# **FCSL** PHOENIX FUNDS

# ACCOUNT OPENING FORM (Corporate)

Please complete in BLOCK LETTERS

## **CUSTOMER DETAILS**

Company Name			
RC/ Registration Number		Date of Inc	
Place of Incorporation		Business Type	
Business Sector		Phone Number	
TIN		SCUML Number	
FAX Number		Legal Entity Type	
Website			
Email Address			
Office Address			
State		City	
Country		Annual Turnover	
Postal Address			
Contact Person			
Contact Person Address			
		Contectio Erecil Address	
Relationship with Contact		Contact's Email Address	
DANK ACCOUNT			
BANK ACCOUNT	JETAILS		
Bank Name		Bank Account Number	
Bank Account Name			
BVN			
INVESTMENT DET	AILS		
Services Required:	Phoenix Discretionary Phoenix Educational	Phoenix Dollar Phoe	enix Income 🦳 Phoenix Treasury 🦳 Phoenix Target
(Please tick as appropriate)	Portfolio (PDP) Plan (PEP)	Note (PDN) Note	(PIN) Portfolio (PTP) Account (PTA)
	(Investment Amount) (Investment Amount)	(Investment Amount) (Investme	nt Amount) (Investment Amount) (Investment Amount)
	"It is advisable to consult your financial advisor, accountant and/or solicitor to ensure proper	inderstanding of the investment before subscribing to	
			o any of our funds.
Total Investment Amount:		If Others, please state	any of our funds.
Total Investment Amount: Referral Code:		1	any of our funds.
Referral Code:		1	any of our funds.
		1	any of our funds.
Referral Code:	DATE	If Others, please state	any of our funds.
Referral Code:		1	any of our funds.
Referral Code:	DATE	If Others, please state	any of our funds.
Referral Code:		If Others, please state	
Referral Code:	DATE	If Others, please state	Attach Passport
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Referral Code:	DATE	If Others, please state	Attach Passport
Referral Code: SIGNATORY MANI	DATE	If Others, please state	Attach Passport
Referral Code: SIGNATORY MANI Signatory (1) First Name	DATE	If Others, please state	Attach Passport
Referral Code: SIGNATORY MANN Signatory (1) First Name Other Name	DATE	If Others, please state SOLE SIGNATORY Signatory (2) First Name Other Name	Attach Passport
Referral Code: SIGNATORY MANI Signatory (1) First Name Other Name Surname	DATE	If Others, please state SOLE SIGNATORY Signatory (2) First Name Other Name Surname	Attach Passport
Referral Code: SIGNATORY MANN Signatory (1) First Name Other Name Date of Birth Class of Signatory	DATE	If Others, please state SOLE SIGNATORY Signatory (2) First Name Other Name Date of Birth Class of Signatory	Attach Passport
Referral Code: SIGNATORY MANI Signatory (1) First Name Other Name Surname Date of Birth	DATE	If Others, please state	Attach Passport Photograph
Referral Code: SIGNATORY MANN Signatory (1) First Name Other Name Other Name Date of Birth Class of Signatory Residential address	DATE	If Others, please state	Attach Passport Photograph
Referral Code: SIGNATORY MANN Signatory (1) First Name Other Name Other Name Date of Birth Class of Signatory Residential address Occupation	DATE	If Others, please state	Attach Passport Photograph
Referral Code: SIGNATORY MANN Signatory (1) First Name Other Name Other Name Date of Birth Class of Signatory Residential address	DATE	If Others, please state         SOLE SIGNATORY         Signatory (2)         First Name         Other Name         Surname         Date of Birth         Class of Signatory         Residential address         Occupation         Email Address	Attach Passport Photograph
Referral Code: SIGNATORY MANN Signatory (1) First Name Other Name Other Name Date of Birth Class of Signatory Residential address Occupation Email Address ID Card type	DATE	If Others, please state         SOLE SIGNATORY         Signatory (2)         First Name         Other Name         Surname         Date of Birth         Class of Signatory         Residential address         Occupation         Email Address         ID Card type	Attach Passport Photograph
Referral Code: SIGNATORY MANN Signatory (1) First Name Other Name Other Name Date of Birth Class of Signatory Residential address	DATE	If Others, please state         SOLE SIGNATORY         Signatory (2)         First Name         Other Name         Surname         Date of Birth         Class of Signatory         Residential address         Occupation         Email Address	Attach Passport Photograph
Referral Code: SIGNATORY MANN Signatory (1) First Name Other Name Other Name Date of Birth Class of Signatory Residential address Occupation Email Address ID Card type		If Others, please state         SOLE SIGNATORY         Signatory (2)         First Name         Other Name         Surname         Date of Birth         Class of Signatory         Residential address         Occupation         Email Address         ID Card type	
Referral Code: SIGNATORY MANN Signatory (1) First Name Other Name Other Name Date of Birth Class of Signatory Residential address Occupation Email Address ID Card type ID Card number	DATE	If Others, please state         SOLE SIGNATORY         Signatory (2)         First Name         Other Name         Surname         Date of Birth         Class of Signatory         Residential address         Occupation         Email Address         ID Card type         ID Card number	Attach Passport Photograph
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Referral Code: SIGNATORY MANNE Signatory (1) First Name Other Name Other Name Other Name Date of Birth Class of Signatory Residential address iD Card type ID Card number BVN		If Others, please state         SOLE SIGNATORY         Signatory (2)         First Name         Other Name         Surname         Date of Birth         Class of Signatory         Residential address         Occupation         Email Address         ID Card type         ID Card number         BVN	
Referral Code: SIGNATORY MANNE SIGNATORY MANNE Signatory (1) First Name Other Name Other Name Other Name Date of Birth Class of Signatory Class of Signatory Residential address Coccupation Email Address ID Card type ID Card number Mobile Number BVN National ID Card No (NIMC)	DATE         EITHER TO SIGN       BOTH TO SIGN         Attach         Passport         Photograph	If Others, please state         SOLE SIGNATORY         Signatory (2)         First Name         Other Name         Other Name         Date of Birth         Class of Signatory         Residential address         Occupation         Email Address         ID Card type         ID Card number         BVN         National ID Card No (NIMC)	
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CUSTOMER NAME	DATE	SIGNATURE

Please ensure two authorised signatories execute, state their designation.

# DIRECTORS' DETAILS

		Attach Passport Photograph			Attach Passport Photograph
Director(1)			Director(2)		
First Name			First Name		
Other Name			Other Name		
Surname			Surname		
Date of Birth			Date of Birth		
Class of Signatory			Class of Signatory		
Residential address	Şir Clas A digratoria, îndivînde tişiring axhordy'li permîted, wherea for Clas B signatoria, joint signing axho	rhy Is required)	Residential address	(Far Class A signatories, individual signing authority is permitted, whereas for Class B signatories, joint signing authority	rity is required)
Occupation			Occupation		
Email Address			Email Address		
ID Card type			ID Card type		
ID Card number			ID Card number		
			]		
	( Issue date ) (	Expiry date		( Issue date ) (	Expiry date )
Mobile Number			Mobile Number		
BVN			BVN		
National ID Card No (NIMC)			National ID Card No (NIMC)		
Are you a PEP?	YES NO		Are you a PEP?	YES NO	
If Yes, give details			If Yes, give details		
Politically Exposed Person (PEP) is someone who is or has been Politicians, Military Officers, Senior Executive Officers of State C	entrusted with a prominent public position or function (e.g. President/Head of G wmed Parastatats, Political Party Officials, etc) in Nigeria or foreign countries incl	overnment, Governor, Government Officials, uding family members or close associates.	, Politically Exposed Person (PEP) is someone who is or has bee Politicans, Military Officers, Senior Executive Officers of State	en entrusted with a prominent public position or function (e.g President/Head of G Owned Parastatals, Political Party Officials, etc) in Nigeria or foreign countries inch	overnment, Governor, Government Officials, uding family members or close associates.
HOW DID YOU HEA	AR ABOUT US?				
Online/Website	etworking/Referral Radio	Billboard	Newspaper AD SMS	TV Sponsored Ev	vent
Campaign Promo	vestment Rep Social Medi	a Direct M	farketing Mail/Email Others (	(Please Specify)	
INVESTMENT OBJ	ECTIVE				
Capital Preservation	Income Income & Growth	Growth			
CHECKLIST OF REC	QUIREMENTS - (For Official	Use)			
Memorandum and articles of as	sociation Form CAC 7 F	orm CAC 2	Status Report Certificate o	f incorporation/registration Boa	rd Resolution
Company Utility bill: PHCN/Was	te disposal/Tenancy agreement	Utility Bill of Signator	ries SCUML Certificate of Reg	gistration Utility Bill of Directors	

## CLIENT SERVICES AGREEMENT

\_, year \_ This Client Services Agreement is made this \_\_\_\_\_ day of \_\_\_\_ BETWEEN

(name of Clie nt ) of (address) hereinafter referred to as "the Client" which expression shall where the context so admits includes his/her/its -title, representatives, heirs, and assigns) of the one part.

AND

FCSL Phoenix Funds Limited a Company incorporated under the laws of the Federal Republic of Nigeria with RC Number 1806589 and having its registered office at No. 15 Ribadu Road, Lagos, Nigeria (hereinafter called "FCSL Phoenix" which expression shall where the context so admits includes its uccessors-in-lite, legal representatives and assigns) of the other part.

### WHEREAS

The Client wishes to open an Investment Account (the account) on its behalf. FCSL Phoenix is willing to establish such an investment/fund management relationship with the Client under the terms and conditions set forth herein.

NOW IT IS HEREBY MUTUALLY AGREED as follows

Account Opening: We/l authorise the Company to open an account in our/my legal name and to conduct all necessary Know Your Customer (KYC) checks in compliance with regulatory standards prior to opening the account and as may be required.

### 2. Electronic Transaction

- transition of FCSL Phoenix (company) accepting to honour and act upon instructions communicated to the company via letters, one (MSA and WhatsApp messages), Emails, or other electronic means of communication, well hereby state and declare as follows: That the company is authorised to accept and act upon any document, instructions, or mandate (which may include funds transfer) communicated by way of letters, telephone (SMS and WhatsApp messages), Email, or any other electronic means. Well, being aware that investment in the capital market is high risk and volatile hereby undertake not to hold the company liable well, being aware that investment in the capital market is high risk and volatile hereby undertake not to hold the company liable and indemnify the company against any direct, indicent, incidental, special, or consequential damage/loss which may occur as a result of the company against any direct, indicent, incidental, special, or consequential damage/loss which may occur as a result of the company against any direct, indicent, incidental, special, or document gives to the company scription or any on such instructions, mandate or document gives as a result of the company acting on any instruction/mandate communicated by us/me. We baove-mentioned means.
  In addition to the foregoing, well hereby irrevocably release the company from any liability that may arise as a result of the company or thereking/cancelling or otherwise contradicting a previous instruction or mandate sent by us/me, Well further release the company from any liability that may arise as a result of the above-listed means.
- above-listed means of communication is interrupted, incomplete, replicated, delayed, changed, altered, illegible, or otherwise multilated for any reason. The company reserves the right to exercise its discretion in determining whether or not to act on any communication or instruction received from us/me by letter, messages, Email, or any other electronic means provided the decision of the company not to so act is communicated to us/me by the company. Furthermore, the company reserves the right to request verification of instructions received. We/n hereby approve all that the company does on our/my behalf by virtue of the instructions/mandate communicated to the company provided that the company does on our/my behalf by virtue of the instructions/mandate communicated to the company provided that the company does on our/my behalf by virtue of the instructions/mandate communicated to the We/n agree that a delay or omission from the company in exercising any right or remedy in respect of this indemnity shall not be interpreted as a waiver of the right. The rights and remedies contained in this indemnity are cumulative and not exclusive of any right or remedy provided by the law.

- Access to Online Withdrawal Services
   The online withdrawal service enables Clients to redeem their investments over the electronic platform provided by FCSL Phoenix. For Joint
   account holders: Please note that by executing this form, you have both given consent to FCSL Phoenix to effect:

   all withdrawal requests initiated by either party via the electronic platform
   the transfer of online withdrawal to be ank account details provided on this form without further recourse to any of the joint
   account holders. For this purpose, the bank account details provided on this form without further recourse to any of the joint
   account holders. For this purpose, the bank account details stability of these. Please note that online withdrawal is processed within
   two (2) business days; and
   where this investment is used as collateral securing a facility/loan by either of the joint account holders, a lien would be placed on
   the account as stated in the confirmed accepted facility/loan offer letter without further recourse to any of the joint account
   holders

### 3. Safe Operation of Account

- e/l agree to safely operate the account #/l agree to assume full responsibility and ensure safe custody of all print and electronic correspondence issued to/or by FCSL
- We/A agree to assume full responsibility and ensure sare costory or an prima and become correspondence issue to your your or how any non-We/A agree to notify FCSL Phoenix immediately whenever We/I know or have any reason to suspect that an unauthorised person has access to any print or electronic correspondence issued to or by FCSL Phoenix regarding the account. We/I agree to indemnify FCSL Phoenix against any loss, damage, or liability resulting from my/our non-compliance to the above.
- d

### 4. Instructions We/I authorise FCSL Phoenix to honor all written instructions issued on the Account provided such orders are executed in accordance with the Account manda

### We/I agree that FCSL Phoenix may refuse to act on an instruction if:

It doubts the authenticity of the instruction or does not consider it to be sufficiently clear. It believes that doing so might cause a breach of any law, regulation, code, order, or contractual obligation binding on FCSL Phoenix and us/l.

5. Third-Party Enquiries We/A agree and authorise FCSL Phoenix without reservation to make third-party enquiries about my person or business now or at any time in the future prior to considering any request of mine for investment services or credit facilities. I further agree and authorise FCSL Phoenix without reservation to make third-party enquiries about my persor/business now or at any time in the future in order to satisfy all required Know Your Customer ("KYC") obligations statutorily required from time to time from Financial Institutions in the Federal Republic of Nigeria

6. Variation We/a grave that FCSL Phoenix in its sole discretion may at any time suspend or vary the terms and conditions of the operation of the Account, FCSL Phoenix will however promptly notify us/me of any suspension of service, changes regarding the operation of the Ac of applicable charges and tariffs payable by us/me.

7. Law The terms and conditions agreed between me/our organisation and FCSL Phoenix shall be read and interpreted in accordance with the laws of the Federal Republic of Nigeria.

8. Termination It is agreed that FCSL Phoenix shall terminate the operation of the Account upon receipt of any written instruction. Either we/l or FCSL Phoenix may terminate the operation of the Account upon receipt of 72 hours prior written notice.

### 9. Privacy and Data Protection

9. Privacy and Data Protection
 You consent to us collecting your personal information from you and where lawful and reasonable, from public sources for credit, fraud, and compliance purposes, as well as the purposes set out below.
 If you give us Personal Information about or on behalf of another person (including, but not limited to, account signatories, shareholders, principal executive officers, trustees, and beneficiaries), you confirm that you are authorised to: (a) give us the Personal Information; (b) consent on their behalf to the Processing of their personal information; (c) consent on their behalf to the Processing of their personal information; (c) consent on their behalf.
 10. You consent to us processing you personal information:
 to provide products and services to you in terms of this agreement and any other products and services for which you may apply
 to carry out statistical and other/thy potential markets and trends, evaluate and improve our busines; (this includes improving existing and developing new products and services are provided. These countries may not have the same data protection laws as the country where the products or services are provided. Where we can, we will ask the receiving party to agree to our privacy policies are provided. Where we can, we will ask the receiving party to agree to any privacy policies are provided. Where we can, we will ask the accuming the country where the products or services are provided. Where we can, we will ask the accumption products where the products or services are provided. Where we can, we will ask the accumption party outprivacy policies are provided. We ask people who provide services to us to agree to our privacy policies are provided. We ask people who provide services to us or agree to our privacy policies if they need access to any Personal Information to carry out their services, and within the Group.
 Nou consent to the processing of personal and t

request

### 10. Consent

We/I understand that as part of FCSL Phoenix services, the Company would like to give us/me information about products and services offered by FCSL. We/I consent that FCSL Phoenix may;

Send other companies' products, services, and special offers to us/me. Contact me for research purposes Market products, services, and special offers to us/me. Share our/my personal information within FCSL for marketing purposes, and that FCSL may then market its products, services, and special offers to us/me.

### 11. Contact

We/i agree that FCSL Phoenix will use the address and any other information provided on the Account documentation to contact us/me We/i agree to immediately inform FCSL Phoenix of any changes or additions to those details. All notices and correspondences required be provided by FCSL Phoenix to me will be forwarded to the provided address and or email until FCSL Phoenix receives a written notification of any change of address or email. uired to

### 12. Customer Know Your Customer (KYC) Policy

We/I acknowledge and accept that the following KYC documentation has been provided, (or will be provided prior to updating the Account) to our/my relationship manager or other representative of FCSL Phoenix:

- Duly completed and executed account update form (ensuring to fill out all parts of the form and writing non-applicable where necessary):

- necessary); One (1) clear passport-size photograph with full name and signature clearly written on the reverse side; A sighted, Notarised, or Certified copy of the means of identification; A sighted, Notarised, or Certified copy of the proof of residential address/ letter of introduction from a relevant Diplomatic Mission/ International Organization certifying the accredited status of the potential client; A sighted, Notarised, or Certified copy of the valid residence permit of a resident non-Nigerian.

12.1 We/l understand and agree that if ALL of the relevant and applicable KYC documents indicated above together with the duly completed and signed application form are not provided to FCSL Phoenix after six (6) months of the receipt of payment by client, FCSL Phoenix shall:

In the case of payments made electronically into FCSL Phoenix Account (s), return all funds paid into its account (s) into the same account fom which the funds criginated without any obligation to pay any interest? rental income on the funds returned; and V/We shall not hold FCSL Phoenix liable for any diminution, loss of interest or transfer charges in the event that my/our funds are returned.

ii. In the case of payments made by cheque or cash deposits over the counter, issue cheques in the name of the issuer of the cheque, or the name of the depositor (where the depositor is the client or person intending to open an account) as the case may be, which cheque shall be retained in FCSL Phoenix possesion until picked up by me.

12.2 We/I understand and agree that no account shall be opened where incomplete KYC documentation has been provided by me. For the avoidance of doubt, the Account shall only be opened, upon receipt of COMPLETE KYC documentation.

13. Fees and Charges We/l agree that FCSL Phoenix shall set-off against the account any pre-advised charge(s), tariff (s), deductions, or costs associated with the operation of the account by me.

13.1 The fees chargeable by FCSL Phoenix and payable by Client are as set out in the individual product paper

14. Indemnity for Third-Party Instruments We/l agree that in consideration of FCSL Phoenix issuing or accepting third-party Bank cheques, bank drafts, and/or other negotiable instrumen from time to time, We/l hereby invervcably undertake to fully indemnify FCSL Phoenix against all losses, expenses, cost, damages or otherwise, that may occur as a result of the issuance or acceptance of the said third-party cheques, drafts and/ or negotiable instrument.

### 15. Right of Set-off

We/i agree that in addition to any general lien or similar right to which FCSL Phoenix may be entitled by law, FCSL Phoenix may at any time and without prior notice to me combine or consolidate all or any of my accounts without liabilities to FCSL Phoenix or any other account or in any other respect whether such liabilities be actual or contingent, primary or collateral and several or joint.

16. Liability clause in respect of default by the Fund / Portfolio Manager To the fullest extent permitted by the law, and notwithstanding any other provision of this Agreement, the FCSL Phoenix is prohibited from discialining responsibility for losses of investments due to breach of the terms of this agreement, fraud, badf faith, gross negligence, or willful default arising from its acts or omission or those of its agents appointed by it in the course of performing its services to the Client. The Client shall indemnify and save harmless the Fund/Portfolio Manager from and against any and all claims, liabilities, damages, losses, costs, and expenses, that are incurred by the Fund/Portfolio Manager in the course of carrying out its responsibilities bereunder, provided that it shall be entitled to indemnification hereunder only if it acted in good faith and in a manner reasonably believed to be in the best interests of the Client.

17. Investment Risk Warning We/l agree that FCSL Phoenix shall have no responsibility or any liability to me for any diminution of my investment due to any future governmental order, levy, law, tax, embargo, moratorium imposts or depreciation of funds due to inflation or the unavailability of funds due to exchange restrictions on convertibility, regulsitions, involuntary transfers, selzure of any character, exercise of military or usurped powers, or other similar causes beyond the control of FCSL Phoenix and that any or all funds standing to the credit of the account will be payable only in such local currencies as may then be as in circulation in the Federal Republic of Nigeria.

17.1 We/l by entering into this agreement hereby understand(s) the risks inherent in an investment of this nature and that the value of investments may fall as well as rise and the past performance of investments is not a guide to future performance.

18. Acceptable Funds Transfer Instructions We/l agree that all instructions on the account shall be duly signed according to the account mandate. We/l hereby acknowledge that the use of facsimile, unlested telexes, photocopied letters, electronic mails (on the letterhead or otherwise) or other unsecured means of communication to convey instructions for funds transfer of any or any other such instructions not backed by a duly signed original letter from me, whatever the case may be, is associated with additional risks of fraud exposure.

We/I shall execute an indemnity form in consideration of FCSL Phoenix agreeing to accept and act upon any such instructions, communication, and documents by facsimile, untested telexes, electronic mails, or photocopied letters issued according to the account mandate unaccompanied by an original copy of my duly signed letter, irrevocably undertaking to indemnify FCSL Phoenix and hold it harmless from and against all cost (including but without limitation to legal fees and expenses, claims, losses, labilities and damages.

FCSL Phoenix shall have absolute in considering to act or not to act upon documentation received by facsimile, untested telex, electronic mail or photocopied letter unaccompanied by a duly signed original copy of a letter issued by me and / or to request verification of documents received by such means.

### 19. Disruption of Service

We/I agree that FCSL Phoenix shall have no liability for failure to provide any agreed services due to reasons beyond its reasonable control. These reasons include but are not limited to industrial action, riots, civil commotion, political unrest, armed insurrection or pandemic.

20. Regulatory Discionar. We/i agree and authorise FCSL Phoenix to disclose any or all of its information in compliance with any regulatory disclosure obligations statutorily imposed from time to time on Financial Institutions operating in the Federal Republic of Nigeria.

21. Other Terms and Conditions The other terms and conditions as it relate to investment objective, risk profile, and performance benchmark is as set out in the product papers. DECLARATION

- We/h hereby declare that I am of legal age That the information I have given is correct to the best of my knowledge and belief, and I will inform FCSL Phoenix Funds Limited of any change in the information given in this form within 20 working days of such change. We/h hereby affirm that the funds and sources of all funds and or assets are legitimate and not directly or indirectly the proceeds of any
- iii iv
- We/h hereby affirm that the funds and sources of an innes and or assessed as a second and and a divide the unlawful activity. We/h understand that as with stock market investments, the value of my/our investment(s) in equity-based funds may go up or down and that past performance. In other ecessarily an indication of future performance. We/h agree to conform with the minimum holding period(s) of the investments, failing which I accept any loss, cost and charge that may arise as a result of my/our premature redemption. That the Fund Certificate/Statement in respect of this investment may be sent by email, at my/our risk, to the address given above. To be bound by the Terms and Conditions contained herein.
- vi. vii

NB: Kindly read the product paper of your intended fund(s) before executing this agreement

Signed by the within-named Fund Manager, FCSL Phoenix Funds Limited:

Check that all sections of the form have been completed accurately.

Fund Account Name	Asset Allocation	Minimum Initial Investment	Additional Investment	Minimum Holding Period
Phoenix Discretionary Investment	Equities, bonds & other Fixed Income instruments	N50,000,000	Allowed	12 months
Phoenix Educational Plan	100% in money market instruments	Silver Plan (naira)- N250,000 Gold Plan (naira)- 3,000,000 Silver Plan (dollar)- \$5,000 Gold Plan (dollar) -\$20,000	Allowed	12 months
Phoenix Dollar Note	100% Fixed Income instruments	\$5,000	\$100	180days
Phoenix Income Note	100% in Money Market Instruments	N100,000		30 days
Phoenix Target Account	100% money market instruments	N500,000		180 days
Phoenix Treasury Portfolio	100% treasury bill	N1,000,000		91days

In witness of which the parties hereto have executed this Agreement the day and year first above written.

By the within-named Client

### Name

### Signature:

Date:

# Date: Name

Signature:

Signature:

Date:

Date: