



Application Form

Qualified Investor Tenant Purchase Scheme Fund

 amaka@kwelicapital.com  0709 004 300 / 0709 004 331 / 332

 ke.amakafund.com  13th Floor, 4th Avenue Towers Bishop Road, Upperhill, Nairobi



AMAKA



KWELI
CAPITAL GROUP



A: PRIMARY APPLICANT DETAILS

(i) PRIMARY APPLICANT - PERSONAL INFORMATION

- | | |
|---|---|
| ☐ Original ID or Passport and PIN Certificate (Individuals) | ☐ Proof of Payment/ Account |
| ☐ Certified Copies of Registration/Incorporation Certificate (Body Corporates) | ☐ Bank Transfer/ Direct Deposit Confirmation |
| ☐ Confirmation of Residential/Physical Address (Utility Bill or Tenancy Agreement) | ☐ Certified Copy of Recent Bank Statement, Void Cheque or ATM Card Mandate |
| ☐ One Passport Photograph | ☐ Board Resolution Mandating Investment and Authorized Signatories (Body Corporates) |
| ☐ Certified Copy of KRA PIN for Corporate Applicants | |

Title: Mr ☐ Mrs ☐ Ms ☐ Other (specify)

First Name and Other Names:

Surname (Last Name):

KRA PIN:

ID/Passport/Alien ID Number:

Country of Issue:

(ii) JOINT APPLICANT 1 DETAILS

Title: Mr ☐ Mrs ☐ Ms ☐ Other (specify)

First Name and Other Names:

Surname (Last Name):

KRA PIN:

ID/Passport/Alien ID Number:

Country of Issue:

(iii) JOINT APPLICANT 2 DETAILS

Title: Mr ☐ Mrs ☐ Ms ☐ Other (specify)

First Name and Other Names:

Surname (Last Name):

KRA PIN:

ID/Passport/Alien ID Number:

Country of Issue:

(iv) CORPORATE / INSTITUTION (name as per Certificate of Registration / Incorporation)**Company/Organisation Name:****Registration Number:****KRA PIN:****Postal Address:****Contact Person:****Company Designation:****Contact Number:****Email Address:****Payment Amount (KES):****SIGNATURE MANDATE (applies to the account, not each applicant individually)**Sole ☐Either ☐All to sign ☐

Other (specify)

B: FULL MAILING ADDRESS AND CONTACT DETAILS**(i) CONTACT INFORMATION****Postal Address:****City/Town:****Country:****Telephone Number:****Mobile Number:****Email Address:****C: VALUE OF NOTES APPLIED FOR***Minimum amount Kshs. 1,000,000 | additional amount in multiples of Kshs. 1,000,000***Amount In Figures:****Amount In Words:**

DETAILS OF RECEIVING BANK

Account name: AMAKA Qualified Investor Tenant Purchase Scheme Fund Collection Account
Account No: 01999330000904
Bank & branch: Sidian Bank Limited, Head Office, K-Rep Centre, Wood Avenue, Kilimani
SWIFT code: SIDNKENAXX

D: PAYMENT DETAILS
Bank Name:

Bank Code:

Branch Name:

Payment Amount:

E: REFUND / INTEREST PAYMENT AND PRINCIPAL REPAYMENT
Bank Name:

Bank Code:

Branch Name:

Payment Amount:

F: AUTHORIZED SIGNATORIES

By signing below, all applicant(s) confirm they have read, understood and agree to be bound by the Declarations, General Terms and Conditions, Data Protection notice (Section F) and the Email / Facsimile Indemnity set out in this application.

#	Full Name	Date	Signature
1			
2			
3			

G: COMPANY SEAL
Company Seal (corporate applicants only):


Official Stamp

H: DECLARATIONS, GENERAL TERMS AND DATA PROTECTION

(i) GENERAL TERMS AND CONDITIONS

1. Units are traded at the daily ruling prices and will be repurchased by the Fund Manager in accordance with the Capital Markets (Collective Investment Schemes) Regulations, 2023 and on the terms and conditions set out in the relevant Trust Deed.
2. Unit prices may go up as well as down and past performance is not necessarily a guide to future performance.
3. The Fund Manager retains the right to suspend redemption in limited circumstances.
4. Completed application forms and notification of deposits/cleared funds must be received for the investment to be executed. Subscription monies in cleared funds received will be dealt with on the next Dealing Day.
5. The investor and/or their financial advisor shall at all times be responsible for ensuring that the Unit Trust and its representatives receive any instructions from the investor and/or financial advisor, whether by email or postal mail where applicable, and that such instructions are complete and correct in all respects.
6. Investors are reminded that, in certain specified circumstances, their right to redeem their units may be suspended.
7. No third-party cheques are allowed. Payments made by a third party on behalf of an investor must be supported by further documentation.
8. Once an account has been opened, a statement of investment will be sent to the investor by post or email on a monthly basis.
9. All transaction charges on purchasing securities shall be borne by the Fund and not the Fund Manager.
10. The subscriber, by executing this agreement, confirms that they have been provided with, and have read and understood, the Fund's Information Memorandum and agree to be bound by the terms of its Trust Deed, as amended from time to time.
11. By signing this agreement, the investor confirms that they are a wholesale, professional or sophisticated investor and understand the risks of investing in the Fund.
12. 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, terrorism, boycott, embargo or other sanctions, strike or industrial dispute, fire, flood, earthquake or other natural disaster, adverse weather conditions, explosion, failure of communications, system default of a carrier, sudden and unforeseen changes in market confidence affecting the Fund's liquidity, sudden unforeseeable changes in bank interest rates, market conditions, economic crashes or downturns, or any other cause beyond the Fund Manager's reasonable control, the Fund Manager shall promptly notify the Applicant of its nature and extent. The Fund Manager shall not be deemed to be in breach of this Agreement or otherwise liable for any delay or non-performance of its obligations to the extent caused by such Force Majeure event. If the Force Majeure event continues for more than six (6) months, the parties shall enter into good faith discussions to alleviate its effects, preserve the value of the Fund, or agree on fair and reasonable alternative arrangements. The Fund Manager may also address such Force Majeure events through various solutions, including but not limited to extending Investment Tenors or any other measures provided for in the Trust Deed.

(ii) EMAIL / FACSIMILE INDEMNITY

In consideration of acting on our instructions issued by way of facsimile and/or email, we indemnify Kweli Capital Ltd and all its agents against all claims, losses and costs that may be sustained, incurred or brought against them by reason of such facsimile and/or email instructions. We irrevocably authorize Kweli Capital Ltd and all its agents to make any payments and comply with any demands claimed from or made upon them under such facsimile and/or email instructions, without any further reference to or authority from us.

We agree that any payment made in accordance with, or purporting to be in accordance with, such facsimile and/or email instructions shall be binding upon us and shall be accepted as conclusive evidence that Kweli Capital Ltd was liable to make such payment or comply with such demand.

We further agree that our liability under this indemnity shall be a continuing liability, notwithstanding any settlement of account or any other matter whatsoever.

(iii) DECLARATIONS

1. The information provided in this application is true, correct and accurate, and the money used for this investment does not arise from the proceeds of money laundering or any other illicit activities.
2. We confirm that, where this information is signed in a representative capacity, we have the necessary authority to do so.
3. We consent to Kweli Capital Limited and other authorized parties to this transaction verifying the information provided with others.
4. We have read the Information Memorandum for the Amaka Qualified Investor Tenant Purchase Schemes Fund and agree to the terms of the Fund.
5. We confirm that our application to subscribe for units in the Amaka Qualified Investor Tenant Purchase Schemes Fund is made on the basis and terms contained in the Information Memorandum.
6. We agree to accept the number of units purchased pursuant to this application and warrant that we have full power and authority to enter into and conclude this transaction.
7. We confirm that the units are not being acquired, directly or indirectly, by or on behalf of any person restricted by the law of any relevant jurisdiction from acquiring them.
8. We authorize Kweli Capital Ltd to act upon instructions received by fax without liability for any transfer, payment or other act done in accordance with such instructions, notwithstanding that they were not in fact signed or sent by us.
9. Upon receipt, we shall review all statements and notify Kweli Capital Ltd immediately of any discrepancy.
10. We consent to the disclosure of this information, for compliance purposes, to companies within the Kweli Group, its agents, and the relevant regulators and government agencies.
11. We have read and fully understand the Fund's objectives, risk levels, income distribution and charges as set out in the Fund Fact Sheets and the Information Memorandum.
12. By signing this agreement, we confirm that we are a wholesale, professional or sophisticated investor and understand the risks of investing in the Fund.

(iv) DATA PROTECTION

1. The information provided in this agreement may be used for:
 - **Processing the investment(s) under this agreement; and**
 - **Providing client updates and informational material produced by Kweli Capital Ltd, including but not limited to weekly, monthly, quarterly and annual magazines and reports.**
2. Your personal data provided herein shall be stored in line with international best practice, encrypted, and protected by security systems that are reviewed periodically.
3. You have the right to request access to, rectification of, and/or deletion of your personal data to the extent that doing so does not violate any applicable law or regulation. You may also report any unsatisfactory handling of your data for appropriate remedial action.
4. Personal data shall be retained for as long as reasonably required for legal or business purposes, after which it shall be securely deleted or destroyed. For security purposes, this data may be stored in a country outside Kweli Capital Ltd's operating jurisdictions, and Kweli Capital Ltd shall take the necessary steps to ensure its continued protection.
5. Any person who has provided personal data pursuant to this agreement may withdraw their consent for its use at any time by notifying Kweli Capital Ltd.



(v) DECLARATIONS

By signing below, all applicant(s) confirm they have read, understood and agree to be bound by the Declarations, General Terms and Conditions, Data Protection notice (Section F) and the Email / Facsimile Indemnity set out in this application.

Full Name: _____ **Signature:** _____ **Date:** _____

Full Name: _____ **Signature:** _____ **Date:** _____

Full Name: _____ **Signature:** _____ **Date:** _____

End of application form

I: FOR OFFICIAL USE ONLY
(i) PROCESSING RECORD

	Full Name	Date	Signature
Reviewed by			
Approved by			

(ii) OFFICIAL STAMPS
OFFICIAL STAMP


Official Stamp

AUTHORISED FINANCIAL ADVISOR STAMP


Official Stamp

End of application form

📍 13th Floor, 4th Avenue Towers Bishop Road Upperhill, Nairobi ☎️ 0709 004 300. Call Center: 0709 004 330/331

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🌐 ke.amakafund.com



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