FBNQuest Asset Management Limited RC 978831

18 Keffi Street, Off Awolowo Road, S.W. Ikoyi, Lagos, Nigeria Tel: +234 (1) 2702290-4, +234 (0) 708 065 3100 www.fbnquest.com/asset-management



INDEMNITY FORM

TO: The Managing Director

CONFIDENTIAL

| FBNQuest Asset Management Limited | | |
|---|-----------------------------------|--|
| 16-18, Keffi Street, off Awolowo Road | | |
| Ikoyi, Lagos State | | |
| Dear Sir/Madam, | | |
| INDEMNITY (Corporate Account) | | |
| THIS DEED OF INDEMNITY IS MADE THIS DAY OF | , 20 BY | |
| of | | (hereinafter referred to as the "Customer" which expressio |
| shall where the context so admits include its successors-in- | i-title and assigns) in favour of | f FBNQUEST ASSET MANAGEMENT LIMITED a limited liability compan |
| with its registered office at 16-18, Keffi Street off Awolowo | Road S.W. Ikoyi, Lagos State (h | hereinafter referred to as the "Company" which expression shall wher |
| the context so permits include its successors-in-title and as | ssigns). | |
| | | |
| | | |

WHEREAS:

- 1. To indemnify and keep the Company fully indemnified from and against all losses, claims, demands, liabilities, actions, proceedings, damages, fees and expenses which may be incurred or suffered by the Customer as a result of any transaction(s) carried out via the Platform.
- 2. To indemnify and keep the Company fully indemnified from and against all losses, claims, demands, liabilities, actions, proceedings, damages, fees and expenses which may be suffered by the Customer as a result of compromise or unauthorised access of the Customer's account through the Platform, or the non-receipt by the Company of any funds which are purported to have been paid by the Customer or any third party into the Customer's account.
- 3. To indemnify and keep the Company fully indemnified from and against all losses, claims, demands, liabilities, actions, proceedings, damages, fees and expenses which may be incurred or suffered by the Customer as a result of the Company using the digital or electronic signature of the Customer to process electronic transactions, without obtaining the Registrar's verification of the Customer's signature.
- 4. To indemnify and keep the Company fully indemnified from and against all losses, claims, demands, liabilities, actions, proceedings, damages, fees and expenses which may be incurred or suffered by the Customer as a result of any error, omission, or misstatement in the Customer's investment statement or investment account summary, or in any SMS or email alert received by the Customer at any given time.
- 5. To indemnify and keep the Company fully indemnified from and against all losses, claims, demands, liabilities, actions, proceedings, damages, fees and expenses which may be suffered by the Customer as a result of any interruption, malfunction, delay, downtime, or other failure of the Platform, or any component part thereof for whatsoever reason.
- 6. To indemnify and keep the Company fully indemnified against all losses, claims, demands, liabilities, actions, proceedings, damages, fees and expenses which may be suffered by the Customer as a result of any loss or damage caused to the Customer directly or indirectly as a result of the malfunction of the Company's systems, power failures, computer viruses, programming defects.
- 7. To indemnify and keep the Company fully indemnified against all losses, claims, demands, liabilities, actions, proceedings, damages, fees and expenses which may be suffered by the Customer as a result of any interruption, malfunction, downtime or failure of services provided by third parties, including without limitation, third party systems such as telecommunication service providers, internet service providers and electricity suppliers.
- 8. To indemnify and keep the Company fully indemnified against all losses, claims, demands, liabilities, actions, proceedings, damages, fees and expenses which may be suffered by the Customer as a result of any losses that may arise due to the inaccuracy of any details provided by the Customer.

This Indemnity shall be a continuing obligation in respect of any and all matters connected to or arising from the Customer's access to, and use of the Platform for electronic transactions.

This Indemnity shall be construed in all respects in accordance with the Laws of the Federal Republic of Nigeria as may be in force from time to time.

| DATE | | | |
|---------------------------------------|--|--|--|
| THE COMMON SEAL/STAMP OF WITHIN NAMED | | | |
| NAME OF COMPANY | | | |
| WAS AFFIXED IN THE PRESENCE OF | | | |
| AUTHORISED SIGNATORY | | | |
| AUTHORISED SIGNATORY | | | |