

**INDIVIDUAL ACCOUNT OPENING FORM**
**PERSONAL INFORMATION**

Please affix a passport- sized photograph here, with your name & signature on the rear

Account Name

Kindly select your preferred account type

Stockbroking: NSE  NASD  Others: Specify

Title:  Mr.  Mrs.  Miss.  Ms.  Sir.  Others

Surname:

Other Names

Date of Birth           Nationality

State of Origin/Local Gov  Religion

Residential Address

Mailing Address

Marital Status Married  Single  Gender Male  Female

Home Phone Number

Identity type Driver's license  National Identity Card  Int. Passport  Others

ID Number

Expiry Date

Business Occupation

Name and Address of Employer (if

Office/ Fax Phone Number

### INDIVIDUAL ACCOUNT OPENING FORM

**Bank Details**

Preferred  Bank 1  Branch

A/C Name  A/C No.

Sort-Code  Account Creation Date  BVN

Option 2  Bank 2  Branch

A/C Name  A/C No.

Source of Funds for Investment  Initial Investment Amount

Name of Spouse (if married)  Mother's Maiden Name

Spouse's Date of Birth     
DD MM YY YY YY

Clearing House Number (CHN)  Trade Settlement

**Next of Kin**

Mr.  Mrs.  Miss.  Ms.  Sir.  Others

Title

Surname

Other Names

Relationship

Contact Address

Phone

**Email**

**Minor Account**

I \_\_\_\_\_ hereby certify that I will operate the Stockbroking account belonging to \_\_\_\_\_ until He/ She ceases to be a Minor.

**Relationship with minor:**

Signature/Date  Right Thumb Print

*(Account Holder)*

**Please note the proceeds from sale of securities will be transferred directly to your bank account using the direct cash settlement platform of central Securities and clearing system (CSCS). Client's bank details will be provided to CSCS.**  
**Kindly complete the attached Direct Cash Settlement Form to indicate your interest**



**FOR OFFICE USE ONLY**

Comment or additional Information

Date Account Opened    CSCS No.  Account No.   
DD MM YYYY CHN.

Relationship Officer

Signature  Date

Head Customer Service Unit

Signature  Date

Compliance Officer

Signature  Date

Executive Management (PEP)

Signature  Date

**Account Opening Requirement Checklist**

	<b>Provided</b>	<b>Deferred</b>	<b>Waived</b>
1. Completed Account Opening Form	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. 1 Passport Photograph	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Copy of means of identification	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Proof of Address (Utility Bill)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Indemnity form/ Power of Attorney	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Mandatory Initial deposit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Birth Certificate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Direct Cash Settlement Form	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## ACCOUNT OPENING AGREEMENT

1. **DEFINITIONS IN THE AGREEMENT.** The "Client" shall mean any person or persons, including a corporate body for whom an account is held by ELIXIR whether individual or jointly with some other person.
2. **STATEMENTS OF ACCOUNT.** A statement of account will be issued at the end of each quarter and a full report detailing the performance of the client's investment will be issued half yearly.
3. **TAXES.** Any taxes or duties levied on the client holding or on any security furnished by the client, shall be charged to the client notwithstanding that demand for payment is made only after the account has been closed.
4. **APPROVAL OF STATEMENTS.** Any objection to a statement of account or report on investment must be made to ELIXIR immediately upon receipt of the same and must reach ELIXIR no later than six weeks from date on which the statement was sent out by ELIXIR. On the expiration of this period, all statements of account and reports shall be deemed to have been approved.
5. **CORRESPONDENCE.** Any communication from ELIXIR to the client shall be deemed to be validly delivered to client if sent to the latest address indicated by ELIXIR is presumed to be the date of delivery. In the absent of written instructions (either letter or indicated in the Account opening document in the section 'special instructions') regarding the dispatch of correspondence, ELIXIR will retain in its possession all correspondence concerning the client and shall be deemed validly delivered the client as of the date they bear. Unless otherwise instructed is written, ELIXIR will destroy correspondence retained by it, including any cheques or instruments returned or unpaid, 3 years following the date thereof. ELIXIR accepts no liability in respect of its retention of any correspondence for a client.
6. **SECURITY IN FAVOUR OF ELIXIR.** ELIXIR shall have a pledge against the securities, funds or other property held for whatever purpose by ELIXIR for the account of the client. Such pledge shall secure all claims by ELIXIR, of whatever nature, whether due or not and whether liquidated or unliquidated. ELIXIR is authorized to realize any of pledge assets at a private sale, without restriction and without being bound to observe the legal formality required by the law of Federal Republic of Nigeria on recovery of debt and on bankruptcy, if the client, on the due date or on demand, fails to fulfill his obligation to ELIXIR or fails to provide other security acceptable to ELIXIR. ELIXIR may cover short position by corresponding purchases. It shall have the right to require additional collateral, if in his discretion, it considers it necessary for its protection whether any client is due or not; or in the event of a petition in bankruptcy or for the appointment of a receiver is filled by or against the client; or in the event of the death of the client. In the event that the additional collateral required is not provided, ELIXIR shall be entitled to exercise its right to realize any of the pledged assets in the manner described above
7. **CREDIT FACILITIES.** From time to time, ELIXIR may in its discretion agree to extend to the client who has entered into a credit agreement with it for advancing sums in any currency for whatever purpose or in connection with the purchase of security and other assets on margin. The client shall from time to time provide ELIXIR on demand such collateral as it may require.
8. **PAYMENT OF INDEBTEDNESS AND COSTS OF COLLECTION.** The client shall at all times be liable for the payment upon demand of any indebtedness or other obligation owing in the client account and the client shall be liable to ELIXIR for any deficiency remaining in any such account in the event of a total or partial liquidation. The cost of collection of any indebtedness owing from the account of a client including any legal costs shall, to the extent permitted by the applicable laws and regulations, be borne by client.
9. **MEANS OF TRANSPORTATION AND TRANSMISSION.** Provided that ELIXIR has acted reasonably prudent, it shall not be liable for any risks or damage resulting from the use of the postal service, telegraph, telephone, telex or any other system of transmission or means of transportation, in particular, by reason of loss, delay, mistake or misunderstandings, distortion omissions or duplication. At its sole discretion, ELIXIR may suspend the execution of any instructions given telephone, telegraph, facsimile or telex until receipt of legible written confirmation.
10. **FOREIGN CURRENCY ACCOUNTS.** Foreign currency investments shall be made in the name of ELIXIR but for the account of, and at the risk of client. The client shall bear all risk and cost with respect to such investments, including those resulting for statutory, fiscal or other measures introduced in the relevant countries restricting freedom of disposal. A client may dispose of foreign currency holding only by requesting redemption or transfers in the relevant foreign currency or such other currency as the client shall elect.
11. **SIGNATURES.** Signatures are compared against specimens held by ELIXIR and further examinations are not required. ELIXIR assumes no liability, in the absence of gross negligence, for failing to notice falsifications. The client is required to furnish ELIXIR with a list of persons authorized to sign on its/his/her behalf, together with specimens of their signatures, and to inform ELIXIR in writing of any change in that list or in those signature. Until it receives notice of any change, ELIXIR is entitled to treat previously authorized signature as valid.
12. **CUSTODY.** ELIXIR shall hold securities deposited within its own vaults of its appointed agents, or if it deems fit, deposits these with any of its authorized custodian companies at no cost to the client.
13. **SECURITIES LOANS.** In return for the extension or maintenance of any credit facility by ELIXIR, it is hereby agreed that all securities consisting the client portfolio together with attendant rights of ownership- may be lent or to any three party to the extent not prohibited by applicable rules, laws and regulations. In connection with such securities loans. ELIXIR may receive and retain benefits to which the client will not be entitled. The client understands in certain circumstances such loans could limit the client's ability to exercise voting right in whole or in part, with respect to the securities lent.
14. **JOINT ACCOUNTS.** Where an account is held in the name of two or more persons and there is more than one signatory required, their obligations under this agreement shall be joint several.
15. **PARTIAL LIQUIDATION.** Subject to the size of the client's portfolio, the client shall give 7 days' notice in writing to the effect a partial withdrawal not exceeding 10% of the market value of the securities, funds and other property comprising the client's account(s) and 21 days prior written notice in the case of partial withdrawals exceeding 10% of the market value of the client's assets but not amounting to a total liquidation of investment; provided however that the client acknowledges that in the case of investment held in emerging market and, in particular, in Nigeria, delay in redemption are likely given the relative illiquidity of these markets.
16. **CAPACITY TO ENTER INTO AGREEMENT.** The client represents and warrants that no one except the client or such person as previously disclosed to ELIXIR, has an interest in account(s) of the client. If the foregoing representation and warranty is inaccurate or becomes so, the client will promptly notify ELIXIR of the same.
17. **DISCLOSURE.** ELIXIR shall maintain all information concerning the client's account(s) on a confidential basis, but ELIXIR may be required by applicable laws and regulations to (and shall if required) disclose such information to the regulatory authorities including without limitation, the name, address and securities' position with respect to securities held in such account(s).
18. **TERMINATION OF AGREEMENT.** ELIXIR reserves the right to suspend or terminate the account of the client at any time by giving at least 7 days' notice in writing of its intention to suspend or terminate relations. The client shall give 21 days prior written notice in case of a total liquidation or transfer to the client's account(s) and in case of assets held in emerging markets, the client shall provide at least 40 days' notice. The caveat contained in paragraph 15 above shall apply to this provision.
19. **FORCE MAJEURE.** ELIXIR shall not be liable for any losses arising in respect of assets held by them on behalf of the client, where such losses are the result of, whether directly or indirectly, government restrictions, exchange or market rulings, suspension of trading, war, strikes or other factors beyond the control of ELIXIR.
20. **APPLICABLE LAWS AND REGULATIONS.** All client account transactions shall be subject to the laws, rules, regulations customs and practices of the exchange or market and it's clearing house, if any, such transactions are executed by ELIXIR.
21. **GOVERNING LAW OF AGREEMENT.** This agreement shall be governed by, and constructed in accordance with the law of the Federal Republic of Nigeria. It shall inure for the benefit of the successors in title and assigns of ELIXIR to whom the account(s) of the client may be transferred. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the client.
22. **ARBITRATION.** All disputes arising out of, or in connection with this Agreement, including any question as to its validity or termination shall be finally settled by a single Arbitration appointed by both parties, pursuant to the Arbitration and Conciliation Act, Cap A18, Laws of the Federation of Nigeria, 2004.
23. **MEDIATION.** At any time before the issue of Arbitration, the parties may agree to refer the dispute to Mediation, in accordance with Lagos or Abuja Multi-Door Courthouse (LMDC or AMDC) Mediation procedure Rules as contained in the Practice Direction of both courthouses. Where the dispute is not settled by mediation, the parties may continue with Arbitration.



- 24. **MODIFICATIONS AND AMENDMENTS.** ELIXIR reserves the right to modify or amend any provisions of the Agreement. Such modification or amendment shall take effect from the date specified by ELIXIR on notice of the same to the client.
- 25. **SEVERABILITY OF PROVISIONS.** Any provision of this Agreement, which is unenforceable in any jurisdiction, shall, all as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of the provision in any other jurisdiction.
- 26. **REGULATORY DISCLOSURE.** ELIXIR is subject to the provisions of Money Laundering Prohibition Act of 2004, the Economic and Financial Crimes Commission (Establishment) Act 2002, the National Drug and Law Enforcement Agency Act of 1995 and any amendments thereof and other legislations which may be passed from time to time to combat money laundering and other economic crimes. ELIXIR is required to comply with the provisions of the legislation and all similar legislation, especially those relating to disclosure and suspicious activity

- reporting.
- 27. **INTERPRETATION.** The healings contained in the Agreement are inserted for convenience only and shall affect the construction of this Agreement.
- 28. **PAYMENT.** Cheques and payments should be made in favour of ELIXIR alone and not in favour of an agent/representative. ELIXIR agents/representatives are not authorized to receive cash from client.
- 29. The client warrants, undertakes and confirms that all information contained in the attachments annexed hereto is complete and correct in all respects and the client undertakes to notify ELIXIR of any material changes or events as and when they occur. Furthermore, the client hereby authorizes ELIXIR to obtain independent verification of any information provided by the client or obtain such further information, to make further enquiries as ELIXIR may by its discretion require.

**RISK DISCLOSURE STATEMENT**

**GENERAL RISK WARNING.** Clients should consult their advisers if in any doubt as to the nature of the environment and its suitability in the light of their particular circumstances. The value of any securities traded are subjected to investment risks, can and do fluctuate, and any individual security may experience upward or downward movement, and may even become valueless. There is an inherent risk that losses may be incurred rather than a profit made as a result of buying and selling securities. Past performance is not a guide to future performance. Certain types of investment may not be suitable for all investors.

**CURRENCY RISKS.** Foreign currency denomination securities are subjected to fluctuations in exchange rates that could have a positive or adverse effect on the client's return upon the conversion into local or other currency, of dividends or interest received, or proceeds from the sale of such securities, funds or other property. In case of cross-currency financing (i.e. borrowing in a currency other than the base currency of the investment), the lower financing costs of certain currencies can result in potentially attracting returns. However, adverse currency movements cannot only eliminate such benefits but can result in substantial losses. This will occur where for example, the borrowed currency strengthens against the base currency of the investment, resulting in a deficit of funds for repayment of the loan when due. The use of leveraging as part of cross-currency financial strategy can result in substantial losses as well as gains.

**FOREIGN EXCHANGE TRADING.** Foreign exchange trading is highly speculative and involves a high degree of leverage and significant market fluctuations. Exchange rate fluctuations can cause loss of the principal invested.

**EMERGING MARKET INVESTING.** Investing in emerging markets including Nigeria and elsewhere in Africa involves certain risks and special considerations including potential market volatility, currency fluctuation, less liquidity in the capital market, restrictions on investments, limited information, and the risk of political, economic and social instability.

**PRIVATE EQUITY AND UNLISTED THIRD PARTY OR PROJECT INVESTMENTS.** ELIXIR client advisors or representatives may, from time to time offer securities that return higher rewards but inherently have higher risks, which are issued by private equity firms, or other non-listed Organizations. It is important to note that such offerings do not constitute an investment advice, or a guarantee of such securities by ELIXIR. Client who make such investments do so at their own discretion. Clients who are risk averse and have short terms needs should ask their Wealth Advisors about investments, which is fully guaranteed by ELIXIR.

The above statement does not disclose all the risks and other significant aspects of trading in securities. In the light of the risks, the client should permit such transaction only to the extent that the client fully understands and accepts the risks inherent in transactions of this nature

**RISK DISCLOSURE STATEMENT**

**I understand that the information given herein and the document supplied are the basis for opening such account and therefore certified that such information is correct.**

**I agree to be bound by the terms and conditions governing the operations of this account including the Risk Disclosure Statement.**

Name (the "Client")

Signature:

Date:     
DD MM YYYY

Signature:

Date:     
DD MM YYYY

**EMAIL OR OTHER ELECTRONIC COMMUNICATION INDEMNITY (all clients)**

You hereby consent to the use of electronic communication (which include communication by email or telephone or facsimile). By this consent, you unequivocally agree that instructions transmitted by electronic communication be binding for all purposes, including for purpose of evidence. You irrevocably undertake and warrant that you shall not make any demand or claim, or institute any action against Elixir should you suffer any loss or liability as a result of your consent to the use of electronic communication. You agree to indemnify and hold Elixir harmless against all claims, demands, actions and proceedings which might be made or instituted against Elixir; and all liabilities, losses, damages which might be suffered by Elixir in connection with, or arising as a result of your consent to electronic communication issued from your email account or other electronic communication account indicated herein or subsequently communicated to Elixir by you or your nominated investment adviser or any other person you authorize to manage your account. You acknowledge there are certain risks associated with conveying instructions via electronic means, including, but not limited to the risk of delay, non-receipt ( due to technical malfunction, disruption, connectivity issues etc. of your system or Elixir's system or any other reason), third party interception/interference, data corruption, etc., and hereby fully waive, discharge and indemnify Elixir in respect of any loss or damages or damages resulting from any of the risks identified above/from the use of electronic communication with respect to your account.

## THE ELIXIR COMPLAINTS MANAGEMENT FRAMEWORK

**At ELIXIR, we recognize that conflicts or disagreements may occur at any point in the course of interactions with our cherished clients. We have therefore consciously put in place a process to ensure that all conflicts arising in the course of our business interactions are resolved speedily in an amicable and mutually satisfactory manner.**

**The ELIXIR Complaints Management Framework outlines the systematic approach to address complaints that may arise in our engagements with clients, in a fair, impartial and objective manner.**

**We aspire to at all times, ensure that every complaint is effectively and speedily resolved to the satisfaction of our cherished clients.**

**The Elixir Complaints Management Framework addresses complaints such as:**

- ✓ **Complaints about misconduct or rudeness by any staff member of Elixir Group**
- ✓ **Complaints about misappropriation or misapplication of clients' money**
- ✓ **Complaints about errors in execution of mandates**
- ✓ **Complaints about procedures or processes adopted in executing mandates.**
- ✓ **Etc.**

**The full detail of the ELIXIR COMPLAINTS MANAGEMENT FRAMEWORK is available at our website at**

**[www.elixirsecuritiesltd.com](http://www.elixirsecuritiesltd.com)**

**Any Client or member of the public affected in any of our operations may lodge a complaint about the service, decision, products provided by the Company or conducts of its staffs.**

**All complaints will be treated in the strictest confidence.**

**Complaints can be received either verbally or in writing. Whenever possible, complaints should be submitted in writing so that all aspects of the complaint can be well understood and investigated.**

**All written complaints should be addressed to the Managing Partner, as follows:**

**The Group Managing Partner  
Elixir Investment Partners Ltd.**

**95 Medical Guild Close  
Off Bode George Street  
Victoria Island – Lagos**

**Or through E-Mail:**

**[Complaints@elixirinvestment.com](mailto:Complaints@elixirinvestment.com)**

**Verbal complaints may be made to the Company by telephoning the central enquiries line on:**

**01-4547400**

**01-4537406**

*Please note that calls would be recorded for easy reference.*

*Whistle blowing or anonymous complaints are also accepted.*

*This may be lodged either in writing or accepted as an oral statement.*

*Complainants are encouraged to provide as much information as possible which may be of assistance when investigating the complaint.*