ROSTRUM INVESTMENT AND SECURITIES LIMITED

257, Herbert Macaulay Way, Alagomeji Yaba, Lagos

ESTATE ACCOUNT OPENING FORM

ESTATE ACCOUNT NAME:………

ADDRESS:…….

PHONE NUMBER:…………………………………………………………………

BANK NAME………………………………………………… **ACCOUNT NO**:……………………………………………………….

DATE ACCOUNT OPENED:……………………………………**BANK BRANCH**………………………………………………..

ADMINISTRATORS:

1. **FULL NAME**:……………………………………………………………………………**ALIAS**……………………………………

   ADDRESS:………

   PHONE NO:……………………………………… **SEX**…………..**BVN NO:**………………………………………..

   MARITAL STATUS……………………………. **EMAIL ADDRESS:**………………………………………………..

   ID TYPE……………………………………………. **ID NUMBER**……………………………………………………….

   ISSUE DATE………………………………. **EXPIRY DATE**……………………………………………………………..

   NATIONAL ID NUMBER…………………………………. **STATE OF ORIGIN/LGA**…………………………..

   SINGNATURE…………………………………………

2. **FULL NAME:**……………………………………………………………………………**ALIAS**……………………………………

   ADDRESS:………

   PHONE NO:……………………………………… **SEX**…………..**BVN NO:**…………………………………………

   MARITAL STATUS……………………………. **EMAIL ADDRESS:**…………………………………………………

   ID TYPE……………………………………………. **ID NUMBER**………………………………………………………..

   ISSUE DATE…………………………………….. **EXPIRY DATE**……………………………………………………….

   NATIONAL ID NUMBER…………………………………. **STATE OF ORIGIN/LGA**………………………….

   SINGNATURE…………………………………………

TERMS AND CONDITIONS

SECTION A:

I. Rostrum Investment and Securities Limited's (RISL) office is open for business between the hours of 8 a.m. and 5 p.m. on each day that is designated a business day in Nigeria ("business day).
2. Clients' mandates can be received in person by bringing it to office. Mandates can also be sent to the dedicated email address for mandates via customercare@rostrumsec.com
3. The deadline for the receipt of clients' mandates via all channels is 9 a.m. on the intended business day of execution.
4. In the absence of an express instruction as to a specific timeline for the expiration of clients' mandates, the mandate will be valid for 5 Days upon receipt by RISL, after which it expires and the unexecuted portion will be automatically cancelled.
5. Amendments/cancellation of mandates can be done via either the online brokerage account or via e-mail to customercare@rostrumsec.com or through an official letter. This is also subject to the deadline in (3) above.
6. Where mandates/amendments/cancellations are submitted after the deadline stated in (3) above, the mandates/amendments/cancellations may not be treated until the next business day.
7. 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.
8. Where a mandate consists of a purchase instruction, it can only be treated if sufficient funds are available in the client's stockbroking account to execute such an instruction.
9. Where a purchase mandate is dependent on the sales proceeds of stocks, the purchase mandate may not be executed until the sales transaction has been executed. The sale mandate will be executed even if the stocks to purchase are not available.
10. Purchase of Stock into client unfunded account is allowed only in cases where there is a formal approval from the appropriate authorities and it must not exceed four days, transactions day plus three days (i.e. T + 3).
11. Where the execution of the valid mandate throws the account into debit and overdraft position is treated. Any sum standing to the debit of the client account as a result of this overdraft position and not liquidated after four days (3 days) shall automatically liable to interest charges at a prevailing market rate. Rostrum Investment and Securities Limited is authorized to debit client account with usual charges, commission and interest for such facilities.
12. RISL is acting as execution-only stockbroker and not financial advisors or portfolio manager. Consequently, RISL will only execute BUY and SELL mandates given by the client on the floor of The Nigerian Stock Exchange.
13. RISL executes transactions based on the ruling market prices of stocks on The Nigerian Stock Exchange at the time of execution.
12. RISL executes mandates on a best efforts basis only. It 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".
13. Buy 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 RISL via email to customercare@rostrumsec.com
14. All sales proceeds of stocks sold shall be retained in the client's stockbroking account except if otherwise advised (expressly) by the client.
15. Transaction settlement on The Nigerian Stock Exchange is done on a trading day plus three days (i.e.T + 3) in compliance with this regulation, payment for consummated sales mandates is on a trading day plus four days consideration, Rostrum Investment and Securities Limited pays in crossed cheques written in the beneficiary whose name appears on the shares certificate or account holder. The acceptable means of identification here is current Driver's License, National Identification card or a current International passport.
16. Funds deposited into client's stockbroking account with RISL including retained proceeds of sales is not interest bearing. A client's fund will remain in the client's stockbroking account until an expressed instruction/mandate is received authorizing the utilization of the fund or withdrawal of the fund
17. Requests to withdraw funds from client's stockbroking account will only be honored if there are adequate cleared and unencumbered funds in the client's stock broking account with RISL. Associated transfer charge(s) for interbank transfers will be borne by the client.
18. RISL shall not make any payment from a client's stockbroking account to a 3rd party even if such payment have been authorized by the account holder.
19. To facilitate prompt verification of certificates, clients should endeavor to attach copies of share application form, dividend warrants and banker's confirmation of the client's signature as the case demands. Rostrum Investment and Securities Limited will not be responsible for verification delays due to incomplete documentation, irregular signature issue or any other reasons outside its sphere of control.
20. 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. RISL 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 RISL, the instructions shall be binding upon me/us
21. RISL can be contacted via e-mail: customercare@rostrumsec.com, telephone: +234-(0)909-998-4876, +234 (0) 709-873-2206, +234 (0)709-812-0604.

SECTION B:

In Consideration of your Rostrum Investment and Securities Limited (RISL) having agreed to accept and to act on my/our instructions given via e-mail, online brokerage account and other electronic channels (without requiring a written confirmation bearing my/our actual signatures in accordance with my/our mandate) in respect of any transactions regarding my/our account with RISL, I/We hereby confirm that:

1. I/We hereby appoint RISL as my Stockbroker and also authorize them to open or close my brokerage account, place and withdraw orders and take such other steps incidental to this authority.
2. I/We understand that it is my/our responsibility to keep my/our profile details (User name, password and other electronic channel details) as private and confidential to prevent unauthorized access to my/our stockbroking account with RISL.
2. I/We understand that it is my/our responsibility to notify RISL where I/we detect that my/our profile details (User name, password and other electronic channel details) have been compromised. I/We also understand that any transaction executed on my/our account before RISL is notified of such compromise is binding on me/us.
3. RISL is authorized to act on instructions, which have been transmitted via any of the referenced electronic channels without bearing my/our signature (s) provided such instructions emanated from my/our registered details in RISL's records.
4. RISL 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 RISL'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 RISL 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. RISL shall not be liable for losses, errors, omissions, delays in the operation of the account or the transmission of orders caused directly or indirectly by war, natural disasters, government reactions, exchange or market rulings, breakdown of transmission or communication equipment and other conditions beyond its control.
7. I/We understand that where a mandate/instruction is sent via e-mail to customercare@rostrumsec.com, I/We should receive an auto generated acknowledgment e-mail immediately. Where this is not received within 30 minutes, I/We understand that I/We should immediately contact RISL to confirm receipt of the mandate/instruction.
8. I/We understand that upon submission of my/our mandates/ instructions placed via my/our online brokerage account or my registered email address, it is my/our responsibility to confirm that such mandates/ instructions have been successfully submitted and are reflecting on my/our online outstanding order module. Where the mandates/instructions are not reflecting, I/We understand that I/We should immediately contact RISL to confirm receipt of the mandate/instruction
9. I/We hereby agree to keep RISL indemnified from and against all actions, proceedings , claims and demands which may be brought or made against RISL and all loses, costs, charges, damages and expenses which may be incurred or sustained or for which RISL may become liable by reason of honoring such e-mail, online brokerage account and other electronic channels instructions provided that RISL has taken all measures prescribed by this agreement irrespective of whether the instructions are in fact erroneous, fraudulent or issued otherwise than as foresaid.

Confirmation

I/We declare that the information given in the account opening forms is true and correct. We agree that any information found to be false may cause RISL to decline the application or close the account if it has been opened. Should any details change in the future, e.g. address, name of Company etc. I/We shall inform you promptly.

I/We have read and agree to be bound by the above terms and conditions and indemnity.

Name of Account Holder:____

Signature of Account Holder: ____

Name of Joint Account Holder: _______________________________________

Signature of Joint Account Holder: ____________________________________

Dated this___________________day of___________________20__________

SMS & E-MAIL INDEMNITY IN RESPECT OF ORDERS GIVEN BY E-MAIL/TELEFAX

SECTION B:

ACCOUNT NUMBER: ………………………………………………………………………

EMAIL: …………………………………………………………………………………………

TELEPHONE: ……………………………………………………………………………………

For reasons of speed & convenience in the operations of my/our account with Rostrum investment and Securities Limited, I/we hereby give you our firm instructions to honor/our e-mail/ telefax concerning transactions on my/our with you from time to time. It may not always be possible for me/us to confirm my/our instructions in writing but I/we will use my/our best endeavor to do. I/we hereby authorize you to accept and execute immediately all requests & instructions that you receive from/us by e-mail/telefax which bear my/our signature but being aware of the risk that arise from your acting, I/we confirm as follows.

(a)I/we hereby undertake not hold you liable and shall indemnify Rostrum Investment and securities Limited against all loss, costs, damages and expense, which Rostrum Investment and securities limited may incur or sustain in consequence of it acting as herein Request. Rostrum Investment and securities Limited is hereby absolve of any/all liabilities for any mistake arising from misunderstanding or misinterpretation thereof, errors in transmission or regarding the authorized signatory (ies) or abuse unauthorized parties.

(b) Where e-mail/telefax instructions are subsequently confirmed in writing & in the event that there is conflict between Rostrum Investment and securities Limited interpretation of the e-mail/telefax instructions and the written instruction later received, Rostrum Investment and securities Limited shall be entitled to rely on the e-mail/telefax instructions first received without any liability for any mistake or error.

(c)That I/we hereby undertake to indemnify Rostrum Investment and securities Limited from all action, proceedings , demands, losses, costs, damages & expenses which it may incur as result of accepting an e-mail/telefax instruction which bears a signature of reasonable likeness to my/our own event if it subsequently proved to be forged and/ or otherwise irregular.

(d)I/we agree to perform & ratify any contract entered into by Rostrum Investment and securities Limited on our behalf and /or any action taken by it as result of any such communications made or purporting to be made by my/our authorized representatives & believed by Rostrum Investment and securities Limited to have so been made. This assumption of risk by Rostrum Investment and securities Limited shall extend to communications made or purported to made by any attorneys now or hereafter appointed from time to time by me/us & honestly believed by Rostrum Investment and securities Limited to have been so made on my/our behalf. We hereby undertake to indemnify Rostrum Investment and securities Limited from all losses emanating there from.

(e)I/we acknowledge that notwithstanding the forgoing, Rostrum Investment & Securities Limited may at any time at its absolute discretion decline to execute any instruction or request given by me/us via e-mail/telefax notwithstanding that at the time of such instruction or request, Rostrum employee receiving such instruction or request may have formerly accepted to act on such instructions or request,

(f) I/we confirm that I/we have referred this document to my/our solicitor who has satisfactorily explained the effects of the terms herein and I/we agree to abide by the terms.
(g)This indemnity shall remain effective until duly cancelled by me/us by a notice in writing and delivered to Rostrum Investment and securities Limited at its registered address during office hour.
(h)This indemnity shall cover all accounts now and the in the future opened in my/our name.
This indemnity shall be governed by the laws of the Federal Republic of Nigeria.

Dated this______________day of__________________20_________

Signature:____

Signature Account (s): ____

RISL can be contacted via e-mail: customercare@rostrumsec.com, telephone: +234-(0)909-998-4876, +234 (0) 709-873-2206, +234 (0)709-812-0604.

SECTION B:

CONTACT PERMISSION

Rostrum Investment and Securities Limited (RISL) would very much like to send you market information by Email, post, SMS, Phone or other electronic means.

We at Rostrum Investment and Securities Limited always treat our client's personal data with the utmost care & will never sell them to other companies for marketing purposes.

Please let us know if you would like to hear from us by selecting one of the options below:

- E-MAIL
- S.M.S
- POST
- Other Electronic Means (WhatssApp)

RISK DISCLOSURE STATEMENT

ROSTRUM INVESTMENT AND SECURITIES LIMITED ("hereinafter referred to as RISL") is a Trading License holder of Nigerian Exchange Limited (NGX), participating institution of NASD PLC, registered with the Securities and Exchange Commission to carry on business as a Broker Dealer

As a Client of RISL i/we am/are aware that there are always significant risks involved when investing in securities in the Capital Market. Many unforeseen events such as various government policies, domestics and international political and economic event and other events of force majeure (including but not limited to Act of God, war, riot, urban unrest, pandemic terrorism), may cause sudden market and price fluctuations.

In general, securities investments are only suitable for clients who fully understand and appreciate the risks involved. It is highly speculative. It involves a high degree of risk and may result in loss of the entire investment. Before deciding to trade equities, debt securities, exchange traded funds, or engages in securities borrowing or lending and/or other related ancillary or capital market operations, as a client of RISL i/we should carefully consider my/our objectives and risk involved and must decide whether, in the light of the risks, investment is appropriate.

By executing the RISL Risk Disclosure Statement, I/we hereby acknowledge and accept that each of the risk listed hereunder can be associated with my/our securities investment. I/we also acknowledge and accept that these risks could lead to the loss of the entire value of my/our investments under this Agreement:

1. Risk associated with Securities Trading.

a. Overall Investment Risk.

All securities investment risks the loss of capital. Many unforeseeable events, including actions by various government agencies and domestic and international political and economic events beyond reasonable control (e.g. war, riot, urban unrest, pandemic, terrorism), may cause sharp market and price fluctuations.

c. Market Liquidity

of the listed securities may be traded in very low volumes. There is, therefore, the risk that investment may not be easily liquidated.

d. Currency Risks

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

e. Executive Risk.

RISL, acting as a broker- dealer for the purchase sales and/or investment in 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 clients instructions. These occasions include, but not limited to a situation where the market conditions are not favorable, the order cannot be matched, limitations imposed by Regulators etc.

f. Commission, Fees Interest and Other Charges

All regulatory fees, commissions, charges are as approved by the Regulatory Authorities. As a Client of RISL, I/we have obtained a clear explanation of all commissions, fees, interest and charges, and understand that these charges may affect my/our net profit (if any) or increase my/our loss (if any).

I/went agree that I/we will be liable for these charges (as may be amended from time to time).

g. Settlement Risks.

The procedure for settlement, clearing and registration of security transactions can give rise to technical and political problems. In other cases. Inefficient system may result in delayed delivery of securities.

2. Risk associated with Debt Securities

Debt Securities and Debt-linked investments offer fixed return over a defined period and are intended to be held to maturity. These instruments carry a significant amount of risk such as credit currency and liquidity risks. Credit risk in debt securities arises from default events that may result in the inability of the issuer to pay interest or principal. Default risk in debt securities is high when credit rating is non-investment grade or non-rated. In a default situation, the investor may loss both interest and principal Currency risk in debt securities arise from holding debt securities that are issued in foreign currency, hence exposing the buyer to fluctuations in exchange rate. There is a high chance that if the currency moves adversely, the investor may lose more than his original interest and principal.

3. Risk of Margin Trading (e.g. share margin financing).

The risk of loss in financing a transaction by deposit of collateral may be significant. I/we may sustain losses in excess of my/our cash and any other assets deposited as collateral. I/went may be called upon at short notice to make additional margin deposit or interest payment is not made within the prescribed time, my/our collateral or positions may be liquidated at a loss without prior notification to me/us. I/we should therefore carefully consider whether such a financing arrangement with RISL is suitable in light of my/our financial position and investment objectives.

4. Securities Borrowing and lending

When I/we borrow securities from RISL, I/went will be required to deposit a required Level of collateral, I/we may be called upon at short notice to place additional deposit Deposits if the level of collateral 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 me/us.

When I/we lend securities to RISL I/we temporarily lose legal ownership right to the securities but in place, has a right to claim equivalent securities and dividends.

5. Risk relating to the Client's own investment

My/our decision to invest in the securities is my/own independent decision. RISL is not acting as an advisor. In making a decision to invest, I/we have confirmed that I/we have carefully studied and considered all information relating to the status, business, financial constitution and operation of the company/entity using the securities, including the underlying assets of or

RISL has no fiduciary duty to me/us and is not responsible for any liabilities, claims, damages, losses, costs and expenses arising from such investment.

6. Regulatory Risk.

RISL is subject to the various laws and /or regulations of the competent relevant regulatory authorities. Any Legislative or Regulatory changes may impact the functions of the Broker/dealer. All transactions performed by RISL will be executed in accordance with all relevant Rules and Regulation and RISL's Core Values.

Confirmation

I/we hereby confirm that I/we have we read and agree to be bound by the above terms and conditions, risk disclosure and data privacy.

Client Name: ____

Signature: ____

Dated this____________day of__________________20_________

INVESTOR'S BANK ACCOUNT UPDATE FORM FOR DIRECT SETTLEMENT

CSCS Plc, Stock Exchange House (Floors 1, 12, 13, 14 & 15), 2/4, Customs Street, P.O.BOX 3168,Marina, Lagos State. E-Mail: contact@cscs.ng Website: www.cscs.ng
Telephone Number: + 234 070022552727 **(FORM 001)**

ACCOUNT TYPE: **PERSONAL** ☐ **CORPORATE** ☐
(Please Tick appropriately)

CLIENT'S DETAILS
NAME OF CLIENT (surname first) OR COMPANY'S NAME:

AFFIX PASSPORT PHOTOGRAPH

………

DATE OF BIRTH/CAC NO:……………………………………………………………………………………..

MOTHER'S MAIDEN NAME (whereapplicable)……………………………………………………………..

ADDRESS……..

……

CSCS ACCOUNT NUMBER									

CLEARING HOUSE NUMBER											

TEL. NUMBER: (1)…………………………………………………… (2)……………………………………………………

E-MAIL ADDRESS :(1)…………………………………………………… (2)……………………………………………………

DO YOU OPT FOR DIRECT SETTLEMENT INTO YOUR BANK ACCOUNT? YES ☐ NO ☐

SIGNATURE: (1)…………………………………………………… (2)……………………………………………………
(For Corporate accounts, two authorized signatories must sign with their passports photographs affixed and company's Seal appended on this form).

SEAL

Document Classification: CSCS Non-Confidential (WHITE)

CLIENT'S BANK DETAILS (SETTLEMENT BANKS ONLY)

BANK NAME:……………………………………………………………………………………………………

BANK BRANCH…………………………………………………………………………………………………

BANK ACCOUNT NUMBER:									

BANK VERIFICATION NUMBER (BVN)										

TYPE OF ACCOUNT
(Please tick the type of account) Current ☐ Savings ☐

STOCKBROKING FIRM DETAILS. **MEMBER CODE:** ☐☐☐☐☐

STOCKBROKING FIRM NAME……………………………………………………………………………………

AUTHORISED SIGNATORIES & COMPANY'S STAMP (1)……………………………………………………………
(2)……………………………………………………………