

Requirement checklist:

Please see below the list of required documentation to amend/update your account per client category. Kindly submit them along with this duly filled form

		Client	Branch officer	KSL officer
Self Help Groups	1. Two recent coloured Passport size photograph of each Signatory			
	2. Certified copies of a valid Kenyan ID/Kenyan passport (Personal Detail/ Bio data page and Renewal page i.e. last three pages) of each signatory (verifiable on iPRS)			
	3. Introduction letter from relevant registration authority indicating name and ID numbers of signatories not more than a year old			
	4. A list of members of the group with ID numbers duly signed by members and stamped by the relevant registration office.			
	5. Copy of Group constitution, certified by the relevant registration office			
	6. Copy of registration certificate, certified by the relevant registration office			
	7. Minutes to resolving opening of a CDS account with Kingdom Securities Ltd			
	8. Certified copy of bank statement/ cheque leaf /bank card (front side only)			
	9. All documents must bear the stamp/seal of the group			
	10. search fee of Kshs1500 deposited to account number 01320370011205			
Business accounts, Clubs, Society, Association, Mission, NGO, Trade Union	1. Two recent coloured Passport size photograph of each Signatory			
	2. Certified copies of a valid Kenyan ID/Kenyan passport (Personal Detail/ Bio data page and Renewal page i.e. last three pages) of each director/officials and signatory where they are not directors (verifiable on iPRS)			
	3. Where the signatories are not the directors/officials of the entity, a resolution or letter from the officials authorizing the current signatories to operate the account on behalf of the entity			
	4. Certified copy of registration certificate			
	5. KRA PIN Certificate for the institution and for each official/ signatory/ director			
	6. Copy of CR 12 (from e-citizen) or Memorandum and Article of Association/ Entity's constitution			
	7. A directors Resolution to open the CDS account with Kingdom Securities Limited on letter head, specifying the signing mandates with which the account will be operated and naming the signatories to the account OR Minutes to resolve opening of a CDS ac with Kingdom Securities Ltd			
	8. Certified copy of bank statement/ cheque leaf /bank card (front side only)			
	9. Introduction letter from relevant authority e.g. Ministry of Education, Social Services, Church HQ, Central Organization of Trade Unions, NGO Registration Board, issued within the same year			
	10. Certificate of incorporation or certificates of approved enterprise for foreign limited liabilities			
	11. All documents must bear the seal/stamp of the institution			
	12. SEARCH FEE deposited to A/c 01320370011205 -COMPANY SECRETARY and receipt attached			
Search fee	Business Name and Ltd Companies kshs1,000, NGO's Kshs4,500, Trade unions Kshs2,500 , SACCOs Kshs2500, Power of Attorney Kshs3500.			

Client	Signature:	Branch officer	Signature:	KSL officer	Signature
			Date and Stamp		Date and Stamp
	Date				

For Official use:

Official use	Maker	Sign	Checker	Sign
Name on Perago				
Clear vision				
Registered				
Update				
Mapped				
No Errors				

CLIENT CODE		CDS/DERIVATIVES ACCOUNT NUMBER		
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I/We wish to amend my/our CDS / Derivatives account and undertake to comply, observe and be bound by the Terms and Conditions in force and as amended from time to time pertaining to such accounts.

We wish to update:
 1. _____ 2. _____ 3. _____ 4. _____

I/We confirm that the information given herein is true and complete.

Organization Details

Organization name:			
Registration number:		Date of incorporation/registration:	
Nature of business:			
Physical Address: Building _____ Street/Highway _____ Floor _____ Tower _____			
Postal Address:		Postal code:	Town:
Telephone (office):		Email Address:	
Country of business registration:		Country(ies) of operation:	
KRA PIN _____			
Main source of funds:		Other source(s) of funds:	
Monthly turnover <input type="checkbox"/> 1-100,000 <input type="checkbox"/> 100,001-500,000 <input type="checkbox"/> 500,001-1,000,000 <input type="checkbox"/> 1,000,001-5,000,000 <input type="checkbox"/> Over 5,000,000			
Associated company (ies) 1. _____ 2. _____			
Associated company (ies)/Contact Person Name:		Associated company (ies)/Contact Person address:	Associated company (ies)/Contact Person mobile number:

Bank Account Details (Attach a copy of Bank card/Bank Statement/ Cancelled cheque)

I/We would like to receive my/our shares proceeds through the following bank account:

Bank:	Account name:
Branch:	Account number:
SWIFT code:	Sort Code/Routing/ SWIFT/IBAN:

1st Signatory

(select) Mr./Mrs./Ms./Dr./Prof./Dr/Hon./Pct./Rev/ Other		
Affix passport size photo or indicate photo number	First Name:	Gender <input type="checkbox"/> Male <input type="checkbox"/> Female
	Middle Name(s):	ID/ Passport Number
	Surname:	Nationality
	Designation:	Other Nationality
	Date of Birth: DD MM YYYY	Civil/Marital status
	Passport Expiry Date: DD MM YYYY	Visa Expiry Date: DD MM YYYY
	Work Permit Expiry: DD MM YYYY	Occupation/ Nature of Business
	My Phone number:	My Other phone number:
	My Office Phone Number:	KRA PIN/Tax ID no.
	Email address:	
Specimen Signature (sign at the center of the box)		
Physical address: (State, No. or, Town, Street/road)		
Postal Address		
Country/State of residence:		
Country of residence:		
Name of Employer:		
Job Title:		
TAX Country:		
Source of Funds:		

2nd Signatory

Affix passport size photo or indicate photo number	First Name:	Gender <input type="checkbox"/> Male <input type="checkbox"/> Female
	Middle Name(s):	ID/ Passport Number
	Surname:	Nationality
	Designation:	Other Nationality
	Date of Birth: DD MM YYYY	Civil/Marital status
	Passport Expiry Date: DD MM YYYY	Visa Expiry Date: DD MM YYYY
	Work Permit Expiry: DD MM YYYY	Occupation/ Nature of Business
	My Phone number:	My Other phone number:
	My Office Phone Number:	KRA PIN/Tax ID no.
	Email address:	
Specimen Signature (sign at the center of the box)		
Physical address: (State, No. or, Town, Street/road)		
Postal Address		
Country/State of residence:		
Country of residence:		
Name of Employer:		
Job Title:		
TAX Country:		
Source of Funds:		

FOREIGN ACCOUNT TAX COMPLIANCE ACT (FATCA) QUESTIONNAIRE

1st Applicant		Tick	2nd Applicant		Tick
1	Are you a U.S. Resident?	Y N	1	Are you a U.S. Resident?	Y N
2	Are you a U.S. Citizen?	Y N	2	Are you a U.S. Citizen?	Y N
3	Are you holding a U.S. Permanent Resident Card (Green Card)?	Y N	3	Are you holding a U.S. Permanent Resident Card (Green Card)?	Y N
4	Were you born in the U.S?	Y N	4	Were you born in the U.S?	Y N
5	Have you granted power of attorney or signatory authority to a person with a U.S. address?	Y N	5	Have you granted power of attorney or signatory authority to a person with a U.S. address?	Y N
6	Do you have a U.S. residential address?	Y N	6	Do you have a U.S. residential address?	Y N
7	Do you have a correspondence, C/O or Hold mail address in the U.S?	Y N	7	Do you have a correspondence, C/O or Hold mail address in the U.S?	Y N
8	Do you have a standing order to a U.S. Bank Account?	Y N	8	Do you have a standing order to a U.S. Bank Account?	Y N
9	Do you have a U.S. telephone No.?	Y N	9	Do you have a U.S. telephone No.?	Y N

If you answered Yes to any of the above questions, you will be required to additionally submit a **W-9 Form** in line with FATCA regulations

Research and advisory (Tick Appropriately)

I/we would wish to subscribe for Kingdom Securities research reports, stock meter, corporate actions, e.t.c. Yes No
I fully understand that opinions and material on the report are for information purposes only

Signing Instruction (Tick Appropriately)

Sole Either to Sign All to Sign Other(specify) _____

I/we agree to be bound by terms and conditions pertaining to email and online services.

(Tick Appropriately): Yes No Email address: _____

Declaration

I/we agree that this account shall be operated solely at the discretion of the Kingdom Securities Limited and agree to hereby indemnify the Kingdom Securities Limited at my/our cost against any loss or claims arising out of the account(s) being closed by the Kingdom Securities Limited without notice due to unsatisfactory performance.

I/we agree to comply, observe and be bound by Kingdom Securities Limited General Terms and Conditions and Tariffs available on www.kingdomsecurities.co.ke, or such other websites as the Kingdom Securities Limited may designate as its official website from time to time on this day _____ month _____ year _____

I/we confirm having understood that my/our personal information provided in this application form shall be processed in accordance with the provisions of the Data Protection Act, 2013, and where applicable the General Data Protection Regulation (EU) 2016/679 or all other applicable laws as may be amended from time to time.

Signed: 1st Applicant

Signed: 2nd Applicant

Name: _____

Date: _____

Name: _____

Date: _____

For Official use only:

Investment objectives: _____

Risk tolerance: Low () Moderate () Low-Medium () Medium () High () Comments: _____

AML risk rating: High () Medium () Low () Comments: _____

PEP status: Principal PEP Yes () No () Comments: _____

PEP Associate Yes () No () Comments: _____

Witnessed & Verified By:

Authorized/Checked by:

Name Date Sign & Stamp

Name Date Sign & Stamp

CDS ACCOUNT AMENDMENT (CDS 1B) FORM

CDA CODE

CDS ACCOUNT NUMBER

CLIENT EXISTING ACCOUNT DETAILS

PLEASE FILL DETAILS IN BLOCK

For Individual/Joint/Minor Account(s):

Surname* Other Names* Gender Male Female

ID Number/Passport Number* KRA PIN*

Birth Certificate Number (for Minor Accounts)

Telephone Number* Postal Address

Email Address*

For Joint Account(s):

Surname* Other Names* Gender Male Female

ID Number/Passport Number* KRA PIN*

Birth Certificate Number (for Minor Accounts)

Telephone Number* Postal Address

Email Address*

For Corporates:

Business Registration/Company Name*

Registration Number* KRA PIN*

Telephone Number* Postal Address

Country of Registration* Physical Location (Town/City)*

Physical Location (Plot/Building Name) Physical Location (Road/Street)

Email Address*

CLIENT INFORMATION UPDATE

INFORMATION BEING UPDATED
(TICK AS APPROPRIATE)

- | | | |
|--|---|---|
| <input type="checkbox"/> Email Address | <input type="checkbox"/> KRA PIN | <input type="checkbox"/> Country of Residence |
| <input type="checkbox"/> Physical Location | <input type="checkbox"/> Taxation Status | <input type="checkbox"/> Phone Number |
| <input type="checkbox"/> Postal Address | <input type="checkbox"/> Passport Expiry Date | <input type="checkbox"/> Source of Investment Funds |
| <input type="checkbox"/> Nationality/Citizenship | <input type="checkbox"/> Payment Details | |

1. Updated Email Address

2. If identification is Passport, updated Passport Expiry Date:

3. Country of Residence



CLIENT INFORMATION UPDATE

4. Updated Tax Status: Non-Resident: Tax Exempt: (please attach a copy of your tax exemption certificate)
5. Updated Nationality/Citizenship:
6. Updated Phone Number:
7. Updated KRA PIN:
8. Updated Postal Address: Postal Code:
9. Updated Physical Location: Town/City: Estate Location:

UPDATED SOURCE OF INVESTMENT FUNDS

- Source of Investment Funds:
- a) If in Employment:
- Name of Employer:
- Employer's Postal Address: Employer Telephone number:
- Employer Email Address:
- b) If in Business:
- Name of Business Enterprise:
- Incorporation Certificate No:
- Postal Address: Telephone Number:
- Email Address:
- Registered Office Location (Town/City, Building Name, Street/Road Name):

UPDATED PAYMENT DETAILS (Dividend Disposal and Proceeds of Sale)

- Domestic Bank International Bank Mobile Money Payment.

BANK DETAILS

- Account Number:
- Account Name:
- Bank Name:
- Branch Code Bank Swift Code
(Domestic Banks) (International Banks)
- Currency (International Banks): GBP: EURO: USD: KES: USH: TZSH: RFRANC:
- Indicate any other currency:

MOBILE MONEY PAYMENT DETAILS (Applicable only to Local Investors)

- Mobile Operator Phone Number



UPDATED SIGNATORY DETAILS

PLEASE FILL DETAILS IN BLOCK

Surname*	<input type="text"/>	Other Names*	<input type="text"/>
Designation	<input type="text"/>		
ID/Passport Number*	<input type="text"/>	Passport Expiry Date	<input type="text"/>
ID Type*	National ID <input type="checkbox"/>	East African ID <input type="checkbox"/>	Passport <input type="checkbox"/> Alien ID <input type="checkbox"/>
Date of Birth*	<input type="text"/>	Nationality/Citizenship*	<input type="text"/>
KRA PIN*	<input type="text"/>	Country of Residence	<input type="text"/>
Postal Address	<input type="text"/>	Postal Code	<input type="text"/> City/Town <input type="text"/>
Telephone Number*	<input type="text"/>	Country Code	<input type="text"/>
Email Address*	<input type="text"/>		
Physical Residential Address			
County/State	<input type="text"/>	Estate/Court	<input type="text"/> Road/Street <input type="text"/>
House/Flat Number	<input type="text"/>		

SIGNATORY DETAILS (IF APPLICABLE)

PLEASE FILL DETAILS IN BLOCK

Surname*	<input type="text"/>	Other Names*	<input type="text"/>
Designation	<input type="text"/>		
ID Type:	National ID <input type="checkbox"/>	East African ID <input type="checkbox"/>	Passport <input type="checkbox"/> Alien ID <input type="checkbox"/>
ID/Passport Number*	<input type="text"/>	Passport Expiry Date	<input type="text"/>
Date of Birth*	<input type="text"/>	Nationality/Citizenship*	<input type="text"/>
KRA PIN*	<input type="text"/>	Country of Residence	<input type="text"/>
Postal Address	<input type="text"/>	Postal Code	<input type="text"/> City/Town <input type="text"/>
Telephone Number*	<input type="text"/>	Country Code	<input type="text"/>
Email Address*	<input type="text"/>		
Physical Residential Address			
County/State	<input type="text"/>	Estate/Court	<input type="text"/> Road/Street <input type="text"/>
House/Flat Number	<input type="text"/>		

ARE YOU OR ANY OTHER PERSON CONNECTED WITH THE APPLICATION CLASSIFIED AS A POLITICALLY EXPOSED PERSON (P.E.P) OR CONNECTED TO A P.E.P? (IF CORPORATE ACCOUNT, TO BE FILLED BY THE DIRECTORS)

YES NO

If yes, specify the name of the person and the relationship.



CLIENT DECLARATION

1. I/We certify that the information I/we have provided on this form and the documents I/we have attached is true, accurate and complete.
2. I/We understand that provision of any false or misleading information limits CDSC's ability to promote my/our right to privacy and when intentional, is a punishable criminal offence under the Laws of Kenya.
3. I/We certify that I/we have carefully read the Terms & Conditions and Privacy Notice attached to this form and I/we understand why you collect my/our personal information and how you safeguard my/our privacy.
4. I/We authorize CDSC to use the information collected in this form to open and maintain my/our securities account and for other related purposes.
5. I/We will notify CDSC or my/our CDA of any change of my/our information presented in this form and the documents I/we have attached.
6. I/We shall indemnify CDSC against any claims arising out of the provision of any false or misleading information or for any costs or loss arising out of my/our conduct of the account.

Name	<input type="text"/>	Signature	<input type="text" value="INSERT SIGNATURE"/>	Date	<input type="text"/>
Name	<input type="text"/>	Signature	<input type="text" value="INSERT SIGNATURE"/>	Date	<input type="text"/>
Name	<input type="text"/>	Signature	<input type="text" value="INSERT SIGNATURE"/>	Date	<input type="text"/>
Name	<input type="text"/>	Signature	<input type="text" value="INSERT SIGNATURE"/>	Date	<input type="text"/>

CDA SECTION

We hereby irrevocably guarantee that we shall make good any claim arising from the said changes and hereby indemnify in full and hold CDSC Limited, its directors, employees and officers harmless against all claims, consequences, liabilities and damages of any kind and costs whatsoever directly arising from or relating to the account information update.

Witnessed and verified by: Designation:

Date Signature

Authorized: Designation:

Date Signature

CDA Stamp/Seal



TERMS AND CONDITIONS

The relationship between you and CDSC is governed by the laws of Kenya, as well as the following terms and conditions and subject to any further agreement entered between the parties in writing. This Agreement is between the Central Depository and Settlement Corporation Limited (CDSC) and you.

YOU ARE:

- An individual acting in your personal capacity or a legal entity established in accordance with the laws applicable in Kenya;
- Two or more individuals operating a joint account in your joint and several capacities in these Terms and Conditions, the term "You" and "Your" may be used interchangeably with "account holder".

1. DEFINITIONS

In these terms and conditions the following expressions shall unless the context otherwise requires, have the meanings hereby assigned to them:

- a) "Account" means a Central Depository System Account (CDS Account) opened with CDSC in the name of an investor for purposes of transacting in various securities, and "Account holder" shall be construed accordingly;
- b) "Account maintenance fee" means the minimum fee that a Central Depository System Account (CDS Account) holder shall be charged by the CDSC as an account maintenance fee;
- c) "CDSC" means Central Depository Agent, an entity that is appointed by CDSC to provide services to investors on behalf of CDSC;
- d) "CMA" means the Capital Markets Authority. The regulatory agency that regulates the capital markets in Kenya;
- e) "NSE" means the Nairobi Securities Exchange, the electronic platform where the buying and trading of multiple varieties of public companies occurs;
- f) "Pledge" means the use of securities held in a securities account as collateral to secure borrowing;
- g) "Pledges" means the person in whose favor the securities are pledged;
- h) "Private Transfer" means the transfer of securities from one party to another outside the exchange;
- i) "Securities" means financial instruments or assets in a securities account that can be traded;
- j) "Services" means actions and/or products performed, offered or not based by the CDSC in relation to a CDS account and include but are not limited to account opening, account maintenance, account operations, and also may include, securities transfer, securities pledging, securities releasing, immobilization, securities lending and borrowing, Mobile apps, Chatbots, Web portals, SMS alerts, USSD short codes;
- k) "Your details" means details that cannot change or do not change often. Such details include but are not limited to age, gender, name and identification number;
- l) "We" means the Central Depository and Settlement Corporation or "CDSC", a limited liability company that is licensed to provide depository and settlement services to the capital markets in Kenya.

2. INTERPRETATION

- 2.1 The plain meaning of the terms and conditions hereafter have been ascertained for purposes of convenience only and shall not be taken into account in its interpretation;
- 2.2 Any reference to statute, enactment or by-law shall be a reference to that statute, enactment or by-law as at the signature date and thereafter as may be amended from time to time;
- 2.3 Words denoting the singular number only shall include the plural and vice versa. Words denoting any gender include all genders;
- 2.4 Where an obligation is undertaken by two or more persons jointly they are to be jointly and severally liable in respect of that obligation.

3. ACCOUNT OPENING

- 3.1 You may open a CDS Account through a CDA or other means as CDSC may practice and provide;
- 3.2 All investors shall use the designated forms and channels to open an Account;
- 3.3 You shall submit the Account Opening Form accompanied with all the necessary identification documents to your CDA for verification and further instructions to be followed;
- 3.4 All our communications to you will be sent using the contact details provided when opening the account or you may otherwise specify in writing;
- 3.5 You are free to register your account with multiple CDAs;
- 3.6 Two or more account holders may open and operate a joint account in their names;
- 3.7 Where an Account is opened on behalf of a trust, only a person/legal guardian of the trust shall open and operate the Account on the trust's behalf;
- 3.8 Where an Account is opened on behalf of a legal person/entity, the authorized representative of the legal person shall open and operate the Account on its behalf;
- 3.9 The CDSC has the right to deal with the account in accordance with the Agreement entered into with you, the Investor through your opening and maintaining of an Account.

4. ACCOUNT OPERATIONS

4.1 General Account Management

- 4.1.1 CDSC shall endeavor to provide various digital channels for the purposes of granting you real time access to your account;
- 4.1.2 You will be responsible for paying all fees for transactions and all expenditures incurred on the Account;
- 4.1.3 CDSC shall provide various channels through which you can access your account. You need to notify us within 24 hours of you becoming aware that your account has been compromised. If there is unauthorized access to your account or your digital channel electronic channel approval and you do not tell CDSC that your information and credentials are at risk, CDSC will provide any transactions undertaken on your account as though they have been undertaken by you and you shall bear full responsibility for them.

4.2 Account Transfer

- 4.2.1 You may transfer an account, as well as the securities held in the account from one CDA to another;
- 4.2.2 Account transfers shall be effected through the available digital channels or by filling out the prescribed forms as per the Central Depository Operation Procedures.

4.3 Securities Pledging

- 4.3.1 You may use securities held in the Account as collateral with a financial institution for a financing facility;
- 4.3.2 Securities that have been pledged as collateral may not be traded or otherwise transferred until the pledge is discharged and the security released;
- 4.3.3 All the proceeds arising from the pledged securities during the duration of the pledge shall belong to you. Such proceeds may include dividends, bonus shares and other corporate actions;
- 4.3.4 All pledge and unpledge release documents and processes shall be in the format approved by CDSC from time to time;
- 4.3.5 CDSC will not be liable for any loss whatsoever that you may suffer as a result of you pledging your securities;
- 4.3.6 You shall be liable for all costs and charges relating to pledging your securities and related processes.

4.4 Private Transfer

- 4.4.1 CDSC approves and effects private transfers of securities relating to rights to receive dividends and to exercise matters;
- 4.4.2 CDSC also effects the private transfer of securities between legal persons as approved by the Capital Markets Authority;
- 4.4.3 You or your representative must fill out the prescribed form and attach all the requisite documents;
- 4.4.4 The account holder is responsible for paying the prescribed private transfer fees.

5. ACCOUNT MAINTENANCE

5.1 Account Information

- 5.1.1 CDSC shall send you a statement of account through the electronic mail address provided by you to us on your account opening form or the account holder's name here;
- 5.1.2 You may request a physical statement of your account activity on request and at payment of the prescribed fees;
- 5.1.3 You shall be responsible for the accuracy of any information provided by yourself or your agent relating to your account;
- 5.1.4 Any corrections or amendments to account information shall be done in the manner prescribed by CDSC.

5.2 Account Suspension

- 5.2.1 Securities account may be suspended or restricted from a court order, or regulatory sanction by CMA, NSE or by CDSC if the circumstances so may be provided by the law;
- 5.2.2 You may also request that your account be suspended/ frozen. For this, you shall send clear instructions to the CDSC through the CDA to facilitate account suspension;
- 5.2.3 You shall be entitled to dividends or other corporate actions that accrue on your account during the duration of the suspension.

5.3 Account Closure

- 5.3.1 Securities account may be closed on instructions from a court order, or regulatory sanction by CMA, NSE or by CDSC if the circumstances so may be provided by the law;
- 5.3.2 You may choose to close your account for your own reasons;
- 5.3.3 You shall send clear instructions to the CDSC through the CDA to facilitate account closure;
- 5.3.4 Accounts that have no corporate action details are closed by CDSC on the creation of a new account in the name of the investor.



6. JOINT ACCOUNTS

- 6.1 These Terms and Conditions apply to accounts opened on your joint account together and as individuals. You can give us instructions about your joint accounts in line with the signing mandate provided in the account opening/maintenance form.
- 6.2 However, if there is a dispute between you that we know about, we may suspend all products and services on the account and hold that you are jointly give all instructions in French or with a court order relating to the disputed account.
- 6.3 In the event of the death of a joint holder, the right of survivorship shall apply.

7. MINOR ACCOUNTS

- 7.1 Upon the attainment of the age of 18 the minor shall be required to register the CDS account by providing identity documentation and changing the account mandate.

8. PRIVACY, CONFIDENTIALITY AND NON DISCLOSURE

- 8.1 It is our binding of your personal data, CDSC undertakes to adhere to the latest strictest possible to the principles of data protection and statutory requirements, stipulated in the Central Depository Act, Rules and Procedures issued thereunder, the Kenya Data Protection Act No. 24 of 2019 and Regulations thereunder, the EU General Data Protection Regulation 2018 and the various international best practices on data protection.
- 8.2 Any information that you provide to us is subject to our Privacy Policy, which governs our collection and use of your personal information. You understand that through our use of our Services you consent to the collection and use of the information, including the transfer, storage, processing and usage of this information in accordance with the Privacy Policy and the laws governing the operations of CDSC.

9. DATA PROTECTION RIGHTS AND OBLIGATIONS

- 9.1 CDSC collect and process personal information from you and share it with:
The CDSC and its affiliates and its service providers for the purposes of providing our products and services to you, and to comply with the legal and regulatory obligations of the CDSC; any party to whom we assign our rights under these terms and conditions or any of our agreements for particular products and services, with our regulators and authorities or other supervising agencies, including fraud detection and prevention agencies, and Third party service providers that process your personal data in conjunction with us or on our behalf. These third party providers, whether local or third parties, are contractually obligated to process your personal data in line with our privacy and security policies. The third parties may be located within your country of residence or in another country.
- 9.2 We are responsible for ensuring that your personal information is processed lawfully and in a reasonable manner that does not infringe on your privacy. Your personal information will not be disclosed to anyone else without your consent unless the CDSC is legally required or permitted to disclose it.
- 9.3 We collect this data to assess your application for any of our products and/or services and, if successful, provide you with the products and/or services as described in these terms and conditions.
- 9.4 Where otherwise specified, you must provide all of the personal data requested in our application forms. If you do not provide us with the required information, we may suspend your access to the products and/or services for some time or terminate our relationship with you as a customer.
- 9.5 We may carry out further processing of your personal data for historical, research and statistical purposes or to comply with our legal obligations.
- 9.6 Except for the circumstances of permitted disclosure stipulated under the Central Depository Act and other legislation, CDSC may only disclose information regarding a CDS Account or other data from you.
- 9.7 As part of offering service, we may need to send you certain letters and notices and messages. These communications are considered part of important services for your account. We may also use your personal data for carrying out automated decisions that may impact you, if you are satisfied about the outcome of any decision, please contact CDSC or your CDA.
- 9.8 We will keep your personal data only for as long as is necessary and in compliance with applicable law and regulations. After this time, your personal data will be securely destroyed or de-identified. You understand that even if you withdraw or withdraw your consent and we suspend the provision of any product or service or terminate the relationship with you, we may be required to continue processing and storing any of your personal information that is already in our possession.
- 9.9 To the extent that the law of Kenya permits, you have the following rights regarding your personal information:
To access your personal information that we have or record. To ask us to correct any incorrect personal information in our records. These requests must be specific as to what you want to delete or identify your personal information. You can also object to our processing of your personal information. These requests must be sent to us in writing. However, if you ask us to do this we may have to suspend the provision of products and/or services for some time or terminate our relationship with you. CDSC reserves the right to legally disclose personal information, which means we may not be able to delete or identify your personal information immediately upon request. You may also ask us to pass your personal information to another party in terms of applicable Kenyan data privacy legislation.
- 9.10 If you have a complaint relating to the provision of your personal information, including how we collect, process it, please contact us. If you believe that your complaint has not been dealt with satisfactorily, you may lodge a complaint with the Data Protection Commission.

10. SAFEGUARDING AGAINST MONEY LAUNDERING AND OTHER FINANCIAL CRIMES

- 10.1 As a Financial Market Infrastructure service provider and intermediary, we operate various and safeguarding relating to international sanctions, the detection and prevention of fraud, terrorism, and prohibited business activity both within and outside Kenya. We also have various reporting obligations under the Kenya Anti-Money Laundering Act, and the USA PATRIOT. These obligations, controls and safeguards may differ or present as them providing our products and services to you, or require us to terminate the Agreement and our agreements for particular products and services. Subject to any restriction imposed by local or international law.
- 10.2 You agree to provide information and documents about yourself and about your investment transactions reasonably required to assist us in operating the controls and safeguards.

11. ACKNOWLEDGMENT OF RISK

- 11.1 You hereby accept the risks and benefits inherent in and associated with the investments in securities that may be the result in profit or losses.
- 11.2 The CDSC does not bear liability for any error of judgment or mistake of law or for any loss arising out of any of your investment decisions or for any act or omission in carrying out its duties pursuant to your instructions.

12. SEVERABILITY OF TERMS

- 12.1 Each of the provisions of these Terms and Conditions is severable and distinct from the others and if at any time one or more of these provisions is or becomes held to be illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
- 12.2 If any term herein shall become invalid, illegal or unenforceable, such term will remain in suspension until such time as such term is amended as agreed in writing between the parties.

13. GENERAL

- 13.1 Keeping your contact details up to date
You agree to always provide us with:
 - Your current P.O. Box number or your postal address
 - A functioning telephonic/phone number at which we can reach you
 - A functioning and current email
 You agree that we may use any of the contact details that you have not provided to us for all legal purposes.
- 13.2 Contact Details - Your Risk
If you do not keep your contact details up to date and ensure any telephone number and email address provided are functioning, you may not receive important communications from us that may affect your legal position.
- 13.3 Delivery of Communications
You agree as follows: When we send you certain SMS, or other electronic messages, they are deemed to be delivered by the end of the day we send them. This Electronic Communication Delivery Period unless you can demonstrate otherwise.
- 13.4 Business Days
In these Terms and Conditions, and the agreements for particular products and services, the term "business day" means any day other than a Saturday, Sunday or a public holiday in Kenya.
- 13.5 Service Outages
13.5.1 Our products and services rely on technological infrastructure such as mobile network providers, internet service providers, third terminal, and computer systems.
13.5.2 You understand and accept that service outages occur.
13.5.3 During a service outage, it may not be possible for you to execute and use our products and services, and there may be delays in your transactions being processed and being reflected in your account statements, or delayed transactions.
- 13.6 Our Partners' Services
13.6.1 We will, from time to time, enter into agreements with third party commercial partners that they will provide complementary services to you concerning some of our products and services, or that they will offer you their services on special terms.
13.6.2 Our partners are solely responsible for their services and their terms and conditions will apply.
- 13.7 Changing our Terms and Conditions
13.7.1 We can change these Terms and Conditions at any time. Any changes to the TNCs will be posted on our website. Any addition or alteration of these Terms and Conditions made from time to time by CDSC shall be fully binding upon you from the day they are effected as if the same were contained in these Terms and Conditions.
13.7.2 Any change to these Terms and Conditions or an agreement for a particular product or service that we authorized self and CDSC agrees with you must be in writing.
13.7.3 The changes that we can make to our products and services agreements and the manner in which changes are made may be provided or limited by law.
13.7.4 If you continue to use a product or service after a change comes into effect, you will be deemed to have accepted the change and the change will apply to you.



- 13. Withdrawal of Our Rights**
If we do not always enforce our rights, it does not mean we have given them up.
- 13.2. Conflicts with other Agreements**
If there is a conflict between these Terms and Conditions and an earlier continuing agreement for one of our products or services, the terms of these Terms and Conditions will prevail.
- 14. GOVERNING LAW AND JURISDICTION**
- 14.1** The Account Opening Form, Account Maintenance Form, these Terms and Conditions and any other documents executed to be executed by you in connection with your account are governed by and construed in accordance with the law of the Republic of Kenya and the exclusive jurisdiction of the High Court.

ABBREVED PRIVACY NOTICE

We are committed to protecting your privacy when dealing with your personal data. This Privacy Policy provides an overview of the information we collect about you and how we use and protect it. It also provides information about your rights. You can find more details in our full privacy policy available at www.cdsc.or.ke.

- 1. INFORMATION ABOUT CDSC**
In this privacy notice, we refer to "we", "us" or "our" as "CDSC" as The Central Depository & Settlement Corporation Limited (CDSC). CDSC sometimes appoints Agents known as Central Depository Agents (CDAs) who assist us in opening and maintaining your account. Maintaining your account involves account verification, debits/credits, interest and suspension of accounts, withdrawals, transfers, pledges, discounts & Practices.
- 2. SCOPE OF THE PRIVACY NOTICE**
This privacy notice applies to our financial/CDS account holder or anyone who interacts with us about our products and services in any way. CDSC may refer to these individuals as "you," "your" or "yours".
- 3. HOW WE COLLECT YOUR PERSONAL DATA**
For purposes of offering our products and services to you, we collect personal data directly from you through your contact with us or indirectly from third parties who act on our behalf such as Central Depository Agents appointed pursuant to the Central Depositories Act, State Regulators or Regulators such as the Capital Markets Authority, the Nairobi Stock Exchange or your parent or guardian where you are minor. If you give us any information about other persons, you must ensure that they have notice of this privacy notice and have consented to its disclosure of their information. CDSC will not be held liable for collecting, use and storage of data that is later deemed to be provided without consent.
- 4. CATEGORIES OF PERSONAL DATA WE COLLECT, USE AND STORE**
CDSC processes the following categories of personal information about you, including (but not limited to) your name, gender, photograph, contact details (telephone number, email and postal address), identification information (CDSC account), financial data (bank account number, IDA/PIB number), source of funds, dividend deposit preferences, Number, location data, nationality, sensitive personal data such as information relating to your gender, race or sex or your IDA where you open an account on behalf of your child and data relating to operations and maintenance of your account, your actions on any of our services and information related to your online identifiers where you use our website or any app or technology to contact us or access our products and services.
- 5. HOW WE USE YOUR PERSONAL DATA**
The information you provide us can be used to provide you with information on our products and services and any changes regarding this, to open and maintain your account with CDSC, to facilitate clearing & settlement, transfers, pledges and release of pledges, share immobilizations, to prevent, detect and investigate crime, among other related purposes. Maintaining your account involves account verification, debits/credits, interest and suspension of accounts, withdrawals, inter-depository transfers and customer service. Should CDSC need to use your personal data for any other purposes aside from those listed above, CDSC will inform you beforehand. If you fail to provide CDSC with your personal data, CDSC may not be able to fulfil our contractual obligations or provide requisite services.
- 6. LAWFUL GROUNDS FOR PROCESSING YOUR PERSONAL DATA**
CDSC processes your personal data on the following legal bases - informed consent in the case of children's data or if we need to contact you for direct marketing purposes, as a requirement for performance of a contractual obligation, to comply with our legal obligations, for our legitimate interests, performance of tasks carried in public interest or in our capacity as a public authority, and for historical, statistical, journalistic, business and/or scientific research. Where you have provided consent, you may withdraw your consent at any time.

- 15. TRANSITION AND CONSENT**
- 15.1** By continuing to use and operate your account you will be deemed to have accepted these Terms and Conditions.
- 15.2** By agreeing to these terms and conditions, you agree that the personal information that you have provided is accurate and complete to the best of your knowledge and you consent to CDSC processing your personal data for the purposes set out herein.
- 15.3** Our Privacy Statement is published on our website and will be amended from time to time. We are committed to complying with our commitments to you, as set out in our Privacy Statement.

- 7. YOUR RIGHTS AND DUTIES**
You have the right to be informed of the use of your personal data. You also have the right to access to your information and to ask us to correct, erase and restrict the use of your information. Additionally, you have the right to object to your information being used by us and to receive your personal data in a structured, commonly used, and machine-readable format and to transmit the data to another data controller of your choosing without any hindrance. Where you have provided consent for use of your child's information, you may withdraw your consent at any time. You also have the right to limit our intervention in any automated decision-making we undertake using your data. You have a duty to promptly notify us of any changes in your personal information. If you wish to exercise any of the above rights or duties, please contact us on cdsc@cdsc.or.ke.
- 8. SHARING YOUR PERSONAL DATA**
CDSC shares your personal data internally, on a need-to-know basis. CDSC may also share your data with CDSC's regulators, share registrars and other intermediaries or entities that help us provide services to you for example our ICT service providers. We may also share your information when required to by law or court order. CDSC will take all reasonable steps to ensure your data wherever we share it with third parties. We share your personal data with CDSC, with relevant agents (CDAs) and other intermediaries and with other parties who help us provide services to you. We may also share your information when required to by law or court order. CDSC take all reasonable steps to ensure your data wherever we share it with third parties.
- 9. DATA SECURITY**
CDSC shall take appropriate technical, physical, legal, operational, and organizational measures, which are consistent with applicable privacy and data security laws and to data protection policy to ensure confidentiality, integrity, and security of your data through controls and information classification, access control, cryptography, physical and information security, environmental security and monitoring, audit and compliance. We take additional measures to secure sensitive personal data and data relating to children as prescribed by the law.
- 10. DATA RETENTION AND DISPOSAL**
There are legal and regulatory requirements for us to retain certain data, usually for a specified amount of time. We also retain data to help our business operate and to have information available when we need it. However, we do not retain all data indefinitely. CDSC will remove data, unless, or during your personal data where the purpose for collecting it is or to be contemplated at other legitimate interests. However, we may retain your information, or information relating to your account after you cease to be a customer provided it is necessary for a legal, regulatory, fiscal provision or other legitimate purposes.
- 11. DATA PROTECTION CONTACTS**
If you have any questions, comments, complaints or suggestions about this privacy policy, or any other concerns about the way in which we process information about you, please contact us at cdsc@cdsc.or.ke or call us on +254 20 2710200. Alternatively, you can write to Central Depository and Settlement Corporation Limited, Empire Tower, 10th Floor, Langata Road, Westlands, P.O. Box 3444-00100 Nairobi. We may contact you occasionally to verify your personal information and to inform you of any changes.