

MUDARABA INVESTMENT APPLICATION FORM**INVESTMENT AMOUNT (N)**Attach current
Passport
PhotographAttach current
Passport
PhotographPlease complete all details in **block letters**. All fields with (*) are compulsory.I am a New Customer ☐Send me information about other **Lotus Capital Product & Services** ☐**PERSONAL DETAILS OF APPLICANT(S)****INDIVIDUAL**

Surname*

First Name*

Other Name

Date of Birth* Gender* Female ☐ Male ☐

Residential Address*

State of Residence*

Mobile Number*

Email Address

City and Country of Birth*

State of Origin*

LGA*

NIN* BVN* Marital Status: Single ☐ Married ☐ Widowed ☐

Religion*

Country of tax residence*

Tax Payer ID/ TIN*

If TIN is unavailable, please explain why

Nationality*

Other Nationality

(For those with dual nationality or nationality other than Nigeria)

I confirm I am not subject to US Tax Laws ☐**ID Card Type***NIMC Card ☐ Drivers license ☐ Int'l Passport ☐
Permanent Voters Card ☐**JOINT APPLICANT**

Surname*

First Name*

Other Name

Date of Birth* Gender*: Female ☐ Male ☐

Residential Address*

State of Residence*

Mobile Number*

Email Address

City and Country of Birth*

State of Origin*

LGA*

NIN* BVN* Marital Status: Single ☐ Married ☐ Widowed ☐

Religion*

Country of tax residence*

Tax Payer ID/ TIN*

If TIN is unavailable, please explain why

Nationality*

Other Nationality

(For those with dual nationality or nationality other than Nigeria)

I confirm I am not subject to US Tax Laws ☐**ID Card Type***(NIMC Card/Drivers license/Int'l Passport/
Permanent Voters card) *

ID Card Number									
ID Card Issue Date									
ID Card Expiry Date									

*Have you held or do you currently hold a Senior Public /Govt Office (in or outside Nigeria) YES ☐ NO ☐

*Do you have close relatives/associates who have occupied or currently occupying any political position or royalty? YES ☐ NO ☐ If yes, please give details.

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I would like to receive SMS in addition to emails ☐

INVESTING FOR A CHILD (For persons under 18 years)

Surname									
Other Name									
Date of Birth	<table><tr><td>D</td><td>D</td><td>M</td><td>M</td><td>Y</td><td>Y</td><td>Y</td><td>Y</td></tr></table>	D	D	M	M	Y	Y	Y	Y
D	D	M	M	Y	Y	Y	Y		

ID Card Number									
ID Card Issue Date									
ID Card Expiry Date									

*Have you held or do you currently hold a Senior Public /Govt Office (in or outside Nigeria) YES ☐ NO ☐

*Do you have close relatives/associates who have occupied or currently occupying any political position or royalty? YES ☐ NO ☐ If yes, please give details.

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I would like to receive SMS in addition to emails ☐

SOURCE OF FUNDS*

Employment ☐ Inheritance ☐ Sale of Asset ☐ Business Activities ☐ Others ☐

Please specify:

ESTIMATED ANNUAL INCOME*

N100,000 – N1Million ☐ N1Million – N5Million ☐ N5Million – N10Million ☐ N10 Million – N15Million ☐ N15Million & Above ☐

EMPLOYMENT STATUS*

Salaried Employment ☐ Self Employed ☐ Retired ☐ Student ☐

Occupation/Business Type	
Employer/Business Name	
Employer/Business Address	
State & Country	
Industry/Sector	

INVESTMENT HORIZON

30 days ☐ 60 days ☐ 90 days ☐ 180 days ☐ 270 days ☐ 360 days ☐

BANK DETAILS*

Bank Name											
Bank Account Number	<table><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>										
Bank Account Name											

PROFIT PAYMENT

Reinvest ☐ Pay to my Bank Account ☐

NEXT OF KIN*

Title (Mr, Mrs, Miss, Chief, Dr)		Date of Birth	<table><tr><td>D</td><td>D</td><td>M</td><td>M</td><td>Y</td><td>Y</td><td>Y</td><td>Y</td></tr></table>	D	D	M	M	Y	Y	Y	Y
D	D	M	M	Y	Y	Y	Y				
Gender	Male <input type="checkbox"/> Female <input type="checkbox"/>	Address									
Surname											
First Name		State									
Other Name		Relationship									
Mobile No.		Email Address									

HOW DID YOU HEAR ABOUT US?

Radio ☐ Website ☐ Social Media ☐ Internet/Search ☐ Lotus Bank Branch ☐ Friend ☐
Family Member ☐ Lotus Capital Sales Agent ☐ Event/Webinar ☐

TERMS AND CONDITIONS

Please read the following terms and conditions carefully. By completing and signing this form, you agree to be bound by its terms.

NOW IT IS HEREBY MUTUALLY AGREED as follows:

Investment Basis

Funds are mobilised from investors on an investment agency/management arrangement (Mudaraba). The funds are invested by the Investment Manager on behalf of an investor in diversified sharia-compliant transactions and instruments having pre-determined target returns. The funds will be invested in predominantly cost-plus (murabaha contracts). The investment may also be made in Ijara (lease) or Mudaraba (investment management) contracts. Returns generated from the investments are distributed to investors according to a profit-sharing ratio which may equate an indicative return for the relevant investment period.

Investment Nature

The investment is a sharia-compliant term investment. Unlike conventional 'interest paying' deposit investments, the investment does not pay interest. Instead, the Investment Manager discretionally invests funds mobilized in Sharia-compliant investments. Returns generated will be distributed in accordance with a sharing formula.

Calculation of Indicative Returns

Indicative Returns to investors are calculated using a combination of factors including the average returns across different assets/transactions and a profit sharing split between investor and the Investment Manager. Accordingly, while the Investment Manager will strive to achieve the indicative returns contained in the acknowledgement notice/Investment Advice, the actual returns to customers may vary from time to time.

No guarantee

The Investment Manager Mudaraba Investment Plan represents an investment partnership between the Investor and the Investment Manager where the Investment Manager deploys its expertise to maximise returns for the Investor. The Investment Manager is knowledgeable in investment matters and shall exercise all reasonable care and skills to invest all funds coming under its control in sharia-compliant instruments and in safe and secure investments, taking necessary credit and risk management controls. The Investment Manager does not guarantee that the Indicative Returns will be achieved and shall not be liable for any diminution in capital or shortfall from the Indicative Returns. Any investment losses will be borne by investors.

Operation of Investment Account

1. The account shall be operated in accordance to the existing laws, rules and regulations in Nigeria. The Investor assumes full responsibility for the genuineness, correctness and validity of all negotiable instruments, receipts and other documents submitted to Investment Manager.

2. All Know-Your-Customers (KYC) documentations shall be concluded prior to booking of the investment. Investment Manager reserves the right to take all reasonable steps including third party enquiries to validate information provided. The Investor understands that if they are unable to furnish Investment Manager with all required account opening/KYC documentation, their funds will be returned to it and the Investor shall not hold Investment Manager liable for any diminution, loss of income, or transfer charges if its funds are returned.

3. All investments shall be made by deposit or transfer, in the name of the Investor, into the company's dedicated account through financial institutions. The Investment Manager will not accept any liability for cash handed over to its staff or payment made via Point of Sale (POS) devices.

Governing Law and Jurisdiction

This terms and conditions shall be governed by Nigerian Laws, and the courts shall have jurisdictions to entertain disputes arising therefrom.

Data Privacy

The Investor consents to the processing and retention of his/her/their personal data by the Investment Manager in accordance with the Nigeria Data Protection Act 2023.

Complaints

The Company will attend to all complaints from Investors in accordance with its Complaints Management Framework. The Framework is available on the Investment Manager's website: <https://www.lotuscapitallimited.com/>

4. Investment Advice confirming the investment amount, tenure and indicative returns shall be sent to Investor within 48 hours of clearing of funds.

5. All liquidation requests may be made either by signing a liquidation form or email from the investor's registered email address with the Manager. The Investor understands that email communication may be insecure and can be hacked or compromised. It is the responsibility of the Investor to ensure that his/its email is and will remain secure. The Investment Manager shall not be obligated to investigate the genuineness of an instruction once it purports to proceed from the registered email address and it is hereby absorbed from any liability arising from acting on instructions proceeding from the registered account.

6. Proceeds of investment shall be paid only to the account of the Investor and the Investment Manager shall not be obligated to honour third-party payment instructions or payment to other accounts of the investor not held on the record of the Investment Manager.

7. Subject to any banking disruptions, liquidation request will be cleared within 3-5 business days.

Compensation

The Investment Manager shall be entitled to the share of profit indicated in the Investment Advice and any excess above the indicative return will accrue to the Investment Manager as an incentive fee.

Variation

The terms of this contract are standard and are not subject to further negotiation by the Investor. The Investment Manager reserves the right to vary the terms and conditions of the investment from time to time. The Investment Manager shall notify every and all investors of any such change and give them seven (7) days grace period to request withdrawal of their investment if they do not agree with the changes.

Set-off

In addition to any general lien or similar right to which the Investment Manager may be entitled by law, it may at any time set-off any balances in the account against any liability due to it.

Termination

The Investment Manager reserves the right to terminate the investment at any time by returning any invested funds and accrued returns to the Investor.

Confidentiality

All information relating to the account shall remain confidential and shall not be disclosed by the Investment Manager to third parties without the Investor's written instructions. This obligation does not apply to request made by regulatory and law enforcement agencies or any other authority which the Investment Manager is obligated to disclose under the law.

The Investor shall keep all account information confidential and absolves the Investment Manager from liability for any disclosure due to the Investor's error or negligence.

Indemnity for Third-Party Instruction

The Investor agrees that in consideration of Investment Manager issuing or accepting third-party bank cheques, bank drafts and/or other negotiable instruments from time to time, the Investor hereby irrevocably undertakes to fully indemnify Investment Manager against all losses, expenses, costs, damages or otherwise, that may occur as a result of the issuance or acceptance of the said third-party cheques, drafts and/or negotiable instruments.

Regulatory Disclosure

The Investor authorizes the Investment Manager to disclose any or all of the information provided to it in compliance with any regulatory disclosure obligation statutorily imposed from time to time on financial institutions operating in the Federal Republic of Nigeria. Subject to applicable local laws, Investors hereby consent and authorise the Investment Manager to share their information with domestic and overseas tax authorities where necessary to establish their tax liability in any jurisdiction. Where required by domestic or overseas regulators or tax authorities, Investors consent and agree that Investment Manager Capital Limited may withhold from their account(s) such amounts as may be required according to applicable laws, regulations, and directives.

DECLARATION

I declare that

- I am at least 18 years old
- The information given is correct to the best of my knowledge and belief, and will inform Lotus Capital Limited of any change in the information within five (5) working days of such change.
- I certify that the proceeds are legitimate and not the proceed of any unlawful activity.
- Upon expiry, I have authorized and granted the Investment Manager discretion to reinvest my deposited funds in accordance with the terms of the transaction available.

I agree

- To comply with the minimum investment holding period for each investment failing which I/we accept any cost and charge that may arise as a result of my/our liquidation.
- That a fund statement in respect of this investment may be sent email, at my/our risk to the address given above.

I consent

- To the processing and retention of my personal data as provided herein and in accordance with the Nigeria Data Protection Act 2023.

I have read

- Understood and unconditionally agreed to all the terms and conditions in the Mutual Fund Agreement. (Contained overleaf).

Applicant's Signature							
Name							
D	D	M	M	Y	Y	Y	Y

Applicant's Signature							
For Joint Unitholder							
Name							
D	D	M	M	Y	Y	Y	Y

SIGNATURE MANDATE*

Sole Signatory

☐

Either to Sign

☐

Both to Sign

☐

REQUIRED KYC DOCUMENT CHECKLIST

Tick	Individual/Joint
	A clear copy of govt-issued ID card of each applicant/signatory (Int'l Passport, Drivers License, Permanent Voters Card, NIMC Card/Slip with NIN)
	A clear proof of residential address of each applicant/signatory (Electricity bill, Waste Bill, Water Bill (not more than 3 months old) etc.
	For person below 18 years: recent passport photograph of the minor, birth certificate issued by the National Population Commission (NPC)
	For foreign documents: notarised copies of govt-issued ID card, proof of residential address and birth certificate (If investment is on behalf of persons below 18 years)

PAYMENT DETAILS

Please find below bank details for transfer into the Lotus Mudaraba Investment Plan

Investment Type	Lotus Mudaraba Investment Plan
Minimum Initial Investment	₦100,000
Minimum Additional Investment	₦5,000
Bank Name	Rand Merchant Bank
Account Number	1000140083
Account Name	Lotus Capital Mudaraba Investment

Please note that CASH and transfers via POS agents or ATMs are not acceptable modes of payment.

IMPORTANT

- Please note that the funds will be invested in accordance to the terms of transaction available on the business day following the receipt of transferred funds and completed KYC documents.
- Please email the completed form and KYC documents to **info@lotuscapitallimited** or submit to any Lotus Capital Limited's Office.

LAGOS OFFICE

Lotus House
182, Awolowo Road
Ikoyi, Lagos, Nigeria
Tel: +234 908 705 8405
+234 913 938 9577
+234 908 705 8410
+234 908 705 8407

ABUJA OFFICE

6th Floor
Yobe Investment House
Plot 1332, Ralph Shodeinde Street
Central Business District, Abuja
Tel: +234 908 705 8409
+234 807 709 9557
+234 916 984 9015

KANO OFFICE

Suite No. 6 Site C
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15, Ahmadu Bello/
Murtala Mohammed Way
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Tel: +234 809 065 0623
+234 807 709 9766