



<b>CUSTOMER CODE</b>		<b>CDS/DERIVATIVES ACCOUNT NUMBER</b>	
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I/We wish to update my/our information. I wish to update  
 1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

I/We declare that the information provided is accurate

1st Signatory	Select	Mr	Mrs	Ms	Dr	Prof	Hon	Pct	Rev	Other
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First Name	Middle Name(s)	Surname
ID/ Passport Number	Civil/Marital status	Nationality
My phone number	My Other Phone number	Occupation/ Nature of Business
Name of Employer	Monthly income range (Kies equivalent)	
Next of Kin's Name	Relationship	Next of Kin's Phone No
Email address		
Physical/residential address		

2nd Signatory	Select	Mr	Mrs	Ms	Dr	Prof	Hon	Pct	Rev	Other
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First Name	Middle Name(s)	Surname
ID/ Passport Number	Civil/Marital status	Nationality
My phone number	My Other Phone number	Occupation/ Nature of Business
Name of Employer	Monthly income range (Kies equivalent)	
Next of Kin's Name	Relationship	Next of Kin's Phone No
Email address		
Physical/residential address		

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

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

**Signing Instruction (Tick Appropriately)**

Sole  Either to Sign  All to Sign  Other (specify)

**Online Share Trading (OST) (Tick Appropriately)**

I/We would like to be registered for Online Share Trading (OST)  Yes  No  
 I/We agree to be bound by the terms and conditions pertaining to Online share trading services  Yes  No  
 If you request to be registered for OST, you will receive your credentials and One Time Password (OTP) via email after registration.  
 You may also register yourself on: <https://trading.kingdomsecurities.co.ke/tradeweb>

**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

**Email Instructions (Tick Appropriately)**

I/We agree to be bound by terms and conditions pertaining to email and online services,  
 (Tick Appropriately):  Yes  No Email address: \_\_\_\_\_

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](http://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, 2019, and where applicable the General Data Protection Regulation (EU) 2016/679 or all other applicable laws as may be amended from time to time.

<b>Signed: 1st Applicant</b>	<b>Signed: 2nd Applicant</b>
<div style="border: 1px solid black; height: 30px; width: 100%;"></div>	<div style="border: 1px solid black; height: 30px; width: 100%;"></div>
Name: _____	Name: _____
Date: _____	Date: _____

**For Official use only**

<b>Witnessed &amp; Verified By:</b>	<b>Authorized/Checked by:</b>
_____	_____
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 (Domestic Banks)  Bank Swift Code (International Banks)
- Currency (International Bank) 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\*  Other Names\*

Designation

ID/Passport Number\*  Passport Expiry Date

ID Type\* National ID  East African ID  Passport  Alien ID

Date of Birth\*  Nationality/Citizenship\*

KRA PIN\*  Country of Residence

Postal Address  Postal Code  City/Town

Telephone Number\*  Country Code

Email Address\*

Physical Residential Address

County/State  Estate/Court  Road/Street

House/Flat Number

### SIGNATORY DETAILS (IF APPLICABLE)

PLEASE FILL DETAILS IN BLOCK

Surname\*  Other Names\*

Designation

ID Type: National ID  East African ID  Passport  Alien ID

ID/Passport Number\*  Passport Expiry Date

Date of Birth\*  Nationality/Citizenship\*

KRA PIN\*  Country of Residence

Postal Address  Postal Code  City/Town

Telephone Number\*  Country Code

Email Address\*

Physical Residential Address

County/State  Estate/Court  Road/Street

House/Flat Number

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 (herein CDSC) and you.

### YOU ARE:

- An individual acting in your personal capacity or a legal entity established in accordance with the laws of Kenya.
- Two or more individuals operating a joint account in your joint and personal 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:

1. "Account" means a Central Depository System Account (CD5 Account) opened with CDSC in the name of an investor for purposes of investing in various securities, and "account holder" shall be construed accordingly.
2. "Account maintenance fee" means the remuneration for a Central Depository System Account (CD5 Account) which shall be charged by the CDSC as an account maintenance fee.
3. "CDSC" means Central Depository Agent, an entity that is appointed by CDSC to provide services to investors on behalf of CDSC.
4. "CMAC" means the Capital Markets Authority. The regulatory agency that regulates the capital markets in Kenya.
5. "YSE" means the Nairobi Securities Exchange, the automated platform where the buying and selling of multiple securities of public companies occur.
6. "Pledge" means the use of securities held in a securities account as collateral in a loan agreement.
7. "Pledged" means the person or whose securities are pledged.
8. "Private Parties" means the transfer of securities from one party to another outside the exchange.
9. "Securities" means financial instruments or assets in a securities account that can be traded.
10. "Service" means actions and/or products performed, offered or facilitated by the CDSC in relation to a CD5 account and includes but are not limited to account opening, account maintenance, account operations, securities custody, securities transfer, securities pledging, securities receiving, introduction, securities lending and borrowing, Mobile apps, Chatbot, Web portal, SMS alerts, USSD short codes.
11. "Trade details" means details that concern change or do not change orders. Such details include but are not limited to age, price, name and identification number.
12. "You" means the Central Depository and Settlement Corporation or "CDSC", a limited liability company that is licensed to provide depository and settlement services to the participants in Kenya.

## 2. INTERPRETATIONS

- 2.1 The clause headings in this terms and conditions document have been included 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 Where denoting the singular a word may also include the plural and vice versa. Where denoting the gender a word shall be gender neutral.
- 2.4 Where an obligation is a liability for 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 CD5 Account through a CDA or other means as CDSC may prescribe 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 transmission to us.
- 3.4 All our communication to you will be sent using the contact details provided when opening the account or you may otherwise notify us 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 the name of.
- 3.7 Where an Account is opened on behalf of a minor, only a parent/legal guardian of the minor shall open and operate the Account on the minor's behalf.
- 3.8 Where an Account is opened on behalf of a legal person/entity, the authorized signatory/ies of the legal entity 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 applicable interest on the Account.
- 4.1.3 CDSC shall provide various channels through which you can access your account. You shall be notified as to the 24 hours of your becoming aware that your account has been compromised. If there is unauthorised access to your account or your digital channel (through the CDSC App portal) and you do not tell CDSC, that your information and/or securities are at risk, CDSC will consider any transaction undertaken on your account as though they have been undertaken by you and you shall bear full responsibility for them.

### 4.2 Account Details

- 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 Operational Procedures.

### 4.3 Securities Pledging

- 4.3.1 You may use securities held in the Account as collateral with a financial institution for a monetary 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 accruing 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 pledge 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 gifts or other relations and succession 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 forms and attach all the required documents.
- 4.4.4 The account holder is responsible for paying the prescribed private transfer fees.

## 5. ACCOUNT MAINTENANCE

### 5.1 Account Statement

- 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 maintenance form.
- 5.1.2 You may receive a physical statement of your account activity on request and on 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 accounts may be suspended on instructions from a court order, or regulatory sanction by CMA, NBK or by CDSC in the circumstances as may be provided by the law.
- 5.2.2 You may also request that your account be suspended from trading. You shall send your application to the CDSC through the CDA to facilitate account suspension.
- 5.2.3 You shall be entitled to trade in or other corporate actions that accrue on your account during the duration of the suspension.

### 5.3 Account Closure

- 5.3.1 Securities accounts may be closed on instructions from a court order, or regulatory sanction by CMA, NBK or by CDSC. In the circumstances as may be provided by the law.
- 5.3.2 You may request to close your account for your own reasons.
- 5.3.3 You shall send your instructions to the CDSC through the CDA to facilitate account closure.
- 5.3.4 Accounts that have previously received dividends 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 named in your joint account, together with all related acts. You give your irrevocable consent to your joint account to be used with the signing authority provided in the account opening transaction 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 treat the joint account jointly give instructions or funds as well as assets under its title to the disputing parties.
- 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 CD5 account by providing identity card picture and changing the account nameplate.

**8. PRIVACY, CONFIDENTIALITY AND NON-DISCLOSURE**

- 8.1 In our handling of all your personal data, CDSC adheres to and follows the fullest extent possible to the principles of data protection and privacy requirements stipulated in the Central Depositories Act, Rules and Regulations issued thereunder, the Data Protection Act No. 43 of 2012 and Regulations thereunder, the Data Governance Act, the Data Protection Act No. 24 of 2019 and Regulations thereunder, the Data Governance Act, the Data Protection Act No. 24 of 2019 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 your use of our Services you consent to the collection and use of this information, including its transfer, exchange, processing and storage in the information accordance with its 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 others as follows:  
 9.1.1 We (CDSC and its affiliates and its licensees/ providers) for the purposes of providing our products and services to you, and to comply with the legal and regulatory obligations of the CDSC are party to whom we assign your rights under these terms and conditions or any of our agreements for particular products and services, with our regulators and authorities in other one or more agencies, including financial director and protection agencies, and third party service providers that process your personal data in accordance with our or our behalf. These third party providers, whether local or trans-border, are contractually obligated to provide 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.
- 9.1.2 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 to do so.
- 9.2 We collect the 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.
- 9.3 Unless otherwise specified, you consent to 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.
- 9.4 We may carry out the processing of your personal data for historical, research and statistical purposes or to comply with our legal obligations.
- 9.5 Except for the circumstances of permitted disclosure stipulated under the Central Depositories Act and other legislations, CDSC may only disclose information regarding a CD5 account as instructed from you.
- 9.6 As part of offering its services, we may need to send you certain communications and messages. These communications are considered part of important services to your account. We may also use your personal data for carrying out administrative functions that may impact you. If you are unhappy about the outcome of any of these, please contact CDSC on your CD5.
- 9.7 We will keep your personal data only for as long as is necessary and in compliance with applicable laws and regulations. After this time, your personal data will be securely destroyed or its use limited. You understand that even if you decide to 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 sharing any of your personal information that is already in our possession.
- 9.8 In the event that the laws of Singapore, you have the following right regarding your personal information:  
 9.8.1 To access your personal information that we have in our record. To ask us to correct any incorrect personal information if we need it. These requests must be made in writing. To ask us to delete or destroy 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 the relationship with you. CDSC retains you subject to regulatory retention periods, which means we may not be able to delete or destroy your personal information immediately upon request. You may also ask us to stop your personal information to whether party in terms of applicable Singapore data privacy legislation.
- 9.8.2 If you have a complaint relating to the processing of your personal information, including if we are not able to respond to 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. SUBPROSECUTIONS AGAINST MONEY LAUNDERING AND OTHER FINANCIAL CRIMES**

- 10.1 As a Financial Market Infrastructure service provider and intermediary, we operate our risks and activities relating to international activities, the detection and prevention of financial crime, and prohibited business activity both within and outside Singapore. We also have various reporting obligations under the Money Laundering, Terrorist Financing and Transfer of Funds (Prevention of Illicit Transactions) Act, and the FATF Recommendations. These obligations, controls and safeguards may apply to present us from 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 restrictions imposed by and without prior notice to you.
- 10.2 You agree to provide information and documents about yourself and about your investment transactions reasonably requested to assist us in operating the controls and safeguards.

**11. ACKNOWLEDGMENT OF RISK**

- 11.1 You hereby accept that there are risks inherent in and associated with the investments a securities that may affect your investment portfolio.
- 11.2 The CDSC shall not be liable for any error or omission or violation of law or for any loss arising out of any of your investment decisions or for any error 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 any one or more of these provisions is not enforceable, legal or unenforceable, by statute, legally and enforceability of the remaining provisions shall not be affected or impaired.
- 12.2 Any term found to be unenforceable, illegal or unenforceable, such term will remain in suspension and such term is 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 correct P.O. Box number to your postal address.  
 • A functioning telephone/telex/cable 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 set provided to us for all legal purposes.
- 13.2 Contact Details – Your Mail  
 If you do not keep your contact details up to date and there is any change in your contact details and you do not advise us accordingly, you will not be receiving important communications from us that may affect your legal position.
- 13.3 Delivery of Communication  
 You agree as follows: When we send you emails, SMSs, or other electronic messages, they are deemed to be delivered to the extent that we send them (the Electronic Communication Delivery Period) unless you can or reasonably grounds show otherwise.
- 13.4 Business Days  
 In these Terms and Conditions, and any agreement for particular products and services, the term "business day" means any day other than a Saturday, Sunday or a public holiday in Singapore.
- 13.5 Service Changes  
 13.5.1 Our products and services rely on technological infrastructure (e.g., multi-tenant systems, internet service providers, WAN links etc.) and computer systems.  
 13.5.2 We understand and accept that service outages occur.  
 13.5.3 During a service outage, it may not be possible for you to access and use our products and services, and there may be delays in your transactions being processed and being reflected in your account statements, or shipped transactions.
- 13.6 Our Partners' Services  
 13.6.1 We will, from time to time, enter into agreements with third party commission agents that they will provide complementary services to you concerning some of our products and services, or that they will offer you their services on equal terms.  
 13.6.2 Our partners are solely responsible for their services and that terms and conditions will apply.
- 13.7 Changing our Terms and Conditions  
 13.7.1 We may change these Terms and Conditions at any time. Any changes to the T&Cs will be updated on our website. Any addition or a deletion of these Terms and Conditions made from time to time by CDSC shall be fully binding on you from the day they are effected as if the party were comprised 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 our authorized staff or CDSC agrees with you is not binding in writing.  
 13.7.3 The changes that we are made to our products and services agreements, and the manner in which changes are made may be provided in printed or electronic form.  
 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.



**10B. Non-Renewal of Our Rights**  
If we do not always exercise our rights, it does not mean we have given them up.

**10C. Conflicts with other Agreements**  
If there is a conflict between these Terms and Conditions and another contract, agreement or agreement for 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 required to be executed by you in connection with your securities account shall be governed by and construed in accordance with the laws of the Republic of Kenya and the immediate jurisdiction of the Major courts.

**ADDED 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. The full privacy details are in our full privacy policy available at [www.cdsc.co.ke/privacy](http://www.cdsc.co.ke/privacy)

**1. INFORMATION ABOUT CDSC**

In this privacy notice, references to "we", "us" or "our" are to the Central Depository & Settlement Corporation Limited (CDSC). CDSC sometimes operates agents known as Central Depository Agents (CDAs) who act as a clearing and settling agent for your account. Maintaining your account involves account verification, debit and crediting of accounts, withdrawal, transfers, pledges, Release & Forfeiture.

**2. SCOPE OF THE PRIVACY NOTICE**

This privacy notice applies to our Inverted CD5 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" in this notice.

**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, Share Registrar or Registrar under the Capital Markets Authority, the Nairobi Stock Exchange or your parent or guardian where you are a minor. If you give us any information about other persons, you trust ensure that they have notice of this privacy notice and have consented to you disclosing such information. CDSC will verify the data before 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 process the following categories of personal information about you: biometric (including your name, gender, photograph, contact data (telephone number, email and postal address), identification information (CD5 account, financial data (bank account number, IDA PIN number, share of funds, dividend shares, professional, Banker, location data, nationality), sensitive personal data such as: information relating to your gender, most of the of your relationships you open an account on behalf of your child and data relating to operation and maintenance of your account, your opinion on any of our services and information related to your online identification where you use our website or any application technology to conduct 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, receive, manage and release of pledges, share immobilisations, to prevent, detect and investigate crime, among other related purposes. Maintaining your account involves account verification, identification, debit and crediting of accounts, withdrawal, new deposits, transfers and account services. Should CDSC need to use your personal data for any other purpose 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 required services.

**6. LAWFUL GROUNDS FOR PROCESSING YOUR PERSONAL DATA**

CDSC process your personal data on the following legal bases – where we consent is the case of child's case or if we need to contact you for client onboarding purposes, as a requirement for performance of a contractual obligation, for compliance with our legal obligations, for our legitimate interests, performance of tasks carried a public interest or in our capacity as a public authority, and for historical, statistical, journalistic, scientific and or a 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 our services you consent 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.

**3. 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 to you and to receive your personal data in a structured, commonly used, and machine-readable format and to transfer it to another data controller or data processor 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 further information if we automated decision-making we undertake using your data. You have a duty to promptly inform 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.co.ke](mailto:cdsc@cdsc.co.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 CDAs, regulators, their regulators and other intermediaries or entities that help us provide services to you for example our KYC service providers. We may also share your information where 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 within CDSC, with relevant agents (CDAs), and other intermediaries and with other persons who help us provide services to you. We may also share your information where required to by law or court order. CDSC takes all reasonable steps to secure your data wherever we share it with third parties.

**4. DATA SECURITY**

CDSC shall take appropriate technical, physical, legal, administrative and organisational measures, which are consistent with applicable industry self data security standards and its data protection policy to ensure confidentiality, integrity, and security of your data through controls, access information classification, access control, cryptography, physical and information security, environmental security and systems, audit and compliance. We take additional measures to secure sensitive personal data and data relating to children as permitted by the law.

**15. 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 reports and to have information available when we need it. However, we do not retain all data indefinitely. CDSC will immediately delete, erase, or destroy your personal data where the purpose for collecting it is met or in contemplation of 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 protection or other legitimate purpose.

**15. 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.co.ke](mailto:cdsc@cdsc.co.ke) or call us on +2547171022. Alternatively, you can write to Central Depository and Settlement Corporation, United Eights Towers, 11A Hillside Gardens Road, Westlands, P.O. Box 3444-20102 Nairobi. We may contact you periodically to verify your personal information and to advise you of any changes.