

Account Opening Form

Corporate Account



RC: 165189
**APT SECURITIES AND
FUNDS LIMITED**

Trading License Holder

... making you richer

BROKERAGE ACCOUNT TERMS AND CONDITIONS

This Brokerage Account terms and Conditions govern collectively all brokerage accounts opened by APT SECURITIES AND FUNDS LIMITED (APT) for the Client. In this Agreement the use of the words 'me', 'I', 'we', 'us', 'my', 'client', 'prospect', 'our', and 'account holder' refers to the person in whose name this agreement is signed and on whose behalf the brokerage account is opened.

Business day means Monday to Friday excluding public holidays and the working hours is 8:00am to 5:00pm. Account means stockbroking account.

In consideration of APT SECURITIES AND FUNDS LIMITED (APT) opening a brokerage account on the client's behalf, the client/prospect represents and agrees with respect to the account as follows:

Representation as to Capacity

I/we am/are of legal age and authorized to enter into this agreement.

Authorization

I/We hereby appoint APT as my/our agent for the purpose of executing my/our directives in accordance with the terms and conditions of this brokerage agreement for my/our account with respect to the purchase and/or sale of securities and I assume all investment risks. To carry out APT's duties, APT is authorized to open or close brokerage accounts, place and withdraw orders and take such other steps as are reasonable to carry out my/our order or the order of my/our duly authorized representative.

Best Execution

I/We understand that APT shall endeavor, at all times, to provide the best execution in respect of all transactions, which it undertakes on my/our behalf. APT shall endeavor to deal at a price that is no less favorable than the price that is the best available in the market at the time for transactions of the kind and size. Mandates reaching the Company's Head office, 29 Marina, Lagos after 9.00am stand the risk of not being executed on that day to which APT shall not be held liable for the consequences of any resultant delay.

I/We understand that unexecuted mandates would be carried forward until execution or unless I/We expressly in writing indicate otherwise (execution is at prevailing market price unless a particular price is specified).

APT has a conflict of interest policy to prevent making a financial gain or avoiding a financial loss at the expense of a client or from favoring one client at the expense of another. This policy covers such potential risks as might arise in:

- The aggregation of orders from more than one client
- The matching of one or more client's orders with those of another client or clients (crossing).
- The execution of our staff trades
- The receipt of any inducements other than from the client or
- The recognition and management of any actual conflicts that may arise and the irresolution

We shall take reasonable steps to eliminate any actual conflicts of interest, and will ensure at all times that the interest of the client is given precedence.

APT reserves the right to change or discontinue services rendered to the Client without notice. For security and integrity reasons APT reserve the right to suspend the Client's access to services at any time without notice. I/We agree that APT shall not be liable to the Client/third party for discontinuance of any service.

No Obligation to Proffer Advice or Recommendation

The client understands that APT does not provide investment advice in connection with transactions on the brokerage account. However, where APT offers any information with respect to the purchase or sales of securities, the client shall be solely responsible for the decision for the purchase or sale of any such securities and shall have no recourse to APT regarding any claims for damages as a result of such purchase or sale.

The client also acknowledges and agrees that the research, financial market information and news made available by APT via APT email or on the APT website or any websites linking to or inform such website whether or not prepared by APT, does not constitute a recommendation or solicitation by APT that any particular investor should purchase or sell any particular security in any amount or at all.

Telephone Recordings/SMS Messages

I/We understand and agree that any telephone conversation with APT will or may be recorded for accuracy and consent to such recording. However, all instructions given by telephone must be confirmed in writing.

Where instructions are sent by email then they must emanate from the email address listed as in my/our contact email address as contained in my/our application form. Any mandate(s) sent via SMS must be from the phone number contained in my/our application form. Any change in this address/phone number/email information provided by the Client under this agreement must be communicated to APT immediately. APT is not obliged to verify the identity of the people acting in my/our name where instructions emanate from my/our contract details recorded with APT.

Indebtedness

In the event that I/We become indebted to APT in the course of operating this account, I/We agree to repay such indebtedness within 48hours failing which upon demand, the Company(APT) is at liberty to liquidate any assets in the account of the client at APT's discretion in an amount sufficient to pay such indebtedness.

Note that pending the liquidation of the debt, the Company is at liberty to charge interest at the prevailing market rates on the outstanding balance until complete liquidation.

Funding and Settlement

I/We understand and agree that all purchase transactions require pre-funding of My/Our brokerage accounts and APT is under no obligation to consummate a transaction where there are insufficient funds or securities in the accounts. However, if for some reason APT is unable to settle a transaction by reason of My/Our failure to make payment or deliver securities in good form and should APT in its own discretion decide to complete the transaction, I/We authorize APT to take steps necessary to complete the transaction in which event I/We agree to reimburse APT for all costs, losses or liabilities incurred.

All payments for the funding of My/Our account as well as withdrawals from My/Our accounts shall be by way of a crossed cheque or Bank transfer in line with Federal legislative provisions and APT shall not be obliged to pay interest on any unutilized credit balances in My/Our account.

Note that it is the policy of APT SECURITIES AND FUNDS LIMITED not to engage in cash transactions and as such shall not be held responsible for any liability arising from such transactions. All payment instruments must be drawn in the name of APT SECURITIES AND FUNDS LIMITED and not in any other form.

Third party cheques are not acceptable and lodgment of dividend warrants into an account other than that of the holder will not be honored.

Security and Confidentiality

All My/Our brokerage information and related details will be held in utmost confidentiality. However, where applicable laws mandate such disclosures, this will be undertaken strictly according to underlying laws. I/We, an/are the exclusive owner(s) and solely responsible for the confidentiality and protection of My/Our email account, account information number, security pin and any password that allows Me/Us to access APT's electronic trading systems, or on-line account.

I/We further agree to be fully responsible for all activities including brokerage transactions that arise from the use of My/Our account number or any password issued to Me/Us. I/We agree to indemnify APT if any other person utilizing My/Our confidential information provides instructions with or without My/Our prior knowledge. I/We shall immediately notify APT in writing or by email of any loss, theft or unauthorized use of the account number and/or password.

Indemnity

We agree to keep APT indemnified from and against all actions, proceedings, claims and demands which may be brought or made against APT and all losses, costs, charges, damages, and expenses which may be incurred or sustained or for which APT may become liable by reason of honoring such mandates via recorded telephone lines, e-mail, online brokerage account, and other electronic channels instructions provided that APT has taken all measures prescribed by this agreement irrespective of whether the instructions are erroneous, fraudulent or issued otherwise.

Risk disclosure

I/We fully understand the risks involved in investing in the capital market which may result in total loss of investment. I/We hereby acknowledge all the risks associated with my investment and accept the consequences of the risks taken which may include but not limited to partial or total loss of my/our investment.

Extraordinary Events

APT Shall not be liable for loss caused directly or indirectly by acts or occurrences which is beyond APT's control including but not limited to act of God, pandemic, strike, war, natural disasters, international or national government restrictions, exchange or market rulings.

Reimbursements

The reasonable cost of collection of any debit balance in My/Our accounts, including attorney's fee incurred by APT shall be reimbursed by Me/Us.

In the event that I/We sell a security prior to its ex dividend/distribution date and receive the related cash/stock dividend or distribution in error, I/We direct APT to pay such dividend/distribution to the entitled purchaser of the securities sold, from funds in My/Our account and where such funds are insufficient to satisfy these payments I/We undertake to make good any such payments, and I/We guarantee to promptly reimburse APT for, or deliver to APT, the said dividend or distribution. In the course where an indemnity is required by an operator for the purpose of facilitating My/Our transactions, APT is at liberty to provide such cover for My/Our ultimate benefit, and shall be empowered to charge My/Our account with a reasonable sum as the cost of such indemnity cover.

Fees and Commissions

I/We agree to pay fees and commissions in accordance with statutory charges schedule which is subject to change from time to time. The charges include markups or markdowns on principal transactions, which will be included with purchase price or deducted from the sales proceed of securities purchased or sold. We agree to reimburse APT for all applicable taxes.

Opening a New Account: Know-Your-Customer

In compliance with international agreements on the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. I/We undertake to provide APT with all required information necessary to open the account in compliance with the provisions of the law and additional information if required by the regulators.

Miscellaneous

- This agreement and all transactions made in my account shall be governed by the laws of the Federal Republic of Nigeria and rules issued from time to time by regulatory agencies including Securities and Exchange Commission, Nigeria Exchange Limited, Central Bank of Nigeria, Economic and Financial Crimes Commission etc.
- If any provision of the Agreement is determined to be invalid, illegal, or unenforceable under any law or regulation, it shall not affect the validity of the remaining provisions of the Agreement, which shall remain in full force and effect.
- The agreement is personal to the Client and cannot be assigned.
- The entire agreement as amended from time to time forms the complete agreement between APT and the Client and supersedes all prior agreements.
- No failure or delay in exercising any right, power or privilege vested in APT by this agreement shall operate as a waiver thereof nor shall any partial exercise of such right, power or privilege preclude any other or further exercise thereof.

Information Accuracy

I/We certify that the information contained in this agreement, the account application form, and any other document furnished to APT in connection with the account(s) is complete, true and correct, and I/We shall promptly advise APT of any changes to the information in such agreements and documents in the irrespective records at their discretion.

The client hereby agrees to notify us immediately he becomes aware of any of the following:

- Unauthorized access to or use of passcodes
- Unauthorized access to brokerage account
- Unauthorized sale/purchase/deposit/withdrawals from/into account
- If you receive an alert for an order that you did not place, or
- If you receive any other inaccurate or conflicting information

If you fail to notify us of any of the above, we will not accept liability for the costs of correcting any discrepancy.

By appending My/Our signature (s) below, I/We acknowledge that I/We, have read, understood and agree to the terms set forth in the foregoing agreement.

Company Name: _____

Address (including landmark): _____

Type of Business: _____

Signatory(ies): _____ Date: _____

INTRODUCED BY:

Name: _____

Position: _____

Recommendation/Comments: _____

Authorized Signature: _____ Date: _____

CORPORATE ACCOUNT OPENING FORM

PLEASE COMPLETE IN BLOCK LETTERS

NEW CLIENT

SECTION A: COMPANY DETAILS

COMPANY NAME: _____

RC NUMBER: _____

TIN: _____

COMPANY TYPE: _____

SECTOR: _____

COMPANY ADDRESS: _____

COMPANY PHONE Nos: _____

DATE OF INCORPORATION: _____

REGISTRATION NUMBER: _____

TYPE OF BUSINESS: _____

EMAIL ADDRESS: _____

COUNTRY OF RESIDENCE: _____

CONTACT PERSON(S): _____

CONTACT PERSON(S): _____

CONTACT PERSONS' EMAIL: _____

SECTION B: BANK DETAILS (Bank Account Name should correspond with the CSCS Account Name)

NAME OF BANK: _____

ACCOUNT NAME: _____

ACCOUNT NUMBER: _____

TYPE OF ACCOUNT: _____

DATE OF ACCOUNT OPENING: (DD/MM/YY) _____

DO YOU OPT FOR DIRECT SETTLEMENT INTO YOUR BANK ACCOUNT? YES NO

DO YOU HAVE A POLITICALLY EXPOSED PERSON (PEP) OR ANY PERSON AFFILIATED TO A PEP ON YOUR BOARD?

YES NO S, PLEASE GIVE DETAILS

SECTION C: AUTHORIZED PERSONS DETAILS**AUTHORIZED PERSONS (x)**

SURNAME: _____

OTHER NAMES: _____

TIN: _____ DESIGNATION: _____

BVN: _____ OCCUPATION: _____

SOURCE OF INCOME: _____

CLASS: A B C

RESIDENTIAL ADDRESS: _____

NATIONALITY: _____

COUNTRY OF RESIDENCE: _____

DATE OF BIRTH: _____

EMAIL ADDRESS: _____

TELEPHONE NUMBER (S): _____

IDENTIFICATION DOCUMENTS: INTERNATIONAL PASSPORT DRIVER'S LICENSE NATIONAL ID P.V.C

SIGNATURE: _____ DATE: _____

AUTHORIZED PERSONS (x)

SURNAME: _____

OTHER NAMES: _____

TIN: _____ DESIGNATION: _____

BVN: _____ OCCUPATION: _____

SOURCE OF INCOME: _____

CLASS: A B C

RESIDENTIAL ADDRESS: _____

NATIONALITY: _____

COUNTRY OF RESIDENCE: _____

DATE OF BIRTH: _____

EMAIL ADDRESS: _____

TELEPHONE NUMBER (S): _____

IDENTIFICATION DOCUMENTS: INTERNATIONAL PASSPORT DRIVER'S LICENSE NATIONAL ID P.V.C

SIGNATURE: _____ DATE: _____

AUTHORIZED PERSONS (3)

SURNAME: _____

OTHER NAMES: _____

TIN: _____ DESIGNATION: _____

BVN: _____ OCCUPATION: _____

SOURCE OF INCOME: _____

CLASS: A B C

RESIDENTIAL ADDRESS: _____

NATIONALITY: _____

COUNTRY OF RESIDENCE: _____

DATE OF BIRTH: _____

EMAIL ADDRESS: _____

TELEPHONE NUMBER (S): _____

IDENTIFICATION DOCUMENTS: INTERNATIONAL PASSPORT DRIVER'S LICENSE NATIONAL ID P.V.C

SIGNATURE: _____ DATE: _____

SECTION D: INVESTMENT DETAILSINITIAL INVESTMENT DEPOSIT (N) MODE OF PAYMENT: CASH CHEQUE FUND TRANSFER

PRODUCT/SERVICES REQUESTED: _____

INVESTMENT OBJECTIVE: INCOME GROWTH **SECTION E: NDPR DATA SUBJECT CONSENT FORM**

I hereby grant APT Securities and Funds Limited and all its third-party processors authority to collect and process my personal data for the following purpose ("services")

- Opening a brokerage account
- Execution of sales and purchase instructions
- Receiving trade alert
- Accessing the Company's online customer portal
- Receiving investment updates and newsletters
- Receiving email, promotions and marketing materials
- Rectification of my personal data
- Financial Services Education
- Asset and Portfolio Management
- Processing e-dividend
- Research and statistical purpose

I am aware this is necessary for APT Securities and Funds Limited legitimate interest to process personal information for the purpose of processing my request.

I consent to APT Securities and Funds Limited using my personal data for the purposes described in this notice and understands that I can withdraw my consent at any time using the Data Subject Consent Withdrawal Form.

Name of Individual providing Consent: _____

Address of Individual providing Consent: _____

Signature: _____

Director

Director

Date: _____

Date: _____

SECTION F: REQUIRED KYC DOCUMENTS

Please tick the submitted documents below and attach the documents to the form.

- CERTIFICATE OF INCORPORATION MEMORANDUM AND ARTICLES OF ASSOCIATION
 C.A.C FORM 7 C.A.C FORM 2CO COMPANY'S UTILITY BILL

MONEY LAUNDERING ACT

To help the Federal Government of Nigeria fight the funding of terrorism and money laundering activities, the Money Laundering (Prohibition) Act 2013 requires all financial and non-financial institutions to obtain, verify and record information that identifies each person who opens an account. In this regard, when you open with us at APT Securities and Funds Limited, we will ask for your name, address, means of identification, occupation and other information that will enable us to identify you.

Furthermore, in compliance with the money laundering (Prohibition) Act 2013, any single transaction, lodgment or transfer of funds in excess of N5, 000,000.00 or its equivalent in the case of an individual or N10, 000,000.00 or its equivalent in the case of a corporate body shall reported in writing within 7 days to the Nigeria Financial Intelligence Unit (NFIU) and the Securities and Exchange Commission (as applicable).

ATTESTATION

I hereby confirm that all the information provided is true and I agree to be bound by all the terms and conditions provided herein.

Signature: _____
Director

Director/Secretary

Date: _____

Date: _____

THANK YOU FOR DOING BUSINESS WITH APT SECURITIES AND FUNDS LIMITED.

FOR OFFICIAL PURPOSE ONLY

Endorsed By:

Data Protection Officer:

Name: _____

Signature: _____ Date: _____

Comment and Recommendation from Account Officer on visitation to Client's Address:

Status on PEP:

ACTIVE NON-ACTIVE

Risk Rating Matrix:

LOW MED HIGH

Relationship Officer's Name		Signature
Compliance Officer's Name		Signature

CHECKLIST OF REQUIREMENT

- Duly completed and executed account opening form (signed by Directors and Signatories)
- Memorandum and Articles of Association
- Form CAC2 (Statement of Share Capital)
- Form CAC7 (Particulars of Directors)
- Certificate of Incorporation
- Bank reference for the company
- Valid means of identification of all Directors and Signatories
- Utility Bill (must reflect the company's registered address)/notice of registered address form CAC3
- One passport picture of each Director and Signatory
- Board resolution appointing APT Securities as Stockbrokers and appointing signatories
- Current residence permit (where signatory is a foreign national)