



BROKERAGE AND CUSTODY AGREEMENT STANDARD TERMS AND CONDITIONS

This Brokerage and Custody Standard Terms and Conditions, together with any schedule(s) and accompanying documents, as amended from time to time, (this "**Agreement**") sets out the terms and conditions between you (the "**Customer**") and StoneX Financial Nigeria Limited ("**StoneX Financial Nigeria**").

1. APPOINTMENT OF STONEX FINANCIAL NIGERIA LIMITED

- 1.1 The Customer hereby appoints StoneX Financial Nigeria Limited to provide investment and brokerage services set out in this Agreement (together with such other services as the Parties may from time to time agree) in Nigeria and any other jurisdictions as agreed by the Parties, on the terms and conditions set out herein.
- 1.2 This Agreement constitutes legally binding terms and conditions which will apply to all investment, brokerage, and custodial services provided or to be provided by StoneX Financial Nigeria to the Customer.

2. EXECUTION AND SETTLEMENT OF INVESTMENT TRANSACTIONS

- 2.1 **Instructions:** StoneX Financial Nigeria shall act only upon Instructions of the Customer to execute any Transaction. Any Instructions shall contain all details of the relevant Transaction, including, but not limited to, the contract amount, description of the relevant Instruments, the number of Instruments or units, whether a Transaction is a sale or purchase, the jurisdiction within which the said Transaction is to be performed, any commission charges or any other relevant information.
- 2.2 **Power of attorney:** In furtherance of the foregoing, the Customer hereby designates and appoints StoneX Financial Nigeria as its agent and attorney-in-fact, with full power and authority and without further approval of the Customer to act in accordance with the Instructions and the terms of this Agreement (except as expressly provided herein or as may be required by law) and to take all reasonable and necessary actions in connection with its obligations and rights as set forth herein. This power of attorney is a continuing power and shall remain in full force and effect until the termination of this Agreement. The Customer understands and agrees that neither StoneX Financial Nigeria nor its representatives will exercise any discretionary authority.
- 2.3 **Execution of Transactions:** StoneX Financial Nigeria is authorised to place orders with any broker(s) or dealer(s), including StoneX Financial Nigeria or any Associate of StoneX Financial Nigeria, for the purposes of the execution of the Customer's Instructions. The prior consent of the Customer will however be required in the event that StoneX Financial Nigeria will use another broker or dealer. Such orders will be placed on such brokers' or dealers' usual business terms, which may include the taking of security over any assets of the Customer.
- 2.4 StoneX Financial Nigeria shall confirm all Transactions entered into on the Customer's instructions by sending a confirmation on the date of the Transaction with full particulars of the Instruments purchased and/or sold and at the net price purchased or sold. The confirmation and any periodic statement of account will, in the absence of manifest error, be conclusive and binding on the Customer unless StoneX Financial Nigeria receives the Customer's objection in writing within one Business Day of receipt.
- 2.5 It is acknowledged by the Customer and StoneX Financial Nigeria that StoneX Financial Nigeria shall treat the Customer as its principal client under this Agreement so that the Customer will be liable to perform and comply with all its obligations under this Agreement, even if the Customer is acting as agent for any person and the Customer has made this known to StoneX Financial Nigeria.

3. NON-RELIANCE ACKNOWLEDGEMENTS

- 3.1 The Customer is, and shall remain, solely responsible for evaluating the risks in relation to any Instructions given by it to StoneX Financial Nigeria or any Transaction. The Customer hereby acknowledges and agrees that (i) it has made its own independent assessment (based on such advice from its advisors as it deems appropriate) as to whether the terms of this Agreement, or its Instructions, or any Transaction, are, or will be, suitable for it and (ii) it is capable (on its own

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behalf, or through advice from its own advisors) of assessing the merits and risks of the terms of this Agreement, or its Instructions, or any Transaction. The Customer is further referred to the Risk Warnings, attached hereto as Schedule 1, which form an integral part of this Agreement.

- 3.2 No documentation or information or documents of title forwarded by StoneX Financial Nigeria, any of its subsidiaries or Associates, or any of their respective employees, officers, brokers, or agents to the Customer, should be taken as constituting investment, legal, tax or other advice.
- 3.3 Neither StoneX Financial Nigeria nor any subsidiary or Associate of StoneX Financial Nigeria is acting as the fiduciary or advisor to the Customer. In particular, StoneX Financial Nigeria, or any of its subsidiaries or Associates shall not be responsible for determining, and will not determine, whether the terms of this Agreement or any Transaction is appropriate or suitable for the Customer, or is consistent with and does not breach, the Customer's investment guidelines, investment objectives, financial circumstances, or constitutional or other restrictions (even if StoneX Financial Nigeria or its Associate has been advised of these or even if the same may be apparent from the Customer's trading history).

4. INSTRUCTIONS AND COMMUNICATIONS

- 4.1 Notwithstanding anything to the contrary in this Agreement, StoneX Financial Nigeria shall be under no obligation to act upon any Instructions if:
 - 4.1.1 it is not placed by an Authorised Person or is not communicated in accordance with the terms of this Agreement or any Instructions are incomplete, unclear, ambiguous, and/or in conflict with other Instructions;
 - 4.1.2 StoneX Financial Nigeria reasonably believes that to do so might be impracticable as a result of any breakdown, malfunction or failure of any exchange or registry system;
 - 4.1.3 to do so would violate any counterparty limit which may from time to time be set by StoneX Financial Nigeria for the Customer (or a group of which the Customer is a member); or
 - 4.1.4 the Customer has not performed or has informed StoneX Financial Nigeria that it may not be able or willing in the future to perform, any of its material obligations to StoneX Financial Nigeria.
- 4.2 StoneX Financial Nigeria may rely upon any Instruction, communication, request or demand (given to it in writing, or by facsimile or email) which purports to have been given by any authorized person, as amended from time to time, without further enquiry as to the genuineness, authority or identity of the person purporting to give such Instruction or communication, and StoneX Financial Nigeria will not be liable for any loss arising from the execution of the instruction if StoneX Financial Nigeria believes in good faith that the instruction originated from an authorised person.
- 4.3 Notwithstanding the above, StoneX Financial Nigeria shall be under no obligation to action any Instruction, communication, request or demand, unless the following shall apply: (1) any Instruction, communication, request or demand shall be confirmed by an authorized person in writing prior to the date of trade; (2) any Instruction, communication, request or demand given via facsimile must be confirmed by a signed original from an Authorized Person prior to the date of trade; and (3) any Instruction, communication, request or demand given via email must originate from an email address of an authorised person previously agreed by StoneX Financial Nigeria.
- 4.4 Any change in the list or details of authorized persons shall be notified to StoneX Financial Nigeria in writing. Until notification of any such change is received by StoneX Financial Nigeria, StoneX Financial Nigeria shall not be bound to act on any such change.
- 4.5 StoneX Financial Nigeria shall reconfirm all outstanding mandates received from the Customer from the previous Business Day. StoneX Financial Nigeria may treat any apparent Instructions as new Instructions unless they are clearly indicated to be confirmations of earlier Instructions.
- 4.6 StoneX Financial Nigeria will not be required to carry out any Instructions which would in its opinion infringe any laws, regulations, or provisions to which it is subject or with which it customarily complies, whether legally enforceable or not, and it may do whatever it considers necessary to comply with such laws, regulations or provisions. StoneX Financial Nigeria undertakes to inform the Customer of such actions taken.

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5. FEES AND OTHER CHARGES

- 5.1 The Customer will pay the charges as notified by StoneX Financial Nigeria including:
- 5.1.1 Any fees, commissions or other charges charged by StoneX Financial Nigeria for the provision of the services under this Agreement; and
 - 5.1.2 Any fines imposed by any competent authority where attributable to the Customer's conduct.
- 5.2 **Payment of fees.** The Customer shall ensure the total value due on any Transactions with StoneX Financial Nigeria (including the regulatory fees where applicable) are settled under this Agreement to StoneX Financial Nigeria in line with the market practice in regard to trade settlement and in such currency as agreed on the Transaction with StoneX Financial Nigeria. All such payments shall be made by the Customer without deduction or withholding. The Customer shall in addition pay any value added or other similar tax on the amount of StoneX Financial Nigeria's fees (which tax may also be deducted from any funds held on the Customer's behalf).
- 5.3 **Expenses.** All and any Expenses incurred by StoneX Financial Nigeria in the proper performance of its obligations under and in connection with this Agreement shall be charged to the account of the Customer after prior confirmation from the Customer. Each party to this Agreement shall bear its own legal fees in relation to the preparation of this Agreement.
- 5.4 **Taxes.** Any taxes for which StoneX Financial Nigeria is or may be liable or accountable or incurred by StoneX Financial Nigeria in connection with this Agreement or the performance of StoneX Financial Nigeria's obligations hereunder shall be deducted from the account of the Customer. For the purpose of this clause, "tax" means all present and future taxes, levies, imports or duties (including without prejudice value added taxes and stamp duties) whatsoever and wheresoever imposed but shall not extend to tax on or attributable to the Fees.

6. SCOPE OF STONEX FINANCIAL NIGERIA'S RESPONSIBILITY AND LIABILITY

- 6.1 StoneX Financial Nigeria shall not be liable for any error of judgement or any loss suffered by the Customer in connection with its services provided under this Agreement (and in particular, but without limitation, StoneX Financial Nigeria shall not be liable for any expense, loss or damage which may be sustained in the purchase or sale of any Securities or Instruments), except where such loss arises from the bad faith, wilful default or fraud of StoneX Financial Nigeria or any of its employees in the course of their employment as may be finally and judicially determined in competent court.
- 6.2 StoneX Financial Nigeria shall have no responsibility or liability for any loss suffered or incurred by the Customer as a consequence of any cause beyond the reasonable control of StoneX Financial Nigeria, including (without limitation):
- 6.2.1 any breakdown, malfunction or failure of any transmission, communication or computer facilities or any exchange or registry systems;
 - 6.2.2 changes to laws, rules or regulations (whether or not having the force of law) of any governmental, supranational, regulatory, authorities or organisations;
 - 6.2.3 acts or omissions of any exchange or registry;
 - 6.2.4 any act or omission, or insolvency of any third party (including any broker or dealer);
 - 6.2.5 delay arising while StoneX Financial Nigeria obtains clarification of unclear or ambiguous Instructions;
 - 6.2.6 StoneX Financial Nigeria acting on what it in good faith believes to be valid Instructions or in relation to notices, requests, waivers, consents, receipts, corporation actions or other documents which StoneX Financial Nigeria in good faith believes to be genuine; or effecting payment against an expectation of receipt, except where such payment is contrary to Instructions or local relevant market practice.
- 6.3 StoneX Financial Nigeria shall not be liable to the Customer for any failure to comply with its obligations under this Agreement if such failure is due to circumstances beyond the StoneX Financial Nigeria's control, including (but without limitation) war, acts of terrorism, insurrection, riots, civil or military conflict, sabotage, labour unrest, strike, lock-out, fire, water damage, acts of God, accident, explosion, mechanical breakdown, failure of computer or communications equipment, or compliance with any law, order or regulation of any supranational, governmental or other regulatory body.

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6.4 Neither the Customer nor StoneX Financial Nigeria will be liable for the consequences of any delay, failure, or inability to discharge an obligation contained in this Agreement, or pursuant to any Transaction effected pursuant to this Agreement, for reasons beyond their reasonable control. Such events will include but not be limited to any law, order, regulation, or threat of any governmental or other authority, computer systems breakdown, change of market conditions or practice, or actions of the holder of an issuer's register of shareholders which prevent completion of this Agreement or any Transaction.

7. CONFIDENTIALITY

7.1 StoneX Financial Nigeria shall ensure that all non-public information relating to the Transactions will be kept strictly confidential by StoneX Financial Nigeria and any of its Associates, except only in so far as is:

- 7.1.1 required by any applicable law, rule, statute or regulation (whether or not having the force of law) or any court order or similar process, enforceable in any relevant jurisdiction; or
- 7.1.2 necessary for effecting settlement; or
- 7.1.3 permitted in writing by the Customer's authorized signatories; or
- 7.1.4 where required to do so by market or registration practice in any jurisdiction or where required by the keeper of a shareholders' register. Notwithstanding the foregoing, StoneX Financial Nigeria's composite performance record may include the results of trading without naming the Customer.

8. REPRESENTATIONS AND WARRANTIES

8.1 The Customer represents and warrants to StoneX Financial Nigeria that:

- 8.1.1 if a company, it is duly incorporated, established or constituted (as the case may be) and validly existing under the laws of its country of incorporation, establishment or constitution (as the case may be), and has all necessary powers and has taken all necessary steps to perform the services provided for in this Agreement;
- 8.1.2 if a company, it is duly authorized and empowered to perform its duties and obligations, and this Agreement constitutes its legal, valid and binding obligations enforceable in accordance with its terms;
- 8.1.3 it acts as principal and sole beneficial owner in entering into this Agreement and each Transaction;;
- 8.1.4 no Event of Default or any event which may become (with the passage of time, the giving of notice, the making of any determination or any combination of the above) an Event of Default (a "**Potential Event of Default**") has occurred and is continuing with respect to the Customer;
- 8.1.5 any information provided by the Customer to StoneX Financial Nigeria in respect of the Customer's financial position, domicile or other matters is accurate and not misleading in any material aspect;
- 8.1.6 the Customer is willing and financially able to sustain a total loss of funds resulting from Transactions and trading in such Transactions is a suitable investment vehicle for the Customer;
- 8.1.7 the Customer has and maintains an anti-bribery policy and is in compliance with the provisions of the relevant anti-bribery and corruption laws in Nigeria;
- 8.1.8 if a company, the person signing this Agreement on behalf of the Customer is duly authorized to do so;
- 8.1.9 it has read and fully understood the Risk Warnings, attached hereto as Schedule 1.

8.2 The signing, delivery and performance of this Agreement by the Parties does not and will not contravene or constitute a default under, or cause to be exceeded, any of the following, namely:

- (a) any law by which the Parties or any of its assets is bound or affected;
- (b) rights of any third parties in respect of the Parties or the Securities;
- (c) any agreement to which the party is bound or by which any of its assets are bound;

8.3 The representations and warranties in paragraph 8.1 above will be deemed to be repeated by the Customer on each date on which it enters into a Transaction.

8.4 The Customer covenants to StoneX Financial Nigeria that:

- (a) it will at all times obtain and comply, and do all that is necessary to maintain in full force and effect, all authority, powers, consents, licences and authorisations referred to in this clause;

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- (b) it is willing and able, upon request, to provide us with information in respect of its financial position, domicile or other matters;
- (c) it will promptly notify StoneX Financial Nigeria of the occurrence of any Event of Default or Potential Event of Default with respect to itself;
- (d) it will use all reasonable steps to comply with all applicable regulations in relation to this Agreement and any Transaction, so far as they are applicable to the Customer or StoneX Financial Nigeria;
- (e) it will not send Instructions or otherwise take any action that could create a false impression of the demand or value for an Instrument or send orders which it has reason to believe are in breach of applicable regulations. The Customer shall observe the standard of behaviour reasonably expected of persons in its position and not take any step which would cause StoneX Financial Nigeria to fail to observe the standard of behaviour reasonably expected of persons in its position; and
- (f) upon demand, it will provide StoneX Financial Nigeria with such information as may reasonably be required to evidence the matters referred to in this clause or to comply with any applicable regulations.

8.5 StoneX Financial Nigeria represents and warrants to the Customer that:

- (a) It is duly incorporated and validly existing under the laws of its country of incorporation, the Federal Republic of Nigeria, and has all necessary powers and authority to enter into and perform its obligations under this agreement contemplated hereby;
- (b) Such performance does not violate or conflict with any law or regulation applicable to StoneX Financial Nigeria, any order or judgment of any court or other agency of government applicable to StoneX Financial Nigeria, any provisions of its statutory documents, or any contractual restriction binding on or affecting StoneX Financial Nigeria or any of its assets;
- (c) StoneX Financial Nigeria, its Agents and Affiliates, including its directors and employees, have all necessary licenses and authorizations for the Services to be provided to the Customer and any person(s) signing this agreement and any other agreements contemplated hereby on behalf of StoneX Financial Nigeria has/have been or shall have been duly authorized to do so; and
- (d) Its obligations under this agreement constitute and will constitute legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general applicability (regardless of whether enforcement is sought in a proceeding in equity or at law).

9. RIGHTS ON DEFAULT

On an Event of Default, StoneX Financial Nigeria shall be entitled without prior notice to the Customer:

- (a) to instead of returning to the Customer investments equivalent to those credited to the Customer's account, to pay to the Customer the fair market value of such investments at the time StoneX Financial Nigeria exercises such right, and/or
- (b) to sell such of the Customer's investments as are in StoneX Financial Nigeria's possession and as StoneX Financial Nigeria may in its absolute discretion think fit (without being responsible for any loss or diminution in price) in order to realise funds sufficient to cover any amount due the Customer hereunder, and/or
- (c) to close out, replace or reverse any Transaction, buy, sell, borrow or lend or enter into any other Transaction or take, or refrain from taking, such other action at such time or times and in such manner as, in its sole discretion StoneX Financial Nigeria considers necessary or appropriate to cover, reduce or eliminate its loss or liability under or in respect of any of the Customer's contracts, positions or commitments, and/or
- (d) to treat any or all Transactions then outstanding as having been repudiated by the Customer, in which event StoneX Financial Nigeria's obligations under such Transaction or Transactions shall thereupon be cancelled and terminated.

10. TERMINATION WITHOUT DEFAULT

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- 10.1 Either party may terminate this Agreement by giving thirty (30) Business Days' written notice to the other party. In the event of either party giving notice to terminate this Agreement, StoneX Financial Nigeria shall (except to the extent otherwise required by the Customer) continue to do all such acts as it is empowered and required to do by any part of this Agreement except that it shall not without the express Instruction of the Customer enter into any new commitment after the receipt of such notice.
- 10.2 Termination shall be without prejudice to the completion of Transactions already initiated or to StoneX Financial Nigeria's rights to compensation pursuant to the terms of this Agreement. Transactions in progress shall be dealt with in accordance with the Customer's Instructions.
- 10.3 Following such termination and upon completion of all Transactions outstanding at the time of such termination pursuant to this Clause 10, StoneX Financial Nigeria will, as soon as reasonably practicable, calculate the Net Amount payable by the relevant party and notify the Customer in writing of such Net Amount. Within two (2) Business Days of the effective date of such notice:
 - 10.3.1 if such Net Amount is due from the Customer to StoneX Financial Nigeria, the Customer shall pay StoneX Financial Nigeria an amount equal to such Net Amount; or
 - 10.3.2 if such Net Amount is due from StoneX Financial Nigeria to the Customer, StoneX Financial Nigeria shall pay such Net Amount to the Customer.

11. ASSIGNMENTS

StoneX Financial Nigeria shall not be entitled to assign or transfer any or all of its rights or obligations under this Agreement to an Associate. StoneX Financial Nigeria may not delegate any of its functions under this Agreement to an Associate of StoneX Financial Nigeria without the prior written consent of the Customer, whose consent will not be unreasonably withheld or delayed. The Customer shall not assign, charge or otherwise deal with any of its rights, interests and obligations here under without the prior written consent of StoneX Financial Nigeria.

12. NOTICES

All instructions and notices under this Agreement shall be given or sent by international courier, or electronic messaging system including email:

- 12.1 if to the Customer,
.....
.....
.....
Attention:
Telephone:

- 12.2 If to StoneX Financial Nigeria, to:
StoneX Financial Nigeria Limited:
8th Floor Post Square, Plot 1039, Adeola Odeku Street, Victoria Island, Lagos, Nigeria
Attention: Sunday Essen
Telephone: +234 01-2271761
Email: sunday.essen@stonex.com

All communications or notices sent to the addresses or telecommunications numbers provided above (or as otherwise directed by the Parties by notice hereunder) shall be deemed to have been duly given on (i) the date of receipt if delivered by hand; (ii) the date of receipt if transmitted by electronic means; or (iii) the date of receipt via an internationally recognized courier service.

13. GOVERNING LAW

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This Agreement and any obligations arising out of or in connection with this Agreement are governed by and shall be construed in accordance with the laws of Nigeria.

14. **ARBITRATION**

If any dispute should arise out of or in relation to this Agreement and such dispute cannot be resolved within thirty (30) Business Days by negotiation between the Parties, such dispute shall be referred to and finally resolved by arbitration in accordance with the rules or procedures for arbitration of the Arbitration and Mediation Act 2023 (the "**Rules**") or its successor legislation which Rules are deemed to be incorporated by reference into this Clause 14. Such arbitration shall take place in Lagos and shall be conducted by a single arbitrator appointed by agreement between the Parties. Provided that should the Parties be unable to agree on the choice of a single arbitrator then the appointment shall be made by the Chairman of the Chartered Institute of Arbitrators (UK) Nigeria Branch. The language in which such arbitration shall be conducted shall be English. Any award rendered shall be final and binding on both Parties and may be entered in any court having jurisdiction and application may be made to such court for an order of enforcement as the case may require.

Notwithstanding the above provisions of this Clause, a party hereto is entitled to seek preliminary injunctive relief or interim or conservatory measures from any court of competent jurisdiction pending the final decision or award of the arbitrators.

15. **SET OFF**

15.1 StoneX Financial Nigeria may (but shall not be obliged to), without prior notice to the Customer, set off any obligation owing by the Customer irrespective of the currency, place of payment or place of booking of the obligation) against any obligation owing by StoneX Financial Nigeria to the Customer or irrespective of the currency, place of payment or place of booking of the obligation), so that only the net amount (the "**Net Amount**") shall be payable by the relevant party (for the avoidance of doubt, if the aggregate amount owed by the Customer which is the subject of this set off is greater than the aggregate amount owed by StoneX Financial Nigeria which is the subject of this set off, the Net Amount will be payable by the Customer; if the aggregate amount owed by StoneX Financial Nigeria which is the subject of this set off is greater than the aggregate amount owed by the Customer which is the subject of this set off, the Net Amount will be payable by StoneX Financial Nigeria; if such amounts are equal, the Net Amount will be equal zero).

15.2 If an obligation is unascertained or unliquidated, StoneX Financial Nigeria may in good faith estimate the obligation and set off in respect of the estimate, subject to the relevant party accounting to the other when the obligation is ascertained or liquidated. If the obligations are in different currencies, StoneX Financial Nigeria may convert the obligations at a market rate of exchange in the usual course of its business for the purposes of set-off. Customer will indemnify StoneX Financial Nigeria for any loss, damage, costs, claims and demands arising as a result of the operation of this set-off.

15.3 If the resulting Net Amount is due:

15.3.1 from the Customer, such Net Amount shall be withdrawn from the amount then standing to the credit of any account of the customer held by StoneX Financial Nigeria and, if such amount is not sufficient, StoneX Financial Nigeria will notify the Customer of the amount outstanding, and the Customer shall pay such outstanding amount immediately to StoneX Financial Nigeria; or

15.3.2 from StoneX Financial Nigeria, StoneX Financial Nigeria shall pay the amount equal to such Net Amount to the Customer.

16. **RECORDING OF CONVERSATIONS**

StoneX Financial Nigeria and the Customer agree that StoneX Financial Nigeria may record telephone conversations without use of a warning tone to ensure that the material terms of a Transaction and any other material information relating to the Transaction is promptly and accurately recorded. Such records shall be the sole property of StoneX Financial Nigeria and accepted by the Customer as evidence of the orders or instructions given by the Customer.

17. **PARTIAL INVALIDITY**

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If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

18. COUNTERPARTS

This Agreement may be signed in counterparts, each signed by one or more parties to this Agreement. All signed counterparts collectively form one document. Any reference to "executed" or "signature" relating to this agreement shall be deemed to include any execution or signing of this agreement, or delivered, by electronic email or other electronic means, each of which shall have the same legal effect, validity, or enforceability as a manually executed signature.

19. FOREIGN ACCOUNT TAX COMPLIANCE ACT

"**FATCA**" means the United States Foreign Account Tax Compliance Act

"**IRS**" means the United States Internal Revenue Service

"**US Person**" means –

- A citizen or resident of the US;
- A US domestic partnership;
- A US domestic corporation;
- A foreign corporation that is at least 10% or more US owned;
- A US estate; or
- A US trust.

19.1 In compliance with FATCA, StoneX Financial Nigeria is required to submit certain information relating to US Persons either directly to the IRS or to local tax authorities that will in turn, compile the information for the IRS.

19.2 The nature of the information ("Disclosure Requirements") which StoneX Financial Nigeria will be required to submit may include (but shall not be limited to) the following:

19.2.1 The name, address and US tax identification number of each client who is a US Person;

19.2.2 The name, address and tax identification number of each US owned foreign entities;

19.2.3 The client account number of any US Person or US owned foreign entity;

19.2.4 The year-end account balance or value of any US Person or US owned foreign entity; and

19.2.5 Reporting in relation to the income account and gross proceeds of each client who is a US Person or US owned foreign entity.

19.3 If StoneX Financial Nigeria is required by FATCA or any related rule, law or regulation (the "FATCA Rules") to file or disclose information related to the Customer, including but not limited to that information outlined in the above Disclosure Requirements, StoneX Financial Nigeria may, and the Customer hereby authorises StoneX Financial Nigeria to, do so without the Customer's further confirmation or consent.

19.4 If any information is required by the FATCA Rules or by any regulatory or governmental authority in relation to FATCA, the Customer undertakes to provide StoneX Financial Nigeria with such information in order to allow StoneX Financial Nigeria to comply with the request for further information and/ or to comply with the FATCA Rules.

20. DEFINITIONS

In this Agreement:

"**Accounts**" means the Securities Account and Cash Account, and "Account" means either of the Accounts;

"**Assets**" means any Securities and monies, together with any reinvestments made and the proceeds received in respect of such Securities and moneys, credited from time to time to the Accounts;

"**Associate**" means an undertaking in the same group as StoneX Financial Nigeria, a representative whom StoneX Financial Nigeria or an undertaking in the same group as StoneX Financial Nigeria appoint, or any other person with whom StoneX Financial Nigeria has a relationship that might reasonably be expected to give rise to a community of interest between StoneX Financial Nigeria and them;

"**Authorised Person**" means (Option A) the authorised signatory to this agreement or (Option B) the person specifically listed in Schedule 2 to this Agreement, if provided;

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"Business Day" means a day other than a Saturday or Sunday or any public holiday on which banks and/or foreign exchange markets are open for business in Nigeria and any other jurisdiction applicable under this Agreement;

"Event of Default" shall have the meaning given to such term in Clause 8;

"Expenses" means any charges, disbursements, liabilities and expenses, including, without limitation, legal fees (excluding legal fees and expenses referred to in Clause 5.3, together with any value added, sales or other applicable taxes charged thereon, incurred by StoneX Financial Nigeria pursuant to this Agreement;

"Instructions" means any instructions given by the Customer to StoneX Financial Nigeria pursuant to this Agreement;

"Instrument" means any Security or derivative, currency or other financial instrument (whether traded on or off exchange);

"Parties" means each of StoneX Financial Nigeria and the Customer;

"Securities" means equity (or equity related) investments, stocks, shares, securities, and other instruments (including, but not limited to, options, forwards, derivatives and commodity-linked instruments); and

"Transactions" means any purchase or sale by the Customer of any Security or Instrument.

SCHEDULE 1 Risk Warnings

General Risk Warning

The Customer should be aware that there are significant risks in investing in the securities in emerging markets, including Nigeria. It is highly speculative, involves a high degree of risk and may result in the loss of the entire investment. Generally, such investment is only suitable for sophisticated investors who fully understand and appreciate the risks involved. Accordingly, the Customer should exercise particular care in evaluating the risks involved and must decide for themselves whether, in the light of those risks, investment is appropriate.

Summarised below are some risks generally associated with investing in emerging markets. However, this notice is not intended to be exhaustive and there may be other risk factors which the Customer should take into account in relation to a particular investment. The Customer should also note that the information contained in this notice may become outdated relatively quickly. The Customer hereby acknowledges and accepts each of the risks listed herein and acknowledges and accepts that all of these risks could lead to the loss of the entire value of Customer's investments under this Agreement.

Emerging Markets

Investing in emerging markets, including Nigeria and elsewhere in Africa, involves certain risks and special considerations including potential market volatility, currency fluctuations, less liquidity in the capital market, restrictions on investments, limited information, and the risk of political, economic and social instability.

Market Liquidity

Some of the securities in which Customer may invest will not be traded on a stock exchange; and many of the listed securities in which the Customer may invest may be traded in very low volumes. There is therefore the risk that investments could not be easily liquidated, and the valuation of investments will be more difficult. The Customer acknowledges that the investments contemplated herein are highly volatile and relatively illiquid and that there is no guarantee of a return on the investment and no guarantee that a return of or repatriation of any of the invested amounts in a convertible currency will be possible.