

CONTRIBUTION AGREEMENT CORPORATE APPLICATION FORM

Britam Wealth Management LLP

Corporate Application Form

1. Subscriber (Partner)

Type of investor: (tick where applicable)

Company Trust Fund Others (Specify): _____

2. Details to be provided

Registered Name &

Trade Name (where applicable):

Telephone

Email:

Physical Address:

Postal Address

Code:

Country:

Company PIN (TAX) No:

3. Source of Funds

State the sources from which the applicant's wealth is mainly derived:

Profits Rental/Property Sale Sales of shares

Maturity Investments Loan Dividends

Other(Specify):

4. Details of Authorized Representative(s)

Indicate the Applicable Category (First Representative):

Principal Officer Shareholder Trustee

Authorized Person Director Partner

Full Name(s)

Email Address:

Tel Number:

Cell No:

Postal Address:

Code:

5. Details of Authorized Representative(s)

Indicate the Applicable Category (Second Representative):

Principal Officer Shareholder Trustee

Authorized Person Director Partner

Full Name:

Email Address:

Tel Number:

Cell No:

Postal Address

Code:

6. Partnership Account Details

Account Name	Account Number	Bank & Branch	Bank Code	Branch Code
--------------	----------------	---------------	-----------	-------------

Britam Wealth
Management Collection
Account

0105016785826

Standard
Chartered
Bank, CSC,
Head Office

02

078

Swift Code (For international fund movements): SCBLKENX

Britam Wealth
Management Collection
Account

0180270202574

Equity Bank
Limited,
Community
Supreme
Branch

68

018

Swift Code (For international fund movements): EQBLKENA

7. Subscriber's Bank Information

Bank Name	Branch Name	Bank Code	Account Name	Account Number
-----------	-------------	-----------	--------------	----------------

8. Initial Investment Amount (Capital Contribution)

Kshs

Investment

Period: 3 Months 6 Months 12 Months If more than one year specify ____

Agreed Hurdle Rate:

- A. This Contribution Agreement (this "Agreement") is entered into subject to the terms of the Britam Wealth Management LLP, Partnership Agreement dated 1st October 2016.
- B. Britam Wealth Management LLP (the "Partnership") is a Limited Liability Partnership established in Kenya, with Britam Asset Managers (Kenya) Limited 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.
- C. Under the terms of the Partnership Agreement, the Capital of the Partnership shall be managed for predetermined fixed periods (the "investment period") to generate a return based on the pre-agreed indicative rate of return (the "hurdle rate") in respect to a particular investment period.
- D. The hurdle rate shall not be guaranteed and the actual rate of return at the end of an investment period may exceed, meet or not meet the agreed the hurdle rate.
- E. The profits generated by the Partnership shall be distributed to the Partner in accordance with the hurdle rate 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.
- I. The Partner acknowledges that where the investment period comes to an end and the Partner has not issued the requisite instructions, the Principal Partner shall automatically re-invest the matured investment at the prevailing T-Bill rate until the Partner issues further instructions to the Principal Partner. If the Principal Partner will not have received instructions from the Partner within two (2) weeks of an investment maturity, the Principal Partner shall remit the proceeds of the investment to the Partner's bank account.
- J. 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 hurdle rate (hereinafter the 'penalty'), and such penalty shall be deducted from the Partner Account by the Principal Partner and will be payable to the Principal Partner.
- 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. The Principal Partner shall earn a return in accordance with the terms of the Partnership Deed.
- M. 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.
- N. 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.

- O. 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.

- P. 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.

- 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.

- R. The Parties further acknowledge that this Agreement constitutes a valid and binding obligation, enforceable against each party in accordance with its terms.

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			

Signing Mandate: All Either/Or At least two

FOR OFFICIAL USE ONLY

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

Name	Signature

FOR OFFICIAL USE ONLY

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)	
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

Britam Asset Managers (Kenya) Ltd.
Head Office, Britam Centre, Mara/Ragati Road Junction, Upper Hill
P.O. Box 30375 - 00100
Nairobi, Kenya
Tel: +254 (020) 2833000, +254 703 094091, +254 703 094000
Sms/Whatsapp: +254 796 962 837
E-mail: clientservicesbaam@britam.com
Website: www.britam.com