



**LOTUS CAPITAL**  
HALAL INVESTMENTS

# **LOTUS MUDARABAH INVESTMENT PLAN**

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## **(CORPORATE)**

**The Lotus Mudaraba Investment Plan  
is registered with the  
Securities and Exchange Commission, Nigeria**

## MUDARABAH INVESTMENT APPLICATION FORM (CORPORATE)



INVESTMENT AMOUNT (N)

Please complete all details in **block letters**. All fields with (\*) are compulsory.

### INVESTOR DETAILS

Company Name*			
Registration Number*			
Date of Incorporation*			
Tax Identification Number*			
Business Address*			
	State*		
Website*			
Industry/Sector*			
Annual Turnover*			

### FOR CORRESPONDENCE

Email Address			
Phone Number*			
Would you like to receive SMS in addition to emails YES <input type="checkbox"/> NO <input type="checkbox"/>			

### CONTACT PERSON DETAILS

Name of Contact Person*			
Designation*			
Contact's Phone Number*			
Contact's Email Address			

### BANK DETAILS

Bank Name*											
Account Number*	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Account Name*											

### ULTIMATE BENEFICIAL OWNERS/PERSONS WITH SIGNIFICANT CONTROL (SHAREHOLDERS WITH MORE THAN 5% SHAREHOLDING IN THE COMPANY)

Title		Gender	M <input type="checkbox"/>	F <input type="checkbox"/>	Affix Current Passport															
Surname																				
First Name																				
Other Name																				
Date of Birth	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>		<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>										
Residential Address																				
State		Nationality																		
Mobile Number																				
Email Address																				
BVN	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	NIN	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Designation																				
% Shareholding																				
Source of Wealth																				

Signature (if also an authorized signatory)

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If any/ all of the company signatories or PSC is resident in a jurisdiction other than Nigeria, please state the jurisdiction

If any/ all of your company signatories or PSC is a US citizen or US tax resident, please provide US Tax Identification Number.

**AUTHORIZED SIGNATORIES (At least one signatory must be a director)\***

Title	<input type="text"/>	Gender	M <input type="checkbox"/>	F <input type="checkbox"/>	Affix Current Passport
Surname	<input type="text"/>				
First Name	<input type="text"/>				
Other Name	<input type="text"/>				
Date of Birth	<input type="text" value="D"/> <input type="text" value="D"/> <input type="text" value="M"/> <input type="text" value="M"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/>				
Residential Address	<input type="text"/>				
<input type="text"/>					
State	<input type="text"/>	Nationality	<input type="text"/>		
Mobile Number	<input type="text"/>				
Email Address	<input type="text"/>				
BVN	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	NIN	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		
Designation	<input type="text"/>				
Source of Wealth (If PEP)	<input type="text"/>				
Signature Class	A <input type="checkbox"/>	B <input type="checkbox"/>	C <input type="checkbox"/>	Signature	<input type="text"/>

Title	<input type="text"/>	Gender	M <input type="checkbox"/>	F <input type="checkbox"/>	Affix Current Passport
Surname	<input type="text"/>				
First Name	<input type="text"/>				
Other Name	<input type="text"/>				
Date of Birth	<input type="text" value="D"/> <input type="text" value="D"/> <input type="text" value="M"/> <input type="text" value="M"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/>				
Residential Address	<input type="text"/>				
<input type="text"/>					
State	<input type="text"/>	Nationality	<input type="text"/>		
Mobile Number	<input type="text"/>				
Email Address	<input type="text"/>				
BVN	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	NIN	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		
Designation	<input type="text"/>				
Source of Wealth (If PEP)	<input type="text"/>				
Signature Class	A <input type="checkbox"/>	B <input type="checkbox"/>	C <input type="checkbox"/>	Signature	<input type="text"/>

Title	<input type="text"/>	Gender	M <input type="checkbox"/>	F <input type="checkbox"/>	Affix Current Passport
Surname	<input type="text"/>				
First Name	<input type="text"/>				
Other Name	<input type="text"/>				
Date of Birth	<input type="text" value="D"/> <input type="text" value="D"/> <input type="text" value="M"/> <input type="text" value="M"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/>				
Residential Address	<input type="text"/>				
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State	<input type="text"/>	Nationality	<input type="text"/>		
Mobile Number	<input type="text"/>				
Email Address	<input type="text"/>				
BVN	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	NIN	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		
Designation	<input type="text"/>				
Source of Wealth (If PEP)	<input type="text"/>				
Signature Class	A <input type="checkbox"/>	B <input type="checkbox"/>	C <input type="checkbox"/>	Signature	<input type="text"/>

For additional Authorized Signatories and/or additional Company Ultimate Beneficial Owners, please provide all the above-listed information on a separate sheet and submit it with this application form.

## SIGNATURE MANDATE\*

Sole Signatory ☐ Any ONE to Sign ☐ Any TWO to Sign ☐ All Signatories ☐

Others:

## ENHANCED DUE-DILIGENCE\*

Does any of the company's directors, shareholders, signatories, or any of their close relatives/associates currently hold or held any political position in the past? YES ☐ NO ☐

If yes, please provide details (Name, Position Held, Date Held, Relationship of PEP with the company, source of wealth, valid govt-issued ID card)

## INVESTMENT HORIZON

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

## PROFIT PAYMENT

Reinvest ☐ Pay to my Bank Account ☐

## 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.

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.

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/>

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

We \_\_\_\_\_ request that you open an investment account in the name of the afore-mentioned company and authorize you to honour all instructions signed by the authorized signatories.

We hereby confirm that we have received, read, understood, and agree to be bound by and comply with the terms and conditions (as may be varied or supplemented from time to time) provided in this agreement and in other documents that **Lotus Capital Limited** may subsequently provide.

We certify that:

- The fund and source of funds invested herein are legitimate and not the proceeds of any unlawful activity.
- The information given is correct to the best of our knowledge and belief. We will inform **Lotus Capital Limited** of any change in the information within five (5) business days of such change.

We agree:

- To invest for any required minimum investment holding period failing which we accept any charge that may arise as a result of our prior liquidation.
- That an investment statement may be sent by email at our risk to the email address provided herein.

Signed on behalf of

Company's Name\*

Name\*

Designation\*

Signature\*

Date

REQUIRED KYC DOCUMENT CHECKLIST

Tick	Documents
	Duly completed and signed account opening form (all relevant fields must be completed)
	A copy of Certificate of Incorporation or Registration
	A copy of Memorandum and Article of Association or Constitution
	Current CAC Status Report
	A copy of CAC Form 2 and 7 or Form 1.1 (Particulars of Directors and Shareholders)
	Board resolution/letter of authorization to open an investment account and the nominated signatories
	A clear proof of business address (electricity bill, waste bill, water bill, etc (not more than 3 months old)
	KYC data for shereholders with significant control/ultimate beneficiaries (Individuals - Passport photo, valid govt-issued ID card and recent utility bill), Companies - Registration Documents, Residence Permit for Non-Nigerian residing in Nigeria
	KYC data for authorized signatories - passport photo, valid govt-issud ID card, and recent utility bill (not ore than 3 months)
	SCUML Certificate where applicable) SCUML certificate is required for charities, religious organizations, supermarkets, firms providing hospitality, real estate, and consultancy services, and other Designated Non Financial Institution (DNFIs) as defined in the Money Laundering Prohibition Act 2022.

## 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

59, Murtala Muhammed Way  
Wapa, Kano State  
Tel: +234 809 065 0623  
+234 807 709 9766