

DYNAMIC PORTFOLIO LIMITED

ONLINE TRADING ACCESS FORM

<i>Surname/ Company's Name</i>		<i>Title</i>	
<i>Other Names (for Individual Investor)</i>			
<i>Phone No</i>			
<i>Name of Contact Person (for Corporate Investors)</i>			
<i>Address of Residence</i>			<i>Email Address</i>
<i>City of Residence</i>			
<i>Country of Residency</i>		<i>State of Residence</i>	
<i>Job Title</i>			
<i>Existing Customer of Dynamic Portfolio Limited</i>		<i>Industry</i>	
<i>CSCS NO</i>	<i>CSCS CHN</i>		
<i>Dynamic Portfolio Limited Account NO</i>			
<i>Subscriber to our Newsletter (Y/N)</i>			
<i>How did you hear about Dynamic Portfolio Limited Online Service</i>			
<i>Website</i>			
<i>Newsletter</i>			
<i>Customer Service Officer</i>			
<i>Advert</i>			
<i>Others</i>			
<i>By signing this document I have read and agree with the Dynamic Portfolio Limited Online Customer Portal Access Agreement</i>			
<i>Signature / Date</i>			

DYNAMIC PORTFOLIO LIMITED

DYNAMIC PORTFOLIO LIMITED ONLINE CUSTOMER PORTAL ACCESS AGREEMENT

The following terms and conditions shall govern the Dynamic Portfolio Limited Online Portal Access Service.

1. Definitions

"Customer" means a customer of Dynamic Portfolio Limited who has or operates an account with the company and is registered with the company.

"The Company" means Dynamic Portfolio Limited

"Service" means the Dynamic Portfolio Limited Online Customer Portal service

"User code and Password" means the enabling code with which you access **the system and which** is known to you only.

"Account" means a stock broking account

"Mailing Address" means the customer's mailing address in the company's records. "Email Address" means the customer's email address in the company's record

"Instruction" means the customer's request to the company for the services.

2. This service allows the Customer to:

- (i) Obtain information regarding customer's balances (cash and stock) as at the last date of business with the company.
- (ii) Obtain information with regards to any instrument in clearing **or** any credit standing in the customer's account as at the last date of transaction on the customer's account.
- (iii) Give instructions on stock transactions (purchase / sale)
- (iv) Monitor execution of instructions
- (v) Receive market information

3 On receipt of the Customer's instructions, The Company will endeavor to carry out the customer's instructions promptly, except all or any unforeseen circumstances such as Act of God, Force Majeure, technology challenges and other causes beyond the company's control.

4 Before the service can be availed to any customer, he/she must have: the following:

- (i) An account with The Company
- (ii) A user code and password
- (iii) An electronic device with internet access
- (iv) An E-mail address

5 The Customer is prohibited from disclosing his/her details or allow access to any other person.

6 Password / E-mail (e-Mandate)

- (a) The Customer understands that his/her User Code / Password / E-mail are used to give and receive mandate instructions to and from The Company and accordingly undertakes:
 - (i) That under no circumstances shall the Password be disclosed to anybody.
 - (ii) Not to write the User Code / Password in an open place in order to avoid third party coming across same.
- (b) The customer instructs and authorizes The Company to comply with any instructions given to it via the use of this service,
- (c) The Customer understands that this his/her registered email address would be required for most transactions on the service and has the responsibility of securing such email access from third party.
- (d) Once The Company receives an instruction by means of the customer's User Code / Password, The Company shall assume that the instructions have been originated by the customer and shall rely on same as a mandate.
- (e) The customer's Password must be changed immediately it becomes known to any other person either with the customer's consent or by any other unauthorized means.
- (f) The Company expressly disclaims liability whatsoever for complying with any or all instruction(s) given by means of the customer's Password if by any means the Password becomes known to a third party.
- (g) Where a customer intends to change his Password arising from loss of memory of same, or that it has come to the notice of a third party, the customer shall perform the change online or contact The Company to block access to the service if not in a position to change the password. The Company shall, with the consent of the customer, unblock the access to allow the customer to enter a new password PROVIDED THAT the company shall not be responsible for any loss that occurs between the period of such loss of memory of the Password or knowledge of a third party and the time the report is lodged with the company.
- (h) Where a customer email is compromised, the customer shall contact the company to block access to the service. The customer on resolution of the compromise shall inform the company to unblock the access PROVIDED THAT the company shall not be responsible for any loss that occurs between the period of such compromise and the time the report is lodged with the company.
- (i) Once a customer's Password is given, it shall be sufficient confirmation of the authenticity of the instruction given.

- (j) The customer shall be responsible for any instruction given by means of the customer's Password. Accordingly, the company shall not be responsible for any fraudulent, duplicate or erroneous instructions given by means of the customer's Password.

7. **Customer's responsibility:**

The customer undertakes to be absolutely responsible for safeguarding his user code, password and email access and under no circumstance shall the customer disclose any or all of these to any person.

- (ii) The customer undertakes that he/she shall ensure the secrecy of his user code, password, and by not reproducing same in any manner whatsoever either in writing or otherwise capable of making it known to persons other than the customer.
- (iii) The customer expressly exempts The Company from any liability arising from any unauthorized access to the customer's account and/or data as contained in the company's records via the service, which arises as a result of inability and/or otherwise of the customer to safeguard his user code, password and/or failure to log out of the system completely by allowing on screen display of his account information.
- (iv) The customer further exempts Dynamic Portfolio Limited from any liability as regards breach of duty of secrecy arising out of customer's inability to diligently observe and implement the provisions of clauses 6(a) — (j) above, and/or instances of breach of such duty by hackers and other unauthorized access to the customer's account via the service.
- (v) The customer shall be responsible for changing his password on the service regularly and observe due care in the management of the password.
- (vi) The customer shall be responsible for the security of his/her email account as this is vital for communication with the service
- (vii) The customers shall be responsible for any fraud, loss and/or liability to the company or third party arising from usage of the customer's password being used by a third party and other unauthorized access. Accordingly the company shall not be responsible for any fraud that arises from usage of the customer's password.

8. Upon enrolling of a customer for the service, the customer **MAY** be charged the applicable monthly fee and/or usage fee whether or not the customer makes use of the service during the period in question. **The company shall inform the customer before any charge is made to his/her account.**

- 9 Under no circumstances shall The Company be liable for any damages, including without limitation direct or indirect, special, incidental or consequential damages, losses or expenses arising in connection with this service or use thereof or inability to use by any party, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation, transmission, computer virus or line or system failure, even if the company or its representatives thereof are advised of the possibility of such damages, losses or hyperlink to other internet resources are at the customers risk.

10. Copyright in the pages and in the screens displaying the pages, and in the information and material therein and arrangements are owned by the company and the rights providers and should not be disseminated in any form electronic or print. Only customer related information should be printed for personal use only
11. The Company shall not be responsible for any electronic virus or viruses that the customer may encounter in the course of making use of this service.
12. Customer's right to use the service is personal therefore customer agrees not to assign or make any commercial use of the service. Customer agrees that documents printed on this service cannot serve as official document unless authenticated by The Company.
- 13** The customer expressly understands and agrees that use of the service is at his/her sole risk. The service provided on an "as is and "as available" basis. The Company expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- 14 Specifically The company makes no warranty that
 - (i) the service will meet customers' requirements
 - (ii) the service will be uninterrupted, timely, secure, or error-free
 - (iii) the results that may be obtained from the use of the service will be accurate or reliable
 - (iv) the quality of any products, services, information or other material obtained by the customer through the service will meet your expectations, and
 - (v) any errors in the technology will be corrected.

15 Any material downloaded or otherwise obtained through the use of the service is done at customer's own discretion and risk and The Company is not responsible for any damage to customer's computer system or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by customer from us or through or from the service will create any warranty not expressly stated in these terms.

16.The customer agrees that The Company shall not be Liable for any damages, whether direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to damages for loss of profits, goodwill, use or other intangible losses, even if we have been adviser of the possibility of such damages, resulting from:

- (i) The use or the inability to use the service

- (ii) The cost of getting substitute goods and service resulting from any products, data, information or services purchased or obtained or messages received or transactions entered into through or from the service;
- (iii) Unauthorized access to or alteration or your transmission of data;
- (iv) Statements or conduct of anyone on the service; or
- (v) Any other matter relating to the service.

17. Indemnification. Except where caused by The Company's intentional misconduct or gross negligence, the customer agree to protect and fully compensate The Company and its affiliates and service providers from any/and all third party claims, liability, damages, expenses and costs (including, but not limited to, legal fees) caused by or arising from customer's use of the service, violation of the terms or infringement, or infringement by any other user of customer's account, of any intellectual property or other right of anyone.

18. Service changes and discontinuation. The company reserve the right to change or discontinue, temporarily or permanently, the service at any time without notice. In other to maintain the security and integrity of the service the company may also suspend customer's access to the service at any time without notice. Customer agrees that the company will not be liable to the customer or any third party for any modification or discontinuation of the service.

19. Others.

The Company is not an agent or other legal representative of the customer for any purpose by reason of this Agreement and/or any other party whom the customer is using this service to pay.

This Agreement is personal to the customer and the customer may not assign it to anyone.

All notice to the customer shall be in writing via the address the customer has provided to the company or via the customers registered email address, all notices to the company must be made in writing and sent to The Company's address.

The Company and the customer shall be an independent contractor, and nothing contained in this agreement shall be deemed to create any association, partnership, joint venture, or relationship of principal, agent or master and servant, employer or employee between parties.

If any of these terms is held to be unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties with other provision remaining in full force and effect.

The laws of the Federal Republic of Nigeria shall apply to this agreement

I/We agree that the above terms and conditions shall govern my/our online access relationship with the company as far as the service is concerned.

Given under my/our hands/seal this _____ day of _____

Name:

Address:

Signature:

Date:

For more enquiries email us: info@dynamicportfolio.com or call us on 234 805 555 0606.

Website: www.dynamicportfolio.com