

# Corporate Account Opening Form



#### **DOCUMENTATION REQUIREMENTS**

Please complete all sections of the Account Opening Form and provide copies of all required documents.

#### **GENERAL REQUIREMENTS**

- 1 Two Reference Forms, each duly completed by a corporate body maintaining a Current Account with a bank in Nigeria.
- Proof of Address such as Tax Clearance Certificate, recent Utility Bill, Rent Agreement, Home Ownership Document etc., bearing the current address of the customer.
- Copies of Particulars of Directors and Particulars of Allotment of Shares.
- Certificate of Exemption from using "Limited" after name, where applicable.
- 5. Valid identification document of all Directors, Signatories, Beneficial Owners, Key Promoters etc.

# ADDITIONAL REQUIREMENTS Incorporated Company

- 1. Certificate of Incorporation.
- 2. Memorandum and Articles of Association.
- 3. Evidence of Tax Identification Number (TIN).
- Board resolution and mandate signed by a Director and Company Secretary or two Directors with the Common Seal affixed where applicable.

#### Sole Proprietorship/Partnership

- 1. Certificate of Registration of Business Name.
- Certified true copy of Application Form for the Registration of Business Name.
- 3. Partnership Deed (where applicable).

#### **Public Organisation**

- Letter from the Governor/Minister/Commissioner/Director General/Local Government Chairman/Secretary/Sole Administrator (whichever is applicable) authorising the opening of the account and listing the names of authorised signatories to the account or, a certified true copy of the Board of Directors/Executive Council's Resolution authorising the opening of this account and listing the names of authorised signatories to the account.
- 2. A certified copy of the Enabling Act/Decree.
- 3. Regulations governing the administration of the establishment (where applicable).
- 4. Authorisation by the Accountant General (where applicable).

# Incorporated Society/Club/Association/Non Governmental Organisation

- Constitution, Rules and Regulations of the Society/Club/ Association/NonGovernmental Organisation.
- 2. Certificate of Registration.
- Resolution of the governing organ of the Society/Club/ Association/NonGovernmental Organisation.



## **Account Opening Form**

Indicate the type of account to open by ticking the applicable box below  Current Account Investment Account  Category of Business (Tick appropriately)  Limited Liability Company Partnership/Sole Proprietorship  Foundation/Association/NGO Others  (ple	D Listed/Quoted Compa	TICK AS APPROPRIATE  MDA'S  CURRENCY  ¥ £ Others  MDA'S
THIS FORM SHOULD BE COMPLETED IN CAPITAL LETTERS		
COMPANY DETAILS		
Company Name		
Certificate of Incorporation No.		D M M Y Y Y
Country of Incorporation		
Type/Nature of Business		
Business Address	•	
City/Town LGA		state
Registered Office (If different from above)		
Correspondence E-mail	Web Address	
Telephone Number		
Country Code Special Control Unit Against Money Laundering (SCUML) Reg. No		
Annual Turnover (Naira)		
Less than ₦300M       ₦300M - ₦1B       ₦1B - ₦5B	Above ₩5B	
Is your company quoted on the Stock Exchange? If yes, which Exchange?		
Symbol		
Parent Company/Affiliated Body (If any)		
Company Name		
Country of Incorporation		

## DETAILS OF ACCOUNT(S) WITH OTHER BANKS IN NIGERIA

S/N	BANK	ACCOUNT NAME	ACCOUNT NUMBER
1.			
2.			
3.			
4.			
ACC	OUNT SERVICE(S) REQUIRED		
	c Banking Preferences	Transaction Alert Pre	ferences
(Tick approp	oriately)	(Tick appropriately)	
Inte	rnet Banking Mobile Banking	Internet Banking	Mobile Banking
Charges:	Terms and Conditions apply. Please refer to	o the website www.greenwichbankgroup.com fo	or further information.
DET	AILS OF SIGNATORIES		
Titlo	Surnama	First Name	
TILLE	Juname	That Name	
Other N	ame(s)	Date of Birth	D D M M Y Y Y
Gender:	Male Female Marit	al Status: Single Married Othe	ers(Specify)
Nationa	lity	Country of Residence	(Specify)
Maana	of Idontification	ID Do sumo ant/s N	
Issue Da		ID Document's N  Expiry Date D M M Y Y Y	
	ite [5][5][m][m][1][1][1][1]		
BVN L		Profession	
Status/J	ob Title		
Residen	ce Permit No. (for Non-Nigerians)		
Issue Da	te D D M M Y Y Y	Expiry Date D M M Y Y Y	Υ
Residen	tial/Contact Address		
City/Tow	n	_ LGA	_ State
Office Pl	none No.	Mobile No.	

## Title \_\_\_\_\_\_ First Name \_\_\_\_\_ First Name \_\_\_\_\_ Other Name(s) Marital Status: Single Married Others Gender: Male Female Nationality \_\_\_\_\_ Country of Residence (Other than Nigeria) \_\_\_\_ Means of Identification \_\_\_\_\_ ID Document's No. Expiry Date Issue Date M M Y Y BVN Profession\_\_ Status/Job Title \_\_\_\_\_ Residence Permit No. (for Non-Nigerians) Expiry Date Issue Date | D | D | M | M | Y | Y | Y | Y Residential/Contact Address \_\_\_\_\_ \_\_\_\_\_ State \_\_ \_\_\_\_\_ LGA \_\_ City/Town \_\_\_ Office Phone No. Mobile No. E-mail \_\_\_ Title \_\_\_\_\_\_ First Name \_\_\_\_\_ Other Name(s) \_\_\_\_\_ Date of Birth Date of Birth | Male | Female | Marital Status: Single | Married | Others \_\_\_\_\_ Gender: (Specify) Nationality \_\_\_\_\_ Country of Residence (Other than Nigeria) \_\_\_\_\_ Means of Identification \_\_\_ ID Document's No. Expiry Date Issue Date Profession\_\_\_\_ BVN Status/Job Title Residence Permit No. (for Non-Nigerians) Expiry Date Issue Date | D | D | M | M | Y | Y Residential/Contact Address \_\_\_\_\_ City/Town \_\_\_ \_\_\_\_\_ LGA \_\_ \_\_\_\_ State \_\_ Office Phone No. Mobile No. E-mail \_

**DETAILS OF SIGNATORIES** 

# DETAILS OF THE DIRECTORS/EXECUTIVES/PROMOTERS/EXECUTORS/TRUSTEES/ADMINISTRATORS/PRINCIPAL OFFICERS/BENEFICIAL OWNERS

STATUS: (tick appropriately)			
DIRECTOR PARTNER/PROPRIETOR	TRUSTEE BENEFICIAL (	OWNER Others	(Specify)
Title Surname	Firs		
Other Name(s)		Date of Birth	D M M Y Y Y
Gender: Male Female Marita	al Status: Single Marri	ed Others	(Specify)
Nationality	Country of Residence (Other	r than Nigeria)	
Means of Identification	II	D Document's No.	
Issue Date D D M M Y Y Y Y	Expiry Date D M	M Y Y Y	
BVN	Profession		
Status/Job Title		-	
Residence Permit No. (for Non-Nigerians)			
Issue Date D D M M Y Y Y Y	Expiry Date	M Y Y Y	
Residential/Contact Address			
City/Town	_ LGA	Sta	te
Office Phone No.	Mobil	e No.	
E-mail			
STATUS: (tick appropriately)			
	TRUSTEE BENEFICIAL (	OWNER Others	(Specify)
			(Specify)
DIRECTOR PARTNER/PROPRIETOR	Firs	t Name	(Specify)
DIRECTOR PARTNER/PROPRIETOR  Title Surname  Other Name(s)	Firs	Date of Birth	(Specify)
DIRECTOR PARTNER/PROPRIETOR  Title Surname  Other Name(s)	Firs	Date of Birth  Others	(Specify)  M M Y Y Y Y  (Specify)
DIRECTOR PARTNER/PROPRIETOR  Title Surname  Other Name(s)  Gender: Male Female Marita	Firs  al Status: Single Marri  Country of Residence (Other	Date of Birth  Others	(Specify)  M M Y Y Y Y  (Specify)
DIRECTOR PARTNER/PROPRIETOR  Title Surname Other Name(s)  Gender: Male Female Marita  Nationality	Firs  Al Status: Single Marri  Country of Residence (Other	Date of Birth  Others  Than Nigeria)	(Specify)  M M Y Y Y Y  (Specify)
DIRECTOR PARTNER/PROPRIETOR  Title Surname Other Name(s)  Gender: Male Female Marita  Nationality  Means of Identification	Firs  Al Status: Single Marri  Country of Residence (Othe	Date of Birth  Others  orthan Nigeria)  Document's No.	(Specify)  M M Y Y Y Y  (Specify)
DIRECTOR PARTNER/PROPRIETOR  Title Surname  Other Name(s)  Gender: Male Female Marita  Nationality  Means of Identification  Issue Date D M M Y Y Y Y	Firs  Al Status: Single Marri  Country of Residence (Other  Expiry Date D M	Date of Birth  Others  orthan Nigeria)  Document's No.	(Specify)  M M Y Y Y Y  (Specify)
DIRECTOR PARTNER/PROPRIETOR  Title Surname  Other Name(s)  Gender: Male Female Marita  Nationality  Means of Identification  Issue Date D M M Y Y Y Y  BVN	Firs  Al Status: Single Marri  Country of Residence (Other  Expiry Date D M	Date of Birth  Others  orthan Nigeria)  Document's No.	(Specify)  M M Y Y Y Y  (Specify)
DIRECTOR PARTNER/PROPRIETOR  Title Surname Other Name(s)  Gender: Male Female Marita  Nationality  Means of Identification  Issue Date D D M M Y Y Y Y  BVN  Status/Job Title	Firs  Al Status: Single Marri  Country of Residence (Other  Expiry Date D M  Profession	Date of Birth  Others  orthan Nigeria)  Document's No.	(Specify)  M M Y Y Y Y  (Specify)
DIRECTOR PARTNER/PROPRIETOR  Title Surname Other Name(s)  Gender: Male Female Marita  Nationality  Means of Identification  Issue Date D M M Y Y Y Y  BVN  Status/Job Title  Residence Permit No. (for Non-Nigerians)	Firs  Al Status: Single Marri  Country of Residence (Other  Expiry Date D D M  Profession  Expiry Date D D M	Date of Birth  Others  Than Nigeria)  Document's No.	(Specify)  M M Y Y Y Y  (Specify)
DIRECTOR PARTNER/PROPRIETOR  Title Surname Other Name(s)  Gender: Male Female Marita  Nationality  Means of Identification  Issue Date D M M Y Y Y Y  Status/Job Title  Residence Permit No. (for Non-Nigerians)  Issue Date D M M Y Y Y Y	Firs  Al Status: Single Marri  Country of Residence (Other  Expiry Date D M  Profession  Expiry Date D M	Date of Birth  Others  Than Nigeria)  Document's No.  M  Y  Y  Y  Y  Y  Y  Y  Y  Y  Y  Y  Y	(Specify)  M M Y Y Y Y  (Specify)
DIRECTOR PARTNER/PROPRIETOR  Title Surname Other Name(s)  Gender: Male Female Marita  Nationality  Means of Identification  Issue Date D M M Y Y Y Y  BVN  Status/Job Title  Residence Permit No. (for Non-Nigerians)  Issue Date D M M Y Y Y Y  Residential/Contact Address	Firs  Al Status: Single Marri  Country of Residence (Other  Expiry Date D M  Profession  Expiry Date D M	Date of Birth  Others  Than Nigeria)  Document's No.  M  Y  Y  Y  Sta	(Specify)  M M Y Y Y Y  (Specify)

# DETAILS OF THE DIRECTORS/EXECUTIVES/PROMOTERS/EXECUTORS/TRUSTEES/ADMINISTRATORS/PRINCIPAL OFFICERS/BENEFICIAL OWNERS

STATUS: (tick appropriately)	
DIRECTOR PARTNER/PROPRIETOR TRUSTEE BENEFICIAL OWNER Others  Title First Name	(Specify)
	M M Y Y Y Y
Gender: Male Female Marital Status: Single Married Others	(Specify)
Nationality Country of Residence (Other than Nigeria)	
Means of Identification ID Document's No.	
Issue Date D D M M Y Y Y Y Expiry Date D D M M Y Y Y Y	
BVN Profession	
Status/Job Title	
Residence Permit No. (for Non-Nigerians)	
Issue Date D D M M Y Y Y Y Expiry Date D D M M Y Y Y Y	
Residential/Contact Address	
City/Town	
Office Phone No. Mobile No.	
E-mail	
STATUS: (tick appropriately)  DIRECTOR PARTNER/PROPRIETOR TRUSTEE BENEFICIAL OWNER Others  Title Surname First Name	(Specify)
DIRECTOR PARTNER/PROPRIETOR TRUSTEE BENEFICIAL OWNER Others  Title Surname First Name  Other Name(s) Date of Birth D D [	(Specify)  M M Y Y Y Y
DIRECTOR PARTNER/PROPRIETOR TRUSTEE BENEFICIAL OWNER Others  Title Surname First Name	(Specify)  M M Y Y Y Y
DIRECTOR PARTNER/PROPRIETOR TRUSTEE BENEFICIAL OWNER Others  Title Surname First Name  Other Name(s) Date of Birth D D [	(Specify)  M M Y Y Y Y  (Specify)
DIRECTOR PARTNER/PROPRIETOR TRUSTEE BENEFICIAL OWNER Others  Title Surname First Name  Other Name(s) Date of Birth D D [  Gender: Male Female Marital Status: Single Married Others  Nationality Country of Residence (Other than Nigeria)	(Specify)  M M Y Y Y Y  (Specify)
DIRECTOR PARTNER/PROPRIETOR TRUSTEE BENEFICIAL OWNER Others  Title Surname First Name  Other Name(s) Date of Birth	(Specify)  M M Y Y Y Y  (Specify)
DIRECTOR PARTNER/PROPRIETOR TRUSTEE BENEFICIAL OWNER Others  Title Surname First Name  Other Name(s) Date of Birth	(Specify)  M M Y Y Y Y  (Specify)
DIRECTOR PARTNER/PROPRIETOR TRUSTEE BENEFICIAL OWNER Others  Title Surname First Name  Other Name(s) Date of Birth DD  Gender: Male Female Marital Status: Single Married Others  Nationality Country of Residence (Other than Nigeria)  Means of Identification ID Document's No.  Issue Date DD M M Y Y Y Y Expiry Date DD M M Y Y Y Y Y	(Specify)  M M Y Y Y Y  (Specify)
DIRECTOR PARTNER/PROPRIETOR TRUSTEE BENEFICIAL OWNER Others  Title Surname First Name  Other Name(s) Date of Birth DD    Gender: Male Female Marital Status: Single Married Others  Nationality Country of Residence (Other than Nigeria)  Means of Identification ID Document's No  Issue Date DD M M Y Y Y Y Expiry Date DD M M Y Y Y Y Y Y Profession	(Specify)  M M Y Y Y Y  (Specify)
DIRECTOR PARTNER/PROPRIETOR TRUSTEE BENEFICIAL OWNER Others  Title Surname First Name  Other Name(s) Date of Birth DD  Gender: Male Female Marital Status: Single Married Others  Nationality Country of Residence (Other than Nigeria)  Means of Identification ID Document's No.  Issue Date DD M M Y Y Y Y Expiry Date DD M M Y Y Y Y Y  BVN Profession  Status/Job Title	(Specify)  M M Y Y Y Y  (Specify)
DIRECTOR PARTNER/PROPRIETOR TRUSTEE BENEFICIAL OWNER Others  Title Surname First Name  Other Name(s) Date of Birth D D  Gender: Male Female Marital Status: Single Married Others  Nationality Country of Residence (Other than Nigeria) Document's No.  Issue Date D M M Y Y Y Y Expiry Date D M M Y Y Y Y Y Profession  Status/Job Title  Residence Permit No. (for Non-Nigerians)	(Specify)  M M Y Y Y Y  (Specify)
DIRECTOR PARTNER/PROPRIETOR TRUSTEE BENEFICIAL OWNER Others  Title Surname First Name  Other Name(s) Date of Birth DD  Gender: Male Female Marital Status: Single Married Others  Nationality Country of Residence (other than Nigeria)  Means of Identification ID Document's No.  Issue Date DD M M Y Y Y Y Expiry Date DD M M Y Y Y Y Y  BVN Profession  Status/Job Title  Residence Permit No. (for Non-Nigerians)  Issue Date DD M M Y Y Y Y Expiry Date DD M M Y Y Y Y Y  Expiry Date DD M M Y Y Y Y Y Expiry Date DD M M Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y	(Specify)  M M Y Y Y Y  (Specify)
DIRECTOR PARTNER/PROPRIETOR TRUSTEE BENEFICIAL OWNER Others  Title Surname First Name Other Name(s) Date of Birth Date	(Specify)  M M Y Y Y Y  (Specify)

## Sole Signatory Either to Sign Both to Sign Others (please specify) Surname \_\_\_\_\_ First Name \_\_\_\_\_\_ Please write your first, Other Name(s) \_\_\_\_\_ middle & last name at the back of passport Signatory Category **SIGNATURE** PASSPORT PHOTOGRAPH Surname \_\_ First Name \_\_ Please write your first, Other Name(s) \_\_\_ middle & last name at the back of passport Signatory Category \_\_\_\_\_ SIGNATURE PASSPORT PHOTOGRAPH Surname \_\_\_ First Name \_\_ Please write your first, Other Name(s) middle & last name at the back of passport Signatory Category **SIGNATURE** PASSPORT PHOTOGRAPH Surname \_\_\_ First Name \_ Please write your first, Other Name(s) middle & last name at the back of passport Signatory Category \_\_\_\_\_\_

**SIGNATURE** 

MANDATE AUTHORISATION/COMBINATION RULE (PLEASE TICK APPROPRIATELY)

PASSPORT PHOTOGRAPH

### **OUR DATA PROTECTION POLICY**

Greenwich Merchant Bank Limited is committed to protecting your personal data and preserving the confidentiality of information provided. Your personal data provided through this medium will be used for account opening and other lawful processing in line with applicable data protection regulations. By signing below, you are consenting to the processing of your personal data in line with the Bank's Privacy Policy. Please refer to the website www.greenwichbankgroup.com for further information.

DIRECTOR / PARTNER / PROPRIETOR / TRUSTEE	
Name	
Signature	Date D D M M Y Y Y
DIRECTOR / COMPANY SECRETARY / PARTNER / PROPRIETOR / TRUSTEE  Name	
Signature	Date D D M M Y Y Y Y

#### **GENERAL TERMS AND CONDITIONS**

#### Introduction

These Terms and Conditions are applicable to all accounts whether opened on the date of signing or on a prior/later date. The undersigned undertakes and agrees to be bound by these Terms and Conditions.

#### **Operation of Account**

- The Company/Entity (hereinafter referred to as the "Account Holder") is liable for any overdraft or obligation arising from or in connection with the account(s) and the Bank is hereby authorised to debit the account(s) with all interest, commission and/or other banking charges and expenses (including legal charges) incurred in connection with the account(s).
- 2. The Account Holder agrees to maintain the minimum balance and to comply with all other conditions applicable to its accounts, including Investments, Current and Domiciliary Accounts. The Bank may decide from time-to-time at its sole discretion without prior notice to the Account Holder to impose service charges on the account(s) if the minimum credit balance in such account(s) is/are less than the balance prescribed by the Bank.
- 3. The Bank reserves the right to debit the Account Holder's account in case of erroneous credit made to the account.
- 4. The Account Holder agrees to assume full responsibility for the genuineness, correctness and validity of all endorsements appearing on all cheques, orders, bills, notes, negotiable instruments and receipts or other documents deposited in the Account Holder's account.
- If a cheque credited to the Account Holder's account is returned dishonoured, the same may be transmitted to the Account Holder through the last known address either by bearer or by post.
- 6. The Account Holder agrees to notify the Bank of any disagreement with entries on the Account Holder's Bank Statements within fifteen (15) days of the dispatch of the Bank Statement. Failing receipt by the Bank of a notice of disagreement of entries within 15 days from the date of dispatch of the Account Holder's Bank Statement, it will be assumed by the Bank that the Statement as rendered, is correct.
- Withdrawal from any Domiciliary Account shall be made only in line with the mode allowed by extant laws and regulatory directives.

#### Collateral

All monies, securities, bonds, collaterals, shares, shipping documents, banknotes, gold or other valuables and property of whatever nature which are held in the name of the Account Holder by the Bank whether in any type of account or otherwise shall be so held as security to guarantee the settlement of any debit balance due to the Bank arising under these general terms and conditions or any credit or facility granted or that may be granted to the Account Holder in future. Furthermore, the Account Holder agrees to keep such within the Bank's possession as collateral against credit facilities until the Account Holder fully pays all indebtedness to the Bank including due interests, commission expenses and other due charges. If the Account Holder does not pay such indebtedness to the Bank upon first request, the Account Holder herewith authorises the Bank to set off the

- outstanding balance without having to notify or inform the Account Holder beforehand. This authorisation is irrevocable, and the Account Holder cannot cancel it without the Bank's written consent. The Bank shall have the right to always set off the balance in the Account Holder's accounts towards satisfaction of any of the Account Holder's liabilities to the Bank or to any other account or in any other respect whether such liabilities are present or future, actual or contingent, primary, several or joint. The debit balance of any of the Account Holder's accounts will be secured by the credit balance of any other Account Holder's accounts opened in any currency. The Bank may debit any of the Account Holder's accounts opened at any of its business offices with the amount of any bills, guarantees, cheques and drawings, given, presented or purchased and signed by the Account Holder.
- 9. Any delay or omission by the Bank in exercising or enforcing (whether wholly or in part) any right or remedy arising in respect of the account(s) shall not be construed as a waiver of such right or remedy.

#### Right of Set-off

10. The Bank may at any time and without notice to the Account Holder, combine all or any of the Account Holder's accounts and liabilities to the Bank in Nigeria (or elsewhere) whether severally or jointly with any person and set offall or any monies standing to the credit of the Account Holder in such accounts including the Account Holder's deposits with the Bank (whether matured or not) towards satisfaction of any of the Account Holder's liabilities to the Bank, whether as principal or surety, actual or contingent, severally or jointly, primary or collateral with any other person and the Bank may apply any necessary currency conversion at the Bank's own rate of exchange other than the prevailing rate. Exchange risks associated with any collateral, cash or otherwise used in satisfaction of outstanding debt shall be borne by the Account Holder.

#### **Currency Conversion**

11. The Bank will not be held liable for any exchange loss incurred by the Account Holder in converting/transferring the balance from one currency account to another currency account on the instruction of the Account Holder or the use of any ebanking platform to carry out transactions in a currency other than the currency of the account.

#### **Dormant Account**

12. If the Bank classifies an account as dormant, any balance in the account will remain the Account Holder's property. Interest will continue to be paid where it applies to the Account Holder's account. The Account Holder can contact the Bank at any time in relation to any fund in the Account Holder's dormant account and the Bank will reinstate the Account Holder's account.

#### **Closure of Account**

13. The Bank shall have the right at any time and at its absolute discretion, by giving written notice to the Account Holder to close the account without giving any reason for taking such action, and without incurring any liability whatsoever to the Account Holder in so doing. In the event of such closure, the Bank will return any amount standing to the Account Holder's credit to the Account Holder's registered address or issue bank drafts for the Account Holder's pick-up at the branch of account domicile, after deduction of any tax, charges and fees (if applicable).

- 14. If the Bank discontinues a product that the Account Holder has with the Bank, the Bank may close the Account Holder's account by giving the Account Holder a notice. A suitable alternative account (if there is one) will be indicated to the Account Holder. If the Account Holder does not give the Bank instructions to the contrary, the Bank will transfer the funds to that account when the Bank closes the Account Holder's account.
- 15. The Account Holder may close its account for any reason and the Account Holder's existing credit balances shall be paid provided that:
  - (a) The Account Holder destroys all cheques issued on the account;
  - (b) The Account Holder repays any money owed the Bank including the amount of any cheque, card transactions or other payment instructions and any charges or interest incurred which the Bank had not debited to the account.

The Account Holder hereby agrees that the Bank's action in closing the account shall be effective and binding upon the Account Holder as from the date of the said notice. The Account Holder hereby irrevocably waives in advance any right, whether legal or otherwise, that the Account Holder may have against the Bank in any proceedings whatsoever to complain about the Bank's actions and/or decisions to close the account.

#### **Transactions Notification Services**

- 16. The use of Transaction Notification Service shall be subject to the following terms and conditions:
  - 16.1. The Transaction Notification Service is an information service which is given after the occurrence of a transaction. All transaction messages sent by alerts are therefore presumed and treated as having been authorised by the Account Holder and the Bank shall therefore have no liability whatsoever to the Account Holder.
  - 16.2. The Account Holder hereby accepts responsibility for the confidentiality and security of the alert and shall ensure that any mobile device linked to the account is in safe custody and that the Account Holder alone has access to the email alert.
  - 16.3. The Bank shall not be liable for any loss arising from the Account Holder's inability to receive notification due to system downtime arising from:
    - (a) Circumstances beyond its control, including strikes and disputes;
    - (b) System maintenance upgrading or similar circumstance;
    - Failure of service provider to deliver notification on time.
  - 16.4. The Account Holder agrees to pay the Bank's fees and commission as may be specified from time-to-time, for the provision of this service. The Account Holder hereby authorises the Bank to debit any of its account(s) with such fees and commission.
  - 16.5. If the Bank provides by email any confidential information requested by the Account Holder, the Account Holder agrees that the Bank shall not be liable if

- the information provided is lost or intercepted, altered or misused by a third party.
- 16.6. Where the Account Holder's designated mobile device is lost, missing or stolen, the Account Holder undertakes to make a report to the Bank within 24 hours for the service to be terminated.
- 16.7. The Bank shall not be liable for any information that is disclosed to any unauthorised person due to the Account Holder's negligence.
- 16.8. Either party may terminate this service upon seven days' notice. However, the Bank may terminate this service with or without notice if circumstances so warrant.

#### Change in Terms, Conditions and Regulations

- 17. It is agreed that the Bank shall have the right to modify the nature, conditions, and stipulations of these Terms and Conditions including the rate of interest, commissions and other conditions to any account by a written notice to the Account Holder or by notice through any other medium. Any such amendments shall be binding on the Account Holder from the date of the said notice whether or not the Account Holder actually received the notice.
- 18. The Account Holder agrees to accept as due notification any notice of change in conditions governing the account directed to the Account Holder's last known address or through any other medium and to be bound by such change.

## Accounts of Non-Residents and United States of America (USA) Entities

- 19. If the Account Holder is registered or incorporated outside Nigeria, the Account Holder shall ensure that the account complies with any law or rules applicable where the Account Holder is registered or incorporated, including any tax, foreign exchange or applicable capital controls and with all payments, reporting or filing requirements that may apply as a result of the Account Holder's country of registration, incorporation or domicile.
- The Account Holder agrees to provide the Bank with such information as the Bank may reasonably require from time to time, enabling the Bank or any of its subsidiaries to comply with any applicable law. Where an Account Holder does not provide the requisite documentation in line with the United States Foreign Accounts Tax Compliance Act (FATCA) requirements within 90 days from the date of the request, the Bank may at its sole discretion close the account. The Account Holder must contact the Bank immediately or at the latest within 30 (thirty) days if the Account Holder becomes registered or incorporated in the USA. If the Account Holder becomes registered or incorporated in USA, the Account Holder must complete and return to the Bank as soon as reasonably possible any relevant USA tax or waiver documentation that applies to the Account Holder and that the Bank may request from time to time.

#### Account Information Changes and Information Sharing

- 21. The Account Holder must contact the Bank immediately or at the latest within 30 (thirty) days if at any time in the future there is a material change to the information it had previously provided to the Bank.
- Except where the Bank is negligent or in willful default, the Bank shall have no responsibility to the Account Holder if any information the Bank holds about the Account Holder is/or becomes inaccurate, incomplete or stale.

- 23. Subject to applicable local laws, the Account Holder hereby agrees that Greenwich Merchant Bank Limited or any of its subsidiaries and affiliates can share the Account Holder's information with domestic or foreign regulators/tax authorities where necessary to establish the Account Holder's tax liability in any jurisdiction, where required by domestic or foreign regulators/tax authorities, the Account Holder agrees that the Bank may withhold or pay out from the Account Holder's account(s) such amounts as may be required according to applicable laws, regulations, agreements with regulators or authorities.
- 24. The Account Holder agrees to comply with all terms and conditions issued by the Bank governing the use of electronic banking services which the Bank may from time to time offer and provide to the Account Holder in order to ensure banking convenience.

#### **Electronic Banking Terms & Conditions**

- 25. The Account Holder confirms and agrees that the following terms and conditions shall govern the electronic banking transactions with the Bank.
  - 25.1. "Service" means the Electronic Banking Services of Greenwich Merchant Bank Limited ("the Bank"), including ATM Transaction, Internet Banking, Device Banking, Secure Message Facility and Bills Payment Services.
  - 25.2. "Usernames and Password" means the enabling code with which the Account Holder accesses the system and which is known to the Account Holder only.
  - 25.3. "Account" means a current or investment account or other account(s) maintained with the Bank at any of the Bank's branches in Nigeria and/or other countries.
  - 25.4. "PIN" means the Account Holder's Personal Identification Number.
  - 25.5. "Mailing Address" means the Account Holder's mailing address in the Bank's records as updated from time-to-time.
  - 25.6. "Instruction" means the Account Holder's request to the Bank for services.
  - 25.7. "ATM" means Automated Teller Machine that dispenses cash or receives cash/cheque lodgment and also performs other electronic banking transactions.
  - 25.8. "ATM Card" means the card used by the Account Holder for processing transactions through Automated Teller Machine.
  - 25.9. "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 instruction to make payments, requests for cheque books, banker's drafts or the purchase or sale of securities and interest in mutual fund.

#### 26. The Password/E-mail

- (a) The Account Holder understands that its password/email is to be used to give instructions to the Bank and accordingly undertakes:
  - That under no circumstance shall the password be disclosed to or assessed by unauthorised person(s).

- (ii) Not to write the password to avoid third party coming across same.
- (iii) That the Bank is hereby instructed and authorized to comply with any instructions given to the Bank through the use of the service.
- (b) Once the Bank is instructed by means of the Account Holder's PIN the Bank is entitled to assume that those are the instructions given by the Account Holder and to rely on same.
- (c) The Account Holder's password/PIN must be changed immediately it becomes known to unauthorised persons;
- (d) The Bank is exempted from any form of liability whatsoever for complying with any or all instruction(s) given by means of the Account Holder's password/PIN if by any means: the password/PIN becomes known to a third party or otherwise becomes compromised;
- (e) Where an Account Holder notifies the Bank through e-mail of the intention to change the password/PIN 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 Account Holder, delete same and thereafter allow the Account Holder to enter a new password/PIN provided that the Bank shall not be responsible for any loss that occurs between the period of such loss of memory of the password/PIN or knowledge of a third party and the time the report is lodged with the Bank.
- (f) Once an Account Holder's password/PIN is applied, it shall be sufficient confirmation of the authenticity of the instruction given.
- (g) The Account Holder shall be responsible for any instruction given by means of the Account Holder's password/PIN. Accordingly, the Bank shall not be responsible for any fraudulent, duplicate or erroneous instructions given by means of the Account Holder's password/PIN.
- 27. Where an ATM card is issued to an Account Holder, the card shall remain the property of the Bank at all times. The Bank may, at its sole discretion, cancel the ATM card and request its return at any time, in which case the Account Holder shall immediately comply with such request.
- 28. The ATM card is issued entirely at the risk of the Account Holder who shall indemnify the Bank for all loss or damage howsoever caused resulting from the use of the card. The Account Holder shall take every possible care to prevent the card from being lost, mislaid or stolen and the Account Holder undertakes not to pass the card to any unauthorised person.
- 29. The Account Holder shall notify the Bank immediately if the ATM card is lost, mislaid or stolen or if it comes into the hands of unauthorised person(s) or if the PIN is unwittingly or otherwise disclosed or made available to a third party. In all circumstances, the Bank will not be liable for any damages or loss resulting from loss of the card. Where oral notice of loss or theft is given, the Account Holder shall ensure that such is communicated in writing to the Account Holder's branch of the Bank within 48 hours of the receipt of oral notice.
- The Bank shall debit the Account Holder with the amount of any withdrawal, transfer, payment for goods and services at point of sales (POS) terminals and all such payments as are

effected by the use of the ATM card along with the related bank charges.

- 31. The Bank reserves the right to limit the total cash withdrawn by the Account Holder and total amount spent on POS terminals during any 24-hour period.
  - The Bank shall not be responsible for any loss or damage arising directly or indirectly from any malfunction or failure of the ATM card or the ATM or the temporary insufficiency of funds in such machine.
- 32. The Account Holder's Responsibility:
  - (a) The Account Holder undertakes to be absolutely responsible for safeguarding its username, password and PIN. Under no circumstance shall the Account Holder disclose any of all of these to any unauthorised person.
  - (b) The Account Holder undertakes to ensure the secrecy of its PIN and password by not reproducing the same in any manner whatsoever either in writing or otherwise capable of making it known to persons other than those approved by the Account Holder.
  - (c) The Bank is expressly exempted from any liability arising from unauthorised access to the Account Holder's account and/or data as contained in the Bank's records via its services, which arises as a result of inability and/or otherwise of the Account Holder to safeguard his/her PIN, password and/or failure to log out of the system completely by allowing on screen display of its account information.
  - (d) The Bank is further relieved of any liability as regards breach of duty of secrecy arising out of the Account Holder's inability/failure to scrupulously observe and implement the provisions of the above clauses.
  - (e) The Account Holder's access code and password must be changed immediately it becomes known to any unauthorised person(s). The Account Holder is therefore under a duty to notify the Bank by contacting the Bank's customer care centre by telephone and in writing whenever its access code and/or password is suspected to be or has become known to unauthorised person(s).
  - (f) The Account Holder shall be responsible for any fraud, loss and/or liability to the Bank or third party arising from usage of the Account Holder's access code, password and/or PIN by either a third party or through other unauthorised access. Accordingly, the Bank shall not be responsible for any fraud that arises from usage of the Account Holder's access code, password and/or PIN.
  - (g) The Account Holder undertakes to ensure that its PIN is not one that can be easily guessed by anyone including but not limited to addresses, telephone numbers, anniversaries, birthdays, simple sequence numbers, etc.
- 33. Upon enrolling an Account Holder for the service, the Account Holder may be charged the applicable monthly fee and/or usage fee whether or not the Account Holder makes use of the service during the period in question.
- Under no circumstances 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 online or system failure, even if the Bank or its representatives thereof are advised of the possibility of such damage or losses.

- 35. The Account Holder acknowledges that alert and other information sent to or accessed by them contain confidential information and should such information be sent to a third party through no fault of Greenwich Merchant Bank Limited, the Bank shall not be held liable.
- 36. The Bank will not be liable for non-delivery or delayed delivery of alerts or emails, or for errors, losses or distortions in transmission of alerts and emails to the Account Holder. The Bank shall not be liable for non-receipt of alerts due to technical defects on the Account Holder's device or computer or any damage or loss incurred by the Account Holder as a result of causes not directly attributable to the Bank.
- 37. The Bank shall not be liable to the Account Holder, or to any third party for any drawing, transfer, remittance, disclosure, any activity, or incidence on the Account Holder's account, whether authorised by the Account Holder or not, provided that such drawing, transfer, remittance, disclosure, or any activity or incidence was the Account Holder authorised or made possible by the fact of the knowledge and/or use or manipulation of the Account Holder's password or otherwise by the Account Holder's negligence. The Account Holder hereby acknowledges that its password shall be known only to the Account Holder and kept secret at all times.
- 38. In the event of loss or theft of the device or compromise of the security of the email account, the Account Holder shall call the Bank's hotline: +234 (1) 6370000, or send email to customercare@greenwichbankgroup.com and notify the Bank in writing within 24 hours of the loss/theft of device or computer and or email/password compromise.
- The Bank in its absolute discretion and without prior notice can temporarily suspend any, or all of the services or terminate them completely.

#### **Declaration**

We hereby authorise and grant consent to the Bank to carry out the necessary checks on our Company at the various Bureaus and reference agencies and share our information with such Agencies. The Bank is discharged from any form of liability or damages made against the Bank by virtue of us granting this consent.

We authorise the Bank to debit our account with the applicable charges for legal search conducted on our account at the Corporate Affairs Commission or the relevant agency/authority.

#### **E-mail Indemnity**

The Account Holder hereby requests the Bank to act in accordance with any instructions, information or other communications provided to the Bank, which reasonably appear to have been furnished by the Account Holder on its behalf by email. This applies whether they are transmitted directly from a computer/device owned by the Account Holder or otherwise. This applies at any time, and in relation to any business or transactions, which the Account Holder may have with the Bank, or in which the Bank may be acting on its behalf or in accordance with its instructions.

The Account Holder acknowledges receipt of the following warning – The Bank cannot detect from inspection of e-mails whether the

original document from text or other content of any email (or any document or other file attached to an email) was forged, unauthorised, wrongfully altered, misused or whether any of the transmission details included in a received email such as the sender's name, the email address, the date or time of sending, server details or the route through which the email travelled are false.

Because of this, the Account Holder realises that the Bank cannot accept any liability for loss or damage to it, resulting from failure to detect such matters in any document or email furnished or appearing to have been furnished by it. The Bank requires the following indemnity before agreeing to the Account Holder's request.

The Account Holder acknowledges the Bank's warning and indemnifies the Bank against any actions, damages, costs, claims, demands or losses arising from the Bank acting in accordance with any document or email which appears to have been furnished by the Account Holder or on its behalf. This indemnity applies even if any such document or email was produced by or contains or has attached any forgery, lack of authority, wrongful alteration or other misuse of a document, text or file or any transmission details or information appearing on it are not genuine. This indemnity applies even if any such document or email was not in fact issued by the Account Holder or with its authority.

Authorit	y To O	pen an <i>l</i>	Account
----------	--------	-----------------	---------

We the undersigned hereby apply to open an account with Greenwich Merchant Bank Limited on behalf of

Company/Entity name).	

the basis for account opening, we therefore attest to the correctness of the information. We have read and understood all the Terms and Conditions governing the account and we agree to be bound by same.
Name of Director/Proprietor/Partner/Trustee
Signature and Date
Name of Director/Secretary/Partner/Trustee
Signature and Date

We understand that the information and documents provided are

FOR	OFFICIAL USE ONLY				
S/N	REQUIREMENTS	CHECKED	DEFERRED	WANTED	N/A
1.	Certificate of Incorporation/Registration				
2.	Board Resolution				
3.	Memorandum and Article of Association				
4.	Particulars of Directors				
5.	Particulars of Allotment of Shares				
6.	One (1) Passport-sized photograph of each Signatory				
7.	Introduction Letter (where applicable)				
8.	Residence Permit (for Non-Nigerian)				
9.	Evidence of Registration with NIPC (where applicable)				
10.	Evidence of Registration with SCUML (where applicable)				
11.	Search Report				
12.	Power of Attorney (where applicable)				
13.	Proof of Company Address				
14.	Proof of Identity of all Signatories, Directors and Beneficial Owners				
15.	Proof of Address of all Signatories, Directors and Beneficial Owners				
16.	Two (2) Satisfactory Reference Forms				
17.	Specimen Signature				
ther [	Documents (List please)	1	1	1	

Other Documents (List please)  1		·			
2					
3					
AUTHENTICATION FOR POLITI	ICALLY EXPO	DSED PERS	SONS		
Is the applicant a Politically Exposed Person?	Yes	No			
Is the applicant related to a Politically Exposed Pe	erson? If yes, state i	relationship		 	

FOR OFFICIAL USE ONLY	
ADDRESS VERIFICATION CARRIED OUT BY	
Staff ID Staff ID	Comment(s)
Surname	
First Name	
D D M M Y Y Y Y Signature  Date	
ACCOUNT OPENED BY	DEFERRAL /WAIVER OF DOCUMENTS (IF ANY) AUTHORISED BY
Staff ID Staff ID	Staff ID Staff ID
Surname	Surname
First Name	First Name
D D M M Y Y Y Y Signature  Date	D D M M Y Y Y Y Signature Date
ACCOUNT OPENING AUTHORISED/APPROVED BY	
Staff ID Staff ID	
Surname	First Name
Signature Date	
ACCOUNT DETAILS	
BRANCH BRANCH CODE	ACCOUNT NUMBER