

PERSONAL SECURITIES ACCOUNT OPENING/MAINTENANCE FORM

CLIENT DETAILS
 (PLEASE FILL IN/TICK APPROPRIATELY)

Title: Mr./Mrs./Dr./Ms./Prof	Name:	PHOTO
ID No/PP No:	Nationality:	
PIN No:	Date of Birth:	
Marital status: <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Other.....		
Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female		
Postal address:	Post code:	
City:	Country:	
Telephone no:	Email:	
Source of Funds: <input type="checkbox"/> Employed <input type="checkbox"/> Self Employed <input type="checkbox"/> Other.....		
Employers name:		
Nature of Business:		
Monthly Income:		
Next of Kin/Spouse Name:		
Next of Kin:	Telephone:	
	Email:	
Signature:		Date:

CLIENT DETAILS (FOR JOINT ACCOUNT HOLDER IF APPLICABLE)
 (PLEASE FILL IN/TICK APPROPRIATELY)

Title: Mr./Mrs./Dr./Ms./Prof	Name:	PHOTO
ID No/PP No:	Nationality:	
PIN No:	Date of Birth:	
Marital status: <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Other.....		
Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female		
Postal address:	Post code:	
City:	Country:	
Telephone no:	Email:	
Source of Funds: <input type="checkbox"/> Savings <input type="checkbox"/> Salary <input type="checkbox"/> Property Sale <input type="checkbox"/> Loan <input type="checkbox"/> Investment Maturity <input type="checkbox"/> Gift/Inheritance <input type="checkbox"/> Lottery/Betting		
Employers name:		
Nature of Business:		
Monthly Income:		
Next of Kin/Spouse Name:		
Next of Kin:	Telephone:	
	Email:	
Signature:		Date:



Are you Tax Exempt? Yes No (If yes, attach a copy of the Tax Exemption Certificate)

(Tick where applicable)

Account mandate (for joint accounts only; either to sign jointly other.....

(Tick where applicable)

Dividend Disposal Preference: Bank Account (as per the details below) Cheque Mpesa.....(Phone Number)

BANK DETAILS:

(Please fill in appropriately – for payment of sale proceeds and dividend disposal)

Bank Name	
Bank Branch	
Account Name	
Account Number	

FATCA:

(Please fill in appropriately)

Foreign Account Tax Compliance Act (FATCA)

1. Any of the directors a U.S Resident?
2. Any of the directors a U.S Citizen?
3. Any of the directors holding a U.S Permanent Resident Card (Green Card)?
4. Any of the directors born in the U.S?
5. Have you granted power of attorney or signatory authority to a person with a U.S. address?
6. Does the company have a U.S. residential address?
7. Does the company, C/O or Hold mail address in the U.S?
8. Does the company have a standing order to a U.S. Bank Account?.....
9. Does the company have a U.S. telephone No.?
10. Is the company FATCA compliant?

For CDA Use Only	
Witnessed and Verified by:	Signature:
Authorized by:	Signature:
CDSC A/C NO:	Internal Code:
Broker Stamp:	Documentation Check List: <ul style="list-style-type: none"> o Valid Passport/ ID o Utility Bill or Bank Statement o 2 Colored Passort Pictures o PIN Certificate

CLIENT AGREEMENT

TERMS AND CONDITIONS

1. INTRODUCTION

Faida Investment Bank Limited ("Faida") is a member of the Nairobi Securities Exchange ("the NSE") and as such, is regulated by the rules and directives ("the rules") of the NSE, Capital Markets Act and any rules, regulations or conditions made pursuant thereto (together, "the applicable legislation") in the conduct of its investment business in Kenya.

These Standard Terms and Conditions and all transactions undertaken between the Client and Faida is governed by the laws of Kenya in accordance with them shall be subject to the terms of any term sheet offered to you or other agreement entered into between us, and:

- (a) The applicable legislation, all Kenyan and applicable foreign or international laws;
- (b) Rules, statements of principle and directives of applicable authorities (including self-regulating organizations) responsible for the regulation of investment business;
- (c) All statutory and other requirements relating to money laundering;
- (d) All rules, regulations and by-laws of any relevant exchange and/or clearing institution;
- (e) Applicable accepted market practice and custom; (together, "the applicable regulations").

2. DEFINITIONS

In this Agreement, the following expressions shall, unless the context otherwise requires, have the meanings hereby assigned to them:

- (a) "Investment Account(s)" means an account opened in the name of the Client (hereinafter defined) with Faida for purposes of transacting in various Investments (hereinafter defined).
- (b) "Client" means an individual(s), company, a self-help/welfare group, sole proprietorship, partnership or institution that holds an investment account(s) with Faida.
- (c) "Application Form" means the form to be duly filled out and executed by the Client requesting Faida to open an Investment Account and setting out its Mandate to Faida.
- (d) "Authorised Signatory" means the Client or in relation to the Client any person(s) authorised, as notified by the Client in writing to Faida to operate the Investment Account in accordance with the Mandate. Reference to Authorised Signatory shall include any duly appointed Attorney of the Client.
- (e) "Attorney" means, a person(s) appointed under a Deed of Attorney and introduced to Faida by the client to operate the Client's Investment Account.
- (f) "CMA" means The Capital Markets Authority which is a statutory agency charged with the prime responsibility of regulating and developing efficient capital markets in Kenya.
- (g) "NSE" means The Nairobi Securities Exchange where exchange of securities issued by publicly quoted companies and the government is done.
- (h) "CDS" means Central Depository System which is a computer system that facilitates holding of securities in electronic accounts.
- (i) "CDSC" means the Central Depository and Settlement Corporation which oversees the management of CDS.
- (j) "Trading session" means the hours between 0900 hours and 1500 hours during which the NSE is open.
- (k) "Faida" means FAIDA INVESTMENT BANK LIMITED of P.O. Box 45236, 00100 Nairobi, Kenya having its registered office and Head office at Crawford Business Park, Ground Floor, State House Road, Nairobi, which expression shall include without limitation its permitted successors in title and assigns.
- (l) "Fees" means the costs, charges and expenses.
- (m) "Foreign Currency" means a currency denominated other than in Kenya Shillings.
- (n) "Instructions" means, including but not limited to, a request by the Client, Agent, Authorised Signatory and or Attorney to Faida to make any purchase and or sell on his/her behalf various Investments into or from the Investment Account, or to make payments or transfers out of the Investment Account or to provide any ancillary service(s) thereto. The Client authorises Faida to accept Instructions in relation to the Investment Account communicated by the Client and or any of the Authorised Signatories through the transmission, e-mail or Bloomberg.
- (o) "Investments" means products and services offered by Faida as a duly certified and authorised investment bank which products and services include but are not limited to stock broking.
- (p) "Mandate" means the authority given by the Client to Faida to operate the Investment Account as set out in the Application Form.
- (q) "Securities" means stocks (shares), bonds, derivatives and any other financial instruments that Faida will offer to investors.
- (r) "Statement" means the record prepared by Faida from time to time reflecting the number and nature of

transactions and activities which have been made in and out of the Investment Account(s).

- (s) "Terms and Conditions" means the general rules and guidelines provided in this document.
- (t) "Specific Terms and Conditions" means the code, instructions, rules and guidelines that may be published by Faida from time to time in relation to a specific product and/or service (or otherwise) provided by Faida.
- (u) "Related Party or Issuer" means a party related to Faida through the ownership of or direction or control over voting securities or the parent company of Faida, or where Faida exercises controlling influence over that party or that party exercises a controlling influence over Faida.

3. ACCOUNT OPENING AND MAINTENANCE

- (a) Faida will upon the Client's consent and receipt of the Application Form together with all the required supporting documentation, open an Investment Account.
- (b) Faida shall only be obliged to maintain the operation of the Investment Account subject to the Client's express consent, compliance with these Terms and Conditions, any Specific Terms and Conditions, the Laws of Kenya and any other express or implied terms regulating the conduct of Investment Accounts in Kenya.

4. CLIENT'S CONTACTS

- (a) The Account will be operated in the name of the Client. Faida shall require satisfactory proof of the Client's name, registered address, telephone, and email address(es) including changes thereof (if any) and may refuse to act upon the Client's instructions until these requirements are met.
- (b) The contact details provided by the Client in the Application Form shall be considered the Client's contact details for purposes of the Investment Account. All communication by Faida to the Client will be sent using the said contact details unless otherwise specified in writing by the Client and in the event of any change to this address, the Client shall be responsible for advising Faida in writing.
- (c) Faida is obliged, under its internal rules and policies, to seek independent verification of any information provided by the client on account opening stage and at any other stage without prior notice to the client.

5. CLIENT'S INSTRUCTION(S), AUTHORISATION AND ACKNOWLEDGEMENTS

- (a) The Client hereby authorises Faida to comply with all Instruction(s) given in respect of the Investment Account as Instruction(s) properly authorised by the Client even if they may conflict with any other mandate given at any time concerning the Client's Investment Account/ or Investments.
- (b) The Client agrees that such Instruction(s) shall be binding on the Client upon transmission to Faida and the Instructions cannot be changed or withdrawn without Faida's consent.
- (c) Any waiver of this condition by Faida will not absolve the Client or his/her Authorised Signatory from taking up responsibility for delivery of Investments duly purchased by Faida on behalf of the Client or his/her Authorised Signatory and to pay Faida any amount due on any such purchase.
- (d) The Client authorises Faida, subject to opening an Investment Account, to hold on their behalf, for safekeeping any money and/or Investments.
- (e) Instructions received by Faida from the Client after the trading session closes or on a day other than a Business Day, shall be processed by Faida on the next succeeding Business Day.
- (f) The Client may, prior to receipt of a written confirmation from Faida, cancel any Instructions given where Faida has not acted upon the said Instructions. Where Faida has already acted upon the Client's Instructions, Faida may, subject to certain conditions and depending on whether any other third party is involved in which case Faida may already be irrevocably bound to process such Instructions, cancel such Instructions.
- (g) Faida may, upon giving reasonable prior written notice to the Client, refuse to act upon the instructions, if
 - (i) The Instructions are not clear;
 - (ii) Faida has reason to believe that the Instructions did not originate from the Client;
 - (iii) The Instructions have not been given in accordance with the Mandate; and
 - (iv) Faida believes that in carrying out the Instructions, a law, regulation, code or other duty or obligation which Faida is required to comply with may be breached.

- i. Faida shall in no way be liable for any loss, damage, cost or expense in respect of any order, communication or instruction from the Client which has not been given in writing. Faida shall not accept and act in accordance with any order, communication or instruction which has not been given in writing by the client.
- j. All communications shall be deemed delivered whether actually received or not upon receipt of a delivery receipt in the case of e-mail transmissions and after five (5) days in the case of pre-paid registered mail where it can be proved that the communication was correctly addressed.

6. AUTHORISED SIGNATORY & SPECIMEN SIGNATURES

(a) The Client may, subject to prior notification to Faida, appoint such person or persons to give Instructions in relation to the Investment Account on behalf of the Client, and Faida shall, subject to these Terms and Conditions relative to the Investment Account, the scope of the authority of the Authorised Signatory as set out in the Client's Mandate and Capital Markets laws and regulations, honour and comply with all instructions issued by the Authorised Signatory subject to the following terms and conditions:

- i. If an Agent - the Client shall be required to complete and execute the Letter of Agent Authorisation and Indemnity to Faida specifying the Mandate of the Agent.
- ii. If an Appointed Attorney - the Client will be required to provide Faida with a certified copy of the document appointing the Attorney and to introduce them to Faida.

- (b) Unless otherwise advised by the Client in writing, the Client's Agent and/ or Attorney shall be duly authorised, and will continue to be so authorised, to operate the Investment Account and will be required to comply with these Terms and Conditions AND all Applicable Laws while operating the Investment Account.
- (c) The Client understands and agrees that, save to the extent caused by the negligence, willful default or fraud of Faida, Faida shall have no liability for any losses resulting from or arising out of Faida's reliance on any Instruction received from an Authorised Signatory and shall indemnify Faida against all action, liabilities, losses, claims, demands, cost and expenses that may be directly suffered, incurred or awarded against Faida.
- (d) The Client will be required to give in a form acceptable to Faida, the specimen signature(s) of any person(s) authorised to operate the Investment Account.

7. ACKNOWLEDGEMENT OF RISK

- (a) The Client acknowledges and accepts that there are risks inherent in and associated with the Investments which may result in significant losses.
- (b) The Client acknowledges and undertakes to obtain independent professional advice that they can consider necessary in respect of the risks involved. The client also acknowledges that it is their sole responsibility to assure themselves of the appropriateness of any transaction in light of their investment objectives, financial capability and other relevant circumstances.
- (c) The Client acknowledges that there are no guarantees of profit or freedom from losses and acknowledges that they have not received any such guarantee from Faida, its agents, employees and or representatives and that this Mandate has not been given in consideration of or in reliance upon any such guarantee or similar representation;
- (d) Except to the extent caused by proven negligence, willful default or fraud of Faida, the Client agrees not to hold Faida responsible for any losses incurred by following its investment recommendations or those of its employees, agents and or representatives.
- (e) The Client acknowledges that Faida's affiliates, officers, directors, employees and or agents may engage in transactions or cause to advise other Clients to engage in transactions which may differ from or be identical to the transactions engaged in by Faida on behalf of the Client;
- (f) The Client acknowledges that in giving Instruction(s) to Faida they do so in reliance of their own judgment and Faida does not owe the Client any duty to exercise judgment on their behalf as to the merits or suitability of the transaction as instructed;

8. FEES AND CHARGES

Faida is entitled to be paid by the client and may debit the Client with:

- (a) Brokerage commission unless otherwise agreed in writing at any rate or rates as determined by Faida from time to time but not exceeding the maximum allowed by law, which rate or rates may be different for different Investment accounts. Such commission is calculated per transaction and debited immediately. The commission is pegged on the consideration of each transaction. Consideration is computed from the number of shares multiplied by the share price. Such commission is payable notwithstanding the determination of the relationship of Faida and the client until all sums due to Faida from the Client have been paid in full, as well after as before any judgment.
- (b) The table below summarizes the Nairobi Securities Exchange (NSE) brokerage and statutory charges.

9. FUNDS

(a) All funds in regards to purchase of securities or charges shall be remitted directly to Faida's bank account provided to the client and at no particular time should the client permit an agent or a third party to handle their funds. Faida shall not be liable to loss of funds remitted to an agent or a third party.

FEES					
	Equities		Bonds	Derivatives	
	Transactions under Kes 100,000.00	Transactions Over Kes 100,000.00		Single Stock Futures	Index Futures
Brokerage Commission	1.7600%	1.4200%	0.0240%	0.1000%	0.080
CDSC Levies	0.0800%	0.0800%	0.0020%		
CMA Levies	0.1200%	0.1200%	0.0015%	0.0100%	0.0100%
CDSC Guarantee Fund	0.0100%	0.0100%			
NSE Levies	0.1200%	0.1200%	0.0035%	0.0250%	0.0200%
Revenue Stamps	0.0200%	0.0200%			
CMA Guarantee Fund	0.0100%	0.0100%			
Investor compensation fund			0.0040%	0.0100%	0.0100%
Clearing member fee				0.0250%	0.0200%
Total	2.1200%	1.7800%	0.03500%	0.1700%	0.1400%

10. THIRD PARTY PAYMENTS

No third party payments shall be allowed. Any money payable by Faida to the client shall only be paid to bank accounts in the Client's name as detailed in the Account Opening Form or an Alternate Bank Account in the client's name on receipt of Instructions given to us in writing by the client.

11. DEFAULT

(a) Where a Client is indebted to Faida, Faida has a general lien over all property/assets of the Client in Faida's possession, including but not limited to funds held under the Client's Investment Account, Securities in Faida's custody and the Client's securities held in Faida nominee company and also over all property which by the general law Faida has a lien.
(b) Faida may also cancel any outstanding orders or commitment made by it on behalf of the Client:

12. DELAY BY CLIENT IN LODGING COMPLAINTS

(a) Faida is not responsible for any matter unless the Client has made a complaint to Faida as soon as reasonably possible after receipt by him of notification of the matter.
(b) All complaints lodged shall be subjected to procedures defined in the Faida's complaints handling policy.

13. PARTNERSHIP ACCOUNTS

In the event of the Client being a partnership the following additional provisions apply:

(a) All liability of the partners is joint and several.
(b) Upon any change in the constitution of the partnership, the partners will sign a new mandate.
(c) A mandate remains in force and may be acted upon by Faida until it has been revoked in writing by all or any of the signatories or until it has been replaced by a new mandate.

14. JOINT ACCOUNTS

In the event of two or more Clients holding a joint account the following additional provisions apply:

(a) On the death of one of the Clients, due regard shall be made to the court-sanctioned succession outcome with respect to the deceased's estate.
(b) Any instruction, notice, demand, acknowledgement or request shall only be processed in line with the strict requirements of the Joint Account holders' mandate.

15. FREEZING OF ACCOUNTS

Faida may at any time freeze any account of the Client if and so long as there is any dispute or Faida has doubt for any reason (whether or not well founded) as to the person or persons entitled to operate the same, without any obligation to institute interpleader proceedings or to take any step of its

own initiative for the determination of such dispute or doubt.

16. DORMANT ACCOUNTS

Faida shall declare Securities Account dormant if no activity is recorded for 12 months and the Client shall have to go through an account verification and reactivation process.

17. TERMINATION AND EFFECTS OF TERMINATION

(a) This Mandate is effective from the date on which both the Client and Faida have signed it, as shown on the last page of this Mandate, and shall continue to remain in full force until either party terminates by giving fourteen (14) days written notice to the other party.
(b) Faida will complete any transaction that has been initiated during the notice period.
(c) The Client further agrees that any termination shall be subject to the proper settlement of all transactions and any amounts due to either the Client or Faida at the date of termination and shall not affect any warranties, representation, undertakings and/or indemnities made by the Client or Faida which shall continue to remain in full force and effect.
(d) Any amount due to the Client or Faida will become due and payable on demand.
(e) In the event of any termination Faida will immediately, deliver to the Client all its Investments and cash which are held subject in every case to the prior payment, satisfaction and discharge of all liabilities outstanding from the Client to Faida.
(f) If the Client is an individual, the Client's death shall not terminate these Standard Terms and Conditions until Faida receives notice of termination from the personal representative of the Client's estate. These Standard Terms and Conditions shall be binding on the Client's personal representatives.

18. REPRESENTATIONS AND WARRANTIES

The Client represents and warrants that:

1. All the information given in the Application Form and any other documents provided to Faida are as far as the Client is aware, authentic, true and accurate in all material respects and shall continue to be true and accurate during the continuance of the Client's relationship with Faida. The Client also acknowledges that Faida may reasonably require any other receipt, evidence, document or written confirmation to satisfy Faida that any statutory or regulatory requirement has been satisfied;
2. These Terms and Conditions and any other documents provided by the Client to Faida, once executed by the Client constitute valid and legally binding obligations enforceable in accordance with its terms;
3. All necessary licenses, authorizations, consents, approvals and authorities have been obtained to enable the Client to effect all the transactions pursuant to this Mandate.
4. That the funds used to effect the transactions do not arise out of the proceeds of any money laundering or other illicit activities.
5. That the Client has complied with all the rules and regulations relating to its operational activities.
6. If any of the information contained in the Application Form or any other information or documentation provided to Faida

by the Client should change, then the Client shall notify Faida as soon as reasonably practicable of such change.

On a continuing basis, Faida represents and warrants to and for the benefit of the Client that:

- a. It is a registered Investment Management company, duly registered by both the Capital Markets Authority (C.M.A) as well as the Kenya Association of Investments Banks (KASIB) and thus authorised to carry on business as a Member of The Nairobi Securities Exchange.
- b. It has the power to execute and deliver this Mandate and to perform its obligations under this Mandate.
- c. The entering into this Agreement and the undertakings given in terms of this Agreement is not in breach of any laws, regulation or license conditions.
- d. It has no outstanding commitments or obligations, contractual or otherwise which would impede its ability and right to enter into this agreement and/or fulfil its obligations hereunder.

20. CONDITIONS PRECEDENT

The Client authorises Faida to make any enquiries it may deem necessary in respect of opening any investment account.

21. CONFIRMATIONS AND STATEMENTS

(a) Faida shall provide the Client with a statement upon request.

(b) The Client acknowledges and agrees that the contents of the Statement or any certificate to which the Client has not objected to within fourteen (14) days from the date of the Statement shall be deemed approved by the Client and shall not thereafter be challenged by the Client on any ground whatsoever.

(c) Subject to Clause 18(2) above, the Client acknowledges and agrees that the Statement or any certificate issued by any authorised signatory of Faida as to any matter relating to the Investment Account and/or any other dealings with the Client and Faida shall for all intents and purposes, including any legal or other proceedings, be conclusive and binding upon the Client in the absence of any manifest error.

22. EXCLUSION OF LIABILITY

Faida shall not be liable to the Client for any loss or damage (whether consequential or otherwise) in respect of:

- (a) any act or omission including any breach of its obligations under these Terms and Conditions caused by an unforeseeable circumstance beyond Faida's reasonable control ("Force Majeure") including but not limited to fire, strike, insurrection or riot, floods, embargo, theft or burglary, communication failure, inordinate delays in transmission of communication or transportation, terrorism, war or the requirements of any civil or military authority;
- (b) the failure or non-performance of any information technology software or hardware package which shall have occurred directly or indirectly as a result of any adverse power fluctuation or damage resulting from fire, water, accidents, spillage of fluids, connection to improper power supplies, faulty or incorrect electrical wiring or connection;
- (c) the validity, authenticity, regularity or value of any documents relating to the Investments.

Without prejudice to these Terms and Conditions above, where Faida is found to be liable to the Client for any loss or damage resulting from negligence, willful delay or error in carrying out the Instructions, Faida's liability shall be limited to the aggregate of:

- i. the amount of such direct loss, injury or damage; and
- ii. the amount of any Interest not received, or any Interest that the Client has had to pay as a result of such failure, delay or error;

23. LIABILITY AND INDEMNITY

Save to the extent caused by the negligence, willful default or fraud of Faida, the Client hereby indemnifies Faida, for any direct losses or damages suffered by the Client as a result of:

- (d) Any incorrect information provided by the Client or any other person at the Client's request; or
- (e) Any transaction or activity either as a direct result of the Instructions being deemed to be found or suspected as being an illegal, fraudulent or suspicious transaction or activity.
- (f) As a result of forgery perpetrated by an employee, servant, agent, contractor or subcontractor of the Client.
- (g) Faida shall be under no liability for any loss or expense incurred by a Client for delay due to any change in market conditions before a particular transaction is executed.
- (h) Faida shall incur no liability for any claims, loss, costs, expenses or damages (whether direct, indirect, or consequential) due to the failure of external parties or agents to deliver any letter, notice or other documents sent by Faida by pre-paid registered post.
- (i) Faida will not be liable for any loss, costs, expense or damages (whether direct, indirect or consequential) arising out of or pursuant to the terms of these Standard Terms and Conditions or its termination.

24. ASSIGNMENT OR TRANSFER

The Client shall not be entitled, without the prior written consent of Faida, to assign and/or transfer all or any of its rights, benefits and obligations under these Terms and Conditions to any person at any time.

25. VARIATION & AMENDMENTS

Any addition or alteration of these Terms and Conditions made from time to time by Faida of which notice has been given to the Client shall be binding upon the Client as fully as if the same were contained in these Terms and Conditions.

26. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

Faida undertakes to keep all information it receives in connection with these Standard Terms and Conditions as confidential, and not to disclose any such information to any third party except as permitted under these Standard Terms and Conditions or as required or permitted by law or applicable regulations. The Client acknowledges that Faida may:

- (a) Share any information received from the Client in connection with services performed in accordance with these Standard Terms and Conditions with Faida and/or Faida's professional advisers;
- (b) Disclose and otherwise freely utilize the information which is or becomes publicly available;

Faida may not without the Client's prior consent, disclose any information about the Client or any other person relating to the Securities Account, to any other third party other than in the following circumstances:

- (c) With the prior written approval of the Client, to selected agents, associates or subsidiary companies of Faida for the

purposes of lending and/or with the aim of developing new products and improving services and benefits to its Clients with the understanding that the information will be kept confidential.

- (d) Under any applicable law or regulation, where Faida is legally compelled to or it is in the public's interest to disclose such information.

27. NOTICES

Any notice, statements, letter or other communication from Faida to the Client shall be sent to the address of the Client as specified in the Application Form and shall be deemed to have been received by the Client (unless otherwise provided for in the Specific Terms and Conditions relating to the Investment Account):

- a) if delivered personally, at the date and time of delivery;
- b) if sent by first class registered post, within five (5) days from the date of dispatch;
- c) if sent by airmail, within three (3) days after dispatch;
- d) if sent by electronic mail (email), telephone or internet, at the time when the message is received;
- e) Any notice, letter or communications addressed to Faida shall be in writing or where with the prior approval of Faida, by email, and or such other means as Faida may approve from time to time and shall be addressed To:

The Managing Director,
Faida Investment Bank Ltd
P.O. Box 45236, 00100 Nairobi Kenya.
Email: info@fib.co.ke

28. GOVERNING LAW & JURISDICTION

The Application Form, these Terms Conditions and any other documents required to be executed by the Client in connection with the Investment Account, shall be governed by and construed in accordance with the laws of the Republic

of Kenya and the Client submits to the non-exclusive jurisdiction of the Kenya courts.

29. MISCELLANEOUS

- a.No indulgence by either party in respect of any of its rights hereunder will operate as a waiver of that party's rights.
- b.The Client acknowledges that no representations or inducements to enter into these Terms and Conditions have been made whether orally or otherwise by Faida other than those specifically referred to herein.

30. SEVERABILITY OF TERMS

Each of the provisions of these Terms and Conditions is severable and distinct from the others and, if at any time one or more of those provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

If any term hereof shall become invalid, illegal or unenforceable, such term will remain in suspension until such time as such term is amended as agreed in writing between the parties

31. DECLARATION

To Faida Investment Bank Limited I/We the undersigned hereby confirm that I/We have read the above Terms and Conditions and hereby signify my/our acceptance of these Terms and Conditions:

Signatory 1:

Name:.....

I/D No.:.....

Date:.....

Signatory 2:

Name:.....

I/D No.:.....

Date:.....

Signatory 3:

Name:.....

I/D No.:.....

Date:.....

Witnessed by Faida Investment Bank Representative:

Signature:

Name:.....

Designation:.....

Date:.....

EMAIL INDEMNITY

Faida will accept E-mail instructions from clients. The client(s) agrees:

- a) THAT Faida may act on E-mail instructions given by me/us from time to time, and I /We voluntarily and with full knowledge take and assume any and all risks associated therewith.
- b) THAT once E-mail instructions have been sent to Faida purported by the person (or by any of the persons if more than one) specified below, Faida shall have no obligation to check or verify authenticity or accuracy of such E-mail instructions purporting to have been sent by me/us and may act thereon as if the same had been duly given by me/us.
- c) THAT in acting on E-mail instructions, Faida shall be deemed to have acted properly and to have fully performed all the obligations owed to me/us, notwithstanding that such E-mail instructions may have been initiated, sent or otherwise communicated in error or fraudulently, and I/We shall

be bound by any E-mail instructions on which Faida may act if Faida has in good faith acted in the belief that such E-mail instructions were given by me/us.

- d) THAT Faida may, in its absolute discretion, decline to act on or in accordance with the whole or any part of an E-mail instruction pending further enquiry or further confirmation (whether written or otherwise) by me/us, so however that Faida shall not be under any obligation to so decline in any case, and Faida shall in no event or circumstance be liable for not so declining; and
- e) To release from and indemnify against all claims, losses, damages, costs and expenses howsoever arising in consequence of, or in any way related to Faida having acted in accordance with the whole or any part of any E-mail/ Facsimile instruction exercised (or failed to exercise) the discretion conferred upon Faida in Clause (d) above.

Signatory 1:

Name:.....

I/D No.:.....

Date:.....

Signatory 2:

Name:.....

I/D No.:.....

Date:.....

Signatory 3:

Name:.....

I/D No.:.....

Date:.....

Witnessed by Faida Investment Bank Representative:

Signature:

Name:.....

Designation:.....

Date:.....

CDS 1

Code
Serial
No.



CENTRAL DEPOSITORY & SETTLEMENT CORPORATION
Invested in Progress

Colour photo

10th FLOOR, NATION CENTRE, P.O. BOX 3464 00100, GPO NAIROBI, KENYA,
Tel: 020-2912000; FAX 2229405, www.cdsckeny.com

(TO BE COMPLETED IN DUPLICATE)

SECURITIES ACCOUNT OPENING/MAINTENANCE FORM

Joint Account

Yes No

(If more than 2 joint holders details of the other to be on another form signed by all)

NEW or EXISTING CDS Account Number

CDA Code

Account Number

Client type

[Grid for CDA Code]

[Grid for Account Number]

[Grid for Client type]

Are You Tax Exempt?

Yes No

(If yes, attach a certified a copy of Tax exemption certificate)

Names in Block Letters

Table with fields: Surname, Other Names, Company/Business Name, ID/Passport/Reg. No., PIN No., Address, Postal Code, Telephone Number(s), Fax Number, Email Address, Town, Date of Birth/Incorporation, Country of Residence, Source of funds, Nationality, Next of Kin (Name, Phone Number, E-mail Address, Relationship), Client Category, Dividend Disposal preference, Bank Details (Bank, Branch, Account No.).

DECLARATION:

I/We hereby:

- (i) Request to open and maintain a Securities Account in my/our name/ Change particulars in my/our Securities Accounts as indicated above (delete as appropriate)
(ii) Affirm that all information in this form is correct.
(iii) Undertake to notify my CDA any change of particulars or information provided by me/us in this form.

Name(s)

Signature(s)

1. 1.
2. 2.
3. 3.
4. 4.

(Securities Account Holder's Authorized Signatory/Seal for Companies)

Date:/...../...../.....

For CDA use only

Witnessed and Verified by:

Authorized by:

Name:

Name:

Designation:

Designation:

Date:

Date:

Company Stamp

[Stamp box]

Other Services / Products

I/We request to be subscribed to the following services/products whose terms of use, I/We confirm to have read and understood. Find the Terms & Conditions at: www.cdsckeny.com

[] SMS Services

[] Online Account Services

[] Email Account Services