

MUDARABA INVESTMENT APPLICATION FORM (CORPORATE)

COMPANY DETAILS

COMPANY NAME

REGISTRATION NO. DATE OF REG.

TAX IDENTIFICATION NO.

COMPANY ADDRESS

FULL ADDRESS

CITY/TOWN STATE/COUNTRY

COMPANY WEBSITE

EMAIL ADDRESS

REGISTERED ADDRESS

(If different from Company's address) FULL ADDRESS

CITY/TOWN STATE/COUNTRY

INDUSTRY/SECTOR

PRINCIPAL CONTACT PERSON (MUST BE ONE OF THE SIGNATORIES)

NAME

MOBILE NUMBER DATE

EMAIL ADDRESS

SIGNATURE

SMS CORRESPONDENCE TICK IF YOU WOULD LIKE TO RECEIVE SMS IN ADDITION TO EMAILS

FINANCIAL INFORMATION

ANNUAL TURNOVER

ACCOUNT NAME

BANK NAME

BRANCH NAME ACCOUNT NUMBER

BVN

AUTHORISED SIGNATORIES

AUTHORISED SIGNATORY 1

TITLE	<input type="text"/>	GENDER	<input type="checkbox"/> MALE	<input type="checkbox"/> FEMALE	
FIRST NAME	<input type="text"/>				DATE OF BIRTH
MIDDLE NAME	<input type="text"/>				<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
SURNAME	<input type="text"/>				<div style="border: 1px solid black; padding: 20px; text-align: center;">AFFIX CURRENT PASSPORT PHOTO</div>
RESIDENTIAL ADDRESS	<input type="text"/>				
EMAIL ADDRESS	<input type="text"/>				
MOBILE NUMBER	<input type="text"/>	SIGNATURE		<input type="text"/>	
BVN	<input type="text"/>				
DESIGNATION	<input type="text"/>				
CLASS	<input type="checkbox"/> A	<input type="checkbox"/> B	<input type="checkbox"/> C		

AUTHORISED SIGNATORY 2

TITLE	<input type="text"/>	GENDER	<input type="checkbox"/> MALE	<input type="checkbox"/> FEMALE	
FIRST NAME	<input type="text"/>				DATE OF BIRTH
MIDDLE NAME	<input type="text"/>				<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
SURNAME	<input type="text"/>				<div style="border: 1px solid black; padding: 20px; text-align: center;">AFFIX CURRENT PASSPORT PHOTO</div>
RESIDENTIAL ADDRESS	<input type="text"/>				
EMAIL ADDRESS	<input type="text"/>				
MOBILE NUMBER	<input type="text"/>	SIGNATURE		<input type="text"/>	
BVN	<input type="text"/>				
DESIGNATION	<input type="text"/>				
CLASS	<input type="checkbox"/> A	<input type="checkbox"/> B	<input type="checkbox"/> C		

AUTHORISED SIGNATORY 3

TITLE	<input type="text"/>	GENDER	<input type="checkbox"/> MALE	<input type="checkbox"/> FEMALE	
FIRST NAME	<input type="text"/>				DATE OF BIRTH
MIDDLE NAME	<input type="text"/>				<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
SURNAME	<input type="text"/>				<div style="border: 1px solid black; padding: 20px; text-align: center;">AFFIX CURRENT PASSPORT PHOTO</div>
RESIDENTIAL ADDRESS	<input type="text"/>				
EMAIL ADDRESS	<input type="text"/>				
MOBILE NUMBER	<input type="text"/>	SIGNATURE		<input type="text"/>	
BVN	<input type="text"/>				
DESIGNATION	<input type="text"/>				
CLASS	<input type="checkbox"/> A	<input type="checkbox"/> B	<input type="checkbox"/> C		

ACCOUNT MANDATE

PLEASE SPECIFY MANDATE AUTHORIZATION INSTRUCTION

Any ONE to sign

Other Instructions

Any TWO to sign

(Please Specify)

All Signatories

ENHANCED DUE-DILIGENCE

Has any individual associated with this company or their immediate family members ever been elected, appointed or assumed any political position in a **National, State or Local Government**?

NO

YES

NAME OF PERSON

NAME OF PERSON

POSITION HELD

POSITION HELD

DATES HELD

DATES HELD

INVESTMENT RETURNS

HOW WOULD YOU WANT YOUR INVESTMENT RETURNS?

RE-INVEST IN FUND

PAY OUT

BOARD RESOLUTION (for organisations without letterhead)

We hereby certify that the Board of Directors of

At a meeting of the Board held on the

At

RESOLVED THAT:

1. The company open an investment account with Lotus Capital Limited
2. The authorised signatories designated therein are authorised and empowered to act on behalf of the company

DIRECTOR

NAME:

(Affix company seal)

DIRECTOR/SECRETARY

NAME:

TERMS AND CONDITIONS

Please read the following terms and conditions carefully. By completing and signing this form, you agree to be bound by its terms.

NOW IT IS HEREBY MUTUALLY AGREED as follows:

INVESTMENT BASIS

Funds are mobilised from investors on an investment agency/management arrangement (mudaraba). The funds are invested by the Investment Manager on behalf of an investor in diversified sharia-compliant transactions and instruments having pre-determined target returns. The funds will be invested in predominantly cost-plus (murabaha contracts). The investment may also be made in Ijara (lease) or Mudaraba (investment management) contracts. Returns generated from the investments are distributed to investors according to a profit-sharing ratio which may equate an indicative return for the relevant investment period.

INVESTMENT NATURE

The investment is a sharia-compliant term investment. Unlike conventional 'interest paying' deposit investments, the investment does not pay interest. Instead, the investment manager discretionally invests funds mobilized in Sharia-compliant investments. Returns generated will be distributed in accordance with a sharing formula.

CALCULATION OF INDICATIVE RETURNS

Indicative Returns to investors are calculated using a combination of factors including the average returns across different assets/transactions and a profit sharing split between investor and the Investment Manager. Accordingly, while the Investment Manager will strive to achieve the indicative returns contained in the acknowledgement notice/Investment Advice, the actual returns to customers may vary from time to time.

NO GUARANTEE

The Lotus Mudaraba Investment Plan represents an investment partnership between the Investor and the Investment Manager where the Investment Manager deploys its expertise to maximise returns for the Investor. The Investment Manager is knowledgeable in investment matters and shall exercise all reasonable care and skills to invest all funds coming under its control in sharia-compliant instruments and in safe and secure investments, taking necessary credit and risk management controls. The Investment Manager does not guarantee that the Indicative Returns will be achieved and shall not be liable for any diminution in capital or shortfall from the Indicative Returns. Any investment losses will be borne by investors.

OPERATION OF INVESTMENT ACCOUNT

1. The account shall be operated in accordance to the existing laws, rules and regulations in Nigeria
2. All Know Your Customers (KYC) documentations shall be concluded prior to booking of investment. The Investment Manager reserves the right to take all reasonable steps including third party enquiries to validate information provided
3. All investments shall be made by deposit or transfer into the company's dedicated account. The Investment Manager accepts no liability for any deposit outside its designated account
4. Investment Advice confirming the investment amount, tenure and indicative returns shall be sent to Investor within 48 hours of clearing of funds
5. All liquidation requests may be made either by signing a liquidation form or email from the investor's registered email address with the Manager. The Investor understands that email communication may be unsecure and can be hacked or compromised. It is the responsibility of the Investor to ensure that his/its email is and will remain secure. The Investment Manager shall not be obligated to investigate the genuineness of an instruction once it purports to proceed from the registered email address and it is hereby absorbed from any liability arising from acting on instructions proceeding from the registered account.
6. Proceeds of investment shall be paid only to the account of the Investor and the Investment Manager shall not be obligated to honour third party payment instructions or payment to other than the account of the investor held on the record of the management.

7. Subject to any banking disruptions, liquidation request will be cleared within 3-5 business days.

COMPENSATION

The Investment Manager shall be entitled to the share of profit indicated in the Investment Advice and any excess above the indicative return will accrue to the Investment Manager as an incentive fee.

VARIATION

The terms of this contract are standard and are not subject to further negotiation by the Investor. The Investment Manager reserves the right to vary the terms and conditions of the investment from time to time. The Investment Manager shall notify every and all investors of any such change and give them seven (7) days grace period to request withdrawal of their investment if they do not agree with the changes.

SET-OFF

In addition to any general lien or similar right to which the Investment Manager may be entitled by law, it may at any time set-off any balances in the account against any liability due to it.

TERMINATION

The Investment Manager reserves the right to terminate the investment at any time by returning any invested funds and accrued returns to the Investor.

CONFIDENTIALITY

All information relating to the account shall remain confidential and shall not be disclosed by the Investment Manager to third parties without the Investor's written instructions. This obligation does not apply to request made by regulatory and law enforcement agencies or any other authority which the Investment Manager is obligated to disclose under the law.

The Investor shall keep all account information confidential and absolves the Investment Manager from liability for any disclosure due to the Investor's error or negligence.

GOVERNING LAW AND JURISDICTION

This terms and conditions shall be governed by Nigerian Laws, and the courts shall have jurisdictions to entertain disputes arising therefrom.

DATA PRIVACY

The Investment Manager may retain and process personal data provided and consented to by the Client in accordance with the Nigeria Data Policy Regulations 2019.

LOTUS CLIENT PORTAL

The Lotus Client Portal is a proprietary technology service owned and managed by Lotus Capital Limited on this website/mobile app. Lotus has provided this client portal for ease of access to the Client's investment account by the Client. Access and use shall come with corresponding obligations on the Client's part as the account holder. Upon signing up to this service, Lotus shall issue a set of login credentials unique and exclusive to the Client. The Client shall not share or provide these login credentials to anyone including staff of Lotus Capital Limited. The Client acknowledges that Lotus has no means of verifying the user of the login credentials and from what device the client portal is accessed. The Client accepts full responsibility for any unauthorized access to the Client Portal with the login credentials provided. Save as otherwise as may be communicated to Lotus, the Client irrevocably authorize Lotus to rely on access made to the portal with the Client's login credentials to the account without any liability on Lotus. The Client agrees to indemnify, defend and hold harmless Lotus, its affiliates, directors, officers and employees against any and all losses arising from any unauthorized or third-party use of the portal as a result of any failure by you to adequately secure your data or devices or access to your account.

DECLARATION

We request that you open an investment

account in the name of the afore-mentioned company and authorise you to honour all instructions signed by the authorised signatories. We hereby confirm that we have received, read, understood and agree to be bound by and comply with the terms and conditions (as may be varied or supplemented from time to time) provided in this agreement and in other documents that Lotus Capital Limited may subsequently provide.

We certify that:

- The fund and source of funds invested herein are legitimate and not the proceeds of any unlawful activity.
- The information given is correct to the best of our knowledge and belief, and will inform Lotus Capital Limited of any changes in the information given in this form within five (5) working days of such change.

We agree that:

- To invest for any required minimum holding period of investment failing which we accept any charge that may arise as a result of our prior redemption.
- That a statement in respect of this investment may be sent by email at our risk to the email address of the principal contact person provided herein.

Signed on behalf of

NAME	
SIGNATURE	
DESIGNATION	
DATE	

REQUIRED DOCUMENT CHECK LIST

FOR OFFICIAL USE ONLY

S/N	DOCUMENTS REQUIRED	RECEIVED	DEFERRED	WAIVED	N/A
A	Duly completed and Signed account opening form (all relevant fields must be completed) along with recent passport photographs of each signatory with their name written on the reverse side				
B	A clear copy of Govt-Issued ID cards of each signatory (Int'l Passport, Drivers License, Permanent Voters Card, NIMC Card/Slip)				
C	A clear copy of the proof of residential address of each signatory				
D	A clear proof of address for the company's current address				
E	CTC of Certificate of Incorporation				
F	CTC of Memorandum & Articles of Association				
G	CTC of Particulars of Directors -Form CAC 7(CAC 1.1 or Status Report)				
H	CTC of Particulars of Shareholders-Form CAC2 (CAC 1.1 or Status Report)				
I	CTC of Appointment of Secretary-Form CAC2.1 (CAC 1.1 or Status Report or CAC 8) (if a signatory)				
J	Board Resolution sealed by the Company and listing the account mandate				

IMPORTANT

*Please submit this completed form to any of Lotus Capital Limited Office.

• Office Address:

LAGOS OFFICE

Lotus House,
182, Awolowo Road,
Ikoyi, Lagos, Nigeria.
Tel: +234 908 705 8405
+234 908 705 8406
+234 908 705 8407
+234 908 705 8408

ABUJA OFFICE

6th floor,
Yobe Investment House,
Plot 1332, Ralph Shodehinde
Street, Central Business District,
Abuja.
Tel: +234 908 705 8409,
+234 807 709 9556

KANO OFFICE

Suite No. 6, Site C
KSIP Shopping Plaza,
15, Ahmadu Bello/Murtala
Mohammed Way, Kano
State.
Tel: +234 807 709 9766,
+234 807 709 9558