

GUARANTEE/INDEMNITY OF [INSERT DEALING MEMBER'S NAME] IN FAVOUR OF THE NIGERIAN STOCK EXCHANGE IN RESPECT OF POTENTIAL CLAIMS REGARDING BROKERAGE ACTIVITIES OF [INSERT SUB-BROKER'S NAME] AS THE SUB-BROKER OF [INSERT DEALING MEMBER'S NAME] PURSUANT TO RULE 22.3(b)(3) OF SECTION XXII (CHAPTER 6) OF THE ELECTRONIC RULEBOOK OF THE NIGERIAN STOCK EXCHANGE ¹

DEFINITIONS

"Brokerage activities" include buying, selling or dealing in securities listed on The Exchange.

"Guarantor/Indemnifier" means [Insert Dealing Members name and address]

"Indemnified Persons" mean any of the following: (a) The Nigerian Stock Exchange and its officers, directors, employees, agents, and Council Members; and (b) clients of the Sub-Broker who are also clients of the Dealing Member [Insert Dealing Members name].

"Sub-Broker" means [Insert Sub-Broker's name and address].

"The Exchange" means The Nigerian Stock Exchange.

This **Guarantee/Indemnity** is made this Day of 2016 by(Insert Dealing Member's Name)....., a company limited by shares duly registered under the Laws of the Federal Republic of Nigeria (RC No.) and a Dealing Member of The Exchange with registered address at (referred to as the **"Guarantor/Indemnifier"**, which expression shall where the context so admits, include its successors-in-title and assigns), who hereby acts as a guarantor for, or Indemnifier for, the claims, charges, demands, causes of action, liabilities, judgments, costs, penalties, expenses, damages, losses and/or fees (including without limitation reasonable attorneys' fees) suffered or incurred by the Indemnified Persons and claimed against (Sub-Broker's Name) a company limited by shares duly registered under the Laws of the Federal Republic of Nigeria (RC No.) with registered address at (referred to as **"Sub-Broker"**, which expression shall where the context so admits, include its successors-in-title and assigns).

WHEREAS:

1. This Guarantee/Indemnity has been issued by the Guarantor/Indemnifier in favour of The Exchange pursuant to Rule 22.3(b)(3), Section XXII (Chapter 6) of the Rulebook of The Nigerian Stock Exchange.
2. The approval by The Exchange, of [Insert Sub-Broker's name] as a Sub-Broker with whom the Guarantor/Indemnifier shall transact brokerage activities is subject to The

¹ To be printed on Dealing Member's letter headed paper

Exchange's satisfaction that the Guarantor/Indemnifier and/or the Sub-broker has complied with the prescribed requirements of The Exchange.

NOW THEREFOR:

1. The Guarantor/Indemnifier hereby guarantees and irrevocably and unconditionally agrees to indemnify the Indemnified Persons upon demand by The Exchange against all claims, losses, damages, charges, demands, causes of action, liabilities, judgments, costs, penalties, expenses and/or fees (including without limitation reasonable attorneys' fees) suffered or incurred by the Indemnified Persons arising from all actions or omissions of the Sub-Broker in connection with the brokerage activities transacted by the Guarantor/Indemnifier with/on behalf of the Sub-Broker and/or in the name of/ through the Guarantor/Indemnifier.
2. The Guarantor/Indemnifier hereby guarantees and irrevocably and unconditionally agrees to indemnify the Sub-Broker's clients against all claims, losses, damages, charges, demands, causes of action, liabilities, judgments, costs, penalties, expenses and/or fees (including without limitation reasonable attorneys' fees) suffered or incurred by any of the Sub-Broker's clients arising from all actions or omissions of the Sub-Broker in connection with the brokerage activities transacted in the name of/ through/with/on behalf of the Guarantor/Indemnifier.
3. The Guarantor/Indemnifier agrees that it shall be liable to and shall indemnify the Indemnified Persons against all claims, charges, demands, liabilities, judgments, costs, penalties, expenses, damages, losses and/or fees (including without limitation, reasonable attorneys' fees) suffered or incurred by the Indemnified Persons arising out of or in connection with the Sub-Broker's actions or omissions or breach or non-performance of its obligations as a Sub-Broker or for non-compliance with the requirements of The Exchange and/or the Securities and Exchange Commission, which actions, omissions, breach, non-performance or non-compliance by the Sub-Broker are in connection with any brokerage activities transacted in the name of/ by the Guarantor/Indemnifier with/on behalf of the Sub-Broker.
3. The Guarantor/Indemnifier hereby acknowledges that any defenses which the Guarantor/Indemnifier and/or the Sub-Broker might have been able to set up in respect of any claim by any of the Indemnified Persons against the Guarantor/Indemnifier and/or the Sub-Broker under this Guarantee/Indemnity or in law are hereby expressly excluded and the Guarantor/Indemnifier shall not be entitled to set up any such defense in the event of any claim against it under this Guarantee/Indemnity.
3. The Guarantor/Indemnifier hereby agrees that this Guarantee/Indemnity was not imposed on it and that it has executed same in good faith with the intention to be bound by it.
4. The Guarantor/Indemnifier agrees that this Guarantee/Indemnity shall be in addition to any other liability to which the Guarantor/Indemnifier and/or the Sub-Broker may otherwise have to any of the Indemnified Persons and shall be binding upon the Guarantor/Indemnifier and inure to the benefit of the successors or assigns of the

Indemnified Persons or any of them. The Guarantor/Indemnifier further agrees that this Guarantee/Indemnity has been provided without prejudice to the Guarantor/Indemnifier's liability to any of the Indemnified Persons and notwithstanding the Sub-Broker's indemnity to the Guarantor/Indemnifier.

5. The Exchange shall inform/notify the Guarantor/Indemnifier of the existence of any claims, losses, damages, liabilities, expenses, litigation, investigation, or any proceedings of whatever description against it pursuant to this Guarantee/Indemnity; provided that (i) the omission to so inform the Guarantor/Indemnifier will not relieve the Guarantor/Indemnifier from any liability hereunder; and (ii) the omission to so inform the Guarantor/Indemnifier will not relieve the Guarantor/Indemnifier from any liability which it may have to The Exchange.
6. The Guarantor/Indemnifier agrees that if requested by any of the Indemnified Persons, the Guarantor/Indemnifier shall, pursuant to this Guarantee/Indemnity, advance prior to the final disposition of any claim, litigation, investigation, or proceedings of whatever description against any of them all expenses actually and reasonably incurred by any of the Indemnified Persons in respect of and in connection with any such claim, litigation, investigation, or proceedings of whatever description. The advances to be made hereunder shall be paid by the Guarantor/Indemnifier to the Indemnified Person(s) within thirty (30) days following delivery of a written request to the Guarantor/Indemnifier by the Indemnified Person(s). If a claim under this Guarantee/Indemnity is not paid by the Guarantor/Indemnifier, or on its behalf, within thirty (30) days after a written request has been received by the Guarantor/Indemnifier, the Indemnified Person(s) may at any time thereafter bring a suit against the Guarantor/Indemnifier to recover the unpaid amount of the claim and, whether or not successful in whole or in part, the Guarantor/Indemnifier shall pay the Indemnified Person(s) the expense (including reasonable attorney's fees) of prosecuting such claim.
7. The Guarantor/Indemnifier agrees that if any term or provision of this Guarantee/Indemnity is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Guarantee/Indemnity, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Guarantee/Indemnity, and the stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.
8. The Guarantor/Indemnifier hereby agrees that it shall not without the prior written consent of The Exchange, assign, sub-contract or delegate its obligations under this Guarantee/Indemnity, in whole or in part, either voluntarily or by operation of law, and any attempt to assign this Guarantee/Indemnity in violation of this clause shall be a breach of the provisions of this clause and such assignment shall be null and void.
9. The Guarantor/Indemnifier agrees that this Guarantee/Indemnity shall remain in effect until any/all claims, losses, damages, liabilities, expenses, litigation, investigation, or any proceedings of whatever description against any of the Indemnified Persons to which this Indemnity relates has been disposed of with finality, including but not limited to discontinuance, dismissal, settlement or such determination by a final non-appealable judgment or order of a competent court.

- 10. The Guarantor/Indemnifier agrees that it shall keep the existence of this Guarantee/Indemnity confidential. The Guarantor/Indemnifier shall ensure that his employees, agents, affiliates, assigns, licensors and representatives (collectively, the "Representatives") agree to, and do: (a) retain in confidence this Guarantee/Indemnity; and (b) refrain from disclosing its existence or contents to third parties unless required by law, regulation, or judicial order.
- 11. The Guarantor/Indemnifier acknowledges that this Guarantee/Indemnity shall become effective on the date stated above.
- 12. The Guarantor/Indemnifier agrees that this Guarantee/Indemnity shall be governed by, construed and interpreted according to the Laws of the Federal Republic of Nigeria.

IN WITNESS OF WHICH this Guarantee/Indemnity has been duly executed by the Guarantor/Indemnifier.

The common seal of the Guarantor/Indemnifier is hereto affixed in the presence of:

.....
Managing Director/Date

.....
Director / Company Secretary/ Date

.....
Name of Managing Director

.....
Name of Director / Company Secretary