

Dear Applicant,

IMPORTANT INFORMATION FOR OPENING A NEW BANK ACCOUNT

Thank you for your decision to open an account with Prudential Bank Limited.

We wish to inform you that the Bank is required in compliance with the Anti-Money Laundering Act, 2020 (Act 1044), Anti-Terrorist Act, 2008 (Act 762), and other statutes and regulations of relevance, to obtain, verify and record information, which identifies each person, company or institution that opens a bank account in Ghana.

Applicants are required to provide their names, residential and postal addresses, proof of identity, date of birth, occupation, source(s) of income and other pertinent personal details which are spelt out on page 2 of this document.

Please ensure that you read carefully the Terms and Conditions on pages 10 to 13.

We count on your co-operation

By Management

REQUIREMENTS FOR OPENING PERSONAL ACCOUNT

1. Personal details of the account holder or signatory to the account (i.e. date of birth, identity, residential address and TIN etc.)
2. One (1) recent passport-sized photograph of the personal account holder.
3. Valid photo identification of the account holder (e.g., Passport / Driver's Licence / Voter ID / National ID/SSNIT Card, etc).
 - **Foreign nationals shall submit valid Passport and Residence Permit. (This is Mandatory)**
4. Proof of residential address of the account holder or signatory to the account.

Provide GPS Address Code

In addition to the GPS Code, the Bank **may** request for any of the following:

- a. Google Map Extract to confirm the residential address
- b. Original copy of utility bill (e.g., electricity, water, telephone etc) not more than 3 months old or
- c. Current Tenancy Agreement to confirm the residential address.

NOTE: For foreign nationals and non-resident Ghanaians, a phone bill, bank statement or driver's licence etc confirming the residential and postal addresses in the country of permanent residence is required.

5. U.S. citizens, residents, and green card holders are required to complete Foreign Account Tax Compliance Act (FATCA) supplementary form i.e., W8 or W9 where applicable..
6. A reference **MAY** be required from any of the following to open a Current Account. This will be subject to confirmation by the Bank:
 - Prudential Bank current account holder;
 - Applicant's employer;
 - Heads of recognised educational institutions;
 - Reputable individuals and professionals in good standing (e.g. Senior Public Officer, Lawyer, Medical Doctor, Accountant, Senior Banking Official and Religious Leader).

A photocopy of the referee's ID is required and subject to confirmation.

7. Initial minimum deposit:
 - Ghana Cedi Account - **As may be determined by the Bank.**
 - Forex a/c – USD100, £100, €100
8. Specimen signature of the account holder or signatory to the account.

For further clarification please contact the Account Opening Desk at any branch of the Bank

Please complete in **BLOCK LETTERS** and tick (✓) where applicable

Branch Name: _____

1. ACCOUNT INFORMATION

SELECT THE TYPE OF ACCOUNT(S) YOU WISH TO OPEN.

NOTE: YOU CAN OPEN MORE THAN ONE TYPE OF ACCOUNT WITH THIS FORM

GHANA CEDI ACCOUNTS Current Account

Savings Account

 Standard PBSA PWSA Student A/C**FOREX ACCOUNTS**

Foreign Currency Account (Forex)

	USD	GBP	EUR
Current Account	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Savings Account	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PURPOSE OF ACCOUNT(S)
 Personal Savings Investment Salary Loan Servicing Business Other: _____
 (Please specify)
DIGITAL PRODUCTS: ATM (cashWise) VISA Debit Card Mastercard UnionPay E-Zwich Mobile App MobiWise AlertWise Internet Banking (NetWise)
(E-STATEMENT AVAILABLE)**MODE OF DISPATCH OF STATEMENT/ADVICE** Email**OTHER ACCOUNT SERVICES****Cheque Confirmation:** Please note that the Bank may confirm cheques issued with the drawer before payment is made.**2. PERSONAL INFORMATION**Title: Mr Mrs Miss Dr Other: _____
(Please specify)

Surname

First Name

Middle Name(s)

Previous Name (if any)

Date of Birth: Gender: M F

Place of Birth: _____

Educational Status:

 Undergraduate Non Student Graduate Post Graduate

Nationality: _____

Home Town: _____

District: _____ Region: _____

Social Security No.: Tax Identification Number: Residential Status: Resident Non-Resident

Country of Residence (if non-resident): _____

Mother's Maiden Name: _____

Which of the following describes your status?

PLEASE INDICATE BY TICKING THE APPROPRIATE BOX

-
- Head of State or Government
-
- Senior Military Official
-
-
- Minister of State
-
- Senior Judicial official
-
-
- Politician*
-
- Senior Public Official
-
-
- Chief Executive of State Owned Corporation
-
-
- Family Member or Close Associates of any of the above
-
-
- Private Individual

*Politician includes MPs, Political Party Executives and other high ranking Political Party Officials.

ADDITIONAL INFORMATION FOR NON-GHANAIS RESIDENT IN GHANA. PLEASE PROVIDE DETAILS BELOW:

Nationality: _____

Profession/Vocation: _____

Passport Number:

Date of Issue

Date of Expiry:

Country of Issue: _____

Residence Permit No.:

Date of Issue:

Date of Expiry::

Work Permit No.

Date of Issue:

Date of Expiry:

3a. CONTACT DETAILS IN GHANA

Residential Address: _____

 GPS Code: _____
 Nearest Landmark: _____
 Postal Address: _____

 Telephone No.:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

 Mobile No:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

 Mobile No:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

 Email: _____

3b. FOREIGN CONTACT DETAILS FOR FOREIGN NATIONALS AND NON-RESIDENT GHANAIAI APPLICANTS

Postal Address: _____

 Town/City: _____
 Country: _____
 Telephone No.:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

 Mobile No:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

 Mobile No:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

 Email: _____

4. CONFIRMATION OF IDENTITY & RESIDENTIAL ADDRESS
i. Type of Identification document

Passport
 Driver's Licence
 Voters ID
 National ID
 SSNIT Card
 Other: _____
(Please Specify)

ID Number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Place of Issue: _____

 Date of Issue:

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

 Date of Expiry:

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

ii. Residential Address Confirmation

GPS Address
 Directional Sketch
 Utility Bill
 Tenancy Agreement
 Bank Statement (Foreign Nationals)
 Other: _____
(Please Specify)

5. OTHER DETAILS
Marital Status:

Single
 Married
 Divorced
 Separated
 Widowed

Spouse Details

Surname

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

First Name

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Middle Name(s)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Previous Name (if any)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Postal Address: _____

 Telephone No.:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

 Mobile No.:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

 Name of Employer: _____

6. OTHER ACCOUNTS

A. Do you have other account(s) with Prudential Bank
(e.g. Personal or Business Account) Yes No

i. If yes, provide account number(s):

ii. Additional account numbers:

B. Do you have accounts with other banks? Yes No

If yes, please provide details:

i. Bank Account 1:

Bank Name

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Bank Branch

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Account Name

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Account Number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Do you have a credit facility with the Bank named above?

Yes No

Account status: Active Dormant

ii. Bank Account 2:

Bank Name

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Bank Branch

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Account Name

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Account Number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Do you have a credit facility with the Bank named above?

Yes No

Account status: Active Dormant

7. EMPLOYMENT STATUS

Employee Self-Employed Unemployed Student Retired Part time/Casual Other: _____
(Please specify)

Occupation: _____ Current Employer: _____

Office Location: _____ Postal Address: _____

No. of Years with Current Employer: _____ Previous Employer: _____

Monthly Income (Please select as appropriate)

Up to GHS 500 Between GHS 501 and GHS 1,000 Between GHS 1,001 and GHS 2,000 Between GHS 2,001 and GHS 3,000
 Between GHS 3,001 and GHS 4,000 Between GHS 4,001 and GHS 5,000 Between GHS 5,001 and GHS 10,000 Above GHS 10,000

8. FINANCIAL INFORMATION

A. Source of Funds/Wealth

Income from Employment Inheritance/Gift
 Personal Savings Remittance
 Investment Income Business Income
 Other _____
(Please specify)

B. Anticipated Value of Transactions per Month in Ghana Cedis

Deposits:

Less than 1,000
 1,000 to 5,000
 Between 5,001 to 10,000
 Above 10,000

Withdrawals:

Less than 1,000
 1,000 to 5,000
 Between 5,001 to 10,000
 Above 10,000

9. KEY CONTACT PERSON DETAILS

Surname

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Middle Name(s)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Relationship: _____

First Name

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Postal Address: _____

Tel. No.: _____

Mobile No.: _____

Date of Birth: _____

10. REFERENCE (Current Account Applicants only)

Note: Acceptable referees:

- | | | | |
|---|---|---|-------------------------------------|
| <input type="checkbox"/> Existing PBL Current Account Holder | <input type="checkbox"/> Applicant's Employer | <input type="checkbox"/> A Reputable Religious Leader | <input type="checkbox"/> Accountant |
| <input type="checkbox"/> Senior Banking Officer | <input type="checkbox"/> Public Office Holder | <input type="checkbox"/> Medical Doctor | |
| <input type="checkbox"/> Current Account holder of another Bank | <input type="checkbox"/> Lawyer | <input type="checkbox"/> Other: _____ | |
- (Please Specify)

Name of Referee: _____

Address of Referee: _____

 Telephone No.:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

 Mobile No.:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Email: _____

 PBL Account No.(s)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

 Signature/Thumbprint:

--

Type of Identification document

- | | |
|---|---------------------------------------|
| <input type="checkbox"/> Passport | <input type="checkbox"/> National ID |
| <input type="checkbox"/> Driver's Licence | <input type="checkbox"/> SSNIT Card |
| <input type="checkbox"/> Voters ID | <input type="checkbox"/> Other: _____ |
- (Please Specify)

 ID Number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Place of Issue: _____

 Date of Issue:

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

 Date of Expiry:

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

With the exception of PBL Account Holders, all other referees are required to submit introductory letters duly signed by them and attach photocopies of their IDs. The Introductory Letter may be confirmed by the Bank.

I hereby submit this application for an account to be opened in the name of:

11. DECLARATION

- I confirm that all the information provided in connection with this application is true and complete.
- I confirm that all documents provided in connection with this application are genuine.
- I authorize you to make any reference and other enquiries in accordance with your normal procedures.
- I authorize you to submit information on this account(s) to any credit reference bureau licensed under the credit reporting Act 2007 (Act 726).

- I acknowledge that the Bank may decline the application at its sole discretion.
- I consent to the Bank contacting me at the postal address, email address and telephone numbers provided on this application form.
- I have read and understood the Prudential Bank Terms and Conditions on pages ... and ... of this application form and agree to be bound by them.

MARKED AND THUMBPRINTED by after the contents hereof had first been read over, interpreted and explained to him/her in language by of (address) when he/she appeared to understand perfectly the import of same before making his/her mark hereto in the presence of:

NB: STAFF CANNOT SIGN AS WITNESS

Name of Witness

Signature

Date							
D	D	M	M	Y	Y	Y	Y

12. AUTHORISED SIGNATORY

PLEASE ENSURE THAT YOU HAVE FULLY COMPLETED THIS FORM BEFORE SIGNING

Name: _____
First Name
Middle Name
Surname

Date:

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

1. Specimen Signature/Thumbprint of Personal Account holder

Please affix passport-sized photograph of signatory

--

Thumbprint witnessed by:

Name

Signature

Date							
D	D	M	M	Y	Y	Y	Y

Indicate Mandate: _____

14. HIGH-RISK APPLICANTS
A. Compliance Officer's Comments:

Name

Signature

Date							
D	D	M	M	Y	Y	Y	Y

B. Senior Management Approval

Managing Director/Executive Head Operations or Executive Head Credit:

Name

Signature

Date							
D	D	M	M	Y	Y	Y	Y

15. DOCUMENTS CHECKLIST

	DOCUMENTS REQUIRED	SUBMITTED	DEFERRED	WAIVED	N/A
1.	Duly completed Account Opening Form				
2.	One (1) recent passport-sized photograph of the personal account holder				
3.	Valid photo identification (e.g., Passport/Driver's Licence/Voter ID/National ID/ Social Security and National Insurance Trust (SSNIT), etc). Foreign nationals shall submit valid Passport				
4.	Proof of residential address of the personal account holder or signatory to the account (e.g., GPS Code/ Utility bill /Current Tenancy Agreement)				
5.	Proof of residential address for foreign nationals personal account holder or signatory to the account (e.g., Phone bill, Bank Statement or driver's licence)				
6.	Residence Permit for Foreign nationals				
7.	Work Permit for Foreign nationals				
8.	Completion of Foreign Account Tax Compliance Act (FATCA) supplementary form.				
9.	Reference from the list of PBL acceptable individuals				
10.	Initial minimum deposit				
11.	Specimen signature /thumbprint of the personal account holder or signatory to the account				

16. TERMS AND CONDITIONS

1. INTRODUCTION

The information in this section together with any further instructions and conditions that may be prescribed by the Bank in the ordinary course of business shall constitute the terms of the agreement between you and Prudential Bank Limited (hereinafter called 'the Bank'). These terms and conditions, together with any other document(s) relating to the opening and operation of your account(s) given to you by the Bank constitute a contract between you and the Bank. Please read them carefully. The account holder(s) or signatories must be at least 18 years of age.

2. BACKGROUND CHECKS

The Bank may carry out checks on you and share information relating to your account and the conduct of your account with the Bank of Ghana, the Economic and Organised Crime Office (EOCO), the Financial Intelligence Centre (FIC) or any other statutory body to the extent permitted by law or if there are reasons to suspect that your account is being used for unlawful purposes. The Bank may make enquiries about your credit record or status with any credit reference bureau licensed by Bank of Ghana or any other party as may be appropriate.

The Bank may provide credit reference agencies with regular updates on the conduct of your account as required by law. The Bank may provide other banks, upon their request, with opinion reports relating to the conduct of your account in accordance with normal banking practice.

3. DEPOSITS

3.1 General

You can make deposits at any Prudential Bank branch in Ghana during normal banking hours.

You assume full responsibility for the genuineness, correctness and validity of all negotiable instruments deposited into your account(s).

The Bank shall not be liable for the loss of funds or negotiable instruments handed over to its employees other than the Cashiers/Tellers in their cubicles together with the appropriate deposit slip(s) during normal banking hours.

In the case of cash collection on the premises of the customer, the Bank shall only be liable if it had officially introduced to the customer its employees authorized to do so.

3.2 Cash Deposits

The Bank shall credit your account(s) with any Cash Deposit made by you or third parties in accordance with the Bank's normal practice. Third parties making cash deposit into your account may be required to provide their personal details and identification documents.

The Bank may require you to state the purpose of cash deposits made into your account.

3.3 Non-Cash Deposits

a) The Bank will credit your Account with the value of any Non-Cash instrument lodged with any branch of Prudential Bank in accordance with the Bank's normal practice, provided the named payee of the

Non-Cash instrument(s) matches your account details.

- b) In the case of cash collection on the premises of the customer, employees of the Bank authorized to do so shall be officially introduced to the customer.
- c) The Bank shall act only as your agent for collection in relation to Non-Cash instruments.
- d) Notwithstanding sub-clause (b) above, the Bank may decline to make a collection in relation to any Non-Cash instrument and will notify you as soon as practicable.

3.4 Deposit in different currencies:

In the event that you make a deposit into your Account in a currency other than the currency of the Account, the Bank shall convert the amount into your Account at the Bank's prevailing rate exchange.

4. WITHDRAWALS

4.1 General:

Subject to these Terms and Conditions, the Bank will allow withdrawals from your Account and honour relevant Payment instruments provided that:

- a) There is sufficient credit balance in your Account at the time the withdrawal is made or is to be acted on by the Bank;
- b) The relevant Payment Instrument is properly completed, contains all the relevant information and

appears, on the face of it, to be genuine.

4.2 Expiry of Payment Instruments:

The Bank shall decline to honour any Payment Instrument which is presented to it for payment after the end of the statutory or relevant expiry period in accordance with the Bank's normal practice.

4.3 Debiting Your Accounts:

Without prejudice to any set off clause (s), the Bank may at any time debit your Account(s) with any amount due from you to the Bank.

4.4 Stopping cheques:

You may request the Bank to stop payment of a cheque, or any payment instrument drawn on your Account(s). Such a request must be in writing and should include the full details of the cheque(s) or the payment instrument(s). Acceptance of such a request is not a representation by the Bank that the cheque or the payment instrument has not already been honoured or that there is sufficient time available to the Bank to act on the request. The Bank will make all reasonable efforts to dishonour or stop further processing of the relevant cheque(s) or payment instrument(s) and will have no liability for any failure to do so.

5. OVERDRAFT FACILITIES

As an account holder, you shall be liable for any amount owing to the Bank on your account and such amounts owed shall attract interest until the account balance is paid off.

5.1 Overdraft Request

You may apply to the Bank in writing for an overdraft facility on your current account(s). If the Bank agrees to grant you the overdraft/loan, it may impose

any conditions in addition to or different from these Terms, if appropriate. All overdraft facilities shall attract interest at the Bank's prevailing interest rate.

You shall ensure that your account does not become overdrawn or where the Bank has granted you an overdraft limit, does not become overdrawn in excess of that limit without prior agreement with the Bank. All excess shall attract a facility fee in addition to the applicable interest rate on the account.

5.2 Automatic Overdrafts

Notwithstanding any other provision under these terms and conditions in exercising any rights over any account, including the right to debit any sum from an account, the Bank may allow or cause an account to be overdrawn without giving notice to you and you shall be liable for such overdrafts, for example, debits in respect of facility fees, guarantee commissions and insurance of properties. Such overdrawn amounts shall attract interest at the applicable rate.

5.3 Repayment On Demand

You shall promptly repay all or any debit balance on your Account(s) on demand..

5.4 Interest

You shall pay interest on any debit balance on your account(s) at the Bank's prevailing interest rate. Interest shall accrue on a daily basis and be debited on the last working day of the month or as determined by the Bank. Interest shall be calculated in accordance with the Bank's normal practice.

6. ERRORS, CORRECTIONS AND REVERSALS

The Bank may reverse or debit all or part of any credit made into your account(s) under the

following circumstances:

- a) To correct a mistake;
- b) Where your account has been credited but the Bank does not obtain value for the payment instrument;
- c) Where the Bank is required to return the money to the relevant payer/drawer or paying bank or other financial institution; and or
- d) Where the Bank has reasonable grounds for doing so.

The Bank will notify you as soon as is practicable of any such cancellation, reversal or debit.

The Bank may at any time correct any mistake in any account statements, confirmations and advices provided to you and will promptly notify you of the change.

7. ACCOUNT INFORMATION

7.1 Statements

For each Account, the Bank will provide you with Account statements at such frequency as may be agreed between the Parties or, in the absence of such agreement, in accordance with the Bank's normal practice.

7.2 Verification of Account Information

You shall verify the accuracy of Account statements, and advices you receive from the Bank and notify the Bank promptly within thirty days of receipt, of any inaccuracies. Failure to do so shall be deemed to constitute your approval of the contents and the Bank will not be liable in relation to any inaccuracies.

7.3 Bank Records

The Bank's records in relation to the operation of an Account or any Account Transaction are conclusive except where an obvious mistake has been made.

7.4 Foreign Account Tax Compliance Act (FATCA)

You hereby consent to Prudential Bank Limited sharing your account and investment information with domestic or overseas regulators or tax authorities to determine your tax liability in any country where necessary.

You further agree and consent that Prudential Bank Limited may withhold and pay out from your account(s) and investments such amounts as may be required by domestic or overseas regulators or tax authorities in line with the applicable laws, regulations and agreements.

8. CHARGES

You shall pay any commissions, fees, interest or other charges levied by the Bank or any other financial institution on your account in relation to any Account Transaction you undertake.

9. PAYMENT OF INTEREST ON CREDIT BALANCES

The Bank will only pay interest on credit balances in your Account where the Bank has expressly agreed to do so. The Bank will credit such interest to the Account at such times as the Bank may determine.

Any interest payable by the Bank will be at the rate determined by the Bank from time to time and displayed on the Bank's notice board or as may be notified to you.

10 INSTRUCTIONS

10.1 Instructions

All instructions on your account must be consistent with the relevant Account Mandate and in such form and medium as agreed between the Parties.

10.2 Declining to act on Instructions

Where the Bank, acting in good faith, considers that any instruction is a 'Defective Instruction' the Bank may decline to act on that Instruction. The Bank will not be liable to the customer or any other person for any Loss suffered as a result of the Bank declining to act upon a defective Instruction. The Bank will notify you as soon as practicable if it declines to act on your Instruction.

10.3 Instructions resulting in an overdraft

The Bank may refuse to act on any instruction if it may result in a breach of clause 5.2 (No unauthorised overdrafts) and where more than one Instruction has been given, the Bank may decide which Instruction(s) to decline.

11 E-BANKING TERMS

11.1 The e-Banking Products & Services provided by Prudential Bank are for the sole use of the authorized person(s) and therefore not transferable.

11.2 The use of Electronic Banking Facilities shall be subject to Prudential Bank's prevailing rules and regulations. It should not be used for any purpose other than the transactions designated by the Bank.

11.3 You undertake to keep your Password/Personal Identification Number (PIN) strictly confidential and not to reveal the Password/PIN to any person at any time under any circumstances.

11.4 You authorize Prudential Bank to debit your account(s) with all charges for the use of e-Banking Products & Services, and also with any other liabilities inclusive of legal fees or other statutory charges, if any, relating to the use of e-Banking Products & Services.

11.5 Prudential Bank is not bound to carry out the instructions given through e-Banking Products & Services, if the Bank at its sole discretion suspects that such instructions do not emanate from the customer.

11.6 At no time would you use or attempt to use the e-Banking Products & Services to execute transfer of funds, unless sufficient funds are available in your account. Prudential Bank is under no obligation to honour any payment instructions unless there are sufficient funds in designated account(s) at the time of receiving such payment instructions.

11.7 You undertake to accept now and would accept hereafter Prudential Bank's record of transactions as conclusive and binding for all purposes.

11.8 Prudential Bank shall not be responsible for any loss or damage incurred or suffered by the customer as a result of malfunction or failure of the e-Banking Products & Services, or non-acceptance of instructions using the Banks e-Banking Products & Services.

11.9 Prudential Bank shall at any time be entitled to amend, supplement or vary any of these terms and conditions as well as the fees applicable at its absolute discretion with or without notice to you and such amendment, supplement or variation shall be binding on you.

11.10 Prudential Bank shall have the full discretion to cancel, withdraw or renew any Electronic Banking Facility extended to you without prior notice.

11.11 Notwithstanding anything herein to the contrary, Prudential Bank may at anytime, in its absolute discretion suspend or terminate your right of access to any of the services without notice for

any reason whatsoever and without any obligation to give any reasons.

11.12 Prudential Bank will automatically terminate your right of access to e-Banking Products and Services once you cease to maintain any account(s) with Prudential Bank which can be accessed via electronic banking channels or should your access to such account(s) be restricted by Prudential Bank or any other party such as Government of Ghana and its agencies, Court of Law, or Bank of Ghana, for any reason.

11.13 You will be liable for all transactions arising from the use of the e-Banking Products & Services.

11.14 These terms and conditions are governed by the laws of the Republic of Ghana.

12. SECURITY MEASURES

The Bank may at any time implement any security and other procedures including the Bank's Customer Due diligence and Know Your Customer procedures for the verification of your identity and verification that any transaction is authorised by you.

Where the Bank is unable to verify the genuineness of a transaction, it reserves the right to decline that transaction and shall not be liable for any loss suffered by you or any third party.

13. MANDATE

13.1 You will provide such Mandate (s) as the Bank may require from time to time. The Bank may rely on the contents of any Mandate and deal with and accept any instruction from, any authorised signatory specified, in accordance with the mandate provided.

13.2 Changes in Mandate

You may provide the Bank with an amended or replacement Mandate from time to time. The Bank will be entitled to a reasonable period of time not less than three working days from date of receipt of the notification, to process any such new mandate.

14. LIMITATION OF LIABILITY

14.1 Liability of the Bank

The Bank shall not be liable in any circumstance for any of the following, unless the same is the result of fraud on the part of the Bank.

- a) Any loss of profit, revenue, anticipated savings, business, contracts or goodwill or similar loss, whether direct, indirect or consequential that you may suffer;
- b) Any indirect or consequential Loss you may suffer or incur for any reason whatsoever even if such Loss was reasonably foreseeable or the Bank had been advised of the possibility of such loss or damage; or
- c) Any direct Loss you may suffer or incur unless such direct Loss (excluding the losses set out in sub-clause (a) above) are the result of the Bank's gross negligence or willful misconduct.

14.2 Notwithstanding clause 14.1 (Liability of the Bank) above, the Bank shall not be liable for any Loss suffered or incurred by you arising in connection with:

- a) any error, failure, interruption, delay or non-availability of services, goods, software, communication and other networks or information

supplied to you or to the Bank by a third party or controlled by a third party or that you use in connection with the Account(s) and/or the Services or

- b) Any Force Majeure event.

14.3 Responsibility for Payment Instruments

- a) You are required to collect your cheque books and other payment instruments from the branch where your account is domiciled.
- b) In the case of Payment Instruments given to the Bank, you agree that, except in cases of gross negligence or willful misconduct on the part of the Bank.
 - i. The Bank will not be responsible, and you will not make any claim or demand against the Bank, for any Loss you may suffer or incur, and
 - ii. You will indemnify the Bank on demand against any Loss the Bank may suffer or incur by reason of or in connection with:
- c) The Bank acting on any Payment Instrument that has been, or purports to have been, made by you or on your behalf,
- d) Any error contained in any Payment Instrument, irrespective of whether the error originated in the transmission or the receipt of the Payment Instruments; or
- e) Any delays in the transmission or receipt of any Payment Instrument.