



**Equity Capital  
Solutions Limited**

Member of the Nigerian Stock Exchange and Participating Institution of the NASD OTC Securities Exchange

## **SECURITIES DEALING INDEMNITY**

*Indemnity based on agreement from  
Equity Capital Solutions (“the Company”)  
To grant Client a non-exclusive non-transferable license to use the Direct  
Market Access Platform (FIX) subject to the terms and restrictions set out in this  
indemnity and subject to the Company’s General  
Terms mutually agreed by the parties.  
This indemnity is governed by the laws of the Federal Republic of Nigeria.*

**THIS INDEMNITY** is given by .....of  
.....

(which expression shall where the context so admit include its successors, personal representatives, executors, administrators and assigns) of the one part to **EQUITY CAPITAL SOLUTIONS LTD** of 2<sup>nd</sup> Floor, 2, Davies Street, Kingsway Building, Marina, Lagos (hereinafter called the “the Company”) which expression shall where the context so admit include its successors-in-title and assigns) of the other part.

**WHEREAS:**

- I am the beneficial owner of the Securities/Bonds which is the subject matter of this Indemnity Agreement.
- I agree to the terms and conditions of the **Direct Market Access Platform** (the “Platform”) and I am fully aware of the services available on the Platform including but not limited to the provision of general information about stocks, bonds and other investments (the “Securities”), as well as the Purchase and Sales of Securities (the “Dealing”).
- I expressly acknowledge and agree that my use of the Platform for Dealings in my Securities is at my SOLE RISK. My subscription and use of the Platform for the purpose of dealing in my Securities places me in the position of the Broker with the right to make independent choices relating to my Securities, without further reference to the Company. Any Dealings I initiate and conclude on the Platform are beyond the control of Company.
- That my use of the Platform does not restrict my ability to contact the Company directly with respect to Dealing in my Securities. In the event that I am unable to use the Platform, I may approach the Company directly for advice on and to initiate Dealings in my Securities.

**NOW THEREFORE**, In consideration of the Company providing the Platform for the Dealing in Securities, I hereby irrevocably agree as follows:

1. I am solely responsible for my use of services on the Platform and accessing my content on the Platform. The Company is not responsible in connection with my use of the services on the Platform.
2. The Company shall use reasonable efforts to protect information submitted by me in connection with my use of the services on the Platform; however I am responsible for maintaining the confidentiality and security of my log in details to access the Platform. The Company is not responsible for any losses arising from the unauthorized use of my log in details. I will contact the Company if I suspect that my log in details has been compromised.
3. I indemnify the Company against the unauthorized use of the Platform through my carelessness, fault, omission and negligence.
4. I am solely responsible for any profit, loss, benefit, liability or otherwise arising from my Dealings in my Securities on the Platform.

5. I may not use the services provided on the Platform except as authorized to do so under the laws of the Federal Republic of Nigeria.
6. I agree to indemnify the Company with respect to any direct, indirect, incidental, punitive, special or consequential losses arising from information that the Company provides to the Nigerian Exchange Group (the “NGX Group”) following my use of the Platform, leading to the NGX Group acting on the instruction of the Company on my behalf.
7. I agree that I will not sue or recover any damages from the Company, its directors, officers, employees, affiliates, agents, contractors and licensors as a result of any losses or damages which I may suffer from my use of the Platform.
8. I indemnify the Company and hold it harmless from and against all costs (including without limitation legal fees and expenses, claims, losses, liabilities, damages and proceedings) that the Company may suffer or incur or that may arise as a result of my use of the Platform for the Dealing in Securities. Provided, such claims, demands or actions made against the Company or losses or damages suffered by the Company, are not related to any negligent or willful default on the part of the Company.
9. I release the Company from all risk attached to the Company acting on Dealing instructions issued on my behalf on the Platform, where it is discovered that the instruction, authorization or document was not authorized by us due to password theft by unknown persons, or the content was compromised due to a malfunction of the Platform. In this regard, I hold the Company harmless from the liabilities in Clause 6 above.
10. I undertake that I will at all times sufficiently indemnify the Company against all liabilities, lawsuits, proceedings, claims, demands, costs and expenses which may be taken or made against the Company or incurred or become payable by the Company by reason of the Company’s reliance on the information provided in my account opening package and signature sample therein which may become linked to the Platform.
11. That my obligation under this Indemnity shall be continuing and shall be terminated only upon mutually agreed terms with the Company.
12. This Indemnity shall be governed by and construed in accordance with the Laws of the Federal Republic of Nigeria

**CLIENT NAME:** .....

**CSCS ACCOUNT NO(S):**.....

**TELEPHONE NO(S):**.....

**SIGNATURE:**.....