

ONLINE REDEMPTION CONSENT FORM & AGREEMENT



FIRST ALLY
ASSET MANAGEMENT

(OPTIONS MARKED * ARE COMPULSORY)

A. CLIENT PERSONAL DATA-

Title	*Surname
*First Name	Other Names
* Mobile Phone Number	* Gender
* Residential Address	
* E-mail	

B. BANK ACCOUNT DETAILS

Kindly note that all the redemption requests processed via the online redemption platform will be transferred to the bank account details on our record unless you have taken steps to substitute the bank account on our records in writing by completing a KYC update form, which content shall take effect immediately upon submission at any of our office.

* The Fund Manager is not obligated to confirm the status of the account to be credited with the redemption proceeds, we shall therefore not be liable in case of any delay experienced as a result of dormancy or inactivity of the Bank Account details on our records.

C. ACCESS REQUIRED

- Online Redemption *(Please execute attached agreement)* Online Account Access

D. SIGNATURE OF UNIT HOLDER(S)

SIGNATURE & DATE	SIGNATURE & DATE
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*For Joint Account Holders: Please note that by executing this form, you have both given consent to First Ally Asset Management Limited to effect: (1.) all redemption requests initiated by either party via the online redemption platform; and (2.) the transfer of online redemption proceeds to the bank account details provided on the Consent Form; without further recourse to either joint account holder. For this purpose, bank account details shall either be a joint bank account in the name of the joint account holders or an individual bank account belonging to either of the joint account holders.

E. FOR FUND MANAGER USE ONLY

- Signature Verified? Yes No
Access Granted? Yes No
Fund Administration Officer: Yes No

1. Agreement and acceptance

This agreement becomes effective between you and First Ally Asset Management Limited (hereinafter referred to as "the fund manager", "we" or "us") at the time of registering for the Online Redemption Facility (hereinafter referred to as "the ORF") or the first time you access the ORF, whichever occurs first.

2. Incorporated terms

In addition to this agreement, the terms and conditions which were applicable at the point of subscription for the Mutual Fund Account with us shall apply to all subsequent transactions you carry out or instruct us to carry out in respect to your Mutual Fund investment linked to the online facility.

3. Defining the device and medium

The device which you select to access the ORF may include a computer, cell phone, telephone, television or similar technologies (the device) and the medium through which you access the ORF may include the Internet, wireless application protocol (WAP), wireless Internet gateway (WIG), short messaging system (SMS), voice over an automated voice recognition system or similar technologies (the medium). We will refer to the device and the medium collectively as "the communication system". Where a particular communication system requires contractual provisions different from other communication systems, this will be clearly stated in this agreement.

4. Amendments

We may amend this agreement from time to time and you are bound by the version of this agreement that exists at the time you access the ORF. The date of the version is recorded above clause 1.

5. Online Redemption

As a Mutual Fund unit-holder, the Fund Manager should have provided you with an E- Account number and password granting you access to view your Mutual Fund account information online at www.first-allyasset.com. Please contact the Fund Manager to reset and/or forward this information to your registered email address should you not currently have this information. For more information on how to do this; you can contact us +234 (01) 4642205 or sales@first-ally.com

6. Verification

You may not access the Mutual Fund Account of other unitholders. Before we allow you access to the ORF, we may require information from you so that we can verify your identity. We will require your prior consent (express or implied), which consent will be deemed to have been granted by you at the time that you sign the registration form referred to in 5 above or at the time you accept these terms and conditions. We will require a valid telephone number, email address and know your customer ("KYC") documentation before access is granted.

7. Redemption Fees

The Fund Manager is entitled to a surcharge of 20% of income earned if the redemption is done within the first 90 days of the investment.

8. We will act on instructions that appear to have been sent by you

You are responsible for the accuracy and completeness of your instructions. Use of a communication system means we do not interact face-to-face. Unless you notify us before we give effect to an instruction, you authorize us to rely on and perform all instructions that appear to originate from you (even if someone else is impersonating you).

9. Sending and processing instructions

Your instructions to us will be subject to the same turn-around times and processes that apply to your customer profile and the Mutual Fund Account involved. More information on the turn-around times and holding periods for processing of instructions is available on our website. An online redemption request cannot be terminated or revoked once sent to us. We will not be held liable if we execute the same instruction more than once and neither will the instruction be reversible. In the event that we do not act on or delay acting on a Customer Instruction, we shall attempt to notify you of this as soon as is reasonably possible.

Transactions may not be executed by the Fund Manager immediately when a Customer Instruction is received. Some transactions may take time to process and certain Customer Instructions may only be processed during normal working hours even though the ORF is real time and may be accessible outside such hours.

10. Bank Account Details.

You are required to provide the Fund Manager with bank account details with any preferred financial institution which will be dedicated for the purpose of transfer of your online redemption proceeds and the provided bank account details shall be included in a Consent, which shall be executed by you and attached as an Annexure to this agreement. All online redemption proceeds shall be transferred to the dedicated Bank Account Number provided by you in the Consent form only and we are not obligated to honour any other bank account other than that provided by you, unless you have taken steps to substitute the bank account on our records in writing by completing another consent form, which content shall take effect immediately upon submission at any of our office.

You are responsible for the accuracy of the bank account details provided and we shall not be liable for any loss that may arise due to the inaccuracy of the bank account details provided by you.

The Fund Manager is not obligated to confirm the status of the account to be credited with the redemption proceeds, we shall therefore not be liable in case of any delay experienced as a result of dormancy or inactivity of the Bank Account details on our records.

Should you have cause to suspect that your bank account details have been compromised by unknown third parties, you are obligated to inform the Fund Manager immediately failure which First Ally Asset Management Limited will not be held responsible for any fraud committed on your chosen bank account subsequent to the transfer of your redemption proceeds.

11. Confirmation of receipt of your instruction

An online redemption request is deemed to be received by us only once we have confirmed we have received it. If we fail to confirm receipt of your instruction, do not re-send the same instruction before checking your statements and contacting our Customer Care Centre. This is because the initial instruction may still be processed and re- sending the instruction may lead to a double transaction for which we will not be held liable.

12. Access code protection and irregularities

An "access code" refers to your password and user name. You must protect and keep your access codes confidential at all times. You agree to comply with the terms of this Agreement and any other reasonable instructions or recommendations we may issue to you regarding the ORF security. You agree that it is your sole responsibility to set up, maintain and regularly review security arrangements concerning access to and use of ORF and information stored on your computing and communications systems, and control of Passwords, Security devices and access to the ORF.

It is not safe to store your access code on your computer or on a network. We rely on you to report any compromise of your access codes to us without delay. You may do this by contacting your relationship manager or our nearest office. We may ask you to verify your identity to prevent someone else from impersonating you.

Once you notify us to disable an access code, we are entitled to:

- a. Reject all instructions received after such notification;
- b. Deactivate the access code without further notice.

There will never be a reason for any person including a member of our staff or Customer Care Centre to know or ask for your access code. Do not disclose an access code to these persons, regardless of whether you called them or they called you. You must notify us immediately you discover an error or irregularity. You can report any errors to +234 (01) 4642205 or sales@first-ally.com

One Time Password

A unique and time-sensitive password will be used as added security on the ORF. The password does not replace the password you use to log on to the Online Redemption portal but provides a second layer of security. The password will be sent to you by email and is valid for one online redemption request session only.

The one-time password (OTP) is used to verify your identity and confirm your redemption instruction.

13. Ending a session

You must ensure that you log-off from the Mutual Fund Online Account.

14. Your authority

You permit us to regard all activities you conduct, or instructions sent after you enter your access code as being authorized by you and intended to have legal force and effect.

15. Sufficient notice

You permit us to issue notices required in terms of this agreement, legislation or regulation by making such notification available via our communication systems or sending such notification by email, SMS or similar future technologies.

Any notices so issued by us, will as far as they contain contractual terms relating to Online Account/ ORF, also form part of this agreement.

16. No offer, recommendation or solicitation

Unless clearly stated, all materials on the communication system merely constitutes an invitation to do business with us. It does not constitute an offer or solicitation to buy or sell, or dispose in any way, of any investment, or to enter into any transaction.

17. Nature of information on the communication system

Information on the communication system is intended to provide you with only general information about the Fund Manager, its products, services and objectives. From time to time, we may provide information on performance review, statement, our plans, objectives and projections for future operations and services; and future economic performance. These will be only estimates, so actual events or results may differ. All information is provided "as is" and should not be treated as professional or investment advice of any kind. You should consult your own professional advisers before relying on any information on the communication system.

18. Information feeds

We may use the services of other organizations to provide information on the communication system. We have no control over this information and make no representations or warranties of any nature as to its accuracy, appropriateness or correctness.

You agree that such information is provided "as is" and we will not be directly or indirectly be liable for any damages that may arise from you relying on it. All quotes, news, market information such as mutual fund prices or data shown on the communication system by way of live information feeds may not be up to date unless otherwise stated. You should always select the "refresh" or similar page or screen update function on your Internet browser or handset to ensure that the information you are viewing is the most current.

19. Links to third parties' communication systems

The communication system may contain links to other communication systems that carry information and material produced by other parties. While we try to provide links only to reputable communication systems, we cannot accept responsibility or liability for the information provided on other communication systems. A link from our communication system to any other communication system does not mean that we have scrutinized or endorsed the owners or administrators of such communication systems or their business or security practices and operations.

20. Our intellectual property

We retain all copyright and other intellectual property rights in all material, including logos and other graphics and multimedia works published on or via the communication system.

You are authorised to view and download one copy to a local hard drive or disk, print and make copies of such printouts provided that:

the material is used for considering or using ORF and for no other commercial purposes; and

a. any reproduction of any portion of our proprietary material must include our entire copyright notice.

b. The logos and trademarks shown on our communication system are our registered and unregistered trademarks or those of third parties. Nothing contained on our communication system should be construed as granting any license or right to use any trademark or other intellectual property without our prior written permission or that of the relevant third parties.

Your application to use any content from our communication system must be submitted in writing. On receipt, we may respond and enter into further discussions with you. Consider your request as declined if you do not get a written response from us within five business days.

Irrespective of the existence of copyright, you acknowledge that we are the proprietor of all material in the communication system, whether it constitutes confidential information or not, and that you shall have no right, title or interest in any such material.

21. Software

You agree that you are solely responsible for the performance and protection of any browser used in connection with the ORF including the prompt adoption by you of all security patches and other security measures issued or recommended from time to time by the suppliers of such browsers. You must use and maintain only hardware and software of sufficient quality and performance capability. Your failure to use such software or hardware may result in a higher security risk and cause the communication system not to operate properly or not at all.

Software, if any, made available for download or via the communication system is governed by license conditions that establish a legal relationship with the licensor. You indemnify us against any breach of these license conditions. We give no warranty and make no representation, whether expressly or implied, as to the quality or fitness for purpose or use of such software.

No warranty, whether express or implied is given that any files, downloads or applications available via this communication system are free of viruses, Trojans, bombs, time-locks or any other data or code which has the ability to corrupt or affect the operation of your computer, database, network or other information system.

22. Transmission of information and security tips

Information transmitted via an unsecured link over a communication system is susceptible to potential unlawful access, distortion or monitoring. You must comply with the security tips which are published on our website from time to time. As we do not have the ability to prevent unlawful activities by unscrupulous persons, you accept that we cannot be held liable for any loss, harm or damage suffered by you as a result thereof. To limit these risks, we may request independent verification of any information transmitted by you via our communication system from time to time.

23. Indemnity

You indemnify us for all losses and costs we may incur on your behalf due to:

a. non-payment;

b. any instruction exceeding the amount available in your Mutual Fund account; or

c. unauthorised instructions executed which were not due to our negligence.

d. the third-party payments wrongfully instructed by you and erroneously treated by the Fund Manager

24. Unavailability of Online Account/ Redemption Facility

We will at all times and for whatever reason, have the sole and exclusive right to suspend or terminate online account/ redemption facility without any prior notification or giving any reasons for such termination or suspension.

You acknowledge and accept that the facility may be unavailable from time to time for any reason, including: technical failure or problems with the communication system itself or our communication system underlying IT system; technical failure or problems with a communication system directly or indirectly underlying online redemption facility that are owned or controlled by other persons (third party system); unavailability of telecommunication or electricity services; or other circumstances beyond our control. You undertake, in the event of unavailability of the ORF to limit your potential losses by using any other means of communication with us for the duration of the unavailability of the facility.

25. Warranties and representations

We do not warrant that the communication system or Online Account/ Redemption Facility will be error-free or will meet any particular criteria of accuracy, completeness or reliability of information, performance or quality. We expressly disclaim all implied warranties, including, without limitation, warranties of merchantability, title, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

26. Disclaimer and limitation of liability

For purposes of this clause "we" or "us" or "our" includes the First Ally Asset Management Limited as well as its affiliates, shareholders, employees, consultants and agents. Although we have taken care to ensure that the content provided on the communication system is accurate and that you suffer no loss or damage as a result of you using it, the communication system and Online Account/ Redemption Facility are provided "as is". We are not liable for any damages whatsoever relating to your use of the communication system or Online Account/ Redemption Facility.

This includes the information contained on the communication system or your inability to use the communication system or Online Account/ Redemption Facility, including, without limitation, any direct, indirect, special, incidental or consequential damages, whether arising out of contract, statute, delict or otherwise and regardless of whether we were expressly advised of the possibility of such loss or damage. Without derogating from the generality of the foregoing, we are not liable for:

a. any damages which you suffer as a result of a compromise of your access codes;

b. any interruption, malfunction, downtime or other failure of the communication system or Online Account/ Redemption Facility, third party system, databases or any component part thereof for whatever reason;

c. any loss or damage which arises from your orders, investment decisions, purchases or disposal of goods and services, including financial instruments or currencies, from third parties based upon the information provided on the communication system;

d. any loss or damage with regard to your or any other data directly or indirectly caused by malfunction of our system, third party systems, power failures, unlawful access to or theft of data, computer viruses or destructive code on the system or third party systems; programming defects; negligence on our part;

e. any interruption, malfunction, downtime or other failure of goods or services provided by third parties, including, without limitation, third party systems such as the public switched telecommunication service providers, internet service providers, electricity and water suppliers, local authorities and certification authorities;

f. any event over which we have no direct control.

27. Breach

We may terminate your access to Online Account/ Redemption Facility if you breach a material term of this agreement and fail to remedy it within five days of you being notified of it. We may do this without detracting from our right to take any other steps available to us at law or under this agreement, including the right to obtain an interdict.

28. How disputes will be resolved

All disputes arising as a result of your use of Online Account/ Redemption Facility, the interpretation of this agreement or any matter which in terms of this agreement requires agreement by the parties (other than where an interdict is sought or urgent relief may be obtained from a court of competent jurisdiction) will be decided by arbitration.

A demand notice for Arbitration may be served by either party and within 14 (fourteen) days of such demand being served the matter may be referred to a sole arbitrator to be agreed upon by both parties, or in the absence of such an agreement, the arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act Cap, A18, Laws of the Federation of Nigeria 2004. The arbitrator shall render a written decision no later than 60 days after the matter was referred to arbitration or so soon thereafter as possible. Venue for arbitration shall be in Lagos. Each party shall pay its own attorney fees and costs notwithstanding which party prevails. The award of the arbitration panel shall be binding on the parties.

Either of us is entitled to have the award made an order of court of competent jurisdiction. Both of us will keep the evidence in the arbitration proceedings and any order made by an arbitrator confidential unless otherwise contemplated herein. The arbitrator will have the power to give default judgment if either of us fails to make submissions on due date or fails to appear at the arbitration.

29. Capacity to enter into agreements

You warrant to us that you have the required legal capacity to enter into and be bound by this agreement. Anyone below the age of 18 must be assisted by their legal guardian when reading this agreement. If you are below 18 years of age, you have to speak to your legal guardian or parents.

If you are unsure whether you have the legal capacity to enter into agreements, you have to contact someone able to provide you with this information before you continue to use Online Account/ Redemption Facility. Our Customer Care Centre will be able to help you clear this up.

30. Our address for notices and service of legal process

For the purpose of service of any legal process we choose the following registered address: First Ally Asset Management Limited, Plot 287, Ajose Adeogun Street Victoria Island, Lagos, Nigeria

31. Law governing our relationship

This agreement will be governed and construed in accordance with the laws of the Federal Republic of Nigeria without reference to any conflict of law provisions, and any dispute arising therefrom shall be determined in accordance with such laws.

32. General provisions

The headings of the clauses in this agreement are provided for convenience and ease of reference only and will not be used to interpret, modify or amplify this agreement. Where any dates or times need to be calculated in terms of this agreement, the international standard time (GMT) plus one hour will be used. Whenever disputes result from the peculiarities of the communication system, we both authorise an arbitrator, to interpret this agreement in such a manner as to facilitate normal investment business without placing undue emphasis on technical issues.

No failure or delay by us to exercise any of our rights is to be construed as a waiver of any such right, whether this is done expressly or is implied. It will also not affect the validity of any part of these conditions or prejudice our right to take subsequent action against you.

If any of these terms, conditions or provisions are held to be invalid, unlawful or unenforceable to any extent; such term, condition or provision will be severed from the remaining terms, conditions and provisions

SURNAME	FIRST NAME	OTHER NAMES

SIGNATURE