



# Application Form

## C O R P O R A T E

■ Asset Management    ■ Investment Banking    ■ Securities Trading    ■ Trusteeship

[www.avacapitalgroup.com](http://www.avacapitalgroup.com)

## Company Details

Full Name of Company	
Business Name/RC Registration No	Company Type <input type="checkbox"/> Limited Liability <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Others
Tax Identification No	Nature of Business
Company Operating/Registered Address	
Phone Number	Official Email Address
Official Website	

## Products/Services Required

<b>Asset Management</b>	<b>Domestic Offerings</b>		
	<input type="checkbox"/> Commercial Papers <input type="checkbox"/> FGN & Sub National Bonds	<input type="checkbox"/> Corporate Bonds <input type="checkbox"/> FGN Treasury Bills	<input type="checkbox"/> AVA GAM Liquidity Management <input type="checkbox"/> Portfolio Management Services <input type="checkbox"/> Non-Discretionary Execution <input type="checkbox"/> Discretionary Execution
	<b>Foreign Offerings</b>		
	<input type="checkbox"/> Eurobond Notes <input type="checkbox"/> Eurobonds <input type="checkbox"/> Foreign Equities <input type="checkbox"/> Global Liquidity Management <input type="checkbox"/> Others _____		

<b>Investment Banking</b>	<input type="checkbox"/> Capital Raising <input type="checkbox"/> Mergers & Acquisition <input type="checkbox"/> Delisting <input type="checkbox"/> Restructuring <input type="checkbox"/> Others _____
---------------------------	--

<b>Securities</b>	<input type="checkbox"/> Trading Account <input type="checkbox"/> Capital Market Advisory <input type="checkbox"/> Others _____
-------------------	--

<b>Trustees</b>	<input type="checkbox"/> Children Education Trust <input type="checkbox"/> Estate Planning <input type="checkbox"/> Wills <input type="checkbox"/> Family Trust <input type="checkbox"/> Others _____
-----------------	--

<b>For Mutual Funds Only</b>	Dividend Payout Options (Please tick as appropriate) <input type="checkbox"/> Reinvest <input type="checkbox"/> Credit my account
------------------------------	--

<b>For Trustees Only</b>	Proposed Commencement of Trust _____ Duration of the Trust _____
--------------------------	---

## Annual Turnover and Investment Purpose

Annual Income (from all sources)	<input type="checkbox"/> Less than N10m <input type="checkbox"/> N10m - N50m <input type="checkbox"/> N51m - N100m <input type="checkbox"/> N101m - N250m <input type="checkbox"/> N250m and above
Net Worth (total assets minus liabilities)	<input type="checkbox"/> Less than N10m <input type="checkbox"/> N10m - N50m <input type="checkbox"/> N51m - N100m <input type="checkbox"/> N101m - N250m <input type="checkbox"/> N250m and above
Source of Investment Fund	<input type="checkbox"/> Income <input type="checkbox"/> Pension or Retirement savings <input type="checkbox"/> Other <input type="checkbox"/> Funds from other investments <input type="checkbox"/> Sale of business or property _____
Purpose of Investment	Liquidity needs <input type="checkbox"/> High <input type="checkbox"/> Moderate <input type="checkbox"/> Low

Investment Objectives	Time Horizon	
	<input type="checkbox"/> Capital Preservation	<input type="checkbox"/> Immediate Access (2 years or less)
	<input type="checkbox"/> Capital Appreciation	<input type="checkbox"/> Short Term (2 - 5 years or less)
	<input type="checkbox"/> Steady Stream of Income	<input type="checkbox"/> Intermediate Term (5 - 10 years)
	<input type="checkbox"/> Income and Capital Appreciation	<input type="checkbox"/> Long Term (10 or more years)

## Bank Account Details

Bank Name		Account Name	
Account Number	Bank Verification Number (BVN)	Date Opened	

## Authorized Signatory Personal Information 1

Title	Surname	Firstname	
Other names	Gender	<input type="checkbox"/> Male <input type="checkbox"/> Female	
Date of Birth (DD/MM/YYYY)	Marital Status	<input type="checkbox"/> Single <input type="checkbox"/> Divorced <input type="checkbox"/> Married <input type="checkbox"/> Seperated	
Mother's Maiden Name (where applicable)	State of Origin		
ID Type	<input type="checkbox"/> International Passport <input type="checkbox"/> National ID Card <input type="checkbox"/> Driver's License <input type="checkbox"/> Voter's Card	ID No	
Issued Date	Expiry Date		
Phone Number	Email Address		
Contact Address			

PLEASE AFFIX  
PASSPORT  
PHOTOGRAPH

Bank Name	Account No	BVN
-----------	------------	-----

<b>Signature &amp; Date</b>	<div style="background-color: #cccccc; height: 20px; width: 100%;"></div>	Class <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C
	<div style="border: 1px solid black; height: 40px; width: 100%;"></div>	

<b>Next of Kin Details</b>	Name	
	Address	
	Phone Number	Relationship
	Occupation	

## Authorized Signatory Personal Information 2

Title	Surname	Firstname
Other names	Gender	<input type="checkbox"/> Male <input type="checkbox"/> Female
Date of Birth (DD/MM/YYYY)	Marital Status	<input type="checkbox"/> Single <input type="checkbox"/> Divorced <input type="checkbox"/> Married <input type="checkbox"/> Seperated
Mother's Maiden Name (where applicable)	State of Origin	PLEASE AFFIX PASSPORT PHOTOGRAPH
ID Type	ID No	
<input type="checkbox"/> International Passport <input type="checkbox"/> National ID Card <input type="checkbox"/> Driver's License <input type="checkbox"/> Voter's Card		
Issued Date	Expiry Date	
Phone Number	Email Address	
Contact Address		
Bank Name	Account No	BVN

<b>Signature &amp; Date</b>		Class <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C

<b>Next of Kin Details</b>	Name
	Address
	Phone Number
	Relationship
	Occupation

## Authorized Signatory Personal Information 3

Title	Surname	Firstname
Other names	Gender	<input type="checkbox"/> Male <input type="checkbox"/> Female
Date of Birth (DD/MM/YYYY)	Marital Status	<input type="checkbox"/> Single <input type="checkbox"/> Divorced <input type="checkbox"/> Married <input type="checkbox"/> Seperated
Mother's Maiden Name (where applicable)	State of Origin	PLEASE AFFIX PASSPORT PHOTOGRAPH
ID Type	ID No	
<input type="checkbox"/> International Passport <input type="checkbox"/> National ID Card <input type="checkbox"/> Driver's License <input type="checkbox"/> Voter's Card		
Issued Date	Expiry Date	
Phone Number	Email Address	
Contact Address		

Bank Name	Account No	BVN
-----------	------------	-----

<b>Signature &amp; Date</b>	[Redacted Signature]	Class <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C
	[Redacted Date]	

<b>Next of Kin Details</b>	Name	
	Address	
	Phone Number	Relationship
	Occupation	

Please indicate if you have any politically exposed person (PEP) or any person affiliated to a PEP on your board or as a shareholder?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
---	------------------------------	-----------------------------

If yes, please give details

*Politically Exposed Persons are persons who are or have been (in the past) entrusted with a prominent public function (e.g., Heads of State or Government, Governors, Local Government Chairmen, Senior Politicians, Senior Government Officials, Judicial or Military Officials, Senior Executives of State Owned Corporations, Important Political Party Officials, Members of Royal Families) both in foreign countries and in Nigeria, including their family members or close associates.*

## Risk Disclosure & Mail Indemnity

**Risk Disclosure** The statement contained herein is not intended to disclose an exhaustive list of all the risks and other significant aspects of trading in the Nigerian Capital Market.

For investments relating to securities, an investor is at risk of losing 100% of his/her investment. You are advised to carefully consider if an investment is appropriate for you in light of your experience, investment objectives, financial resources and all other conditions.

You are further advised to seek proper clarification of all fees, commissions and charges to be incurred before sending an instruction. The total sum of all fees, commissions and charges will affect your net profit (if any) or increase your loss. Should you feel the need to make any enquiries about the likely risks associated with an intended investment, please feel free to speak with any of our Client Relationship Managers.

**Email Indemnity**

I/We the undersigned \_\_\_\_\_ with Account Number \_\_\_\_\_ and E-mail Address \_\_\_\_\_ hereby authorise AVAGAM/AVASEC (each, the "Company") to effect any & all transactions relating to my account held with them on the basis of my electronic mail (Email).

I/We consent to indemnify the Company against any losses whatsoever suffered by myself/ourselves or the Company as a result of the Company acting on the basis of the stated email.

I/We further consent that should I/We or the Company suffer any loss as more fully enumerated above; we shall be liable for the full amount of such loss.

I/We hereby consent that the provided e-mail will be my preferred means of communication.

## CSCS Direct Settlement Form (FOR SECURITIES BUSINESS ONLY)

Direct Settlement <i>(If Yes, fill CSCS Direct Settlement form)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No	Account Type <i>(Please tick appropriately)</i> <input type="checkbox"/> Personal <input type="checkbox"/> Corporate
---	---

Client Name <i>(Surname First)</i>		PLEASE AFFIX PASSPORT PHOTOGRAPH
Date of Birth	Mother's Maiden Name <i>(where applicable)</i>	
Address		
CSCS Account Number	Clearing House Number	

Telephone Number (1)	Telephone Number (2)
----------------------	----------------------

Email Address	Do you opt for Direct Settlement into your bank account? <input type="checkbox"/> Yes <input type="checkbox"/> No
---------------	---

<b>Signature</b> <i>Two authorized signatories must sign with their passport photographs affixed and company's seal appended on this form.</i>	1	2

### Company Seal

<b>Clients Bank Details</b> <i>(Settlement Banks Only)</i>	Bank Name	Bank Branch
	Account Number	Bank Verification No (BVN)

<b>Stock Broking Firm Details</b>	Member Code	Stock Broking Firm	
	Authorized Signatories & Company Stamp	1	2

## Agreement for each Business Units/Products

### TERMS AND CONDITIONS

The Terms and Conditions set below shall be binding on the Account holder(s):

**Mandate** – the Client agrees that his/her mandate is subject to the Rules and Regulations of the Securities and Exchange Commission (SEC) and the Nigerian Stock Exchange (NSE), The Investment and Securities Act 2007 and all other relevant Rules and Regulations covering the operations of Capital Market Operators.

**Non-Disclosure** – the client agrees to keep confidential information about the Company and its trading practices and the company in turn agrees not to divulge the Client's information to any third party except as required as part of performance of its duty or by law.

**Anti – Money Laundering** – the Client agrees that all his/her transactions will be subject to all relevant Anti-Money Laundering Laws and Regulations.



**Third Party Payment** – the Client agrees that payments of proceeds of investment from his/her account shall be made ONLY to the Client.

**Update** – the Client agrees to notify the Company immediately, of any change in the details provided to the Company or at the request of the Company, update his/her records.

**Account Statements** – the Client will receive monthly statement of accounts and at any time on the client's request. The Client will also receive contract notes/investment certificate for every transaction undertaken by the Company on his/her behalf. The Client however undertakes to report to the Company any errors in the contract note/investment certificate issued, within 3 (three) business days of receipt, where no objection is raised within the period stipulated above, the statement and contract note/investment certificate shall be deemed accepted by the Account Holder.

**AVA Securities Limited (AVASEC) Account Holders** specifically agree that in consideration for the services provided by the Company, the Company shall be entitled to charge a fee/commission on each transaction as set out as amended from time to time in writing (Including e-mail). The Client agrees to pay the fees and commission as advised accordingly.

#### **AVASEC Account Holders**

a. agree that the Company will execute his/her mandates promptly except where there is a delay beyond the Company's control occasioned by system failure, Force Majeure or otherwise. The Client agrees that the Company will not honour any mandate unless the company is satisfied that the Client's account is sufficiently funded for such a transaction.

and  
b. that instructions received outside the NSE Business hours of 9:30am – 2:30pm will be effected as soon as is reasonably practicable on the next NSE business day. The Client further agrees that AVASEC will continuously attempt to execute his/her mandate however, if after 10 working days of continuous attempt to fulfill the mandate to no avail, the mandate must be revalidated by the Client unless otherwise specified by the Client.

#### **AVA Global Asset Managers (AVAGAM) Account Holders Only**

##### **NON-LIABILITY**

The Portfolio Manager shall not be responsible and hereby disclaims all liabilities, including liability for all and any actual or contingent losses, liabilities, damages and costs (including, without limitation, legal costs) and any expenses of any nature whatsoever, which the Client or anyone claiming through the Client may suffer or incur as a result of or in connection with any instruction given by the Client or any person authorized by the Client, whether or not such person(s) acted beyond the scope of their mandate from the Client in giving the instruction. In no event shall the Portfolio Manager be liable to the Client for any indirect or consequential loss or for any loss occasioned by the act or omission of any third party acting under the Client's authorization.

##### **COMMUNICATION**

The Portfolio Manager reserves the right to record any telephone conversations with the Client and the Client acknowledges that this is in line with international best practice and shall be done solely for the purpose of resolving any disputes which may arise concerning telephone advice or instructions.

##### **REGULATORY DISCLOSURE**

The Portfolio Manager is subject to the provisions of the Money Laundering (Prohibition) Act 2011, the Economic and Financial Crimes Commission (Establishment) Act 2002, the National Drug Law Enforcement Agency Act of 1995, the Consolidated SEC rules and regulations and other legislation which may be implemented from time to time to combat money laundering and other financial crimes. The Portfolio Manager is required to comply with the provisions of these legislation and all similar legislation, especially those relating to disclosure and suspicious activity reporting.

##### **CLIENTS COMPLAINT MANAGEMENT**

In the unlikely event that the client is dissatisfied with any of our services, the client is advised to bring such dissatisfaction to the Portfolio Manager's attention.

##### **DECLARATION**

- The client declares that he/she/it is the sole beneficial owner(s) of the funds/assets to be deposited with the Portfolio Manager
- 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 client also agrees to be bound by any review, changes or amendments made to the terms and conditions stated in this document, which may occur from time to time. Provided the client receives written notification of such changes via the client's agreed means of communication
- The client agrees that all information and documentation provided are valid and authentic and the Portfolio Manager is authorized to verify any or all of the information provided by the client

##### **For Portfolio Management Only**

This  DISCRETIONARY  NON-DISCRETIONARY INVESTMENT MANAGEMENT AGREEMENT (please tick as appropriate) is made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between \_\_\_\_\_ (hereinafter referred to as the "Client" which expression shall wherever the context admits include his/her heirs, legal

representatives/successors-in-title and permitted assigns) of the first part.

AVA GLOBAL ASSET MANAGERS LIMITED, a company duly incorporated under the Companies and Allied Matters Act 1990, LFN 2004 and registered with the Securities and Exchange Commission of Nigeria and having its registered office at 3, Glover road, Ikoyi, Lagos (hereinafter referred to as the "Portfolio Manager" which expression shall wherever the context so admits include its successors-in-title) and permitted assigns of the second part.

WHEREAS:

1. The Portfolio Manager is a registered Fund/Portfolio Manager duly licensed and authorized by the Securities and Exchange Commission (SEC) to provide portfolio management services.
2. The Client hereby appoints the Portfolio Manager to provide portfolio management services, and the Portfolio Manager has agreed to render the services and manage the Client's investments in accordance with the Client's investment objectives.
3. The Parties have decided to enter into this Agreement for the purpose of setting out the terms and conditions which will govern the relationship.
4. That notwithstanding the terms & conditions in any other subsequent agreements, the client has opted for investment in Money Market Instrument, Bank Fixed Tenored Deposit and Other Non-Bank Fixed Tenored Deposit and to receive such investment advice.

*IT IS HEREBY AGREED as follows:*

### **1. Definitions**

*In this Agreement, the following words and expressions shall have the meaning hereafter assigned to them respectively, unless the context in which they are used or the meaning thereof otherwise requires:*

- 1.11 "Agreement" means this Investment Management Agreement including the Schedules and annexures attached hereto;
- 1.12 "Applicable Laws" means any local statutes, rules and regulations, circular, or directives issued by a regulatory authority;
- 1.13 "Authorized Personnel" means a Party's authorized signatory as stated in Section C of this document
- 1.14 "Asset under Management" refers to the total market value of the Client's investment managed by the Portfolio Manager on behalf of the Client;
- 1.15 "Business Day" means any day, which is not a Saturday, Sunday or Federal Government public holiday in Nigeria, in which the Portfolio Manager is open for business;
- 1.16 "Commencement Date" means the date aforementioned on which this Agreement is executed by the Client and the Portfolio Manager;
- 1.17 "Confidential Information" means any information of a commercial, financial or technical nature relating to the Portfolio, the Investments and the financial position of the Client which was supplied to the Portfolio Manager by the Client or the Portfolio Manager may receive through the normal course of the performance of its services under this Agreement;
- 1.18 "Non-Discretionary Portfolio Management Services" means the services rendered to the Client by the Portfolio Manager on the terms and conditions contained in this Agreement, where the Portfolio Manager invests on behalf of the Client, in line with the Client's instructions, having obtained prior consent from the Client;
- 1.19 "Discretionary Portfolio Management Services" means the services rendered by the Portfolio Manager on the terms and conditions contained in the Agreement, where the Portfolio Manager invests on behalf of the client based on her own discretion without prior consent from the Client;
- 1.20 "Investment Guidelines" means the Client's investment objectives for the Portfolio agreed to in writing between the Portfolio Manager and the Client from time to time;
- 1.21 "Investments" means the:
  - 1.21.1 bonds, shares, money-market instruments, Bank Fixed Tenored Deposits, Non-Bank Fixed Tenored Deposits, Real Estate, cash and near cash; and
  - 1.21.2 such other assets, dividends, interest, cash accruals
  - 1.21.3 and money subsequently acquired or held by the Portfolio Manager on behalf of the Client;
- 1.22 "Manage" means any act performed by the Portfolio Manager in connection with the:
  - 1.22.1 buying, selling, administering and/or holding of Investments on behalf of the Client; or
  - 1.22.2 receiving, payment or investment of money, including interest and dividends, in respect of a transaction entered into and/or the holding of Investments on behalf of the Client;
- 1.23 "Portfolio" means the grouping of the total assets belonging to the Client and also managed by the Portfolio Manager pursuant to this Agreement. It also includes the Client's funds;
- 1.24 "Quarter" means every calendar quarter of three months i.e. March, June, September and December, provided that the first quarter from the date of commencement may be for a period less than 3 months;
- 1.25 "Half year" or "Semi-annual" means every calendar half year of six months i.e. June and December provided that the first half year from the date of commencement may be for a period less than 6 months;
- 1.26 "SEC" means the Securities and Exchange Commission of Nigeria; 1.27 "Termination Date" means the date upon which this Agreement is terminated;

### **2. Appointment of Portfolio Manager**

- 2.1 The Client hereby appoints the Portfolio Manager to provide Portfolio Management Services with effect from the commencement date in accordance with the terms and conditions set out herein.
- 2.2 The Portfolio Manager agrees to provide the Portfolio Management Services which may include, but not limited to, investment



consultancy, reconstructing or readjusting of the Client's portfolio and buying or selling of securities.

2.3 Parties agree that in the event of any conflict between this Investment Management Agreement and any applicable law, the applicable law shall prevail.

### **3. Authorization of Portfolio Manager**

3.1 The Client hereby authorizes the Portfolio Manager to do all such acts on behalf of the Client in view of and in line with the Client's investment objectives and instructions, for the purpose of rendering the Services contemplated herein, upon obtaining prior consent from the Client.

3.2 The Portfolio Manager understands that it shall exercise/not exercise any discretion in respect of the Client's portfolio.

### **4. Scope of Appointment**

4.1 The Portfolio Manager shall:

4.1.1 Manage the Client's Portfolio in good faith and with all the due care, diligence and skill that can reasonably be expected of an expert fund/portfolio manager;

4.1.2 Act in the Client's best interests at all times;

4.1.3 Appoint an officer, who shall be available at all reasonable times to answer any queries raised by the Client or advise the Client on any matter relating to the Client's Portfolio;

4.2 The Client accepts that the Portfolio Manager can/cannot effect any transaction(s) on behalf of the Client with/without obtaining prior written consent to any such transaction(s) from the Client. Thus, in the event that an amendment needs to be made to the Client's instructions or investment objectives, during which the Client is unavailable, the Portfolio Manager will be unable to effect any transactions without first obtaining the Client's written consent;

4.3 The Client accepts that all directions, instructions and/or notices from the Client to the Portfolio Manager shall be in writing. The Portfolio Manager shall be fully protected in relying upon any direction, notice, or instruction without verification until it has been duly advised in writing of any changes therein.

4.4 The Portfolio Manager shall endeavor to process all Account transactions in a timely manner, but does not warrant or represent that any such transaction shall be effected on the same day as discussed.

4.5 The Client hereby authorizes the Portfolio Manager to do all such acts on behalf of the Client as the Portfolio Manager may, in view of and as per the Client's request and instructions, consider necessary or advisable for the purposes of rendering the Services contemplated herein.

4.6 For the purpose of discharging any of the duties, obligations and functions (whether under this Agreement or under the Power of Attorney), of the Portfolio Manager, the Client hereby empowers the Portfolio Manager to act through any of its officers, employees or representatives or other person specifically authorized by the Portfolio Manager, and the Portfolio Manager is empowered to delegate the performance of its duties, discretions, obligations, any powers and authorities hereunder to such persons to the extent permitted by the Applicable Law.

### **5. Accounting and Reporting Requirements**

5.1 The Portfolio Manager undertakes to keep accounting records for the Client's Portfolio and shall be obliged to:

5.1.1 Maintain adequate books and records of account in relation to its obligations under this Agreement;

5.1.2 Allow the Client or the Authorized Signatory reasonable access to such books of accounts and other records relating to the Client's portfolio.

5.1.3 Provide the Client, on or before the 10th (tenth) working Day of a new quarter, with a comprehensive investment report in respect of the preceding quarter, reflecting at least the details of:

a.) All Investments held at the end of the preceding quarter, including the current market value of each Investment;

b.) Any income that accrued to, or for the benefit of, the Client during the preceding quarter

5.1.4 Notwithstanding the provisions of Clause 5.1.3, the Portfolio Manager shall ensure that the Client receives at the end of every month, a Statement of Account setting out the current asset allocation and performance of the Investment Portfolio. The Portfolio Manager shall also provide the Client with any other information with regards to the Portfolio management as the Client may reasonably require.

5.1.5 Retain the accounting records and any supporting vouchers, notes or documents for a minimum period of 5 (five) years, and allow them to be inspected or reviewed by the Client or the Client's Authorized Signatory or independent auditors whenever necessary for audit and/or control purposes.

### **6. Withdrawals or Deposits by the Client**

6.1 The Client shall give the Portfolio Manager at least five (5) business days' written notice in the event that the Client wishes to make a cash withdrawal from the Portfolio.

6.2 Upon receipt of the Client's written notice the Portfolio Manager shall, provided it is reasonably practical to do so, pay any amount which is to be paid as a result of a full or partial withdrawal, to the Client within five (5) business days of receipt of notice, taking the following factors, inter alia, into account:

6.2.1 The prevailing market conditions;

6.2.2 The size of the withdrawal; and

6.2.3 The nature of the Investment being redeemed.

6.3 The Portfolio Manager may refuse to acknowledge any notice for a full or partial withdrawal from the Client unless the Portfolio Manager has verified that such notice has been signed by the Client.



6.4 The Portfolio Manager shall pay any amount realized, as a result of a full or partial withdrawal request, directly into the Client's authorized bank.

6.5 The Client shall notify the Portfolio Manager by telephone or email within twenty-four (24) hours prior to making a transfer. Telephone notification must be confirmed in writing by the Client or authorized signatory before close of business on the day the transfer was made. The Portfolio Manager will start managing the new cash in accordance with the Investment Guidelines after 24 (twenty-four) hours of becoming aware that the funds had been deposited, if payment is made through the Portfolio Manager's designated Account.

### **7. Indemnity**

The Client hereby indemnifies and holds harmless the Portfolio Manager from, and against any liability in respect of any losses, claims, costs and expenses which may arise or be incurred in connection with this Agreement, provided that this indemnity will not apply if the Portfolio Manager acted negligently, fraudulently, or in any way that contravened the provisions of this Agreement and applicable laws. The Portfolio Manager acting in good faith, shall not be liable for any action, omission, investment recommendation/decision, or loss in connection with the acts or omissions of other professionals or third-party service providers recommended to the Client by the Portfolio Manager.

### **8. Confidentiality**

The Portfolio Manager warrants that it shall treat all information with respect to the Investment Portfolio with the utmost confidentiality. Any confidential information about the Client obtained in the course of the Portfolio Manager's engagement shall remain and be utilized exclusively for the Client's investment objective. Where the Portfolio Manager is compelled by applicable regulatory and/or fiscal authorities and any other valid order carrying the force of law to disclose any confidential information, the Portfolio Manager shall notify the Client before making such disclosure.

### **9. Force Majeure**

9.1 The Portfolio Manager shall not be liable for damages for any delay or failure to perform any of its obligations hereunder if such delay or failure is caused by an event of force majeure such as but not limited to riots, strikes, work stoppages, acts of God, acts of war or revolution, earthquakes, epidemics or other circumstances which are beyond the reasonable control of the Portfolio Manager. In addition, the Portfolio Manager shall not be liable for any loss arising to assets held by it on behalf of the Client where such losses are the result of government restrictions, exchange or market rulings or suspension of trading.

9.2 The Parties agree that, in the event that the Force Majeure occurs as contemplated herein, either Party may be entitled to terminate this Agreement in accordance with the provisions of Clause 16.

### **10. Breach**

10.1 Should either Party ("the defaulting party") breach any of the provisions of this Agreement and the breach is material; and/or the defaulting party fails to remedy the breach within 10 (ten) Business Days, or such other reasonable period, after the receipt of a written notice from the other Party ("the non-defaulting party"), requiring it to do so, then the non-defaulting party shall be entitled, without prejudice to any remedies which it may otherwise have in terms of this Agreement or in law, to immediately terminate this Agreement on the occurrence of the material breach or on the expiry of the 10 (ten) Business Day period as the case may be.

10.2 The provisions in this clause shall not apply in the event that the breach by the defaulting party is as a result of a Force Majeure, and the defaulting party shall not be liable for any loss or damage whether general, special or consequential, which the other party may suffer due to or resulting from such delay or failure.

### **11. Termination**

11.1 This Agreement shall run for a period of 1 (one) year (Initial Term), and shall automatically renew for additional periods of one (1) year each subject to additional terms (if any) to be mutually agreed upon by the Parties.

11.2 This Agreement will be terminated by either party giving three (3) months written notice to the other, which written notice must be signed by the terminating party. Upon the termination of this Agreement, the Portfolio Manager will have no obligation to recommend or take any action with regard to the securities, cash or other investments in the Client's portfolio and will refund any unearned fees.

Termination of this Agreement will not affect:

11.2.1 the validity of any action previously taken by the Portfolio Manager under this Agreement;

11.2.2 liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or

11.2.3 the Client's obligation to pay any outstanding fees (prorated through the date of termination).

11.3 At the end of the notice period, the Agreement shall terminate forthwith, and the Portfolio Manager shall be entitled to debit the Investment Portfolio of the pro-rated Management Fee that had been earned and fallen due at the date of termination of the Agreement.

11.4 Upon termination of the Agreement, the return on the Portfolio from the day immediately subsequent to the end of the most recently concluded quarterly investment period to the date of the determination of the Agreement ("the Final Period") shall be calculated and adjusted to determine the amount that represents the actual return on the Investment Portfolio (Actual Return on Investment Period, ARIP) and whether it exceeds the agreed expected return during the Final Period. The Portfolio Manager shall where the ARIP for the Final Period exceeds the agreed benchmark return be entitled to debit in addition to any other amount that may be due to it as its Incentive Fee.

11.5 Upon termination of this Agreement for any reason whatsoever, the Portfolio Manager shall hand over to the Client all securities and investments constituting the Portfolio as at the date on which the Agreement came to an end as well as any funds that may be standing to the credit of the Nominee Account (all of which securities investments and funds are jointly and severally called 'the

End - Date Portfolio'). The End - Date Portfolio shall represent the sum total of the assets held by the Portfolio Manager on the Client's behalf. Upon receipt by the Client of the End - Date Portfolio, the Portfolio Manager shall be discharged of all its obligations to the Client in respect of the Portfolio and shall thereafter cease to be liable for any subsequent diminution in the value of the Portfolio.

**12. Agreement**

This Agreement represents the entire agreement between the parties and supersedes and replaces, in its entirety, all previous discussions in relation to the services contemplated herein and investment management services agreement(s) between the parties.

**13. Assignments**

This Agreement may not be assigned by either the Client or the Portfolio Manager without the prior consent of the other party.

**14. Amendments**

The Portfolio Manager may amend this Agreement upon written notification to the Client. Unless the Client notifies the Portfolio Manager to the contrary, in writing, the amendment shall become effective thirty (30) days from the date of notice or as otherwise agreed.

**15. Severability**

Any term or provision of this Agreement which is deemed invalid or unenforceable by any court of competent jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement.

**16. Governing Law and Dispute Resolution**

This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria. If any dispute arises in connection with this agreement, the parties will attempt to settle it amicably by negotiation first, upon written notice from any party requesting a meeting to settle the dispute. If the dispute is not settled amicably within a period of seven (7) days from the receipt of such written notice, then any Party to the dispute may refer the dispute to mediation house.

**Sign Here**

Kindly confirm that you have read and agree to be bound by the above-mentioned terms and conditions by appending your name, signature and date below.

Authorized Signatory	Authorized Signatory

## ACCOUNT OPENING REQUIREMENTS

- Duly completed application form.
- Acceptable means of identification (Valid (current) Driver's license/International passport/National ID/Voters Card) of all Directors and Signatories.
- Two recent passport photographs of all Directors and Signatories with their name/signature written and signed behind photos.
- Copy of Utility Bill or CAC 3 showing the Company's Registered/Operating Address stated in the Account Opening Form.
- Copy of residential utility bill (PHCN Bill, Water Corporation Bill, Waste Bill e.t.c) of not more than 3 (Three) months showing the address of all Directors and Signatories.
- Certified True Copy of the Memorandum and Articles of Association.
- Certified True Copy of Certificate of Incorporation.
- Evidence of acceptable initial deposit (cheque, deposit slip, shares).
- Board Resolution:
  - [a] Authorizing the opening of An Account with the Company
  - [b] The list of authorized signatories of the account and their signature specimen.
- Form CAC 2 (Statement of Share Capital and Return of Allotment of Shares).
- Form CAC 7 (Particulars of Directors).
- Form CAC 1.1 for companies incorporated from 2017 (replaced form CAC 2 and CAC 7)

## AVA GAM ACCOUNT DETAILS

**ACCOUNT NAME:** AVA GLOBAL ASSET MANAGERS

**ACCOUNT NUMBER:** 5400414620

**BANKER:** PROVIDUS BANK

## FOR OFFICIAL PURPOSE ONLY

Client's File  
Number

Introduced by

Product No

Risk Classification  High  Medium  Low

Relationship Officer (Name, Signature, Date)

Approving Officer (Name, Signature, Date)

Compliance Officer (Name, Signature, Date)