, DEBIT, SET-OFF AND/OR CONSOLIDATION OF ACCOUNTS

In respect of any debt, obligation or liability owed by you to us or any member of the FBN Holdings Plc. Group (FBN Group), whether actual or contingent; matured or not; as principal debtor, guarantor or surety; whether owed singly, together with others or by an entity in which you are a member or director, and in whatever currency ("Obligation"), we shall be entitled at any time and without notice to you, to perform any or all of the following: (a)appropriate, set-off or debit all or part of the balances in any of your Accounts, to pay and discharge all or part of the Obligations regardless of the currency or where your Accounts are located, and whether your Accounts are held in your sole name or jointly with others ("Affected Account"); (b)combine or consolidate all or any of your Accounts including the Affected Account(s); (c)retain as security and/or sell by public or private sale any of your funds, chattels, securities and other valuables or other asset in the custody (whether actual or constructive) of the Bank, howsoever arising to pay and discharge all or part of the Obligations; (d)where required, earmark any amounts credited or expected to be credited into your Affected Account(s); (e)refuse any withdrawals from an Affected Account which is earmarked until the Obligations are discharged in full; (f)make any currency conversion at the Bank's prevailing exchange rate where necessary to exercise any right under this Section; and/or (g)estimate the amount required for the settlement of an Obligation if the amount is unascertained.

The Bank's rights in this Section shall extend to any investment product e.g. Fixed/Time/Term/Call Deposits, Treasury Bills, Bankers Acceptance, Commercial Papers etc.; and the Bank is further authorized to accelerate the maturity of any such investment in order to exercise any right hereunder.

The Bank's rights under this Section extends to an Obligation owed to any member of the FBN Group and are exercisable by any member of the Group in respect of any Account and investments of a Customer within the FBN Group.

CONFIDENTIALITY

You hereby authorize us and any other person who has access to your information through us, to disclose any information relating to you, any Account, Transaction as well as any related matter, where we so consider to any other person or entity whether local or foreign.

The Bank and all members of the FBN Group are hereby authorised to disclose and share any information or data amongst themselves including any personal, confidential, financial or other information about the Customer, any Accounts, Transactions and related matters.

COMMUNICATION

We may send any notices, advice or other communications to you by hand, mail, or by leaving them at any address(es) known or reasonably believed to be yours; or through electronic means or any other media selected by us. Such notices, advice or other communications will be deemed to have been received by the intended recipient upon being hand delivered or left at the said address or on the day following the mailing thereof. Notices and communications may also be effected through the print or electronic media, notification in/at the Bank's locations (e.g. posters, fliers, signages etc.), notifications on ATMs; notifications accessed or available through the use of Electronic banking services, via Alerts or any other media as selected by us. You are deemed to have received any such notification on the date of delivery, publication, broadcast, communication or upon same being made available by the Bank.

You shall bear all risks of communications you make to the Bank and vice versa. We are absolved of any liability or responsibility in the event that any communication is delayed, intercepted, lost and/or failed to be delivered, or in the event of any unauthorized access to the content of such communication.

CLOSURE OF ACCOUNT

You may request for the closure of an Account, subject to having satisfactorily paid and settled all liabilities, obligations and outstanding amounts owing to the Bank.

We may close any Account without giving any reason by issuing 5 days' notice to you; or, where we deem fit, immediately upon issuing a notice to you. If an Account is closed where you have any outstanding obligations whatsoever (whether arising before or after the closure of the Account), the sum or any other obligation outstanding including interest and applicable charges and fees shall continue to accrue and remain owing to the Bank until we receive and acknowledge satisfactory discharge of all your obligations to us.

You shall take steps to collect any balance amount in the closed Account, if any, and until collected, we reserve the right to keep such amounts without any interest being payable thereon.

To the farthest extent possible, all your obligations under these Terms and Conditions shall remain binding on you notwithstanding the closure of an Account.

DEATH OR LEGAL INCAPACITY

We may continue to honour cheques and instructions until we have actual knowledge of the death or legal incapacity of a Customer, and have had a reasonable opportunity to act on the information. We further reserve the right to place a freeze on the Customer's Account(s) or otherwise restrict transactions thereon upon reasonable suspicion of the death or legal incapacity of a Customer until receipt of sufficient information and documents to enable us satisfactorily determine the fact of the death/incapacity and the appropriate action(s) to be taken in the circumstance.

LEGAL ACTION

Legal action affecting your Account(s) include but are not limited to trustee process, writ of attachment, execution, garnishment, mareva orders, federal or state tax withholding order, levy, restraining order, injunction, subpoena, government agency requesting information, search order, forfeiture etc. We may accept and comply with processes relating to a Legal Action served on us via any means. Where disclosure is permissible by law, we may, but are not required to send a notice to you regarding the receipt or action being taken in respect of any Legal Action.

We may also refrain from notifying you if we consider it appropriate under the circumstances.

ELECTRONIC BANKING

You confirm and agree that the following terms and conditions shall govern your electronic banking transactions with us.

DEFINITIONS

"Beneficiary" means the party to whom you are transferring funds pursuant to a Funds Transfer request.

"Beneficiary Bank account" means the Bank at which the Beneficiary shall receive funds.

"Card" means any debit or prepaid card, in any currency, issued by the Bank to you or at your instance, including any renewal, replacement or additional card(s).

"Cardholder" means you or any person who applied for and/or collected and/or uses a Card issued by FirstBank.

"Card Expiration Date" means the last day of the month of expiration printed on the Card.

"Correspondent Bank" or "Intermediary Bank" means any bank that may be involved in the routing of a transfer between FirstBank and a Beneficiary Bank.

"Funds Transfer" means the entire series of transactions, commencing with the request for a transfer by you up until and including the payment to a Beneficiary.

"PIN" means Personal Identification Number.

"Security Details" means any access number(s), password(s), PIN, Token(s), and/or related information, security question(s) and answer(s), account number(s), login information, any other security or access information or item, required or used to access the Service.

"Service(s)" means any card service, funds transfer, electronic or mobile banking service, including but not limited to FirstMobile and FirstOnline, provided by the Bank and accessed or used by a Customer through the internet and/or a phone and/or a computer and/or any other mobile, hand-held or computer device or any other electronic means.

"Token" means a security hardware device or other media (including software) which generates a set of numbers and/or security codes which may be required by a customer to access a Service or authorise a Transaction.

"Transaction(s)" means any card and other electronic transactions which include but is not limited to Internet Banking and Mobile Banking.

CUSTOMER'S RESPONSIBILITIES

- i. You are to ensure that you understand how to properly use the applications and software required for any Service including any upgrade or changes to the Service.
- ii. We will not be liable to you for any losses caused by your failure to properly use your Token, PIN or any device nor any other failure or inability to properly access the Service.
- iii. You are responsible for maintaining the confidentiality, security and integrity of your Security Details. If you request for or agree to be issued a Token or provided a or PIN, you agree to have read, understood and shall be bound by the relevant Customer guide(s) provided by the Bank from time to time (in any form and via any medium the Bank may choose) as well as any applicable Terms and Conditions as shall be determined by the Bank from time to time.
- iv. You certify that the information provided in the course of your Transactions is correct and accurate.





PERSONAL DATA PROCESSING CONSENT FORM

To enable First Bank of Nigeria Limited (“FirstBank”) provide you with its products and services, you hereby fully authorize FirstBank and its affiliates in the FBN Holdings Plc Group to collect, record, use, share, store, process and disclose all information (including Personal Data and Sensitive Personal Data as defined in the Nigeria Data Protection Regulation 2019 and other applicable Data protection laws/regulations) relating to you and your accounts, including, without limitation, any personal data, information obtained from you or from third parties, usage of your account(s), transactions/payments conducted on your account(s), references provided and any other credit information maintained with or obtained by FirstBank and its affiliates in the FBN Holdings Plc Group (including those obtained from credit reference agencies).

You further authorize FirstBank and its affiliates in the FBN Holdings Plc Group to, use your information to manage and administer your account, to share your information with service providers, debt collection agencies, third-party partners, third party intermediaries, statutory, governmental or regulatory bodies, credit reference and fraud prevention agencies and tax authorities.

You acknowledge and agree that any such sharing or transfer of information will be on a confidential basis and according to the provisions of the Nigerian Data Protection Regulation.

For more information on our privacy policy, please visit <https://www.firstbanknigeria.com/home/legal/provacy-policy/>

If you wish to withdraw your consent or have concerns relating to the processing of your personal information, you may do so at any time by notifying us through firstcontact@firstbanknigeria.com. We will respond to your concerns within 30 days of receiving your notice.

You hereby confirm that you have read and understood the content of this consent form. You hereby grant your consent to FirstBank of Nigeria Ltd of 35 Marina, Lagos to process your Information including Personal Data and Sensitive Personal Data.

Name

Signature & Date

