



# CYTONN HIGH YIELD SOLUTIONS LLP

## INVESTMENT AGREEMENT

PRINCIPAL PARTNER



CUSTODIAN



LEGAL ADVISORS



AUDITORS



 3rd Floor, Liaison House, State House Avenue  
 P. O. Box 20695 - 00200, Nairobi, Kenya  
 0709 101 000  
 [operations@cytonn.com](mailto:operations@cytonn.com)  
 [www.cytonn.com](http://www.cytonn.com)

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



If self-employed, please state the type of business in which you operate:

Business trading name

Physical location (street/ building/estate)

**A. II CORPORATE SUBSCRIBER INFORMATION**

**(i) Nature of subscriber**

Company  Trust  Fund  Other (please specify)

**(ii) Subscriber details**

Registered name  Telephone

Trade name  Email

Registered address  Office building/floor

Registration No.  Company PIN No.

Select your preferred mode of contact: Email (free)  Post (at a fee)

**B. JOINT SUBSCRIBER DETAILS (If applicable)**

**(i) Personal Information**

Title  Mr  Ms  Mrs  Other (please specify)

Surname

Middle name

Last name

Date of birth  Gender:  Female  Male

ID No / Passport No.  PIN No.

**(ii) Contact Details**

Country of residence  Nationality

Email

Mobile No.

Postal address  Code  Town

Residential address

Physical location (street/ building/estate)

Share of Returns from Investments:  % Joint Holder 1  % Joint Holder 2  % Joint Holder 3

Select your preferred mode of contact: Email (free)  Post (at a fee)

**(iii) Employment Information**

Employment status:  Employed  Self Employed  Unemployed  Retired

Other (please specify)

If employed, please state the information below:

Present occupation

Employer's name  Employer's address

If self-employed, please state the type of the business in which you operate

Business trading name

Physical location (street/ building/estate)

### 3. SOURCE OF FUNDS

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

Dividends / Interest  Salary  Gift  Loan

Maturing Investments  Pension  Savings  Inheritance

Sale or Shares  Rental Income / property Sale  Lottery / betting

Other (please specify)

### 4. 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

SUBSCRIBER PAYMENT & BANK INFORMATION (PLEASE PROVIDE YOUR BANK INFORMATION BELOW)

Account name

Account number

Bank & Branch

Clearing code  Swift code

### 5. CONTACT DETAILS (NEXT CONTACT PERSON IF INVESTOR IS UNREACHABLE)

#### Contact person (I)

Full name

Mobile No.

Postal address  Code  Town

Email

#### Contact person (II)

Full name

Mobile No.

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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.

**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                     Either                     At least two signatories

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## 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 and meets at least one of these investor pre-qualification conditions

- |   |                          |
|---|--------------------------|
| At least three (3) years' experience in the investments industry  | <input type="checkbox"/> |
| Real Estate Holdings  | <input type="checkbox"/> |
| A degree in a Finance and Investments Related Course and/or a Professional Certification                | <input type="checkbox"/> |
| Sophisticated in matters of finance and investments   | <input type="checkbox"/> |
| Has sought advice from an independent investments or financial expert                                   | <input type="checkbox"/> |
| Any other criteria that is deemed fit for the purposes of identifying a Cytonn HYS prospective Investor | <input type="checkbox"/> |
| Specify   | <input type="text"/>     |

### (ii) Admission to partnership

Cytonn HYS is a privately placed investment product that operates under the regulatory framework of the Capital Markets Securities Public Offers Listings Disclosures Regulations 2002, Section 21, - Meaning of Private Offers. Specifically, your invitation as a qualified investor is to join as an investment partner of Cytonn HYS. The common interest of the investment partners of Cytonn HYS is to get higher yields than is commonly accessible in the market and the proceeds are invested according to the Investment Policy Statement as approved by the Advisory Board of Cytonn HYS. Your invitation, which has to be approved by an existing partner, is based on the aforementioned common interest and the demonstrated sufficient knowledge and understanding of the risks involved in Cytonn HYS, as demonstrated in the Cytonn HYS investor pre-qualification conditions.

Admitting partner name

Admitting partner code

Signature  Date

### (iii) Documents to be provided FOR INDIVIDUALS

#### 1. KYC Documents:

- |   |                          |                      |
|---|--------------------------|----------------------|
| i. Copy of ID or Passport                                 | <input type="checkbox"/> | <input type="text"/> |
| ii. Copy of PIN (TAX) certificate                         | <input type="checkbox"/> | <input type="text"/> |
| iii. Copy of tax exemption certificate (where applicable) | <input type="checkbox"/> | <input type="text"/> |

#### 2. Proof of banking details shall be any of the following:

- RTGS, EFT or any other Electronic Funds Transfer instructions document containing your bank details or
- Cheque or
- Bank Statement (not more than 3 months old) or
- Certified letter confirming bank account details.

### (iv) Documents to be provided FOR CORPORATES:

#### 1. Founding Documents:

- |  |                          |                      |
|--|--------------------------|----------------------|
| i. Companies - Certificate of Incorporation or                       | <input type="checkbox"/> | <input type="text"/> |
| ii. Partnership - Partnership Agreement or                           | <input type="checkbox"/> | <input type="text"/> |
| iii. Other legal entities - Constitution or other founding documents | <input type="checkbox"/> | <input type="text"/> |



2. Other Documents:

- i. Resolution mandate authorizing the investment by the entity, officers authorized to transact on behalf of the entity and their signing mandate.
- ii. Companies - Certificate of Incorporation or
- iii. Copy of PIN (TAX) certificate
- iv. Copy of tax exemption certificate (where applicable)

<input type="checkbox"/>	Comments
<input type="checkbox"/>	Comments
<input type="checkbox"/>	Comments
<input type="checkbox"/>	Comments

3. Documents from Authorized Representative:

- i. Copy of ID or Passport

<input type="checkbox"/>	Comments
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4. Proof of banking details shall be any of the following:

- RTGS, EFT or any other Electronic Funds Transfer instructions document containing your bank details or
- Cheque or
- Bank Statement (not more than 3 months old) or
- Certified letter confirming bank account details.

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

Financial Advisor																												
Branch									Telephone																			
Signature													Date	D	D	M	M	Y	Y	Y	Y							

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

Name													Signature												
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