

CONTRIBUTION AGREEMENT

BRITAM DOLLAR WEALTH MANAGEMENT LLP COMPANY APPLICATION FORM

1. Subscriber (Partner) Details

Type of investor: (tick where applicable)

 Company Trust Fund Others (Specify): _____

Nature / description of business

<i>Business Segment</i>	<i>Annual turnovers in Kshs</i>
Micro Enterprises <input type="checkbox"/>	Kes. 500,000
Small Enterprises <input type="checkbox"/>	Kes. 500,000 and Kes. 5,000,000
Medium Enterprises <input type="checkbox"/>	Kes. 5,000,001 and Kes. 100,000,000
Large Enterprises <input type="checkbox"/>	Kes. 100,000,000
Non Profit Organizations <input type="checkbox"/>	NGOs/Churches/Charity/Welfare organizations

Sectors

Agriculture, forestry and fishing	<input type="checkbox"/>
Mining and quarrying	<input type="checkbox"/>
Manufacturing	<input type="checkbox"/>
Electricity, gas, steam and air conditioning supply	<input type="checkbox"/>
Water supply; sewerage, waste management and remediation activities	<input type="checkbox"/>
Construction	<input type="checkbox"/>
Wholesale and retail trade; repair of motor vehicles and motorcycles	<input type="checkbox"/>
Transportation and storage	<input type="checkbox"/>
Accommodation and food service activities	<input type="checkbox"/>
Information and communication	<input type="checkbox"/>
Financial and insurance activities	<input type="checkbox"/>
Real estate activities	<input type="checkbox"/>
Professional, scientific and technical activities	<input type="checkbox"/>
Administrative and support service activities	<input type="checkbox"/>
Public administration and defense; compulsory social security	<input type="checkbox"/>
Education	<input type="checkbox"/>
Human health and social work activities	<input type="checkbox"/>
Arts, entertainment and recreation	<input type="checkbox"/>
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	<input type="checkbox"/>

Country of registration _____ Annual turnover _____

2. Details to be provided

 Registered Name & Trade Name (where applicable):

Telephone _____

Email: _____

Physical Address: _____

Postal Address	Code:	Country:
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Company PIN (TAX) No: _____

6. Partnership Account Details

Currency	Bank Transfer Details
US Dollars	Bank: Standard Chartered A/C Name: Britam Wealth Fund USD Account Branch: Head Office Bank Code: 02 Branch Code: 078 A/C No: 8705016762500 A/C Currency: US Dollars Swift Code: SCBLKENX

7. Subscriber's Bank Information

Bank Name	Branch Name	Bank Code	Account Name	Account Number

Swift Code _____

8. Initial Investment Amount (Capital Contribution)

USD

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 Dollar Wealth Management LLP, Partnership Agreement dated 11th December 2017.
- B. Britam Dollar 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 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 Agreement) 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 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.
- 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 11th December 2017 and any subsequent variations or revisions made thereto between the parties thereto.
- P. 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.
- Q. 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.
- R. 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

Duly authorized to execute this Agreement for the Partner

	Name	Signature	Date
Authorized Signatory 1			
Authorized Signatory 2			
Authorized Signatory 3			
Other (specify)			
Other (specify)			

Signing Mandate: All Either/Or At least two

How did you learn about the Britam Wealth Management Fund?

- Britam Financial Advisor
- Event / On ground activation
- Referral from existing Britam customer
- Social media (Facebook, Twitter, Instagram, LinkedIn)
- Britam website
- Advert on Radio/Print/TV/Billboard etc.

Other. Kindly indicate details _____

FOR OFFICIAL USE ONLY

Duly authorized to execute this Agreement for and on behalf of **Britam Dollar Wealth Management LLP**

AMC Risk Category Screening High Medium Low

UN List Yes No

US OFAC Yes No

List Yes No

IPRS Yes No

PEP Status Yes No

FATCA Status Yes No

If Yes, FATCA documentation to be completed form

W9 (U.S. Persons only)

Form W-8BEN (Non U.S. Persons only)

American ID/Passport

Name	Signature

If an existing Client, kindly indicate account number _____

KYC Documents to be provided	
CORPORATE ENTITY	TICK
1. Founding Documents	
i. Partnerships/Companies - Certificate of Incorporation/Registration or	
ii. Other Legal entities - Constitution or other founding documents, and	
iv. Memorandum and Articles of Association/ Partnership 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 cheque or bank statement - not more than 3 months old or certified letter from the bank or copy of ATM Card)	
vi. Recent CR12 / Annual returns	
vii. List of present Directors/Shareholders duly certified by company secretary	
3. Documents from each authorized representative	
i. Copy of official identification document or current 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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