



## PRIVACY NOTICE

### Introduction

Personal Information is as important to us as it is to our customers. At FSDH Capital Limited ("FSDH Capital or "the Company"), we are committed to protecting your information. By 'your information', we mean any information provided to us by you or a third party. FSDH Capital will only process your information where we have obtained your explicit consent or are otherwise lawfully permitted to do so.

This Privacy Policy explains what information FSDH Capital (as Data Controller/Processor) collects, how we collect it, share, use, and protect your personal information in connection with the business relationship.

### Security of personal information

Safeguarding your personal information is our main concern. We maintain physical, electronic and procedural safeguards that comply with applicable federal laws to secure your information from unauthorized access and use, accidental or unlawful alteration and destruction, and other unlawful or unauthorized forms of processing. We engage in the continuous training of our employees in the proper management of personal information. When we use other companies to provide services, we require them to protect the confidentiality of personal information they receive.

At FSDH Capital, we take data privacy very seriously and we provide our customers with all necessary data security to protect such personal information from unauthorized access. We require any third parties who carry out any work on our behalf to comply with appropriate compliance standards to protect your information. We are pleased to announce that we comply with the requirements of the Nigeria Data Protection Act (NDPA). As a customer, be assured that we will keep protecting your information as we have always done.

### The information we collect

FSDH Capital will only collect your information in line with relevant regulations and laws.

### How do we collect information?

We may collect information from a range of sources, and it may relate to any of the products or services we currently provide or may have provided in the past.

We collect your personal information when:

- You open an account or perform transactions such as make deposits or withdrawals from your account, payment history and transactions records.
- You seek advice about your investments.
- You seek information concerning complaints and disputes.

**Registered Address:** UAC House (4<sup>th</sup> Floor); 1/5 Odunlami Street, P.M.B 12913, Lagos State, Nigeria. (RC 276208)  
**Tel:** 01 - 2702880 - 2, 2802112, 2770275 - 9; **Dealing Only:** 01 - 2716280 - 3  
**Website:** <http://www.fsdhcapital.com>

**DIRECTORS:** Rilwan Belo-Osagie (Chairman), Abimbola Kasim, Nnennaya Umeh, Isabella Okagbue  
Afolabi Caxton-Martins, Patrice Backer (American), Bukola Smith, Toyin Owolabi

**DEALING MEMBER OF THE NIGERIAN EXCHANGE LIMITED**

- You provide account information such as your personal details e.g. name, gender, date and place of birth; contact information such as address, email address, and mobile numbers, provide your employment information.
- You provide information concerning your identity e.g. photo ID, passport information, National ID card and nationality.
- You use your login credentials for online and mobile apps.
- We conduct necessary investigations i.e., due diligence checks, and AML/CFT/CPF checks and obtain information that we need to support our regulatory obligations, e.g. information about transaction details, detection of any suspicious and unusual activities.

Note that we may collect information about your computer (or mobile device), including where available, your IP address, operating system and browser type, for system administration or for our own commercial purposes. This is statistical data about our users' browsing actions and patterns and does not identify any individual.

#### **How we use your information**

- FSDH Capital will only use your information when you have provided your consent or when the company is required by the law to do so.
- We use the information we collect to provide customers with excellent products and services, to manage our business and to offer an enriched and enhanced customer experience.
- We make appropriate use of your data to manage transactions, respond to your requests, and to provide you with more relevant products and services.
- We use your information to deliver our products and services, carry out your instructions, and provide online product and services.
- We use this information to detect and prevent financial crimes including fraud, financing for terrorism and money laundering, this is to ensure security and business continuity.
- We will use your information to meet our compliance obligations, to comply with laws and regulations and to share with regulators when necessary.
- We may also use personal information we have about you such as your email address to deliver advertising to you directly or on our websites, provide updates on special deals and offers that might interest you (unless you tell us otherwise).
- We may send you general announcements or important news about your account, request your feedback and we believe you should be able to select what kinds of information you receive from us via email.
- We may need to record conversations you have with us including phone calls, face-to-face meetings, letters, emails and any other kinds of communication. These recordings may be used to check your instructions to us and improve on our product and service delivery.

### Who we share your information with

The Company, in efforts to provide you with excellent products and services, may need to outsource its product delivery, this will be done in line with relevant regulations and laws. We may share your information to provide you with products or services you have requested. We may also share your information where we have a public or legal duty to do so, when we need it to conclude regulatory reporting and when we have requested and received your permission to share it.

### Individual rights

- **The right to be informed**

To emphasize the need for transparency over the usage of personal data, we ensure fair processing of information typically through this privacy policy.

- **The right to access**

Individuals have the right to access information the Company holds, access their personal data and other supplementary information and obtain information about how we process it.

- **The right to restrict processing**

Individuals have a right to 'block' or withdraw their consent to our processing of your information, which you can do at any time. When processing is restricted, we are permitted to store the personal data, but not further process it.

- **The right to rectification**

Individuals are entitled to have personal data rectified if it is inaccurate or incomplete. If this personal data in question has been disclosed to third parties, they must be informed of the rectification where possible. The Company must also inform the individuals about the third parties to whom the data has been disclosed where appropriate.

- **The right to erasure**

Individuals have the right to request the deletion or removal of personal data where there is no compelling legal or regulatory requirement for its continued processing. The Company will make sure that this right is protected.

- **The right to data portability**

We will ensure that personal data is moved, copied or transferred easily from one IT environment to another in a safe and secure way, without hindrance to usability.

- **The right to automated decision making and profiling**

Individuals have the right to query a decision/profiling that we make/do about a product or service that they have applied for and that was made solely by automated means.

- **The right to object**

Individuals have the right to object to our processing of their information in some circumstances.

### Individual Responsibility

Individuals are responsible for making sure the information provided to the Company is accurate and should inform the Company on any changes as it occurs, this will enable us to

update your information with us.

### Why We Collect Your Data (Legal Basis)

S/N	Lawful Basis	Description
1	Performance of a contractual agreement	Processing of personal data is necessary for the performance of a contract to which the individual is a party or for the Company to take pre-contractual steps at the request of the individual. E.g. To provide and manage the financial services to the customer.
2	Fulfilment of a legitimate interest	Processing is necessary under the legitimate interest of the Company, unless these interests are overridden by the individual's interests or fundamental rights. E.g. Validating KYC details.
3	Consent of the data subject	The individual has given their consent to the processing of their personal data.
4	Processing in the public interest	Processing personal data is necessary for the performance of a task carried out in the public interest or in the exercise of official authority. E.g. Processing data based on law enforcement agency's request.
5	Compliance with a legal obligation	Processing of personal data is necessary for compliance with a legal obligation to which the Company is subject to. E.g. Data is processed as a requirement of regulatory authority.
6	Protection of a vital interest	Processing personal data to protect the vital interests of the data subject or another individual. "Vital interests" will include interests essential for the life of the data subject or another individual. It applies if it's necessary to process personal data to protect someone's life. E.g. in case of memory loss.

### Cookies

A cookie is a small file that is placed on your computer's hard drive. Its functions include storing your login and session statuses, recording your user preferences and analyzing web traffic.

Cookies enable websites and applications to store your user preferences to enhance your overall website experience by better understanding your preferences, likes and dislikes. They also allow websites to identify when users are logged on their site and when they return to their site, test new content and analyse web traffic with data analytics.

Besides the data you elect to disclose and share with us, we cannot access your computer or any other information about you with cookies.

Although most browsers automatically accept cookies, you can amend your browser settings to disable cookies. This may however prevent you from fully experiencing the website as it was intended.



## Policy Update

We may update our privacy notice from time to time. When we do, we will communicate the changes to you.

If you have any queries or complaints about this Privacy Policy, please contact us at **UAC Building, 1/5 Odunlami Street, Lagos** and our contact details can be accessed on our official website; [www.fsdhcapital.com](http://www.fsdhcapital.com) and email [dpocapital@fsdhgroup.com](mailto:dpocapital@fsdhgroup.com). You can escalate to Nigeria Data Protection Commission (NDPC) via an email address: [info@ndpc.gov.ng](mailto:info@ndpc.gov.ng) or website: <https://ndpc.gov.ng/>

## TERMS AND CONDITIONS

These Terms and Conditions shall govern the relationship between FSDH Capital Limited ("FSDH Capital"/the "Company"/"us"/"we") and a person or entity who has authorized or signed FSDH's account opening documents and/or on whose behalf a Company account or Company accounts (hereinafter referred to as "Account") is being opened for by a legal entity and operated by one or more persons ("Account Signatory") where the context permits ("Customer"/"you"/"your").

If you do not agree with any provision in these Terms and Conditions, **DO NOT FILL THE ACCOUNT OPENING FORM AND/OR DO NOT ACCESS ANY RELATED SERVICE PROVIDED BY THE COMPANY.**

### **1. AUTHORIZATION**

FSDH is hereby authorized to open an Account(s) for the Customer upon the Customer's satisfaction of the Company's requirements, and to further provide the Customer with such related financial services as it may deem fit, from time to time. The Company reserves the right not to open an Account or provide a service to a customer in line with extant laws and regulations.

FSDH Capital is authorized to carry out due diligence activity considered necessary at any time, for the opening and/or operation of an Account. The Customer shall provide any document and/or information required by the Company from time to time in relation to update an Account information or any transaction. Pending receipt of satisfactory documents or information from a Customer and/or pending the conclusion of any due diligence activity by or on behalf of the Company and/or in the event of the Company's determination that any due diligence findings are inconclusive or unsatisfactory, the Company may close the Account, or at any time freeze or otherwise restrict transactions on the Customer's Account for such time it considers appropriate or until such due diligence findings become conclusive and/or satisfactory.

Based on the Regulation 37(2) SEC AML/CFT/CPF Regulations 2022, where the client fails to complete Customer Due Diligence (CDD).

#### **37. Timing of Identification Requirements**

(2) the Capital Market operator shall:

- (a) obtain identification evidence after it has contact with a client with a view to agreeing with the client to carry out an initial transaction; or reaching an understanding, whether binding or not, with the client that it may carry out future transactions; and
- (b) Where the client does not supply the required information as stipulated in sub-regulation (2) (a) of this regulation, a Capital Market Operator shall discontinue any activity it is conducting for the client; and bring to an end any understanding reached with the client.
- (3) A Capital Market Operator shall observe the provisions on the timing of verification under the subsisting AML/CFT/CPF Laws and Regulations.
- (4) A Capital Market Operator may however start processing the transaction or application immediately, provided that it –
  - (a) promptly takes appropriate steps to obtain identification evidence;
  - (b) does not transfer or pay any money out to a third party until the identification requirements have been satisfied
- (5) The failure or refusal by an applicant to provide satisfactory identification evidence within a reasonable time-frame without adequate explanation may lead to a suspicion that the applicant is engaged in money laundering, terrorist financing or proliferation financing.
- (6) A Capital Market Operator shall therefore make Suspicious Transactions Reports to NFIU based on the information in its possession before the funds involved are returned to the potential client or where they came from.

In the event that the Company closes my account for any of the aforementioned reasons, the Company shall render a Suspicious Transaction Report (STR) to the Nigerian Financial Intelligence Unit (NFIU) as required by the provisions of section 37(6) of the SEC AML/CFT/CPF Regulations 2022.

In addition to legal and regulatory compliance by FSDH Capital, the Company is hereby authorized to apply its internal policies and rules for the operation of an Account as it may so determine from time to time, including policies relating to dormancy and restrictions on the Account.

FSDH Capital consults with various bureaus and reference agencies and may be required to disclose the Customer's information to these agencies for the purposes of conducting checks on the Customer. The Customer hereby authorizes FSDH to disclose any or all information on its Account(s) and/or transaction(s) with FSDH to such agencies, whether such agencies are local or international. This authorization discharges FSDH from all liabilities, claims and/or damages for such disclosures made by FSDH.

## **2. FURTHER TO THE AUTHORIZATION GIVEN ABOVE:**

- a. The Customer confirms receipt of sufficient information and is satisfied with the nature and features of the Accounts and/or Companying products that the Customer subscribes for. The Customer confirms that FSDH may make any amendment to the features of any Account or products as it may deem fit without a requirement for prior notification to the Customer.



- b. The Customer confirms that the Authorised Signatory(ies) to an Account is/are hereby authorized to access and transact on the Customer's Account, in line with the rules specified in the Mandate, for such purpose(s) as the Company may permit.
- c. The Customer confirms that no liabilities whatsoever shall be ascribed to the Company for funds handed to a staff of the Company or to any person purporting to be FSDH Capital's staff outside business hours or outside the Company's premises and/or in any manner outside the Company's acceptable means of accepting deposits, unless by specific agreement in writing with FSDH Capital. The Company also disclaims liability for any funds transfer or any other transaction request purportedly consummated with a staff of a purported staff of FSDH Capital in any manner outside the Company's acceptable means of consummating such transaction. The Customer hereby indemnifies and shall keep FSDH Capital indemnified against all loss, claim, damage or action that may arise therefrom.
- d. Except otherwise agreed in writing, all funds standing to the credit of an account shall be payable on demand only and FSDH Capital is not under any obligation to effect any transfer or debit instruction if the Customer's account is not sufficiently funded to accommodate the value of the instruction and incidental charges. Upon the Company's suspicion of fraud, impropriety or encumbrance of the funds in a Customer's account or under any circumstances in which the Company considers necessary or prudent to so act, with or without notice to the Customer and without any responsibility or liability whatsoever, FSDH Capital may refuse to honour any transfer or other debit instruction. The Customer undertakes that except prior appropriate credit arrangement has been made by FSDH Capital, there shall be no transfer or debit instruction when the balance in the account is insufficient to cover the value of the debit and incidental charges
- e. The Customer agrees that in addition to any general lien or similar right which FSDH Capital may be entitled to by law, where the Customer has an outstanding liability and/or obligation to FSDH, the Company may, without notice to the Customer, combine or consolidate all or any of the Customer's account(s) and set-off or transfer any sum(s) standing to the Customer's credit in any one or more accounts towards satisfying such liability and/or obligation, be it actual, contingent, primary, collateral and/or several and joint.
- f. Deposit and withdrawals in foreign currency notes are subject to availability and adequate notice being received by FSDH Capital. Transactions shall be subject to FSDH's prevailing prescribed commission/service charges and also conversion at FSDH's prevailing foreign exchange rates (where applicable). The exchange rate, tax-related and other associated risks connected with the foreign currency transactions shall be at the sole cost and responsibility of the Customer. The Customer will be exclusively liable for any adverse consequence of any non-compliance with any relevant laws, regulations and governmental policies regarding foreign exchange transactions (including, but not limited to, any sanctions imposed by the competent authorities).

- g. FSDH Capital may, at its sole discretion or upon request by the Customer, send notification(s), alerts or information to the Customer in respect of a debit and/or credit alert or other transactions on the Customer's account, via electronic mail, text message or other means as FSDH Capital may deem appropriate and at a fee as may be prescribed by the Company. However, FSDH Capital does not guarantee delivery of such alerts as these may be occasioned by various factors outside the Company's control.
- h. FSDH Capital may assign, transfer and/or novate all or any of its rights and/or obligations under these Terms and Conditions or in relation to any account and/or service to a third party without the consent of or prior notification to the Customer. The Customer may not assign, transfer and/or novate all or any of its rights and/or obligations under these Terms and Conditions or in relation to any account and/or service to a third party without the written consent of FSDH.
- i. The Customer confirms that FSDH Capital may accept, act and/or comply with processes relating to a legal action served on it by any means in respect of Account(s) of such Customer. Within the extent permitted by law, the Company may send a notice to the Customer regarding such legal action. FSDH Capital may, however, refrain from sending such notice to the Customer depending on the circumstances of each case.
- j. The Customer may request for the closure of its account provided all liabilities, obligations and/or any outstanding amounts owed to FSDH has been fully settled. FSDH Capital may close any Account without giving any reason immediately upon issuing a notice to the Customer. If an account is closed and the Customer has outstanding obligations to the Company, such obligations shall persist until the Company receives and acknowledges satisfactory discharge of the obligations of such Customer. Where there are balances in a closed account, the Customer shall take steps to collect such balance amount in the account and until same is collected, the Company shall have the right to keep such balance without any interest being payable on such amount. Where FSDH Capital has suspicion of the death or legal incapacity of the Customer, the Company reserves the right to place a restriction and/or freeze on such customers Account(s) until the receipt of sufficient information to take the appropriate actions.
- k. Upon the death or legal incapacity of the Customer, FSDH Capital may continue to honour any instructions on such customer's account until the Company has actual knowledge of the death or legal incapacity and has had an opportunity to act on such information.
- l. FSDH Capital may send notices, advices or other communication to the Customer by hand, electronic means, telephone calls, or by leaving them at any addresses (known to the Company or reasonably believed by the Company to be the address of the Customer) or through any other means selected by the Company and such notice, advice or other communication will be deemed to have been received by such customer upon delivery of same.
- m. You hereby represent and warrant that:
  - you have read and understood the Privacy Notice and Terms & Conditions.



- you are at least 18 (eighteen) years of age.
  - your personal information and any other information given to us is true, accurate, authentic, current and complete.
  - You agree to comply with and be bound by the Privacy Notice and Terms & Conditions governing your use of the account and you affirm that the Terms and Conditions are without prejudice to any other right that we may have with respect to your use of the account under the laws of the Federal Republic of Nigeria or otherwise.
  - your acceptance and use of the account does not violate any applicable law in Nigeria or any contract or obligation to which you are a party or are otherwise bound; and
  - that if you are accepting the Privacy Notice and Terms and Conditions on behalf of a company, organisation or other legal entity, that you have their consent or authorisation to do so.
- n. You agree that under no circumstances will the Company be liable for any damages, whether direct, indirect, incidental, consequential, special, punitive or exemplary damages, arising out of or in any way connected with your use of or inability to use your Account, including but not limited to: loss of revenue, trading losses, anticipated profits, business, savings, goodwill or data; any failure of performance, denial of service, attack, interruption, defect, operator errors, inconvenience or delay in operation or transmission or computer virus; failure of electronic or mechanical equipment or communications lines (including telephone and the internet); severe or extraordinary weather (including flood, earthquake, or other act of God); fire, war, insurrection, terrorist act, riot, labour dispute and other labour problems, accident, emergency or action of government; or any third party theft of, destruction of, unauthorized access to, alteration or use of your information, equipment or property.
- o. Your use of your account may involve the transmission of information, including personally identifiable data, about you. You hereby consent to the transmission of such information by electronic means through the Internet and other means and represent that such consent shall be effective throughout your account operation. The transmission of your personal data or information shall be processed by FSDH in accordance with the Nigeria Data Protection Act 2023 and any other relevant data protection legislation.
- p. The Customer also confirms that in the absence of any directive to the contrary, any account(s) subsequently opened in the name of the Customer shall be operated and dealt with upon these terms and conditions.
- q. If any provision of these Privacy Notice and Terms and Conditions is deemed unlawful, void, or for any reason unenforceable, the remaining provisions shall be enforced to the fullest extent possible, and the remaining provisions shall remain in full force and effect.
- r. You shall comply with all laws, rules and regulations of the Securities and Exchange Commission and any governmental authority or agency which govern or apply to CMOs relationships in Nigeria.



- s. These Terms and Conditions are governed by the laws of the Federal Republic of Nigeria and subject to the jurisdiction of the Nigerian courts.