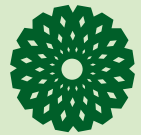


# APPLICATION TO OPEN AN ACCOUNT

INDIVIDUAL TIER I



SunTrust

TITLE:

SURNAME:  FIRST NAME  OTHER NAMES

MARITAL STATUS:  BVN:

RESIDENTIAL ADDRESS:

GENDER

MAILING ADDRESS:

EMAIL  MOBILE NO:

DATE OF BIRTH:    PLACE OF BIRTH:

Day Month Year

MOTHERS MAIDEN NAME:

SOURCE OF FUNDS

TAX IDENTIFICATION NO  NATIONALITY:

STATE OF ORIGIN:  MEANS OF IDENTIFICATION

LOCAL GOVERNMENT AREA:

SPOUSE NAME:  ID CARD NO:

BUSINESS/OCCUPATION:

BUSINESS/EMPLOYER'S NAME:

BUSINESS/EMPLOYER'S ADDRESS:

DATE OF EMPLOYMENT:  LINE OF BUSINESS

NAME OF NEXT OF KIN:  GENDER

ADDRESS OF NEXT OF KIN:

RELATIONSHIP:  MOBILE NO:

## PLEASE SELECT PREFERRED E-BANKING PRODUCTS/SERVICES

Internet Banking  E-mail Statement  SMS Alert  Email Alert  Mobile Money  Debit Card

## DECLARATION

The information that I have provided in this form is accurate and is valid at the date of opening this account. I have also fully read and understand that the terms and conditions for operating a SunTrust Bank Account contained herein, and also the accompanying booklet as applicable, and agree to be bound by all terms and conditions as applicable to the banking services applied for by me. I therefore request that you open an account and provide your services to me/us in line with the above information.

SIGNATURE:

DATE:

## INDEMNITY

I \_\_\_\_\_ whose address is \_\_\_\_\_ (hereinafter called "the Customer" which expression shall wherever the context so admits include its Successors-in-Title, Assigns, Privies, Agents, and Legal/Personal Representatives) hereby give this Indemnity to SunTrust Bank Nigeria Limited. WHEREAS I have requested that the Bank honour all transactions and requests on my account(s) no. \_\_\_\_\_ domiciled with the Bank at my request via e-mail address: \_\_\_\_\_, notwithstanding the advice of the Bank that the account be operated via signed instructions.

IN CONSIDERATION of SunTrust Bank Nigeria Limited (hereinafter called "the Bank") acting upon email instructions from the above named addresses in relation to the account, I hereby indemnify and hold the Bank harmless and keep the Bank fully indemnified against all costs, losses, damages, expenses, injuries, claims or suit arising from and any adverse condition that it may suffer or that may be occasioned by reason of its acceptance of, and/or the Bank acting on my email instructions, given in respect of the aforesaid accounts through the aforesaid medium and or by reason of the failure, delay or neglect in regularizing the instructions as may be required, including but not limited to the following;

1. The risk of unauthorized transactions on my account via e-mail;
2. The unauthorized usage of my e-mail address;
3. Any cost, expense, damage or claim whatsoever which the Bank may incur or become liable from the operation of my account via e-mail.

I acknowledge and recognize that access to my email is a security check for my account operations and as such, I undertake to be fully and solely responsible for all risks that may arise from all messages sent via my said email, and against all losses which may be suffered by me as a result of the Bank acting/relying on such emails. THIS INDEMNITY shall be continuing and shall remain in force from the date stated hereunder until released by the Bank.

THIS INDEMNITY shall be construed in accordance with the laws of the Federal Republic of Nigeria.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20

SIGNED SEALED AND DELIVERED BY:

-----  
Name \_\_\_\_\_ Signature \_\_\_\_\_

## GENERAL ACCOUNT TERMS AND CONDITIONS

1. The operations of the account is limited to a maximum single deposit amount N50,000 and a maximum cumulative balance of N300,000.
2. International funds transfer is prohibited
- 3 You will be required to provide further documents at any point in time when transacting above the regulated threshold.
4. This account is strictly savings

## MANDATE CARD

ACCOUNT NAME:  ACCOUNT NUMBER   
ADDRESS:  PHONE NO.

Affix passport photograph of signatory	NAME _____	Affix passport photograph of signatory	NAME _____
	CLASS OF SIGNATURE _____		CLASS OF SIGNATURE _____
	SIGNATURE _____		SIGNATURE _____

## FOR BANK USE ONLY

SAVINGS ACCOUNT NO:

Account Opened by: **C/S Officer** Date & Signature \_\_\_\_\_

Approved by: **Head of Operations** Date & Signature \_\_\_\_\_

Approved by: **Relationship Manager** Date & Signature \_\_\_\_\_

ACCOUNT OFFICER'S NAME AND SIGNATURE \_\_\_\_\_

Approved by: **Internal Control** Date & Signature \_\_\_\_\_

Approved by: **Compliance** Date & Signature \_\_\_\_\_

Approved by: **Audit** Date & Signature \_\_\_\_\_

# ELECTRONIC BANKING TERMS AND CONDITIONS

## 1. Definitions

**"Customer"** means a customer of SunTrust Bank Nigeria Limited (STB) who has or operates an account with the bank and is named in the application form, however where two individuals are named, either or both shall be referred to as customers.

"The Bank" means SunTrust Bank Nigeria Limited (STB)

**"Card"** refers to SunTrust Master Card Credit and Debit, Visa Debit, Verve Debit and Verve Prepaid. The cards above are a properties of the Bank and will be returned unconditionally and immediately to the bank upon request by the Bank.

**"Card Holders"** means a customer who has been issued any of the following SunTrust cards: SunTrust Master Card debit, Master Card Credit, Visa Debit, Verve Debit and Verve Prepaid.

**"Service"** means any of the following: (STB) Retail Internet Banking, ATM, POS, SMS alerts, Mobile Banking and card services.

**"Access code, Pass code, Username and Password"** means the enabling code required to access the system for any of the services and which is known to you alone. The Bank will not be held responsible for disclosure of same.

**"Account"** means a current or savings account or other account maintained with the bank at any of the bank's branches in Nigeria.

**"PIN"** means the Personal Identification Number.

**"ATM"** means Automated Teller Machine that dispenses cash to account holders via the use of debit/credit/prepaid cards or our cash deposit ATM's.

**"SunTrust Cards"** refers to personalised SunTrust Master Card debit, Master Card Credit, Visa Debit, Verve Debit and Verve Prepaid which are used by a customer for initiating transactions on the various electronic payment channels eg A.T.M, POS and Internet.

"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 and without limitation to free-format messages, fixed format messages or instructions to make payments, requests for cheque books, Bank drafts or the purchase or sale of securities and interests in mutual funds.

2. The service allows the customers to give the Bank Instructions by use of

2.1. Telephone, secure message (e-mail, SMS), Internet banking for the following:

a). Obtain information regarding customer's balances as at the last date of business with the bank

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

c). Authorise the Bank to debit customer's account to pay specified utility bills as NITEL, PHCN, WATER RATE and / or any other bills as specified by customer subject however to availability of such bill payment under this service.

d). Authorise the Bank to effect a transfer of funds from the customer's accounts to any other account with the Bank and with other Banks.

e). Authorise the Bank to effect / stop any payment order.

f). Authorise the Bank to debit customers account and credit same into any of the customers designated card.

2.2. Upon receipt of the customer's instruction, the Bank will endeavor to carry out the customer's instruction promptly except in the event of any unforeseen circumstances such as Act of God, Force Majeure and other causes beyond the Bank's control.

3. Before the customer can access any of the services, he / she / must have any or a combination of the following

An account with the Bank

A valid email address

A Passcode, Access code, User name, Password,

A Personal Identification Number "PIN"

Valid GSM Number

4. The Pass code / Access code / Password / E-mail security

The customer understands that his / her Pass code, Access code / Password, E-mail is used as a medium to give instructions to the Bank and accordingly undertakes.

4.1. That under no circumstance shall the Pass code, Access code / Password be disclosed to a third party.

4.2. Not to write the Passcode / Access code / Password in an open place in order to avoid third party access.

4.3. That once the Bank is instructed by means of the customer's Passcode / Access code or Pin the Bank is entitled to attend to the Instructions as though given by the customer and to provide a response on the same.

4.4. That the customer's Passcode must be changed immediately it becomes known to someone else.

4.5. That the Bank shall be exempted from any form of liability whatsoever for complying with any or all instructions(s) given by means of the customer's Pass code / Access code if by any means the Pass / Access code becomes known to a third party.

4.6. Where a customer notifies the Bank of his intention to change his Pass code / Access code arising from loss of memory of same, or

that same 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 Pass code / 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 Pass / Access code or knowledge of a third party and the time the report is lodged with the Bank.

4.7. Once a customer's passcode I access code is given, it shall be sufficient confirmation of the authenticity of the instruction given.

4.8. The customer shall be responsible for any Instruction given by means of the customer's Pass code / Access code. Accordingly, the bank shall not be responsible for any instructions given by the customer using their Pass code / Access code.

5. Electronic Banking Service

5.1. The use of debit cards shall be subject to the following terms and conditions:

I/ We understand that my / our card shall be kept secured at all times and that my / our Personal Identification Number (PIN), Card verification Value (cvv), and Card Verification code will not be disclosed to any third party.

5.2. I/ We understand that all transactions at any Automated Teller Machine (ATM), Point Of Sale (P.O.S) terminal or via internet made with my card and PIN, CVV or CVC shall be treated as having been authorised by me / us.

5.3. I/ We understand that if any account that may be assessed by my card is a joint account with more than one signatory, all transactions at any ATM, pas terminal or via internet that are made with my card and PIN, CVV or CVC shall be treated as authorised by me and the Bank shall not be liable if it's found that such transactions were carried out without my authorisation.

5.4. I/ We understand that cash Withdrawals made With my card and PIN shall not exceed a maximum limit as may be specified by the Bank from time to time, and if it does by way of a downtime or system glitch, I undertake to immediately fund my account to bridge the shortfall

5.5. I/ We understand that cash withdrawal at the ATM shall be deemed to have been concluded at the point when the ATM dispenses cash via the cash tray. The Bank accepts no liability whatsoever for any subsequent event that occurs after cash had been dispensed.

5.6. I/ We understand that this card is the property of the Bank and may be withdrawn at any time. it must be returned to the Bank on demand. I further agree that the ATM may impound my cards any time if the circumstances so warrant.

5.7. I understand that the card shall expire on the date indicated thereon and renewed automatically by the Bank.

5.8. I/ We understand that the Bank shall not be liable for any machine malfunction, strike or dispute or any other circumstance affecting the use of the card where such matters are not within the direct control of the Bank.

5.9. I/ We agree to be liable for all losses arising from use of the card by any person having possession of it with my consent or due to my negligence.

5.10. I/ We understand that the Bank reserves the right to charge me fees and commission, as it may deem appropriate for the use of this service.

5.11. I/ We understand that if my card is lost or stolen, I shall promptly make a written report to the Bank or at its nearest branch and take all necessary steps as the Bank may require in the recovery of the card. I further agree to be liable for any loss arising from the use of my card or PIN, CVV or CVC by any unauthorised person up to two working days after the Bank receives written notification of loss of the card.

5.12. I/ We understand that in the event that my card is lost, missing, stolen, or my PIN, CVV and CVC is forgotten, I shall be required to obtain a new card from the Bank at a prescribed fee.

5.13. I/ We understand that my rights under this service are personal and therefore not assignable or transferable.

5.14. I/ We understand that the Bank may vary the terms of this service at any-time without notice to me.

5.15. I/ We understand that either party may terminate this service with seven days written notice to the other party; however the Bank may terminate this service with or without notice if circumstances so warrants.

5.16. I/ We agree to abide by the rules and regulations of relevant card associations (Master Card, Visa, Verve, etc.)

5.17. I/ We undertake to activate my debit card before leaving my branch.

5.18. I/ We understand that the Banks products and services may from time to time, attract additional charges which will be applied according to the Global Banking Terms and Conditions as stated overleaf and on the Internet Banking log in page.

5.19. I/ We understand that unless the Bank receives express instruction to cancel a particular product / service, you will continue to benefit from these add-ons.

5.20. I/ We understand that the cards will be renewed automatically within one month of expiry date unless the Bank received express instructions from the customer on the contrary at least one month before the renewal date

## 6. Alert / e-Mail Statement Banking Service

The use of Alert Banking Service shall be subject to the following terms and conditions:

6.1. The Alert Banking Service is an information service which is given after the occurrence, all transaction message sent by alerts are therefore presumed and treated as having been authorised by me and the Bank shall therefore have no liability whatsoever to me.

6.1. I hereby accept responsibility for the confidentiality and security of the alert message and shall ensure that my mobile phone is kept in safe custody and that I alone have access to my email alert.

6.3. Where I operate a joint account or an account with more than one signatory for this service, all transaction messages shall be treated as having been authorised by me and the Bank shall therefore not be liable if it turns out that such transactions were carried out without due authorisation.

6.4. The Bank shall not be liable for any loss arising from my inability to receive notification due to system downtime arising from: a). Circumstances beyond its control, including strikes and dispute, b). System maintenance, upgrading or similar circumstance. c). Failure of service provider to deliver SMS on time.

6.5. I agree to pay the Bank's scale of fees and commission as may be specified from time to time, for the provision of this service. I hereby authorise the Bank to debit any of my accounts with such fees and commission.

6.6. I agree that my rights under this agreement are personal and therefore not assignable or transferable.

6.7. If the Bank provides by email any confidential information requested by me, I agree that the Bank shall not be liable if the information provided is lost or intercepted, altered or misused by a third party.

6.8. Where my mobile phone is lost, missing, stolen, I undertake to make a report to the Bank within 14 hours and the service shall be terminated for the affected line immediately.

6.9. The Bank shall not be liable for any Information that is disclosed to any unauthorised person due to my negligence.

6.10. Either party may terminate this service within seven days to the other, however the Bank may terminate this service with or without notice if circumstances so warrant

## 7. Mobile Banking & Mobile Money

7.1. Depending on the service type, the customer may be provided with a temporary PIN for the service in the first instance and will be asked to change the PIN before transacting or will be asked to select his / her own pin.

7.1. As a safety measure, customer should immediately change PIN upon receipt and is responsible for maintaining the confidentiality of the PIN. The customer is to change his / her PIN frequently thereafter.

7.3. The customer acknowledges that the PIN selected acts as the customer's authorised signature, which authorises and validates Instructions given as all written signature does.

7.4. The customer agrees that he / she will not under any circumstances disclose the PIN to anyone, including any employee of the Bank or anyone claiming to represent the Bank or to someone giving assistance on a technical helpdesk in connection with the service. It should be clearly understood that Bank employees do not need the customer's PIN for any reason whatsoever.

7.5. The customer should ensure that no one is physically watching his / her PIN when inputting it on the mobile phone. The PIN should not be written anywhere.

7.6. The Bank shall not be held responsible for the failure of the User to safeguard the secrecy of the PIN or be held liable if the User allows anyone to have access to the pin thereby compromising his / her accounts. User in allowing anyone to have access to his / her pin does so at his / her own risk.

7.7. If the customer forgets the Mobile Banking PIN, he/she has to make a request for the issuance of a new PIN by sending a written request to ENG/r Contact Center.

7.8. The User agrees and acknowledges that STB shall in no way be held responsible or liable if the User incurs any loss as a result of information being disclosed by STB regarding his account(s) or carrying the instruction of the User pursuant to the access of the SunTrust Bank Mobile and the User shall fully indemnify and hold harmless STB in respect of the same.

7.9. STB reserves the right to change the service charges, as may be fixed from time to time. The User hereby authorises STB to debit his / her Bank account(s) with such charges.

7.10. Whenever the customer accesses the service offered by STB applicable telecommunications charges may apply.

7.11. Customer should agree and confirm that he/she will not use this SunTrust Bank mobile facility for money laundering or Violate any law related to money laundering.

7.11. STB reserves the right to demand an explanation or explanations from the user regarding any matter pertaining to money laundering law(s) of Nigeria.

7.13. These Terms and conditions / or the operations of the accounts of the User shall be governed by the laws of the Federal Republic of Nigeria.

# GLOBAL ACCOUNT TERMS AND CONDITIONS

Please read this page carefully. It provides you with important information about your SunTrust Bank account(s).

## A. TERMS/SCOPE

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

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

These conditions are supplemented and /or amended for Accounts held in certain countries or territories by local conditions (the "Local Conditions"), which will be supplied to the Customer by SunTrust Bank will be binding on the Customer and SunTrust Bank.

If there is a conflict between these conditions and any local Conditions the Local Conditions prevail, and if there is a conflict between these conditions or any Local Conditions and any agreement relating to a service or product provided to the Customer (a "Service"), that agreement prevails.

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

## B. THE ACCOUNT

The Customer shall assume full responsibility for the genuineness, correctness and validity of all endorsements appearing on all means of payment, orders, bills, notes, negotiable instruments, receipts or other instructions deposited into the account.

The Bank will not be responsible for any loss of funds deposited with it arising from any future Government order, law, levy, tax, embargo, moratorium, exchange restriction or any other cause beyond its control.

Your account shall be debited for any service charge that is set by the Bank from time to time.

All notices or letters will be sent to the physical, postal or electronic address supplied by you and will be considered duly delivered and received at the time it is delivered or seven days after posting.

The Bank will not be liable for funds handed over to members of its staff other than the Cashier/Tellers in the Bank's premises with the appropriate deposit slip. Any anomaly in the entries on your Bank statements must be brought to the attention of the Bank within 30 days of the date, thereof and you agree that failure to give such notice absolved the Bank from all liabilities arising thereof.

The Bank may exercise its general lien or any similar right it is entitled to including the right to combine and consolidate all or any of the Customer's accounts with the Bank and the right to set off or transfer any sum or sums standing to the credit of any one or more of such accounts against liabilities in any other account.

## C. INSTRUCTIONS

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

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

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

SunTrust Bank may decide not to act on an Instruction where it reasonably doubts its contents, authorization, origination or compliance with the Procedures and will promptly notify the Customer (by telephone if appropriate) of its decision.

If the Customer informs SunTrust Bank that it wished to recall, cancel or amend an Instruction, SunTrust Bank will use its reasonable efforts to comply.

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

The Customer irrevocably agrees that all instructions and documentation issued to the Bank by the Customer in any electronic form shall be binding and enforceable against the Customer.

The Customer agrees to fully indemnify the Bank against any expenses, claims or liabilities whatsoever incurred by the Bank by reason of acting on such instruction/documentation.

The Customer authorizes the Bank to set off any such expenses incurred by it against any of the Customer's account with the Bank.

## D. MEANS OF PAYMENT

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

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

The Bank may exercise its discretion in allowing withdrawals against uncleared means of payment(s) where the means of payment are returned unpaid thereafter, the Bank shall have the right to hold on to the returned means of payment and take further action it deems appropriate to recover the value of the withdrawal from you. The Bank shall have the right whenever it deems appropriate to confirm the issuance of a means of payment drawn on the Customer's current account failing which the means of payment may be returned with 'Drawer's Confirmation Required' endorsed thereon. You must ensure that your means of payment are kept in a safe place to prevent unauthorized persons from gaining access to same as failure to do this, may be a ground for any consequential loss being charged to your account.

If your means of payment get lost, missing or stolen you must notify the Bank immediately. The Bank shall not be held liable for any unauthorized use of your means of payment where the loss or otherwise of same was not reported immediately.

SunTrust Bank may supply checks, payments instruments and related materials to the Customer and the Customer will make reasonable efforts to avoid any fraud, loss, theft, misuse or dishonor in respect of them. The Customer will promptly notify SunTrust Bank in writing of the loss or theft of any check or payment instrument and will return to SunTrust Bank or destroy any unused checks, payment instruments and related materials when the relevant Account is closed.

## E. OVERDRAWN ACCOUNTS

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

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

## F. STATEMENTS AND ADVICES

Statements and Advices can be delivered to the Customer either physically, by post or electronically (e-Statements or e-Alerts).

Where requested, the Bank may provide electronic Statements or SMS-Alerts or other similar service to provide information on transactions. The service is provided 'as available' and without any warranty of fitness for a specific purpose. We do not warrant that this service will always be uninterrupted, or that any information provided is accurate and current as at the time it is received. The Bank disclaims responsibility for the service provided by any network provider.

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

## G. INTEREST, FEES AND OTHER AMOUNTS

You will be liable for the payment of interest charges at the rate fixed by the Bank from time to time for any outstanding debit on your current account. Your current account may also be debited for the Bank's usual banking charges, interest, commission, etc.

Unless otherwise agreed, SunTrust Bank may modify at any time the rate of interest, fees or other amount applicable to any Account or Service (But subject to any legal requirement as to notice).

## H. FORCE MAJEURE

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

## I. SHARING OF INFORMATION

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

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

## J. RESTRICTION ON THE ACCOUNT

The Customer irrevocably consents and agrees that, the Bank may in its absolute discretion, if there is a contending dispute in respect of the Account, or if it reasonably suspects fraud or other irregular practices in respect of the Account in whatever manner or if based on a directive/Circular from the Central Bank of Nigeria, or any law enforcement agency, place a restriction on further operation of the Account until such a time as it is reasonably satisfied that such concern, suspicion no longer exists. This is without prejudice to the Bank's right to close the Account.

## K. ELECTRONIC MONITORING OR RECORDING

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

## L. CHANGE OF MANDATE

The customer must notify the Bank immediately of any change in the address, directors, committee members, trustees, designated members, secretaries. Any modification of change in authorized signatories must be signed in accordance with the existing mandate and accompanied by a resolution to that effect.

## M. TERMINATION

Either party may terminate this agreement at any time (but subject to any legal requirement as to notice) by notifying the other in writing.

On closure of an Account, the termination becomes effective after any means of payment drawn on the account or outstanding on it have been paid; all means of payments and cards issued to you have been sent back to the Bank; and all information and equipment supplied by SunTrust Bank have been returned to the Bank.

Where the Bank is terminating the agreement and your account is overdrawn, you must pay all sums outstanding on the account otherwise the Bank may take appropriate legal action for recovery.

All mandatory documentation should be completed by the Customer within three (3) months of opening the account; if you do not provide the required document with three (3) months, the account will be automatically closed after prior notice to you.

## N. JURISDICTION

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

## O. DISCLAIMER CLAUSE

The bank disclaims liability for any funds/assets deposited by you which are subsequently found to have derived from illegal source or activities.

You confirm that the funds/ assets deposited are not derived from any illegal source or activities.