

Terms and Conditions

This is an Ethical and Shari'ah compliant mutual fund governed by the principles of Non-interest Finance as approved by the Advisory Committee of Experts (ACE). Note that these terms and conditions shall be deemed an integral part of the Agreement with the client.

ACCOUNT OPENING & SETUP

1.0. Account Opening

The Client has authorized ONE17 CAPITAL LIMITED (referred to as the 'Fund Manager') to open an investment account on behalf of the client.

2.0. Operation of Account

- 2.1. The Client agrees that the operation of the account subject to compliance with all laws, SEC regulations, administrative rules and orders may from time to time be issued by the Federal Government of Nigeria and/or any other regulatory authorities in Nigeria.
- 2.2. In consideration of ONE17 allowing the Client to operate the account from time to time. The Client hereby undertakes to hold ONE17 harmless and indemnified from all losses cost or damages that may sustain as a result of any default by the Client.
- 2.3. The Client agrees that ONE17 is under no obligation to honor any redemption on the account unless there are sufficient funds in the account to cover the value of the said redemption.
- 2.4. The Client agrees to make every investment in the fund through a financial institution and shall not hand cash to any employees of Fund Manager. ONE17 will not accept any liability whatsoever for funds handed to its staff.
- 2.5. The Client agrees that ONE17 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 ONE17 or any of its staff.

3.0. Know Your Customer (KYC)

The Client understands and agrees that ONE17 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.

4.0. Effective Operation of the Account

The Client assumes full responsibility for and shall take all necessary measures to ensure the safe custody of, all printed and electronic correspondence issued to or by ONE17 in relation with the account. The Client shall indemnify ONE17 harmless from any loss, damage, or liability resulting from the Client's non-compliance with the above.

LEGAL AND REGULATORY FRAMEWORK

5.0 Law

These terms and conditions shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria.

6.0. Regulatory Disclosure

The Client agrees and authorizes ONE17 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

7.0. Indemnity for Third-party Instruction

The Client agrees that in consideration of ONE17 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 ONE17 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.

8.0. Third-party Enquiries

The Client agrees and authorizes ONE17 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 (CKYC) obligations statutorily Imposed from time to time on financial institutions in the Federal Republic of Nigeria.

FINANCIAL & INVESTMENT TERMS

9.0. Investment Risk Warning

The Client agrees that ONE17 shall have no responsibility or any liability to the client for any diminution of the Client's investment due to any future governmental order, levy, tax, embargo, moratorium or imposts or depreciation in value of 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 ONE17 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. The Client understands that investments in mutual funds involves risks. The value of the Clients Investment may fluctuate and that losses may arise as a result of the fluctuation. There is no assurance that the investment objective would be achieved and past performance of the fund is not a guarantee of future performance.

10.0. 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

11.0 Fees and Charges

The Client agrees that ONE17 shall set off against the account any charge(s), tariff(s), deductions cost associated with the operation of the account.

12.0. Variation

The Client agrees that ONE17, at its sole discretion, may suspend or amend the terms and conditions governing the operation of the account at any time. ONE17 will however promptly notify the Client of any suspension, changes to the account operation, or any applicable charges and tariffs payable by the Client."

FUNDS & TRANSACTIONS

13.0. Acceptable Funds Transfer Instructions

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

13.2 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.

13.3 The Client hereby authorizes ONE17 to accept instructions emanating from the email address provided in this application form or any update form thereof. The Client indemnifies ONE17 against all liabilities arising from relying on such instructions.

13.4. Notwithstanding the foregoing ONE17 shall have absolute discretion to verify or confirm any instruction received via any electronic medium.

14.0. Redemption

14.1. Unitholders shall have the right to redeem all or part of their units at the bid price on any Business Day, provided that a Redemption Notice from the Client is received in advance.

14.2. Minimum permissible holding for partial redemption is 5 units or such units as may be advised by the Fund Manager from time to time

14.3 The fund Manager will transfer redemption proceeds within five (5) Business Days of receipt of Redemption Notice unless otherwise advised.

14.4. 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.

15.0. Directives

The Client authorizes ONE17 to execute all written instructions that are consistent with the account mandate.

The Client agrees that ONE17 may decline to act on any instruction if it questions the authenticity of the instruction, finds it unclear, or believes that doing so could result in a breach of any applicable law, regulation, code, order, or contractual obligation binding on either ONE17 or the Client."

PRIVACY, SECURITY & COMPLIANCE

16.0. Data Privacy

The Fund Manager may retain and process personal data provided and consented to by the Client in accordance with the Nigeria Data Policy Regulations 2019.

17.0. Disruption of Service(s)

The Client agrees that ONE17 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

18.0. Authenticity of instruments

The Client acknowledges and accepts full responsibility for the authenticity, accuracy, and validity of all negotiable instruments, receipts, and other documents submitted for investment purposes.

Investor(s) Declaration

All documents filled and correspondences related to this transaction serve as part of our contracts.

I hereby affirm:

- That I am 18 years of age or above
- That the information provided is true and accurate to the best of my knowledge and belief. I further undertake to promptly inform One17 Capital Limited of any changes to the information provided, and such changes will be effected on or before (7) working days.
- I certify that my source of funds and asset for this investment as legitimate.

I agree:

- To the minimum lock-in/holding period of investment in the Fund is ninety (90) calendar days from the date of investment.
- That no fees will be charged on redemption for Units after the lock-in/holding period. However, I accept any cost and charge that may arise as a result of any redemption during the lock-in/holding period which will be on the accrued profit from the Units Redeemed.
- That a fund statement in respect of this investment may be sent by email, at my/our risk to the address given above.

I consent

- To the retaining and processing of my personal data as provided herein and in accordance with the Nigeria Data Policy Regulation of 2019.

I have read, understood and unconditionally agreed to all the terms and conditions governing the One17 Halal Fund, and any amendments or supplements thereto, and by any other documents that One17 Capital Limited may provide from time to time.

_____ Date
Name
_____ Sign Here

Requirements (Official Use only)

Requirement	
Duly Completed Account Opening Form	<input type="checkbox"/> Yes <input type="checkbox"/> No
Passport Photograph	<input type="checkbox"/> Yes <input type="checkbox"/> No
Valid ID Card	<input type="checkbox"/> Yes <input type="checkbox"/> No
Utility Bill (Current)/Proof of Address	<input type="checkbox"/> Yes <input type="checkbox"/> No
Authorized Signatory	<input type="checkbox"/> Yes <input type="checkbox"/> No

Authentication For Politically Exposed Persons

Authentication For Politically Exposed Persons (PEP)	<input type="checkbox"/> Yes <input type="checkbox"/> No
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ADDRESS: One17 Capital Limited 1st Floor, Mukhtar El- Yakub Place Plot 1129, Zakari Maimalari Street Central Business District Abuja.	CONTACT 0800-0000117, +234 817 827 0890, +234 817 827 0893 E-mail: info@one17capital.com Website: www.one17capital.com	_____ Date
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Referred By: _____