

(Member of The Nigerian Stock Exchange)

# **CORPORATE ACCOUNT OPENING FORM**

Company Details			
Company Name	Date of Incorporation/ Registration		
Place of Incorporation	RC Number		
Business Sector	Tax Identification Number (TIN)		
1 3 31	rtnership Enterprise Others		
Company Address			
Postal Address			
Country of Residence	Corporate Email Address		
Telephone No(s)	Website Address		
Fax	Purpose of Investment		
Average Annual Less than 50m 50-300m Above 300m Turnover (NGN)	Source of Investment Fund		
Bank Account Details (Your Bank Account Name Details Should	Correspond with CSCS Account Name)		
Name of bank	Account Creation Date		
Account Name	Account Number		
BVN			
Principal			
Surname Middle Name	First Name		
Phone Number E-mail Address	5		
Signature			
Authorized Signatory (1)			
Surname Middle Name	First Name		
Date of Birth (dd/mm/yyyy) Place/Country of	of Birth Nationality:		
Gender Male Female State of origin:	LGA:		
Marital Status: Married Single	Others		
Contact Address			
Phone Number: E-mail Address			
ID Type International Passport Driver's License National ID Card INEC Voters Card Others			
ID Number Issue Date			
Expiry Date Place of Issue			
Designation Tax Identification Number			
Class of Signatory A B C  Specimen Signature & Date			
	I I		

Authorized Signatory (2)			
Surname M	ddle Name	First Name	
Date of Birth (dd/mm/yyyy)	Place/Country of Birth	Nationality:	
Gender Male Female	State of origin:	LGA:	
Marital Status: Married	Single Others		
Contact Address			
Phone Number:	E-mail Address		
ID Type International Passport Dri	ver's License National ID Card	INEC Voters Card Others	
ID Number Issue Da	te		
Expiry Date Place of	ssue		
Designation Tax Ident	ification Number		
Class of Signatory A	В С		
Specimen Signature & Date			
Authorized Signatory (3)			
Surname M	ddle Name	First Name	
Date of Birth (dd/mm/yyyy)	Place/Country of Birth	Nationality	
Gender Male Female	State of origin:	LGA:	
Marital Status: Married	Single Others		
Contact Address			
Phone Number:	E-mail Address		
ID Type International Passport Dri	ver's License National ID Card	INEC Voters Card Others	
ID Number Issue Da	te		
Expiry Date Place of	ssue		
Designation Tax Ident	ification Number		
Class of Signatory A B C			
Specimen Signature & Date			
Authorized Signatory (4)			
Surname M	ddle Name	First Name	
Date of Birth (dd/mm/yyyy)	Place/Country of Birth	Nationality:	
Gender Male Female	State of origin:	LGA:	
Marital Status: Married	Single Others		
Contact Address			
Phone Number:	E-mail Address		
ID Type International Passport Dri	ver's License National ID Card	INEC Voters Card Others	
ID Number Issue Da	te		
Expiry Date Place of	ssue		
Designation Tax Ident	ification Number		
Class of Signatory A B C			
Specimen Signature & Date			

Mandate / Signing Instruction			
	POLITICALLY EXPOS	SED PERSONS	
Please state if any of your Directors, Sig occupied any Political Position. If yes, p	gnatories or Major Shareholders have held ar please state their names and their relationship	y Political Position or if any of their cl o with such persons:	ose relatives/associates have
1. Name:	Position Held	Date: From	To
Relationship			
	Position Held	Data: Fram	To
		Date. FIOITI	
Relationship			
3. Name:	Position Held	Date: From	To
Relationship			
4 Name:	Position Held	Date: From	То
		Date. Hom	
Relationship			
ttestation /eormation Found to be False may cal	declare that the inuse LightHouse Capital Group to decline	nformation provided herein is truent the application or close the acco	e and correct. I/We agree t ount if it has been opened.
eermation Found to be False may car	use LightHouse Capital Group to decline	the application or close the acco	ount if it has been opened.
eermation Found to be False may cal rmation Found to be False may cal Name, Signature and	use LightHouse Capital Group to decline	nformation provided herein is true the application or close the acco	ount if it has been opened.
r Official Purpose Only	use LightHouse Capital Group to decline	the application or close the acco	ount if it has been opened.
r Official Purpose Only  Documentation Checklist	use LightHouse Capital Group to decline	the application or close the acco	ount if it has been opened.  and Date
Name, Signature and r Official Purpose Only Documentation Checklist Proof of address (e.g utility bill) Residence permit (for Non- Nigeri	use LightHouse Capital Group to decline  I Date  1.	Name, Signature  Completed account opening for Standard terms and conditions	ount if it has been opened.  and Date
e rmation Found to be False may cau  Name, Signature and  r Official Purpose Only  Documentation Checklist  Proof of address (e.g utility bill)  Residence permit (for Non- Nigeri Birth certification (for minors)	use LightHouse Capital Group to decline  I Date  1. (ans)	Name, Signature  Completed account opening for	ount if it has been opened.  and Date
Name, Signature and r Official Purpose Only Documentation Checklist Proof of address (e.g utility bill)	Jans) 1. 2. 3. 4.	Name, Signature  Completed account opening for Standard terms and conditions Passport photograph Means of identification	ount if it has been opened.  and Date
Name, Signature and r Official Purpose Only Pocumentation Checklist Proof of address (e.g utility bill) Residence permit (for Non- Nigeri Birth certification (for minors)	Jans) 1. 2. 3. 4.	Name, Signature  Completed account opening for Standard terms and conditions Passport photograph	ount if it has been opened.  and Date
Name, Signature and r Official Purpose Only Documentation Checklist Proof of address (e.g utility bill) Residence permit (for Non- Nigeri Birth certification (for minors) Safe watch list	Incomplete	Name, Signature  Completed account opening for Standard terms and conditions Passport photograph Means of identification	and Date
Proof of address (e.g utility bill) Residence permit (for Non- Nigeri Birth certification (for minors) Safe watch list  Documentation Status	Incomplete	Name, Signature  Completed account opening for Standard terms and conditions Passport photograph Means of identification	and Date
e	Jans) 1. 2. 3. 4. Complete Inc	Name, Signature  Completed account opening for Standard terms and conditions Passport photograph Means of identification	and Date
Provided to be False may calculate and the False may calcu	Incomplete	Name, Signature  Completed account opening for Standard terms and conditions Passport photograph Means of identification  Omplete   Medium  Hig	and Date

## **INVESTMENT KNOWLEDGE**

investment knowledge and Experience:	
<b>A. What is your knowledge and experience on investment</b> (i) Minimal. I know bank deposits, Treasury Bills and Money Market	<u> </u>
(ii) Low. Outside deposits and short term government securities, I h	
market funds such as corporate bonds and fixed income bonds.	lave experience investing in money
(iii) Medium. I have experience investing in mutual funds, foreign collisted stocks and bonds.	urrencies and direct investment in
(iv) High. I have an extensive experience in investing and have a brocapital markets in general.	oad understanding of the domestic and global
B. How many years of experience have you had investing in fund manager? Please tick the applicable: (i-iv).	n securities, either directly or through a
(i) 1 year or less	
(ii) More than 1 years up to 5 years	
(iii) More than 5 years up to 10 years	
(iv) More than 10 years	
<b>A. Risk Tolerance:</b> What is your tolerance for risk? Please tick the applicable:	(i-iv).
(i) I accept steady and minimal returns without any fluctuation in the	ne principal amount of my investments
(ii) I accept minimal fluctuations in the principal amounts of my invo	estments for commensurate returns.
(iii) I accept a fair amount of fluctuation in the principal amount of raverage returns and capital growth over the medium term.	my investments in order to achieve above
(iv) I am prepared for a high degree of volatility and possibly losses my investment in order to achieve high returns or capital growth o	
<b>B. Risk Tolerance:</b> If the value of your portfolio decreased by 12% in one year, applicable: (i-iv).	how would you react? Please tick the
(i) I will be very concerned and will immediately put my investment and/or short term government securities).	t back to cash (i.e. in the form of deposits
(ii) I will be very concerned and will find safer investment outlets, w	which are not necessarily cash.
(iii) I will be concerned and will review the aggressiveness of my po	ortfolio.
(iv) I will NOT be concerned about the short-term fluctuation of cer	rtain investments in my portfolio.
1 Client's Cash Account Number:	
2 CSCS Account Number:	
3 Client Introduced By:	
4 Account Officer's Name:	
5 Signature of Account Officer	Signature and Date
6 New Account Approved by Head of Department:	
7 Account Verified By Head - Compliance / Risk Management	

## **TERMS AND CONDITIONS**

In consideration of LightHouse Capital Group ("LCG") opening an account on the Client's behalf, the Client represents and agrees to the following;

## 1. Capacity to Contra

The Client represents and warrants that no person except the Client or such person as previously disclosed to LCG, has an interest in the account(s) of the Client. If the foregoing representation and warranty is no longer inaccurate or true, the Client will promptly notify LCG of the same.

## 2. Account Opening

In order to open and maintain an account with LCG, the Client shall provide the Company with the documents set out in the Documentation Checklist or such other documents as may otherwise be reasonably required by the Company or by law, in order to establish the identity of the Client. The Client agrees to immediately notify LCG in caseof any change in the details provided by the client to LCG.

#### 3. Joint Account Holders

Where an account is held in the name of two or more persons with more than one signatory required, their obligations under this agreement shall be joint and several.

#### 4. Funding

The Client understands and agrees that all purchase transactions require pre-funding of the Clients account(s), and LCG is under no obligation to conclude a transaction where there are insufficient funds or securities in the account. All payments for the funding of the Client's account shall be by way of cheque or bank transfer and LCG will not be obliged to pay interest on any unutilized fund in the account. LCG shall not bear any responsibility or liability whatsoever for funds handed to members of staff for payment into Clients' accounts.

## 5. Payment of Indebtedness

The Client shall at all times be liable for the payment upon demand of any indebtedness or other obligations owing in the Client's account and the Client shall be liable to LCG for any debt or charges remaining in any such account in the event of a total or partial liquidation. The costs of collection of any indebtedness owing from the account of a Client including legal costs, charges, commission and interests shall, to the extent permitted by the applicable laws and regulations, be borne by the Client.

## 6. Reports and Statements of Account

The Client agrees that reports of execution of orders, contract notes and statements of the Clients account shall be conclusive and accepted by the Client as correct unless there is manifest error and the Client objects to it within 48 hours of transmission to the Client.

## 7. Right of Set Off

The Client agrees that in addition to any general lien or similar right to which LCG may be entitled by law, LCG may, at any time without notice to the client, combine or consolidate all or any of the Client's existing account(s) or other related accounts and set off, appropriate or transfer any sum(s) standing to the credit of any of such accounts towards satisfaction of any liabilities to LCG be it present or future, actual or contingent, primary or collateral and several or joint.

#### 8. Telephone Recordings

The Client irrevocably consent to the taping or other means of recording, by or on behalf of LCG, of oral and telephone

conversations between LCG's representatives and the Client. Such recordings or transcripts thereof may be used by as evidence in any dispute that may arise.

#### 9. Disclosure

LCG shall maintain all information concerning the Client's account(s) on a confidential basis. However LCG shall, if required by applicable laws and regulations, disclose such information to regulatory authorities including without limitation, the name, address and securities' positions with respect to securities held in such account(s).

## **10.Regulatory Compliance**

LCG is required by to comply with the provisions of the Money Laundering Prohibition Act 2011 (as amended), and other legislation which may be enacted from time to time to combat money laundering, terrorism financing and other economic crimes. These include legislations and regulations which relate to mandatory disclosure of transactions and reporting of suspicious activities.

## 11. Force Majeure

LCG shall not be liable for any losses arising in respect of assets held on behalf of the Client, where such losses are the result of, whether directly or indirectly, government restrictions, exchange or market rulings, suspension of trading, war, strikes or other factors beyond the control of LCG.

#### 12.Errors

LCG reserves the right, without prior notice, to reverse any entries made in error on the account of the Client.

#### 13.Undertaking as to Costs

The Client undertakes to bear the costs incurred in connection with conducting searches for the purpose of verifying the authenticity of information supplied by the Client. LCG is authorized to debit the Client's account for such costs.

#### 14. Complaints Management Procedure

LCG will ensure that clients' complaints are dealt with in a fair and timely manner, while exercising due care, diligence and professionalism. The Client may drop a written complaint at any of our offices or send an email to enquiries@lighthouse.com.ng

LCG will keep the client informed of the progress on the resolution of the complaint and the expected timeframe for resolution. In the event that the client is not satisfied with the outcome of the complaint resolution, the client may refer the complaint to:

The Broker Dealer Regulation Department
The Nigerian Stock Exchange
Stock Exchange House
2 – 4 Customs Street, Lagos
Tel: 234 700 225 5623
Email: nsebdr@nse.com.ng

#### 15. Arbitration

All disputes arising out of, or in connection with these General Terms and Conditions, including any question as to its validity or termination shall be finally settled by a sole Arbitrator appointed by both parties, pursuant to the Arbitration and Conciliation Act, Cap A18, Laws of the Federation of Nigeria, 2004. Provided that if the Client and LCG are unable to agree on a sole Arbitrator, the sole Arbitrator shall be appointed by the Chairman of The Chartered Institute of Arbitrators, Nigeria

Branch. The Arbitration proceedings shall take place in Lagos, Nigeria, and shall be conducted in English Language.

#### 16. Governing Law

This Agreement shall be governed by, and construed in accordance with the laws of the Federal Republic of Nigeria. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the Client and shall inure for the benefit of the successors in title and assigns of LCG to whom the account(s) of the Client may be transferred.

## I. RISK DISCLOSURE STATEMENT

Lighthouse Capital Group ("LCG") is registered with the Securities and Exchange Commission and the Nigerian Stock Exchange to carry on business as a broker-dealer. The Client should be aware that there are always significant risks involved when investing in securities in the capital market. Generally, securities investments are only suitable for investors who fully understand and appreciate the risks involved. It is highly speculative, involves a high degree of risk and may result in the loss of the entire investment. Before deciding to trade equities, debt securities, Exchange Traded funds, or engage in securities borrowing or lending and/or other related ancillary or capital market operations you should carefully consider your objectives and risk appetite. Client should exercise particular care in evaluating the risks involved and must decide whether in the light of the risks, investment is appropriate. This disclosure is not intended to be exhaustive and there may be other risks that are unknown while other risks, currently believed to be immaterial, could turn out to be material. The risk associated with one investment may differ from others and Client should take into account risk in relation to a particular investment. The Clients should also note that the information contained in this notice may become out-dated relatively quickly. You should not construe this risk disclosure statement as a business, legal, tax or accounting advice. The Client hereby acknowledges and accepts each of the risks listed herein and acknowledges and accepts that all of these risks could lead to the loss of the entire

value of Client's investments under this Agreement.

## A. Risks associated with Securities Trading

#### 1. Overall investment risk

All securities investments risk the loss of capital. Many unforeseeable events, including actions by various government agencies and domestic and international political and economic events and other events of force majeure, such as acts of god, and certain other events beyond reasonable control (e.g. war, riot, urban unrest, terrorism), may cause sharp market and price fluctuations.

#### 2. Market Liquidity

Some of the listed securities in which the Client may invest may be traded in very low volumes. There is therefore the risk that investments may not be easily liquidated.

#### 3. Currency Risks

The potential for profit or loss from transactions in foreign currency-denominated securities (traded locally or in other jurisdictions) will be affected by fluctuations in foreign exchange rates.

## 4. Execution Risk

LCG, acting as a broker for the purchase, sale and/or investment in the Securities, may, on certain occasions, not be able to execute the purchase or sale or to undertake any action relating to the Securities in accordance with the investors' instruction. These occasions include, among other things, a situation where the market conditions are not favourable, the order cannot be

matched, the laws and regulations of the Exchange or other competent authorities impose limitations, etc.

#### 5. Commission, Fees, Interest and Other Charges

All regulatory fees, commissions, charges are as approved by the regulatory authorities. The Client should obtain a clear explanation of all commissions, fees, interest and charges, and understand that these charges may affect the Client's net profit (if any) or increase the Client's loss. The Client agrees that he/she will be liable for these charges (as may be amended from time to time).

## 6. Settlement Risks

The procedures for settlement, clearing and registration of security transactions can give rise to technical and practical problems. In other cases, inefficient systems may result in delayed delivery of securities.

## B. Risk of Margin trading (eg. share margin financing)

The risk of loss in financing a transaction by deposit of collateral may be significant. The Client may sustain losses in excess of his/her cash and any other assets deposited as collateral. The Client may be called upon at short notice to make additional margin deposits or interest payments. If required margin deposit or interest payment is not made within the prescribed time, the Client's collateral or positions may be liquidated at a loss without prior notification to the Client. The Client should therefore carefully consider whether such a financing arrangement with the firm is suitable in light of your own financial position and investment objectives.

#### C. Securities Borrowing and Lending

When the Client borrows securities he/she will be required to deposit a required level of collateral. The Client may be called upon at short notice to place additional deposits if the level of collateral is inadequate in relation to the market value of borrowed securities. If the required deposit is not made within the prescribed time, the firm may buy-back the borrowed securities without prior notification to the Client. When the Client lends securities to the firm, the Client temporarily loses legal ownership rights to the securities but in place, has a right to claim equivalent securities and dividends.

## D. Risk relating to the investor's own investment

Each decision by Client to invest in Securities is his/her own independent decision. The firm is not acting as an advisor. Before making a decision to invest, the investors have confirmed that they have carefully studied and considered all information relating to the status, business, financial condition and operation of the company/entity issuing the Securities, including the underlying assets of or other information relating to the Securities in which the investors will invest, and other relevant factors relating to the investment such as political, economic, legal and regulatory conditions, as well as market conditions, demand, supply and price of the underlying goods of the Securities. As a result, the investors bear all risks from the investment and LCG will have no fiduciary duty to the investors and no liability in connection with and is not responsible for any liabilities, claims, damages, losses, costs and expenses arising from such investment.

#### E. Regulatory Risk

LCG is subject to various laws and/or regulations of relevant regulatory authorities. Any legislative or regulatory changes may impact the functions of the broker/dealer. All transactions performed by LCG will be executed in accordance with the relevant rules and regulations and any that fall contrary to the existing regulatory framework may be nullified by the regulatory authorities.

## F. Non-Advisory Nature of Relationship

Unless the Client has a specific agreement with LCG for the provision of advisory services or fund management services, the Client should note and accept that the relationship with LCG in relation to the Client's securities and securities-related

transactions is purely execution-only. Whilst the firm will exercise all due care and skill at all times in the course of carrying out capital market services on behalf of the Client, all final investment decisions are taken by the Client and not the firm. The firm merely acts in a non-advisory capacity and executes orders on behalf of the Client unless otherwise specifically stated. The Client hereby acknowledges and accepts each of the risks listed herein and acknowledges and accepts that all of these risks could lead to the loss in value of Customer's investments under this Agreement.

## G. Risk Relating to Online Trading

A Client can decide to trade electronically through the platform of his / her broker on his / her own account thereby taking responsibility for his / her action. Trading via an online trading portal is subject to certain risks including, but not limited to, technological glitches, time-lag between order entry and real execution due to delay in transmission, password compromise, viruses and other possible harmful elements that could corrupt, compromise, harm or otherwise impede the operation or performance of a computer system or network. The Client should ensure the maintenance of appropriate security measures in the operation of online account including using a strong password, keeping password and log in details safe, avoiding log in from public computers and keeping personal computers protected from viruses, etc.

## II. ELECTRONIC MANDATE INDEMNITY

WHEREAS I/We am/are desirous of sending instructions at any time and from time to time by means of:

Telephone instructions (text messages via telephone); or

Electronic mail (electronic transmissions between computers, hereinafter referred to as "e-mail instructions") to Lighthouse Capital Group. ("the Company") in relation to any and all my/our existing accounts, transactions and other arrangements with the Company and any accounts, facilities, transactions and other arrangements which I/we may now or in the future have with the Company.

And whereas I/we acknowledge that the use of telephone and e-mail in conveying instructions have associated risks and also acknowledge that although the Company may verify all instructions which are purported to have emanated from me/us, it is not practical for the Company to establish the authenticity of all instructions.

Now therefore, in consideration of the Company accepting and/or acting on telephone instructions or email instructions purportedly received from me/us as aforesaid,

#### I/we HEREBY AGREE:

- 1. That the Company may act on any telephone instructions or email instructions received by the Company and purportedly sent by me/us from time to time, and I/we voluntarily and with full knowledge take and assume any and all risks associated therewith.
- 2. That where telephone instructions or e-mail instructions received by the Company have purportedly been sent or given by the person(s) specified below, the Company shall have no obligation to check or verify the authenticity or accuracy of such telephone instructions or e-mail instructions and may act thereon as if same had been duly sent or given by me/us.
- 3. That all telephone instructions or e-mail instructions received by the Company and purportedly sent by me/us shall be deemed to have been issued and authorized by me/us, notwithstanding that such telephone instructions or e-mail instructions may have been

initiated, sent or otherwise communicated in error or fraudulently, and I/we shall be bound by any instruction received by the Company and purportedly sent by me/us from time to time on which the Company may act if the Company has in good faith acted in the belief that such fax instructions, telephone instructions or e-mail instructions were given by me/us.

- 4. That the Company shall have absolute discretion, for any reason whatsoever, to act or decline to act on the whole or any part of any telephone instructions or email instructions pending further enquiry to or further confirmation (whether written or otherwise) by me/us, and the Company shall in no event or circumstances be liable in any respect either for declining or not so declinina.
- 5. That I/we hereby indemnify and hold the Company free and harmless from and against any and all costs, claims, losses, damages, proceedings, expenses or liabilities of any kind which the Company may suffer or incur or that may arise as a result of the Company acting, in whole or part, upon any telephone instructions or e-mail instructions purportedly received from me/us, together with any and all attendant costs and expenses including legal fees and expenses. I/We hereby irrevocably agree, upon demand to indemnify and hold the Company harmless from and against any and all losses and on demand to pay such amounts to the Company.
- 6. That the Company may rely on and enforce against me/us, and against my /our legal representatives, successors and assigns the provisions set forth in this instrument which shall remain valid and continue in force until modified, which modification shall be in writing and signed by the party against whom the same is sought to be enforced.

Dated this	day of	_20				
Signed by the authorized signatories:						
Name:						
Signature:						
Name:						
Signature:						
In the Presence of:						
Name:						
Signature:						