



FIRST ALLY

MICROFINANCE BANK

RC 208513

Confidential

CORPORATE ONLINE BANKING FORM

This form should be completed in CAPITAL LETTERS using BLACK INK. Characters and marks should be similar in style to the following

A B C ✓

1. COMPANY INFORMATION

Company Name

Type of Business ☐ Sole Proprietorship ☐ Partnership ☐ Limited Liability Company ☐ Public Liability Company
☐ Others (Please Specify).....

Office Address
.....State:

PRIMARY CONTACT	SECONDARY CONTACT
Name:	Name:
Designation:	Designation:
Phone Number:	Phone Number:
Email Address:	Email Address:

2(a). PROFILE CREATION

This section details information on how you (the Business) want users to be profiled on the platform. All users created under your Company profile would have access to the Business as specified by you. Please find below the various user roles and access types available:

User Roles (Defines what actions each user can perform)

- **Custodian:** This is the default role assigned to a single-signatory account where the account owner is the sole user. In this role, the Custodian has full rights to view, initiate, and authorize transactions.
- **Supervisor:** This role is automatically assigned to the Custodian once additional users are added to the single-signatory account.
 - A Supervisor can view, initiate, and authorize transactions.
 - The Supervisor reviews transactions or requests initiated by 'Initiator' users and either approves or rejects them.
- **Authoriser:** The role reviews transactions or requests initiated by 'Initiator' users and either approves or rejects them. An Authorizer cannot initiate transactions or requests.
- **Initiator:** This role can initiate and submit transactions or requests on behalf of the business, but all submissions require approval from the Supervisor/Authoriser before they can be processed.

User Roles (Defines what actions each user can perform)

- **No Access:** User is profiled under the organization but cannot view or transact.
- **View Only:** User can log in and view account information but cannot perform any transactions.
- **View & Transact:** User can view account information and perform allowed transactions based on their assigned role.

2(b). USERS

Kindly state the User Role (Custodian, Supervisor, Initiator, Authorizer) that you wish to assign to each user. Please fill in the details below:

Number of Profiles Required.....

Title:	
First Name:	
Last Name:	
Email Address:	
Date of Birth	
Phone Number	
State:	
City	
Address:	
State of Origin	
Occupation:	
Mother's Maiden Name	
BVN:	
Custodian <input type="checkbox"/>	Initiator <input type="checkbox"/>
Authorizer <input type="checkbox"/>	Supervisor <input type="checkbox"/>

Title:	
First Name:	
Last Name:	
Email Address:	
Date of Birth	
Phone Number	
State:	
City	
Address:	
State of Origin	
Occupation:	
Mother's Maiden Name	
BVN:	
Custodian <input type="checkbox"/>	Initiator <input type="checkbox"/>
Authorizer <input type="checkbox"/>	Supervisor <input type="checkbox"/>

3. BANK ACCOUNT INFORMATION / DAILY TRANSACTION LIMIT

Please state maximum daily amount transferrable

Account Number

Transaction Limit

4. OTHER INFORMATION

Please provide any other relevant information in the space below

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I/We, on behalf ofhereby authorize that the total sum of (NGN)..... be debited from our Corporate Account, being the payment for security token(s).

Customer ID:

Please ensure that the Authorizer(s) in the user privileges is/are signatories on the mandate. Otherwise, refer to the submitted Board Resolution confirming the same.

Customer Service Officer (Name & Signature):

Date :

Concurrence

Head of Operations (Name & Signature):

Date :

TERMS AND CONDITIONS

By applying for the use of the Bank's Business Online Banking, the customer hereby agrees to the following terms and conditions:

"Customers" means a customer of the Bank who has or operates an account with the Bank and is named in the application form.

"The Bank" means First Ally Trust Microfinance Bank Plc

"Service" means the First Ally Trust Microfinance Bank Plc Business Online Banking, Business Concierge Services, First Ally Trust Microfinance Bank notification service.

"Second Factor Authentication (2FA), Access Code, Pass code, Username and Password" means the enabling credentials known only to you with which you access the system for the service.

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

"PIN" means Personal Identification Number.

OBLIGATIONS OF THE BANK

- To provide the customer with such services as listed in the list of services referred to in Annexure A;
- To provide the customer with the beneficiary and payment file format for the preparation of the payment schedules;
- The bank is expressly exempted from any liability arising from unauthorized access to the customer's account and/or data as contained in the bank's records via the service, which arises as a result of inability and/ or otherwise of the customer to safeguard his PIN, Pass code/ Access code and/ or password and/or failure to log out of the system completely by allowing on screen display of his account information;
- The bank is further relieved of any liability as regards breach of duty of secrecy arising out of customer's inability to scrupulously observe and implement instances of breach of such duty by hackers and other unauthorized access to the customer's account via the service;
- The bank can revoke, block or permanently disallow the use of its Corporate Online Banking platform should any of the agreed terms and conditions be broken
- The bank shall not be held liable for any loss or damage, liability or actions caused by customer's mistakes or processing errors as a result of any malfunction or misuse due to falsified, fortuitous occurrence or force majeure. The Bank would be free from costs, law suits, demands, claims attributed to activities of the like.
- The bank is indemnified now or in the near future of any claims, actions and penalties that may be suffered / incurred by reason of non-compliance of any of the terms & conditions for the use of our Corporate Online Banking platform.
- The Bank shall not be legally responsible for any disclosure of USER ID and/or PASSWORD to a 3rd party or any individual who has not been created by the bank as having rights or access to the Corporate Online Banking platform which might result in loss of money.

OBLIGATIONS OF THE CUSTOMERS

- To avail the bank with accurate information and all details required to effectively make payments through the bank's Corporate Internet Banking Platform.
- To ensure appropriate signatories are set up to approve payments in accordance with the Bank account mandate. This mandate will not be subjected to telephone, e-mail or any other manual confirmation by the bank before transactions are completed.
- To be absolutely responsible for safeguarding his User Name, Password, Transaction PIN, and under no circumstance shall the customer disclose any or all of these to any person.
- To adhere strictly to the beneficiary and payment file formats provided by the Bank in preparing the beneficiary and payment schedules;
- To ensure that all necessary measures are put in place such that the payment file in the defined location is well protected to prevent compromise.
- To pay the relevant fees and expenses associated with transaction, these charges are Subject to review from time to time by the Bank.
- To be legally responsible for payment instructions we carry out using the Corporate Online Banking platform of the Bank.
- To bear and be completely aware of all associated risks with the allocation of rights to the Administrator, Authorizer (s) and Initiator (s).
- To assume all responsibility of checking the accuracy of entries into accounts as well as notifying the bank in cases of any errors found under 24 hours.

INDEMNIFICATION

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

SERVICE CHANGES AND DISCONTINUATION

- The Bank reserves the right to change or discontinue temporarily or permanently, the service at any time without notice, in other to maintain the security and integrity of the service, The Bank may also suspend customer's access to the service at any time without notice. Customer agrees that the Bank will not be liable to the customer or any third party for any modification or discontinuation of the service.
- The Bank shall not be considered an agent or other legal representatives of the customer for any purpose by reason of this agreement and/or any other party whom the customer is using this service to pay;
- This agreement cannot be changed by the customer nor any of the banks right caved unless the bank agrees in writing or customer continues using the service following receipt of notice of any changes proposed by the bank.
- This agreement is personal to the customer and the customer shall not assign it to anyone.
- All notice to the customer shall be in writing via the address the customer has provided to the bank, all address the customer has provided to the bank, all notice to the Bank must be made in writing, sent to the bank's address
- The Bank and the customer shall be an independent contractor, and nothing contained in this agreement shall be deemed to create any association, partnership, joint venture or relation of principal, agent or master and servant, employer or employee between parties.
- If any of these terms is held to be unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect.

ARBITRATION

The Customer and the Bank shall use their best efforts to amicably settle all disputes arising out of or in connection with the performance or interpretation of these Terms and Conditions. Any dispute or differences arising out of the construction, interpretation or performance of the obligations created under this business relationship which cannot be settled amicably after receipt by a party's request for such amicable settlement may be referred to a single arbitrator to be appointed in accordance with the Arbitration and Conciliation Act. Cap. A 18, Laws of Federation of Nigeria 2004.

FORCE MAJEURE

The Customer and the Bank agree that there shall attach no liability to carry out any obligations under the Terms and Conditions in the event of force majeure including but not limited to systems downtime, Server failure, civil commotion, strikes or lock outs, war, flood, insurrection and other acts of God PROVIDED however that where an event of force majeure subsists for more than one (1) month the party affected by such force majeure event shall be deemed to have been voluntarily terminated this Agreement, subject to validity of pending obligations of either party. that where an event of force majeure subsists for more than one

GOVERNING LAW

These terms and Conditions shall be governed and construed in accordance with the laws of the Federal Republic of Nigeria in force from time to time.

ANNEXURE A: LIST OF SERVICES

This annexure provides a detailed list of standard services that are to be delivered to the client under the Terms of this agreement. The Electronic payment services provided by the bank will allow the client to perform the following services on an online real-time basis: • View account details online • View Account activity online • View daily transactions on account(s) • View payment status. • Add/edit Beneficiary profiles. • Upload Beneficiary file formats. • Perform intra and inter-account transfer. • Make payments online. • Approve beneficiaries and payments • Receive email and SMS notifications for actions performed with the system * Other Services that will be available using Electronic Banking systems include: • Request Cheque books • Order Bank Drafts • Trade Services • Receive and send messages. • Manage users. * Including other features that may be available with products upgrades.

Having read and understood the provisions of these Terms and Conditions, I/we hereby append my/our signature(s):

Authorized Signatory

Authorized Signatory

COMPANY SEAL/ STAMP

INDEMNITY FOR HONORING INSTRUCTIONS SENT VIA ELECTRONIC MEANS

In consideration of you, FIRST ALLY TRUST MICROFINANCE BANK PLC agreeing to honor my instructions, including funds transfer instructions and act upon any instructions, communications and documents sent by facsimile (fax), telephone, e-mail, letters issued according to my/our mandate as I/We may from time to time advise you in writing. I/We, with Account Number hereby confirm and declare that:

1. The Bank is authorized to accept and act upon any instructions, communications and documents sent electronically by facsimile (fax) or telephone or e-mail and letters issued according to my/our mandate,
2. I/We hereby irrevocably undertake to indemnify the Bank and hold it harmless from and against all costs (including without limitation legal fees and expenses, claims, losses, liabilities, damages and proceedings) whatsoever that the Bank may suffer or incur or that may arise as a result of the Bank's accepting or acting upon
3. such instructions, communication or documents. Furthermore, I/We hereby irrevocably release the Bank from all liability in the event that any telephone, e-mail, facsimile transmission or letter is not received, or is mutilated, altered, illegible or interrupted, duplicated, incomplete, unauthorized, or delayed for any reason.
4. In the event that I/We suffer any loss as a result of your honoring such instructions I/We shall have no claim or redress against you
5. I/We hereby agree to pay all fees and charges which the Bank may impose from time to time in connection with these services in the manner stipulated by the Bank
6. I/We agree that you may at any time without notice to me/us, set off or transfer any sum or sums standing to the credit of any one or more of my accounts with you in or towards the satisfaction of my liabilities to you arising out of your honoring the instructions on my/our behalf.
7. I/We agree that if I/We fail to pay on demand any sums payable hereunder, that interest shall accrue thereon from the date of such demand until judgment and full liquidation at your Prevailing Market Rate.
8. I/We agree that no delay or omission or granting of any indulgence on your part in exercising any right power, privilege or remedy in respect of this indemnity shall be construed as a waiver thereof, nor shall any single or partial exercise of any other right, power, privilege or remedy preclude any further exercise of any right, power, privilege or remedy. The rights, powers, privileges or remedies provided in this indemnity are cumulative and not exclusive of any rights, powers, privileges or remedies provided by the law.
9. It is not my/our intention that the instruction referred to above should be confirmed in writing or by telephone and I/We hereby ratify and confirm all that you shall do on my behalf by virtue of such instructions provided only that you acted only in good faith.
10. The Bank shall have absolute discretion, for any reason whatsoever, to act or not to act upon documentation received by facsimile, e-mail or letters or instructions received by telephone and/or to request verification of documents and instructions received by such means.

Dated thisday of.....20.....

Authorized Signatory

In the case of a non-corporate entity:

Name:

Signature:

Date:

The Manager,

First Ally Trust Microfinance Bank Plc
Plot 724, Adetokunbo Ademola St. Victoria Island,
Lagos.

INDEMNITY FOR INCREASE OF TRANSACTION LIMIT ON THE ONLINE BANKING PLATFORM (CORPORATE)

I/We, in consideration of First Ally Trust Microfinance Bank Plc (hereinafter called the Bank) agreeing to enable me/us initiate online funds transfer in excess of the daily default corporate limit of N10,000,000.00 (Ten Million Naira Only) with a maximum cap of N100,000,000.00 (One Hundred Million Naira Only) as specified by the Central Bank of Nigeria and on the Providus BusinessOnline Banking Platform, hereby increase my Limit on the Online Banking Platform to (N).....with regards to my account number..... which I operate with the.....Branch of the Bank.

I hereby INDEMNIFY the Bank against all actions, proceedings, claims, losses, costs, and/or damages which the Bank may suffer, incur, or sustain by this concession

The Bank may at any time during the continuance of this Indemnity and without recourse to me deduct from and set-off against my said account or against any other related account in my name any amount of any loss, damage, liability, claims, fines, expenses, charges and cost of actions which the Bank incurs consequent upon this concession.

This indemnity shall continue to be in force whether or not this arrangement is subsisting, or our Banker/Customer relationship has been terminated.

This indemnity shall be construed in accordance with the Laws of the Federal Republic of Nigeria.

Dated thisday of.....20.....

SIGNED SEALED AND DELIVERED BY THE WITHIN- NAMED

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In the presence of:

Name:

Address:

Occupation:

Signature:

Date: