



**HILLCREST**  

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**CAPITAL MANAGEMENT LIMITED**

**Account Opening Form**



**General conditions**

**Section B**

Corporate Name

Corporate Address

RC Number & Date of Incorporation:

1. Contact Person's Name

Telephone Number

E-mail:

Position:

Telephone

Business:

Fax:

Email:

Correspondence Address  
*(If different from above) (P.O.Box)*

**Section C Prior investment experience**

**Investment Objective:**

(Kindly indicate with a ✓ in the box)

a) Capital preservation

b) Capital appreciation

c) Steady stream of income

d) Income as well as capital appreciation

Liquidity/Income requirements (if any):

On approval of Account Opening Document by Hillcrest Capital Management Limited, the client(s) will transfer (indicate amount)

Cash

Securities

Other

**Time Horizon:**

a) Immediate Access (1 year or less)

b) Short Term (2-5 years)

c) Intermediate Term (5-10 years)

d) Long Term (10 or more years)

BVN 1

BVN 2

**Section D**

**Individual or Joint accounts**

Name(s):

Specimen signature(s): (if joint signatories, indicate if either party can sign, or all signatories must sign jointly)

**Corporate account**

Name(s):

Specimen authorized signature(s):

Name(s):

Specimen authorized signature(s):

## Section E

- 1. DEFINITIONS IN THIS AGREEMENT.** The "clients" shall mean any Person or Persons, including a corporate body for whom an account is held by Hillcrest Capital Management Limited whether individually or jointly with some other person.
- 2. STATEMENTS OF ACCOUNTS.** A statement of account will be issued at the end of each quarter and a full report detailing the performance of the client's investments will be issued half yearly.
- 3. TAXES.** Any taxes or duties levied on the Client's holding or on any security furnished by the Client, shall be charged to the client notwithstanding that demand for payment is made only after the account has been closed.
- 4. APPROVAL OF STATEMENTS.** Any objection to a statement of account or report on Investment must be made to Hillcrest Capital Management Limited Immediately upon receipt of the same, and must reach Hillcrest Capital Management Limited not later than six weeks from the date on which the statement was sent out by Hillcrest Capital Management Limited. On the expiration of this period, all statements of accounts and reports shall be deemed to have been approved.
- 5. CORRESPONDENCE.** Any communication from Hillcrest Capital Management Limited to the client shall be deemed to be validly delivered to the client if sent to the latest address indicated to Hillcrest Capital Management Limited for this purpose by the client. The date indicated on copies of correspondence or on mailing records of Hillcrest Capital Management Limited is presumed to be the date of delivery. In the absence of written instructions (either letter or indicated in the section "Special Instructions" regarding the dispatch of correspondence, Hillcrest Capital Management Limited will retain in its possession all correspondence concerning the client and shall be deemed validly delivered to the client as of the date they bear, unless otherwise instructed in writing. Hillcrest Capital Management Limited will destroy correspondence retained by it. Including any cheques or instruments returned or unpaid, 3 years following the date thereof. Hillcrest Capital Management Limited accepts no liability in respect of its retention of any correspondence for a client.
- 6. SECURITY IN FAVOUR OF Hillcrest Capital Management Limited.** Hillcrest Capital Management Limited shall have a pledge against the securities, funds or other property held for whatever purpose by Hillcrest Capital Management Limited for the account of the client. Such pledge shall secure all claims by Hillcrest Capital Management Limited, of whatever nature, whether due or not and whether liquidated or unliquidated. Hillcrest Capital Management Limited is authorized to realize any of the pledged assets at a private sale, without restriction and without being bound to observe the legal formalities required by the or fails to provide other security acceptable to Hillcrest Capital Management Limited. Hillcrest Capital Management Limited may cover short positions by corresponding purchases. Hillcrest Capital Management Limited shall have the right to require additional collateral, if in its discretion, Hillcrest Capital Management Limited considers it necessary for its protection whether any claim is due or not or in the event that a petition in the bankruptcy for the appointment of a receiver is filed by or against the client; or in the event of the death of the client. In the event that the additional collateral required is not provided, Hillcrest Capital Management Limited shall be entitled to exercise its right to realize any of the pledged assets in the manner described above.
- 7. CREDIT FACILITIES.** From time to time, Hillcrest Capital Management Limited may in its discretion agree to extend credit to the client who has entered into a credit agreement with Hillcrest Capital Management Limited for advancing sums in any currency for whatever purpose or in connection with the purchase of securities and other assets on margin. The client shall from time to time provide Hillcrest Capital Management Limited Ltd on demand such collateral as Hillcrest Capital Management Limited may require.
- 8. PAYMENT OF INDEBTEDNESS AND COSTS OF COLLECTION.** The client shall at all times be liable for the payment upon demand of any indebtedness or other obligations owing in the clients account and the client shall be liable to Hillcrest Capital Management Limited for any deficiency remaining in any such account in the event of a total or partial liquidation. The costs of collection of any indebtedness owing from the account of a client including any legal costs shall, to the extent permitted by the applicable laws and regulations, be borne by the client.
- 9. MEANS OF TRANSPORTATION AND OF TRANSMISSION.** Provided that Hillcrest Capital Management Limited has acted reasonably and prudently, it shall not be liable for any risks or damage resulting from the use of the postal service, telegraph, telephone, telex or any other system of transmission or means of transmission or means of transportation, in particular, by reason of loss, delay, mistake, misunderstandings, distortions, omissions or duplications. At its sole discretion, Hillcrest Capital Management Limited may suspend the execution of any instructions given by telephone, telegraph, facsimile or telex until receipt of legible written confirmation.
- 10. FOREIGN CURRENCY ACCOUNTS.** Foreign currency investments shall be made in the name of Hillcrest Capital Management Limited but for the account of, and at the risk of the client. The client shall bear all risks and costs with respect to such investments, including those resulting from statutory, fiscal or other measures introduced in the relevant countries restricting freedom of disposal. A client may dispose of foreign currency holdings only by requesting redemption or transfers in the relevant foreign currency or such other currency as the client shall elect.

- 11. SIGNATURES.** Signatures are compared against specimens held by Hillcrest Capital Management Limited and further examination is not required. Hillcrest Capital Management Limited assumes no liability, in the absence of gross negligence, for failing to notice falsifications. The client is required to furnish Hillcrest Capital Management Limited with a list of persons authorized to sign on its his/her behalf, together with specimens of their signatures, and to inform Hillcrest Capital Management Limited in writing of any change in that list or in those signatures. Until it receives notice of any change, Hillcrest Capital Management Limited is entitled to treat previously authorized signatures as valid.
- 12. CUSTODY.** Hillcrest Capital Management Limited shall hold securities deposited with it in its own vaults or any of its appointed agents, or if it deems fit deposit these with any of its authorized custodian companies at no cost to the client.
- 13. SECURITIES LOAN.** In return for the extension or maintenance of any credit facility by Hillcrest Capital Management Limited, it is hereby agreed that all securities consisting the client's portfolio together with all attendant right of ownership may be lent to Hillcrest Capital Management Limited or to any third party to the extent not prohibited by applicable rules, laws and regulations. In connection with such securities loans Hillcrest Capital Management Limited may receive and retain certain benefits to which the client will not be entitled. The client understands that In certain circumstances such loans could limit the clients ability to exercise voting rights in whole or in part, with respect to the securities lent.
- 14. JOINT ACCOUNTS.** Where an account is held in the name of two or more persons and there is more than one signatory required, their obligations under this Agreement shall be joint and several.
- 15. PARTIAL LIQUIDATION.** Subject to the size of the clients portfolio, the client shall give 7days' notice to effect a partial withdrawal not exceeding 10% of the market value of the securities, funds and other property comprising the account(s) and 2 days prior written notice in the case of partial withdrawals exceeding 10% of the market value of the clients assets but not amounting to a total liquidation of the Investment; provided however that the client acknowledges that in the case of investments held in emerging markets and in particular, Nigeria, delay in redemptions is likely given the relative liquidity of these markets.
- 16. CAPACITY TO ENTER INTO AGREEMENT.** The client represents and warrants that no one except the client or such person as previously disclosed to Hillcrest Capital Management Limited has an interest in the account(s) of the client. If the foregoing representation and warranty is inaccurate or becomes so, the client will promptly notify Hillcrest Capital Management Limited of that same.
- 17. DISCLOSURE.** Hillcrest Capital Management Limited shall maintain all information concerning account(s) on a confidential basis, but Hillcrest Capital Management Limited may be required by applicable laws and regulations to (and shall if required) disclose such information to the regulatory authorities including without limitation, the name address and securities position with respect to securities held in such account(s).
- 18. TERMINATION OF AGREEMENT.** Hillcrest Capital Management Limited reserves the right to suspend or terminate the account of the client at any time by giving at least 7 days notice in writing of its intention to suspend or terminate relations. The client shall give 21 days prior written notice in case of a total liquidation or transfer of the client's accounts) and in the case of assets held in emerging markets, the client shall I provide at least 40 days notice. The caveat contained in paragraph 15 above shall apply to this provision.
- 19. FORCE MAJEURE.** Hillcrest Capital Management Limited shall not be liable for any losses arising in respect of assets held by them on behalf of the client where such losses are the result of whether directly or indirectly, government restrictions, exchange or market rulings, suspension of trading, war, strikes or other factors beyond the control of SCM Capital.
- 20. APPLICABLE LAWS AND REGULATIONS.** All client account transactions shall be subject to the laws, rules, and regulations. And practices of the exchange or market and its clearing house, if any, on which such transactions are executed by Hillcrest Capital Management Limited.
- 21. GOVERNING LAW OF AGREEMENT.** This agreement shall be governed by, and construed in accordance with the laws of the Federal Republic of Nigeria. It shall insure for the benefit of the successors in title and assigns of Hillcrest Capital Management Limited to whom the account(s) of the client may be transferred. This agreement shall be binding upon the heirs, personal representatives, successors and assigns of the client.
- 22. ARBITRATION.** All disputes arising out of, or in connection with this agreement, including any question as to mediation, in accordance with the Lagos or the Abuja Multi-Door Courthouse (LMDC or AMDC) Mediation Procedure Rules as contained in the Practice Direction of both courthouses. Where the dispute is not settled by mediation, the parties may continue with Arbitration.
- 23. MEDIATION.** At any time before the issue of Arbitration, the parties may agree to refer the dispute to Mediation, in accordance with file Lagos of the Abuja Multi-Door Courthouse (LMDC or AMDC) Mediation Procedure Rules as contained in the Practice Direction of both court houses. Where the dispute is not settled by mediation, the parties may continue with arbitration.
- 24. MODIFICATIONS AND AMENDMENTS.** Hillcrest Capital Management Limited reserves the right to modify or amend any provision of the agreement. Such modification or amendment shall take effect from the date specified by Hillcrest Capital Management Limited on notice of the same to the client.

- 25. SEVER ABILITY OF PROVISIONS.** Any provision of this agreement, which is unenforceable in any jurisdiction, shall as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of the provision in any jurisdiction.
- 26. REGULATORY DISCLOSURE.** Hillcrest Capital Management Limited is a subject to the provisions of the money laundering prohibition act 2004, the Economic and Financial Crimes Commission (Establishment) Act 2002, the National Drug Law Enforcement Agency Act of 1995 and other legislation which may be implemented from time to time to combat money laundering and other economic crimes. Hillcrest Capital Management Limited is required to comply with the provisions of these legislation and all similar legislature, especially those relating to disclosure and suspicious activity reporting.
- 27. INTERPRETATION.** The headings contained in this Agreement are inserted for convenience only and shall not affect the construction of this Agreement.
- 28. PAYMENT.** Cheques and payments should be made in favour of Hillcrest Capital Management Limited alone and not in favour of an agent/representative. Hillcrest Capital Management Limited agents/representatives are not authorized to receive cash from the Client.
- 29. THE CLIENT WARRANTS.** undertakes and confirms that all information contained in this document and all attachments annexed hereto is complete and correct in all respects and the client undertakes to notify Hillcrest Capital Management Limited of any material changes or events as and when they occur. Furthermore, the client hereby authorizes Asset & Resource Management Company Limited to obtain independent verification of any information provided by the Client or obtain such further information, or make such further enquiries as Hillcrest Capital Management Limited may at its discretion require.

## RELEVANT SUPPORTING DOCUMENTS

### Required Attachments

#### Individual(s):

- 1 passport photograph (with Client's name written on the reverse)
- Copy of picture page of international passport/Driver's License/National ID Card
- Utility bills (for 3 month period immediately preceding the account opening date)

#### Corporations:

1. Certified true copy of Board Resolution authorizing opening of account and designating the persons authorized to sign on behalf of the Company.
2. Certified true copy of the certificate of incorporation
3. Certified true copy of Form CAC 7 (particulars of Directors of company)
4. Certified true copy of Form CAC 2 Passport & Means of ID of Signatories (Return of Allotment of shares)
5. Certified true copy of Memorandum & Articles of Association
6. Two (2) passport photographs and means of identification of signatories
7. Utility bill for corporation
8. Due Diligence Questionnaire

#### Checklist:

Have you completed all the required sections?

 Yes / No

Have you provided all the relevant documents?

 Yes / No

For Individuals: Sections A, C, D, E

For corporate bodies: Sections B, C, D, E

Please note that portfolio management would commence only after Hillcrest Capital Management Limited receives a signed account opening document and all relevant supporting documents.

## THE CLIENT HEREBY DECLARES AND ACKNOWLEDGES:

1. That the client has read and fully understands and accepts the provisions contained in this Agreement and its attachments including the Independent Client Agreement  
(Please indicate whether this is a Discretionary Management Agreement or Non-Discretionary Management Agreement)  
Risk Disclosure Statement  
Pledge Agreement (where applicable)  
Margin loan/Credit Facility (where applicable)
2. That any dispute arising from provisions hereunder shall be determined in accordance with the process outline in Paragraph 22.  
Signature(s)

#### Client(s):

Signature:	Date: <input style="width: 100%;" type="text"/>
Signature:	Date: <input style="width: 100%;" type="text"/>
Signature:	Date: <input style="width: 100%;" type="text"/>
Signature:	Date: <input style="width: 100%;" type="text"/>

Hillcrest Capital Management Limited - Relationship Manager

Hillcrest Capital Management Limited will monitor account activities in order to seek to identify suspicious transactions.

There may be instances where the client is requested to provide additional background information and/or documentation relating to the verification of identity or nature of including evidences as to the precise source of funds

**For Hillcrest Capital Management Limited use only**

**Authorization to Open Account**

Investment Officer	Date:
Unit Head	Date:
Group Head	Date:
Risk/Compliance Officer	Date:

**Independent Client Agreement**

**Discretionary Management Service**

The client (hereinafter referred to as the Principal 1) here by appoints Hillcrest Capital Management Limited as agent of the Principal to manage the securities and funds of the Principal upon the following terms and conditions:

1. In the absence of any special instruction given to Hillcrest Capital Management Limited in writing, and Hillcrest Capital Management Limited shall have a sole discretion to manage and invest the securities and funds (hereinafter referred to as "the Assets") by Hillcrest Capital Management Limited on behalf of the principal. Hillcrest Capital Management Limited may invest and reinvest such securities, funds and other property in any investments it deems appropriate, in pursuance of the Principal investment objectives as outlined in the Account Opening Form.
2. (1.) Guaranteed Return =  %  
 PLUS  
 (2.) Performance incentive during the relevant reporting period of capital appreciation of the assets at the relevant date (Client/HCM) % =  30/70  
 Hillcrest Capital Management Limited however, reserves the right to review the above rates in line with changing market situations. The Client will receive due notice of any such review.
3. Hillcrest Capital Management Limited shall not be liable for any error of judgment or mistake of law or for any loss arising out of any investment.
4. The General Conditions shall apply to this Agreement as if same were incorporated herein. Special instructions (if any):

The above instructions may be amended, supplemented or substituted by the Principal at any time provided that written notice of the same is given to Hillcrest Capital Management Limited.

5. **Non-Discretionary Management Services**

Management fees: at the rate of 1.25 % per annum (or as agreed) of the market value of the assets at the relevant date. The above fees shall be charged quarterly in arrears.

The Client (hereinafter referred to as the principal 1) hereby appoints Hillcrest Capital Management Limited as agent of the principal to manage the securities, funds and other property of the principal upon the following terms and conditions:

6. Hillcrest Capital Management Limited shall manage and invest the securities, funds and other property held by Hillcrest Capital Management Limited on behalf of the principal (hereinafter referred to as "the Assets") in accordance with:
  - (1) the principals investment objectives as outlined in the Account Opening Form; and
  - (2) the principals written directions as given to Hillcrest Capital Management Limited from time-to time; Where directions are initially given orally, written information of the directions must be provided within two business days.
7. Hillcrest Capital Management Limited shall not be liable for any error of judgment or mistake of law or for loss arising out of any investment or for any act of omission in the management of the assets, except for willful misfeasance, bad faith or negligence in the performance of liability duties, or caused by a reckless disregard of its obligations and duties hereunder. Further. Hillcrest Capital Management Limited shall not incur any liability whatsoever for losses arising from any transactions carried out by Hillcrest Capital Management Limited acting directly on the written directions of the Principal.

8. The General Conditions shall apply to this Agreement as if same were incorporated herein. Special Instructions if any:


The above instructions may be amended, supplemented or substituted by the Principal at any time provided that written note of the same is given to Hillcrest Capital Management Limited

**The Concept of Money Laundering**

Money laundering has been defined as the act of converting money or other monetary instruments gained from illegal activity into money or investments that appear to be legitimate so that its illegal source cannot be traced. Terrorist financing may not involve the proceeds of criminal conduct, but rather an attempt to conceal the origin or intended use of the funds, which will later be used for criminal purposes.

**PLACEMENT** - Introduction of cash originating from criminal activities into financial or non financial institutions.

**LAYERING** - Separating the proceeds of criminal activity from their source through the use of layers of complex financial or non-financial transactions. These layers are designed to hamper the audit trail, disguise the origin of funds and provide anonymity.

**INTEGRATION** - Placing the laundered proceeds back into the economy in such a way that they re-enter the financial system as apparently legitimate funds. Financial institutions may be used at any point in the money laundering process.

In compliance with anti-money laundering legislation such as the Money Laundering Prohibition Act 2004; the Economic and Financial Crimes (Establishment) Act, 2004; and National Drug Law Enforcement Act. 1995, Hillcrest Capital Management Limited has implemented its Money Laundering policy. These laws make it illegal for Hillcrest Capital Management Limited, its employees, or agents, to knowingly engage, or attempt to engage in a monetary transaction that involves criminally derived property, including property intended for illegal activities.

Hillcrest Capital Management Limited understands that the best way to fulfil this commitment is to maintain effective internal policies and procedures that are conducive to:

- Conducting financial activities in accordance with strict ethical standards and current laws and regulations.
- The implementation of codes of conduct and monitoring and reporting systems to prevent it from being used for money laundering.
- Ensuring that all employees observe "Know Your Customer" policies and procedures.

Strict compliance with applicable anti-money laundering laws, as well as the recommendations issued on this subject by the International Financial Action Task Force on money laundering and national and international authorities.

Hillcrest Capital Management Limited understands that the best way to fulfil this commitment is to maintain effective internal policies and procedures that are conducive to conducting financial activities in accordance with strict ethical standards and current laws and regulations.

The implementation of codes of conduct and monitoring and reporting systems to prevent it from being used for money laundering.

Ensuring that all employees observe "Know Your Customer" policies and procedures.

Strict compliance with applicable anti-money laundering laws, as well as the recommendations issued on this subject by the International Financial Action Task Force on money laundering and national and international authorities.

**Declaration**

I/We hereby declare that the information provided to Hillcrest Capital Management Limited is accurate. I/We further declare that the funds I/We am/are placing with Hillcrest Capital Management Limited have not been subject to Money Laundering or Fraudulent activities is not intended for use in any criminal or illegal activity. I/We understand that providing false or misleading information is a criminal offense and will be taken very seriously. I/We understand and accept that Hillcrest Capital Management Limited in the course of its duties may verify any of the information provided (including source of funds) and is by law required to report any suspicious activity to the relevant regulatory authorities.

Client Signature:

Date:

**Kindly send the completed pages and relevant attachment to:**

**Hillcrest Capital Management Limited**  
30B, Oladimeji Alo Street, Off Freedom Way,  
Lekki Phase 1, Lagos.  
Tel.: +234-14540095  
E-mail: info@hillcrestcapmgt.com  
www.hillcrestcapmgt.com



**Risk Management/Customer Services Questionnaire**

These questions are designed to ensure that Hillcrest Capital Management Limited representative has explained fully the investment options available to you and has clearly defined the risks involved in any investment choices made by you and that you are fully satisfied with the level of service you have received.

The following questions are rated on a scale of 1 to 5; 1 being the lowest score and 5 being the highest.

1. How clearly did representative describe all investment options available?  
 1       2       3       4       5
2. How well did the representative define and explain the risks involved in making this investment?  
 1       2       3       4       5
3. How thoroughly did the Representative take you through the contents of the Account Opening Form  
 1       2       3       4       5
4. To what extent has the representative given you a clear idea of what the fund manager can or Cannot do?  
 1       2       3       4       5
5. From your meeting our representative to what extent do you understand what the manager's strategy is and what latitude the manager has to stray from that strategy?  
 1       2       3       4       5

Please answer Yes or No (Y/N) to the following questions

6. Did the representative clearly explain the implications of each section?
 

I. Section D (Validity of information Provided)	Y <input type="checkbox"/>	N <input type="checkbox"/>	
II. General Conditions	Y <input type="checkbox"/>	N <input type="checkbox"/>	
III. Risk Disclosure	Y <input type="checkbox"/>	N <input type="checkbox"/>	
IV. Pledge Agreement (If applicable)	Y <input type="checkbox"/>	N <input type="checkbox"/>	
V. Margin Loan/Pledge Facility (If applicable)	Y <input type="checkbox"/>	N <input type="checkbox"/>	
VI. Independent Client Agreement	Y <input type="checkbox"/>	N <input type="checkbox"/>	
7. Did Representative fully explain the contents of the Anti-money Laundering and Anti-fraud declaration and ask for your signature?  
 Y       N
8. Did the representative guarantee a return on your investment?  
 Y       N
9. Nominees as well as the charges associated with transferring back client name should the client require liquidation? Y       N

Client Name:

Client Signature:

Date:

Compliance Officer:

A/C Officer's Signature:

HOD Approval:

