****BUSINESS ACCOUNT OPENING FORM**

**This form must be filled by directly typing-in and can then be submitted as an attached file directly to our email** **INFO@HEDGEMFB.COM**

 **Account Number** (For official use only)

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**Branch**  **SOL ID**

**Account(s) Type Required** *(Please tick appropriately)* Current Account Fixed Deposit Account Fixed Agri-Project Investment Account

**Category of Business** *(Please tick appropriately)* Limited Liability Company Sole Proprietorship NGO/Association Others

 *Please specify*

1. **Business/Company Details**

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* Business/Company Name:
* CAC Registration Number: Date of Registration:

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* Country of Registration: Tax Identification Number (TIN)
* Type/Nature of Business: Sector/Industry:
* Operating Business Address:
* Registered Address *(if different from above):*

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* Email Address: Phone 1:

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* Website (if any): Phone 2:

**Additional Business/Company Information**

* Name of Parent/Subsidiary Company or Aliated Body:

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* Special Control Unit Against Money laundering (SCUML) Registration Number:
* Annual Turnover:

 Less than N5m N5m – Less than 15m 15m – Less than 25m N25m – Less than Above N25m

1. **Account Service(s) Required**

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* **Debit Card Preferences** *(Please tick appropriately) Preferred Name on the Debit Card (Not more than 20 alphanumeric characters including spaces*
	+ VerveMasterCardVisa
* **Electronic Banking preferences** *(Please tick appropriately)*
	+ Internet Banking Mobile Banking POS/ATM Others (specify)
* **Transaction Alert Preferences** *(Please tick appropriately)*
	+ **SMS Alert (Fee applies) Email Alert (Free)**
* **Account Statement Preferences**
	+ Delivery Channel: Email Post Branch Delivery Frequency: Monthly Quarterly
1. **Authority to Debit Account for Legal Search Report**

The Branch manager

Hedge Microfinance Bank

Dear Sir/Ma,

I/We hereby authorize the Bank to debit my/our account with the applicable fees/charges for the legal search conducted on our account at the Affairs Commission or relevant agency/authority of the government.

Thank you.

signature

signature

Yours faithfully,

Authorized Signatory Date: Authorized Signatory Date:

1. **Account Signatories’ Personal Details**

1. Title: Surname: First Name: Middle Name:

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| D | D | M | M | Y | Y |

Date of Birth: Gender: Male Female Marital Status: Single Married Others

Mother’s Maiden Name: Residential/Contact Address: House/Plot Number:

Street Name with major nearest Landmark:

Community/Town: L.G.A. State:

 Means of Identification: Driver licence International passport Voter’s card NIN Other (specify)

 *(Please tick applicable option)*

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| D | D | M | M | Y | Y |

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| D | D | M | M | Y | Y |

ID Number: Issue Date Expiry Date

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Bank Verification Number (BVN):

Occupation: Employer’s Name: Status/Job Title:

Email Address: Phone:

**Details of Next of Kin**

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| D | D | M | M | Y | Y |

Title: Surname: First Name: Mid-Name:

Date of Birth Gender: Male Female Marital Status: Single Married Others:

Nature of Relationship: Residential/Contact Address: House/Plot Number:

Street Name with nearest Landmark:

Community/Town: L.G.A. State:

Signature of first signatory here

Email Address: Signature:

***I hereby attest that the above information is true, correct and complete.*** Phone: Date:

1. Title: Surname: First Name: Middle Name:

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Date of Birth: Gender: Male Female Marital Status: Single Married Others

Mother’s Maiden Name: Residential/Contact Address: House/Plot Number:

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Street Name with major nearest Landmark:

Community/Town: L.G.A. State:

 Means of Identification: Driver licence International passport Voter’s card NIN Other (specify)

 *(Please tick applicable option)*

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ID Number: Issue Date Expiry Date

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Bank Verification Number (BVN):

Occupation: Employer’s Name: Status/Job Title:

Email Address: Phone:

**Details of Next of Kin**

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

Title: Surname: First Name: Mid-Name:

Date of Birth Gender: Male Female Marital Status: Single Married Others:

Nature of Relationship: Residential/Contact Address: House/Plot Number:

Street Name with nearest Landmark:

Community/Town: L.G.A. State:

Signature of second signatory here

Email Address: Signature:

***I hereby attest that the above information is true, correct and complete.*** Phone: Date:

1. **Details of Sole Proprietorship/Shareholders/Directors/Executives/Trustees/Promoters/Principal Officers**
2. Title: Surname: First Name: Middle Name:

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| D | D | M | M | Y | Y |

Date of Birth: Gender: Male Female Marital Status: Single Married Others

Mother’s Maiden Name: Residential/Contact Address: House/Plot Number: Street Name with nearest Landmark:

Community/Town: L.G.A. State:

 Means of Identification: Driver licence International passport Voter’s card NIN Other (specify)

 *(Please tick applicable option)*

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ID Number: Issue Date Expiry Date

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Bank Verification Number (BVN):

Occupation: Employer’s Name: Status/Job Title:

Email Address: Phone:

**Details of Next of Kin**

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

Title: Surname: First Name: Mid-Name:

Date of Birth Gender: Male Female Marital Status: Single Married Others:

Nature of Relationship: Residential/Contact Address: House/Plot Number:

Street Name with nearest Landmark:

Community/Town: L.G.A. State:

Signature of first director

Email Address: Signature:

***I hereby attest that the above information is true, correct and complete.*** Phone: Date:

1. Title: Surname: First Name: Middle Name:

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| D | D | M | M | Y | Y |

Date of Birth: Gender: Male Female Marital Status: Single Married Others

Mother’s Maiden Name: Residential/Contact Address: House/Plot Number: Street Name with nearest Landmark:

Community/Town: L.G.A. State:

 Means of Identification: Driver licence International passport Voter’s card NIN Other (specify)

 *(Please tick applicable option)*

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ID Number: Issue Date Expiry Date

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Bank Verification Number (BVN):

Occupation: Employer’s Name: Status/Job Title:

Email Address: Phone:

**Details of Next of Kin**

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

Title: Surname: First Name: Mid-Name:

Date of Birth Gender: Male Female Marital Status: Single Married Others:

Nature of Relationship: Residential/Contact Address: House/Plot Number:

Street Name with nearest Landmark:

Community/Town: L.G.A. State:

Signature of second director

Email Address: Signature:

***I hereby attest that the above information is true, correct and complete.*** Phone: Date:

**JURAT – To be adopted for Illiterates and the Blind**

**I agree to abide by the content of this agreement and acknowledge that it has been truly and audibly read and explained to me by an interpreter.**

Commissioner for Oaths

Account Holder’s Thumbprint

Name & Address

of Interpreter:

Language of Interpretation: Phone Number: Date:

1. **Account Mandate**
* **Category of Account** *(Please tick appropriately)*

 Current Account Savings Account Fixed Deposit Account Fixed Investment Account

* **Name of Account:**

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* **Account Number:** (For official use only)
* **Mandate Authorization/Combination Rule** *(Please tick appropriately)*

Sole SignatoryEither to SignBoth to Sign Other:

* **Signatories to the Account:**

Paste signature here

**Paste passport Photo of Signatory 1 HERE**

First, Middle and Surname must be written at the back of the passport photo

Surname: First Name: Middle Name:

ID Type: ID No.:

BVN:

 1st Signatory’s Signature Specimen >>>>>>

Date: Signature Category\*:

 \**Note: Signature category could be ‘A’, ‘B’ or ‘C’*

Paste signature here

**Paste Passport Photo of Signatory 2 HERE**

First, Middle and Surname must be written at the back of the passport photo

Surname: First Name: Middle Name:

ID Type: ID No.:

BVN:

 2nd Signatory’s Signature Specimen >>>>>>

Date: Signature Category:

**Paste Passport Photo of Signatory 3 HERE**

First, Middle and Surname must be written at the back of the passport photo

 Paste signature here

Surname: First Name: Middle Name:

ID Type: ID No.:

Biometric No.:

 3rd Signatory’s Signature Specimen >>>>>>

Date: Signature Category:

1. **Electronic Banking Services and General Terms and Conditions**

**YOU SHOULD READ THESE TERMS AND CONDITIONS CAREFULLY.** You will be bound by them once you sign this application form, so ensure that you read them before that.

I/we (\*customer\*) hereby confirm and agree to the following terms and conditions in relation to all banking and other financial transactions between me/us and HEDGE MICROFINANCE BANK LIMITED (“THE BANK”). I/we further agree that where the services to be provided by the Bank are not regulated by the terms and conditions contained herein, they shall be regulated by customary banking practices in Nigeria. Opening of an account with us is subject to certain restrictions. We reserve the right to decline your account application or accept your money if you are unable to provide us with any of the information we require or for any other reason. We are not obliged to inform you of the reason why your application was declined, and we will not enter into any correspondence in these circumstances.

**E- BANKING SERVICES**

Before you can be availed of the bank’s E-banking services, you must have any one or a combination of the following: (a) An account with the bank; (b) A pass code, access code, username, password or token; (c) A Personal Identification Number “PIN”; (d) An E-mail address; and (e) GSM Number. We may issue you with personal identification Numbers (PINS) or other security information (for example details that allow you to access your accounts through our Internet and Mobile Banking Services).

You must not disclose your security information to anyone else and you must take reasonable steps to keep it secure. For example, you should not choose obvious codes or passwords, write down the information in a way that is recognizable or let another person overhear or observe its use. You understand that your pass code, Access code/Password/E-mail is used to give instruction to the bank and accordingly undertake:

* That under no circumstance shall the pass code, Access code/Password be disclose to anybody;
* Not to write the pass code, Access code/password in an open place in order to avoid a third party coming across same;
* To instruct and authorize the bank to comply with any instruction given to the bank through the use of the service;
* Once the bank is instructed by means of the customer’s pass code;
* To immediately change your pass code, Access code if it becomes known or you suspect that it has become known to someone else;
* To exempt the bank from any form of liability whatsoever for complying with any or all instructions given by means of your pass code. Access code if by any means the pass code, Access code becomes known to a third party;
* Where you notify the bank of your intention to change your pass code, Access code arising from loss of memory of same or that it has come to the notice of a third party, the bank shall, with your consent , delete same and thereafter allow you to enter a new a new pass code or 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 code, Access code or knowledge of a third party and the time the report is lodged with the bank;
* Once your pass code/Access code is given, it shall be sufficient confirmation of the instruction given; and
* You shall be responsible for any instruction given by means of your pass/code. Accordingly, the bank shall not be responsible for any fraudulent, duplicate or erroneous instruction given by means of your pass code/Access code.

**THE RESPONSIBILITIES OF THE ACCOUNT HOLDER**

1. Send account opening documentation and required documentation to amend existing mandates and other related instructions on the account as may be prescribed by the bank from time to time.
2. Ensure proper completion of signature card.
3. Provide HEDGE MICROFINANCE BANK LIMITED with specimen signatures of its authorized signatories.
4. Inform HEDGE MICROFINANCE BANK LIMITED immediately of any changes to the list of authorized signatories.
5. Shall assume full responsibility for the genuineness or and validity of all cheque, orders, bill, notes, negotiable instruments, receipts and /or other documents including endorsements appearing on the same, deposited in or drawn on in respect of his /her accounts with the bank.
6. Shall ensure that he/she/it collects duly stamped deposit slip for any sum deposit into the account.
7. Shall be responsible for the repayment of any overdraft with interest and to comply and be bound by the bank’s rules for conduct of savings, currents, domiciliary, and other account(s) as may be determined by the bank from time to time.
8. Shall indemnify the bank against any loss, damage, expense or claim the bank may suffer by reason of opening the said account(s) or by reason of the falsehood or inaccuracy of any information or misrepresentation made to the bank by the account holder except those losses, damages, expenses or claims directly resulting from the accounts, defaults or gross negligence of the bank.
9. Shall hold the bank harmless and free of any liability whatsoever for any loss, damages, fraud or claims that the Account Holder may incur from the fraudulent use of any telephone number, fax number or email address supplies in this form or subsequently by the Account Holder whether for the purpose of issuing instructions, receiving/sending account information or any transaction related to his account.
10. To affirm and undertake that all the documents used in opening the account(s) are genuine and we will indemnify the Bank if at any time it is shown otherwise and we will be further liable for any wrong that may be occasioned thereby. This indemnity to you shall be continuing and shall not be withdrawn by us so long as we maintain this account with the bank.
11. You undertake to be absolutely responsible for safe-guarding your username, access code, pass code, PIN and password and under no circumstance shall you disclose any or all of these to any person.
12. The bank is expressly exempted from any liability arising from unauthorized access to your account and/or data as contained in the bank’s records via the E-banking services, which arises as a result of your inability and/ or otherwise to safeguard your PIN pass code/Access code and/or password and/or failure to log out of the system completely by allowing on screen display to this account’s information.
13. The bank is further relieved of any liability as regards breach of duty of secrecy arising out of your inability to scrupulously observe and implement the provisions of not disclosing to anybody or keeping your Access code/password in an open place as stated above, and/or instances of breach of such duty by hackers and other unauthorized access to your account via the service.
14. Under no circumstance will the bank be liable for any damages, including without limitation direct or indirect, special, incidental or consequential damages, loses or expenses arising in connection with this services or use thereof or inability to use by any party, or in connection with any failure of performance, error, omission, interruption, defect, delay on operation, transmission, computer virus or line or system failure even if the bank or its representatives therefore are advised to the possibility of such damages, losses or hyperlink to other internet resource are at your risk.
15. Copyright in the cards and other proprietary information relating to the service including the screens displaying the pages and, in the information, and material therein and agreement is owned by the bank.
16. The bank shall not be responsible for any electronic virus or virus that you may encounter in the course of making use of this service.
17. The bank makes no warranty that:
	1. the e-banking services will meet your requirements;
	2. the e-banking service will be uninterrupted;
	3. the results that may be obtained from the use of the service will be accurate or reliable;
	4. the quality of any products, services, information or other material purchased or obtained from the use of the service will be accurate or reliable;
	5. the quality of any products, services information or other material or obtained services will meet your expectations;
	6. Any error in the technology will be corrected;
	7. You undertake to inform us without undue delay and at least no later than six months after a payment is taken from your account, that a payment from your account was not authorize by you, we will carry out an investigation as soon as we are reasonably satisfied that u did not authorize the payment, we will refund the amount deducted and we will return your account to the position it would have been in if the unauthorized payment had taken place. We will not be liable to you for any losses you suffer or costs you incur because we do not act on an instruction for any reason specified in this TERMS AND CONDITIONS agreement; or the details contained in the instruction we are not correct; or we cannot out our responsibilities under this agreement as a result anything that we cannot reasonably control. This may include, among other things, any machine, electronic device, hardware or software failing to work or being down for a period, industrial disputes and complete or partial closure of any payment system.
	8. However, you will be liable for:
		* All payments made from your account where you have acted fraudulently; and
		* All payment on your account that takes place before you inform us that a payment has been lost or any of your security information has become knowing to someone else, if the payment was made because you deliberately, negligently or very carelessly failed to keep your payment instrument save or your secret information secret.

**RIGHTS OF THE BANK**

1. The bank may debit the account(s) with usual banking charges, interest, commission, and fees as may be determining by the bank from time to time.
2. The bank shall not be liable for any loss or diminution of funds or damage to instruments deposited with the bank due to any government order, law, levy, tax embargo, moratorium, exchange, restrictions and/or all of other causes beyond the banks control.
3. The bank is under no obligation to honour any cheques drawn on the account(s) unless there are sufficient and un-impaired funds in the account to cover the value of the said cheque. The bank reserves the right to return such cheques to the Account Holder unpaid.
4. In the event that the bank honours a cheque where the amount in the account is not sufficient to cover the value of the cheque, any amount drawn in excess of the value of the account shall be treated as an overdraft facility and the account holder agrees to be to repay the bank the principle amount together with the interest and/or charges that the bank may prescribe.
5. The Account Holder shall be bound by any notification or letter of changes in conditions governing the account sent or directed to his/her/its email address or last known address shall be considered as duly delivered and received three business days after dispatch of same by ordinary prepared post or on the date endorsed on the proof of delivery if delivered by courier service/hand delivery.
6. No notice which may be given to the bank by the Account Holder shall be binding upon the bank until it shall have been received by the bank and sufficient time shall elapsed thereafter to permit the bank in due course and by such means the bank may deem appropriate to notify the concerned/affected department offices/branches and correspondence.
7. Any disagreement with entries on the bank statement will be made in writing in the by the Account Holder within 30 days of dispatch of the statement, failing which it will be concluded that the statement rendered is correct and same shall no longer be disputable, except in case of manifest errors.
8. If or where any entry is made into the Account Holder’s account(s) in error, the bank is entitled to reverse such incorrect entry without prior consent of the Account Holder and the Bank is liable.
9. Where the bank in it opinion believe the customer has not satisfactorily operated the account the bank in it absolute discretion reserves the right to close the account with or without notice to the customer. If an account is close where the customer has any outstanding obligation and accrued interest, the customer will be advice to clear all obligation. The customer shall take step to collect any credit balance upon account closure and until collected, the bank reserves the right to keep such amount without any interest been payable thereon.
10. The bank will retain information about you after the closure of your account for as long as permitted or legal, regulatory, fraud prevention and legitimate business purposes. The bank may demand for customer information update as required by regulatory act if customer in future desire to re- establish relationship.
11. The bank will not be liable whatsoever for funds handed by the Account Holder or his/her/its representative or employee to any of the banks employees without evidence of a duly stamp deposit slip.
12. In addition to any general lien or right to which as bankers may be entitled by law, the bank may at any time and without to the Account Holder combine or consolidate all or any of his/her/its account without liability to the bank and set off or transfer any sum and sums standing to his/her/its credit in anyone or more of such account or any other credit, be it cash, cheques, valuables, deposit, securities, negotiable instruments or other assets with the bank or in any other respect whether such liabilities be actual or contingent, primary collateral, several or joint.
13. The Account Holder and the bank agreed that the operation of the account is subject laws and regulations at any time existing in the republic of Nigeria, and to be bound by the terms and conditions herein. If a fraudulent activity is associated with the operation of your account, you agree that that we have the right to apply restrictions to your account and report to appropriate law enforcement agencies.
14. We may cancel any standing order and direct debit from your account if your account becomes overdrawn. When borrowing is agreed, the interest rate and all other fee and charges payable will be showing in a letter to you that sets out the terms and conditions of the facility. Unless we have agreed other terms with you in writing, overdraft will always be payable on demand. You will have to pay all costs and fees incurred or charged by us in connection with the negotiation, preparation, investigation, administration, supervision or enforcement of your borrowing. This will include expenses, fees (e.g legal, security and valuation fees), stamp duty, taxes and other charges. These costs are fees will be debited to your account. We reserve the right to decline a request from you to borrow.
15. We consider that an account is dormant if no activity (other than interest and charges) has taken on it for a continuous period of six months to reopen same you must submit fresh identification and know your customer (KYC) document. Where an account becomes dormant we may write to ascertain if the account is still required and to obtain written confirmation from you of your mailing address. If we receive no response from you, for security reasons, we may close the account and hold the forms in a suspense account pending instruction from you.
16. Where you provide personal and financial information relating to others (eg. Dependent or joint Account Holders) for the purpose of opening or administering your account, you confirm that you have their consent or otherwise entitle to provide this information to us and for us to use it in accordance with this terms and conditions. We may share information person acting as our agent who have agreed to keep your personal information strictly confidential. We may, at our discretion, change this terms and conditions (including our charges and interest rate) and introduce changes to and charges for our service at any time. How much notice we will give will depend on the kind of change we are making.
17. If we receive notice of a court order or a court judgment against you (or, if you have a joint account, any other account, holder), we may refuse to allow withdrawals or transfers from your account until the legal process comes to an end. Any court order or court judgment will not prevent us, from using any right of set-off we may have (using money which we hold for you, or which is due to you, to pay debts you owe us) or enforcing any other ‘security interest’ (a right over something which we can take if debts are not paid). You are responsible for an amount which represents a reasonable assessment of any losses, costs or expenses we have as a direct result of any dispute or legal action with yourself of someone else involving your account (including, without limitation, where we required legal advice because we are or may become concerned or involved in a dispute by reason of our relationship with you).
18. You are informed that issuance of Dud cheques constitutes a criminal offence under the Nigerian law and we are obligated by virtue of central bank of Nigeria’s directive contain in circular no. FPR/DIR/CIR/GEN/03/005 to submit details of customers who issue cheques on insufficiently funded accounts to the CBN for investigation and prosecution in line with the provisions of the dishonoured cheques (offences) Act LFN 2007. If another person makes a claim for any of the funds in your account (for example, if someone takes legal action to recover funds they believe belong to them), or if we know or believe that there is a dispute involving someone else who owns or controls funds in the account, we may:
	1. Put a hold on your account and refuse to pay out any funds until we are satisfied that the dispute has ended;
	2. Send the funds to the person who we have good reason to believe is legally entitled to them;
	3. Continue to rely on the current records we hold about you; apply for a court order or take any other action we feel is necessary to protect us.

AND that if we have acted reasonably, we will not be liable to you for taking any of the above steps.

**ADDITIONAL TERMS AND CONDITIONS**

* 1. The customer will provide to HEDGE MICROFINANCE BANK all documents and other information reasonably required by it in connection with this agreement.
	2. HEDGE MICROFINANCE BANK relies on the authority of each person designated (in a form acceptable to the bank) by the customer to end communications or do any other thing until HEDGE MICROFINANCE BANK has had a reasonable time to act (after which time it may rely on the change).
	3. Each of the customer and HEDGE MICROFINANCE BANK will comply with certain agreed security procedures (the “procedures”), designed to verify the origination of communications between them such as enquiries, advice and instructions (each a “communication”).
	4. HEDGE MICROFINANCE 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 a communication.
	5. HEDGE MICROFINANCE BANK is not responsible for errors or omissions made by the customer or the duplication of any communication by the customer and may act on any communication by reference to an account number only, even if an account name is not provided. HEDGE MICROFINANCE BANK may act on a communication if it reasonably believes it contains sufficient information
	6. HEDGE MICROFINANCE BANK may decide not to act on a communication 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.
	7. If the customer informs HEDGE MICROFINANCE BANK that it wishes to recall, cancel or amend a communication, HEDGE MICROFINANCE BANK will use it reasonably effort to comply.
	8. If HEDGE MICROFINANCE BANK acts on any communication sent by any means requiring manual intervention (such as telephone, telex, electronic mail or disk sent by messenger) then, if HEDGE MICROFINANCE BANK complies with the procedures, the customer will be responsible for any loss HEDGE MICROFINANCE BANK may incur connection with that communication
	9. The customer will notify HEDGE MICROFINANCE BANK in writing of anything incorrect in a statement promptly and in any case within thirty (30) days from the data on which the statement or advice is sent to the customer.
	10. HEDGE MICROFINANCE BANK will act in a good faith and with reasonable care, as determined in accordance with the standards and practices of the banking industry, and may use any communications, clearing or payment system, intermediary bank or other entity (each a “system”) it reasonably selects; HEDGE MICROFINANCE BANK performance is subject to the rules and regulations at any time system
	11. Neither the customer nor the Bank shall have any liability or any indirect, incidental or consequential loss or damages (including loss or profit), even if advised of the possibility of such loss or damages.
	12. Neither the customer nor the bank will be responsible for any failure to perform any of its obligations under this agreement if such performance would result in being in breach of any law, regulation or other requirement of any governmental or other authority in accordance with it is required to act or if its performance is prevented, hindered or delayed by a force majeure event; in such case its obligation shall be suspended for so long as majeure event continues. “Force majeure Event” means any event due to any cause beyond the reasonable control of the relevant party, such as restrictions on convertibility of transferability, requisitions, involuntary transfers, unavailability of any system, sabotage, fire, flood explosions, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war acts of government.
	13. HEDGE MICROFINANCE 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 HEDGE MICROFINANCE BANK of any information relating to the customer to and between the branches, subsidiaries, representation offices, affiliates and agents of HEDGE MICROFINANCE BANK and third parties selected by any them, wherever situated, for confidential use (including in connection with the provision of any service or product and data (processing, statistical and risk analysis purposes). HEDGE MICROFINANCE BANK and any branch, subsidiary, representative office, affiliates agent or 3rd party may transfer and disclose any such information as required by any law, court, regulator or legal process.
	14. The customer or HEDGE MICROFINANCE BANK may terminate this agreement on reasonable notice (taking into account any communications and any service or product affected)
	15. Neither the customer nor HEDGE MICROFINANCE BANK may assign or transfer any of its right or obligations under this agreement without the other’s written consent, which will not be unreasonably withheld or delayed, provided that the Bank may take such an assignment or transfer to a branch, subsidiary or affiliate if it does not materially affect the provision of services to the customer.
	16. If any provision of this agreement is or becomes illegal, invalid or unenforceable under any applicable law, the remaining provision of this agreement will remain in full force and effect under any other law.
	17. No failure or delay of the customer or HEDGE MICROFINANCE BANK in excising any right or remedy under this agreement will constitute a waiver of that right. Any waiver of any right will be limited to the specifics instance.
	18. The customer and HEDGE MICROFINANCE BANK consent to the telephonic or electronic monitoring or recording for security and quality of service purpose and agree that either may produce telephonic or electronic recordings or computer records as evidence in any proceedings brought in connection with this agreement.
	19. Written notice shall be effective if delivered to the party’s address specified (or at any other address it may provide by written notice for this purpose). Notice shall be English unless otherwise agreed.

**CAUTION:** HEDGE MICROFINANCE BANK SHALL NOT BE LEGALLY OR OTHERWISE RESPONSIBLE WHERE A CUSTOMER’S USERNAME AND PASSWORD KNOWN ONLY TO THE CUSTOMER IS ACCURATELY PROVIDED BY ANY OTHER PERSON APART FROM THE CUSTOMER FOR ANY TRANSACTION AS HEDGE MICROFINANCE BANK MAY ACT ON SUCH COMMUNICATION WHERE IT REASONABLY CONTAINS SUFFICIENT INFORMATION BELIEVED TO HAVE EMANATED FROM CUSTOMER.

**CONSENT TO DISCLOSE MY/OUR CREDIT INFORMATION TO CREDIT REFERENCE AGENCIES**

HEDGE MICROFINANCE BANK is a member of a Credit Reference Agency (CRA) licensed by the Central Bank of Nigeria (CBN) to create, organize and manage database for the exchange and sharing of information to credit status and history of individuals and businesses. This information shall be used for business purposes approved by the CBN and any relevant status. As a member of CRA, the bank is under obligation to disclose to CRA credit information any other “personal information’ disclosed to it in the course of banker-customer relationship with it. By submitting information to the bank, you hereby agree that:

* HEDGE MICROFINANCE BANK may collect, use and disclose such information to CRA’ and that the credit bureau may use the information for any approved business purposes as may from time to time be prescribed by the CBN and/ or any relevant statute;
* You hereby and discharge the Bank from its obligation under the Banker’s duty of secrecy and forswear you right to any claim, damages, loss etc on account of such disclosure to CRAs or use by CRAs

**CONFIRMATION**

I/WE HEREBY APPLY FOR THE OPENING OF AN ACCOUNT OR ACCOUNTS WITH HEDGE MICROFINANCE BANK. I/WE UNDERSTAND THAT THE INFORMATION GIVEN HEREIN IS THE BASIS FOR OPENING SUCH ACCOUNT(S) AND HEREBY WARRANT THAT SUCH INFORMATION IS CORRECT, AND I/WE HAVE READ AND UNDERSTOOD THE ABOVE TERMS AND CONDITIONS OF THE E-BANKING SERVICES AND GENERAL TERMS AND CONDITIONS AND I/WE AGREE TO BE BOUND BY SAME. I/WE FURTHER UNDERTAKE TO INDEMNIFY THE BANK FOR ANY LOSS SUFFERED BECAUSE OF ANY FALSE INFORMATION OR ERROR IN THE INFORMATION PROVIDED TO THE BANK.

(Name of Company)

Director/Partner/Proprietor/Trustee (Name, Signature & Date) Director/Partner/Proprietor/Trustee (Signature & Date)

1. **Declaration and Indemnity**

***I/We hereby declare that, in the course of my/our opening of business account(s) with Hedge Microfinance Bank Ltd, all the information given herein which is correct, true and to the best of my/our knowledge is for the basis of opening such account. I/We have read and understood all the above terms and conditions of the electronic banking and the General terms and conditions, and we agree to be bound by same. I/We further undertake to indemnify Hedge Microfinance Bank* in full against any action, claim, proceeding loss, expense, *false information or error in the information provided to the Bank and* damages from this account or representations made by me/us in respect of this account or for whatsoever in connection with this account. I/We further confirm that all my/our dealings in respect of this account shall not be contrary to any subsisting law or regulation in force whether in Nigeria or any other Country.**

Authorized Signatory: Date:

Authorized Signatory: Date:

1. **For Bank Use Only**
* **Checklist of Documents Required and Submitted for Account Opening** *(Please tick appropriately)*

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **S/N** | **Document Required and Submitted** | **Checked** | **Deferred** | **Waived** | **N/A** |
| 1 | Duly completed Account Opening Form |  |  |  |  |
| 2 | Duly completed Specimen Signature Card |  |  |  |  |
| 3 | Copy of Certificate of Registration of Business/Company issued by the Corporate Affairs Commission (CAC) |  |  |  |  |
| 4 | Copy of memorandum and Article of Association (Certified True Copy) |  |  |  |  |
| 5 | Copy of Form C07 --- Particulars of Directors (Certified True Copy) |  |  |  |  |
| 6 | Copy of Form C02 --- Allotment of Shares (Certified True Copy) |  |  |  |  |
| 7 | Board Resolution Authorizing the Opening of the Account *(for limited liability company only)* |  |  |  |  |
| 8 | Two (2) Passport-sized Photograph of each Signatory (Full names written on the reversed side) |  |  |  |  |
| 9 | Copy of Proof of Business/Company Address *(eg utility bill, Tenancy agreement, Land Title, etc)* |  |  |  |  |
| 10 | Copy of Means of Identity of all Signatories & Directors *(eg, International passport, Driver’s Licence, NIN Slip, INEC Voter’s Card)* |  |  |  |  |
| 11 | Search Report |  |  |  |  |
| 12 | Copy of SCUML Certificate issued by the EFCC (where applicable) |  |  |  |  |
| 13 | Letter of Introduction (where applicable) with two(2) passport photo of contact person or authorized agent |  |  |  |  |
| 14 | Business/Company Address Visitation/Verification Report |  |  |  |  |
| 15 | Copy of Proof of Address of all Signatories & Directors/Officers *(eg utility bill, Tenancy agreement, Land Title, etc)* |  |  |  |  |
| 16 | Two (2) Satisfactorily Completed Reference Forms  |  |  |  |  |
| 17 | Others (please specify) |  |  |  |  |

* **Authentication for Politically Exposed Persons:**
	1. Is the applicant a politically exposed person (PEP)? YES NO
	2. Is the applicant a relation to a politically exposed person (PEP)? YES NO *If YES, state the relationship*
* **Account Opening Address Verification carried out by:**

**Description of the Address**

* Location:
* Description of House (if possible attach photo):
* Staff ID:
* Other Names:

Insert signature here

* Surname:
* Date: Signature:
* **Deferral/Waiver of Documents (if any) Authorized by: Account Opening Authorized by:**
* Staff ID: Staff ID:
* Other Names: Other Names:

Insert signature here

Insert signature here

* Surname: Surname:
* Date: Signature: Date:
* **Account Opening Approved by:**

*This account opening form has been duly reviewed and confirmed that it is adequately completed with all the relevant supporting documents attached herein.*

Staff ID: Surname: Other Names:

Insert signature here

Signature: Date:

* **Business Size**

Micro Small Medium

* **Relationship Type**

Politically Exposed Insider Related Regular Customer

1. **Details of Other Shareholders/Directors/Trustees/Promoters**
2. Title: Surname: First Name: Middle Name:

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

Date of Birth: Gender: Male Female Marital Status: Single Married Others

Mother’s Maiden Name: Residential/Contact Address: House/Plot Number: Street Name with nearest Landmark:

Community/Town: L.G.A. State:

 Means of Identification: Driver licence International passport Voter’s card NIN Other (specify)

 *(Please tick applicable option)*

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ID Number: Issue Date Expiry Date

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Bank Verification Number (BVN):

Occupation: Employer’s Name: Status/Job Title:

Email Address: Phone:

**Details of Next of Kin**

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

Title: Surname: First Name: Mid-Name:

Date of Birth Gender: Male Female Marital Status: Single Married Others:

Nature of Relationship: Residential/Contact Address: House/Plot Number:

Street Name with nearest Landmark:

Community/Town: L.G.A. State:

Signature of first director

Email Address: Signature:

***I hereby attest that the above information is true, correct and complete.*** Phone: Date:

1. Title: Surname: First Name: Middle Name:

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

Date of Birth: Gender: Male Female Marital Status: Single Married Others

Mother’s Maiden Name: Residential/Contact Address: House/Plot Number: Street Name with nearest Landmark:

Community/Town: L.G.A. State:

 Means of Identification: Driver licence International passport Voter’s card NIN Other (specify)

 *(Please tick applicable option)*

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ID Number: Issue Date Expiry Date

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Bank Verification Number (BVN):

Occupation: Employer’s Name: Status/Job Title:

Email Address: Phone:

**Details of Next of Kin**

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

Title: Surname: First Name: Mid-Name:

Date of Birth Gender: Male Female Marital Status: Single Married Others:

Nature of Relationship: Residential/Contact Address: House/Plot Number:

Street Name with nearest Landmark:

Community/Town: L.G.A. State:

Signature of second director

Email Address: Signature:

***I hereby attest that the above information is true, correct and complete.*** Phone: Date: