



**LOTUS CAPITAL**  
HALAL INVESTMENTS

# **LOTUS WAQF (ENDOWMENT) FUND**

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## **(CORPORATE)**

**The Lotus Waqf (Endowment) Fund  
is registered with the  
Securities and Exchange Commission, Nigeria**

**LOTUS WAQF (ENDOWMENT) FORM FUND APPLICATION - CORPORATE***Kindly Select The Preferred Investment Clas*

TICK	INVESTMENT CLASS	INVESTMENT AMOUNT (RM)
	Permanent - CLASS A	
	Temporary - CLASS B	

Please complete all details in **block letters**. All fields with (\*) are compulsory.**DEDICATING THE ENDOWMENT TO OTHERS** (If not, kindly ignore)**Status:** Deceased ☐ Other ☐**Name this Investment for:** **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 ☐ NO ☐**CONTACT PERSON DETAILS**

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

**BANK DETAILS**

Bank Name*															
Account Number*															
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	D	D	M	M	Y	Y		Y	Y								
Residential Address																	
State		Nationality															
Mobile Number																	
Email Address																	
BVN									NIN								
Designation																	
% Shareholding																	
Source of Wealth																	

Signature (if also an authorized signatory)

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"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>		<input type="text"/>	<input type="text"/>	<input type="text"/>
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"/>	NIN	<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"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>		<input type="text"/>	<input type="text"/>	<input type="text"/>
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"/>	NIN	<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"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>		<input type="text"/>	<input type="text"/>	<input type="text"/>
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"/>	NIN	<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)

## INCOME DISTRIBUTION (Class B Only)

Reinvest ☐ Pay to Bank Account ☐

## 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 societally 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 the 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. Class B 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"). Subject to the minimum holding period of 12 months.
- 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.

### 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-off against the account any charge(s), tariff(s), deductions or cost 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, cost 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 request from Class B unit holders 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

The Client agrees that in addition to any general lien or similar right to which Lotus may be entitled by law, Lotus may at any time and without prior notice to the client combine or consolidate all or any of the client's accounts with 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 future 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 mails (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 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 authorize 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.

21.0. **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.

21. **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

Class A Units Only - please indicate here ☐

- 1. We confirm that We intend to subscribe for Class A Units of the Lotus Waqf (Endowment) Fund.
- 2. We understand that the net income from our subscription will be distributed as follows: 80% towards Qualifying Purposes (education, health, family and social welfare, and economic empowerment), 5% to the Fund's expense reserve account, and 15% for additional class A units or as may be prescribed in the Fund's Trust Deed from time to time.
- 3. We authorize the Fund Manager to record our subscription in the joint names of the Fund's Trustee and ourself.
- 4. We understand that holding the subscription in a joint name is for identification purposes only and does not confer any right on us after the subscription
- 5. We relinquish all claims and rights to our subscription in favour of the Fund's Trustee (acting on behalf of the Waqf Administrator)
- 6. We understand and confirm my agreement to the terms of subscription under Class A and such other investment conditions in the Lotus Waqf (Endowment) Fund.
- 7. The information given is correct to the best of our knowledge and belief, and we undertake to inform Lotus Capital Limited of any change in the information given in this form within five (5) business days of such change.
- 8. That a fund statement in respect of this investment may be sent by email, at our risk to the email address given in this form.
- 9. We have read, understood, and unconditionally agreed to all the terms and conditions of the Lotus Waqf (Endowment) Fund contained herein.

Class A Units Only - please indicate here ☐

- 1. We confirm that we intend to subscribe for Class B Units of the Lotus Waqf (Endowment) Fund.
- 2. We understand that the net income from our subscription will be distributed as follows: 50% towards the Qualifying Purposes (education, health, family and social welfare, and economic empowerment), 30% paid to us as distribution, 5% to the Fund's expense reserve account and 15% for additional Class B units or as may be prescribed in the Fund's Trust Deed from time to time.
- 3. We confirm our agreement to the terms of subscription of Class B Units and such other conditions of investment in the Lotus Waqf (Endowment) Fund.
- 4. We agree to comply with the minimum holding period of 12 months.
- 5. The information given is correct to the best of our knowledge and belief, and we undertake to inform Lotus Capital Limited of any change in the information given in this form within five (5) business days of such change.
- 6. That a fund statement in respect of this investment may be sent by email, at our risk to the address given in this form.
- 7. We have read, understood, and unconditionally agree to all the terms and conditions of the Lotus Waqf (Endowment) Fund contained herein.

Signed on behalf of

Name\*

Designation\*

Signature\*

Date

D

D

M

M

Y

Y

Y

Y

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

Tick	Documents
	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. v

## PAYMENT DETAILS

*Please find below bank details for transfer into our Mutual Funds*

Investment Type	Lotus Waqf (Endowment) Fund
Minimum Initial and Additional Investment	N5,000
Bank	Citi Bank
Bank Account Number	0011612330
Account Name	FbnQuest Trustees/Lotus Waqf Investment Fund Collection

*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