## GENERAL RULES FOR FIRST NATIONAL BANK GHANA TRANSACTIONAL BANK ACCOUNTS

In addition to the specific account rules the following rules apply to the named First National Bank Personal Bank Accounts\* ("accounts"). If you hold any of these accounts these rules will apply to you. These rules also apply to any person you authorise to operate the account. These rules apply in addition to the First National Bank General Terms & Conditions, which are available on www.firstnationalbank.com.gh.

#### 1. PAYMENT INSTRUCTIONS MUST NOT EXCEED AVAILABLE FUNDS IN YOUR ACCOUNT

We are not obliged to pay any cheques or process any payment instructions (such as standing orders or scheduled payments to another person on a future date - once off or regularly) if this will cause you to exceed the available balance in your account. "Available balance" means, if applicable, an account's credit ledger balance plus any unused portion of a marked overdraft facility (where applicable) less the value of un-cleared cheque deposits and funds reserved for other purposes. We can however at our discretion process these payments. In such case you must pay us back the full amount we paid plus interest and charges. You must contact us and arrange for a temporary overdraft, before you instruct us to process a payment that will exceed the available balance in your account.

## 2. TURNAROUND TIMES AND ERRORS ON PAYMENTS

The payment process is immediate (for an electronic funds transfer) payment to reach the beneficiarry's account. Certain beneficiaries may have special processing requirements that may delay the payment process. We are not liable for any loss or damage because of any errors or omissions you made when creating or sending payment instructions. We do not verify the bank account details or identity of beneficiaries. We are not responsible for any loss or damage because of system, technical or manual failures outside of our control.

### 3. CANCELLING OR REVERSING TRANSACTIONS

We will not reverse any payment instruction after it has been processed. We may (if possible) attempt to reverse an instruction, provided the recipient account is held with First National Bank Ghana Limited ("the Bank") and the recipient also gives us its explicit consent to reverse the transaction. Certain instructions cannot be reversed or cancelled once they are submitted. This includes pre-paid purchases. If the beneficiary has an account with another bank or financial institution, our role is only to pass on your instruction. We will not be liable for any act or omission on the part of such bank/institution. We will not accept an instruction to stop the payment of a validly drawn instrument after it is paid.

#### 4. CHEQUE DEPOSITS

If an instrument (such as a cheque) is deposited into your account, we will credit your account immediately. However, the funds will only be available as cash when the instrument has been honoured. If you withdraw these funds before the instrument is cleared, you do so at your own risk. If the Instrument is dishonoured/not paid, we will debit your account with the amount of the unpaid or dishonoured instrument and may charge you a fee. We will send the instrument back to you at your own risk. We are not responsible for errors resulting from incorrect information provided by you or on your behalf. We do not check that you are legally entitled to the proceeds of any instrument deposited into your account. You agree that we may clear cheques through any clearing system used by clearing banks.

#### 5. INTEREST

Unless you have made prior arrangements with us, we may charge you interest if your account exceeds the available balance of your account. Interest rates are quoted on an annual basis and are calculated on the account's daily ledger balance. The rate of interest can change daily at our discretion without prior notice.

If the date for paying interest falls on a Sunday or a public holiday, interest will be paid on the next business day.

## 6. TERMINATION

We have the right to cancel this agreement and close your account at any time after giving you reasonable notice of this.

You can cancel this agreement by giving us notice in writing.

On termination:

- The full amount you owe us with respect to all transactions remains payable, subject to any arrangements in place in respect of the account.
- You must return any cheque books or debit cards we issued to you.
- You may not withdraw funds from your account until all outstanding transactions have been processed.
- To cover what you may owe us after termination you agree that we can retain sufficient funds in the account.

# 7. DORMANT (INACTIVE) ACCOUNTS

If your account is not used for more than one year we may close it. If the credit balance on your account falls below the amount as advised by us from time to time we will not notify you before we close your account. From the time the account is closed no interest will be earned on any credit balance. If any funds in the account are not claimed by the time we close the account, and the funds remain untouched and unclaimed for ten years or more and you have not responded within six months to a letter from the Bank concerning the dormant deposit or money, the Bank will transfer dormant funds to the Central Bank (Bank of Ghana) to be dealt with as may be decided by the Central Bank.

## 8. RULES THAT APPLY TO CHEQUES

We may pay all cheques, promissory notes, bills of exchange or other negotiable instruments ("instruments") that appear to have been drawn, made or accepted and signed by you. We are not required to pay cheques in certain circumstances, including when the cheque is post-dated, stale, is not properly drawn, or if it does not appear regular or genuine, or appears to have been altered without the necessary signatures. Payment of an instrument may be delayed to give us time to check the signature on the instrument and the identity of the person or entity to whom the instrument is made out. You must make special arrangements if you want to speed up the processing time. You must take reasonable care when writing out instruments. This includes taking precautions to prevent instruments from being stolen or altered. You must immediately report any theft or loss of cheques (blank and used) to us to request us to stop payment of the lost or stolen cheque.

You must use alternative methods of payment for amounts that exceed this maximum amount. Your use and our processing of these cheques are governed by the relevant legislation, the common law, CHR and the terms and conditions printed on the chequebook cover and each individual cheque, along with this agreement. You warrant that you understand the requirements regarding cheques and that you will act responsibly.