

FIRST CITY MONUMENT BANK PLC

A MEMBER OF FIRST CITY GROUP

FCMB

RC: No. 46713



FCMB Global Fixed Deposit Account Application Form

My Bank and i

FCMB GLOBAL FIXED DEPOSIT ACCOUNT APPLICATION FORM

Dear Sir,

Kindly open a Global Fixed Deposit Account in my/our name with First City Monument Bank Plc (FCMB), Nigeria.

By opening the account, I/We agree to be bound by the terms and conditions governing the operations of the account. I/We also agree to be bound by the terms and conditions governing the assessment of your services via electronic or non-branch channels:

My/Our personal details are as follows:
(PRINCIPAL ACCOUNT HOLDER - PLEASE COMPLETE ALL SECTIONS IN CAPITAL LETTERS)

Title: Mr. Miss. Mrs. Chief. Dr. Others, please specify

Last Name (Surname):

Middle Name:

First Name:

Mother's Maiden Name:

Test Question:

Answer:

Date of Birth: (DD/MM/YYYY) / / Nationality:

Occupation/Business:

Source of Income:

Business/Office Address:

Business/Office Phone 1 2

Residential Address
City/State: /

Postal/Zip Code: Country

Mobile Phone 1:

Home Phone:

e-Mail Address:

Next of Kin:

GFD ACCOUNT

CURRENCY TYPE (Please tick as appropriate)
 USD(\$) GBP(£) EUR(€)

CHANNEL
 Internet Banking Access

FOR OFFICE USE ONLY

Account Officer Code:

Broker Code:

ID Type:
(International Passport Preferred)

P/Port No:

Issue Date: / /

Expiry Date: / /

Account Documentation Checklist:
(Y = Yes; N = No; X = Not Applicable)

Valid Proof of Identification
(Preference for International Passport)

Proof of Source of Funds - (Optional details of Primary Acct for Telegraphic Transfer is provided)

Valid Proof of Residential Address
(Recent Utility Bill - within three months)

Passport Photographs (Two Copies)

Residence/Work Permit

Duly Endorsed Indemnity Form

Approval Code

CSM Signature **CSM staff #**

(JOINT ACCOUNT HOLDER - PLEASE COMPLETE ALL SECTIONS IN CAPITAL LETTERS)

Names:

Contact Address:

Contact Phone: Mobile:

e-Mail Address:

I/We hereby certify that the information given above is correct, and that we have read, understood and agreed with the terms and conditions governing the Global Fixed Deposit Account selected above.

<p>Principal Account Holder' Signature</p>	<p>Please Affix your Passport Photograph Here</p> <p>Principal Account Holder</p>	<p>Joint Account Holder's Signature</p>	<p>Please Affix your Passport Photograph Here</p> <p>Joint Account Holder</p>
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ACCOUNT OPENING AGREEMENT

I/We confirm and agree that my/our Global Fixed Deposit (GFD) account and all banking transactions between me/us ("the Customer", or "I" or "me" or "us" or "we") and First City Monument Bank Plc ("the Bank") shall be governed by the conditions specified below and/or the terms of any specific agreement between me/us and the Bank or where not regulated by either the conditions or such agreement, by customary banking practices in Nigeria:

1. The Bank will not establish or operate the requested account unless and until it has received the required supporting documents for the account, a list of which has been provided to us and is included with this application form.
2. The Bank is hereby authorized to undertake all "Know Your Customer" (KYC) procedures specified by applicable law and/or regulations and/or Bank policies including the confirmation of our details and legal status at the appropriate government registry.
3. The Bank may, without prior notice, impose or change the minimum balance requirements for my/our account or alter the applicable interest rate(s) or the charges relating to such account(s) or any of them.
4. The Bank is authorized, where the balance standing to the credit of my/our account(s) is below the required minimum balance, to either amend the rate(s) of interest payable or close the account(s).
5. The Bank is authorized to transfer money from my/our deposit account maintain to any other account(s) maintained with the Bank whose balance is below the required minimum.
6. The Bank shall, in addition to any right of set-off or similar right prescribed by law, be entitled, without notice, to combine and consolidate all or any of my/our or accounts with the Bank and/or to set off any amount owed by me/us or either of us to the Bank against any money which the Bank may hold for my/our account whether held on current or deposit account or otherwise and whether in Naira or any other currency (hereinafter referred to as "foreign currency").
7. The Bank shall be entitled to retain and not repay any amount whatsoever that it owes to me/us or which it holds on my/our behalf and whether, such amount is in Naira or foreign currency unless and until all amounts owed by me/us to the Bank have been repaid or discharged in full and, for so long as such amounts have not been discharged or repaid in full, the Bank shall be entitled to appropriate any amount so owed to me/us or held on my/our behalf in or towards the payment and discharge of the amounts owed by me/us or either of us to the Bank.
8. When effecting any set-off the bank shall be entitled at its absolute discretion, upon notice to us to convert any Naira or foreign currency into the currency in which the amount owed was incurred at the applicable official exchange rate for the currencies in question prevailing in Nigeria at the time of such conversion.
9. I/We shall be responsible for all costs expenses and liabilities arising from the purchase, retention and sale of investments made on our behalf by the Bank which include but are not limited to all taxes statutory fees, duties and levies.
10. The Bank is hereby authorized, in the absence of any written instruction to the contrary, to place my/our funds in any appropriate investment (which for the purpose of this clause shall include but not be limited to investments in Fixed Deposits or Commercial Papers whether guaranteed by the Bank or otherwise) or on deposit and to renew/reinvest at maturity any investments or deposit made in my/our name(s) on the same terms and conditions that applied to such investment/deposit immediately prior to its maturity or on such other terms and conditions as the bank may, in its absolute discretion, consider appropriate under the circumstances.
11. The Bank may, unless otherwise instructed by me/us, retain on my/our behalf, on a safe custody basis, any investment instruments issued in respect of an investment made on my/our behalf and unless otherwise specifically agreed. I/we will not have recourse to the Bank for the value or worth of such investments.
12. Where the Bank, in the absence of any previous agreement as to rate of interest and costs and charges that will apply if my/our accounts or any of them becomes overdrawn, in its absolute discretion allows us to make any drawing that results in my/our account(s) or any of them becoming overdrawn, the Bank shall be entitled to charge such rate of interest and impose such charges as, in its absolute discretion, it considers appropriate in the circumstances and I/we agree to pay such interest and charges to the Bank on demand.
13. I/we agree that where I/we give any instruction for a payment/remittance or payments that in aggregate exceed(s) the amounts standing to the credit of my/our account(s) against which payment is to be made, the Bank reserves the right to decline to carry out such instruction or where there is more than one transaction, to select the transactions that shall be executed without reference to the date of dispatch or Time or receipt of my/our instructions.
14. Where I/we maintain a credit account with the Bank in any foreign currency, the credit balance of such account may be held by the Bank with any bank or financial institution it considers first rate located in any country in which such foreign currency is legal tender. Such credit balance will accordingly be subject to all laws and applicable regulations in Nigeria and in the country in which such credit balance is held.
15. No failure or delay in exercising any right power or privilege vested in the Bank by these conditions shall operate as a waiver thereof nor shall any partial exercise of such right power or privilege preclude any other or further exercise thereof.
16. If any of the Conditions or the provisions specified herein are invalid, illegal or unenforceable in any respect under the law the validity legality and enforceability of the remaining conditions and/or provisions contained herein shall not in any manner be affected or impaired thereby.
17. Commission and charges shall be levied in accordance with the Bank's standard

19. Any communication by the Bank shall be deemed to have been made as soon as it is sent to the most recent address provided by me/us and the date indicated on the duplicate copy of such letter or on the Bank's mailing list will constitute the date on which the communication was sent. Any statement or confirmation of any transaction between me/us or either of us and Bank shall be deemed to have been examined by Me/us and to be conclusive and binding unless within 10 working days from the date specified on such statement/confirmation, I/we or either of us advise the bank in writing that an item contained therein is being disputed, whether or not such item was made in accordance with the mandate from time to time given by me/us to the bank.

20. I/we understand and acknowledge that electronic mail, facsimile, scanned documents and verbal communications are insecure transmission media. Where I/we advise the Bank to accept instructions in such manner, I/we however undertake to indemnify the Bank in full for any loss it may suffer or incur by reason of its honoring my/our scanned letters, electronic mail, facsimile or verbal instructions, irrespective of whether same are erroneous fraudulent or issued otherwise than in accordance with the Mandate for my/our account(s).

The Bank is hereby authorized to honour for and to the debit of my/our Account(s), any and all payment instructions issued in accordance with the Mandate for my/our account(s) and which bears or purports to bear the facsimile or electronic mail signature of the person(s) whose specimen signatures have been provided to the bank by me/us.

The Bank is hereby authorized to honour for and to the debit of my/our account(s), any and all payment instructions/confirmations issued or provided by me/us using a pre-agreed format for same which may include but is not limited to oral or written instructions/confirmations and where given orally such oral instruction may if previously agreed involves the use of specific password(s) and when given in writing may be given by letter, facsimile or electronic mail.

21. The conditions stated above shall be governed and constructed in accordance with Nigerians law and I/we agree that any proceedings arising out of or in connection therewith may be brought in the High Court and we irrevocably submit to such court's jurisdiction.

22. I/We agree:

(a) to free the bank from any responsibility for any loss or damage of funds deposited with the bank due to any future Government order, law, tax, embargo, moratorium, exchange restriction and /or all other causes beyond the Bank's control.

(b) to be bound by any notification of change in the conditions governing the account directed to my/ our last known address and any notice or letter (electronic or physical) sent to my/our last known physical or electronic address shall be considered as duly delivered and received by me/us at the time it would be delivered in the ordinary course of post or electronically.

(c) That if a transfer to credit my/our individual account is returned dishonoured, the same may be transmitted to me/us through my/our last known address either by bearer or by post

(d) and I/We note that the bank will accept no liability whatsoever for funds handed to members of the staff at any point in time outside banking hours or outside the bank's premises.

(e) that my/our attention has also been drawn to the necessity of safe guarding my/our passwords and access codes to the bank's non-branch channels including, but not limited to Internet Banking, Telephone Banking, Mobile banking and SMS banking, so that unauthorized persons are unable to gain access to it and to the fact that neglect of this precaution may be a ground for any consequential loss being charged to my/our account.

(f) that any disagreements with entries on my/our bank statements will be made by me/us within 15 working days of the dispatch of the bank statement. Failing receipt by the bank of a notice of disagreement of the entries within 15 days from the date of dispatch of my/our bank statement as rendered is correct.

ELECTRONIC BANKING

We confirm and agree that the following terms and conditions shall govern my/our Electronic Banking transactions with the Bank:

Definitions

"Service" means the Electronic Banking Services of First City Monument Bank Plc, including Internet Banking, Telephone Banking, Secure message facility and bills payment services
 "Access code, Pass code, User name and Password" means the enabling code with which you access the system and which is known to you only.
 "Account" means a current, savings or global fixed deposit account or other account maintained with the BANK at any of the BANK's branches in Nigeria
 "PIN" means your personal identification number
 "Mailing Address" means the customer's mailing address in the BANK's records.
 "Instruction" means the customer's request to the BANK for the services.
 "Secure Message Facility" means the facility within the e-Banking Service that enables the Client to send electronic messages (e-mail, sms) to the BANK, including without limitation free-format messages, fixed format messages, or instructions to make payments, requests for cheques, Bank's drafts or the purchase or sale of securities and interests in mutual funds.

1. The service allows the customers to give the BANK instructions by use of:
 (a) Telephone, PIN, Password, Access code, User name and secure message (email, sms) for the following:
 (i) obtain information regarding customer's balance as at the last date of business with the BANK.
 (ii) obtain information with regards to any instrument in clearing or any credit standing in the customers account as at the last date of transaction on the customer's account.

2. On receipt of instructions, the BANK will endeavor to carry out the customer's instructions promptly, excepting all or any unforeseen circumstances such as Act of God, Force Majeure, and other causes beyond the BANK's control.

3. For the service to be available to any customer, he/she must have:- any one or a combination of the following:
 - (I) An account with the BANK
 - (ii) A Pass code, access code, username and password
 - (iii) A touch-tone telephone/GSM handset and computer
 - (iv) A Personal Identification Number "PIN"
 - (V) An E-mail address
4. Under no circumstances shall the customer allow any body access to his/her account through the service.
5. The Passcode/Access Code/Password/E-mail
 - (a) The Customer understands that his/her Passcode, Access Code/ Password/E-mail is used to give instructions to the BANK and accordingly undertakes:
 - (i) That under no circumstances shall the Passcode, Access Code/Password be disclosed to any body.
 - (ii) Not to write the Passcode, Access Code/Password in an open place in order to avoid third party coming across same.
 - (b) The customer instructs and authorizes the BANK to comply with any instructions given to the BANK through the use of the service.
 - (c) Once the BANK is instructed by means of the customer's Passcode, Accesscode and PIN the BANK is entitled to assume that those are the instructions given by the customer and to rely on same.
 - (D) The customer's Passcode, Accesscode must be changed immediately it becomes known to someone else.
 - (e) The BANK is exempted from any form of liability whatsoever for complying with any or all instruction(s) given by means of the customer's Passcode, Accesscode if by any means the Passcode, Accesscode becomes known to a third party or otherwise becomes compromised.
 - (f) Where a customer notifies the BANK through e-mail of his/her intention to change his Passcode, Access code arising from loss of memory of same, or that it has come to the notice of a third party, the BANK shall, with the consent of the customer, delete same and thereafter allow the customer to enter a new Passcode, Access code PROVIDED THAT the BANK shall not be responsible for any loss that occurs between the period of such loss of memory of the Pass code, Access code or knowledge of a third party and the time the report is lodged with the BANK.
 - (g) Once a customer's Pass code/Access code is given, it shall be sufficient confirmation of the authenticity of the instruction given.
 - (h) The customer shall be responsible for any instruction given by means of the customer's Pass code/Access code. Accordingly, the BANK shall not be responsible for any fraudulent, duplicate or erroneous instructions given by means of the customer's Pass code/Access code.
6. Customer's responsibility:
 - (i) the customer undertakes to be absolutely responsible for safeguarding his username, access code, passcode, PIN and password, and under no circumstance shall the customer disclose any or all of these to any person.
 - (ii) the customer undertakes to ensure the secrecy of his accesscode, passcode, PIN and password by not reproducing same in any manner whatsoever either in writing or otherwise capable of making it known to persons other than the customer.
 - (iii) the BANK is expressly exempted from any liability arising from unauthorized access to the customer's account and/or data as contained in the BANK's records via the service, which arises as a result of inability and/or otherwise of the customer to safeguard his PIN Passcode/Accesscode and/or password and/or failure to log out of the system completely by allowing on screen display of his account information.
 - (iv) the BANK is further relieved of any liability as regards breach of duty of secrecy arising out of customer's inability to scrupulously observe and implement the provisions of clauses 3(i) (iii) above, and/or instances of breach of such duty by hackers and other unauthorized access to the customer's account via the service.
 - (v) the customers access code and password must be changed immediately it becomes known to anyone else and therefore the customer is under a duty to notify the BANK when ever his/her access code and/or password has become known to another person.
 - (vi) where a customer notifies the BANK of his intention to change his access code and/or passcode arising from either his loss of memory of same or that it has come to notice of a third party, the BANK shall with the consent of the customer, delete same and thereafter allow the customer to enter a new passcode, access code and password. Provided that the BANK shall not be responsible for any loss(es) that occurs between the period of such memory of the access code passcode and/or password or knowledge of a third party and the time the report is lodged with the BANK.
 - (vii) the customers shall be responsible for any fraud, loss and/or liability to the BANK or third party arising from usage of the customer's access code, passcode, PIN and/or password being used by a third party and other unauthorized access. Accordingly the BANK shall not be responsible for any fraud that arises from usage of the customer's access code, passcode, PIN and/or password.
7. Upon enrolling of a customer for the service, the customer may be charged the applicable monthly fee and/or usage fee whether or not the customer makes use of the service during the period in question.
8. Under no circumstance(s) will the BANK be liable for any damages, including without limitation direct or indirect, special, incidental or consequential damages, losses or expenses arising in connection with this service or use thereof or inability to use by any party, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation, transmission, computer virus or line or system failure, even if the BANK or its representatives thereof are advised of the possibility of such damages, losses or hyperlink to other internet resources are at the customers risk.
9. Copyright in the pages and in the screens displaying the pages, and in the information and material therein and arrangement is owned by the BANK.

10. The BANK shall not be responsible for any electronic virus or viruses that the customer may encounter in course of making use of this service.

GUIDELINES

11. The customer undertakes to:
 - (i) Provide accurate information. Agree to provide true, accurate, current and complete information about himself/herself as requested in our registration form and account opening forms and the customer agrees not to misrepresent his/her identity or information, which may include user names, password or other access devices for such accounts.
 - (ii) Comply with the law. Customer agrees not to use the service for illegal purposes or for the transmission of material that is unlawful, harassing, libelous (untrue and damaging to others), invasive of another's privacy, abusive, threatening, or obscene, or that infringe the right of others.
 - (iii) Proprietary rights. The customer acknowledges and agrees that the BANK owns all rights to this web site and the content displayed on the site. The customer is only permitted to use this content as expressly authorized by the service. Customers may not copy, reproduce, distribute, or create derivative work from this content.

A violation of any of the above guidelines is grounds for discontinuation of the service by the BANK.

Disclaimer of Warranties

12. The customer expressly understands and agrees that use of the service is at his/her sole risk. The service is provided on an "as is" and "as available" basis. 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.
13. The BANK makes no warranty that
 - (i) the service will meet customers requirements
 - (ii) the service will be uninterrupted, timely, secure, or error-free
 - (iii) the results that may be obtained from the use of the service will be accurate or reliable
 - (iv) the quality of any products, services, information or other material purchased or obtained by the customer through the service will meet his/her expectations.
14. Any material downloaded or otherwise obtained through the use of the service is done at customer's own discretion and risk and the BANK is not responsible for any damage to customer's computer system or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by customer from us or through or from the service will create any warranty not expressly stated in these terms.

Limitations of liability

15. I/We agree that the BANK will not be liable for any act, omission or damage whether direct , indirect, incidental, special, consequential or exemplary damages, including but not limited to damages for loss of profits, goodwill, use or other intangible losses, even if the BANK had been advised of the possibility of such damages, resulting from:
 - (i) the use or the inability to use the service
 - (ii) the cost of getting substitute goods and service resulting from any products, data, information or services purchased or obtained or messages received or transactions entered into through or from the service;
 - (iii) unauthorized access to, or alteration or transmission of data;
 - (iv) statements or conduct of anyone on the service; or
 - (v) any other matter relating to the service.
16. Indemnification. Except when caused by the BANK's intentional misconduct or gross negligence, customers agree to protect and fully compensate the BANK and its affiliates and service providers from any/and all third party claims, liability, damages, expenses and costs (including, but not limited to, legal fees) caused by or arising from customer's use of the service, violation of the terms or infringement, by any other user of customer's account, or any intellectual property or other right of anyone.
17. Service changes and discontinuation. The BANK reserves the right to change or discontinue, temporarily or permanently, the service at any time without notice. In order to maintain the security and integrity of the service the BANK may also suspend customer's access to the service at any time without notice. Customer agrees that the BANK will not be liable to the customer or any third party for any modification or discontinuation of the service.
18. Miscellaneous.

The BANK shall not be considered an agent or other legal representative of the customer for any purpose by reason of this agreement and/or any other party whom the customer is using this service to pay. This agreement cannot be amended by the customer nor any of the BANK's rights waived unless the BANK agrees in writing or customer continues using the service following receipt of notice of any changes proposed by the BANK.

This agreement is personal to the customer and the customer may not assign it to anyone.

All notices to the customer shall be in writing via the address (email or contact) the customer has provided to the BANK, all notices to the BANK must be made in writing or from the supplied email address that has undergone KYC sent to the BANK's address.

The relationship between the BANK and the customer shall not be deemed to create any association, partnership, joint venture, or relationship of principal, agent or master and servant, employer or employee between parties and nothing contained in this agreement shall be so construed.

If any of these terms is held to be unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties with other provision remaining in full force and effect.

The laws of the Federal Republic of Nigeria shall apply to this agreement.

FCMB



FIRST CITY MONUMENT BANK PLC

A MEMBER OF FIRST CITY GROUP