

## MARATHON ASSET AND FUND MANAGEMENT LTD ACCOUNT OPENING FORM

## **Getting Started-Corporate Account**

Please complete and sign this Application, along with any required supplemental forms identified through this application process.

In order to complete this Application, you will need some or all of the following information:

- Identification (Driver's license/International passport/National ID Card) of each signatory
- 1 Passport Photo of each signatory
- Utility bill (Bill/Pre-paid meter card/receipt)
- A Board Resolution authorizing the opening of a portfolio management account. The Board resolution should be signed by two directors or a director and the company secretary
- A copy of the company's Certificate of Incorporation (documents evidencing that the company has been duly registered in the country of operation).
- Copy of The Certificate of Memorandum and Articles of Association (company's constitutional documents)
- List and Particulars of the Directors of the company
- Details of each shareholder that owns a minimum of 5% of the company's share capital (company shareholding structure)
- Authorized Signatory List

### PORTFOLIO MANAGEMENT

Discretionary Portfolio Management Account

Non-Discretionary Portfolio Management

Accounts are funded through our custodian Suntrust Bank Nigeria Limited as follows:

- Name of Account: Marathon Asset and Fund Management
- Beneficiary Bank: Limited Providus Bank Limited

Account Number: 1300486103

The narration should read: [Clients Name]/MAFM Client Acct

i.e If client name of institution is Tatarius Nigeria Limited narration should read: Tatarius Nigeria Limited/MAFM Client Acct

# CORPORATE DETAILS

Name of Institution	
Registration Number	Date of Registration D M M Y Y Y
Business Type	
Business Sector	
Phone Number	
Website	
Email Address	
Business Address	
Contact Person 1	
Designation	
Email address	
Phone Number	
Contact Person 2	
Designation	
Email address	
Phone Number	

## **SIGNATORIES**

SIGNATORY 1			
Gender			
Marital status:			
	State of Origin	_ LG of Origin	
IDENTIFICATION			
ID Type	-		
ID Number	Issue Date	Expiry date	
BVN			
Address			_
			_
			AFFIX PASSPORT PHOTOGRAPH HERE
Phone Number			PHOTOGRAPH HERE
Email Address			
Signature			
SIGNATORY 2			
Gender:			
Marital status:			
Nationality:	State of Origin	_ LG of Origin	
IDENTIFICATION			
ID Туре	Issuing Authority _		
ID Number	Issue Date	Expiry date	
BVN			
Address			-
			-
			AFFIX PASSPORT
Phone Number			PHOTOGRAPH HERE
Email Address			
Signature			

# SIGNATORIES

SIGNATORY 3	, ,		
Name			
Gender			
Marital status:	Date of Birth	Place of Birth	
Nationality	State of Origin	LG of Origin	
IDENTIFICATION			
ID Туре	Issuing Au	thority	
Name on Docume	ent		
ID Number	Issue Date	Expiry date	
BVN			
Address			_
_			_
_			AFFIX PASSPORT
Phone Number _			PHOTOGRAPH HERE
Email Address			
Signature _			
SIGNATORY 4			
Name:			
Marital status:		Place of Birth	
Nationality:		LG of Origin	
	0	0	
ID Type	Issuing Au	thority	
	ent		
	Issue Date		
BVN			
Address			_
			-
			AFFIX PASSPORT
Phone Number			PHOTOGRAPH HERE
Email Address			
Signature _			

# DIRECTOR DETAILS

DIRECTOR 1			
Name			
Gender			
		Place of Birth	
Nationality			
IDENTIFICATION			
ID Type	Issuing Aut	hority	
		·	
		Expiry date	
BVN			
Position			
Phone Number			
Email Address			
DIRECTOR 2			
Name:			
Gender:			
Marital status:	Date of Birth	Place of Birth	
Nationality:			
IDENTIFICATION			
ID Type	Issuing Aut	hority	
Name on Document			
ID Number	Issue Date	Expiry date	
BVN			
Position			
Address			
Phone Number			
Email Address			

# DIRECTOR DETAILS

DIRECTOR 3		
Name		
Gender	-	
Marital status:	_ Date of Birth	_ Place of Birth
Nationality	_	
ID Type	Issuing Authority _	
Name on Document		
ID Number	Issue Date	Expiry date
BVN		
Position		
Address		
Phone Number		
Email Address		
DIRECTOR 4		
Name:		
Gender:	_	
Marital status:	Date of Birth	Place of Birth
Nationality:		
IDENTIFICATION		
ID Type	Issuing Authority _	
Name on Document		
ID Number	Issue Date	Expiry date
BVN		
Position		
A shelen as		
Phone Number _		
<b>— — — — — — — — — —</b>		

# COMPANY SHARE HOLDERS

## SHARE HOLDER 1

SHAKE HOLDER I		
BVN	Percentage Holding%	
Address		
Phone Number		
Email Address		
SHARE HOLDER 2		
Name:		
BVN	Percentage Holding%	
Address		
Phone Number		
Email Address		
Name:		
BVN	Percentage Holding%	
Address		
Phone Number		
Email Address		
SHARE HOLDER 4		
SHARE HOLDER 4		
Name:		
BVN	Percentage Holding%	
Address		
Phone Number		
Email Address		

### **ALL APPLICANTS**

Industry and Other Affiliations

Signatory	Director(s)	Are you, your spouse, or any other immediate family members, including parents, in-laws, siblings and dependents:
Yes No	Yes No	An officer, director or 10% (or more) shareholder in a publicly-owned company?
		Name of company and symbol:
∐Yes ∐No	∐Yes ∐No	A senior military, governmental or political official? Name of country:

## TELL US HOW YOU WANT TO FUND THIS ACCOUNT

Please tell us how you are funding this account (check all that apply):

Income

Insurance payout

Funds from another account

count Others:

Sale of business or property

## TELL US HOW YOU WANT TO WORK WITH US

#### **Bank Information**

We hereby instruct Marathon Asset and Fund Management Limited to make direct transfer(s) to our account:

Account Name						
Bank Name						
Branch Name						
Account Number						
Sort Code						
Tax ID Number						
BVN						

### TERMS AND CONDITIONS

These terms and conditions shall apply to the operation of all Marathon Asset and Fund Management Limited (MAFM) Privately Managed Account ("the Account") and form an integral part of the Agreement with the client.

#### 1.0 Account Opening

The client has irrevocably requested and MAFM has agreed to open an Account ("the Account") on behalf of the client.

#### 2.0 Genuineness of Instruments

The client agrees to assume full responsibility for the genuineness, correctness and validity of all endorsement appearing on all cheques, order, bills, notes, negotiable instruments, share warrants, receipts and other documents deposited for investment purposes.

#### 3.0 Safe Operation of Account

3.1 The client agrees to safely operate the account.

3.2 The client agrees to assume full responsibility and ensure safe custody of all print and electronic correspondence issued to/or by MAFM regarding the account.

3.3 The client agrees to notify MAFM immediately whenever he/she knows or has any reason to suspect that an unauthorized person has access to any print or electronic correspondence issued to or by MAFM regarding the account

3.4 The client agrees to indemnify MAFM against any loss, damage or liability resulting from his/her non-compliance to the above.

#### 4.0 Instructions

The client authorize MAFM to honour all written instructions issued on the Account provided such orders are executed in accordance with the Account mandate.

The client agrees that MAFM may refuse to action any instruction if:

It doubles the authenticity of the instruction or does not consider it to be succinctly clear.

It believes that doing so might cause a breach of any law, regulation, code, order or contractual obligation binding on MAFM or the client.

#### 5.0 Third-Party enquiries

The client agrees and authorizes MAFM without reservation to make third-party enquires about his/her person and business now or at any time in the future prior to considering any request of the client for investment services or credit facilities. The client agrees and authorizes MAFM without reservation to make third-party enquiries about him/her person and business now or at any time in future in order to satisfy all required Know your Customer ("KYC") obligations statutorily imposed from time to time on Financial Institutions in the Federal Republic of Nigeria.

#### 6.0 Variation

6.1 The client agrees that MAFM in its sole discretion may at any time suspend or vary the terms and conditions of the operation of the Account.

6.2 MAFM will however promptly notify the client of any suspension of service, changes regarding the operation of the Account of applicable charges and tariffs payable by the client.

#### 7.0 Law

These terms and conditions agreed between the client and MAFM shall be read and interpreted in accordance with the laws of the Federal Republic of Nigeria.

#### 8.0 Termination

It is agreed that MAFM shall terminate the operation of the Account upon receipt of the client's written instruction. Either the client or MAFM may terminate the operation of the Account upon receipt of 72hours prior written notice.

#### 9.0 Data

The client agrees that MAFM may use the information disclosed to it by the client in connection or as a result of operating the Account ("Data") for assessment and analysis and to identify products and services (including those supplied by third parties) which may be relevant to the client. We may disclose data:

To credit reference agencies, any person who may assume our rights under this Agreement, a member of Marathon Group, or If we have a right or duty to disclose or are compelled to do so by law.

#### 10.0 Contact details

The client agrees that MAFM will use the address and any other details given on the Account opening documentation to contact the client. The client agrees to immediately in form

MAFM of any changes or additions to those details. All notices and correspondence required to be provided by MAFM to the client will be forwarded to that address until MAFM receives a written notification of the clients' change of address.

#### 11.0 Fees and Charges

The client agrees that MAFM shall set-off against the account any pre-advised charge(s), tariff(s), deductions or costs associated with the operation of the account by the client.

#### 12.0 Operation of Account

12.1 The client agrees that the operation of the account is subject to compliance by MAFM with all laws, regulations, administrative rules and orders which may from time to time be authorized by the Federal Government of Nigeria and/or any other regulatory authorities in Nigeria.

12.2 In consideration of MAFM allowing the client to operate the account from time to time, the client hereby undertakes to hold MAFM harmless and keep MAFM indemnified from all losses, costs, or damages MAFM may sustain or be put to.

12.3 The client agrees that MAFM is under no obligation to honour any withdrawal order on the account unless there are sufficient funds in the account to cover the value of the said withdrawal thereby rendering such instruction or order invalid and of no effect.

12.4 The client agrees that MAFM will accept no liability what so ever for funds handed to members of its staff outside office hours or outside the MAFM to collect such funds on behalf of MAFM. MAFM shall from time to time communicate in writing to the client the names of officers authorized to receive funds on its behalf.

12.5 The client agree1s0 that in the absence of clear disposal instruction, the invested principal amount and interest /income at maturity will be liquidated and MAFM may at its discretion hold the funds in a non-interest bearing account pending further instructions from the client.

12.6 The client agrees that MAFM shall not be liable for any loss or damages sustained by him/her by reason of the operation of the investment provided such loss or damages was not caused or facilitated by MAFM or any of its staff action on its instruction.

#### 13.0 Indemnity for Third-Party Instructions

The client agrees that in consideration of MAFM accepting thirdparty instructions to transfer funds, issue cheques and/or other negotiable instruments from time to time, the client hereby irrevocably under takes to fully indemnify MAFM against all losses, expenses, costs, damages or otherwise, that may occur as a result of the acceptance of the said third-party instructions.

#### 14.0 Right of Set-off

The client agrees that in addition to any general lien or similar right to which MAFM may be entitled by law, MAFM may at any time and without prior notice to the client combine or consolidate all or any of the client's accounts with and liabilities to MAFM or any other account or in any other respect whether such liabilities be actual or contingent, primary or collateral and several or joint.

#### 15.0 Investment Risk Warning

The client agrees that MAF<sup>A</sup> shall have no responsibility or any liability to the client for any diminution of the client's investment due to any future governmental order, levy, law, tax, embargo, moratorium or imposts or depreciation in value of funds due to inflation or the unavailability of funds due to exchange restrictions on convertibility, requisitions, involuntary transfers, seizure of any character, exercise of military or usurped powers, or other similar causes beyond the control of MAFM 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.

#### 16.0 Acceptable funds transfer Instructions

The client agrees that all funds transfer instruction on the account shall be a duly signed letter according to the account mandate. The client hereby acknowledges that the use of facsimile, untested telexes, photocopies letters, electronic mails (on letter head or otherwise) or other unsecured means of communication to convey instructions for funds transfers or any other such instructions not backed by a duly signed original letter from the clients the case may be is associated with additional risks of fraud exposure. In consideration of MAFM 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 the clients duly signed letter, the client hereby irrevocable under take to indemnify MAFM and hold it harmless from and against all cost, (including but without limitation to) legal fees and expenses, claims, losses, liabilities, and damages. MAFM shall have 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.

#### 17.0 Disruption of Service(s)

The client agrees that MAFM shall have no liability for failure to provide any agreed service(s) due to reasons beyond its reasonable control. These reasons include but are not limited to industrial action, failure of electricity supply, riots, civil commotion, political unrest or armed insurrection.

#### 18.0 Underlying asset

Matfund invests in a pool of Assets that include Treasury Bills, Commercial Papers, select Bank Promissory Notes, and Equity Market.

#### DECLARATION

We declare that:

- We are a duly registered company
- The information given is correct to the best of my/our knowledge and belief, and I/We will inform MAFM of any change in the information given.
- We have attached a bank draft/ cheque / evidence of fund(s) transfer to MAFM with my/our name, address and day time telephone number written at the back or have forwarded evidence of payment.
- We understand that as with stock market investments, the value of my/our investment(s) in equity-biased funds may go up or down and that past performance is not necessarily an indication of future performance.
- To comply with the minimum holding period(s) of the investments, failing which We accept any loss, cost and charge that may arise as a result of my/our redemption.
- o That Investment Statements in respect of this investment may be sent by email, at my/our own risk, to the address given above.

Note: Check that you have completed ALL sections of the application form relevant to you.

### **CONFIRMATIONS AND SIGNATURES –** Please Read Carefully

By signing this Application, you affirm that you have received and read this Application and any supplemental documents governing this relationship. You affirm that the information you have provided is accurate and you agree to notify us of any changes in the information provided.

Signatory 1		Signatory 2	
	Signature & Date		Signature & Date
Name	9	Name	9
Seal/	'Stamp		

### For Office Use Only:

Account officer

Compliance

Operations