

## **SERVICE LEVEL AGREEMENT FOR ORDER MANAGEMENT SYSTEM DIRECT CLIENT ACCESS**

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- 1.** In consideration of **RAINBOW SECURITIES & INVESTMENT CO. LIMITED** (“RAINBOW”) whose registered office is situated at 4 Sumbo Jibowu Street, Off Ribadu Street, Awolowo Road, Ikoyi, Lagos,  
**GRANTING** OMS Online Portal Access Service to **THE CLIENT**  
.....  
of.....  
whose CSCS No. .... and clearing house No. ....,  
it is agreed as follows under the following Terms and Conditions.

### **PART 1: INTRODUCTION**

#### **DEFINITIONS:**

In this Service Level Agreement (SLA) the following terms shall have the following meanings unless the context otherwise requires:

**‘Account’** – means: a Stock Broking Account;

**‘Client(s)’** – means: a Client of Rainbow Securities & Investment Co. Limited who has or operates an account with the Company

**‘Commencement Date’** – means: the date the Client signs this Service Level Agreement;

**‘Email Address’** – means: the Client’s Email address in the Company’s records;

**‘Force majeure’** means: superior or irresistible force.

**‘Instruction’**- means: the Client’s request to the Company for services.

**‘KYC’** – means: know your customer;

**‘Mailing Address’** – means: the Client’s mailing address in the Company’s records;

**‘OMS’** – means: order management system;

**‘Password’** – means: Client’s account log-in password known solely by the Client as part of the requirement to access the On-Line Platform;

**‘Service’** – means: the RAINBOW Online Portal Access Service

**'SLA'** – means Service Level Agreement;

**'the Company'** – means: Rainbow Securities & Investment Co. Limited

**'User Code and Password'** – means: the enabling code with which the client accesses the system and which is known only to the Client;

**'User Name'** – means: Client's account log-in code usually in 4 Digits to perform certain functions on the Platform;

## **INTERPRETATION**

1. Except where the context renders it absurd or impossible, every reference to any party in this SLA shall include his or her successors in title and personal representatives, by and against whom this SLA shall be enforceable as if they had been originally named as parties.
2. Reference in this SLA to anything which any party is required to do or not to do shall include his/her acts, defaults and omissions, whether direct or indirect; on his/her own account ; or for or through any other person; and those which he permits or suffers to be done or not done by any other person.
3. The effect of all obligations affecting the Client under this SLA is cumulative and no obligation shall be limited or modified by any other of those obligations unless there is in this SLA an express limitation or modification.
4. The headings to clauses are inserted for ease of reference only and shall not affect the construction of this SLA.

## **PART 2: GRANT OF THE SERVICE**

### **2.1 ACCESS**

Access to the Service is granted free of charge to the Client, who has expressed interest and requested for the Service, subject to the Rights Reserved and with the Rights Granted and on the terms set out in this SLA.

### **2.2 COMMENCEMENT**

This Service starts on the Commencement Day and after the Client would have complied with and provided the following, and will remain in force until discontinued:

- (i) The Client must have an Account with the Company with complete KYC documentation
- (ii) The Client must have executed this SLA;
- (iii) The Client must have an electronic device with internet access;

- (iv) The Client must have an E-mail address.

### **2.3 NATURE OR CONTENTS OF SERVICE**

The Client will be availed the following from the Service:

- (a) Information regarding Client's balances (cash and stocks/shares) as at the last date of business with the Company;
- (b) Information with regards to any instrument in clearing or any credit standing in the Client's Account as at the last date of transaction on the Client's Account;
- (c) Client will be able to give instructions on Stock/share transactions be it for Purchase or for Sale;
- (d) Client can monitor execution of Instructions on the Service;
- (e) Client will be able to view market information and analysis.

## **PART 3: RAINBOW'S RIGHTS AND OBLIGATIONS**

### **3.1 RIGHTS RESERVED**

The Company reserves the Right to change or discontinue, temporarily or permanently, the Service at any time without Notice, if need be, to maintain the security and integrity of the Service and this will be without any liability on the Company to the Client or any third party for any modification or discontinuation of the Service.

### **3.2 SUSPENSION OF SERVICE TO CLIENT**

The Company also reserves the Right to suspend the Client's access to the Service at any time without Notice for similar reasons as above.

### **3.3 EXECUTION OF CLIENT'S INSTRUCTIONS**

Save for factors beyond the control of the Company such as act of God, force majeure and other unforeseen circumstances of technology challenges, the Company will endeavor to carry out the Client's instructions promptly and efficiently subject to availability of third party services dependency.

## **PART 4: THE CLIENT'S OBLIGATIONS**

### **4.1 NON DISCLOSURE OF DETAILS**

The Client is prohibited from disclosing his details or allowing access to any other person because his/her Account Code, User ID/Password/E-mail are used to give and receive instructions to and from the Company. In consequence, the Client undertakes to be absolutely responsible for

Safeguarding his/her User Code, Password, Security Pin and E-mail Access and ensuring its secrecy by not reproducing same in any manner whatsoever either in writing or otherwise capable of making it known to persons other than the Client.

#### **4.2 CLIENT'S USE OF SERVICE**

4.2.1 The Client's right to use the Service is personal therefore the Client agrees not to assign or make any commercial use of the Service.

4.2.2 Client agrees that the documents printed on this Service cannot serve as official document unless authenticated by the Company.

4.2.3 The Client understands and further agrees that use of the Service is at his/her sole risk. That the Service is provided on an "as is" and "as available" basis.

### **PART 5: EXEMPTION CLAUSES**

#### **5.1 WARRANTY**

The Company expressly disclaims all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

#### **5.2 DOWNLOADED MATERIALS**

Any material downloaded or otherwise obtained through the use of the Service is done at the Client's discretion and risk and the Company is not responsible for any damage to the Client's computer system or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by the Client from the Company or through or from the Service will create any warranty not expressly stated in these terms.

#### **5.3 DAMAGES**

The Company shall not be liable for any damages, whether directly or indirectly, incidental, special, consequential or exemplary damages including but not limited to damages for loss of profits, goodwill, use or other intangible losses, even if the Company has been advised of the possibility of such damages, resulting from:

- i. The use or inability to use the Service or in connection with any failure of performance, error, omission, interruption, defect, delay in operation, transmission, computer virus or line or system failure;
- ii. The cost of getting substitute goods and service resulting from any products, data, information or services purchased or obtained or messages received or transactions entered into through or from the Service;
- iii. Unauthorized access to or alteration or transmission of data;
- iv. Statements or conduct of anyone on the Service; or
- v. Any other matter relating to the Service.

## **PART 6: INDEMNITY CLAUSES**

1. Except where caused by intentional misconduct or gross negligence of an employee of the Company, the Client shall protect and fully indemnify the Company and its affiliates and Service providers from any and all third party claims, liability, damages, expenses and costs (including but not limited to, legal fees) caused by or arising from the Client's use of the Service, violation of the terms or infringement by any other user of the Client's Account, of any intellectual property or other right of anyone.
2. The Client expressly exempts the Company from any liability arising from any unauthorized access to the Client's Account and/or data as contained in the Company's records via the Service, which arises as a result of inability and/or otherwise of the Client to safeguard his user code and password and/or failure to log out of the system completely by allowing on screen display of his Account information.
3. The Client further exempts the Company from any liability as regards to breach of any of the Client's responsibilities as provided under this SLA and/or instances of breach of such duty that might be used by hackers and other unauthorized access to the Client's Account via the Service.
4. The Client shall be responsible for any fraud, loss and/or liability to the Company or third Party arising from usage of the Client's user ID and password being used by a third party and other unauthorized access. Accordingly, the Company shall not be responsible for any fraud that arises from usage of the Client's User ID and/or Password.

## **PART 7: COPYRIGHT**

### **7.1 PAGES AND SCREEN DISPLAY**

Copyright in the pages and in the screens displaying the pages, and in the information and material therein and arrangements are owned by the Company and the rights providers and should not be disseminated in any form (electronic or print). Only the Client's related information should be printed for personal use only.

## **PART 8: ADMINISTRATIVE PROVISIONS**

### **8.1 AGENCY**

The Company and the Client shall be independent contractors, and nothing contained in this SLA shall be deemed to create any association, partnership, joint venture, or relationship of principal, agent or master and servant, employer and employee between parties. Nor is the Company an agent or other legal representative of the Client for any purpose by reason of this SLA and/or any other party whom the Client is using this Service to pay. This SLA is personal to the Client and the Client cannot assign it to anyone.

### **8.2 SERVICE OF NOTICES**

1. Any notice given under this SLA shall be in writing and may be served:
  - Personally;
  - By registered post or courier;
  - By any verifiable electronic means;
  - By any other means which any party specifies by notice to the other.
2. Each party's address for the service of notice shall be his/her above mentioned address or such other address as he/she specifies by notice to the other.
3. A notice shall be deemed to have been served:
  - If it was served in person at the time of service;
  - If by electronic means as soon as it is delivered.

### **8.3 TRANSMISSION OF NOTICE**

The Client shall immediately send to the Company a copy of any notice received by him/her affecting or likely to affect the Service.

#### **8.4 REVIEW OF THE SLA**

This SLA shall be reviewed after two (2) years of operation in the first instance and thereafter as exigencies of the times demand.

#### **8.5 INFORMATION PROVIDED**

All information in this portal is provided in confidence and without responsibility on Rainbow Securities & Investment Co. Limited or any of its employees, Subsidiaries, associates and agents.

#### **8.6 DISPUTE RESOLUTION**

Dispute arising from the implementation of this SLA or any provision contained therein between the parties shall be resolved through Alternative Dispute Mechanism, viz:

- i. The Parties shall at the instance of either party have first recourse to Rainbow Securities & Investment Co. Limited Managing Director and the individual client or in case of Corporate the Client's Chief Executive Officer for resolution of the dispute.
- ii. In the event that the first effort at resolution fails parties may have further recourse to the Company's Chairman with the Client's Chairman (if corporate body)/the Client.
- iii. If the second step in the mechanism to resolve still fails parties shall mutually refer the case to arbitration.

#### **8.7 GOVERNING LAWS**

This SLA is governed by Nigerian law and each party hereunder agrees to submit to the jurisdiction and competence of the Nigerian Courts and Tribunals in all matters pertaining thereto, but with full liberty for the Company to resort to the Courts of any other country where jurisdiction may exist or be established.

**IN WITNESS WHEREOF**, the parties have hereunder affixed their hands and seal the day and year first above written.

**THE COMMON SEAL OF THE WITHIN NAMED RAINBOW SECURITIES & INVESTMENT CO. LIMITED WAS AFFIXED IN THE PRESENCE OF:**

-----  
**DIRECTOR**

-----  
**SECRETARY**

(For Corporate bodies)  
**THE COMMON SEAL OF THE WITHIN NAMED CLIENT WAS AFFIXED IN THE PRESENCE OF:**

-----  
**DIRECTOR**  
**GSM NO.....**  
**E-Mail.....**

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**DIRECTOR/SECRETARY**  
**GSM NO.....**  
**E-Mail.....**

(For individuals)  
**SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED CLIENT (GSM No.....; E-Mail.....):**

**IN THE PRESENCE OF:**

**NAME:.....**

**ADDRESS:.....**

**OCCUPATION:.....**

**SIGNATURE:.....**

**DATE:.....**