

OSBCORNE CAPITAL MARKETS LIMITED:

ONLINE TRADING PORTAL: TERMS AND CONDITIONS

1. Client is fully aware of and understands the risks associated with availing of a service for routing orders over the Mobile apps and Webchannel trading via wireless technology and the client shall be fully liable and responsible for any and all acts done in the client's User name/password in any manner whatsoever.
2. It is the client's responsibility to ensure that the password/user ID provided for the purpose of using the facility for the trading activities, shall not be disclosed to any person including employees/dealers of Osborne Markets Limited permit any person to carry out trading activities using the password/user ID. Once a password has been created by you, it shall always be your sole responsibility to ensure the secrecy of the password/user ID
3. Client is informed that our firm's Webchannel and Mobile Apps Trading Login ID and Password link, shall be sent to the client by email as agreed by the client. The client receives the mail and immediately set his/her password through the Internet. At no point in time shall we be liable for any loss, whether notional or actual, that may be suffered by the client on account of the misuse of the Password. We shall not be responsible in any manner for the password as the client has to reset the same through Internet.
4. Client shall be solely responsible for all orders placed and transactions done via the wechannel and Mobile Apps, Osborne Capital Markets Limited shall not be liable for any loss, arising from misuse or negligence during the trading session.
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6. Client is aware that trading over the internet involves many uncertain factors and complex hardware, software, communication network, etc. which are susceptible to interruptions and dislocations. Osborne Capital Markets Limited does not make any representation or warranty that the Online Trading Service will always be available to the client without any interruption.
7. Client shall not have any claim against our firm on account of any interruption, non-availability or malfunctioning of the Mobile Apps and Web channel system or service or non-execution of his/her orders due to any link/system failure at client end for any reason beyond our control while we have no any interference between the client and Exchange system.
8. The Web channel includes market analysis. Any investments and/or speculations made insight of information expressed or implied herein, are committed at your own risk, financial or otherwise. Osborne Capital Markets Limited is not responsible for any interruptions, transmission blackout, delayed transmissions to the Web channel site as a result of internet traffic or incorrect transmission due to public nature of the in

ternet or otherwise. We shall not be liable for any direct, indirect, special or consequential damages arising out of the use of the Web channel and Mobile Apps

9. Client agrees to indemnify, defend and hold harmless Osborne Capital Markets Limited, its officers, Directors and employees from and against all losses, expenses, damages and costs from any violation of these Terms and Conditions or any activity related to your business transactions by you

10. Osborne Capital Markets Limited reserves the right to change/revise the terms and conditions by updating this posting and all changes/revisions shall be part and parcel of the Terms and Conditions.

CLIENT DECLARATION

1. I hereby declare that all transactions shall be subject to the rules of the NGX and other prevailing laws and regulations of Nigeria and in particular to the authority herein after granted by me to MBC Securities Limited and other stipulations made by them from time to time, which will regulate transactions via the Web channel and Mobile Apps.

2. I also permit and authorize Osborne Capital Markets Limited at their absolute discretion and at my risk to sell and transfer and/or all of the shares in any company registered in my securities account maintained by Osborne Capital Markets Limited, in order to make good and compensate for loss or damages incurred or sustained by Osborne Capital Markets Limited as a result of my default (for whatsoever reason) in making any payments lawfully due to Osborne Capital Markets on account of any transaction pertaining to the said securities account on the settlement date.

3. This authority is given to Osborne Capital Markets Limited by me in addition to the right of the broker to sell the specific securities in respect of which I am in default and generally to other rights, powers and remedies available to Osborne Capital Markets Limited under the prevailing laws, rules and regulation of NGX. The authority granted hereby shall in no way absolve me from my liability towards Osborne Capital Markets Limited arising from or consequent upon any such default. I shall also agree to any other remedial actions taken by Osborne Capital Markets Limited to make good any losses incurred by Osborne Capital Markets Limited as result of my actions.

4. I hereby undertake to conduct all businesses in compliance with the Terms and Conditions stated in this Form and all stipulations of Osborne Capital Markets Limited.

5. I hereby declare that I am fully aware of the Terms and conditions governing the use of the platform and state that I shall unconditionally agree with and shall abide by the Terms and Conditions stated in this Form.