PRIMEWEALTH

CORPORATE ACCOUNT OPENING FORM

1. Corporate Information

Company's Name _____

Date of Incorporation/Registration _____ Place of Incorporation _____ RC Number _____

Tax Identification Number _____

Company Type: Limited Liability Company ☐ Partnership ☐ Enterprise ☐ Others _____

Company's Address _____

_____

Company's Mailing Address _____

Company's E-mail Address _____ Website Address _____

Country of Residence _____ Telephone Number(s) _____

Nature of Business: _____ Industry Sector _____

Purpose of Investment _____ Source of Investment Fund _____

2. Bank Account Details

Bank Name: _____ Account Name: _____

Account Number: _____ Date of Opening: _____ BVN _____

3. Contact Person

Name _____

Address _____

Telephone Number(s) _____ E-Mail Address _____

Signature _____ Date _____

4. Initial Investment (N)

Mode of Initial Opening Investment: Cheque/Draft ☐ Share Certificates/Demat ☐ Intermember Transfer ☐ Funds Transfer ☐

Clearing House Number (CHN) (if you have another Stockbroking account) _____

5. Enhanced Due Diligence

Have any Directors, Signatories, or individual associated with this company or any of their immediate family members held any political post Yes ☐ No ☐

If yes, please state their names and their relationship with such persons.

i. Name _____ Relationship _____

Post held _____ Date: From _____ To _____

ii. Name _____ Relationship _____

Post held _____ Date: From _____ To _____

iii. Name _____ Relationship _____

Post held _____ Date: From _____ To _____

6. Online Access & Research/Market Reports

Activate online access ☐ Direct Market Access ☐ Research Reports ☐ Market News ☐

7. Experience

Stock market experience (Please check only one)

None ☐ Limited ☐ Wide ☐

Years of investing experience (Please check only one)

None ☐ 1-2years ☐ 2-5years ☐ 5years and above ☐

PRIMEWEALTH

8. Attestation and Signature

We hereby confirm that:

(a) All information provided by me/us herein is true and accurate, I/We have not withheld any material fact. Any changes will be communicated promptly to Primewealth Capital Limited for the update of my/our profile.

(b) I/We authorise Primewealth Capital Limited to carry out relevant checks in relation to my/our personal information that is provided herein for account opening.

(c) I/We agree to be contacted by Representative(s) of Primewealth Capital Limited for verification of my/our personal details to discuss trade instructions which may be time and price sensitive. Primewealth Capital Limited may use my/our e-mail address(es) to send me/us information such as trade confirmations and other important notifications. My/our failure to provide Primewealth Capital Limited with valid email address will limit my/our ability to receive the above.

Director's Name, Signature and Date

Director's Name, Signature and Date

8. Authorised Signatory & Signature Mandate

1.Name of Signatory……

SPECIMEN SIGNATURE	CATEGORY A	B	C
	PASSPORT		

Title…… Date of Birth……

Place of Birth…… Gender……

Nationality…… Country of Residence ……

ID Type: Int'l Passport ☐ Driver's License ☐ Voter's Card ☐

National ID Card ☐ ID Number……

Issue Date…… Expiry Date…… Place of Issue……

Marital Status…… CERPAC/Residence Permit No……

Residential Address……

……

Mobile Phone No

2.Name of Signatory……

SPECIMEN SIGNATURE	CATEGORY A	B	C
	PASSPORT		

Title…… Date of Birth……

Place of Birth…… Gender……

Nationality…… Country of Residence ……

ID Type: Int'l Passport ☐ Driver's License ☐ Voter's Card ☐

National ID Card ☐ ID Number……

Issue Date…… Expiry Date…… Place of Issue……

Marital Status…… CERPAC/Residence Permit No……

Residential Address……

……

Mobile Phone No

3.Name of Signatory……

SPECIMEN SIGNATURE	CATEGORY A	B	C
	PASSPORT		

Title…… Date of Birth……

Place of Birth…… Gender……

Nationality…… Country of Residence ……

ID Type: Int'l Passport ☐ Driver's License ☐ Voter's Card ☐

National ID Card ☐ ID Number……

Issue Date…… Expiry Date…… Place of Issue……

Marital Status…… CERPAC/Residence Permit No……

Residential Address……

……

Mobile Phone No

4.Name of Signatory……

SPECIMEN SIGNATURE	CATEGORY A	B	C
	PASSPORT		

Title…… Date of Birth……

Place of Birth……

Nationality…… Country of Residence ……

ID Type: Int'l Passport ☐ Driver's License ☐ Voter's Card ☐

National ID Card ☐ ID Number……

Issue Date…… Expiry Date…… Place of Issue……

Marital Status…… CERPAC/Residence Permit No……

Residential Address……

……

Mobile Phone No

MANDATE:

COMPANY SEAL/STAMP

TERMS AND CONDITIONS

SECTION A

1. PRIMEWEALTH CAPITAL LIMITED's offices are open for business between the hours of 8:00 a.m. and 4:00 p.m. on each day that is designated a business day in Nigeria (Business Day).

2. Placements, amendments or cancellation of purchase/sale mandates can be done via an express instruction sent via info@primewealthcapital.com with your registered e-mail address with PRIMEWEALTH CAPITAL LIMITED or hand delivered in our office.

3. The deadline for the receipt of purchase/sales mandates via all channels is 2:00p.m. Nigerian time on the intended business day of execution.

4. Purchase/Sale mandates /amendments /cancellation 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.

5. In the absence of an express instruction as to a specific timeline for the expiration of your purchase/sale mandates, the mandate will be valid for 10 working days upon receipt by PRIMEWEALTH CAPITAL LIMITED, after which it expires and the unexecuted portion will be automatically cancelled.

6. Where mandates/amendments/cancellation (purchase/sale) are submitted after the deadline stated in (3) above, the mandates/amendments/cancellation (purchase/sale) shall not be treated until the next business day.

7. PRIMEWEALTH CAPITAL LIMITED executes purchase/sale mandates on a commercially reasonable efforts basis only. It is therefore unable to guarantee that a purchase/sale mandate will be executed on a particular day even where such mandate indicates that the relevant transaction is to be effected at market price.

8. Where a mandate consists of a purchase instruction, it can only be treated if sufficient funds are available in your stockbroking account to execute such an instruction.

9. Where a purchase mandate is dependent on the sales proceeds of stocks, the purchase mandate will not be executed until the sales transaction has been executed. The sales mandate will be executed even if the stocks to purchase are not available.

10. PRIMEWEALTH CAPITAL LIMITED executes transactions based on the prevailing market prices of stocks on the floor of Nigerian Exchange Limited (NGX) at the time of execution.

11. Purchase and sell mandates can only indicate one price and not a price range. You will be advised of the outcome of your mandate via e- mail. Where this is not received by close of business on the next working day after you submitted your mandate, kindly contact PRIMEWEALTH CAPITAL LIMITED via email to info@primewealthcapital.com.

12. Funds deposited into your stockbroking account with PRIMEWEALTH CAPITAL LIMITED including proceeds of sales are not interest bearing. Your funds will remain in your stockbroking account until an express instruction/mandate is received authorizing utilization of the funds. However, you may opt for Direct Cash Settlement (DCS) in which case sales proceeds will be credited into your designated bank account by CSCS on settlement day i. e. T+3 (Trading day plus three days). DCS is only available for sales transactions executed on the floor of Nigerian Exchange Limited (NGX).

13. All sales proceeds of shares sold shall be retained in your stockbroking account except if otherwise advised (expressly) by you via a duly written and signed letter or e-mail sent via your registered e-mail address to info@primewealthcapital.com

14. The deadline for submission of instruction(s) for withdrawal/transfer of funds from your stockbroking account is 10a.m. Any instruction submitted after the deadline may not be treated until the next business day.

15. Requests to withdraw funds from your stockbroking account will only be honored if there are adequate cleared unencumbered funds in your stockbroking account with PRIMEWEALTH CAPITAL LIMITED. Associated transfer charge(s) for interbank transfers will be borne by you.

16. Where an inter-bank withdrawal/transfer instruction has been concluded upon receipt of an instruction from you, it is your responsibility to request for an evidence of execution of the interbank transfer from PRIMEWEALTH CAPITAL LIMITED and to follow up with the receiving bank. PRIMEWEALTH CAPITAL LIMITED shall in no circumstance be held liable for the lapses of other institutions involved in the withdrawal/transfer process.

17. I/We, authorize PRIMEWEALTH CAPITAL LIMITED to dispose, sell or charge any asset(s) that may be held by PRIMEWEALTH CAPITAL LIMITED on my/our account to liquidate or offset any indebtedness or liability due from me/us to PRIMEWEALTH CAPITAL LIMITED and I/We hereby agree and shall at all times keep PRIMEWEALTH CAPITAL LIMITED and any of its officers fully indemnified against any loss, claims, liabilities, expenses and costs (including reasonable legal cost) which may be incurred or suffered by PRIMEWEALTH CAPITAL LIMITED arising out of or in connection with any transaction entered into by PRIMEWEALTH CAPITAL LIMITED on my/our behalf. My/Our undertaking herein shall be irrevocable until any and/or all obligations due from me/us to PRIMEWEALTH CAPITAL LIMITED would have been fully settled.

18. I/We understand that PRIMEWEALTH CAPITAL LIMITED will not make any payment(s) from my stockbroking account to the bank account of a third party even if such payment(s) has/have been authorized by me/us.

19. I/We understand that all mandates, amendments, cancellations, transfer and withdrawal requests sent after the specified deadlines may not be treated till the next business day as specified above. PRIMEWEALTH CAPITAL LIMITED is not under any compulsion to treat any of the referenced instructions sent after the deadlines; however, in event that such instructions are treated despite having been received after deadline by PRIMEWEALTH CAPITAL LIMITED, the instructions shall be binding upon me/us.

20. I/We understand that while all my/our information is treated as highly confidential by Primewealth Capital LIMITED, they may be required by Regulatory Authorities and/or other Law Enforcement Agencies with or without recourse to me/us.

. **SECTION B**

INDEMNITY TO PRIMEWEALTH CAPITAL LIMITED WITH RESPECT TO INSTRUCTIONS GIVEN VIA E-MAIL, AND OTHER ELECTRONIC CHANNELS

In consideration of PRIMEWEALTH CAPITAL LIMITED having agreed to accept and to act on my/our instructions given via e-mail, and other electronic channels in respect of any transactions regarding my/our account with PRIMEWEALTH CAPITAL LIMITED I/we hereby confirm that:

1. I/We will keep my/our communication details (username, password and other electronic channel details) as private and confidential to prevent unauthorized access to my/our Stockbroking account with PRIMEWEALTH CAPITAL LIMITED.

2. I/We will notify PRIMEWEALTH CAPITAL LIMITED where I/we suspect or confirm that my/our email (other electronic channel details) has/have been compromised. Any transaction executed on my/our account before PRIMEWEALTH CAPITAL LIMITED is notified of such compromise is binding on me/us.

3. PRIMEWEALTH CAPITAL LIMITED is authorized to act on instructions, which have been transmitted via any of the referenced electronic channels provided such instructions emanated from my/our registered address in PRIMEWEALTH CAPITALI LIMITED's records.

4. PRIMEWEALTH CAPITAL LIMITED shall not be under any duty to verify the identity of the person(s) giving instructions in my/our name provided such instructions have emanated from my/our registered details in PRIMEWEALTH CAPITAL LIMITED's records and any transaction made pursuant to the instructions shall be binding upon me/us.

5. Except my/our instruction sent via any of the referenced electronic channels is duly revoked or modified by a subsequent instruction issued by me/us and such subsequent instruction has been communicated to and received by PRIMEWEALTH CAPITAL LIMITED before the execution of the prior instruction and within the stipulated deadline for revocation and or amendment of instructions, I/We undertake to be bound irrevocably by such prior instruction.

6. Where a mandate/instruction is sent via e-mail to: info@primewealthcapital.com , I/we should receive an acknowledgment email immediately. Where this is not received within 30 minutes, I/we understand that I/we should immediately contact PRIMEWEALTH CAPITAL LIMITED to confirm receipt of the mandate/instruction.

7. I/We hereby agree to keep PRIMEWEALTH CAPITAL LIMITED fully indemnified from and against all actions, proceedings, claims and demands which may be brought or made against PRIMEWEALTH CAPITAL LIMITED and all losses, costs, charges, damages and expenses which may be incurred or sustained or for which PRIMEWEALTH CAPITAL LIMITED may become liable by reason of honoring such e-mail, and other electronic channels mandates/instructions provided that PRIMEWEALTH CAPITAL LIMITED has taken all measures prescribed by this agreement irrespective of whether the instructions are in fact erroneous, fraudulent or issued otherwise than as foresaid.

RISK WARNING

1. PRIMEWEALTH CAPITAL LIMITED is not acting as an advisor. Therefore, in making your decision, you are aware that investments in shares involve 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 or have sought and consulted with the independent advisers on the investment and are satisfied with their qualified assessment.
3. 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 future.
4. You have complied with all the requisite laws of the Federal Republic of Nigeria in making your investment and have not utilized proceeds of unlawful activities to do so. You shall indemnify PRIMEWEALTH CAPITAL LIMITED from any liability that may arise from your use of proceeds obtained from unlawful activities for any investment undertaken on your behalf by PRIMEWEALTH CAPITAL LIMITED.

TERMS AND CONDITIONS

5. All regulatory fees, commissions, charges are as approved by the regulatory authorities. As a client of PRIMEWEALTH CAPITALI LIMITED, you should obtain a clear explanation of all commissions, fees and charges, and understand that these charges may affect your net proceeds (profit if any, or increase your loss if any). You agree that you will be liable for these charges (as may be amended from time to time).

DATA PROTECTION/PRIVACY

I/We hereby affirm that in line with the relevant laws on Data Protection in Nigeria, I/we consent to the collection and processing of my/our personal data/information in the absence of any fraud, duress, undue influence or coercion for the purpose of forming the basis of these terms and conditions and other necessary data processing activities which may arise therefrom, including for the performance of the agreement between myself and PRIMEWEALTH CAPITAL LIMITED. I/we affirm that I/we have the requisite capacity under the law to consent to the collection and processing of my/our personal data.

I/we affirm that I/we am/are aware and take cognizance of my/our rights under the relevant Data Protection Laws in Nigeria which include the right to request for access, amendment, rectification or cancellation or destruction of my/our personal data/information, the right to lodge complaint with the relevant authority as well as the right to object to the processing of my/our personal data.

I/we further consent to the processing of my/our personal data (within or outside Nigeria), including transfer of my/our personal data to any third party for reasons associated with the purpose for which the data is being processed as stated above, including but not limited to data collection, processing and storage.

CONFIRMATION

I/We hereby confirm that I/We have read and agreed to be bound by the above terms and conditions and indemnity.

NAME: .....

E-MAIL: .....

SIGNATURE:.....

DATE: .....

INDEMNITY FOR FOREIGNERS/NON-NIGERIAN RESIDENTS

THIS INDEMNITY is given this …… day of ……... 20……. by Mr./Mrs.

…..……of……

……
(hereinafter called "the Client") to PRIMEWEALTH CAPITAL LIMITED, a company Incorporated and duly licensed to carry on stockbroking business in Nigeria having its registered office at 322B,Ikorodu crescent, Dolphin Estate, Ikoyi, Lagos State, Nigeria (hereinafter called "the Stockbroker").

WHEREAS:

The Client operates its CSCS account Number …… and CHN

Number…… through the Stockbroker.

The Customer is presently domiciled outside Nigeria at the time of opening an account with the Stockbroker and is not at the time of issuing instructions available at his/her location and is desirous of buying and selling shares, and making transfers and or payments from/to his/her stockbroking account from time to time via written instructions to be communicated to the Stockbroker through e-mails with attached scanned instructions or such other electronically secured channels; and utilizing the email address below.

.....

The Client has requested the Stockbroker to always place reliance on and honour any such written instructions received via the above email address as aforementioned and for this purpose gives this indemnity.

NOW THEREFORE in consideration of the Stockbroker acceding to the Client's request as aforementioned, the Client hereby irrevocably undertakes and covenants that he/she shall at all times hereafter well and truly indemnify the Stockbroker and keep the Stockbroker fully indemnified against all losses, claims, demands, liabilities, actions, proceedings, damages, fees and expenses which may be occasioned to the Stockbroker in consequence of its so acting on the Client's received instructions. This indemnification applies to and includes any penalties or fines paid pursuant to any judgment of a competent court or administrative action of any regulatory/governmental body, as well as reasonable attorneys' fees and expenses incurred by the Stockbroker in this regard.

In the event of any loss or liability to the Stockbroker arising from acting on the Client's instructions, the Stockbroker is authorised to debit the Client's account with appropriate sums therein or combine and set off against any funds due to the Client coming into the Stockbroker's possession without any reference to the Client.

The Client takes responsibility for the security of the message channel through which the scanned instructions are sent and also takes responsibility that the instruction and the signature therein are duly authorized.

The Stockbroker shall have no obligation to verify the validity of the instruction(s) or the regularity of the signature thereon, provided that the signatories are those verified to be similar to the ones specified in the Client's mandate at the time of opening the account or as further advised to the Stockbroker. The Stockbroker shall be entitled to presume the regularity of the instruction(s) and the signatories therein and the Client hereby undertakes to ratify and hereby ratifies all instruction(s) received and acted upon as its irrevocable instructions.

IN WITNESS whereof the Client has set his hand and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED
By the within named Client:

NAME OF CLIENT……...

SIGNATURE OF CLIENT & DATE……

In the presence of:

Name:…….

Address:……..……

Occupation:……..……

Signature:……..

Notarized By .....

PRIMEWEALTH

FOR OFFICIAL USE ONLY

1. Completed account opening form ☐
2. Passport photograph of all directors and signatories ☐
3. **Copy of identification documents for all directors and signatories ☐
4. **Proof of company address ☐
5. **Proof of Address for all directors and signatories (copy of recent utility bill) ☐
6. Board resolution stating management approval to open stockbroking account with CFSL and list of authorised signatories ☐
7. *Copy of certificate of incorporation/ evidence of business registration ☐
8. *Particulars of directors form CAC 7 (limited liability companies only) ☐
9. *Return on allotment of shares form CAC 2 (limited liability companies only) ☐
10. *Memorandum and articles of association/ constitution/ partnership deed ☐

*Certified true copies by the Corporate Affairs Commission
**Originals copies must be sighted

Documentation Status	☐ Complete	☐ Incomplete	
Risk Rating	☐ Low	☐ Medium	☐ High
Account Opening Authorized By			
Date			
CSCS Number		Account Number	

PRIMEWEALTH

Primewealth Capital Limited (RC: 286107)
Trading License Holder of Nigerian Exchange Limited (NGX)
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E-mail: info@primewealthcapital.com
Website: www.primewealthcapital.com