



CONFIDENTIAL
TO BE COMPLETED IN BLOCK LETTERS

TREASURY BILLS COMMERCIAL PAPERS BANKERS ACCEPTANCE FORM

Date:

D	D	M	M	Y	Y	Y	Y

Application for Treasury Bills, Commercial Papers and Bankers Acceptance

Branch:

Type of Investment Treasury Bills Commercial Papers Bankers Acceptance

CUSTOMER DETAILS

Name

Email Address

Phone Number

Amount Gh¢

Amount in Words

Account Name

Account Number

D	D	M	M	Y	Y	Y	Y

Tenure in Days 91 182 364 Others

Do you want to invest the interest payable upfront with this investment? Yes No

I/We the undersigned hereby request FBNBank Ghana ("the Bank") to purchase on my/our behalf Government of Ghana Treasury Bills in accordance with my/our instructions herein; and subject to the terms and conditions appearing overleaf.

SOURCE OF FUND

(to fund the investment, please tick as appropriate)

Account debit (I/We authorise that my/our above stated account be debited with the investment amount)

Cheque

ON MATURITY

I/We authorise the Bank to (please tick as appropriate)

Roll Over Principal Plus Interest Rollover Principal Only Terminate Investment

Please note that in the absence of clear disposal instruction which should reach the Bank at least three (3) weeks before maturity, the Bank may roll over the funds or any portion thereof on such terms that the Bank shall determine.

DISCOUNT RATE: At the successful bid rate

Roll over tenure in days 91 182 364 Others

Account to be Credited at Maturity Same as above Account Number:

(Please provide account number if different from above stated account number)

The Bank may in its discretion set aside the funds to be applied for my/our investment from the date hereof or such other date it may determine until the investment is purchased. I/We acknowledge that if my/our bid is unsuccessful, the Bank will make best efforts to refund me/us the principal investment amount within three working days of the auction release date without any interest.

Authorised Signatory

Date

D	D	M	M	Y	Y	Y	Y

Authorised Signatory

Date

D	D	M	M	Y	Y	Y	Y

Authorised Signatory

Date

D	D	M	M	Y	Y	Y	Y

FOR BANK USE ONLY

Discount Rate

Date

D	D	M	M	Y	Y	Y	Y

Set up By

Date

D	D	M	M	Y	Y	Y	Y

Approved By

Date

D	D	M	M	Y	Y	Y	Y

Branch Treasury Officer Phone Number

TERMS AND CONDITIONS FOR INVESTMENT IN TREASURY BILLS, COMMERCIAL PAPERS AND BANKER'S ACCEPTANCES

These Terms and Conditions govern the relationship between FBNBank Ghana Limited ("FBNBank Ghana Limited" or "the Bank") and a customer who has requested the Bank to (a) purchase on his/her/their behalf, Treasury Bills of the Republic of Ghana (T-Bills) either on the primary or secondary market or; (b) invest in Commercial Papers (CP) or Banker's Acceptance (BA) of third party companies on his/her/their behalf. Investment in T-Bills, CPs, BAs and/or any other money market instrument as the Bank may deem fit shall hereinafter be referred to as "Investment". The instrument or note issued by the entity raising the funds via my/our Investment shall be hereinafter referred to as "Issuer"; and the note, certificate or instrument issued in respect thereof shall hereinafter be referred to as "Instrument".

By accepting these Terms, I/We agree that I/We have received, read, understood and agree to be bound by the terms contained herein and the Bank's subsequent amendments thereto, as well as the laws, rules, and regulations now existing or which may hereafter be enacted, issued or enforced. To the extent applicable, all terms and conditions of the Bank regarding operation and maintenance of accounts as well as any transaction related to my/our Investment shall apply, except in the event of a conflict in which case these Terms shall take precedence to the extent of the conflict.

1. I/We represent and agree that all information provided to the Bank in connection with my/our Investment is and will be kept accurate, current and complete; and also that I/We have the right to provide such information.
2. I/We warrant that I/We have the authority and capacity to perform my/our obligations in accordance with all terms and conditions related to my/our Investment.
3. I/We will furnish FBNBank Ghana Limited with all documentation required and/or requested by FBNBank Ghana Limited to assess and/or process my/our application for the Investment.
4. The Bank shall retain sole discretion as to whether or not to process my/our request in respect of any Investment. I/We shall pay all fees, charges, costs determined by the Bank from time to time in respect of any Investment, including all taxes. The Bank is hereby authorized to deduct all such payments from my/our account(s).
5. I/ We agree and undertake that participation by the Bank in any auction or bid on my/our behalf in respect of any T-Bills will be at my/our sole risk, cost and responsibility, to the complete exoneration of the Bank on any matter howsoever arising.
6. I/We confirm that we have had the opportunity to seek advice from my/our financial/tax/legal advisors and having fully understood the nature of the Investment and the risks inherent, I/We have independently assessed the terms and risks of the Investment, Issuer and Instrument, and have exercised my/our independent judgment in undertaking the Investment.
7. I/We agree that I/We have instructed the Bank to process the Investment without having requested or received any advice or recommendation from the Bank; and I/we agree that the Bank is not required to provide such advice to me/us at any time. The Bank is not required to assess whether the Investment will meet my/our objectives or whether I/we would be able to bear the risk of any financial loss that may arise from the Investment.
8. I/We understand that the Bank is not the Issuer of any Instrument; that the Investments are direct risks of the respective Issuers and that same are issued without recourse to the Bank. Consequently, responsibility for repayment of any principal or interest under the Investment on maturity or termination thereof shall be that of the relevant Issuer. It is therefore agreed and understood that the Bank shall not be liable for any payment under an Investment except where same has been specifically guaranteed by the Bank; nor shall the Bank have any responsibility whatsoever in respect of risks associated with the Investment.
9. I/We have conducted an independent assessment and am/are satisfied with the Investment, its terms and the Issuer. I/We further assume all associated risks including but not limited to the credit, counterparty, legal and all other risks, to the complete exclusion of the Bank.
10. The Bank may in its discretion, set aside from my account, the funds to be applied for my/our Investment from the date of my/our application or such other date it may determine until the Investment is processed. I/We confirm that the funds so-set aside shall not attract interest pending processing of the Investment. If my/our Investment cannot be processed (e.g. the bid for a T-Bill is unsuccessful) the Bank will make best efforts to refund me/us the amount earmarked for the Investment less applicable charges within such time as the Bank finds reasonable, without any interest.
11. Upon maturity of my/our Investment and receipt by the Bank from the Issuer, of value therefor, the principal amount invested and accrued interest, to the extent received in good funds by the Bank, shall be paid in the manner stipulated by me/us. In the event that I/We do not provide a clear instruction on this, the Bank is hereby authorized to exercise its discretion thereon pending receipt of my/our clear instructions.

12. Notwithstanding the date the Bank receives my/our instruction to process an Investment on my/our behalf, the Bank gives no guarantee as to whether or when the Investment shall be processed. The Bank shall however endeavor to apply a best-effort basis in that regard. In the event that I/we request for the cancellation of the Investment after a request has been made, and whether or not same has been processed by the Bank, the Bank may, but is not obligated to sell the Instrument on the secondary market on such terms it deems fit. All costs, losses, charges and related expenses, as shall be determined by the Bank, shall be borne by me/us.
13. In addition to any general lien or similar to which any member of the FBN Holdings Plc (FBN Entity) may be entitled by law against me/us, any FBN Entity may at any time and without notice to me/us, combine or consolidate all or any of my/our deposits and accounts with and liabilities to any FBN Entity (including itself) and set-off or transfer any sum or sums standing to my/our credit, including but not limited to cash, cheques, valuables, deposits, securities, negotiable instruments or other assets belonging to me/us in or towards satisfaction of any of my/our liabilities to any FBN Entity such liabilities be actual or contingent, primary or collateral and several or joint.
14. FBNBank Ghana Limited shall not be liable in the event of delayed or omitted delivery of funds or for any failure to carry out any express or implied responsibility hereunder for any reason including events beyond its control such as force majeure, restrictions on convertibility or transferability of funds, regulatory stipulations, acts of war, natural disasters, civil strife, network, communications or technological constraints etc.
15. Except if caused by the Bank's proven fraudulent misconduct in the contravention of these Terms, FBNBank Ghana Limited shall not be responsible for any loss, injury, damage or any other liability, whether direct, indirect, special or consequential, caused by any transaction connected to my/our Investment or any matter contemplated herein. I/We hereby exonerate the Bank and shall indemnify and hold FBNBank Ghana Limited harmless from all claims, demands, lawsuits, losses, costs, expenses and attorney's fees suffered or incurred as a result of any transaction related to the matters contemplated herein and/or my/our violation of these Terms.
16. FBNBank Ghana Limited may change the terms of these Terms, with or without notice to me/us.
17. FBNBank Ghana Limited may record phone calls and other communications with me/us, and may use the information for any lawful purpose, at its sole discretion.
18. Non-enforcement or delay by the Bank in enforcing any applicable term or condition of these Terms does not prevent the Bank from enforcing the clause against at a later date.
19. I/We agree that my/our rights under these Terms are personal to me/us and cannot be assigned.
20. These Terms shall be governed by the Laws of the Republic of Ghana.

Custodial Provisions

In addition to the general provisions above, it is further agreed as follows:

- a. I/We hereby authorize the Bank to retain custody of any Investment Instrument on my/our behalf;
- b. The Bank will not be liable in the event of loss, damage to or destruction of the Instrument(s), except in the event of proven fraud on the Bank's part;
- c. The Bank is authorised to determine and apply, in its sole discretion, the mode and manner of maintain the custody of the Instruments;
- d. The Bank shall be at liberty to do any such thing deemed incidental or consequential to the give effect to this Agreement;
- e. The Bank shall be entitled to retain the custody of the Instruments until such a time that the parties shall agree, or where there is no agreement, for as long as the Bank shall deem fit.