



**LOTUS CAPITAL**  
HALAL INVESTMENTS

# **LOTUS HALAL MUTUAL FUND**

---

## **(INDIVIDUAL)**

**This Mutual Fund  
is registered with the  
Securities and Exchange Commission, Nigeria**

**MUTUAL FUND APPLICATION FORM - INDIVIDUAL**

Kindly select the Fund(s) you would like to invest in

TICK	MUTUAL FUND	INVESTMENT AMOUNT (₦)
	Lotus Halal Investment Fund	
	Lotus Halal Fixed Income Fund	

Please 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*	D	D	M	M	Y	Y	Y
Gender*	Female	<input type="checkbox"/>	Male	<input type="checkbox"/>			
Residential Address*							
State of Residence*							
Mobile Number*							
Email Address							
City and Country of Birth*							
State of Origin*							
LGA*							
NIN*							
BVN*							
Marital Status: Single <input type="checkbox"/> Married <input type="checkbox"/> Widowed <input type="checkbox"/>							
Religion*							
Country of tax residence*							
Tax Payer ID/ TIN*							
If TIN is unavailable, please explain why							
Nationality*							
<b>Other Nationality</b> (For those with dual nationality or nationality other than Nigeria) I confirm I am not subject to US Tax Laws <input type="checkbox"/>							
<b>ID Card Type*</b> NIMC Card <input type="checkbox"/> Drivers license <input type="checkbox"/> Int'l Passport <input type="checkbox"/> Permanent Voters Card <input type="checkbox"/>							

Attach current  
Passport  
Photograph

Attach current  
Passport  
Photograph

**JOINT APPLICANT**

Surname*							
First Name*							
Other Name							
Date of Birth*	D	D	M	M	Y	Y	Y
Gender*	Female	<input type="checkbox"/>	Male	<input type="checkbox"/>			
Residential Address*							
State of Residence*							
Mobile Number*							
Email Address							
City and Country of Birth*							
State of Origin*							
LGA*							
NIN*							
BVN*							
Marital Status: Single <input type="checkbox"/> Married <input type="checkbox"/> Widowed <input type="checkbox"/>							
Religion*							
Country of tax residence*							
Tax Payer ID/ TIN*							
If TIN is unavailable, please explain why							
Nationality*							
<b>Other Nationality</b> (For those with dual nationality or nationality other than Nigeria) I confirm I am not subject to US Tax Laws <input type="checkbox"/>							
<b>ID Card Type*</b> (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.

--

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.

--

I would like to receive SMS in addition to emails ☐

First Name	
Gender	Male <input type="checkbox"/> Female <input type="checkbox"/>
Country of Birth	

#### 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	<input type="checkbox"/>	Self Employed	<input type="checkbox"/>	Retired	<input type="checkbox"/>	Student	<input type="checkbox"/>
Occupation/Business Type							
Employer/Business Name							
Employer/Business Address							
State & Country							
Industry/Sector							

#### INVESTMENT HORIZON

30 - 90 days ☐ 180 - 365 days ☐ 1 year and above ☐

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

#### DISTRIBUTION 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

### 1. Account Opening

The Client has requested Lotus Capital Limited ("Lotus" or "Fund Manager") to open an investment account ("the account") on behalf of the Client.

### 2. Genuineness of Instruments & Documents

The Client assumes full responsibility for the genuineness, correctness and validity of all negotiable Instruments, receipts, and other documents submitted to the Fund Manager.

### 3. Safe Operation of Account

The Client assumes full responsibility and will ensure safe custody of all print and electronic correspondence issued to/or by Lotus regarding the account. The Client hereby indemnifies Lotus against any loss, damage or liability resulting from its non-compliance with the above.

### 4. Instructions

The Client authorizes Lotus to honour all written instructions executed in accordance with the account mandate provided herein. The Client agrees that Lotus may refuse to act on any instruction if:

- 4.1. It doubts the authenticity of the instruction or does not consider it to be so clearly clear.
- 4.2. It believes that doing so might cause a breach of any law, regulation, code, order or contractual obligation binding on Lotus or the client.

### 5. Third-Party Enquiries

The Client agrees and authorizes Lotus without reservation to make third-party inquiries about its business now or at any time in the future in order to satisfy all required Know Your Customer ("KYC") obligations statutorily imposed from time to time on financial institutions in the Federal Republic of Nigeria.

### 6. Variation

The Client agrees that Lotus in its sole discretion may at any time suspend or vary the terms and conditions of the operation of the account. Lotus will however promptly notify the Client of any suspension of service, changes regarding the operation of the account or applicable charges and tariffs payable by the Client.

### 7. Law & Dispute Resolution

These terms and conditions shall be governed in accordance with the laws of the Federal Republic of Nigeria. If Parties are unable to settle any dispute arising out of or in connection with this Agreement within 5 (five) days of the date on which a dispute arose, either Party may refer the dispute to arbitration. Arbitral proceedings shall be presided over by a single arbitrator appointed by the Lagos Multi-Door Courthouse. The arbitration shall take place in Lagos, Nigeria.

### 8. Redemption

- 8.1. Clients shall have the right to redeem all or part of the units held by them at the bid price on any Business Day immediately following receipt of notice of redemption from the Client ("Redemption Notice").
- 8.2. Minimum permissible holding for partial redemption is 5 units or such units as may be advised by the Fund Manager from time to time.
- 8.3. The Fund Manager will transfer redemption proceeds within five (5) Business Days of receipt of Redemption Notice unless otherwise advised.
- 8.4. Units may be redeemed before the expiration of the minimum investment period provided that the Fund Manager shall be entitled to deduct from the Unitholder's investment any charges directly incurred as a result of redemption within the minimum investment period.

### 9. Know Your Customer

The Client understands and agrees that Lotus is not obligated to open an account where the Client has not provided complete KYC documentation. For the avoidance of doubt, no returns shall be earned on deposited funds before the provision of complete KYC documentation. The Client understands that if it is unable to furnish Lotus with all the required account opening / KYC documentation, its funds will be returned to it and the Client shall not hold Lotus liable for any diminution, loss of income, or transfer charges if its funds are returned.

### 10. Fees and Charges

The Client agrees that Lotus shall set-against the account any charge(s), tariff(s), deductions or costs associated with the operation of the account.

### 11. Operation of Account

11.1. The Client agrees that the operation of the account is subject to compliance with all laws, regulations, administrative rules and orders which may from time to time be issued by the Federal Government of Nigeria and/ or any other regulatory authorities in Nigeria.

11.2. In consideration of Lotus allowing the Client to operate the account from time to time, the Client hereby undertakes to hold Lotus harmless and keep Lotus indemnified from all losses, costs or damages Lotus may sustain as a result of any default by the Client.

11.3. The Client agrees that Lotus is under no obligation to honour any redemption on the account unless there are sufficient funds in the account to cover the value of the said redemption.

11.4. The client will invest directly through financial institutions. Lotus will not accept any liability for cash handed to its staff.

11.5. The Client agrees that Lotus shall not be liable for any loss or damages sustained by the Client by reason of the operation of the investment provided such loss or damages were not caused or facilitated by Lotus or any of its staff.

### 12. Indemnity for Third-Party Instruction

The Client agrees that in consideration of Lotus issuing or accepting third-party bank cheques, bank drafts and/or other negotiable instruments from time to time, the Client hereby irrevocably undertakes to fully indemnify Lotus 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.

### 13. Right of Set-off

Lotus may, without prior notice to the Client, set off any liability, direct or contingent, past, present, or future that the Client owes Lotus against any funds the Client has invested with Lotus. The Client grants Lotus a lien on and security interest in such funds as security for all the Client's current or future liabilities and obligations to Lotus.

### 14. Investment Risk Warning

14.1. The Client agrees that Lotus shall have no responsibility or any liability to the client for any diminution in the Client's investment for any reason including governmental order, levy, tax, embargo, or depreciation in the value of the fund due to inflation or the unavailability of funds due to exchange restrictions on convertibility, requisitions, involuntary transfers, seizure of any character, the exercise of military powers, or any other cause beyond the control of Lotus and that any or all funds standing to the credit of the account will be payable only in such local currencies as may then be in circulation in the Federal Republic of Nigeria.

14.2. The Client understands that investments in mutual funds involve risks; the value of the Client's investment may fluctuate and losses may arise as a result of the fluctuation. There is no assurance that the investment objective would be achieved and past performance is not a guarantee of future performance.

### 15. Acceptable Funds Transfer Instructions

15.1. The Client agrees that all instructions on the account shall be duly signed according to the account mandate provided by the Client.

15.2. The Client hereby acknowledges that photocopied letters, electronic mail (on the letterhead or otherwise), or other unsecured means of communication to convey instruction not backed by a duly signed original letter from the client is associated with the additional risk of fraud. In such instance, the Client holds Lotus blameless for its refusal or execution of the instruction.

15.3. The Client hereby authorizes Lotus to accept instructions emanating from the email address provided in this application form or any update form thereof. The Client indemnifies Lotus against all liabilities arising from relying on such instructions.

15.4. Notwithstanding the foregoing, Lotus shall have absolute discretion to verify or confirm any instruction received via any electronic medium.

### 16. Disruption of Service(s)

The Client agrees that Lotus shall have no liability for failure to provide any agreed services(s) due to reasons beyond its control. These reasons include but are not limited to industrial action, failure of electricity supply, riots, civil commotion, political unrest, pandemics, armed conflict or insurrection.

### 17. Regulatory Disclosure

The Client authorizes Lotus 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, I/We hereby consent and authorise for Lotus Capital Limited to share my/our information with domestic and overseas tax authorities where necessary to establish my/our tax liability in any jurisdiction. Where required by domestic or overseas regulators or tax authorities, I/We consent and agree that Lotus Capital Limited may withhold from my/our account(s) such amounts as may be required according to applicable laws, regulations, and directives.

### 18. Evidence Of Investments

The evidence of the Investment of the Client shall be in the form of an investment statement. The Fund Manager may provide a print-out of the investment statement to the Client or send an electronic copy to the email provided by the Client.

### 19. Data Privacy

The Client has consented to the Fund Manager retaining and processing personal data provided by the Client in accordance with the Nigeria Data Protection Act 2023.

### 20. Lotus Client Portal

The Lotus Client Portal is a proprietary technology service owned and managed by Lotus Capital Limited on this website/mobile app. Lotus has provided this client portal for ease of access to the Client's investment account by the Client. Access and use shall come with corresponding obligations on the Client's part as the account holder. Upon signing up to this service, Lotus shall issue a set of login credentials unique and exclusive to the Client. The Client shall not share or provide these login credentials to anyone including staff of Lotus Capital Limited. The Client acknowledges that Lotus has no means of verifying the user of the login credentials and from what device the client portal is accessed. The Client accepts full responsibility for any unauthorized access to the Client Portal with the login credentials provided. Save as otherwise as may be communicated to Lotus, the Client irrevocably authorizes Lotus to rely on access made to the portal with the Client's login credentials to the account without any liability on Lotus. The Client agrees to indemnify, defend and hold harmless Lotus, its affiliates, directors, officers and employees against any and all losses arising from any unauthorized or third-party use of the portal as a result of any failure by you to adequately secure your data or devices or access to your account.

### 21. Termination

The Fund Manager may terminate this Agreement upon the issuance of a three-day prior written notice of termination. Upon termination, the Fund Manager shall transfer all funds managed on behalf of the Client to the Client's bank account held on file.

### 22. Complaints

The Company will attend to all complaints from clients in accordance with its Complaints Management Framework.

The Framework is available on the company's website: <https://www.lotuscapitallimited.com>

## 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 our Mutual Funds

Mutual Fund	Minimum Initial and Additional Investment	Fund Account Name	Bank Account Number	Bank
Lotus Halal Investment Fund	₦5,000	LC LTD CURR NGN HALAL COLL	0011612017	Citibank Nigeria Ltd
		FBNQUEST TRUSTEESLOTUS HALAL INVEST	1000140090	Rand Merchant Bank Nigeria Ltd
Lotus Halal Fixed Income Fund	₦5,000	LC LTD CURR NGN HALAL FIXED INC	0011612093	Citibank Nigeria Ltd
		STL TRUSTEES HALAL FIXED INCOME FUND	1000139986	Rand Merchant Bank Nigeria Ltd

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 Muhammad Way  
Wapa, Kano State  
Tel: +234 809 065 0623  
+234 807 709 9766