

WOODLAND CAPITAL MARKETS PLC

(Member of the Nigerian Stock Exchange)

3,Ajele Street,Off Broad Street Lagos. St. Peter's House

P.O. Box 2023,G.P.O Lagos Tel:234- 01-4637544

BUSINESS/ CORPORATE ACCOUNT OPENING FORM

ACCOUNT NUMBER: *(For office use only)*

CSCS NUMBER: *(For office use only)*

*Please append your initial or signature on each page of this form

BUSINESS/ CORPORATE INFORMATION

Name of Company / Business Name:

BN / RC Number:

Registered Address:

Date of Incorporation:

CONTACT DETAILS

Office Address:

If different from registered address

Contact Person 1:

Telephone number

E-mail address:

Contact Person 2:

Telephone number

E-mail address:

Fax:

S/No	Name of Directors	Signature
1.		
2.		

3.		
4.		
5.		

S/No	Authorized Signatories	Designation	Signature
1.			
2.			
3.			

SIGNATURE MANDATE

Please tick as appropriate

Sole Signatory Alone Any 2 Signatories Either Signatory All Signatories

BANK DETAILS *(for remittances)*

Bank:

Account Name:

Account Number:

Account Type:

Branch / Sort Code:

INVESTMENT DETAILS

Initial Investment Amount:

SERVICES REQUIRED *(please tick as appropriate)*

Equity Trading / Dealing Service

Portfolio Management Service

Investment Advisory Service

Additional Services

INVESTMENT DISCRETION *(please tick as appropriate)*

Discretionary Portfolio Management

Advisory Portfolio Management

Execution Only Dealing

TERMS AND CONDITIONS

Mandate

The Client agrees that its mandate is subject to the rules and regulations of the Securities and Exchange Commission (SEC) and the Nigerian Stock Exchange (NSE).

Transmission of Information

The Client acknowledges that there are certain risks associated with conveying instructions by facsimile, text message, post and/or email, and hereby fully waive, discharge and indemnify **WOODLAND** in respect of any loss or damages resulting from the use of facsimile, text messaging, postal or email instructions.

Where confirmation of a transaction is transmitted to the Client through an electronic medium, **WOODLAND** will not be liable to the Client or to any other person receiving the confirmation for or in respect of any direct, indirect or consequential liability, loss, damage or cost of any kind or nature resulting from the use of facsimile, text messaging, postal, or email instructions sent through an electronic medium, whether or not as a result of the destruction of data, system malfunction, interruption of communication links or any other problem over which **WOODLAND** has no control.

Account Statements

The Client undertakes to carefully peruse and consider all statements rendered and forthwith advise **WOODLAND** within 7 (seven) days, in writing, if there is anything contained in such a statement that is not understood or that is believed to be incorrect.

Fees

The Client agrees that in consideration for the services provided by **WOODLAND** in terms of this mandate, **WOODLAND** shall be entitled to the management fees for Discretionary Portfolio Management set out and as amended from time to time in writing.

The Client agrees to pay fees and commissions in accordance with **WOODLAND**' fees and commissions schedule which is subject to change from time to time at **WOODLAND**' discretion. Fees and commissions, including markups or markdowns on principal transactions will be included with the purchase price of, or deducted from the sales proceeds of securities purchased or sold in the case of Equity Trading / Dealing Services.

The Client agrees that its account shall be deducted for all expenses related to managing the assets in its account including but not limited to statutory fees, transfer fees and redemption fees.

Investment Decision

The Client acknowledges that certain investment decisions may be made on an individual basis and may differ from certain model portfolios or investment strategies.

Non-Disclosure

The Client agrees to keep confidential any information about **WOODLAND** and regarding **WOODLAND** advices and trading practices. **WOODLAND** in turn agrees not to divulge our information to any third party except as required to conduct their duties and as may be required by law.

Set Off

The Client agrees that **WOODLAND** may, at any time without notice, notwithstanding any settlement of account or other matter whatsoever, combine or consolidate all or any of its existing account(s) opened in the company name or name(s) of agent(s), trustee(s), executor(s), successor(s) in title and assigns, and set off, appropriate or transfer any sum(s) standing to the credit of any of such accounts towards satisfaction of any liabilities be it present or future, actual or contingent, primary or collateral and several or joint.

Funding Account in Debit

If for any reason **WOODLAND** authorizes the execution of the Client's validly executed mandate when at the material time the account does not have sufficient funds to accommodate the value of transaction, (and the said account is thereby thrown into debit) the Client agrees that an overdraft position is thereby created and interest will be charged as appropriate.

Anti-Money Laundering

The Client agrees that all its transactions are subject to the provisions of the Money Laundering (Prohibition) Act 2011 of the Federal Republic of Nigeria and hereby agrees to carry out its responsibilities under the Act.

Furthermore, the Client agrees that **WOODLAND** is required by regulation to report all suspicious transactions to the relevant regulatory bodies.

Third Party Payments

The Client agrees that payments of proceeds of investments from its account shall only be made to the client. No 3rd party payments shall be instructed as **WOODLAND** is not obligated to honor such requests.

Termination

This relationship may be terminated by either party with or without cause upon written notice given to the other party, effective 48 hours after receipt of such notice by the addressee provided there are no outstanding issues or transactions to be settled on the client's account, or such later date as may be specified in such notice.

The Client acknowledges that upon receipt by **WOODLAND** of its notice of termination, **WOODLAND** shall complete any outstanding obligations and commitments made on its behalf. The Client acknowledges and agrees that due to processing time needed to disengage service (s) on its account after notice of termination is received, further transactions in its account may be made by **WOODLAND**.

In the event of bankruptcy or liquidation, **WOODLAND** authority to continue to act on behalf of the Client account shall continue until such time as **WOODLAND** is notified in writing of termination due to bankruptcy or liquidation by the legal representative, receiver or liquidator of the Client.

Force Majeure

WOODLAND shall not be liable for any delay in performance attributable to a cause beyond its reasonable control, and it is agreed that force majeure shall mean acts of nature such as earthquake, floods, tornadoes, fire; actions or inaction of government; war, civil disturbance, insurrection, vandalism, sabotage; strikes or other industrial disputes; exchange or market rulings; any act neglect or default of the other Party, or any cause outside **WOODLAND'S** reasonable control.

Dispute Resolution & Applicable Law

The interpretation, construction and performance of this agreement shall be governed in all respects in accordance with the laws of the Federal Republic of Nigeria. Where any dispute, difference or claim arises from and/or concerning this agreement, the parties shall meet as soon as possible to negotiate an amicable settlement of such dispute. Such negotiation shall be conducted in good faith.

If the parties are unable to resolve the dispute within thirty (30) days after the negotiations referred to above, then the dispute shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, Cap A18, Laws of the Federation of Nigeria, 2004. There shall be a panel of three (3) Arbitrators, one each appointed by the Parties and the third as Chairman agreed upon by both parties. If both parties fail to agree upon the Chairman of the Arbitration Panel, either party shall apply to the Chief Judge of the Federal High Court of Nigeria to so appoint.

Neither party shall bring any action or other legal proceedings against the other in respect of any such dispute, difference or claim until same shall first have been heard and determined by the arbitrator as aforesaid, and an award from the arbitrator shall be a condition precedent to any action or other legal proceedings.

The Arbitration proceedings shall take place in Lagos, and shall be conducted in the English Language.

The Client confirms that the information provided above to open an account with **WOODLAND** is complete and accurate.

The Client hereby acknowledges that the funds and source of such funds are legitimate and not directly or indirectly the proceeds of any unlawful activity.

The Client agrees to the Terms and Conditions detailed above.

Company / Business Name:

Director's Signature and Date

Company Seal:

INDEMNITY

We of _____
operate and continue to operate stock broking account(s) with **WOODLAND CAPITAL MARKETS PLC.** (hereinafter called "The Company") as the beneficial owner of the investments hereby warehoused in the above designated Stock broking House hereby declare as follows:

We are fully aware that Buy and/or Sell Mandate for the trade of shares/stocks/bonds through our CENTRAL SECURITIES CLEARING SYSTEM LTD (CSCS) Account domiciled with the company shall be by Buy and/or Sell Mandate Form executed in accordance with the existing mandate.

We hereby acknowledge that the use of facsimile (fax), telephone, text messages (SMS), e-mail, letters (on letterhead or otherwise) or other unsecured means of communication to convey instructions for the trade of Shares/Stocks/Bonds or any other such instructions not backed by a duly executed Buy and/or Sell Mandate Form that will lead to the sale or purchase as the case may be of shares/stock/bonds on our account is associated with additional risks and fraud exposure;

And whereas, we had issued in the past and still intend to further issue buy/sell mandates in the aforementioned forms otherwise than by a formal buy/sell mandate;

The company has requested and we have agreed to provide the Indemnity under the conditions herein contained:

NOW THEREFORE, we instruct that the company should accept and execute instructions and/or give effect to requests to buy or sell stocks on our behalf, any other instruction relating to our account on any of the services usually rendered by the company to her clients, where such instructions and/or requests are given by any of the aforementioned means.

IN CONSIDERATION of the company agreeing to accept and act upon any such instructions, communications and documents by facsimile (fax), telephone, e-mail, letters issued by me for the trade of shares/stocks/bonds and unaccompanied by a duly executed Buy and/or Sell Mandate Form, we hereby irrevocably undertake to indemnify the Company and hold it harmless from and against all costs (including without limitation to legal fees and expenses, claims, losses, liabilities, damages and proceedings) whatsoever that the company may suffer or incur or that may arise as a result of the company accepting or acting upon such instructions, communication or documents and including risks due to errors in transaction, misunderstanding or error on the part of the company regarding our identity.

We hereby irrevocably release the company from all liability in the event that any telephone, text messages, e-mail, facsimile transmission or letter is not received, or is mutilated, altered, illegible or interrupted, duplicated, incomplete, unauthorized, or delayed for any reason.

The company 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 unaccompanied by our executed Buy and/or Sell Mandate Form and/or to request verification of documents and instructions received by such means.

Furthermore, we do hereby undertake that we will at all times sufficiently indemnify you and keep you indemnified against all liabilities and against all actions suits, proceedings, claims, demand, cost and expenses whatever which may be taken or made against you or incurred or become payable by you by reason of your reliance on the information provided in this account opening package and signature sample therein.

Dated this _____ day of _____ 20____

Signed, Sealed and Delivered on behalf of the within-named

Name: _____

Please impress Company Seal below:

Signature: _____



In the presence of:

Name: _____

Signature: _____