



CONTRIBUTION AGREEMENT BRITAM WEALTH MANAGEMENT COMPANY APPLICATION FORM - KES

1. Subscriber (Partner) Details				
Type of investor: (tick where applicable)				
Company Trust Fund Others (Specify):				
Nature / description of business				
Business Segment Annual turnovers in Kshs				
Micro Enterprises Kes. 500,000				
Small Enterprises	Kes. 500,000 and Kes. 5,000,000			
Medium Enterprises	Kes. 5,000,001 and Kes. 100,000,000			
Large Enterprises	Kes. 100,000,000			
Non Profit Organizations	NGOs/Churches/Charity/Welfare organizations			
Sectors				
Agriculture, forestry and fishing				
Mining and quarrying				
Manufacturing				
Electricity, gas, steam and air conditioning supply				
Water supply; sewerage, waste management and remed	diation activities			
Construction				
Wholesale and retail trade; repair of motor vehicles and motorcycles				
Transportation and storage				
Accommodation and food service activities				
Information and communication				
Financial and insurance activities				
Real estate 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				
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				
Country of registration Annual turnover				
2. Details to be provided				
Registered Name &				
Trade Name (where applicable):				
Telephone				
Email:				
Physical Address:				
Postal Address Code: Country:				
Company PIN (TAX) No:				

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3. Source of Funds					
State the sources from which the applicant's wealth is maily derived:					
Profits Rental/Property Sale Sales of shares					
Maturity Investmets	Loan	D	ividends		
Other(Specify):					
4. Details of Authorized Rep	resentative (First R	epresentative)	:		
Indicate the Applicable Categor	ory				
Principal Officer	Shareholder		Trustee		
Authorized Person	Director		Partner		
Full Name(s)					
Email Address:					
Tel Number:		Mobile No:			
Postal Address:		Code:			
Are you a politically exposed p	person (PEP)?	Yes		No	
5. Details of Authorized Rep	oresentative (Secon	ıd Representat	ive):		
Indicate the Applicable Cate	gory				
Principal Officer	Shareholder		Trustee		
Authorized Person Director			Partner		
Full Name:					
Email Address:					
Tel Number:		Mobile No:	:		
Postal Address Code:					
Are you a politically exposed person (PEP)? Yes No					
FATCA/CRS Declaration Tick where applicable					applicable
			Yes	No	
Are any of the directors/shareholders a United States of America (USA) Citizen?					
Do you/they receive any income from the United States of America (USA)? (Income could include interest, dividends, rents, salaries, wages, premiums, annuities, compensations, remunerations and emoluments)					
Country(ies) of Tax Residency Tax Identification Number			Not Applicable (Ti	ck where applicable)	
1.					
2.					
3.					
4.					
5.					

6. Partnership Account Details					
Currency	Bank Transfer Details				
Kenya Shillings	Bank: Standard Chartered		Bank: Equity Bank Limited A/C Name: Britam Wealth Management Collection Account Branch: Community Supreme Branch Bank Code: 68 Branch Code: 018 A/C No: 0180270202574 A/C Currency: KES Swift Code: EQBLKENA		
7. Subsc	riber's Ba	nk Information			
Bank Nan	ne	Branch Name	Bank Code	Account Name	Account Number
Swift Cod	le				
8. Initial Investment Amount (Capital Contribution)					
KES					
Investment period in months (Tick appropriately)					
3 Months 6 Months 12 Months					
Agreed Hurdle Rate:					

GENERAL TERMS AND CONDITIONS

- A. This Contribution Agreement (this "Agreement") is entered into subject to the terms of the Britam Wealth Management LLP, 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") to generate the indicative rate of return for the prescribed investment period.
- D. The indicative rate of return shall not be guaranteed and the actual rate of return at the end of an investment period may meet or not meet the indicative rate of return.
- E. The profits generated by the Partnership shall be distributed to the Partner in accordance with the indicative rate of return offered to the Partner under this Contribution Agreement (the "investment return"). The Investment Return shall be net of partnership expenses but subject to prevailing government taxes.
- F. 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.

- G. 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.
- H. On or before the end of the Investment Period, the Partner shall issue instructions to the Principal Partner to either roll over, switch or withdraw the Investment for that period. If the Principal Partner will not have received instructions from the Partner within two (2) weeks of an investment maturity, the Principal Partner shall initiate (and the Partner hereby consents to) automatic rollovers for successive tenors of three months at the applicable indicative rate of return, until instructed otherwise in accordance with this Agreement.
- I. 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 three percent (3%) of the applicable rate of return (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.
- J. At the end of an Investment Period, profits in excess of the indicative rate of return shall be distributed to the Principal Partner as its remuneration for managing the investments of the Partnership.
- K. 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.
- L. This Contribution Agreement shall define the Partnership interest of every partner. In all other matters, the terms and conditions of the Contribution Agreement shall be subject to the terms of the Partnership Agreement and in the event of conflict between the Partnership Agreement and Contribution Agreement (not relating to the Partnership interest contributed under this Agree ment) the Partnership Agreement shall prevail.
- M. 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 ommission 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.
- N. The Partner hereby declares that to the best of its 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.
- O. By entering into this Agreement, the Partner acknowledges that the capital contributions shall be invested by the Principal Partner on behalf of the Partnership under the terms of this Agreement and the Partnership Agreement. Further, the Partner unequivocally accepts to comply and be bound by the provisions of the Partnership Agreement dated 1st October 2016 and any subsequent variations or revisions made thereto between the parties thereto.
- P. 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.
- Q. 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.

SIGNING MANDATE

IN WITNESS WHEREOF, the Partner and the duly authorized representative of the Partnership have hereunto set their hands the day and year first before written

		for the Partner			
	Name		Signa	ture	Date
Authorized Signatory 1					
Authorized Signatory 2					
Authorized Signatory 3					
Other (specify)					
Other (specify)					
Signing Mandate:	All	Either/C	Or	At least two	
Referral fr Social me Britam we Advert on	n ground activation rom existing Britam custom edia (Facebook, Twitter, Insebsite Radio/Print/TV/Billboard endy indicate details	stagram, LinkedIn)			
OR OFFICIAL US	SE ONLY				
Duly authorized to AMC Risk Catego UN List US OFAC List IPRS PEP Status FATCA Status	execute this Agreement for y Screening Yes No Yes No	If Yes, FATCA doo W9 (U.S. Po	Yes Yes Yes Cumentation ersons only)	dium	Low No No No
			•		

If an existing Client, kindly indicate account numb	per	
KYC Documents to be provided		
CORPORATE ENTITY		TICK
1. Founding Documents		
i. Partnerships/Companies - Certificate of Incorpo	oration/Registration or	
ii. Other Legal entities - Constitution or other four	nding documents, and	
iv. Memorandum and Articles of Association/ Par	tnership Agreement	
2. Other documents		
i. Resolution/Mandate authorizing the investment		
ii. Copy of PIN Certificate of the organization		
iii. Copy of Tax exemption certificate (where applicable)		
iv. Investment Cheque/Deposit Slip		
v. Proof of banking details (original cancelled che or certified letter from the bank or copy of ATM	que or bank statement - not more than 3 months old Card)	
vi. Recent CR12 / Annual returns		
vii. List of present Directors/Shareholders duly certified by company secretary		
3. Documents from each authorized represent	ative	•
i. Copy of official identification document or curre	ent passport	
ii. Passport Size Color photograph		
I confirm that I have verified all the above documents (where applicable)	Name:	-
,	Signature:	_
	Date:	

Name of Financial Advisor	Code:
Branch:	Telephone:
Signature:	Date:

Contact Details

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