

FALCON SECURITIES ELECTRONIC CHANNELS AGREEMENTS

STOCKBROKING ACCOUNT AGREEMENT:

1. **1.0 SECTION A: STANDARD TERMS AND CONDITIONS APPLICABLE TO STOCKBROKING RELATIONSHIP WITH FALCON SECURITIES LIMITED (FSL).**

- **1.1** Falcon Securities Limited offices are open for business between the hours of 8 a.m. and 4 p.m. on each day that is designated a Business day in Nigeria (Business Day).
- **1.2** The preferred channel for receiving clients' mandates is through the secure on-line trading portal which can be accessed via www.falconsecuritiesonline.com.
- **1.3** The deadline for the receipt of clients' mandates via all channels is 10.00 a.m. on the intended business day of execution except via the online trading portal.
- **1.4** In the absence of an express instruction as to a specific timeline for the expiration of clients' mandates, the mandate will be valid for 4 working days upon receipt by FSL, after which it expires and the unexecuted portion will be automatically cancelled except otherwise stated.
- **1.5** Amendments/cancellation of mandates can be done via the online brokerage account.
- **1.6** Where mandates/amendments/cancellation is submitted after the deadline stated in (1.3) above, the mandates/amendments/cancellation may not be treated until the next business day.
- **1.7** Mandates / amendments /cancellation 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.
- **1.8** Where a Mandate consists of a Purchase instruction, it can only be treated if sufficient funds are available in the client's Stock Broking account to execute such an instruction.
- **1.9** Where a purchase mandate is dependent on the sales proceeds of stocks, the purchase mandate may not be executed until the sales transaction has been executed. The sale mandate will be executed even if the stocks to purchase are not available.
- **1.10** FSL is acting as execution-only stockbroker and not financial advisors or portfolio managers. Consequently, FSL will only execute BUY and SELL mandates given by the client on the floor of The Nigerian Stock Exchange.
- **1.11** FSL executes transactions based on the ruling market prices of stocks on The Nigerian Stock Exchange at the time of execution.
- **1.12** FSL executes mandates on a best efforts basis only. It is therefore unable to guarantee that a mandate will be executed on a particular day even where such mandate indicates that the relevant transaction is to be effected at market price.
- **1.13** Buy and sell mandates can only indicate one price and not a price range. You will be advised of the outcome of your mandate via e-mail. Where this is not received by close of business on the

next working day after you submitted your mandate, kindly contact DSL via email to info@falconsecuritiesltd.com.

- **1.14** All sales proceeds of stocks sold shall be retained in the client's Stock Broking account except if otherwise advised (expressly) by the client.
- **1.15** Funds deposited into client's Stock Broking account with FSL including retained proceeds of sales is not interest bearing. A client's fund will remain in the client's Stock Broking account until an expressed instruction/mandate is received authorizing the utilization of the fund.
- **1.16** Where an inter-bank withdrawal/transfer instruction has not been concluded within the period stipulated above, it is the client's responsibility to request for an evidence of execution of the interbank transfer from FSL and to follow up with the receiving bank. FSL shall in no circumstance be held liable for the lapses of other institutions involved in the withdrawal/transfer process.
- **1.17** The deadline for the submission of withdrawal/transfer instruction is 10 a.m and any instruction submitted after the deadline may not be treated until the next business day.
- **1.18** Requests to withdraw funds from client's Stock Broking account will only be honored if there are adequate cleared unencumbered funds in the client's Stock Broking account with FSL. Associated transfer charge(s) for interbank transfers will be borne by the client.
- **1.19** FSL shall not make any payment from a client's Stock Broking account to a 3rd party even if such payment have been authorized by the account holder.
- **1.20** I/We understand that all mandates, amendments, cancellations, transfer and withdrawal requests sent after the specified deadlines may not be treated till the next business day as specified above. FSL is not under any compulsion to treat any of the referenced instructions sent after the deadlines; however in event that such instructions are treated despite having been received after deadline by FSL, the instructions shall be binding upon me/us.
- **1.21** FSL can be contacted via e-mail: info@falconsecuritiesltd.com, Tel: +234-08022240468, +234-8037755000,.

2. **2.0 SECTION B:
CLIENT(S) INDEMNITY TO FSL WITH RESPECT TO INSTRUCTIONS GIVEN VIA
ELECTRONIC CHANNELS**

In Consideration of Falcon Securities Limited (FSL) having agreed to accept and to act on my/our instructions given via E-mail, Online brokerage account and other Electronic Channels (without requiring a written confirmation bearing my/our actual signatures in accordance with my/our mandate) in respect of any transactions regarding my/our account with FSL, I/we hereby confirm that:

- **2.1** I/We understand that it is my/our responsibility to keep my/our profile details (User name, password and other electronic channel details) as private and confidential to prevent unauthorized access to my/our Stock Broking account with FSL.
- **2.2** I/We understand that it is my/our responsibility to notify FSL where I/we detect that my/our profile details (User name, password and other electronic channel details) have been compromised. I/We also understand that any transaction executed on my/our account before FSL is notified of such compromise is binding on me/us.
- **2.3** FSL is authorized to act on instructions, which have been transmitted via any of the referenced electronic channels without bearing my/our signature (s) provided such instructions emanated from my/our registered details in FSL' s records.
- **2.4** FSL shall not be under any duty to verify the identity of the person(s) giving instructions in my/our name provided such instructions have emanated from my/our registered details in FSL' s records and any transaction made pursuant to the instructions shall be binding upon me/us.
- **2.5** Except my/our instruction sent via any of the referenced electronic channels is duly revoked or modified by a subsequent instruction issued by me/us and such subsequent instruction has been communicated to and received by FSL before the execution of the prior instruction and within the stipulated deadline for revocation and or amendment of instructions, I/We undertake to be bound irrevocably by such prior instruction.
- **2.6** I/We understand that upon submission of my/our mandates/instructions placed via my/our online brokerage account, it is my/our responsibility to confirm that such mandates/instructions have been successfully submitted and are reflecting on my/our online outstanding order module. Where the mandates/instructions are not reflecting, I/we understand that I/we should immediately contact FSL to confirm receipt of the mandate/instruction.
- **2.7** I/We hereby agree to keep FSL indemnified from and against all actions, proceedings , claims and demands which may be brought or made against FSL and all losses, costs, charges, damages and expenses which may be incurred or sustained or for which FSL may become liable by reason of honoring such E-mail, Online brokerage account and other Electronic Channels instructions provided that FSL has taken all measures prescribed by this agreement irrespective of whether the instructions are in fact erroneous, fraudulent or issued otherwise than as foresaid.

Confirmation

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

Name of account-holder/Corporate account holder: **{Customer Name}**

Dated: **{Date}**

