

**FORTHRIGHT SECURITIES
&
INVESTMENTS LIMITED**
(Member of the Nigerian Stock Exchange)

FORTHRIGHT PLACE
No 13, Atinuke Olabanji Street, Off John Olugbo Street, Ikeja Lagos
www.forthrightsec.com
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Tel: 08108523236; 07088060085

BUSINESS/CORPORATE ACCOUNT OPENING FORM

CHN NUMBER: *(for office use only)*

CSCS NUMBER: *(for office use only)*

RELATIONSHIP OFFICER: *(for office use only)*

AUTHORISED/APPROVED BY: *(for office use only)*

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

BUSINESS/ CORPORATE INFORMATION

Name of Company / Business Name:

RC Number: Registered Address:.....

.....
Date of Incorporation:.....

CONTACT DETAILS

Office Address:

If different from registered address

Contact Person 1(Full Name):

Telephone number: Email address:.....

Contact Person 2(Full Name):.....

Telephone number:..... Email address:.....

S/N	NAME OF DIRECTORS	SIGNATURE
1		
2		
3		
4		
5		

S/N	AUTHORISED SIGNATORIES	DESIGNATION	SIGNATURE
1			
2			
3			

SIGNATURE MANDATE

Please tick as appropriate

Sole Signatory Any 2 Signatories Either Signatory All Signatory

BANK DETAILS *(for remittances)*

Bank Name:.....

Account Name:.....

Account Number:..... Account Type:.....

Bank Branch / Sort Code:.....

BVN:.....

INVESTMENT DETAILS

Initial Investment Amount:

SERVICES REQUIRED *(please tick as appropriate)*

Equity Trading / Dealing Service

Forth ReconS

Forth Wealth Builder

Additional Services

ADDITIONAL DOCUMENTS REQUIRED

- COPY OF CERTIFICATE OF INCORPORATION/REGISTRATION**
- SIGNATURE MANDATE OF COMPANY ON LETTERHEAD PAPER(SEALED)**
- BOARD RESOLUTION ON LETTERHEAD PAPER(SEALED)**
- FORM CAC C7**
- FORM CAC C2**
- PHOTOCOPY OF UTILITY BILL OF THE COMPANY(NEPA/WATER BILL)**
- PHOTOCOPY OF VALID MEANS OF IDENTIFICATION OF SIGNATORY (IES)**
- PHOTOCOPY OF ARTICLE OF ASSOCIATION**
- PHOTOCOPY OF MEMORANDUM OF ASSOCIATION**

TERMS AND CONDITIONS

Mandate

The Client agrees that his / her 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 **FSIL** 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, **FSIL** 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 **FSIL** has no control.

Account Statements

The Client undertakes to carefully peruse and consider all statements rendered and forthwith advise **FSIL** 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 **FSIL** in terms of this mandate, **FSIL** 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 **FSIL**' fees and commissions schedule which is subject to change from time to time at **FSIL**' 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 **FSIL** and regarding **FSIL** advices and trading practices. **FSIL** in turn agrees not to divulge my / 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 **FSIL** 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 **FSIL** 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 his / her responsibilities under the Act.

Furthermore, the Client agrees that **FSIL** 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 his / her account shall only be made to the client. No 3rd party payments shall be instructed as **FSIL** 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 **FSIL** of its notice of termination, **FSIL** 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 **FSIL**.

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

Force Majeure

FSIL 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 **FSIL**' 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 **FSIL** 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.

Client Name:

Client Signature and Date:

FORTHRIGHT SECURITIES & INV. LTD