



## CLIENT INFORMATION (CORPORATE)

1. Certificate of Incorporation/Evidence of Business Registration\*
2. Memorandum and Article of Association\*
3. Board Resolution Authorising Opening of Account and list of Authorized Signatories.
4. Particulars of Directors form CAC 7 (limited liability companies only)\*
5. Particulars of Shareholders form CAC 2 (limited liability companies only)\*
6. Valid Identification of Directors.
7. List of Authorised Signatories and their Signature Mandate.
8. Proof of address i.e Utility bill, Bank Account Statement, Rental Agreement.
9. Proof of Address for all Directors and Signatories (copy of recent utility bill)
10. Current Passport Photograph of all Authorised Signatories and Directors.
11. Partnership Deed or Agreement (Partnerships)
12. Certified copy of Trust Deed (Mutual Funds and Structured Funds)
13. Corporate Search Report.
14. Any other useful Information and Document.

*\*Certified true copies from Corporate Affairs Commission Should be Submitted*

*\*Please note that more documents may be requested if the documents provided are deemed insufficient to properly and sufficiently identify a client.*





## CORPORATE ACCOUNT OPENING FORM

Private/Public Company: ☐ Trust ☐ Partnership ☐ Others (Please specify)..... Date: .....  
(Please cross that which does not apply)

### SECTION 1

Company Name:.....

.....

Registered Company Address:.....

.....

Tax Identification Number (TIN):..... RC Number:.....

Type of Business:.....

Date of Incorporation /DD/MM/YYYY: .....

Mailing Address:.....

Country of Operations Address (If different from registered address):.....

Telephone Number(s): .....

Corporate Email Address: .....

Website Address: .....Fax:.....

Purpose of Investment: .....

Source of Investment Fund: .....

Approx. Annual Income: .....Indicate Currency.....

Parent Company (If Any): .....

Parent Company's Country of Incorporation: .....

### PRINCIPAL CONTACT PERSON

Name: .....

Telephone Number: .....

Signature & Date: .....

Email: .....

Passport Photograph

## AUTHORISED SIGNATORY 1

Title: .....Name: .....

Date of Birth/DD/MM/YYYY: .....Place/Country of Birth: .....

Nationality/Nationalities: ..... Gender: Male ☐ Female ☐

Resident Address: .....

Country of Residence: .....Telephone Number: .....

Email Address: .....

ID Type: International Passport ☐ Driver's License ☐ National ID Card ☐ INEC Voter Card ☐

ID Number: .....Issue Date: .....Expiry Date: .....Place of Issue: .....

Designation: .....Tax Identification Number: .....

Class of Signatory: A ☐ B ☐ C ☐

Signature & Date: .....

Passport Photograph

## AUTHORISED SIGNATORY 2

Title: .....Name: .....

Date of Birth/DD/MM/YYYY: .....Place/Country of Birth: .....

Nationality/Nationalities: ..... Gender: Male ☐ Female ☐

Resident Address: .....

Country of Residence: .....Telephone Number: .....

Email Address: .....

ID Type: International Passport ☐ Driver's License ☐ National ID Card ☐ INEC Voter Card ☐

ID Number: .....Issue Date: .....Expiry Date: .....Place of Issue: .....

Designation: .....Tax Identification Number: .....

Class of Signatory: A ☐ B ☐ C ☐

Signature & Date: .....

Passport Photograph

### AUTHORISED SIGNATORY 3

Title: .....Name: .....

Date of Birth/DD/MM/YYYY: .....Place/Country of Birth: .....

Nationality/Nationalities: ..... Gender: Male ☐ Female ☐

Resident Address: .....

Country of Residence: .....Telephone Number: .....

Email Address: .....

ID Type: International Passport ☐ Driver's License ☐ National ID Card ☐ INEC Voter Card ☐

ID Number: .....Issue Date: .....Expiry Date: .....Place of Issue: .....

Designation: .....Tax Identification Number: .....

Class of Signatory: A ☐ B ☐ C ☐

Signature & Date: .....

Passport Photograph

### AUTHORISED SIGNATORY 4

Title: .....Name: .....

Date of Birth/DD/MM/YYYY: .....Place/Country of Birth: .....

Nationality/Nationalities: ..... Gender: Male ☐ Female ☐

Resident Address: .....

Country of Residence: .....Telephone Number: .....

Email Address: .....

ID Type: International Passport ☐ Driver's License ☐ National ID Card ☐ INEC Voter Card ☐

ID Number: .....Issue Date: .....Expiry Date: .....Place of Issue: .....

Designation: .....Tax Identification Number: .....

Class of Signatory: A ☐ B ☐ C ☐

Signature & Date: .....

Passport Photograph

## MANDATE

Mandate/Signing Instruction: .....

## SECTION 2: DIRECTOR 1

Title: .....Director's Name: .....

Nationality/Nationalities: .....

Residential Address: .....

Country of Residence: .....

Telephone: .....Email Address: .....

Date of Birth DD/MM/YYYY: .....Status: Resident ☐ Non-Resident ☐

If Non Resident, Passport No: ..... Mother's Maiden Name: .....

Next of Kin/Spouse: .....

ID Type: International Passport ☐ Driver's License ☐ National ID Card ☐ INEC Voter Card

ID Number: .....Issue Date: .....Expiry Date: .....

Place of Issue: .....

Position: .....

Signature & Date: .....

Passport Photograph

## DIRECTOR 2

Title: .....Director's Name: .....

Nationality/Nationalities: .....

Residential Address: .....

Country of Residence: .....

Telephone: .....Email Address: .....

Date of Birth DD/MM/YYYY: .....Status: Resident ☐ Non-Resident ☐

If Non Resident, Passport No: ..... Mother's Maiden Name: .....

Next of Kin/Spouse: .....

ID Type: International Passport ☐ Driver's License ☐ National ID Card ☐ INEC Voter Card

ID Number: .....Issue Date: .....Expiry Date: .....

Place of Issue: .....

Position: .....

Signature & Date: .....

Passport Photograph

### DIRECTOR 3

Title: .....Director's Name: .....

Nationality/Nationalities: .....

Residential Address: .....

Country of Residence: .....

Telephone: .....Email Address: .....

Date of Birth DD/MM/YYYY: .....Status: Resident ☐ Non-Resident ☐

If Non Resident, Passport No: .....Mother's Maiden Name: .....

Next of Kin/Spouse: .....

ID Type: International Passport ☐ Driver's License ☐ National ID Card ☐ INEC Voter Card

ID Number: .....Issue Date: .....Expiry Date: .....

Place of Issue: .....

Position: .....

Signature & Date: .....

Passport Photograph

### ADDITIONAL DETAILS

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: .....

3. Name: .....

Relationship: .....

Position Held: .....Date: From.....To: .....

4. Name: .....

Relationship: .....

Position Held: .....Date: From.....To: .....

*\*Please note that more documents may be requested if the documents provided are deemed insufficient to properly and sufficiently identify a client.*

## 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

## BANK ACCOUNT DETAILS

Bank Name: .....

Branch: .....

Bank Account Number: .....

Confirm Bank Account Number.: .....

Bank Verification Number.(BVN): .....

Bank Sort Code: .....

## FOR OFFICE USE ONLY

CSLS Account Number: .....

Client Type: .....

CSCS Account Number: .....

Clearing House No: .....

Corporate Search Report: ☐

Document Status: Complete ☐ Incomplete ☐

Risk Rating: Low ☐ Medium ☐ High ☐

COS Name: .....

Signature & Date: .....

Verified by: .....

Signature: .....

*\*Please note that more documents may be requested if the documents provided are deemed insufficient to properly and sufficiently identify a client.*

## TERMS AND CONDITIONS

The Client hereby appoints CSL Stockbrokers Limited ("Broker") to act on his/her/their/its behalf for the purchase and sale of securities in the Nigerian Capital Market ("Services") subject to the terms and conditions hereinunder.

### 1. REPRESENTATIONS, WARRANTIES & UNDERTAKINGS

1.1 The Broker and Client represent and warrant that:

- 1.1.1 It is duly registered, organized, validly existing, and in good standing under the laws of the country of registration and has full power and authority to enter into and perform this Agreement;
- 1.1.2 It is not under any legal disability which would prevent it from entering into or performing this Agreement;
- 1.1.3 It has obtained all permits, licenses, consents and has all notifications necessary to or required by the Applicable Rules to enter into and properly perform the services under the Agreement;
- 1.1.4 It will at all times adhere to and abide by the laws, regulations and guidelines applicable in Nigeria.
- 1.1.5 It has, with respect to its clients, conducted and completed all Customer Due Diligence measures and such other identity verification procedures in accordance with the laws, regulations and guidelines applicable in its country of registration and clients' funds comply with international conventions on anti-money laundering and anti-terrorism;

1.2 All trades executed by the Broker on behalf of the Client shall be settled through First City Monument Bank Limited, Nigeria

### 2 AUTHORIZED PERSONS

- 2.1 The Broker will act upon instructions issued by the Client or its authorized persons. Where there are changes to the authorized persons, the Client shall immediately notify the Broker in writing of such changes.
- 2.2 The Broker shall assume the genuineness and authenticity of any instructions given by the authorized person(s) and shall not be liable for the execution of orders received from any authorized person prior to the receipt of a written notice from the Client stating that authorized person(s) have been changed.
- 2.3 Where the Client's authorized person(s) give instructions to the Broker and/or places an order with the Broker in gross negligence, willful default or fraudulently, the Client shall be liable for, and agrees to indemnify the Broker against losses, costs, claims and proceedings arising thereof.

### 3 PROCESS OF CONDUCTING TRANSACTIONS

- 3.1 The Client may place orders by himself or through an authorized person by sending written mandate via either of the following means: e-mail, EMSZ system or Interactive Brokers chat.
- 3.2 Where Client gives written instructions via CSLS web portal and mobile brokerage application, Client is deemed to be in agreement to the terms and conditions for the use of the CSLS web portal and mobile brokerage application.
- 3.2 Where orders are placed via phone and/or e-mail, the Client shall be responsible for any failure in transactions resulting from transmission errors, alteration, delays and any other risks inherent to these means of communication.
- 3.3 Orders should be received from the Client before 8.00 am for same day trading.
- 3.4 The Client may request that an Order or Part Order, which has previously been accepted by the Broker, be amended or cancelled. Upon receipt of such instruction the Broker shall, subject to any timing restrictions, amend or cancel such Order or Part Order as soon as is practicable. The Client's cancellation Order is subject to the written confirmation from the Broker acknowledging the receipt and possibility of executing the cancellation request. Where the Broker does not accept an Order, the Client will be informed within a reasonable time;
- 3.5 Orders received after 8.00am but before 12 noon shall be deemed as late orders.
- 3.6 Late orders received on any trading day may also still be received by the Relationship Officer(s) and passed to the trader for execution, provided that the Broker will not be responsible for any failure to execute such order on the same day.

### 4. TRADE EXECUTION

- 4.1 Execution of Market orders will be subject to the availability of the requested security (purchase) or demand (sale). All Trades will be executed on a best effort basis.
- 4.2 All outstanding Mandates shall be reviewed. Instructions other than Day only mandates will require revalidation on a daily basis.
- 4.3 The Broker shall provide best execution in respect of transactions which it carries out for the Client irrespective of whether the Client is acting as principal or agent in relation to such transactions
- 4.4 If the Client is acting as an agent or an intermediary for any other person when asking the Broker to deal, the Broker shall continue to treat the Client as its customer for all purposes related to such dealings and shall not treat the person on whose behalf the Client is acting as its customer.

### 5. CONTRACT NOTE

- 5.1 Upon the execution of a transaction on behalf of the Client, the Broker shall produce a Contract Note, upon request, for the Client.
- 5.2 The Contract Note will be dispatched or transmitted to the Client or locally appointed custodian and settlement agent via e-mail.

### 6. SETTLEMENT DAY

The Client or its designated Custodian must fund the Broker's account (to cover agreed Brokerage fees and statutory charges) for the purchase or sale before 4.00pm on settlement date. For sale transactions, the Client will confirm trades to be settled and amount via e-mail to the Broker and custodian. For a purchase transaction the Broker shall confirm trades to be settled and amount, to be settled on T+3

### 7. FEES AND INVOICE PAYMENT PROCEDURES

- 7.1 Saved for statutory charges, brokerage fees on BUY and SELL shall be agreed, in writing, between the Broker and the Client.
- 7.2 The fees and charges shall be contained in a contract note and shall be settled by the Client accordingly not later than T+3. Where, for any reason whatsoever, the Client does not contest a contract note and payment is not made within T+3, the Broker reserves the right to set-off the amount outstanding against any sum(s) due to the Client.
- 7.3 Where Client complains, in writing, about error(s)/omission in a contract note, the Broker shall investigate the complaint(s) and Client will be compensated where it is ascertained that the error/omission is due to the Broker's error which resulted to a shortfall on the returns of investment of the Client.



8 **LIMITATION OF LIABILITY**

The Broker shall not be liable for:

- 8.1 Any loss or loss of profit caused by any delay in settlement or failure to settle arising from the failure of the Client or its Custodian to make funds or securities available.
- 8.2 Neither Party shall be responsible nor liable for, nor shall it indemnify the other Party against losses, damages, costs or expenses following the non-performance of its obligations due to events beyond its reasonable control or events of Force Majeure and if after 20 Business Days the Force Majeure event is still continuing then either Party may immediately and unilaterally terminate the Agreement without prejudice to any right the terminating Party may have in a Transaction under the Agreement and provided that any outstanding obligations incurred prior to the Force Majeure event have been settled with the other Party.

9 **CONFIDENTIALITY**

Subject to the provisions of this Agreement and any applicable law for the time being in force, both parties shall use their best endeavor to maintain confidentiality in respect of the services provided under this Agreement unless a party is authorized to make a disclosure by the other party, or where such disclosure is rendered compulsory by legislation or regulation. The obligations in this clause shall however not apply to any confidential Information lawfully in a party's possession otherwise than under or as a result of this Agreement or coming into the public domain otherwise than by a breach by any party of its obligations contained in this Agreement.

10 **TERMINATION**

- 10.1 Your account shall be closed, or may not be opened and this agreement terminates should the following occur:-

- 10.1.1 Client notifies the Broker in writing of intention to terminate
- 10.1.2 Client becomes insolvent and wound up
- 10.1.3 Client refuses to provide sufficient KYC document
- 10.1.4 Client transfers its account to another firm

11. **CHOICE OF LAW**

This Agreement shall be governed by the law of the Federal Republic of Nigeria

12. **MISCELLANEOUS**

- 12.1 The invalidity, illegality or unenforceability (in whole or in part) of any of the terms of this Agreement in any jurisdiction shall not affect the validity, legality and enforceability of the remaining terms or the other parts of such terms (as applicable) in the relevant jurisdiction; or any of the terms of this Agreement.
- 12.2 Where there are amounts due to CSL resulting from purchase of shares or other transaction related costs, CSL reserves the right to sell the corresponding shares without recourse to the Client.
- 12.3 Your account may be blocked for non-submission of complete KYC documents. For avoidance of doubt, an account becomes "Dormant" when there is no activity for one (1) year and an account becomes "Inactive" where there is no activity for a period of six (6) months.

13. **INDEMNITY – SHORT MESSAGES, BANK ACCOUNT & E-MAIL SIGNATURE**

- 13.1 The Client hereby authorizes the Broker to honour and rely on instructions relating his/her/their/its brokerage account which includes but not limited to funds transfer request via text messages or email (phone number, account number and email address provided in the Account Opening Form).
- 13.2 Client understands that Short Messages/facsimiles and/or e-mails are an insecure transmission medium and are subject to call-back procedures and hereby indemnify the Broker against any loss, liability or damage as well as costs, charges and expenses which the Broker may suffer or incur however arising by reason of the Broker honouring such items, be it erroneous, fraudulent or otherwise drawn as aforesaid EXCEPT if the losses arise from the fraudulent or negligent act of the Broker.

.....  
**AUTHORIZED SIGNATORY**

.....  
**AUTHORIZED SIGNATORY**