



ValuAlliance
Money Market
Fund

Corporate

Account Opening Form



ValuAlliance

Member of the ACA Group

Please complete in BLOCK LETTERS (Kindly tick where appropriate)

1. **Company information**

Legal Name of Company: _____

Date of Incorporation: _____ Registration No.: _____

Registered Corporate Address: _____

Mailing Address: _____

Corporate Email Address.: _____

Corporate Telephone No.: _____ Tax Identification Number: _____

Nature of Business: _____

Any of the Directors, Shareholders or Authorised Signatory have any past or present affiliations with the Government?
 Yes No
If yes, please provide details such as position, date of appointment, duration of tenure

Any of the Directors, Shareholders or Authorised Signatory closely associated with anyone entrusted with public office?
 Yes No
If yes, please provide details such as position, date of appointment, duration of tenure

Sector: _____

2. **Company Representative**

Signatory 1

Title: Mr. Mrs. Ms. Other (specify): _____

Surname: _____ First Name: _____

Mobile Phone no.: _____ Email: _____

Signatory 2

Title: Mr. Mrs. Ms. Other (specify): _____

Surname: _____ First Name: _____

Mobile Phone no.: _____ Email: _____

3. **Bank Details**

Bank Name: _____ Branch: _____

Account Name: _____

Account Number: _____ Bank Verification Number (BVN): _____

4. **Investment Account**

Source of Funds: Retained Earnings Investment Income Others

Initial amount: _____

Would you like your Dividend Paid out or Re-invested? Paid out Re-invested

Would you like to set up Direct Debit for your investment? Yes No

5. E-Mail Indemnity

We, the undersigned

Name

E-mail Address

Name

E-mail Address

being a client of ValuAlliance Asset Management Limited (ValuAlliance), hereby authorise ValuAlliance to effect any and all transactions relating to our account held with ValuAlliance on the basis of any instruction or communication received from our electronic mail (e-mail).

We understand and acknowledge that electronic scan and electronic mail communications are insecure transmission media. ValuAlliance shall take all measures prescribed by its internal policies and practices to verify the authenticity of such electronic communications. Notwithstanding the foregoing, we agree and undertake to indemnify ValuAlliance against any losses whatsoever suffered by ValuAlliance as a result of ValuAlliance acting on any instruction or communication received from our e-mail.

We agree that if we or ValuAlliance suffer any losses by reason of ValuAlliance acting on any instruction or communication received from our e-mail; we shall be liable for the full amount of such loss.

We hereby confirm and consent that the provided e-mail will be our preferred means of electronic communication.

Signed this _____ day of _____ 20_____

Authorised Signatory

Authorised Signatory

6. Declaration

We hereby confirm that the information provided above is true, accurate and complete. Subject to applicable local laws, We hereby consent and authorize for ValuAlliance Asset Management Limited (ValuAlliance) to share our information with domestic and overseas tax authorities where necessary to establish our tax liability and jurisdiction. Where required by domestic or overseas regulators or tax authorities, we consent and agree that ValuAlliance may withhold from our account(s) such amounts as may be required according to applicable laws, regulation and directives.

We agree to notify ValuAlliance within 5 working days if there is any change in any information which we have provided to ValuAlliance.

In submitting this form, we agree to our details being used for the purposes of opening and managing an investment account with ValuAlliance Asset Management Ltd. The information will only be accessed by necessary staff of the Company. We understand our data will be held securely and will not be distributed to third parties. We have a right to change or access our information. We understand that when this information is no longer required for this purpose, official company procedure will be followed to dispose of our data.

Name

Name

Signature:

Signature:

Date:

Date:

7. For Official Purpose Only

Client File Number:

Introduced By:

Account Received By:

Name:

Signature:

Date:

Account Approved By:

Name:

Signature:

Date:

8. Documentation Checklist

- | | |
|--|---|
| <input type="checkbox"/> Duly completed Account Opening Form | <input type="checkbox"/> Certificate of Incorporation |
| <input type="checkbox"/> Copy of Recent Utility Bill / Proof of Operational Address | <input type="checkbox"/> Form CaC7 - Particulars of Directors or its equivalent |
| <input type="checkbox"/> Passport photographs of signatories (1 each) | <input type="checkbox"/> Form CaC2 - Statement of Share Capital or its equivalent |
| <input type="checkbox"/> Copy of valid means of Identification for authorised signatories (Permanent Voters Card, Drivers License, National Identity Card, International Passport) | <input type="checkbox"/> Memorandum and Articles of Association |
| <input type="checkbox"/> Board Resolution authorising investment in the ValuAlliance Money Market Fund and listing the authorised signatories | <input type="checkbox"/> Recent Tax Clearance Certificate |
| <input type="checkbox"/> Copy of Evidence of Payment | <input type="checkbox"/> Evidence of filing recent annual returns |

9. Payment Details

Bank Name:	Stanbic IBTC Bank Plc
Account Name:	STL TRUSTEES/VALUALLIANCE MONEY MARKET FUND
Account Number:	0035897755
Application/Sender:	

OFFSHORE BANK DETAILS

Intermediary Bank Name:	Citibank N.A.
Swift Code:	CITIUS33
ABA No:	021000089
For Credit of:	Stanbic IBTC Bank Plc
Swift Code:	SBICNGLX
Account Number:	36127476
For Final Credit of:	Stanbic IBTC Bank Plc
Beneficiary's Acc. No:	STL TRUSTEES/VALUALLIANCE MONEY MARKET FUND
Application/Sender:	

These terms and conditions form an integral part of the Agreement with the Client and applies to the operation of all Investment Accounts managed by ValuAlliance Asset Management Limited (VAML).

1. Account Opening

The Client has irrevocably requested and VAML has agreed to open an Investment Account (the "Account") on behalf of the Client.

2. Safe Operation of Account

- 2.1 The Client agrees to assume full responsibility and ensure safe custody of all print and electronic correspondence issued to/or by VAML regarding the Account.
- 2.2 The Client agrees to notify VAML immediately, whenever the Client knows or has any reason to suspect that an unauthorised person has access to any print or electronic correspondence issued to or by VAML regarding the Account.
- 2.3 The Client agrees to indemnify VAML against any loss, damage or liability resulting from the Client's non-compliance with the foregoing provisions of this clause.

3. Instructions

The Client authorises VAML to honour all written instructions issued on the Account provided such orders are executed in accordance with the Account mandate provided to VAML by the Client.

The Client agrees that VAML may refuse to act on any instruction if:

- a. It doubts the authenticity of the instruction or does not consider it to be sufficiently clear.
- b. It believes that doing so might cause a breach of any law, regulation, code, order or contractual obligation binding on VAML or the Client.

4. Third-Party Enquiries

The Client agrees and authorises VAML 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. The Client agrees and authorises VAML without reservation to make third-party enquiries about his/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.

5. Variation

The Client agrees that VAML in its sole discretion may at any time suspend or vary the terms and conditions of the operation of the Account. VAML will however promptly notify the Client of any suspension of service, changes regarding the operation of the Account or applicable charges and tariffs payable by the Client.

6. Law

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

7. Termination

It is agreed that VAML shall terminate the operation of the Account upon receipt of the Client's written instruction. Either the Client or VAML may terminate the operation of the Account upon prior written notice of at least 5 working days to the other party. VAML shall be entitled to terminate the Account without prior notice to the Client where VAML receives information that the Client is in breach of AML/CFT laws and regulations.

8. Data

The Client agrees that VAML may use the information disclosed to it by the Client in connection with 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. The Client understands that the information will only be accessed by necessary staff of the Company and that his/her data will be held securely and will not be distributed to third parties except for the following purposes:

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

The Client understands that he/she has a right to change or access their information and that when the said information is no longer required, official company procedure will be followed to dispose of the data.

9. Contact Details

The Client agrees that VAML will use the address and any other details given on the Account opening documentation to contact the Client. The Client agrees to immediately inform VAML of any changes or additions to those details. All notices and correspondence required to be provided by VAML to the Client will be forwarded to that address until VAML receives a written notification of the Client's change of address.

10. Know Your Customer (KYC)

10.1 The Client acknowledges and accepts that the following KYC documentation has been provided, (or will be provided prior to opening the Account) to his/her relationship manager or other representative of VAML:

- a. Duly completed and signed account opening form.
- b. One (1) clear passport-size photograph (with the Client's name written on the reverse side).
- c. A valid copy of means of identity.
- d. A copy of recent utility showing his/her residential address.
- e. Letter of introduction from the relevant Diplomatic Mission/International Organisation certifying the accredited status of the potential Client (where applicable).
- f. A copy of the valid residence permit of a resident non-Nigerian.

10.2 The Client understands and agrees that if ALL of the relevant KYC documents are not provided to VAML within fifteen (15) days of receipt of payment by VAML in any of its stipulated account(s), VAML shall inform the Client of this deficiency and shall have the option to:

- a. in the case of payments made electronically into VAML's account(s), return all funds paid into its account(s) to the same account from which the funds originated without any obligation to pay any interest on the funds returned.
- b. in the case of payments which were 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 as the case may be and notify the Client to pick up the cheque. Such cheques shall be retained in VAML's possession until picked up by the Client.
- c. Terminate any further business relationship with the Client.

For the avoidance of doubt, no interests shall be earned on the funds in respect of a. and b. above.

10.3 The Client understands and agrees that no Account shall be opened where incomplete KYC documentation has been provided by the Client.

10.4 For the avoidance of doubt, the Account shall only be opened upon receipt of complete KYC documentation.

11. Fees and Charges

The Client agrees that VAML shall set-off against the Account any pre-advised charge(s), deductions or costs associated with the operation of the Account by the Client.

12. Operation of Account

- 12.1 The Client agrees that the operation of the Account is subject to compliance by VAML with all laws, regulations, administrative rules and orders which may from time to time be authorised by the Federal Government of Nigeria and/or any other regulatory authorities in Nigeria.
- 12.2 In consideration of VAML allowing the Client to operate the Account from time to time, the Client hereby undertakes to hold VAML harmless and keep VAML indemnified from all losses, costs, or damages VAML may sustain, incur or be put to.
- 12.3 The Client agrees that VAML 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 VAML will accept no liability whatsoever for funds handed to members of its staff. VAML shall from time to time communicate in writing to the Client the designated accounts that funds are to be paid into.
- 12.5 The Client agrees that VAML 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 fraud or gross negligence on the part of VAML or any of its staff.

13. Indemnity for Third-Party Instruments

The Client agrees that in consideration of VAML issuing or accepting third-party bank cheques, bank drafts and/or other negotiable instruments from time to time, the Client hereby irrevocably undertakes to fully indemnify VAML against all losses, expenses, costs, 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.

14. Right of Set-off

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

15. Investment Risk Warning

- 15.1 The Client agrees that VAML 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 VAML 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 in circulation in the Federal Republic of Nigeria.
- 15.2 The Client by entering into this agreement hereby understands the risks inherent in investments 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.

16. Acceptable Funds Transfer Instructions

- 16.1 The Client agrees that all instructions on the Account shall be duly signed according to the Account mandate. The Client hereby acknowledges that the use of facsimile, untested telexes, photocopied letters (on the letter head or otherwise), electronic mails or other unsecured means of communication to convey instructions for funds transfers of any other such instructions not backed by a duly signed original letter from the Client, whatever the case may be, is associated with additional risks of fraud exposure.
- 16.2 The Client shall execute an indemnity form in favour of VAML irrevocably undertaking to indemnify VAML and hold it harmless from and against all cost (including but without limitation to legal fees and expenses), claims, losses, liabilities and damages, in consideration of VAML 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 provided by the Client unaccompanied by an original copy of the Client's duly signed letter.
- 16.3 VAML shall have absolute discretion, for any reason whatsoever, 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 the Client and / or to request verification of documents received by such means.

17. Disruption of Services

The Client agrees that VAML shall have no liability for failure to provide any agreed service due to reasons beyond its reasonable control. These reasons include but are not limited to industrial action, epidemic, pandemic, riots, civil commotion, political unrest, or armed insurrection.

18. Regulatory Disclosure

The Client agrees and authorises VAML to disclose any or all 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.

DECLARATION

I declare that:

- The company is in good standing and is neither bankrupt or insolvent.
- The information provided in this Account Opening Form is correct to the best of our knowledge and belief, and We will inform VAML of any change in the information given in this form within 5 working days of such change.
- The funds and sources of such funds and or assets placed with VAML are legitimate and not directly or indirectly the proceeds of any unlawful activity.
- We have attached a bank draft/cheque/evidence of funds transfer to VAML with company's name, address and daytime telephone number written at the back or have forwarded evidence of payment.

I agree:

- To comply with the minimum holding period of the investment, failing which I accept any loss, cost and charge that may arise as a result of my redemption.
- That a Fund Certificate/Statement in respect of this investment may be sent by email, at my risk, to the address given to VAML.

Note:

- Before signing this Application form, you should read all relevant documents for the investment product including the prospectus and information memorandum.
- Check that you have completed all sections of the application form relevant to you.

On behalf of (Insert Client/Company name)

Name

Name

Company

Company

Signature:

Signature:

Date:

Date: