## **APPLICATION TO OPEN AN ACCOUNT**

PERSONAL AND SOLE PROPRIETORSHIP



## **ACCOUNT OPENING REQUIREMENTS – CURRENT / SAVINGS**

#### **Sole Proprietorship**

- a. Certificate of Registration.
- b. Form A or B (Registration of Business Names Act, 1962).
- c. Current year Business Renewal receipt (if certificate is more than 1 year).
- d. Two Passport size photographs.
- e. Acceptable form of valid identification:
  - i. Ghanaian Nationals (any of the following)
    - Passport
    - Driver's Licence
    - Voter's ID
    - SSNIT Biometric Card
  - ii. Non-Ghanaians (any of the following)
    - Passport
    - Resident Permit/Work Permit.
- f. Proof of Residential Address/Reference Letter (Any of the following):
  - i. A utility bill in customer's name not older than 6 months.
  - ii. Reference letter from an existing Ecobank customer with satisfactory account operation for at least 6 months (Use Reference Form).
  - iii. Tenancy Agreement.
  - iv. Ghana Post GPS co-ordinates.
  - v. Letter from a Person of Repute (e.g. a Senior Public Officer, Doctor, Lawyer, Head of School, Clergy, Imam, Senior Manager/Director/CEO of a renowned company).
  - vi. Letter of Introduction from Auditors, firm of Accountants or a Law Firm.

#### Junior Saver (Local Currency only)

All conditions apply for opening a savings account. The following additional information will be required:

- a. Completion of Junior Saver's Account Opening Form.
- b. Two Passport sized photographs each of the Trustee/s (Parent/s) and Junior (Beneficiary).
- c. Birth Certificate of Account Beneficiary.
- d. Acceptable form of valid identification for the Trustee(s):
  - i. Ghanaian Nationals (any of the following) for Signatories to the Account
    - Passport
    - Driver's Licence
    - Voter's ID
    - SSNIT Biometric Card.
  - ii. Non-Ghanaians (All of the following):
    - Passport
    - Resident Permit/Work Permit for Non-Ghanaians.

#### f. Proof of Residential Address of the trustee (Any of the following):

- i. A utility bill in customer's name not older than 6 months.
- ii. Reference letter from an existing Ecobank customer with satisfactory account operation for at least 6 months (Use Reference Form).
- iii. Tenancy Agreement.
- iv. Ghana Post GPS co-ordinates.
- v. Letter from a Person of Repute (e.g. a Senior Public Officer, Doctor, Lawyer, Head of School, Clergy, Imam, Senior Manager/Director/CEO of a renowned company).

NB: The Trustee must meet all account opening requirements for an individual, if He/She is not an existing customer.

#### Individual / Joint

- a. Two Passport size photographs.
- b. Acceptable form of valid identification:
  - i. **Ghanaian Nationals** (any of the following) for all Signatories to the account:
    - Passport
    - Driver's Licence
    - Voter's ID
    - SSNIT Biometric Card.
  - ii. Non-Ghanaians (any of the following)
    - Passport
    - Resident Permit/Work Permit.
- d. Proof of Residential Address/Reference Letter (Any of the following):
  - i. A utility bill in customer's name not older than 6 months.
  - ii. Reference letter from an existing Ecobank customer with satisfactory account operation for at least 6 months (use Reference Form).
  - iii. Tenancy Agreement.
  - iv. Employer's Letter of Introduction indicating residential address of prospective customer (on Company's Letterhead).
  - v. Ghana Post GPS co-ordinates.
  - vi. Letter from a Person of Repute (e.g. a Senior Public Officer, Doctor, Lawyer, Head of School, Clergy, Imam, Senior Manager/Director/CEO of a renowned company).

#### Student

- a. Two Passport size photographs.
- b. Acceptable form of valid identification:
  - i. Ghanaian Students (any of the following):
    - Passport
    - Student ID Card
    - Driver's Licence
    - Voter's ID
    - SSNIT Biometric Card.
  - ii. Foreign Students (any of the following):
    - Passport
    - Resident Permit for non Ghanaians
- c. Completion of Student Account Declaration Forms.
- d. Proof of Residential Address/Reference Letter (Any of the following):
  - i. Resident Students

Admission Letter or Letter of Introduction from an accredited educational Institution.

#### ii. Non-Resident Students

Admission Letter or Letter of Introduction from an accredited educational institution and any of the following:

- A utility bill in customer's name not older than 6 months.
- Reference letter from an existing Ecobank customer with satisfactory account operation for at least 6 months (use Reference Form).
- Tenancy Agreement.
- Ghana Post GPS co-ordinates.
- Letter from a Person of Repute (e.g. a Senior Public Officer, Doctor, Lawyer, Head of School, Clergy, Imam, Senior Manager/ Director/CEO of a renowned company).

FOR OFFICIAL USE ONLY	
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AFFIX RECENT PASSPORT PHOTOGRAPH HERE

PLEASE READ CAREFULLY AND COMPLETE ALL RELEVANT SECTIONS. SHOULD YOU HAVE ANY QUESTIONS A MEMBER OF STAFF WILL BE HAPPY TO ASSIST YOU. THIS FORM SHOULD BE COMPLETED IN BLOCK LETTERS AND TICK WHERE APPLICABLE. \*\*PLEASE READ BOTH GLOBAL ACCOUNTS TERMS AND CONDITIONS AND ONLINE BANKING SERVICES TERMS AND CONDITIONS BEFORE FILLING THIS FORM.

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### **GLOBAL TERMS AND CONDITIONS**

PLEASE READ THIS PAGE CAREFULLY. IT PROVIDES YOU WITH IMPORTANT INFORMATION ABOUT YOUR ECOBANK ACCOUNT(S).

#### 1. TERMS/SCOPE

The information contained on this page together with any further instructions and conditions that may be prescribed by the bank from time to time shall constitute the terms of the agreement between the customer and Ecobank. When this application form has been signed, it will be deemed to have been accepted as binding on the customer and the Ecobank representative office or affiliate where the account is held.

These conditions apply to each account opened under the Account Opening Form or in any other acceptable manner.

These conditions are supplemented and / or amended for Accounts held in certain countries or territories by local conditions (the "Local Conditions"), which will be supplied to the Customer by Ecobank and will be binding on the Customer and Ecobank. If there is a conflict between these conditions and any Local Conditions, the Local Conditions prevail; and if there is a conflict between these conditions or any Local Conditions and any agreement relating to a service or product provided to the Customer (a "Service"), that agreement prevails.

The Customer will provide to Ecobank all documents and other information reasonably required by it in relation to any Account or any Service.

#### 2 THE ACCOUNT

The Customer shall assume full responsibility for the genuineness, correctness and validity of all endorsements appearing on all cheques, orders, bills, notes, negotiable instruments, receipts or other instructions deposited into the account. The Bank will not be responsible for any loss of funds deposited with it arising from any future Government order, law, levy, tax, embargo, moratorium, exchange restriction or any other cause beyond its control.

Your account shall be debited for any service charge that is set by the Bank from time to time. All notices or letters will be sent to the physical, postal or electronic address supplied by you and will be considered duly delivered and received at the time it is delivered or seven days after posting. The Bank will not be liable for funds handed over to members of its staff other than the Cashiers/Tellers in the Bank's premises with the appropriate deposit slip.

#### 3. CHEQUES

The Bank is under no obligation to honour any cheque drawn on the account unless there are sufficient funds in the account to cover the value of the said cheques and such cheques may be returned unpaid.

All cheques or other orders signed by you (or either or both of you if a joint account) will be processed by the Bank and your account will be debited for such cheques whether such account is for the time being in credit or overdrawn or may become over-drawn in consequence of such debit.

The Bank may exercise its discretion in allowing withdrawals against uncleared cheque(s) where the cheques are returned unpaid thereafter, the Bank shall have the right to hold on to the returned cheque and take further action it deems appropriate to recover the value of the withdrawal from you. "Ecobank is under no obligation to confirm cheques issued by its customers to third parties. Ecobank will however, when deemed necessary and at its own discretion, contact customers to validate the authenticity of an instrument presented for payment."

You must ensure that your cheque book is kept in a safe place to prevent unauthorized persons from gaining access to same as failure to do this, may be a ground for any consequential loss being charged to your account. If your cheque book gets lost, missing or stolen you must notify the Bank immediately.

The Bank shall not be held liable for any unauthorized use of your cheque book where the loss or otherwise of same was not reported immediately. Ecobank may supply cheque, payments instruments and related materials to the Customer and the Customer will make reasonable efforts to avoid any fraud, loss, theft, misuse or dishonor in respect of them. The Customer will promptly notify Ecobank in writing of the loss or theft of any or payment instrument and will return to Ecobank or destroy any unused payment instruments and related materials when the relevant Account is closed.

#### 4. OVERDRAWN ACCOUNTS

Overdraft may be available to customers upon arrangement with the Bank. If you do not have such arrangement, the Bank may in its discretion, nonetheless honour a cheque even though such account may become overdrawn in consequence. In such a case, the Customer agrees to repay the overdraft within 7 days, and bear the extra fee and interest at our current rate for unauthorized borrowing for the period that the account remains in debit. If your account does not have enough cleared funds to cover an amount you want to draw, we reserve the right to return your cheque unpaid.

The Bank reserves the right to use credit balances on your current account (s) to offset any outstanding exposures on any of your accounts.

#### 5. STATEMENTS AND ADVICES

Statements and Advices can be delivered to the Customer either physically, by post or electronically (e-statements or e-Alerts). Where requested, the Bank may provide electronic Statements or SMS-Alerts or other similar service to provide information on transactions. The service is provided 'as available' and without any warranty of fitness for a specific purpose. We do not warrant that this service will always be uninterrupted,

or that any information provided is accurate and current as at the time it is received. The Bank disclaims responsibility for the service provided by any network provider.

Irrespective of the channel used to deliver the statement or advice, the Customer will notify Ecobank in writing of anything incorrect in a statement or advice promptly and in any case within thirty (30) days from the date on which the statement or advice is sent to the Customer.

Any anomaly in the entries on your Bank statement must be brought to the attention of the Bank within 30 days of the date thereof and you agree that failure to give such notice absolves the Bank from all liabilities arising thereof. The Bank may exercise its general lien or any similar right it is entitled to including the right to combine and consolidate all or any of the Customer's accounts with the Bank, and the right to set off or transfer any sum or sums standing to the credit of anyone or more of such accounts against liabilities in any other account.

#### 6. INSTRUCTIONS

Ecobank may rely on the authority of each person designated (in a form acceptable to Ecobank) by the Customer to send instructions or do any other thing until Ecobank has received written notice or other notice acceptable to it of any change from a duly authorized person and Ecobank has had a reasonable time to act (after which time it may rely on the change).

Each Customer and Ecobank will comply with certain agreed security procedures (the "Procedures") designed to verify the origination of instructions between them such as enquiries, advices and instructions.

Ecobank is not obliged to do anything other than what is contained in the Procedures to establish the authority or identity of the person sending an Instruction. Ecobank is not responsible for errors or omissions made by the Customer or the duplication of any Instruction by the Customer and may act on any Instruction by reference to an account number only, even if an account name is provided. Ecobank may act on an Instruction if it reasonably believes it contains sufficient information.

Ecobank may decide not to act on an Instruction where it reasonably doubts its contents, authorization, origination or compliance with the Procedures and will promptly notify the Customer (by telephone if appropriate) of its decision. If the Customer informs Ecobank that it wishes to recall, cancel or amend an Instruction, Ecobank will use its reasonable efforts to comply.

If Ecobank acts on any Instruction sent by any means requiring manual intervention (such as telephone, telex, telefax, electronic mail or disks sent by messenger) then, if Ecobank complies with the Procedures, the Customer will be responsible for any loss Ecobank may incur in connection with that Instruction.

#### 7. SHARING OF INFORMATION

Ecobank will treat information relating to the Customer as confidential, but (unless consent is prohibited by law) the Customer consents to the transfer and disclosure by Ecobank of any information relating to the Customer to and between the representative offices, affiliates and agents of Ecobank and third parties selected by any of them, whenever situated, for confidential use (including in connection with the provision of any Service and for data processing, statistical and risk analysis purposes).

Ecobank and any representative office, affiliate, agent or third party may transfer and disclose any such information as required by any law, court, regulator or legal process.

#### 8. ELECTRONIC MONITORING OR RECORDING

The Customer and Ecobank consent to telephonic or electronic monitoring or recording for security and quality of service purposes and agree that either may produce telephonic recording or computer records as evidence in any proceedings brought in connection with these conditions or any local conditions.

#### 9. CHANGE OF MANDATE

The customer must notify the Bank immediately of any change in the address of customer or trustee(s). Any modification of change in the authorized signatory/ signatories must be signed in accordance with the existing mandate.

#### 10. TERMINATION

Either party may terminate this agreement at any time (but subject to any legal requirement as to notice) by notifying the other in writing. On closure of an Account, the termination becomes effective after any cheque drawn on the account or outstanding on it have been paid; all cheque books and cards issued to you have been sent back to the Bank; and all information and equipments supplied by Ecobank have been returned to the Bank.

Where the Bank is terminating the agreement and your account is overdrawn, you must pay all sums outstanding on the account otherwise the Bank may take appropriate legal action for recovery. All mandatory documentation should be completed by the Customer within three (3) months of opening the account. If you do not provide the required document within three (3) months, the account will be automatically closed after prior notice to you.

#### 11. JURISDICTION

In relation to any account these conditions and the relevant Local conditions are governed by the law of the country or territory in which that account is held.

#### 12. DISCLAIMER CLAUSE

The bank disclaims liability for any funds / assets deposited by you which are subsequently found to have derived from illegal source of activities. You confirm that the funds/assets deposited are not derived from any illegal source or activities.

#### 13. INTEREST, FEES AND OTHER AMOUNTS

You will be liable for the payment of interest charges at the rate fixed by the Bank from time to time for any outstanding debit on your current account. Your current account may also be debited for the Bank's usual banking charges, interest, commission, etc. Unless otherwise agreed, Ecobank may modify at any time the rate of interest, fees or other amount applicable to any Account or Service (but subject to any legal requirement as to notice).

#### 14. FORCE MAJEURE

Neither the Customer nor Ecobank will be responsible for any failure to perform any of its obligations with respect to any Account if such performance would result in it being in breach of any law, regulation or other requirement of any government or other authority in accordance with which it is required to act or if its performance is prevented, hindered or delayed by a Force Majeure Event; in such case its obligations will be suspended, for so long as the force Majeure Event continues (and, in the case of Ecobank, no other representative office or affiliate shall become liable)." Force Majeure Event" means any event due to any cause beyond the reasonable control of the relevant party, such as restrictions on convertibility or transferability, requisition, involuntary transfers, unavailability of any system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government.

#### 15. ATM CARD

You can use your card to access funds at any ATM worldwide that displays the visa sign or any other payment company and to pay for charges incurred by the Merchant. The Merchant reserves the right at any time to refuse to permit the use of the card at the outlet for any reason whatsoever.

You must sign the card as soon as you receive it and follow any relevant instructions that we give. You can use your card if you have adequate funds in your account. Limits and restrictions may vary for each ATM and Merchants. The Bank will not be liable for any losses this may cause you. We will convert all overseas transactions into Ghana Cedis currency using the prevailing exchange rate and will factor in a percentage commission on the amount of the transaction. The exchange rate we use may not be the same as the rate when the transaction was completed.

If we have good reason, we may:

- a) Refuse to approve a transaction
- b) Cancel or suspend your right to use the card for any or all purposes; or refuse to replace any card without prior notice to you.
- c) Limit number or frequency of transactions within any period.

We will credit your account with a refund for a transaction if the retailer asks us to or if you notify us that a transaction with retailer has been incorrectly debited to your account. You cannot use a claim you may have against someone else to make the claim against us, or refuse to pay us, unless you have a legal right to do so. You cannot transfer any rights of action against us to anyone else.

# ONLINE BANKING SERVICES TERMS AND CONDITIONS

PLEASE READ THIS PAGE CAREFULLY. IT PROVIDES YOU WITH IMPORTANT INFORMATION ABOUT YOUR ECOBANK ACCOUNT(S).

#### 1. PURPOSI

The purpose of these general terms and conditions is to regulate the modalities for accessing and operating the online banking services provided by Ecobank (Ecobank Online Banking Services).

Through Ecobank Online Banking Services the Customer may access some information and carry out some transactions as indicated herein, from his Ecobank Private Data Storage Space.

Ecobank Online Banking Services include the following services, as detailed under article 5:

- Online inquiries on any account(s) held by the Customer at Ecobank and associated service(s).
- Online management of any account(s) held by the Customer at Ecobank and associated service(s);
- Other services.

Ecobank Online Banking Services is governed by these terms and conditions, especially with respect to security and, if need be, to directives provided in the Customer's Ecobank Private Data Storage Space or directly issued to the Customer as and when required.

Ecobank reserves the right to reject or not to act on any request for a product, service or Ecobank Online Banking Services transaction, without having to give any reason for such refusal and/or provide any justification thereof.

#### 2. CONTRACTUAL DOCUMENTS

Ecobank Online Banking Services are governed by these general terms and conditions which are known to the Customer as hereby confirmed by him, and which he accepts

without any reservation.

The contract terms and conditions applicable to the Customer's account(s) shall remain in force. Where there is conflict between different applicable contract documents, the terms and conditions governing the account shall prevail.

These general terms and conditions shall be accepted by the Customer through his signing of an account opening form including this option, or the form especially designed for subscription to Ecobank Online Banking Services.

Ecobank reserves the right to reject or not to act on any subscription request to Ecobank Online Banking Services, without having to give any reason and/or justification thereof.

#### 3. UPDATING OF THE CUSTOMER'S DATA

The Customer undertakes to inform Ecobank of any changes in his personal data throughout the duration of the contract. The Customer's contact information may be updated by the Customer from his Ecobank Private Data Storage Space. The other personal information cannot be modified from the Customer's Ecobank Private Data Storage Space (especially civil status data); any modification in this respect must be made at the Customer's Ecobank branch office.

The Customer may modify his Secure Access image as well as his Secure Access message from his Ecobank Private Data Storage Space.

3.1 The Customer undertakes to inform Ecobank if he detects a web site which attempts to counterfeit Ecobank Online Banking Services.

#### 4. ACCESS TO ECOBANK ONLINE BANKING SERVICES

Ecobank Online Banking Services can only be accessed by connection through www. ecobank.com website. The Customer cannot connect from any other address.

Ecobank Online Banking Services are made secure by end-to-end encryption of data transmission through 128 bits SSL protocol. The Customer must ensure that when connecting, the mention of « https » and a padlock are displayed in his browser tool bar.

In the event of changes in the Ecobank Web site address, Ecobank shall inform the Customer through his Ecobank Private Data Storage Space. Such information will never be communicated by phone.

Ecobank will devote its best efforts to ensure that Ecobank Online Banking Services operate in normal and satisfactory conditions of security, by putting in place appropriate technical and organisational means. However Ecobank cannot, in view of maintenance requirements and incidents which may arise, guarantee an uninterrupted functioning of the Ecobank Online Banking Services.

- 4.1 Connection to the Customer's Ecobank Private Data Storage Space, must necessarily go through the following stages, whereby the Customer's identity can be confirmed:
  - 1. The Customer supplies his username;
- 2. The Customer checks his Secure Access Image and Secure Access Message and supplies his password. The Customer cannot access his Ecobank Private Data Storage Space through any other procedure.

In case of change in the connexion process to Ecobank Online Banking Services, Ecobank shall inform the Customer by e-mail. Such information shall never be communicated by phone.

Access to the Customer's Ecobank Private Data Storage Space is strictly reserved for the Customer. The Customer guarantees the confidentiality of his username and Personal Security Package, and forbids their use by anybody else. The Customer must ensure that the keyboarding and checking processes of his username and Personal Security Package are carried out in perfect conditions of confidentiality and security.

Ecobank reserves the right to restrict access to the Customer's Ecobank Private Data Storage Space for some operations (i.e. access to accounts data) when security risks are detected

4.2 Theft, loss, forgetting or diversion of the username and/or the Personal Security Package of the Customer. The Customer must immediately inform Ecobank by phone, e-mail, fax, report to an Ecobank branch office, in case of theft, loss, forgetting or diversion of his username or Personal Security Package.

Ecobank shall deny access to the Customer's Ecobank Private Data Storage Space and shall indicate by e-mail to the Customer what procedure to follow to renew his Personal Security Package.

#### 5. OPERATING RULES OF THE ECOBANK ONLINE BANK SERVICES

#### **5.1 GENERAL RULES**

Orders and requests for services passed on a working day by the Customer from his Customer's Ecobank Private Data Storage Space are deemed to be received by Ecobank on the same day. However any order or request for services passed on a non-working day or after the Ecobank closing hours shall be deemed to have been received by Ecobank on the following working day.

Orders and requests for services are executed by Ecobank in the terms and time provided for in the applicable agreements, completed by these general terms and conditions and the directives indicated to the Customer by Ecobank. Ecobank also reserves the right not to act upon any order or request for services, especially in case of insufficient funds, for security reasons or when there is a suspicion that the requested operation might not be authorized or might be fraudulent.

#### 5.2 SPECIFIC RULES APPLICABLE TO ENQUIRY AND INFORMATION SERVICES

The Customer may carry out the following operations through the Ecobank Online

Banking Services, in the conditions specified below:

- Display the details of his deposit accounts(s) or term deposit account(s) if need be, and especially use limits, balances, real time movements on the account(s) except for operations in process;
- Display the statements of accounts:

The Customer may display on his Ecobank Private Data Storage Space the statements of accounts as they may be available in hard copy in Ecobank branch offices.

- Download statements on a specific period:

The Customer may download his statements of accounts for a specific period chosen by him under the available formats as indicated on his Ecobank Private Data Storage Space. To this end, the Customer must comply with the directives displayed on his Ecobank Private Data Storage Space.

- Monitor the processing of a cheque:

From his Ecobank Private Data Storage Space, the Customer can check if a cheque issued by him is in the process of being cashed , has been cashed, or if payment has been stopped.

- Monitor the operations in process:

From his Ecobank Private Data Storage Space, the Customer can review the nature and status of the operations in process.

- Display the details of his loan(s) if necessary, especially the amount of the loan, and the repayment terms and amounts.

Information displayed on the Customer's Ecobank Private Data Storage Space may be temporary. Accessible information on Customer's Ecobank Private Data Storage Space is provided for information. Only hard copy statements available in Ecobank branch offices are final.

#### 5.3 SPECIFIC RULES APPLICABLE TO OPERATION EXECUTION SERVICES

The Customer may carry out the following operations through Ecobank Online Banking Services in the terms specified below.

- Bank transfers:

The Customer is entitled to request for occasional or permanent transfers as follows:

- 1. Own accounts transfers (among Ecobank bank accounts owned by the Customer);
- 2. Transfers within Ecobank (to other customers' Ecobank accounts);
- Transfers to other in-country banks (to the Customer's or to other customers' accounts held at other in-country banks);
- 4. International transfers (to the Customer's or to other customers' accounts held at banks outside the country).

Such transfer orders may only be given from the account(s) displayed in the Customer's Ecobank Private Data Storage Space (excluding accounts from which funds transfers are impossible). Customer may register some beneficiaries in his Ecobank Private Data Storage Space in accordance with the procedure indicated in the Customer's Ecobank Private Data Storage Space or at the Customer's Ecobank branch office.

Transfers are limited in terms of unit amounts per transfer, and/or in cumulated amounts per period (day, week and/or month), in accordance with regulations in force and Ecobank policies. These limits are displayed in the Customer's Ecobank Private Data Storage Space. Ecobank reserves the right to modify these limits for reasons relating to regulations, internal policies, security, or on request by the Customer with acceptance by Ecobank.

Transfers are ordered by the Customer as indicated in the Customer's Ecobank Private Data Storage Space. Transmission of transfer orders as indicated under this section is deemed to have the Customer's consent to the execution of these operations, whereby they may be charged to the account(s)/loan(s) of the Customer, as the case may be. The Customer's consent to such transfer orders makes these transfers irrevocable. The Customer must ensure that his transfer orders are accepted by Ecobank, using the monitoring functions provided in his Ecobank Private Data Storage Space.

Transfer orders are executed in compliance with directives given by the Customer in his Ecobank Private Data Storage Space, with respect to the account to be debited, the account to be credited and the amount of the operation. Sensitive operations are subjected to additional authentication and security in the form of a one-time password (OTP). Sensitive operations are making one-off payments and adding and changing beneficiaries. OTP is transmitted to the Customer by e-mail and is valid for a 15-minute time period. If the Customer does not use the OTP within this time period, he must go through the procedure again from the beginning.

Ecobank reserves the right, anytime and without notice, to:

- · Adjust the duration of validity of the OTP,
- Impose OTP on operations, other than listed above, Ecobank deems sensitive or risky,
- Amend or increase authentication and security measures on operations Ecobank deems sensitive or risky.
- Stop payment of a cheque and cancel such stop if need be:

The Customer may stop payment of a cheque and cancel such stop from his Ecobank Private Data Storage Space. To do this, he must comply with the directives displayed in his Ecobank Private Data Storage Space.

- Request for changes in his loan(s) repayment terms and conditions may be necessary: The Customer may request for changes in his outstanding loan(s) repayment terms and conditions.

To do this, he must comply with the directives indicated in his Ecobank Private Data Storage Space.

- Open a term deposit account (TD account):

The Customer may request for the opening of a term deposit account (TD account) in his name from his Ecobank Private Data Storage Space. To do this, he must comply with the directives indicated in his Ecobank Private Data Storage Space.

The Customer is aware that the provision of services indicated under this article 5.3 may require the Customer to supply his Ecobank branch office with additional information and documents (for example, information on transfers); this is deemed accepted by the Customer

#### **5.4 RULES SPECIFIC TO THE OTHER SERVICES**

The Customer may carry out the following operations with Ecobank Online Banking Services, in the terms and conditions detailed below:

- Change his password:

The Customer may modify his password at any time from his Ecobank Private Data Storage Space. To do this, he must comply with the directives indicated in his Ecobank Private Data Storage Space.

 Contact Ecobank Customer Services and receive messages and notifications from Ecobank, through the Ecobank dedicated electronic message transmission services.

Ecobank electronic message transmission service is reserved for transmissions between Ecobank and the Customer. This message service has an unlimited storage capacity. Messages sent to trash are definitively suppressed.

- Install an anti-virus on the Customer's computer:

Ecobank provides free of charge to the Customer an anti-virus developed and distributed by a third party editor. The installation and use of this antivirus are subjected to conditions fixed by this editor. Ecobank shall not be held liable for any guarantee, obligation nor any responsibility for any reason whatsoever towards the Customer, in matters relating to the installation, use, uninstallation, updating, or any other use, or even the defects of this antivirus.

- Define preferences for display and personalization for his Ecobank Private Data Storage Space in accordance with the indications given in his Ecobank Private Data Storage Space;
- Define alerts:

The customer is alerted about certain events, as especially the subscription to Ecobank Online Banking Services, the allocation of his password, the change of his password, or the additional security code for transfer transactions. These alerts shall be sent to the Customer via e-mail.

- Request for cheque books:

The Customer may request for cheque books from his Ecobank Private Data Storage Space. To do this, he must follow the directives indicated in his Ecobank Private Data Storage Space.

- Make inquiries on exchange rates: At any time, the Customer may make inquiries on any exchange rate at Ecobank from his Ecobank Private Data Storage Space. To do this, he must comply with the directives given in his Ecobank Private Data Storage Space. This service is provided for information only. Exchange rates inquiries do not commit Ecobank in respect of the effective application of this exchange rate at the time of a currency transaction by the Customer, nor the cost of a currency transaction made by the Customer at Ecobank.
- Update personal information: The Customer may make changes to some of his personal information (mobile phone number, email address) from his Ecobank Private Data Storage Space. To do this, he must comply with the directives indicated in his Ecobank Private Data Storage Space.
- Review and download forms and these general terms and conditions.

## 6. EVIDENCE OF OPERATIONS EXECUTED BY THE ECOBANK ONLINE BANKING SERVICES AND ARCHIVING

#### 6.1 EVIDENCE

The Customer accepts that the recording of telephone conversations and electronic communications by Ecobank of orders, requests and operations passed and made through the Customer's Private Data Storage Space and the electronic message transmission service which can be accessed through the Customer's Ecobank Private Data Storage Space shall be considered as evidence of the said orders, requests and operations.

#### 6.2 ARCHIVING

- With respect to orders for operations and requests for services passed by the Customer through his Ecobank Private Data Storage Space:

Ecobank keeps the records of orders and request for operations and services passed or made by the Customer, according to the legal period in force. Ecobank may supply such data to the Customer upon his request , as per the current rates.

- With respect to information and documents available in his Ecobank Private Data Storage Space.

Ecobank provides the Customer, in its Ecobank Private Data Storage Space with information and documents listed under article 5.2 above, which are generated as from the opening of the Ecobank Private Data Storage Space. These information and documents remain accessible to the Customer in his Ecobank Private Data Storage Space throughout the duration of his subscription to the Ecobank Online Banking Services.

The Customer is hereby reminded that the denial of access to his Ecobank Private Data

Storage Space entails the temporary or permanent inaccessibility of all the information displayed in the Customer's Ecobank Private Data Storage Space; and furthermore, that the termination of subscription to Ecobank Online Banking Services entails the definitive inaccessibility of these data. It is therefore recommended to Customers to carry out periodic back-up operations of information and documents displayed on their Ecobank Private Data Storage Space, using archiving back-up controlled and kept by themselves, so that no information or documents would be lost in the event of a denial of access to their Ecobank Private Data Storage Space. Customers are also reminded that these archives must be kept in perfect conditions of security and confidentiality.

#### 7. FINANCIAL TERMS AND CONDITIONS

Ecobank Online Services are provided free of charge. However, Ecobank reserves the right to request payment for access to its Online Banking Services. In this case, article 10.2 shall apply. Transactions made through Ecobank Online Banking Services are subjected to financial terms and conditions arising from applicable agreements in force.

#### 8. PROCESSING OF PERSONAL DATA

Ecobank processes Customers' personal data to operate Ecobank Online Banking. To this end, Ecobank may have to communicate to its partners some Customers' personal data to provide these services, excluding any other use (especially advertising activities). Ecobank takes all necessary actions to ensure the confidentiality, security and integrity of Customers' data.

Every Customer may obtain information on the processing of data concerning him, at his Ecobank branch office.

Ecobank may have to contact a Customer for proposals on new products or services, through the personal contact information he provided for Ecobank Online Banking Services. The Customer may oppose this practice by contacting his Ecobank branch office.

#### 9. LIABILITY

#### 9.1 CUSTOMER'S LIABILITY

Each Customer is responsible for the transmission of exact, appropriate and complete information to Ecobank, and their update at regular intervals.

Each Customer is responsible for any consequence resulting from wrong manipulation attributable to him or to faulty transmission.

Each Customer is fully responsible for the use and safe keeping of his username and Personal Data Package, as well as for the consequences of their disclosure to anyone.

Each Customer shall bear responsibility for any prejudice which may arise from connection to the Ecobank Online Banking Services web site through another address and/or another procedure than those indicated in these general terms and conditions, which, inter alia, might lead to a site operated by a malicious third party seeking to divert the Customer's bank data.

Each Customer declares that he knows the risks inherent to the use of online banking services (risks relating to data security, diversion, misappropriation of funds, misuse, etc.) and further declares that he fully accepts to assume the consequences of such risks.

#### 9.2 ECOBANK'S LIABILITY

Ecobank will make its best efforts to process orders passed by the Customer in conditions which are appropriate to ensure a normal service level.

However, Ecobank is not responsible for data transmission. Ecobank shall not be liable for any keying error by the Customer which might especially result in the non-reception of information by the Customer, or in a faulty execution of an operation by Ecobank.

Ecobank does not guarantee the operating security of the network, nor shall Ecobank be held liable for the consequences of any error made by the Customer or any malfunctioning systems or equipment used by the Customer which are out of the control of Ecobank.

Ecobank shall not be liable for the consequences of the use of the username and/or Personal Security Package of a Customer by a third party, including but not limited to cases of fraudulent or unauthorized use resulting from the divulging of the Customer's username and/or Personal Security Package to a third party and unauthorized orders on the Customer's account resulting from fraudulent acquisition of the Customer's username and/or Personal Security Package.

Ecobank shall not be liable for any consequence of the Customer's lack of information on any changes made to his personal data, in particular to his personal contact data (i.e. lack of information on changes made to his address resulting in non reception by the Customer of a notification sent by Ecobank; communication of a wrong mobile phone number, resulting in non reception by the Customer of a security code necessary for the processing of a transaction, etc.).

Ecobank will not be held liable in the event a message is not received or sent by the Customer as a result of an excess use of the message service provided to the Customer on his Ecobank Private Data Storage Space.

Ecobank shall not be liable for the consequences to the Customer of the interruption of the Ecobank Online Banking Services, in which case the Customer may request information from his Ecobank branch office.

More generally, Ecobank is not liable in cases of damages attributable to the Customer, a third party or to Force Majeure. Ecobank shall not be responsible in cases of indirect damages, including in particular, any loss of data, claim from a third party, loss of image or reputation, etc. In any case, the responsibility of Ecobank is limited to the lesser of:

a) the amount of the operation for which its liability is called into question; or b) up to a maximum limit of an equivalent amount of Five Thousand United States Dollars (US\$5,000).

It is hereby reiterated that Ecobank shall not be liable in cases of malfunctioning of the antivirus provided to the Customer.

## 10. DURATION, TERMINATION AND MODIFICATION OF THE ECOBANK ONLINE BANKING SERVICES

#### 10.1 DURATION, ACCESS DENIAL AND TERMINATION

The duration of the subscription to Ecobank Online Banking Services is indefinite. Each party may terminate it with a one month notice sent to the other party by registered mail with a request for acknowledgement of receipt.

The closing of all the accounts and loans held or contracted by the Customer with Ecobank entails ipso facto the immediate termination of his Subscription to Ecobank Online Banking Services, without any further judicial recourse nor formalities.

Ecobank reserves the right to deny access to the Customer's Ecobank Private Data Storage Space:

After three attempts to connect with wrong data; After an idle period exceeding three months; In case of unauthorised access, or where

Ecobank suspects an unauthorized or fraudulent access to the Customer's Ecobank Private Data Storage Space;

When the Customer has died;

For security reasons;

If necessary, Ecobank shall inform the Customer accordingly, and indicate to him any action to be taken after the denial of access (termination or re-activation) within a reasonable time.

Furthermore, Ecobank may terminate Ecobank Online Banking Services in case of default by the Customer, in particular and without limitations, in case of:

- Non payment of subscription fees;
- Insufficientfunds:

Non compliance with security measures and directives, especially with respect to the confidentiality of usernames and Personal Data Packages;

- Requests for irregular transactions;
- Suspicion of money laundering or terrorism financing;
- Attachment of the account(s);
- Unreasonable or non compliant use of the Ecobank message services;
- Termination of the operating of the Ecobank Online Banking Services for any reason whatsoever and especially for security reasons;

Ecobank informs the Customer of the effective date of the termination which may be immediate, and of any cause of the termination, except where some imperative security reason is an obstacle to the disclosure of the cause of the termination.

The termination of subscription to Ecobank Online Banking Services entails the immediate denial of access to the Customer's Ecobank Private Data Storage Space and the definitive inaccessibility of all the information in his Ecobank Private Data Storage Space.

#### 10.2 MODIFICATION

The Customer may request for modifications on the Ecobank Online Banking Services, in particular with respect to the list of accounts. These modifications shall take effect immediately after acceptance by Ecobank. In the event of their rejection, the Customer shall be informed by e-mail.

The Ecobank Online Banking Services and their operating terms and conditions may be subjected to further developments. The Customer shall be informed of such developments at least two weeks before such modifications take effect. In the event of their rejection by the Customer, his subscription to the Ecobank Online Banking Services shall be terminated as provided under article 10.1.

#### 11. GOVERNING LAW AND COMPETENT COURTS

These general terms and conditions shall be governed by the laws of Ghana. Any dispute arising from the operation of the Ecobank Online Banking Services shall be submitted to the competent courts in Ghana.

#### 12. DEFINITION

In this agreement, the following words shall have the meanings ascribed to them: "Password" means the Online Banking Personal Identification Number or Secret Number chosen by you (or if you do not elect to change it, the initial Secret Number given to you) that is used to confirm your identity whenever you use the Service.

"Security Codes" means the user identification code (including Secure Access Image and Secure Access Message) with the Password details agreed between you and us that are used to identify you whenever you use the Service.

"Ecobank Online Banking Service" means the services provided by us which enable you to obtain information from us and give instructions to us by computer, telephone, mobile telephone, personal digital assistant or other device linked to our system by any means (among other things). Online Banking services is defined as Internet Banking Services

and Ecobank Mobile Banking Services.

"Eligible Accounts" means your accounts with us that you are authorized to access by using Ecobank Online Banking Service.

"Service Software" means any software supplied to you whenever you access the Online Banking services and any other software we supply to you for the purpose of accessing or securing the Service from time to time.

"Ecobank Group" means collectively Ecobank Transnational Incorporated, Togo and all its subsidiary banks and companies wherever located.

"User Guide" means the Information Guide, the technical supplement and all customer guides, manuals, help texts or similar documents (whether in hard copy or electronic form) issued by us in relation to the Ecobank Online Banking Service, and includes any modification thereto by it, as may be issued from time to time.

"Statement" means bank statement, contract or translation note, confirmation notice for Investment services, or any of these or similar documentation, as applicable, depending on the service.

"We/us/our/Bank" refer to Ecobank Transnational Incorporated (ETI), a Public Limited Liability Company, having its registered office at 2365, Boulevard du Mono, Lome (Togo), registered with the "Registre du commerce et du credit Mobilier de Lome (Togo)" under the n• 1575 Book 3 of May 02, 1986, TOGO; with subsidiaries and presence in more than 36 West, East, Central, South African countries and Europe.

#### 13. SERVICE SOFTWARE AND HARDWARE

13.1 Ecobank Online Banking Services can only be accessed by connection through www.ecobank.com web site. You cannot connect from any other address. Ecobank Mobile App can only be accessed on the IDS store, Google Play store, Blackberry world Store for BBM10 and higher.

#### 13.2 Software compatibility

Each time you access the Ecobank Online Banking Service, it may automatically provide Your System with the Ecobank Online Banking Service Software necessary to enable you to access and operate the Ecobank Online Banking Service. Alternatively, the Ecobank Online Banking Service Software may be supplied to you in some other way. It is your responsibility to ensure that the Ecobank Online Banking Service Software supplied to you is compatible with any computer or other device from which you access the Ecobank Online Banking Service and any software on that computer or other device. If it is not, you must compensate us for any loss we suffer as a result. We shall not be liable to you for any loss you suffer as a result of any incompatibility between the Ecobank Online Banking Service Software and any computer or other device from which you access the Service.

#### 13.3 Protecting against Viruses

You must take all reasonably practicable measures to ensure that any computer or other device from which you access the Ecobank Online Banking Service is free of any computer virus or similar device or software including, without limitation, devices commonly known as software bombs, Trojan horses and worms (together "Viruses") and is adequately maintained in every way. The Ecobank Online Banking Service can be accessed through the Internet or other communication channels as the case may be, public systems over which we have no control. You must therefore ensure that any computer or other device you use to access the Ecobank Online Banking Service is adequately protected against acquiring Viruses. You must install all security software which may be provided to you from time to time by us in order to protect the integrity of the Ecobank Online Banking Service.

#### 13.4 Using other people's devices

You must not access the Ecobank Online Banking Service using any computer or other device which you do not own unless you have first obtained the owner's permission to do so. If you break this rule, you must compensate us for any loss we suffer as a result.

#### 13.5 Access through third party services

We cannot be responsible for any services through which you access the Ecobank Online Banking Service that are not controlled by us, or for any loss you may suffer as a result of you using such a service. You must comply with all the terms and conditions of such a service and pay all the charges connected with it.

**13.6** Ownership rights in connection with the Service Software and other information By supplying you with the Ecobank Online Banking Service Software to access the Service, we are granting you a non-exclusive, non-transferable, temporary licence to use the Ecobank Online Banking Service Software for the purpose of accessing the Service, and for no other purpose. The Service Software and all other material and information supplied to you contains valuable information that belongs to us or others. You must not:

13.6.1 Use them except in connection with accessing the Service;

13.6.2 Take copies, sell, assign, commercially rent, sub-license, otherwise transfer them to any third party; or

13.6.3 Try to decompile, reverse engineer, input or compile any of the service Software.

13.7 If you access the Ecobank Online Banking Service from a country outside of where we operate, you are responsible for complying with the local laws of that country, including (but not limited to) obtaining any licence needed for the import/export of the Ecobank Online Banking Service Software to that country.

#### 14. YOUR RESPONSIBILITIES FOR SECURITY

14.1 To ensure that you alone are able to access and give instructions on your accounts using the Ecobank Online Banking Service, you must adopt and at all times maintain the security procedures described in this Agreement and any relevant User Guide.

14.2 To enable you to use the Ecobank Online Service, we will give you a user identification code and an initial password and you may then choose your own password for the service. Additionally you will be required to select your Secure Access Image, and your Secure Access Message for your Internet Banking while for the Mobile Banking you will be required to change your PIN after you have been sent an automated PIN after which you can log in to your profile with your phone number and PIN. These are your Security Codes and both will be used to identify you wherever you access the service.

#### Safeguarding your Password and Security Codes

14.3 In connection with your Security Codes:

14.3.1 You should change your password regularly and shall do so whenever the Ecobank Online Banking Service requires you to do so. You should not choose a Password you have used before:

14.3.2 Whenever you choose a Password, you must take care not to choose a number that is likely to be guessed by anyone to access the Ecobank Online Banking Service pretending to be you. For example, you should avoid your own or a relative's birthday, or any part of your telephone number;

14.3.3 You must take all reasonable steps to ensure that you safeguard your security codes at all times, whenever possible and not to disclose them to anyone. You must not disclose any details of your Password to anyone else, to a member of our staff, or to someone giving assistance on a technical helpdesk in connection with the service;

14.3.4 You must not record your security Codes in a way that could make them recognisable by someone else as Security Codes;

14.3.5 If you discover or suspect that your Security Codes or Password or any part of them are known to someone else, you must immediately change the Security Codes or the Password yourself through the Ecobank Online Banking Service. If this is not possible, you must notify us immediately by telephoning us on +233 (0) 302 213 999 (or any other number we may advise you of from time to time for this purpose) or joining us via our webchat portal. We will suspend use of the Service until new Security Codes have been set up.

#### Checking your statements

14.4 If you become aware of any transaction on any of your accounts that has not been validly authorised by you, you must notify us immediately by telephoning us on +233 (0) 302 213 999 (or any other number we may advise you of from time to time for this purpose) or joining us via our webchat portal. For this purpose, you are reminded that you must, as is required of you for all your accounts, check all bank statements for any unauthorised transactions.

#### Other Security Safeguards

14.5 You must not allow anyone else to operate the Ecobank Online Banking Service on your behalf.

14.6. You must not leave your system unattended while you are online to the Ecobank Online Banking Service. This applies whether your System is a device you have sourced independently of us or a device provided by us to access the Ecobank Online Banking Service in one of our branches. However, the public nature of our branches makes it particularly important that if you access the Service from a device in one of our branches you do not leave that device unattended while online and you ensure that you have gone off-line before leaving the branch.

14.7 You must not access the service from any device connected to a local area network (or LAN), such as an office environment, without first making sure that no one else is able to observe or copy your access or obtain access to the Ecobank Online Banking Service pretending to be you.

14.8 You must comply with any other requirements designed to protect the security of your use of the Ecobank Online Banking Service which are notified by us to you in any other way.

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FOR BANK USE ONLY					
AUTHENTICATION FOR POLITICAL	LY EXPOSED PERSO	NS			
IS THE APPLICANT A POLITICALLY EX	XPOSED PERSON?	YES		NO NO	
RISK PROFILE:		LOW RISK		MEDIUM RISK:	HIGH RISK
CHECK LIST FOR ACCOUNT OPENI	ING DOCUMENTS			CHECKED	DEFERRED WAIVED N/A
DULY COMPLETED ACCOUNT OPENIN	NG FORM				
DULY COMPLETED FOREIGN CURREN	NCY AGREEMENT FOR	M			
DULY COMPLETED FATCA PERSONAL	INFORMATION SHEE	т			
SPECIMEN SIGNATURES DULY PROV	IDED				
RECENT PASSPORT PHOTOGRAPH					
PROOF OF IDENTITY: INTERNATIONAL INSURANCE CARD, VALID GHANAIA				'	
RESIDENT PERMIT (FOR NON-GHAN PROOF OF ADDRESS: UTILITY BILLS, (CERTIFIED TRUE COPY IS ACCEPTAB	ETC.	OT HELD)			
LETTER FROM EMPLOYER / SCHOOL	. (FOR SALARY ACCOL	JNT AND OR STUDE	NT ONLY)		
REFERENCE LETTER (OTHERS)					
PRODUCT:	PRO	VIDED	REMARKS		
ATM CARD		YES NO			
INTERNET BANKING		YES NO			
MOBILE APP CHEQUE BOOK/SAVINGS WITHDRAY	WAL BOOK	YES NO			
ACCOUNT FEATURES EXPLAINED TO		YES NO			
ACCOUNT OPENED BY					
NAME:					
SIGNATURE:				DATE:	D D M M Y Y Y Y
DEFERRAL / WAIVER OF DOCUMI	ENIT /IE ANIV\ ALITU	UDICED DV			
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ACCOUNT OPENING AUTHORISED	APPROVED BY				
NAME:					
SIGNATURE:				DATE:	D D M M Y Y Y Y
HEAD RISK / COMPLIANCE / HEA	AD OPERATIONS / N	MD / CEO			
NAME:					
DESIGNATION:					
SIGNATURE:				DATE:	