

## 12. TERMS AND CONDITIONS FOR ACCOUNT HOLDER(S)

Please read this page carefully. It provides you with important information about your OmniBSIC (Ghana) Ltd (the Bank) Account.

### 1.0. THE BANK

The information on this page (and any further instructions and conditions that may be prescribed by the Bank from time to time) are the terms of the agreement between you and OmniBSIC (Ghana) Ltd; when you sign the account application form you accept these terms as binding on you.

### 2.0. THE ACCOUNT

2.1 We will assume full responsibility for the genuineness, correctness and validity of all endorsements appearing on all cheques, orders, bills, notes, negotiable instruments and receipts or others deposited in the account.

2.2. The Bank will not be responsible for any loss or damages for funds deposited with the Bank due to any future Government order, law, levy, moratorium, exchange restriction or any other cause beyond the Bank's control.

2.3. The account may be debited for any service charge that is set by the Bank from time to time. The Bank will be guided by the Ghana Association of Bankers' Code of Ethics by giving notice on tariff changes.

2.4. All notices or letters will be sent to the address supplied by me/us and will be considered duly delivered and received at the time it is delivered. Notice in the press or in the banking hall of any branch of the Bank will be deemed sufficient for this purpose.

2.5. The Bank will not be liable for funds handed over to members of its staff outside banking hours or outside the Bank's premises. **Any anomaly in the entries on Bank Statements must be brought to the attention of the Bank within a period of six(6) years of the date thereof. It is agreed that failure to give such notice absolves the Bank from all liabilities arising therefrom.** The Bank may exercise its general lien or any similar rights it is entitled to by law and without any notice whenever necessary, combine, consolidate all or any of my/our accounts with and liabilities to the Bank and set off or transfer any sum or sums standing to the credit of anyone or more of such accounts or any other credit.

2.6. It is understood that any funds received from or on behalf of myself/any of us, are to be placed to the credit of any account unless the Bank receives written instruction to the contrary.

2.7. I/We understand and agree that you may at your discretion and without giving any reason thereto decline to accept my/our Account application. I/We also understand that until such time you shall inform me/us in writing of the relevant Account number, no account relationship is established with you.

2.8. I/We understand and agree that the Account relationship is established solely with you and that all monies deposited shall be payable exclusively at a branch of the Bank.

2.9. I/We authorize the Bank to accept for safe keeping or for collection or for any other purpose any securities or other property deposited with the Bank or received from or on behalf of myself/any of us/all of us to release, deliver or give up any such securities or property so accepted against written instructions signed in the manner described above.

2.10. I/We agree that in the event that the Bank receives from myself/us ambiguous or conflicting instructions in connection with an Account the Bank may in its absolute discretion and without any liability act or decline to act as the Bank thinks fit.

2.11. I/We agree that these authorities shall be governed by and construed in accordance with the laws of Ghana and I/We hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Ghana.

### 3.0. CHEQUES (CURRENT ACCOUNT CUSTOMERS)

3.1. All cheques or other orders signed by me/us (or either or both of us if a joint account) will be honoured by the Bank and the account will be debited for such cheques whether such account be for the time being in

credit or overdrawn or may become overdrawn in consequences of such debit.

3.2. The Bank is under no obligation to honour any cheques drawn on my/our account or ATM withdrawals unless there are sufficient funds in the account to cover the value of the said cheques/ ATM withdrawal. Such cheques may be returned to me/us unpaid.

3.3. I/We ensure that my/our cheque book will be kept in a safe place to prevent unauthorized persons from gaining access to same and neglect of this precaution may be a ground for any consequential loss being charged to my/our account.

3.4. I/We will notify the Bank immediately if my/our cheque book is lost, gets missing or stolen. The Bank shall not be held liable for any unauthorized use of my/our cheque book where the loss or otherwise of same has not been duly notified to the Bank.

3.5. My/Our account will only be credited with the value of a cheque lodged with any of the Bank's branches after the requisite clearing period in accordance with the rule of clearing in force at the time of lodging the cheque.

3.6. The Bank may exercise its discretion in allowing withdrawals against uncleared cheques. Where the cheques are returned unpaid thereafter the Bank shall have the rights to hold on to the returned cheque and take further action it deems appropriate to recover the value of the cheque.

3.7. The Bank shall have the right whenever it deems appropriate to confirm the issuance of a cheque drawn on the current account failing which the cheque may be returned.

3.8. I/We will notify the Bank of our intention to stop any cheque(s) issued on my/our account. The Bank shall not be liable for paying a cheque in the event that the Bank has not received my/our written notification.

4.0. Overdrafts may be available to customers upon arrangement with the Bank. If no arrangements have been made with the Bank and the account becomes, overdrawn, the Bank may charge an extra fee and interest at the current rate for unauthorized borrowing. If the account does not have enough cleared funds to cover an amount the Bank may return the cheque unpaid.

### 5.0. PAYING INTEREST

I/We will be liable for the payment of interest charges at the rate fixed by the Bank from time to time for any sum(s) standing to the debit of the current account. The current account may also be debited for the Bank's usual banking charges, interest, commissions, etc'

### 6.0. TERMINATION OF AGREEMENT

Either party may terminate this agreement, at any time by notifying the other in writing. When terminating the agreement, the termination becomes effective only when any cheques and amounts carried on the account have been paid and all cheque Books issued are sent back to the Bank. Where the Bank is terminating the agreement and the account is overdrawn, I/We must pay all sums outstanding on the account, otherwise the Bank may take appropriate legal action for recovery.

### 7.0. JOINT HOLDERS

In addition to the foregoing, in the case of joint accounts, the following shall apply to one if the holders dies.

\* Any money for the time being standing to the credit of the joint account(s) may be held to the order of the survivor. \* Anything held by the Bank whether by way of security or for safe custody or any purpose whatsoever otherwise than for collection for the joint account (s) shall be held to the order of the survivor and the personal representatives of the deceased, acting jointly. Any liability incurred by joint account holders to the Bank in respect of instructions given (whether in the form of borrowing or otherwise) shall be joint and several.

### 8.0. DISCLAIMER CLAUSE.

The Bank disclaims any liability for any funds assets deposited by me/us which are subsequently found to have been derived from, illegal sources or activities.

### 9.0. DISCLOSURE OF ACCOUNT INFORMATION

The Bank will disclose details of your account operation notwithstanding the banker customer legal relationship where the bank's interest requires

disclosure or where it is customary for banks to provide such information or where the Bank is under legal obligation to do so.

10.0 AML Compliance

Pursuant to the Anti-Money Laundering Act 2008 (Act 749), the Bank may ascertain the source and usage of funds to protect both the Bank and Customer's interest. The Bank reserves the right to refuse a transaction where the source and/or the purpose could not be justified.

11. Authorization for information Enquiry

Customer authorizes the Bank to make any enquiries considered necessary in connection with this application to open account.

12. Notice of Changes in Personal Information                      Customer will notify the Bank of any changes in personal information and information about the business.

13. Authorization (US Citizen/Residents Only) Details of the accounts held by a customer deemed to be a US person(s) shall be provided to the

Internal Revenue Service of the United States of America as required by the Foreign Account Tax Compliance Act (FATCA) through Ghana Revenue Authority.

14. Complaints

All complaints must be lodged by a customer either by telephone or by letter or through email or in person in any of the bank branches. I/We the undersigned hereby request and authorize such one of (the "Bank'!) as you shall determine to open account(s) (each an "Account") in my name/our joint names and until written notice to the Bank to the contrary to debit such Account whether in credit or overdrawn with cheques drawn thereon, to act on any written instructions in any relation to the payment of standing orders, direct debits, the issue of drafts, mail and telegraphic transfers, purchases and sales of securities and foreign currencies and to act upon instructions to close any Account provided those cheques or instructions are signed by MYSELF/ANY ONE OF

US/ALL OF US TOGETHER. (Delete as necessary and print full names below).

Name\_\_\_\_\_Signature\_\_\_\_\_Date

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D

M

M

Y

Y

Y

Y

Name\_\_\_\_\_Signature\_\_\_\_\_Date

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