



AMAKA
A product of **KWELI CAPITAL**

AMAKA QUALIFIED INVESTOR TENANT PURCHASE SCHEMES FUND

APPLICATION FORM



📍 4th Floor, George padmore ridge, Kilimani

✉ P.O. Box 2151 - 00200, Nairobi, Kenya

☎ +254 724 226 600

@ info@kwelicapital.com

🌐 amakafund.com



PLEASE COMPLETE IN CAPITAL LETTERS USING BLUE/ BLACK INK

A: (i) PRIMARY APPLICANT DETAILS : (NAMES AS PER NATIONAL ID / PASSPORT)

(i) PERSONAL INFORMATION

Title Mr Ms Mrs Other (specify)

First Name and Other Names KRA PIN

Surname (Last Name)

Passport Number / ID Number / Alien ID Number

Country of Issue

ID No / Passport No.

(ii) JOINT APPLICANT 1 DETAILS

Title Mr Ms Mrs Other (specify)

First Name and Other Names

Surname (Last Name)

Passport Number / ID Number / Alien ID Number

(iii) JOINT APPLICANT 2 DETAILS

Title Mr Ms Mrs Other (specify)

First Name and Other Names

Surname (Last Name)

Passport Number / ID Number / Alien ID Number

(iv) CORPORATE / INSTITUTIONS : (Name as per Certificate of Registration / Incorporation)

Certificate Name KRA PIN

Registration / Incorporation No.

Country of Issue

G: EMAIL 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, costs that may be sustained, incurred or be put to by reason of the said facsimiles and/or instructions. We irrevocably authorize Kweli Capital Ltd and all its agents to make any payments and comply with any demands that may be claimed from or made upon it under the said facsimile and/or email instructions without any reference to or further authority from us.

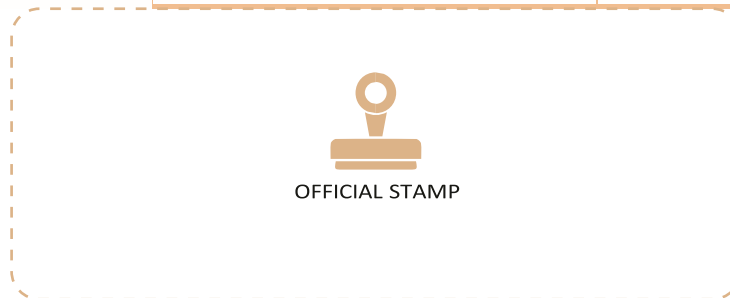
We agree that any payment which you shall make in accordance or purporting to be in accordance with the facsimile and/or email instructions shall be binding upon me and shall be accepted by us as conclusive evidence that you were liable to make such payment or comply with such demand. We agree that our liability under this indemnity shall be continuing liability notwithstanding any settlement of account or other matter whatsoever.

Authorized Signature(s)

SPECIMEN SIGNATURES:	NAME	SIGNATURE	DATE
Authorized signatory 1			
Authorized signatory 2			
Authorized signatory 3			

H: FOR OFFICIAL USE ONLY

PREPARED BY	VERIFIED BY	AUTHORISED BY
Name:		
Signature:		
Date:		



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, 2001 and on terms and conditions set out in the relevant Trust Deed.
2. Unit prices may go up as well as down and past performances are 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. Subscriptions monies in cleared funds received will be dealt with on the next Dealing Day.
5. The investor and/or his/her 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 e-mail 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 will need to be supported by further documentation.
8. Once an account has been opened, a statement of investment will be sent by post or e-mail to the investor 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 had provided to them and that they have read and understood the contents of the Fund's Information Memorandum and that they shall be bound by the terms of its Trust Deed as amended from time to time.
11. By signing the below agreement, the investor confirms that they are a wholesale, professional or sophisticated investor and understands the risk 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, 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 Fund'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 Fund Manager's reasonable control, it shall forthwith notify the Applicant of the nature and extent thereof. The Fund Manager shall not be deemed to be in breach of this Agreement or otherwise liable to the Applicant 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 Applicant. 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 the Fund or agreeing upon such alternative arrangements as may be fair and reasonable. The Fund Manager 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 Trust Deed.

DECLARATION

1. The information provided in this application is true, correct and accurate and that the money used for this investment does not arise out of the proceeds of any money laundering or 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 hereby consent to Kweli Capital Limited and other authorized parties to this transaction verifying the information provided with others.
4. I/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 through this application is made on the basis and terms of the conditions contained in the Information Memorandum.
6. We agree to accept the number of units bought by virtue of 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 either directly or indirectly by or on behalf of any person restricted by law of any relevant jurisdiction from acquiring the units.
8. We authorize Kweli Capital Ltd to act upon instructions by fax without liability in respect of any transfer, payment or other act done in accordance with such instructions and notwithstanding that it shall be shown the same was not signed or sent by us.
9. Upon receipt, we shall review all statements and will notify Kweli Capital Ltd immediately if there is a discrepancy.
10. We consent to the disclosure of this information for compliance purposes to the companies within the Kweli Group or its agents and the necessary regulators and government agencies.

11. We have read and fully understand the fund's objectives, risk levels, income distribution and all charges as set out in the fund fact sheets and the Information Memorandum.
12. By signing the below agreement, we confirm that we are a wholesale, professional or sophisticated investor and understand the risk of investing in the Fund.

DATA PROTECTION

1. 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 the Kweli Capital Ltd including but not limited to the weekly, monthly, quarterly and annual magazines and reports.*
2. 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.
3. 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.
4. 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 Kweli Capital Ltd's operations and Kweli Capital Ltd shall take the necessary steps to ensure its continued protection
5. 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 Kweli Capital Ltd of the same.