

**Account Type**

Corporate  Individual  Minor  Other

**Account Name**

**Personal Information**

Surname  First Name  Other Name  Gender  Title

Date of Birth (DD/MM/YY)  Marital Status  Nationality

Means of Identification: National ID  International Passport  PIN

ID Number  Passport Number  Issue Date  Expiry Date

**Corporate Information**

Company / Business Name  Nature of Business  Industry Sector

PIN  Business Address

Mailing Address  Annual Revenue

**Contact Information**

Phone Number 1  Phone Number 2  Email Address 1

Email Address 2  Mailing Address

Residential Address

**Employment Information**

Occupation  Employer Name  Employer Address

**Financial Information**

Source of Income/Expected Source of Fund  Account Name  Account Number

Account Type  Bank Name  Branch Name

**Next of Kin Details**

Surname	First Name	Other Name	Relationship
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Gender	Address		
<input type="text"/>	<input type="text"/>		

**Investment On Behalf of Minor (persons under 18 years)**

Surname	First Name	Other Name	Relationship
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Gender	Address		
<input type="text"/>	<input type="text"/>		

**Risk Profile**

All investments involve an element of risk to capital and/or income and there will be periods when the short-term returns differ from the long-term objective. Please tick as appropriate.

Risk Averse  Low  Low To Medium  Medium To High  High

Investment Management Type: Discretionary  Non-Discretionary

I/We undertake that the information contained herein which we provided for account opening with CFS Asset Management Limited is true and we agree to the terms and conditions for the operation of the account.

Client's Signature & Date:

**Individual / Joint Account Client**

Account name	Name of Account	Class of Signatory	Signature	Date
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Affix passport photos – (please write name at the back of the photo)**

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
----------------------	----------------------	----------------------	----------------------

Mandate/Signing Instruction: \_\_\_\_\_

**Corporate Client**

Account name	Authorized Signatory	Designation	Class of Signatory	Signature	Date

**Affix passport photos – (please write name at the back of the photo)**

--	--	--	--

**Mandate/Signing Instruction:** \_\_\_\_\_

**INVESTMENT DETAILS**

Are you an existing subscriber? Yes  No

Investment Horizon: Tenor

Amount to be Invested

How would you want your dividends payment? Re-invest in Fund  Pay Out

**PRODUCT TYPES**

1. CFS Investment Note

2. CFS Savers

3. CFS Seniors

**Note:** Minimum Holding Period is **3 months**

**Checklist of Documents & Forms Attached to the Application**

	Yes	No	Waive
1. One passport photograph for each signatory	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Birth Certificate (If Minor)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Valid means of Identification (National ID or International Passport)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Income Tax Certificate (PIN)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Certificate of Incorporation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Board Resolution/Mandate Letter/Approval	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Search report (where applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**For Official Use Only**

**Remarks:** \_\_\_\_\_

**Relationship Manager:** \_\_\_\_\_ **Signature / Date:** \_\_\_\_\_

**Approving Manager:** \_\_\_\_\_ **Signature / Date:** \_\_\_\_\_

## Client Services Agreement

This agreement applies to and regulates the provision of services and operation of accounts of and on all CFS Asset Management Limited ("CFS AM ") Investment Management Accounts ("the Accounts"). These Terms and Conditions, together with any other agreement or opening form set out the terms governing the relationship with CFS AM and (the "Client")

### 1. Account Opening

- a. The Client has irrevocably requested and CFS AM has agreed to open an Account on behalf of the Client. In opening an Account with CFS AM, the Client agrees to provide true, accurate, current and complete information about the Client as indicated in the application form. If any information provided is untrue, inaccurate, not current or incomplete, or CFS AM has;
- i. Reasonable ground to suspect that such information is untrue, inaccurate, not current, or incomplete, CFS AM has the right to request for more details or not to process the Client's application or open the Account.
- ii. The Client further agrees that the Account opening will be subject to CFS AM's processes, KYC and reviews which may require the Client to provide further confirmation or documents.
- iii. CFS AM reserves the right to accept or reject the Client's application and not open an account for the Client.

### 2. Account Operation

- a. The Client agrees that the operation of the Account is subject to compliance with and by CFS AM with all laws, regulations, administrative rules and orders which may from time to time be authorized by the relevant and regulatory authorities in Kenya.
- b. The Client further agrees and takes full responsibility for the safe custody of all print and electronic correspondence issued to/or by CFS AM regarding the Account.
- c. The details or mode of operation of the Account shall not be disclosed to any third party. The Client agrees to immediately notify CFS AM whenever he/she knows or has any reason to suspect that an unauthorized person has access to or is likely to have had access to any print or electronic correspondence issued to or by CFS AM regarding the Account.

### 3. Instructions

- a. The Client shall be responsible always for instructions issued to CFS AM concerning the Account. CFS AM shall not honor any instruction from an undisclosed or unauthorized person, different from the mandate with regards to the Account.
- b. Where any instruction is given on the Account, CFS AM may refuse to act on any of such instruction if:
- i. It doubts the authenticity of the instruction or does not consider it to be sufficiently clear; and/or
- ii. It believes that doing so might cause a breach of any law, regulation, code, order or contractual obligation binding on CFS AM or the Client.

### 4. Investment Risk

CFS AM shall have no responsibility or any liability to the Client for any diminution of the Client's investment due to any future governmental order, levy, law, tax, embargo, moratorium, or imposts or depreciation in value of funds due to inflation.

### 5. Restriction of Liability

- a. The Client understands and acknowledges that electronic mail, facsimile and verbal communications are insecure transmission media. Where such instruction is given via such media, the Client undertakes to indemnify CFS AM in full for any loss it may suffer or incur by reason of its honoring such letters, electronic mails, facsimile or verbal instructions, irrespective of whether same are erroneous, fraudulent or issued otherwise than in accordance with the mandate for the Account and which bears or purports to bear the facsimile or electronic mail signature of the persons whose specimen signatures have been provided to CFS AM.
- b. CFS AM shall exercise absolute discretion, for any reason whatsoever, to act or not to act, upon documentation received by facsimile, untested telex, electronic mail or photocopied letter unaccompanied by a duly signed original copy of a letter issued by the Client and/or to request verification of documents received by such means.
- c. The Client agrees to indemnify CFS AM against any loss, damage or liability resulting from his/her non-compliance to the above.
- d. CFS AM shall not be liable for any loss or damages sustained by the Client by reason of the operation of the investment provided such loss or damages was not caused or facilitated by CFS AM or any of its status' action on its instruction.

### 6. Regulatory Disclosure

As obligated by regulatory bodies, CFS AM shall disclose any or all information whatsoever relating to the Client's personal data, accounts, transactions or dealings with CFS AM in compliance with any governmental, statutory, judicial or quasi-judicial authority, or any agent or contractor engaged to perform services for CFS AM's benefits and regulatory disclosure obligations statutorily imposed from time to time on financial institutions operating in the Republic of Kenya.

### 7. Payment On Investment

Payment will only be made directly to the Client's nominated accounts as advised to CFS AM in writing. Redemption proceeds will be credited to the Client's nominated bank account within three (3) to five (5) business days.

### 8. Statements

CFS AM will only provide periodic electronic statement of account, except otherwise stated by the Client in the frequency and medium selected by the Client. The statement will show the Client's outstanding balance and, where applicable the minimum repayment owing to CFS AM and the date by which it is to be made.

### 9. Information

The Client authorizes and consents to all lawful access, use or disclosure of his/her details in the application by CFS AM which may include but shall not be limited to purposes necessary to promote or sustain the business of CFS AM; and the Client waives any claim the Client may have against CFS AM arising from any such access, use or disclosure.

### 10. Force Majeure

CFS AM will not be liable for any failure to perform our obligations herein caused by reasons beyond its control or resulting directly or indirectly from the action or inaction of the government, any government authority, regulatory body, riot, strike, boycott, blockage, act of God, revolution, civil strike, change in legislation or extreme change in market conditions.

### 11. Notices

Parties may communicate with the other Party by sending notices, messages, alerts and statements in relation to this agreement in the following manner;

- i. To the most recent physical address of the Party; or
- ii. By delivery to any email address provided during the Account opening and application process; or
- iii. By delivery of an SMS to any mobile telephone number the Client has provided to CFS AM.

### 12. Personal Data

Personal data is all information that directly or indirectly may refer to the Client which he/she has provided to CFS AM in the course of this agreement. Such includes contact information [name, title, address, email address, mobile phone number etc.], date of birth, employment information [name, address, phone number and email address of employee], financial information [information about the Client's income and any charges, where available]. Protecting the Client's privacy is very important to us. We, where necessary, will process the Client's personal data in order to provide a simplified Service and in order to simplify the process. We will process the personal data for confirming the Client's identity, administering the customer relationship, preventing misuse or improper use of our service, for the prevention of money laundering, customer analysis, assessment, risk analysis and management, business development, for commercial and marketing purposes and for complying with applicable laws.

### 13.0 Authorisation/Indemnity for Facsimile/Email/ Messages/Oral Instruction

The Client understands and acknowledges that electronic mail, facsimile and verbal communications are insecure transmission media. Where the Client advises CFS AM to accept instructions in such manner, shall however undertake to indemnify CFS AM in full for any loss it may suffer or incur by reason of its honoring letters, electronic mails, facsimile or verbal instructions, irrespective of whether same are erroneous, fraudulent or issued otherwise than in accordance with the mandate for account and which bears or purports to bear the facsimile or electronic mail signature of the persons whose specimen signatures have been provided to CFS AM by the Client. CFS AM is hereby authorized to honor and debit account for any and all payment instructions/confirmations issued or provided by the Client using a pre-agreed format for same which may include but is not limited to oral or written instructions/confirmations and where given orally, such oral instruction may if previously agreed involve the use of specific password(s) and when given in writing may be given by letter, facsimile or electronic mail. CFS AM shall have absolute discretion, for any reason whatsoever, to act or not to act, upon documentation received by facsimile, untested telex, electronic mail or photocopied letter unaccompanied by a duly signed original copy of a letter issued by the Client and/or to request verification of documents received by such means.

### 13.1. Privacy Policy

CFS AM may amend this policy from time to time. If CFS AM makes any substantial changes in the way it uses the personal information, CFS AM will notify the Client by posting a prominent notice on its website or send a direct message to the Client.

### 14. Information Sharing and Disclosure

CFS AM will not share the Client's personally identifiable information to anyone. However, CFS AM may share such information to third parties only on an as-needed basis such as when:

- i. We have the Client's consent to share the information;
- ii. The law requires it of us;
- iii. We respond to court orders or legal process; or
- iv. We find that the Client's actions violate any part of the CFS AM privacy policy.

### 15. Disclosure

CFS AM shall be at liberty to place received funds in any company including but not limited to CFS AM parent, affiliate or subsidiary companies in accordance with regulatory limits.

### 16. Variation

The Client is not at its discretion, vary, change, extend or withdraw any of the terms and conditions from time to time with or without written notice to the Client. No such variance and no agreement inconsistent therewith, will be of any force or effect unless it is recorded in writing and signed by Parties.

### 17. Assignment

The Client is not entitled to assign all or any part of its rights, obligations or benefits hereunder without CFS AM's prior written consent. CFS AM will be entitled without the Client's written consent to cede, transfer, delegate and/or assign all or any part of its rights and obligations under this agreement to any person. CFS AM will only inform the Client if such a transfer causes the arrangements for the administration of this Agreement to change.

### 18. General

a. This agreement represents the entire understanding and agreement between the Parties. No addition to, variation amendment or consensual cancellation of any of the terms contained herein will be of any force or effect unless same is recorded in writing and is signed by the duly authorized representatives of the Parties.

b. This Agreement shall be governed by the laws of the Republic of Kenya and shall be subject to the jurisdiction of the courts of the Republic of Kenya to settle any disputes which may arise in connection with it, without prejudice to CFS AM's exclusive rights to institute proceedings against the Client in respect thereof in any jurisdiction.

c. If CFS AM does not strictly enforce its rights under this agreement or grant the Client an indulgence, CFS AM will not be deemed to have lost or waived such rights and will not be prevented from insisting upon or enforcing its strict right(s) at a later date.

### 19. Dispute Resolution

Any controversy or claim between the Parties, including but not limited to those arising out of or relating to this agreement and any claim based on or arising therefrom (the Dispute), the following shall be applicable;

- i. The parties shall agree to have an arbitration by upon either party giving the other party 10 working days' written notice,
- ii. The arbitration proceedings shall be conducted by a single arbitrator appointed by the mutual agreement of both parties. Unresolved dispute, the Party shall take it to the Capital Markets Authority (CMA) for resolution.

### 20. Investments Made on Behalf of Minor

The investment must be made by the parent or guardian i.e. an adult. The parent or guardian shall provide his or her details and valid means of identification in the Application forms; while the minor's details will be provided in the appropriate section of same form, supported with a passport photograph, birth certificate or age declaration. The guardian shall operate the account until the minor becomes adult. When the minor becomes an adult, the account shall be frozen for operation by the guardian and no transaction shall be permitted until all relevant documents for change of status are provided.

### 21. Other Conditions

- a. Total documentation will be required, and acceptance of offer/application received.

### Declaration

I/We declare that:

- a. I am 18 years old or over
- b. The entity is duly registered under the relevant laws and capable of performing the acts it purports to perform hereunder (for corporate);
- c. I am fully aware and understand the details of the target Fund before investing in any of the Fund(s). The information given is correct to the best of my/our knowledge and belief, and I/we will inform CFS AM of any change in the information given in the opening form within 5 working days of such change and undertakes to hold CFS AM harmless and keep CFS AM indemnified.

The information given is correct to the best of my/our knowledge and belief, and I/we will inform CFS AM of any change in the information given in the Account opening form.

### Note:

- a. Before signing this Application form / Client Service Agreement form, the Client should read and understand the terms and conditions stated herein.
- b. Check that the Client has completed ALL relevant sections of the form.
- c. Please email a scanned copy of this completed form with other relevant documents to [info@cititrust.co.ke](mailto:info@cititrust.co.ke) or submit hard copies to our CFS AM office in Nairobi.

I/We, \_\_\_\_\_ ("the Client") confirm that I/we have read, understood and agreed to the above terms and conditions.

Client's Signature

Date

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

Client's Signature

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---