

CYTONN HIGH YIELD SOLUTIONS LLP

INVESTMENT AGREEMENT

PRINCIPAL PARTNER



CUSTODIAN



LEGAL ADVISORS



AUDITORS



3rd Floor, Liaison House, State House AvenueP. O. Box 20695 - 00200, Nairobi, Kenya



@ operations@cytonn.com

www.cytonn.com

Cytonn Invetsment Management PLC
P.O. Box 20695 - 00200
Nairobi - Kenya
Tel: +254 709 101 000

1. SUBSCRIPTION	
1. A	TOTAL COMMITMENT
Amount in figures	Currency: USD KES
 Agreed rate of return (%) 	
Amount in words	
Tenor:	3 Months 6 Months 9 Months 12 Months Other
1. B	I / We the person(s) detailed in section 2 below contribute the amount shown in section 1A for equivalent partnership units in the Cytonn High Yield Solutions LLP, subject to the provisions of the Cytonn High Yield Solutions, LLP Partnership Agreement (note that the Cytonn High Yield Solutions, LLP Agreement shall be amended from time to time).
2. SUBSCRIBER DE	ETAILS
Α.	INDIVIDUAL APPLICANTS
A. I	NATURAL PERSON
(i) Personal Informa	ation
Title	Mr Ms Other (specify)
Surname	
Middle name	
First name	
Date of birth	D D M M Y Y Y Y Gender: Female Male
ID No / Passport No.	PIN No.
(ii) Contact Details	
Country of residence	Nationality Nationality
Email	
Mobile No.	
Postal address	Code Town
Residential address	
Physical location (street/ building/estate)	
Select your preferred	mode of contact: Email (free) Post (at a fee)
(iii) Employment Inf	formation
Employment status:	Employed Self Employed Unemployed Retired
	Other (please specify)
If employed, please stat	te the information below:
Present occupation	
Employer's name	Employer's address
* Subject to withdrawal	terms and conditions

If self-employed, please state the type of business in which you operate:																										
Business trading name																										
Physical location (street/ building/estate) A. II	CORP	ORA	TE S	SUBS	CRIB	ER IN	FOI	RMA	TION	ı																
(i) Nature of subscriber																										
Company Trust Fund Other (please specify)																										
(ii) Subscriber deta	ails																									
Registered name											Tele	pho	one													
Trade name											Ema	il														
Registered address											Offic	e b	uildi	ng/fl	oor											
Registration No.											Con	ıpa	ny P	N No).											
Select your preferred mode of contact: Email (free) Post (at a fee)																										
В.	JOINT	SUE	SCF	RIBER	DET	AILS	(If a	pplic	able)																
(i) Personal Infoma	ation																									
Title		Mr			Ms			Mrs									Oth	ner	(ple	as	e sp	ecif	y)			
Surname																										
Middle name																										
Last name																										
Date of birth	D D	M	M	YY	Υ	Υ						Ge	nder	:		Fe	male	è					Ma	ıle		
ID No / Passport No.												PIN	l No													
(ii) Contact Details	3																									
Country of residence											Na	tior	nality	,												
Email																										
Mobile No.																										
							C-0	de						To	wn											
Postal address							CC	ac																		
Postal address Residential address																										
Residential address Physical location	n Invest	men	ts:			Join			1] %	Joi	nt Ho	olde	er 2					%	Joir	nt H	lolde	er 3	
Residential address Physical location (street/ building/estate)				t:		Join	t Ho			Post	(at a			nt Ho	olde	er 2					%	Joir	nt H	lolde	er 3	
Residential address Physical location (street/ building/estate) Share of Returns from	mode o	of cor		t:			t Ho			Post	(at a			nt Ho	olde	er 2					%	Joir	nt H	lolde	er 3	
Residential address Physical location (street/ building/estate) Share of Returns from Select your preferred	mode o	of cor	ntact			ail (fre	t Ho	older			(at a) [nt Ho								Join		dolde	er 3	

If employed, please state	e the inf	ormati	ion bel	ow:																					
Present occupation																									
Employer's name							Er	nploy	er's a	addı	ress														
If self-employed, please	state th	e type	of the	busine	ess in	which	you	oper	ate																
Business trading name																									
Physical location (street/ building/estate)																									
3. SOURCE OF FUN	NDS																								
State the sources from v	which th	іе арр	licant's	wealt	h is m	nainly	deriv	ed																	
Dividends / Interest			Sala	ary					Gift							Loa	ın								
Maturing Investments			Pen	sion					Savir	ngs						Inh	erita	ince							
Sale or Shares			Ren	tal Inc	ome /	prope	rty S	ale								Lot	tery	/ be	tting	ļ					
Other (please specify)																									
4. CYTONN HIGH	YIELD S	OLUT	IONS	LLP B.	ANK	ACCC	UNT	L DE.	TAIL	S															
ACCOUNT NAME				ACCO	UNT N	0.			& BR							CLE	ARIN	IG CO	DE	5	SWIFT	COD	ÞΕ		
Cytonn High Yield Solution	ons LLP (F	(ES)		01050-404767-00				Standard Chartered Bank Kenya Ltd Chiromo Branch								NA					SCBLKENX				
Cytonn High Yield Solution	ons LLP (l	JSD)		87050-404767-00				Standard Chartered Bank Kenya Ltd Chiromo Branch								NA					SCBLKENX				
SUBSCRIBER PAYMENT	T & BAN	K INF	ORMAT	ΓΙΟΝ (I	PLEAS	SE PRO	OVID	E YO	UR E	BAN	K IN	FOR	RMA	TIO	N B	ELO	W)								
Account name																									
Account number																									
Bank & Branch																									
Clearing code									Swi	ft co	de														
5. CONTACT DETA	AILS (NEX	T CONTA	ACT PERSO	N IF INVE	ESTOR IS	S UNREAC	CHABLE	Ε)																	
Contact person (I)																									
Full name																									
Mobile No.																	+								
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Postal address					(Code						10	own	L			<u>_</u>					<u></u>		_	
Email																									
Contact person (II)																									
Full name																									
Mobile No.											C	yto	nn						ana - 0		me oo	nt J	PL	5	
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Postal address	Code
Email	
6. EMAIL INDEMNI	TY
Would you like to provi	de us with an email indemnity, to enable us receive your instructions via email?
YES NO	
If yes, please indicate yo	our preffered email address
By signing below, I unde by and binding upon the	rstand that Cytonn shall be entitled to treat such email notice, demand or other communication as fully authorized partner and Cytonn.
Signature	

Cytonn High Yield Solutions (Cytonn HYS) offers investment solutions to investors as restricted private offers as defined in Regulation 21 of the Capital Markets (Securities) (Public Offers, Listings and Disclosures) Regulations, 2002. The product is a private offer and is therefore not subject to approval by the Capital Markets Authority. Cytonn HYS is specifically offered to you, the recipient of this form, solely as a private offer and does not involve any "public offering" within the meaning of the Capital Markets Act . This form is only meant for the person to whom it has been provided and is not for the use or consideration of any other person. If you are in any doubt about the contents of this communication or the nature of this private offer, or the risks attached to the investment then you should consult a person who specializes in advising on private offers and structured investment solutions. Further and updated information on the product can also be obtained from your Financial Advisor or at the Cytonn Investments offices.

7. GENERAL TERMS AND CONDITIONS

- 1. This Investment Agreement is entered subject to the terms of the Cytonn High Yield Solutions LLP Partnership Agreement and as may be amended and restated from time to time.
- 2. CYTONN HIGH YIELD SOLUTIONS LLP (the Partnership) is a limited liability partnership established pursuant to the provisions of the Limited Liability Partnership Act, Act 30 of 2011.
- 3. Cytonn HYS Offering is offered exclusively to the Subscriber as a private offer as defined in Regulation 21 of the Capital Markets (Securities) (Public Offers, Listings and Disclosures) Regulations, 2002 and therefore not subject to approval by the Capital Markets Authority.
- 4. By executing this Agreement, which for the purposes hereof, is deemed the Deed of Adherence for the purposes of the Partnership Agreement and making the Capital Contribution in cash, the Subscriber is constituted a Partner in the Partnership.
- 5. The Partnership shall invest the Capital of the Partnership as per the Partnership's Investment Policy Statement, to generate the rate of return on capital invested (the "Pre-agreed Return") whose tenor may be modified to guarantee the agreed returns.
- 6. Mature redemptions requests will be effected within 3 working days from the date of maturity.
- 7. Early redemption by the Partner is not permitted, but in the event the Partner requests for an early redemption (either in whole or in part), such redemption shall be at the sole discretion of the Principal Partner. Should such redemption be approved by the Principal Partner, the Partner shall redeem subject to penalty terms & conditions proposed by the Principal Partner and agreed by the Partner or such other terms as may be prescribed from time to time by the board of investors.
- 8. The profits generated by the Partnership shall be distributed in accordance with the Pre-agreed Return subscribed to by each Partner (either individually or jointly) as provided for in this Agreement.
- 9. The returns to investor generated on the Partnership shall be subject to Withholding Tax (WHT) at the rate of 15%.
- 10. The Partner hereby confirms that these Terms and Conditions, minimum Capital Contribution amount and the Pre-agreed Return and all information required by the Partner were notified to the Partner prior to the Partner executing this Agreement and the Partner enters into this Agreement with full understanding of the same, and with the acceptance that he/she is a High Net-Worth Investor and understands the investment principles of the Partnership.
- 11. The Pre-agreed Return and the Capital Contribution shall be credited to the Partner's bank account on maturity of the Fixed Period or rolled over depending on the Partners written instructions.
- 12. I/We ("the Partner") refer to the current mandate under Cytonn High Yield Solutions LLP ("Cytonn HYS") communicated by the Partner to the Principle Partner, Cytonn Investments Management PLC- ("Cytonn") governing the operation of the Partner's investment accounts within Cytonn ("the Mandate").
- 13. Notwithstanding the terms of the Current mandate or of any future mandate or other agreement or course of dealing between Cytonn and the Partner, Cytonn is requested and authorised, but is not obliged, to rely upon and act in accordance with any notice, demand or other communication which may from time to time be, or purport to be given by E-mail by the Partner or on behalf of the Partner or by any one of its authorised representatives mentioned without inquiry on Cytonn's part as to the authority or identity of the person making

or purporting to make such notice, demand or other communication and regardless of the circumstances prevailing at the time of such notice, demand or other communication and regardless of the circumstances prevailing at the time of such notice, demand or their communication.

- 4. Cytonn shall therefore be entitled to treat such email notice, demand or other communication as fully authorised by and binding upon the partner and Cytonn shall be entitled (but not bound) to make such steps in connection with or in reliance upon such communication as Cytonn may in good faith consider appropriate, whether such communication includes but is not limited to instructions to move the funds within the Partner's investment account from its the Partner's investment account into another account following a redemption instruction or as relates to top up instructions or purports to bind the Partner to any other type of transaction or arrangement whatsoever, regardless of the nature of the transaction or arrangement or the amount of the money involved and notwithstanding any error or misunderstanding or lack of clarity in the terms of such notice, demand or other communication.
- In consideration of Cytonn acting in accordance with the terms of this indemnity, the Partner undertakes to indemnify Cytonn and to keep Cytonn indemnified against all losses, claims, actions, proceedings, demands, damages, costs and expenses incurred or sustained by Cytonn of whatever nature and howsoever arising, out of or in connection with such notices, demands or other communications, provided only that Cytonn acts in good faith, except where such losses, claims, actions, proceedings, demand, damages, costs and expenses arise through the willful negligence of Cytonn.
- 16. The terms of this indemnity shall remain in full force and effect unless and until Cytonn receives, and has a reasonable time to act upon, notice of termination from the Partner in writing (and/or signed by a duly authorised officer), save that such termination will not release the Partner from any liability under this authority and indemnity in respect to any act performed by Cytonn in accordance with the terms of this indemnity prior to the expiry of such time.
- 17. Upon maturity, the Partner may negotiate for a further Tenor, the Pre-agreed Return, and the amount to be rolled-over to the subsequent Tenor. If the Partner fails to give notification of its intention to negotiate as afore-said or for the release of the Partner's Capital contribution, the Partner shall be deemed to have issued no instructions.
- 18. Upon the expiry of the Tenor and in the absence of further instructions from the Partner as outlined in (17) above, the Accumulated matured funds (Returns and Capital Contribution) shall roll-over "Automatic Roll-over" continuously for successive three (3) months period (the "Further Fixed Term") until the said Partner instructs otherwise. The Applicable Rate of Return for the Further Tenor shall be applied as at the date the Partner's funds (Returns and Capital Contribution) are available for Automatic Roll-over. The Partner's Capital Contribution, for the further fixed term, shall be the Partner's initial Capital Contribution plus the Pre-agreed Return accrued during the initial Fixed Period and such successive periods, as may be applicable.
- 19. The Automatic rollover as described at Clause (18) shall only be applied for a period of one (1) year after the expiry of the Fixed period upon the lapse of which the Partnership shall try to locate the Partner through the Contact details provided at Part 5. In the event the Partnership is unable to locate the Partner or the Contact Persons indicated at Part 5, the provisions of the Unclaimed Financial Assets Authority Act, 2011 shall apply.
- 20. The Partner shall cease to be a partner in the Partnership either by fully withdrawing the Partner's Contribution together with any interest thereon (if applicable) either before or after the expiry of the Fixed Period or if an individual, upon his physical demise and if a corporate entity, upon the winding thereof as per the provisions of its constituent Act. Upon the demise of an individual partner the Partnership shall deal with the Partner's Contribution and any interest thereon as per the provisions of the Law of Succession Act, Chapter 160 of the Laws Kenya and if a corporate entity as per the terms of its constituent Act.
- 21. In the event of a Force Majeure, 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, fire, flood, earthquake or other form of natural disaster, adverse weather conditions, explosion, failure of communications, system default of carrier, sudden and unforeseen changes in market confidence that adversely impact the Partnership's liquidity position, sudden unforeseeable changes in bank interest rates, market conditions or economic crashes and downturns or any other cause, event or circumstance whatsoever beyond the Principal Partner's reasonable control, it shall forthwith notify the Partner of the nature and extent thereof. The Principal Partner shall not be deemed to be in breach of this Agreement or otherwise liable to the Partner 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 Partner. 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 and to preserve the value of Cytonn HYS or agreeing upon such alternative arrangements as may be fair and reasonable. The Principal Partner may also address such Force Majeure event through a variety of solutions, including but not limited to extending Investment Tenors or in any other manner that is provided for in the partnership agreement.
- 22. This Agreement shall define the Partnership Interest of every Partner and in the event of any inconsistency between the Partnership Agreement and this Agreement with regard to the Partner's Partnership Interest in the Partnership, the provisions of this Agreement shall prevail. In all other matters, the terms and conditions of this Agreement shall be subject to the terms of the Partnership Agreement and in the event of a conflict between the provisions of this Agreement and the Partnership Agreement (not relating to the Partnership Interests) the Partnership Agreement shall prevail.
- 23. The Partner confirms and represents that none of the funds which the Partner may transfer to the Partnership's bank account have been derived directly or indirectly from any act or omission that may constitute an offence or as a result of 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. The Partner hereby declares that to the best of his knowledge and belief the information on the source of funds statement and any and all information and all annexures thereto made in this Agreement, are true and accurate and the funds transferred are free of all claims, debts, loans, lawsuits, contingent liabilities, (such as indemnities or guarantees) immediately prior to the transfer by the Partner to the bank accounts of the Partnership and that the funds were legitimately acquired. In addition, the Partner also declares and indemnifies the Partnership that all approvals and authorities required (if any) as regards the source of funds have been had and obtained prior to the transfer of such funds. The Partner understands and consents that the Partnership may disclose this information to law enforcement authorities where required

by Court Order or other applicable law. The Partner hereby declares that the Partner is not involved in any criminal or money laundering activity and the funds that are and will be held on the above- mentioned account are clear and are not derived from any illegal activities and are derived from the sources indicated in this Agreement.

- 24. The Partner agrees to indemnify the Partnership against any liability that may arise out of the information provided by the Partner in this Agreement, instruction(s) issued by the Partner, whether handwritten or whether issued via email, (after execution of the relevant email indemnity) and agrees to bear liability on instances caused by their negligence and/or willful neglect in these instances.
- This Agreement shall be governed by and construed in accordance with the Laws of Kenya. In the event of any dispute with respect to the construction and performance of the Agreement, the parties shall first resolve the dispute through amicable negotiations. However, if the parties fail to reach an agreement within 15 days of commencement of the negotiations, the dispute shall be resolved through Arbitration, through the selection of a single arbitrator by the Chair of the Nairobi Chapter of CIArb, in the event that the parties are unable to agree on an arbitrator
- 26. Cytonn High Yield Solution (HYS) is backed by the corporate guarantee of Cytonn Investments Management Plc, the main Cytonn group Company and also the Principal Partner to Cytonn HYS. A copy of the same is available at our offices for inspection.

27. DATA PROTECTION

- A. The information provided in this agreement may be used for:
- i. The processing of the investment(s) as per this agreement; and
- ii. Provision of client updates and informational material produced by Cytonn Investments including but not limited to the weekly, monthly, quarterly and annual magazines and reports.
- B. Your personal data provided herein shall be stored in line with international best practice, shall be encrypted and the security systems shall be reviewed periodically.
- C. You have the right to request the access, rectification and/or deletion of any of your personal data, provided herein to the extent that the same is not in violation of any written law or regulation. You may also report any unsatisfactory handling of your data for remedial actions to be taken.
- D. The personal data shall be stored for as long as reasonably required for legal or business purposes, after which it shall be securely deleted or destroyed. The storage of this data may for its protection, be stored in another country outside Cytonn's operations and Cytonn Investments shall take the necessary steps to ensure its continued protection
- E. Any person that has provided any personal data pursuant to this agreement may withdraw their consent to use the data provided herein at any time by informing Cytonn of the same.

8. SIGNING MANDATE AND DECLARATION

I/We confirm that the information given above is true to the best of our knowledge. By signing this form, I/We confirm that I/We have read, understood and agree to be bound by the terms and conditions, tariffs in force, copy of which has been availed to me/us.

SPECIMEN SIGNATURES:	NAME	SIGNATURE	DATE
Authorized signatory 1			
Authorized signatory 2			
Authorized signatory 3			
Signing mandate:	All Eit	her At least two signatories	

Cytonn Invetsment Management PLC
P.O. Box 20695 - 00200
Nairobi - Kenya
Tel: +254 709 101 000

9. FOR OFFICIAL USE ONLY

(i) Investor pre-qualification (To be filled by Financial Advisor)

The Financial Advisor confirms that this is a qualified investor conditions	and meets at least one of these investor pre-qualification
At least three (3) years' experience in the investments industry	
Real Estate Holdings	
A degree in a Finance and Investments Related Course and/o	r a Professional Certification
Sophisticated in matters of finance and investments	
Has sought advice from an independent investments or finance	cial expert
Any other criteria that is deemed fit for the purposes of identif	ying a Cytonn HYS prospective Investor
Specify	
(ii) Admission to partnership	
be approved by an existing partner, is based on the aforementi	, Section 21, - Meaning of Private Offers. Specifically, your tner of Cytonn HYS. The common interest of the investment ly accessible in the market and the proceeds are invested the Advisory Board of Cytonn HYS. Your invitation, which has to
Admitting partner name	
Admitting partner code	
Signature	Date DDMMYYYY
(iii) Documents to be provided FOR INDIVIDUALS	
1. KYC Documents:	
i. Copy of ID or Passport	Comments
ii. Copy of PIN (TAX) certificate	Comments
iii. Copy of tax exemption certificate (where applicable)	Comments
2. Proof of banking details shall be any of the following:	
 - RTGS, EFT or any other Electronic Funds Transfer instructions - Cheque or - Bank Statement (not more than 3 months old) or - Certified letter confirming bank account details. 	document containing your bank details or
(iv) Documents to be provided FOR CORPORATES:	
1. Founding Documents:	
i. Companies - Certificate of Incorporation or	Comments
ii. Partnership - Partnership Agreement or	Comments
iii. Other legal entities - Constitution or other founding documen	ots Comments

2. Other Documents:							
 Resolution mandate authorizing the investment by the e officers authorized to transact on behalf of the entity an signing mandate. 		Comments					
ii. Companies - Certificate of Incorporation or		Comments					
iii. Copy of PIN (TAX) certificate		Comments					
iv. Copy of tax exemption certificate (where applicable)		Comments					
3. Documents from Authorized Representative:							
i. Copy of ID or Passport		Comments					
 4. Proof of banking details shall be any of the following: RTGS, EFT or any other Electronic Funds Transfer instructions: Cheque or Bank Statement (not more than 3 months old) or Certified letter confirming bank account details. 	ctions document cor	ntaining your ban	k details or				
I confirm that all the above documents (where applicable) h	nave been attached.						
Financial Advisor							
Branch		Telephone					
Signature		Date	D	D M	MY	YY	Y
Duly authorized to execute this Agreement for and on beha	alf of: CYTONN HIGI	H YIELD SOLUTI	ONS LLP;				
Name	Signati	ure					

Cytonn Invetsment Management PLC
P.O. Box 20695 - 00200
Nairobi - Kenya
Tel: +254 709 101 000