

Planet Capital Limited Account Opening Form			Passport Photograph		
Individual <input type="checkbox"/>	Joint <input type="checkbox"/>	Estate <input type="checkbox"/>		Corporate <input type="checkbox"/>	Minor <input type="checkbox"/>
Online Access & Market Report: Online access <input type="checkbox"/>		Market Report <input type="checkbox"/>			
Surname / Company:					
Other Name(s):		Mother's Maiden Name:			
Date of Birth/Incorporation Others (specify)	Gender: M <input type="checkbox"/> F <input type="checkbox"/>	Marital Status: Married <input type="checkbox"/> Single <input type="checkbox"/>			
Nationality:	State/LGA:	Town:			
Residential Address:					
Mailing Address:					
		Occupation:			
Telephone No.:	Email:	NIN No.:			
ID Type/No.:	Issue Date:	Expiry Date:			
Spouse Name:	Telephone No:	Email:			
Next of Kin:	Relationship:	Tel:	Email:		
Joint Account Holder					
Surname/Company:					
Other Name:		Mother's Maiden Name			
Date of Birth/Incorporation Others (specify):	Gender: M <input type="checkbox"/> F <input type="checkbox"/>	Marital Status: Married <input type="checkbox"/> Single <input type="checkbox"/>			
Nationality:	State/LGA:	Town:			
Residential Address:					
Telephone No:	Issue Date:	Expiry Date:			
Spouse Name:	Telephone No:	Email:			
Next of Kin:	Relationship	Tel.:	Email		
 <b>CHN: Do you opt for Direct Settlement into your bank account by CSCS?</b> YES <input type="checkbox"/> NO <input type="checkbox"/>					
Investment Objective:		Sources of Fund:			
Bank Account Details					
Account Name		Account Number			
BVN:	Bank Name:	Account Opening Date:			
Directors/Authorized Signatories (Please state Mandates as Appropriate)					
	Authorized Signatory - A	Authorized Signatory - B (Joint & Corporate)			
Name					
BVN					
NIN					
ID Type/No.					

Telephone		
Email		
Signature		
	<b>C. Signatory</b>	<b>D. Signatory (Joint/Estate/Corporate)</b>
Name		
BVN		
NIN		
ID Type/No.		
Tel./Email		
Signature		
<i>If this space is not enough for directors, take an extra paper and complete the information for other directors</i>		

## Risk Disclosure Statement

Planet Capital Limited (PCL) is registered with the Securities and Exchange Commission and the Nigerian Stock Exchange to carry on business as a broker-dealer. The Client should be aware that there are always significant risks involved when investing in securities in the capital market. Many unforeseen events such as various government policies, domestic and international political and economic events and other events of force majeure (acts of God, war, riot, urban unrest, terrorism), may cause sharp market and price fluctuations.

Generally, securities investments are only suitable for investors who fully understand and appreciate the risks involved. It is highly speculative, involves a high degree of risk and may result in the loss of the entire investment. Before deciding to trade equities, debt securities, Exchange Traded funds, or engage in securities borrowing or lending and/or other related ancillary or capital market operations you should carefully consider your objectives and risk appetite. Client/Customer should exercise particular care in evaluating the risks involved and must decide whether in the light of the risks, investment is appropriate.

This disclosure is not intended to be exhaustive and there may be other risks that are unknown while other risks, currently believed to be immaterial, could turn out to be material. The risk associated with one investment may differ from others and Customer should take into account risk in relation to a particular investment.

The Client should also note that the information contained in this notice may become outdated relatively quickly. You should not construe this risk disclosure statement as a business, legal, tax or accounting advice.

The Customer hereby acknowledges and accepts each of the risks listed herein and acknowledges and accepts that all of these risks could lead to the loss of the entire value of Customer's investments under this Agreement

### A. Risks associated with Securities Trading

**1. Overall investment risk** - All securities investments risk the loss of capital. Many unforeseeable events, including actions by various government agencies and domestic and international political and economic events and other events of force majeure, such as acts of God, and certain other events beyond reasonable control (e.g., war, riot, urban unrest, terrorism), may cause sharp market and price fluctuations.

**2. Market Liquidity** - Some of the listed securities in which the Client/Customer may invest may be traded in very low volumes. There is therefore the risk that investments may not be easily liquidated.

**3. Currency Risks** - The potential for profit or loss from transactions in foreign currency-denominated securities (traded locally or in other jurisdictions) will be affected by fluctuations in foreign exchange rates.

**4. Execution Risk** - We, ["PCL"], acting as a broker for the purchase, sale and/or investment in the Securities, may, on certain occasions, not be able to execute the purchase or sale or to undertake any action relating to the Securities in accordance with the investors' instruction. These occasions include, among other things, a situation where the market conditions are not favorable, the order cannot be matched, the laws and regulations of the Exchange or other competent authorities impose limitations, etc.

**5. Commission, Fees, Interest and Other Charges** - All regulatory fees, commissions, charges are as approved by the regulatory authorities. The Customer should obtain a clear explanation of all commissions, fees, interest and charges, and understand that these charges may affect the Customer's net profit (if any) or increase the Customer's loss. The Customer agrees that he/she will be liable for these charges (as may be amended from time to time).

**6. Settlement Risks** - The procedures for settlement, clearing and registration of security transactions can give rise to technical and practical problems. In other cases, inefficient systems may result in delayed delivery of securities.

**B. Risk associated with Debt Securities**

Debt Securities and Debt-linked investments offer fixed returns over a defined period and are intended to be held to maturity. These instruments carry a significant amount of risk such as credit, currency and liquidity risks. Credit risk in debt securities arises from default events that may result in the inability of the issuer to pay interest or principal. Default risk in debt securities is high when credit rating is non-investment grade or non-rated. In a default situation, the customer/buyer may lose both interest and principal.

Currency risk in debt securities arises from holding Debt Securities that are issued in foreign currency, hence exposing the buyer to fluctuations in exchange rate. There is a high chance that if the currency moves adversely, the customer/buyer may lose more than his original interest and principal.

**B. Risk of Margin trading (e.g., share margin financing)**

The risk of loss in financing a transaction by deposit of collateral may be significant. The Customer may sustain losses in excess of his/her cash and any other assets deposited as collateral. The Customer may be called upon at short notice to make additional margin deposits or interest payments. If required margin deposit or interest payment is not made within the prescribed time, the Customer's collateral or positions may be liquidated at a loss without prior notification to the Customer. The Customer should therefore carefully consider whether such a financing arrangement with the firm is suitable in light of your own financial position and investment objectives.

**D. Securities Borrowing and Lending**

When the Customer borrows securities, he/she will be required to deposit a required level of collateral. The Customer may be called upon at short notice to place additional deposits if the level of collateral is inadequate in relation to the market value of borrowed securities. If the required deposit is not made within the prescribed time, the firm may buy-back the borrowed securities without prior notification to the Customer. When the Customer lends securities to the firm, the Customer temporarily loses legal ownership rights to the securities but in place, has a right to claim equivalent securities and dividends.

**E. Risk relating to the investor's own investment**

Each decision by a customer to invest in the Securities is his/her own

independent decision. The firm is not acting as an advisor. Before making a decision to invest, the investors have confirmed that they have carefully studied and considered all information relating to the status, business, financial condition and operation of the company/entity issuing the Securities, including the underlying assets of or other information relating to the Securities in which the investors will invest, and other relevant factors relating to the investment such as political, economic, legal and regulatory conditions, as well as market conditions, demand, supply and price of the underlying goods of the Securities. As a result, the investors bear all risks from the investment and we have no fiduciary duty to the investors and no liability in connection with and are not responsible for any liabilities, claims, damages, losses, costs and expenses arising from such investment.

**F. Regulatory Risk**

PCL is subject to the various laws and/or regulations of the competent relevant regulatory authorities. Any legislative or regulatory changes may impact the functions of the broker/dealer. All transactions performed by PCL will be executed in accordance with the relevant rules and regulations and any that fall contrary to the existing regulatory framework may be nullified by the regulatory authorities.

**G. Non-Advisory Nature of Relationship**

Unless the Client has a specific agreement with ("PCL") for the provision of advisory services or fund management services, the Customer should note and accept that the relationship with PCL in relation to the Customer's securities and securities-related transactions is purely execution-only.

Whilst the firm will exercise all due care and skill at all times in the course of carrying out capital market services on behalf of the customer, all final investment decisions are taken by the customer and not the firm. The firm merely acts in a non-advisory capacity and executes orders on behalf of the customer unless otherwise specifically stated.

The Client hereby acknowledges and accepts each of the risks listed herein and acknowledges and accepts that all of these risks could lead to the loss of the entire value of Customer's investments under this Agreement.

## Terms & Conditions

I/We hereby request and authorize **Planet Capital Limited** to open an account in my/our name and at any time subsequently to open such further accounts as I/We may direct and in consideration, I/We understand and agree that:

- a. **Planet Capital Limited'** offices are open for business between the hours of 8 a.m. and 5 p.m. on each day that is designated a Business Day in Nigeria ("Business Day").
- b. Client advices and mandates should be sent physically to **Planet Capital Limited** at 3rd Floor, St. Peter's House, 3, Ajele Street, Lagos or such other office or offices as **Planet Capital Limited** may from time to time maintain elsewhere in Nigeria or via e-mail. The dedicated e-mail address for mandates is mandates@planetcapitaltd.com.
- c. Clients' mandates can also be given through secure on-line stockbroking account which can be accessed via: www.planetcapitaltd.com
- d. The daily transaction deadline for the receipt of stock mandates and/or amendments from clients is 10a.m. (Nigerian Time) of the Business Day on which such Mandate is to be executed.
- e. All amendment and/or cancellations can be sent through the means stated above but still subject to the timeline stated in (d).
- f. Mandates/amendments received on a day that is not a Business Day will be deemed to have been received on the Business Day immediately following the day of actual receipt.

- g. Where a mandate consists of a purchase instruction, it can only be processed if sufficient cleared funds are available to execute such an instruction and prevailing market conditions.
- h. **Planet Capital Limited** executes transactions based on the ruling market prices of stocks on The Nigerian Stock Exchange only.
- i. Valid mandates have an execution period of three (3) Business Days unless otherwise specified by the client after which they will be deemed to have expired.
- j. **Planet Capital Limited** shall re-coup the cost of conducting a search at the Corporate Affairs Commission on Limited Liability Companies who apply to open stockbroking accounts.
- k. The Client is liable to pay all applicable statutory charges on transactions executed on the floor of The Nigerian Stock Exchange as may be advised from time to time by the regulatory authorities. Please confirm the ruling charges from the Customer Service Officers or through the Customer Service lines listed elsewhere on this form.
- l. All other negotiated transactions consummated outside the floor of the stock exchange shall attract charges as will be specifically agreed between the parties in writing,

I/We the undersigned have read and are in agreement with the terms and conditions and the risk disclosure above.

.....  
(Signature & Date)

## Indemnity

I/We are fully aware that any buy and/or Sell Mandate for the trade of shares/stocks/bonds through our CENTRAL SECURITIES CLEARING SYSTEM LTD (CSCS) Account domiciled with the company shall be by Buy and/or Sell Mandate Form (as may be updated from time to time, by notice to customer) executed in accordance with the existing mandate.

I/We hereby acknowledge that the use of telephone, text messages (SMS), e-mail, letters (on letterhead or otherwise) or other unsecured means of communication to convey instructions for the trade of Shares/Stocks/Bonds or any other such instructions not backed by a duly executed Buy and/or Sell Mandate Form for the sale or purchase as the case may be of shares/stock/bonds on my account is associated with additional risks and fraud exposure;

I/We understand that it is my/our responsibility to keep my/our communication details (Username, Password) private and confidential to prevent unauthorized access to them and I/We will immediately notify Planet Capital Limited (the Company) should I/We detect a breach of these medium.

And whereas, I/We had issued in the past and still intend to further issue buy/sell mandates in the aforementioned forms otherwise than by a formal buy/sell mandate;

I/we understand that the Company is not required to verify the identity of the person giving instructions in my/our name provided the instructions are in line with my/our records with the Company.

The Company has requested and I/we have agreed to provide the Indemnity under the conditions herein contained:  
 NOW THEREFORE, I/We instruct the Company to accept and execute instructions and/or give effect to requests to buy or sell stocks on my behalf, including any other instruction relating to my/our account(s) on any of the services usually rendered by the Company to her clients, where such instructions and/or requests are given by any of the aforementioned means.

IN CONSIDERATION of the company accepting and acting upon any such instructions,

(The Company) as the beneficial owner of the investments communications and documents by telephone, e-mail, letters issued by me for the trade of shares/stocks/bonds and unaccompanied by a duly executed Buy and/or Sell Mandate Form, I/We hereby irrevocably undertake to indemnify the Company and hold it harmless from and against all costs (including without limitation to legal fees and expenses, claims, losses, liabilities, damages and proceedings) of whatsoever nature that the Company may suffer or incur or that may arise as a result of the Company accepting or acting upon such instructions, communication or documents and including risks due to errors in transaction, misunderstanding or error on the part of the Company regarding my identity.

I/We hereby irrevocably release the Company from all liability in the event that any telephone, text messages, e-mail or letter is not received, or is mutilated, altered, illegible or interrupted, duplicated, incomplete, unauthorized, or delayed for any reason.

The Company shall have absolute discretion, for any reason whatsoever, to act or not to act upon documentation received by facsimile, e-mail or letters or instructions received by telephone unaccompanied by my executed Buy and/or Sell Mandate Form and/or to request verification of documents and instructions received by such means.

Furthermore, I/We do hereby undertake that I/We shall at all times sufficiently indemnify the Company or any of its authorized representatives and keep you fully indemnified against all liabilities actions, suits, proceedings, claims, demand, cost and expenses of whatever nature, which may be taken or made against the Company or any of its authorized representatives or incurred or become payable by the Company or any of its authorized representatives by reason of your reliance on the information provided in this account opening package and signature sample therein.

## Data Protection Privacy

I/We hereby affirm that in line with the relevant laws on Data Protection in Nigeria, I/we consent to the collection and processing of my/our 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 myself and **Planet Capital Limited**. I/we affirm that I/we have the requisite capacity under the law to consent to the collection and processing of my/our personal data.

I/we affirm that I/we am/are aware and take cognizance of my/our rights under the relevant Data Protection Laws in Nigeria which include the right to request for access, amendment, rectification or cancellation or destruction of my/our personal data/information, the right to lodge complaint with the relevant authority as well as the right to object to the processing of my/our personal data.

I/we further consent to the processing of my/our personal data (within or outside Nigeria), including transfer of my/our 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.

### CONFIRMATION

I/We hereby confirm that I/We have read and agreed to be bound by the above terms and conditions and indemnity.

Name.....

Signature.....

Date.....

Signature.....  
 (For Corporate/Joint/Administrators)

Date.....

**For Official Use Only**

Anti-Money Laundering Risk Management

Does Client require tiered KYC requirements? YES  NO   
 If yes, Identify Clients Risk Category LOW  HIGH

**Is the Client**

	CATEGORY	YES	NO
A	A Politically Exposed Person		
B	Non-resident		
C	An SPV		
D	A Company with Nominee shareholders		
E	From/in Countries which are non-compliant to the FATF Recommendations		

If any of (a-e) is 'YES', the classification should be "High Risk". If judgmentally classified as "Low Risk", then give justification .....

Does Management concur with the "High Risk" assessment and opening the account subject to High Risk Management monitoring? YES  NO

**Additional Information for High Risk clients:**

Purpose of opening Account: .....  
 Source of Funds to operate Account: .....  
 Level of trading activity intended: .....  
 Ultimate Beneficial Owner: .....

**Management** ..... **Compliance Officer** .....  
*(Signature & Date)* *(Signature & Date)*

**Customer Address Verification**

Address Visited: .....  
 Comment on Location - Landmarks: .....  
 Colour of building: .....  
 Description of Building: .....  
 Full Name of Visiting Staff: ..... Signature & Date: .....

S/NO	DOCUMENTS OBTAINED	RECEIVED	DEFERRED
1	Completed Account Opening Form		
2	Identification of Signatory(ies) (a) International Passport (b) Drivers' License (c) National ID Card (NIMC) (d) Permanent Voter's Card		
3	Passport Photograph of Signatory(ies)		
4	Executed Stockbroking Agreement		
5	Resident Permit / CERPAC (for Foreigners resident in Nigeria)		
6	Executed indemnity for foreigners/non-Nigerian Residents		
7	Birth Certificate (for Minor)		
8	Request Letter for Account Opening from Signatory(ies) (Minor/Joint/Estate Account)		
9	Letters of Administration/Will (Estate Account)		
10	Newspaper Publication/Gazette (Estate Account)		
11	Public Utility Receipt (PUR)		
12	Copy of Certificate of Incorporation		
13	Copy of Certificate of Registration		
14	Copy of Memo & Articles		
15	Copy of Form CO2		
16	Copy of Form CO7		
17	Board Resolution & Signature Mandate letter		
18	Others (specify)		

**Deferral/Waiver of Documents Authorisation**

Requesting Officer: .....  
(Name) .....  
(Signature & Date)

Approved by Head STU: .....  
(Name) .....  
(Signature & Date)

Account created in CSCS by: .....  
(Name) .....  
(Signature & Date)

Account created in In-house Software by: .....  
(Name) .....  
(Signature & Date)

Documentation & Account Opening process checked by Compliance Unit

Name: .....  
.....  
(Signature & Date)



Planet Capital Limited (RC-986761)  
Licensed broker/dealer firm on the Nigerian Stock Exchange (NSE)  
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Website: [www.planetcapitaltd.com](http://www.planetcapitaltd.com)