Phronesis RC 674832
SECURITIES LTD.
Trading Through
COMPASS RC: 624559
INVESTMENTS & SECURITIES LTD
A Member of the Nigerian Stock Exchange

Individual Account Opening Application Form

Date Opened: / / (yyyy/mm/dd)

Please Attach Passport Photograph

Please all asterisked(*) fields information should be supplied.
In case you have previously opened a CSCS account with us or another Stockbroking firm, please provide the CHN Number and Name as it appears in the stockbroking firm.

Title:	***Surname:**
***First Name:** ***Correspondence Address:**	***Middle name:** ***Residential\ Permanent Address:**
Kindly provide a copy of a recent utility bill confirming any of the addresses above	**CHN Number:**
Gender: Male ☐ Female ☐	***Country:**
Home Telephone Number:	***Citizenship:**
***Mobile Phone Number(s):**	
E-mail Address(In Capital Letters)	
***Date of Birth:(yyyy/mm/dd)**	***Mother s maiden Name:**
***Identification Type: International Passport ☐**	**Driver s License ☐ National ID Card ☐**
Identification Type: I.D Number:	**Issue Date: Expiry date:**
Business /Occupation: (If Self Employed)	
Business/Occupation Address:	
***Current Employer:**	
***Current Employer s Address & Phone No:**	
Designation: Date of Employment:	
***State of Origin: LGA:**	
***Name of Bank:**	**Branch:**
***Account Number:**	*** BVN:**
***Bank Account Name:**	
***Date Of Creation(of Bank Account)(yyyy/mm/dd)**	
For Minor:	
Name of Guardian:	**Gender: Male ☐ Female ☐**
Date of Birth:	**Relationship:**
***Next of Kin:**	**Relationship:**
***Address of Next of Kin:**	***Date of Birth:**
***Telephone No:**	
***Email Address of Next of Kin:**	
***Client s Signature:**	

Introduced By:	**Address:**
Telephone Number:	
E-mail:	

UNDERTAKING BY PERSON INTRODUCING THE CLIENT: The above named client has been known to me for many years to be an honest person of high moral standing. He\She wishes to buy stocks through your company and promises to settle any subsequent debit balances that might result from purchases made at his\her request.

Signature of Introducer and Date:

I\We attest that all information provided herein are accurate and would notify you to update my\our records where any change occurs

Signature of Client and Date:

Kindly complete and return this along with clear copies of the underlisted documents:

Documents for Submission

1. **Two (2) current passport photograph with names and signature at the reverse side**
2. **Valid International Passport/Drivers license/National ID Card/Voters Card (clear signed copy)**
3. **Current Utility bill showing customer's correspondence address.**
   N.B please bring originals along for sighting.

FOR OFFICIAL USE ONLY

Account Officer……………………………………Telephone……………………………Date…………………………………..

Verified by…………………………………………….Signature………………………………Date…………………………………..

Approved by……………………………………………Signature…………………………………Date…………………………………..

E-MAIL AND TELEPHONE INSTRUCTIONS INDEMNITY

To: COMPASS INVESTMENT & SECURITIES LIMITED

Whereas it would be convenient and in my/our interests if I/we could at any time and from time to time send instructions by means of:

- telephone instructions (meaning oral communications and/or text messages via telephone or other oral media); and/or
- electronic mail (meaning the sending of transmissions electronically between computers via the telephone network or wireless communication. Instructions sent by such transmissions are hereinafter referred to as "e-mail instructions"), to Compass Investment & Securities Limited ("the Company") in relation to any and all my/our existing Stockbroking accounts, which I/we may now or in the future have with the Company.

Now in consideration of the Company at my/our request (which request I/we hereby make to 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 and/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 and/or e-mail instructions received by the Company have purportedly been sent or given by the person (or by any of the persons, if more than one) specified below, the Company shall have no obligation to check or verify the authenticity or accuracy of such telephone instructions and/or e-mail instructions and may act thereon as if same had been duly sent or given by me/us;
3. That in acting on such and/or telephone instructions and/or e-mail instructions, the Company shall be deemed to have acted properly and to have fully performed all obligations owed to me/us, notwithstanding that such and/ or telephone instructions and/or e-mail instructions received by the Company and purportedly sent by me/us may have been initiated, sent or otherwise communicated in error or fraudulently, and I/we shall be bound by any 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 telephone instructions and/or e-mail instructions were given by me/us;
4. That the Company may, in its absolute discretion, decline to act on or in accordance with the whole or any part of any telephone instructions and/or email instructions pending further enquiry to or further confirmation (whether written or otherwise) by me/us, so however that the Company shall not be under any obligation to so decline in any case, and the Company shall in no event or circumstances be liable in any respect either for declining or not so declining;
5. That I/we shall indemnify and hold the Company free and harmless from and against any and all responsibility for, and any and all costs, claims, losses, damages, expenses or liabilities of any nature (direct or indirect) resulting from the Company having acted in accordance with the whole or any part of the telephone instructions and/or e-mail instructions purportedly received from me/us (or any one of us, if we are more than one) or having exercised (or failed to exercise) the discretion conferred upon the Company in Clause 4 above, together with any and all attendant costs and expenses including the Company's reasonable legal fees and expenses, (collectively referred to as "Losses"). I/We irrevocably hereby 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. This paragraph shall survive the termination of this agreement or any portion hereof; and
6. That the Company may rely on and enforce against me/us (and against my/our successors and assigns) the provisions set forth in this instrument.

Dated this ....day of.................................20......

Signed by the account holder(s) with authority to operate the relevant account(s), or (if a company or other corporate body) signed by its duly authorized officer(s) for and on behalf of

....(Name of Company; Corporate/Individual, if applicable)

.... Name of Account holder or Authorized Officer

....Signature of Account holder or Authorized Officer

Company seal (if applicable)

RISK DISCLOSURE STATEMENT

Compass Investments & Securities Limited is registered with the Securities and Exchange Commission and licensed by the Nigerian Exchange Limited (NGX) to carry on securities trading business.

Generally, securities investments are suitable for clients 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. Therefore, before deciding to trade equities, debt securities, Exchange Traded Funds, Derivatives or engage in securities borrowing or lending and/or other related ancillary or capital market operations, Clients should carefully consider their objectives and risk appetite. The Client should exercise particular care in evaluating the risks involved and must decide whether in the light of the assessed risks, investment is appropriate. Clients should be aware that there are always significant risks involved when investing in securities in the capital market. Many unforeseen events such as new and existing government policies, domestic and international political and economic events, and other events of force majeure (acts of God, war, riot, urban unrest, terrorism, epidemic, pandemic, natural disasters etc.) may cause sharp market and price fluctuations. Clients are encouraged to consider all risks (material and non-material) as well as other qualitative and quantitative risk factors associated with investing in securities which differ across board.

Additionally, Clients should fulfill specific requirements laid out by the Compass Investments & Securities Limited, which are subject to guidelines, rules and regulations prescribed by the Securities and Exchange Commission, NGX and international best practices. Clients should note that any information contained in the Risk Disclosure Statement may also become outdated relatively quickly.

The Client should acknowledge and accept each of the risks listed and accept that all these risks could lead to the loss of some or the entire value of the Client's investments.

A. Risks Associated with Securities Trading

1. 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, epidemic, pandemic, natural disasters etc.), 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 as such, there is the risk that investments may not be easily liquidated. The prices and values of securities can also be influenced by outside factors such as interest rate changes, price or level of any underlying asset, level of interest rates, foreign exchange rates, volatility and liquidity.

3. Currency Risk

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. Clients or companies that have assets or business operations across national borders are exposed to currency risk that may create unpredictable profits and losses.

4. Execution Risk

We, Compass Investments & Securities Limited 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 Clients' instruction. These occasions include, among other things, a situation where the market conditions are not favorable, 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 Risk

Settlement risk may arise as a result of technological issues or glitches within the infrastructure thus resulting in a delay in executing clients' mandates.

B. Risks Associated with Debt Securities

Debt Securities and Debt-linked investments offer fixed returns over a defined period and may be 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 arise 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 Client may lose both interest and principal.

C. Risks Associated with Exchange Traded Funds

1. Market Risk

Exchange Traded Funds (ETFs) are exposed to the economic, political, currency, legal, tax and other risks of a specific factor or market related to the ETFs or the index and the market that it is tracking.

2. Currency Risk

Clients will encounter currency risk where the exchange traded investments' underlying holdings are in a currency which is different to the denominated currency.

3. Liquidity Risk

ETFs usually have market makers to provide liquidity, however, there is no guarantee that active trading will be maintained frequently. Therefore, where market makers are unable to fulfil their obligations, Clients may be unable to buy or sell the ETF and increase the risk of loss.

4. Counterparty Risk

This is the risk that the value of the collateral falls below the Net Asset Value (NAV) of the fund when the fund counterparty is in default.

5. Tracking Error Risk

A disparity between the performance of the ETF measured by its Net Asset Value (NAV) and the performance of the underlying index may occur due to several factors such as the failure of the ETF's tracking strategy, fees and expenses, foreign exchange differences between the base currency or trading currency of the ETF and the currencies of the underlying investments, or corporate actions of the ETF etc. The performance of the securities underlying the ETF as measured by its NAV may outperform or underperform the underlying index.

6. Index Risk

ETFs are not actively managed, therefore, a security will not be sold where the security's issuer is in financial trouble unless the security is removed from the index. The best approach for an investor to deal with an index risk is to understand the index and the rules governing the index.

7. Risks in Trading at a Discount or Premium

The trading price of an ETF is determined by the supply and demand factors which emerge during periods of market volatility and uncertainty. Clients that buy at a premium may suffer losses even if the NAV is higher when they sell, and they may not fully recover their investment in the event of termination of the ETF.

D. Risks Associated with Exchange Traded Derivatives Products

1. Extraordinary Price Movements

The price of an exchange traded derivatives product may not match its theoretical price due to market supply and demand factors. As a result, actual traded prices can be higher or lower than the theoretical price.

2. Foreign Exchange Risk

Clients trading exchange traded derivatives products with underlying assets in other currencies are exposed to exchange rate risk. Currency rate fluctuations can adversely affect the underlying asset value, also affecting the exchange traded product price.

3. Expiry Considerations

Most of the exchange traded derivatives products have an expiry date after which the issue may become worthless. Clients should be aware of the expiry period and choose a product with an appropriate lifespan for their trading strategy.

4. Gearing Risk

Exchange traded derivatives products are leveraged and can change in value rapidly according to the gearing ratio relative to the underlying assets. Clients should be aware that the value of an exchange traded product may fall to zero resulting in a total loss of the initial investment.

5. Issuer Default Risk

Where an exchange traded derivatives product issuer becomes insolvent and defaults on their listed securities, Clients will be considered as unsecured creditors and will have no preferential claims to any assets held by the issuer. Clients should thoroughly review the financial strength and credit worthiness of exchange traded derivatives product issuers.

6. Uncollateralized Product Risk

Uncollateralized exchange traded derivatives products are not asset backed and where there is issuer bankruptcy, Clients can lose their entire investment. Clients should read the listing documents to determine if a product is uncollateralized.

E. Risk of Margin Trading (e.g. 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 its own financial position and investment objectives.

F. 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 on 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 has a right to claim equivalent securities and dividends.

G. Risk Relating to the Investor’s Own Investment

Each decision by a Client to invest in the securities is his/her own independent decision. The firm is not acting as an advisor. Before making a decision to invest, Clients should 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 Clients 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 Clients bear all risks from the investment.

H. Regulatory Risk

Compass Investments & Securities Limited 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 Compass Investments & Securities Limited 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.

I. Non-Advisory Nature of Relationship

Unless the Client has a specific agreement with Compass Investments & Securities Limited for the provision of advisory services or fund management services, the Client should note and accept that the relationship with Compass Investments & Securities Limited 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. Compass Investments & Securities Limited merely acts in a non-advisory capacity and executes orders on behalf of the Client unless otherwise specifically stated.

J. Risk Relating to Digital 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 digital channels is subject to certain risks including, but not limited to, technological glitches, time-lag between order entry and real execution due to delay 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. Clients should ensure that they go through the terms of service applicable to any online service they wish to subscribe to.

Clients should also ensure that they maintain appropriate security measures in the operation of their online accounts including using strong passwords, keeping their passwords and log in details safe, avoiding log in from public computers and keeping their computers protected from viruses, etc.

Signed…………………………………………………

Name …………………………………………………

Date …………………………………………………..

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)……………………………………………………

This form is to be completed typewritten excluding signature only

STOCK/SHARE TRANSFER FORM

FOR THE CONSIDERATION stated below the "Transferor(s)" named do hereby transfer to the Transferee(s)' named the shares or stock specified below subject to the several conditions on which the said shares or stock are or is now held by the Transferor(s) and the Transferee(s) do hereby agree to accept and hold the said shares or stock subject to the conditions aforesaid.

Full Name of Company or Undertaking	
Amount or Number & Full Details or Stock or Shares	Figure / Words
TRANSFER FROM TRANSFEROR(S) name(s) and address(es) in full including P. O. Box if applicable	Surname / Others Telephone No : Clearing House Number
Consideration TRANSFER FROM TRANSFEROR(S) name(s) and address(es) In full including P. O. Box if applicable	Surname / Others Clearing House Number

Certificate to cover the within-mentioned shares/stock lodged with

SIGNED, SEALED and DELIVERED by the parties to this transfer on

Date

In the presence of ____________________
signature

Name & Address

STOCKBROKING FIRM

Seal

Transferor's Signature

Date

In the presence of ____________________
signature

Name & Address

STOCKBROKING FIRM

Seal

Transferor's Signature

In the presence of ____________________
signature

Name & Address

STOCKBROKING FIRM

Please Sign here

Seal

Transferee's Signature

In the presence of ____________________
signature

Name & Address

STOCKBROKING FIRM

Seal

Transferee's Signature

REGISTRAR/S A/C NO.
VERIFICATION

Name & Address

OFFICIAL STAMP

A. ____________________
Signature & Date

B. ____________________
Transferor's Signature