

## Online Portfolio Access Agreement

This Online Portfolio Access Terms and Conditions (hereon referred to as the 'Agreement' or 'Terms and Conditions') must be read in addition to the terms of any other agreement signed in respect of the accounts you maintain with CardinalStone entities. These other agreements ('Other Agreements') may include all or any of the following:

- Securities Trading Agreements
- Portfolio Management Agreements

'CardinalStone' in this Agreement refers to the CardinalStone entities registered by the Securities and Exchange Commission to act as an Issuing House/Financial Advisor, Fund/Portfolio Manager, Broker/Dealer and other related services.

The Online Portfolio Platform ('Platform') grants you online access to these accounts (collectively referred to as the 'Accounts'):

- Securities Trading Account
- Fixed Income Investment Accounts
- Structured Investment Plans/Mutual Funds
- Separately Managed Accounts
- Foreign Currency Investment Accounts

By using the services on this Platform, you confirm your application to operate the Accounts (for which you have executed agreements) with CardinalStone. CardinalStone owns this Platform and reserves the right to modify these Terms and Conditions at any time. Modifications become effective upon publication. A notification will be placed on the Platform for a reasonable period intimating you of the modification. It is advisable that you check the Terms and Conditions periodically and especially when you receive an update notification.

These Terms and Conditions govern your use of the Platform:

### 1. Online Account

- 1.1 You fully understand that your use of all or any of the Accounts on the Platform is subject to the limitations of the Platform, these Terms and Conditions and any terms in the Other Agreements you have executed.
- 1.2 You understand that your access to this Platform is subject to the successful completion of CardinalStone's initial and future Know Your Customer ('KYC') and due diligence processes. CardinalStone reserves the right to decline your application for registration or restrict access that you previously enjoyed, at any time, including when KYC documents provided become invalid.
- 1.3 You will be able to review your portfolio holdings, balances and place orders through your account on the Platform.
- 1.4 You agree to keep your user ID, secret answer, password, and authentication parameters safe and confidential. Please immediately notify CardinalStone if your user ID and or password is lost or stolen, by sending an email to [contactus@cardinalstone.com](mailto:contactus@cardinalstone.com) or calling +234 (1) 710 0433-4.
- 1.5 Unless CardinalStone is notified that your user ID and/or password is lost, stolen or compromised, any transaction executed on your Account will be effected and charged to your Account. CardinalStone will not be held liable for unauthorised transactions conducted on your Account and you covenant not to make any such claim.
- 1.6 Your Account is within your control and CardinalStone will not be responsible for reviewing your orders.
- 1.7 Copyright, trademark and other intellectual property ('Protected Material') used as part of or on the Platform are owned by CardinalStone or its licensors. Reproduction or use of the Protected Material requires CardinalStone's consent.

### 2. Funding of Online Account

- 2.1 You covenant that your Account will have sufficient funds to execute trades, purchases or subscriptions.
- 2.2 Payment of brokerage fees, transfer fees and all regulatory/statutory fees are your sole responsibility.

### 3. Hardware and Internet Connectivity

- 3.1 You are solely responsible for acquiring and paying for the equipment and internet connectivity required to use the Platform.
- 3.2 CardinalStone will not be liable for losses you suffer due to poor internet connectivity or your equipment's malfunction.

#### **4. Entry and Execution of Orders**

##### **Securities Trading**

- 4.1 You have the option of placing your buy and sell orders at the best market price, at a limit price or until a specific date that you stipulate subject to your Account having sufficient funds to meet the value and fees for the transaction.
- 4.2 Orders will be executed during market hours on Monday to Friday (except public holidays), subject to market conditions.
- 4.3 Orders cannot be modified once placed but may be cancelled if the order has not been executed. Attempts to replace existing orders may result in duplicate orders for which you will be solely responsible. If you attempt to cancel an order, ensure that the cancellation is effective by reviewing your order history before submitting another order.
- 4.4 You understand that your executed trades will settle in accordance with the stipulated regulatory timeframe.

##### **Asset Management**

- 4.5 You accept that the portal's functionality in respect of your Asset Management Accounts is currently limited to subscription applications/redemption of mutual funds and withdrawal requests.
- 4.6 You will also be able to view your portfolio management account's value and fixed income investments that you own.

#### **5. Research Materials and Publications**

- 5.1 The research material, stock quotes, data and other information or publication provided on the Platform or sent to you by CardinalStone should not be construed as investment, financial, legal or other form of advice.
- 5.2 CardinalStone does not guarantee the accuracy of the data and information on the Platform. You should evaluate the merits and risks associated with the use of any data, information or content on the Platform before making any decision.
- 5.3 You agree not to reproduce, share, modify, publish or commercially exploit any information provided via the Platform or received from CardinalStone without CardinalStone's written consent.

#### **6. Risk**

- 6.1 You acknowledge that the capital market is volatile and that investments can be lost.
- 6.2 You understand that your investment's value may fluctuate depending on the movement of the relevant financial assets.
- 6.3 You assume full responsibility for all transactions conducted on your Account and will not hold CardinalStone, its affiliates, directors or employees liable for any loss, damages, costs, fines or taxes that you incur.
- 6.4 Access to the Platform may be delayed or unavailable during periods of high demand, market volatility, system upgrades or maintenance or for any other reason beyond CardinalStone's control. You agree that CardinalStone will not be held responsible for any loss or damage that you incur as a result of delayed or restricted access to the Platform. CardinalStone may temporarily halt online trading on the Platform during these periods and require you to place trades directly through its representatives.

#### **7. Limitation of Liability**

- 7.1 The Platform is provided on an "AS IS" and "AS AVAILABLE" basis without any warranties, including merchantability or fitness for a particular purpose. CardinalStone will not be liable for any problems that prevent you from entering and executing orders
- 7.2 CardinalStone, its affiliates, directors, officers, employees and agents will not be liable for any loss or damage resulting from your use of the Platform or for your investment decisions or errors.
- 7.3 CardinalStone, its affiliates, directors, officers, employees and agents will not be liable for actions it has no control over including the failure of electronic or communication equipment, account hacks, transmission of computer viruses market outages, severe weather, war, terrorism, accidents, government actions, and labour disputes.

#### **8. General Terms**

- 8.1 You covenant that you have the legal capacity to enter into this Agreement.
- 8.2 You warrant that all information or documents that you have provided or will provide, are genuine and authentic. You undertake to immediately notify CardinalStone of any changes to the information or documents that you have provided.
- 8.3 You agree to comply with CardinalStone's operational policies and all laws, rules and regulations of regulatory bodies including the Securities and Exchange Commission Rules and the Nigerian Stock Exchange Rules, as may be applicable.
- 8.4 CardinalStone reserves the right to vary these Terms and Conditions at any time and without prior notice to you. By continuing to operate the Account on the Platform, you accept any variations made to the Terms and Conditions.
- 8.5 These Terms and Conditions are governed by the laws of the Federal Republic of Nigeria.
- 8.6 You agree to make reasonable efforts to resolve any dispute arising out of the Terms and Conditions. Disputes that are not mutually resolved shall be settled by a single arbitrator in accordance with the Arbitration and Conciliation Act, Cap A18 Laws of the Federation of Nigeria, 2004. If the parties fail to agree on the arbitrator, either party shall apply to the

Chief Judge of the Lagos State High Court of Nigeria to make the appointment. The arbitral proceedings shall be held in Lagos, shall be conducted in the English language and the arbitral award shall be final and binding.

**9. Online Information Security Tips**

- 9.1 Install anti-virus, anti-spyware and other internet security software on your devices/systems.
- 9.2 Prevent unauthorized people from accessing your device and Account.
- 9.3 Update your device’s operating system and web browser regularly.
- 9.4 Avoid logging on to your Account or personal email via free or unsecured WI-FI and change your password often.
- 9.5 Avoid phishing emails and always contact CardinalStone if you receive one in respect of your Account.
- 9.6 Do not download or open any attachment sent from an unknown email address or via an unsolicited email.

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**CONFIRMATION**

I \_\_\_\_\_ hereby confirm that I have read and understood the Online Portfolio Access Terms and Conditions stated above and hereby agree to be bound by same and any other version that may be published by CardinalStone from time to time.

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**SIGNATURE**

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**DATE**