

Britam Asset Managers (Kenya) Limited is licensed and regulated by the Capital Markets Authority and Retirement Benefits Authority

BRITAM WEALTH MANAGEMENT FUND - COMPANY CONTRIBUTION AGREEMENT (USD)

Please print clearly in **BLOCK** letters and tick (✓) where appropriate.

ACCOUNT NO.: _____

1. INVESTOR DETAILS

(i) Corporate Details

Type of Investor: ☐ Company ☐ Trust ☐ Fund ☐ Other (Please Specify): _____

Registered Name: _____

Trade Name: _____

Nature of Business: _____

Registration Number: _____ Company Pin Number: _____

Registered Address: _____

Date of Incorporation: _____ Country of Registration: _____

Postal Address: _____ Postal Code: _____

Mobile Number: _____ Telephone Number: _____

Physical Address (Office Building/Floor): _____

Fax: _____

Preferred Method of Contact: ☐ Email (Free) ☐ Post (At a Fee)

(ii) Nature/Description of Business

✓	Business Segment	Annual Turnover Guide (KES)
<input type="checkbox"/>	Micro Enterprise	500,000
<input type="checkbox"/>	Small Enterprise	500,001 to 5,000,000
<input type="checkbox"/>	Medium Enterprise	5,000,001 to 100,000,000
<input type="checkbox"/>	Large Enterprise	1,000,000,000
<input type="checkbox"/>	Non Profit Organizations (NGOs) e.g. Churches, Charity, Welfare Organizations	-

(iii) Sector

- Agriculture, Forestry and Fishing
- Mining and Quarrying
- Electricity, Gas, Steam and Air Conditioning Supply
- Construction
- Wholesale and Retail Trade
- Transportation and Storage
- Information and Communication
- Accommodation and Food Service Activities
- Financial and Insurance Activities
- Professional, Scientific and Technical Activities
- Administrative and Support Service Activities
- Public administration and Defense; Compulsory Social Security
- Education
- Human Health and Social Work Activities
- Arts, Entertainment and Recreation
- Water Supply: Sewerage, Waste Management and Remediation Activities
- Other service activities e.g. Activities of households as employers; undifferentiated goods- and services-producing, activities of households for own use or activities of extraterritorial organizations and bodies

Sector (Choose from above list): _____

(iv) Source of Funds

☐ Profits ☐ Rental/Property Sale ☐ Sale of Shares ☐ Dividends/Interest ☐ Maturing Investments

☐ Loan ☐ Other (Please Specify): _____

Please note that Britam reserves the right to seek further information or documentation on the source of funds to be invested

2. FOREIGN ACCOUNT TAX COMPLIANCE ACT (FATCA)

Are you a US Citizen or Resident?

Authorized Signatory 1: ☐ Yes ☐ No
Authorized Signatory 2: ☐ Yes ☐ No
Authorized Signatory 3: ☐ Yes ☐ No
Authorized Signatory 4: ☐ Yes ☐ No

If Yes, complete the US Indicia Form

US citizens and residents include persons; born in the US, or holders of a US Green Card, US residential address, US telephone number, standing order to a US Bank account, granted power of attorney or have signatory authority to a person with a US address

Self-Certification (Tax Status)

Are you registered for tax in Kenya?

Authorized Signatory 1: ☐ Yes ☐ No
Authorized Signatory 2: ☐ Yes ☐ No
Authorized Signatory 3: ☐ Yes ☐ No
Authorized Signatory 4: ☐ Yes ☐ No

Are you registered for tax in any other country?

Authorized Signatory 1: ☐ Yes ☐ No
Authorized Signatory 2: ☐ Yes ☐ No
Authorized Signatory 3: ☐ Yes ☐ No
Authorized Signatory 4: ☐ Yes ☐ No

If "Yes", please provide your Tax Identification Number for each country (or reason why none has been issued)

Country (ies) of Tax Residency	Tax Identification Number	Or Reason	Not Applicable

3. RISK ASSESSMENT QUESTIONNAIRE

1. How long have you been operational?

☐ (a) 0 - 5 Years ☐ (b) 6 - 10 Years ☐ (c) Over 10 Years

2. How long do you want to invest?

☐ (a) Above 3 Years ☐ (b) 1 - 3 Years ☐ (c) 0 - 1 Years

3. Have you invested in any of the investments below? (Please tick where applicable)

☐ Fixed Deposit ☐ Land/House ☐ Shares ☐ T-Bills/T-Bonds ☐ Unit Trusts
☐ (a) More than 3 investment categories ☐ (b) 1 to 3 investment categories ☐ (c) None of the above

4. What type of savings or investments do you currently hold? (Please tick where applicable)

☐ Fixed Deposit ☐ Land/House ☐ Shares ☐ T-Bills/T-Bonds ☐ Unit Trusts
☐ (a) More than 3 investment categories ☐ (b) 1 to 3 investment categories ☐ (c) None of the above

5. What do you expect of your income in the next one to three years?

☐ (a) Increase ☐ (b) Stay about the same ☐ (c) Decline/stop

6. Approximately what portion of your total assets will this investment present?

☐ (a) Less than 10% ☐ (b) 10% to 50% ☐ (c) 51% and above

7. Would you say about your knowledge on financial and investment markets?

☐ (a) I have a sound understanding ☐ (b) I have a basic understanding ☐ (c) I have little or no knowledge

8. If your investment value fell by 20% over the course of the next three months, how would you react?

☐ (a) Buy more of the investment ☐ (b) Hold on to the investment ☐ (c) Sell some or all of the investment

9. What attracts you to an investment?

☐ (a) Its good return regardless of the risk ☐ (b) A combination of security and income ☐ (c) Purely security

10. Do you have other savings you can access immediately?

☐ (a) I have adequate funds to last me more than 1 year ☐ (b) Yes, but less than 6 months worth ☐ (c) No

11. When do you expect to need most of your money from this investment?

☐ (a) Above 3 Years ☐ (b) 1 - 3 Years ☐ (c) 0 - 1 Years

Key: (a) = 3, (b) = 2, (c) = 1, Please add all your scores. Your final score should fall within the risk rating column

Total Risk Score	0 - 19	20 - 26	27 - 33
Risk Profile	Conservative Investor	Moderate Investor	Aggressive Investor
Description	Usually want stability and protection of current investment. Generally seeks to preserve capital and are prepared to accept lower investment returns as a trade off.	Usually medium term investors who want to protect their capital and achieve some real increase in the value of their investments. Seeks a diversified portfolio with exposure to a broad range of investment sectors.	Usually long term investors seeking high capital growth. Substantial year to year fluctuations in value are acceptable in exchange for potentially high long term returns. They are comfortable accepting high volatility in their capital value, with the risk of short to medium term periods of negative returns.

Disclaimer

This risk profile questionnaire and the results should not be regarded as investment advice or an offer to sell, or a solicitation for an offer to purchase any investment products or services. Britam accepts no responsibility or liability as to the accuracy or completeness of the information provided in this risk profile questionnaire and the results. This questionnaire is not a substitute for professional advice.

4. FUND INFORMATION

Britam Wealth Management Fund

Britam Wealth Management Fund is suitable for investors whose liquidity needs are predictable and are able to invest their funds for fixed periods. The fund is ideal for;

- Short term fixed savings/deposits i.e. for 3, 6 or 12 month investments
- Investment of retirement proceeds to generate consistent monthly income
- Investment of reserve funds (sinking funds) for landlords to cater for maintenance and insurance costs
- Accumulation of project funds
- Investment of business income

Points to Consider	Expected Returns Depend On	Benefits
<ul style="list-style-type: none"> • Your risk profile • Your time horizon for the investment • Whether you require regular income from the investment or purely looking for capital growth 	<ul style="list-style-type: none"> • Returns from the financial markets • The type of assets within the unit trust portfolio 	<ul style="list-style-type: none"> • Attractive returns, • Easy and affordable investment • Diversification of risks • Expertise in professional management • Value for money • Flexible investment options • Liquidity
Fund Objective	The investment objective and policy of the Fund is to provide Clients with a high income yield. The Fund's portfolio will include investments in money market instruments, debt securities or be placed on deposit which have fairly stable market values.	
Investment Risk Level	Low to Medium Risk Fund	
Currency	USD	
Minimum Investment Amount	Minimum initial investment and holding - USD 10,000 Minimum top up amount - USD 5,000 Minimum Withdrawal Amount - USD 100 Minimum Roll Over Amount - USD 5,000	

Tenor	3, 6 and 12 months
Tax on Interest	The Income Tax Act (ITA) of Kenya applies
Initial Fees	0%
Annual Management Fee	Maximum of 2.0% p.a. of Assets Under Management, discounts to be given based on tenor.
Early Redemption Charge	25% of income earned
Switch Charge	A switch charge shall not be applicable. Switch of units before maturity of the relevant investment tenor will however be subjected to the early redemption charge of 25% of income earned.
Outperformance Fee	Calculated daily as 20% of returns above the performance hurdle rate. The performance hurdle rate is defined as follows and is ONLY used for assessing the outperformance fee: (a) 3 Month's Tenor - 3 Month SOFR + 2% (b) 6 Month's Tenor - 6 Month SOFR + 2% (c) 12 Month's Tenor - 12 Month SOFR + 2%

5. FUND SELECTION

I confirm that I have read the Fund Information section and I understand my risk profile. I have chosen to invest as follows:

Initial Investment Amount/Capital Contribution (USD): _____

Investment Period: ☐ 3 Months ☐ 6 Months ☐ 12 Months

	Name	Signature	Date
Authorized Applicant 1			
Authorized Applicant 2			
Authorized Applicant 3			
Authorized Applicant 4			

6. PARTNERSHIP ACCOUNT DETAILS

Currency:	US Dollars
Bank:	Standard Chartered
Account Name:	Britam Wealth Fund USD Account
Branch:	Head Office
Bank Code	02
Branch Code	078
Account Number:	8705016762500
Account Currency:	US Dollars
Swift Code:	SCBLKENX

7. CLIENT ACCOUNT INSTRUCTIONS

Details of Authorized Representatives

	Authorized Signatory 1	Authorized Signatory 2	Authorized Signatory 3	Authorized Signatory 4
Title e.g. Director				
Surname				
First Name				
Middle Name				
ID/Passport Number				

	Authorized Signatory 1	Authorized Signatory 2	Authorized Signatory 3	Authorized Signatory 4
Date of Birth (dd/mm/yyyy)				
Mobile Number				
Office Number				
Fax				
Email Address				
Residential Address				
Postal Address				
Postal Code				
Nationality				
Signature				
Date				

Note that the authorized signatories can fully operate the account including switching funds, withdrawing funds and closing accounts.

☐ Either/Or ☐ 2 to Sign ☐ 3 to Sign ☐ 4 to Sign

Signature Samples of Authorized Signatories

	Name	Signature Sample	Date
Authorized Signatory 1			
Authorized Signatory 2			
Authorized Signatory 3			
Authorized Signatory 4			

Payment Method

Direct Bank Transfer (Please provide your bank information below)

Account Name: _____

Account Number: _____ Bank Name: _____

Branch: _____ Bank Code: _____

8. MATURITY INSTRUCTIONS

Please indicate below your preferred treatment of funds at maturity

- ☐ (a) Roll Over Amount Invested + Investment Income
 ☐ (b) Roll Over Amount Invested Only and Withdraw the Balance
☐ (c) Withdraw Amount Invested + Investment Income
 ☐ (d) Withdraw Amount Invested Only and Roll Over the Balance

In case of a roll over, please specify your preferred investment tenor

☐ 3 Months
 ☐ 6 Months
 ☐ 12 Months

9. GENERAL TERMS AND CONDITIONS

- (a) This Contribution Agreement (this "Agreement") is entered into subject to the terms of the Britam Wealth Management LLP's Fund Partnership Agreement dated 1st April 2018 (and any subsequent revisions or variations made thereto).
- (b) Britam Wealth Management LLP (the "Partnership") is a Limited Liability Partnership established in Kenya, with Britam Asset Managers (Kenya) Limited (herein 'the Fund Manager') as the Principal Partner charged with administering the affairs of the Partnership. By executing this Agreement, and making the Capital Contribution, the Subscriber shall become a Partner in the Partnership and accordingly unequivocally accepts to comply and be bound by the provisions of the Partnership Agreement.
- (c) Under the terms of the Partnership Agreement, the Fund Manager shall manage the Capital of the Partnership for predetermined fixed periods (the "investment period").
- (d) Units are traded at the daily yields which may go up as well as down.
- (e) Units in the Fund may normally be purchased on any Business Day by completing this application form and returning it to the Fund Manager together with proof of payment for the relevant subscription amount, and such relevant Know Your Customer documents as requested in the application form. Business Day is a day which is neither (i) a Saturday or Sunday; nor (ii) a public holiday in Kenya.
- (f) Completed application forms and notification of deposits/cleared funds must be received for the investment to be executed. Subscriptions monies in cleared funds received will be dealt with on the next Dealing Day.
- (g) Partners will be locked in for the period of the tenor chosen but may withdraw from their investment subject to the early redemption penalty that shall be imposed on the interest earned. Redemption or switch of units before maturity of the relevant investment tenor will result in an automatic penalty of 25% of the income earned. A Partner who issues instructions for redemption or switch of units prior to the maturity of the relevant investment tenor will be deemed to have consented to the early redemption charge.
- (h) Past performance is not a guide to future performance and may not be repeated. There is no guarantee that the investment objectives of the Fund will be attained. The price of units and the income from them may fall as well as rise and Partners may not realize their initial investment.
- (i) Instructions will only be accepted in the prescribed form by means of hand delivery or post, provided that email instructions shall only be acted upon where an email indemnity form has been signed and delivered by the Partner's authorized signatories to the Principal Partner.
- (j) Subject to the provisions of the Partnership Deed, in the event of a request by the Partner to withdraw all the cash invested, this Agreement shall lapse, and the Partner shall cease to be a Partner in the Partnership.
- (k) This Contribution Agreement shall be read together with the Partnership Agreement, and further instructions issued by the Client pursuant to this Contribution Agreement. In the event of conflict between the Partnership Agreement and Contribution Agreement, the provisions of this Contribution Agreement shall prevail.
- (l) The Partner confirms and represents that none of the money which the Partner may transfer to the Partnership's bank account has been derived directly or indirectly from any act or omission that may constitute an offence or as a result or in connection with any criminal conduct under the Proceeds of Crime and Anti-Money Laundering Act No.9 of 2009 or any other written law.
- (m) The Partner may make additional Capital Contributions, or roll over all or any portion of the Capital Contribution together with the Investment Return (collectively referred to as the 'Investment') upon maturity by issuing instructions to the Principal Partner.
- (n) Upon receipt of withdrawal instructions, the Principal Partner shall issue instructions to the Custodian to liquidate all assets in respect of which the withdrawal instructions have been made into cash for remittance to the Partner. However, where the Partner issues withdrawal instructions and/or terminates this Agreement before the end of an investment period, the Partner shall forfeit 25% of income earned (hereinafter the 'penalty'), and such penalty shall be deducted from the Partner Account by the Principal Partner and payable together with the fees owing to the Fund Manager.
- (o) Partners will specify in the contribution agreement the treatment of their funds at maturity. If at maturity point no further instructions have been received with regards to either redemption, roll over or switch, the maturity proceeds shall automatically roll over to the indicated investment tenor or shall be deposited to the Partner's account as per the provided instructions in the contribution agreement. In the event that the automatically rolled over amount is withdrawn before maturity of the selected investment tenor, an early redemption charge of 25% of income earned shall be applicable. The income being penalized shall be computed as the current assets under management as at the date of withdrawal less the asset under management as at the date of auto roll over. There shall be a 14 days' grace period after maturity within which Partners can withdraw their auto rolled over funds without suffering the early redemption charge of 25% of income earned.
- (p) The Partner hereby declares that to the best of his knowledge and belief, the information, the source of funds statement and any annexures thereto made in this Agreement, is true and accurate and the funds are free of all claims, debts, loans, lawsuits, contingent liabilities (such as indemnities and guarantees) immediately prior to the transfers from the Partner to the Partnership's Bank Account.
- (q) The Partner hereby represents and warrants that it has been given the opportunity to ask questions relating to the Partnership and has had access to such financial and other information concerning the Partnership as it has considered necessary to make a decision to invest in the Partnership and has availed itself of that opportunity to the full extent desired. The Partner further warrants that it is able to bear the economic risk of its investment in the Partnership.

- (r) The Partner hereby represents and warrants that it has been given the opportunity to ask questions relating to the Partnership and has had access to such financial and other information concerning the Partnership as it has considered necessary to make a decision to invest in the Partnership and has availed itself of that opportunity to the full extent desired. The Partner further warrants that it is able to bear the economic risk of its investment in the Partnership.
- (s) If either party is affected by a force majeure event, including but not limited to an Act of God, war or other military action, political or social unrest, government action, action of terrorism, boycott, embargo, or other form of sanction, strike or other industrial dispute, pandemic, fire, flood, earthquake or other form of natural disaster, adverse weather conditions, explosion, failure of communications, system default of carrier, sudden unforeseeable changes in bank interest rates, property and real estate market or economic crashes and downturns or any other cause, event or circumstance whatsoever beyond the party's reasonable control, it shall forthwith notify the other party of the nature and extent thereof. No party shall be deemed to be in breach of this Deed or otherwise liable to the other party by reason of any delay or non-performance of any of its obligations hereunder to the extent that such delay or non-performance is due to a force majeure event which it has notified to the other parties. If the force majeure event in question prevails or continues for a period in excess of six (6) months, the parties shall enter into bona fide discussions with a view to alleviating its effects or agreeing upon such alternative arrangements as may be fair and reasonable.
- (t) The Partner warrants that the List of Signatures attached hereto constitutes the valid signatures of the Partner or its agents authorized to take action with respect to the investment and the Principal Partner shall be entitled to conclusively rely on any document executed as per the indicated signing mandate.
- (u) The Partner shall remain authorized to accept any instruction request received from your authorized modes (registered email) unless otherwise instructed. If you lose your mobile phone or other electronic device or have any reason to believe that the integrity and security of your means of instructions or mode of payment has been accessed by an unauthorized person, it shall be your responsibility to take such actions to secure your investment by immediately notifying Britam Customer Care Centre for assistance.

10. DECLARATIONS

- (a) WE confirm that WE have read and understood the Fund Partnership Agreement, and state that WE make this application on the terms and conditions set out therein.
- (b) WE confirm that the information provided in this application, together with all supporting documentation that will be supplied in connection with this application, is true, correct and accurate. WE hereby consent that Britam Asset Managers (Kenya) Limited may verify the information provided using such reasonable and necessary verification mechanisms.
- (c) WE confirm that the money used for this investment does not arise out of the proceeds of any money laundering or other illicit activities.
- (d) WE agree to accept the number of units bought by virtue of this application and warrant that I/we have full power and authority to enter into and conclude this transaction.
- (e) WE confirm that the units are not being acquired either directly or indirectly by or on behalf of any person restricted by law of any relevant jurisdiction from acquiring the units.
- (f) WE hereby consent to all redemption proceeds and/or income distributions made to me being paid in accordance with OUR payment instructions (as provided in section 7 above, and as may be varied as per OUR written instructions). WE hereby accept full responsibility for securing the integrity of OUR selected payment mode, and fully indemnify Britam from any claims, losses or liabilities that it may incur in connection with the processing of payment in accordance with OUR instructions.
- (g) WE hereby acknowledge that the account or any payments/transactions therefrom may be suspended, restricted or cancelled if: -
 - (i) Britam is concerned about security of my account or has reasonable suspicion that unauthorized or fraudulent activities are taking place;
 - (ii) Britam has reasonable grounds to believe that I am acting in breach of this Declaration;
 - (iii) Britam believes that a transaction is potentially suspicious or illegal. In which case, Britam may require such verification as may be deemed reasonable and necessary in the circumstances.
- (h) WE hereby unconditionally and unequivocally agree that Britam Asset Managers (Kenya) Limited shall be entitled to act upon any instructions issued through OUR registered profile on a Britam Online Platforms or through electronic mail from OUR indicated email address (including scanned copies of documentation), which instructions shall be binding and enforceable against me notwithstanding that any such instruction may later be shown to be in any way false, incomplete, inaccurate, delayed, erroneous, unauthorized or otherwise not authentic.
- (i) WE agree that Britam Asset Managers (Kenya) Limited shall not be responsible for any liability, losses or damages resulting from such electronic instructions, except where the loss results from the gross negligence or fraud on Britam's part. WE agree to fully indemnify Britam against any proceedings, claims, expenses, and liabilities which may be taken or made against Britam by reason of Britam acting on OUR instructions.
- (j) WE consent to the disclosure of the information provided in this application for compliance purposes to the companies within the Britam Group or its agents and the necessary regulators and government agencies.
- (k) WE have read and fully understand the funds' objectives, risk levels, income distribution and all charges as set out in the Terms and Conditions, Fund fact sheets and this Application Form.

11. CLIENT ACKNOWLEDGMENT

☐ By checking this box, WE confirm that WE have read and understood, and hereby consent to Britam's Privacy Policy.

WE hereby authorize Britam to collect, use, disclose, and/or process our personal data or information without further notification to me/us, confidentially with its affiliated companies, third party service providers, business partners and/or other parties which may be sited outside of Kenya, for setting up and administering our investment account with Britam, customer services and to allow Britam and/or its business partners to perform marketing and related activities, until Britam receives our written instruction to the contrary. Britam's Privacy Policy is available at <https://ke.britam.com/privacy-policy>.

☐ We confirm that we have read and understood, and hereby consent to the general terms and conditions, and hereby make the above declaration.

Name	Signature	Email Address (if consenting to email instructions)	Date

12. FOR OFFICIAL USE ONLY

Please provide copies of the following:

1. Founding Documents

☐ Companies - Certificate of Incorporation ☐ Partnership - Partnership Agreement
☐ Other Legal Entities - Constitution or other founding documents in terms of which legal person is created

2. Other Documents

☐ Resolution/mandate authorizing the investment ☐ Copy of PIN Certificate of the Organization
☐ Income Tax Exemption Certificate (if applicable)
☐ Proof of banking details (copy of ATM card, original cancelled cheque or certified letter from the bank or bank statement not more than three months old)
☐ Investment Fund's cheque or Deposit slip attached and in the correct fund ☐ Recent CR12 / Annual returns
☐ List of present Directors/Shareholders duly certified by Company Secretary

3. Documents from Authorized Representatives

☐ Official Kenyan Identification Document or, If not available current passport
☐ Utility Bill (not more than three months old); or Lease/rental agreement, Electricity Account, Water Bill

Is this direct business? ☐ Yes ☐ No

If No, please populate the Financial Advisor/Intermediary Section below

Financial Advisor/Intermediary

I confirm that all the above documents have been attached:

Name of Financial Advisor: _____

Financial Advisor Code: _____ Branch: _____

Mobile Number: _____ Email Address: _____

Signature: _____ Date: _____

Branch Administrator

Name: _____

Signature: _____ Date: _____

Compliance Checks (Tick Appropriately)

☐ KYC ☐ Sanctions Screening ☐ PEP ☐ FATCA

Customer AML Risk Category ☐ High ☐ Medium ☐ Low

Name: _____

Signature: _____ Date: _____