

This application form must be completed in full and the following information provided in order to open an account with Chapel Hill Denham.

- Registered and correspondence address
- General financial information
- Information about authorised signatories and beneficial owners
- Bank account details

REQUIRED DOCUMENTATION

The following are required for KYC (Know Your Customer) purposes.

- Certificate of incorporation (or equivalent)
- Memorandum and articles of Association (or equivalent)
- Audited financials – most recent
- Inland Revenue Tax Certificate
- Board Resolution confirming:
 - * Appointment of authorised signatories
 - * Appointment of Chapel Hill Denham Securities Limited as Stockbrokers (For Execution only) OR Chapel Hill Denham Management Limited as Portfolio Manager (For Managed accounts)
- Shareholding structure
- Particulars of Directors
- Details of every person / legal entity that controls 25% or more of the company’s voting rights

All authorised signatories and at least two directors are also required by law to provide the following:

- Passport photograph
- Signature sample (*Your signature must match that on your identification document*)
- One item to confirm identity and a separate item to confirm address from the list of documents below.

Document	Proof of Identity	Proof of Address
International passport	✓	
Residence permit	✓	
Inland revenue tax clearance certificate	✓	
Birth certificate/ Sworn declaration of age	✓	
Voters registration card	✓	
Driver’s license	✓	✓
National identity card	✓	✓
Recent utility bill with current address		✓
Recent bank statement with current address		✓
Tenancy Agreement		✓

***All documents must be current.
The same document cannot be used for both proof of identity and proof of address.***

Please contact us if you require help to complete this application: info@chapelhilldenham.com

1 Company Details

Company Name:

Registration Number: Tax Identification Number:

Country Of Registration: Date Of Registration:

Nature Of Business:

Company Email Address:

Contact Phone Number: Company Website:

Registered Address (PO Box is not acceptable)

Street Address 1:

Street Address 2: City/Town:

State: Country: Postcode:

Mailing Address (If different from registered address)

Street Address 1:

Street Address 2: City/Town:

State: Country: Postcode:

Is your company/parent company listed on any stock exchange?

NO YES Name of country/exchange:

Is your company/parent company regulated?

NO YES Name of regulator:

2 Financial Information

Annual Turnover:

Annual Amount to be invested: Less than GHS 200,000,000 GHS 200,000,000 - 1M Above GHS 1M

Source of funds:

Bank Name: Account Number:

Date Opened:

3 Investment Profile

Overall investment objective (Check only one)	Investment experience	Years of investing experience	Investment time-frame
<input type="checkbox"/> Capital preservation	<input type="checkbox"/> Extensive	<input type="checkbox"/> None	<input type="checkbox"/> Less than 1 year
<input type="checkbox"/> Income	<input type="checkbox"/> Limited	<input type="checkbox"/> 1 - 2 years	<input type="checkbox"/> 1 - 2 years
<input type="checkbox"/> Growth	<input type="checkbox"/> Good	<input type="checkbox"/> 2 - 5 years	<input type="checkbox"/> 2 - 5 years
<input type="checkbox"/> Speculation	<input type="checkbox"/> None	<input type="checkbox"/> Over 5 years	<input type="checkbox"/> Over 5 years

4 Authorised Representatives

Please use the continuation sheet on page 6 for additional authorized representatives.

Authorised Representative 1

Title: Surname:

First Name: Middle Name:

Date Of Birth: Gender: F M Marital Status:

Email Address:

Mobile Number: Other Number:

Designation Director Other

Signature:

Authorised Representative 2

Title: Surname:

First Name: Middle Name:

Date Of Birth: Gender: F M Marital Status:

Email Address:

Mobile Number: Other Number:

Designation Director Other

Signature:

5 Account Mandate

Please specify mandate authorisation instructions

- Any ONE to sign
- Any TWO to sign
- Other instructions (Please specify)

Any instructions (including trading and settlement instructions), authorisation, request, act, admission, agreement or settlement of whatever nature in respect of the operation of the corporate account or any transaction thereunder given in accordance with the above mandate shall be binding on the corporate account holder and CHD may act on the same.

6 Products & Services

Service level - Please select desired service level.

- Execution only service Managed account service

Please select all investment products that you would like to invest

- Equities Treasury Bills Bonds and Fixed Income Mutual Funds ETFs

Online access

- Activate online access Activate online trading

Research Reports Subscription - Please select all the reports you wish to receive via email

- Daily Market Report Monthly Market Outlook Initial Comments Company Updates Sector Updates

Investment Markets

Please select your primary investment market

- Nigeria Ghana

Please select additional investment markets of interest

- Nigeria Ghana Kenya

7 Enhanced Due-Diligence

Has any individual associated with this company or any of their immediate family members ever been elected, appointed or assumed any political position in a National, State or Provincial Government?

- NO YES

Name of person:

Name of person:

Position held:

Position held:

Dates held:

Dates held:

8 25% Shareholders

Please provide names of every person or legal entity that controls 25% or more of the company's voting rights:

Shareholder Name:

Percentage Owned:

Shareholder Name:

Percentage Owned:

Shareholder Name:

Percentage Owned:

Shareholder Name:

Percentage Owned:

9 Attestation and Signatures

I/We hereby confirm that I/we have received, read, understood and agree to be bound by and comply with:

a. The TERMS and CONDITIONS (as may be varied or supplemented from time to time) of Chapel Hill Denham Securities Limited and Chapel Hill Denham Management Limited, which companies are referred to as CHD below, and understand the provisions contained therein shall govern my/our relationship, accounts and other services provided by CHD.

b. Declaration

i) Certify that all the information provided is precise and correct and we shall advise Chapel Hill Denham (CHD) of any changes that may occur to any of the data provided herein within 1 month of the change.

ii) Confirm that we have received, read, understood and agree to be bound by and comply with the TERMS and CONDITIONS (as may be varied or supplemented from time to time) of CHAPEL HILL DENHAM and understand the provisions contained therein shall govern the relationship, accounts and other services provided by CHAPEL HILL DENHAM.

Signed on behalf of:
(Company Name)

Name (Print)

Signature

Designation:

Date Signed:

DD / MM / YYYY

Name (Print)

Signature

Designation:

Date Signed:

DD / MM / YYYY

Name (Print)

Signature

Designation:

Date Signed:

DD / MM / YYYY

Name (Print)

Signature

Designation:

Date Signed:

DD / MM / YYYY

This application and your acceptance of the terms & conditions herein shall be governed by and construed in accordance with the laws of the Federal Republic of Ghana and subject to the exclusive jurisdiction of the Ghanaian courts.

Acceptance of the terms and conditions of Chapel Hill Denham ("CHD") in this application is on the basis that you are a person (including representative of an entity) who is able to give the confirmations and representations contained herein. Failure to provide true and accurate information in this application shall render the account(s) / services and all subsequent actions consequent thereon null and void. Acceptance of these terms and conditions constitutes your agreement that:

CONTACT

We may contact you by telephone to verify your details or discuss your trade instructions, which may be time and price sensitive. We may use your email address to send you information such as trade confirmations and other important notifications. A failure to provide a valid email address will limit our ability to provide you with the above.

EXECUTION ONLY ACCOUNTS AND SERVICES

1. Definition. Execution only means that CHD will only execute BUY and SELL instructions / mandates given by the client. Under Execution only, CHD does not act as a financial advisor or portfolio manager.
2. Execution only share dealing or brokerage accounts used for the purchase of GSE traded stocks and other investments are provided by Chapel Hill Denham Securities (Ghana) Limited.
3. You will be solely responsible for managing your portfolio; issuing buy and sell orders, corporate actions etc. All investment decisions will be made solely by you and you have relied on your own investigations of the potential investment(s). You are not relying on the information obtained directly or indirectly or any representations, statements, warranties or undertakings, written or oral, made by representatives of the company. Accordingly, CHD, its directors, officers, representatives, agents, privies and assigns shall not be held responsible for any reliance you have placed on such information or representation. Where any information or representation is given or made by the company through its directors, officers, representatives, agents, privies or assigns, it does not serve as a guarantee for the successful performance of any investment made as a result therefrom.

RISK WARNING – INVESTMENT IN SHARES

1. You are aware that an investment in shares involves a very high degree of risk and is therefore a speculative investment of which you are able to bear the economic risk of investing in and holding such shares.
2. You have such knowledge and experience in financial, business and investment matters as to enable you to evaluate the merits and risks of an investment in shares. Where you do not have the requisite knowledge and experience, you have sought and consulted with independent advisers on the investment and are satisfied with their qualified assessment.
3. Your investment is subject to prevailing market forces and as such may rise or fall significantly. It is important to note that even if a security performed well in the past it does not mean that it will continue to or perform better in the future.

RISK WARNING – ALL INVESTMENTS

4. You have made your own assessment and have satisfied yourself concerning the relevant tax, legal, currency and exchange controls and other economic considerations relevant to your investment.
5. You have complied with all the requisite laws of the Federal Republic of Ghana in making your investment and have not utilised proceeds of unlawful activities to do so. You shall indemnify CHD for any liability that may arise from your use of proceeds obtained from unlawful activities for any investment undertaken on your behalf by CHD.
6. As with all capital market investments, you may lose your principal/initial investment and we do not guarantee any portion of your investment; either principal or realized/ unrealized capital gains made.
 - 6.1. Your portfolio is subject to certain risks which include: Liquidity Risks; Market Risks; Concentration Risks; Equity Risks and Volatility
7. It is important understand your risk appetite before making any investments and an indication will be to determine whether you a green investor (1-3years experience) or a smart investor (5-10 years' experience) or a financial adviser/Investor managing portfolios.

RISK WARNING – ONLINE TRADING

1. Online trading is currently not available on the Ghana Stock Exchange.

GENERAL – TRADES UNDERTAKEN OUTSIDE THE ONLINE PORTAL

1. CHD's offices are open for business between the hours of 9 a.m. and 5 p.m. on each day that is designated a Business day in Ghana ("Business Day).
2. Mandates must be submitted in writing via our channels by 11am or prior to the business day of execution. Execution schedules for non share investments will be provided on request.
3. All mandates received will be subject to internal checks before being submitted for execution. Where a purchase / sale transaction is mandated this will only be executed if sufficient funds / shares are available in your account. Please note that non-availability of funds or shares / investments for purchase or sale transactions will result in the mandate being cancelled. CHD will attempt to contact you as soon as practicable if there are any issues.
4. Amendments/cancellation of mandates can be done in writing - this is also subject to the deadline stated in point 2 above.
5. Where a mandate/amendment/cancellation is submitted after the deadline stated in point 2 above, the mandate/amendment/cancellation may not be treated until the next business day.
6. Mandates / amendments /cancellations received on a day that is not a business day will be deemed to have been received on the business day immediately following the day of actual receipt.
7. Share transactions: CHD executes transactions based on the ruling market prices of stocks on The Ghana Stock Exchange.
8. Non share transactions: CHD executes transactions based on the ruling market prices of investments on the relevant market in which they are made available at the time of execution.

9. CHD executes mandates on a best efforts basis only in accordance with our Best execution policy stated below. It is therefore unable to guarantee that a mandate will be executed on a particular day even where such mandate indicates that the relevant transaction is to be effected at "market price".
10. Share transactions: Buy and sell mandates can only indicate one price and not a price range.
11. All sales proceeds of shares and other investment sold shall be retained in the client's account except if otherwise advised in writing by the client.
12. Funds deposited into client's stock broking account with CHD including retained proceeds are non interest bearing. A Client's funds will remain in the client's stock broking account until an express mandate is received authorising the utilisation of the funds.
13. CHD shall under no circumstance be held liable for the lapses of other institutions involved in the withdrawal/transfer process.
14. Requests to withdraw funds from client's stock broking account will only be honoured if there are adequate, cleared and unencumbered funds in the client's stock broking account with CHD. Associated transfer charge(s) for interbank transfers will be borne by the client.
15. CHD shall not make any payment from a client's stock broking account to a 3rd party even if such payment has been authorised by the account holder.
16. Where an error is made on your account, we will notify you and rectify the error by reinstating you to the position you were before the error occurred at no cost or benefit to you.
17. From time to time we will release certain information via research reports, e mails, social media, on our website; we do not subscribe to providing updates with specific regularity and make no attestation to the veracity of the information provided
18. In line with statutory requirements your account, portfolio may be subject to regulatory scrutiny and this may be done with or without recourse to you.

BEST EXECUTION

1. Best execution: CHD operates a best execution policy for execution of transactions. Best execution means that CHD will aim to treat clients fairly at all times and achieve the best possible results when executing their orders.
2. In exercising Best execution, CHD will take the following factors into consideration:
 - a. Available prices: Given that the transactions can only be completed in a single venue, the only pricing consideration is time of execution.
 - b. Order size
 - c. Market impact
 - d. Nature of the order
 - e. Type of financial instrument

EXECUTION ONLY ACCOUNT – OTHER MARKETS

1. Executions for trades in other markets will be carried out through our representative stock brokers in those markets and are subject to the fees, terms and conditions specific to that market.

EXECUTION ONLY ACCOUNTS – ALL OTHER PRODUCT MANDATES

1. All instructions/mandates in the trading, management and operations of your account are to be conveyed strictly in writing to the identified representative of CHD, you may however request the option to convey instructions by alternative means.
2. You agree not to contest the validity or enforceability of any communications between you and CHD or its identified representative through any medium whatsoever, including electronic media.
3. You shall indemnify and keep indemnified the firm against any and all mistake, fraud, damage, loss and/or liability arising from and/or as a result of any act or omission resulting from our executing any mandate, instructions, or other communications furnished by you through any means including electronic media. This indemnity shall also subsist in relation to any business or transactions, which you may have with us, or in which we may be acting on your behalf or in accordance with your instructions.

CONTACT DETAILS

You can reach us on ghana.info@chapelhilldenham.com

FEES

Commission, regulatory, tax, administrative and other fees may apply to the products and services provided and will be advised on sign up.

PERSONAL INFORMATION

Personal information will be collected for the purpose of completing this application and maintaining the relationship going forward

TERMINATION

This agreement may be terminated by the client with or without providing any reasons for such termination, upon issuance of 30 days written notice. Provided, however, that no such termination will affect the outstanding obligations of each party to the other. It is expressly agreed that following the expiration or termination of this agreement, CHD will continue to be entitled to receive fees that have accrued prior to such expiration or termination but remain unpaid and which thereafter fall due.

In the event of breach of the aforementioned terms & conditions or the failure to fulfill standard account opening requirements CHD will elect to terminate the agreement and provision of services encompassed therein immediately by written notice and the client shall be liable to pay to CHD 100% of any fees outstanding, if any, that may have accrued to CHD at the time of termination.

Where reimbursements of funds to the client is required, upon termination and consequent liquidation of the clients account CHD reserves the right to deduct all outstanding fees or debt owed to it by the client from the account before final disbursement and settlement of said account.

Authorised Representatives (Continuation Sheet)

Authorised Representative

Title: Surname:

First Name: Middle Name:

Date Of Birth: Gender: F M Marital Status:

Email Address:

Mobile Number: Other Number:

Designation Director Other

Signature:

Authorised Representative

Title: Surname:

First Name: Middle Name:

Date Of Birth: Gender: F M Marital Status:

Email Address:

Mobile Number: Other Number:

Designation Director Other

Signature: