FUNDVINE
CAPITAL & SECURITIES LTD
RC: 1282258

PASSPORT PHOTO

FUNDVINE CAPITAL & SECURITY LIMITED

(Member of the Nigerian Stock Exchange)

1st Floor, Okoi- Arikpo House 5, Idowu Taylor Street, Victoria Island Lagos.

FUNDVINE CORPORATE ACCOUNT APPLICATION

COMPANY ACCOUNT INFORMATION

COMPANY NAME

ADDRESS

CITY

STATE

TELEPHONE

NATURE OF BUSINESS

NATURE OF BUSINESS

DATE OF REGISTRATION

RC NO

OFFICE NO.

CONTACT PERSON NO.

EMAIL ADDRESS

NIN

BVN

TIN

BANK DETAILS

BANK NAME

ACCOUNT NAME

ACC. NO.

DATE CREATED

BVN

SORT CODE

COUNTER-PARTY AGREEMENT

We ______________________________ hereby A national authorized Fundvine Capital & Securities Limited hereinafter referred to as "the Company ", to sell or charge any asset(s) that maybe held by the Company on our account to offset or liquidate any indebtedness or liability due from us to the Company arising out of or in connection with any transaction entered into by the Company on our behalf. Our undertaking herein shall be irrevocable until any / or all obligations due from us to the Company would have been fully settled.

AUTHORISED SIGNATORIES

NAME ______________________________ SIGNATURE ______________________________

NAME ______________________________ SIGNATURE ______________________________

Third party payments
The clients agree that payments of proceeds of investment from his / her account shall only be made to the client. No 3rd party payment shall be instructed as FSCL is not obligated to honor such requests.

Termination
This relationship may be terminated by either party with or without causes upon written notice given to the party, effective 48 hours after receipt of such notice by the addressee provided there are no outstanding issues or transactions to be settled on the clients' accounts, or such latter date as may be specified in such notice. The clients acknowledge that upon receipts by **FCSL** of its notice termination, **FCSL** shall complete any outstanding obligations and commitments made on its behalf. The clients acknowledge and agrees that due to processing time needed to disengage services (s) on its account after notice of termination is received; further transactions in its account may be made to **FCSL.**
In the event of bankruptcy or liquidation, FCSL'S authority to continue to act on behalf of the client account shall continue until such time as FCSL is notified in writing of termination due to bankruptcy or liquidation by the legal representative, receiver or liquidator of the client.

Force Majeure
FCSL shall not be liable for any delay in performance attributable to a cause beyond its reasonable control, and it is agreed that force majeure shall mean acts of nature such as earth, floods, tornadoes, fire, actions or inaction of government; war; civil disturbance; insurrection, vandalism.
Sabotage; strikes or other industrial disputes; exchange or market rulings; any act of neglect or default of the other party, or any cause outside **FCSL'S** reasonable control.
Dispute Resolution & Applicable Law
The interpretation, construction and performance of its agreement shall be governed in all respects in accordance with the laws of the Federal Republic of Nigeria. Where any dispute, difference or claim arises from and / or concerning this agreement, the parties shall meet as soon as possible to negotiate an amiable settlement of such dispute. Such negotiation shall be conducted in good faith.
If the parties are unable to resolve the dispute within thirty (30) days after the negotiation's referred to above, then the dispute shall be settled by arbitration in accordance with the arbitration and conciliation Act, Cap A18 Laws of the duration of Nigeria, 2004. There shall be panel of three arbitrators, one each appointed by the parties and the third as a chairman agreed upon by both parties. If both parties fail to agree upon the chairman of the Arbitration Panel, either party shall apply to the Chief judge of the Federal High Court of Nigeria to so appoint.
Neither party shall bring any action or other legal proceedings against the other and respect of any such dispute, difference or claim until same shall first have been heard and determined by the arbitrator as aforesaid, and an award from the arbitrator shall be a condition precedent to any action or other legal proceedings.
The arbitration proceedings shall take place in Lagos, and shall be conducted in the English Language.
The client confirms that the information provided above to open an account with **FCS**L is complete and accurate.
The client hereby acknowledges that the funds and source of such funds are legitimate and not directly or indirectly the proceeds of any unlawful activity.
The clients agree to the Terms **and Conditions detailed above.**

INDEMNITY
I/We of ……. Operates and continue to operate stock brokering accounts (s) with FUNDVINE of Okoi Arikpo House, 5 Idowu Taylor, Victoria Island, Lagos (hereinafter called "The Company") as the beneficial owner of the investment hereby warehouse in the above designated stock broking house thereby declare as follows:
I/We am/are fully aware that Buy and/or Sell Mandate for the trade of shares/stock/bonds through our CENTRAL SECURITIES CLEARING SYSTEMLTD(CSCS) Account Domiciled with the company shall be by Buy and /or Sell Mandate form executed in accordance with the existing mandate.
I/We hereby acknowledge that the use of facsimile(fax), telephone, text messages, e-mail, letters (on letterhead or otherwise) or other unsecured means of communication to convey instructions for the trade of Shares/Stocks/Bonds on my accounts is associated with additional risks and fraud exposure;
And whereas, I/we had issued in the past and still intend to further issue buy/sell mandates in the aforementioned forms otherwise than by a formal buy /sell mandate;
The company has requested and I/We have agreed to provide the indemnity under the conditions herein contained;
NOW THEREFORE, I/We instruct that the company should accept and execute instructions and /or give effect to requests to buy or sell stock on my behalf, and other instructions relating to my account on any of the services usually rendered by company to her clients, where such instructions and /or request are given by any of the aforementioned means.
IN CONSIDERATION of the company agreeing to accept upon any such instructions, communications and documents by facsimile(fax), telephone, e-mail, letters issued by me for the trade of shares /stocks/bonds and unaccompanied by a duly executed buy and /or sell mandate form, I/We hereby irrevocably undertake to indemnify the company and hold it harmless from and against all costs (including without limitation to legal fees and expenses, claims, losses, liabilities, damages and proceedings) whatsoever that the company may suffer or incur or that may arise as a result of the company accepting or acting upon such instructions, communication or documents and including risks due to errors in transaction, misunderstanding or error on the part of the company regarding my /our identity.
I/We hereby irrevocably release the company from all liability in the event that any telephone, text messages, e-mail, facsimile transmission or letter is not received, or is mutilated, altered, illegible or interrupted, duplicated, incomplete, unauthorized, or delayed for any reason.
The company shall have absolute discretion, for any reason whatsoever, to act or not to act upon documentation received by facsimile, e-mail or letters or instructions received by such means.
Furthermore, I/We do thereby undertake that I/We will at all times sufficiently indemnify you and keep you indemnified against all liabilities and against all action suits, proceedings, claims, demand, cost and expenses whatever which may be taken or made against you or incurred or become payable by you by reason of your reliance on the information provided in this account opening package and signature sample there.

Dated this……………………..…………………….……………………...day of ………………………………..…..20……….
Signed, Sealed and Delivered by the within-named
Name ……………………………………………………………………………………………

Signature…………………………………………………………………………………………

<u>In the presence of:</u>
Name ……………………………………………..……………………………………………..
.
Signature……………………………………………………………………………………….