

FIRST NATIONAL BANK GHANA LIMITED GENERAL TERMS AND CONDITIONS

1. THIS DOCUMENT RECORDS YOUR AND OUR AGREEMENT

- This agreement will apply to you if you are an individual and you have any account with First National Bank Ghana Limited ("the Bank").
- This agreement sets out the general terms & conditions that apply to your and our relationship.
- You can transact on your account or obtain account information using different banking channels. We may also provide you with payment mechanisms such as a cheque book and debit card. From time to time we may also make other services available to account holders. All of the above (banking channels, access mechanisms and services) are subject to their own rules. If you use these products/services these rules will also apply to you. To fully understand your and our rights and duties, you must read this agreement together with those rules.
- If there is a conflict between this agreement and the rules, the rules will apply.
- We can change this agreement and/or any of the rules at any time. We will tell you about any significant (material) changes to this agreement/the rules beforehand. Unless you cancel the agreement in question before the date the change comes into effect, we can assume that you agreed to the change.
- The words "you" or "your" means the account holder/customer and also includes any person the customer allows to operate on his/her account if the context allows for this interpretation.
- The words "us", "our", "we" or "the Bank" only refers to First National Bank Ghana Limited ("the Bank").

2. TERMS AND SCOPE

- The information contained on this page together with any further instructions and conditions that may be prescribed by the Bank from time to time shall constitute the terms of the agreement between the customer and the Bank. When this application form has been signed, it will be deemed to have been accepted as binding on the customer and the Bank representative office or affiliate where the account is held.
- These conditions apply to each account opened under the Account Opening Form or in any other acceptable manner.
- The customer will provide to the Bank all documents and other information reasonably required by it in relation to any Account or Service.

3. THE ACCOUNT

- The Customer shall assume full responsibility for the genuineness, correctness and validity of all endorsements appearing on all cheques, order, bills, notes, negotiable instruments, receipts or other instructions deposited into the account.
- The Bank will not be responsible for any loss of funds deposited with it arising from any future Government order, law, levy, tax, embargo, moratorium, exchange restriction or any other cause beyond its control.
- Your account shall be debited for any service charge that is set by the Bank from time to time.
- All notices or letter well be sent to the physical, postal or electronic address supplied by you and will be considered duly delivered and received at the time it is delivered or seven days after posting.
- The Bank will not be liable for funds handed over to members of its staff other than the Cashiers / Tellers in the Bank's premises with the appropriate deposit slip.
- Any anomaly in the entries on your Bank statements must be brought to the attention of the Bank within 30 days of the date thereof and you agree that failure to give such notice absolves the Bank from all liabilities arising thereof.
- The Bank may exercise its general lien or any similar right it is entitled to including the right to combine and consolidate all or any of the Customer's accounts with the Bank, and the right to set off or transfer any sum or sums standing to the credit of any one or more of such accounts against liabilities in any other account.

4. INSTRUCTIONS

- The Bank may rely on the authority of each person designated (in a form acceptable to the Bank) by the Customer to send Instructions or do any other thing until the Bank has received written notice or other notice acceptable to it of any change from a duly authorized person and the Bank has had a reasonable time to act (after which time it may rely on the change).
- The Bank is not responsible for errors or omissions made by the Customer or the duplication of any Instruction by the Customer and may act on any Instruction by reference to an account number only, even if an account name is provided. The Bank may act on an instruction if it reasonably believes it contains sufficient information.
- The Bank may decide not to act on an Instruction where it reasonably doubts its contents, authorization or origination and will promptly notify the Customer (by telephone if appropriate) of its decision.
- If the Customer informs the Bank that it wishes to recall, cancel or amend an Instruction, the Bank will use its reasonable efforts to comply.
- If the Bank acts on any Instruction sent by any means requiring manual intervention (such as telephone, telex, telefax, electronic mail or disks sent by messenger) then, the Customer will be responsible for any loss the Bank may incur in connection with that Instruction.

5. FEES AND CHARGES

- In return for providing you with banking products and services you agree to pay our fees and charges as set out in the rules and/or the Bank latest Pricing Guide. (A copy is available on www.firstnationalbank.com.gh or from any First National Bank branch.)
- Unless we say otherwise all fees and charges are non-refundable.
- We may change our fees/charges from time to time. We will advise you of this by giving you notice of the changes within a reasonable time before the increase/decrease takes effect.

6. STATEMENTS AND ADVICES

- Statements and Advices can be delivered to the Customer either physically, by post or electronically (e-Statements or e-Alerts).
- Where requested, the Bank may provide electronic Statements or SMS-Alerts or other similar service to provide information on transactions. The service is provided 'as available' and without any warranty of fitness for a specific purpose.
- We do not warrant that this service will always be uninterrupted, or that any information provided is accurate and current as at the time it is received.
- The Bank disclaims responsibility for the service provided by any network provider.
- Irrespective of the channel used to deliver the statement or advice, the Customer will notify the Bank in writing of anything incorrect in a statement or advice promptly and in any case within thirty (30) days from the date on which the statement or advice is sent to the customer.

7. FORCE MAJEURE

- Neither the Customer nor the Bank will be responsible for any failure to perform any of its obligations with respect to any Account if such performance would result in it being in breach of any law, regulation or other requirement of any government or other authority in accordance with

which it is required to act or if its performance is prevented, hindered or delayed by a Force Majeure Event; in such case its obligations will be suspended, for so long as the force Majeure Event continues (and, in the case of the Bank, no other representative office or affiliate shall become liable). "Force Majeure Event" means any event due to any cause beyond the reasonable control of the relevant party, such as restrictions on convertibility or transferability, requisition, involuntary transfers, unavailability of any system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government.

8. SHARING OF INFORMATION

- The Bank will treat information relating to the Customer as confidential, but (unless consent is prohibited by law) the Customer consents to the transfer and disclosure by the Bank of any information relating to the Customer to and between the representative offices, affiliates and agents of the Bank and third parties selected by any of them, whenever situated, for confidential use (including in connection with the provision of any Service and for data processing, statistical and risk analysis purposes).
- The Bank and any representative office, affiliate, agent or third party may transfer and disclose any such information as required by any law, court, regulator or legal process.

9. ELECTRONIC MONITORING OR RECORDING

- The Customer and the Bank consent to telephonic or electronic monitoring or recording for security and quality of service purposes and agree that either may produce telephonic recording or computer records as evidence in any proceedings brought in connection with these conditions or any local conditions.

10. JURISDICTION

- In relation to any account these conditions governed by the laws of Ghana and by the laws of the Bank's Group Members to the extent consistent with the laws of Ghana.

11. HOW WE TREAT YOUR PERSONAL INFORMATION

- We will treat your personal information as confidential and take all reasonable steps to protect your personal information. We will only disclose your personal information if:
 - the law requires us to do so;
 - it is in the public interest to do so;
 - our interests require disclosure; or
 - you have given us your consent.
- In order to consider your application for any First National Bank products or services or maintain a relationship with you, you agree that we may - as part of our checking and account maintenance processes - do the following:
 - get certain of your personal information from any other party (e.g. a credit bureau or a government agency);
 - disclose some of your personal information to these parties in order to get the information we need. If we do this we will never disclose more information than we need to.

12. ADDRESS FOR SENDING CORRESPONDENCE AND LEGAL NOTICES

- We may communicate with you using any means (electronically, fax, paper).
- We will send any communications (including statements) to the last email address, telephone; cellphone or fax number we have on record for you or that is known. We may also communicate with you using our website, our banking channels (online, cellphone, ATM or our branches) or by means of a publication/advertisement in the media.
- We will serve legal notices and summonses at the last street address we have on record for you. You choose this address as your domicilium address for serving legal notices and summonses.
- You must send any legal notices or summonses to the following address, which we choose as our domicilium: ACCRA FINANCIAL CENTRE – 6th Floor, Intersection of Independence Avenue and Liberia Road, Asylum Down, Accra, Ghana.
- You must immediately tell us if any of your addresses, phone or fax numbers change.
- You can do this by contacting us, visiting any First National Bank Branch or by writing to us using the telephone number or address we have advised for this purpose. (If you change your street address, you must provide proof of your new address.) It may take up to 7 (seven) days for the change to be recorded on our systems.
- So we can maintain and update your records you agree that we may obtain your addresses and contact numbers from other companies in the FirstRand Limited Group. We will only use this information as per 4 above.
- Any correspondence we send to you by:
 - post, will be considered to have been received by you within 14 days from the date on which we posted it;
 - by fax, email or SMS, will be considered to have been received by you on the day it was sent, or in the case of a Saturday, Sunday or public holiday, on the next business day.
- Any notices or correspondence we post on our website, our ATM network, our branches or in the media will be considered to have been received by you on the date it was published.

13. AUTHORISED USERS

- If you complete the necessary bank form, we will allow another person to use your account.
- You will be liable for all debts incurred by such authorised users including our fees and charges, any overdrawn amounts plus interest on those amounts. You will be liable for any actions and omissions on the part of the authorised user.
- You understand the risks involved in giving another person access to the account and have considered the restrictions that should apply.
- You must provide correct and up to date information about the authorised users on your account/s and you alone are responsible for deciding and checking what rights must be given to authorised users.
- You can cancel your authority at any time by completing the required bank forms. You will be liable for all transactions made before the authority was cancelled, including future dated payments and cheques.
- The authority given to any authorised users comes to an end when you terminate the authority or where the law provides, such as on your death or if you become legally incompetent.
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14. FOREIGN ACCOUNT TAX COMPLIANCE ACT

- ❖ The Customer hereby certifies that, unless otherwise disclosed to the Bank in writing, the Customer:
 - does not have citizenship in the United States of America;
 - is not tax resident in the United States of America;
 - is not a national of the United States of America;
 - was not born in the United States of America;

- has no mailing or residential address in the United States of America;
 - does not have an "In-care-of" or "hold mail" address in the United States of America;
 - does not hold a passport from the United States of America
 - has not provided any standing instructions to transfer funds to an account maintained in the United States of America;
 - has not granted a power of attorney and/or mandate to any American person or person with an address in the United States of America;
 - has no telephone contact number in the United States of America.
- ❖ The Customer will advise the Bank promptly in writing should any of the above change. I hereby certify all of the above.

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- ❖ If the Customer cannot certify any of the above, then please specify the details of the relevant person in the space provided below:

15. Sanctions Clause:

The Bank endeavours to stop or prevent any criminal activities including money laundering and terrorist financing. Because of this the Bank can do any of the following things if it considers it necessary to do so, and or if Ghanaian and international laws, rules, regulations, restrictions and policies ("the laws") require it to do so:

- The Bank may verify (check and confirm) the identity of any customer and entity as well as that of any persons related to or acting on behalf of or involved with such customers or entities. This includes, but is not limited to, mandated persons, directors, signatories, shareholders and related entities. The Bank will do this at the start of the business relationship and as often as it or the law considers necessary thereafter.
- The Bank can refuse to do business with any person or entity that it considers undesirable.
- The Bank will not willingly and knowingly do business with any person that appears on any sanction list as prescribed by legislation or used by it in the management of its risk or that is linked to any person that appears on such sanction list, or linked to any restricted countries or the government agencies of such restricted countries as determined from time to time.
- The Bank can end its relationship with a customer.
- The Bank can monitor any transactions and instructions.
- The Bank can request further information before acting on any instruction or transaction. The Bank can verify any transaction or instruction or recipient before processing it. This may result in a delay in the Bank carrying out the instruction.
- The Bank can refuse to carry out any instruction or transaction.
- The Bank can place a hold on any account or facility.
- You agree to assist the Bank to comply with the laws by providing the Bank with all the information and documents it requires. If you fail to do so or provide false information the Bank can refuse to enter into a relationship with you, refuse to carry out an instruction or process an instruction and can also end its relationship with you.
- The Bank will not be legally responsible to you, or any person, or customer for any loss or damage, you or they suffer if it does any of the things mentioned above, or anything else necessary to comply with the laws.

16. GENERAL

- You must tell us immediately if you are placed under an administration order or sequestrated.
- If your estate is provisionally or finally sequestrated or if you pass away, or become legally incompetent, the full amount you owe us will become due and payable and access to the funds in your account will be restricted.
- If we need to take legal action against you, one of our managers (who does not need to prove his appointment) will produce a certificate to the court, recording the amount you owe us. If you disagree with this certificate, you will have to prove that it is incorrect.
- In the case of fraud, suspected fraud, or where the law compels us, we can freeze or close your account and/or stop a service without notice to you.
- If there is a dispute about any matter or record, our records (certified as correct by any First National Bank manager whose authority need not be proved) will serve as proof unless you can prove the contrary.
- Unless we agree to this, you may not cede or pledge any of your rights or delegate any of your duties under your and our agreement.
- While we may give you extra time to comply with your obligations or decide not to exercise some of our rights, you must not assume that this means that our agreement with you has been changed or that it no longer applies to you. We can still insist on the strict application of any or all of our rights at a later stage.
- Each and every clause of the agreement and rules is severable from the others and the invalidity of one or more of the clauses will not affect the remainder of the agreement/rules, which will remain in full force and effect.
- The headings in clauses in our agreement and rules are included for reference only and must not be used to interpret the agreement or rules.
- Unless it is clear from the context, in the rules and this agreement the singular includes the plural and vice versa.
- The words "including or include" must be read as "including, without limitation".
- For purposes of interpreting the agreement or any rules any reference to First National Bank includes its successors and assigns, and any of its officers, agents, staff and authorised representatives acting on its authority.
- We may terminate this agreement at any time by giving you reasonable notice of termination.
- We can change the terms and conditions that apply to you, the way you access your accounts, any services we provide. We can also add new rules, products or stop existing products at any time. We will only notify you of material changes and unless you cancel this agreement before the date on which the changes take effect, you will be bound to them.
- No amendment to this agreement or any rules and no waiver of any of our rights will be of any force unless it is recorded in writing and signed or issued by our authorised representatives.
- To the extent that we are permitted by law, we have the right, without notice to you, to combine any or all accounts that you may have with us and to set off any amount that you owe us against any amount that we hold to your credit for whatever reason. However, we reserve the right to combine only some of your accounts and then we will be entitled to claim from you any amount in respect of an account that has not been combined.
- In addition to this agreement you will continue to be bound by any tacit agreement between you and us relating to any account, the common law and by the present-day customs, procedures, practices and usage existing among bankers.
- Unless we say otherwise Ghana law will govern our relationship, the terms and conditions and rules without giving effect to any conflict of law provisions.