

Top-up/ Further Investment Agreement

Please use block letters to complete the form.

1. PARTNER'S DETAILS

Name

Mobile No.

Partner code

2. SOURCE OF FUNDS

State the main sources from which your income or wealth is derived:

Dividends / Interest Salary Gift Loan

Maturing Investments Pension Savings Inheritance

Sale or Shares Rental Income / property Sale Lottery / betting

Other (please specify)

3. CYTONN HIGH YIELD SOLUTIONS LLP BANK ACCOUNT DETAILS

ACCOUNT NAME	ACCOUNT NO.	BANK & BRANCH	CLEARING CODE	SWIFT CODE
Cytonn High Yield Solutions LLP (KES)	01050-404767-00	Standard Chartered Bank Kenya Ltd. - Chiromo Branch	NA	SCBLKENX
Cytonn High Yield Solutions LLP (USD)	87050-404767-00	Standard Chartered Bank Kenya Ltd. - Chiromo Branch	NA	SCBLKENX

4. FURTHER CAPITAL CONTRIBUTION

Amount in figures Currency: USD KES

* Agreed rate of return (%)

Amount in words

Tenor: 3 Months 6 Months 9 Months 12 Months Other

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.

Cytonn Investment Management PLC

P.O. Box 20695 - 00200

Nairobi - Kenya

Tel: +254 709 101 000

* Subject to withdrawal terms and conditions

5. 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.
14. 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.
15. 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 Partner's 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.
25. 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.

6. 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 Either At least two signatories

7. FOR OFFICIAL USE ONLY

I confirm that all the above documents (where applicable) have been attached.

Financial Advisor

Branch Telephone

Signature Date

Duly authorized to execute this Agreement for and on behalf of: CYTONN HIGH YIELD SOLUTIONS LLP;

Name Signature

Cytonn Investment Management PLC
P.O. Box 20695 - 00200
Nairobi - Kenya
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