



## Forthright Securities & Investments Ltd.

### ACCOUNT OPENING FORM

Title	First Name		
Middle Name	Last Name		
Religion	Gender <input type="checkbox"/> Male <input type="checkbox"/> Female		
Date of Birth (dd/mm/yy)	Place/Country of Birth		
Marital Status <input type="checkbox"/> Married <input type="checkbox"/> Single	Others _____		
State of Origin (Nigerians Only)	LGA		
Mother's Maiden Name			
Residential Address			
Mailing Address			
Date of Entry into Present Residence			
Country of Residence	Nationality		
Resident Indicator <input type="checkbox"/> Resident <input type="checkbox"/> Non-Resident			
Do you carry other country's passport other than Nigeria? Yes <input type="checkbox"/> No <input type="checkbox"/>			
If yes, state the country _____			
Mobile Phone	City Code	Country Code	
Landline Phone	City Code	Country Code	
Personal Email Address	Official Email Address		
ID Type <input type="checkbox"/> International Passport <input type="checkbox"/> Driver's Licence <input type="checkbox"/> National ID Card	Voter's ID Card		
ID Number	Issue Date	Expiry Date	Place of Issue

Affix recent passport photograph here

### Employment Details

Level of Qualification	
Employment Status <input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Retired <input type="checkbox"/> Self-Employed Others _____	
Occupation/Employment Segment	Appointment Date
Company Name	
Company/Office Address	
Official Telephone Number	Fax Number
Official Email Address	Official Website Address
Annual Average Income <input type="checkbox"/> Less than N10m <input type="checkbox"/> N10 - 50m <input type="checkbox"/> N50m and above	
Source of Investment Fund <input type="checkbox"/> Employment <input type="checkbox"/> Business	Others _____
Purpose of Investment	

**Bank Account Details** (Your Bank Account Name Details Should Correspond With CSCS Account Name)

Bank Name	Branch
Account Name	Account Number
Bank Verification Number	Date or Creation (Or bank Acct)
National Identification Number (NIN):	
Do you opt for direct settlement into your bank account?	
Please Tick <input type="checkbox"/> Yes <input type="checkbox"/> No	

**CSCS Account Number****Clearing House Number**

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**Next Of Kin Details**

Title	First Name		
Middle Name	Last Name		
Date of Birth	Nationality	Gender	<input type="checkbox"/> Male <input type="checkbox"/> Female
Relationship	<input type="checkbox"/> Parent <input type="checkbox"/> Child <input type="checkbox"/> Spouse	Others	
Email	Telephone Contact		
Contact Address of Next of Kin			

**Questionnaire**

Have you occupied any Political Position?  Yes  No If yes, please state the most recent political position occupied

\_\_\_\_\_ Date: From \_\_\_\_\_ To \_\_\_\_\_

Have any of your close relatives/associates occupied a Political Position? Yes  No

If yes, please state the names and your relationship with such persons below

1 Name	Relationship
Position Held	Date From _____ To _____
2 Name	Relationship
Position Held	Date From _____ To _____

**Attestation**

I/We attest that all information provided herein is accurate and would notify you to update my/our records where any change occurs

\_\_\_\_\_  
Name, Signature and Date

\_\_\_\_\_  
Name, Signature and Date

**For Official Purpose Only****Documentation Checklist**

- |  |  |
|--|--|
| 1. Completed account opening form <input type="checkbox"/> | 5. *Proof of address (e.g. copy of recent utility bill) <input type="checkbox"/> |
| 2. Standard terms and conditions <input type="checkbox"/>  | 6. Resident permit (for Non-Nigerians) <input type="checkbox"/>                  |
| 3. Passport photograph <input type="checkbox"/>            | 7. *Birth certificate (for minors only) <input type="checkbox"/>                 |
| 4. Means of identification <input type="checkbox"/>        | 8. Safe watch list report <input type="checkbox"/>                               |

\* Originals must be sighted

Documents Status	<input type="checkbox"/> Complete	<input type="checkbox"/> Incomplete
Risk Rating	<input type="checkbox"/> Low	<input type="checkbox"/> High
Account Opening Authorized By		
Date		
CSCS Number	Account Number	

RC 285107

Trading License Holder of The Nigerian Exchange (NGX) Limited

Participating Member NASD PLC

info@forthrightsec.com

www.forthrightsec.com

## TERMS AND CONDITIONS

### MANDATE

The Client agrees that his/her mandate is subjected to the rules and regulations of the Securities and Exchange Commission (SEC) and the Nigerian Stock Exchange (NSE).

### TRANSMISSION OF INFORMATION

The Client acknowledge 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 advice **FSIL** within seven (7) 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 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 include with the purchase price of, or deducted from the sales proceeds of securities purchase 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 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**, advice and trading practices. **FSIL** in turn agrees not to divulge my/out 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** mat, at any time without notice, notwithstanding any settlement of account or other , matter whatsoever, combine or consolidate all or nay of its existing account(s) opened in the company name or names(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 validity 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 transaction are subject to the provision of the Money Laundering (Prohibition) Act 2011 of the Federal Republic if

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 honour 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 termination, **FSIL** shall complete any outstanding obligations and commitments made on its behalf. The Clint acknowledges and agrees that due to processing time needed to disengage service(s) on its acctnt 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: strike 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, different 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, different 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 auction 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 acknowledge 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 Term and Conditions detailed above.**

**Client Name:** .....

**Client Signature and Date:** .....

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**SMS & E-MAIL INDEMNITY**

**INDEMNITY IN RESPECT OF ORDERS GIVEN BY E-MAIL**

Account Name.....

Account No.....

For reasons of speed and convenience in the operations of my/our account with Forthright Securities & Investments Limited, I/we hereby give you our firm instructions to honour my /our e-mail/ telefax concerning transactions on my/our with you from time to time. It may not always be possible for me/us to confirm my/our instructions in writing but I/we will use my/our best endeavor to do. I/we hereby authorize you to accept and execute immediately all requests and instructions that you receive from/us by e-mail/telefax which bear my /our signature but being aware of the risk that arise from your acting, I/we confirm as follows.

- (a) I/We hereby undertake not hold you liable and shall indemnify Forthright Securities & Investments Limited against all loss, costs, damages and expense, which Forthright Securities & Investments Limited may incur or sustain in consequence of it acting as herein request. Forthright Securities & Investments Limited is hereby absolve of any/all liabilities for any mistake arising from misunderstanding or misinterpretation thereof, errors in transmission or regarding the authorized signatory (ies) or abuse unauthorized parties.
- (b) Where e-mail/telefax instructions are subsequently confirmed in writing and in the event that. There is conflict between Forthright Securities & Investments Limited interpretation of the e-mail/telefax instructions and the written instruction later received, Forthright Securities & Investments Limited shall be entitled to rely on the e-mail/telefax instructions first received without any liability for any mistake or error.
- (c) That I/we hereby undertake to indemnify Forthright Securities & Investments Limited from all action, proceedings, demands, losses, costs, damages and expenses which it may incur as result of accepting an e-mail/telefax instruction which bears a signature of reasonable likeness to my/our own event if it subsequently proved to be forged and/ or otherwise irregular.
- (d) I/we agree to perform and ratify any contract entered into by Forthright Securities & Investments Limited on our behalf and /or any action taken by it as result of any such communications made or purporting to be made by my/our authorized representatives and believed by Forthright Securities & Investments Limited to have so been made. This assumption of risk by Forthright Securities & Investments Limited shall extend to communications made or purported to be made by any attorneys now or hereafter appointed from time to time by me/us and honestly believed by Forthright Securities & Investments Limited to have been so made on my/our behalf. We hereby undertake to indemnify Forthright Securities & Investments Limited from all losses emanating there from.
- (e) I/we acknowledge that notwithstanding the forgoing, Forthright Securities & Investments Limited may at any time at its absolute discretion decline to execute any instruction or request given by me/us via e-mail/telefax notwithstanding that at the time of such instruction or request, Forthright employee receiving such instruction or request may have formerly accepted to act on such instructions or request.
- (f) I/we confirm that I/we have referred this document to my/our solicitor who has satisfactorily explained the effects of the terms herein and I/we agree to abide by the terms.
- (g) This indemnity shall remain effective until duly cancelled by me/us by a notice in writing and delivered to Forthright Securities & Investments Limited d at its registered address during office hours.
- (h) This indemnity shall cover all accounts now and in the future opened in my/our name.

This indemnity shall be governed by the laws of the Federal Republic of Nigeria

Dated this .....day of..... 20.....

.....  
Signature

.....  
Signature account(s)

## **ACCOUNT OPENING\CLIENT UPDATE REQUIREMENT(S)**

Kindly complete the Client Detail Form and attach the under listed requirement(s)

### **- INDIVIDUAL:**

Client(s) Recent Passport Photograph

Photocopy of Utility Bill -Electricity Bill

-Water Rate e t c

Photocopy of means of Identification - Driver License - National ID card

- International Passport

### **- CORPORATE**

Copy of Certificate of Incorporation \Registration

Signature Mandate on the company's letterhead paper

Recent Passport photograph of Signatory (ies)

Board Resolution

Utility Bill of the Company

Photocopy of a valid Means of Identification of Signatory (ies)

Photocopy of Memorandum & Article of Association

### **- ESTATE ACCOUNT**

-Death certificate -Probate\Letter of administration

-Newspaper publication by court\Gazette -Bankers confirmation of administrators -Letter by the administrators for transmission -Original documents for sighting

-Copy of valid means of Identification of Administrators

**FOR NEW ACCOUNT; Banker's Confirmation of Signature should be attached to the aforementioned requirement(s) and address to:**

The Managing Director,  
Forthright Securities & Investments Limited,  
Forthright Place,  
No 13, Atinuke Olabanji Street,  
Off John Olugbo Street,  
Ikeja,  
Lagos State:

## **EXPRESS CONSENT CLAUSES/STATEMENT**

### **CONTACT PERMISSION**

Forthright Securities & Investments Limited would very much like to send you market information by email, post, SMS, phone or other electronic means.

We at Forthright Securities & Investments Limited always treat our client's personal data with the utmost care and will never sell them to other companies for marketing purposes.

Please let us know if you would like to hear from us by selecting one of the options below:

- Yes please, I would like to hear about the offers and services.
- No thanks, I don't want to hear about offers and services.

### **MAILING LIST**

Join our mailing list to receive te newest offers, podcasts, webinars, products etc

- Yes please, I would like to hear about the offers and services.
- No thanks, I don't want to hear about offers and services.

### **KEEP IN TOUCH WITH US**

Please tick the boxes below to tell us all the ways you would prefer to hear from.

- E-mail
- S.M.S
- Post
- Other Electronic Means (Whatsapp)

Dated this ..... day of ..... 20 .....

Signature .....