

# ACCOUNT OPENING FORM KENYA

# PART A: Account Opening Requirements

Please note that investors are obliged to submit the following documentation to African Alliance Kenya Asset Management Ltd (herein referred "the African Alliance"), together with their signed Account Opening Forms. The investor (including a joint investor) is obliged to notify African Alliance Kenya Asset Management Ltd of any changes to these details:

#	Particulars										For Client Tick (√)	For Official Use Only Tick (V)
1.		nent e.g. ID card or valid passport										
2.			(certified copy of bank statements or original cancelled cheque) / ATM Card cation Number (PIN) card (Individual & Corporate Signatories, Trustees and Directors)									
3.	1 recent colour pass				•	•				mb ata)		
4. 5.	Proof of residential		•					iibei at tile t	Jack OI	priotoj		
6.	Copies of recent CR			_				rd Resolutio	n/Artic	le of		
	Association (Corpor		,				,		.,		_	_
	RT B: Primary Invest								T			
Tit	le	☐ Mr	☐ Mrs	☐ Miss		)r	☐ Prof	Surname				
Fir	rst Name(s)					r			□ ма	ale	☐ Fer	male
Da	te of Birth	<u>D</u> <u>D</u> / <u>M</u> <u>M</u> <u>M</u> /	<u>Y Y Y Y</u>			Nationa	ality					
ID,	/Passport Number											
KF	RA Pin Number					Country Reside						
Re	sidential Address							1				
Ро	stal Address						Post code			Town		
Мо	bile Number					Alternat	ive Contact					
En	nail											
PA	ART C: Employment D	etails										
00	cupation											
En	nployment Status	☐ Employe	ed	☐ Self-employ	yed	☐ Un	employed	☐ Re	tired			
En	nployer's Name											
PA	ART D: Acting on beha	lf of Investor	/ Joint Inves	tor								
Tit		☐ Mr	☐ Mrs	☐ Miss		)r	☐ Prof	Surname				
Fir	rst Name(s)		-1						□ ма	ale	☐ Fer	nale
Da	te of Birth	DD/MMM/YYYY				•						
ID,	/Passport Number											
KF	RA Pin Number	Country of Residence										
Re	sidential Address							1				
Ро	stal Address						Post code			Town		
Мо	bbile Number					Alternat	ive Contact					
En	nail											

DAI	OTE I STATE	adama Aadhaa'									
	PART E: Joint Signatory Authority  Please indicate whether you require a joint signing authority by making an election below:										
	We instruct African Alliance to only action instructions signed by all authorised signatories named above.										
		frican Alliance to action instructions signed by any of the authorised signatories and agree to terms (a) to (d) below.									
(a)		e African Alliance to act upon the instructions given in writing and, signed or purportedly signed by any one of the authorised									
(c)	signatories. (b) We confirm that these authorisations shall apply to any further units purchased, transferred or otherwise held by the entity.										
PAI	RT F: Next of Ki	n									
Titl	е		Surname								
Firs	st Name(s)								☐ Male	☐ Fe	male
	ationship									<u> </u>	
	n next of Kin bile Number				Δ.		ative Contact				
					A	iterna	ative Contact				
Em	ail Address										
Ple docc  1 2 3 4 (Ple Det (No Cou Short Fur PAI Sta	Employment Trade/Busing Inheritance/U Dividends ase tick as appropails te: Please add a Intry of origin of the pull there be an eds' to African A	source of fun fe.g. income s //Professional ess Gifts  priate a separate she f funds ny changes in Illiance.  t of Account a accounts, rep	ds / Source of tatement, bar t	not sufficient funds I uncondences, r	es	5 6 7 8	Investments Personal Sar Borrowed (S Other (Speci	vings pecify) fy) hall forthwith se	end an amended	d 'Declaration	n of Source of
	RT I: Banking De		tor								
	me of Account H	iolaer				Τ_	1. 51				
	ne of the Bank						ranch Name				
Branch Code			S۱	wift Code							
Acc	ount Number					A	ccount Type				
PAI	RT J: Mobile Mo	ney Details of	the Investor								
	ephone Number										
<u> </u>											
_	RT K: Email Mar		cupden Devi	D of +b:- 5	arma halawi	01:-	fficial amount	on numace C	thic access to	d all are -!!	not ruction -
	Subject to <i>Terms and Conditions</i> under <u>Part P</u> of this Form, below is our official email for purposes of this account and all email instructions or correspondences to / from African Alliance should be communicated, submitted or transmitted through this email:										
Em	Email Address										

# **PART L: Authorisation and Declaration** I/We have read and fully understood all the pages of this application form and agree to the Terms and Conditions of this investment and I/We understand that this application and any further documents, read with the Trust Deed, the Supplemental Deed(s), and the Information Memorandum constitutes the entire agreement between African Alliance and me. I/We warrant that the information contained herein is true and correct and that where this application is signed in a representative capacity, I have the necessary authority to do so and that this transaction is within my power. I/We declare that I am not a US person 4. I/We are aware of, understand and accept the risks associated with investing in unit trust portfolios. 5. I/We confirm that none of the parties herein is a sanctioned person nor the source of income/funds/wealth originates or is related to transactions from sanctioned countries. I/We further confirm that Africa Alliance may also have to end the relationship with me/us should this information be false or should I/We become sanctioned persons.

6.	I/We are aware of, understand and accept the risks associated with this investment and I/We have independently consulted my/our financia
	advisor.

0.	advisor.	n, under stand and a		the risks associated	with this	IIIVC	Sufferit and 17 v	ve have independently e	onsucce my/our manerac	
PA	RT M: Authorised S	Signatories								
	Full Name						Capacit	ty		
	Signature of Auth	orised Signatory					•	•		
2.	Full Name						Capacit	tv		
							oupuci	.,		
	Signature of Auth		<u> </u>							
* If s	igning on behalf o	f the investor please	provid	de proof of authority	y and supp	ortin	ng verifying doo	cumentation.		
PA	ART N: Financia	l Advisor / Broke	r							
Nan	ne	:	Stamp				Phone Nur	mber		
							Signature			
Bai	nk Details for Afric	an Alliance								
Bai	nk Name	Branch Name		Branch code	Ac	coun	it Name	Account No	Swift Address	
	anbic Bank of nya	Kenyatta Aven	ue	31002	Ma	anag	M-Asset Jement Cash	0100002095607	SBICKENXA	
	ount Number:		ber_l	Portfolio Numbe	er_Unit	Trus	st Abbreviat	ion e.g., KM000123 <sub>_</sub>	_DP001_KESF	
	T P: Investor Risk		:	dei ale incorrent monerat mone			.:		de telemente and	
		t to assist you in dec lete the form by tick						assessing your risk nee	as, tolerance and	
1)	What is your curr ☐ 18 to 35 years	ent age?			•		your investme	nts?	a loss of 20% or above in	
	□ 36 to 55 years						☐ It will bother me, I will give it whatever timeframe it requires to grow and probably invest more			
	☐ Above 55 years						□ I will be sligh			
۵۱						L	_	ne it. It will give me sleep ivest elsewhere	less nights and I am likely	
2)	Have you ever invested in or are you currently holding?									
	☐ Treasury Bills☐ Shares	☐ Treasury Bonds		☐ Property ☐ REITS			-	ou to an investment?		
	☐ Shares ☐ Bank Deposits ☐ Unit Trusts ☐ Offshore			LI KEIIS			☐ Its good return regardless of risk			
	L Ollit Trusts	□ Olisilore					□ Both safety a	nd income		
3)		you with the investm	nent m	arkets and the		L	□ Only safety			
	concept of RISK v  ☐ Very Knowledge					<b>5)</b>	How long do yo	ou intend to invest in this	investment?	
	☐ Reasonable Kno						☐ Above three y	years		
	□ Not Knowledgeable at all						☐ Between 1 to	3 years		
							☐ Below 1 year			

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## **KEY OBJECTIVES OF THE UNIT PORTFOLIOS**

**Money Market Fund:** The primary objective of this unit portfolio is to seek an attractive level of current income and the preservation of capital.

The Fund will invest in money market and short-term debt instruments. This fund is a superb and less risky alternative to bank deposits due to its maximum exposure of 10% to any one bank.

Amount:	Date:
Signature:	
<b>Fixed Income Fund:</b> The primary object medium-term stability and growth of investment risk and a reasonable lever Kenya Government Treasury Bonds and	capital consistent with moderate l of income. The Fund will invest in
Amount:	Date:
Signature:	
Managed Fund: This is a balanced fun to seek long-term stability and capital investment risk and a reasonable level	growth, consistent with moderate
Amount:	Date:
Signature:	

**Equity Fund:** The primary investment objective of this unit portfolio is to seek growth in both capital value and income over the medium and long terms.

The fund will invest predominantly in equities listed in the Nairobi Stock Exchange, and also other stock exchanges outside Kenya to the extent that such stock exchange is recognized by an equivalent body to the authority in such jurisdictions.

such jurisulctions.	
Amount:	Date:
Signature:	
medium-term whilst providing c	objective is to preserve capital over the onsistent income generation within ing in a diversified portfolio of domesti and sovereign debt securities.
portfolio comprising a broad range unlisted securities, corporate and go	, the Fund Manager will construct of secured and unsecured, listed and overnment bonds, debentures, mediun lls of exchange that are consistent with
Amount:	Date:
Signature:	

OFFICIAL USE ONLY
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I Confirm that I\_\_\_\_\_\_ (a designated officer of African Alliance Kenya Asset Management Ltd) has;

- Conducted a complete and thorough fact find on the client to determine his/her financial capabilities and risk tolerance level;
- 2. Explained fully the type of investment recommended with particular attention having been paid to the risk level.

Signature:					
Date:					



#### **PART P: Terms and Conditions**

#### General

- "African Alliance" refers to African Alliance Kenya Asset Management Ltd (herein also "the Fund Manager") and any entity in the African Alliance group of companies.
- This application together with the Trust Deed, the relevant Supplemental Deeds and the Information Memorandum, will govern the legal relationship between the investor and the Fund Manager. It is the Fund Manager's sole discretion to accept or reject the Unit Holder's application form.
- 3. Please note that all documents, notifications of deposit, investment, redemption and switch applications must be received by the Fund Manager by or before 12:00pm, to be transacted at the net asset value price for that day. Where all required documentation is not received before the stated cut off time the Fund Manager shall not be obliged to transact at the net asset value price as agreed to.
- Any monies received by the Fund Manager that are not supported by appropriate documentation may be returned to the paying bank within 3 business days from receipt thereof by the Fund Manager.
- 5. No interest will accrue to monies awaiting allocation.
- All material facts must be accurately and properly disclosed, and the accuracy and completeness of all answers, statements or other information provided by or on behalf of the Unit Holder, are the Unit Holder's own responsibility.
- No indulgence granted by the Fund Manager shall affect or prejudice the rights of the Fund Manager, nor shall it be regarded as a waiver of African Alliance's rights.
- The onus is on the investor to inform African Alliance of any changes to the bank account details.
- No payments will be made into third party accounts and third party MPESA accounts or credit cards. (i.e. payments will only be made to the bank account in the name of the registered investor).

#### Instructions

- With the exception of MPESA deposits which do not require written instructions, all
  other instructions will only be acted upon when written by the investor or an authorized
  representative
- The Fund Manager will not proceed with any transaction if there is any doubt as to the validity of any signatures/information or if it deems the application to be incomplete in any way and African Alliance cannot be held liable for any losses as a result thereof.
- African Alliance shall not be held liable for any and all claims, losses and/or damages whether indirect, special or consequential and/or any expense of any nature whatsoever which you may incur or suffer as a result of any instructions not being processed by Africa Alliance due to instructions being unclear, incomplete or ambiguous.
- 4. Where instructions are sent via electronic mail, African Alliance does not give any guarantee as to the timeliness or execution of those instructions. African Alliance undertake to act promptly with due care and diligence. You hereby request and authorize African Alliance to act, to rely and act upon any such instructions which may from time to time be, or purport to be given by you or in your name.
- Subject to the Email Mandate provided under PART J of the Account Opening Form, you should be aware that email is not a secure medium and that any instructions purported to be from you by email will be actioned. African Alliance shall have no obligation to verify the authenticity of any instruction you send to us by email.

African Alliance will not be held liable to you or to any other person for or in respect of any direct, indirect consequential damage, expense, loss or cost of any kind or nature. arising from an instruction sent or received by email, whether or not as a result of delay, data destruction, system malfunction, interruption of communication links or provider service, or any similar problem over which African Alliance has no control. You should therefore not assume that any email has been received and/or actioned unless you receive either an email and/or telephone call acknowledging receipt. You acknowledge and accept that generally it will not be possible to cancel or revise an electronic instruction after it has been given. You furthermore acknowledge and agree that there are risks of misunderstanding, error and fraud in any communication by electronic medium and that such risks shall be borne by you unless caused by the deliberate and proven default of the directors, officers or employees of African Alliance. African Alliance may at its absolute discretion refuse to act in accordance with any instructions, without being under obligation to give any reasons thereof. If we decline an instruction we will take reasonable steps to notify you promptly of this but subject to this will not be liable for any failure to do so.

#### Reporting

Investor statements will be issued monthly via email.

#### Fees

- The fees that apply to this investment are set out in the Information Memorandum and latest Fund Fact Sheet.
- The Fund Manager may charge an initial fee and/or exit fee ("manager's charge") in respect of expenditure incurred and administration performed in connection with the creation, issue sale of units.
- The annual management fee ("service charge") is the fee charged by the Fund Manager for the ongoing management or administration of the fund. This fee is payable monthly and calculated as a percentage of the market value of the total assets of a portfolio for each day of the respective calendar month.
- 4. The fixed monthly maintenance fee may be charged by the Fund Manager in respect of an account with a unit balance that falls below the prescribed minimum. You hereby authorize us to debit your account for any fees, commissions, charges, taxes or other amounts payable by you to us pursuant to the Agreement.
- Fees exclude VAT. You will be responsible for the payment of any commissions, transfer fees, registration fees, taxes, duties and all other liabilities and costs properly payable or incurred by us under this Agreement.

#### Authorisation and Declaration by Investor

 I / We warrant that I am / we are duly authorised to sign this Account Opening Form and to invest in, switch or sell units in African Alliance Kenya's Unit Trust Funds ("The

- Funds") and that by my / our investing, holding or purchasing units I / we will not be in breach of any laws or regulations of any competent jurisdiction and I / we hereby indemnify the Fund Manager, Custodian, Trustee, Administrator and other unitholders for any loss suffered by them as a result of this warranty / representation not being true in every respect.
- 2) I / we agree to provide the declaration and warranties contained herein to African Alliance and at such time as African Alliance may request such certifications, documents or other evidence as African Alliance may reasonably require to substantiate such representations. I / we agree to notify African Alliance immediately if I / we become aware that any of the declarations or warranties contained herein is / are no longer accurate or complete in all respects.
- 3) I / we hereby confirm that African Alliance, the Fund Manager and the Administrator are each hereby authorised and instructed to accept and execute any instructions in respect of the Units to which this application relates, given by me / us in written form.

  I / we hereby indemnify African Alliance, the Fund Manager and the Administrator and agree to keep them indemnified, against any loss of any nature whatsoever arising to each of them as a result of any of them acting upon telephone or email instructions. In circumstances where such instructions relate to a change in the Account Details for redemption payments referred to above, I / we confirm that I / we will provide African Alliance or the Administrator with an original written instruction. African Alliance and Administrator may rely conclusively upon and shall incur no liability in respect of any action taken upon any notice, onsent, request, instruction or other instrument believed in good faith to be genuine or to be signed by properly authorised persons.
- 4) I / we confirm that I / we have accessed, and understood a copy of the Information Memorandum containing the detail for the particular African Altiance Kenya Unit Trust Fund in which I / we wish to invest at the date of this application. I / we acknowledge that this application is made on the terms of the Trust Deed, Information Memorandum and material contracts referred to therein.
- 5) I/ we direct that on the death of one of us, the Units for which we hereby apply will be held in the name of and to the order of the survivor(s) of us or the executors and administrators of such survivor (applicable to natural persons only).
- 6) African Alliance and the Administrator reserve the right to seek evidence of identity to comply with applicable money laundering regulations. In such case of delay or failure to provide satisfactory information, African Alliance and the Administrator may take such action as they see fit.
- 7) I/We acknowledge and understand that, African Alliance is not responsible for any tax liability that I / we may incur or for changes in my / our tax status as a result of any changes to the current tax regime.
- 8) Redemptions will only be made into the bank account and MPESA Account as detailed in the Bank account details under Part I and Mobile Money details under Part J of this form and only as instructed by the duly authorised signatory(ies) as designated under Authorised Signatories. Under no circumstances will any redemptions be paid into third party or nominee accounts or third party MPESA Accounts.
- 9) African Alliance shall not be liable for loss suffered by you in connection with the Services unless such loss directly arises from our negligence, willful default or fraud. I hereby expressly consent to African Alliance collecting and processing my personal information in order to
  - a. Open, administer, manage and operate my unit trust account/investment;
  - b. Provide any combination of services, analysis, advice or intermediary services linked to my account;
  - Monitor and analyse the conduct on my account for AML, market abuse, compliance and other risk related purposed;
- d. Carry out statistical and other analysis to identify potential markets and trends;
- e. Develop new products and services; or
- f. achieve any other purpose authorised by law.
- 10) Whilst we will endeavour to comply with our obligations in a timely manner we will incur no liability whatsoever for any partial or non-performance of our obligations by reasons of any cause beyond our reasonable control including but not limited to any communications, systems or computer failure, market default, suspension, failure or closure, or the imposition or change (including a change of interpretation) of any law or governmental or regulatory requirement and we shall not be held liable for any loss you may incur as a result thereof. I hereby expressly consent that African Alliance may
- f. Process my personal information within the Group for the purposes as set out in 9 above:
- g. Disclose my personal information to any person who provides services to African Alliance or acts as its agent or to whom African Alliance has transferred or proposes to transfer any of its rights and duties in respect of my account. Some of these persons may be located in countries outside of Kenwa;
- h. Share my personal information with its service providers, locally and outside Kenya, as necessary:
- i. Contact me for the purposes of marketing new products or services
- j. Carry out a data matching procedure concerning my personal data

## 11) I acknowledge that

- k. African Alliance will at all times remain responsible for determining the purpose of and means for processing my personal information
- African Alliance is required by various laws, including but not limited to AML laws, to collect and further process some of my Personal Information
- m. Without my personal information African Alliance may be unable to open or continue to offer services to me, and
- n. I am providing African Alliance with my personal information voluntarily.
- African Alliance will disclose or report personal information if and when required to do so by law or any regulatory authority,
- 12) I consent to African Alliance making enquiries of whatsoever nature for the purpose of verifying the information disclosed in this application and I expressly consent to African

- Alliance obtaining any other information concerning me from any source whatsoever to enable African Alliance to process this application.
- 13) You acknowledge and agree that African Alliance may retain such Personal Information, in accordance with African Alliance's data retention policies, after termination of this Agreement only so long as required and permitted by applicable.
- 14) African Alliance Data Privacy and Protection Policy is available on African Alliance Website www.africanallianceassetmanagement.com. By signing this form, you confirm that you have read, understood and consented to African Alliance Data Privacy and Protection Policy.

# Anti-Money Laundering and Counter Financing of Terrorism regulations (AML and CFT regulations)

In terms of applicable AML and CFT regulations, African Alliance are required to take the prescribed steps to establish and verify my identity.

I accept that African Alliance reserve the right to require information and documentation (Statutory Documentation) in order to verify my identity and I accept that the delay or failure by me to provide the Statutory Documentation as requested by African Alliance will result in African Alliance taking any action necessary to protect its rights.

- 14) I indemnify and hold African Alliance harmless against any claims, loss or damage and/or any expense of any nature whatsoever which may arise as a result of an instruction not being processed timeously due to African Alliance having received incomplete Statutory Documentation.
- 15) Should details in respect of any Statutory Documentation change, I undertake to forward confirmation and/or the verification documentation in respect of such change to African Alliance within 30 days of such change.

#### **US Persons**

- You agree and promise to inform us as soon as you become a US Person during your relationship with us.
- If you become a US person during your relationship with us, we have the right to end the relationship with immediate effect.

#### Contact

African Alliance Kenya Asset Management Limited

Fourth Floor, Kenya Re Towers, Upper Hill, Off Ragati Road, PO Box 27639-00506, Nairobi

Compliance Department

African Alliance Kenya Asset Management Limited

Fourth Floor, Kenya Re Towers, Upper Hill, Off Ragati Road, PO Box 27639-00506, Nairobi **Notice Clause** 

Any notice given by either party, or demand made by African Alliance, may be made by hand delivery, registered mail, email or facsimile, telephone, or by email to the last notified address, facsimile or phone number or email address as the case may be. The Client shall provide African Alliance with the details of his contact on/or before opening the account and shall notify African Alliance in case of any change or variation thereto. Any notice or demand shall be deemed to have been received in the case of hand delivery at the time on the received stamp, in the case of a registered mail at the expiration of five Business Days after posting, in the case of an email, as soon as the email is sent if within market hours, and in the case of facsimile transmission shown above having been successfully made it shall be deemed to having been received on the next business day. Evidence that the notice was properly addressed, stamped and put into the post shall be conclusive evidence of posting. African Alliance shall have the right to change the terms of this Agreement at any time by giving you notice either in writing, by placing prominent notices at our offices or branches or by sending you a message.

#### Complaints

Please do not hesitate to contact us if you are not satisfied with this investment or the services received from African Alliance. A complaint must be submitted to Africa Alliance through the contacts provided below:

the Compliance Officer. African Alliance will acknowledge the complaint in writing and will inform the investor of the contact details of the persons involved in the resolution theorem.

### Applicable Law

These Terms and Conditions are regulated and subject to the Laws of the Republic of Kenya Customer Consents

Customer Consents
Consent to Sharing your Personal Information with African Alliance:     African Alliance can share my personal information with other entities
within its Group
African Alliance cannot share my personal information
Signed at
Date
Full Name of Signatory
Capacity
Signature of Investor/Legal Guardian
Full Name of Signatory

Capacity

\* If signing on behalf of the investor please provide proof of authority and supporting verifying documentation.