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**FMDQ SECURITIES EXCHANGE LIMITED**  
AFFILIATE MEMBER (STANDARD - INDIVIDUAL) MEMBERSHIP AGREEMENT

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**FMDQ SECURITIES EXCHANGE LIMITED AFFILIATE MEMBERSHIP (STANDARD - INDIVIDUAL) AGREEMENT (THE “AGREEMENT”)**

I \_\_\_\_\_ (“Affiliate Member”) on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ hereby agree to be an Affiliate Member of FMDQ Securities Exchange Limited (“FMDQ Exchange” or the “Exchange”), a securities exchange organised under the laws of the Federal Republic of Nigeria (together, the “Parties”), subject to the terms and conditions below.

**AS AN AFFILIATE MEMBER OF FMDQ EXCHANGE, I UNDERTAKE TO:**

1. Abide by all the FMDQ Exchange Rules, Guidelines, Bulletins and such other regulation as FMDQ Exchange may introduce to the market from time to time.
2. Ensure that all Authorised Representatives<sup>1</sup> act in good faith in respect of all my affairs with FMDQ Exchange and in relation to all activities as a Member on FMDQ Exchange.
3. Notify FMDQ Exchange immediately in writing of any material changes to the information submitted during the course of my membership application.
4. Notify FMDQ Exchange of any facts or circumstances which may affect my legal capacity to enter into this Agreement and any such occurrence(s) that may affect my Affiliate membership status on the Exchange.

Promptly pay the annual subscription fee and other charges, where applicable, as may be prescribed by the Exchange.

**WE UNDERSTAND THAT:**

5. Affiliate membership is ideal for institutions and individuals with a keen interest in the FMDQ Exchange markets, and an association with the financial markets, but not in a full participatory role as a full member of the Exchange, taking advantage of FMDQ Exchange’s commitment to develop the Nigerian financial markets *via* capacity building through knowledge and information.
6. Affiliate Members are granted access to online information on the Nigerian fixed income and currency markets through the FMDQ “e-Markets” Portal which contains information relating to, amongst other things, financial market news, fundamentals, tips and education, market and model prices and rates of FMDQ Exchange products, securities and instruments, contributed by various sources.
7. The information:
  - i. is obtained from a combination of sources including FMDQ Exchange and other third parties
  - ii. is aggregated and disseminated by FMDQ Exchange through the “e-Markets” Portal
  - iii. does not constitute professional, financial or investment advice
  - iv. is provided “AS IS” and on an “AS AVAILABLE” basis
8. FMDQ Exchange does not guarantee the accuracy, timeliness, completeness, performance, or fitness for a particular purpose of any of the information, neither does FMDQ Exchange accept liability for the results of any action taken on the basis of the information
9. In accessing the data and information provided via this portal, you acknowledge that the data and information is and shall remain the property of FMDQ Exchange and agree that you will not, without the prior written consent of the Exchange, sell, licence, sub-licence, distribute, lease or otherwise transfer or allow the transfer of the data or information, or any backup copy, to third parties, or use the

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<sup>1</sup> Authorised Representatives are persons authorised by the Member to make representations to FMDQ Exchange on its behalf in respect of its membership on the FMDQ Exchange platform



data and information in any manner inconsistent with the rights granted by way of the aforesaid access. Where the data or information is disseminated, or used in a manner that is prohibited, FMDQ Exchange reserves the right to penalise erring parties in line with provisions laid down in its rules or as may be determined by the Exchange on a case-by-case basis.

10. FMDQ Exchange owns all rights, title and interest to the “e-Markets” Portal and all intellectual property rights embodied in or associated with the portal, and this Agreement does not grant the Member any intellectual property rights to the portal and its contents.
11. Payment of the annual subscription fee supports Affiliate Membership on the Exchange. Therefore, FMDQ Exchange shall send a reminder *via* email, not less than thirty (30) days before the end of the subscription period to confirm and validate renewal of membership towards a new subscription period. In the event that no payment in respect of the annual subscription fee is made and received by the end of the current subscription period, Affiliate Membership on the Exchange shall be terminated and access to relevant portals restricted. The Exchange is at the discretion to revise the subscription fee for the succeeding twelve (12) month period by providing written notice to the Member not less than thirty (30) days prior to the beginning of such twelve (12) month period.
12. The Parties will comply with the provisions of the Nigeria Data Protection Regulation, 2019 issued by the National Information Technology Development Agency and any amendments thereto in respect of any personal data received pursuant to or in connection with this Agreement.
13. The Member agrees to hold harmless and indemnify FMDQ Exchange, its affiliates, officers, agents, and employees, from and against any loss, damages or claim arising from the Member’s breach of the terms of this Agreement.
14. Notwithstanding any other agreement to the contrary, this Agreement and all amendments thereto shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria.

The Parties have caused their Authorised Signatories to execute this Agreement in the manner below, the day and year first above written.

Signed for and on behalf of  
**FMDQ SECURITIES EXCHANGE LIMITED:**

\_\_\_\_\_  
**Authorised Signatory**

**Name:**

**Designation:**

\_\_\_\_\_  
**Authorised Signatory**

**Name:**

**Designation:**

**Individual:**

Signed by the aforementioned  
**Affiliate Member:**

\_\_\_\_\_  
**In the presence of:**



Name: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_