



## INVESTMENT MANAGEMENT ACCOUNT OPENING FORM CLIENT SERVICES AGREEMENT

Affix Passport  
Photograph

### ACCOUNT TYPE

(Please tick as appropriate) Individual ☐ Minor ☐

Surname

First Name

Other Name

Gender

Marital Status

Title

 

Date of Birth (DD/MM/YYYY)

Nationality

State of Origin

Means of Identification: Drivers License ☐ Intl. Passport ☐ National ID ☐ Voter's Card ☐ Tax Card ☒

Residential Permit Number

ID Number

Issue Date

Expiry Date

### CUSTOMER INFORMATION

Phone Number 1

Phone Number 2

Email Address

Residential Address

Postal Address

### EMPLOYMENT INFORMATION

Occupation

Self Employed (nature of business)

Retiree

Business/Employer's name



Business/EmployerAddress

Business/Employer's Phone Number

## FINANCIAL INFORMATION

Source of income/Expected source of fund

Bank A/C Number

Bank A/C Name

BVN

Bank Account Type

Bank name

NIN

## NEXT OF KIN INFORMATION

Surname

First Name

Other Name

Gender

☐ F☐ M

Relationship

Email Address

Phone Number

Residential Address

## INVESTMENT ON BEHALF OF MINOR *(Persons under 18years)*

Surname

First Name

Other Name

Gender

☐ F☐ M

Relationship

Email Address

Phone Number

Residential Address



Please indicate if you are a Politically Exposed Person (PEP) or related/affiliated to a PEP. Yes: ☐ No: ☐

Politically Exposed Persons are persons who are or have been (in the past) entrusted with a prominent public function (e.g. Heads of State or Local Governments, governors, senior politicians, senior government officials, senior judicial or military officials, senior executives of state owned corporations, important political party officials, members of royal families etc.)

**Investment Type** (Tick as appropriate): 1) Fixed Rate Investment ☐ 2) Other Investment ☐

**Tenor** (Please indicate):

**At Maturity** (you will be notified before maturity date. Please Tick as appropriate):

Roll Over ☐ Pay Principal + Interest ☐ Pay Interest and Reinvest Capital ☐

Risk Tolerance: Low ☐ Moderate ☐ High ☐

Client's Signature: \_\_\_\_\_ Client's Date: \_\_\_\_\_

#### INDIVIDUAL ACCOUNT CLIENT

| Full Name of Signatory | Residential Address | Email Address | Phone Number | Signature |
|------------------------|---------------------|---------------|--------------|-----------|
|                        |                     |               |              |           |
|                        |                     |               |              |           |
|                        |                     |               |              |           |
|                        |                     |               |              |           |

Affix passport photo- (please write name at the back of the photo)



Mandate Signing instruction (for Joint A/C only):

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Checklist of Document & Forms Attached to the Application

| S/N | Document/Forms attached                                                                         | Yes | No | Weave |
|-----|-------------------------------------------------------------------------------------------------|-----|----|-------|
| 1   | One Passport photograph for each signatory                                                      |     |    |       |
| 2   | Notarized Resident Permit for Non-Nigerians                                                     |     |    |       |
| 3   | Valid means of Identification (Driver's license, Voter's Card NIN, International Passport etc.) |     |    |       |
| 4   | Proof of Address (Utility bills)                                                                |     |    |       |
| 5   | Board Resolution/Mandate letter/Approval                                                        |     |    |       |
| 6   | Certificate of Incorporation                                                                    |     |    |       |
| 7   | Certified True Copy (CTC) of Form CAC 2 & 7                                                     |     |    |       |
| 8   | Certified True Copy (CTC) of Memorandum & Article of Association                                |     |    |       |
| 9   | Latest annual accounts and report of the company                                                |     |    |       |
| 10  | Tax Identification Number                                                                       |     |    |       |
| 11  | Notarized copy of SCUML certificate (where applicable)                                          |     |    |       |

FOR OFFICIAL USE ONLY

Remarks: \_\_\_\_\_

Relationship Manager: \_\_\_\_\_ Signature/ Date: \_\_\_\_\_

Approving Manager: \_\_\_\_\_ Signature/ Date: \_\_\_\_\_

## **TERMS AND CONDITIONS**

These terms and conditions apply to and regulate the provision of services and operations of account of and all Networth Portfolio and Asset Management Limited Investment Accounts. These Terms and Conditions, together with any other agreement or opening Form set out the terms governing the relationship of Networth Portfolio and Asset Management Limited.

### **1. ACCOUNT OPENING**

- a. The client has irrevocably requested and Networth Portfolio and Asset Management Limited has agreed to open an account on behalf of the client.
- b. In opening an Account with Networth Portfolio and Asset Management Limited, the Client agrees to provide true, accurate, current, and complete information about the client as indicated in the opening form. If any information provided is untrue, inaccurate, not current, or incomplete, Networth Portfolio and Asset Management Limited has the right to request more details or not to process the Client application or open the account.
- c. The client further agrees that the account opening will be subject to the Networth Portfolio and Asset Management Limited's processes, KYC, and reviews which may require the Client to provide further confirmation or documents.
- d. Networth Portfolio and Asset Management Limited reserves the right to accept or reject the Client's application and not open the client.

### **2. ACCOUNT OPERATION**

- a. The client agrees that the operation of the Account is subject to compliance with and by Networth Portfolio and Asset Management Limited with all laws, regulations administrative rules, and orders which may from time to time be authorized by the relevant and regulatory authorities in Nigeria.
- b. The Client further agrees and takes full responsibility for the safe custody of all print and electronic correspondence issued to/or by Networth Portfolio and

Asset Management Limited regarding the Account;

- c. The details or mode of operations of the account shall not be disclosed to any third party. The client agrees to immediately notify Networth Portfolio and Asset Management Limited whenever he/she knows or has any reason to suspect that an unauthorized person has access to or is likely to have had access to any print or electronic correspondence issued to or by Networth Portfolio and Asset Management Limited regarding the Account.

### **3. INSTRUCTIONS**

- a. The client shall be responsible always for instructions issued to Networth Portfolio and Asset Management Limited concerning the Account. Networth Portfolio and Asset Management Limited shall not honour any instruction from an undisclosed or unauthorized person, different from the mandate about the account.
- b. Where any instruction is given to the Account, Networth Portfolio and Asset Management Limited may refuse to act on the account, Networth Portfolio, and Asset Management Limited may refuse to act on any of such instructions if:
  - i. It doubts the authenticity of the instructions or does not consider it to be sufficiently clear; and/or
  - ii. It believes that doing so might cause a breach of any law, regulation, code, order, or contractual obligation binding on Networth Portfolio and Asset Management Limited or the client.

### **4. Investment RISK**

- a. Networth Portfolio and Asset Management Limited have no responsibility or any liability to the client for any diminution of the client's investment due to any future governmental order, levy, tax, law, embargo, moratorium, or imposts or depreciation in the value of funds due of inflation.

### **5. RESTRICTION OF LIABILITY**

The Client understands and acknowledges that

electronic mail, facsimile, and verbal communication are insecure transmission media. Where such instructions are given via such media, the Client undertakes to indemnify Networth Portfolio and Asset Management Limited in full for any loss it may suffer or incur

c. The Client agrees to indemnify Networth Portfolio and Asset Management Limited against any loss, damage or liability resulting from his/her non-compliance to the above.

d. Networth Portfolio and Asset Management Limited shall not be liable for any loss or damages sustained by the Client because of the operation of the investment provided such loss or damages was not caused or facilitated by Networth Portfolio and Asset Management Limited or any of its staff action on its intrusion.

## **6.REGULATORY DISCLOSURE**

As obligated by regulatory bodies, Networth Portfolio and Asset Management Limited shall disclose any or all information whatsoever relating to the Client's personal data, accounts, transactions, or dealings with Networth Portfolio and Asset Management Limited in compliance with any governmental, statutory, judicial, or quasi-judicial authority or any agent or contractor engaged to perform services for Networth Portfolio and Asset Management Limited's benefit and regulatory disclosure obligations statutorily imposed from time to time on financial institutions operating in the Federal Republic of Nigeria.

## **7.PAYMENT ON INVESTMENT**

Payment will only be made directly to the client's nominated accounts as advised to the Networth Portfolio and Asset Management Limited in writing. Redemption proceeds will be credited to the Client's nominated bank account within three (3) to five (5) working days.

## **8.STATEMENTS**

Networth Portfolio and Asset Management Limited will only provide periodic electronic statements of account,

except otherwise stated by the client in the frequency and medium selected by the client. The statement will show the client's outstanding balance and where applicable the minimum repayment owing to Networth Portfolio and Asset Management Limited and the date by which it is made.

## **9.INFORMATION**

The client authorizes and consents to all lawful access, use, or disclosure of its details in the application by Networth Portfolio and Asset Management Limited which may include but shall not be limited to purposes necessary to promote or sustain the business of Networth Portfolio and Asset Management Limited and the client waives any claim the Client may have against Networth Portfolio and Asset Management Limited arising from any such access, use or disclosure.

## **10.FORCE MAJEURE**

Networth Portfolio and Asset Management Limited will not be liable for any failure to perform our obligations herein caused by reasons beyond its control or resulting directly or indirectly from the action or inaction of the government authority, regulatory body, riot, strike, boycott, blockage, act of God, revolution, civil strike, change in legislation or extreme change in market conditions.

## **11.NOTICES**

Parties may communicate with the other Party by sending notices, Messages, Alerts, and statements about this agreement in the following manner:

- i. To the most recent physical address of the party; or
- ii. By delivery to any email address provided during the Account opening and application processes; or
- iii. By delivery of an SMS to any mobile telephone number the client has provided to Networth Portfolio and Asset Management Limited.

## **12. PERSONAL DATA**

a. Personal data is all the information that directly or indirectly may refer to the Client which he/she has

provided to Networth Portfolio and Asset Management Limited in the course of this agreement. Such includes Contact Information [name, title, address, email address, mobile number, etc] Date of birth, Employment information [name, address, phone number, and email address of employee], Financial information [information about the client's income and any charges where available].

Protecting the Client's privacy is very important to us. We, where necessary, will provide a simplified Service to simplify the process. We will process the personal data for confirming the Client's identity, administering the customer Relationship, preventing misuse or improper use of our service, preventing money laundering,

### **13.AUTHORISATION/INDEMNITY FOR FACISIMILE /EMAIL/MESSAGES/ORAL INSTRUCTION**

The Client understands and acknowledges that electronic mail, facsimile, and verbal communication media, where the client advises Networth Portfolio and Asset Management Limited to accept instructions in such manner shall, however, undertake to indemnify Networth Portfolio and Asset Management Limited in any full loss it may suffer or incur because of its honouring letters, electronic mails, facsimile or verbal instructions, irrespective of whether same are erroneous, fraudulent or issued otherwise than following the mandate for an account and which bears or purports to bear the facsimile or electronic mail signatures of the person whose specimen signatures have been provided to Networth Portfolio and Asset Management Limited by the client. Networth Portfolio and Asset Management Limited is hereby authorized to honour and debit account for and all payment instructions/confirmations issued or provided by the client using a pre-agreed format for same which may include but is not limited to oral or written instructions/confirmation and where given orally such oral instructions may if previously agreed to involve the use of specific password(s) and when given in writing

may be by letter, facsimile or electronically mail. Networth Portfolio and Asset Management Limited shall have absolute discretion, for any reason whatsoever, to act and 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 the client and/or to request verification of documents received by such means.

### **14.PRIVACY POLICY**

Networth Portfolio and Asset Management Limited may amend this policy from time to time. If we make any substantial changes in the way that we use the personal information of any client, we will notify the Client by posting a prominent notice on our website or sending a direct message to the client.

### **15. INFORMATION SHARING AND DISCLOSURE**

Networth Portfolio and Asset Management Limited will not share the Client's personally identifiable information with anyone. However, Networth Portfolio and Asset Management Limited may share such information with third parties only on a "Need basis" such as when:

- a.We have the Client's personally identifiable information;
- b.The law requires it of us;
- c.We respond to court orders or legal processes; or
- d.We find that the Client's actions violates any part of the Networth Portfolio and Asset Management Limited Privacy Policy

### **16.VARIATION**

Networth Portfolio and Asset Management Limited may, at its discretion, vary change, extend or withdraw any of the terms and conditions from time to time with or without notice to the client. No such variance and no agreement inconsistent therewith will be of any force or effect unless it is recorded in writing and signed by parties.

## **17.ASSIGNMENT**

The Client is not entitled to assign all or any part of its rights, obligations, or benefit hereunder without the Client's written consent to cede, transfer, delegate, and/or assign all or any part of its rights and obligations under this agreement for the administration of the Agreement to change.

## **18. GENERAL**

a. This Agreement represents the entire understanding and agreement between parties. No addition to, Variation, amendment, or consensual cancellation of any of the terms contained herein will be of any force or effect unless same is recorded in writing and is signed by the duly authorized representatives of the parties.

b. This agreement shall be governed by the laws of the Federal Republic of Nigeria to settle any disputes which may arise in connection with it, without prejudice to Networth Portfolio and Asset Management Limited's exclusive rights to the institute proceedings against the Client in respect thereof in any jurisdiction

If Networth Portfolio and Asset Management Limited does not strictly enforce its rights under this agreement or grant the client an indulgence, Networth Portfolio and Asset Management Limited will not be deemed to have lost or waived such rights and would not be prevented from insisting upon or enforcing its strict right(s)

Unresolved disputes, the party shall take it to Securities and Exchange Commission(SEC) for resolution within ten(10) working days, investigation shall be concluded by the commission within sixty(60) working days or for an extended time as the SEC deems fit, after investigation, the issue shall be referred to Adjudication Proceedings Council (APC); if any of the above cannot resolved, the issue shall be referred to the highest dispute resolution authority for capital market issues, Investment and Securities Tribute(IST), and the award from IST shall be final.

## **21. OTHER CONDITIONS**

a. Full account opening documentation will be required, and acceptance of offer/application received.

## DECLARATION

I/We declare that:

a. I am 18 years old and over

b. I am acting on behalf of my child/ward

c. I declare that past performance is not a guide to future returns. The value of investment and income from them can go down as well as up.

d. I agree that: The redemption process takes 3-5 working days and a draft or fund transfer is made in favour of the unit holder (as the name appears above)

e. The entity is duly registered under the relevant laws and capable of performing the acts it purports to perform hereunder (For corporate);

f. I am fully aware of and understand the details of the target Fund before investing in any of the fund(s). The information given is correct to the best of my/our knowledge and belief and I/we will inform Network Portfolio and Asset Management Limited of a change in the information given in the opening Form within 5 working days of such change and undertakes to hold Network Portfolio and Asset Management Limited harmless and keep Network Portfolio and Asset Management Limited indemnified.

The information is correct to the best of my knowledge and belief, and I/we will inform Network Portfolio and Asset Management Limited of any change in the information given in the opening form.

### NOTE:

a. Before signing this Application form, the Client should understand the terms and conditions stated herein.

b. Check that the Client has completed ALL the relevant sections of the application form.

c. Please email a scanned copy of this completed form with other relevant documents to [funds@networtham.com](mailto:funds@networtham.com) or [submit hard copies to Network Portfolio and Asset Management Limited office in Lagos.](#)

I/we ("the Client") confirm that I/we have read, understood, and agreed to the above terms and conditions.

SIGNATURE OF HOLDER

DATE

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SIGNATURE OF HOLDER

DATE

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