

Agreement

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

1. The Bank will not establish or operate the requested account(s) unless and until it has received the required supporting documents for the account, a list of which has been provided to us ("the Customer") and is included with this application form.

2. The Bank is hereby authorized to undertake all "Know Your Customer" (KYC) procedures specified by applicable law and/or regulations and/or Bank policies including the confirmation of our details and legal status at the appropriate government registry. We hereby authorize you to debit my/our account without further notice to me/us for the costs attendant to such KYC procedures.

3. The Bank may, without prior notice, impose or change the minimum balance requirements for my/our account(s) or alter the applicable interest rate(s) for or the changes relating to such account(s) or any of them.

4. The Bank is authorized, where the balance standing to the credit of my/our account(s) is below the required minimum balance, to either amend the rate(s) of interest payable or close the account(s).

5. The Bank is authorized to transfer money from any deposit account. I/we maintain to any other account(s). I/we maintain with the Bank whose balance is below the required minimum.

6. The Bank shall, in addition to any right of set-off or similar right prescribed by law, be entitled, without notice, to combine and consolidate all or any of my/our or accounts with the Bank and/or to set off any amount owed by me/us or either of us to the Bank against account whether held on current or deposit account or otherwise and whether in Naira or any other currency (hereinafter referred to as "foreign currency").

7. The Bank shall be entitled to retain and not repay any amount whatsoever that it owes to me/us or which it holds on my/our behalf, whether such amount is in Naira or foreign currency, unless and until all amounts owed by me/us to the Bank have been repaid or discharged in full and, for so long as such amounts have not been discharged or repaid in full, the Bank shall be entitled to appropriate any amount so owed to me/us or held on my/our behalf in or towards the payment and discharge of the amounts owed by me/us or either of us to the Bank.

8. When effecting any set-off the bank shall be entitled at its absolute discretion, upon notice to us to convert any Naira or foreign currency into the currency in which the amount owed was incurred at the applicable official exchange rate for the currencies in question prevailing in Nigeria at the time of such conversion.

9. I/We shall be responsible for all costs expenses and liabilities arising from the purchase, retention and sale of investments made on our behalf by the Bank which include but are not limited to all taxes, statutory fees, duties and levies.

10. The Bank hereby authorized, in the absence of any written instruction to the contrary, to place my/our funds in any appropriate investment (which for the purpose of this clause shall include but not be limited to investments in Commercial Paper whether guaranteed by the Bank or otherwise) or on deposit and to renew/reinvest at maturity any investments or deposit made in my/our name(s) on the same terms and conditions that applied to such investment/deposit immediately prior to its maturity or on such other terms and conditions as the bank may, in its absolute discretion, consider appropriate under the circumstances.

11. The Bank may, unless otherwise instructed by me/us retain on my/our behalf, on a safe custody basis, any investment instruments issued in respect of an investment made on my/our behalf and unless otherwise specifically agreed. I/we will not have recourse to the Bank for the value or worth of such investments.

12. Where the Bank, in the absence of any previous agreement as to rate of interest and costs and charges that will apply if my/our accounts or any of them becomes overdrawn, in its absolute discretion allow us to make any drawing that results in my/our account(s) or any of them becoming overdrawn, the Bank shall be entitled to charge such rate of interest and impose such charges as, in its absolute discretion, it considers appropriate in the circumstances and I/we agree to pay such interest and charges to the Bank on demand.

13. I/we agree that where I/we give any instruction for a payment or payments that in aggregate exceed(s) the amounts standing to the credit of my/our account(s) against which payment is to be made, the Bank reserves the right to decline to carry out such instruction or where there is more than one transaction, to select the transactions that shall be executed without reference to the date of dispatch or time or receipt of my/our instructions.

14. Where I/we maintain a credit account with the Bank in any foreign currency, the credit balance of such account may be held by the Bank with any bank or financial institution it considers first rate located in any country in which such foreign currency is legal tender. Such credit balance will accordingly be subject to all laws and applicable regulations in Nigeria and in the country in which such credit balance is held and the Bank shall not be held liable if the credit balance or any part thereof becomes unavailable as a result of any of the laws and regulations to which such credit balance is subject.

15. Where any uncleared effects credited to my/our account(s) by the Bank are subsequently dishonoured and/or the Bank for any reason is required to repay to the paying banker or any other party all or any part of any amount credited to our account. The Bank will be entitled to debit my/our

account(s) with the amount of such uncleared effects and/or repaid amounts.

16. No failure or delay in exercising any right power or privilege vested in the Bank by these conditions shall operate as a waiver thereof nor shall any partial exercise of such right power or privilege preclude any other or further exercise thereof.

17. If any of the conditions or the provisions specified herein are invalid, illegal or unenforceable in any respect under the law the validity legality and enforceability of the remaining conditions and/or provisions contained herein shall not in any manner be affected or impaired thereby.

18. Commission and charges shall be levied in accordance with the Bank's standard scale of charges in force from time to time and copies of which are available on request. The Bank reserves the right to at any time amend its rates of interest, standard scale of charges and/or conditions.

19. Where these conditions are signed by or on behalf of more than one person as the Customer, all of such persons are bound by the terms of these conditions.

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

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

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

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

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

23. I/We hereby authorize the Bank to debit my/our account with the cost incurred in respect of cheque book for the above account.

24. Honour all cheques or other orders which may be drawn on the said account provided such cheques or order are signed by me/us and to debit such cheques or orders to the said account whether such account be for the time being in credit or overdrawn or may become overdrawn in consequence of such debit without prejudice to your right to refuse to allow any overdraft or increase of overdraft and in consideration, I/we agree:

(a) To assume full responsibility for the genuineness or correctness and validity of all endorsements appearing on all cheques, order, bills, notes, negotiable instruments, receipts and/or other documents deposited in my/our account.

(b) To be responsible for any repayment of any overdraft with interest and to comply and be bound by the bank's rules for the conduct of a current account receipt of which I/we hereby acknowledge.

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

(d) That all funds standing to my/our credit are payable on demand only in such local currency as may be in circulation

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

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

(g) And I/we note that the bank will accept no liability whatsoever for funds handed to members of the staff outside banking hours or outside the bank's premises

(h) That my/our attention has been drawn to the necessity of safe guarding my/our cheque book so that unauthorized persons

are unable to gain access to it and to the fact that neglect of this precaution may be a ground for any consequential loss being charged to my/our account.

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

(j) That the Bank is under no obligation to honour any cheque(s) drawn on the account unless there are sufficient funds in the account to cover the value of the said cheques and I/We understand and agree that any such cheque may be returned to me/us unpaid but if paid, I am/we are obliged to repay the bank on demand.

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

(i) That any sum standing to the debit of the current account shall be liable to interest charges at the rate fixed by the bank from time to time. The bank is authorized to debit from the account the usual banking charges, set by the management from time to time.

ELECTRONIC BANKING

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

Definitions

"Service" means the Electronic Banking Service of First City Monument Bank Ltd, including Internet Banking, Telephone Banking, Secure Message Facility and bills payment services

"Access Code, Passcode, Username and Password" Means the enabling code with which you access the system and which is known to you only.

"Account" means a current or saving account or other account maintained with the BANK at any of the BANK's branches in Nigeria

"PIN" means your personal identification number

"Mailing Address" means the customer's mailing address in the BANK's records.

"Instruction" means the customer's request to the BANK for the services.

"ATM" means Automated Teller Machine that dispenses cash to account holders or accepts cash deposits with the use of a smartcard i.e. debit card or credit card

"ATM Card" means the card used by a customer for processing transactions through InterSwitch on various payment channels e.g. ATM

"InterSwitch" means an online electronic transaction processing payment infrastructure that connects different payment channels to the payment processors and enablers

"Secure Message Facility" means the facility within the e-Banking Service that enables the Client to send electronic message (E-mail, SMS) to the BANK, including without limitation free-format messages, fixed format messages, or instructions to make payments, requests for chequebooks, Banker's drafts or the purchase or sale of securities and interests in mutual funds.

1. The service allows the customers to give the BANK instructions by use of:
(a) Telephone, ATM, PIN, Password, Access code, Username and secure message (email, SMS) for the following:

(i) obtain information regarding customer's balance as at the last date of business with the BANK.

(ii) Obtain information with regards to any instrument in clearing or any credit standing in the customer's account as at the last date of transaction on the customer's account.

(iii) Authorize the BANK to debit customer's account to pay a specified utility bills such as NITEL, NEPA, Water Rate and/or any other bills as specified by the customer subject however to availability of such bill payment under this service.

(iv) Authorizing the BANK to effect a transfer of funds from the customer's account to any other account with the BANK.

(v) Authorizing the BANK to effect any stop payment order.

(vi) Authorizing the BANK to debit customers account and load same into any form of prepaid card.

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

3. For the service to be available to any customer, he/she must have any one or a combination of the following:

(I) An account with the BANK.

(ii) A Passcode, Access code, Username and Password.

(iii) A touch-tone telephone/GSM handset and computer.

(iv) A Personal Identification Number "PIN"
(v) An E-mail address.

4. Under no circumstances shall the customer allow anybody access to his/her account through the service.

5. The Passcode/Access Code/ Password/E-mail

(a) The Customer understands that his/her Passcode, Access Code/Password/E-mail is used to give instruction to the BANK and accordingly undertakes:

(i) That as a single signatory with an email address, account shall be automatically profiled on FCMBOnline Business.

(ii) Not to write the Passcode/Access Code/Password in an open place in order to avoid third party coming across same.

(b) The customer instructs and authorizes the BANK to comply with any instructions given to the BANK through the use of the service.

(c) Once the BANK is instructed by means of the customer's Passcode, Access code and PIN the BANK is entitled to assume that those are the instructions given by the customer and to rely on same.

(d) The customer's Passcode/Access code must be changed immediately it becomes known to someone else.

(e) The BANK is exempted from any form of liability whatsoever for complying with any or all instruction(s) given by means of the customer's Passcode, Access code if by any means the Passcode, Access code becomes known to a third party or otherwise becomes compromised.

(f) Where a customer notifies the BANK through E-mail (and where the Bank acknowledges receipt of same) of his/her intention to change his Passcode/Access code arising from loss of memory of same, or that it has come to the notice of a third party, the BANK shall, with the consent of the customer, delete same and thereafter allow the customer to enter a new Passcode/Access code provided that the BANK shall not be responsible for any loss that occurs between the period of such loss of memory of the Passcode/Access code or knowledge of a third party and the time the report is lodged with the BANK.

(g) Once a customer's Passcode/Access code is given, it shall be sufficient confirmation of the authenticity of the instruction given.

(h) The customer shall be responsible for any instruction given by means of the customer's Passcode/Access code. Accordingly, the BANK shall not be responsible for any fraudulent, duplicate or erroneous instructions given by means of the customer's Passcode/Access code.

6. Customer's responsibility:

(i) The customer undertakes to be absolutely responsible for safeguarding his Username, Access code, Passcode, PIN and Password, and under no circumstance shall the customer disclose any or all of these to any person.

(ii) The customer undertakes to ensure the secrecy of his Access code, Passcode, PIN and Password by not reproducing same in any manner whatsoever either in writing or otherwise capable of making it known to persons other than the customer.

(iii) The BANK is expressly exempted from any liability arising from unauthorized

access to the customer's account and/or data as contained in the BANK's recodes via the service, which arising as a result of inability and/or otherwise of the customer to safeguard his PIN Passcode/Access code and/or Password and/or failure to log out of the system completely by allowing on screen display of his account information.

(iv) The BANK is further relieved of any liability as regards breach of duty of secrecy arising out of customer's inability to scrupulously observe and implement the provisions of clauses 3(i) (iii) above, and/or instances of breach of such duty by hackers and other unauthorized access to the customer's account via the service.

(v) The Customers Access code and Password must be changed immediately it becomes known to anyone else and therefore the customer is under a duty to notify the BANK whenever his/her Access code and/or Password Has become known to another person.

(vi) Where a customer notifies the BANK of his intention to change his Access code and/or Passcode arising from either his loss of memory of same or that it has come to notice of a third party, the BANK shall with the consent of the customer, delete same and thereafter allow the customer to enter a new Passcode, Access code and Password, provided that the BANK shall not be responsible for any loss(es) that occur between the period of such memory of the Access code/Passcode and/or Password or knowledge of a third party and time the report is lodged with the BANK.

(vii) The customer shall be responsible for any fraud, loss and/or liability to the BANK or third party arising from usage of the customer's Access code, Passcode, PIN and/or Password being used by a third party and other unauthorized access.

Accordingly the BANK shall not be responsible for any fraud that arises from usage of the customer's Access code, Passcode, PIN and/or Password.

7. Upon enrolling of a customer for the service, the customer may be charged the applicable monthly fee and/or usage fee whether or not the customer makes use of the service during the period in question.

8. Under no 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 line or system failure, even if the BANK or its representatives thereof are advised of the possibility of such damages, losses or hyperlink to other internet resources are at the customers risk.

9. Copyright in the pages in the screens displaying the pages, and in the information and material therein and arrangement is owned by the BANK.

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

GUIDELINES

11. The customer undertakes to:

(i) Provide accurate information. Agree to provide true, accurate, current and complete information about himself/herself as requested in our registration form and account opening forms and the customer agree not to misrepresent his/her identity or information, which may include Username, Passwords or other access devices for such accounts.

(ii) Comply with the law. Customer agrees not to use the service for illegal purposes or for the transmission of material that is unlawful, harassing, libelous (untrue and damaging to others), invasive of another's privacy, abusive, threatening or obscene, or that infringe the right of others.

(iii) Proprietary rights. The customer acknowledges and agrees that the BANK owns all rights to this website and the content displayed on the site. The customer is only permitted to use this content as expressly authorized by the service. Customer may not copy, reproduce, distribute, or create derivative work from this content.

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

(iv) Pledge on Cheques Issued. Customer hereby agrees and pledges to ensure that its/his/her account is adequately funded before issuing 3rd party cheques.

Where the Customer violates this pledge the Customer accepts and agrees that there are attendant consequences which shall be meted out by the Central Bank of Nigeria (CBN) as well as the Economic and Financial Crimes Commission (EFCC).

The consequence shall include but may not be restricted to investigation and prosecution by the EFCC

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

Disclaimer of Warranties

12. The customer expressly understands and agrees that use of the service is at their sole risk. The service is provided on an "as is" and "as available" basis. The BANK expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

13. The BANK makes no warranty that

(i) The service will meet customers requirements

(ii) The service will be uninterrupted, timely, secure, or error-free

(iii) The results that may be obtained from the use of the service will be accurate or reliable

(iv) The quality of any products, service, information or other material purchased or obtained by the customer through the service will meet their expectations, and

(v) Any error in the technology will be corrected.

14. Any material downloaded or otherwise obtained through the use of the service is done at customer's own discretion and risk and the BANK is not responsible for any damage to customer's computer system or loss of data that result from the download of any such material. No advice or information, whether oral written, obtained by customer from us or through or from service will create any warranty not expressly stated in these terms.

Limitations of liability

15. I/We agree that the BANK will not be liable for any act, omission or damage whether direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to damages for loss of profits, goodwill, use or other intangible losses, even if the BANK has been advised of the possibility of such damages, resulting from:

(i) The use or the inability to use the service

(ii) The cost of getting substitute goods and service resulting from any products, data, information or services purchased or obtained or messages received or transactions entered into through or from the service;

(iii) Unauthorized access to, or alteration or transmission of data;

(iv) Statements or conduct of anyone on the service; or

(v) Any other matter related to the service.

16. Indemnification. Except when caused by the BANK's intentional misconduct or gross negligence, customer agree to protect and fully compensate the BANK and its affiliates and service providers from any/and all third party claims, liability, damages, expenses and costs (including, but not limited to, legal fees) caused by or arising from customer's use of the service, violation of the terms or infringement, by any other user of customer's account, or any intellectual property or other right of anyone.

17. Service changes and discontinuation. The BANK reserves the right to change or discontinue, temporarily or permanently, the service at any time without notice. In order to maintain the security and integrity of the service the BANK may also suspend customer's access to the service at any time without notice. Customer agrees that the BANK will not be liable to the customer or any third party for any modification or discontinuation of the service.

18. Miscellaneous.

The BANK shall not be considered an agent or other legal representative of the customer for any purpose by reason of this agreement and/or any other party whom the customer is using this service to pay.

This agreement cannot be amended by the customer nor any of the BANK's right waived unless the BANK agrees in writing or customer continues using the service following receipt of notice of any changes

personal to the customer and the customer may not assign it to anyone.

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

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

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

19. LETTER OF INDEMNITY

I/We Have approached First City Monument Bank Ltd (the Bank) to open an account. We have authorized the Bank to conduct a search on its/their/her name at the Corporate Affairs Commission, Abuja. We have agreed to indemnify the Bank pending receipt of the search report. WE HEREBY AGREE AS FOLLOWS: IN CONSIDERATION of the Bank allowing the customer to open and operate the account pending receipt of a satisfactory search report, HEREBY INDEMNIFY YOU AND KEEP YOU INDEMNIFY against all losses, damages, Liabilities, claim action, proceedings, costs and expenses in relation to or arising out of our request to operate the account or any transaction thereon and pay you, on demand, all payments, losses, costs and expenses offered or incurred by you in consequence thereof or arising therefore.

20 LETTER OF SET OFF:

In consideration of your giving me/us financial and/or banking accommodation and other facilities/we agree that in addition to any other general Lien or similar right which you as bankers may at times and without notice to me/us combine or consolidate all or any of my/our accounts with and liabilities to you and set-of or transfer any sum or sums standing to the credit of any one or more of such accounts in or toward satisfaction of any of my/our liabilities to you on any other account or in respect whether such liabilities be actual or contingent primary or collateral and several or joint.

21. AUTHORITY TO DEBIT MY/OUR ACCOUNT FOR CHEQUE BOOK

In consideration of FIRST CITY MONUMENT BANK LTD opening account on my/our behalf; I/we hereby authorized FCMB to debit my/our account with the sum of ₦2,100.00 being the cost incurred in respect of cheque book for the above account.

22. CORPORATE RESOLUTION:

That the bank is hereby authorized to debit the above account with usual banking charges, interests, commission etc and we hereby acknowledge that any sum standing to current account shall be liable to interest charges at a rate fixed by the bank from time to time.

That we hereby agree that in addition to any general linen to which you may be entitled as Banker's you may at any time and without notice to us combine or consolidate all or any company's account with you and set off or transfer any sum or sums standing to the credit of any one or more of such accounts or any other credits, be it cash, cheques, valuables, deposits, securities, negotiable instruments or other assets belonging to the company with you in or towards satisfaction of any of the company's liabilities to you or any other account or in any other aspect whether such liabilities be actual or contingent, primary or collateral or several or joint.

That you are hereby authorized to honor all cheque, bill, promissory notes, acceptance, receipt, release, guarantees or indemnities and generally accept all instructions provided same are executed by the above named signatories.

That the Bank be promptly notified in writing by the secretary or any other officer of this company of any change in these resolution, as well as changes made on the registration documents or mandate of the company, such notice to be given to each office of the Bank in which any account of this company may be maintained and that until the bank has actually received such notice in writing the bank is authorized to act in pursuance of these resolutions, and shall be indemnified from loss suffered or liability incurred by it in continuing to act in pursuance of these resolution, even through these resolution may have been changed.

I/We shall ensure that we use our official letter headed paper to effect any changes to our existing Board Resolutions.

I FURTHER CERTIFY that there is no provision in the Memorandum and Articles of Association of the said company limiting the power of the Board of Directors to pass the foregoing resolution, and that the same are commonly with the provision of the said Memorandum and articles of Association.

23. CONSENT TO DISCLOSURE

I/we/am/are aware that First City Monument Bank LTD is a member of a Credit Reference Agency (CRA) and other credit Bureau Organization (CBOs) licensed by the Central Bank of Nigeria (CBN) to create, organize and manage database for the exchange and sharing of information on credit status and history of individual and business. I/we/am/are

iso aware that this information shall be used for business purpose approved by the CBN and any relevant statue. As a member of CRA and/or CBOs, the Bank is under obligation to disclose to CRA or CBOs credit information and any other "confidential or personal information" disclosed to it in the course of the banker\customer relationship with it.

I\we agree that the Bank may collect, use and disclose such information to CRA or CBOs and that the credit bureau may use the information for any approved business purpose as may from time to time be prescribed by the CBN and\or any relevant statute.

I/we understand that information held about me/us by the CRA or CBOs may already be linked to records relating to one or more of my/our partners or associates. I/we may be treated as financially linked and our\my application will be assessed with reference to any associated records. In addition, for any joint application made by us/me with any other person(s), new financial association may be created at the CRAs or CBOs which link our financial records.

I/we hereby warrant that you are entitled to disclose information, both written and oral, about me/us, any co-applicant or guarantor and/or anyone else referred to by me/us, and to authorize you to search and/or record such information at CRA or any CBOs, which will link my\our financial records. I/we hereby agree to indemnify and hold the bank harmless against all claims costs, fees, expenses, damages and liabilities against the Bank relating to, or arising as a result of, the disclosure of information about us/me or such co-applicant or guarantor or other person or any use information by CRAs or any CBOs in compliance with the provisions of any Guideline and/or relevant statute.

I/we hereby release and discharge First city monument Bank Ltd. From its, obligation under the Banker's duty of secrecy and forswear my/our right to any claim, damages

24. AUTHORIZATION/INDEMNITY FOR FACSIMILE AND/OR E-MAIL SIGNATURES/MESSAGES

The First City Monument Bank Ltd with registered office at Primrose Tower, 17A Tinubu Street, Lagos (hereinafter called "the Bank"), is here authorised to honour for the account and to the debit ofeach

cheque, draft or other payment order (inclusive of any such as may be payable to any other persons hereinafter specified) drawn in my/our name on my/ouraccount(s) with the Bank bearing or purporting to bear my/our facsimile signature(s) of (the following):.....
.....which resemble(s) the specimen(s) herein given and filed with the Bank by me/us and, that the honouring therefore by the Bank of any such items drawn as aforesaid is hereby rectified, confirmed and approved.

For e-mail, I/we hereby authorise you to honour instructions coming from my/our confirmed e-mail address(es)
.....registered with you bearing or purporting to bear the following name
.....

That any and all authorizations given by me/us and certified to the Bank as now governing the operation of this my/our aforesaid account(s) with the Bank are hereby continued in full force and effect, except as the same may be supplemental or modified by the foregoing part of this authorization.

That the Bank may rely upon this authorization unless and except to the extent that this authorization be revoked or modified by the subsequent authorization from me/us and until a certified copy of such subsequent authorization has been received by the Bank.

I/We undertake to forward the original copy of any given facsimile message made pursuant to this Authorization and in accordance with the account mandate to

the Bank on or before days from the date of such facsimile instruction.

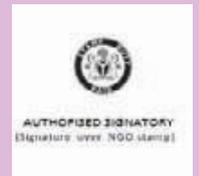
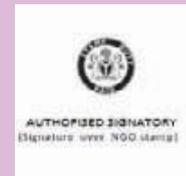
I/We further confirm that any such instructions will be preceded by the code word _____

This authorization gives you authority to also accept and act upon our telephone and telex instructions as well.

I/We understand that facsimiles are an insecure transmission medium and are subject to call-back procedures and hereby indemnify you against any loss, liability or damage as well as costs, charges and expenses which you may suffer or incur however arising by reason of your honouring such items, be it erroneous, fraudulent or otherwise drawn as aforesaid.

That the following shall be the specimen(s) of the facsimile signature(s) referred to in Clause 1 above.

I/We hereby certify that the information given on this form is correct and that I/We have read, understood and agree with the Account opening terms & conditions governing the selected account(s)



AUTHORISED SIGNATORY (Signature over N50 stamp) AUTHORISED SIGNATORY (Signature over N50 stamp)