

DECLARATION

By signing these General Terms and Conditions

- You agree that we can send all correspondence in electronic form using email or any other electronic media. However, we reserve the right to send paper correspondence to your last known address as per our records and you consent for the Bank to accept information from your designated email address for any information that we may need to process this application.
- You represent and warrant that all information (including any documents) you have given us in connection with this application including minor accounts, if applicable, is correct and complete. If this is not the case, you may be personally liable. You must notify us if you become aware that any information you have given changes, is incorrect or misleading.
- You represent and warrant that you have power and all necessary authorization to own your assets and carry on any business you conduct, to enter into each of our banking agreements and other arrangement with us and to comply with your obligations and exercise your right under them.
- You consent to each of Standard Chartered Bank PLC and its subsidiaries (Standard Chartered Investment Services (SCIS) for investment products) and aliases (including each branch or representative once) ("Standard Chartered Group"), its officers, employees, agents and advisers disclosing information relating to you (including details of our banking agreement, the accounts, the products or any arrangement with us) to our head office and any other member of the Standard Chartered Group in any jurisdiction ("permitted parties"); professional advisers, service providers (whether located in Nigeria or outside) for the purpose of providing any service to you in connection with this application or an application for Investment Services (including data processing), or independent contractors to, or agents of, the permitted parties, such as debt collection agencies, data processing firms and correspondents who are under a duty of confidentiality to the permitted parties, any actual or potential participant or sub-participant in relation to any of our obligations under our banking agreement between us, or assignee, novatee or transferee (or any officer, employee, agent or adviser of any of them), any credit reference agency, rating agency, business alliance partner, insurer or insurance broker of, or direct or indirect provider of credit protection to, or any permitted parties, any court, tribunal or authority (including an authority investigating an offence) with jurisdiction over the permitted parties; a merchant or member of VISA International or MasterCard International or China Union Pay where the disclosure is in connection with the use of a card; any authorized person or any security provider; anyone we consider necessary in order to provide you with the services in connection with an account.
- You consent for Standard Chartered Bank Nigeria Limited or any of its aliases (collectively "the bank") to share your information with domestic and overseas regulators or tax authorities where necessary to establish your tax liability in any jurisdiction. Subject to applicable local laws, where required by domestic or overseas regulators or tax authorities, you consent and agree that the Bank may withhold from your account(s) such amounts as may be required according to applicable laws, regulations and directives
- You undertake to notify the bank within (30) calendar days if there is a change in any information which you have provided to the bank and you consent to the Bank using existing information available in the bank records to pre-qualify you for bank's products.
- You agree that non-payment of monthly dues will translate into blocking of your account with us, reporting the non-payment to credit bureau agencies in Nigeria which will negatively impact your credit rating and may affect your access to future loans from any reputable lending institution.
- You covenant that by signing this form offer letter, and by drawing on the loan, to repay the loan as and when due. In the event that you fail to repay the loan as agreed, and the loan becomes delinquent, the bank shall have the right to report the delinquent loan to the CBN through the Credit Risk management System (CRMS) or by any other means, and request the CBN exercise its regulatory power to direct all banks and other financial institutions under its regulatory purview to set-off your indebtedness from any money standing to your credit in any bank account and from any other financial assets they may be holding for your benefit.
- You covenant and warrant that the bank shall have power to set-off your indebtedness under this loan agreement from all such monies and funds standing to your credit/benefited in any and all such accounts or from any other financial assets belonging to you and in the custody of any such bank.
- You hereby waive any right of confidentiality whether arising under common law or statute or in any other manner whatsoever and irrevocably agree that you shall not argue to the contrary before any court of law, tribunal, administrative authority or any other body acting in any judicial or quasi-judicial capacity.
- You agree that we can disclose and share your credit data with Credit Bureau Agencies or other Regulators or anyone allowed by law and obtain your credit bureau reports before underwriting your loan as required by law, and should your loan be approved, the cost of the bureau reports should be deducted from the management/Facility Enhancement Fee. Where the loan is not approved, you agree that your account should be debited for the cost of credit report directly.
- You confirm that you have been provided with all the information on the product and have been given sufficient time to consider the suitability of the product before signing up.
- You certify that all the information provided on the application form above is true, correct and complete and hereby authorise the Bank to make all inquiries considered necessary and appropriate for the purpose of evaluating this application. The credit reference and fraud prevention agencies may use your information whether the application proceeds successfully.
- You hereby irrevocably undertake to fully indemnify the Bank against all cost and expenses (including legal fees, collection commission etcetera), arising in any way in connection with your accounts; in enforcing the terms and conditions herein; or from the recovery of any amounts due to the bank or incurred by the Bank in any legal proceedings of whatever nature
- You authorize the Bank to offset any outstanding amounts on your loan with Standard Chartered Bank Nigeria Limited against your final entitlement in the event of exit/termination from employment for any reason whatsoever.
- You undertake to continue to domicile your salary with Standard Chartered Bank Nigeria Limited (herein after called The Bank) for as long as the facility remains outstanding.
- You agree that the Bank shall advise you of any notification of the change in interest rate/terms and conditions will be deemed accepted unless the facility is paid down on or before the end of the notice period. You agree that in the event of restructuring, a facility restructuring fee of 0.5% of the outstanding amount shall be charged.
- You agree that the disbursement of the credit facility is subject to the approval of this application form by the Bank and acceptance of the offer letter by you. For your mortgage, you will be required to provide upfront the full cost of transfer of title and registration of legal mortgage before the disbursement of the loan for your mortgage application.
- You will be required to obtain a mortgage life and property protection insurance cover on your mortgage from an approved Insurance Provider listed by Nigeria Insurance Commission with the bank's interest noted. However, the Bank reserves the right to approve/decline your choice.
- Renewal of insurance premium will fall due on your mortgage annually and you will be required to make payment within 30 days after notifying you. If at this point in time (when payments are due), there are insufficient funds in the account to cover security perfection costs, the bank will pay on your behalf and amortize over 12 months period.
- In case of prepayment the bank will apply the overpaid amount towards the loan outstanding as principal reduction. Please note that the overpaid amount will not earn interest for the period that the money has not been posted into your loan account to reduce the loan principal.
- The interest rate on your mortgage Loan will be per annum calculated on a reducing balance. This interest rate can change based on market conditions. Interest is applied on a daily average balance one-off management basis and is calculated based on a 360-day year for each of the respective loan products.
- For your mortgage, you will be charged a one-off management fee of 1% of the disbursed loan amount. This is not taken up front but spread evenly over the tenor of the loan and recouped only on a monthly basis.
- For your mortgage, should you require a top up, you will be charged 1% of the top up amount as facility enhancement fee. This is not taken upfront but spread evenly over the tenor of the loan and recouped on a monthly basis. Where repayment on your loans and advance is not made seven (7) days or more past its due date, you will be charged a penal fee of 1% of the total amount due, in addition to the current rate of interest.
- The rate applicable on your mortgage at the time of origination will be the rate mentioned on the Banking Facility Letter. The pricing on the Banking Facility Letter will be valid only for 30 days within which the offer needs to be accepted and returned to the Bank.
- The interest rate on your Mortgage loan can be changed based on market conditions. When we change the pricing on your loan, it may increase your monthly repayment amount or tenor of the loan. You will be notified of this change at least 30 days before it is made.
- We will debit your Current/Savings Account for the instalment amount on the instalment due date.
- Your mortgage loan is subject to interest from the day it has been disbursed. If the first instalment is 30 days after the date of disbursal of the loan, then the interest for the period greater than the 30 days will be accrued and collected as part of the last instalment.
- You have read and understood or have been explained to (in the language you understand) our Mortgage Loan Terms - <https://www.sc.com/download/Mortgage-Facility-Terms.pdf> (click link for product) which forms our banking agreement. They are available on our website at www.sc.com/ng or call us on +234 1 270 4611-4 or our toll free number 08001235000 for a physical copy. You agree to be bound by them when using any product, we may provide you with. You acknowledge that you are bound by any variation we make to these documents, in accordance with our banking agreement. In particular, you understand that by entering into our banking agreement, you give indemnities, authorizations, consents and waivers and agree to limitations on our liability. The approval of your application is dependent on a satisfactory Credit Reference Bureau (CRB) report. Please click on the link to access the banking terms, product features and the tariff guide - <https://www.sc.com/global/av/ng-tariff-guide-new.pdf>.

First Applicant: _____ Signature _____ Applicant's Name _____ Date _____

Second Applicant: _____ Signature _____ Applicant's Name _____ Date _____

FOR BANK USE ONLY

Sourcing ID: _____ Signature: _____

Relationship Number: _____

