

# CORPORATE & COMMERCIAL ACCOUNT OPENING FORM



"Please complete in capital letters. All sections Marked (\*) are MANDATORY"

INDICATE BUSINESS UNIT:	<input type="checkbox"/> COMMERCIAL BANKING	<input type="checkbox"/> CORPORATE BANKING
*TYPE OF ACCOUNT YOU WOULD LIKE TO OPEN:	<input type="checkbox"/> CURRENT <input type="checkbox"/> CURRENT PLUS <input type="checkbox"/> SAVINGS <input type="checkbox"/> CALL	<input type="checkbox"/> ESCROW/COLLECTION <input type="checkbox"/> EXPORT BONUS ACCOUNT
	<input type="checkbox"/> COMMERCIAL BONUS SAVINGS PLAN	<input type="checkbox"/> AGENT ACCOUNT
PLEASE INDICATE ACCOUNT CURRENCY:	<input type="checkbox"/> GHS <input type="checkbox"/> USD <input type="checkbox"/> EUR <input type="checkbox"/> GBP	
If Foreign Currency Please Select:	<input type="checkbox"/> ONSHORE <input type="checkbox"/> OFFSHORE	

## ACCOUNT DETAILS

\*Entity Name:

\*Entity Type (Please Select One). ☐ External Company

<input type="checkbox"/> Listed Entity	<input type="checkbox"/> Diplomatic Missions	<input type="checkbox"/> Government Ministries/Parastatals	<input type="checkbox"/> Sole Proprietorship
<input type="checkbox"/> Trust/Estate	<input type="checkbox"/> Religious Organisations	<input type="checkbox"/> Societies/Associations/Clubs	<input type="checkbox"/> NGOs/Foundations
<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Others	Specify: <input type="text"/>

Business Commencement Date:  \*Date of Incorporation:

\*Country of Incorporation: ☐ Ghana ☐ Others Please Specify

Does Business have a Parent Company? ☐ No ☐ Yes If Yes, State INCORPORATION COUNTRY

\*TIN:  \*Registration No.:

### \*Business Address/Registration Address:(P.O.Box Address Not Acceptable):

Nearest Landmark:  City:

MMDA:  Region:

\*Country of Business Location: ☐ Ghana ☐ Others Please Specify

### \*Mailing/Correspondence Address:

City:  Region:

\*Country: ☐ Ghana ☐ Others Please Specify

\*Contact Details: \*Tel No.:  Mobile No.

Email:  Fax:

Website (if any):

\*Expected Annual Turnover (in GHS): ☐ 0 - 100K ☐ 100K - 500K ☐ 500K - 1Mil ☐ 1Mil - 6Mil ☐ 6Mil & Above

\*Organisation/Company Management Body Location: ☐ Registered Office Other:

Is your company listed on the Stock Exchange? ☐ Yes ☐ No Ref. No. if Yes:

\*Nature of Business:

\*For Registered Entities, kindly add a proof of amendment from Registrar General's Department if there has been a change

**E-BANKING SERVICE**

(Please tick the services you wish to sign up for)

**Current/Current Plus/Export Bonus Account**
☐ Internet Banking
☐ Mobile Banking
☐ SMS Alerts
☐ Email Alerts

☐ e-Statements: Frequency: ☐ Daily ☐ Weekly ☐ Monthly

Cards (Applicable for ONLY accounts in GHS with Sole Signatories): ☐ Visa Electron ☐ Visa Gold Other 
**Savings Account/Commercial Savings Bonus Plan**
☐ Internet Banking
☐ Mobile Banking
☐ SMS Alerts
☐ Email Alerts

☐ e-Statements: Frequency: ☐ Daily ☐ Weekly ☐ Monthly

Cards (Applicable for ONLY accounts in GHS with Sole Signatories): ☐ Visa Electron ☐ Visa Gold Other 
**INITIAL DEPOSIT DETAILS**Amount: 
Mode: ☐ Cheque ☐ Transfer ☐ Cash (To open an account with cash, the customer must deposit the cash in person at the Teller)

Select Currency: ☐ GHS ☐ USD ☐ EUR ☐ GBP  Others

If Cheque, kindly indicate details below:

Cheque No.: Date:        Drawn on Bank:  BANK NAMEBranch: **CHEQUE BOOK REQUEST (Applicable for CURRENT ACCOUNTS ONLY)**
\* Please issue a cheque book containing ☐ 50 Leaves ☐ 100 Leaves
**\*SECTOR**

SECTOR	Sub Sector
Agriculture:	<input type="checkbox"/> Cocoa Production <input type="checkbox"/> Livestock Breeding <input type="checkbox"/> Poultry Farming <input type="checkbox"/> Fishing <input type="checkbox"/> Forestry <input type="checkbox"/> Logging <input type="checkbox"/> Other Agriculture
Mining & Quarrying:	<input type="checkbox"/> Bauxite <input type="checkbox"/> Diamonds <input type="checkbox"/> Gold <input type="checkbox"/> Manganese <input type="checkbox"/> Quarrying <input type="checkbox"/> Mineral Trade <input type="checkbox"/> Mining and Mineral Support Services <input type="checkbox"/> Other Mining Activity
Construction:	<input type="checkbox"/> Construction & Works <input type="checkbox"/> Building Construction <input type="checkbox"/> Real Estate <input type="checkbox"/> Other Const.
Manufacturing (For Export):	<input type="checkbox"/> Food, Drink & Tobacco <input type="checkbox"/> Textiles, Clothing & Footwear <input type="checkbox"/> Sawmilling & Wood Processing <input type="checkbox"/> Iron & Steel <input type="checkbox"/> Paper, Pulp & Paper Products <input type="checkbox"/> Boat/Ship Building & Repairs <input type="checkbox"/> Manufacturing of Motor Vehicles <input type="checkbox"/> Others
Manufacturing (For Home Market):	<input type="checkbox"/> Chemicals & Fertilizers <input type="checkbox"/> Textiles, Clothing & Footwear <input type="checkbox"/> Sawmilling & Wood Processing <input type="checkbox"/> Food, Drink & Tobacco <input type="checkbox"/> Paper, Pulp & Paper Products <input type="checkbox"/> Boat/Ship Building & Repairs <input type="checkbox"/> Iron & Steel <input type="checkbox"/> Manufacturing of Motor Vehicles <input type="checkbox"/> Others
Utilities	<input type="checkbox"/> Electric Light & Power <input type="checkbox"/> Gas Manufacturing & Distribution <input type="checkbox"/> Water Supply <input type="checkbox"/> Oil & Gas - Upstream, Downstream, Engineering Services and Fuel Stations <input type="checkbox"/> Other Utilities
Commerce & Finance:	<input type="checkbox"/> Motor Vehicle Import & Declaration <input type="checkbox"/> Machinery & Heavy Equipment i) Import Trade <input type="checkbox"/> Arms and Military Equipment/Nuclear Equipment <input type="checkbox"/> Other Import Items <input type="checkbox"/> Large Distribution - Freight Forwarding
ii) Export Trade	<input type="checkbox"/> Cocoa Exports <input type="checkbox"/> Timber Export <input type="checkbox"/> Other Export Items
iii) Cocoa Marketing:	<input type="checkbox"/>
iv) Timber Marketing:	<input type="checkbox"/>
v) Diamond Marketing:	<input type="checkbox"/>

vi) Mortgage Financing:	<input type="checkbox"/>		
vii) Other Financial Institutions:	<input type="checkbox"/> Hire Purchase/Leasing Companies <input type="checkbox"/> Money Services Business(Forex Bureau, Western Union,etc)	<input type="checkbox"/> Building bodies and Corporations	<input type="checkbox"/> Non-Bank Financial Institutions <input type="checkbox"/> Insurance Companies
viii) Other Unclassified	Please specify: <input type="text"/>		
Transport, Storage & Communication	<input type="checkbox"/> Railway Transport <input type="checkbox"/> Air Transport	<input type="checkbox"/> Road Transport <input type="checkbox"/> Storage & Warehousing	<input type="checkbox"/> Ocean & Other Water Transport <input type="checkbox"/> Communication <input type="checkbox"/> Others
Services	<input type="checkbox"/> Printing, Publishing & Allied Products <input type="checkbox"/> Government Services <input type="checkbox"/> Education (for Schools)	<input type="checkbox"/> Recreation Services <input type="checkbox"/> Business Services <input type="checkbox"/> Other Services	<input type="checkbox"/> Salary Credit <input type="checkbox"/> Health Services
Miscellaneous	<input type="checkbox"/> Estate & Trust <input type="checkbox"/> Associations - Religious Organisations/Churches/NGOs/Foundations/Clubs <input type="checkbox"/> Antique Business/Artefacts <input type="checkbox"/> Others		

### \*TRANSACTIONS YOU EXPECT TO PERFORM

*Expected monthly <b>Withdrawals</b> in GHS and corresponding number of transactions									*Expected monthly <b>Deposits</b> in GHS and corresponding number of transactions								
Transaction Type	Monthly Value & Number		Monthly Value & Number		Monthly Value & Number		Monthly Value & Number		Transaction Type	Monthly Value & Number		Monthly Value & Number		Monthly Value & Number		Monthly Value & Number	
	Amt. 0-5k	No.	Amt. 5-20k	No.	Amt. 20-50k	No.	Amt. Above 50k	No.		Amt. 0-5k	No.	Amt. 5-20k	No.	Amt. 20-50k	No.	Amt. Above 50k	No.
Cash									Cash								
Cheques/Drafts									Cheques/Drafts								
Funds Transfer									Funds Transfer								
Forex									Forex								

\*Operation Purpose: ☐ Business Transactions ☐ Business Savings ☐ Investments ☐ Loan Services ☐ Remittances

#### \*SOURCE OF FUNDS

☐ Savings ☐ Business Income ☐ Inheritance ☐ Investments ☐ Sale of Property Others

Please provide details if you selected Business Income, Inheritance, Sale of Property or Others

#### \*COUNTRIES WHERE FUNDS ARE LIKELY TO BE TRANSFERRED (COUNTRIES TRADED WITH)

##### INWARD

  
  


##### OUTWARD

  
  


#### \*REASONS FOR SUCH TRANSFERS

### ASSOCIATED BUSINESS(ES)

Details of Associated Business(es)	1	<input type="text"/>
(where applicable)	2	<input type="text"/>
Type of Associated Business:	<input type="text"/>	
Associated Business Address:	<input type="text"/>	

# DIRECTOR'S/PARTNER'S/SOLE PROPRIETOR'S/EXECUTIVE MEMBER'S/SIGNATORY'S PERSONAL DATA

## Principal Officer I

## Principal Officer II

\*Full Name  
(Surname first):



\*Mother's Maiden Name:



TIN:



\*Country of Origin:



\*Date of Birth:



\*Nationality:



\*Gender:

☐ Male ☐ Female

☐ Male ☐ Female

\*Means of Identification:

☐ NHIS ☐ NIA ID ☐ Passport  
☐ Driver's License ☐ Voter's ID

☐ NHIS ☐ NIA ID ☐ Passport  
☐ Driver's License ☐ Voter's ID

\*Issuing Authority(DVLA, etc):



\*Identification No:



ID Issue/Expiry Date:

 / 
 / 

\*Occupation:



Position:



\*Residential Address:



City:



MMDA:



Region:



Nearest Landmark:



\*Country:



\*Correspondence Address:



City:



MMDA:



Region:



\*Country:



Mobile Number:



Office Number:



Email Address:



FOR FOREIGNERS ONLY:

Arrival Date



Visa No.:



Visa Issue/Expiry date:

 / 
 / 

Resident/Work Permit  
Number:

	Principal Officer III	Principal Officer IV
*Full Name (Surname first):	<input type="text"/>	<input type="text"/>
*Mother's Maiden Name:	<input type="text"/>	<input type="text"/>
TIN:	<input type="text"/>	<input type="text"/>
*Country of Origin:	<input type="text"/>	<input type="text"/>
*Date of Birth:	<input type="text" value="D D M M Y Y Y Y"/>	<input type="text" value="D D M M Y Y Y Y"/>
*Nationality:	<input type="text"/>	<input type="text"/>
*Gender:	<input type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> Male <input type="checkbox"/> Female
*Means of Identification:	<input type="checkbox"/> NHIS <input type="checkbox"/> NIA ID <input type="checkbox"/> Passport <input type="checkbox"/> Driver's License <input type="checkbox"/> Voter's ID	<input type="checkbox"/> NHIS <input type="checkbox"/> NIA ID <input type="checkbox"/> Passport <input type="checkbox"/> Driver's License <input type="checkbox"/> Voter's ID
*Issuing Authority(DVLA etc):	<input type="text"/>	<input type="text"/>
*Identification No:	<input type="text"/>	<input type="text"/>
ID Issue/Expiry Date:	<input type="text" value="D D M M Y Y"/> / <input type="text" value="D D M M Y Y"/>	<input type="text" value="D D M M Y Y"/> / <input type="text" value="D D M M Y Y"/>
*Occupation:	<input type="text"/>	<input type="text"/>
Position:	<input type="text"/>	<input type="text"/>
<b>*Residential Address:</b>	<input type="text"/>	<input type="text"/>
City:	<input type="text"/>	<input type="text"/>
MMDA:	<input type="text"/>	<input type="text"/>
Region:	<input type="text"/>	<input type="text"/>
Nearest Landmark:	<input type="text"/>	<input type="text"/>
*Country:	<input type="text"/>	<input type="text"/>
<b>*Correspondence Address:</b>	<input type="text"/>	<input type="text"/>
City:	<input type="text"/>	<input type="text"/>
MMDA:	<input type="text"/>	<input type="text"/>
Region:	<input type="text"/>	<input type="text"/>
*Country:	<input type="text"/>	<input type="text"/>
Mobile Number:	<input type="text"/>	<input type="text"/>
Office Number:	<input type="text"/>	<input type="text"/>
Email Address:	<input type="text"/>	<input type="text"/>
<b>FOR FOREIGNERS ONLY:</b>		
Arrival Date	<input type="text" value="D D M M Y Y Y Y"/>	<input type="text" value="D D M M Y Y Y Y"/>
Visa No.:	<input type="text"/>	<input type="text"/>
Visa Issue/Expiry date:	<input type="text" value="D D M M Y Y"/> / <input type="text" value="D D M M Y Y"/>	<input type="text" value="D D M M Y Y"/> / <input type="text" value="D D M M Y Y"/>
Resident/Work Permit Number:	<input type="text"/>	<input type="text"/>

## PRINCIPAL SHAREHOLDING (10% or more)

	Shareholder I	Shareholder II
*Full Name (Surname first):	<input type="text"/>	<input type="text"/>
<b>*Residential Address:</b>	<input type="text"/>	<input type="text"/>
*City:	<input type="text"/>	<input type="text"/>
MMDA:	<input type="text"/>	<input type="text"/>
Region:	<input type="text"/>	<input type="text"/>
*Nearest Landmark:	<input type="text"/>	<input type="text"/>
*Country:	<input type="text"/>	<input type="text"/>
*Status:	<input type="checkbox"/> Ordinary <input type="checkbox"/> Preference	<input type="checkbox"/> Ordinary <input type="checkbox"/> Preference
Others (Please Specify):	<input type="text"/>	<input type="text"/>
*Percentage Holding:	<input type="text"/>	<input type="text"/>
*Mobile Number:	<input type="text"/>	<input type="text"/>
*Nationality:	<input type="text"/>	<input type="text"/>
Email Address:	<input type="text"/>	<input type="text"/>
Names of Beneficial Owner(s) if any:	<input type="text"/>	<input type="text"/>

### For Corporate Shareholders:

Full Name of Entity:	<input type="text"/>	<input type="text"/>
Registration Certificate No.:	<input type="text"/>	<input type="text"/>
Date of Incorporation:	<input type="text"/>	<input type="text"/>
Country of Incorporation:	<input type="text"/>	<input type="text"/>
Country of Business Location:	<input type="text"/>	<input type="text"/>
Percentage Shareholding:	<input type="text"/>	<input type="text"/>

	Shareholder III	Shareholder IV
*Full Name (Surname first):	<input type="text"/>	<input type="text"/>
<b>*Residential Address:</b>	<input type="text"/>	<input type="text"/>
*City:	<input type="text"/>	<input type="text"/>
MMDA:	<input type="text"/>	<input type="text"/>
Region:	<input type="text"/>	<input type="text"/>
*Nearest Landmark:	<input type="text"/>	<input type="text"/>
*Country:	<input type="text"/>	<input type="text"/>
*Status:	<input type="checkbox"/> Ordinary <input type="checkbox"/> Preference	<input type="checkbox"/> Ordinary <input type="checkbox"/> Preference
Others (Please Specify):	<input type="text"/>	<input type="text"/>
*Percentage Holding:	<input type="text"/>	<input type="text"/>
*Mobile Number:	<input type="text"/>	<input type="text"/>
*Nationality:	<input type="text"/>	<input type="text"/>
Email Address:	<input type="text"/>	<input type="text"/>
Names of Beneficial Owner(s) if any:	<input type="text"/>	<input type="text"/>

**For Corporate Shareholders:**

Shareholder III

Shareholder IV

Full Name of Entity:

Registration Certificate No.:

Date of Incorporation:

Country of Incorporation:

Country of Business Location:

Percentage Shareholding:

**SUBSIDIARIES & BRANCHES**

SUBSIDIARY NAME:

LOCATION:

**ACCOUNTS WITH OTHER BANKS**

1 Bank Name:

Account No.:

2 Bank Name:

Account No.:

3 Bank Name:

Account No.:

**AUTHORITY TO DEBIT ACCOUNT FOR SEARCH FEE**

Title

Bank

Dear Sir/Madam,

**AUTHORITY TO DEBIT OUR CURRENT ACCOUNT FOR SEARCH FEE**

We hereby authorize you to debit our account with the applicable charges for the legal search conducted on our company at the Registrar General's Department or relevant agency/ authority.

Thank you.

Yours Faithfully,

Authorized Signature of the Customer /Representative

Authorized Signature of the Customer /Representative

Date:

D D M M Y Y Y Y

Date:

D D M M Y Y Y Y

**LETTER OF SET OFF**

Title

Bank

**LETTER OF SET OFF**

I/We agree that you (in addition to any general lien or similar right to which you as my/our banker may have at any time and without notice to me / us) combine or consolidate all or any of the company's accounts with liabilities to you and set off or transfer any sum or sums standing to my/our credit, be it cash, cheques, valuables, deposits, securities, negotiable instruments or other assets belonging to me/us with you, in or towards satisfaction of any of my/our liabilities to you, on any other account or any other respect, whether such liabilities be actual or contingent, primary or collateral and several or joint.

Authorized Signature of the Customer /Representative

Authorized Signature of the Customer /Representative

Date:

D D M M Y Y Y Y

Date:

D D M M Y Y Y Y



## \*DECLARATION ON U.S. PERSON STATUS

This section must be completed by the mandated signatories of the entity on behalf of the Sole Proprietors or Partners or Shareholders with 10% or more interest, Executive members of an Association/Club or Trustees of a Trust Business who wish to open a banking account to conduct business activities.

\*Name of Shareholders/Executives:

\*Country of Birth:

\*Nationality:

Please tick "V" Yes or No for each of the following questions:

\*1. Are you a U.S. Resident? ☐ Yes ☐ No

\*2. Are you a U.S Citizen? ☐ Yes ☐ No

\*3. Do you hold a U.S. Permanent Resident Card (Green Card)? ☐ Yes ☐ No

\*Name of Business:

\*4. Is the business incorporated in the U.S? ☐ Yes ☐ No

If you answered yes to any of the questions above please provide the following

5. U.S Social Security/Tax Identification Number

6. U.S Identification Document: ☐ Passport ☐ Driver's Licence

ID Number:  Expiry Date:

FATCA Form Completed ☐ W9 ☐ W8 Date Form Completed:

We hereby confirm the information provided above is true, accurate and complete.

Subject to the applicable local laws, We hereby consent to Fidelity Bank Ghana Limited or any of its affiliates sharing Our information with local or foreign tax authorities where necessary to establish Our tax liability in any jurisdiction.

Where required by local/domestic or foreign/overseas regulators or tax authorities, We consent and agree to the Bank to withhold from Our account(s) such amounts as may be required according to applicable laws, regulations and directives.

We further consent to notify the Bank within a period of 30days of any changes to the Business circumstances which include but not limited to Incorporation, residential and mailing addresses and contact telephone numbers.

Name in Full:

Signature:

Date:

Name in Full:

Signature:

Date:

## TERMS AND CONDITIONS

Please read this page carefully. It provides you with important information about your Fidelity Bank Ghana Limited Corporate/Commercial Current & Savings Account.

### A. SCOPE

These terms and conditions together with any account specific conditions, tariffs, guides, additional instructions from Us and any subsequent variations govern the relationship between you and Us and are binding on You.

### DEFINITIONS

- “We/Our/Us/the Bank” means Fidelity Bank Ghana Limited
- “You/your/ yours” means the customer or customers
- “Account” means a Business Account with us.
- “Business” means a Limited Company, Limited Liability Partnership, Charity, Other Partnership or Sole Trader.
- “Corporate or Commercial Account” means any Account we open for a business, whether in a customer’s own name, a trading name, or in the name of a company, partnership or other organization or entity.
- “Fidelity Online” means Fidelity Online Banking and or mobile banking platform
- “Security Passcode” means User ID, Passwords, PINS, codes and any other personal identifiers.
- “User” means the person mandated to access and use the online and or mobile banking service.

### B. YOUR ACCOUNT

To open a Corporate or Commercial Account with us you must be a Business incorporated or trading in Ghana. Subject to these Conditions we will make available and supply Online and or Mobile Banking Services to you. We reserve the right to refuse to accept an application.

You will assume full responsibility for the correctness and validity of all endorsement appearing on all cheques, orders, bills, notes, negotiable instruments, and receipts etc. deposited in your account.

You agree that we may contact you by email, online messaging, phone, SMS, post and by any other means we deem appropriate. All notices or letters may be sent to the address supplied by you and be considered duly delivered and received at the time it is delivered or seven days after posting.

You authorize us to act on instructions from you electronically via Online Banking, Fidelity Mobile Applications, SMS, Telephone, Card and in writing. We may, but are under no obligation to, take any steps we deem necessary to ensure the authenticity of instructions; these may include additional security requirements we may set from time to time.

#### We may refuse to carry out an instruction:

- If it does not comply with the Mandate
- If you do not have sufficient funds available
- If we doubt the authenticity of an instruction
- If the instruction is ambiguous or not sufficiently clear
- Where we believe acting on such instruction might put us in breach of any law, regulation, code or contractual obligation binding on us
- If we suspect that your Account has been or is likely to be misused, whether fraudulently or otherwise
- If, in our reasonable discretion, any other valid reason applies.

It is your responsibility to check your statements and any transaction notifications carefully. Any anomaly in the entries on your bank statement must be brought to our attention as soon as reasonably practicable, in writing and in any case within twenty-one (21) days from the date on which the statement and/or transaction notification was dispatched to you.

If you make a claim that an unauthorized transaction has been made on your account, we may ask you to make or support us to make a report to the Police. You agree that you will provide us with all the information you have about the transaction and take steps we deem necessary to assist with the recovery of funds. You warrant that the information you provide is accurate, true and complete. If the information is found to be false or you misrepresented the facts we may report you to the police and you will be responsible for all costs we may incur.

All transactions will be processed in accordance with our processes and procedures. However, if in a rare instance we mistakenly perform a transaction on your account we may take all steps necessary including but not limited to debiting your account without prior notice. In such circumstances we may notify you within fourteen (14) days of processing the transaction.

### C. CHEQUES

All cheques or other orders signed by you in accordance with the mandate (or either or both of you if a joint account) will be honoured by the Bank and your account will be debited for such cheques. In addition to the reasons set out in Clause “B.”, We may at our discretion refuse to pay a cheque if it is postdated, stale, defaced, crossed, altered or for any other technical reason.

We may at our discretion take any additional steps we deem appropriate to confirm the validity of a cheque. This may include calling you; if we are unable to confirm we may return the cheque with the reason “Drawer Confirmation Not Received”.

We may refuse to accept cheques drawn on banks based in the United States of America and any other country. If any foreign cheque paid in by you is returned unpaid for any reason whatsoever, and even if the return takes place after we have advised you that the cheque is available to be drawn against, we will have recourse against you and will debit your account accordingly.

The Bank may exercise its discretion in allowing withdrawals against an un-cleared cheque. Where a cheque is returned unpaid thereafter, the bank shall have the right to hold on to the returned cheque and take any action it deems appropriate to recover the value of the cheque from you.

You are wholly responsible for the safe keeping of cheques and in any event where the cheques are mislaid, lost or stolen, the customer must immediately inform the Bank.

You will assume full responsibility for the correctness and validity of all endorsements appearing on cheques drawn on your account.

### D. ATM CARD

You must ensure that you comply with any instructions we may give regarding the use and safekeeping of cards. You can use your card to access funds at any ATM worldwide that displays the VISA or MasterCard 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 your card as soon as you receive it and follow any relevant instructions that we give. You can use your card(s) if you have adequate funds in your account. Limits and restrictions may vary from each ATM and Merchant; 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 a 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.

The card remains our property at all times, and must be returned to us immediately if we ask for it.

For the avoidance of doubt, a card shall be issued subject to the Bank's discretion and/or the mandate on the Account.

#### E. OVERDRAWN ACCOUNT

We expect you to keep your account in credit unless we have an agreed facility with you. We may, at our discretion, allow a withdrawal that creates an unauthorized overdraft or results in you going over any agreed overdraft limit. We may charge you the relevant fee and interest at our current rate for unauthorized borrowing; that is, if your account does not have enough cleared funds to cover the amount you want to withdraw.

We may demand the repayment of, or reduction in your overdraft at any time and without prior notice.

#### F. SET OFF

We can treat any deposits or other sums owed by us to you (in any currency) as collateral for any liabilities you may have to us, either now or in the future. This may include general or special, contingent or unmatured liabilities. We can at any time and without prior notice or demand, apply or set off deposits or other sums against liabilities you may have to us. We may use credit balances on any account you have with us to reduce or repay any overdrawn balances or other sums you owe us and will inform you after we have done so.

#### G. PAYING INTEREST AND CHARGES

You will be liable for the payment of interest charges at the rate fixed by the Bank from time to time for any sum(s) outstanding to the debit of the current account. The current account may also be debited with our banking charges, service charges, interests, commissions, etc. Our current charges and fees including those applicable to cheques and ATM cards may be found on [www.fidelitybank.com.gh](http://www.fidelitybank.com.gh) or at any of our branches.

#### H. SERVICES

We may at our discretion change or withdraw any Services including but not limited to SMS, Mobile Banking, and Online Banking.

You may also write to us to tell us that you no longer wish to have/continue using or patronizing a Service provided by us. We will require a minimum of Seven (7) days' written notice.

We will not be responsible to you for any losses, direct or indirect, caused by the change, suspension, and or withdrawal of any Services, any delay, interruptions or errors in transmission and any breach of confidentiality.

#### I. DORMANT ACCOUNTS

If you do not operate your account for a period of one hundred and eighty (180) days we will classify your account as dormant. If you wish to use a dormant account you must write to us or complete a dormant account re-activation form.

#### J. CLOSING YOUR ACCOUNT

We may in some circumstances agree to defer certain documents for a time period when you open your account with us. Failure to submit any deferred document within the specified time will result in your account being closed.

You may ask us to close your account at any time by giving us notice in writing provided that your account is in credit or that you have no outstanding liabilities to us. If your account is a joint account we will require signed instructions from all account holders. The closure will not be finalized until all outstanding instructions have been completed.

We may choose to end our banking relationship with you at any time, but will give you reasonable notice unless there are specific circumstances that prevent us from doing so such as suspicion that you have committed or attempted a fraud, impersonation, forgery, etc.

Where we choose to close your account and your account is overdrawn you must pay all sums outstanding on the account otherwise we may take appropriate legal action for recovery.

On account closure the Bank may issue to you a draft or effect a transfer in the currency of the account or cedi equivalent, less any applicable charges or fees and made payable to the Account holder(s). Any benefits or additional services provided in relation to your Account will end immediately on account closure. You must return all Cards, Cheque Books and any other equipment provided by the Bank.

#### K. SECURITY

You must ensure that you use your best endeavours to safeguard your account, and keep your cheque books and any security passcodes safe from access or use by unauthorized persons.

You agree to use your best endeavours to keep all security passcodes secret, never to disclose them to anyone and to prevent their fraudulent or unauthorized use. You must never disclose your security passcode to anybody or allow any other person to use your card or online banking. If you do, you will be liable for all transactions without limit.

When entering your security passcode you must use your best endeavours to prevent fraudulent use. These include but are not limited to shielding the keypad at ATMs, POSs at premises of retailers when entering your secret passcode for transactions, complying with all instructions we issue including keeping your security passcode safe. We will never request your security passcode via telephone, text message, in writing or via email. If you receive such request please report it to us.

You must contact us immediately without undue delay if;

- You become aware that any of your security passcodes have been compromised. You must contact us immediately and ask us to deactivate it
- our card, cheque book, withdrawal books are lost, compromised or stolen.

If you fail to comply with any of the conditions set out or any security instruction we give you, or act fraudulently you will be responsible for any direct, indirect and consequential losses suffered by you and us.

The Bank shall not be held liable for any unauthorized withdrawals during the period that the Bank has not been notified. You must allow a reasonable time after notification for us to deactivate the security passcode or stop the cheque.

## L. ONLINE BANKING

- 1.1 You must hold a valid corporate or commercial account with the bank to be able to access the online and or mobile banking service. You must provide us with a valid mobile number and email address.
- 1.2 You can use the online and or mobile banking service to view your account balance and statement, transfer funds, request a cheque book, request for statements, collections reporting and initiation and for any other service we may provide from time to time.
- 1.3 You may transfer money;
  - Within your Fidelity accounts
  - To other account holders in Fidelity
  - To other account holders in other banks in and outside Ghana.
- 1.4 The different payment methods may have different limits. These limits may be found on the online and or mobile banking platform. There will also be a limit to the value and number of transactions you can perform on the online and or mobile banking platform.
- 1.5 You will be responsible for providing, maintaining and upgrading suitable computing systems and software on which to access the online and or mobile banking service. You must always operate in a secure environment by making sure your antivirus is up to date.
- 1.6 You shall not use or permit the use of the Online and or Mobile banking service or any related service for any illegal or improper purposes.

## 2. THE BANK'S OBLIGATIONS

- 2.1 Subject to the above we will provide you with online and or mobile banking services. We reserve the right at our sole discretion and without notice to you to make additions or deletions or to stop offering online and or mobile banking services.
- 2.2 We have the right at any time to temporarily suspend the online and or mobile banking service for the purposes of maintenance, repair, upgrade, or any other purpose that we deem appropriate. We may, where reasonably possible, communicate same to you.
- 2.3 We shall take reasonable care to ensure the security of and prevent unauthorized access to the Online and or Mobile banking service using the best technology available to the Bank.

## 3. ONLINE AND MOBILE BANKING SECURITY

- 3.1 We will send you a Username and security passcode and prompt you to change the default passcode upon the first time log in.
- 3.2 You must choose a passcode which shall be 8 to 14 characters long or any number of characters as the Bank may stipulate from time to time and may consist of a mix of letters and numbers and special characters.
- 3.3 To protect and safeguard your passcode you must ensure that the passcode does not relate to any readily accessible personal data such as the User's name, guessable combination of letters and numbers.
- 3.4 You must keep any user ID and passcodes confidential. You agree to use your best endeavours to keep all security passcodes secret, never to write them down, disclose them to anyone and to prevent their fraudulent or unauthorized use. If you do, you will be liable for all transactions without limit.
- 3.5 If you make three attempts to log in using the wrong passcode the online and or mobile banking service may be locked. To unlock the account you may contact us or your administrator.

- 3.6 Where you forget your passcode, you can request for a new one using the "Forgotten Password" icon on the online and or mobile banking service or by contacting us.
- 3.7 You must not access or record any passcode or other security details on any software that records it automatically unless retaining your passcode or security details is a specific function of the online and or mobile banking service we provide you.
- 3.8 You must contact us immediately using the telephone numbers set out on the online and or mobile banking page without undue delay if you become aware that any of your security passcodes have been compromised to enable us to block and reset it accordingly. You must allow us four (4) hours to block the account. We will reissue your passcode once we are satisfied that we have verified your identity.
- 3.9 You shall not attempt or permit others to attempt to access the account information stored in the computers of the Bank through any means other than the Online and or mobile banking service.
- 3.10 You must not let any unauthorized person have access to your computer or leave the computer unattended whilst accessing Fidelity Online. The service will log you off after a period of inactivity as defined by us.
- 3.11 We will never request your security passcode via telephone, text message, in writing or via email. If you receive such request please report it to us.

## 4. ONLINE AND MOBILE BANKING CHARGES

- 4.1 We will charge you for online and or mobile banking services. The Online banking fees, charges and any commission payable by you may be found in the tariff guide available on the Bank's website ([www.fidelitybank.com.gh](http://www.fidelitybank.com.gh)) or at any of our branches. On mobile banking, these may be accessed using the designated menu option after login. We may at our discretion vary or amend the tariff guide.

## 5. ONLINE BANKING FUNDS TRANSFER

- 5.1 The User shall not use or attempt to use Online and or mobile banking service for funds transfers without sufficient funds in the account or without a pre-existing overdraft arrangement with the Bank.
- 5.2 We may, at our discretion, allow a withdrawal that creates an unauthorized overdraft or results in you going over any agreed overdraft limit. We may charge you an extra fee and additional interest at our current rate for unauthorized borrowing, if your account does not have enough cleared funds to cover the amount you want to withdraw.
- 5.3 We may demand the repayment of, or reduction in your overdraft at any time and without prior notice.

## 6. FOREX TRANSACTIONS

- 6.1 You can initiate forex transactions on the Online and or mobile banking service platform. However, the transaction will be put on hold until it is validated and authorised by us. We may request additional information to validate the transaction. We will not be liable for any delays in completing a transaction.

## 7. ADDITIONAL USER ACCESS

- 7.1 You may authorise another person to view, initiate and authorise transactions.
- 7.2 You may set access levels and limits for each additional user. If you wish at any time to change this you must write to us and allow us seventy-two (72) hours from when we receive the instruction to effect the change.

- 7.3 You can designate an additional user as an initiator or as an authoriser or both. An initiator is a user who starts the transaction. An authoriser is a user who approves the transaction. For all mandate set up requiring an initiator and an approver, the bank will not progress the transaction until the authoriser has entered the designated transaction PIN. Except that transfers between your own company's accounts will not require a transaction PIN. The authoriser must approve "pay-now transactions" within the same day.
- 7.4 You may also set additional users to have view only access. This user cannot instruct the Bank on any transactions.
- 7.5 You may authorise an additional user as an administrator. The administrator may do the following but is not limited to:
- Unlock and lock accounts
  - Reset password
  - Deactivate user access
- 7.6 The Bank will not be liable for any delays to transactions caused by the failure of the authoriser to approve the transaction.
- 7.7 All authorised users will be bound by these terms and conditions. You will be responsible for any instructions, actions and breaches of our terms and conditions that the authorised individual makes as if you had made them.

## 8. ACCURACY OF INFORMATION

You are responsible for the correctness of information supplied to the Bank through the use of the Online and or Mobile banking service or through any other means such as electronic mail or written communication. The Bank accepts no liability for any consequences arising out of erroneous information supplied by you. If you suspect that there is an error in the information supplied to the Bank, you shall advise the Bank as soon as possible. The Bank shall endeavour to correct the error wherever possible.

## 9. LIABILITY OF THE CUSTOMER AND THE BANK

- 9.1 You shall not be liable for any unauthorized transactions occurring through the use of Online and or Mobile banking service which can be wholly attributed to the fraudulent or negligent conduct of employees or agents of the Bank.
- 9.2 You shall be liable for unauthorized transactions on your account(s) if you were negligent or breached these terms and conditions. A non-exhaustive list of actions deemed negligent includes but is not limited to the following:
- Kept a written or electronic record of Online and or Mobile banking service password
  - Disclosed or failed to take all reasonable steps to prevent disclosure of the Online and or Mobile banking service Login ID or password to anyone including Bank staff and or failed to advise the Bank of such disclosure within reasonable time
  - Neglected to advise the Bank in a reasonable time about unauthorized access to or erroneous transactions in the Online and or Mobile banking service accounts
  - Fraudulently or negligently conducted transactions on the platform.

## 10. FORCE MAJEURE

- 10.1 We shall in no circumstances be held liable to you if Online and or Mobile banking service access is not available in the desired manner for reasons including but not limited to natural calamity, floods, fire and other natural disasters, legal restraints, faults in the telecommunication network or internet or network failure, software or hardware error or any other reason beyond the control of the Bank.

## 11. CHANGE OF TERMS AND CONDITIONS

- 11.1 The Bank has the absolute discretion to amend or supplement any of the terms at any time.

- 11.2 The changed terms and conditions applicable to any new Online and or Mobile banking service shall be communicated to you. By using these new services, you agree to be bound by the terms and conditions applicable.

## 12. TERMINATION OF ONLINE AND MOBILE BANKING

- 12.1 You may request for the termination of the Online and or Mobile banking service facility any time by giving a written notice to the Bank. You will remain responsible for any transactions made on your Online and or Mobile banking service account prior to the time of such cancellation of the Online and or Mobile banking service.
- 12.2 You may request for the termination of the service by giving written notice to the Bank. We shall endeavour to carry out such instruction within at most two (2) working days of receipt of the instruction.
- 12.3 The closure of all accounts of the company will automatically terminate the Online and or Mobile banking service.
- 12.4 We may suspend or terminate the Online and or Mobile banking service without prior notice if you have breached these terms and conditions or the Bank learns of the death, bankruptcy or lack of legal capacity of the User.

## M. INDEMNITY

You hereby undertake to indemnify the Bank, its officers and staff from and against all actions, proceedings, liabilities, costs, claims, demands, expenses or losses sustained as a result of:

- The operation of your account.
- The provision of any service and or product by us to you.
- Any instructions received supported by your security passcode whether made by yourself or another without your consent or authorization.
- You acknowledging and accepting that we need no further steps to confirm the identity and authority of the source of any such instructions and agree that we shall be entitled to debit your account(s) with the amount of any payment made pursuant to such instruction.
- In connection with us, having acted on such instructions or alleged instructions with or without your consent or authorization.
- By reason of us, as a collecting bank, relying upon or guaranteeing any endorsement or discharge on a cheque, bill, note, draft or other instruments presented by you for collection, and in all cases, such reliance or guarantee by us shall be deemed to have been exercised at your express request.
- The Bank taking, relying and acting upon or omitting to act on any Instructions given or purported to be given by you or by any person(s) purporting to be your attorney, regardless of the circumstances prevailing at the time of such Instructions or the nature of the transaction and notwithstanding any error, misunderstanding, fraud or lack of clarity in the giving, receipt or the contents of such instructions, including where we believed in good faith that the instructions or information was given in excess of the powers vested in you or where we believed that by so acting would result in a breach of any duty imposed on us;
- Failure by you to pay or repay to us on demand any sum due to us (including all interest accrued thereon);
- You breaching of any one or more provisions of these Terms and Conditions;
- The enforcement by us of our rights (including rights of sale, set-off, recovering payment or enforcement proceedings) under or in connection with these Terms and Conditions;
- Any claim or action brought by a third party which is in any way the result of improper use of the Account, Online Banking, ATM and any other Banking services
- The Bank using any system or means of communication or transmission in carrying out your instructions which results in the loss, delay, distortion or duplication of such instructions; and
- Any lost, stolen or mislaid cheque book, passbook, ATM Card, Time Deposit advice, personal identification number(s) or advice, or other security passcode(s) in relation to the Account and any re-issuance or replacement of the same by us.



## FOREIGN ACCOUNT INDEMNITY

- (i) The Bank will be indemnified and have no responsibility for or liability to the undersigned for any diminution due to taxes or imports or depreciation in the value of funds credited to the Account (which funds may be deposited by the Bank in the Bank's name and subject to the Bank's control with which depository(ies) as you may select) or for the unavailability of such funds due to restrictions on convertibility, requisition, involuntary transfers, or other similar causes beyond the Bank's control.
- (ii) Where any currency in which the Bank's payment obligations are denominated becomes unavailable due to restrictions on convertibility, transferability, requisitions, government acts, orders, decrees and regulations, involuntary transfers, distraint of any character, exercise of military or usurped powers, acts of war or civil strife, monetary union or exchange or similar causes beyond the Bank's reasonable control, the Bank shall be deemed to have satisfied such payment obligation by making payment in such other currency.

You hereby agree that this indemnity shall be governed by and in accordance with the laws of the Republic of Ghana.

## N. DISCLAIMER CLAUSE

We will not be responsible for any loss or damage to funds deposited with the bank due to any further Government order, law, levy, tax, embargo, moratorium, exchange restriction or any other cause beyond our control.

We will not be liable for funds handed over to members of our staff outside the Bank premises. The Bank may exercise its general lien or any similar right it is entitled to or consolidates all or any of your accounts with any liabilities you may have to the Bank and set off or transfer any sum or sums standing to the credit of any one of more of such accounts or any other credit. The Bank shall in no circumstances be liable to you if access to e-banking/SMS is not available for any reason, including but not limited to force majeure, fault in network or hardware error. The Bank will not be liable to you if it is unable to carry out its responsibilities as a result of anything it cannot control.

The Bank disclaims any liability for any funds/assets deposited by you which are subsequently found to have been derived from illegal sources or activities. You confirm that the funds/assets deposited are not derived from any illegal sources or activities. You agree to indemnify, defend and hold the Bank harmless from or against all claims, cost, liability, losses or expense incurred by the Bank in connection with your use or alleged use of your PIN, passwords, or e-banking details without your consent or authorization. You should not use any service, or your account, or permit your account to be used for any illegal and improper purposes.

We shall not be liable to you if there is service interruption or if our service is not available in the desired manner for reasons including but not limited to natural calamity, floods, fire and other natural disasters, legal restraints, faults in the telecommunication network or internet or network failure, software or hardware error or any other reason beyond the control of the Bank

## O. DISCLOSURE POLICY

Where we are required under anti money laundering regulations to verify the identity of potential account holders and authorized persons when opening an account we shall do so. This shall include but not be limited to verifying your name and address. We may carry out searches at credit reference agencies who may add a record of our search to their records.

You agree that we may use your data and customer information for risk assessment, behavior credit scoring and analyses, generally and to meet our compliance obligation on your account held with the bank or another group member to any of the following:

1. Any office or branch of the bank, affiliate or another group member.
2. Any agent, contractor or third party service provider, or any professional advisor of the bank or another group member.
3. Any guarantor or third party security provided by the customer.
4. Any credit reference Bureau, Rating Agency and a collection Agency.
5. Any regulatory, supervisory, governmental or quasi-governmental authority with jurisdiction over the Bank or another Group Member.
6. Any actual or potential participant in, or assignee, novatee or transferee of, any of the bank's right and/or obligations and relation to the customer
7. Any person to whom the bank is required or authorized by law or court order to make such disclosure.
8. Any person who is under a duty of confidentiality to the bank.
9. Any bank or financial institution with which I/We have as or proposed to have dealings.
10. Any Overseas Regulator or Tax Authority for the purpose of establishing any tax liability in compliance with an order, agreement with the Overseas regulators or tax Authorities

We shall at our sole discretion and without your consent publish your name in the national daily newspapers in the event that you default in your obligations under any loan Agreement.

## P. FATCA POLICY

- (i) The Bank's Foreign Account Tax Compliance Act (FATCA) Policy (the "FATCA Policy") forms part of the terms and conditions governing your relationship with the Bank established under these Terms and Conditions. The FATCA Policy shall be binding on you and you agree to comply with and adhere to the FATCA Policy, which is available on request. These Terms and Conditions are subject to the FATCA Policy. Should there be any conflict or inconsistency between any of the contents of the FATCA Policy and these Terms and Conditions, the contents of the FATCA Policy shall prevail.
- (ii) Money Laundering/Terrorism Financing  
Transfer of funds shall not be executed if the transaction contravenes the laws and regulations on Money Laundering and Financing of terrorism or its related acts. Payment could be delayed, suspended or refused where a party is implicated in the violation of the law, or an authority requires information or clarification to comply with the law or regulation.  
The Bank shall not be held liable for funds deposited for transfer which are subsequently discovered to be from criminal or other illegal sources.

## Q. FUNDS TRANSFER INSTRUCTIONS

- (i) The Bank or its affiliates, subsidiaries or any of its correspondents, shall not be responsible for any loss caused by any country restriction, order, or any Government Agency.
- (ii) The Bank may engage any correspondent bank or agent to effect the transfer on behalf of the customer, but neither the Bank nor its affiliates or correspondents shall be liable for any Interruption, Error, Loss or Delay, direct or consequential arising from failure of Networks, Wire or Cables, or arising from Lock Outs, Riots, Civil Revolt, War or other cause beyond its control.
- (iii) The Bank may send any transfer in explicit language, coded or cipher. Fidelity will not be liable for any mishap which may occur in the transmission of the message or its interruption by the Receiving Bank arising from the Clearing System of the country in which the payment is to be made or any other Act or Failure or Negligence of the Receiving Bank in connection with the transfer.
- (iv) In the absence of specific instructions, the funds transferred will be paid in the currency of the country where the payment will be made. For transfers requiring conversion into foreign currency, funds deposited by the customer shall be converted into the currency of payment at the Bank's prevailing selling rate on the date the funds are received. Where a transfer involves a third currency payment other than the currency of the beneficiary, the

funds may be converted by the Correspondent bank to the currency of payment (Third Currency) at the prevailing buying rate of the correspondent after the deduction of the Correspondent Bank Charges.

- (v) The Bank shall debit the customer's account for all fees and commissions in accordance with the Bank's current tariffs. These fees and commissions may be reviewed from time to time at the discretion of the Bank.

Sometimes, a Correspondent Bank may charge fees and commissions. If it does, it may either deduct the fees and commissions from the funds received or may charge the fees and expenses to the account of the Bank. If the fees are deducted from the funds received, the beneficiary shall receive a sum lesser than the sum sent. Where the expenses and commissions are charged to the account of Fidelity, the customer will be obliged to reimburse the bank for same. In the absence of specific instructions to the contrary, all Correspondent Bank expenses and commissions shall be borne by the beneficiary.

The Bank may at its discretion retain fees and commissions charged, where the transfer cannot be concluded due to insufficient funds in the customer's account.

- (vi) In some instances, the Bank may be requested to use its best efforts to stop or suspend the execution of a transfer. At the request of the customer and after receipt of the funds from the beneficiary's bank, the bank shall pay the customer at the prevailing purchase rate less expenses and commissions for the cancellation of the instructions. For manager's cheques or bank drafts, the repurchase will be done after receipt of the original cheque, at the Bank's prevailing purchase rate for the currency concerned, less the expenses and commissions for repurchase. All the expenses for the repurchase of the bank draft and cancellation of the transfer instruction will be debited to the account of the customer.

- (vii) The Bank reserves the right to determine the priority in the execution of multiple requests for Transfers, Bank Drafts or Manager's cheque and to refuse to carry out a present instruction if, after having determined (in its discretion) the priority between the various concurrent payments, this request could result in the customer's account going into debit or exceeding any authorised limit for the account.

- (viii) If Fidelity is notified that it did not transfer the full amount stated in a request, Fidelity's sole liability will be to correct the error.

- (ix) The customer warrants that each instruction initiated in connection with a transfer instruction is fully authorized by himself and by any other party whose authorization is required. Fidelity shall not be liable for any loss, damage, or liability, which may arise from the unauthorized use of the Funds Transfer Service.

#### R. ELECTRONIC MONITORING OR RECORDING

The Customer and Fidelity Bank Ghana Limited consent to telephone, video or electronic monitoring or recording for security, training and quality of service purposes and agree that either may produce telephonic recording, video or electronic monitoring or computer records as evidence in any proceedings brought in connection with these conditions or any local conditions, or for training purposes.

#### S. DECLARATION ON CUSTOMER INFORMATION

You warrant that information given in respect of this account opening is correct. You further undertake to indemnify the bank for any loss suffered as a result of any false information or error in the information provided to the Bank.

I acknowledge that I have read and that I accept the Business/Commercial Account Terms and Conditions and I agree to be legally bound by them.

NAME:

AUTHORISED  
SIGNATURE:

DATE:

NAME:

AUTHORISED  
SIGNATURE:

DATE:

"I ..... Secretary/Director to the Board of ..... Company (hereinafter referred to as "the Company") organized and existing under the laws of ..... hereby certify to FIDELITY BANK GH LIMITED that a meeting of the Board of Directors of the said Company was duly called and held in the city of ..... on the ..... day of 20....., that at the said meeting, as quorum was present and voting throughout, and that the following resolutions on motion duly made and seconded were unanimously adopted and are now in full force and effect.

## DEPOSITS

1. RESOLVED, that an account be opened with FIDELITY BANK GH LIMITED (hereinafter referred to as the "Bank")
2. RESOLVED, that the bank be and is hereby designated as a depository of the Company and that the officers and agents of the Company be and hereby are, and each of them hereby is authorized to deposit any of the funds of the Company in the Bank either at its head office or at any of its branches.
3. RESOLVED, that until the further order of this Board of Directors, any funds of the Company deposited in Bank be subject to withdrawal or charge at any time upon cheques, notes, drafts, bill of exchange, acceptances, undertakings, or other instruments or orders for the payment of money when signed, drawn, accepted or endorsed on behalf of the Company by the officers particulars of which are furnished herein under.

## PAYMENTS

4. RESOLVED, that the Bank is hereby authorized to pay any such instrument or make such charge and also to receive the same from payee or any other holder without inquiry as to the circumstances or issue or the disposition of the proceeds even if drawn to the individual order or any signing persons, or payable to the Bank or others for his account.
5. RESOLVED that the said officers are hereby authorized on behalf of the Company.
  - i) To borrow money and to obtain credit for the Company from the Bank on any terms and conditions.
  - ii) To grant security interests in order/or assign and deliver, as security for money borrowed or credit obtained, any property nor or hereafter held by or belonging to the Company with full authority to assign or guarantee any to the same in the name of the Company.
  - iii) To exclude and deliver all security and other agreement, financial statements and other papers required by the Bank in connection with any of the foregoing matters and affix thereto the seal of the Company.
  - iv) To enter in contracts with the Bank on behalf of the Company for the purchase and/or sale of foreign exchange, either spot or forward, to execute and deliver guarantees, indemnities, pledges and other agreements relating thereto, and to give any and all instructions to charge accounts of the Company with the Bank in connection therewith.
  - v) To withdraw from the Bank and give receipt for, or to authorize the Bank to deliver to bearer or to one or more designated persons, all or any documents and securities or other property held by it, whether collateral security or for safe keeping or for any other purposes.

## SIGNATURE

6. RESOLVED, that the Bank be promptly notified in writing by the Secretary or any other officer to the Company of any change in the present officers of the Company or of these resolutions such notice to be given to each office of the Bank in which any account of the Company may be maintained, and that until it has actually received such notice in writing, it is authorized in pursuance of these resolutions.

## 7. The Company understands and agrees:

- i) that the Bank is under no obligation to honour any cheque(s) drawn on its account unless there are sufficient funds in the account to cover the value of the said cheque(s). The Company understands and agrees that such cheque(s) may be returned to the presenter unpaid.
- ii) that any queries with regard to entries on the Company's bank statements will be made by us within twenty-one (21) days of the dispatch of the bank statement. Failing receipt by the Bank of a notice of queries with regard to the entries within twenty-one (21) days from the date of dispatch of the company's Bank Statement, it will be assumed by the Bank that the Statement as rendered is correct.
- iii) the Company understands that any sum standing to the debit of the current account shall be liable to interest charges at a rate fixed by the bank from time to time. The Bank is authorized to debit from the account the usual banking charges, interest, commissions etc.

I CERTIFY that there is no provision in the Regulations of the Company limiting the power of the Board of Directors to pass the foregoing resolutions and that the same are in conformity with the provisions of the said Regulations.

I FURTHER CERTIFY that the present authorized signatories of the Company and the offices respectively held by them are as INDICATED ON THE MANDATE CARD IN THIS ACCOUNT OPENING FORM.



NAME IN FULL

SIGNATURE

**MANDATE FOR SOCIETIES, CLUBS AND ASSOCIATIONS**

“TO: FIDELITY BANK GH LIMITED

IT IS HEREBY RESOLVED AS FOLLOWS:

“That an account be opened in the name of..... with Fidelity Bank Gh Limited, and that all Cheques, Acceptances, and other Orders for the payment or disposal of money or Securities, or Boxes, or other property whether the account be in credit or overdrawn, be signed on behalf of the said .....by ..... of (Address) .....and countersigned by ..... Of (Address) ..... We agree that the Bank may at its discretion close our account(s) in the event it is dissatisfied in any way with the operation thereof.

We agree that in addition to any general lien or similar right which you as bankers may be entitled by law you may at any time and without notice to us combine or consolidate all or any of our accounts with, and liabilities to you and set-off or transfer any sum or sums standing to our credit be it cash, cheques, valuables, deposit, securities, negotiable instruments or other assets belonging to us with you, in or towards satisfaction of any of our liabilities to you, on any other account or in any other respect, whether such liabilities be actual or contingent, primary or collateral and several or joint.

We note that the Bank will accept no liabilities whatsoever for funds handed to the staff of the bank outside banking hours or outside the Bank's premises.

Our attention has been drawn to the necessity of safe guarding our cheque book(s) so that unauthorized persons are unable to gain access to it and to the fact that the neglect of this precaution may be a ground for any consequential loss being charged to our account.

We agree to abide by the bank rules governing the conduct of the requested account. That a copy of this resolution be forwarded to the bank by the chairman of the Board together with specimens of signatures of Officers empowered to sign”

NAME IN FULL

SIGNATURE

M/RO ASSIGNED: RM/RO ID: ACCOUNT SEGMENT: SEGMENT ID: **KYC DOCUMENTS - MANDATORY****VALID IDENTIFICATION (SELECT ANY ONE)**

Passport; Driver's Licence; National Identity Authority ID; Voter's ID; NHIS ID Student ID supported by an Introduction Letter from the Head of institution/ Representative or Admission Letter not more than 1 year from the date of issue.

**VALID RESIDENTIAL ADDRESS CONFIRMATION DOCUMENT (SELECT ANY ONE):**

Utility Bill (not more than three months old), Introduction Letter by a Doctor/Lawyer/Accountant, Government or Local Authority Bill (not more than 3 months old), Fully Completed Address Confirmation by an Existing Customer (at least one year relationship with the Bank and the prospective customer), Tenancy Agreement, Bank Statement or Passbook containing current Residential Address (at most 3 months old), Solicitor's Letter confirming recent house purchase or Search Report from the Lands Commission, Letter from a Public Authority/Statutory Declaration, Tax Assessment Statement, Record of home visit (Visitation Report), Student accommodation contract for only students, Document verifying Home Address of Parent of a student.

**Confirmation of place of work where necessary:** Search Report on prospective customer's place of employment signed by the BSSM for Consumer Banking or Head of the Units/Desk for Corporate Banking.

**ADDITIONAL DOCUMENTS REQUIRED-MANDATORY**

**SOLE PROPRIETORSHIP** - Certificate of Registration, Form 'A' (Registration of Business Name), PhotoID and Residential Address Confirmation Documents of the Business Owner.

**PARTNERSHIP** - Resolution Letter, Certificate of Registration, Form 'A' or Form 'B', Partnership Agreement/Deed endorsed by the Registrar General's department, Photo ID and Residential Address Confirmation Documents of: (a) All Signatories, (b) All Partners to accounts

**PRIVATE ENTITIES** - Certificate of Incorporation & Certificate to Commence Business, Forms 3 & 4, Form 17 (If Directors have changed), Company's Regulation, Board Resolution Letter, an undertaking from a firm of lawyers/accountants/ auditors and completed Introduction Form, TIN of Company and Directors. Photo ID and Address confirmation of three key Directors, all Signatories and all Shareholders with 10% or more interests.

**LISTED ENTITIES** - Board Resolution Letter on the Company's Letter Head or with a Seal of the Company, Copies of Certificate of Incorporation and TIN of the Company, Certificate to Commence Business, Copies of the Forms 3 & 4, Form 17 (If Directors have changed), Company's Regulations, Proof of listing (printout), A subsidiary of an Entity listed on an Approved Stock Exchange, Proof of 51% or more ownership by the listed entity, An undertaking from a firm of Lawyers or Accountants/Auditors confirming the documents submitted to the Registrar General's Department. Photo ID and Residential Address Confirmation Documents of three Key Directors, all Signatories and all Shareholders with 10% or more interests.

**EMBASSIES** - Resolution Letter, An Introduction Letter from the Ministry of Foreign Affairs or the relevant authorities in the Consulate's home country to open account, Photo ID and Residential Address Confirmation Documents of All Signatories.

**GOVERNMENT MINISTRIES/PARASTATALS** - Authorisation Letter from the Controller & Accountant General's Department authorizing the opening of the account for Non Autonomous Government Institutions, Ministries and Agencies. (eg. AMA, All Ministries, Community Water and Sanitation Agency, Ghana National Fire Service, Ghana Policy Service, National Youth Employment Programme) OR Board Resolution and a Copy of the Legislative Instrument (LI)/Act that established the Institution for Government Institutions that are Autonomous (eg. BOST, GNPC, VRA, GPHA, FIC). Evidence of call back to the Chief Executive Officer / Authorised Head confirming the resolution to open the account, Photo ID and Residential Address Confirmation Documents of All Signatories to accounts and three key Directors (if the Institution is managed by a Board of Directors).

**TRUST/ESTATE** - Trust Deed or Probate or Letters of Administration from the Court for an Estate/Trust, Photo ID and Residential Address Confirmation Documents of: a) All Signatories, Settlor, Trustees, Controllers, b) Beneficiaries who are not minors and all Shareholders with 10% or more interests.

**CHURCH & OTHER RELIGIOUS ORGANIZATIONS** - Board/Executive Council Resolution Letter, Registration Certificate, Form 3 and Regulations, Full Constitution. An undertaking from a firm of Accountants / Lawyers confirming the documents submitted OR an Introduction Letter from the Supervisory Body/National/Regional/District Council if the Branch is under that body/council. Photo ID and Residential Address Confirmation Documents of: (a) All Signatories, (b) All Board of Trustees/Directors/Executives/Council Members.

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**NON GOVERNMENTAL ORGANIZATIONS/FOUNDATIONS** - Board Resolution Letter, Certificate of Registration, Form 3 and Regulation, Full Constitution (For Foundations), Certificate of Recognition from the supervising Regulatory Body. Eg. Social Welfare for Charities, GES for Schools, Ghana Health Services for Health Centres etc., An independent undertaking from a reputable and known firm of lawyers or accountants confirming the documents submitted. Photo ID and Residential Address Confirmation Documents of three Key Directors, all Signatories and all Shareholders with 10% or more interests.

**CLUBS/ASSOCIATIONS & SOCIETIES** - Board / Executive Council Resolution Letter, For Registered Association: [Registration Certificate, Form 3, and Regulation]. Full Constitution, An undertaking from a firm of Accountants / Lawyers confirming the documents submitted where the Association is Registered OR an Introduction Letter from the Supervisory Body if the Association is under that body. Photo ID and Residential Address Confirmation Documents of: (a) All Signatories, (b) All Members of the Executive Council/Committee.

**EXTERNAL FOREIGN ENTITY REGISTERED AS A PRIVATE ENTITY** - Board Resolution letter on the Company's Letter Head or with a Seal of the Company, Certificate of Registration as an External Company from the Registrar General Department of Ghana and TIN of the company, Registration Documents (e.g. Certificates of Incorporation and Certificate to Commence Business) from the foreign country of Incorporation, Copy of Company's Regulation/Memorandum or Articles of Association, Power of Attorney (if the Board has designated powers to a person (s) eg. Power of Attorney to the Country Manager/Representative). Recent Audited Annual report and/or Group Structure/Organogram, Proof of Business address (Documents for proof of business address not required if address is already indicated in the Annual Report or Company Regulation or Memorandum/Articles of Association), Certification of all documents originating from the foreign country by a Notary Public or Bankers in the foreign country, Name and contact details of Notary Public or Bankers in the foreign country where documents were certified. Photo ID and Residential Address Confirmation Documents of Local Manager, three Key Directors, All Signatories and Shareholders with 10% or more interests.

**KYC PROFILE (Please Tick Appropriate Risk Profile)**

☐ Low ☐ Moderate ☐ Above Average ☐ High

Indicate if customer is a PEP ☐ Yes ☐ No (If Yes, kindly complete a PEP form)

**I CONFIRM ALL APPLICABLE DOCUMENTS REQUIRED TO OPEN AN ACCOUNT HAVE BEEN RECEIVED FROM THE CUSTOMER**

BRANCH NAME:

ACCOUNT NO:

NAME OF PB/CSO:

PB/CSO ID:

SIGNATURE:

DATE:

CSO/PB/RM ASSIGNED:

NAME:

SIGNATURE:

PRIM. RM CODE:

DATE:

SECONDARY RM ASSIGNED:

NAME:

SIGNATURE:

SEC. RM CODE:

DATE:

## \*MANDATE CARD

ACCOUNT NAME:

\*MANDATE AUTHORISATION / COMBINATION RULE (ACCOUNT MESSAGE):

☐

SOLE SIGNATORY

☐

JOINTLY (Both to sign)

☐

OTHERS

SPECIFY:

1 NAME:

TELEPHONE NUMBER:

CLASS OF SIGNATORY:

USE "A" OR "1"

SIGNATURE MESSAGE:

(Mandate instruction  
specific to signatory)

Signature:

Date:

PHOTO

2 NAME:

TELEPHONE NUMBER:

CLASS OF SIGNATORY:

USE "B" OR "2"

SIGNATURE MESSAGE:

(Mandate instruction  
specific to signatory)

Signature:

Date:

PHOTO

3 NAME:

TELEPHONE NUMBER:

CLASS OF SIGNATORY:

USE "C" OR "3"

SIGNATURE MESSAGE:

(Mandate instruction  
specific to signatory)

Signature:

Date:

PHOTO

4 NAME:

TELEPHONE NUMBER:

CLASS OF SIGNATORY:

USE "D" OR "4"

SIGNATURE MESSAGE:

(Mandate instruction  
specific to signatory)

Signature:

Date:

PHOTO

