

Account Opening Form - Mutual Funds

**AFFIX
INDIVIDUAL
APPLICANT
PASSPORT
PHOTOGRAPH(S)
HERE**

FORM 1:FOR INDIVIDUALS/JOINT/MINOR

1 TYPE OF ACCOUNT

☐ Single ☐ Joint ☐ Minor

2 INVESTMENT DETAILS

Name of Fund	Currency	Amount in Figure	Amount in Words
CP FIXED INCOME FUND	₦		
CP MONEY MARKET FUND	₦		
CP DOLLAR FUND	\$		

Please select recommended fund as per your Risk Profiling Score From Section 6

3 PRINCIPAL ACCOUNT HOLDER DETAILS

Applicant Status ☐ Principal Account Holder ☐ Joint Account Holder Title (Mr./Ms/Mrs)

Surname First Name
Middle Name Mother's Maiden Name

Gender ☐ Male ☐ Female Date of Birth - - (dd - mm - yy) Marital Status Country of Birth

State of Origin LGA. Resident ☐ Non-Resident ☐ Nationality
(In case of US fill section 13 or in case of other than US please fill section 12 of this form).

Residential Address

(In case of US Residential Address fill section 13 or in case of foreign address other than US please fill section 12 of this form).

City Country Email Address

Mobile Land Line BVN

ID Type ☐ International Passport ☐ Driver's License ☐ National Identity Card ☐ Permanent Voter's Card ☐ Resident Permit

ID Number Place of Issuance Date of Issuance - - (dd - mm - yy) Date of Expiry - - (dd - mm - yy)

Occupation ☐ Employee ☐ Self-employed Sector Employer/Business Name

Employer/ Business Address

Correspondence to be sent to ☐ Electronic ☐ E- Statement

Source of Fund ☐ Salary/ Wages ☐ Commission Income ☐ Inheritance ☐ Investment ☐ Business/ Self Employed Other (Please Specify)

Annual Income (NGN) ☐ Up to 1 Million ☐ Up to 2 Million ☐ Up to 4 Million ☐ Up to 6 Million ☐ Up to 8 Million ☐ Up to 10 Million ☐ Over 10 Million

Name of Ultimate Beneficial Owner (if any) Relationship with Principal Applicant/ Investor

"In case of ultimate beneficiary is other than Investor, Please provide all related documents as per AML/CFT regulations".

ID/ Card No. ID Card Issuance Date - - (dd - mm - yyyy) ID Card Expiry Date - - (dd - mm - yyyy)

Occupation PEP (Foreign/Domestic) ☐ Yes ☐ No Place of Birth
(If place of Birth/ Contact No/ Address/ Nationality is US fill section 13)

Disclaimer: Make sure that provided email address is correct, active and pertinent (i.e email account being operated by you) as the same email address will be used by CPAM to contact you for update investment information and for other customer services. This email address may also be used to access your investment information and execute transaction including redemption, conversion & update profile Information etc Comercio Partners Asset Management Limited will not be held responsible for any potential misuse of this email.

We do not accept cash. Payment to be made only in favor of the TRUSTEE through cross cheque, pay order or online transfer.

4 GUARDIAN INFORMATION (IN CASE OF MINOR APPLICANT)Name of Guardian Relationship with minor

(In case the applicant is a minor or has given power of attorney to any person who belongs to such territory where FATCA/ CRS is applicable please fill section 12 & 13)

ID Card Details Expiry Date - -

Note: Please fill guardian KYC information in section 10

5 INFORMATION ABOUT JOINT ACCOUNT HOLDER (IF ANY)1. Name(Mr./Ms./Mrs.) Relation Specimen Signature ID Card Details BVN Number 2. Name(Mr./Ms./Mrs.) Relation Specimen Signature ID Card Details BVN Number 3. Name(Mr./Ms./Mrs.) Relation Specimen Signature ID Card Details BVN Number 4. Name(Mr./Ms./Mrs.) Relation Specimen Signature ID Card Details BVN Number

"Please provide copy of KYC / FATCA / CRS information of joint holder in the specified form".

6 INFORMATION ABOUT NEXT OF KIN

Name (Mr./Ms./Mrs.)	Relationship with Account Holder	Address	Mobile No./Emergency Contact No.	ID Card Details
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
				Issuance Date <input type="text"/> - <input type="text"/> - <input type="text"/>
				Expiry Date <input type="text"/> - <input type="text"/> - <input type="text"/>

7 PRIMARY BANK ACCOUNT DETAILS OF INVESTORBank Name Account Number (NGN) Account Name Tax ID. number IBAN Bank Name Account Number (\$) Account Name Tax ID. number IBAN/SWIFT CODE **8 ACCOUNT OPERATING INSTRUCTIONS**
☐ Principal Account Holder only
 ☐ Jointly (any two signatories)
 ☐ Jointly (All)
 ☐ Either or Survivor
9 INVESTMENT DETAILSIncome Distribution:

The Unit value grows in line with the growth in the NAV, and the Units Holders shall have the option to receive distribution in come in the form of cash or re-investment, as and when declared.

Dividend Option ☐ Cash Dividend ☐ Re-investSend Dividend & Redemption proceeds to: ☐ Wallet ☐ BankPeriodic Payment:

Periodic Payment on income units (I authorize CPAM to redeem my units to pay my income at regular intervals based on the above instructions).

Please Tick one ☐ Monthly ☐ Quarterly ☐ Half Yearly ☐ Annually**10 VALUE ADDED SERVICES FOR CUSTOMERS (FREE OF CHARGE)**

Please tick the value added services you want to avail:

Channel Services: ☐ Factsheet ☐ Online Access ☐ Newsletters ☐**Account Statement:** ☐ E-mail ☐ Do not send / Hold mail **Frequency:** ☐ Monthly ☐ Quarterly ☐ Half Yearly ☐ Annually

Note: If email address is available, e-statement will be sent on your registered email address.

11 FUND PROFILE AND PAYMENT DETAILS					
Fund / Plan Name	Risk Profile	Initial Investment	Additional Investment	Minimum Holding Period	Payment Bank Details
Comercio Partners Fixed Income Fund	Moderate	₦ 10,000	₦ 1,000	180 days	Bank: STANBIC, Account Name: STL Trustees/CP Fixed Income SUB. Acct, Account No.: 0045894610
Comercio Partners Dollar Fund	High	US\$1,000	US\$ 500	180 days	Bank: STANBIC, Account Name: STL Trustees/CP Dollar Fund SUB. Acct, Account No.: 0046781939 (USD)
Comercio Partners Money Market Fund	Low	₦ 10,000	₦ 1,000	30 days	Bank: STANBIC, Account Name: STL Trustees/CP Money Market SUB. Acct, Account No.: xxxxxxxxxx

12 RISK PROFILING					
<p>Answering these questions will help to understand your investment objectives, risk/return expectation that will translate your needs into an asset allocation suitable to your investment needs. This questionnaire will provide only guideline and should not constitute as specific advice. You should make your fund allocation based on your own judgment and personal circumstances. Please tick the box in the left hand margin that corresponds to your choice and also write your risk score for each question in the given space.</p>					
1	Your Investment Horizon <input type="checkbox"/> Less than or equal to 1 year <input type="checkbox"/> Greater than 1 year but less than 3 years <input type="checkbox"/> Greater than 3 years but less than 5 years <input type="checkbox"/> 5 years Greater than 5 years Score <input type="text"/>	2	Primary Investment Objective <input type="checkbox"/> Preserving Capital <input type="checkbox"/> Regular Income <input type="checkbox"/> Capital growth Highest <input type="checkbox"/> Potential Return Score <input type="text"/>	3	Your Risk Tolerance <input type="checkbox"/> Low Risk: Cut losses immediately and liquidate all investments. Capital preservation is paramount. <input type="checkbox"/> Medium Risk: Cut your losses and transfer investments to safer asset classes. <input type="checkbox"/> High Risk: You are ok with volatility and accept decline in portfolio values as a part of investing. You would keep your investments as they are. <input type="checkbox"/> Very High Risk: You would add to your investments to bring the average buying price lower. You are confident about your investments and are not perturbed by notional losses. Score <input type="text"/>
4	Age in (years) <input type="checkbox"/> Above 60 years <input type="checkbox"/> Between 46 to 60 years <input type="checkbox"/> Between 31 to 45 years <input type="checkbox"/> Between 18 to 30 years Score <input type="text"/>	5	Level of Understanding & Knowledge <input type="checkbox"/> Less / Limited <input type="checkbox"/> Knowledge Average <input type="checkbox"/> Good <input type="checkbox"/> Expert Score <input type="text"/>	6	Of my Current Income, I am able to save up to: <input type="checkbox"/> <= 5% <input type="checkbox"/> 6% to 10% <input type="checkbox"/> 11% to 25% <input type="checkbox"/> > 25% Score <input type="text"/>
7	Existing Investments Equities <input type="checkbox"/> Up to NGN100,000 <input type="checkbox"/> NGN 100,001-500,000 NGN <input type="checkbox"/> 500,001-1,500,000 More than <input type="checkbox"/> NGN 1,500,000 Score <input type="text"/>	8	Existing Investments Others <input type="checkbox"/> Up to NGN 100,000 <input type="checkbox"/> NGN100,001-500,000 NGN <input type="checkbox"/> 500,001-1,500,000 More than <input type="checkbox"/> NGN1,500,000 Score <input type="text"/>	9	Current Liabilities or Borrowings <input type="checkbox"/> More than NGN 1,500,000 NGN <input type="checkbox"/> 500,001 - 1,500,000 NGN <input type="checkbox"/> 100,001 - 500,000 Up to NGN <input type="checkbox"/> 100,000 Score <input type="text"/>

Total Score (Sum of score for questions 1-9)

Your Portfolio	Score	Risk Profile	Category of CIS Plan	Fund / Plan Name
	9 - 15	Low	Money Market Scheme	CP Money Market Fund
	16 - 22	Moderate	Income Scheme	CP Fixed Income Fund, CP Dollar Fund
	23 - 29	Medium	Income Scheme	CP Fixed Income Fund, CP Dollar Fund
	30 - 36	High	Asset Allocation Scheme, Equity Scheme, Fund of Fund Scheme, Shariah Compliant Fund of Fund Scheme	Coming Soon

Declaration

I/ we understand that this risk profiling questionnaire will help me/ us assess my/ our risk appetite based on the information provided by me/ us. I am/ we are aware that my/ our financial needs may change over time depending on my/ our personal and situation objectives. I/ we shall be solely responsible for all of my/ our current and future investment, conversion and transfer transactions if these transactions are not in accordance with my/ our above-mentioned risk profiling results. I/ we will not hold CPAM liable or responsible for these transactions in any manner.

"If you disagree with the suggested funds as per your risk profiling score and wish to invest in different funds, you may choose the override option given below".

☐ Agree ☐ Override

Principal / Joint Account Holder Signature

13 DISTRIBUTOR / FACILITATOR INFORMATION (For Office Use Only)

CPAM Staff/Investment Facilitator/Distributor's Name	Branch Code	CPAM Staff Name
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
Authorised CPAM Staff/Investment Facilitator/Distributor's Signature	Authorised CPAM Staff Signature	

8 UNDERTAKING**Undertaking by Investor**

I/ we _____ hereby undertake that the risk associated with the respective product has been explained, disclosed and understood by me/ us. adequately

 - - - - -

Dated

Principal / Joint Account Holder Signature

Undertaking by Sales Agent

I/ we _____ hereby confirm the following:

I/ we have explained the risk of the fund _____ being sold to the -investor. I/ we have explained that the possibility of principal being at risk is higher in case of high risk funds. I/ we have not made or implied any guarantee with respect to return on investment amount. I/ we have not quoted any fixed return percentage or amount to the investor.

Signature of Sales Agent

Dated - - - - -

Name & Signature of Immediate Supervisor Dated

 - - - - -
DOCUMENT CHECKLIST

Individual/Joint Account/Minor

<input type="checkbox"/> Duly Completed Account Opening Form	<input type="checkbox"/> Birth Certificate (Minor)
<input type="checkbox"/> Proof of Identity of Signatories (i.e., National ID, Driver's Licence, International Passport, Voter's Card)	<input type="checkbox"/> Passport Photography of Signatories with names written on the
<input type="checkbox"/> Proof of Address of each Signatory	<input type="checkbox"/> Resident permit of resident alien Signatories (Where applicable)

14 FOR CPAM OFFICE USE ONLY

Transaction Date <input type="text"/> - <input type="text"/> - <input type="text"/> - <input type="text"/> - <input type="text"/> - <input type="text"/> (DD - MM - YY)	Transaction No. <input type="text"/>	<input type="text"/>
Data Input by <input type="text"/>	Form Received on: <input type="text"/>	
Originator Staff No. <input type="text"/>	Data and attachments verified by <input type="text"/>	
		Signature Operations Department

Source of Fund <small>(Please attach supporting documents. Multiple options can be selected)</small>	<input type="checkbox"/> Salary/ Wages	<input type="checkbox"/> Commission Income	<input type="checkbox"/> Inheritance	<input type="checkbox"/> Investment	<input type="checkbox"/> Business/ Self Employed Other <small>(Please Specify)</small>
Annual Income (NGN)	<input type="checkbox"/> Up to 1 Million	<input type="checkbox"/> Up to 2 Million	<input type="checkbox"/> Up to 4 Million	<input type="checkbox"/> Up to 6 Million	<input type="checkbox"/> Up to 8 Million
	<input type="checkbox"/> Up to 10 Million	<input type="checkbox"/> Over 10 Million			

Get in Touch

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COMERCIO PARTNERS
 ASSET MANAGEMENT

GENERAL TERMS AND CONDITIONS

1.Account Opening and Management.

1.1 The Client hereby authorises CPAM to open, maintain or continue to maintain the Account in the name, or other name or combination of names that may be advised by the Client or otherwise legitimately adopted by CPAM for operational reasons, on the terms and conditions set out in these General Terms and Conditions, and the Forms.

1.2 By signing these General Terms and Conditions and the associated documents, the Client confirms and accepts that the agreement hereby constituted between the Client and CPAM shall only become effective upon confirmation by CPAM in writing to the Client that the account hereby authorised to be opened and maintained has been approved and opened by CPAM.

1.3 By signing these General Terms and Conditions and the associated documents, the Client or (in the case of partnerships, trustees or bodies corporate) the person(s) signing on the Client's behalf hereby represents and warrants that they have sufficient authority to enter into the agreement hereby constituted on behalf of the Client.

1.4 In performing its management duties to the Client, CPAM shall be required to exercise due care, professional competence and judgment ordinarily expected from a service provider of its standing.

2. Risk Profiling

2.1. I/ we understand that the risk profiling questionnaire will help me/ us assess my/ our risk appetite based on the information provided by me/ us.

2.2. I am/ we are aware that my/ our financial needs may change over time depending on my/ our personal and situation objectives.

2.3. I/ we shall be solely responsible for all of my/ our current and future investment, conversion and transfer transactions if these transactions are not in accordance with my/ our above-mentioned risk profiling results. I/ we will not hold CPAM liable or responsible for these transactions in any manner.

3.Fees.

In consideration of its management duties to the Client, CPAM shall be entitled to the management and performance fees, or charges set out in the Specific Terms Schedule. Such fees or charges shall be payable on the due dates expressly stated in the Specific Terms Schedule and deductible directly from the Account, or from any other funds or assets held by CPAM on the Client's behalf.

4.Supply of Information.

The Client undertakes to provide CPAM with all information that CPAM may reasonably require for the purpose of carrying out its duties as fund manager, including (where applicable) details of any change of residency or citizenship of the Client.

5. Accuracy of Information.

The Client:

5.1 confirms that the information supplied and any declarations made by the Client (in the Forms, these General Terms and Conditions or otherwise from time to time) to CPAM in connection with the Account are true, accurate and complete;

5.2 acknowledges that CPAM may be required by law, binding regulations, or applicable policy, to close the Account in the event that any such information or declarations are untrue, inaccurate or incomplete; and 5.3 hereby agrees to be liable for any costs that may be reasonably incurred by CPAM in connection with closing the Account under this clause.

6. Data Protection/Privacy

In line with the relevant laws and regulations on Data Protection in Nigeria, it is hereby agreed as follows:

6.1 The Client consents to the collection and processing of the Client's personal data/information in the absence of any fraud, duress, undue influence or coercion for the purpose of forming the basis of these terms and conditions and other necessary data processing activities which may arise therefrom, including for the performance of the agreement between the Client and CPAM.

6.2 The Client affirms that the Client has the requisite capacity under the law to consent to the collection and processing of the Client's personal data.

6.3 The Client affirms that the Client is aware and takes cognizance of their rights under the relevant Data Protection Laws in Nigeria which include the right to request for access, amendment, rectification or cancellation or destruction of their personal data/information, the right to lodge complaint with the relevant authority as well as the right to object to the processing of their personal data.

6.4 The Client further consents to the processing of personal data (within or outside Nigeria), including transfer of their personal data to any third party for reasons associated with the purpose for which the data is being processed as stated above, including but not limited to data collection, processing, and storage.

6.5 CPAM may also rely on other lawful basis such as contractual obligation and legitimate interest to process the Client's personal data.

6.6. CPAM shall ensure that its employees and representatives shall not process the Client's personal data in any manner or for any purpose other than as set out in, or in accordance with this General Terms and Conditions.

6.7 Upon the cessation of a contractual relationship between the Client and CPAM, the Parties agree that the Client's personal data shall be retained by CPAM as long as it is necessary to comply with the regulatory obligations, including under any security (i.e. cyber security) and tax laws.

7. Statements of Accounts and Valuation Methodology.

7.1 The Client shall be entitled to receive on a calendar month basis (or such other interval as may be specified in the Specific Terms Schedule or otherwise agreed in writing with the Client) a statement showing the performance and value of the Account including any changes to the Account since the last preceding statement.

7.2 In addition to the calendar, quarterly or other periodic statements, CPAM shall provide the Client with such other information regarding the Account and the management thereof as the Client may reasonably request.

7.3 The valuation required for the purposes of the periodic statements referred to above shall, unless otherwise indicated in the Specific Terms Schedule, be performed in accordance with the following methodologies:

(a) Fixed Income Instruments:

(i) in the case of short-term instruments, the methodology shall be cost plus accrued interest or discounted value; and

(ii) in the case of long-term instruments (including leases), the methodology shall be market value or, where such value is not ascertainable, cost-plus accrued interest);

(b) Equity Securities:

(i) in the case of shares of publicly quoted companies, the valuation shall be the market value of the relevant Equity Securities including dividends and bonus shares which the relevant Equity Securities has qualified for as at the reporting date; and any growth or diminution of value will be determined by comparing the foregoing valuation to the average cost of the relevant Equity Securities less dividends and bonuses;

(ii) in the case of shares of private or non-quoted companies, the valuation shall be at cost or as determined by an independent expert acceptable to both the Client and CPAM;

(iii) in the case of real estate, the valuation shall be at cost or as determined by an independent expert acceptable to both the Client and CPAM ;

(iv) in the case of investments made via special (purpose) vehicle, the valuation shall be performed using an acceptable benchmark or a combination of the above bases, as is appropriate for the assets that make up the vehicle.

8. Approval of Statements.

Any objection the Client may have in respect of a statement of account or report on investment issued to the Client must be made in writing to be received by CPAM no later than two weeks from the date of receipt of the disputed Statement of account or report on investment by the client. On the expiration of this period, all statements of account and reports shall be deemed to have been approved.

9. Correspondence.

9.1 Any communication from CPAM to the Client shall be deemed to be validly delivered to the Client if sent to the latest address indicated to CPAM for this purpose by the Client.

9.2. Email/Other Electronic Channel Indemnity

I/We have requested Comercio Partners Asset Management Limited ("CPAM") to act on instructions transmitted by me/us to CPAM by electronic mail ("email") which appear to have been furnished to CPAM by me/us at any time regarding the operation of our account and in relation to requests made to CPAM in respect of my/our said account 9.3. In consideration of CPAM having agreed to accept and to act on my/our instructions given via e-mail and other electronic channels in respect of any transactions regarding my/our account with CPAM, I/we hereby agree as follows: Acknowledge that it is not practicable for CPAM to establish the authenticity of all instructions, messages emailed to CPAM which purport to emanate from me/us.

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

b. CPAM 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 CPAM's records and any transaction made pursuant to the instructions shall be binding upon me/us.

c. 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 CPAM 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.

d. Where an instruction is sent via e-mail to: (stated below) I/we should

receive an acknowledgment e-mail immediately. Where this is not received within 30 minutes, I/we understand that I/we should immediately contact CPAM to confirm receipt of the instruction.

10. Value-backed Instructions.

The Client authorises CPAM to honour all written instructions issued on the Account provided such orders are in line with the Account mandate.

If CPAM receives invalid or unclear instructions from the Client at anytime, it may decline to act on them. In such an event, CPAM will notify the Client in writing and await the Client's further instructions.

11. Joint Names and Trustees

11.1.If the Account is held in joint names, the obligations of the joint holders of the Account under these General Terms and Conditions shall be joint and several, and CPAM shall, unless otherwise instructed in writing by the Client, be entitled to accept the signature, instructions or authority of any of the joint holders to operate the Account.

11.2 Where the Account is held in the name of trustees, CPAM will, unless otherwise agreed, require instructions from all trustees or from their successors in which case further documentation may be required.

12. Lien.

In addition to any general lien or similar right to which CPAM may be entitled under the general law, CPAM shall have a lien against all securities, funds or other property comprised in or attributable to the Account or held for whatever purpose by CPAM for the account of the Client. The Parties agree that CPAM shall have the right to, without further recourse to the Client, combine or consolidate all or any of the Client's accounts with CPAM and set off any sum(s) or assets (be they cash, cheque(s), securities, negotiable instruments or other valuables) comprised in or attributable to any of the accounts towards the satisfaction of any of the Client's liabilities to CPAM whether such liabilities be actual or contingent, primary or collateral, several or joint.

13. Credit Facilities.

13.1 From time to time, CPAM may in its absolute discretion agree to extend credit to, or arrange for a short-term credit facility for, the Client from any financier. The amount of such credit facility and the proportion it shall bear to the value of the Client's Account shall be as determined by CPAM from time to time.

13.2 The Client shall from time to time provide CPAM on demand such collateral as CPAM may require in respect of any facilities granted under this clause.

13.3 In return for the extension or maintenance of any credit facility by CPAM, it is hereby agreed that all securities comprised in or attributable to the Account together with all attendant rights of ownership may be lent to CPAM or to any third party to the extent not prohibited by applicable rules, laws and regulations. In connection with such security loans, CPAM may receive and retain certain benefits to which the Client will not be entitled. The Client understands that in certain circumstances, such loans could limit the Client's ability to exercise voting rights in whole or in part, with respect to the securities lent.

14. Timely Remittances, Payment of Indebtedness and Costs of Collection.

14.1 The Client undertakes that, where CPAM's investment management functions require the receipt at fixed intervals of funds or securities or other assets from or on behalf of the Client, such funds, securities or other assets shall be remitted on or before the due date by the Client or other relevant person.

14.2 The Client shall at all times be liable for the payment upon demand of any indebtedness or other obligations owing on the Account to CPAM shall be liable to CPAM for any deficiency remaining there in the event of a total or partial liquidation. The costs of collection of any indebtedness owing on the Account including any legal costs shall, to the extent permitted by the applicable laws and regulations, be borne by the Client.

15. Confidential Information.

15.1 CPAM shall maintain all information concerning the Account on a confidential basis, provided that it may, where required, disclose such information to any of the following (herein considered as "third party" or "third parties"):

(a) CPAM's partners or companies and organizations that provide services or assist CPAM in reviewing the Client's financial position, to process transactions in the discharge of CPAM's duties under these General Terms and Conditions (including but not limited to, executing trades on an exchange) or arising from recommendations made by CPAM to the Client; for example, to obtain product quotes and recommend and complete a product purchase with a product provider;

(b) companies and organizations providing a service to CPAM or acting as CPAM's agents, including, but not limited to, subcontractors (including their agents) and professional advisers with the express agreement that they will keep the information confidential.

(c) anyone to whom CPAM may transfer its rights and/or obligations under these General Terms and Conditions.

(d) any third party as a result of any restructuring, sale or acquisition of any company within the Comercio Partners Group, provided that any recipient uses the information for the same purposes as it was originally supplied to, and/ or used by, CPAM ;

(e) the Client's advisers (including, but not limited to, accountants, lawyers, financial or other professional advisers) where authorised in writing by the Client; provided that where transactions have been carried out through a financial adviser or agent, that person will be deemed to be the Client's agent to whom full details of the Client's information under the Account may be disclosed unless the Client stipulates otherwise in writing.

(f) any person notified to CPAM by the Client as authorised to give instructions on the Client's behalf in connection with the Account;

(g) where CPAM has a duty under law, regulation, or a binding group policy to do so.

15.2 In instructing CPAM to make payments to and on behalf of the Client from time to time, the Client agrees on behalf of itself and others involved in the Client's payments that details of the payment (including information relating to those involved in the payment) may where appropriate be received from or sent to another jurisdiction, where it could be accessible by regulators and public authorities in connection with their legitimate duties including, but not limited to, the detection and prevention of crime.

16. Foreign Currency Accounts.

Foreign currency investments shall be made in the name of CPAM Client Holdings Custody Account but for the account of, and at the risk of, the Client. The Client shall bear all risks and cost with respect to such investments, including those resulting from statutory, fiscal or other measures introduced in the relevant country(ies) restricting freedom of disposal. The Client may dispose of foreign currency holdings only by requesting redemption or transfers in the relevant foreign currency or, subject to easy convertibility, such other currency as the Client shall elect.

17. Signatures.

The Client shall furnish CPAM with a list of persons authorised to sign instructions relating to the Account on the Client's behalf, together with specimens of the signature(s) of such authorised person(s), and written notice of any change in that list or in those signatures. In executing instructions received by it in connection with the Account, CPAM shall compare signatures against specimens held by it, and no further examination shall be required. In the absence of gross negligence on its part, CPAM shall bear

no liability for falsifications. It is further agreed that until CPAM receives notice of any change to the list or signatures of authorised persons, CPAM shall be entitled to treat previously authorised signatures as fully valid.

18. Custody.

CPAM shall hold securities deposited with it or purchased by it on the Client's behalf in the designated Fund custody account.

GENERAL TERMS AND CONDITIONS

19. Account Liquidation and Transfers.

19.1 Subject to the provisions of the Specific Terms Schedule and any specific rules governing the custody, ownership or disposal of specific Alternative Investments or any relevant funds, securities or other specific assets, the Client may:

- request the partial liquidation or transfer in part, of any funds, securities or other assets comprised in or attributable to the Account, by giving 10 (ten) Business Days' notice in writing to that effect to CPAM; or
- request the complete liquidation or transfer in full, of any funds, securities or other assets comprised in or attributable to the Account, by giving 30 (thirty) Business Days' notice in writing to that effect to CPAM.

Upon receipt of a request under this clause, CPAM shall take the appropriate steps to give effect to the Client's request, provided that the Client acknowledges that in the case of investments held in emerging markets and, in particular, in Nigeria, delay in redemptions is likely on account of the relative illiquidity of these markets.

19.2 In the event that CPAM is prevented from executing the Client's liquidation or transfer instructions by reason of any systemic disruption or general market illiquidity, CPAM shall have the option to transfer the relevant securities or other assets to the Client or any person or account designated by the Client.

20. Risk

The Client agrees that CPAM shall have no responsibility or owe any liability to the Client for any diminution of the Client's investment due to any future government order, levy, law, tax or depreciation in the value of the funds due to inflation or the unavailability of funds due to exchange restrictions or similar causes beyond the control of CPAM. The Client by entering into this agreement hereby understands the risks inherent in investments of this nature and that the value of investments may fall as well as rise and past performance of investments is not a guide to or the standard for future performance.

22. Force Majeure.

22.1 "Force Majeure" means the occurrence of an event or circumstance ("Force Majeure Event") that prevents or impedes a party from performing one or more of its contractual obligations under the contract, if and to the extent that the party affected by the impediment ("the Affected Party") proves: a) that such impediment is beyond its reasonable control; and b) that it could not reasonably have been foreseen at the time of the conclusion of the contract; and c) that the effects of the impediment could not reasonably have been avoided or overcome by the Affected Party.

22.2 CPAM shall not be liable for any losses in relation to the assets held by it on behalf of the Client, where such losses are the result of, whether directly or indirectly, by a force majeure event, governmental action, exchange control restrictions or market rulings, suspension of trading, war, strikes or other factors beyond the control of CPAM.

23. Taxes, Applicable Laws and Regulations.

All transactions on the Account shall be subject to all applicable taxes (including withholding and value added taxes), laws, rules, regulations, and the customs and practices of the jurisdiction, exchange, market or clearing house, if any, on which such transactions are executed by CPAM.

24. Governing Law of Agreement.

These General Terms and Conditions, the Form, the Specific Terms Schedule and all other documents relating to the Account shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria. These General Terms and Conditions shall inure for the benefit of the successors-in-title and assigns of CPAM to whom the Account(s) may be transferred, and shall be binding upon the heirs, personal representatives, successors-in-title and assigns of the Client.

25. Dispute Resolution.

25.1 Any dispute, claim or disagreement arising out of or in connection with the General Terms and Conditions, the Account, the Form, the Specific Terms Schedule and other related documents, including, without limitation, the validity of this Agreement or any clause thereof, shall first be referred to the respective authorized representatives of the Parties, or their designated nominees for resolution and, if not resolved to each Party's satisfaction within 5 (Five) days of the date on which the dispute arose (or such longer time as the Parties may jointly agree in writing) either Party may refer the dispute, claim or disagreement exclusively to arbitration by giving to the other party a Notice of Dispute ("Notice").

25.2 The Notice shall contain: (a) a summary of the dispute; (b) the fact that Parties' attempt to resolve the dispute has failed; and (c) a notification that the aggrieved Party is sending or shall send a request to the Appointing Authority designated for the appointment of a Sole Arbitrator.

25.3 Parties agree that the Notice shall constitute referral to arbitration for the purposes of this Clause. The arbitral proceedings shall be presided over by a single arbitrator who shall be appointed by the President of the Lagos Court of Arbitration ("Appointing Authority") in accordance with the Arbitration and Conciliation Act Cap A18 Laws of the Federation of Nigeria 2004 and the Arbitration and Conciliation Rules made pursuant thereto. The arbitration shall take place in Lagos, Nigeria and the language of the arbitration shall be English. Any award made by the arbitrator shall be final and binding on the Parties.

25.4 This dispute resolution clause shall survive the termination of this Agreement and shall always apply to disputes, claims and differences existing or arising between the Parties, concerning, relating to or in connection with this Agreement.

CUSTOMER DECLARATION AND ACKNOWLEDGEMENT

1. I/ We hereby agree as follows:

1. That I/We hereby certify that the information given on this form is correct and that I/We have read, understood and agree with the Account opening terms & conditions governing the selected account(s);
2. That any disputes arising from or in connection with these General Terms and Conditions, the Account, the Form, and other related documents shall be determined by arbitration and in such manner as prescribed by the Arbitration and Conciliation Act (Cap Laws of the Federation of Nigeria 2004) as that Act may be amended or replaced from time to time.
3. I/We are in receipt of a signed copy of these General Terms and Conditions
4. That the funds and sources of such funds and or assets are legitimate and not directly or indirectly the proceeds of any unlawful activity.
5. I/ we confirm that I am/ we are investing in the above Fund and the risk level of this fund is mentioned in section 11. I/ we confirm that I/ we will not hold CPAM responsible for any loss which may occur as a result of my decision. I/ we further agree that CPAM has advised us to select a specific fund category as per my/ our risk profile. However, I/ we reserve the discretion to invest in any other fund category. I/ we further confirm that I/ we have read the Prospectus, Trust Deeds, Offering Documents, Supplemental Trust Deeds and Supplemental Offering Documents that govern these Investment transactions.
6. I/We hereby agree to the following Indemnity and Release Clause:
 - I/We waive any rights I/we may have or obtain against CPAM arising directly or indirectly from any losses or damages which I/we may suffer because CPAM acted in accordance with My/our email instructions and I/we agree to indemnify and keep CPAM fully indemnified from and against all actions, proceedings, claims and demands which may be brought or made against CPAM and all losses, costs, charges, damages and expenses which may be incurred or sustained or for which CPAM may become liable by reason of honoring such instructions received via e-mail and/or other electronic channels, provided that CPAM has taken all measures prescribed by this agreement irrespective of whether the instructions are in fact erroneous, fraudulent or issued otherwise than as fore-said.
 - CPAM may rely upon this authorization and I/we will not hold CPAM liable for any actions it may take pursuant to this authorization unless and except this authorization is revoked or modified by any subsequent authorization issued by me/us as aforesaid in Section 1 above and a certified copy of such subsequent authorization has been received by CPAM.
 - This Indemnity shall be applicable even when the email instructions contain any forgery, lack of authority to issue, wrong alteration or other misuse of document or if any transmission detail or information appearing on it are not genuine.
 - To implement and adhere to any procedure and/or restrictions imposed on me/us by CPAM from time to time regarding the sending of email instructions to CPAM.
 - CPAM will not be obliged to act on any email instruction and that it may at any time on written notice sent to me/us at our registered email address(es) withdraw from the arrangements envisaged in this document.

Signature of Individual/Joint Applicant

Dated - -

Customer ID - -

Name of Witness & Signature

- -

Get in Touch

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