



CONFIDENTIAL

TERMS AND CONDITIONS APPLY

Date: 

D	D	M	M	Y	Y	Y	Y

FUNDS TRANSFER - DIASPORA BANKING

Branch

TRANSFER INSTRUCTION

Kindly use this as an instruction to debit my account.

DEBIT DETAILS (CUSTOMER)

Account Name   
Account Number  Amount (in words) / Instruction

FREQUENCY (FOR STANDING ORDER ONLY)

Daily  Weekly  Monthly  Quarterly  Half Yearly

Start Date: 

D	D	M	M	Y	Y	Y	Y

End Date: 

D	D	M	M	Y	Y	Y	Y

CREDIT DETAILS (BENEFICIARY)

Beneficiary Name   
Account Name   
Account Number   
Beneficiary Bank   
Transaction Details

For my accounts, risk and subjected to the conditions overleaf, I/We hereby confirm that I/We,have read and understood the overleaf terms and conditions of Local Currency Funds Transfer and agree to be bound by same. Kindly debit my/our above account.

Signature

Date: 

D	D	M	M	Y	Y	Y	Y

FOR BANK USE ONLY

Transaction ID

Funds Transfer Officer  Signature

Date: 

D	D	M	M	Y	Y	Y	Y

Authoriser  Signature

Date: 

D	D	M	M	Y	Y	Y	Y

## TERMS AND CONDITIONS

The following Terms and Conditions apply to any request for the transfer of funds (in Nigerian Naira) by a customer from his/her/their account with First Bank of Nigeria Ltd. ("First Bank" or "the Bank")

In these Terms "we", "us" or "our" refers to First Bank and its successors, agents and assigns, while "you", "your" refers to a customer who has made an FT Request.

The party to whom you are transferring funds pursuant to an FT Request is the "Beneficiary." The bank at which the Beneficiary is to receive the funds is the "Beneficiary Bank." Any bank that may be involved in the routing of the transfer between First Bank and the Beneficiary Bank is a "Correspondent Bank" or "Intermediary Bank." The entire series of transactions, commencing with the request for a transfer by a customer up until and including the payment to the Beneficiary shall be referred to as a "Funds Transfer." A customer's instruction to First Bank to pay a sum of money to a beneficiary is referred to herein as a "Funds Transfer Request" or "FT Request".

By signing this at the bottom of these Terms, you agree that you have received, read, understood and agree to be bound by the terms contained herein and our subsequent amendments thereto, as well as the laws, rules, and regulations now existing or which may hereafter be enacted, issued or enforced. If you do not agree with the terms contained herein, DO NOT FILL OR SUBMIT AN FT REQUEST FORM TO THE BANK.

### FT Fees

You hereby authorise First Bank to debit your account for the principal Funds Transfer amount as well as any customary fees and/or other fees determined by First Bank to be applicable for such requests. The charges/fees may be deducted from the FT amount, or may be debited to any of your account(s) with First Bank. First Bank shall have the right to convert funds in any of your account(s) to any other currency for the purpose of paying the applicable fee/charges (where necessary).

All fees charged by First Bank shall be in accordance with First Bank's fee schedule, as it may determine from time to time.

### FT Requests

First Bank shall determine the time-frame for the receipt and processing of FT requests, amendments or cancellations.

### Customer Responsibility

You certify that the information provided in the FT Request form is correct and accurate.

You confirm that you are using the FT 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.

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 First 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.

In the event that the account details of the Beneficiary stipulated on your Funds Transfer request form does not correspond with the intended Beneficiary's details, First Bank shall not be held responsible for effecting the transfer to a beneficiary whose name or account number was stipulated on your request. First Bank shall however not be obliged to process an FT request with such discrepancy. Furthermore, if you submit to First Bank an FT request form which identifies an Intermediary/Correspondent Bank or Beneficiary Bank by both name and more than one identifying number, we may rely on one of the numbers as proper identification even if it identifies a different entity than the named bank. 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 information provided on your FT request form.

### Correspondent Services

In executing any FT request, First Bank may use the services of 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. First Bank shall not be responsible for any charges deducted from the Transferred amount or for any charges incurred by the Beneficiary for the receipt of a wire transfer. These charges shall be borne by you and you agree that same may be deducted from the amount transferred.

First Bank 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.

### Security Procedure

You authorise the Bank to adopt and apply any security procedures the Bank deems fit regarding FT requests, as it may determine from time to time.

### First Bank Responsibility

We reserve the right to reject or decline the processing of an FT request for any reason whatsoever, including:

1. if there are insufficient funds in the designated account, to accommodate the transfer amount and all applicable fees;
11. if the information in your FT transfer request is or appears to be incomplete, and/or unclear.

While we will handle your FT request with reasonable dispatch, you agree that First Bank will not be responsible for any delay, failure or error relating to the execution of your transfer request due to circumstances beyond First Bank's reasonable control including without limitation, any inaccuracy, interruption, delay or failure in transmission, or any inhibitive situation caused by strike, power failures, equipment malfunctions, technological or telecommunication challenges or any act and/or omission of any Intermediary/Correspondent Bank or the Beneficiary bank.

First Bank does 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 an intermediary bank.

### Amending or Cancelling an FT Request

If you request a cancellation of an FT Request, you must notify us in writing within such a time which we determine has provided us sufficient opportunity to consider your request. Any cancellation of an FT request will be made by First Bank on a discretionary and best-effort basis, especially if the funds have already been transferred by First Bank. For the avoidance of doubt, First Bank shall not accept responsibility for any failure to effect an amendment or cancellation of an FT request. In the event that First Bank processes the amendment or cancellation, we do not guarantee the date that your account will be refunded or the date that the amendment shall be effected. The amount that would be returned to you may also be less than the funds you originally transferred because of service charges of the banks involved or fluctuations in exchange rates.

### Foreign Exchange

If you have requested First Bank to debit your Naira account and transfer funds in any currency other than the Naira, First Bank will be required to purchase the transfer currency on your behalf, and you hereby authorise First Bank so-to-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 provided to you in advance of processing your FT request. First Bank assumes 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.

### Disclaimers/Indemnity

First Bank disclaims any liability for any transfer linked with fraud or illegality. Except when caused by the Bank's proven intentional and fraudulent misconduct in the breach of these Terms, we shall not be responsible for any loss, injury or damage, whether direct, indirect, special or consequential, caused by effecting your FT request. You shall indemnify and hold us harmless from all claims, demands, lawsuits, losses, costs, expenses and attorney's fees we suffer or incur because as a result of your FT transaction or your violation of these Terms.

### Amendment to these Terms

We reserve the right to change these Terms and Conditions, including our charges, with or without notice to you.

### General Terms

Non-enforcement or delay in enforcing any right does not prevent the Bank from subsequently enforcing that right against you.

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

You authorise us to exercise a right of set-off at any time we deem fit in respect of any account you may maintain with us in whatever currency to settle any payment due to us.

Your FT request will be subject to the Bank's processes and reviews, which may require the provision of further confirmation or documents from you or other third parties. We reserve the right to accept or reject your FT Request.

Your rights under these Terms are personal to you and cannot be assigned.

These Terms shall be governed by the Laws of the Federal Republic of Nigeria.

I/We hereby confirm that I/We have read and understood the above terms and conditions of Local Currency Funds Transfer Form and agree to be bound by same.



Signature