

Appendix 3

SPONSORED PARTICIPANT AGREEMENT

This Sponsored Access Agreement (“Agreement”) is made between

The Nigerian Stock Exchange, a company limited by guarantee duly registered under the Laws of the Federal Republic of Nigeria of 2/4, Customs Street, Marina, Lagos (“The Exchange”) of the one part

AND

_____, a
company duly registered under the laws of the Federal Republic of Nigeria of _____, Nigeria
State (hereinafter referred to as the “Sponsoring Member” which expression shall where the context so admits include its successors-in-title) of the second part.

AND

_____, a
company duly registered under the laws of the of
_____,State
(hereinafter referred to as the “Sponsored Participant” which expression shall where the context so admits include its successors-in-title) of the third part.

This Agreement is effective when executed by The Exchange (“Effective Date”).

1. Purpose

The purpose of this Agreement is to set forth the obligations and responsibilities of the parties with respect to all activities of a Sponsored Participant. The Sponsoring Member has executed a Sponsoring Member Access Agreement with The Exchange.

2. Access

2.1 A Sponsoring Member may provide its Sponsored Participant (named and a signatory below) access to the Exchange’s Trading System(s). Sponsoring Member agrees to allow Sponsored Participant to conduct activity and effect transactions on The Exchange in the

name of the Sponsoring Member. Access by the Sponsored Participant is available only to the extent authorized by the Sponsoring Member.

2.2 Sponsoring Member and its Sponsored Participant hereby agree to the following sponsorship provisions. The Sponsored Participant:

- i. Shall maintain, keep current and provide to the Sponsoring Member a list of Authorized Traders who may obtain access to The Exchange's Trading System or facilities on behalf of the Sponsored Participant;
- ii. Shall ensure that its Authorized Traders are familiar with all of the Sponsored Participant's obligations under the Rules and Regulations of The Exchange and other applicable regulations. Further, the Sponsored Participant will further ensure that such Authorized Traders receive appropriate training prior to any use or access to The Exchange's Trading Systems or facilities;
- iii. May not permit anyone other than Authorized Traders to use or obtain access to The Exchange's Trading Systems or facilities;
- iv. Shall take reasonable security precautions to prevent unauthorized use or access to The Exchange's Trading Systems or facilities, including unauthorized entry of information into The Exchange's Trading Systems or facilities, or the information and data made available therein. Sponsored Participant understands and accepts responsibility for any and all orders, trades and other messages and instructions entered, transmitted or received under identifiers, passwords and security codes of Authorized Traders, and for the trading and other consequences thereof;
- v. Acknowledges its responsibility to establish adequate procedures and controls that permit it to effectively monitor its employees', agents', and participants' use and access to The Exchange's Trading Systems or facilities for compliance with the terms of this Agreement; and
- vi. Shall pay when due all amounts, if any, payable to Sponsoring Member, The Exchange's or any other third parties that arise from the Sponsored Participant's access to and use of The Exchange's Trading Systems or facilities. Such amounts include, but are not limited to applicable Exchange and regulatory fees.

2.3 Sponsoring Member understands and accepts the responsibility to immediately notify The Exchange in the event that it terminates this sponsored access arrangement. Access to The Exchange's Trading Systems by Sponsored Participant is governed by the Rules and Regulations of The Exchange and other applicable regulations. The Exchange may terminate or modify a Sponsored Participant's connection at any time, without prior notice and without any liability to The Exchange as a consequence thereof.

3. Governing Law

This Agreement shall be governed by the laws of the Federal Republic of Nigeria.

4. Execution

THE COMMON SEAL of the within named **Sponsoring Member** was hereunto affixed in the presence of:

DIRECTOR

SECRETARY

Authorized Acknowledgement of the Sponsored Participant

The undersigned, on behalf of the applicant Sponsored Participant, does hereby acknowledge and agree to the terms and provisions of this Agreement and the Rules and Regulations of The Exchange and other applicable regulations, as amended, as if the Sponsored Participant were a Dealing Members of The Exchange.

.....
Signature of Authorized Representative

.....
Name

Accepted by **THE NIGERIAN STOCK EXCHANGE**

.....
Council Member

Name:

.....
Secretary

Name: