CONFIDENTIAL





FIRSTINSTANT SAVINGS ACCOUNT

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TERMS AND CONDITIONS

These Terms and Conditions shall govern the relationship between First Bank of Nigeria Limited and a customer in respect of a First Instant Savings Account. In these Terms, "First Bank" or "the Bank" or "us", "we" shall be used to in reference to First Bank of Nigeria Limited while "Customer" or "you" or 'your' shall be used in reference to the customer.

RELATED TERMS AND CONDITIONS

This is an abridged version. To read the full version of the Bank's Account Opening terms and Conditions which shall be updated by the Bank from time to time, please visit our website at www.firstbanknigeria.com. Where relevant, the full version shall take precedence over these Terms in the event of any conflicting

If the Bank permits your access to Internet and/or Mobile Banking, the Bank's applicable Terms and Conditions for these services shall also be binding on you. 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 the Bank as well as any terms, conditions, rules, regulations or agreements relating to any products or services provided by the Bank.

By signing this Account Opening form and or accepting these Terms and Conditions, the Customer confirms having read the full version of these Terms, and having had the opportunity of obtaining legal, financial and other professional advice of the Customer's choice, the Customer fully understands the nature of the obligations undertaken, and has accepted these Terms voluntarily.

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

AUTHORISATION

The Bank is hereby authorized to open an Account(s) for the Customer upon the Customer's satisfaction of the Bank's requirements, and to further provide the Customer with such banking and related financial services as it may deem fit, from time to time. The Bank reserves the right not to open an Account or provide a service to a Customer for any reason without the obligation to give reasons.

The Bank is authorized to carry out any due diligence activity considered necessary at any time, for the opening and/or operation of an Account. The Customer shall provide any document and/or information required by the Bank from time to time in relation to an account or any transaction. Pending receipt of satisfactory documents or information from a Customer and/or pending the conclusion of any due diligence activity by or on behalf of the Bank and/or in the event of the Bank's determination that any due diligence findings are inconclusive or unsatisfactory, the Bank may close the Account or at any time freeze or otherwise restrict transactions on the Customer's Account for such time it considers appropriate.

In addition to legal and regulatory compliance by the Bank, the Bank is hereby authorized to apply its internal policies and rules for the operation of an Account as it may so-determine from time to time, including policies relating to domancy and restrictions on the Account

ACCOUNT TYPE AND BANKING PRODUCTS
The Customer confirms receipt of sufficient information and is satisfied with the nature and features of the Account and related banking products. The Customer is aware that the services that can be accessed through the Account are restricted, ranging from restrictions on transaction thresholds, Electronic Services; restrictions on funds transfers etc. The Customer confirms that the Bank may make any amendment to the

features of the Account or products as it may deem fit without a requirement of prior notification to the Customer. features of the Account or products as it may deem fit without a requirement of prior notification to the Customer.

With respect to any account, product or service offered by the Bank, the Bank does not give any assurance, guarantee or warranty of any kind, implied, express or statutory, including but not limited to any warranties of merchantability, satisfactory quality or fitness for any particular purpose, non-infringement of third party rights, title, accuracy, adequacy, reliability or timeliness of the delivery.

DEPOSITS

The Bank shall not accept, and is 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 the Bank's staff or at any place and/or in any manner outside the Bank's acceptable means of accepting deposits. Bank also disclaims lability for any funds transfer or any other transaction request purportedly consummated with a staff or a purported staff of the Bank in any manner outside the Bank's acceptable means of consummating such

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

WITHDRAWALS/PAYMENT INSTRUCTIONS
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 transfer or debit instruction if the Customer's account is not sufficiently funded to accommodate the value of the instruction and incidental charges. Upon the Bank's suspicion of fraud, impropriety or encumbrance of the funds in a Customer's account or under any other circumstance in which the Bank considers necessary or pruedent to so-act, with or without notice to the Customer and without any responsibility or lability whatsoever, refuse to honour any debit instruction. If the Bank honours any instruction on an Account which results into a debit position, the Customer hereby confirms that any such instruction constitutes a request for an overdraft facility, the grant of which the Customer hereby authorizes. The overdraft shall be payable on demand, and subject to the terms and conditions applicable by the Bank for overdraft facilities at the material time.

INSTRUCTIONS VIA ALTERNATIVE MEANS

INSTRUCTIONS VIA LITERNATIVE MEANS
The Bank may, in its sole discretion and upon such terms that it deems fit, accept instructions from a Customer or Authorised Signatory(ies) by email, telephone, facsimile, scanned documents attached to email, text messages or any other means—with or without the necessity of the said Instruction complying with any particular or existing mandate/authority/instruction on an Account ('Instructions via Other Means'). The Bank 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. The Customer is fully aware and exclusively assumes all the risks associated with Instructions via Other Means.

CHARGES, FEES, COSTS AND TAXES
The Customer assumes full responsibility for, and further authorizes the Bank to debit the Customer's 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 the Bank in relation to the opening, closing and operation of an Account as well as any other transactions or dealings involving the Customer and the Bank, notwithstanding that the Customer's Account may be dormant, overdrawn or that the debit may lead to an overdrawn position on the Account.



ACCOUNT No. (for official use only)

STATEMENTS OF ACCOUNT

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Statement(s) of Account, in such form as the Bank deems appropriate may be sent to the Customer on such periodic basis as the Bank may determine to any physical address, email address or other location (actual or virtual) the address/details of which may be in the Bank's record). The Customer shall report any omission, error, anomaly, inaccuracies or matter of concern in a Statement of Account to the Bank within 14 days from the date of the Statement of Account, failing which the Statement of Account shall be deemed to be binding on the Customer, with no responsibility or inability on the part of the Bank Without prejudice to the responsibility of the Customer in the preceding sentence, and notwithstanding anything contained in these terms or any other document, the Bank may alter the entries which had reflected in a Statement of Account at any time to correct any error therein or for any other reason in good faith.

ALERTS.

ALERIS
The Bank is hereby authorized to, at its sole discretion or upon a request by a Customer, send notification(s), alerts or information to a customer in respect of a debit and/or credit and/or any other transaction(s) on the Customer's 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 the Bank may deem fit ("Alerts"), at a fee prescribed by the Bank from time to time.

Alerts may be delayed, prevented or affected by various factors which are not in the direct or sole control the Bank and further accepts that the Bank does not guarantee the delivery, timeliness or accuracy of an Alero content thereof. Alerts are provided for convenience only, and it is the Customer's responsibility to unother means of obtaining formal information on an Account.

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

RIGHTS OF APPROPRIATION, DEBIT, SET-OFF AND/OR CONSOLIDATION OF ACCOUNTS in respect of any debt, obligation or liability owed by the Customer to the Bank or any member of the 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'), the Bank shall be entitled at any time and without notice to you, to perform any or all of the following. a) appropriate, set-off or debt 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 Accounts', b) combine or consolidate all or any of your Accounts hindling the Affected Account(s), Crietain 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, howseever 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 which is earmarked until the Obligations are discharged in full, Timake 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

The Customer hereby authorizes the Bank and any other persons who has access to the Customer's information through the Bank to disclose any information relating to the Customer, any Account, Transactions as well as any related matter, where it so - considers 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

The Bank may send any notices, advices or other communications to Customers by hand, by mail to, or by leaving them at any address(es) known or reasonably believed to be the Customer's; or through electronic means or any other media selected by the Bank. Such notices, advices or other communications will be deemed to have been received by the intended recipent 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 press (eg radio, television, newspaper publications etc.), notification in/at the Bank's locations (eg. posters, fliers, signages etc.), notifications on ATMs; notifications, notification in/at the Bank's locations (eg. posters, fliers, signages etc.), notifications on ATMs; notifications on Security and the superior of the properties of the security of t

The Customer shall bear all risks of communications made by the Customer to the Bank and vice versa. The Bank is 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 lost and/or fail communication.

ASSIGNMENT AID IMMERTER.

The Bank may assign, transfer and/or novate any or all of its rights and/or obligations under these Terms or in relation to any Account or service to any person at any time, without any obligation on the part of the Bank or any transferee or assignee to give any notice to, or seek any prior consent from the Customer or any person.

The Customer is not entitled to assign any of its rights/obligations or transfer or novate any of its rights or

CLOSURE OF ACCOUNT

A Customer 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.

The Bank may close any Account without giving any reason by 5 days' notice to the Customer; or, where it deems it fit, immediately upon issuing a notice to the Customer. If an Account is closed where the Customer has any outstanding obligations whatsoever (whether arising before or after the closure of the Account), the sum or and other obligation outstanding including interest and applicable charges and fees shall continue to accrue and remain owing to the Bank until the Bank receives and acknowledges satisfactory discharge of all obligations of the Customer for the Bank. Customer to the Bank.

The Customer shall take steps to collect any balance amount in the Account, if any, and until collected, the Bank reserves the right to keep such amounts without any interest being payable thereon. To the farthest extent possible, all obligations of the Customer under these terms and Conditions shall remain binding on a Customer notwithstanding the closure of an Account. Relatedly,

DEATH OR LEGAL INCAPACITY

LEGAL ACTION

Legal action affecting the Customer's Account(s) includes but is 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. The Bank may accept and comply with processes relating to a Legal Action served on the Bank va any means. Where accounts being the plan, the Bank may but is not required to send a notice to the customer regarding the receipt or action being taken in respect of any Legal Action. The Bank may also refrain from notifying the Customer if it considers it appropriate under the circumstances.

LIMITATION OF LIABILITY & INDEMNITY

LIMITATION OF LIABILITY & INDEMNITY
The Bank is hereby absolved, and shall be free and held harmless from any responsibility to the Customer or any
third party for any loss, damage, liability, cost, expense, inconvenience, economic loss, loss of revenue or busines
opportunities, lost profit, loss of anticipated savings or business, loss of data, loss of goodwild or any other adverse
consequence or analogous event whatsoever, suffered or incurred (whether direct, indirect, incidental, specific
consequental, punitive or of whatsoever nature) arising from a force majeure event and/or any act or omission of

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, 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 termination of the Account.

GENERAL TERMS
a. 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 of the Bank to the Customer shall cease upon such termination.

b. 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 have executed the Account opening documents and/or accepted these Terms hereby accept independent personal liability(ies) on the same terms herein contained.

c. The Bank reserves the right to add to or vary any of these Terms and Conditions at any time with or without notification to the Customer.

d. Except in the event of manifest error accepted by the Bank, any certification or determination by the Bank of any matter involving an Account or in respect of a transaction will be conclusive.

The Bank may at any time implement any security measure it deems necessary in respect of a Customer, an Account and any transaction.

f. The Bank may use the services of any bank or agent it deems 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.

g. The Bank, where it deems it necessary in its absolute discretion, may at any time suspend any service in relation to an Account (fully or partially, temporarily or permanently). The Bank also reserves the right to freeze and/or otherwise restrict account activity for such duration as the Bank shall deem fit and/or until the Bank is provided with such information or document that it considers necessary for the resumption of the services.

h. If at any time, any of the provisions in these Term 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 ansing pursuant to these Iterms shall be subject to the non-exclusive jurisdiction of the Nigerian Courts. Where there is any dispute pending

	y court before the Bank exercises its option for arbitration, the existing litigation will be transferred, and mined by arbitration.
JURAT (This should be adopted where the applicant in not literate or is blind and t	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 au	udibly read over and explained to me by an Interpreter
MARK OF CUSTOMER / THUMBPRINT MAGISTR	RATE / COMMISSIONER FOR OATHS
Date of Birth	Phone Number of Interpreter
Name of Interpreter	
Address of Interpreter	
Language of Interpretion	
DECLARATION	
I hereby apply for the opening of an account with First Bank of Nigeria Limited. I have read and un services that I have requested including but not limited to Debit Cards / Credit Cards/ Internet Ba	· · · · · · · · · · · · · · · · · · ·
I accept and agree to be bound by terms and condition including those excluding / limiting the bapplicable from time to time. I hereby declare that the information given above is true and correct	
Signature of Associat Holder	Date D M M Y Y Y Y
Signature of Account Holder Affix postage stamp here and	sign accross

REQUIREMENTS CHECKLIST	ACCOUNT No. (for official use only) (FOR OFFICIAL USE ONLY)
S/N DOCUMENTS REQUIRED	CHECKED DEFERRE
Duly completed Account opening	
2. Specimen signature card duly co	mpleted
3. Two (2) recent passport photog	raphs
For Official Use Onl y	
Is the Applicant a Politically Exposed Perso	on Yes No
DOCUMENTATION CHECKED BY: CSO's	
NAME	
STAFF NUMBER	SIGNATURE DATE DATE DATE
DEFERRAL OF DOCUMENT (IF ANY) AUT	THORISED BY:
NAME	
STAFF NUMBER	SIGNATURE DATE DD M M Y Y Y Y
ACCOUNT OPENING AUTHORISED BY:	
NAME	
STAFF NUMBER	SIGNATURE DATE D M M Y Y Y Y
MIS CODES IN FINACLE	
MIS CODES	DESCRIPTION
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FREECODES 7	
FREECODES 8	
FREECODES 9	
FREECODES 9 FREECODES 10	
FREECODES 9 FREECODES 10	
	RM/HCFD/BSM
FREECODES 10	RM/HCFD/BSM