

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

- Registered address
- Mailing address
- General financial information & bank account details
- Information about authorised signatories and beneficial owners

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 financial statement (No more than two years old)
- Inland revenue tax clearance 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 (details of holders with shares in excess of 25%)
- Particulars of Directors - Form CAC7 (or equivalent statutory form)

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 |
|--|-------------------|------------------|
| Passport | ✓ | |
| Residence permit | ✓ | |
| Inland revenue tax clearance certificate | ✓ | |
| 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 assistance with this application: info@chapelhilldenham.com

For Internal Use Only

Sales Officer/Agent: Date:

Compliance Approval: Date:

Risk Classification: LOW HIGH (Complete section below for high risk classification)

Rationale for high risk classification:

Additional due diligence carried out (including any adverse information discovered):

Recommendation (Include rationale for establishing a relationship):

Senior Manager Approval: Date:
(Required for High Risk)

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 or parent/holding company listed on any stock exchange?

NO YES Name of country/exchange:

Is your company or parent/holding company regulated?

NO YES Name of regulator:

2 Financial Information

Annual Turnover: Source of funds:

Annual Amount to be invested: Less than ₦10,000,000 ₦10,000,000 - ₦50,000,000 Above ₦50,000,000

Bank Name: Account Name:

Account Number: BVN: 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 request a continuation sheet for additional authorised representatives.

Authorised Representative 1

Title: Surname:

First Name: Middle Name:

Date Of Birth: Gender: F M Marital Status:

Email Address: Bank Verification No:

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: Bank Verification No:

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 in

- Equities/ETFs
- Treasury Bills Investments
- Investment Notes
- Target Investment Notes
- Mutual Funds

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

Your primary investment market is Nigeria. Please select additional investment markets of interest

- Ghana
- Kenya
- Other(s): _____

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 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 and understand the provisions contained therein shall govern my/our relationship, accounts and other services provided by Chapel Hill Denham.

b. Declaration

i) Certify that all the information provided is precise and correct and we shall advise Chapel Hill Denham 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:

Name (Print)

Signature

Designation: Date Signed:

These terms and conditions, as may be varied and supplemented from time to time, relate to the provision of accounts and services by Chapel Hill Denham Management Limited and Chapel Hill Denham Securities Limited, which companies are referred to as CHD below.

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

Acceptance of the terms and conditions of 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:

PERSONAL INFORMATION

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

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. Failure to provide a valid email address will limit our ability to provide you with the above.

CONTACT DETAILS

You can reach us on 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.

TERMINATION

This agreement may be terminated by either party, with or without providing any reason for such termination, upon issuance of 30 days' written notice, provided, however, that no such termination will affect the outstanding obligations of either 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 these terms and conditions or the failure to fulfill standard account opening requirements, CHD may elect to terminate the agreement and provision of services encompassed therein immediately by written notice and you shall be liable to pay to CHD 100% of any fees outstanding, that may have accrued to CHD at the time of termination.

Where reimbursement of funds is required, CHD reserves the right to deduct all outstanding fees or debt owed to it from your account before final disbursement and settlement of said account.

EXECUTION ONLY ACCOUNTS AND SERVICES

- Definition. "Execution Only" means that CHD will only execute BUY and SELL instructions/mandates given by you. Under Execution Only, CHD does not act as a financial advisor or portfolio manager.
- Execution Only share dealing or brokerage accounts used for the purchase of Nigerian Stock Exchange and NASD traded stocks, and FMDQ quoted instruments are provided by Chapel Hill Denham Securities Limited. Execution Only investments in other asset classes shall be provided by Chapel Hill Denham Management Limited.
- You shall be solely responsible for managing your portfolio; issuing buy and sell orders, corporate actions, etc. All investment decisions shall 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 CHD. 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 CHD 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 thereof.
- It may be important to get an expert to advise you on products to invest in and the structure of your portfolio. You may contact our investment managers or analysts, but the ultimate decisions will lie with you as an investor.

BEST EXECUTION

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

EXECUTION ONLY ACCOUNT – OTHER MARKETS

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

EXECUTION ONLY ACCOUNTS – ALL OTHER PRODUCT MANDATES

- All instructions/mandates in the trading, management and operation of your account are to be conveyed strictly in writing to the identified representative of CHD.
- You agree to not contest the validity or enforceability of any communications between you and CHD or its identified representative through any medium whatsoever, including electronic media.
- You shall indemnify and keep indemnified CHD against any and all mistakes, 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.

MANAGED ACCOUNTS

- Definition: "Managed" means that Chapel Hill Denham Management Limited will manage your investments on your behalf and act as a financial advisor or portfolio manager.
- Managed accounts and services are provided by Chapel Hill Denham Management Limited with whom you will enter into an Investment Management agreement.
- All investment decisions will be made on your behalf by Chapel Hill Denham Management Limited.

RISK WARNING – INVESTMENT IN SHARES

- 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.

- 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.
- You are aware that 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

- 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.
- You have complied with all the requisite laws of the Federal Republic of Nigeria in making your investment and have not utilised proceeds of unlawful activities to do so. You shall indemnify CHD from any liability that may arise from your use of proceeds obtained from unlawful activities for any investment undertaken on your behalf by CHD.
- 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.
- Your portfolio is subject to certain risks which include liquidity risk; market risks; concentration risks; equity risk and volatility.
- It is important that you understand your risk appetite before making any investments.

RISK WARNING – ONLINE TRADING

- Online trading on the NSE is achieved through our online and mobile trading portal. Customers with online trading activated accounts are able to place orders for securities listed on the NSE via our system from any location in real time during NSE trading hours. There are risks associated with utilising an internet based order and trade execution system including, but not limited to, the failure of hardware, software, Internet connection or NSE link resulting in the failure or delay of your instruction and/or access to our online trading system. Since CHD does not control signal power, its reception or routing via Internet, configuration of your equipment or reliability of its connection, we cannot be liable for communication failures, distortions or delays when trading via the Internet.
- Online trading is not always instant. You may find that the price at which you expected to fulfill an order is not the price achieved.
- The CHD online trading portal provides sophisticated order entry and tracking of orders. CHD will make best efforts to fill your trade at the price requested. Trading online, no matter how convenient or efficient does not necessarily reduce risks associated with trading and may lead to increased risk.
- Orders placed through online trading will be subject to checks, including the amount of cash available for settlement and the availability of the securities, which may cause a delay to or stop your order.
- Cancellations: If you cancel an order please note that this will only be possible if the original trade has not been executed. We will verify that a cancelled order has not been executed as soon as we receive confirmation from the market. Until you hear from us do not assume that the trade was cancelled.
- Security. We highly recommend that you employ the use of security software including anti-virus, personal firewalls and other security software packages to safeguard your account. We also recommend that you:
 - Do not use a public or open computer to transmit your trading orders to us. Access your online brokerage account from your own computer;
 - Use difficult to guess passwords;
 - Be additionally cautious if using wireless connections;
 - Log out completely of your online account by pressing the log out button to terminate the session.

GENERAL – TRADES UNDERTAKEN OUTSIDE THE ONLINE PORTAL

- 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 Nigeria ("Business Day").
- Mandates received outside of our online portal must be submitted in writing via our channels by 11am on or prior to the Business Day of execution. Execution schedules for non share investments will be provided on request.
- 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.
- Share mandates: In the absence of an express instruction as to a specific timeline for the expiration of your mandate, the mandate will be valid until the end of the calendar year in which it was received after which it shall expire and the unexecuted portion may be cancelled.
- Amendments/cancellation of mandates shall be done in writing - this is also subject to the deadline stated in point 2 above.
- 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.
- 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.
- Share transactions: CHD executes transactions based on the ruling market prices of stocks on the Nigerian Stock Exchange, NASD, FMDQ and any other exchange at the time of execution.
- 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.
- CHD executes mandates in accordance with our best execution policy. CHD 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.
- Share transactions: Buy and sell mandates can only indicate one price and not a price range.
- All sales proceeds of shares and other investment sold shall be retained in your stock broking account with CHD except if otherwise advised by you. You may opt for Direct Cash Settlement ("DCS") in which case the proceeds will settle into your designated bank account. DCS is only available for sales transactions executed on the Nigerian Stock Exchange.
- Funds deposited into your stockbroking account with CHD, including retained proceeds, are non interest bearing. Your funds will remain in your stockbroking account until an express mandate is received authorising the utilisation of the funds.
- CHD shall under no circumstance be held liable for the lapses of other institutions involved in the withdrawal/transfer process.
- Requests to withdraw funds from your stockbroking account will only be honoured if there are adequate, cleared and unencumbered funds in your stockbroking account with CHD. Associated transfer charge(s) for interbank transfers will be borne by you.
- CHD shall not make any payment from your stockbroking account to a third party even if such payment has been authorised by you.
- 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.
- From time to time we will release certain information via research reports, emails, social media and our website. We do not commit to providing updates with specific regularity; and make no attestation to the veracity of the information provided
- In line with statutory requirements your account or portfolio may be subject to regulatory scrutiny and this may be done with or without recourse to you.