

GRIFFIN FINANCE LIMITED ("GFL") TERMS AND CONDITIONS

ELECTRONIC COMMUNICATION INDEMNITY

You consent to the use of electronic communication (which includes communication by email or telephone or facsimile). By this consent, you unequivocally agree that all instructions transmitted by electronic communication in connection with your account shall be binding for all purposes, including for purposes of evidence. You irrevocably undertake and warrant that you shall not make any demand or claim or institute any action against GFL should you suffer any loss or liability as a result of your consent to the use of electronic communication. You agree to indemnify and hold GFL harmless against all claims, demands, actions and proceedings which may be made or instituted against GFL; and all liabilities, losses, damages which may be suffered by GFL in connection with, or arising as a result of your consent to electronic communication or GFL's reliance on electronic communication issued from your email account or other electronic communication account indicated herein or subsequently communicated to GFL by you or your nominated representative in respect of your account.

You acknowledge that there are certain risks associated with conveying instructions via electronic means, including, but not limited to the risk of delay, non-receipt (due to, perhaps, technical malfunction, disruption, connectivity issues, etc. of your or GFL's system or any other reason), third party interception/interference, data corruption, etc., and hereby fully waive, discharge and indemnify GFL in respect of any loss or damages resulting from any of the risks identified above/from the use of electronic communication with respect to your account.

RISK DISCLOSURE STATEMENT

This Risk Disclosure Statement does not disclose all the risks and other significant aspects of investing in the financial markets. Different investment types come with varying degree of risks, which may include the risk of losing money.

Different market instruments carry different types and degrees of risk, and you should familiarize yourself with the risks involved in the particular market instruments you intend to invest in. The profit or loss in transactions in foreign currency-denominated contracts may be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency. Transactions on markets in other jurisdictions may expose you to additional risk. Such markets may be subject to a rule which may offer different or diminished investor protection.

Before you issue any investment instruction, you should obtain a clear explanation of all commissions, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss. If you have any questions about possible investment risks and the suitability of any investment for you, please do not hesitate to speak with your account manager.

PRIVACY POLICY

GFL respects your privacy and will use reasonable security measures to protect any information that you provide or transmit via the Site or other electronic means against unauthorized access, alteration, or disclosure.

We may ask you to provide certain information by which you can be identified when using the Site. Identification information provided will only be used in accordance with this privacy statement.

We may also ask you to provide the following information via online forms:

- name and job title
- contact information
- demographic information
- assets, income, investment objectives and other financial information
- other information relevant for the purposes of providing our services.

Information provided will enable us to serve you better, assess how our different products and services match your preferences and status, and update you on products which we consider might be of interest to you. All information will be kept confidential and will be used only for the purpose(s) for which it is obtained. We will not sell, distribute, or transfer your personal information to third parties unless we have your permission, or we are required by law to do so. However, we may disclose your personal information to our subsidiaries, affiliates, authorized representatives, agents, contractors, or third-party service providers in connection with any services we offer. Where we give our contractors or agents access to your personal information for the purpose of providing any services to us, they will be required to keep such personal information confidential and use it only for the purpose for which it is being disclosed.

GFL uses cookies and similar technology to collect information about your use of the Site as well as your preferences. By using the Site, you agree to the use of such cookies. You understand that some or all portions of the Site may not function properly or may not be accessible to you if you choose to reject our cookies.

You agree that any information you provide on the Site is given with your informed consent. If you believe that any of your information provided to us is incorrect or incomplete, please write to us or email us to correct such information.

TERMS AND CONDITIONS

1. Your mandate is subject to our Terms and Conditions¹, the rules and regulations of the Central Bank of Nigeria ('CBN') and any other applicable rules.
2. You undertake to carefully review the Account Opening Document and advise us in writing, within 7 (seven) days, if you require clarification on anything contained herein.
3. At our request, you will be required to provide us with latest financial statements, contingent liability details and any other reasonable information relating to you and/or your financial affairs.
4. You authorise GFL to obtain your credit report from a dedicated credit reference agency in considering any application for credit.
5. You authorize GFL to access and use for legitimate purposes any information available to it as provided by the credit agency.
6. You agree that any loan application decisions pertaining to you will be registered with the relevant credit agency(ies).
7. GFL shall not be responsible and hereby disclaims all liabilities, including liability for all and any actual or contingent losses, liabilities, damages and costs (including, without limitation, legal costs) and any expenses of any nature whatsoever, which you or anyone claiming through you may suffer or incur as a result of or in connection with any instruction given by you or any person authorised by you, whether or not such person(s) acted beyond the scope of their mandate from you in giving the instruction. In no event shall GFL be liable to you for any indirect or consequential loss or for any loss occasioned by the act or omission of any third party.
8. Where you opt to issue mandates to GFL via telephone, such telephone mandates will be recorded in line with applicable regulation. Also, calls to our dedicated customer care line may be recorded for quality assurance purposes.
9. You shall be responsible for all expenses related to the operation of your account including but not limited to commissions, statutory fees, transfer fees, redemption fees, etc.
10. For some of our services, e.g., Fixed Income/Money Market Investments, you agree that in executing a mandate, we may act through a third party of our choice and utilise other third-party custodial services.
11. In the event of death, bankruptcy, liquidation, insolvency or any incapacitation (legal or otherwise), as applicable, our mandate to continue to act on behalf of your account shall continue until instructed otherwise by your lawfully appointed administrators, executors, personal representatives, liquidators, trustee (s) in bankruptcy as the case may be or such other persons duly authorised or appointed to act on your behalf.
12. We may review, change or amend our terms and conditions from time to time. You hereby accept that any changes to our terms and conditions shall be binding on you upon written notification to you of such changes. You agree that such notification may be sent via post, fax, email or other electronic or communication platform.
13. GFL respects your privacy and will use reasonable security measures to protect any information that you provide or transmit to us against unauthorised access, alteration, or disclosure. Information provided will enable us serve you better, assess how our different products and services match your preferences and status, and update you on products which we consider might be of interest to you. All information will be kept confidential and will be used only for the purpose(s) for which it is obtained. We will not sell, distribute or transfer your personal information to third parties unless we have your permission, or are required by law to do so. However, we may disclose your personal information to our subsidiaries, affiliates, authorised representatives, agents, contractors or third-party service providers in connection with any services we offer. Where we give our contractors or agents access to your personal information for the purpose of providing any services to us, they will be required to keep such personal information confidential and use it only for the purpose for which it is being disclosed. You agree that GFL may disclose information relating to your account to third parties where such disclosure is necessary for our effective performance of this Agreement or for the purpose of complying with any applicable law. You also agree that any information you provide to us is given with your informed consent. If you believe that any information we are holding on you is incorrect or incomplete, please write to us or email us to correct such information.
14. GFL is committed to providing you high quality service at all times. If, at any time, you are dissatisfied with our services, please do not hesitate to contact us at info@griffin-finance.com. We undertake to look into your complaint carefully and promptly and take necessary steps to resolve any complaint to your satisfaction. You can also submit anonymous report of any issues of concern on our whistleblowing portal at <http://vetv-whistleblower.azurewebsites.net/>
15. This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria, and you agree to be bound by the terms and conditions of this Agreement.

¹ Our Terms and Conditions include the Terms and Conditions contained herein and any specific terms and conditions applicable to any of our services as communicated to you from time to time, including terms and conditions published on the GFL website